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# SIX NATIONS JUSTICE DEPARTMENT

## COMMUNITY STANDARDS

### DRAFT #3

# DRAFT

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Draft Community Standards**

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## **Foundations**

*Six Nations recognizes the following Community Standards are to be interpreted using the following principles:*

These Community Standards are intended to treat the core cause of troubled minds so that behaviours are transformed. The story of the Peacemaker teaches us that none are beyond redemption, and that change for the better can happen in an instant if that positive change is chosen. We shall treat everyone as a member of the same human family, handle all matters fairly and without bias, and through mediation relieve people of guilt, trauma, and hurt so that they can be trusted to stop harming themselves and others.

These Community Standards reflect shared values, are guidelines for conduct, and are to be understood as minimum standards. Haudenosaunee law and customary law form the foundation of these standards and no process of interpretation of these Community Standards should be understood as changing or affecting the meaning of Haudenosaunee and customary law.

These Community Standards recognize and affirm the inherent Treaty rights of Six Nations. No part of these Community Standards should be understood or interpreted to be inconsistent, derogating, or diminishing of these rights. These rights are also recognized and affirmed in s. 35 of the *Constitution Act, 1982*.

These Community Standards are intended to be transitional in nature and mark a step toward restoring a system of complete self-governance. These Standards will be reviewed every seven years and updated where appropriate.

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These Community Standards are intended to restore peace between people by having both sides of a matter communicate, by coming to one mind regarding restitution, and by making sure all of our minds are satisfied with the resolution.

These Community Standards are intended to restore and preserve the natural world for generations to come. We are charged with protecting the life supporters, including the animals and plants that make up the world's ecosystems.

These Community Standards are intended to assist community members in following the path of the Creator, which includes acting with the Good Mind, maintaining healthy bodies, minds, and spirits, and to act in cooperation, mercy, and compassion.

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Six Nations Community Standards are a fusion of the *Indian Act* & Haudenosaunee Legal Principles:

Ganóhkwasrá - Love

Gagóyosde:´ - Honesty

Ohdrihwagwaíhsq:´ - Integrity

Degakahsq:gweh - Sharing

Degaeyenawa´gohó:gyé - Cooperation

Sgé:no: senqhdónyq - Inner Peace

Gędęq - Compassion

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Oihwadogęsra´ - Trustworthiness

Gahsgyáq:nyq:´k - Encouragement

Gaiwaędohgoh - Responsibility

Oihwadq:ęq - Consistency

Gagónyqhsde - Respect

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## Land Protection & Preservation

### Community Standard No. 1/2019

#### 1. Purpose

- 1.1. The Community Standard builds into policy our beliefs that the protection and preservation of our land and territory are responsibilities and commitments, shared by us, to our future generations. These beliefs are built into policy so that the health of Six Nations' lands and territory are protected and preserved for future generations.

#### 2. Definitions

- 2.1. Air Pollution – The presence in or introduction into the environment of a substance or thing that has harmful or poisonous effects on the air in Six Nations Territory.
- 2.2. Dump Truck – Any vehicle carrying waste to the Six Nations Landfill Site.
- 2.3. Dump Truck Operator – Any person operating a vehicle carrying waste to the Six Nations Landfill Site.
- 2.4. Hazardous Waste – Waste that, when present in quantities and concentrations that are high enough, pose a threat to human health or the environment if they are improperly stored, transported, treated, or disposed.
- 2.5. Holding Areas – A yard used to store sometimes resalable junk, especially scrap metal; a place where people take old things, such as furniture or machines, they no longer want, until it is sold.
- 2.6. Landfill – The Six Nations Landfill Site.
- 2.7. Land Owner – Means the holder of the Certificate of Possession.
- 2.8. Litter – Any thing that that has been abandoned or otherwise is intended to be disposed of and includes, wrappings, cigarette butts, single-use plastics, single-use cups, paper products.
- 2.9. Littering – The act of improperly disposing of Litter in Six Nations Territory by leaving the Litter on the ground or in some other place, as opposed to disposing of the Litter in the appropriate garbage bin, recycling bin, cigarette butt canister or other appropriate receptacle.
- 2.10. Member – An individual whose name appears on a current Six Nations Band Membership List or the Office of the Citizenship Registrar.

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- 2.11. Protection – Protected areas or conservation areas are locations which receive protection because of their recognized natural, ecological, or cultural values.
- 2.12. Preservation – To preserve lands and associated agricultural, natural and cultural features of the countryside through direct land securement, stewardship, for the benefit of all Six Nations Members today and future generations.
- 2.13. Recyclable Materials – Materials able to be recycled; Raw or processed material that can be recovered from a waste stream to be used again.
- 2.14. Six Nations Territory – Means solely for the purpose of this Community Standard, Six Nations of the Grand River Reserve 40 and Glebe Farm Reserve 40B.
- 2.15. Water Pollution – The presence in or introduction into the environment of a substance or thing that has harmful or poisonous effects on water in Six Nations Territory.
- 2.16. Waterway – A body of water or stream, which the whole or part of is navigable

### 3. Waste Management

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- 3.1. Members are responsible for disposing of their household and commercial waste at the Six Nations Landfill Site.
- 3.2. Members are responsible for disposing of household and commercial recyclable materials at the appropriate station at the Six Nations Landfill Site.
- 3.3. Members will be held responsible for littering or dumping waste on roads or places except the Six Nations Landfill Site.
- 3.4. Six Nations Elected Council is responsible for conducting ongoing, random checks of all dump trucks coming on and off of the Six Nations Territory.

### 4. Hazardous Waste Management

- 4.1. Members are responsible for properly disposing of their household and commercial Hazardous Waste.

*Household Hazardous Waste Days are offered to the community by Six Nations Elected Council where hazardous waste can be properly disposed.*

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- 4.2. Members will be held responsible for burning Hazardous Waste and will be held responsible for all associated costs of testing, removing, and properly disposing of materials found during or after the burn.
- 4.3. Dump truck operators will be held responsible for any Hazardous Waste being transported to or dumped on Six Nations Territory and will be held responsible for all associated costs of testing, removing, and properly disposing of materials found during ongoing, random checks.
- 4.4. Members that dump Hazardous Waste in the Grand River, in water ways on Six Nations Territory, or bury waste so that it might leech into Six Nations, groundwater will be held responsible for all associated costs of testing, removing, and properly disposing of that waste.

### **5. Private Landfills and Holding Areas**

- 5.1. Unlicensed private landfills and holding areas are subject to immediate shutdown by Six Nations Elected Council. The Land Owner will be held responsible for all associated costs of testing, removing, and properly disposing of materials found on or in the unlicensed private landfill or holding areas.

### **6. Air Pollution**

- 6.1. Members are responsible for informing the Six Nations Fire Department of any private or prescribed burns that potentially impact the community through smoke, smell, or a runaway blaze.
- 6.2. Six Nations Elected Council is responsible for conducting ongoing, random checks of any commercial/industrial smoke stacks on Six Nations Territory for air quality. In the event the smoke stack is causing air pollution, the business owner will be responsible for bringing the smoke stack in line with standards set by Six Nations Environmental Department and relevant provincial guidelines.

### **7. Water Pollution**

- 7.1. Members will be held responsible for all associated costs of testing, removing, and properly disposing of waste if they:
  - 7.1.a. Dump waste in the Grand River or other Six Nations water ways; or
  - 7.1.b. Bury waste so that it might leech into groundwater on Six Nations Territory,



## Environment

### Community Standard 2/2019

#### 1. Purpose

- 1.1. This Community Standard builds into policy our traditional responsibility toward nature so that the environment is beautiful both now and for years to come and so that our future generations may enjoy the benefits of a healthy, beautiful environment.

#### 2. Definitions

- 2.1. Agricultural Zone – Areas on Six Nations set aside for the care, cultivation, and breeding of crops and animals; includes the storage and sale of agricultural products and the storage and repair of farm machinery and implements used on that farm.
- 2.2. Clear-cutting – The act of cutting down every single marketable tree in a selected area.
- 2.3. Commercial/Industrial Zones – Areas on Six Nations set aside for commercial, industrial, and institutional uses.
- 2.4. Land Owner – a Six Nations Member who has lawful possession of a parcel of land on Six Nations Territory and has been issued a Certificate of Possession through the Six Nations Lands and Membership Program; holds the right to use and occupy that land.
- 2.5. Member – An individual whose name appears on a current Six Nations Band Membership List.
- 2.6. Noise Pollution – Noisy, loud, or disruptive activities that negatively impact the natural peace of Six Nations Territory.
- 2.7. Protected Zone – Areas on Six Nations Territory set aside for preservation where all construction and development is prohibited.
- 2.8. Residential Zone – Areas on Six Nations Territory set aside to accommodate single and multi-family homes.
- 2.9. Six Nations Territory – Means solely for the purpose of this Community Standard, Six Nations of the Grand River Reserve 40 and Glebe Farm Reserve 40B.

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- 2.10. Visual Pollution – the presence in or introduction into the environment of a substance or thing that negatively impacts the natural beauty of the Six Nations Territory.

### 3. Visual Pollution

- 3.1. Members will be responsible for storing more than two unlicensed vehicles on their property in an aesthetically pleasing manner or in a way which does not create Visual Pollution.
- 3.2. Members will be responsible for the cost of removing and disposing unlicensed vehicles in excess of two that create or cause Visual Pollution.
- 3.3. Members are responsible for limiting the amount of stored materials or stored waste on their property.
- 3.4. It is an offence under this Community Standard to store more than two unlicensed vehicles in a manner which creates Visual Pollution.
- 3.5. Notwithstanding section 3.4, a business owner is permitted to store more than two unlicensed vehicles in a manner which creates Visual Pollution subject to the *Environment Community Standard*, *Business Standards Community Standard*, and any other Community Standard, as applicable.
- 3.6. A Member in contravention of section 3.4 will be served a Notice of Infraction and required to remedy the contravention pursuant to sections 3.1, 3.2, or 3.3, as applicable.

### 4. Noise Pollution

- 4.1. Members are responsible for limiting and avoiding (when possible) noisy, loud, or disruptive activities on Six Nations Territory in, on, or during:
- 4.1.a. Public Places
- 4.1.b. Sundays and Statutory Holidays;
- 4.1.c. At nights after 11:00 p.m.;
- 4.1.d. And in the morning before 7:00 a.m.
- 4.2. Members are responsible for submitting a Special Community Event Application for events where over three hundred (300) people are expected to be in

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attendance in accordance with the *Community Standard on Special Community Events*.

- 4.3. First Responders (Six Nations Fire Department, Six Nations Police, etc.), licensed community events, and licensed community projects and agricultural activities are exempt from Section 4 of this Community Standard.

### 5. Changing the Environment

#### *Waterways and swamps*

- 5.1. The filling in or diversion of existing natural waterways or swamps, or the creation of new waterways or swamps is prohibited within Six Nations Territory.
- 5.2. Any person(s) or business(es) filling in or diverting natural waterways or swamps, or creating new waterways or swamps is guilty of an offence under this Community Standard and will be held responsible for all costs incurred in restoring the waters and land back to its natural state.
- 5.3. Despite section 5.1 and 5.2, Six Nations Elected Council may authorize the creation of a drainage ditch to prevent flooding on roadways and property.

#### *Forests and greenery*

- 5.4. Any person(s) or business clear cutting on Six Nations Territory will be held responsible for all costs incurred in replacing all vegetation, and trees. At minimum ten seedlings (native to the territory) must be planted for every tree cut down. Six Nations Wild Life department, Six Nations Environmental Department and local arborist will assist in determining native species.
- 5.5. Protected blocks on the Six Nations territory may not be developed without written approval of:
  - 5.5.a. Six Nations Elected Council.

### 6. Blocks of Land

#### *Land Use Committee*

- 6.1. The Six Nations Elected Council shall establish a Land Use Committee consisting of representatives from:
  - 6.1.a. Six Nations Wildlife Department;
  - 6.1.b. Six Nations Lands & Membership;

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- 6.1.c. Six Nations Environment Department
- 6.2. The Land Use Committee is responsible for making zoning recommendations on all zoning, land use, and land preservation matters.
- 6.3. Land Use for the Six Nations Territory consists of four (4) distinct blocks:
  - 6.3.a. Agricultural Block – Areas on Six Nations set aside for the care, cultivation, and breeding of crops and animals; includes the storage and sale of agricultural products and the storage and repair of farm machinery and implements used on that farm.
  - 6.3.b. Commercial/Industrial Block – Areas on Six Nations set aside for commercial, industrial, and institutional uses.
  - 6.3.c. Protected Block – Areas on Six Nations Territory set aside for preservation where all construction and development is prohibited.
  - 6.3.d. Residential Block – Areas on Six Nations Territory set aside to accommodate single and multi-family homes.
- 6.4. Land Owners will be held responsible for upholding Six Nations Territory in accordance with the Community Standard on Environment.

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### 7. Change of Use Process

- 7.1. Land Owners may submit an application (Appendix) to the Community Standards Tribunal to have their use of land changed.
- 7.2. The Land Use Committee will within 30 calendar days of receiving an application, make the application available to the public for comment.
- 7.3. Members will have 60 days, from the date of publication, to submit comments on the application to the Community Standards Tribunal.
- 7.4. Comments to the Community Standards Tribunal may be in the form of:
  - 7.4.a. The prescribed comment form;
  - 7.4.b. Letter to the Community Standards Tribunal; or
  - 7.4.c. Verbal comments to a member or members of the Community Standards Tribunal, so long as the comments are audio recorded.
- 7.5. The Community Standards Tribunal will hold a public meeting no later than 30 days after the close of public comments under section 7.3.

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- 7.6. The Community Standards Tribunal will publish the date and location of the meeting in an easily accessible manner to the Members of Six Nations.
- 7.7. The Community Standards Tribunal will provide the date and location of the meeting to the Land Owner and any Member who provided comments in writing.
- 7.8. The Community Standards Tribunal will provide the Land Owner and any other Member present an opportunity make comments on the application.
- 7.9. The Community Standards Tribunal may decide to change the use of the land at the public meeting or may reserve their decision for up to 30 days following the meeting.
- 7.10. In determining whether to approve an application to change the use of land, the Community Standards Tribunal will consider:
- 7.10.a. The request of the Land Owner;
  - 7.10.b. The comments made by Members;
  - 7.10.c. Whether granting the application would be consistent with the use of neighbouring properties;
  - 7.10.d. Whether granting the application would be consistent with the character and spirit of the community; and
  - 7.10.e. Whether granting the application would cause environmental, cultural, or spiritual harm to the community.
- 7.11. The Community Standards Tribunal will provide written reasons for its decision to the Land Owner and public.

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## Animal Control

### Community Standard No. 3/2019

#### 1. Purpose

- 1.1. This Community Standard builds into policy our belief that all animals on Six Nations Territory be treated with dignity, respect, and care so that domestic and wild animals are taken care of and residents of Six Nations lead lives without interference from stray or wild animals.

#### 2. Definitions

- 2.1. Animal Control Officer – Any personnel duly authorized by Six Nations Elected Council, or the Six Nations Police, to deal with Animal Control on Six Nations Territory.
- 2.2. Animal At Large – Any animal that is both off the property of the owner and out of the care and control of the owner.
- 2.3. Animal Owners – Six Nations Members or Residents that own or are otherwise responsible for an animal.
- 2.4. Member – An individual whose name appears on a current Six Nations Band Membership List.
- 2.5. Resident – Individuals who reside on Six Nations in accordance with the Community Standard/By-Law on Residency.
- 2.6. Six Nations Territory – Means solely for the purpose of this Community Standard, Six Nations of the Grand River Reserve 40 and Glebe Farm Reserve 40B.
- 2.7. Wild Animal – Any non-domesticated, formerly domesticated, or feral animal.

#### 3. Animal Care – Responsibilities of Owner

- 3.1. Members are responsible for treating all animals with care and respect.
- 3.2. Animal Owners are responsible for microchipping their pets.
- 3.3. So that they are safely returned if seized by Six Nations Animal Control, Animal Owners are responsible for tagging their animals with:
  - 3.3.a. Animal Owner's name;

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3.3.b. Phone number;

3.3.c. Address.

3.4. Animal Owners are responsible for providing their animals with:

3.4.a. Clean water for healthy living;

3.4.b. Food in a clean area for healthy living;

3.4.c. Space for freedom and exercise for healthy living;

3.4.d. Shelter for cold months;

3.4.e. Ventilation in outdoor shelters; and

3.4.f. Required Veterinarian care.

3.5. Animal Owners are responsible for vaccinating their animals against rabies and keeping animal shots up-to-date with recommended veterinary immunization schedules.

3.6. Animal Owners are responsible for keeping their animals in accordance with the Community Standard on Environment.

3.7. Animal Owners are responsible for cleaning up animal excrement outside of their property.

3.8. Animal Owners are responsible for keeping their animals under control and supervised.

**4. Animal Care – Responsibility of Animal Control**

4.1. Animal Control Officers are responsible for raccoons.

4.2. Animal Control Officers are responsible for assisting the Six Nations Environmental Office and the Six Nations Wildlife Office.

**5. Seizure of Animals**

5.1. Animal Control Officers are responsible for seizing:

5.1.a. Aggressive Animals – Any animal that an Animal Control Officer believes to be dangerous on reasonable and probable grounds.

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- 5.1.b. Dangerous Animals – Any animal that has attacked, bitten, or caused injury to a person without provocation.
- 5.1.c. Nuisance Animals - Any animal that has three (3) or more complaints against them within three (3) months.
- 5.1.d. Animals at Large – An animal that is off the property of its owner and not under control.
- 5.1.e. Abused Animal – Any animal that an Animal Control Officer believes to be abused, mistreated, or neglected on reasonable and probable grounds.

### **6. Handling of Seized Animals**

- 6.1. Animal Control Officers may hold seized animals for up to 72 hours.
- 6.2. After 72 hours seized animals who are still unclaimed:
  - 6.2.a. May be transferred to a no-kill shelter; or
  - 6.2.b. If deemed dangerous the animal may be destroyed in a humane and appropriate manner. In cases where an animal is destroyed no person may claim damages or compensation.

### **7. Dangerous Animals**

- 7.1. Should an Animal Control Officer deem an animal as a Dangerous Animal, the Animal Owner may:
  - 7.1.a. Bring an application to have the decision of the Animal Control Officer reviewed by the Community Standards Tribunal within 72 hours;
  - 7.1.b. The application will be reviewed by the Community Standards Tribunal at its next sitting date.
- 7.2. Despite section 6.2.b., if an application is brought by an Animal Owner under section 7.1.a. to the Community Standards Tribunal, the animal will not be destroyed until ordered by the Community Standards Tribunal.
- 7.3. The Community Standards Trinunal will consider whether:
  - 7.3.a. The animal poses a risk to the health and safety of Members, other animals, and visitors to Six Nations Territory; and
  - 7.3.b. What is the least intrusive means to protect Members, other animals, and visitors to Six Nations Territory from an animal who poses a risk to the health and safety.



**8. Wild Animals**

8.1. Animal Control Officers are permitted to destroy Wild Animals who they deem to be exhibiting signs of rabies or deemed to be a Dangerous Animal no person may claim damages or compensation.

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## Residency

### Community Standard No. 4/2019

#### 1. Purpose

- 1.1. The Community Standard on Residency builds into policy our deeply held belief that we on the Six Nations Territory have an inherent, collective right to determine who resides on our lands and in our communities; and a minimum standard of behaviour for the members and residents of Six Nations Territory; so that: members, residents, and others are treated fairly with concern to residency matters; and the responsibilities of members and residents are clearly outlined.

#### 2. Definitions

- 2.1. Residency Applicant – An individual submitting an application to reside on Six Nations Territory.
- 2.2. Members – An individual whose name appears on a current Six Nations Band Membership List.
- 2.3. Non-member – An individual whose name does not appear on the Six Nations Band Membership List.
- 2.4. Non-resident – An individual who does not reside in Six Nations Territory.
- 2.5. Residency Application – An application non-members require to reside on Six Nations Territory.
- 2.6. Residency – Remaining or sleeping in a dwelling on Six Nations Territory for a period greater than 14 days over the course of any 30 days.
- 2.7. Residents – Individuals who reside on Six Nations in accordance with the Community Standard on Residency.
- 2.8. Six Nations Territory – Means solely for the purpose of this Community Standard, Six Nations of the Grand River Reserve 40 and Glebe Farm Reserve 40B.
- 2.9. Status Indian – An individual who is a registered Indian under The *Indian Act*.

#### 3. Interpretation

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3.1. This Community Standard should be understood and interpreted in conjunction with Six Nations Citizenship Code. The Six Nations Citizenship Code shall prevail over this Community Standard in areas of overlap.

### 4. Responsibilities of Residents

4.1. Residents are responsible for adhering to all Six Nations Laws and Community Standards.

4.2. Non-members and non-residents are responsible for limiting their stays on Six Nations to thirty-one (31) days, except in cases where a Residency Application has been approved.

### 5. Applications Procedures

5.1. Non-members may submit a Residency Application including:

5.1.a. Sponsorship from a Member

5.1.b. Non-refundable \$250.00 Application Fee payable to the Six Nations Justice Department.

5.2. Non-member residents will be held responsible for a monthly fee of \$500.00 while residing on Six Nations.

5.3. Despite section 5.2, the biological or adopted children of Members will be exempt from any fee for residing on Six Nations.

5.4. Non-members residing on Six Nations without or with an incomplete Residency Application, for longer than thirty-one (31) days, will be considered trespassers in accordance with *Trespassing Community Standards*.

### 6. Nullifying a Residency Application

6.1. Six Nations Elected Council reserves the right to cancel the residency of any non-members who violate Community Standards.

6.2. In the event a residency is cancelled, Six Nations Elected Council will notify the resident within two weeks.

### 7. Residency Complaints Procedures

7.1. Community Standards Personnel are responsible for investigating Letters of Complaint regarding non-member residents of Six Nations within thirty-one (31) days of receiving the complaint.

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7.2. If Community Standards Personnel determines a non-member resident is responsible for violating a Community Standard, it is the responsibility of Six Nations Elected Council to cancel that non-member's residency.

7.3. If Community Standards Personnel determines a non-member resident is not responsible for violating a Community Standard:

7.3.a. The Community Standards Personnel will provide the non-member resident with a written summary of the complaints.

7.3.b. The Community Standards Personnel will provide the non-member resident with a copy of the Community Standard on Residency.

**8. Trespass**

8.1. Any person taking up Residency on Six Nations Territory without authorization under this Community Standard shall be deemed a trespasser as defined under the *Trespass Community Standard*.

**9. Citizenship Code Prevails**

9.1. For the purpose of this Community Standard the Six Nations Citizenship Code prevails over the registration and membership provisions of the *Indian Act*.

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## Trespassing

### Community Standard No. 5/2019

#### 1. Purpose

- 1.1. This Community Standard builds into policy our right to privacy in our homes, our right to bar entry to our homes and property, our right to determine what happens in our homes, and our responsibility to public property so that Six Nations residents live peacefully.

#### 2. Definitions

- 2.1. First Responders – Six Nations Police, Six Nations Emergency Services, Six Nations Fire Department, or any other duly authorized emergency service personnel responding to an emergency call.
- 2.2. Banished – Prohibited from entering or remaining on Six Nations in accordance with the Community Standard on Banishment.
- 2.3. Community Standards Complaint Form – A form that details the Community Standard violation.
- 2.4. Community Owned Property – Any land, publicly held or owned by Six Nations Elected Council, which is used for the enjoyment and benefit of the community.
- 2.5. Occupant – A resident who owns or occupies a property on Six Nations Territory.
- 2.6. Premises – Land and structures, water vessels, trailers, portable structures designed or used for resident, business, or shelter; and trains, vehicles, and air crafts except in operation.
- 2.7. Trespassing – An individual will be considered a trespasser that has:
  - 2.7.a. Entered private property without permission of the occupant;
  - 2.7.b. Engaged in a prohibited activity on a property without permission of the occupant;
  - 2.7.c. Refused to leave a property when asked by the occupant;
  - 2.7.d. Entered a premise prohibited by Six Nations Elected Council;
  - 2.7.e. Operated off-road or all-terrain vehicles off of their property;

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2.7.f. Loitered on school grounds;

2.7.g. Remained on Six Nations Territory when Banished;

2.7.h. Residing on Six Nations Territory without authorization under the Community Standard on Residency or citizenship under the Six Nations Citizenship Code.

### **3. Methods of Giving Notice**

3.1. By means of a sign posted so that the sign is clearly visible in daylight under ordinary conditions, from the approach from ordinary points of access.

### **4. Dealing with Trespassers**

4.1. Trespassers may be peacefully escorted off of the private property by Community Standards Personnel, the Six Nations Police, or the occupant of the property.

4.2. Community Standards Personnel or the Six Nations Police may request an information be exhibited to the Federal Court claiming the relief sought by Six Nations.

### **5. Exceptions**

5.1. First Responders shall not be considered Trespassers when responding to an emergency service or call.

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**Landlord & Tenant**

**Community Standard No. 6/2019**

**1. Purpose**

- 1.1. This Community Standard builds into policy the responsibilities and expectations of both landlords and tenants when entering into a rental agreement on Six Nations Territory so that both parties are treated fairly throughout the tenancy and have recourse available in cases of wrongdoing.

**2. Definitions**

- 2.1. Date of Termination – The date a tenancy ends according to the written agreement between the Landlord and Tenant.
- 2.2. Rental Applicant – A future or potential tenant, who is a Member of Six Nations, or Resident of Six Nations in accordance with The Community Standard on Residency, who is submitting an application for a Rental Unit on Six Nations Territory.
- 2.3. Landlord – An individual who rents land or buildings for commercial/manufacturing or residential purpose, such as; apartment, house, trailer or office.
- 2.4. Member – An individual whose name appears on the Six Nations Band Membership List.
- 2.5. Occupant – A resident who owns or occupies a property on Six Nations Territory.
- 2.6. Rental Agreement – A legal contract setting out the terms and conditions the Landlord and the Tenant have agreed to in order to commence a rental agreement.
- 2.7. Rental Unit – A dwelling and associated residential property that provides living accommodations to a Tenant. May also include commercial facilities.
- 2.8. Resident – A Six Nations member or a non-Member who has been approved to reside on Six Nations Territory in accordance with The Community Standard on Residency and Six Nations Citizenship Code.
- 2.9. Six Nations Justice Department – The arm of Six Nations Elected Council that administers and mediates the application and enforcement of Community Standards on Six Nations Territory.

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- 2.10. Tenant – An individual who occupies a rental unit on Six Nations Territory.
- 2.11. Essential Service – Services a Landlord shall be required to supply such as electricity, heat, or water.

**3. Rental Agreements**

- 3.1. The Landlord and the Tenant are responsible for entering into a Rental Agreement in order to set out each party's responsibilities and each party's rights.
- 3.2. The Rental Agreement:
  - 3.2.a. Will be in writing between the Landlord and the Tenant.
  - 3.2.b. Will adhere to this Community Standard – the rights and responsibilities outlined in this Community Standard will take precedence over the rights and responsibilities set out in a Rental Agreement.
  - 3.2.c. Will include the cost of Rent agreed upon by the Landlord and the Tenant.
  - 3.2.d. Will be for one (1) year unless otherwise agreed upon by the Landlord and the Tenant.
  - 3.2.e. The Landlord is responsible for providing a copy of the Rental Agreement to the tenant prior to occupancy.

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**4. Rent**

- 4.1. Rent will be an agreed upon amount identified in the Rental Agreement.
- 4.2. The Tenant is responsible for paying a security deposit equal to cost of the last month's rent.
- 4.3. The deposit referenced in section 4.2 is only permitted to be applied to the last month's rent and cannot be used for any other purpose.
- 4.4. A Landlord is only permitted to increase rent once per calendar year by an amount up to and equal to 2% of the current rent.

**5. To be a Rental Applicant**

- 5.1. Rental Applicants must be at least eighteen (18) years of age; and



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5.1.a. a Six Nations Member in accordance with the Six Nations Citizenship Code; or

5.1.b. an approved Six Nations Resident in accordance with the Six Nations Community Standard/By-Law on Residency.

### **6. Responsibilities of Tenant**

6.1. The Tenant will be held responsible in accordance with the Rental Agreement.

6.2. The Tenant is responsible for paying Rent monthly on the date agreed upon by the Landlord and Tenant as set out in the Rental Agreement.

6.3. The Tenant is responsible for the proper upkeep of the Rental Unit set out in the Rental Agreement.

6.4. The Tenant will be held responsible for using a residential property for any other purpose other than a residency in accordance with the Community Standard on Residency.

6.5. The Tenant will be held responsible for any damage to the rental property caused by the Tenant, the Tenant's guests, or another person who resides in the Rental Unit. This applies to any and all damage, purposeful or otherwise. This does not include damage that results from normal use of the Rental Unit over time.

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### **7. Responsibilities of Landlords**

7.1. The Landlord will be held responsible in accordance with the Rental Agreement.

7.2. The Landlord is responsible for keeping Rental Units and property in good repair and fixing issues occurring from normal use of the Rental Unit over time.

7.3. The Landlord is responsible for complying with all health, safety, and maintenance standards in accordance with The Community Standard on Building Codes and Fire Codes.

7.4. The Landlord cannot withhold or shut off the reasonable supply of an essential service, or food that the Landlord must supply under the Rental Agreement. If an essential service is cut-off because the Landlord failed to pay their bill, the Landlord is considered to have withheld that service. However, if an essential service is cut-off or disconnected because the Tenant failed to pay their own utility bill, the Tenant cannot claim that the Landlord withheld an essential service.

### **8. Entering a unit**

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8.1. The Landlord may enter a rental unit with 24 hours written notice through text, email, posted on the door, or hand delivered, for the following reasons:

8.1.a. For any reasonable purpose listed in the Rental Agreement.

8.1.b. To make repairs.

8.1.c. To inspect a Rental Unit to assess if repairs are needed.

8.1.d. To show a Rental Unit to a possible buyer, insurer, or mortgage lender.

8.1.e. A property inspection.

8.1.f. Written notice must include reason for entry and include a date and time between 8 a.m. and 8 p.m. that the Landlord will enter the unit.

8.2. With proper notice The Landlord may enter when a Tenant is not home when:

8.2.a. In cases of emergency.

8.2.b. If the Tenant consents to entry.

8.2.c. If the Rental Agreement requires the Landlord to clean the unit.

8.2.d. If the Tenancy is coming to an end and the Landlord wants to show the unit to a Rental Applicant. The Landlord may only show the Rental Unit between 8 a.m. and 8 p.m.

## **9. Death of Tenant**

9.1. In the event of a Tenant death, and he/she was not the only occupant of the rental unit, the remaining eligible occupant will be offered the opportunity to enter into a new Rental Agreement assuming responsibility for that rental unit.

9.2. In the event of a Tenant death and he/she was the only occupant of the Rental Unit then the tenancy shall be terminated sixty (60) days after the date of the Tenant's death.

9.3. The Landlord shall provide the executor of the deceased tenant's estate reasonable access to the rental until for the purposes of removing the deceased tenant's property.

9.4. Deceased Tenant's property not removed prior to the date of termination shall be deemed to be abandoned unless alternative arrangements have been made by the executor of the deceased Tenant's estate and the Landlord.

**10. Eviction**

10.1. An Eviction Order (Appendix) shall be exercised in accordance with the Rental Agreement.

10.2. Despite section 10.1 an Eviction Order shall not be effective until 30 days after service upon the Tenant.

**11. Disposal of Tenant Property**

11.1. The Landlord will dispose of property in a rental unit thirty (30) days after the former Tenant has vacated the unit.

**12. Dispute Resolution**

12.1. Any Landlord or Tenant claiming the other party is not following the provisions of this Community Standard, or the terms of a Rental Agreement, may bring a complaint to the Six Nations Community Standards Tribunal with notice to the other party.

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## Special Community Events

### Community Standard 7/2019

#### 1. Purpose

- 1.1. The Community Standard on Special Community Events builds into policy our belief that those on Six Nations Territory have responsibilities toward others in the community when hosting special events so that the life of Six Nations community members continues peacefully and without disruption.

#### 2. Definitions

- 2.1. Special Community Events Applicant – An individual or organization submitting an application to hold a Special Community Event on Six Nations Territory
- 2.2. Event Holder - An individual or organization who has been approved to hold a Special Community Event on Six Nations Territory.
- 2.3. Special Community Event - An event held on Six Nations Territory with an attendance or expected attendance of over three hundred (300) people.
- 2.4. Liability insurance - Refers to a type of business insurance which protects a person/organization from a wide range of liabilities and incidents involving situations that may result in lawsuits and legal action.
- 2.5. First Responders – Includes Six Nations Police, Six Nations Emergency Services, Six Nations Fire Department, or any other duly authorized emergency service personnel responding to an emergency call.

#### 3. Special Community Event Application:

- 3.1. Special Community Event Applicants are responsible for submitting a Special Community Event Application (Appendix) to:
  - 3.1.a. Six Nations Elected Council; and
  - 3.1.b. First Responders.
- 3.2. A Special Community Event Application will not be complete until the Special Community Event Applicant has paid the prescribed fee:
  - 3.2.a. \$100 for an event with between 300 and 1,000 attendees;
  - 3.2.b. \$500 for an event with between 1,001 and 5,000 attendees;
  - 3.2.c. \$1,000 for an event with between 5,001 and 10,000 attendees; and
  - 3.2.d. \$2,500 for an event with over 10,000 attendees.

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3.3. A Special Community Event Applicant may seek to have the prescribed fee waived if:

- 3.3.a. The Special Community Event is not for a commercial purpose;
- 3.3.b. The Special Community Event is open to the public free of charge; and
- 3.3.c. The Special Community Event is for a cultural, spiritual, or other purpose to the well-being of the Members of Six Nations of the Grand River.

3.4. Upon review of the Special Event Application, First Responders will have the authority to deny or postpone the application or stop an event if they believe it poses a health and safety risk to its attendees.

3.5. In the event a Special Community Event it is postponed, First Responders will identify solutions that the Special Community Event Applicant can take to remedy the health and safety risks.

3.6. In the event the Special Community Event is denied, a letter (Appendix) will be provided to the Special Community Event Applicant by the Community Standards Personnel clarifying the reasons for the denial.

**4. Event Holder Responsibilities:**

4.1. During their Special Community Event, Event Holders are responsible for:

4.1.a. Holding liability insurance,

4.1.b. Stopping, or contacting the appropriate authorities in a timely manner in order to stop:

4.1.b.i. Inappropriate behaviour;

4.1.b.ii. Indecency;

4.1.b.iii. Vandalism; and

4.1.b.iv. Violence.

4.1.c. Coordinating traffic control with Six Nations Police;

4.1.d. Cleaning up all litter following the Special Community Event including surrounding properties and areas.

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## Fire Codes

### Community Standard No. 8/2019

#### 1. Purpose

- 1.1. The Community Standard on Fire Codes will allow the Six Nations Fire Department the power and authority to provide fire protection and prevention services to the people of the Six Nations of the Grand River Territory

#### 2. Definitions

- 2.1. Business Owner – An individual who owns and operates a business on Six Nations territory.
- 2.2. Fire Chief – The person appointed by Six Nations Elected Council to act as a Fire Chief for Six Nations community for the delivery of fire protection services
- 2.3. Fire Department – The Six Nations Fire Department
- 2.4. Firefighter – means a fire chief and any other person employed in, or appointed to, a fire department and assigned to undertake fire protection services.
- 2.5. Fire Protection Services – includes fire suppression, fire prevention and fire safety education; prevention of the risk created by the presence of unsafe levels of carbon monoxide; education rescue and emergency services; and training of person involved in fire protection services.
- 2.6. Fire Rescue Services – means a group of firefighters authorized to provide fire suppression services and fire protection services by the Six Nations community
- 2.7. Member – An individual whose name appears on a current Six Nations Band Membership List.
- 2.8. National Code – Means the National Fire Code of Canada 2015, issued by the Canadian Commission on Building and Fire Codes of the National Research Council of Canada
- 2.9. Ontario Code – Means the *Fire Code*, O Reg 213/07, made under the *Fire Protection and Prevention Act, 1997*, SO 1997, c 4.
- 2.10. Residents – Individuals who reside on Six Nations in accordance with the Community Standards on Residency

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- 2.11. Volunteer Firefighter – means a firefighter who provides fire protection services either voluntarily or for nominal consideration, honorariums, training or activity allowance.

### 3. Standards of Service

- 3.1. Six Nations deserves the highest standard of Fire Protection, therefore: the standards of Fire Protections Services that apply on Six Nations are the more stringent standards of either the National Code or the Ontario Code.
- 3.2. The Fire Chief is responsible to provide fire protection and prevention services to the Six Nations Community.
- 3.3. The Fire Chief is responsible for developing Six Nations Fire Department operating policy including: operating procedure and guideline, department policies and rules, and standards of training.
- 3.4. Once ratified by Six Nations Elected Council through a Band Council Resolution, policies developed by the Fire Chief will be considered part of this Community Standard.
- 3.5. The Fire Chief is responsible for maintain the highest quality firefighting team as possible, and therefore will be a part of the Six Nations Human Resources hiring practices.

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### 4. Responsibilities of Residents

- 4.1. Residents are responsible to installing and maintaining smoke and carbon monoxide detectors in their homes in accordance with the Community Standards on Residency.
- 4.2. Business owners and Landlords are responsible for installing and maintaining smoke and carbon monoxide detectors in their buildings.
- 4.3. Individuals asked by the Fire Department to leave the scene of an emergency are responsible for leaving.
- 4.4. Individuals are responsible for allowing the Fire Department to carry out their duties and not interfere or hinder the Fire Department in the performance of its duties.
- 4.5. No person shall prevent, obstruct or interfere in any manner whatsoever with the communication of a fire alarm to the Fire Department or with the Fire Department responding to a fire alarm that has been activated.

## 5. Fire Suppression

- 5.1. Six Nations Fire Department is responsible for suppressing any fire or other hazardous condition by extinguishing it or by other reasonable actions.
- 5.2. Six Nations Fire Department may enter private property during emergencies in order to suppress fire.

## 6. Fire Prevention

- 6.1. Six Nations Fire Department is responsible for conducting building inspections and examine buildings plans to make sure the structures are built with the highest fire safety standards.
- 6.2. In the event of a fire, the Six Nations Fire Department is responsible for pulling down or demolishing buildings or structures in order to prevent the spread of fire or if it is a fire hazard.
- 6.3. Six Nations Fire Department can assist Six Nations Elected Council Departments and Community Members in boarding up or barricading buildings against fire.
- 6.4. The Fire Code applies to the unoccupied parts of a building that is under construction within the meaning of the Building Code if,
  - 6.4.a. The conditions in the unoccupied portions threaten the safety of the occupied portions.
- 6.5. If the Fire Chief has reasonable grounds to believe that a risk of fire poses an immediate threat to life, he or she may without a warrant, enter on any land or premises and for the purpose of removing or reducing threat.

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**Restaurant Management & Food Safety**

**Community Standard No. 9/2019**

**1. Purpose**

- 1.1. The Community Standard on Restaurant Management will establish minimum standards to reduce and prevent food-borne illness and safe food handling practices and keep community members of the Six Nations Territory safe from the spread of disease and illness through food.

**2. Definitions**

- 2.1. Food Handlers Certificate – training available to teach people working in the food service industry general principles of safe food handling.
- 2.2. Restaurant – any premises that prepares food products for public consumption; a food or drink item that is either served in a regulated food service premise or processed and prepared primarily in a regulated food service premise, and that is intended for immediate consumption on the premises or elsewhere without further preparation by a consumer before consumption.
- 2.3. Convenience Store – any premises that sells food products for public consumption; (sometimes called a variety store or corner store) is a small retail business that sells everyday items including snack foods, dry and canned goods, milk and cream, lottery tickets, tobacco products, newspapers and magazines
- 2.4. Caterers – Any person(s) who prepares food products for public consumption
- 2.5. Food Premise – Any restaurant, convenience store, caterer or vendor located on Six Nations territory.
- 2.6. Inspection – An assessment of the food safety of a Food Premise conducted by an authorized Six Nations Health Inspector.
- 2.7. Six Nations Territory – Means solely for the purpose of this Community Standard, Six Nations of the Grand River Reserve 40 and Glebe Farm Reserve 40B.
- 2.8. Vendor – Any person(s) who prepares food products for public consumption in an outdoor facility or vehicle

**3. Initial Application**

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- 3.1. Six Nations Health Authority is the main contact for information on food safety and inspections. They are able to arrange an inspection of a business location, equipment and processes and make sure your business is complying with the Community Standards.

### 4. Food Handlers Certificate

- 4.1. Within 60 days of the start of their employment, the managers of all food service locations must have or get a Food Handler Training Certificate from the Six Nations Health Unit.

- 4.2. Students are required to achieve 70% to pass the exam.

- 4.3. All Food Providers are required to have the minimum of:

- 4.3.a. Manager with a current and valid food handler certificate, or equivalent qualification in their name

- 4.3.b. One food handler on the premises at all times while in operation with a current and valid food handler certificate, or equivalent qualification in their name

- 4.3.c. On request, establishments must show valid certificates to a Public Health Inspector for each certified food handler and each operator

- 4.4. It is recommended that everyone who works within a food premise attend the Food Safety Course and get certified including:

- 4.4.a. Serving staff

- 4.4.b. Dishwashers

- 4.4.c. Cooks/assistant cooks

- 4.4.d. General help

- 4.4.e. Owners/managers

- 4.4.f. Anyone else interested in food safety

### 5. Management of Food Handlers Certificate

- 5.1. The food handler certificate is valid for five years in the Province of Ontario.

- 5.2. For those who have an expired certification or have previously taken the full course or who have vast experience and/or knowledge of proper food safety

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practices, may challenge the food safety exam by taking the exam portion of the food handler's certificate training.

### 6. Inspections

6.1. Inspections will occur for every food premise based on three risk levels:

6.1.a. High – Minimum three inspections per year, not less than once every four (4) months.

6.1.b. Medium – Minimum two inspections per year, not less than once every six (6) months.

6.1.c. Low – Minimum one inspection per year, not less than once every twelve (12) months.

6.2. Risk level will be posted at the entrance to all food premise.

6.3. High Risk - A premises that prepares hazardous foods and meets one or more of the following criteria:

6.3.a. Serves vulnerable and/or immunocompromised populations like in hospitals, long-term care facilities and childcare centres

6.3.b. Preparation of foods that involve multiple preparation steps, for example defrosting, cooking, cooling, reheating, and hot holding

6.3.c. History of past foodborne illnesses or outbreak associated with the establishment

6.3.d. History of critical infractions within the past year

6.4. Medium Risk - A premises that meets one of the following criteria:

6.4.a. Prepare hazardous foods but do not meet the criteria outlined in the High-Risk category above, or

6.4.b. Prepare non-hazardous foods with extensive handling and/or high volume of patrons (e.g. full-service restaurants, bakeries)

6.4.c. Operates as food take-out business only

6.5. Low Risk - A premises that meets one of the following criteria:

6.5.a. Does not prepare hazardous foods, but sells pre-packaged foods

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6.5.b. Prepares non-hazardous foods with limited to no food handling (e.g. convenience stores, church kitchens, public hall kitchens)

**7. Minimum Standards**

7.1. The minimum standards for a Food Premises in Six Nations Territory are the same as those set out in *Food Premises, O Reg 493/17*.

7.2. The Six Nations Health Department may apply alternative standards than those set out in *Food Premises, O Reg 493/17* if:

7.2.a. Those standards protect the health and well-being of Members and visitors to Six Nations Territory;

7.2.b. Those standards are approved by Six Nations Elected Council; and

7.2.c. Those standards are made publicly available for a period of 120 days before coming into effect.

7.3. Despite section 7.1, the sale of hunted or wild game meat is permitted in Six Nations Territory.

7.4. The Six Nations Health Department shall set the standards for the sale of hunted or wild game meat in Six Nations Territory.

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**Building Codes**

**Community Standard No. 10/2019**

**1. Purpose**

- 1.1. The Community Standard builds into policy a mechanism to protect public health, safety, and general welfare as they relate to the construction and occupancy of building and structures.

**2. Definitions**

- 2.1. Building Codes - Building codes are sets of regulations governing the design, construction, alteration and maintenance of structures. They specify the minimum requirements to adequately safeguard the health, safety and welfare of building occupants
- 2.2. Building Inspector – Six Nations Building Inspectors are responsible to inspect homes located in the Six Nations territory to ensure that they meet or exceed the minimum standards of the National Building Code
- 2.3. Building Inspection - Is a free service to the Six Nations community for homes 60,000 square feet and less. All construction, and occupancy of buildings or structures must be inspected
- 2.4. Compulsory Trade – Means a Compulsory Trade regulated by the Ontario College of Trades.
- 2.5. Independent Contractor – A person hired by another not as an employee but, rather, pursuant to a contract for service where the engaging party does not supervise or control the detail of the work, and where the party engaged remains self-employed.
- 2.6. Contractor – a trades person in the areas of heating, ventilation, and air conditioning (HVAC), Electricians, and Plumbers who is licensed to work on houses, buildings or structures.
- 2.7. National Building Codes - sets out technical provisions for the design and construction of new buildings. It also applies to the alteration, change of use and demolition of existing buildings
- 2.8. Occupant – A resident who owns or occupies a property on Six Nations Territory.

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2.9. Six Nations Territory – Means for the sole purpose of this Community Standard, Six Nations of the Grand River Reserve 40 and Glebe Farm Reserve 40B.

### 3. Building Code Standards

3.1. The minimum Building Code standard on Six Nations Territory shall be the same as those set out in the National Building Code.

3.2. The Building Inspector may apply more stringent standards than the National Building Code if:

3.2.a. Those standards will increase the structural integrity of buildings and better protect Members and visitors to Six Nations Territory;

3.2.b. Those standards are approved by Six Nations Elected Council; and

3.2.c. Those standards are made publicly available for a period of 120 days before coming into effect.

### 4. Contractors

4.1. All Contractors are responsible for being insured before working on Six Nations Territory.

4.2. All Contractors practicing a Compulsory Trade shall be properly licensed by the Ontario College of Trades before working on Six Nations Territory.

4.3. In order to protect public health, safety, and general welfare as they relate to the construction and occupancy of building; Home and Business Owners are responsible for hiring only licensed contractors to work on the Six Nations Territory

### 5. National Code Standards

5.1. The National Building Codes encompasses a wide range of standards which licensed contractors are fully aware of and must comply with. These standards include:

5.1.a. Compliance

5.1.b. Fire Protection, Occupant Safety and Accessibility

5.1.c. Structural Design

5.1.d. Environmental Separation

5.1.e. Heating, Ventilating, and Air Conditioning

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5.1.f. Plumbing Service

5.1.g. Safety Measures at Construction and Demolition Sites

5.1.h. Housing and Small Buildings

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**Business Standards**

**Community Standards No. 11/2019**

**1. Purpose**

- 1.1. This Community Standard builds into policy a mechanism to protect public health, safety, and general welfare as they relate to businesses located on the Six Nations Territory.

In addition, businesses on Six Nations Territory find success in part due to our collective tax exemption. The use of that exemption and our traditional values creates a responsibility to the community.

**2. Definitions**

- 2.1. Business – The practice of making one’s living by engaging in commerce.
- 2.2. Collective – The state of Six Nations Members acting together with the Good Mind
- 2.3. Donation – A monetary contribution to a community member, program, or service on Six Nations Territory.
- 2.4. In-kind Service – A labour/service contribution to a community member, program, or service on Six Nations Territory.
- 2.5. Six Nations Territory – Means for the sole purpose of this Community Standard, Six Nations of the Grand River Reserve 40 and Glebe Farm Reserve 40B.
- 2.6. Tax Exemption – The condition of Six Nations Members being exemption to the provincial and federal taxes of Ontario and Canada.
- 2.7. Traditional Values – Haudenosaunee Legal Principles

**3. Registration**

- 3.1. Business owners are responsible for registering their business on Six Nations Territory.

**4. Responsibilities of Six Nations Businesses**

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- 4.1. Businesses are responsible for abiding by all Six Nations Community Standards
- 4.2. Businesses are responsible for contributing at least 1 per cent of their annual profit back to the community in the form of a donation or in-kind service somewhere on Six Nations Territory. (Appendix: Business Contribution Form)

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**Community Standards Infractions**

**Community Standards No. 12/2019**

**1. Purpose**

1.1. The Community Standards Infractions identifies the approaches that are to be used to teach us that none are beyond redemption and that change for the better can happen.

This approach treats everybody as a member of the same human family and is designed to handle all matters fairly (without bias). Through mediation and other methods this approach will relieve people so that they can be trusted to stop harming others and themselves so that we can live together peacefully.

**2. Authority**

2.1. This “Infraction” section should be understood and interpreted as applicable to all Six Nations Community Standards.

2.2. Fire and Health have additional conditions due to their immediate impact on the community.

**3. Initial Complaint**

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3.1. If a Six Nations Member sees, hears, believes, has proof of, or is otherwise made aware of a potential infraction of any Six Nations Community Standards/By-Law he or she may file a complaint with Six Nations Justice Department Community Standards Program.

3.2. A complaint process has been created that keeps in mind the Haudenosaunee Legal Principles of; Love, Honesty, Integrity, Sharing, Cooperation, Inner Peace, Compassion, Trustworthiness, Encouragement, Responsibility, Consistency, Respect, and Openness. See Appendix.

**4. Notice of Complaint**

4.1. Community Standard Personnel shall write up a “Notice of Complaint” to be delivered to all involved parties, including information such as who complained, when, about what, and why. The notice may also include solutions.

4.2. Notice of Complaints may be hand delivered by Community Standards Personnel. During a delivery, all involved parties shall adhere strictly to the Haudenosaunee Legal Principles of care and respect and deal in good faith with each other.

## 5. Phase 1: Self-Determined Solutions

- 5.1. After seven (7) days the Community Standards Personnel will reconnect with the involved parties to see if the issue has been resolved.
  - 5.1.a. If it has been resolved, the Notice of Complaint will be archived, and the file closed.
  - 5.1.b. If the Community Standards Personnel finds the matter is an ongoing issue, or another complaint is filed with the Six Nations Justice Department in the seven (7) day period, the matter will be escalated into Phase 2.

## 6. Phase 2: Investigation

- 6.1. The Community Standards Personnel will launch an investigation that concludes with Findings Report.
- 6.2. Community Standards Personnel may enter a premises residence to ensure Six Nations Members and residents are fulfilling their responsibilities to the Community Standard.
- 6.3. The Findings Report will include:
  - 6.3.a. Interviews will all involved parties;
  - 6.3.b. Evidence to show if a Community Standard was violated; and
  - 6.3.c. Options involving mediation and the Restorative Justice Program.

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## 7. Phase 3: Mediation

- 7.1. If parties agree to participate in the Six Nations Restorative Justice Program; a circle will be organized and executed in accordance to the standards of the Six Nations Restorative Justice Program.

*Time to Correct*

- 7.2. Following mediation, the Community Standards Personnel will consult with all parties involved, including Restorative Justice Workers, to determine a reasonable time for the issue to be resolved.

## 8. Phase 4: Warnings

8.1. If after the circle, and the time to correct, the issue remains unresolved, or, if parties refused to participate in the mediation process, the Community Standards/By-Law Personnel will issue the first of three written warnings.

8.2. After seven (7) days the Community Standards Personnel may check with all involved parties to determine whether the original issue or infraction has been resolved.

If the issue remains unresolved, the Community Standards Personnel shall issue a second written warning.

8.3. After seven (7) days, the Community Standards Personnel may check with all involved parties to determine whether the original issue or infraction has been resolved.

8.4. If the issue still remains unresolved, the Community Standards Personnel shall issue a third and final written warning.

## 9. Tribunal

9.1. If after mediation and other methods the issue remains unresolved, a date will be made with the Community Standards Tribunal to determine a plan of action or consequences that may include but are not limited to:

9.1.a. Public notice of the situation and actions of all involved parties

9.1.b. A fine as determined by the Community Standards Tribunal, which if left unpaid, he or she will lose all of their associated rights and benefits as a Citizen and be restricted access to all community services

## 10. Fire Infractions

10.1. This section (12) applies only to Community Standards on Fire Codes.

10.2. Every person is guilty of an offence if he or she:

10.2.a. Hinders, obstructs or interferes with the fire chiefs or firefighters;

10.2.b. Prevents an inspector from entering land or premises;

10.2.c. Refuses to answer questions on matters relevant to the inspection;

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- 10.2.d. Provides the inspector with information on matters relevant to the inspection that the person knows, or ought reasonably to know, to be false or misleading; or
- 10.2.e. Refuses or neglects to obey or carry out the directives of the Fire Chief.

### 11. Restaurant Management and Food Safety Infractions

- 11.1. This section applies only to Community Standard on Restaurants Management and Food Safety.
- 11.2. Six Nations Health Authority is the main contact for information on food safety and inspections. They are able to arrange an inspection of a business location, equipment and processes and make sure your business is complying with the Community Standards.
- 11.3. In the event a person or business is not complying with the Community Standards set forth for Gakwa (Food) Gaiwaedohgoh (Responsibility) the Community Standards Tribunal may find them liable to pay a fine not exceeding \$5,000.00.

### 12. Fines & Infractions Other

- 12.1. In the event a person or business is found guilty of any offence set out in any Community Standard, they may be liable to a fine not exceeding \$5,000.00.

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**Community Standards Tribunal**

**Community Standard No. 13/2019**

**1. Purpose**

- 1.1. The Community Standard Tribunal is responsible for hearing and resolving disputes, complaints, and violations of Community Standards in Six Nations Territory.
- 1.2. This Community Standard sets out the composition and process for the Six Nations Community Standards Tribunal.

**2. Definitions**

- 2.1. Community Standards Tribunal – The duly authorized body by both Elected Council and the Confederacy Council to hear and resolve disputes, complaints, and violations of Community Standards in Six Nations Territory.
- 2.2. Confederacy Council – The traditional governing body of Six Nations Territory comprised of Chiefs appointed by the Clan Mothers.
- 2.3. Elected Council – The democratically elected Chief and Council under the *Indian Act*.
- 2.4. Member – An individual whose name appears on a current Six Nations Band Membership List or Office of the Citizenship Registrar.
- 2.5. Six Nations Territory – Means for the sole purpose of this Community Standard, Six Nations of the Grand River Reserve 40 and Glebe Farm Reserve 40B.

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**3. Composition of the Community Standards Tribunal**

- 3.1. The Community Standards Tribunal will comprise of ten (10) Members, appointed as follows:
  - 3.1.a. Five (5) Members appointed by Six Nations Elected Council; and
  - 3.1.b. Five (5) Members appointed by Six Nations Confederacy Council.
- 3.2. The Community Standards Tribunal will sit as a panel of three (3) Members.
- 3.3. The Panel must have at least one (1) appointee from the Elected Council and at least one (1) appointee from the Confederacy Council.

**4. By-Law Review Panel Process**

**THIS DRAFT IS FOR DISCUSSION PURPOSES ONLY**

4.1. Members of the Community Standards Tribunal will determine the process for hearing and resolving disputes, complaints, and violations of Community Standards in accordance with Haudenosaunee legal principles.

**5. Finality & Standard of Review**

5.1. Decisions of the Community Standards Tribunal are final and there is no right of appeal.

5.2. Should a decision of the Community Standards Tribunal be brought before Federal Court for judicial review, the standard of review shall be reasonableness.

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**THIS DRAFT IS FOR DISCUSSION PURPOSES ONLY**

**Community Standards Forms**

Forms include: Applications, Agreements, Licenses and Flow charts (diagrams)

Forms identified in the document:

Section	Page	Form
Land Protection & Preservation	6	Private Landfill & Junk Yard License
Environment	11	Zoning Application
Residency	16	Residency Application
Trespassing	18	Community Standards Complaint Form
Landlord & Tenant	21	Rental Agreement
Landlord & Tenant	24	Eviction Order
Special Community Events	25	Special Community Event Application
Special Community Events		Denial Letter
Business Standards	38	Business Registration Form
Business Standards	38	Business Contribution Form
Infractions	39	Complaint Process Diagram
Restaurant Management & Food Safety		Inspection Form

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