

**Hastings County Community and Human Services
Housing Services
Administrative Policies and Procedures**

SUBJECT : Tenant Chargeback Policy		
APPROVED BY : County Council		
POLICY #: L.H.C. 10		
ORIGINAL ISSUED	SUPERCEDES	CURRENT VERSION
May, 2007	November 2012	November 2016

PURPOSE

To determine when a Tenant will be charged a “Tenant chargeback” for necessary repairs to a unit directly managed by the Hastings Local Housing Corporation.

SCOPE

The policy applies to the units directly managed by the Hastings Local Housing Corporation.

DEFINITIONS

A “Tenant chargeback” is a dollar amount charged to the Tenant for the cost to restore the leased premises to the condition they were in at the time the Tenant moved into the premises.

The Tenant shall be responsible for the repair of any damage to the unit beyond normal wear and tear, caused by willful or negligent conduct of the Tenant or other occupants of the Leased premises, or persons who are permitted in the Residential Complex by the Tenant, during the course of tenancy.

Alterations /Decorations: If the Tenant makes any alterations, without the written approval of the Landlord, the Landlord may do all the work necessary to restore the Leased Premises to the condition they were in before the alteration had been made by the Tenant and **the Landlord may charge the Tenant the entire cost of the restorations.**

Other Charges:

Waste removal – the Landlord may dispose of any property found in or about the Leased Premises and **the Tenant shall pay the Landlord all costs** (plus tax) incurred by the Landlord to store, remove and dispose of any property.

Pest Control – **the Tenant shall be responsible for payment to the Landlord any cost** (plus tax) incurred by the Landlord to repair or correct any damages or infestations caused to the interior and/or exterior of the premises by any pet. (Cost to eliminate bed bugs exempted)

Key Replacement – should the Tenant request a lock change during the tenancy the Tenant will be responsible to pay the cost plus tax as per the attached schedule. This charge is not to be pro-rated over the life of the tenancy.

Legal Fees and Bank Charges – Legal fees are charged in full to the Tenant for each occurrence and not pro-rated over the life of the tenancy. The charge for NSF cheques is \$25.00 and is not pro-rated over the life of the tenancy but charged \$25.00 for each occurrence.

The dollar amount charged is determined by the hours of labour and cost of materials plus taxes, required to repair/restore the unit.

THE PROCESS

- The Property Supervisor will conduct a Move-in Inspection with the Tenant at the time of move-in. The inspection will be recorded on the appropriate inspection form and signed by the Tenant at the time of move-in. This will give a base point regarding the condition of the unit.
- If it is determined that repairs are needed at any point thereafter– either because the Tenant requested repairs or the repairs were noted by Housing staff
- Housing staff will determine if the repairs were likely the result of willful or negligent conduct by the Tenant or the guest(s) of the Tenant, OR if the repairs are the result of alterations or decorations, OR the result of normal wear and tear.
- Upon completion of the repair, the “Tenant Chargeback” cost will be determined by the following process:
Is the cost the result of Alterations/Decorations? If “yes” then the entire cost to restore the premises will be charged to the Tenant.
If “no”;
The total cost of the repair will be pro-rated over the length of the Tenancy to a maximum of “useful Life of the Work Done” as stated in the Residential Tenancy Act. Consideration will be given to the condition of the item at the time of the move-in inspection.

EXAMPLE:

Interior Doors

- In good shape at time of move-in – no evidence of patching or previous damage
- Doors are completely damaged and must be replaced as determined during annual inspection
- The cost to replace the doors (per attached schedule based on average contractor prices from previous years) \$300 each (includes the door, the hardware and the labour and the tax)
- The Tenant has been in the unit for 10 years, the Useful Life is 20 years.
- \$300 divided by 20 and times by 10 years.
- The Tenant would pay \$150 for each door.

REQUIREMENT

Tenants are required to keep their unit clean and safe and are responsible to report any maintenance issues. However, any maintenance issues resulting from negligence or deliberate acts may result in the tenant being charged for all costs related to the repairs.

These charges are subject to a Harmonized Sales Tax (HST)

RESPONSIBILITY

It is the responsibility of the Tenant to keep the unit in the same condition as it was at the time of move in. Failure to do so may result in the Tenant being charged for any repairs deemed necessary outside of normal wear and tear during tenancy.

REFERENCES

Residential Tenancies Act, 2006
Hastings Local Housing Corporation Lease
Hastings Local Housing Corporation Alterations Policy
Hastings Local Housing Corporation Pet Policy

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Tenant Chargeback Policy

Schedule A

Work done or items purchased	Cost per Tender	Useful Life In Years
Fences: wood	15	
Landscaping: sodding	10	
Doors: interior – wood	20	
exterior – metal	20	
Windows: wood framing		15
Finishes: carpets – ensuite		10
vinyl tile		10
Drywall Board: repairs	5	
replacement		20
Painting: interior – ensuite		10
Mailboxes:		15
Lock Change		
Key replacement		
Pest Control		
NSF cheques		
Legal Fees		

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