

SAWRIDGE FIRST NATION

HOUSING ACT

BILL 21

First Reading – May 25, 2019

Second Reading – August 24, 2019

Third Reading – October 5, 2019

Came in to Force – October 5, 2019

Housing Act

The Sawridge General Assembly enacts as follows:

Title

1. This Act may be cited as “the Sawridge Housing Act”.

Purpose and Application

2. (1) The purpose of this Act is
 - a. to provide for rules and procedures for the efficient management of the housing of the Sawridge community on Sawridge Lands;
 - b. to take measures to protect the investment of the First Nation in its housing; and
 - c. to ensure that housing resources of the First Nation are equitably made available to its members.
- (2) This Act applies to all Housing Units on Sawridge Lands except those located on Designated Lands. This Act does not apply to any Housing Units which are not located on Sawridge Lands or which are located on Designated Lands.

Definitions

3. In this act,

“Designated Lands” means a tract of land or interest therein that remain Sawridge Lands, but which the First Nation, on approval by a referendum of the Members, has otherwise than absolutely, released or surrendered its rights or interests, whether before or after this Act comes into force, and for greater certainty includes but is not limited to the Sawridge Staff Apartment Building;

“Grounds” means the area of land around a Housing Unit which the Council has designated as the grounds or yard for a Housing Unit; Where no grounds has been designated, the Grounds shall deemed to be an area that is at least thirty feet from the Housing Unit in all directions, or where two Housing Units are less than sixty feet apart or a Housing Unit is less than sixty feet from another structure (other than an Out Building), the boundary of the Grounds shall be half way between those two Housing Units or the Housing Unit and the other structure. Where a Housing Unit is less than thirty feet from a road,

or Sawridge Lands boundary, the boundary of the Grounds shall end at the road or Sawridge Lands boundary;

“Householder” means the person to whom a Housing Unit has been allocated in accordance with this Act and who has executed a Householder Agreement;

“Householder Agreement” means the agreement between the First Nation and the Householder with respect to the allocation of a Housing Unit and the respective responsibilities of the First Nation and the Householder respecting that Housing Unit;

“Housing Unit” means a permanent single family dwelling unit located on Sawridge Lands, and owned by the Sawridge First Nation; a Housing Unit includes a house, mobile home, manufactured home, apartment, townhouse, condominium and a unit in a multi-unit building; a Housing Unit includes the Grounds that have been allocated with the Housing Unit and the Out Buildings that have been approved by the Council that are situated on those Grounds; a Housing Unit which the Council has repurposed for a non-housing use shall be deemed not to be a Housing Unit pursuant to this Act until such time as the Council repurposes it for a housing use. A Special Residence, as defined in Section 12(G) shall not be considered a Housing Unit for the purposes of this Act;

“Member” means a Member as that term is defined in the Sawridge Constitution.

“Out Building” means a garage, shed or other utility building located on the Grounds of a Housing Unit that is meant to be used for ancillary purposes in conjunction with a Housing Unit, but which may not be used for human habitation;

“Residency Permit” means a Temporary Residency Permit, or Permanent Residency Permit, or other Residency Permit as provided for in the *Residency and Matrimonial Property Act*; a person who is a Sawridge Lands Resident in accordance with the *Residency and Matrimonial Property Act* is deemed to have a Residency Permit while such person continues to be a Sawridge Lands Resident in accordance with that Act.

“Sawridge Lands” has the meaning given to that term in the Constitution of the Sawridge First Nation;

"spouse" means

- (a) a person who, through a publicly witnessed ceremony, agreed to enter into a marital relationship with another person and that this relationship has not been formally and legally dissolved, or
- (b) a person who has been or was living with a member in a marital relationship for at least twelve continuous months and where both parties have described their relationship as ‘being married’ or have introduced the other as being his or her spouse, regardless as to whether the person is a former spouse; or
- (c) a person who has entered into a domestic agreement with another person and who is asserting rights or obligations as a spouse.

Council’s Role

4. The Council of the Sawridge First Nation shall be responsible for the management and administration of all Housing Units, including:
 - a. allocation of Housing Units in accordance with this Act;
 - b. managing the Housing Units in a responsible and businesslike manner;
 - c. preparing plans consistent with this Act with respect to Housing Units;
 - d. making regulations consistent with this act for the better management and administration of Housing Units;
 - e. establishing and maintaining an inventory of all Housing Units together with the name of the person to whom it has been allocated; and
 - f. managing the construction of new Housing Units when funding is available in the budget;

Principles

5. The following Principles apply to Sawridge Housing Units:
 - a. All Housing Units and Sawridge Lands are the property of the First Nation collectively;
 - b. Each Housing Unit shall be allocated to a Member of the First Nation pursuant to this Act. A non-member spouse or child of a deceased Householder may become a Householder in accordance with this Act, for so long as they have a valid Residency Permit;
 - c. The Householder Agreements in place on the coming into force of this Act shall continue to be in effect after the passage of this Act until the

- Householder vacates the house or passes away, or an eviction is made in accordance with this Act or the Householder Agreement;
- d. Housing Units shall only be allocated to Householders who will make the Housing Unit their principal place of residence on a full time basis. Housing Units may not be used as recreational, seasonal or second homes.
 - e. Only one person can be a Householder of a Housing Unit at any one time.
 - f. No person may be the Householder of more than one Housing Unit at any one time, with the exception of a reasonable brief period during which a Householder is moving from one Housing Unit to another Housing Unit.
 - g. Housing Units are provided to Members and their immediate families free of rent.
 - h. No person can reside on Sawridge Lands other than in a Housing Unit which has been allocated to that person or to a Householder who has consented to that person's residency in that Housing Unit, or on Designated Lands pursuant to a valid sub-lease.
 - i. No person, other than a Member, may reside on Sawridge Lands, or in a Housing Unit, unless they have a valid permit in accordance with the *Residency and Matrimonial Property Act*.
 - j. No Person, member or Householder is permitted to sell, rent, or lease all or any part of a Housing Unit to any other person or entity.
 - k. No person may use a Housing Unit for any purpose other than as a principal residence.
 - l. The First Nation has limited funds for housing. A member may pay some or all of the costs of a new Housing Unit, renovation, or upgrade, but the member shall not gain any ownership in any Housing Unit, fixture in a Housing Unit or Sawridge Lands through such contributions. All Housing Units and fixtures on Sawridge Lands shall be the property of the Sawridge First Nation.

- m. Use as a principal residence means use as the usual place of abode of the Householder and the Householder's family, including the place where such occupants normally live and sleep. Such residential purposes include minor incidental uses for a home office or minor incidental home based business where there are no impacts on the neighbors, no employees (other than the family members that lawfully reside in the Housing Unit), no more than five business related visits to the Housing Unit per day, no signage, no outdoor storage of any material or equipment associated with the business, no change in the appearance of the property related to the business, and no emanation of noise or odors from the Housing Unit. The use of a Housing Unit as a vacation home, vacation rental, bed and breakfast, rooming house, hotel or rental property is not considered personal residential purposes.

Application of Residency and Matrimonial Property Act

6. This Act shall not be construed as limiting or precluding any right or remedy otherwise available to any person pursuant to the *Residency and Matrimonial Property Act*.

Allocation of Housing

Application for Housing

7. (1) Any Member of the Sawridge First Nation may apply to the Council to be allocated a Housing Unit.
 - (2) The form of application for a Housing Unit may be prescribed by the Council by regulation.
 - (3) Housing applications will remain active until a Housing Unit has been allocated to the applicant or the application is withdrawn or replaced by the applicant.
 - (4) Each applicant is responsible for ensuring his or her application is kept current and continues to contain accurate information, particularly where there has been a change in circumstance which may affect the evaluation of the application.

- (5) The application for a Housing Unit must list all persons who the Householder intends to have reside in the Housing Unit with the Householder.
- (6) If it is the intention of the applicant that the Housing Unit will be occupied by persons who are not currently Members, the Member should state in the application the plans of such persons to obtain residency permits.
- (7) Members of the First Nation may not be listed on more than one active housing application at any time.
- (8) If an application submitted by an applicant contains information which is found to be false or intentionally misleading, the Council shall reject the application and shall not accept a reapplication from the applicant for a period it shall determine but not longer than four years from the time the information was determined to be false or misleading.
- (9) If the Applicant is currently a Householder, the request for a different Housing Unit shall include a proposal for the timing of cancellation of the existing Householder Agreement so that it may be reallocated pursuant to this Act within a reasonable time which permits the Householder to move.
- (10) Any Housing Unit vacated by a Householder shall be re-allocated by the Council in accordance with this Act and shall not be subject to any conditions established by the departing Householder.

Housing Waiting List

8. (1) The Council will maintain a Housing Waiting List which the Council will update from time to time upon the review of active housing applications. The Housing Waiting List will set out the members who have applied for a Housing Unit in order of their priority for a Housing Unit in accordance with the criteria established by this Act as evaluated by the Council.
- (2) When there is a vacant Housing Unit ready to be allocated or a plan for the construction of one or more new Housing Units, the Council will ensure that the Housing Waiting List is up to date and that all active housing applications have been reviewed and evaluated in accordance with the criteria established by this Act.

- (3) As part of the evaluation process, the Council may require a personal interview or interviews with the applicant and the other persons who propose to occupy the Housing Unit with the applicant.
- (4) The Council shall permit an applicant to see the Housing Waiting List on a confidential basis on request of the applicant. The only information available to applicants with respect to the other applicants shall be the names and rankings.
- (5) An applicant may request a re-evaluation of the place of his or her application on the Housing Waiting List when there has been a change in circumstances which might affect the evaluation of the application.

Ranking Priorities

9. The Council shall take into account the following criteria in ranking or prioritizing applicants on the Housing Waiting List:
 - a. Priority 1: application by a Member who has minor children, or dependent adult children, who will reside with the applicant;
 - b. Priority 2: application by a Member who is disabled, is elderly or has residing with the Member a dependent person who is disabled or is elderly;
 - c. Priority 3: application by a Member whose household does not include a minor child, dependent adult child, dependent elderly person or a dependent disabled person, but includes a spouse;
 - d. Priority 4: applications by Members whose household does not include a minor child, dependent adult child, an elderly person, a disabled person or a spouse.
 - e. For the purposes of determining whether a person will be considered to be a minor child, dependent adult child, dependent elderly person, dependent disabled person or a spouse for the purposes of granting priority the Council may consider such factors as it feels in its discretion

are appropriate in determining if the circumstances warrant such consideration including:

- i. whether the person is a Member of the First Nation;
- ii. whether the person is related to the Applicant;
- iii. the extent of dependence the person has on the applicant and the circumstances giving rise to the dependence;
- iv. the extent of the disability of the person; and
- v. the amount of time that the person is expected to be physically resident with the applicant.

Evaluation Criteria

10. Within each priority level, the Council may consider the following criteria in ranking the applications (which are not listed in any order of priority):
 - a. the number and ages of children who will reside with the applicant;
 - b. the extent of any disabilities in the household;
 - c. the number of individuals who make up the household;
 - d. the length of residency on Sawridge Lands;
 - e. the length of time on the Housing Waiting List;
 - f. the condition, suitability and circumstances of the current residence;
 - g. whether the applicant has been previously allocated housing, how recently and the circumstances of their previous housing allocation.
 - h. whether the applicant has made or is willing to make a significant commitment to the communal life of the Sawridge First Nation;
 - i. whether the applicant and those who reside with the applicant, are known to be of good character and have a lifestyle which would contribute to the quality of life in the Sawridge First Nation community;
 - j. whether the applicant needs new housing to a markedly greater degree than any of the other applicants;
 - k. whether the applicant is already living near Sawridge Lands and is participating in its community life and the affairs of the First Nation on a regular basis; and
 - l. whether the applicant participates in the affairs and governance of the First Nation.

Assignments of Housing Units

11. (1) Subject to section 12, in assigning a Housing Unit, the Council shall offer the Housing Unit to the first applicant on the Housing Waiting List

whose household composition and situation is appropriate for the Housing Unit or proposed Housing Unit.

- (2) If an agreement cannot be reached with that applicant, the Council shall continue down the Housing Waiting List in order until an applicant is found for whom the Housing Unit is appropriate and an agreement can be reached for its occupancy.
- (3) An applicant will have the option to refuse a vacant Housing Unit and maintain his or her ranking on the Housing Waiting List.
- (4) In special circumstances the Council may allocate a Housing Unit without regard for the priorities established in the Housing Waiting List. Such special circumstances may include, but are not limited to:
 - a. Where a current Householder has passed away and the Housing Act provides priority for a family member;
 - b. Where a member's circumstances warrant an exception;
 - c. Where the Housing Unit to be allocated is of a type or has features that warrant an exception;For greater certainty, the Council may consider the factors set out in Section 10 in allocating a Housing Unit to an applicant from a lower priority over an applicant in a higher priority if special circumstances warrant it.
- (5) An Applicant who accepts a new house will be removed from the Housing Waiting List and another application from that applicant will not be considered for a minimum of twenty years unless there has been a significant and relevant change of circumstances.
- (6) An applicant who accepts an existing vacant house will be removed from the Housing Waiting List and another application from that applicant will not be considered for a minimum of three years unless there has been a significant and relevant change of circumstances.
- (7) All Housing Units remain the property of the Sawridge First Nation. The allocation of a Housing Unit to a member does not convey any ownership in the Housing Unit to the member. The member is granted

the temporary right to reside in the Housing Unit in accordance with the terms of this Act and the Householder Agreement.

- (8) At the next session of the General Assembly following the allocation of a Housing Unit, the Council shall announce the details of the allocation including the identification of the Housing Unit and the identity of the new Householder.

Allocation of a Housing Unit on Death of a Householder

12. Notwithstanding subsection 11(1), where a Householder has passed away, the Council will allocate the Housing Unit of that Householder in the following manner:

Spouse Resident with Householder – Where Spouse is Member

- A. If the Householder's spouse was living with the Householder at the time of the Householder's death, then the spouse of the Householder shall be offered the Housing Unit, if the spouse is a member.

Spouse Resident with Householder – Where Spouse is Non-Member

- B. If the Householder's spouse was living with the Householder at the time of the Householder's death and the spouse is not a member, then the spouse of the Householder shall be permitted to reside in the house and become the Householder and remain the Householder for so long as the spouse continues to comply with the Householder Agreement and this Act and to have a valid Residency Permit, or until the spouse becomes the spouse of a non-member, which ever shall first occur. Upon the spouse vacating the Housing Unit or upon the death of that spouse, the Housing Unit shall be allocated to the children of the original Householder Member pursuant to the balance of this section as if the spouse had predeceased the original Householder.

Children Resident with Householder – Where Children are Members

- C. If the Householder did not have a spouse or was not living with a spouse and the Householder's children were living with the Householder in the Housing Unit at the time of the death of the Householder, then the Council of the First Nation may allocate the

Housing Unit to a child of the Householder if such child is a Member of the First Nation and is otherwise a suitable Householder.

Children Resident with Householder – Where Children are Non-Members

- D. If the Householder did not have a spouse or was not living with a spouse and the Householder's non-member children were living with the Householder in a Housing Unit at the time of death of the Householder, then the Council of the First Nation may allocate the Housing Unit to a child of the Householder and permit that child to become the Householder and remain the Householder for so long as the child continues to comply with the Householder Agreement and this Act, but only for so long as the child has a valid Residency Permit.

Children Not Resident with householder- Where Children are Members

- E. If the householder did not have a spouse or was not living with a spouse and the householder dies and the householder's children are not living in the Housing Unit at the time of death, then the First Nation Council may choose one of the children, who is a Member of the First Nation, as the new Householder in preference to any other priority and without any reference to the Housing Waiting List.

Where Children are Minors

- F. If a Householder did not have a spouse or was not living with a spouse and the Householder dies and the Householders children are all minors, or the child who the Council has chosen as the new Householder is a minor, then the Council may permit a guardian of the children to reside with the children in the Housing Unit until the child who is to become the new Householder is old enough to be the Householder. If the guardian of the children does not wish to reside in the Housing Unit with the children, then the Council may temporarily permit someone else to reside in the Housing Unit until the child who is to become the new Householder is old enough to be the Householder. If none of the children of a Householder are members, then the minor children of such member may reside in the Housing Unit with a guardian for such a period as the Council deems appropriate.

Senior/Permanently Disabled

- G. If a Householder moves to a seniors residence, assisted care facility or other similar residence (“Special Residence”) then the Council may allocate the house in accordance with paragraphs A-F above as if the Householder was no longer living, provided that the above rules shall not apply to the disposition of the special residence notwithstanding that the Householder has become a Householder of the special residence.

Householder Agreements

13. No Housing Unit shall be occupied by any person without there being a Householder Agreement between the Householder and the First Nation. In the absence of a signed Householder Agreement, the allocation of a Housing Unit by the Council will be deemed to be subject to the terms of the Householder Agreement.
14. (1) The form of Householder Agreement may be prescribed by regulation of the Council.
- (2) The Agreement shall specify:
- (i) that the Householder shall comply with this Act;
 - (ii) that the Housing Unit shall be used solely for Principal Residential purposes by the permitted occupants and that all occupants must either be Members or have a valid Residency Permit, and that no other use may be made of the Housing Unit;
 - (iii) that the Householder shall
 - a. maintain the Housing Unit in a good, clean, livable condition and that the Housing Unit will be left in a clean, livable condition upon vacating;
 - b. not let any other individuals reside in the Housing Unit without the prior written consent of the Council;
 - c. not park any trailer or mobile home or construct any Outbuilding or any other structure on the Grounds or Sawridge Lands without the approval of the Council in accordance with this Act and the Constitution;

- d. not place, or allow to be placed, any old scrap, abandoned cars, or junk on the Grounds;
 - e. not transfer the Housing Unit or Householder Agreement;
 - f. inform the Council at least thirty days prior to the date the Householder intends to vacate the Housing Unit;
 - g. properly repair, or cause to be repaired by qualified persons, without cost to the First Nation, any broken windows, doors, locks, plumbing, fixtures, wiring, walls, ceilings, floors or other parts of the Housing Unit that are a result of actions or neglect of the Householder, the other residents of the Housing Unit or guests of the Householder;
 - h. not alter, add to, demolish, or make any other changes to the Housing Unit without first obtaining the permission of the Council;
 - i. not operate any business or allow anyone else to operate any business in or from the Housing Unit;
 - j. not contaminate the environment of the Housing Unit, Sawridge Lands or any surrounding area;
 - k. advise the Council immediately of any safety or property preservation situation which could cause injury or death to individuals or loss of value to property;
 - l. acknowledge that the First Nation does not carry insurance for the contents of the Housing Unit which are not owned by the First Nation and that the Householder has been advised to purchase insurance for the personal property situated in the Housing Unit and liability that the Householder and other residents may incur.
15. A Householder Agreement shall become invalid if, without an amendment being made agreeable to the Council,
- a. the Householder does not regularly return to the residence for a prolonged period of time, or
 - b. the Householder establishes another residence that would appear to a reasonable person to be the Principal Residence of the Householder.

16. The Householder who enters into a Householder Agreement is responsible for all persons they permit to be in or occupy the Housing Unit covered by the Agreement.

Vacant and Abandoned Structures

17. (1) If a Housing Unit is left vacant for a period in excess of thirty days without notice to the Council of an acceptable reason for the vacancy, then the Council may
 - a. take steps to insure that the property is secure and protected and take measures to prevent freeze-up or damage, all at the expense of the Householder, and
 - b. may post notice that if within thirty further days the Householder does not resume occupancy or make other arrangements with the Council, the Council will take possession of the Housing Unit and declare it to be vacant or abandoned, and may seize any personal property situated in or about such Housing Unit, and declare the Householder Agreement under which the Housing Unit has been occupied null and void.
- (2) At the time of taking possession, the Council shall document any damages which have occurred and such damages shall be dealt with pursuant to the Householder Agreement that was in place in respect of that Housing Unit.
- (3) Thirty days after posting notice that the property has been declared vacant or abandoned, the Council may deal with the property in the manner it deems appropriate in accordance with this Act.
- (4) The Householder shall be responsible for any damage to a Housing Unit that would not have occurred or not have been as significant, had the Householder not left the Housing Unit vacant and unchecked for any period in excess of 48 hours.

Administration

Insurance

18. The Council shall ensure that the First Nation's interest in all Housing Units is reasonably insured against loss by fire and other perils.

19. The Sawridge First Nation shall be designated as the beneficiary under any First Nation insurance policy and any payment made to cover losses pursuant to such policies shall be directed to the Sawridge First Nation.
20. Householders should insure the contents of the Housing Unit other than the appliances which have been purchased by, and belong to the First Nation. The Sawridge First Nation cannot insure the contents of the Housing Unit other than such appliances which have been purchased by, and belong to the First Nation.

Appeals

21. If a Member or a Householder disagrees with a decision made by the Council with respect to the allocation of a Housing Unit or an Eviction in accordance with this Act, he or she may appeal that decision in accordance with the *Dispute Resolution Act 2019*.

Utilities and Services

Utilities Provided by First Nation

22. The Sawridge First Nation shall provide each Housing Unit with potable water service or a potable water cistern, sewage or septic system service, natural gas service and electrical power service at no cost to the Householder, provided the Householder does not unduly waste any of the services or make excessive use of the services.

Garbage Collection

23. The First Nation shall provide garbage collection services or garbage dumpsters for use by Householders at no cost to the Householder.

Conservation

24. Householders shall make reasonable efforts not to waste any of the utility services provided by the First Nation.

Utility System Repairs

25. The Council shall provide any necessary repairs to utility systems which are under the control of the First Nation, provided the Householder has not caused failure or damage due to neglect including interior water line freezing or

willful damage. Where repairs are necessary as a result of the neglect, or willful acts of the Householder, members of the household or guests, the Householder will be responsible for the repair or replacement costs.

Grounds Maintenance

26. The Householder is responsible for maintaining, to a reasonable standard, the Grounds of their Housing Unit. If the Householder is elderly, disabled, or otherwise not reasonably able to undertake this work, the First Nation shall undertake this work. Maintenance of Grounds includes, but is not limited to, cutting of grass, and removing snow from walkways.

Housing Unit Maintenance and Repairs

27. Householders are responsible for minor repairs and day to day maintenance of Housing Units at their own expense. Householders are responsible for the cost of any repair which is the result of the negligence or wilful act of the Householder, residents or guests in the Housing Unit. Householders are responsible to notify the First Nation as soon as possible if any maintenance or repairs are necessary to their Housing Unit.

28. The First Nation shall provide any significant maintenance and repair to Housing Units at the expense of the First Nation, provided that the repair is not the result of the negligence or wilful act of the Householder, residents or guests. Significant maintenance include repairs and maintenance of the:

- a. maintenance of the furnace/heating system;
- b. sewer lines, septic tanks, and water systems;
- c. electrical wiring;
- d. structure or roof;
- e. drainage systems;
- f. deterioration caused by normal wear and tear;
- g. appliances purchased and owned by the First Nation.

29. The Council may prioritize maintenance and repairs. Maintenance and repairs that are necessary to protect safety and prevent property damage shall be a priority.

Renovations

30. Householders may submit requests for renovations or replacements with respect to their Housing Unit to the Council.
31. The Council may consider the requests from Householders for renovations or replacements as well as the recommendations from inspections of the Housing Unit.
32. The Council may approve such renovations or replacements that it feels are reasonably appropriate, equitable and necessary, provided that it has funding available in the budget to undertake such items.

No Reimbursement without Prior Approval

33. The Council is not required to reimburse a Householder for any maintenance repairs or renovations that are undertaken by the Householder without the prior approval of the Council, unless the repair was of an emergency nature to protect safety and prevent property damage, was reasonable in the circumstances and not caused by the actions or negligence of the Householder or those for whom the Householder was responsible.
34. Any renovations or improvements to a Housing Unit and any fixtures affixed to the Housing Unit by any person will become the property of the First Nation and may not be removed by the Householder or any other person without the consent of the First Nation.

No Renovations without approval

35. No Person shall make any modifications or renovations to a Housing Unit without first obtaining the approval of the Council.

Cease and Desist Orders

36. (1) The Council is herewith provided with the authority to issue an Order to Cease, Desist or Remove when it encounters any activity or structure or work which has not been approved by the Council.
- (2) Any person who acts contrary to such an Order, or who does not abide and comply with such an order, is guilty of an offense punishable by a fine of up to \$5,000 and imprisonment of not more than 60 days or both.
- (3) The cost of removing, repairing, remedying or undoing any unauthorized work shall be due and payable by the Householder who permitted such work to be done.

Breach of Householder Agreement

37. Where a Householder is in breach of a Householder Agreement the Council may provide the Householder with notice to remedy the breach with a reasonable deadline for the Householder to remedy the breach.
38. Where a Householder has been provided with a notice to remedy a breach and has failed to remedy the breach by the deadline provided, then the council may do one or more of the following from time to time until the breach has been remedied:
 - a. provide another notice to remedy with a new deadline;
 - b. impose a rental fee on the Householder not to exceed \$1000 per month for the continuation of the breach from the date imposed until the breach is remedied;
 - c. withhold any non-essential, non-safety related, non-health related services from the Housing Unit; or
 - d. evict the Householder pursuant to the provisions of this Act.

Eviction

39. Anyone who occupies a Housing Unit on Sawridge Lands without a Householder Agreement is subject to being evicted from the Housing Unit, having any possessions in the Housing Unit seized, and being charged with an offense carrying, upon conviction, a fine of up to \$5,000 and imprisonment for up to six months or both.
40. Anyone who is an occupant in a Housing Unit pursuant to Householder Agreement but who has engaged in conduct which has resulted in the termination of the Householder Agreement or which merits the eviction of the person from the Housing Unit pursuant to the Householder Agreement, including, but not limited to
 - (i) regular or significant damage or abuse or neglect of the Housing Unit;
 - (ii) abandonment or leaving the Housing Unit without proper care and attention;
 - (iii) engaging in criminal conduct within the Housing Unit;
 - (iv) entering into a Householder Agreement after having provided materially false information; or

(v) continued and material breach of the Householder Agreement;
may be subject to being evicted from the Housing Unit.

41. (1) When the Council has decided that the most reasonable manner to protect the interests of the Sawridge First Nation and one or more Housing Units is to evict a person from a Housing Unit, the Council shall serve an eviction notice upon the person, setting a day not less than thirty days from the date of the notice for the person to leave the Housing Unit, and providing an opportunity for the person to have a hearing to show cause as to why he or she should not be evicted.
- (2) If in the opinion of the Council there is reason why an immediate eviction should take place or an eviction in less than thirty days is necessary in order to protect property from serious damage or destruction or to protect residents of Sawridge Lands from risk of injury or from consequences of other damaging conduct of the person, the Council may make an order for eviction with less than thirty days notice, and if a show cause hearing has not been held before the eviction occurs, the hearing will nonetheless take place at the appointed time and place.

Standards

42. Pursuant to this Act, the Council may make regulations regarding the minimum or recommended standards to be observed in constructing, maintaining, altering or improving Housing Units, provided that the following or the equivalent standards used by other designated jurisdictions shall serve as a minimum standard until such time as the Council adopts a more stringent standard:
- a. Canada's *National Building Code* and any supplements to the National Building Code including the latest edition of *Building Standards for the Handicapped*,
 - b. the latest edition of the *National Fire Code of Canada*;
 - c. *Dominion Fire Code*;
 - d. *Measures for Energy Conservation in New Buildings*;
 - e. *Canadian Standards Association*;
 - f. *Alberta Standards on Water Supply, Sewage Treatment and Sewage Disposal*
 - g. *Environment Canada Standards for Waste/Water/Sewage*;
 - h. *Illimination Engineering Society Standards*.

House Standards

43. Housing Unit shall to the extent funding and suitable sites are available,
 - a. be fully serviced with municipal water, municipal sewer, natural gas service and electric power service;
 - b. be equipped with a Refrigerator, Stove Top, Oven, Washer, Dryer and Dishwasher of an average quality.
44. Where a Householder requests an upgraded appliance, the Householder shall pay the difference in the cost between an average quality appliance and the upgraded appliance.
45. Where the Householder has upgraded the appliance, the Householder shall be responsible for their portion of the cost of any repairs to that appliance based on the proportion of the original cost born by the Householder.
46. Any other appliances desired by the Householder shall be the Householders responsibility.

47. In the event of doubt, conflict, or confusion as to which standards are to be applied, the Council shall make a ruling eliminating the doubt, conflict or confusion.

Regulations and Coming Into Force

Regulations

48. The Council may make regulations that the Council considers necessary for carrying out the purposes and provisions of the Act.

Coming into Forces

49. This Act shall come into force on the date it is passed by the Assembly.