

Management Directive No.:	MD20
Management Directive Name:	Tenant Charges
Date Approved by CEO or Designated Person:	April 2008
Date revision approved by CEO or Designated Person:	March 6, 2013 December 5, 2018
Related SOP, Management Directive, Board Policy, Forms	

Policy Statement and Rationale

The Kawartha Lakes-Haliburton Housing Corporation (KLH Housing Corp.) is committed to fiscal responsibility and accountability. This means that we will plan, budget and manage our finances responsibly, and use all resources effectively.

The purpose of this policy is to define what charges are the responsibility of the tenant.

Scope

The Landlord and Tenant Board notes in its publication ‘Maintenance and Repairs’, that a Tenant is responsible for the repair of any damage to the rental property caused by the tenant, their guests or another person living in the rental units. This includes damage in the tenant’s unit as well as in any ‘common area’ such as a hallway, elevator, stairway, driveway, or parking area. It does not matter whether the damage was done on purpose or by not being careful enough – the tenant is responsible.

According to Section 3:01 of the KLH Housing Corp. lease, the Tenant agrees to pay KLH Housing Corp. the cost of any repairs for any damage to the Unit, appliances, fixtures and/or the Building, caused by any act or neglect by the Tenant, Tenant’s guests and/or the Tenant’s pets, except normal wear and tear.

Charges

1. A tenant charge may be levied against a tenant who does not restore the walls to their original state. Indications of possible tenant charges may include:
 - Additional primer
 - 2nd coat of paint
 - removal of wallpaper or wallpaper border

- removal of glue or marks left from wallpaper or wallpaper border
- colored walls that will not cover with one coat of paint
- crayon or marker removal
- murals
- grease or grime build up
- mirror or cork walls
- nicotine

Charges are at the sole discretion of KLH Housing Corp..

2. If a tenant makes any make-shift alterations in a basement, these structures must be removed prior to the tenant relocating or vacating. In the event that they are not removed, a charge will be levied. If any enhancements are made which are well-constructed and add value to the unit (i.e. recreation room) they may be left if approved by the Program Supervisor-KLH. These enhancements will become the property of KLH Housing Corp.. Tenants will be advised at the pre move out inspection if any basement additions need to be removed.
3. Tenant charges will be applied if staff is required to remove the Tenant's carpeting from the unit.
4. If a tenant causes a flood which in turn damages any unit, the tenant causing the damage will be charged for the cost of both the clean up and the repairs needed.
5. Tenants are not allowed to repair vehicles or change oil in any parking lot or property owned by KLH Housing Corp. Parking on lawns is not allowed. Repairing damage to driveways, parking lots, lawns and outside areas will be charged to the tenant causing the damage.
6. Tenants are not allowed to leave unlicensed vehicles or vehicles in derelict condition in any areas belonging to KLH Housing Corp.. Charges for towing will be levied against the tenant.
7. Tenants are not allowed to deliberately cause damage to any property of KLH Housing Corp. Normal wear and tear is acceptable. Upon inspection any costs to repair damages will be levied against the tenant. This may include but is not limited to door replacements, drywall damage, missing or torn screens, broken windows and screens.
8. Tenants will be charged for any removal of waste, old furniture, or any items that accumulate in or around the unit. This applies to both current tenants and tenants who vacate and leave items.

9. If a tenant calls the after hours telephone number for a non-emergency, a charge for the cost of the call out will be levied.
10. A tenant charge will be applicable if a tenant calls the emergency after hours number for assistance pertaining to their personal or medical issues.
11. A tenant charge may be applicable for any damage to the unit as a result of a break in or access by Emergency Response.
12. A list of Tenant Charges is attached as 'Tenant Charges-Appendix A' and will be updated from time to time. Tenants will be charged in accordance with the latest version.

Revision History:

Proposed Date of Review: December 2020

Revision	Date	Description of changes	Requested By
v1	April 2008	Initial Release	
v2	March 6, 2013		
v3	Dec 2018	New template format	CEO