



# **Lac La Ronge Indian Band**

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***Allocation Law***

**2022-03**

**August 8, 2022**

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## PREAMBLE

**Whereas** Lac La Ronge Indian Band has an inherent right to self-government which emanates from our people, culture and land and which is recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;

**Whereas** Lac La Ronge Indian Band has taken over control and management of Lac La Ronge Indian Band Land and resources pursuant to the Framework Agreement on First Nation Land Management and has enacted the *Lac La Ronge Indian Band Land Code*, effective September 10, 2019, and which outlines the law-making powers of Council at section 7.1;

**Whereas** pursuant to section 7.2.b of the Land Code, Council may make Land Laws respecting Interests in relation to Lac La Ronge Indian Band Land;

**Whereas** Members of Lac La Ronge Indian Band hold customary rights of residential use and occupation of Community Land in the forms of LLRIB Land Leases and customary use and occupation rights granted by Resolution to allow for home ownership.

**Whereas** pursuant to section 31.2 of the Land Code, Member Interests in Lac La Ronge Indian Band Land that existed when the Land Code took effect and which were allocated pursuant to the *Indian Act* or custom of the Lac La Ronge Indian Band, shall continue in existence in accordance with their terms;

**Whereas** pursuant to section 32.1 of the Land Code, Council may, on behalf of Lac La Ronge Indian Band, grant Interests and Licences in Community Lands, including Member allocations;

**Whereas** pursuant to section 33.1 of the Land Code, Council may allocate a lot from available Lac La Ronge Indian Band Land to a Member in accordance with policies and procedures established by Council;

**Whereas** Council of Lac La Ronge Indian Band deems it to be in the best interests of Lac La Ronge Indian Band to make a Land Law for such purposes; and

**Whereas** Council of Lac La Ronge Indian has held a Meeting of Members to receive their input regarding this Land Law in accordance with section 11.1 and Part 13 of the Land Code, and in accordance with the procedures set out in the *Lac La Ronge Indian Band Land Law Enactment Policy, 2022*, and has considered any objections raised by Lac La Ronge Indian Band Members;



NOW THEREFORE the Council of Lac La Ronge Indian Band duly enacts as follows:

## **PART 1 PRELIMINARY MATTERS**

### **1. Citation**

- 1.1 This law is called the *Lac La Ronge Indian Band Allocation Law*.

### **2. Definitions**

- 2.1 Unless otherwise defined in this law or required by the context, words and expressions used in this law have the same meaning as defined in the Land Code.

- 2.2 In this Law:

**"Building"** has the same meaning as in the *Lac La Ronge Indian Band Building Regulation Law* and if no *Lac La Ronge Indian Band Building Regulation Law* is in force, then "Building" means any structure used or intended for supporting or sheltering any use or occupancy;

**"Cabin"** has the same meaning as in the *Lac La Ronge Indian Band Zoning Law* and means a small Building or other Structure designed for and intended to be occupied on a seasonal basis for cultural, recreational, or traditional purposes;

**"Certificate of Allocation"** means a prescribed document approved as a Land Instrument issued by the Lands & Resources Department in accordance with Lac La Ronge Indian Band law and policy, which provides evidence of a Residential or Recreational Land Lease holder's lawful possession of the allotted Parcel of Land pursuant to a Residential or Recreational Land Lease;

**"Customary Holding"** means an unregistered grant of interest in land including rights to use and possess a Parcel of Land for the building of or ownership of a Residential Unit, including a Cabin, by Resolution or other customarily recognized form of grant made prior to this law's coming into force, and does not include a LLRIB Land Lease issued prior to this law's coming into force.

**"First Nation Land Register"** means the register within the First Nations Land Registry System (FNLRS), set up by section 25(1) of the *First Nations Land Management Act*, which records instruments relating to reserve lands administered under the *First Nations Land Management Act*;

**"Lands & Resources Department"** means the Lac La Ronge Indian Band department which provides, among other duties, administrative support to the Land Code Advisory Committee and the Traditional Lands and Resources Advisory Committee and is responsible for managing Lac La Ronge Indian Band Land under the Land Code; for the purposes of this law, any delegate of the Lands & Resources Department must be a staff member;

**"Land Code Advisory Committee"** means the Lands Advisory Committee established under Part 6 of the Land Code;

**"Land Instrument"** has the same meaning as in the *Lac La Ronge Indian Band Land Instruments Law* and means a written document that purports to transfer an interest or licence in or to Lac La Ronge Indian Band Land;

**"Land Lease Payment"** means the consideration paid by the Member to Lac La Ronge Indian Band under the terms of the Residential or Recreational Land Lease agreement, and which must be paid to keep the Residential or Recreational Land Lease in good standing;

**"Life Estate"** means the interest in a Residential or Recreational Land Lease granted by the holder of a Residential or Recreational Land Lease to that person's non-Member Spouse through a valid deed, that grants the Spouse the right to use and occupy the Parcel of Land allotted for a time period, which cannot exceed the life of the grantee, and subject to any conditions set by Council;

**"LLRIB Land Lease"** means the written agreement for a maximum term of twenty-nine (29) years signed by a Member and the Lac La Ronge Indian Band prior to the coming into force of this law, conferring certain rights and obligations, including use and possession, in respect of a Parcel of Land to provide for the conditions of home ownership as defined in that agreement;

**"Parcel of Land"** has the same meaning as in the *Lac La Ronge Indian Band Zoning Law* and means a specific section or area of the Lac La Ronge Indian Band Land with a unique legal description and parcel identification number;

**"Privately Owned Home"** has the same meaning as in the *Lac La Ronge Indian Band Housing Policy* and means a house or other residential property located on LLRIB Land to which an individual Member is working towards, or has a right of possession under a LLRIB Land Lease and over which the LLRIB has no



responsibility.

**"Public Works & Housing Department"** means the Public Works & Housing Director, housing manager, and housing staff who are responsible for administering Lac La Ronge Indian Band housing programs for Internal Council communities;

**"Recreational Land Lease"** means a leasehold interest to an allocated Parcel of Land for the building or maintenance of a Cabin, designated outhouse, and any other Building or Structures;

**"Residential Land Lease"** means a leasehold interest to an allocated Parcel of Land for the building and maintenance of a Residential Unit for use as a primary residence for the Residential Land Lease holder, and any other Buildings or Structures;

**"Residential Unit"** has the same meaning as in the *Lac La Ronge Indian Band Zoning Law* and means a self-contained set of rooms capable of occupancy by one or more persons, including provisions for living, sleeping, cooking, sanitation, and which does not include:

- (1) buses,
- (2) any type of motor vehicle,
- (3) recreation vehicle,
- (4) tents, and
- (5) travel trailers;

**"Residential Use"** has the same meaning as in the *Lac La Ronge Indian Band Zoning Law* and means the use of land, Buildings, or other Structures for one or more Residential Units and includes all types of Residential Units on Lac La Ronge Indian Band Land as of December 13, 2021; and

**"Structures"** has the same meaning as in the *Lac La Ronge Indian Band Zoning Law* and means a construction or portion thereof of any kind, whether fixed to, supported by, or sunk into land or water, but specifically excludes landscaping, fencing, paving, and retaining structures less than 1.2 meters in height.

### **3. General Interpretation**

#### **3.1 In this law:**

- (1) headings and subheadings are for convenience only, do not form part of this law, and in no way define, limit, alter, or enlarge the scope or meaning of any provision of this law;
- (2) unless the context requires otherwise, the use of the singular is to be construed as including the plural and vice versa;
- (3) unless the context requires otherwise, a reference to one gender includes reference to all other genders;
- (4) “must” is to be construed as imperative;
- (5) the words “include”, “includes”, and “including” are to be read as if they are followed by the phrase “without limitation”; and
- (6) a reference to an enactment includes every amendment to it, every subordinate enactment—including laws, by-laws, and regulations—made under it, and any replacement enactment.

3.2 If there is an inconsistency or conflict between this law and the Land Code, the Land Code prevails to the extent of the inconsistency or conflict, subject to the paramountcy provision at section 3.2 of the Land Code.

3.3 If there is an inconsistency or conflict between this law and another enactment of Lac La Ronge Indian Band, except an approved land use plan, this law prevails to the extent of the inconsistency or conflict.

3.4 This law must be interpreted in a fair, large, and liberal manner and in accordance with the Land Code.

3.5 Where an LLRIB community that is not an Internal Council community is self administering its own housing, this law shall be read to apply and refer to that LLRIB community’s housing authority, rather than the Public Works & Housing Department, where relevant.

#### **4. Severability**

- 4.1 If any provision of this law is determined by a court of competent jurisdiction to be illegal or unenforceable, that invalid provision will be considered separate and severable, and the legality or enforceability of the remaining provisions will not be affected by that determination

#### **5. Application**

- 5.1 This Law applies to all Lac La Ronge Indian Band Land.
- 5.2 Where any other enactment, including a law, by-law, or regulation, of Canada, the province of Saskatchewan, or Lac La Ronge Indian Band applies to any matter covered by this law, compliance with this law does not relieve any person from also needing to comply with the provisions of other applicable enactments.

### **PART 2 ADMINISTRATION**

#### **6. Administration**

##### **Authority to administer law**

- 6.1 Lac La Ronge Indian Band Council expressly appoints and authorizes the Land Code Advisory Committee, the Lands & Resources Department or its delegate, and the Public Works & Housing Department or its delegate to administer portions of this law, and each will have all powers necessary to give effect to this law. Where either of the departments are cited in this law, the reference shall be interpreted to include a delegate of that department.
- 6.2 Specifically, the Land Code Advisory Committee is authorized to act as a delegate of Council, pursuant to section 32.3 of the Land Code, to:
- (1) approve or deny applications for Residential or Recreational Land Leases which require discretionary decision-making or which have been recommended for approval by the Lands & Resources Department as set out in this law; and
  - (2) grant or refuse to grant consent for a Member to assign their Residential or Recreational Land Lease to another Member based on the criteria as set out in this law.



6.3 Specifically, the Lands & Resources Department or its delegate has express authority granted by Council to:

- (1) review and provide a recommendation to the Land Code Advisory Committee on whether to approve or deny applications for Residential or Recreational Land Leases based on the criteria as set out in this law;
- (2) review and provide a recommendation to the Land Code Advisory Committee on whether to grant or refuse to grant consent for a Member to assign their Residential or Recreational Land Lease to another Member based on the criteria as set out in this law;
- (3) issue notices as set out in heading 16 of this law; and
- (4) develop and recommend regulations in relation to Land Lease Payments.

6.4 Specifically, the Public Works & Housing Department or its delegate has express authority granted by Council to:

- (1) authenticate and prescribe forms as set out at section 12.2(1)(ii);
- (2) execute Residential and Recreational Land Leases on behalf of Lac La Ronge Indian Band as set out in this law;
- (3) issue notices as set out in heading 16 of this law;
- (4) develop and recommend regulations in relation to Land Lease Payments; and
- (5) develop and recommend amendments to the prescribed form(s) for Residential and Recreational Land Lease agreements.

#### **Registry of Land Instruments and documents**

6.5 Every time a new Residential or Recreational Land Lease is granted or assigned, or at the request of a Residential or Recreational Land Lease holder, to provide evidence of their lawful possession of the allotted Parcel of Land, the Lands & Resources Department must issue the Residential or Recreational Land Lease holder with a Certificate of Allocation.

6.6 For certainty, the Reserve Lands Manager may sign a Certificate of Allocation on behalf of the Chief and Council.

- 6.7 The Reserve Lands Manager shall be responsible for maintaining all documents and Land Instruments in the First Nation Land Register and specifically, to register Land Leases and record any changes in the Interests respecting the Parcels of Land.

### **PART 3 LAND LEASES**

## **7. Customary Holdings**

### **Interests remain**

- 7.1 A Customary Holding remains with the existing occupant of the Parcel of Land and shall continue until the occupant is no longer a Member, becomes deceased, or has ceased Residential Use and occupation of that Parcel of Land (for Customary Holdings granted to facilitate home ownership). In any such event, if the occupant did not apply for a Residential or Recreational Land Lease, all rights and interests in the Parcel of Land, including any Buildings or Structures built on the Parcel of Land, revert to the Lac La Ronge Indian Band, and the Parcel of Land may be reallocated. For certainty, Customary Holdings may not be assigned or transferred by the existing occupant.

### **Home ownership**

- 7.2 Members who do not hold a LLRIB Land Lease but have a Customary Holding which granted rights of use and possession of a Parcel of Land to facilitate home ownership may apply for a Residential Land Lease with Lac La Ronge Indian Band for that Parcel of Land. For certainty, a Member with such a Customary Holding may not apply for a Residential Land Lease for a different Parcel of Land and maintain their Customary Holding.

### **Cabins**

- 7.3 Members who have a Customary Holding which granted rights of use and possession of a Parcel of Land to build or own a Cabin may apply for a Recreational Land Lease with Lac La Ronge Indian Band for that Parcel of Land. For certainty, a Member with such a Customary Holding may not apply for a Recreational Land Lease for a different Parcel of Land and maintain their Customary Holding.



## **Right to priority application for a Land Lease**

- 7.4 If a Member holds a Customary Holding to a Parcel of Land as set out in either or both of section 7.2 and section 7.3, that Member's application for a Residential Land Lease or Recreational Land Lease, as applicable, will be prioritized over any other applications for that specific Parcel of Land for the duration of their life, as long as the occupant remains a Member and does not cease Residential Use and occupation of that Parcel of Land (for Customary Holdings granted to facilitate home ownership).

## **8. LLRIB Land Leases**

### **LLRIB Land Leases**

- 8.1 Members who are subject to the application of the *LLRIB Housing Policy* or a self-administering LLRIB Community's housing authority's policy, and who possess an allotment of a Privately Owned Home in accordance with a LLRIB Land Lease which has been entered into prior to this law coming into force are entitled to remain under the terms of the LLRIB Land Lease until the interest is cancelled, expires, or is relinquished. However, the Member has the right to relinquish the LLRIB Land Lease and enter into a Residential Land Lease in accordance with this law. When added together, the time period that the Member has already held the existing LLRIB Land Lease for and the term of the new Residential Land Lease must not exceed 99 years less a day.
- 8.2 All LLRIB Land Leases must be registered in the First Nation Land Register within one (1) year of this law coming into force. For certainty, if a LLRIB Land Lease holder does not exercise the right set out in section 8.1 within this time period, that person's LLRIB Land Lease must be registered in the First Nation Land Register.

## **9. Land Leases**

### **Residential and Recreational Land Leases**

- 9.1 The only valid, registerable, and enforceable Interest for holding a Parcel of Land on Lac La Ronge Indian Band Land for Residential Use that will be granted or permitted to be assigned after this law comes into force is through a Residential Land Lease or Recreational Land Lease.
- 9.2 A Residential or Recreational Land Lease may be for a term up to a maximum term of 99 years less a day.



- 9.3 More than one Member may apply together for a Recreational or Residential Land Lease as lessees and, if successful, the allocation of the Land Lease shall be made to both Members as joint tenants.
- 9.4 Notwithstanding section 12.1(c) of the Land Code, all Residential and Recreational Land Leases may be re-entered for a successive term at their completion by the Member who is holding the Residential or Recreational Land Lease at the end of its term, provided that Member has not breached the terms of the Residential or Recreational Land Lease agreement or any Lac La Ronge Indian Band laws.
- 9.5 A Residential or Recreational Land Lease must be created, granted, disposed of, or assigned by a registered Land Instrument and in accordance with this law, its regulation(s), and the *Lac La Ronge Indian Band Land Instruments Law*.
- 9.6 A Residential or Recreational Land Lease, and a Certificate of Allocation, and the interest in Lac La Ronge First Nation Land it represents, do not form part of the estate of the Member who holds the Land Lease and Certificate of Allocation, but Council, or the Land Code Advisory Committee, where relevant, may authorize an assignment to another Member, or to a non-Member Spouse, in accordance with the wishes of a deceased Member as expressed in the terms of any valid will or testamentary disposition or pursuant to this law. For greater certainty, all Interests not expressly granted to a Member by way of a Certificate of Allocation in accordance with this enactment are retained by the Lac La Ronge Indian Band.

### **Rights and entitlements**

- 9.7 Subject to and in accordance with this law and other Lac La Ronge Indian Band laws, by-laws, and policies, a Member holding a Residential or Recreational Land Lease is entitled to a form of land tenure for the term of the Residential or Recreational Land Lease which includes the right to:
- (1) exclusive use and occupation of the Parcel of Land;
  - (2) construct or renovate Buildings and Structures, including Residential Units, on the Parcel of Land;
  - (3) use the Interests granted in the Residential or Recreational Land Lease as security for financing to acquire, construct, or renovate Buildings and Structures on the Parcel of Land;

- (4) sell or assign their Interests in the Parcel of Land to another Member in accordance with this law;
- (5) express an intention to assign their Interests in the Parcel of Land to another Member pursuant to a valid will or testamentary disposition, which assignment shall be authorized by Council or the Land Code Advisory Committee, where relevant, if the intended assignment accords with this law; and
- (6) enter a new Residential or Recreational Land Lease agreement for the Parcel of Land at the end of the Residential or Recreational Land Lease agreement term, if the terms and conditions of the Residential or Recreational Land Lease agreement and all Lac La Ronge Indian Band laws have been followed by that Member during the term, subject only to the requirements under this law and the Land Code for renewals.

#### **Non-Members**

- 9.8 Notwithstanding the restriction against non-Members holding a Residential or Recreational Land Lease or being allocated a Parcel of Land under this law or the Land Code, the following exceptions in sections 9.9 to 9.11 apply.
- 9.9 The non-Member Spouse of a Member who holds a Residential or Recreational Land Lease has a right to hold a Life Estate to the Residential or Recreational Land Lease, which may only come into effect upon the death of the Member Land Lease holder, if granted pursuant to a valid deed, and if Council authorizes the transfer. The Life Estate of the non-Member to the Land Lease must be confirmed by a Resolution of Council to be effective, and Council may place conditions on the Life Estate, including the condition that the non-Member Spouse may not cease residential occupation of the Parcel of Land, or rent or sublet, notwithstanding section 15.5 of this law. The non-Member Spouse holding the Life Estate may assign the Land Lease to a Member or to Lac La Ronge Indian Band in accordance with this law. If the non-Member holding a Life Estate does not validly assign the Land Lease to a Member before or upon their death, the Land Lease is terminated, all interests and rights associated with the Land Lease revert to Lac La Ronge Indian Band, and the Parcel of Land may be reallocated.
- 9.10 Council may confirm by Resolution that an exemption is granted to permit a non-Member to be assigned an existing Land Lease and hold the Land Lease on a temporary basis pursuant to a valid trust agreement or court order:



- (1) for the benefit of a minor Member, until the minor Member is eligible to hold and accept an assignment of the Residential or Recreational Land Lease; or
- (2) for the benefit of a Member subject to a personal guardian order or personal co-decision-maker order under *The Adult Guardianship and Co-decision-making Act*, SS 2000, c A-5.3 of Saskatchewan,

and if the trust agreement or order is no longer in force, or upon the death of the Member before the Land Lease may be validly assigned to the Member, the Land Lease is terminated, all interests and rights associated with the Land Lease revert to Lac La Ronge Indian Band, and the Parcel of Land may be reallocated.

9.11 Until Lac La Ronge Indian Band enacts a law governing spousal and matrimonial property rights, an exemption must be granted and confirmed by Council by Resolution to give effect to an occupation order that has been granted by a court of competent jurisdiction under the *Family Homes on Reserves and Matrimonial Interests or Rights Act*, S.C. 201, c. 20, and the grant of occupation by the non-Member will be terminated upon a specific event, including:

- (1) the expiry of the term of occupation designated in the court order;
- (2) valid assignment of the Land Lease to a Member;
- (3) the death of the non-Member; or
- (4) the non-Member ceasing to occupy the home as their principal residence.

9.12 For certainty, a non-Member holding a Land Lease pursuant to a trust agreement or court order as set out in section 9.10 and 9.11 is still subject to all terms and conditions of the original Land Lease holder's Land Lease agreement. The non-Member Spouse with a Life Estate is still subject to all terms and conditions of the deceased Member's Land Lease agreement.

### **Limitations**

9.13 A Member may only hold one Residential Land Lease, and one Recreational Land Lease at a time.

9.14 A Recreational Land Lease may only be granted for Parcels of Land which do not exceed one (1) acre in size.



9.15 A Member holding a Residential or Recreational Land Lease does not have the right to:

- (1) benefit from the resources in and of the Parcel of Land subject to the Land Lease; or
- (2) grant subsidiary Interests, Licences, and permits in their Parcel of Land.

#### **Responsibilities**

9.16 A Member holding a Residential or Recreational Land Lease is solely responsible for:

- (1) insurance and maintenance of the Parcel of Land;
- (2) insurance (specifically and at minimum, home and fire insurance, and where construction is required, builder's risk insurance), maintenance, and repairs for Buildings or Structures, including all Residential Units, on the Parcel of Land;
- (3) where the Land Lease is assigned, providing all relevant fees and information to the Lands & Resources Department so such changes may be registered in the First Nation Land Register; and,
- (4) ensuring all uses of the Parcel of Land and Buildings or Structures comply with Lac La Ronge Indian Band laws and by-laws, policies, and all applicable laws or regulations of Canada or the Province of Saskatchewan.

9.17 For certainty, Lac La Ronge Indian Band is not responsible for any insurance, maintenance, or repairs to the Parcel of Land or any Buildings or Structures on the Parcel of Land, where the Member holds a Residential or Recreational Land Lease to that Parcel of Land.

9.18 A Member holding a Residential Land Lease for a Parcel of Land which can be serviced, but has not yet been serviced by Lac La Ronge Indian Band, is solely responsible for paying for all expenses required to service the Parcel of Land.

#### **Reserve Land Status Remains**

9.19 For certainty, Lac La Ronge Indian Band Land in which a Member holds a Residential or Recreational Land Lease or other form of Customary Holding

providing for use and occupation of the lands continue to be “lands reserved for the Indians” under subsection 91(24) of the *Constitution Act, 1867*, and are reserves set apart by Her Majesty the Queen in Right of Canada for the use and benefit of Lac La Ronge Indian Band.

- 9.20 For certainty, the grant of a Residential Land Lease or a Recreational Land Lease shall not constitute a permanent interest as contemplated by the Land Code.

## **PART 4 APPLICATIONS**

### **10. Eligibility**

- 10.1 A Land Lease may only be acquired or held by a Member who is eighteen (18) years of age or older and who is not in arrears to Lac La Ronge Indian Band (including Lac La Ronge Indian Band entities, businesses, and corporations to which Lac La Ronge Indian Band is the majority shareholder) as of the date of the application.

### **11. Application Process**

#### **Notice of interdepartmental coordination**

- 11.1 When meeting the verification and information-gathering obligations under this heading 11, the Lands & Resources Department may request information from other Lac La Ronge Indian Band departments, entities, businesses, and corporations about the applicant. Specifically, the Lands & Resources Department may confirm that the applicant is a Member and is not in arrears to Lac La Ronge Indian Band.

#### **Application**

- 11.2 A Member seeking to acquire a Residential or Recreational Land Lease must file a complete application in the prescribed form.

#### **Response confirming eligibility**

- 11.3 Within thirty (30) days of receiving an application, the Reserve Lands Manager or their delegate shall advise the applicant as to whether the applicant meets the eligibility criteria set out at section 10.1, and whether the application is complete.

11.4 If the applicant does not meet one or more of the eligibility criteria required under section 10.1, the Lands & Resources Department must advise the applicant in writing, with reasons, that they are not eligible to apply for a Land Lease.

11.5 If the application is incomplete, the Lands & Resources Department must advise the applicant in writing:

- (1) that the application is incomplete;
- (2) as to what elements require completion, further information, or documentation; and
- (3) that the application will not be considered further, and that the applicant is required to provide the missing elements for it to be considered further, or to make a new application to pursue allocation of a Residential or Recreational Land Lease.

### **Information gathering**

11.6 If the applicant is eligible to apply for a Land Lease pursuant to section 10.1, the Lands & Resources Department must gather all information it deems necessary to assess whether the conditions for approving the application for a Land Lease have been met.

11.7 Specifically, the Lands & Resources Department must complete and store the prescribed checklist.

## **12. Decision**

### **Review and recommendation**

12.1 The Lands & Resources Department shall determine whether an application for a Land Lease has met all non-discretionary requirements set out in section 12.2, and should therefore be recommended to the Land Code Advisory Committee for approval.

### **Conditions**

12.2 If the following requirements are met, the Lands & Resources Department must recommend the application for approval by the Land Code Advisory Committee:



(1) the applicant

- (i) has met the eligibility requirements set out at section 10.1;
- (ii) has provided evidence in a form approved by the Public Works & Housing Department or relevant housing authority that shows, where applicable, that the applicant:
  - a. has sufficient funds to construct the proposed Buildings or Structures, or has provided evidence of a privately obtained construction mortgage pre-approval in the applicant's name that is current and covers the estimated costs of construction for the proposed Buildings or Structures and residential units, or;
  - b. has, in the case of pre-existing Buildings or Structures on the Parcel of Land which are being sold, sufficient funds to purchase the proposed Buildings or Structures, or evidence of a mortgage agreement or pre-approval in the applicant's name that is current;
- (iii) if applying for a Recreational Land Lease, has confirmed that a designated outhouse already exists on the Parcel of Land, or has committed to building and maintaining one within one (1) year of the application's approval;
- (iv) if applying to the Home Ownership program under the *Lac La Ronge Indian Band Housing Policy* or a self-administering LLRIB Community's housing authority's housing policy, has provided all necessary application documents to the Public Works & Housing Department or appropriate housing authority and been approved;

(2) the requested Parcel of Land

- (i) is within LLRIB Community Land;
- (ii) has been surveyed, and a survey plan or sketch has been registered in the First Nation Land Register pursuant to the *Lac La Ronge Indian Band Land Survey Policy*;

- (iii) for Residential Land Lease applications only:
    - a. contains a suitable potable water source;
    - b. is or can be serviced;
  - (iv) can be legally accessed;
  - (v) can be subject to a Land Lease without impeding on the rights of trappers and their ability to use and access their traplines;
  - (vi) for Recreational Land Lease applications only, does not overlap in an inconsistent manner with the traditional or recreational use of lands of other known Recreational Land Lease holders or users with Customary Holdings in the vicinity, after notice is posted in generally visible places in the community and after consultation with Recreational Land Lease holders within a five (5) kilometre vicinity of the Parcel of Land;
  - (vii) does not overlap in an inconsistent manner with known encumbrances, unless the Interest holder for the known encumbrance has provided a written letter setting out that they agree to the applicant's holding of a Land Lease;
- (3) the Lands & Resources Department has confirmed:
- (i) that approving the Land Lease on the requested Parcel of Land must not adversely impact on development plans which have already been approved by Council; and
  - (ii) that granting of the Land Lease on the requested Parcel of Land would be in compliance with Lac La Ronge Indian Band laws, by-laws and policies that apply to the application, including any zoning laws, land use plans, environmental management plans, and environmental assessment requirements.

12.3 If one or more of the requirements set out in section 12.2 are not met, the Lands & Resources Department must advise the applicant in writing:

- (1) that the application is not approved;

- (2) the reason(s) why the application was not approved, and name any conditions upon which, if addressed, the application may have been recommended for approval; and
  - (3) that the application will not be considered further.
- 12.4 Notwithstanding section 12.3, the Lands & Resources Department may request that the Land Code Advisory Committee review any notice to advise the applicant that the application has not been approved, prior to issuing such notice; the Land Code Advisory Committee may make any decisions pursuant to such review as if the application and recommendation were brought to it for a decision pursuant to section 12.6.
- 12.5 If the requirements set out in section 12.2 are met, the Lands & Resources Department must bring the Member's application, all supporting information and documentation, alongside a recommendation to approve the application, to the next regularly scheduled meeting of the Land Code Advisory Committee, for the Land Code Advisory Committee's further consideration and decision.

**Discretionary considerations**

- 12.6 Notwithstanding any other part in this law, if the Lands & Resources Department determines that:
  - a. there are reasonable and evidence-based grounds to expect that granting a Land Lease to a Member may result in harm to Lac La Ronge Indian Band or to a Member;
  - b. it is reasonably foreseeable that granting a Land Lease to the requested Parcel of Land would impede use of or access to a trapline by a trapper, or otherwise infringe on a trapper's rights;
  - c. consultation with other Recreational Land Lease holders in the vicinity of the Parcel of Land, or general notice and subsequent consultation with other land users, including Members with Customary Holdings, showed possible overlap of traditional or recreational use of the lands;
  - d. granting of the requested Parcel of Land may not be in the best interests of Lac La Ronge Indian Band when assessing the availability of Community Land; or



- e. any other case where the Lands & Resources Department is asked to exercise discretion in making the recommendation;

the Lands & Resources Department must bring the Member's application and the information supporting the Lands & Resources Department's determination to the next regularly scheduled meeting of the Land Code Advisory Committee for further consideration and the Land Code Advisory Committee's decision.

- 12.7 If the application is to be reviewed by the Land Code Advisory Committee as set out in section 12.6, the Lands & Resources Department must provide notice in writing to the applicant that the application requires review by the Land Code Advisory Committee because of discretionary elements, and provide the reason(s) and a timeline for the review. The Lands & Resources Department may request any further information needed to facilitate the review.
- 12.8 After receiving the materials provided by the Lands & Resources Department at a meeting, pursuant to section 12.5 or 12.6, the Land Code Advisory Committee may table their decision until their next regularly scheduled meeting if further information needs to be gathered before it can make a decision, and may request any further information needed to facilitate making the decision.
- 12.9 The Land Code Advisory Committee may approve or deny the application brought to it pursuant to section 12.5 or 12.6 and, as applicable, order the Lands & Resources Department to enter or decline to enter into a Land Lease with the Member.
- 12.10 Without limiting the generality of the discretionary situations set out at section 12.6, or the Land Code Advisory Committee's scope of discretion, grounds for rejecting an application for a Land Lease may include:
  - (1) a reasonable belief that the Member has been or may become involved in illegal activities, including trafficking in drugs, contrary to the *Criminal Code*, RS. 1985, c. C-46, the *Controlled Drugs and Substances Act*, 1996, c. 19, or any other like legislation;
  - (2) reasonable belief that the Member has been or may become involved in gang related activities; or

- (3) any other facts or circumstances upon which a reasonable person could conclude that the Member would be unable or unwilling to fulfil the terms and conditions of this law or a Land Lease agreement.

12.11 If an application is denied by the Land Code Advisory Committee pursuant to section 12.9 the Land Code Advisory Committee must provide its decision in writing within three (3) days of the meeting at which the decision was made, and provide reasons for its decision.

### **Notice**

12.12 Within three (3) days of the decision, the Lands & Resources Department must issue a public notice of any decision to approve an application, which must be reasonably accessible to Members who live on and off Lac La Ronge Indian Band Lands, and which must list the name of the applicant, the description of the Parcel of Land subject to the proposed Land Lease, and the deadline to file an appeal relating to the decision.

### **Land Lease agreement**

12.13 If an application is approved, and after the deadline for filing an appeal related to the decision has passed without an appeal being filed in relation to the decision, the Lands & Resources Department shall instruct the Public Works & Housing Department to present a Land Lease agreement in the applicable prescribed form to the Member and do such further or other things as may be necessary to execute the Land Lease agreement.

12.14 For clarity, construction and renovation of Buildings or Structures on the Parcel of Land subject to the Recreational or Residential Land Lease is not permitted until the Land Lease agreement is executed.

12.15 For certainty, the Public Works & Housing Manager may sign a Land Lease agreement on behalf of the Chief and Council.

## **PART 5**

### **LAND LEASE HOLDING AND ASSIGNING**

#### **13. Land Lease Payments**

13.1 The Public Works & Housing Department and the Lands & Resources Department may recommend regulations to be enacted by Council which set:

- (1) base amounts for Land Lease Payments;
- (2) a formula to calculate Land Lease Payment increases, including any maximum caps on increases; and
- (3) the time intervals for when Land Lease Payment increases can be implemented.

13.2 Land Lease Payments must be paid by the Member to keep the Land Lease in good standing.

13.3 That part of the Land Lease payment calculated under section 13.1 shall be paid by lump sum payments at intervals negotiated between Lac La Ronge Indian Band's Public Works & Housing Department and the Member.

#### **14. Assignments**

##### **Assignment to another Member**

14.1 A Member may, with the consent of the Land Code Advisory Committee, which shall not be unreasonably withheld, assign their Land Lease to another Member so that the Member who accepts the assignment takes over any remaining payments required by the Land Lease agreement and acquires all the rights provided for under the Land Lease.

##### **Assignment pursuant to a will or succession**

14.2 A Member may, with the consent of the Land Code Advisory Committee, which shall not be unreasonably withheld, express their wish to assign their Land Lease to another Member in a valid will so that the Member who receives the assignment takes over any remaining payments required by the Land Lease agreement and acquires all the rights provided for under the Land Lease.



- 14.3 If a Member holding a Land Lease dies without making a will, then their Land Lease may be assigned to another Member in accordance with applicable intestate succession law, and subject always to the consent of the Land Code Advisory Committee, which shall not be unreasonably withheld.

#### **Reasonable refusal to consent to assignment**

- 14.4 The refusal of the Land Code Advisory Committee to consent to the assignment of a Land Lease shall be deemed to be reasonable if:
- (1) the Member who proposes to accept the assignment and enter into the Land Lease does not or cannot meet the conditions set out at section 12.2(1); or
  - (2) the Member who proposes to accept the assignment and enter into the Land Lease is already holding a Land Lease for the same use (either a Residential Land Lease or a Recreational Land Lease); or
  - (3) the Lands & Resources Department or the Land Code Advisory Committee determines that there are reasonable and evidence-based grounds to expect that assigning a Land Lease to that Member may result in harm to Lac La Ronge Indian Band or to a Member.
- 14.5 The proposed assignment of a Land Lease in the circumstances set out at section 14.1, 14.2, and 14.3 must be reviewed and consented to by the Land Code Advisory Committee to be approved. The Land Code Advisory Committee may reject the assignment following the same procedural requirements and grounds as set out for applications under heading 12, as adapted.

#### **Assignment application**

- 14.6 A Member who is seeking to assign their Residential or Recreational Land Lease pursuant to section 14.1 must first apply to the Lands & Resources Department in the prescribed form and receive written consent to the assignment of the Land Lease.

#### **Records keeping**

- 14.7 All assignments of a Land Lease shall be recorded by the Lands & Resources Department in the First Nation Land Register through the appropriate Land Instrument(s) and a new Certificate of Allocation issued to the new Land Lease holder.

- 14.8 Upon full payment of a loan account, such as a mortgage or construction mortgage, the Member holding the loan must formally advise the Public Works & Housing Department, which may request further information as required, and provide all relevant information to the Lands & Resources Department; the Lands & Resources Department must record the discharge of the loan in the First Nation Land Register.

## **15. Specific obligations of a Land Lease holder**

### **Nuisance**

- 15.1 A Land Lease holder shall not cause or permit a nuisance to exist on the property, as defined in the *Zoning Law* and any other Lac La Ronge Indian Band laws, and without limiting the generality of the foregoing, must not allow a Building for Residential Use that is unfit for human habitation to remain on the Parcel of Land.

### **Application of other laws**

- 15.2 A Member who has been granted a Land Lease must ensure the standards contained in the *Lac La Ronge Indian Band Building Regulation Law* are met in relation to any existing or proposed Buildings and Structures, and must hold all permits required under that law.
- 15.3 All Land Leases and Parcels of Land are subject to the general zoning rules in the *Lac La Ronge Indian Band Zoning Law*.
- 15.4 No person may carry on any business or for-profit enterprise from a Parcel of Land subject to a Land Lease under this law, unless all required licences have been obtained, or an exception is met, under the *Lac La Ronge Indian Band Business Regulation Law*.

### **Rentals**

- 15.5 A Land Lease holder may rent or sub-lease the Residential Unit or any Buildings or Structures, in full or in part, to any other Member for Residential Use.
- 15.6 The Member holding the Land Lease must report any rental or sub-lease of any Buildings or Structures to the Public Works & Housing Department for record keeping, and include any requested information, such as the name of the Member renting or subletting, the duration of the term, and the Buildings, Structures, or part



thereof that the rental or sub-lease applies to, and deposit a copy of any written rental or sublet agreements made with the Public Works & Housing Department.

#### **Public passage and access by LLRIB**

- 15.7 A Land Lease holder may not do anything which would impede or interfere with rights of public passage within Lac La Ronge Indian Band Land, including blocking or interfering with roads or sidewalks or impeding passage to watercourses or harvesting areas that have been part of the traditional land uses of Lac La Ronge Indian Band.
- 15.8 A Land Lease holder shall provide Lac La Ronge Indian Band with rights of access to the Parcel of Land and any Buildings or Structures on the Parcel of Land for the purposes of enforcing laws, ensuring public safety, protecting human life, or safeguarding the ecological integrity of Lac La Ronge Indian Band Land.

#### **16. Acts of forfeiture or surrender**

- 16.1 The holder of a Land Lease who fails to comply with this law or the terms and conditions of a Land Lease agreement, including failing to make the Land Lease Payments required as part of the terms and conditions of either, may be deemed to have forfeited the Land Lease, and in such case, all interests and rights associated with the Land Lease revert to Lac La Ronge Indian Band.
- 16.2 The holder of a Land Lease who ceases to be a Member after acquiring the Land Lease shall be deemed to have forfeited the Land Lease and all interests and rights associated with the Land Lease revert to Lac La Ronge Indian Band.
- 16.3 A person who is deemed to have forfeited their Land Lease is not entitled to any compensation, and any and all payments received by Lac La Ronge Indian Band in respect of the acquisition or holding of the Land Lease shall be deemed to have been paid as rent to Lac La Ronge Indian Band.
- 16.4 A person who has forfeited their entitlements under a Land Lease shall give over vacant possession of the Parcel of Land no later than 30 days following delivery of a notice of eviction from the Lac La Ronge Indian Band.
- 16.5 A holder of a Land Lease may surrender the Land Lease to Lac La Ronge Indian Band upon any terms and conditions as may be agreed to between the parties.



- 16.6 The Lands & Resources Department and the Public Works & Housing Department are authorized to issue notices under this heading 16.

## **17. Expropriation**

- 17.1 Lac La Ronge Indian Band may expropriate lands subject to a Land Lease for necessary community purposes or works of the Lac La Ronge Indian Band, but no expropriation may take place until the conditions in the Land Code and any Lac La Ronge Indian Band laws respecting community expropriations are met.

## **18. Matrimonial property**

- 18.1 Until Lac La Ronge Indian Band enacts a law governing spousal and matrimonial property rights, the provisional rules set forth in the *Family Homes on Reserves and Matrimonial Interests or Rights Act, S.C. 201, c. 20* shall apply to Land Leases.

# **PART 6 APPEALS**

## **19. Dispute resolution**

### **Correction of error**

- 19.1 If an error is made by the Lands & Resources Department which materially effects its decision to recommend an application for review by the Land Code Advisory Committee under section 12.2, the applicant must first attempt to rectify the error by directly communicating with the Lands & Resources Department. If the error is not corrected, the applicant may request review of the error and reconsideration of the application by the Land Code Advisory Committee. For certainty, this section applies to errors which are non-discretionary, and review by the Land Code Advisory Committee will be based on a standard of correctness.

### **Appeal of decisions**

- 19.2 A decision by the Land Code Advisory Committee to:
- (1) approve or deny an application for a Land Lease under section 12.9 of this law; or
  - (2) grant consent or refuse to grant consent for the assignment of a Land Lease to another Member under section 14.5,

may be appealed through the dispute resolution provisions of the Land Code at Part 8.

19.3 A decision by Council to:

- (1) authorize the Life Estate assignment of a Land Lease to a non-Member under section 9.9;
- (2) impose conditions on the Life Estate assignment of a Land Lease to a non-Member under section 9.9; or
- (3) authorize and grant an exemption to permit a non-Member to be assigned an existing Land Lease and hold the Land Lease on a temporary basis pursuant to a valid trust agreement or court order under section 9.10,

may be appealed through the dispute resolution provisions of the Land Code at Part 8.

19.4 Notwithstanding sections 19.2 and 19.3, any decision to grant a Residential Land Lease to a Member holding a LLRIB Land Lease and who wishes to enter into a Residential Land Lease pursuant to section 8.1 may not be appealed.

## **PART 7 OTHER MATTERS**

### **20. No liability or warranty**

- 20.1 Land Lease holders take possession of the Parcel of Land and any Buildings or Structures on the Parcel of Land "as is," and Lac La Ronge Indian Band provides no representations or warranties in respect of the Parcel of Land and any Buildings or Structures on the Parcel of Land.
- 20.2 Lac La Ronge Indian Band will not be responsible to the applicant or any third party for losses, damages, liabilities, or costs in relation to the applicant's or Land Lease holder's failure to comply with the conditions in the Land Lease agreement or Lac La Ronge Indian Band laws.

## **21. Policies and procedures**

21.1 Council may establish:

- (1) forms and checklists that may be used in connection with this law;
- (2) any policies and procedures providing for any other matter reasonably necessary to give effect to this law.

## **22. Amendments**

22.1 A quorum of Chief and Council may amend this law by Resolution where the amendment is typographical in nature or does not relate to an element outlined in the Land Code at section 11.1.

22.2 Where a proposed amendment relates to an element outlined in the Land Code at section 11.1, the provisions in the *Lac La Ronge Indian Band Land Law Enactment Policy, 2022*, as they relate to laws requiring Community Input, must be followed to amend this law.

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## 23. Coming into force

23.1 This law comes into force upon approval by a majority of Council at a duly convened meeting of Council.

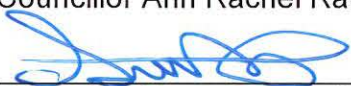
***BE IT KNOWN that this law entitled Lac La Ronge Indian Band Allocation Law is hereby enacted by a quorum of Council at a duly convened meeting of Council of the Lac La Ronge Indian Band, open to Members and held on July 4, 2022, and comes into force and effect on the 8th day of August, 2022.***

  
Chief Tammy Miriam Cook-Searson

  
Councillor Jimmy Bryce Charles

  
Councillor Gerald Robin McKenzie

  
Councillor Ann Rachel Ratt

  
Councillor Harry Sam Roberts

  
Councillor Norman Paul Ross

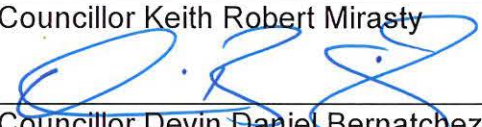
\_\_\_\_\_  
Councillor John Richard Halkett

Quorum of Council is 7.

  
Councillor Michael James Bird

  
Councillor Linda Ann Mary Charles

\_\_\_\_\_  
Councillor Keith Robert Mirasty

  
Councillor Devin Daniel Bernatchez

\_\_\_\_\_  
Councillor John Patrick Roberts

  
Councillor Dennis Bruce Sanderson