

HOMEOWNERSHIP INCENTIVE GRANT POLICY

Approved by Chief & Council: November 21, 2022



Table of Contents

1. Policy Purposes.....	3
2. Definitions.....	3
3. Eligibility Criteria.....	3
4. Purpose, Restrictions and Limitations.....	4
5 Application Process	4
6 Grant Terms.....	4
7 Reporting and Accountability.....	5
8 Review and Amendment	5
9 Coming into Force.....	6

1. Policy Purposes

- 1.1 The Homeownership Incentive Grant Policy was created to provide grant funding, to assist Members in acquiring primary residential real property and becoming homeowners.
- 1.2 Implementation of the Homeownership Incentive Grant Policy is the responsibility of the Chief and Council and the Housing Department.

2. Definitions

In this Policy:

- a) **“Chief and Council”** means the governing body of the “First Nation” duly Elected in accordance with the “First Nation’s” customary election laws then in force.
- b) **“First Nation”** means the Athabasca Chipewyan First Nation.
- c) **“Grant”** means a grant structured as a forgivable loan which is provided to a “Member” by the First Nation” pursuant to the terms and conditions outlined in this “Policy”.
- d) **“Housing Department”** means that division or section or the person or persons within the First Nation’s Administration delegated responsibility for the construction, maintenance, and management of the First Nation’s housing inventory and all matters related to or incidental to housing.
- e) **“Member”** means an individual who is a Member as defined in the Athabasca Chipewyan First Nation Membership Code.
- f) **“Policy”** means this Homeownership Incentive Grant Policy.
- g) **“Property”** means residential real property located within Canada in respect of which the “Member” is applying for a “Grant” and may include a building lot or land upon which “Member” intends to build a home.

3. Eligibility Criteria

To be eligible for a Grant, a Member must:

- a) Be at least 18 years of age;
- b) Use and intend to use the Property as their primary residence;
- c) Not have previously received a Homeownership Incentive Grant;
- d) Have sufficient funds for the balance of the purchase price of the Property including savings and/or mortgage financing; and
- e) Cannot be entering into a rent to own agreement with respect to the purchase of the Property.

4. Purpose, Restrictions and Limitations

- 4.1 Grants are subjected to the following limits and restrictions:
- a) The Grant available under this Policy is a maximum of \$15,000.00 per Member;
 - b) The number of Grants available in any given year is contingent on the program budget appropriation by the Chief and Council for that year; and
 - c) The Grant can only be awarded once to a Member.
- 4.2 A Member receiving a Grant is solely responsible for securing the funds necessary to close on a purchase and sale agreement for a Property. In particular, the Member must ensure that they have adequate savings to provide any additional amounts necessary for a down payment and have secured mortgage approval from a qualified lending institution.
- 4.3 Members relying on receipt of a Grant to purchase a Property are advised to ensure that the residential real estate purchase contract includes a condition that the purchase is subject to the approval and receipt of a Grant under this Policy.
- 4.4 Neither the First Nation nor any of its elected officials, departments, employees, agents, or contractors will:
- a) Be a party to or assume any responsibility or liability in relation to any contract or agreement in connection with the acquisition of a Property which a Member may enter with a seller, realtor, lending institution, inspector any other third party; or
 - b) Assume any responsibility or liability for the actions or omissions of or by any seller, realtor, lending institution, inspector, or any other third party whom a Member has dealt with in connection with the acquisition of a Property.

5 Application Process

- 5.1 A Member may apply for a Grant by submitting the prescribed form (Form 1: Application for Homeownership Incentive Grant).
- 5.2 The Application must be submitted to the Housing Department and must include:
- a) A copy of the real estate agreement; and
 - b) A copy of a mortgage preapproval from a qualified lending institution.
- 5.3 The Housing Department shall review the application and will make recommendations to the Chief and Council.
- 5.4 Applications are only valid in the first fiscal year in which the application has been submitted. Any Member who applies for but does not receive Grant may re-apply the next fiscal year.
- 5.5 Members will be notified in writing by the Housing Department if they were approved or denied for a Grant.

6 Grant Terms

- 6.1 If the Member requires mortgage financing to acquire the Property, then in order to apply for the Grant, the Member must have a pre-approval mortgage from a recognized lending institution. Proof of the pre-approval, including information respecting the amount, term, amortization period, and rate must be provided with the application for a Grant.

- 6.2 Before receiving a Grant, a successful applicant must sign and submit to the Housing Department the prescribed funding agreement (Form 2: Homeownership Incentive Grant Funding Agreement).
- 6.3 Grant funds are disbursed to the Property seller's solicitor under trust conditions which require that the Grant must be repaid to the First Nation if the transaction does not close within 3 months of delivery of the funds.
- 6.4 On each anniversary date on which the Member has received a Grant, \$5,000.00 of the Grant (or such lesser portion of the Grant as remains unforgiven on that date) will be forgiven to the Member by the First Nation until the entire Grant is forgiven, provided that the Member:
- a) Has closed on the purchase and sale of the Property within 3 months of receiving the Grant;
 - b) Has used the Grant for the acquisition of the Property; and
 - c) Has not, prior to the 3-year anniversary date on which the Member received the Grant:
 - i) Sold the Property; or
 - ii) Ceased to reside at the Property as the Member's primary residence.
 - d) A Member who fails to meet the criteria set out in sections 6.4(a) and (b) must repay to the First Nation of the entire amount of the Grant.
- 6.5 A Member who fails to meet the criteria set out in section 6.4 (c) must repay any portion of the Grant which remains unforgiven as of the date on which the Property has been sold or as of the date the Property ceased to be the Member's primary residence.
- 6.6 Any Grant or portion thereof which is required to be repaid to the First Nation under this Policy may be collected by the First Nation by offsetting the debt against the Member's entitlement to receive per capita distribution payments and the Homeownership Incentive Grant Funding Agreement (Form 2) shall include an assignment to that effect.

7 Reporting and Accountability

- 7.1 The Housing Department shall maintain files and records in respect of the Policy including retaining copies of:
- a) All applications received.
 - b) All signed Homeownership Incentive Grant Funding Agreements; and
 - c) Records respecting any collections undertaken in respect of a Grant and any portion of a Grant which is required to be repaid and the current accounts receivable for that Member in respect of debts due under this Policy.
- 7.2 The Housing Department shall prepare on an annual basis a report summarizing the following:
- a) the number of applications received during the year;
 - b) the number of Grants distributed during the year; and
 - c) the number of defaults under section 6.4 and the amount of any Grants or portion thereof which is due to and recoverable by the First Nation for that year.

8 Review and Amendment

This Homeownership Incentive Policy may be reviewed, amended, or discontinued by the Chief and Council at any time without notice to Members.

9 Coming into Force

This Homeownership Incentive Policy is approved by the Chief and Council and effective as of the signing date set out below:

Herby Enacted by Council at a duly convened meeting held on the 21 day of November 2022.



Chief Allan Adam



Councillor Tim Flett



Councillor Cody Marcel



Councillor Flossie Cyprean



Councillor Teri Villebrun



Form 1

APPLICATION FOR HOMEOWNERSHIP INCENTIVE GRANT ATHABASCA CHIPEWYAN FIRST NATION HOMEOWNER GRANT POLICY

Name	
Status Number	
Current Address	
Telephone Numbers	Home:
	Work:
	Cell:
Address of the property in respect of which you are seeking the Grant	
Legal description of the property	
Do you have a signed a purchase to offer? Also known as real estate purchase contract for the property.	<input type="checkbox"/> YES <input type="checkbox"/> NO
If you have signed a residential real estate purchase contract for the property, is the purchase conditional on you receiving the Grant?	<input type="checkbox"/> YES <input type="checkbox"/> NO
What is the total purchase price for the property?	\$
What is the amount you are providing from your own savings for the purchase of the property?	\$
What is the amount being provided through mortgage financing for the purchase of the property?	\$
Have you been approved for a mortgage in respect of the property?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Provide the particulars of the approved mortgage	Amount:
	Term:
	Amortization Period:
	Rate:
IF THE PURCHASE INVOLVES MORTGAGE FINANCING, THEN YOU MUST ATTACH A COPY OF THE MORTGAGE APPROVAL DOCUMENTS TO THIS APPLICATION.	
Will you reside in the property as your primary residence?	<input type="checkbox"/> YES <input type="checkbox"/> NO

If the property is a building lot or bare land on which you intend to build a home, then provide the approximate date on which the home will be ready for occupancy. Do you have blueprints for the home? Do you own the land?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO
Have you received any other funding or grants from Athabasca Chipewyan First Nation either under this policy or any other housing related policy or program?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Date of Application:	
Declaration:	I, _____ the undersigned Member declare the statements made in this Application to be true.
Signature of Member:	

Fax or mail your completed application to:

Athabasca Chipewyan First Nation
Housing Department
P.O Box 366
Fort Chipewyan, AB T0P 1B0
Fax: 780-697-3500

FOR OFFICE USE ONLY	
Date Of Chief and Council meeting:	
Approved by Chief and Council?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Amount of Grant	\$
Sign form 2 on file?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Proof of mortgage approval on file?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Signature of Housing Manager: (Approval for fund disbursement)	



FORM 2

HOMEOWNERSHIP INCENTIVE GRANT FUNDING AGREEMENT

ATHABASCA CHIPEWYAN FIRST NATION HOMEOWNERSHIP INCENTIVE GRANT POLICY

I, _____ the undersigned Member of Athabasca Chipewyan First Nation (“ACFN”) declare and agree as follows:

1. I have read and understood the Homeownership Incentive Grant Policy of the Athabasca Chipewyan First Nation (the “Policy”) and agree to be bound by the terms and conditions set out in the Policy all of which are incorporated by reference into this Homeownership Incentive Grant Funding Agreement (the “Agreement”).
2. I understand and agree that I may only use the homeownership incentive grant funds (the “Grant”) for the purchase of residential real estate as described in my application pursuant to the Agreement.
3. I have secured mortgage financing to purchase the Property.
4. I have provided copies of the mortgage documents to ACFN and will provide updated documents to ACFN as may be required from time to time, while I continue to have obligations under the Policy.
5. I am aware that the Grant will be paid to the seller’s lawyer in trust. If the transaction has not closed, then the Grant must be returned to ACFN.
6. Neither ACFN nor any of its elected officials, departments, employees, agents, or contractors will:
 - a. Be a party to or assume any responsibility or liability in relation to any contract or agreement in connection with the acquisition of the Property which I may enter into with a seller, realtor, lending institution, inspector, or any other third party; or
 - b. Assume any responsibility or liability for the actions or omissions of or by any seller, realtor, lending institution, inspector, or any other third party whom I have dealt with in connection with the acquisition of the Property.
7. I agree to hold harmless and indemnify ACFN and its elected officials, departments, employees, agents, or contractors from and against any claim, solicitor/client or other legal cost, charge, tax, penalty, demand or other liability referable to the Grant.

8. That the Grant is a forgivable loan and if I sell the Property or cease to live on the Property as my primary residence, within 3 years of receiving the Grant, then a portion of the Grant will have to be repaid to ACFN in accordance with the Policy.
9. Without limiting any other legal remedies which ACFN may have in respect of collection of a debt and in order to secure my obligation to repay the Grant in the event that I cease to meet the eligibility criteria outlined in the Policy.

Date: _____

Printed Name of Member: _____

Signature of Member: _____