



Local Rules Windsor Essex

pursuant to the

Housing Services Act and Related Regulations

Effective July 1, 2023

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Section 1

Ranking and Selection System - Rent-Geared-to-Income Assistance

Centralized Wait List & Overhoused Transfer List

1. The Windsor/Essex service manager's system for selecting households includes a centralized wait list and an overhoused transfer list for the Windsor/Essex service area. The function of the centralized wait list and the overhoused transfer list is delegated to the Windsor Essex Community Housing Corporation. The centralized wait list and the overhoused transfer list shall be managed by the Central Housing Registry-Windsor Essex County (CHR). The system includes the following rules:
 - (a) a household shall be added to the centralized waitlist upon the CHR determining that the household is eligible for rent-geared-to-income assistance.
 - (b) a household shall be added to the overhoused transfer list if the household,
 - (i) occupies a unit that is larger than the largest unit in respect of which the household is eligible to receive rent-geared-to-income assistance
 - (ii) occupies a unit operated by a different housing provider in the service area,
 - (iii) is already receiving rent-geared-to-income assistance; and
 - (iv) has requested a transfer to a unit operated by a different housing provider in the service area.
 - (c) an application under Section 1 – Centralized Wait List & Overhoused Transfer List, paragraph 1, subsections (a) and (b) shall be made to the CHR and must include the information and documents required by the CHR and be in a form authorized by the service manager.
 - (d) a household shall be removed from the list if,
 - (i) the household requests to be removed,
 - (ii) the household ceases to be eligible for rent-geared-to-income assistance, or
 - (iii) the household has accepted an offer of rent-geared-to-income assistance within the service area,
 - (iv) the household has accepted a portable housing benefit, or
 - (v) the household has refused one offer for a rent-geared-to-income unit subject to the provisions of Section 1 – Refusal of an Offer, paragraphs 17-19.
 - (e) Section 1 – Centralized Wait List & Overhoused Transfer List, paragraph 1 subsection (d) (iii) does not apply to the acceptance of,
 - (i) an offer of emergency shelter, or
 - (ii) an offer of temporary housing that is provided while one or more members of the household are receiving treatment or counselling.
 - (f) for each household on the list, the CHR shall determine, at least once in every 12 month period after the household was added to the list, whether the household is still eligible for rent-geared-to-income assistance.
 - (g) if a household so requests, the CHR may temporarily remove a household from the list for a period of time agreed upon by the CHR and the household.
 - (h) the CHR shall reinstate a household temporarily removed from the list under Section 1 – Centralized Wait List & Overhoused Transfer List, paragraph 1, subsection (g), using the original date of the application if,
 - (i) the period of time, referred to in subsection (g), has expired, or
 - (ii) the household requests to be reinstated.
2. For each household on the centralized wait list, the Central Housing Registry-Windsor Essex County shall determine, at least once in every 12-month period after the household was added to the list:
 - (a) whether the household is still eligible for rent-geared-to-income assistance and;

- (b) whether the household is still eligible for the unit type and size indicated on the centralized wait list.

Determination of Ranking Date

3. A household ranks higher than another household with a later ranking date.
4. The ranking date for a household that was added to the centralized wait list under Section 1 – Centralized Wait List & Overhoused Transfer List, paragraph 1, subsection (a) is the date the household applied for rent-geared-to-income assistance.
5. The ranking date for a household indicating a preference for a housing project after the determination that the household is eligible for rent-geared-to-income assistance is, with respect to the housing project(s) selected, the date the household applied for rent-geared-to-income assistance as determined under Section 1 – Determination of Ranking Date, paragraph 3 above.
6. The ranking date for a household that was added to the centralized wait list under Section 7 - Overhoused Rule is the date the overhoused household applied for rent-geared-to-income assistance before first beginning to receive rent-geared-to-income assistance.
7. The ranking date for an RGI household added to the centralized wait list for a transfer to a unit will be as follows:
 - (a) for choice transfers, the date the household requested a transfer to another unit in the service manager’s service area; or
 - (b) if the household occupies a unit provided by an alternative housing provider under its mandate to provide housing to homeless or hard to house households, the date the household applied for rent-geared-to-income assistance before first beginning to receive rent-geared-to-income assistance.
8. Despite the ranking dates set out in this Section, the ranking date for a household that is eligible for rent-geared-to-income assistance under a category established by the local priority rules established by the service manager is the date determined by the service manager for the local priority household category.

Determination of Priority Ranking

Special priority households

9. Despite Section 1 – Determination of Ranking Date, paragraph 3, a special priority household as well as a special priority household on the overhoused transfer list both rank higher than another household that is not a special priority household.
10. The special priority ranking date is the date the household requested to be included in the special priority household category.

Selection of RGI households for vacant units

11. When selecting a household for a vacant unit where the household will be receiving rent-geared-to-income assistance, the following rules apply:
 - (a) The household shall be selected from the Windsor/Essex centralized wait list and in accordance with the order of the CHR ranking priority except as provided under Section 1 – Determination of Priority Ranking, paragraph 11 subsections (d) (e) and (f).
 - (b) The Windsor/Essex CHR priority ranking is as follows:
 - **Priority I** Special Priority Placement (SPP) as defined in the Housing Services Act Regulations. Priority I applications will be ranked in chronological order by date of application within the Priority I category.
 - **Overhoused Transfer List** contains all overhoused households within the Windsor-Essex Service Area eligible for a transfer to a unit that is of a size permissible under the service manager’s occupancy standards. The overhoused transfer list will be ranked in chronological order by the original date the household first made application for rent-geared-to-income assistance.
 - **Priority II** as defined by the service manager. Priority II applications will be ranked in chronological order by date of application within the Priority II category.
 - **Priority III** is defined as households that are not eligible for Priority I, the overhoused transfer list, or Priority II status. Priority III applications will be ranked in chronological order by date of application within the Priority III category.
 - (c) For the purposes of Section 1 – Determination of Priority Ranking, paragraph 11 subsection (a), the selection of a household in accordance with the CHR’s determination of priority shall be made by selecting the highest priority household from among the relevant households. “Relevant household” means, in relation to a vacant unit, a household that has expressed a preference for the housing project where the unit is located and for whom the size and type of the vacant unit is permissible under the service manager’s occupancy standards.
 - (d) A household with a lower priority may be selected if every other relevant household with a higher priority has been given an offer but has not accepted within a reasonable time.
 - (e) The housing provider may select a household, regardless of whether or not the household is on the centralized wait list or the overhoused transfer list if the household,
 - (i) occupies another unit operated by the housing provider in the service area and;
 - (ii) is already receiving rent-geared-to-income assistance, and
 - (iii) has requested a transfer to another unit operated by the housing provider in the service area.
 - (f) In selecting a household under Section 1 – Determination of Priority Ranking, paragraph 11 subsection (e), the housing provider shall give a household in the special priority household category priority over a household that is not in the special priority household category.
 - (g) The housing provider may, with the approval of the service manager, select a household if,
 - (i) the household occupies a unit operated by a different housing provider in the same service area,
 - (ii) the household is already in receipt of rent-geared-to-income assistance, and
 - (iii) the household has requested a transfer to a unit operated by the housing provider in the service area.

Alternative Housing Provider

12. “Alternative housing provider” means a housing provider that has a mandate, under Section 76 of the Housing Services Act, to provide housing to households that are homeless or hard to house.
 - (a) “alternative housing unit” means a unit in a housing project operated by an alternative housing provider that is made available to households that are homeless or hard to house.
 - (b) an alternative housing provider may select a homeless or hard-to-house household to occupy an alternative housing unit, regardless of whether or not the homeless or hard-to-house household is

on the centralized wait list if the household is otherwise eligible for rent-geared-to-income assistance.

(c) an alternative housing provider is required to obtain the prior written approval of the service manager of a plan that: proposes the number of alternative housing units to be allocated; the process and procedure the alternative housing provider will follow to provide an alternative housing unit to a homeless or hard-to-house household and; any other information the service manager requires to assess and approve the plan.

13. A household may be selected only if the vacant unit is of a size and type that is permissible for the household under the service manager's occupancy standards.

Conversion from Market to RGI Rent – selection of already accommodated households

14. The housing provider may, with the prior written approval of the CHR based on eligibility, select a household that already occupies a unit in a designated housing project as a household to receive rent-geared-to-income assistance.

15. The CHR's decision on a conversion from market rent to subsidized rent application shall be made in accordance with the rules made by the service manager.

16. A selection under Section 1 – Conversion from Market to RGI Rent, paragraph 14 shall be made in accordance with the CHR's determination of priority under the service manager's rules, from among the households that are on the centralized wait list and that already occupy units in the housing project.

Refusals to Offer by Housing Provider

17. A housing provider, despite any other rule, is permitted to not offer a household a subsidized unit in a housing project in any of the following circumstances:

(a) the housing provider has a mandate under Section 76 of the Housing Services Act and offering the unit to the household would be contrary to that mandate. the housing provider has reasonable grounds to believe, based on the household's rental history, that the household may fail to fulfil its obligations to pay rent for the unit in the amount and at the times the rent is due.

(b) the housing provider is a non-profit housing co-operative and the household does not agree to accept its responsibilities as a member of the housing provider or the housing provider has reasonable grounds to believe that the household will not accept or will be unable to accept those responsibilities.

(c) the unit is one in which individuals will reside in a shared living situation and the housing provider has reasonable grounds to believe that it is unreasonable for the household to reside in the shared accommodation.

(d) a member of the household was previously evicted from a designated housing project through an order by the Landlord and Tenant Board based on an illegal act within the past five (5) years and the housing provider has reasonable grounds to believe that that household would pose a risk to the safety of other people at the housing project.

18. A housing project referred to in Section 1 – Refusals to Offer by Housing Provider, paragraph 17 subsection (a) above is a designated housing project under the Housing Services Act, Ontario Regulation 367/11 i.e., Schedule 1 - Housing programs prescribed for the definition of "transferred housing program" (section 2), with the program category of 1 (a), 1 (b), 6 (a) or (b).

19. If a housing provider refuses, under a rule under Section 1 – Refusals to Offer by Housing Provider, paragraph 17, to make an offer to a household that it would otherwise have been required to make:
 - (a) the housing provider shall notify the household of the refusal.
 - (b) if the household so requests, the housing provider shall review the decision to refuse to make the offer.
 - (c) the rules under Section 1 – Refusals to Offer by Housing Provider, paragraphs 17 subsections (a) and (b) apply only to the first refusal by a housing provider to make an offer to a household and not to subsequent refusals by the housing provider with respect to the same household.

Special Needs Housing

See Housing Services Act, Ontario Regulation 367/11 Sections 68 to 85 inclusive.

20. None of the rules under the following Sections of Regulation 367/11 shall apply with respect to special needs housing:
 - (a) Section 47 Selection of RGI Households
 - (b) Section 48 Selection of Already Accommodated Households
 - (c) Section 49 Alternative Housing Provider
 - (d) Section 50 Refusals by a Housing Provider

Section 2

Pursuit of Income

1. In the case of a household that is receiving rent-geared-to-income assistance, if the housing provider is of the opinion that a member of the household may be eligible to receive income of a type set out in Section 2 – Pursuit of Income, paragraph 2 and the member is not receiving such income, the housing provider shall give the household a written notice outlining the following:
 - (a) stating the type of income the rent-geared-to-income tenant/co-op member may be eligible to receive;
 - (b) requesting the rent-geared-to-income tenant/co-op member apply for the income and make reasonable effort to obtain that income; and
 - (c) giving the rent-geared-to-income tenant/co-op member 30 calendar days to inform the service manager of the results of their application.
2. The types of income referred to in Section 2 – Pursuit of Income, paragraph 1 are:
 - (a) Basic financial assistance under the *Ontario Works Act, 1997*.
 - (b) Support under the *Divorce Act (Canada)*, the *Family Law Act* or the *Interjurisdictional Support Orders Act, 2002*.
 - (c) Unemployment benefits under the *Employment Insurance Act (Canada)*.
 - (d) A benefit under Section 2 of the *Ontario Guaranteed Annual Income Act (GAINS) and Guaranteed Income Supplement (GIS)*.
 - (e) A pension or supplement under Part I or II of the *Old Age Security Act (Canada)*; (OAS).
 - (f) Support or maintenance resulting from an undertaking given with respect to the member under the *Immigration and Refugee Protection Act (Canada)*; Immigration Sponsorship Income.
3. A household that has been given a written notice under Section 2 – Pursuit of Income, paragraph 1

- ceases to be eligible for rent-geared-to-income assistance if the household does not,
- (a) respond to the written notice to pursue income within the period of time specified in the notice
 - (b) provide proof of the outcome of an income application on which a decision has been reached; or
 - (c) failed to make reasonable efforts to obtain income of the type specified in the notice.

4. Despite Section 2 – Pursuit of Income, paragraph 3, the service manager may determine that the household remains eligible if the service manager is satisfied that there are extenuating circumstances.

Section 3

Maximum Household Income Limit (HILS)

1. A household is not eligible for rent-geared-to-income assistance if, and subject to other eligibility criteria, the combined total of all gross income from all Canadian and foreign sources of all members of the household other than income that is excluded by the Housing Services Act and its Regulations, exceeds the Household Income Limits (HILS). Total gross income for all the members of the household for a 12-month period is the sum of all Canadian and foreign payments made to, on behalf of, or for the benefit of, the members of the household.

The Windsor/Essex Household Income Limits as of January 1, 2023 (as per Directive 2023-1):

Service Manager	Area	Bachelor unit	1 bedroom unit	2 bedroom unit	3 bedroom unit	4 bedroom unit or larger
City of Windsor	City of Windsor and all Municipalities in the County of Essex	\$44,000	\$44,000	\$52,000	\$59,500	\$74,500

Section 4

Asset Limit

1. The asset limit for a single person is \$100,000.
2. The asset limit for a family/benefit unit of two or more is \$150,000 for the household.
3. The assets set out in Appendix A are excluded under the asset limits.
4. On or after July 1, 2023, social housing and/or housing benefit households are responsible to self-declare their Canadian and foreign income earning and non-incoming earning assets on an Asset Declaration Form (Appendix B) at time of initial offer, the household’s first annual review following the Asset Limit policy’s implementation and every annual review thereafter. Assets must be declared for every member of the household who is 16 years of age or older with the exception of dependent children under the age of 18 and attending primary or secondary school.
5. A household is not eligible for rent-geared-to-income assistance if, and subject to other eligibility criteria, the total household asset value other than assets excluded by the Housing Services Act, its Regulations and by our Windsor Essex Service area exceeds Windsor Essex’s Asset Limits. Total gross income for

all the members of the household for a 12-month period is the sum of all Canadian and foreign payments made to, on behalf of, or for the benefit of, the members of the household.

Section 5

Previous RGI Criminal Conviction

1. A household is eligible for rent-geared-to-income assistance if, among other criteria,
 - (a) within the two year period immediately preceding the date of the application for subsidized housing, no member of the household has been convicted, of an offence under Section 55 of the Housing Services Act or a crime under the *Criminal Code* (Canada) in relation to the receipt of rent-geared-to-income assistance, and if an individual who was, but is no longer a member of the household has been convicted of such an offence or crime, the service manager determines that,
 - (i) no member of the household knew that the individual who was convicted of the offence or crime was committing it, or
 - (ii) a member of the household knew that the individual who was convicted of the offence or crime was committing it, but the member was not reasonably able to prevent the individual from committing it, or
 - (iii) a member of the household has been convicted of an offence under Section 55 of the Act or a crime under the *Criminal Code* (Canada) in relation to the receipt of rent-geared-to-income assistance, but the household has previously been determined to be ineligible for rent-geared-to-income assistance because of that conviction; or
 - (iv) a member of the household has been convicted of an offence under Section 55 of the Act or a crime under the *Criminal Code* (Canada) in relation to the receipt of rent-geared-to-income assistance within the two year period immediately preceding the date of the application for subsidized housing, but, the service manager determines that the convicted member is an abused member of a special priority household who was forced by the abusing individual to make the misrepresentation that formed the basis of the conviction.

Section 6

Absence Rule

1. A household ceases to be eligible for rent-geared-to-income assistance if all the members of the household are absent from the unit for which the household receives rent-geared-to-income assistance for more than 90 consecutive days. Households absent from the unit for which the household receives rent-geared-to-income assistance for more than 90 consecutive days to receive conventional or alternative medical treatments may remain eligible for rent-geared-to-income assistance provided the housing provider receives adequate documentation to verify the medical reasons and treatment and approves the exemption.
2. The housing provider may, on a case-by-case basis, determine that extenuating circumstances exist and may approve alternate maximum absence period from the unit with the prior written consent of the service manager.

Section 7

Overhoused Rule

1. In this Section,
 - (a) “overhoused household” is a household in receipt of rent-geared-to income assistance and occupies a unit that is larger than the largest size permissible under the service manager’s occupancy standards.
 - (b) “overhoused notice” is a written communication from a housing provider to a household notifying the household that the housing provider has determined the household is an overhoused household.
 - (c) “internal transfer” means, in respect of a household residing in a housing project of a housing provider, the transfer of the household from one rent- geared-to-income unit to another rent geared-to-income unit in the same or another housing project of the housing provider.
 - (d) “overhoused transfer list” is the list maintained by the Central Housing Registry - Windsor Essex County that identifies all overhoused households deemed eligible for a transfer to a unit that is of a size permissible under the service manager’s occupancy standards as set out in Section 9 - Windsor Essex Occupancy Standards.
2. An overhoused notice shall be in writing and include the overhoused rules and process the household is required to follow to remain eligible for rent-geared-to- income assistance.
3. A housing provider’s transfer policies shall:
 - (a) be documented in writing and clearly describe a housing provider’s policies and procedures for internal transfers, and;
 - (b) include, among other things, the policy, procedure and ranking criteria for overhoused households, and;
 - (c) contain a provision to inform an overhoused household of the housing provider’s internal transfer policy, procedure, ranking criteria and provisions governing applications from overhoused households for the internal transfer list and the overhoused transfer list, and;
 - (d) be approved by the service manager with respect to the policy, procedure, ranking criteria and provisions governing applications from overhoused households for the housing provider’s internal transfer list and the overhoused transfer list.
4. The ranking date of an overhoused household that is eligible to be placed on the overhoused transfer list or a housing provider’s internal transfer list is the original date the household first made application for rent-geared-to-income assistance.
5. If the housing provider determines that a household is an overhoused household then, the housing provider:
 - (a) shall give the household an overhoused notice within 30 calendar days from the date the housing provider made the determination and;
 - (b) provide a copy of the overhoused notice to the Central Housing Registry -Windsor Essex County within 3 business days from the date of the overhoused notice.

6. If the housing provider gives an overhoused notice to a household, the following apply:

If the housing provider does not have right sized unit in its portfolio

- (a) If none of the housing projects the housing provider operates in the service manager's service area has a unit, occupied or not, that is of a size permissible under the service manager's occupancy standards then:
 - (i) the household shall, within 30 calendar days from the date of the overhoused notice, make application to be placed on the centralized wait list to be transferred to a unit that is permissible under the service manager's occupancy standards and the applicable mandates of the respective housing providers, and;
 - (ii) the household shall make a minimum of 5 housing provider location choices to units of a size permissible under the service manager's occupancy standards as set out in Section 9 - Windsor Essex Occupancy Standards and the applicable mandates of the respective housing providers.
 - (iii) despite Section 7 – Overhoused Rule, paragraph 6 subsection (a) (ii) the Central Housing Registry-Windsor Essex County may approve a lesser number of provider location choices if the Central Housing Registry-Windsor-Essex County is satisfied that there are extenuating, adverse or exceptional circumstances.
 - (iv) the Central Housing Registry-Windsor Essex County shall, within 3 business days from the date the household made the application to be placed on the Central Housing Registry-Windsor Essex County's overhoused transfer list, verify to the housing provider that the household has made application to the overhoused transfer list.

If the housing provider has right sized unit in its portfolio

- (b) If the housing projects the housing provider operates in the service manager's service area has a unit, occupied or not, that is of a size permissible under the service manager's occupancy standards, then;
 - (i) an overhoused household shall, within 30 calendar days from the date of the overhoused notice, make application to be placed on the housing provider's internal transfer list to be transferred to a unit that is permissible under the service manager's occupancy standards and the applicable mandates of the housing provider, and;
 - (ii) the housing provider shall add the household to the housing provider's internal transfer list and the housing provider's internal transfer policy shall apply.
 - (iii) the overhoused household shall, within one (1) year from the date of the overhoused notice make an application to be placed on the overhoused transfer list to a unit that is permissible under the service manager's occupancy standards as set out in Section 9 - Windsor Essex Occupancy Standards. The household shall make a minimum of 5 provider location choices to units of a size permissible under the service manager's occupancy standards and the applicable mandates of the respective housing providers.
 - (iv) despite Section 7– Overhoused Rule, paragraph 6 subsection (b) (iii) the Central Housing Registry-Windsor Essex County may approve a lesser number of provider location choices if the Central Housing Registry-Windsor-Essex County is satisfied that there are extenuating, adverse or exceptional circumstances.
 - (v) the Central Housing Registry-Windsor Essex County shall, within three (3) business days from the date the household made the application to be placed on the overhoused transfer list, verify to the housing provider that the household has made application to the overhoused transfer list.

If, after one year from the date of the overhoused notice

7. The household remains overhoused and is not on the overhoused transfer list, the household ceases to be eligible for rent-gear-to-income assistance.
8. The overhoused household is added to the overhoused transfer list and the household requests to be removed from the overhoused transfer list later than one year after the date of the overhoused notice, the household ceases to be eligible for rent-gear-to- income assistance.
9. The overhoused household will not cease to be eligible for rent-gear-to-income assistance if the household is following the process to be transferred to a unit that is permissible under the service manager’s occupancy standards as set out in this Section 9 - Windsor Essex Occupancy Standards.
10. The overhoused household will not cease to be eligible for rent-gear to-income assistance until a year after the date of the overhoused notice. For greater clarity, the household does not cease to be eligible one year after the date of the overhoused notice if the household follows the provisions of this Section 7 - Overhoused Rule.
11. If the household ceases to be eligible for rent-gear to-income assistance for the unit in which the household is an overhoused household, the household shall pay rent for the unit it occupies at the rate at which rent is payable for the unit by a household not receiving rent-gear-to-income assistance. Such change in rent will become effective pursuant to the notice period provisions for rent changes under the Housing Services Act, its Regulations and these rules as may be amended or replaced from time to time.
12. The service manager may, on a case by case basis, waive all or part of the provisions of this Section 7 - Overhoused Rule, if the service manager is satisfied that there are extenuating, adverse or exceptional circumstances.
13. Subject to Section 7 - Overhoused Rule, paragraph 11 herein, if an overhoused household does not comply with the provisions of this Section 7 - Overhoused Rule the household ceases to be eligible for rent-gear- to-income assistance.

Section 8

Refusal of An Offer - ineligibility

1. A household ceases to be eligible for rent-gear-to-income assistance if it has refused one offer of a rent-gear-to-income unit and,
 - (a) it is on the centralized wait list for rent-gear-to-income units; or
 - (b) it has been placed on the housing provider’s internal transfer list and/or the overhoused transfer list.
2. Section 8 – Refusal of an Offer, paragraph 1 applies with respect to the refusal of an offer only if the unit that is offered:
 - (a) meets the service manager’s occupancy standards; and
 - (b) is in a housing project for which the household has indicated a preference.

3. Section 8 – Refusal of an Offer, paragraph 1 does not apply with respect to the refusal of a portable housing benefit.
4. Section 8 – Refusal of an Offer, paragraph 1 does not apply with respect to a refusal by a household that is in temporary housing that is to be provided while one or more members of the household are receiving treatment or counselling or that is provided because the household is in need of emergency shelter.
5. Despite the provisions of this Section 8 - Refusal of an Offer, the service manager may determine that a household remains eligible for rent-geared-to-income assistance, if the service manager is satisfied that there are extenuating circumstances.

Section 9

Windsor/Essex Occupancy Standards

The occupancy standards in these rules are referred to as the Windsor/ Essex occupancy standards or the service manager's occupancy standards.

Largest unit

1. The largest unit a household is eligible for is a unit that has,
 - (a) one bedroom for any two members of the household who are spouses of each other;
 - (b) one bedroom for each additional member of the household.

Smallest unit

2. The smallest unit a household is eligible for is a unit that has,
 - (a) one bedroom for every two members of the household; and
 - (b) an additional bedroom if there is an odd number of members in the household. Notwithstanding the foregoing, a bachelor unit is an eligible unit if the household consists of one individual or two individuals who are spouses of each other.

Additional Bedroom

3. Eligibility for an additional bedroom is not automatically assigned and must meet the criteria set out below. The household must make a request for an additional bedroom and provide verification to support the request.

Eligibility for an additional bedroom may be approved if any one of the following criteria applies:

- (a) one of the spouses requires a separate bedroom because of a verified disability or medical condition, or;
- (b) the room is required to store equipment required by a member of the household because of verified disability or medical condition, or;
- (c) the bedroom is required to accommodate an individual who is not a member of the household and who provides a member of the household with support services that are required because of the member's disability or medical condition, or;
- (d) a member of the household is pregnant, or;
- (e) a member of the household has verified joint custody over a child who is not a member of the household, the member is required to provide accommodation for the child, and the bedroom is required to accommodate the child, or;

- (f) a member of the household has visiting rights with respect to one or more children who are not members of the household and the housing provider or the Manager of the Central Housing Registry-Windsor Essex County, as the case may be, is satisfied the member has demonstrated the following:
 - (i) it is a condition of the member’s visiting rights that the member must provide adequate accommodation for the child(ren) when the child(ren) stays overnight with the member, and;
 - (ii) the child(ren) will stay overnight with the member and the bedroom is required to accommodate the child(ren), and;
 - (iii) given the age, gender, number of children and frequency of overnight stays, an additional bedroom(s) is required to provide adequate accommodation to satisfy the conditions of the member’s visiting rights.
- (g) the requirements listed in Section 9 – Windsor Essex Occupancy Standards, paragraph 3 subsection (f) (i),(ii),(iii) above shall be waived if the member demonstrates the member’s visiting rights will be diminished or withdrawn, and the request for an additional bedroom to accommodate the child(ren) shall be approved.
- (h) eligibility for an additional bedroom may be approved by the Central Housing Registry-Windsor Essex County for a household that has applied to be on the centralized wait list or has been placed on the centralized wait list or by the housing provider for households in receipt of rent-geared-to-income assistance if the Central Housing Registry-Windsor Essex County or housing provider, as the case may be, is satisfied that extenuating circumstances exist and receives the prior written consent of the service manager.

Kinship Service/Customary Care Arrangement

4. In this Section:

- (a) “kinship care” means an arrangement where a member of the household is a relative of a child who has been separated from their parents and; the relative household member of the child is obligated to provide full-time care, nurturing and protection of the child and; the child is being cared for by the child’s relative who is a member of the household.
- (b) “customary care” means an arrangement where a member of the household may or may not be a relative of a child who has been separated from their parents and; the household member is obligated to provide full-time care, nurturing and protection of the child and; the child is being cared for by the child’s relative who is a member of the household.

For the purposes of the Windsor/Essex occupancy standards, a child that has joined a household under a kinship care or a customary care arrangement is a member of the household provided that the Children’s Aid Society confirms the Society is involved in a supportive role or; the Children’s Aid Society confirms the kinship care or customary care arrangement in writing or; the member submits a current written agreement with the Children’s Aid Society confirming the kinship care or customary arrangement or; the kinship care or customary care arrangement is confirmed by a court order.

Students living away from household

- 5. For greater certainty, a child of a member of the household is a member of the household if the child,
 - (a) is in full-time attendance at a recognized educational institution and, while in attendance, does not live with the household, and;
 - (b) lives with the household while not attending that educational institution; and
 - (c) is dependent, in whole or in part, on the household for financial support.

Extenuating Circumstances

6. The Central Housing Registry-Windsor Essex County or the housing provider, as the case may be, may on a case-by-case basis, determine that extenuating circumstances exist and may approve alternate occupancy standards with the prior written consent of the service manager.

Section 10

Rent-Geared-to-Income (RGI) Reviews

In-Year RGI Reviews

1. RGI tenants and co-op members must report a change in information or documents previously provided to determine RGI eligibility as soon as the change occurs. They are required to report only certain changes in income.

In-year changes in RGI eligibility are always implemented.

Not all reported changes in income will result in an in-year review resulting in a change to the RGI charge.

- (a) In-year RGI decreases are implemented only in specific circumstances and when required to avoid hardship or stabilize a tenancy/occupancy.
- (b) Most in-year RGI increases are deferred to an annual RGI review to support tenants and co-op members transition to more stable incomes.

Most income changes reported outside of an annual RGI review will not result in an in-year change in RGI.

In-Year RGI Eligibility Changes

2. If a tenant or co-op member is determined ineligible for RGI due to a reported in-year change to information or documents (e.g., assets, status in Canada), they are ineligible effective the date of notice and their rent or housing charge will increase to the market rate on the first day of the month following 90 days from the date of the notice.

In-Year Income Changes

3. Most income changes that are reported outside of annual RGI reviews will not result in an in-year change to RGI. Most changes will be implemented at the next annual review.

This section outlines when in-year RGI income changes will be implemented in-year, as opposed to annual RGI review.

In-Year RGI Decreases

4. Most reported changes in income will not result in an in-year change. An in-year RGI decrease as a result of a reported change in income is only implemented if it meets all of the following criteria:
 - (a) The RGI tenant or co-op member is requesting RGI be decreased
 - (b) The household has not already had an in-year change solely due to a decrease in income
 - (c) The change decreases total adjusted family net income (AFNI) for the year by at least 20 per cent
 - (d) The RGI tenant or co-op member is not pending or required to pursue another source of income
 - (e) In the case of a benefit unit, the current RGI and utility costs payable are higher than the maximum shelter allowance for the benefit unit and the difference is material.

5. In-year RGI changes will not be conducted for tenants or co-op members who are pending or required to pursue income until the amount of the pending income is known.
6. In-year decreases are limited to once between annual reviews (or between move-in and the first annual review) if the review was requested by the RGI tenant or co-op member solely because of a 20 per cent reduction in AFNI. There are no exceptions.
7. A second in-year decrease may be permitted at the discretion of the housing provider if the RGI decrease is due to a required reported change (e.g., someone moves out of the household).

In-Year RGI Increases

8. Most reported changes in income will not result in an in-year change. An in-year RGI increase as a result of a reported change in income is only implemented in the case of any of the following:
 - (a) A new household member moves in with income
 - (b) A household member ceases to be a full-time student, and that person also has had ongoing income for at least the previous 6 months, that had previously been excluded from RGI due to their student status
 - (c) A benefit unit that is paying RGI at scale has an increase in non-benefit income above the applicable non-benefit income limit, and they continue to qualify for Ontario Works or ODSP
 - (c) A household member has had their income taxes reassessed and the change in net income is material
 In-year RGI increases will normally be limited to once between annual reviews (or between move-in and the first annual review).
9. Housing providers may conduct a second review at their discretion if there are extenuating circumstances.

Effective Dates of RGI Changes

10. Most reported changes in income will not result in an in-year change. If a reported change in income does not result in an in-year change to RGI, the change in income will be included in the RGI calculation at the next annual RGI review.
11. In-year changes resulting in an RGI increase of less than \$10 are not implemented until the time of the annual RGI review.

First Day of the Month Following the In-Year Review

12. If a reported change in income warrants an in-year change, the effective date of the RGI change is the first day of the month following the in-year review of RGI in the case of:
 - (a) A benefit unit whose non-benefit income increases above the applicable non-benefit income limit
 - (b) A tenant or co-op member who requests an RGI change due to a decrease in income that does not normally have to be reported

First Day of the Month Following the Change

13. If a reported change in income warrants an in-year change, the effective date of the RGI change is the first day of the month following any of the following events:
 - (a) A permanent change in household composition
 - (b) A household member's change in full-time student status
 - (c) The start of Ontario Works or ODSP
 - (d) The termination of Ontario Works or ODSP
 - (e) The date a household member's income taxes were reassessed

Not all of the above reported changes will always result in an in-year review, but if they do, they are implemented on the first day of the month following the income change or event.

Retroactive RGI Changes

14. Most reported changes in income will not result in an in-year change. This means that retroactive calculations will also be rare.
15. If an RGI tenant or co-op member delays reporting an in-year change, this will result in a retroactive RGI change only if an in-year increase would have been conducted had the change been declared on time. This may occur when:
 - (a) A new household member moves in with income
 - (b) A household member ceases to be a full-time student, and that person also has ongoing income that had previously been excluded from RGI due to their student status for at least 6 months
 - (c) A household member has had income taxes reassessed and the change in net income is material
16. Retroactive RGI changes are not implemented for:
 - (a) RGI increases that are not material (e.g., the RGI increase is less than \$10 and/or less than 20%)
 - (b) RGI decreases

Recovery of Retroactive RGI

17. Retroactive RGI increases may result in the tenant or co-op member's owing retroactive RGI. Retroactive RGI amounts owing as a result of an in-year change (or a retroactive change conducted at the time of annual review due to a delay in reporting) must be repaid by the tenant or co-op member.
 - (a) Housing providers should first attempt to recover the retroactive RGI owing through a repayment agreement with the tenant or co-op member.
 - (b) If the tenant or co-op member refuses to enter into a repayment agreement, the housing provider may collect the amount owing by increasing the monthly rent or housing charge by 10 per cent of the monthly RGI amount.

Although the original RGI increase may be implemented retroactively to the first day of the month following the change in income, the additional 10 per cent increase cannot take effect until the first day of the second month following the notice of this increase.

Administrative Errors

18. Retroactive RGI resulting from an administrative error is not collected back from the RGI tenant or co-op member (e.g., if an RGI tenant or co-op member declares information on time and the housing provider does not implement the change in a timely manner).

Annual RGI Reviews

19. Housing providers are required to conduct annual RGI reviews for all RGI tenants and co-op members. This is called an annual RGI review. At each annual RGI review, the housing provider will review:
 - (a) Continued eligibility for RGI
 - (b) The amount of RGI payable by the RGI tenant or co-op member
 - (c) Size of unit under the occupancy standards
 - (d) Eligibility for a modified unit (as applicable)
20. Housing providers may conduct a tenant or co-op member's annual RGI review in the month of the anniversary of move-in or they may review all tenants or co-op members in the same month each year.

21. Housing providers may conduct biennial reviews for eligible senior tenants or co-op members that receive Old Age Security (OAS) or the Guaranteed Income Supplement (GIS).
22. Housing providers may need to follow-up with tenants or co-op members for additional information. Follow-up needs to happen in a timely manner to ensure it does not delay a change in the household's RGI. Housing providers may proceed with an RGI change if they have sufficient income verification, even if they are following up for verification of other eligibility requirements (e.g., changes in status in Canada, occupancy standards) or determining if a guest has permanently moved into the unit.

Verification Requirements

23. Housing providers are required to verify the following information when conducting annual reviews:
 - (a) Net income of all members of the household with income – excluding full-time students
 - (b) School enrolment of all full-time students over the age of 16, if the student also has declared income
 - (c) Statement of Assistance from members receiving Ontario Works or ODSP
 - (d) Changes to status in Canada

Net Income

24. Housing providers must verify the net income of all members of the household excluding the income of full-time students. A person's annual tax-based income is verified using one of the following:
 - (a) Proof of Income Statements or Notice of Assessment (NOA) from their previous tax year, if the annual RGI review is conducted between July and December
 - (b) Proof of Income Statements or Notice of Assessment (NOA) from the tax year preceding the previous tax year, if the annual RGI review is conducted between January and June
25. The Proof of Income Statements or NOA is required for the primary tenant/co-op member and their spouse, even if they have no income to declare.
26. If the tax-based net income does not accurately reflect the current average income amount or the income tax information is not available, the RGI tenant or co-op member must also provide a notice or statement of income from each employer or organization providing income. The documentation:
 - (a) Must provide sufficient information to allow for an annualized approximation of the net income that is anticipated to be received over the 12-month period following the RGI review
 - (b) May include one or more statements or pay stubs at the discretion of the housing provider

Full-time Student Status

27. RGI tenants and co-op members must provide verification of school enrolment for full-time students over the age of 16 years, including themselves, their spouses, and other members of the household with income.
28. Students may provide a letter from the school registrar or a copy of Ontario Student Assistance Program (OSAP) statement to verify their full-time attendance. Verification should clearly state that the student is enrolled full-time and taking at least 60 per cent of a full course load, or 40 per cent if the student has a disability.

29. The following students are not required to provide verification of school enrollment:
 - (a) Students under the age of 16
 - (b) Students who are dependents over the age of 18 years who have no income or only income that would not otherwise be included in the RGI calculation (e.g., OSAP, student awards, child support, child tax benefit)
 - (c) Part-time or occasional students

Statement of Assistance from Ontario Works or ODSP

30. Housing providers must verify the number of people included in an Ontario Works or ODSP benefit unit, as well as the current monthly net amount of social assistance. The net social assistance payment is the amount received after deductions (e.g., income deductions, overpayment deductions).
31. The monthly Ontario Works or ODSP Statement of Assistance is the standard for the verification of net social assistance income and the composition of the benefit unit.
32. Where the Statement of Assistance is not available, the RGI tenant or co-op member may provide a letter from the Ontario Works or ODSP office setting out the current net social assistance amount and the number of people in the benefit unit. Housing providers may also contact the Housing Services Division for assistance in verifying social assistance information.

Status in Canada

33. Status in Canada is verified at move-in. If the person is a Canadian citizen or a permanent resident, their status in Canada does not need to be re-verified at an annual review.
34. If a member of the household is an applicant for permanent residence or a refugee claimant, they must provide a current verification of status from Immigration, Refugees and Citizenship Canada (IRCC) at each annual review until permanent residence is granted or denied. Housing providers may request updates between annual RGI reviews at their discretion.

Waivers

35. A housing provider will waive the requirement that an RGI tenant or co-op member submit information, documents if the housing provider is satisfied that:
 - (a) The RGI tenant or co-op member is unable to do so
 - (b) It is inappropriate in the circumstances to require an RGI tenant of an alternative housing provider to do so
 - (c) The RGI tenant or co-op member's personal safety may be at risk in doing so

If information, documents or forms are waived at annual RGI review, the reasons must be clearly documented on the RGI tenant or co-op member's file. Housing providers are encouraged to consult the Housing Services Division if they are considering a waiver.

Timing of Reviews

36. Housing providers may conduct a tenant or co-op member's annual RGI review in the month of the anniversary of move-in or they may review all tenants or co-op members at the same property in the same month each year.
37. Housing providers who conduct annual RGI reviews in the same month for all tenants or co-op members may defer the first annual review for tenants or co-op members who moved in less than 6 months prior to the next scheduled annual review month.

38. Housing providers should send out annual review requests no more than 60 days prior to the first day of the scheduled month of review.
39. Annual reviews should be completed without delay after required documentation is received. The review is completed when the notice of RGI change or notice of RGI ineligibility is sent to the tenant or co-op member. Regardless of the effect date of the change or ineligibility.

Biennial Reviews

40. Housing providers may opt to complete biennial RGI reviews (every other year) for senior tenants and co-op members (over the age of 65) who meet all the following criteria:
 - (a) They are unemployed
 - (b) They have no dependents
 - (c) They receive only fixed income
 - (d) They receive Old Age Security (OAS) or the Guaranteed Income Supplement (GIS)
41. In the year in which a full annual RGI review is not conducted, the housing provider will automatically increase the RGI and notify the tenant or co-op member of the increase. Completion of an annual review with the accompanying supporting documentation is not required.
42. The automatic biennial increase in RGI is equivalent to 30 per cent of the monthly increase in OAS and GIS since the last annual RGI review.

Effective Dates of RGI Changes

43. An RGI increase or decrease as a result of an annual RGI review comes into effect on the first day of the month following the review.
44. Tenants or co-op members who become ineligible for RGI at an annual RGI review will be increased to the market rent or housing charge for their unit on the first day of the month following 90 days from the date of the notice of RGI ineligibility.
45. Housing providers should implement RGI changes resulting from the annual RGI review without delay.

Retroactive RGI Changes

46. If an RGI tenant or co-op member declares a change in income at annual RGI review that should have been declared prior to the annual review, the change may be implemented as if it had been declared in-year. This may occur when:
 - (a) A new household member moves in with income
 - (b) A household member ceases to be a full-time student and that person also has ongoing income that had previously been excluded from RGI due to their student status for at least 6 months
 - (c) A household member has had their income taxes reassessed and the change in net income is material
47. RGI decreases are not implemented retroactively if the change is not reported until the household's annual RGI review.
48. If the resulting increase in RGI is not material, it is not implemented retroactively (e.g., the RGI increase is less than \$10)

RGI Ineligibility

49. Tenants and co-op members who fail to return their annual review documents before the required date are ineligible for RGI. Housing providers must issue notice of RGI ineligibility, noting the household's rent or housing charge will increase to the market rate on the first day of the month following 90 days from the date of the notice.
50. Housing providers may make an additional request for the information prior to serving notice of RGI ineligibility, but should not unreasonably delay notice of RGI ineligibility if the documentation is not returned.
51. Housing providers may reinstate RGI eligibility if the annual review documents are returned prior to the increase to the market rent or housing charge.

Modified Units

52. Housing providers must review eligibility for a modified unit at the time of the annual RGI review. Medical verification of the need for a modified unit is only required if the housing provider has reason to believe the person who requires the modifications no longer needs them.
53. Market rate tenants and co-op members living in modified units are not required to complete an annual review. Housing providers must still review eligibility for the modified unit annually and request supporting verification as required.

Notices

54. The Housing Services Act (HSA) requires written notice of RGI and modified housing-related decisions and changes, including the right of appeal. All notices of decision must be issued to RGI and modified housing tenants or co-op members within 7 days of making the decision.
55. From time to time, housing providers may also give other types of written notice, such as:
 - (a) RGI changes
 - (b) RGI ineligibility
 - (c) Requests for information
 - (d) Overhoused
 - (e) Pursuit of Income
 - (f) Maximum rent and 24-month rule

Communication should be clear and specify the due date for the requested information or action.

Section 11

Deferral or Forgiveness of Geared-to-Income Rent

Deferral or Forgiveness

1. A housing provider may defer or forgive all or part of the rent payable by the household with the prior written consent of the service manager.

Rules Guiding Deferral or Forgiveness Decisions

2. A housing provider's decision regarding any deferral or forgiveness of rent shall be made in accordance with the rules made by the service manager.

Rent Deferral in Dual Rent Circumstances

3. “Dual rent circumstance” means a circumstance where a household has been offered a rent-geared-to-income unit and if the household accepts the offer, the household will be required to pay rent at their current accommodation and for the rent-geared- to-income unit being offered for the same time period.
4. Subject to Section 11 – Deferral or Forgiveness of Geared-to-Income Rent, paragraphs 1, 2 and 5, a housing provider may offer a household a rent- geared-to-income unit, hold the unit vacant and defer rent payable to enable the household to give proper notice to vacate to their existing landlord and avoid a dual rent circumstance under the following conditions;
 - (a) the household verifies to the satisfaction of the housing provider that the household will be in a dual rent circumstance, and;
 - (b) the household does not occupy the rent-geared-to-income unit during the period the unit is being held vacant and rent is deferred, and;
 - (c) the housing provider shall not hold the unit vacant and defer rent for more than a two full calendar month period after the offer has been made to the household.

Rent Forgiveness

5. A housing provider may forgive an amount of rent payable by a household, with the prior written consent of the service manager, under the following conditions:
 - (a) where, in the opinion of the housing provider, a household did not provide sufficient verification of total household income to enable the housing provider to appropriately determine the household’s geared-to-income rent payable and as a result:
 - (i) the household’s rent payable was increased to the market rent amount, and;
 - (ii)the household, in the opinion of the housing provider, subsequently provided sufficient verification of total household income and;
 - (iii)the housing provider determines it is appropriate to retroactively adjust the rent payable to reconcile the household’s rental account and re-instate a rent- geared-to-income amount on a retroactive basis.
 - (b) where, in the opinion of the housing provider, a retroactive adjustment to the rent payable by a household is deemed necessary by the housing provider for reasons other than provided for in Section 11 – Deferral or Forgiveness of Geared-to-Income Rent, paragraph 5 subsection (a) above.
6. The amount of rent payable to be forgiven shall not exceed the amount required to implement retroactive adjustments referred to in this Section.
7. The housing provider may, with the prior written consent of the service manager, approve a rent deferral or forgiveness for reasons other than provided for in this Section 11 - Deferral or Forgiveness of Geared-to-Income Rent, if the housing provider is satisfied that there are adverse, exceptional and/or extenuating circumstances.
8. The housing provider must report the total number of households provided a rent deferral or rent forgiveness to the service manager in a form and manner set out by the service manager.
9. The housing provider shall retain rent deferral and rent forgiveness records relating to every eligible household for a period of at least five (5) years after the date the household last resided in a unit in the housing project.

Section 12

Conflict of Interest

1. A conflict of interest exists if any of the following situations occur:
 - (a) the personal or business interests of a director, officer, agent or employee of a housing provider are in conflict with the interests of the housing provider.
 - (b) a personal gain, benefit, advantage or privilege is directly or indirectly given to or received by a director, officer, agent or employee of the housing provider or a person related to one of them as a result of a decision by the housing provider.
2. A director, officer, agent or employee of the housing provider shall not enter into any situation, arrangement or agreement which results in a conflict of interest.
3. Directors, officers, agents and employees of the housing provider must notify the Chair of the Board of Directors of the housing provider of every potential or actual conflict of interest no later than the first meeting of the Board after the director, officer, agent or employee becomes aware that he or she has entered into a situation, arrangement or agreement that results in or may result in a conflict of interest.
4. The individual declaring the potential or actual conflict of interest shall not participate in, and must vacate, the part of the Board meeting when the topic which is the subject of the declaration of a potential or actual conflict of interest is discussed and concluded by the Board.
5. The Board of Directors shall consider the notice given under Section 12 – Conflict of Interest, paragraph 3 no later than the second meeting of the Board after the notice is given and consideration of the notice must be reflected in the minutes of the meeting.
6. The Chair of the Board shall notify the service manager in writing of the receipt of every notice under Section 12 – Conflict of Interest, paragraph 3 and the Board of Directors shall resolve every conflict of interest or potential conflict of interest to the satisfaction of the service manager.
7. Despite Section 12 – Conflict of Interest, paragraph 2, a director, officer, agent or employee or a person related to one of them may directly or indirectly receive a gain, benefit, advantage, privilege or remuneration from the housing provider if all of the following conditions are satisfied:
 - (a) a notice of the conflict of interest or potential conflict of interest is given in accordance with Section 12– Conflict of Interest, paragraph 3.
 - (b) the service manager agrees that there is no reasonable alternative for the housing provider other than entering into the situation, arrangement or agreement that results in or may result in the conflict of interest.
8. For the purposes of this Section, a person related to a director, officer, agent or employee includes a parent, spouse, child, household member, sibling, uncle, aunt, nephew, niece, mother-in-law, father-in-law, sister-in-law, brother-in-law or grandparent, or a person with whom the director, officer, agent or employee has a business relationship.

9. In this Section,
“child”, in relation to an individual, means a child of the individual born within or outside marriage (unless that child has been adopted by one or more other individuals in Ontario or according to the law of another jurisdiction), a child adopted by the individual in Ontario or according to the law of another jurisdiction, and a child whom the individual has demonstrated a settled intention to treat as a child of his or her family, but does not include a child placed in the individual’s home as a foster child for consideration by another person having lawful custody;

“parent”, in relation to an individual, means a natural parent of the individual (unless the individual has been adopted by one or more other persons in Ontario or according to the law of another jurisdiction), an adoptive parent of the individual who has adopted the individual in Ontario or according to the law of another jurisdiction, and a person who has demonstrated a settled intention to treat the individual as a child of his or her family, but does not include a person in whose home the individual has been placed as a foster child for consideration by another person having lawful custody;

“spouse”, in relation to a person, means,

- (a) an individual who, together with the person, has advised the housing provider that the individual and the person are spouses, or
- (b) an individual who is residing in the same dwelling place as the person, if the social and familial aspects of the relationship between the individual and the person amount to cohabitation and,
 - (i) the individual is providing financial support to the person,
 - (ii) the person is providing financial support to the individual, or
 - (iii) the individual and the person have a mutual agreement or arrangement regarding their financial affairs.

10. No person is eligible to become a Board Member or Director of the housing provider if he or she or a current member of the household:

- (a) owes, with respect to a previous tenancy in any housing project under any transferred housing program or with respect to the current tenancy or occupancy,
 - (i) arrears of rent or occupancy charge;
 - (ii) an amount for damage caused by a current member of the household; or
 - (iii) any other charges or fees that applicable governing legislation permits a housing provider to charge; or
- (b) is in breach of the housing provider’s agreement, bylaw or policies governing the person’s tenancy or occupancy or is in breach of any applicable legislation governing the tenancy or occupancy.

11. A Board Member or Director of the housing provider cannot participate in any meetings or activities of the Board of Directors if he or she or a current member of the household:

- (a) owes, with respect to the current tenancy or occupancy,
 - (i) arrears of rent or occupancy charge;
 - (ii) an amount for damage caused by a current member of the household; or
 - (iii) any other charges or fees that applicable governing legislation permits a housing provider to charge; or
- (b) is in breach of the housing provider’s agreement, bylaw or policies governing the person’s tenancy or occupancy or is in breach of any applicable legislation governing the tenancy or occupancy.

12. A Board Member or Director of the housing provider is deemed to have resigned from their position on the Board, effective immediately, if:

- (a) all monies owed (by the Board Member or Director or current member of the household) to the housing provider are not paid in full within 90 days of the date the monies were first owed; or
- (b) a breach (by the Board Member or Director or current member of the household) of the housing provider's agreement, bylaw or policies governing the person's tenancy or occupancy or any applicable legislation governing the tenancy or occupancy is not corrected within 90 days of the date the breach first occurred.

13. In the case of a deemed resignation, pursuant to Section 12 – Conflict of Interest paragraph 12, the housing provider will take all reasonable steps to replace the person on the Board.

14. In the event this section conflicts with a housing provider's Bylaw or policy then this section shall prevail.

Replacement of conflict of interest rules

15. The provisions set out in this Section 12 – Conflict of Interest, paragraphs 1 through 14 may be amended, altered or substituted by rules agreed to in writing, in advance, by the housing provider and the service manager.

Minimum Number of Board Meetings Per Year

16. Every housing provider shall ensure that it is a non-profit corporation or a non-profit co-operative corporation in good standing under one of the following statutes and shall ensure that it continues to be in good standing as long as it is subject to the Housing Services Act.

- (a) *Business Corporations Act.*
- (b) *Corporations Act.*
- (c) *Co-operative Corporations Act.*
- (d) *Canada Business Corporations Act.*

17. The Board of Directors of a housing provider shall meet at least four times each year and complete an Annual General Meeting within six months of the organization's fiscal year-end.

Expenses, Meetings and Remuneration, Directors

18. A housing provider shall not pay remuneration to a director other than amounts to reimburse the director for reasonable expenses incurred in the performance of the director's duties as a director.

19. A housing provider may employ a director if,

- (a) the director resides in the housing provider's housing project and is employed by the housing provider on a part-time or temporary basis; or

- (b) the director does not reside in the housing provider's housing project and is employed by the housing provider to carry out functions of a non-supervisory and non-managerial nature and the housing provider has,
 - (i) five or fewer directors and no other director is employed by the housing provider to carry out the same functions, or
 - (ii) more than five directors and not more than one-fifth of the directors are employed by the housing provider to carry out the same functions.
- 20. Despite Section 12 – Expenses, Meetings and Remuneration, Directors, paragraph 18, a housing provider may pay reasonable remuneration to a director employed in accordance with Section 12 – Expenses, Meetings and Remuneration, Directors, paragraph 19 in respect of his or her employment functions.
- 21. With respect to Board meetings and activities, a housing provider shall not pay for the cost of dinners, meals, food, snacks, alcoholic and non-alcoholic drinks and other such similar costs.

Property Management Contracts, Services, Procurement

- 22. A housing provider shall establish and follow open and competitive practices in hiring its employees, subject to the provisions of any collective bargaining agreement to which the housing provider is a party, and in retaining persons to provide property management services for its housing projects.
- 23. A contract for property management services for a housing project must be in writing and must satisfy the following requirements:
 - (a) the term of the contract must not exceed three years.
 - (b) the contract must not be renewable.
 - (c) the contract must be capable of termination by the housing provider on 60 days written notice any time during the term of the contract and on 30 days written notice if the termination is for breach of the contract, unless the parties to the contract agree to shorter notice periods.
 - (d) the contract must specifically identify and describe the nature of the goods and services provided under the contract and the consideration to be paid by the housing provider.
 - (e) the contract must be non-assignable.
- 24. Every corporation providing management services for a housing project shall give notice to the housing provider of the housing project of any change in control of the corporation.
- 25. A housing provider is not required to follow open and competitive practices in retaining persons to provide property management services if the service manager is satisfied that open and competitive practices are not appropriate in the circumstances in order for the housing provider to obtain a reasonable level of property management services at a reasonable cost.

Leases and Occupancy Agreements – Requirements

26. Every housing provider and every household that rents or occupies a rent-gear-to- income unit in the housing provider’s housing project shall enter into a lease or, in the case of a co-operative housing unit, an occupancy agreement that meets the following requirements:
- (a) in the case of a lease, the term of the lease must not exceed one year.
 - (b) the lease or agreement must specify the amount of rent that would be payable if the unit were a market unit, the amount of geared-to-income rent payable for one month by the household as determined by the service manager, and all other charges that the housing provider may impose under this Regulation or the *Residential Tenancies Act, 2006* and its successor legislation.
 - (c) the lease or agreement must,
 - (i) restrict the occupancy of the unit to the members of the household at the time the lease or agreement is entered into and any additional persons whose occupation of the unit is agreed to subsequently by the housing provider,
 - (ii) require the household to advise the housing provider of any persons who cease to occupy the unit or commence to occupy the unit after the lease or agreement is executed, and
 - (iii) prohibit the assignment of the lease or the agreement, as the case may be, and prohibit the household from renting or subletting the unit to any person.
 - (d) the lease or agreement must provide that the amount of the geared-to-income rent payable by the household for the unit is subject to change if the household’s financial circumstances change to such an extent that the service manager determines that the amount of the geared-to-income rent payable by the household should change or that the household is no longer eligible for rent-gear-to-income assistance.
 - (e) the lease or agreement must be executed by every individual,
 - (i) whose income is taken into consideration in determining the amount of rent payable by the household, or
 - (ii) who is a member of the household and at least 16 years of age, if the service manager so requires.
27. A housing provider shall ensure that the household residing in a rent-gear-to-income unit complies with the requirements described in Section 12 – Lease and Occupancy Agreements, paragraph 26 subsection (c) (i) through (iii).
28. A housing provider shall establish rules for the temporary accommodation of guests in its rent-gear-to-income units and shall provide a copy of the rules in either written or electronic format to the service manager and to the households residing in the housing provider’s project.

Section 13

Review of Certain Decisions

1. The following RGI decisions are eligible for further review:
 - (a) about the amount of geared-to-income rent that has been calculated and determined payable:
 - (b) is not eligible for rent-gear-to income assistance
 - (c) is not eligible for Priority I – Special Priority status
 - (d) is not eligible for Priority II status
 - (e) is not eligible for special needs housing
 - (f) is not eligible for a specific number of bedrooms or certain type of unit

2. Housing providers must ensure notices of decisions relating to one or more of the decisions noted within Section 13 – Review of Certain Decisions 1 (a)-(f) include the following:
 - (a) a statement of the right to appeal,
 - (b) the process to appeal to the housing provider,
 - (c) the process to appeal to the Housing Services Review Committee and
 - (d) information on how to access the Housing Services Request for Review form.

Two Review Committee Systems

3. There are two review committee systems in the Windsor Essex Service Area namely, the
 - (a) Windsor Essex Community Housing Corporation (CHC) Internal Review Committee and
 - (b) Housing Services Review Committee
4. The role of the Windsor Essex Community Housing Corporation Internal Review Committee is to conduct an administrative review of decisions eligible for review under the Housing Services Act only for tenants in receipt of a rent subsidy from the Windsor Essex Community Housing Corporation, including tenants in receipt of a rent supplement or housing allowance from CHC and including qualifying applicants where CHC exercised its right to refuse to offer a subsidized unit. Information regarding the Windsor Essex Community Housing Corporation Review Committee is posted on their website at www.wechc.com. Households receiving a rent subsidy from the Windsor Essex Community Housing Corporation (CHC) are required to submit their Request for Review directly to the Windsor Essex Community Housing Corporation.
5. The role of the Housing Services Review Committee is to conduct an administrative review of decisions eligible for review under the Housing Services Act and related Regulations for applicants of the Central Housing Registry and for tenants in receipt of a rent subsidy from other social housing providers and certain rent supplement or housing allowance programs in the Windsor Essex Service Area.
6. All reviews are internal administrative reviews and are governed by the Housing Services Act and Rules of Practice. Review decisions are final.

Appendix A – Excluded Assets

The following types of assets are not included when determining the total assets of the household:

Employment assets

- tools of the trade essential for continued employment
- business assets necessary for the operation of a business, up to a maximum of \$20,000 per member and \$20,000 per business

Compensation payments

- an amount received as damages or compensation for:
 - pain and suffering due to the injury or death of a household member
 - expenses reasonably incurred as a result of the injury or death of a household member
- a government compensation payment received under any of the following schemes:
 - Helpline Reconciliation Model Agreement
 - Multi-Provincial/Territorial Assistance Program Agreement
 - Grandview Agreement
 - Ontario Hepatitis C Assistance Plan
 - 1986-1990 Hepatitis C Settlement Agreement
 - Walkerton Compensation Plan
 - compensation for sterilization from the Government of Alberta
 - Extraordinary Assistance Plan (Canada)

Disability related funds

- the value up to a maximum of \$100,000 of the beneficial interest in trust of a member of the household who has a disability, if the capital of the trust was derived from an inheritance or the proceeds of a life insurance policy
- the value of funds held in a Registered Disability Savings Plan (RDSP), if the beneficiary of the plan is a member of the household
- the proceeds of the loan taken against a life insurance policy for disability related items or services

Educational assets

- that portion of a payment to be used for a member's post-secondary education that is received under the Ministry of Community and Social Services Act for the successful participation in a program of activities that assists with the successful completion of a high school diploma, the development of employment-related skills and the further development of parenting skills
- Registered Education Savings Plan (RESP) for a child of a member of the household

Retirement investments and savings

- the value of funds held by a member of the household in a:
 - Registered Retirement Savings Plan (RRSP)
 - Registered Retirement Income Fund (RRIF)
 - Locked-in Retirement Account (LIRA)
 - Life Income Fund (LIF) or Locked-in Retirement Income Fund (LRIF)
- a life or survivor annuity

Personal possessions

- clothing, jewellery or other personal effects
- furnishings, appliances, decorative and artistic items within the accommodation of the household; excluding anything used primarily for the operation of a business

Vehicles

- motor vehicles that are not used primarily for the operation of a business, to a limit of one vehicle per household member of driving age

Other

- prepaid funeral
- cash surrender value of a life insurance policy up to \$100,000 for the household
- saving initiatives/programs with contributions from the Service Manager

Appendix B – Asset Self-Declaration Form

For Rent Geared-to-Income (RGI) Eligibility (as per City of Windsor, Housing Services - Local Housing Directive 2023-3 – Asset Limits)

Asset Limits:

Total eligible assets must not total more than \$100,000 per single person household or \$150,000 per family/benefit unit of two or more. Assets must be declared for every member of the household who is 16 years of age or older with the exception of dependent children under the age of 18 and attending primary or secondary school.

Income-Producing Assets:

If the asset produces a regular income, that income must be included in the RGI calculation (e.g., annuities, GICs, bonds, interest from bank accounts, dividends from equities). This does not include any increase in value of the asset, only regular income provided by the asset.

Include Canadian and foreign:		Do not include:	
<ul style="list-style-type: none"> Chequing and savings accounts Investment accounts (do not include RRSP, RDSP, RRIF and RESP) Annuities (income-producing) Guaranteed Investment Certificate (income-producing) Real estate (including residential, rental, commercial, recreational properties, farms and vacant land) (Note that residential properties suitable for year-round occupancy must be disposed of within 6 months from the start of the RGI tenancy) On-road vehicles if greater than one per household member of driving age Recreational vehicles (e.g., campers, trailers, all-terrain vehicles, off-road motorbikes, etc.) Boats Precious metals, not including jewelry or decorative items e.g., gold bars Other assets that are not exempt 		<ul style="list-style-type: none"> Compensation plans as prescribed in Appendix A On-road motor vehicles if equal or less than one per household member of driving age Clothing, jewelry and other personal effects Furnishings in the accommodation including decorative or artistic items Tools of a trade Business assets Prepaid funerals Registered Retirement Savings Plans (RRSP) Registered Education Savings Plan (RESP) Registered Disability Savings Plan (RDSP) Cash surrender value of a life insurance policy Loan taken against a life insurance policy used for disability-related items/services Employment assistance under Ontario Works to be used for post-secondary education Trust of a member of the household who has a disability, derived from an inheritance or from a life insurance policy Saving initiatives/programs with contributions from the Service Manager 	
Household Member	Asset (see list of included and excluded assets above)	Value/Balance	Income Producing Amount
	TOTAL:		

The Service Manager/housing provider may request additional documentation to verify this self-declaration.

I/We attest that the information provided above is true and accurate as of this date.

Tenant Name <small>(All tenants over 16 years old unless attending primary or secondary school. Please print.)</small>	Tenant Signature	Date