



**FISHING LAKE METIS SETTLEMENT IN THE PROVINCE OF ALBERTA
REPAIRS AND EXTENSIONS POLICY # 003/2023**

PURPOSE:

This Policy is established to provide assistance to Settlement Members and residents in repairing, enlarging, and improving energy efficiency to an existing Housing Unit.

STATEMENT:

The goal of the Fishing Lake Metis Settlement is to aid with quality-built repairs and extensions for its membership.

DEFINITIONS:

In this Policy:

- a) "Application" means form outlined in Schedule "1".
- b) "Appraisal" means an appraisal by a qualified appraiser.
- c) "Council" means the Settlement Council.
- d) "Disable Person" means a person with a permanent restriction or permanent lack of ability, commonly known within the community, to perform an activity within a range considered normal regardless of age, which is confirmed in writing by a medical doctor.
- e) "Dower Rights" means the rights of a Members' spouse to occupy the Housing Unit owned by the Member pursuant to the *Dower Act, RSA 2000, c. D-15*, as amended from time to time.
- f) "Housing Director" means the person hired by the Fishing Lake Metis Settlement as the department head of the Housing Department.
- g) "Homeowner" means the approved recipient of a Housing Unit under the Policy who is party to a Housing Agreement.
- h) "Homeowner Improvements" means improvements made to the Housing Unit by the member, such as decks, attached garage(s), and additions. Any building that is detached from the Housing Unit is not considered to be a Homeowner Improvement.
- i) "Housing Repair and Extensions Repayment Agreement" means the agreement between the Member and the Settlement, which sets out the terms and conditions related to the disposition of Housing Repairs and





Extensions under this Policy, generally in the form attached hereto as Schedule "1".

- j) "Housing Committee" means the selection panel comprised of the five (5) duly elected Council Members.
 - a. No Conflict-of-interest issues may exist between any committee representatives and applicants. In the event of a conflict of interest is identified or declared, the Council Member in said conflict of interest shall not deliberate or vote on the member being considered for repairs.
- k) "Housing Department" means the Housing department for the Settlement, which is responsible for the administration of this Policy.
- l) "Housing Unit" means a dwelling, which includes, but is not limited to, a house situated within and administered by the Settlement under this Policy.
- m) "Lands" means property within the Settlement in which the Member holds a registerable interest.
- n) "Lot" means the subdivided portion of the Lands where the Housing Unit is or will be located and which will be held by the Settlement to secure the payment for the Housing Unit.
- o) "Member" means a Member of the Fishing Lake Metis Settlement.
- p) "Schedule 1" means the Housing Repairs and Extensions Application form.
- q) "Schedule 2" means the Housing Repairs and Extensions Repayment Agreement.
- r) "Senior Citizen" means a person who is 65 years of age or older.
- s) "Settlement" means the Fishing Lake Metis Settlement.
- t) "Spouse" means person married to or living common law.

1. ASSISTANCE AVAILABLE:

- a) Housing Repairs/Extension(s) are up to a maximum of eighty thousand (\$80,000) per Housing Unit per application and dependent on a home inspection being completed.
- b) The budget for repairs and extension assistance is determined by Council through the annual budget process and guided by the FLMS Strategic Housing Plan. (adopted in 2022)
- c) Accommodations for members who are receiving repairs through the Fishing Lake Settlement; and are required to vacate their home during the renovation process; will be eligible for a maximum of \$5,000.00 towards accommodation costs pending availability of funds after the renovation is complete.



- c) The Housing Director, the Administrator and the Finance Director will review all applications to ensure that applicants are eligible to receive assistance under this Policy.

2. HOUSING REPAIRS AND EXTENSIONS SELECTION PROCESS:

- a) The Housing Committee will be solely responsible for the selection process. The decisions of the Housing Committee with respect to applications will be final.
- b) The Director of Housing Operations, the Administrator and the Finance Director will review all applications to ensure that applicants are eligible to receive a Housing Unit.
- c) The Housing Director shall have a qualified inspector inspect the Housing Unit after an application for assistance under this Policy is received to determine the repairs and extensions required and file a report with the Council and Housing Committee.

3. ELIGIBILITY:

To be eligible to receive Housing Repair or Extension under this Policy, a member must:

- a) Not be on a probationary period.
- b) All housing agreements between the homeowner and their spouse and the Settlement or any wholly or collectively owned entity of the Settlement will be expected to be resolved by the member at the time of application by entering into an updated payback housing agreement for all outstanding debts. Should the member not be able to resolve the prior housing debts with updated housing payback agreements, the application will be considered void.
- c) Have established residency in the Settlement area pursuant to *section 234 (1)(a) or (b) of the Metis Settlements Act, RSA 2000 c. M-14*, for two (2) continuous calendar years prior to making an application for housing.
- d) Have entered into an estimated Repair/Extension Agreement.



- e) Repay the remaining repayment amount of the repairs or extension, as determined by the chart provided in Schedule 1 of this Policy to the Housing Department within fifteen (15) years following the completion of work.
- f) The Member (landholder) is required to sign Schedule 2, Resident Housing calculation form when work is completed.
- g) If married, provide the ***Dower Act, RSA 2000 c. D-15*** consent to the disposition of any interest in the Lot to the satisfaction of Council within thirty (30) days of the application being approved.
- h) Provide Spouse information as co-applicant and both will be responsible for the debt for the duration of the agreement.
- i) Provide a subdivision application for the Lot and a transfer of the Lots within (30) days of the application being approved to the Settlement as security for repayment of amounts owing under the Housing Repairs and Extension Policy #001/2022 until the Member fulfills the terms of the repayment agreement as agreed to for the repairs/extensions approved under this Policy.

4. PAYMENT:

- a) Upon approval of an application for Housing Repairs and/or Extension under this Policy, the Member and the Member's spouse must sign a Housing Repairs and Extensions Repayment Agreement (Schedule 2) and must:
 - i. Abide by the rules of residence in ***sec. 234 of the Metis Settlements Act, RSA 2000 c. M-14***, for the duration of the payment period.
 - ii. Pay to the Settlement in the form of rent payments under the Housing Repairs and Extensions Repayment Agreement, fifteen (15) percent of the costs of construction of the Housing Unit repairs and or extensions within a fifteen (15) year period in 180 monthly installments or 15 annual payments.
- b) The Member may increase the monthly payments for the repair or extension for the Housing Unit.



5. INSURANCE:

- a) The Housing Director, on behalf of the Settlement, must ensure that the Housing Unit is insured while it is under construction.
- b) Once the Housing Unit Repairs and/or Extensions are complete, the member is responsible to insure that the Housing Unit.
- c) Personal contents and public liability insurance are the sole responsibility of the Homeowner.

6. ADMINISTRATION AND RECORDS:

- a) The Settlement Finance Department and Housing Department are responsible for the administration of this Policy, including the billing of Members for Housing Unit Repairs and Extension Repayment agreement under this Policy.
- b) The Housing Department has the responsibility of maintaining a summary file for each Housing Unit Repairs and/or Extensions completed under this Policy under the Muni-Site Data Collection Program.
- c) The Housing Director must keep monthly reports on the status of each Housing Unit Repairs and/or Extensions that are subject to this Policy.

7. SELLING AND PURCHASING:

- a) If a land holder decides to sell his/her interest in a Housing Unit and Land, the Settlement has first right of refusal.
- b) If a land holder is under an agreement with the Settlement for repairs and/or extensions to a Housing Unit and wishes to transfer or sell his/her interest in a Housing Unit and Land, the Land Holder must receive written permission from Council before the transfer or sale may take place.
- c) If the Settlement decides to purchase a land holder's interest in a Housing Unit and Land, the Settlement must pay:
 - i. 100 percent of the Land Holder's improvements as per the appraisal; and
 - ii. 50 percent of the Land Holder's monthly payments of reimbursement made towards the Housing Unit, less
 - a. 100 percent of the cost of repairs and extensions made to the Housing Unit under this policy that have not been reimbursed to the Settlement,
 - b. Any outstanding debts owed to the Settlement, and;
 - c. The cost of the appraisal.



- d) If the Settlement decides not to purchase a land holder's interest in a Housing Unit and Land, the land holder may sell the interest in the Housing Unit and Land to another Settlement member if:
 - i. The selling price does not exceed the land holder's investment.
 - ii. The land holder has reimbursed the Settlement 100 percent of the eligible costs of repairs and extensions made under this Policy, and.
 - iii. The agreement is acceptable to the Settlement Council.
- e) If a land holder sells his/her interest in a Housing Unit and Land received from this Settlement under a Settlement Policy, he/she is not eligible for another Housing Unit under a Settlement Housing Program.
- f) If the Settlement owns an interest in a Housing Unit, the Housing Unit cannot be moved out the Settlement area.
- g) If a Settlement member receives interest in Land on which a Housing Unit that has received repairs or extensions under this Policy is situated, by virtue of the decent of property provisions in the Metis Settlements General Council Land Policy, the Settlement member must fulfill the obligations of the agreement for that Housing Unit with the Settlement.
- h) A Housing Unit purchased by the Settlement under this Policy, may be sold to a Settlement Member as a pre-owned Housing Unit.
- i) The Settlement may purchase, sell, or lease a Housing Unit, within the guidelines of this Policy.

8. DOWER RIGHTS:

- a) A surviving non-member spouse may occupy the Housing Unit held by a deceased Member for the rest of the spouse's natural life.
- b) If a surviving non-member moves out of the Housing Unit for 12 consecutive months or more, the surviving spouse gives up his or her interest in the Housing Unit.
- c) A surviving non-member may sell the improvements to the housing unit to the Settlement for the cost of the improvements, providing that documentation is shown for improvement expenditures and that the Settlement has the funds available for the purchase.



9. OTHER:

- a. The Member is responsible for the payment of all utility charges, taxes, levies, and maintenance costs relating to the Housing Unit during the repairs and extension work period.
- b. A Housing Unit that has been condemned by the Housing Department via a qualified inspector for the purpose of the land holder obtaining a new Housing Unit is not eligible for repairs under this Policy, and Council has the authority to deem the condemned unit to be demolished.
- c. The Settlement will not purchase appliances for Housing Units repaired under this Policy.
- d. The member must sign all land transfers and the Housing Repairs and Extensions Repayment Agreement prior to taking possession of the Housing Unit.
- e. Any amounts owed to the Settlement under a Housing Repairs and Extensions Repayment Agreement will not be forgiven and will remain as a debt to the Settlement in addition to the minimum monthly payments of the New Housing Unit.
- f. The Homeowner and any residents of the Housing Unit must abide by the rules of resident in *section 234 of the Metis Settlements Act, RSA 2000 c. M-14*, for the duration of the payment period.
- g. In the event of default of agreement or the sale of this home, both applicant and spouse will be ineligible for new housing for a duration of not less than 25 years.

10. REPEAL:

Housing Repair and Extensions Policy No.#001/2018 is repealed upon adoption of Housing Policy No.#001/2022.



11. EFFECTIVE DATE

This Policy comes into effect upon adoption of Council.

September 5, 2023.

Date of Adoption

Chairperson

{SEAL}

Settlement Administrator



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FLMS WHERE ALL ARE
PROSPEROUS, HEALTHY, AND
ENJOY A GOOD QUALITY OF LIFE.

SCHEDULE 1

FLMS Repairs and Extensions Policy Application Form

SECTION 1:

DATE APPLICATION RECEIVED: _____

APPLICANT INFORMATION:

Name: _____

Mailing Address: _____

Email address: _____ Phone Number: _____

Years of Residence: _____ Years of Membership: _____

Co-Applicant: _____

Years of Residence: _____ Years of Membership: _____

Dependents:

Names:

FIRST	MIDDLE	LAST	AGE	MEMBER (Y OR N)

SECTION 2:

HOUSING INFORMATION:

YEAR BUILT	YEARS RESIDED IN UNIT	PREVIOUS RENO/EXT (Y OR N)

SECTION 3:

REPAIRS REQUESTED:

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

MEMBER'S SIGNATURE: _____



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SCHEDULE 3

FLMS REPAIRS/EXTENSIONS SELECTION CHECKLIST

PART OF THE APPLICATION

