



Okanagan Indian Band Collection Policy

Approved by Band Council Resolution:
January 24, 2012

Okanagan Indian Band
**Operations, Lands &
Housing**
12420 Westside Road
Vernon, BC V1H 2A2

Phone: 250-542-3444
Fax: 250-542-0541
Web: www.okib.ca



**OKANAGAN INDIAN BAND
BAND COUNCIL RESOLUTION**

Chronological No.

File Reference No.

THE COUNCIL OF THE **OKANAGAN INDIAN BAND
CENTRAL DISTRICT
BRITISH COLUMBIA REGION
OKANAGAN I.R. #1 - VERNON, B.C.**

ON THE 24th DAY OF THE 1st MONTH 2012

HEREBY RESOLVES:

Whereas the Okanagan Indian Band Collection Policy was developed and approved by Chief and Council in 2000 and is in need of a review; and

Whereas the Housing Committee and Operations, Lands and Housing staff conducted a review and presented the new Collection Policy 2012 to Chief and Council; and

Whereas the Okanagan Indian Band Chief and Council and the Housing Committee will no longer intervene on collection matters; and

Chief and Council hereby directs the Operations, Lands and Housing staff to implement the new Collection Policy 2012. The policy will take effect as of January 24th, 2012. All Band Members will be issued a copy of the policy in its entirety accompanied by all appendices and related documents.

*A quorum for this Band
Consists of 5 Council
Members.*

Chief Byron Louis

Councillor – Homer Alexis

Councillor – Mollie Bono

Councillor – Lyle Brewer

Councillor – Bill Cohen

Councillor – Allan Louis

Councillor – Coola Louis

Councillor – Diane Louis

Councillor – Raymond Marchand

Councillor – Leland Wilson

Councillor – William R. Wilson

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1.0 Introduction

The intention of the following policy is to provide Band housing collection procedures that will be applied to all accounts in a fair, equitable manner. The collection policy is designed to take into account factors to assist tenants with the payment of arrears while providing a fair policy to all tenants and to the residents of the Okanagan Indian Band. The collection policy will also ensure the financial obligations are met for the Okanagan Indian Band.

These procedures apply to residential tenants with a written tenant agreement and occupy premises designated as rental space and/or owes money for previous rental units.

It is the contractual obligation of the tenant to make payment of rent on or before the first day of every month. It is the tenant's responsibility to advise the Housing Department of any change in their circumstances. It is the responsibility of the Housing Department to enforce this policy consistently and to be flexible in the approaches used to maintain accounts up to date.

It is the intention of the Band that eviction be used as a last resort. The Band would prefer that a repayment agreement be created that will enable tenants to bring their account current, consistent with their ability to pay and ensure the financial obligations are met for the Okanagan Indian Band.

However, the policy recognizes that in certain circumstances eviction will be the only alternative left to the Band. The intention of the eviction procedure is to allow the tenant every opportunity to bring his or her account current and provide a system of checks and balances that will ensure all tenants are dealt with consistently.

2.0 Department Responsibility

It is the responsibility of the Housing Department to recommend to the Council amendments to this policy and the Council, at its discretion, will review this policy once a year.

2.1 Band Council Resolution

A Band Council Resolution made at any duly convened meeting of the Band Council may change this Policy. The motion to change the policy must be carried by a majority of the whole Council.

2.2 Rent, Interest and Statements

2.2.1 Due Dates

All rents are due and payable on or before the first day of every month, irrespective of whether or not a statement is received by the tenant. The tenant cannot withhold rent if there is a maintenance issue. The tenant must pay the rent in trust to the Band's lawyer if this is the case.



2.2.2 Lease Anniversary Date

- a) Adjustment Date
All rents will be annually adjusted in accordance with the tenant's lease anniversary date and the standards set by CMHC from time to time.

- b) Income Verification (Sec. 56.1, Phase 11 Social Housing)
All tenants are required to provide income verification to establish a rental rate less than the Lower End Market rates set by CMHC. Failure of the tenant to provide income verification when requested by the department will result in a rental rate set to the Lower End Market. The Lower End Market rent is the maximum rent set by CMHC to be paid by the tenants not in need of financial assistance. Tenants in need of financial assistance, rent is calculated to 25% of total household income.

2.2.3 Waiver of Rights

- a) Rental Adjustments
As there is an obligation on the tenant's part to bring any errors or omissions to the Housing Department, rent waiver will only be allowed for the preceding three (3) calendar months from the current month. Any further adjustments will require the approval of the Director of Operations, Lands and Housing.

- b) Conformance to CMHC Standards
To conform to CMHC standards, the Director of Operations, Lands and Housing has the authority to increase or decrease rental amount past the dates established in Section 2.2.3 a).

2.3 Interest Charges on Overdue Balances

2.3.1 Interest Rate Charged

- a) Base Rate
The base rate of interest charged will be the rate identified by the Residential Tenancy Branch.

2.3.2 Interest Calculation Date

Interest shall be calculated on the last calendar date of each month and be based on the total outstanding balance as of that date

2.3.3 Interest Compounding

Interest shall be compounded on all overdue balances monthly.

2.3.4 Waiver of Interest Charges

No interest charges will be waived under any circumstance.



3.0 Statements

3.1 Statement Issuance Date

The Finance Department, by the seventh business day of every month, will generate statements.

3.2 Statement Composition

Statements will be composed of the following:

1. The statement will be dated for the 1st of the current calendar month;
2. Previous outstanding balance (if any);
3. Previous month's interest charges (if any);
4. Previous month's rental charges;
5. Previous month's payments;
6. Current month's rental charges;
7. Total Balance due;
8. Aged to 30, 60, 90 days.

3.3 Accuracy

If any conflict between the tenant statement balance and the internal department records, the accounting records held at the Finance Department will take precedent.

4.0 Collections

4.1 First Follow-up

4.1.1 Written Repayment Arrangements

a) Tenant Contact

The Housing Officer will contact all overdue tenants by the fifth of every calendar month, unless there is a prior arrangement in place.

b) Payment Extension

Written repayment arrangements cannot extend past the 15th of the following month. These arrangements must include paying the current month's rent, plus the following month's rent (if applicable). Written arrangements will not be extended beyond this time frame.

4.1.2 Written Repayment Plan

a) Payment Extension

A signed Repayment Plan (see Appendix A) must be in place for any arrangement extending past 45 calendar days.



b) Non-Negotiable repayment terms are as follows:

- Less than \$2,000 6 months
- Between \$2,000-\$5,000 9 months
- Between \$5,001-\$15,000 18 months
- Over \$ 15,001 Total repaid

NOTE: The Okanagan Indian Band will accept cash, debit, certified cheque or money order only for payment of outstanding housing arrears. No offers to trade services or items of equal value for outstanding housing arrears will be considered.

4.1.3 Deviation from Collection Procedure

Any deviation from the procedures contained in this collection policy will require the approval of the Director of Operations, Lands and Housing.

5.0 Eviction

5.1 Notice of Eviction

a) Department Letter

When a tenant refuses to maintain his/her account current, or fails to keep their repayment agreement, the Housing Officer will have the authority to issue a Notice of Eviction (See Appendix B). The Housing Officer will immediately submit the file to the Director of Operations, Lands and Housing for signing. If the tenant pays their account in full within the time allotted, the eviction will be cancelled.

b) Notice Period

The tenant will be given 10 days notice to pay their account in full.

c) Delivery

The Notice of Eviction will require proof of delivery, either by double registered mail or delivery in person with a witness.

5.2 Director of Operations, Lands and Housing Approval

The Director of Operations, Lands and Housing will review the tenant's file and will direct the Housing Officer to approve a modified repayment schedule, or whatever action the Director of Operations, Lands and Housing thinks is necessary, or approve the eviction.

5.3 Director of Operations, Lands and Housing Letter

The Housing Officer will draft a letter to the tenant as outlined in Appendix C. If the tenant pays their account in full within the time allotted, the eviction will be cancelled.

5.4 Communications to Chief and Council

The Housing Officer will prepare monthly reports for the Director of Operations, Lands and Housing to report to Chief and Council on what actions are being taken and general update on all accounts.



5.5 Removal of Personal Possessions

In the event that the tenant fails to remove their personal possessions upon vacating the premises, the Band will appoint a third party moving company to pack, move and store the items for 30 days at a cost of \$500.00. The Okanagan Indian Band accepts no liability for any damage to the property. After 30 days, the property will be sold or disposed of at the cost to the tenant. This cost will be added to the tenant's housing account, which they are still responsible to pay and as such the Housing Officer will continue pursuing collection of this debt.

5.6 Removal of Tenant

In the event that the tenant willfully resists giving up possession of the premises, the Sherriff's Office will be called to assist in the removal of the tenant from the property.

5.7 Tenant Rights

a) Right to Appear

The tenant facing eviction will have the right to request a meeting convened in Section 5.2.

b) Written Submissions

The tenant will be required to make a written submission that the tenant will present at this meeting. The Housing Officer will notify the tenant when to appear.



APPENDIX A

Date

Tenant Name
Mailing address
City, BC, Postal Code

Dear Tenant Name:

Re: NOTICE OF RENTAL ARREARS

You are in breach of your lease agreement (or repayment agreement). As per the Collection Policy, Section 4.1.2, you are hereby being given formal notice that as of *Date*, you have outstanding arrears in the amount of \$0.00 on (refer to lease & property description).

By failing to meet the terms of your lease agreement, you have placed the Band in the position of financing your debt. Therefore, you have until *Date* to schedule an appointment to bring your account up to date. Failure to do so will force the Band to begin immediate eviction proceedings.

No further notices will be given to you in this matter. You may call my office to schedule an appointment at 250-542-3444, extension 408.

Sincerely,
Okanagan Indian Band

Carla Hunt
Housing Officer

cc Director of Operations, Lands and Housing

Attachment



Collection Repayment Agreement

This Agreement made this ____ day of _____, at the City of Vernon, in British Columbia

Between: The Okanagan Indian Band
Hereinafter referred to as The Band
As Creditor

AND

As Debtor

And Whereas: _____ is/are indebted to the Band to the Band in the amount \$ _____ as at the ____ day of _____.

And Whereas: The parties hereto agree to the following terms and conditions for the repayment of the outstanding debt and all interest accruing on the said debt.

AND FURTHER the parties understand and agree that if the tenant fails to keep the terms and conditions of this agreement the Band will demand full payment of total debt to be paid within 10 days of any breach. The Band will not enter in to a new repayment agreement with a tenant who does not honour this agreement. Failure to honour this agreement will result in Notice of Eviction issued.

Terms and Conditions of Repayment

1. Amount of current balance owing, including all accrued interest as at the ____ day of _____, is \$ _____.
2. Monthly payments of \$ _____ are for principal and interest beginning the ____ day of _____, and will continue until the current arrears are paid in full, PLUS rent in the amount of \$ _____ will be payable on the first day of each month.

Signed in Vernon, B.C., this _____ of _____.

For the Tenant(s): _____
Tenant's Signature

For the Okanagan Indian Band: _____
Band Representative



APPENDIX B

Date

Tenant Name
Mailing address
City, BC, Postal Code

Dear Tenant Name:

Re: BREACH OF COLLECTION AGREEMENT

You are in breach of your collection agreement. As per the Collection Policy, Section 5.1 a), I am hereby giving you formal notice that as of *Date*, you have outstanding rent and arrears in the amount of \$0.00 on (refer to lease & property description).

You have until *Date* (10 days from date of letter) to pay your account of \$0.00 in full. Failing to do so will result in the Band commencing eviction proceeding against you. The Band will not agree to a new repayment agreement with you. This eviction notice will be set aside if you choose to pay your account in full.

You may call the Operations, Lands and Housing office if you wish to discuss this further.

Sincerely,
Okanagan Indian Band

Joe Johnson
Director of Operations, Lands and Housing

cc Executive Director



APPENDIX C

Date

Tenant Name
Mailing address
City, BC, Postal Code

Dear Tenant Name:

Re: NOTICE OF EVICTION

As stated in the letter dated *Date*, you have until *Date* (10 days from date of original letter) to pay your account of \$0.00 in full. The Band will not agree to a new repayment agreement with you.

If you choose not to repay your account, you are hereby required to vacate your unit on or before *Date*. If you choose not to remove your personal possessions and vacate your unit by this date, the Band will repossess your unit and move all of your belongings to storage at your cost. After 30 days in storage your property will be disposed of at your cost. These costs will be added to your housing account, which you are still responsible to pay and as such, we will continue to pursue repayment of said debt.

No further notices will be given to you in this matter.

Sincerely,
Okanagan Indian Band

Joe Johnson
Director of Operations, Lands and Housing

cc Executive Director
Okanagan Indian Band Chief and Council