

## **Eviction Prevention /Arrears Policy**

Recognizing its role in providing safe, secure, affordable housing to the community as well as its responsibilities under the *Ontario Human Rights Code*, the *Residential Tenancies Act* and the *Housing Services Act* Ajax Municipal Housing Corporation (AMHC) will proactively work with its tenants to, where possible, prevent their eviction. AMHC also recognizes the roles that tenants must play in preventing eviction and will invite and encourage their participation in the eviction prevention process. As AMHC receives the bulk of its revenue from the rent that tenants pay, collection and management of rent owed is crucial for the ongoing viability of the Corporation.

### **Purpose and Scope**

#### **PURPOSE:**

The purpose of this policy is to provide staff with a formalized and systematic approach that creates opportunities for tenants to work with staff to retain their tenancies. It also clearly outlines the rent collection process and escalating consequences of rent arrears. This approach will help to identify strategies which will meet the needs of both the tenant(s), community members and AMHC may identify instances where accommodation is required.

#### **SCOPE:**

This policy focuses on rent collection and situations where tenants are at risk of losing their tenancy due to arrears or conduct which is believed to contravene the lease agreement and the *Residential Tenancies Act, 2006*. The service co-ordination approach outlined in the procedures will be implemented in cases where there is no threat to the safety of staff, tenants, or members of the community, or at the discretion of the General Manager.

### **Definitions**

#### **Guest**

A person who has not provided proof of an alternative address and who is staying with a tenant for a limited time. Their income is not included in the calculation of the tenant's rent-g geared-to-income subsidy, if applicable.

#### **LTB**

The Landlord and Tenant Board

#### **Pay Direct**

The system whereby rent payments are paid to the AMHC directly by Ontario Works or the Ontario Disability Support Programs

## Notice of Termination

Notice forms issued by landlords under the *Residential Tenancies Act, 2006*

### Tenant

A person who has signed a lease and who enjoys all of the rights and responsibilities of tenancy. If two or more people have signed the Tenancy Agreement, they are jointly and severally liable for the payment of rent. This means that each person is fully responsible for the payment of rent and any arrears of rent.

### Visitor

A person who visits the tenant, but whose principal address is outside AMHC's portfolio.

## Procedures

### TENANT RESPONSIBILITIES

- Tenants are responsible for meeting their obligations under their signed lease with the non-profit. These obligations are consistent with some or all of the *Residential Tenancies Act, 2006*, the *Housing Services Act 2011*, and the *Ontario Human Rights Code, 1990*, and their Regulations.
- Tenant responsibilities include, but are not limited to:
  - payment of their rent, in full, on or before the first day of the month;
  - reporting changes in household composition and / or income **within 30 days** to ensure accurate and timely calculations of rent and to prevent loss of rental subsidy;
  - conducting themselves in a manner which does not interfere with the reasonable enjoyment of the premises or lawful right by other tenants or the landlord. This responsibility includes ensuring that the conduct of their occupants, guests or visitors, as well as their pets, is similarly not disruptive; and,
  - keeping the residence clean and in a reasonable state of repair; and,
  - reporting all required maintenance and repairs in a timely manner, including any damage caused by the tenant or their occupants, guests or visitors.

### 1.0 AMHC RESPONSIBILITIES

- The non-profit's responsibilities, as they relate to fulfilling tenant responsibilities and supporting successful tenancies, include:
  - providing tenants with clear, complete, timely, and accurate information regarding their subsidy and rent;

- offering a range of payment options, such as cheque, credit card, debit, pre-authorized payment, and pay direct;
  - providing information at all times about resources available in the community which may support a successful tenancy including, but not limited to, rent assistance programs, legal clinics, food banks, and settlement and translation services; and,
  - working with the tenant to identify necessary accommodations under the *Ontario Human Rights Code, 1990*, implemented.
- AMHC will, in accordance with relevant legislation, provide all information in alternative formats, as requested, and will work with the tenant(s) to identify appropriate ways to convey information and requirements in a timely manner.

## **2.0 ARREARS COLLECTION**

- AMHC will review the accounts of all tenants on or around the 5<sup>th</sup> business day of the month to determine which tenants have not paid their rent in full for that month.

### **Tenant Notice Process and Timeline**

- On the 6<sup>th</sup> day of the month, those tenants that have not paid their rent in full will be issued, by mail, an N4 Notice of Non-Payment of Rent. A letter, which includes the following details, will accompany the N4:
  - repercussions of failing to pay rent or enter into a re-payment plan, including the potential for eviction;
  - local resources and supports which may assist the tenant to repay arrears or provide the tenant with money management or legal expertise; and,
  - an invitation to speak with staff about re-payment options and/or to clarify questions or concerns.
- If a tenant does not pay their rent in full within 19 days of the beginning of the month (Required notice per the RTA is 14 days + 5 days for mailing) AMHC will open an L1 Application to terminate the tenancy with the Landlord and Tenant Board. This will result in a hearing with the tenant at the Landlord and Tenant Board.
- At the hearing, AMHC staff will make every effort to mediate a repayment agreement with the tenant so that they can maintain their tenancy.
- If an agreement can be reached, AMHC will monitor the tenant's payments per the agreement until the arrears are paid in full. If a payment on the agreement is missed or not paid in full, AMHC staff will contact the tenant to determine why. A small adjustment to the agreement or additional time may be granted if AMHC believes the tenant is truly committed to catch up the payment. Discussion of available tenant rent resources will be conducted at this time by AMHC.
- If the tenant is not willing to commit to pay or fails to make the agreed to payments, AMHC will file with the Landlord and Tenant Board to seek an eviction of the tenant.

- The non-profit will always make an effort to contact tenant in arrears to assess if there is a willingness to pay arrears prior to filing an Order with the Sheriff's office.
- If the tenant pays their amount in full then the agreement can continue and the tenant will not be evicted.

### **Tenant Eviction**

- If no payments are received then when AMHC receives the Order from the Landlord and Tenant Board, it will be filed with the Sheriff's office and an eviction date will be set.
- If the tenant pays the amount in full prior to the eviction date then AMHC will call off the eviction except where the General Manager determines that it is in the best interest of AMHC to proceed with the eviction of the tenant.

### **Reporting and Collection of Arrears –Past Tenants**

- If a tenant is evicted from their unit, their arrears and any damages associated with their unit will be added up and reported to the Region of Durham's 'DASH' arrears database. Arrears and damage amounts will also be forwarded to Rent Check as per AMHC's agreement.
- If the past tenant was employed, AMHC will file papers with Small Claims Court to Garnishee their income.
- If, after 4 months, AMHC is not able to contact the past tenant to make arrangements to pay the arrears, the collection amount and tenant information will be sent to a third party collection agency (currently Gatestone Collections)
- After a period of 7 years, if the arrears are not collected, by any means, AMHC will write off balances as the budget allowance permits.

## **3.0 EVICTION PREVENTION – CONDUCT/DAMAGE**

- The non-profit will work with tenants whose tenancy has been jeopardized by their conduct, or the conduct of their occupants, guests or visitors, where the safety of other tenants has not been jeopardized, or at the discretion of General Manager. This may include serving an N5 Notice to Terminate a Tenancy Early or negotiation of a *Behavioural Contract*.
- Where the conduct of the tenant(s) and/or their guests or visitors have jeopardized the safety of other tenants, their visitors, guests, staff of the non-profit, or others on-site, or at the discretion of the staff, the non-profit may initiate eviction proceedings immediately against the tenant by issuing the appropriate notice of termination (N6 illegal act, N7 Impairment of Safety).

#### **4.0 RESOURCES AND SERVICES – SERVICE COORDINATION**

- AMHC recognizes that helping tenants to maintain their tenancies may require the support and assistance of staff, community-based partners, and the tenant(s)'s family and peers.
- The goal of service coordination will be to identify, with the assistance of the tenant and other identified stakeholders, longer-term solutions which will lead to lasting improvements in conduct. The necessary interventions will range from simple agreements (e.g. arrears re-payment agreements, rent direct, pre-authorized payments etc.) to more complex interventions.
- Depending on the availability of community-based supports and the tenant(s)' family and peers, staff of the AMHC may be required to take a leadership role and coordinate access to, and delivery of, services, with the tenant(s)' co-operation, particularly in the short-term. Staff will look for others to assume a lead role in coordinating services, where possible and appropriate.
- Service coordination activities will adhere to the procedures in other AMHC policies, as appropriate.
- AMHC will maintain a list of resources available in the community that may assist in preventing evictions and preserving tenancies. The list will include, but not be limited to the following:
  - providers of community- and hospital-based mental health and addictions supports;
  - sources of financial assistance and food banks;
  - settlement and translation services;
  - transitional housing and support service mandated to provide support and housing to those leaving domestic abuse; and,
  - other community-based programs and services which may be of benefit to tenants and their families.

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## Tenant Resources

**John Howard Society** Oshawa – 905-579-8482

**North Durham Homeless Outreach** 1-877-406-8723

**Housing Help Durham** Ajax/Pickering 905-686-2661

**Ontario Works** If you do not have an income you should contact Ontario Works at 1-877-678-6333

**Durham Rent Bank** 905-686-2661

**Durham Emergency Energy Fund** If you having trouble paying your utility bills, contact the Durham Emergency Energy Fund at: 1-866-746-3696

**Community Trust Fund:** 905-686-2661

**Community Start Up Fund:** 1-877-678-6333

**Distress Centre Durham** 1-800-452-0688

**Durham Mental Health Mobile Crisis Team** 1-800-742-1890

### Legal Advice

Durham Community Legal Clinic 905-728-7321 or 1-888-297-2202

### Information Durham

#### Who can help?

Dial 2-1-1 for information:

- Social Services
- Emotional and Mental Health
- Family recreation and social programs
- Parenting and childcare
- Support for senior and vulnerable persons
- Other services in Durham Region such as:
  - The John Howard Society
  - Children's Aid Assistance
  - Community Start Up Money or Rent Money

**It's FREE, confidential and services 150 languages and you can call 24/7**