



**WEST MOBERLY FIRST NATIONS**

**HOUSING POLICY & PROCEDURES**

**NATION SECURED MORTGAGE**

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## INTRODUCTION

WMFN works diligently towards achieving the housing objectives of:

- Providing WMFN members access to quality housing on WMFN Lands that is appropriate to their needs;
- Fostering pride and personal responsibility among WMFN members for our housing and for our community;
- Establishing and operating an economically sustainable housing program on WMFN Lands.

To advance these objectives, WMFN, operating in accordance with prudent business practices and remaining fiscally responsible, will:

- Respond to WMFN members' housing requests and needs on WMFN Lands in an equitable and consistent manner
- Continuously strive to protect and improve the housing inventory, programs and services on WMFN Lands
- Inform WMFN members of WMFN housing initiatives
- Administer the housing policies in a fair, transparent, and accountable manner and, in so administering the housing policies, to honour the customary traditions and practices of West Moberly First Nations, while maintaining alignment with all respective regulatory and funding agreement requirements.

The Nation Secured Mortgage program provides WMFN Members with a Ministerial Loan Guarantee to facilitate their own mortgage with a Financial Institution to build or purchase a house on WMFN Lands.

WMFN Lands are set aside for the use and benefit of WMFN, as set out in the Indian Act. The Indian Act (Section 89(1)) protects Indian property from seizure by a non-Indian and effectively prevents the use of land or property on reserve as security for a traditional mortgage with a Financial Institution. As such, Financial Institutions will not provide a mortgage for housing on reserve without a Ministerial Loan Guarantee. WMFN must apply for and obtain this MLG for the respective Residential Unit's financing as a prerequisite for an external lender providing a mortgage to a WMFN Member for a Residential Unit on WMFN Lands.

In this program, WMFN applies for a Ministerial Loan Guarantee on behalf of the WMFN Member. In the event of a foreclosure, the Federal Government pays out the loan and fees to the Financial Institution and then the Federal Government recovers this amount from WMFN. WMFN is ultimately responsible for repayment of any unpaid mortgage and fees. In the event of foreclosure and subsequent exercising of the MLG, WMFN will repossess the Residential Unit from the WMFN Member. Repossessed Residential Units will become part of the Nation Owned Rental Program.

WMFN Members that access the Nation Secured Mortgage program negotiate a mortgage directly with the financial institution subject to WMFN providing an MLG. Mortgage Payments are paid directly by the WMFN Member to the financial institution and mortgage terms are as per the mortgage agreement with the institution. The Member is responsible to the financial institution for meeting the terms of their mortgage agreement.

A current, valid MLG Agreement and Homeowner Agreement must also be in place between the Member and WMFN for their Nation Secured Mortgage program Residential Unit. The Homeowner Agreement outlines the responsibilities of WMFN and the Homeowner with respect to the various components outlined in this Policy (e.g. power, water, sewer, insurance, maintenance, etc.). The MLG Agreement outlines what happens if the MLG is invoked by the Federal Government.

## DEFINITIONS

The following definitions and, to the extent it is relevant, the WMFN Interpretation Policy, apply to this Policy. Any reference to an enactment is a reference to the current version of that enactment, including any amendment or replacement.

<b>Abandon</b>	The Tenant or Homeowner has given written Notice of their intention to abandon the Residential Unit or the Residential Unit appears to have been vacant for at least 30 Days after the first of the month without written Notice and without prior arrangement for payment of fees due.
<b>Affordable Housing</b>	Rental housing where monthly Rent is geared to the Tenant's financial circumstance.
<b>Amortization Period</b>	The length of time that it will take to pay off a debt or loan when making monthly payments (including interest).
<b>Capital Projects Department</b>	The WMFN administrative department responsible for capital projects.
<b>Certificate of Possession or CP</b>	A certificate which acts as documentary evidence issued by the Minister of Indigenous Services of a First Nation member's lawful possession of reserve lands pursuant to the Indian Act.
<b>Certificate of Custom Holding</b>	A certificate which acts as documentary evidence issued by WMFN of a WMFN Member's customary ownership of a Residential Unit on WMFN Lands. This certificate does not confer any ownership interest in WMFN Lands (for example, there is no ownership interest in the Lot or Premises on which the Residential Unit is located).
<b>Days</b>	Calendar days.
<b>Dependent Child</b>	<ol style="list-style-type: none"><li>1. A child, stepchild, adopted child, or legal ward under age nineteen (19);</li><li>2. A child aged nineteen (19) to twenty-four (24) who has provided documents that show attendance at school full time;</li><li>3. A child aged nineteen(19) or older who is unable to support themselves due to a medical condition</li></ol> and is not a Spouse.
<b>Deposit</b>	An amount held by the Housing Department on a non-trustee, non-interest-bearing basis as continuing security for the performance by

the Tenant of all of their responsibilities set out in the relevant Policy and Tenancy Agreement.

<b>Emergency Repair</b>	An accident, unexpected break, defect, or change in condition in the exterior or building envelope, interior framing, plumbing, heating, or electrical system, or any safety feature in any part of the home, that results in an immediate threat to health and safety requiring urgent repairs or replacement (e.g. fire outbreak, leaking roof, electrical malfunction, flooding, no water supply).
<b>Family Unit</b>	A household with a minimum of two (2) persons and must include at least one (1) Dependent Child at the time of occupancy.
<b>Guarantor</b>	<p>A third-party who guarantees to pay a borrower's debt if the borrower defaults on a loan obligation.</p> <p>For the purposes of a Mortgage with a Ministerial Loan Guarantee, this means ISC and WMFN. As guarantor, WMFN is responsible for reimbursement to ISC if the borrower defaults on their Mortgage with a financial institution according to the ISC Ministerial Loan Guarantee policy.</p>
<b>Guests</b>	An individual who stays with a Tenant or Homeowner for less than 29 consecutive nights.
<b>Homeowner</b>	The owner of a Residential Unit on WMFN Lands, which may be subject to a Nation Secured Mortgage, a Nation Secured Mortgage, or another financing arrangement and who must be a WMFN Member.
<b>Homeowner Agreement</b>	The agreement between WMFN and the Homeowner giving permission for the use of WMFN Lands for a Residential Unit, and setting out certain infrastructure and other services provided by WMFN in exchange for the Homeowner's payment of fees
<b>Homeowner Fees</b>	Funds paid by Homeowners in exchange for the ongoing infrastructure and service provided or arranged by WMFN (which may include sewer, water, garbage pickup & disposal, and driveway snow removal).
<b>Housing Department</b>	The WMFN administrative department responsible for housing and the administration of this Policy, unless otherwise indicated.
<b>Housing Manager</b>	The person employed by WMFN to carry out management responsibilities of the Housing Department.

<b>Housing Wait List</b>	The list of completed applications kept on file by WMFN and reviewed when a Residential Unit becomes available.
<b>Illegal Activities</b>	Any serious violation of WMFN, federal, provincial, or municipal law, whether or not it is an offence under Canada’s Criminal Code or Controlled Drugs and Substances Act. It includes an act prohibited by any enactment which is serious enough to have a harmful impact on WMFN, WMFN Lands, a Residential Unit, the neighbours, or the community.
<b>Infrastructure Fees</b>	Funds paid by Tenants in exchange for the ongoing infrastructure and service provided or arranged by WMFN (which may include sewer, water, garbage pickup & disposal, and driveway snow removal). Infrastructure fees will be included in total payment collected for rental units.
<b>Improvements</b>	Modifications, alteration, remodeling, and renovations to the originally built Residential Unit or Lot/Premises, including building or adding to the Residential Unit or Lot/Premises, removing any fixtures, sinks, bathtubs, or appliances, altering, making additions to, or permanently affixing any item, fixture, or thing to the floors, exterior or interior walls, roof, or ceiling of the Residential Unit, modifying the heating, plumbing, air-conditioning, ventilating, lighting and water heating equipment or adding structures or fences to the Lot/Premises.
<b>ISC</b>	Indigenous Services Canada
<b>Leave of Absence Sublet</b>	A Sublet which has been approved in accordance with the Rent-to-Own policy.
<b>Lot</b>	The WMFN Lands upon which a Residential Unit is located or affixed, which is designated for the use of the Homeowner of that Residential Unit, but to which no ownership interest in the WMFN Lands may be granted.
<b>Major Repair</b>	A repair to a major building or system component of a Residential Unit (e.g. furnace replacement, roof replacement, bathroom retrofit)
<b>Ministerial Loan Guarantee or MLG</b>	A tool to assist First Nations in accessing traditional loans for housing on reserve where ISC issues an MLG to the lender to secure on-reserve housing loans. MLGs can be used to secure loans for construction, acquisition, or renovation of on-reserve housing projects. Section 89(1) of the <i>Indian Act</i> protects property on reserves so it cannot be Mortgaged and used as collateral by a non-First Nation person, such as a traditional financial institution. ISC issues

loan guarantees to lenders to secure on-reserve housing loans and minimize risk in the case of a loan default. MLGs may be issued to WMFN acting on its own behalf or on behalf of a WMFN Member provided eligibility criteria are met.

<b>MLG Agreement</b>	The written agreement between Homeowner and WMFN that establishes the terms and conditions regarding the WMFN Mortgage guarantee through the Ministerial Loan Guarantee.
<b>Mortgage Agreement or Mortgage</b>	A loan agreement for a Residential Unit that is secured by the Residential Unit itself. If the borrower fails to make payments, the lender can repossess the Residential Unit. Once the borrower repays the entirety of the loan with interest, the Mortgage is discharged.
<b>Mortgage Payment</b>	A regularly scheduled payment that includes principal and interest paid by the borrower to the lender of a Mortgage. The principal portion is used to pay off the original loan amount; the interest is paid to the lender.
<b>Nation</b>	West Moberly First Nations
<b>Notice</b>	A written Notice about a Residential Unit sent by one party to another.
<b>Occupancy Permit</b>	A document issued by a qualified/certified inspector to attest that a building or construction project complies with requirements set out by the BC Building Code and WMFN Building Standards.
<b>Occupant</b>	An individual that lives in a Residential Unit for more than 29 consecutive nights.
<b>Option to Purchase</b>	The Option to Purchase the Residential Unit provided in the Rent-to-Own housing program
<b>Over-housed</b>	Having too many bedrooms for the size of the household.
<b>Premises</b>	The WMFN Lands upon which a Residential Unit is located or affixed, which is designated for the use of the Tenant of that Residential Unit, but to which no ownership interest in the WMFN Lands may be granted.
<b>Primary Residence</b>	The Residential Unit where the individual lives permanently (for at least six months per year) and is the residential address used on documentation including identification, vehicle registration and tax returns.



<b>Rapid Housing Initiative or RHI</b>	A CMHC program to encourage the rapid construction of new housing and/or acquisition of existing buildings for rehabilitation or conversion to permanent Affordable Housing.
<b>Rent</b>	The amount paid by Tenant to WMFN for the right to occupy a Residential Unit.
<b>Repossession</b>	The action of taking possession of a Residential Unit which has been used as collateral for a loan, when the WMFN Member [borrower] fails to make the payments on the Mortgage, or otherwise defaults on a Mortgage.
<b>Residential Unit</b>	A structure or the part of a structure that is used as a home or residence where a person or family eat, live, and sleep.
<b>Safe and Habitable</b>	A Residential Unit that meets the standards described in the BC Building Code and the WMFN Building Standards.
<b>Social Assistance or SA</b>	The ISC on-reserve income assistance program which is administered by WMFN through its Health Department.
<b>Spouse</b>	An individual who is: <ol style="list-style-type: none"> <li>1. married to another individual; or</li> <li>2. living with another individual in a marriage-like relationship for a continuous period of at least 1 year; or</li> <li>3. living with another individual and has a child or children with them.</li> </ol>
<b>Sublet</b>	When a Tenant leases or rents all or part of a Residential Unit to another person.
<b>Subtenant</b>	An individual subletting a Residential Unit.
<b>Tenancy Agreement</b>	The rental agreement that establishes the terms and conditions concerning the use and occupancy by a Tenant of a Residential Unit and its Premises.
<b>Tenant</b>	The person who enters into a Tenancy Agreement with WMFN to pay Rent in return for the right to occupy the Residential Unit.
<b>Tenant Damage</b>	Damage to the Residential Unit beyond ordinary wear and tear, including damage caused by the wilful or negligent conduct of the Tenant or their Occupants or Guests, pets, emergency first responders (including RCMP forced entries), or vandals/trespassers.

Ordinary wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the Tenant has used the Residential Unit and Premises in a reasonable and responsible fashion.

**Under-housed**

Having too few bedrooms for the size of the household.

**Vulnerable Populations**

Those who have multiple barriers to achieving or maintaining housing due to challenges such as poverty, health and mental health issues, trauma, family violence, age, and disability, amongst others. Vulnerability is not necessarily a descriptor of the individuals themselves as many are strong and resilient. Rather, vulnerability tends to be a characteristic of their complicated lives, meaning that these individuals may be more vulnerable to certain circumstances such as eviction.

**WMFN Building Standards**

The standards for building developed by WMFN and includes:

1. BC Building code and Step Code
2. BC Electrical Code;
3. BC Fire Code;
4. Relevant federal and/or provincial legislation; and
5. Any other applicable WMFN laws or codes that may exist or be developed.

**WMFN Lands**

The geographic area of the West Moberly Lake Reserve #168A and other such lands that become lands for the use and benefit of WMFN from time to time.

## **1 ADMINISTRATION OF THIS POLICY**

- 1.1 The Housing Department is responsible for administering this Policy and making the decisions required by it unless this Policy states otherwise.
- 1.2 Decisions made according to this Policy may be appealed according to the WMFN Appeals Policy.
- 1.3 The Housing Department is responsible to:
  - a) Apply and enforce this Policy and associated Agreements.
  - b) Maintain an up-to-date list of applications for housing.
  - c) Manage the selection process for Residential Units.
  - d) Carry out or oversee maintenance and repairs in a cost-effective manner, in compliance with applicable regulatory requirements and funding agreements.
  - e) Coordinate any inspections required by this Policy and applicable codes (e.g. BC Building Code and Electrical Code, WMFN Building Standards).
  - f) Provide information for those who require assistance in understanding and assuming their housing responsibilities.
  - g) Ensure timely response to written queries, requests for service, and complaints.
  - h) Act as a liaison between Tenants, Homeowners, WMFN Administration, and Council.
  - i) Monitor the effectiveness of all housing policies and recommend policy changes as required.
  - j) Develop sustainable housing programs and projects and annually review housing goals and priorities.
  - k) Research, develop, and implement housing best practices.
  - l) Act as a liaison with government and/or funding agencies and programs as applicable.
  - m) Provide regular reports to WMFN Administration on financial status of all WMFN housing, including current projects, future funding applications regarding housing, and planned capital projects.
  - n) Develop and implement approved annual housing and capital projects budgets and workplans.
  - o) Source, develop, and submit funding applications for new construction and/or renovation capital projects as identified by housing priorities or as special funding from various agencies allow.

## 2 ELIGIBILITY

- 2.1 To qualify for a Residential Unit in this program, applicants must:
- a) Be a WMFN Member
  - b) Be in Good Financial Standing with WMFN (according to WMFN Interpretation Policy)
    - i Provided however that if an applicant is in Good Financial Standing because there is a Repayment Agreement in place that relates to damage to a WMFN Residential Unit, the amount owing must be repaid in full to WMFN before the applicant will be eligible.
  - c) Complete and submit a WMFN Housing Application with required supporting documents including:
    - i Budget Analysis indicating ability to afford anticipated housing costs (including Mortgage Payments, Homeowner Fees, utilities, repayment agreement(s), etc.).
    - ii Verification of household income
  - d) Provide written confirmation of their agreement to participate in a Basic Home Maintenance workshop, to be offered by WMFN, and to complete within one year of move in.
  - e) Applicants with a history of poor tenancy with WMFN, including where an applicant was cited for violations, where Notice to correct or vacate was issued, where Tenant damage was documented, or where there was non-payment of amounts owing, shall not be considered eligible unless the applicant provides a reference:
    - i From their most recent landlord or financial institution that confirms compliance with a tenancy or Mortgage agreement for a consecutive period of at least 1 year; or
    - ii Through which the Housing Department can confirm the applicant's ability to effectively manage the financial and physical responsibilities of occupying a Residential Unit.
  - f) Pre-qualify for Mortgage with financial institution
    - i Amortization Period shall not exceed 25 years (additional years shall not be added during subsequent renewals or refinancing)
  - g) Where an applicant is seeking a Nation Secured Mortgage for the purchase of a Member-Owned Unit on WMFN Lands, they must:
    - i Meet all eligibility requirements in this Section 2.1;
    - ii Confirm basic information about the Residential Unit (current owner, unit number, approximate value);

- iii Provide a written agreement summarizing the basic terms of purchase and sale executed between the current owner and the applicant; and
- iv Provide any other information required for the Housing Department to confirm the ability for WMFN to provide an MLG for the transaction.

### **3 APPLICATION PROCEDURES**

- 3.1 Application forms for housing allocation and Ministerial Loan Guarantee are available at the WMFN administration office or directly from the Housing Department.
- 3.2 Applicants shall complete the application for Lot allocation and application for Ministerial Loan Guarantee form in writing and submit to the Housing Department with all required and requested supporting documents (including budget analysis and verification of household income).
- 3.3 The Housing Department shall review applications for completeness and to determine eligibility. The Housing Department may request additional information and documentation, as needed.
- 3.4 Incomplete applications (such as those that lack all required supporting documents) and ineligible applicants (such as those who are not in Good Financial Standing) will not be considered. The Housing Department will contact the applicant to arrange an appointment to review the application.
- 3.5 Complete applications from eligible applicants will be added to the Housing Wait List, except that:
  - a) If there is a history of poor tenancy with WMFN, the Housing Department will schedule a meeting with the applicant to review and discuss before the application is added to the Housing Wait List, to confirm the applicant's ability to effectively manage the responsibilities of the program. Additional terms and conditions may apply if the individual is subsequently allocated a Lot or Residential Unit.
- 3.6 The application being made to WMFN in this program is to confirm allocation of Lot and whether WMFN will provide a Ministerial Loan Guarantee (MLG). The applicant must apply directly to a financial institution regarding Mortgage qualification.
- 3.7 All applications will be kept on file for one year. WMFN Members are required to renew their application annually after January 1<sup>st</sup> to keep applications current.
- 3.8 All applications for housing received by the Housing Department shall be forwarded to the applicant's respective Family Councillor for information purposes.

## **4 MINISTERIAL LOAN GUARANTEE**

- 4.1 A WMFN Member interested in purchasing a Residential Unit on WMFN Lands through this program must apply (see Section 3) and receive approval from WMFN to secure their Mortgage.
- 4.2 When an applicant is confirmed as eligible including pre-qualification for a Mortgage with a financial institution (See Section 2), the Housing Department shall present the Application for Ministerial Loan Guarantee to Council and request Council approval for a Ministerial Loan Guarantee in an amount equal to: the financial institution pre-qualification or the maximum WMFN eligible amount (see Section 4.3), whichever is less. Council shall issue a BCR to confirm approval of the MLG and apply for the MLG in the name of the WMFN Member.
- 4.3 Subject to an alternate Council determination per 4.4, an MLG will be approved to a maximum of \$750,000. Funds in excess of this amount will be the responsibility of the applicant.
- 4.4 Approvals are subject to limits determined by Council annually. To maintain financial integrity and sustainability for the Nation, WMFN will identify a maximum financial risk associated with all MLGs for this program. Financial risk means that if numerous MLGs were exercised simultaneously, WMFN must ensure that funds are available to address the associated liability without causing financial hardship to the Nation and negative impacts on Member service levels; and further that the total amount of outstanding MLGs does not negatively impact future borrowing capacity for the Nation.
- 4.5 If Council approves the application, the Housing Department shall prepare a Letter of Verification for the applicant to present to the financial institution. The letter will include:
  - a) The applicant's membership in WMFN
  - b) WMFN's commitment to a MLG
  - c) The amount of the MLG
- 4.6 On receipt of WMFN 's MLG approval, the applicant is responsible for contacting the financial institution to finalize the Mortgage Agreement.
- 4.7 As the Mortgage Agreement is between the WMFN Member and the financial institution, all payments shall be remitted directly to the financial institution according to the terms of the Mortgage Agreement between the parties.

## **5 ALLOCATION OF RESIDENTIAL UNITS**

- 5.1 Development of new Residential Units and/or Lots is subject to funding availability and at the discretion of Council.
- 5.2 When a Residential Unit or Lot becomes available, the Housing Department will confirm the size of the Residential Unit, and then review the Housing Wait List, alongside the eligibility and allocation criteria in this Section.
- 5.3 When allocating Residential Units to applicants, the Housing Department shall consider the size of the Residential Unit, applicant household size and composition, applicable occupancy standards, any eligibility requirements specific to the Residential Unit, and the following order of priorities:
  - a) currently residing in a Residential Unit which is not Safe and Habitable and which cannot be repaired or for which repair costs would exceed the cost of replacing the unit
  - b) elders who have not previously accessed WMFN housing programs
  - c) disabled persons who have not previously accessed WMFN housing programs
  - d) elders, disabled persons who have previously accessed WMFN housing programs and require a different Residential Unit due to mobility, access, or safety
  - e) Vulnerable Populations
  - f) experiencing Under-housed or Over-housed conditions
  - g) Family Units where the applicant is a WMFN Member
  - h) singles and couples
  - i) WMFN Members who have already purchased a Residential Unit on WMFN Lands through WMFN housing programs (Elders that sell or gift their Residential Unit to another WMFN Member due to changed mobility, access, or safety needs will be considered under 4.1 d)
  - j) WMFN Members who own (with or without a Mortgage) another Residential Unit on or off reserve.
- 5.4 Applicants who have the same priority level will qualify based on the order in which their application was added to the Housing Wait List, as long as the Residential Unit is appropriate to their household size.



## 6 SPOUSAL BREAKDOWN OR DEATH OF A HOMEOWNER

### Spousal Breakdown

- 6.1 Where a Homeowner resides in a Residential Unit with their Spouse, and the Spouses separate before discharging the Lenders Agreement and Ministerial Loan Guarantee, the Homeowner remains responsible for:
- a) making payments and fulfilling responsibilities defined in the existing agreements with both the Lender and with WMFN; and
  - b) working with the Lender to effect any change, following the separation of the Spouses, to the existing arrangement by transfer agreements, or otherwise as agreed, with notice to WMFN, noting that only WMFN Members may enter into agreements within this program.
- 6.2 Subject to any Lender restrictions, the former Spouses may choose who shall reside in the Residential Unit. This includes the option whereby the Homeowner rents out the Residential Unit to their former Spouse who is a non-WMFN Member, provided that the Homeowner manages the tenancy.
- 6.3 Notice in writing must be given to the Housing Department regarding any changes in occupancy following separation.
- 6.4 If the Lenders Agreement and Ministerial Loan Guarantee are transferred or otherwise disposed of to another WMFN Member, the MLG Agreement and Homeowners Agreement between the Homeowner and WMFN must also be transferred, or the new Homeowner must enter into new agreements with WMFN.
- 6.5 The provisional federal rules set out in the Family Homes on Reserves and Matrimonial Interests or Rights Act apply to this program to the extent they are relevant to a Residential Unit being occupied as the “family home”. This program creates a customary “interest or right” to the Residential Unit (as that term is defined in the Family Homes on Reserves and Matrimonial Interests or Rights Act), which results in a Certificate of Custom Holding, only where the requirements and procedure are completed by a WMFN Member.
- 6.6 If the Homeowner terminates or abandons the Lenders Agreement and Ministerial Loan Guarantee, the Residential Unit reverts back to WMFN and will be used thereafter as a Nation Owned Rental (see 17.9). In allocating the Residential Unit as a rental, Council may take into account the best interests of any Dependent WMFN Children who currently reside in the Residential Unit.

## Death of a Homeowner

- 6.7 This program creates a customary “interest or right” to the Residential Unit, which results in a Certificate of Custom Holding, only where the requirements and procedure are completed by a WMFN Member. As such, Homeowners are encouraged to make a will that addresses, among other things, their potential interest in the Residential Unit.
- 6.8 Where a Homeowner resides in a Residential Unit, and the Homeowner dies before discharging the Lenders Agreement and Ministerial Loan Guarantee, the Homeowner’s estate is responsible for:
- a) making payments and fulfilling responsibilities defined in the existing agreements with both the Lender and with WMFN; and
  - b) working with the Lender to effect any change to the existing arrangement by transfer or otherwise as agreed or directed in a valid will, with notice to WMFN, noting that only WMFN Members may enter into agreements within this program.
- 6.9 If the Lenders Agreement and Ministerial Loan Guarantee are transferred or otherwise disposed of to another WMFN Member, the MLG Agreement and Homeowners Agreement between the Homeowner and WMFN must also be transferred, or the new Homeowner must enter into new agreements with WMFN.
- 6.10 If the Homeowner’ estate terminates or abandons the Lenders Agreement and Ministerial Loan Guarantee, the Residential Unit reverts back to WMFN and will be used thereafter as a Nation Owned Rental (see 17.9). In allocating the Residential Unit as a rental, Council may take into account the best interests of any Dependent WMFN Children who currently reside in the Residential Unit.

## **7 CONSTRUCTION**

- 7.1 Construction of Residential Units on WMFN Lands financed through this program will be subject to Council approval.
- 7.2 Where Council approves new Residential Units for construction with financing through this program, the Homeowner has the primary responsibility for construction. Construction shall occur under the oversight of the Capital Projects Department, working with the Housing Department according to the rules outlined in this policy.
- 7.3 Construction must be managed by a certified project manager (as applicable), and a certified building contractor.

- 7.4 Prior to occupancy, new Residential Units must:
- a) comply with applicable regulatory and funding requirements and WMFN Building Standards,
  - b) pass all required inspections,
  - c) obtain Occupancy Permits, and
  - d) be insured.
- 7.5 The Lot location shall be determined by the Housing Department, in accordance with the following restrictions:
- a) New Residential Units will be constructed only in areas designated for residential use within existing subdivision plans, the Community Development Plan, or any exceptions approved by a BCR.
  - b) To the extent possible, Residential Units will be located to take maximum advantage of existing infrastructure such as sewer and water, access roads, and electrical service.
  - c) Selection of a location will take into consideration soil conditions and impacts, water management needs (surface and subsurface), site elevation and impacts on existing infrastructure, future WMFN housing development, and any other relevant factors.
- 7.6 Construction must occur in accordance with WMFN Building Standards
- 7.7 The Housing Department will seek a New Construction Agreement with the WMFN Member prior to the start of construction.
- 7.8 Construction of a new Residential Unit financed by a Nation Secured Mortgage must be substantially completed within 2 (two) years, and subject to a New Construction Agreement. If the construction isn't substantially completed within those two (2) years, the allocation will expire and the WMFN Member will need to reapply.
- 7.9 Prior to construction:
- a) All necessary financing must be in place including MLG
  - b) An MLG Agreement must be signed by the WMFN Member and WMFN
  - c) A specification sheet must be completed and signed by the Housing Department, contractor, and Homeowner, to include:
    - i House plans that comply with the WMFN Building Standards
    - ii Lot plan for allocated Lot.
- 7.10 The Residential Unit development may qualify for an ISC subsidy noting that:
- a) ISC New Construction subsidy amounts are subject to change and the subsidy is allocated to WMFN not to any WMFN Member.

- b) The Housing Department will use an ISC New Construction subsidy for Lot development as required.
  - c) Subsidy amounts remaining after Lot development requirements are completed, may be applied to the cost of the unit.
- 7.11 Building and electrical inspections must be completed for newly constructed Residential Units, with reports submitted to the Housing Department prior to occupancy. Inspections must be completed by licenced inspectors.
- 7.12 Newly constructed Residential Units must not be occupied until the Housing Department receives an Occupancy Permit issued by a licenced inspector confirming that the Residential Unit is completed as per the specification sheet and ready for occupancy.

## 8 IMPROVEMENTS

- 8.1 The Homeowner must comply with their Mortgage Agreement with respect to Improvements.
- 8.2 The Homeowner must seek prior written approval of the Housing Department for Improvements to an existing Residential Unit or Lot in order for WMFN, as Guarantor, to ensure the value of the Residential Unit is maintained.
- 8.3 The Homeowner must seek written approval of the Housing Department for any Improvements added to the Lot in order for WMFN to ensure the value of WMFN Lands are maintained.
- 8.4 Prior to making a decision about a proposed Improvements, the Housing Department must consider and may request further information from the Homeowner regarding:
  - a) Potential damage to the existing Residential Unit or Lot.
  - b) Any planned and/or potential Emergency Repairs or renovations that may be required to the Residential Unit or the Lot;
  - c) Access to the Lot's infrastructure components (i.e. water and sewer lines, electrical lines and connections from the distribution system to the home or outbuildings, ditches, culverts, water and/or wastewater systems Right-of-Ways, etc.)
  - d) The vision and considerations of the Comprehensive Community Plan, Subdivision Plan, and other applicable and similar documents; and
  - e) Any established requirements, including WMFN Building Standards.
- 8.5 The Housing Department will approve or reject an Improvements proposal in writing. Where the Housing Department rejects a proposal, they will provide reasons to explain the decision to the Homeowner.
- 8.6 All Improvements which have been approved in writing by the Housing Department and implemented by the Homeowner must be inspected by the Housing Department once complete, and where relevant, may require building code or electrical inspections to be completed by a licensed inspector. If a licensed inspection is required, it shall be at the expense of the Homeowner.

## 9 AGREEMENTS

- 9.1 Residential Units within this program are eligible for customary ownership following the full and final repayment of the Mortgage, pursuant to the terms of the Mortgage Agreement with the financial institution, provided that the Mortgage is discharged, and the MLG terminated.
- 9.2 While the Mortgage provides the Homeowner with an opportunity for customary ownership of the Residential Unit itself, the Lot on which the Residential Unit is located remains WMFN Lands set aside for the use and benefit of WMFN.
- 9.3 While the Mortgage Agreement with the financial institution, and the MLG and Homeowner Agreements with WMFN are being honoured, the Homeowner is granted an exclusive right to occupy and use the Lot on which the Residential Unit is located.
- 9.4 The MLG Agreement constitutes a contract between the Homeowner and WMFN that is secured by the Residential Unit itself. It must be signed by the WMFN Member and WMFN prior to construction commencing or occupancy of an existing Residential Unit.
- 9.5 The MLG Agreement will include:
  - a) Homeowner information
  - b) Residential unit information
  - c) MLG security of Mortgage with financial institution
  - d) Repossession by WMFN due to Mortgage default
  - e) Issuance of Certificate of Custom Holding provided that the Mortgage is discharged, and the MLG terminated.
- 9.6 The Homeowner Agreement constitutes a contract between the Homeowner and WMFN. It must be signed by the WMFN Member and WMFN prior to occupancy of a Residential Unit.
- 9.7 The Homeowner Agreement will include:
  - a) Homeowner information
  - b) Residential unit information
  - c) Payment requirements for services and consequences of non-payment
  - d) Description of services
  - e) Sale of the unit
  - f) Occupants
  - g) Pets
  - h) Recreational vehicles

- i) WMFN authority over land
- j) Homeowner responsibilities for Residential Unit and Lot
- k) WMFN entry, inspection, and Notice
- l) Insurance
- m) Improvements and building requirements

## **10 OCCUPANTS**

- 10.1 Homeowners must inform the Housing Department of all Occupants at the Residential Unit by providing their name, age, and gender. This information is for safety reasons in the event that the Residential Unit or the community needs to be evacuated.
- 10.2 Homeowners must notify and update the Housing Department in advance when the Occupants at the Residential Unit change, and upon request of the Housing Department.
- 10.3 Homeowners are solely responsible for their Occupants, including paying for repairs where damages are caused by their Occupants.

## **11 GUESTS**

- 11.1 Homeowners must ensure that their Guests do not become Occupants of their Residential Unit unless they have complied with Section 10.2.
- 11.2 Homeowners are solely responsible for their Guests, including paying for repairs where damages are caused by their Guests.

## **12 PETS**

- 12.1 Homeowners may keep domestic pet(s) at a Residential Unit with prior written Notice to the Housing Department. Pets are limited to no more than three (3) domestic animals, which may include a combination of the following:
  - a) Fish or other small aquarium animals
  - b) Up to two (2) small caged mammals
  - c) Up to two (2) caged birds
  - d) One (1) cat
  - e) One (1) dog
- 12.2 Homeowners are solely responsible for their pet(s), including paying to fix any damage caused by their pet(s), not interfering with the quiet enjoyment of the neighbours and community, and keeping the pet(s) under the Homeowner's control at all times. For example, Homeowners must:
  - a) Not allow their pet to be at large on WMFN Lands;
  - b) Keep the pet inside the Residential Unit, confined to the Lot, or on a leash on WMFN Lands;

- c) Prevent the spread of parasites including fleas, ticks, and lice;
- d) Ensure the pet does not present a hazard or safety concern to any other individual or pet on WMFN Lands; and
- e) Ensure that the pet is cared for while the Homeowner is away from the Residential Unit.

12.3 Please refer to WMFN bylaw regarding control of animals on WMFN Lands. Per the bylaw, an animal control officer may become involved in the event of at-large or otherwise dangerous pet on WMFN Lands.

## **13 QUIET ENJOYMENT**

13.1 Homeowners have a right to peaceful enjoyment in their Residential Unit, including:

- a) Reasonable privacy;
- b) Freedom from unreasonable disturbance;
- c) Exclusive possession of the Residential Unit, subject only to the Housing Departments right to enter the Residential Unit in accordance with this Policy and the Homeowner's Agreement;
- d) Exclusive use of the Lot where the Residential Unit is located, subject to the Housing Department right to enter the Lot in accordance with this Policy and the Homeowner's Agreement.

13.2 Homeowners must ensure that they, their Guests, their pets, and their Occupants don't unreasonably disturb neighbours and/or the community including (but not limited to) with unreasonable noise, odour, excessive second-hand smoke, or harassment of a neighbouring Tenant or Homeowner.

13.3 Disturbance complaints should be submitted to the Housing Department. After getting a Disturbance Complaint from a Homeowner, the Housing Department will take steps to address the problem. This may include actions up to and including intervention by the RCMP as required. For example, the Housing Department may need to speak to a Homeowner about noise if it bothers neighbouring Tenants or Homeowners by:

- a) Talking to the disruptive Homeowner about the problem;
- b) Letting the Homeowner who complained know what's being done to address the issue;
- c) Following up with the disruptive Homeowners in writing to explain:
  - i The details of the problem;
  - ii The reasonable amount of time allotted to resolve the problem; and
  - iii What may happen if the Homeowner doesn't fix the problem (e.g. serve Notice of Default and Repossession).



- 13.4 Please refer to WMFN bylaw regarding Disorderly Conduct on WMFN Lands. Per the bylaw, an officer (peace officer or by-law officer) may become involved in response to disorderly conduct or nuisance at WMFN.

## 14 GIVING NOTICE

14.1 The Housing Department and Homeowners may serve each other notices. Notices need to be in writing and all parties should keep copies for their records.

14.2 Notices from the Housing Department may include: Notice of Homeowner Fee Payment Default, Notice of Meeting, Notice of Entry.

14.3 The following table sets out acceptable methods for delivery of notices from the Housing Department (or a designate) to a Homeowner, and when a Notice is considered received:

<b>Method by Housing Department:</b>	<b>It's considered received by Homeowner...</b>
Give a copy directly to the Homeowner	Same day
Attach a copy to the door or other noticeable place at the address where the Homeowner lives (the Housing Department should take a photo of the Notice attached to the Residential Unit)	3 Days later when the Homeowner does not say or show that they received it on an earlier date
Leave a copy with an Adult who appears to live with the Homeowner (the Housing Department should note the name of the person)	Same day
Email a copy to the email address provided by the Homeowner	3 Days later when the Homeowner does not say or show that they received it on an earlier date
Slide a copy under the Homeowner's door	Not considered served – this is NOT an acceptable method
Using text messaging	Not considered served – this is NOT an acceptable method

14.4 The following table sets out acceptable methods of Notice from the Homeowner to the Housing Department, and when a Notice is considered received:

<b>Method by Homeowner</b>	<b>It's considered received by the Housing Department...</b>
Give a copy directly to Housing Manager during WMFN Hours of Work	Same day
Leave a copy with reception at the WMFN Administration Office during WMFN Hours of Work	Same day

Email a copy to the email address provided by the Housing Department	3 Days later when the Housing Department does not say or show that they received it on an earlier date
Using text messaging	Not considered served – this is NOT an acceptable method

## **15 WMFN RIGHT TO ENTER**

- 15.1 The Housing Department may enter:
- a) any common areas that are shared with others, without Notice;
  - b) the Residential Unit or Lot to complete or inspect agreed upon repairs and maintenance, with Notice of Entry;
  - c) the Residential Unit or Lot if there is suspected extraordinary damage or significant risk to the unit, with Notice of Entry;
  - d) the Residential Unit or Lot if there is an emergency and entry is necessary to protect life or property, without Notice.
- 15.2 The Housing Department may enter a Residential Unit or Lot in one of the following circumstances:
- a) the Homeowner is home and agrees to let the Housing Department in;
  - b) the Homeowner agreed in advance to let the Housing Department enter;
  - c) the Homeowner was given written Notice of Entry outlining the date, time and purpose of entry, and the Notice of Entry was considered received at least 24 hours before, and not more than 30 Days before the entry;

## **16 MORTGAGE PAYMENT RESPONSIBILITIES**

- 16.1 To ensure the viability of this program it is expected that Homeowners will honour the terms of their Mortgage Agreement with the financial institution by making the necessary payments and performing any other obligations.
- 16.2 Where the Homeowner is in default on Mortgage Payments, it is the responsibility of the Homeowner to negotiate a resolution to this default with the financial institution.
- 16.3 Where the Homeowner has failed to resolve the default of the Mortgage Agreement to the satisfaction of the financial institution, resulting in foreclosure and the exercising of the Ministerial Loan Guarantee, the Housing Department will take steps to repossess the Residential Unit.

## **17 REPOSSESSION**

- 17.1 WMFN may repossess a Residential Unit with Notice for the following reasons:
- a) Where the Homeowner has Abandoned the Residential Unit.
  - b) Where the Financial Institution has foreclosed on the Residential Unit by exercising the Ministerial Loan Guarantee, the Housing Department

may repossess the Residential Unit for cause by issuing a Notice of Default and Repossession on one (1) months' Notice.

- c) Where the Homeowner, pets, or their Guests or Occupants have:
- i caused extraordinary damage or put the Residential Unit or Lot at significant risk;
  - ii damaged the Residential Unit or Lot beyond reasonable wear and tear;
  - iii seriously risked the health, safety, or rights of WMFN, the community or neighbours;
  - iv significantly interfered with or unreasonably disturbed WMFN, the community or neighbours;
  - v engaged in Illegal Activity that has adversely affected the quiet enjoyment, security, safety, or physical well-being of WMFN, the community, or neighbours;
  - vi engaged in Illegal Activity that has caused or is likely to cause damage to the Residential Unit or Lot beyond reasonable wear and tear; or
  - vii engaged in Illegal Activity that has risked a lawful right or interest of WMFN, the community or neighbours. .

17.2 The Housing Department may notify the RCMP of the Repossession to ensure WMFN can secure vacant possession of the Residential Unit as soon as reasonably possible.

17.3 All correspondence will be copied to Family Councillors.

17.4 Following a Repossession or where a Residential Unit has been Abandoned, if necessary, WMFN will remove possessions from the Residential Unit and store possessions for a maximum of three (3) months. Costs associated with removal and storage will be accrued to the former Homeowner. WMFN shall not be responsible for any lost, stolen, or damaged items.

17.5 In the event of a Repossession, the Homeowner shall vacate the Residential Unit and Lot by 1PM on the date included in their Notice of Default and Repossession.

17.6 When vacating a Residential Unit in this program, the Homeowner is responsible for leaving the unit in a clean condition outlined in the Move Out Guide.

17.7 Where the Homeowner fails to meet provisions of Section 17.6 as required and confirmed during the post occupancy inspection by the Housing Department, the Housing Department shall arrange for cleaning and repairs necessary to return the Residential Unit and Lot to a clean condition.

- 17.8 Where the former Homeowner fails to meet the requirement of Section 17.6, this failure will be documented in the former Homeowner's housing file and taken into account where relevant to WMFN's future decisions, including housing applications from the former Homeowner. The Housing Department shall re-key the Residential Unit following a Repossession.
- 17.9 Where a Residential Unit has been repossessed, the unit shall revert to WMFN and be used thereafter as a Nation Owned Rental unit.
- 17.10 Residential Units that become Nation Owned Rentals shall receive an initial post-occupancy inspection and any required repairs/maintenance to ensure compliance with health and safety requirements and prepare the unit for future occupancy.

## **18 DEFAULTS ON HOMEOWNER FEE PAYMENT**

- 18.1 If payment of Homeowner fees is late, the Housing Department shall deliver a Notice of Payment Default to the Homeowner within 7 Days of payment due date.
- 18.2 The Homeowner must either pay the amount owing or enter into a Repayment Agreement with WMFN. If the Homeowner does not pay all amounts owing and does not enter a Repayment Agreement within 2 business days of receiving the Notice of Payment Default, the Housing Department shall issue a Notice of Meeting to discuss any barriers to paying and negotiate and sign a written Repayment Agreement. Meetings may be rescheduled to accommodate the Homeowner and WMFN Administration, however, must take place within 14 Days of the Notice of Meeting.
- 18.3 The Housing Department is authorized and empowered to cause disconnection or discontinuance of services to the Residential Unit where the Homeowner has failed to pay the Homeowner fees, has not entered a Repayment Agreement to repay the Homeowner fees owing, and has not scheduled a meeting or attended a scheduled meeting to negotiate a Repayment Agreement.
- 18.4 Unpaid Homeowner fees will be considered a debt owing to WMFN and impacts the financial standing of the Homeowner with WMFN.

## 19 MAINTENANCE AND REPAIRS

- 19.1 WMFN will provide certain infrastructure services to Residential Units in this program including:
- a) water
  - b) sewer
  - c) building insurance
  - d) garbage and recycling removal
  - e) roof snow removal during heavy snowfall events and/or excessive build-up of snow and ice on roofs; and
  - f) driveway snow removal after snowfall events in excess of 3 inches.
- 19.2 Fees for these infrastructure services will be outlined in the Homeowner Agreement as Homeowner Fees.
- 19.3 The Homeowner is responsible for all other Residential Unit and Lot maintenance and repairs including:
- a) normal wear and tear
  - b) damage caused by Homeowner (including emergency first responder forced entries, break & enters, vandalism, or other Occupants, Guests and/or pets)
  - c) insurance deductible for any claims resulting from Homeowner damages to the Residential Unit and/or Lot; and
  - d) renovations, alterations, additional structures, and any other Improvements.
- The Housing Department is not responsible for the cost or conduct of any repairs or maintenance to Residential Units in this program apart from what is provided in exchange for Homeowner Fees as outlined in Section 19.1. Subject to availability of staff and scheduling, and the Homeowner may hire the Housing Department to provide repairs and maintenance, with a written agreement outlining the Homeowner's responsibility to pay the costs associated.
- 19.4 If a Homeowner is to be absent for more than thirty (30) Days, written notification to the Housing Department is required and arrangements must be made for payment of Mortgage and Homeowner Fees, and continued supply of power and heat within the unit. In emergency situations, notification must be made as soon as practicable after the absence has begun.
- 19.5 Homeowners may be eligible for ISC and other grant funding for Major Repairs and renovations through grants. Subject to availability of funding and scheduling, the Housing Department may assist with development of grant applications for such Major Repairs and renovations as applicable;

however, WMFN will not assume responsibility for ensuring funding for Major Repairs and renovations for Residential Units in this program.

## 20 RESPONSIBILITIES WHEN LIVING ON WMFN LANDS

20.1 Homeowners are responsible for their own actions on WMFN Lands, as well as the actions of their pets, Occupants, and Guests. This Section outlines certain conditions for ensuring that WMFN Lands remain safe and hazard free. They are not exhaustive.

20.2 Groundwater and Infrastructure: Homeowners must ensure they do not contaminate or jeopardize groundwater or infrastructure services. For example, the following is not permitted on WMFN Lands:

- a) unauthorized ground disturbance;
- b) unauthorized alterations to the Lot and/or surrounding lands and vegetation;
- c) unauthorized installation or erection of buildings and structures on the Lot and/or surrounding lands
- d) spillage of contaminants;
- e) unauthorized driving on infrastructure right of ways with any type of vehicle or equipment;
- f) storage of personal vehicles or machinery;
- g) use and storage of any hazardous/toxic materials; and/or
- h) unauthorized dumping of any garbage, refuse or hazardous/toxic materials.

If groundwater or infrastructure services are contaminated or jeopardized, the Homeowner will be responsible for paying any costs associated with the damage, including the cost to remedy. If WMFN incurs costs to remedy, the Housing Department is authorized to and shall charge the responsible Homeowner an additional penalty of 10% of the cost incurred, or \$100, whichever is greater.

20.3 Dangerous Goods: Homeowners must ensure the proper storage of dangerous goods in, at, and near their Residential Unit, including for all combustibles, explosives, gases, flammable and combustible liquids, flammable solids, oxidizing substances, poisonous and infectious substances, corrosives and any other products, substances or organisms considered to be dangerous to life, health, property, or the environment when handled in accordance with the applicable laws. Homeowners must ensure that the storage of fuel is in accordance with applicable laws,



including the Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations.

20.4 Vehicles: Homeowners must not park, keep, or store more than two (2) vehicles of any type per Residential Unit, this includes recreational vehicles, campers, or holiday trailers.

- a) Both vehicles, and any guest vehicles, must be parked within the boundaries of the Lot, on the supplied parking pad or driveway associated with the Residential Unit, unless the Homeowner has obtained pre-authorization from the Housing Department in writing.
- b) Where a vehicle is not parked on the pad or driveway and there has been no pre-authorization, WMFN shall remove the vehicle(s) from the Lot and shall invoice the Homeowner for any related costs.
- c) Upon request, Homeowners must supply to the Housing Department information about vehicle type, make and model, insurance, and registration status for any vehicle parked at their Residential Unit. Failure to respond to a request for vehicle information, may result in WMFN towing unknown vehicles. WMFN shall remove unknown vehicles from the Lot and shall invoice the Homeowner for any related costs.

20.5 Firearms: Homeowners must ensure that firearms are stored in a safe and secure manner in accordance with applicable laws, including the Storage, Display, Transportation and Handling of Firearms by Individuals Regulations.

## **21 MORTGAGE DISCHARGE AND CERTIFICATE OF CUSTOM HOLDING**

- 21.1 When the Mortgage has been discharged by the financial institution and the MLG is no longer required, the Homeowner will be eligible for a Certificate of Custom Holding provided that:
- a) The financial institution has confirmed that the Mortgage is discharged and the MLG is no longer required;
  - b) The Homeowner has met all the terms and conditions of the MLG Agreement with WMFN and the MLG Agreement can be terminated;
  - c) All associated charges (including housing and administrative costs associated with repairs and maintenance owed by the Homeowner to WMFN) have been paid in full;
  - d) Proof of content and liability insurance is provided;
  - e) The Homeowner has a current, signed Homeowner Agreement; and
  - f) The Homeowner is in Good Financial Standing.
- 21.2 The Housing Department shall provide the Homeowner with a summary outlining any outstanding costs or conditions required prior to issuing a Certificate of Custom Holding in accordance with the requirements set out in Section 21.1.
- 21.3 Once the conditions in Section 21.1 have been satisfied, and the MLG terminated, WMFN shall issue a Certificate of Custom Holding to the Homeowner for the Residential Unit, as authorized by a BCR.
- 21.4 No Certificates of Possession (C.P.'s) of land shall be given by Council within WMFN Lands.
- 21.5 Upon issue of a Certificate of Custom Holding, the Homeowners Agreement continues to apply, and the Member-Owned Homes Policy will apply to the Residential Unit, which will now be considered a Member-Owned Unit.

**REVIEWED & RECOMMENDED**

This WMFN Nation Secured Mortgage Housing Policy has been reviewed and approved by a quorum of Council on [June 14, 2017], coming into force on [June 14, 2017]:	
Councillor: Patricia Brown	
Councillor: Dean Dokkie	
Councillor: Robyn Fuller	
Councillor: Clarence Willson	
This policy has been reviewed and amended by a quorum of Council:	April 25, 2018
	March 19, 2024 (General Review and Amendments)