



CURVE LAKE FIRST NATION
HOUSING REPAIR AND RENOVATION LOAN POLICY
September, 2008

WHEREAS:

1. Curve Lake First Nation has developed and administered a program to assist members of Curve Lake First Nation in making repairs and renovations to their Houses located on the First Nation.
2. This program provides financial assistance in the form of a loan with interest rates and repayment terms determined by Council from time to time, to members of Curve Lake First Nation who wish to repair or renovate a home on lands within the boundaries of First Nation lands for which they hold a registered Certificate of Possession.
3. It is in the best interests of the First Nation community that the eligibility and selection criteria, the approval process, the security and the enforcement of repayment of such loans be clearly established and communicated to all First Nation members.

NOW THEREFORE the Council of Curve Lake First Nation adopts the following as its Housing Repair and Renovation Loan Policy as of the date herein.

1. DEFINITIONS

- (a) **“Applicant”** means the CLFN member making an application for a Housing Repair and Renovation Loan or in the case of a joint application, means each Applicant jointly and severally.
- (b) **“Council”** means the Chief and Councillors from time to time of Curve Lake First Nation.
- (c) **“CLFN”** means Curve Lake First Nation as represented by Council.
- (d) **“Complete Application”** means that all documentation and information required by the Application has been provided to the responsible employee at CLFN and the Application has been signed, witnessed and dated.
- (e) **“House”** means the House which is the subject of the Housing Repair and Renovation Loan and which is situate on the Land to be subject to the Mortgage.
- (f) **“Housing Committee”** means the standing committee of CLFN Council.
- (g) **“Housing Repair and Renovation Loan”** means a loan from CLFN to the successful Applicant to be used to renovate a single family dwelling on the mainland of Curve Lake First Nation No. 35.
- (h) **“INAC”** means the Department of Indian and Northern Affairs Canada as represented by Her Majesty the Queen in Right of Canada.
- (i) **“Land”** means the CLFN lands for which the Applicant holds a registered Certificate of Possession and upon which the House is located.
- (j) **“Mortgage”** means a Mortgage on the Land securing a Housing Repair and Renovation Loan made under this Policy.
- (k) **“Policy”** or **“Housing Repair and Renovation Policy”** means this Housing Repair and Renovation Loan Policy as amended from time to time.
- (l) **“Spouse”** means a spouse under the *Family Law Act*, R.S.O. 1990, c. F.3 or a common law spouse of the Applicant.
- (m) **“Work”** means the work paid for in whole or in part by a Housing Repair and Renovation Loan.

2. GENERAL CRITERIA

All Applicants shall meet the following criteria:

- (a) The Applicant must be a member of Curve Lake First Nation at the time the Application is made.
- (b) The Spouse of the Applicant must sign the Housing Loan Agreement and all other security documentation as a party, if the Spouse is a member of CLFN or as a guarantor, if the Spouse is not a member of CLFN.
- (c) The Applicant must be 18 years or over at the time of the Application.
- (d) The Application must pertain to a single family residence occupied on a permanent basis by the Applicant alone or by the Applicant with his spouse or dependants.
- (e) The Applicant must have completed the CLFN Application Form and have provided up to date information as required by the Application, supported by documentation as required by CLFN.
- (f) Any Applicant who had been approved for a previous Housing Repair and Renovation Loan or Mortgage and has;
 - (i) not paid that Loan in full; or
 - (ii) has defaulted on the terms or conditions of that Loan;is ineligible to apply for a Housing Repair and Renovation Loan under this Housing Repair and Renovation Loan Policy until the initial Housing Repair and Renovation Loan is paid in full or where the previous Housing Repair and Renovation Loan was in default, for a period of three (3) years from the date of default of the first Housing Repair and Renovation Loan.
- (g) An Applicant who, through his willful neglect or intentional malice allowed his House to be damaged or to fall into disrepair to the extent that the same was not fit for habitation or was condemned is ineligible to apply for a Housing Repair and Renovation Loan under this Housing Repair and Renovation Loan Policy for a period of ten (10) years from the date of the First Nation becoming aware of the condition of the Applicant's home.
- (h) The Applicant must have;

- (i) a good credit rating with the First Nation and must not have defaulted on any other loan from CLFN including, without limiting the foregoing, housing or economic development loans, and
 - (ii) must have a demonstrated income level sufficient to maintain the Housing Repair and Renovation Loan in good standing.
- (i) Any Applicant who lies or provides false or misleading information on his Application shall immediately be disqualified from receiving a Housing Repair and Renovation Loan and his Application shall be deemed "inactive" for a period of at least three (3) years.
 - (j) The Applicant is required to retain the services of a Contractor and must submit with the Housing Repair and Renovation Loan Application two written estimates from qualified Contractors which;
 - (i) describe the nature of the Work to be done with sufficient clarity;
 - (ii) estimate the cost of such Work, including labour and materials;
 - (iii) provides proof that the Contractor has Worker's Safety Insurance Benefits and Liability Insurance to the satisfaction of the Capital Projects Co-ordinator.
 - (k) The Applicant must demonstrate to the satisfaction of the Capital Projects Co-ordinator, that the Work is essential to;
 - (i) replace or repair substantial components of the house which due to disrepair render the structure unsafe; or
 - (ii) bring the House up to current fire and safety standards for a single family residence; or
 - (iii) increase living space to remedy over crowding (as defined in Section 6(b)(xii) below; or
 - (iv) to meet the special needs identified in a letter from a qualified physician for an permanent occupant of the House; or
 - (v) improve the energy efficiency of the House; or
 - (vi) improve the exterior of the House to improve insulation or to protect the interior of the House from the elements; or

- (vii) such other repair or Housing Repair and Renovation which, in the opinion of the Capital Projects Co-ordinator is necessary for the continued safe, healthy occupation of the House by the Applicant and his family and is not of a merely cosmetic or nonessential nature.

3. APPLICATIONS

- (a) The Application shall be sworn under oath and in a form and shall contain such information as prescribed by Council of CLFN from time to time.
- (b) Applications shall, as minimum, include all of the following:
 - (i) Two written estimates from qualified Contractors which;
 - (A) describe the nature of the Work to be done with sufficient clarity; and
 - (B) estimate the cost of such Work, including labour and materials.
 - (iii) If the amount of the estimates exceeds the maximum funding available under this Policy, the Applicant shall provide proof, satisfactory to the CLFN Capital Projects Co-ordinator that the Applicant has sufficient funds to pay for any costs over the funding amount and any cost overruns.
 - (iv) A Certificate of Possession registered with INAC in the Applicant's name for the Lands which are to be subject to the Mortgage Security.
 - (v) A Canada Lands Survey Record (CLSR) registered with INAC of the Lands described in the Certificate of Possession.
- (c) The Applicant shall be required to have the House inspected by a representative of CLFN and to obtain a "pre-inspection" report which sets out the deficiencies, repairs or maintenance to determine the need and priority of the Work.
- (d) Applications shall only be kept on file for one year, unless amended in accordance with 3(f) below.

- (e) It is the responsibility of the Applicant to ensure that his Application is Complete. Applications will not be included in the Approval Process until they are Complete.
- (f) Applicants may amend their Application at any time by completing and signing an amended Application.

4. APPLICATION PROCESS

- (a) Complete Applications shall be reviewed by the CLFN Capital Projects Co-ordinator and he shall put forward a Recommended Priority List of those applications that meet the criteria of this Policy to Council for approval.
- (b) The Recommended Priority List submitted to Council shall be in order of those received and identified only by the Application Number assigned by the CLFN Capital Projects Co-ordinator and shall not identify the Applicant, except in the case of an "Emergency" as defined in Section 4(c).
- (c) The Applications on the Recommended Priority List are approved on a "first come, first served" basis, except in the case of what the Capital Projects Co-ordinator deems to be an "Emergency". An "Emergency" situation is one in which the repair or renovation is needed immediately to ensure the safety or security of the Applicant or the Applicant's family.
- (d) Council will not approve Applications on the Recommended Priority List where the total funding approved would exceed funding available to CLFN at that time,
- (e) Once the Council has made a decision, the CLFN Capital Projects Co-ordinator shall notify the successful Applicant that a Housing Repair and Renovation Loan is available to that Applicant. Such notice shall be in writing and sent by registered mail to the address indicated on the Application.
- (f) The notice shall indicate;
 - (i) the amount and terms of the Housing Repair and Renovation Loan approved;
 - (ii) the manner by which funding will be paid and when the first portion of the funding will be available.

- (g) Housing Repair and Renovation Loans shall be advanced as follows:
 - (i) All advances shall be made to the Applicant or as the Applicant directs in writing;
 - (ii) 50 % is payable upon signing the Mortgage; and
 - (iii) the remainder of the funds upon CLFN issuing a final inspection report confirming that all the Work has been completed in accordance with the contract.
- (h) Decisions of Council are final and binding.
- (i) Only "Complete" Applications shall be considered by the Capital Projects Co-ordinator.

5. SECURITY - MORTGAGE

- (a) Prior to any Housing Repair and Renovation funds being advanced, each successful Applicant shall be required to;
 - (i) execute a copy of this Housing Repair and Renovation Loan Policy indicating that they have read and understood its provisions and agreeing to abide by the terms of this Policy at the time of signing;
 - (ii) execute a Mortgage in a form prescribed by CLFN from time to time;
 - (iii) execute a contract between the Applicant and a General Contractor;
 - (iv) sign an Acknowledgement in a form prescribed by CLFN from time to time in which the Applicant acknowledges and agrees;
 - (A) that he shall be solely responsible for supervising the work of the Contractor and all other subcontractors;
 - (B) that CLFN, Council, the Housing Committee, nor CLFN staff or contractors shall be responsible for any aspect of the construction, supervision of the work, quality of work, cost overruns or defective work or materials;

- (C) to assume the risks of the Housing Repair and Renovations;
 - (D) that CLFN is only obligated to advance the amount as set out in the Mortgage at the times prescribed and in the event that the cost of construction exceeds the funds advanced by CLFN, the Applicant shall be solely responsible for such overruns and shall not apply for additional funding from CLFN with respect to that House which is the subject of the Approved Application;
 - (E) that any disputes between the Contractor, or subcontractor shall be resolved between the applicable party and the Applicant and the Applicant understands he must obtain and pay for his own legal counsel if necessary;
 - (F) that none of the CLFN Chief or Councillors, the Housing Committee members or staff shall be obligated to mediate, assist with or resolve any such disputes;
 - (G) the sole obligation of CLFN shall be to conduct inspections prior to advances under the mortgage to verify the stage of construction; and
 - (H) In the event that the Applicant declines the Loan after having provided the Notice of Acceptance, the Applicant shall be responsible for reimbursing CLFN for all costs, expenses and charges incurred to the date of the Applicant's withdrawal in an amount to be determined at the unfettered discretion of Council and such costs, expenses and charges shall be deemed to be liquidated damages and not a penalty.
- (v) pay in advance CLFN's legal and other administrative costs as set by Council from time to time or at the Applicant's option, have such costs added to the principal amount of the Loan;
 - (vi) sign and provide the First Nation with a Transfer of the Land to the First Nation which will be held as additional security for the Loan; and

(vii) provide proof satisfactory to the CLFN Capital Projects Co-ordinator of the Applicant's fire and public liability insurance as required by CLFN, showing CLFN as the first mortgagee.

(b) The Mortgage Agreement shall, at a minimum set out;

(i) **The total amount of the Mortgage and its due date.**

The Mortgage shall set out the Principal Amount of the Mortgage.

The maximum amount for "Minor Housing Repair and Renovation Loans" and "Major Housing Repair and Renovation Loans" shall be determined at Council's discretion from time to time.

(ii) **The interest rate payable and how it is calculated.**

The interest rate shall be set at the time the Mortgage is made by Council of CLFN and shall be calculated on a semi-annual basis, not in advance.

(iii) **The method by which funds will be advanced.**

The mortgage funds shall be advanced in stages as prescribed by Council by Band Council Resolution from time to time, in accordance with Section 4(h) herein.

(iv) **Location and address of the House and Land**

The legal description and street address of the property upon which the House is to be located.

(v) **Term**

The Term of the Mortgage shall be for five (5) years, All Mortgages shall be open for pre-payment in part or in full at any time without penalty or interest.

(vi) **Amount and due dates of payments.**

"Minor Housing Repair and Renovation Loans" shall be repaid in blended monthly installments of principal and interest at the rate of \$100.00 per month and "Major Housing Repair and Renovation Loans" shall be repaid in blended monthly payments of principal and interest at the rate of \$200.00 per month.

All payments shall be made monthly in advance.

(vii) **Terms and conditions.**

The Terms and Conditions of the Mortgage which are set out in paragraph 6 below.

(viii) **Default**

What constitutes default under the Mortgage is set out in paragraph 7 below.

6. **TERMS AND CONDITIONS OF MORTGAGE**

- (a) The Applicant understands and agrees that the Mortgage binds the Land of the Applicant and will remain in full force and effect until the full amount of the Mortgage, plus interest and costs has been paid in full, at which time CLFN shall discharge the Mortgage at the Applicant's expense.
- (b) The Applicant further understands and agrees that in the event of default, Curve Lake First Nation may take possession of the Land under the terms of the Mortgage and may register the Transfer after having complied with the terms of the Mortgage.
- (c) The Applicant covenants that:
 - (i) The Applicant shall, in the manner set out in the Mortgage, repay the principal, interest and costs the Mortgage secures at the times and upon the terms set out in the Mortgage;
 - (ii) The Applicant shall maintain adequate fire insurance on the buildings secured by the Mortgage and public liability insurance of not less than \$2,000,000 per occurrence with CLFN named as the first Mortgagee and shall provide CLFN with proof of the same annually on the anniversary of the Mortgage execution date.
 - (iii) Each person named on the Certificate of Possession must be an Applicant and all Applicants shall be jointly and severally liable under the Mortgage;
 - (iv) If the Applicant's spouse is a member of CLFN, but is not on the Certificate of Possession or if the Applicant's spouse is not a member of CLFN, he or she shall execute the

Mortgage as a Guarantor and shall provide consent as a spouse as defined in the Ontario *Family Law Act*, R.S.O. 1990. c. F.3, as amended from time to time;

- (v) CLFN shall not be obligated to advance the Mortgage funds or any part thereof secured hereunder if the Applicant defaults in any of the provisions of the Housing Repair and Renovation Policy or Mortgage prior to any advance.
- (vi) All Applicants shall remain members of CLFN during the entire term of the Mortgage;
- (vii) The Applicant shall personally reside in the house which is the subject of the Mortgage;
- (viii) During the entire term of the Mortgage, it shall be the Applicant's responsibility to keep the House and Land secured by the Mortgage in a good state of repair, fit for occupation and shall maintain and make repairs as necessary at the Applicant's expense;
- (ix) The Applicant holds a Certificate of Possession registered with INAC for the Land which is to be the subject of the Mortgage;
- (x) The Land described in the Certificate of Possession has been registered with INAC;
- (xi) After taking occupation, the Applicant shall permit CLFN or its agent to inspect the House on an annual basis upon twenty four hours notice in advance from CLFN to ensure compliance with this Policy and the Mortgage;
- (xii) The Applicant shall not permit the House to become overcrowded. For the purposes of the Mortgage, "overcrowding" means having more than the allowable number of persons per bedroom residing in the house as follows:
 - (i) one bedroom for each adult or couple.
 - (ii) one bedroom for each child 16 years or over.
 - (iii) one bedroom for two children of the same sex up to 16 years of age.

- (iv) one bedroom for two children of the opposite sex up to 5 years of age;
- (xiii) The Applicant agrees that construction of such improvement shall commence no later than 90 days from the date upon which CLFN makes the first advance under the Housing Repair and Renovation Loan and is completed in accordance with the Plans within six (6) months of the date of commencement of construction;
- (xiv) The Applicant is responsible for arranging to have a representative of CLFN or its employee or agent inspect and approve the construction improvements in writing prior to any further advance.
- (xv) Upon request of CLFN, the Applicant shall provide evidence satisfactory to CLFN as to compliance with each of the above covenants or conditions.

7. DEFAULT PROVISIONS

An Applicant shall be deemed to be in default of the Mortgage if:

- (a) The Applicant is in default of any payment for at least fifteen (15) days or upon breach of any term, condition or covenant of this Housing Repair and Renovation Policy or the Mortgage and on at least thirty five (35) days notice in writing given to the Applicant at his last known address on record with CLFN, the Applicant fails to cure such default or breach;
- (b) The Applicant is no longer a member of CLFN;
- (c) The Applicant dies;
- (d) The Applicant becomes insolvent or bankrupt during the term of the Mortgage;
- (e) The Applicant sells or otherwise disposes of title to the House or Land;
- (f) The Applicant has failed to obtain or maintain Insurance as required by the Mortgage;
- (g) The Applicant has abandoned the property; For the purposes of this Policy, "abandoned" means the Applicant is absent from the

House for six (6) consecutive months without first obtaining the written consent of CLFN;

- (h) The Applicant does not initiate the approved repair or Housing Repair and Renovation within ninety (90) days of the Loan being advanced or complete the work within six (6) months of the date of commencement of the construction;
- (i) The Applicant uses the House secured by the Mortgage for any other purpose other than a single family residence;
- (j) The Applicant fails to maintain the House or Land in a good state of repair or does or allows anything to be done which lessens the value of the House or Land or impairs the security of CLFN, at the sole and unfettered discretion of Council;
- (k) The Applicant has provided information to CLFN as required by this Policy or the Mortgage and any of that information is false;
- (l) The Applicant has breached any of the terms, conditions or covenants of the Mortgage or this Housing Repair and Renovation Policy and has failed to remedy the default or indicate a willingness satisfactory to Council to cure the default after having received ten (10) days notice in writing from CLFN of the particulars of such breach; or
- (m) The Applicant has failed to provide proof satisfactory to CLFN of compliance with the above terms or conditions within ten (10) days of request by CLFN.

8. REMEDIES OF CLFN IN THE EVENT OF DEFAULT

In addition to any other remedies as set out in the Mortgage or at law, In the event of default, the Applicant understands and agrees that:

- (a) At the discretion of Council, the principal amount outstanding of the Mortgage and any interest thereon shall be accelerated and the full amount of the Mortgage, plus interest and costs is immediately due and payable; and
- (b) CLFN may pay any premiums of insurance which may fall due and are unpaid by the Applicant and such payments of CLFN may be added to the Mortgage principal; and

- (c) CLFN may add to the Mortgage all its costs, charges and expenses (including legal costs on a full indemnity basis) which may be incurred in collecting any payment due under this Mortgage, enforcing any term, condition or covenant, realizing on its security, or taking, recovering, maintaining, keeping possession of, selling or leasing the Land and House; and
- (d) CLFN may sue the Applicant and/or the Guarantor in the Ontario Superior Court of Justice, Federal Court or any other Court of competent jurisdiction for the full amount of the Mortgage, possession, interest and its costs; and
- (e) CLFN may set off as against any amounts owing under the Mortgage any amounts owing by the First Nation to the Applicant, including without limitation, payments under any contract for services, wages, or any other amounts owing by the First Nation to the Applicant; and
- (f) CLFN may, after having given the Applicant thirty-five (35) days written notice to do so, without further notice to the Applicant;
 - (i) enter into and take immediate possession of the Land and House, evict the Applicant and all other occupants, change the locks on the House without interference, suit, hindrance, interruption or denial of the Applicant or any other person and without further notice to the Applicant; and
 - (ii) as it deems necessary, make arrangements for repair, insuring heating, maintaining, leasing, collecting rents or managing the House and Land;
 - (iii) sell, lease or rent the whole or any part of the House or Land in such manner and upon such terms as to Credit and otherwise as shall appear to it to be advantageous and for such prices as can reasonably be obtained; and
 - (iv) transfer the Land to the First Nation.
- (g) CLFN shall apply any sale proceeds or rent as follows:
 - (i) Payment of any costs, charges or expenses incurred in taking, recovering, repairing, insuring and keeping possession of the House and Land; and
 - (ii) Payment of all expenses incidental to the sale or lease;

- (iii) Payment of all interest owing under the Mortgage;
- (iv) Payment of the Principal Amount of the Mortgage;
- (v) Payment of the balance, if any to the Applicant.

9. PROCEDURE ON DEFAULT

(a) Default in Payments

In the event that the Applicant is more than fifteen (15) days late with any payment due under the Mortgage, the General Manager shall send notice to the Applicant at the last address known to CLFN indicating the following:

- (i) The date the payment was due;
- (ii) That the Applicant is default;
- (iii) This is the Applicant's FIRST NOTICE;
- (iv) The amount in default;
- (v) That failure to pay the arrears in full by a specified date could result in the First Nation enforcing its rights, including without limitation;
 - (a) the full amount outstanding on the Mortgage being immediately due and payable;
 - (b) all costs incurred by CLFN enforcing its rights being added to the mortgage amount;
 - (c) CLFN setting off any amounts owing by the Applicant to the First Nation against amounts owing by the First Nation to the Applicant;
 - (d) CLFN entering into and taking possession of the Applicants House and Land and selling or leasing them to recover the full amount owing under the Mortgage.

- (vi) Advising the Applicant to review carefully the default provisions of the Mortgage and to pay the amount owing plus a specified amount for the First Nation's costs immediately by certified cheque, bank draft or cash delivered to the CLFN General Manager no later than a specified date, failing which the First Nation will take steps to enforce its rights.
- (vii) If the Applicant does not pay the arrears in full within the prescribed time limit, the First Nation shall give the Applicant FINAL NOTICE that the amount of the arrears must be paid in full, failing which the First Nation will enforce its rights as set out in the Mortgage.
- (viii) If the Applicant does not pay the arrears in full within the time prescribed in the FINAL NOTICE, the First Nation may issue a Power of Sale Notice as set out in the Standard Charge Terms of the Mortgage.

(b) **Breach of Covenants**

In the event that the Applicant is in breach of any term, condition or covenant of this Housing Repair and Renovation Policy or the Mortgage, the General Manager shall send notice to the Applicant at the last address known to CLFN indicating the following:

- (i) A description of the nature of the alleged breach and a recital of the specific provisions of the Housing Repair and Renovation Policy or the Mortgage which are alleged to have been breached;
- (ii) That the Applicant is in default;
- (iii) This is the Applicant's FIRST NOTICE;
- (iv) A description of what is required to remedy the breach;
- (v) The specific date by which the Applicant must cure the default (which date is ten (10) days from the date of the letter) and that failure to do so could result in the First Nation enforcing its rights under the Mortgage, which rights include, without limitation;

- (a) the full amount outstanding on the Mortgage being immediately due and payable;
 - (b) all costs incurred by CLFN enforcing its rights being added to the mortgage amount;
 - (c) CLFN setting off any amounts owing by the Applicant to the First Nation against amounts owing by the First Nation to the Applicant;
 - (d) CLFN entering into and taking possession of the Applicants House and Land and selling or leasing them to recover the full amount owing under the Mortgage.
- (vi) Advising the Applicant to review carefully the default provisions of the Mortgage and to remedy the default and to pay a specified amount for the First Nation's costs immediately by certified cheque, bank draft or cash delivered to the CLFN General Manager no later than a specified date, failing which the First Nation will take steps to enforce its rights.
- (vii) That if the Applicant does not remedy the breach in full within the prescribed time limit, the First Nation shall give the Applicant FINAL NOTICE that the breach continues and must be remedied within ten (10) days of the date of the Final Notice failing which the First Nation will enforce its rights as set out in the Mortgage.
- (viii) That if the Applicant does not remedy the breach within the time prescribed in the FINAL NOTICE, the First Nation may issue a Power of Sale Notice as set out in the Standard Charge Terms of the Mortgage.

10. DEATH OF THE APPLICANT

In the event of the death of an Applicant and the Mortgage remains outstanding, the following provisions shall apply:

(a) **Where the Spouse is a Member of CLFN, but Not a Party**

In the event of the death of the Applicant who has a Spouse who is a member of CLFN, but is not a party to the Mortgage or is a guarantor on the Mortgage, at the discretion of the Applicant's Estate Trustee, the Mortgage shall not be deemed in default if the said Spouse has the Certificate of Possession transferred to his or her name and executes the then current form of Mortgage and the then current Housing Policy within six (6) months of the date of death of the Applicant.

(b) **Where Non-CLFN Member Spouse**

In the event of the death of the Applicant and,

- (i) the Applicant has a non-CLFN member spouse and non-CLFN member children, or has CLFN member children, but they are all under eighteen (18) years of age, the Mortgage may be deemed in default by Council and the Applicant's spouse or children may be permitted to remain in possession of the House and Land as renters for such period and at such rent as at the sole and unfettered discretion of Council; or
- (ii) the Applicant has a non-member of CLFN spouse, but a child or children who are members of CLFN and are over the age of eighteen (18) years, the Mortgage may, at the discretion of the Applicant's Estate Trustee, be assigned to such child or children of the Applicant who is a member of CLFN only with the express, prior written of Council (which consent may be unreasonably withheld) and the non-member spouse and any dependent child or children may be permitted to remain in possession at the unfettered discretion of Council or in accordance with any residency by-laws of CLFN.

11. SEPARATION OR DIVORCE OF APPLICANT

(a) **Deemed Separation if Applicant moves out**

If the Applicant separates from his spouse within the meaning of the Ontario *Family Law Act*, and vacates the House, the House shall be deemed to be abandoned by the Applicant and the Mortgage shall be deemed in default at the discretion of Council. In special circumstances, for example where any of the Applicant's Dependents are in danger, Council may use their unfettered discretion as to whether or not the Loan is deemed in default.

(b) **Possession by Non-Member Spouse where Applicant moves out**

A non-member spouse and member children of the Applicant may only remain in possession of the House without the Applicant if the Mortgage is kept in good standing and with the prior, express, written consent of Council, which consent may be unreasonably withheld.

(c) **CLFN shall not mediate disputes between Spouses**

The Applicant acknowledges and agrees that CLFN shall not mediate or become involved in any disputes between the Applicant and his Spouse; and no agreement or Court Order made regarding the Mortgage or possession of the House shall be binding on CLFN.

12. DISPUTES

All disputes and questions whatsoever which shall arise between the Applicant and CLFN staff or member of the Housing Committee in connection with this Policy, its administration, interpretation or application thereof or any Section or thing contained in this Policy or as to any act, deed or omission of the Applicant or CLFN, its staff or Housing Committee members or as to any other matter in any way relating to this Policy which cannot be resolved by negotiation shall be resolved in the following manner:

- (a) The Applicant shall first submit a written summary of his concerns to the CLFN Capital Projects Co-ordinator or the CLFN staff member whom he feels has responsibility for the question at issue. The Applicant shall provide a copy of the summary to the General Manager.
- (b) The CLFN Capital Projects Co-ordinator or staff member has ten (10) business days from the date of receipt of such written complaint to respond in writing to the Applicant with a copy to the General Manager.
- (c) In the event that the said CLFN Capital Projects Co-ordinator or staff member fails to respond in writing to the Applicant within the prescribed time or having responded, the Applicant is not content with the answer given; the Applicant may appeal the decision of the Capital Projects Co-ordinator or staff member in writing within ten

- (10) business days of having received the said written response to the General Manager.
- (d) The General Manager shall conduct an investigation into the allegations of the Applicant and shall provide the Applicant with a report of his findings and decision within thirty (30) business days of receipt of the appeal letter from the Applicant.
 - (e) In the event that the said CLFN General Manager fails to respond in writing to the Applicant within the prescribed time or having responded, the Applicant is not content with the answer given; the Applicant may appeal the decision of the General Manager in writing within ten (10) business days of having received the written response to the Housing Committee.
 - (f) The Housing Committee, having received such appeal from the Applicant shall obtain whatever information it requires from CLFN staff, the Applicant and other interested parties, shall conduct an investigation into the allegations of the Applicant and shall provide the Applicant with a report of its findings and decision within thirty (30) business days of receipt of the appeal letter from the Applicant.
 - (g) In the event that the Housing Committee fails to respond in writing to the Applicant within the prescribed time or having responded, the Applicant is not content with the answer given; the Applicant may appeal the decision of the Housing Committee in writing within ten (10) business days of having received the written response to the Council.
 - (h) Council shall permit the Applicant to make representations in person, by letter or by Affidavit at a regular meeting of Council no later than thirty (30) days after having received the Applicant's appeal. The Applicant shall submit his written materials to the CLFN General Manager no later than ten (10) days prior to the Council meeting at which his appeal is to be heard. Council shall be given copies of all the Applicant's appeal letters to CLFN staff and the Housing Committee and the responses to those letters no later than ten (10) days prior to the Council meeting at which the Applicant's appeal is to be heard.
 - (i) Council, at its unfettered discretion may request written submissions or oral evidence to be presented by any parties it deems to be interested in the proceedings, provided that the Applicant shall be given copies of such submissions or be given an opportunity to hear and respond to such submissions.

- (j) Council may adjourn the hearing of such appeal at the request of the Applicant or at its unfettered discretion provided that any such appeal must be heard by Council no later than six (6) months from the date of the Applicant's appeal to Council.
- (k) If the Applicant fails to appear at the Council meeting, of which he has been given at least ten (10) days written notice, or at any adjournment or continuation of that meeting, Council may proceed in the absence of the Applicant.
- (l) All decisions of Council shall be final and binding upon all parties and not subject to appeal.
- (m) The General Manager shall notify the Applicant in writing of the decision of Council within ten (10) business days of the decision being made.

13. GENERAL

(a) **Effective Date of this Policy**

This Housing Repair and Renovation Policy shall apply to all Mortgages made after the date of this Policy being approved by Band Motion as evidenced by a Band Council Resolution.

(b) **Amendments to this Policy**

Amendments to this Housing Repair and Renovation Policy may be made by motion of Council.

(c) **Waiver**

No waiver of any provision of this Policy shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Policy constitute a continuing waiver unless otherwise expressly provided.

(d) **Severability**

Each provision of this Policy shall be severable. If any provision is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder of this Policy.

(e) **Governing Law**

This Policy shall be governed by and construed in accordance with the laws of the Canada.

(f) **Notice**

- (i) Notice shall be deemed to effectively been given if CLFN leaves written notice with an apparently adult person at the Applicant's House, if occupied or, at the option of CLFN, by sending written notice by registered mail addressed to the Applicant at the House or at the last address as indicated in the records of CLFN.
- (ii) Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day) or, if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter there is or occurs a labour dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid.

(g) **Number and Gender**

In this Policy, unless the context otherwise requires, any reference to gender shall include both genders and words importing the singular number shall include the plural and vice-versa.

(h) **Interpretation Not Affected by Headings**

The division of this Policy into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(i) **Policy Binding**

This Policy shall enure to the benefit of and be binding on the Applicant, his personal representatives, attorney for property, Estate Trustees, heirs, beneficiaries, administrators and assigns.

(j) **Severability**

Each of the provisions contained in this Policy is distinct and severable and a declaration of invalidity or unenforceability of any

**ACKNOWLEDGMENT AND AGREEMENT
OF
APPLICANT**

I/WE, _____ hereby acknowledge and agree that we have read and fully understand this Housing Repair and Housing Repair and Renovation Policy and agree to be bound by its terms. We are signing this Policy of our own free will and we have been advised by CLFN that we are welcome to obtain independent legal advice before signing the same, but we have declined to do so.

DATED this _____ day of _____, 20___, at Curve Lake First Nation;

Witness

Applicant

Witness

Applicant

Witness

Applicant's Spouse/Guarantor