

## **1. Authority**

- 1.1 This Policy is issued under the authority of the Yukon Housing Corporation (YHC) Board of Directors.
- 1.2 *Housing Corporation Act, RSY 2002, c. 114:*
  - 4 (2) Without restricting the generality of subsection (1), the corporation may undertake, carry to completion, or assist in the provision, development, maintenance, and management of housing
    - a) generally;
    - b) for families and individuals;
    - c) for employees of the public service;
    - d) for students;
    - e) for senior citizens; and,
    - f) for families and individuals receiving social allowances or social assistance.

## **2. Application**

- 2.1 This policy applies to all former and current tenants of YHC units rented out under the Rent Geared to Income Housing Program and the Staff Housing Program (the “Programs”).
- 2.2 The terms of this policy shall apply to every YHC tenancy agreement.

## **3. Purpose**

- 3.1 To provide direction to YHC staff tasked with preventing and managing charge backs under the Programs.
- 3.2 To explain how tenant charge backs are determined under the Programs for the purpose of the Rent Geared to Income and Staff Housing Residential Tenancy Agreements. This policy is incorporated by reference into those Residential Tenancy Agreements.

## **4. Principles**

- 4.1 As part of its Rent Geared to Income Housing Program and Staff Housing Program, YHC requires its tenants to live independently and abide by the terms of their tenancy agreement.

- 4.2 All policy and procedures relating to charge backs will ensure the integrity of the Programs is maintained through proactive management and regular collection of charge backs using a fair, open and consistent approach.
- 4.3 The Director, Housing Operations has the discretion to make decisions regarding tenant charge backs management. YHC staff have the discretion to make day-to-day decisions relating to charge backs management as delegated by their Director.
- 4.4 Subject to 4.3, former tenants with charge backs will be allowed to apply for housing under the conditions they are eligible and sign an Agreement to Pay and provided they have not been evicted from Yukon Housing Corporation housing for non-payment of arrears within the previous six months. Applicants and Tenants with an existing Agreement to Pay are not eligible for a second Agreement to Pay unless authorized by the Director, Housing Operations. Non-payment is grounds for eviction.
- 4.5 Yukon Housing Corporation acknowledges that normal wear and tear occurs in a housing unit and is reflective of the tenant's length of occupancy. YHC will not pursue tenant charge backs based on normal wear and tear.
- 4.6 For after hours call outs, a flat fee is in place. This fee will be revised on an annual basis.
- 4.7 All other Tenant Charge backs will be based on actual costs.
- 4.8 Tenants who are found non-compliant will be given a first-offence warning letter reminding them of the terms of the Tenancy Agreement related to tenant charge backs, and a second notification will be sent if the tenant continues to be non-compliant with the Policy, advising them that the third notification will be their eviction notice.
- 4.9 Failure of a tenant to comply with tenant responsibilities outlined in this policy within a reasonable time after YHC provides written notice will result in termination of tenancy.

## 5. Definitions

- 5.1 "Agreement to Pay" means a written payment arrangement between YHC and an individual that details rates and period of repayment for identified tenant charge backs or rental arrears.
- 5.2 "Rental arrears" means non-payment of rent within the timeframe prescribed in the tenancy agreement.
- 5.3 "Tenant Charge Backs" are costs billed by YHC to its current or former tenants that are directly related to the damage of a tenant's unit or other related costs (e.g. unpaid utilities, lock changes, garbage removal, storage fees).
- 5.4 "YHC" means Yukon Housing Corporation.

## **6. Roles and Responsibilities**

- 6.1. Tenants are responsible for:
  - 6.1.1 Understanding and abiding by the terms of their tenancy agreement.
  - 6.1.2 Paying charge backs in lump sums or according to their Agreement to Pay.
  - 6.1.3 Promptly advising Housing Operations branch staff of changes to their financial situation, particularly changes that may impact their ability to pay charge backs currently being recovered through an Agreement to Pay.
- 6.2 Yukon Housing Corporation is responsible for:
  - 6.2.1 Overseeing the implementation of the Tenant Charge Backs policy and procedures.
  - 6.2.2 Exercising discretion on how the policy and procedures are implemented including determinations about circumstances beyond a tenant's control that have significantly contributed to accumulation of rental arrears and/or tenant charge backs.
  - 6.2.3 Delegating authority to staff for matters under jurisdiction of the policy and procedures.

6.2.4 Providing fair and equitable services through: 1) considering client files on an individual basis, 2) utilizing a flexible approach of prevention, early intervention and active management, 3) balancing consideration for tenant needs with fiscal responsibility, and 4) using tenancy termination for charge backs only as a last resort.

6.2.5 Tracking the payment of charge backs and reporting uncollectable charge backs to the YHC Board.

6.2.6 Engaging in reasonable efforts to support and retain tenants and collect tenant charge backs owing.

6.2.7 Developing, approving and monitoring Agreements to Pay.

6.3 YHC Board of Directors is responsible for making decisions regarding uncollectable charge backs owing.

## 7. Policy Review

This policy will be reviewed as required after implementation to ensure its effectiveness and compliance, as well as its alignment with Yukon government legislation.

YHC APPROVAL	Effective Date: February 1, 2018	Version: 4
	Sections Amended: S. 1 (January 15, 2016), S. 3 (June 30, 2016), S. 4 (December, 2017)	
	Chair, YHC Board of Directors Approval: <a href="#">(original signed)</a>	YHC President Approval: <a href="#">(original signed)</a>