

# SQUAMISH NATION



## HOUSING POLICY

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<b>Area</b>	Housing		
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**SQUAMISH NATION HOUSING POLICY**

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## HOUSING POLICY

### OBJECTIVES AND PRINCIPLES

- The purpose of this document is to capture the direction provided by Membership regarding the development of a housing program and to outline policies governing on-Reserve housing for the Squamish Nation, while continuing to guide the Nation towards greater self-determination.
- The policies set out in this document will continue to be updated, from time to time, as new concerns are identified and new policies are established to address these concerns.
- The objectives of Council as expressed in this Policy are to fulfil its commitment to provide better living conditions for the Members of the Squamish Nation, while operating in accordance with clear business principles and remaining fiscally responsible and accountable to its Membership.
- This Policy is based on the following principles:
  - < That Membership be provided assistance in the provision of their basic housing needs on Reserve.
  - < That continuous efforts be made to achieve steady improvements in the quality of living on Reserve.
  - < That the Squamish Nation housing program be administered in a cost-effective, service-orientated and accountable manner.
  - < That all Members be treated in a fair and equal manner in the distribution of both Residences and Lots.
  - < That the administrative infrastructure be separated from the political governance of the Squamish Nation.

## 1. DEFINITIONS

- 1.1 This policy document is to be referred generally as the “Squamish Nation Housing Policy”, and within this document as the “Policy” or the “Housing Policy”.
- 1.2 In this Housing Policy, unless the context otherwise requires:
- (a) “**Alteration**” means any change, alteration, renovation, substitution or replacement made to a Residence, including interior work and exterior work, such as fencing, walkways and roadways;
  - (b) “**appeal**” means an appeal by a Member under sections 9.2, 9.3, 9.4 or 9.5 from a decision of the Land Registry Officer, Housing Officer or Director of Housing and Renovations;
  - (c) “**Appeals Committee**” means the appeals committee appointed by Council under section 9.7;
  - (d) “**Appellant**” means a Member of the Nation who requests an appeal hearing by filing a *Request for Appeal Hearing*, in the prescribed form, with the Director of Registry under section 9.6.
  - (e) “**Applicant**” means a Member who has submitted an Application and whose name has been added to the Housing List;
  - (f) “**Application**” means a *Housing Application Form*, in the prescribed form, by which a Member may be added to the Housing List and upon which the date of application will be stamped;
  - (g) “**Building Permit**” means written authorization of the Director of Housing and Renovations for the completion of any Alterations to be made to an existing Residence;
  - (h) “**Certificate of Possession**” means a document issued by the Minister of Indian and Northern Affairs which states that the holder is entitled, under section 20 of the *Indian Act*, to lawful possession of the lands described in the Certificate;
  - (i) “**Change Order**” means written authorization of the Director of Housing and Renovations for the implementation of any amendment to the Plan during the course of construction of a new Residence;
  - (j) “**Council**” means the lawfully elected Councillors of the Squamish Nation;
  - (k) “**Council Motion**” means a motion passed at a duly convened meeting of Council;
  - (l) “**criminal purposes**” includes such conduct, behaviour or activity which causes any social harm or which is punishable by law;
  - (m) “**custom allocation**” means an individual right to use and occupy a portion of the reserve in accordance with the customs of the Nation, granted by Council by way of a Council Motion;

- (n) **"Custom Lot"** means a Lot which has been assigned under custom allocation and which is administered under custom of the Nation and not under the *Indian Act* land registry system;
- (o) **"date of application"** means the date on which the Application is received and stamped by the Housing Registry Division of the Registry Department;
- (p) **"Dependent Adults"** means persons who have reached the age of majority and remain unable, because of illness, physical or mental disability or other cause, to care for themselves;
- (q) **"Director of Housing and Renovations"** means the Director of the Squamish Nation Housing and Renovations Department;
- (r) **"Director of Registry"** means the Director of the Squamish Nation Registry Department;
- (s) **"Easement"** means a right of use over the property of another for the benefit of an adjoining lot;
- (t) **"Existing Lot"** means a parcel of land to which a Member is recognized as being entitled to use and occupation, which may be legally surveyed and/or serviced, and includes any permanent improvements situated on that parcel of land and which also may be held pursuant to the issuance of a Certificate of Possession or Notice of Entitlement;
- (u) **"fiscal year"** means a 12-month period commencing April 1<sup>st</sup> and ending March 31<sup>st</sup>;
- (v) **"Housing List"** means a list used to determine the order in which Residences are allocated to Members, which list is maintained by the Housing Registry Division of the Registry Department and is accepted by Council for each fiscal year;
- (w) **"Housing Officer"** means the officer of the Squamish Nation within the Housing Registry Division of the Registry Department, employed by the Nation from time to time, whose duties are set out in Part 7 of this Policy;
- (x) **"INAC"** means the federal department of Indian and Northern Affairs Canada responsible for administering the *Indian Act*;
- (y) **"intestate"** means to die either without a Will or without a valid Will;
- (z) **"Intestate Policy"** means the *Squamish Nation Intestate Policy*, as amended and approved by Council, from time to time;
- (aa) **"Land Registry Officer"** means the officer of the Squamish Nation within the Land Registry Division of the Registry Department, employed by the Nation from time to time;
- (bb) **"living separate and apart"** includes where spouses:
  - (i) have lived separate and apart for at least one (1) year;

- (ii) have entered into a written agreement under which they have agreed to live separate and apart;
- (iii) have an order of the court recognizing their separation;

and shall not be considered to have been interrupted or terminated by reason only that the spouses have resumed cohabitation during a period of, or periods totaling, not more than ninety (90) days with reconciliation as its primary purpose;

- (cc) **"Lot"** means a serviced, legally surveyed lot as identified on a survey plan that has been approved by Council and any permanent improvements on the lot and includes an Existing Lot;
- (dd) **"Maintenance"** includes repairs and renovations needed to restore a Residence to an acceptable condition;
- (ee) **"Manufactured Home"** means any structure, whether ordinarily equipped with wheels or not, that is designed, constructed or manufactured to be moved from one place to another by being towed or carried, and to provide a residential home or accommodation for any other purpose;
- (ff) **"Member"** means a person determined to be a member of the Nation as defined by the Squamish Nation Membership Code, as amended from time to time;
- (gg) **"Membership"** means all those individuals whose names are entitled to be listed on the list of members maintained by the Squamish Nation;
- (hh) **"Minor Children"** means persons under the age of 18 years;
- (ii) **"Notice of Entitlement"** means a document issued by the Minister of Indian and Northern Affairs which states that the holder is entitled to lawful possession of the lands described in the Notice; issued instead of a Certificate of Possession when the lands have not yet been legally surveyed and the allotment is therefore based on a sketch plan and not a legally surveyed plan;
- (jj) **"Permanent Improvements"** means any permanent structure added to or constructed upon a Lot such as a building or Residence, and which will form part of the Lot.
- (kk) **"Plans"** means all plans, drawings and specifications relating to the construction of, or Alteration to, any Residence or Permanent Improvements, including architectural, structural, mechanical, electrical and landscaping plans and specifications, floor plans, and surveyors' certificates;
- (ll) **"Reserve"** means all reserves of the Squamish Nation that are set aside by Her Majesty the Queen in right of Canada as reserves, for the use and benefit of the Squamish Nation;
- (mm) **"Residence"** means a single family accommodation unit and includes a house, duplex, townhouse, apartment or manufactured home;
- (nn) **"Resident"** means a Member who has been allocated a Residence and/or a Lot or who is registered in the Squamish Nation Land Registry as having the right to use and/or occupation of such Lot;

- (oo) **“Right of Way”** means a right belonging to a party (such as, a utility company or a municipality), to pass over someone’s lot, usually to allow for utility service lines for gas, electrical, water or sewer to be laid for the benefit of the Membership or the use of non-Nation communities;
- (pp) **“serviced”** when used in the context of a ‘serviced Lot’ means a Lot for which the required utility services, such as water, sanitary sewer, electrical, natural gas or propane, as determined by the Director of Housing and Renovations, have been installed and connected to the boundary line of the Lot;
- (qq) **“Spouse”** means a person who is either:
  - (i) legally married or united by the traditional laws and customs recognized by the Squamish Nation or any other First Nation, to another person, and is not living separate and apart from that other person; or
  - (ii) is living and cohabiting with another person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, for a continuous period of not less than two (2) years and is being publicly represented by each other during this time period as each other’s spouse;
- (rr) **“Squamish Nation”** or **“Nation”** means the Squamish Indian Band within the meaning of section 2(1) of the *Indian Act*;
- (ss) **“Townhouse”** means any one of the Nation-owned, rental townhouse units situated on Mission Reserve on West 4<sup>th</sup> Street, West 5<sup>th</sup> Street and Mahon Avenue;
- (tt) **“Townhouse List”** means a list used to determine the order in which Townhouses are allocated to Members;
- (uu) **“Will”** means either:
  - (i) a written document signed by a Member in front of two witnesses by which the Member appoints a personal representative and indicates who is to receive his or her property after their death; or
  - (ii) any written document signed by a Member that has been approved by the Minister of Indian and Northern Affairs pursuant to section 45(3) of the *Indian Act*.

This Policy applies only to all residential Lots situated on any of the Squamish Nation Reserves.

## 2. RIGHTS ACQUIRED

### Residence and Lot

- 2.1 A Member is not permitted to place or permanently affix a Manufactured Home on a Lot, without first obtaining the prior approval of the Director of Housing and Renovations.
- 2.2 A Member is not permitted:
- (a) to place, erect or permanently affix any structure on any Right of Way situated within a Lot; or
  - (b) to place, erect or permanently affix any structure that encroaches over the boundary line of the Lot.
- 2.3 A Member is not permitted to place, erect or permanently affix any structure on a Lot, unless done in accordance with this Policy.

### Alterations

- 2.4 A Resident who wishes to make an Alteration to their existing Residence, must first submit a Request for Building Permit with Plans to the Director of Housing and Renovations for approval, and the Director of Housing and Renovations will deliver to the Resident, in a timely manner, a written notice approving or refusing to approve with reasons, the Plans for Alteration.
- 2.5 Once the Plans have been reviewed and approved, the Director of Housing and Renovations will issue a *Building Permit* in the prescribed form.
- 2.6 A Resident is responsible for all costs associated with an approved Alteration, including but not limited to materials, labour, plan preparation, site preparation, surveys and inspection reports.
- 2.7 Upon receipt of a *Building Permit*, a Resident may commence making the Alteration to their Residence in accordance with the terms and conditions set out in the *Building Permit*, provided that the Resident submits to the Finance Department a bank draft or money order, but not a certified cheque, made payable to the "SQUAMISH INDIAN BAND" in an amount specified by the Director of Housing and Renovations, which amount will represent the estimated cost of construction of the Alteration to the Residence.
- 2.8 Notwithstanding section 2.7, an Alteration must conform to this Policy, Nation Policies and Bylaws and National Building Code Standards in effect at the date of the completion of the Alteration, conform to the standards of workmanship required by established industry practice and be completed within one (1) year of the date of the *Change Order*, or such other date as determined by the Director of Housing and Renovations.
- 2.9 Upon completion of the Alteration, the Resident must provide to the Director of Housing and Renovations a satisfactory *Final Inspection Report* by a certified inspector, in prescribed form.
- 2.10 A Resident will:
- (a) not do, or suffer or permit to be done, any Alteration which may render void or voidable, or which may conflict with the requirements of, any policy of insurance,



including any regulations of fire insurance underwriters applicable to such policy, carried by the Nation; and

- (b) comply immediately with every notice in writing from the Nation or any insurer requiring the performance of works or discontinuance of any use of a Lot in order to avoid invalidation or cancellation of any insurance.

- 2.11 A Resident may subdivide their Lot provided the Resident acts in compliance with all Squamish Nation bylaws and policies and has obtained prior approval of the Director of Housing and Renovations, as well as all departmental and Council approvals, required from time to time.

### **Right to Rent**

- 2.12 Subject to section 2.13, a Member may only rent their Lot to another Member and only for residential purposes.

### **Certificates of Possession and Notices of Entitlement**

- 2.13 A Member who holds their interest in their Lot pursuant to a Certificate of Possession or Notice of Entitlement may rent their Lot in accordance with the *Indian Act* and any current Squamish Nation bylaws.

## **3. RESPONSIBILITIES OF RESIDENT**

### **Maintenance of Residence**

- 3.1 Residents are required to keep their Residence in good repair, reasonable wear and tear excepted.

### **Maintenance of Lot**

- 3.2 Residents are expected to maintain the grounds surrounding their Residence in a neat and tidy condition.
- 3.3 A Resident will not carry on, or suffer or permit to be carried on, in or upon the Lot anything which is noisy, noxious, or offensive, or which constitutes a nuisance or annoyance to the Nation or to any neighbouring properties or their occupants.
- 3.4 A Resident will not commit, suffer or permit any wilful or voluntary waste, spoil, or destruction in or upon the Lot.
- 3.5 A Resident will not do or omit to do, or suffer or permit to be done or omitted to be done, anything which may render void or voidable, or which may conflict with the requirements of, any policy of insurance, including any regulations of fire insurance underwriters applicable to such policy, carried by the Nation.
- 3.6 A Resident will comply immediately with every notice in writing from the Nation or any insurer requiring the performance of works or discontinuance of any use of a Lot in order to avoid invalidation or cancellation of any insurance.

#### **4. INSURANCE**

- 4.1 The Nation will arrange for blanket fire insurance coverage on the structure and contents of all Residences which are occupied by a Resident and such insurance will be paid for by the Nation and will include coverage for all personal items and household furnishings and contents to a stated value maximum. Any amounts of coverage required beyond the stated value are the responsibility of the Member.
- 4.2 The Member and not the Nation will be responsible for the deductible portion of any insurance claim.
- 4.3 Insurance coverage by the Nation is only for the original Residence and any approved Alteration. If there is an Alteration made to a Residence by a Member that has not been approved in accordance with this Policy, the Member is responsible for insuring that portion of the insurance costs directly related to the Alteration.
- 4.4 The Nation may require a Resident to obtain, prior to commencing construction of a Residence, or an Alteration to a Residence, course of construction insurance, and maintain same until construction is completed.

#### **5. ENFORCEMENT AND TERMINATION**

- 5.1 Where a breach of a term of this Policy has occurred, the Nation is authorized to take such steps as are deemed necessary to enforce the terms and requirements of this Policy, including the revocation of a custom allocation of either a Residence or a Lot, or both Residence and Lot, as the case may be, or the removal of any person from a Residence or Lot.
- 5.2 A Resident will lose their right to use and occupation of their Residence and Lot in the following circumstances:
  - (a) if the Residence or Lot is condemned; or
  - (b) if a Resident's use of the Residence or Lot is determined based on community standards to be for criminal purposes,and upon loss of such right, Council may revoke the custom allocation to such Resident of the Residence or the Lot or both the Residence and Lot, as the case may be.
- 5.3 A court of competent jurisdiction may, on application of the Nation, or such other party holding the legal interest in a Lot:
  - (a) order that vacant possession of a Lot and Residence be delivered up;
  - (b) direct that one or more Members be given exclusive possession of a Lot and Residence;
  - (c) make any interim or temporary order to give effect to the purpose of this Housing Policy; and
  - (d) make any ancillary order, including an order as to costs, that the court deems necessary to give effect to this Housing Policy.
- 5.4 If Council approves the recommendation of the Director of Housing and Renovations

under Part 5 of this Policy to revoke a Resident's Residence and/or Lot custom allocations, Council may choose to reinstate the Resident onto the Housing List as at the date of the revocation by Council and in such category as is determined and verified by the Housing Officer.

## **6. NON-MEMBERS' RIGHTS**

6.1 A non-Member Spouse who is entitled to reside in a Residence pursuant to this Part 6:

- (a) is not permitted to vacate and rent the Residence to any person; and
- (b) is permitted to rent a portion of the Residence to a Member provided that the non-Member continues to reside in the Residence as their primary residence.

## **7. HOUSING OFFICER**

7.1 A Housing Officer will be employed by the Nation and may be the same person holding the position of Land Registry Officer.

7.2 The Housing Officer must:

- (a) administer and comply with policies and guidelines established by Council from time to time;
- (b) produce and provide reports when requested by Council;
- (c) add to or remove from the Housing List the name of a person in accordance with a decision of the Appeals Committee under section 9.10;
- (d) provide written notice to a Member of their right to appeal:
  - (i) a decision of the Housing Officer to decline their application to be added to the Housing List;
  - (ii) a decision of the Housing Officer to decline their application to be moved between categories on the Housing List; and
  - (iii) the removal of their name from the Housing List by the Housing Officer in accordance with the *Allocations Policy*.
- (e) generally assist all Members in the administration of this Housing Policy.

7.3 The Housing Officer may delegate a portion of their duties and tasks to a clerk or assistant, but will remain fully answerable for same.

## **8. CONDEMNED RESIDENCES**

8.1 Council may declare a Residence to be unfit for habitation, upon acceptance of a report from the Director of Housing and Renovations in accordance with the Squamish Nation *Condemned Residences Policy*, as approved and amended from time to time.

## **9. APPEALS PROCESS**

9.1 There is no right of appeal to Council or any other body from decisions of the Housing Officer, Land Registry Officer and Director of Housing and Renovations, except as provided in this Policy.

9.2 A decision of the Housing Officer:

- (a) to decline to add an Applicant to the Housing List in accordance with the *Allocations Policy*;
- (b) to decline to move an Applicant between categories on the Housing List in accordance with the *Allocations Policy*;
- (c) to remove an Applicant's name from the Housing List in accordance with the *Allocations Policy*; or
- (d) to decline to change the date of application in accordance with the *Allocations Policy*;

may be appealed to the Appeals Committee by the Member applying to be added to, moved within or remain on the Housing List or requesting a change in the date of application.

9.3 A decision of the Housing Officer:

- (a) to decline to add an Application to the Townhouse List under the *Townhouse Policy*;
- (b) to decline to move an Application between categories on the Townhouse List under the *Townhouse Policy*; or
- (c) to remove an Applicant's name from the Townhouse List under the *Townhouse Policy*;

may be appealed to the Appeals Committee by the Member applying to be added to or moved within or wishing to remain on the Townhouse List.

9.4 A decision of the Land Registry Officer:

- (a) to not meet with the Applicant on a first-come first-served basis in accordance with the *Allocations Policy*; or
- (b) to not enter the Applicant's name in the Land Registry against their Lot in accordance with the *Allocations Policy*,

may be appealed to the Appeals Committee by the Applicant.

9.5 A decision of the Director of Housing and Renovations:

- (a) to refuse to approve the Plans for an Alteration under section 2.4;
- (b) to recommend revocation of a Lot and Residence custom allocation under section 5.1; or

- (c) to recommend revocation of a Lot and Residence custom allocation under section 5.2,

may be appealed to the Appeals Committee by a Resident.

- 9.6 An appeal must be in writing in prescribed form, the *Request for Appeal Hearing* form must be signed by the Appellant and must be delivered to the Director of Registry within thirty (30) days of the decision being appealed having been made.
- 9.7 An Appeals Committee must be established by Council Motion and must consist of five Members, each appointed for a four (4) year term, and may include an additional two Members, identified to act as Alternates.
- 9.8 Quorum for the Appeals Committee will be four persons.
- 9.9 No member of the Appeals Committee may participate in any proceeding where the member's participation would constitute a conflict of interest.
- 9.10 The Appeals Committee will review the Member's summary of the appeal and will either grant or decline the appeal and will provide written reasons of its decision.
- 9.11 The Appeals Committee's decision and reasons will be provided to the Director of Registry for distribution to the Member who initiated the appeal.
- 9.12 The Appeals Committee may, in its discretion, obtain legal advice on any question of law or procedure relating to the discharge of its duties.
- 9.13 A member or Alternate of the Appeals Committee may only sit for four (4) consecutive terms, not to exceed a total of sixteen (16) years.

## **10. AMENDMENT TO POLICY**

- 10.1 Subject to the Objectives and Principles set out above, this Policy may only be amended by Council Motion.
- 10.2 Council is responsible for approving procedural guidelines and policies established in respect of this Policy.
- 10.3 Any amendments to this Policy must be made available to Membership within a reasonable time period following approval by Council.

## **11. CROSS-REFERENCE TO OTHER POLICIES**

- 11.1 In the event of a conflict between a provision of this Policy and a provision in any Squamish Nation Bylaw, the provisions of the Bylaw will prevail to the extent of the conflict.

## **12. GENERAL**

- 12.1 No condoning, excusing or overlooking by the Nation of any default, breach or non-observance by a Member or by the Nation at any time in respect of any term or condition

contained in this Policy will operate as a waiver of the Nation's rights set out in this Policy in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Nation in respect of any such continuing or subsequent default or breach.

- 12.2 No waiver will be implied by or inferred from anything either done or not done by the Nation, excepting only an express waiver in writing.

### **13. FORMS AND DOCUMENTS**

- 13.1 The following are a list of some of the prescribed forms and related documents required by this Policy:

#### **Custom Allocation Related:**

Form 2 - Townhouse Application Form  
Form 7 - Finance Department Memorandum;  
Form 8 - Letter to Applicant (Financed);  
Form 10 - Preliminary Request to Subdivide.

#### **Construction Related:**

Form C-2 - Construction Agreement (Member acting as General Contractor);  
Form C-3 - Change Order;  
Form C-4 - Final Inspection Report;  
Form C-5 - Request for Building Permit;  
Form C-6 - Building Permit.

#### **Appeals Related:**

Form A-1 - Oath of Confidentiality;  
Form A-2 - Request for Appeal Hearing;  
Form A-3 - Request for Appeal Hearing (Townhouse);  
Form A-4a - Initial Letter to Appellant;  
Form A-4b - Notice of Hearing (Appellant);  
Form A-5 - Notice of Hearing (Staff Member);  
Form A-6 - Letter to Staff Member;  
Form A-7a - Letter to Appellant(No Show);  
Form A-7b - Letter to Appellant (Results).

**END OF DOCUMENT**