

Alteration & Encroachment	
VICTORIA PARK COMMUNITY HOMES - CORPORATE POLICIES	
Policy Number: B2.9	Sub-section: Resident & Property Services
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1. Policy Statement

1.1 Victoria Park Community Homes **Inc.** (VPCH) properties have clearly defined common area space that is available for the use of all tenants. Maintaining this common space is the responsibility of VPCH and all related improvements and changes are at the discretion of the VPCH. This policy references two spaces:

- 1) The area designated as common area space and;
- 2) The area designated for tenant use as part of their rental agreement.

2. Purpose

2.1 To determine when a Tenant household has encroached the common area space, actions to be taken by the tenant and remedies to be implemented by VPCH for non-compliance.

2.2 To determine when a Tenant household is demonstrating an inappropriate use of the area designated for tenant use as part of their rental agreement and to identify the actions to be taken by the VPCH in the event a tenant does not return the space to its original use.

3. Definitions

Encroachment

Encroachment is defined as advancing beyond proper limits, an intrusion, trespass, usurping, or impinging on another's space.

Alteration

Alteration is defined as altering or being altered from original state, make change or addition or improvement.

4. Scope

4.1 This policy applies to all housing communities directly owned by the Victoria Park Community Homes Inc. This policy will be applied consistently to all tenant

households.

5. Policy

5.1 VPCH enters into a lease / contractual agreement with all tenants who legally take possession. Pertinent sections of the Residential Tenancies Act are outlined in the lease and responsibilities of both the landlord and tenant are ultimately governed by the *Residential Tenancies Act, 2000*.

5.2 Tenant Responsibility

- a. It is the responsibility of the Tenant to keep the interior and exterior of their unit in the same condition as it was at the time of move-in. Failure to do so may result in a determination of alteration/encroachment and the tenant being charged for any damages or repairs needed to return the space to its original condition and appearance.
- b. The Tenant shall be responsible for:
 - the repair of any damage,
 - repairs to the unit beyond normal wear and tear,
 - damage caused by the willful or negligent conduct of the Tenant, their pets, or other occupants of the Leased premises or persons who are permitted in the VPCH community by the Tenant, during the tenancy.

5.3 VPCH Responsibility

- a. VPCH is responsible for providing and maintaining the property in a good state of repair and complying with health, safety, housing, and maintenance standards.

5.4 Encroachment & Alteration Examples

Examples of encroachment and alterations may include but are not limited to the following. These items have been installed by the tenant or contracted by the tenant without the written prior approval of the VPCH.

- Satellite dishes that have been affixed to the VPCH property or building structure
- Fencing or barrier structures that extend beyond a patio area into the common area space
- The installation of any type of pool

- The addition of a shed-like structure, lean-to, tent/canvas structure
- Any type of pond or water feature
- Creating an ice rink structure
- Installing a clothesline
- Removing cupboards

- Carpet tape or tack strips
- Affixing a curtain, tarp, or drape feature around a balcony
- Affixing a wind chime to the building structure
- The installation of a bird feeder or nesting box
- Removing or planting trees, shrubs, vines, and hedges
- The installation of patio stones to extend a patio area
- Home wiring installations including a change in lighting
- The addition or removal of walls, separations, carpeting, or other flooring
- Changing the locks on the door or installing additional locks
- Installing a security system
- Affixing window fixtures anywhere but the adjoining drywall
- Installing Central Air Conditioning

The above list includes examples of encroachment and alternations that are not permitted by the landlord, VPCH.

6. Lease Provisions

MAKING CHANGES TO YOUR UNIT

- a. You may not make any changes, additions, or improvements to the plumbing, electrical, or heating systems in your unit or any structural or external component including walls, floors, foundation, doors, roofs, windows etc. This includes things like installing fencing or finishing of basements;
- b. You may not install any satellite or other objects or devices on or to the exterior of the unit or on any fencing;
- c. You must get prior written permission from us before doing any of the following:
 - i. making cosmetic changes to your unit. Cosmetic changes are things like painting, replacing light fixtures, installing or replacing blinds etc. If permission is given, you agree to abide by the terms and conditions set out in the letter of permission, including any agreement or compensation to return the unit to the original condition;
 - ii. bringing in any appliance not supplied by us, including, but not limited to, a stove, refrigerator, freezer, washing machine, clothes dryer, dishwasher, or air conditioner;
 - iii. changing, replacing or installing any locks or alarm system on the property. If

permission is given, you must provide us with keys for any new locks and the codes for any alarm system you install;

- iv. installing any permanent or semi-permanent objects or fixtures in the yard (examples include, but are not limited to: gazebos, shade tents, fire pits, fire tables, hot tubs, pools, etc.)
- v. making any changes to the landscape including planting (or removing) any gardens, bushes, or trees.

VPCH may refuse permission for any reason deemed appropriate. If permission is given, the tenant agrees to abide by the terms and conditions set out in the letter of permission, including installation standards, ownership, and/or compensation to return the unit to the original condition.

7. VPCH Remedies

VPCH will implement the following action when an encroachment or alterations have been reported or documented and the VPCH records indicate that written permission has not been given or granted to make the change:

- (a) Staff will contact the tenant household by phone, email, or correspondence to outline the specifics of the encroachment, alteration, or breach of the lease agreement
- (b) The tenant will be advised what actions they must take to return the unit to the original condition at the time of move-in
- (c) The tenant will be served an N5 Notice to End their Tenancy for Interfering with Others, Damage, or Overcrowding and VPCH will follow through with all legal options at its disposal as permitted by the *Residential Tenancies Act*.

8. Amount of Charges

Tenant chargebacks will be based upon the actual cost of the damage beyond normal wear and tear. The amount of the chargeback is not considered rent.

VPCH may apply for compensation for damage under Section 62 (1) of the *Residential Tenancies Act* and will seek termination of the tenancy if the tenant refuses to pay. Tenants will be charged the actual material costs less applicable tax rebates received by VPCH.

Section 62(1) A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit, or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or

the residential complex. 2006, c. 17, s. 62 (1).

9. Unapproved Encroachments and Alterations

If the tenant makes any alterations, without the written approval, VPCH 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 VPCH may charge the tenant the entire cost of the restoration.

Tenants will be charged for the removal of encroachments and alterations that they authorized and/or installed, and which have not been pre-approved by VPCH and/or are not compliant with the Building Code requirements.

Considerations in determining the charges include:

- a. Long term maintenance costs
- b. Safety standards
- c. Damages to the property
- d. Aesthetic considerations and consistency in appearance with other units
- e. Suitability for subsequent tenants
- f. Compliance with Municipal by-laws

10. Reference Materials (Resources used in the development of this Policy)

- *Housing Services Act, 2011 (HSA)*
- *Ontario Occupational Health and Safety Act and Regulations*
- *Residential Tenancies Act, 2000*