

**RAINY RIVER FIRST NATIONS  
HOUSING ARREARS MANAGEMENT  
PROCEDURES**

**July 17<sup>th</sup>, 2008**

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**TABLE OF COMPLETION  
AND REVISIONS**

Chief and Council

	DATE	MOTION #
REVIEWED		
ACCEPTED		
REVISED		

Housing Committee

	DATE	Consensus
COMPILED		
ACCEPTED		
REVISED		

## INTRODUCTION

*These Housing Arrears Management Procedures were developed to provide a consistent administrative approach to pursuing the timely collection of rent payments past their due date.*

*These procedures were designed to take into account individual, financial and social factors to assist tenants with the payment of arrears while providing a fair policy to all tenants and to the residents of Rainy River First Nations.*

1.

**APPLICATION OF  
THESE PROCEDURES**

- a. These procedures applies to the following situation:
  - i. Residential tenants of Rainy River First Nations that have a written tenant agreement;
  - ii. Occupy accommodations/premises designated as rental space with Rainy River First Nations;
  - iii. Owes money for previous rental, water bills, sewer bills, Utility payments, etc; and,
  - iv. Renovations Loans.

2.

**OBLIGATIONS OF TENANT  
AND LANDLORD**

- a. It is the legal and contractual obligation of the tenant to make payment of rent on the first day of every month.
- b. It is the legal and contractual obligation of the Rainy River First Nations Band Council to receive rent payment, to record the transaction and to issue a receipt of payment to tenants.
- c. The Ontario *Tenant Protection Act* (formerly known as *Landlord & Tenant Act*) does not apply to tenancies on Rainy River First Nations because it is inconsistent with the federal *Indian Act* system of landholding.

3.

### NOTIFICATION

- a. Whenever rent is more than **fourteen** (14) calendar days past due, the Housing Coordinator shall make an effort to contact the tenant by telephone and, if unsuccessful, by Letter A. If contact is made by phone, it will be logged to the rental file.
- b. In the event that the Housing Coordinator is unable to contact the tenant or the tenant appears to have ignored the first contact and/or rent remains unpaid after the payment is an **additional fourteen** (14) calendar days past due (**28 Calendar Days**), the Housing Coordinator shall send Letter B requesting payment of rental arrears and attempt to arrange a meeting. (To Be Registered Letter) COPY TO HOUSING COMMITTEE AND CHIEF & COUNCIL.
- c. Allowances for exceptional circumstances (such as sickness or loss of immediate family) may be allowed on a case by case basis, and reported to the Housing Committee.
- d. An “Arrears recovery agreement” (Attached) can be developed to cover for exceptional circumstances, or to recover payments that have been missed by the tenant.
- e. After forty-three (43) calendar days, in the event that the tenant does not respond, or does not honour the Arrears Recovery Agreement, the Housing Coordinator shall issue a Notice of Eviction and Demand for Rental Arrears to be sent to the tenant by delivered certified mail (Canada Post Acknowledgement put on file) or personally delivered by the Housing Coordinator to the tenant or any occupant of the premises who is apparently aged

sixteen years or more. The Notice shall specify a date for the tenant to be out which is immediate from the date of delivery or mailing (not counting the date mailed/served; but, counting the date of eviction). Any such letters will be discussed at the next meeting of both Chief & Council and the Housing Committee.

- f. In the event that the tenant fails to remove their personal possessions upon vacating the premises the tenant's possessions will be removed and stored for 30 days at a cost of \$ 200.00. Rainy River First Nations accepts no liability for any damage to the tenant's possessions. After 30 days, the property will be disposed of at the cost of the tenant.
  
- g. In the event that the tenant willfully resists giving up possession of the premises, Rainy River First Nations may proceed to obtain an Ontario Court of Justice General Division Writ of Possession and have it enforced by the Sheriff of the District of Rainy River, with the assistance of Treaty Three police officers, and supports, if necessary, to keep the public peace.
  
- h. In the absence of any reasons to the contrary, Rainy River First Nations will pursue collection of unpaid rent against tenants and former tenants. Such collections will include, where applicable, legal/professional costs associated with the eviction, storage and disposal costs and any unreasonable damage to the house. An interest rate of 6% compounded annually will be applied to outstanding accounts. The pursuit will include but not be limited to: Court Actions (Guaranshee), Credit Bureau reporting, and any or all means necessary to collect arrears.

4.

### **Default Procedures**

The following Default Procedures will be reviewed with each Tenant when signing a rental agreement for a new home/rental home.

Notice of default will begin for the tenant immediately after one payment has been missed. The following procedures will apply.

1. On the 4<sup>th</sup> day after the first of the month, a reminder will be sent or a call to the tenant reminding the tenant that payments are due on the first of the month.
2. A first notice will be sent to the tenant, after 15 days, notifying them that they are now in default of their loan agreement and must provide payment immediately. The tenant will have the opportunity at this time to make an appointment with the Housing Coordinator to discuss a payment schedule the will bring the payments up to date.
3. If after 30 days, no payment has been received, a second notice will be sent immediately after the second payment date has been missed. This notice will include a date for an interview meeting with the Housing Coordinator to discuss a payment schedule the will bring the payment up to date.
4. If after 30 days from the second notice, no payment or no agreement has been made, a third notice by Registered Mail, will be sent immediately after the third payment date has been missed or payment has been missed according to the second agreement. This notice will advise the tenant that a foreclosure process will begin, if payment in full is not received or a payment agreement is not signed with the First Nations within 30 days.
5. If after 30 days, of the registered mail notice, and payment is not



received in full or an agreement has not been made, the Chief and Council will be advised of the foreclosure and this process will begin immediately.

*Proper documents should be signed and agree to by Chief and Council as to how the foreclosure procedure will occur and who will handle the foreclosure process.*

5.

### **REPORTS**

- a. The Housing Coordinator of Rainy River First Nations shall provide the Manager of Administration (MOA), Finance Officer and Rainy River First Nations Band Council, and Housing Committee with a monthly report of rental arrears containing the following information:
  - i. name of tenant
  - ii. date when rent was last paid
  - iii. amount of rent last paid
  - iv. monthly rent obligation
  - v. number of months in arrears
  - vi. total arrears owing
  - vii. comments and recommendations of Housing Coordinator, if any.

6.

### **DENIED SERVICES**

Until a working Re-payment plan is mutually developed and accepted, any housing related services will be denied until proof has been established that the **repayment plan is working**. The Amounts and time frames are:

- |                           |               |
|---------------------------|---------------|
| a. Less than \$ 1000      | N/A;          |
| b. Between \$1000-2000    | 6 months;     |
| c. Between \$ 2000-5000   | 9 months;     |
| d. Between \$ 5001-15,000 | 18 months;    |
| e. Over \$ 15,001         | Total repaid. |

7. **PERSISTENTLY LATE PAYMENTS**

- a. If rental payments are persistently late, the Housing Coordinator will, by special report to the housing committee, inform the committee that the tenant has a problem with prompt payment. The Housing Coordinator will advise the Housing Committee and Chief and Council, with a recommendation along with, other options and actions that can be taken with these tenant(s).

8. **AMENDMENTS**

- a. This policy is subject to annual review and amendment. Amendments will be duly carried and recorded by the Housing Committee and presented to Rainy River First Nations Band Council for review and acceptance.

9. **ACCEPTANCE**

- a. Duly accepted by a quorum of Rainy River First Nations Band Council  
on\_\_\_\_\_
- b. Revisions accepted by a quorum of Rainy River First Nations Band Council  
on\_\_\_\_\_

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Chief James Leonard II