



Blueberry River First Nations

ON-RESERVE HOUSING POLICY



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9 HOMEOWNER UNITS

9.1 General

- 9.1.1 This Section (Section 9) applies to all housing located on BRFN Reserve land owned by private individuals (Homeowners).
- 9.1.2 No individual may own more than one (1) home on BRFN Reserve unless:
 - a) All additional homes are fully self-financed.
- 9.1.3 Homeownership only applies to the housing unit and associated structures on the unit’s premises. All land (and underground infrastructure) is fully owned by BRFN.
- 9.1.4 Homeowners are responsible for all aspects related to their housing unit and premises, as per the Homeowner Roles & Responsibilities (Section 5.7).
- 9.1.5 Homeowners that commit a Serious Offense or Severe Violation, as outlined in Sections 4 and 9.6, may be subject to repossession / forfeiture of their unit.

9.2 Sublease of Unit

- 9.2.1 Homeowners may sublease a unit provided that the Tenant meets the same criteria as required of BRFN Tenants, outlined in Section 6.2.
- 9.2.2 The Homeowner remains fully responsible as outlined in Section 9.1.4.

9.3 Sales of Units

- 9.3.1 Homeowners have the right to sell their unit at any time.
- 9.3.2 Homeowners may sell their unit to BRFN for \$1, at which point the (former) Homeowner may:
 - a) Sign a Rental / Tenancy Agreement and return to Tenant status;
 - b) Vacate the unit.
- 9.3.3 Homeowners may sell their unit to another party at any time provided that:
 - a) The sale is for \$1.
 - b) The purchaser:
 - i. Is a BRFN Member.
 - ii. Does not own another home on Reserve.
 - iii. Has not been previously evicted from BRFN or Homeowner Housing.



- iv. Does not receive Shelter Allowance or will not jeopardize his / her Shelter Allowance by purchasing the unit.
- v. Understands and agrees to meet the terms and conditions of this Policy as they apply to Homeowners (See Sections 5 and 9).
- vi. Understands and agrees to meet the legal responsibilities associated with private home ownership on Reserve; and
- vii. Is known to act in a manner that would not jeopardize health or safety on Reserve (See Section 4).
- viii. Signs a Purchase / Ownership Agreement.

9.3.4 Prior to the completion of any sale, the Homeowner shall notify the Housing Coordinator who shall confirm that the above conditions are met. The Housing Coordinator will then forward the proposal to the Housing Committee and Chief and Council for approval.

9.3.4.1 If the conditions are not met, the sale may not be completed.

9.3.4.2 If the Homeowner disagrees with the decision, he / she may appeal through the Appeals process.

9.3.5 A sale is considered approved when Chief and Council sign a Band Council Resolution.

9.3.6 Once the sale has been approved, the Homeowner and purchaser must sign a Transfer of Ownership document and provide any additional information as required by the Housing Coordinator.

9.3.7 As per Section 7.3.4, Transfer of ownership applies to the unit and associated structures only; all land (and underground infrastructure) remains under the sole possession of BRFN.

9.3.8 After these steps are complete, the new owner shall be considered a Homeowner under the Policy.

9.4 Relationship Breakdown / Survivorship

9.4.1 It is recommended that all Homeowners draft a legal will that identifies a beneficiary who will assume ownership of the home upon his / her death.

9.4.2 In instances of relationship breakdown, the Homeowner shall determine the appropriate course of action.

9.4.3 In instances of survivorship (i.e. death of Tenant) where there is no legal will, the remaining household or family members shall determine the appropriate course of action.



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- 9.4.4 In all instances where there is to be a change in Homeowner, the new Homeowner must be a BRFN Member, except:
 - a) If the individual is a Non-Member with legal custody of Dependents that are BRFN Members, the individual may assume Homeownership on behalf of the Dependent(s) until they are of-age (no longer Dependents); then ownership must be transferred.

9.5 Homeowner Maintenance Program

- 9.5.1 Homeowners are responsible for paying for and completing all works associated with their unit and associated structures on the premises.
- 9.5.2 To assist Homeowners, BRFN’s Public Works offers in-house inspection, repair, maintenance, and related services. These services are available to Homeowners for a fee.
- 9.5.3 Homeowners that would like to access the Homeowner Maintenance Program, are encouraged to pay a monthly Maintenance Fee to BRFN.
- 9.5.4 Maintenance Fees are outlined in Appendix B.
- 9.5.5 All Maintenance Fees are to be paid to the Finance Department and will be deposited in an individual Maintenance Fund associated with the specific unit for which the fees were paid.
 - 9.5.5.1 Only the individual who owns the unit may access the Maintenance Fund (through the Finance Department).
- 9.5.6 The Maintenance Fund will ensure that Homeowners have funds set aside for emergency or other maintenance.
- 9.5.7 All Homeowners requiring repairs may contact BRFN Public Works who will provide the Homeowner with a cost estimate.
- 9.5.8 If the Homeowner is satisfied with Public Works’ estimate, he / she may:
 - a) Provide written authorization for Public Works to proceed with the works.
 - b) Provide written authorization for the Finance department to debit their Maintenance Fund for the cost of the works.
- 9.5.9 If the value of the Maintenance Fund is greater or equal to the cost of works, no further action is required.
- 9.5.10 If the value of the Maintenance Fund is less than the cost of works, the Homeowner must deposit the difference in the Maintenance Fund prior to the start of the works, or only have a portion of the works completed.



- 9.5.11 Homeowners that do not have an existing Maintenance Fund but would like to contract Public Works, can establish a Maintenance Fund by prepaying the full amount of the works to the Finance Department.
- 9.5.12 If the Homeowner is not satisfied with Public Works’ estimate, he / she may seek the assistance of a private contractor.
- 9.5.13 Existing Maintenance Fund funds cannot be applied to outside contractors.
- 9.5.14 BRFN will not provide any funding to cover Homeowner maintenance costs.

9.6 Violations

- 9.6.1 It is BRFN’s responsibility to ensure a healthy and safe environment on Reserve.
- 9.6.2 In addition to the conditions outlined in Section 4, any Homeowner that commits a Severe Violation, as outlined below, may be subject to Termination of Homeownership proceedings (Section 9.7).

9.6.2.1 Severe Violations:

- a) Attempting to sell a Homeowner unit without authorization.
- b) Knowingly providing false information to BRFN.
- c) Failing to comply with a decision of the Housing Coordinator, Housing Committee, or Chief and Council as outlined in this Policy and failing to follow to the Appeals process within the defined period of time.
- j) Significantly interfering with, unreasonably disturbing, or threatening another Tenant, Homeowner, Occupant, Resident, Community Member, BRFN Representative, or BRFN.
- k) Jeopardizing the health or safety or a lawful right or interest of another Tenant, Homeowner, Occupant, Resident, Community Member, BRFN Representative, or BRFN.
- l) Engaging in illegal activity that:
 - i. Causes or is likely to cause damage to BRFN property.
 - ii. Adversely affects or jeopardizes or is likely to adversely affect or jeopardize the quiet enjoyment, security, safety, physical well-being, or lawful right or interest of another Tenant, Homeowner, Occupant, Resident, Community Member, BRFN Representative, or BRFN.



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9.7 Termination of Homeownership / Notice / Repossession

- 9.7.1 If a violation as outlined in Section 9.6 occurs, the Housing Coordinator will send written notification to the Homeowner and will notify the Housing Committee.
- 9.7.2 The Housing Committee shall meet to review the violation and confirm if the Homeowner has committed a violation as per Section 9.6.
- 9.7.3 The Housing Committee shall decide if Homeownership shall be Terminated or if, due to extraordinary circumstances, a warning is to be issued.
 - 9.7.3.1 Homeowners may receive no more than one (1) warning for the duration of their Homeownership.
- 9.7.4 The Housing Committee may request to meet with the Homeowner.
- 9.7.5 If the Housing Committee supports Termination of Homeownership, the Housing Coordinator will notify Chief and Council, who will review the matter and decide.
- 9.7.6 If Chief and Council agrees that Homeownership be Terminated, they shall pass a Band Council Resolution; the Housing Coordinator shall serve the Homeowner with a Notice of Eviction.
 - 9.7.6.1 The Homeowner shall be granted no more than thirty (30) days to either:
 - a) Sell the unit back to BRFN; or
 - b) Sell the unit to a qualifying individual as outlined in this Policy.
- 9.7.7 If the Homeowner does not complete the required steps with the defined period, BRFN may repossess the unit.
 - 9.7.7.1 Any remaining contents will be removed and stored in accordance with Section 6.7.7.6.

