

Housing Corporation Act R.S.P.E.I. 1993 Cap. H-11.1	Program	Seniors Housing
	Subject	Rent Supplement
Effective Date: July 23, 2013		Authorized by:
Revised Date:		Deputy Minister, Carol Anne Duffy

## 1.0 PURPOSE

- 1.1 Rent Supplements are an alternative method of providing low income housing by using private housing stock.

## 2.0 DEFINITIONS

- 2.1 **Approved Applicant:** a senior who has applied to the Seniors Housing Program and has been approved for Seniors Housing.
- 2.2 **Core Housing Need:** households which are unable to afford shelter that meets adequacy, affordability and/ or suitability norms with available housing options. This includes persons living in crowded/ inadequate dwellings and/or persons required to spend 30% or more of gross income for shelter.
- 2.3 **Housing Services:** the department of Government which is responsible for the administration and delivery of housing for individuals or families of low income as required by the *Housing Corporation Act*.
- 2.4 **Landlord:** a lessor as defined by the *Rental of Residential Property Act*.
- 2.5 **Rent Supplement:** amount which is the difference between the tenant's rent and the rent agreed to by Housing Services and the landlord. A rent supplement provides low income seniors with assistance to access specific private market housing, as identified under 3.6, for safe and affordable accommodations in geographical areas of greatest need.
- 2.6 **Tenant:** a lessee as defined by the *Rental of Residential Property Act*.

## 3.0 POLICY STATEMENT

- 3.1 Housing Services enters into a lease agreement with the landlord and pays the agreed upon monthly rent directly to the landlord. In turn, Housing Services sublets the units to approved applicants selected from the Seniors Housing waiting list. Tenants are charged

rent, payable to Housing Services, on the basis of the Seniors Housing rent policy.

3.2 Applicants who wish to be considered for a rent supplement must apply to the Seniors Housing Program and be approved for Seniors Housing. Applicants for a rent supplement will be assessed for eligibility using the same criteria and procedures that are used for all other applications to Seniors Housing and include the following:

- Income
- Housing costs
- Housing situation
- Applicant responsibility
- Age - applicant must be 60 years of age or older, a couple in which one spouse is 60 years of age or older, or 55 years of age with a disability.

### **Tenant Selection**

3.3 Applicants will be required to complete an Income and Rent Determination Form and upon completion of eligibility assessment by Housing Services, the approved applicant with the highest priority score will be offered the next available rent supplement.

3.4 Persons with disabilities will be prioritized for accessible units.

3.5 Tenants who are presently living in a Seniors Housing unit are not eligible for a rent supplement unit unless the existing unit no longer meets the tenant's health needs.

### **Unit Designation**

3.6 Rent supplement units are in the following locations:

Charlottetown:

Charlotte Court	300 North River Road
Bella Place	315 University Avenue
The Christie	23 Elena Court
BPC Holdings	230 King Street

Summerside:

Rose Hill Place	375 Pope Avenue
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O'Leary

13 Stewart Street

3.7 If a tenant moves to another rental unit, the rent supplement is not transferrable unless approved by Housing Services.

### **Rent Calculation**

3.8 The lease rent for tenants occupying designated rent supplement units is calculated in accordance with section 3.1.

- 3.9 The monthly rent will be adjusted when it includes items not eligible for rent supplement such as electricity, cable television or in some instances, hot water.
- 3.10 The household income of tenants will be reviewed annually, or more often if deemed necessary, and the rent supplement adjusted for any change in income. Changes to the supplement must be greater than \$10 to be effective.
- 3.11 Tenants receiving a rent supplement must notify Housing Services within 30 days of any significant change to household annual income (increase or decrease) and/or family composition.
- 3.12 Where a tenant fails to report changes to household income or family composition within 30 days which results in a tenant owing money to Housing Services, a repayment agreement will be made. The tenant will continue to receive a rent supplement pursuant to compliance with the rent payment agreement.

### **Lease Agreement**

- 3.13 In order to ensure the unit is suitable, tenants shall be given the opportunity to tour the unit with the landlord before signing a sublease agreement with Housing Services. The sublease agreement between Housing Services and the tenant is the standard Seniors Housing lease.
- 3.14 A Move-In Inspection Report will be completed by the landlord, tenant and Housing Services.

### **Agreements with Landlords**

- 3.15 Other than payment of the rent by Housing Services, the standard landlord-tenant relationship will exist:
- The landlord is expected to keep the premises in a regular state of repair and upkeep, i.e. the property should undergo a regular cycle of maintenance and be in compliance with industry health and safety standards.
  - Tenants are expected to exhibit the good behavior that is regularly expected of rental unit occupants, i.e. ordinary cleanliness of the unit's interior and a manner of conduct that does not interfere with the quiet enjoyment of other renters.
  - Housing Services will establish a lease agreement with the landlord.

### **Termination of Agreements**

- 3.16 Eviction of a tenant is a serious matter and will only be considered when all other options have been exhausted. However, if a tenant exhibits behavior that the landlord deems serious or repetitive enough for eviction, the landlord may terminate the lease agreement.
- 3.17 When issues arise which may lead to eviction, the landlord shall contact Housing Services to advise of the situation. Housing Services will contact the tenant and advise that the behavior may affect occupancy.

## Tenant Absences

- 3.18 Tenants are eligible for a rent supplement only when the tenant is residing in the assigned unit. If a tenant leaves the rental unit for more than 30 days, notification must be made to Housing Services. In special circumstances, i.e., a medical emergency, the rent supplement may be continued up to a maximum of 60 days for extended absences.
- 3.19 Tenants are not permitted to sub-let rent supplement units.
- 3.20 Tenants who leave a rent supplement unit will not be eligible to re-apply until one year after their departure unless the reason for leaving is deemed valid by Housing Services.

## Tenant Damages

- 3.21 Housing Services will not pay damage deposits on rent supplement units.
- 3.22 Excepting normal wear and tear, Housing Services is responsible for any damage to a unit caused by a tenant up to a maximum amount equal to one month's rent for that unit. Housing Services will cover the cost of any repairs caused by tenant neglect or abuse and will endeavor to recover the costs from the tenant.
- 3.23 Housing Services will not pay for any damages where the landlord should have been insured against the loss. When Housing Services is requested to pay for a repair, the landlord must contact Housing Services before any work is started. Housing Services will inspect the unit, reference the Move-In Inspection Report and discuss the cost of proposed repairs with the landlord.
- 3.23 Reasonable costs may be less than the full amount, depending on the life expectancy of the item, and may include:
- **Painting:** If repainting is required, Housing Services will only pay a prorated portion based on the landlord's painting cycle. For example, if the unit requires painting in the third year of a four year cycle, Housing Services will pay only 25% of the cost.
  - **Hardwood Floors:** prorated on an eight-year cycle.
  - **Countertops/Carpets:** prorated on a ten-year cycle.
  - **Appliances:** prorated on a ten-year cycle.
- 3.24 The landlord may decide whether to allow pets and what kind of pets are permissible in a designated unit. However, Housing Services will not be responsible for any damages caused by a tenant's pet.

#### **4.0 PROCEDURE STATEMENT**

*(For internal use only)*

##### **Documentation**

4.1 Client File shall include;

- Tenant Sub-Lease Agreement
- Move-in Inspection Form
- All documents pertaining to the application process

#### **5.0 REFERENCES**

*Rental of Residential Property Act, R.S.P.E.I 1988, Ch R-13.1.*