

Administration	Tenant & Housing Services	Board Approved Date:	21-02-24
Policy	Eviction Prevention	Revision Date:	N/A
Policy No.	20-084	Internally Approved Date:	21-02-12
References	Ontario Human Rights Code, 1990, Ontario Human Rights Commission, Policy on Human Rights and Rental Housing, Residential Tenancies Act, 2006, Housing Services Act, 2011 Accommodation Policy, Privacy and Confidentiality Policy, Tenant Dispute Resolution Policy		
Forms	Sample Repayment Agreement		

1. Policy Statement

Recognizing its role in providing safe, secure, affordable housing to the community and its responsibilities under the Ontario *Human Rights Code*, the *Residential Tenancies Act* and the *Housing Services Act* DRNPHC will proactively work with its tenants to, where possible, prevent their eviction. DRNPHC also recognizes the roles that tenants must play in preventing eviction and will invite and encourage their participation in the eviction prevention process.

2. 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. This approach will help to identify strategies which will meet the needs of both the tenant(s), community members and DRNPHC and may identify instances where accommodation is required.

3. Scope

This policy focuses on 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 designated staff.

4. Definitions

Accommodation

Means the same as the definition in DRNPHC's *Accommodation Policy* and the Ontario *Human Rights Code*.

Designated staff

The staff person or department who has been designated to complete a particular action or requirement.

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-geared-to-income subsidy, if applicable.

LTB

The Landlord and Tenant Board

Pay Direct

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

Notice of Termination

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

Tenant

A person who has signed a lease and who enjoys all of the rights and responsibilities of tenancy.

Occupant

A person who is not a tenant but who lives in the rental unit as their principal residence.

Visitor

A person who visits the tenant, but whose principal address is outside DRNPHC

5. Procedure

a) Tenant responsibilities

Tenants are responsible for meeting their obligations under their signed lease with DRNPHC. 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;
- RGI households to report certain changes in household composition and / or income 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.

b) DRNPHC responsibilities

DRNPHC'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 cash, cheque, 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 in accordance with the non-profit's *Accommodation Policy*.

DRNPHC will, in accordance with its *Accommodation Policy*, 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.

c) Eviction prevention (arrears)

DRNPHC will ensure that all Notices of Termination and Applications with regard to non-payment of rent are served and filed in a timely manner.

DRNPHC will seek to ensure that an LTB Notice to Terminate for Non-payment of Rent (N4) is served on or before the fifth calendar day of each month to all tenants who did not pay their rent on time.

An information insert, 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 an accommodation has been identified, notice will be issued in a format consistent with the accommodation requirements. If the need for accommodation is suspected, designated staff will use their judgment to identify, and implement, an alternate strategy for notifying the tenant. The alternate means of conveying the Notice will be documented in the tenant's file.

If the tenant does not respond to the N4, a 24-hour notice of entry may be served to the unit after the termination date on the N4 notice to determine if the tenant has already vacated. If the tenant still resides in the unit, this will allow a final opportunity to work with the tenant to prevent eviction. If the tenant has vacated, the eviction can proceed in order to obtain a formal order from the Landlord and Tenant Board that will be enforceable for collection, or DRNPHC can determine that the tenant has complied with the N4 (i.e., pay or leave) and take possession of the unit.

If there is no resolution following a unit visit, an application to Terminate (L1) will be filed with the LTB within 25 calendar days of the N4 being served.

Prior to the LTB hearing, DRNPHC will make an effort to contact the tenant in arrears to assess their willingness to repay the arrears or enter into a *repayment agreement* prior to filing an LTB order with the Sheriff's office. At the hearing, designated staff will work with the assigned mediator, where possible, to arrange for a payment plan with the tenant.

If all efforts fail, as soon as the LTB has issued an eviction order, DRNPHC will contact the tenant(s). The goal is to pro-actively engage the tenant(s) to ensure that:

- tenants have a final opportunity to enter into a re-payment agreement or other service coordination response with the DRNPHC in order to retain the tenancy; and,
- to explain the process that will take place and the consequences if the arrears are not repaid shortly or repayment arrangements are not made.

Where a tenant has failed to accept, co-operate with, and/or comply with arrangements for rent (re-)payment, DRNPHC will enforce the LTB order to evict the tenant. Enforcement of an LTB order must be made within six months of the date of the order.

d) Eviction prevention (behaviour/conduct)

DRNPHC 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 designated staff. This may include serving an N5 Notice to Terminate a Tenancy Early or negotiation of a accommodation plan.

Staff will utilize the procedures identified in the *Accommodation Policy*, the *Tenant Dispute Resolution Policy*, and other policies of DRNPHC as appropriate, to resolve the circumstances which have led to the tenancy being placed at risk.

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 DRNPHC, or others on-site, or at the discretion of the staff, DRNPHC may initiate eviction proceedings immediately against the tenant by issuing the appropriate notice of termination (N6 illegal act, N7 Impairment of Safety).

e) Resources and services – service coordination

DRNPHC recognizes that helping tenants to maintain their tenancies may require the support and assistance of staff, community-based partners, and the tenant(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 DRNPHC 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 identified in the *Accommodation Policy*, the *Privacy and Confidentiality Policy*, and other policies of DRNPHC, as appropriate.

DRNPHC 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.

End.