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## CREE NATION OF EASTMAIN

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### **CREE NATION OF EASTMAIN BAND HOUSING DEPARTMENT BY-LAW NO. 132**

PURSUANT to Sections 39, 45 (1) of the Cree-Naskapi (of Québec) Act, S.C. 1983-84, c.18 (the Act), the Cree Nation of Eastmain, acting through its Council at a meeting of the said Council held in Eastmain on the 14th day of December, 2009, hereby enacts the present Housing By-Law:

#### **1. Interpretation**

- 1.1 Unless otherwise indicated by express terms or necessary implication, the words and expressions used in this By-Law shall have the same meaning as in the Cree-Naskapi (of Québec) Act, S.C. 1983-84, c.18. Words importing the singular number or the masculine gender shall include the plural number of the feminine gender, as the case may be, and vice versa;
- 1.2 For greater certainty, the following words and expressions shall mean:
- a) “Act”: The Cree-Naskapi (of Québec) Act, S.C. 1983-84, c.18;
  - b) “Band”: The Eastmain Band;
  - c) “Chief”: The person holding the office of Chief of the Band;
  - d) “Community”: The community comprising the members of the Band;
  - e) “Council”: The continuing body of Council members of the Band holding office pursuant to Part II of the Act and the Election By-Law of the Band;
  - f) “Band Housing unit”: a dwelling that is owned by the Eastmain Band;
  - g) “Social Housing”: a dwelling that is subsidized by Canada Mortgage Housing Corporation;
  - h) “Parents at the first degree”: husband, wife, mother, father, children,



**2. Establishment of the Housing Department**

2.1 A body, called the “Housing Department” is hereby established.

**3. Mandate of the Housing Department**

3.1 The primary mandate of the Housing Department is to oversee the management and general administration of the Band’s rental housing units in the Community of Eastmain and ensuring the collection of rent;

3.2 The Housing Department through the Housing Selection Committee assists the Council of the Cree Nation of Eastmain in determining the housing needs in the Community and in developing annual long term housing programs and projects.

**4. Responsibilities for Housing Conditions**

4.1 The Housing Department shall provide and maintain housing units in a state of good repair;

4.2 Subject to section 11.8 of the present By-law, the Fire Department is responsible to install, inspect, recharge, repair or replace any fire extinguishers discharged or damaged while being used to extinguish a fire in the premises and property, and is also responsible to install, inspect, repair and replace all smoke detectors.

**5. Establishment of the Housing Selection Committee**

5.1 A body, called the “Housing Selection Committee” is hereby established.

**6. Mandate of the Housing Selection Committee**

6.1 The role of the Housing Selection Committee is to make recommendations on the tenants that have applied for housing in accordance with a point system policy to be adopted by Council and be modified from time to time;

6.2 The Housing Selection Committee shall assist the Housing Director in defining the housing needs for the Cree Nation of Eastmain in accordance with applicable policies adopted by the Council from time to time;



6.3 The Housing Selection Committee assists the Housing Director in developing annual long term housing programs and projects;

6.4 The Housing Selection Committee and Housing Director recommends to the Council housing designs and models according to the specific needs of the community;

**7. Members of the Housing Selection Committee**

7.1 The Housing Selection Committee shall be composed of 5 members of the Community of Eastmain;

7.2 The members of the Housing Selection Committee are proposed by the members of the Cree Nation of Eastmain during the Annual General Assembly and their appointment is confirmed by the Council;

7.3 Any person appointed in the Housing Selection Committee shall be:

- a) at least 18 years of age; and
- b) In good financial standing with the Band.

7.4 Members of the Housing Selection Committee shall appoint a chairperson;

7.5 The term of office of the members of the Housing Selection Committee shall be of three years;

7.6 The quorum of the Housing Selection Committee consists of three members;

7.7 Where, at any time, vacancies on the Housing Selection Committee result in there being in office fewer members than constitute a quorum, the members remaining in office constitute a quorum, until such time as enough vacancies on the Housing Selection Committee have been filled pursuant to section 7.6 of the present by-law;

7.8 If a vacancy arises during the year, the Council may appoint a new member on the Housing Selection Committee to fill vacancies until an election of new members;

7.9 The Housing Selection Committee shall meet at least once quarterly and upon request of the Housing Director;



- 7.10 A member of the Council and the Housing Director shall be present at Housing Selection Committee meetings;
- 7.11 Where a Housing Selection committee member has, without permission, been absent from three or more consecutive Housing Selection Committee meetings other than by reason of illness or incapacity, the Council may remove the member from his office;

**8. Rent and Lease Agreement**

- 8.1 The Council may adopt from time to time by resolution a new lease agreement format to be entered into with the tenants;
- 8.2 The Rent scales shall be reviewed annually by the Housing Director who shall recommend to Council to adjust rent scales, taking into account the following:
- a) available budget;
  - b) operating expenses;
  - c) the size of the lot the housing unit sits;
  - d) livable square footage;
  - e) cost of construction;
  - f) year of construction;
  - g) household income.
- 8.3 The rent is payable in equal monthly installments;
- 8.4 The duration of the lease agreement must be clearly defined but shall not exceed one year; however, this lease shall be automatically renewed from year to year unless the Tenant gives a ninety (90) day notice addressed to the Housing Director.
- 8.5 The tenant shall inspect the house, in collaboration with the Housing Director, prior to the signature of any lease agreement and confirm the housing unit condition by completing an Inspection Form listing deficiencies.
- 8.6 Neither the Band nor the tenant may change the use or destination of the leased property during the term of the lease;
- 8.7 The tenant is bound to pay the agreed rent and to use the property with good judgment during the term of the lease;



- 8.8 Prior to the signature of the lease agreement and as a condition therefore, tenants who are applying for subsidized housing are required to provide evidence of their household income annually to the Housing Administrator under a seal of confidentiality to justify their income status as that may affect eligibility and the rent calculation;
- 8.9 The tenant shall inform the Housing Director, and the Housing Director can contact the tenant, whenever there is a significant change in the household's annual income and shall provide evidence of this. The rent shall be adjusted accordingly;
- 8.10 Where the tenant fails to pay any rent or other sums due under the lease agreement, the Housing Department, following a thirty (30) day written notice to the tenant, may terminate the lease and replace the tenant with another tenant. Where the defaulting tenant is a trapper, the Housing Director may, at his/her discretion, give up to ninety (90) days written notice before terminating the lease.
- 8.11 In addition to terminating this lease, the Cree Nation of Eastmain may also exercise its legal right to recover any sums of money which may be owed by the tenant.

9. **House Transfers and Subleasing**

- 9.1 No tenant shall transfer or sublease their rented unit to another person, or family members under any circumstances, without prior written authorization from the Council;
- 9.2 No transfer or sublease may take place if rent or other sums payable under the lease are owing;
- 9.3 If a transfer under section 9.1 of the present by-law is approved, both tenants must then sign a new lease agreement pertaining to their new housing units.



**10. Responsibilities of the Tenant**

- 10.1 In subsidized housing, a Tenant shall use the premises for residential purposes only and will not carry on any industrial or commercial trade or retail business of any sort within the premises. For non-subsidized rented units, the tenants shall use the unit for residential purposes and unless a permit is obtained from the Cree Nation of Eastmain, may not carry on any industrial or commercial trade or retail business of any sort within the premises;
- 10.2 The Tenant shall be responsible for all utility charges arising from his/her occupancy of the house. Without limiting the generality of the foregoing, utilities include heating, electricity, user fees, telephone, internet and other similar charges
- 10.3 The Tenant shall keep the house in a clean condition and shall be responsible for minor repairs and maintenance. Without limiting generality of the foregoing, the tenants responsibility shall include replacement of broken doorknobs, broken and/or expended light bulbs, broken light fixtures and the like;
- 10.4 The Tenant shall inform the Housing Department before his/her departure whenever he/she intends to leave the house vacant for more than 72 hours during the period from October 1<sup>st</sup>, to April 30 or for more than 2 weeks from May 1<sup>st</sup> to September 30<sup>th</sup>;
- 10.5 The Housing Department's personnel shall have the right to enter the house for emergency purposes during the Tenant's absence. In non-emergency cases, the Housing Department shall give the Tenant a prior notice of 24 hours of its intention to ascertain the condition of the Housing Unit or to carry out maintenance or repair work;
- 10.6 The tenant shall not change the door lock or install another device restricting access to the housing unit without the consent of the Housing Director and without providing him with a key and/or code allowing access;
- 10.7 A Tenant who becomes aware of a serious defect, deterioration or damage to the housing unit is bound to inform the Housing Department within a reasonable time;



- 10.8 Where the tenant has informed the Housing Department and, despite an emergency situation, the latter has not acted, the tenant may undertake such repairs providing they are urgent and necessary to ensure the preservation or enjoyment of the leased property. The Housing Department may intervene at any time, however, to take over the work;

The tenant is entitled to reimbursement of the reasonable expenses he incurred under the above paragraph and may not withhold the amount of such expenses from his rent.

- 10.9 The tenant shall not make any alterations to the house unless he obtains prior written approval of the Housing Director; at the termination of the lease, all alterations will become the property of the Band and the tenant shall not be entitled to any compensation.

- 10.10 The Tenant is liable for damage caused to the Housing Unit unless he proves that the loss is not due to his fault or that of persons he allows to use or to have access to the housing unit's property;

However, the Tenant shall not be liable for damages resulting from a fire unless it is proved that the fire was due to his fault or that of persons he allowed to have access to the Housing Unit;

- 10.11 The Tenant shall not store or allow anyone to store in the Housing Unit any dangerous goods or materials which may constitute a fire hazard or other dangers to public health and safety such as chemical gasoline, propane and other deleterious substances;

## **11. Termination of Lease**

- 11.1 Upon termination of this agreement, the Tenant shall return the housing unit in the same condition as it was at the beginning of the agreement with reasonable wear and tear;

- 11.2 The lease is terminated of right where a Tenant abandons the housing unit without any reason, taking his movable effects with him or not; the lease may also be terminated without further reason where the Housing Unit is unfit for habitation and the Tenant abandons it without notifying the Housing Department;



11.3 The Tenant, on termination of the lease or when he vacates the housing unit, shall leave it free of all movable effects except those which belong to the Band;

**12. Amendment, Repeal and Replacement**

12.1 The present By-Law repeals and replaces the Eastmain Band Housing Department By-Law No.114.

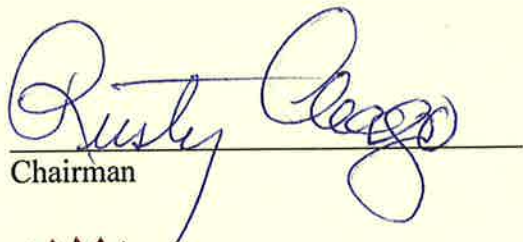
12.2 The present By-law may be amended, repealed or replaced in conformity with the procedures of the *Act*.

**13. Coming into force**

13.1 This By-law shall come into force upon its approval by the electors of the Band, in accordance with the terms of the *Cree-Naskapi (of Québec) Act*.

13.2 A copy of such By-Law was forwarded to the Minister of Indian Affairs and Northern Development.

**IN WITNESS THEREOF, I HAVE SIGNED, IN EASTMAIN, QUÉBEC, THIS 27th DAY OF JANUARY, 2010.**

  
Chairman

  
Secretary

