



Appendix X – Rental Arrears Recovery Agreement

If applicable,

CMHC Phase #: _____

Account #: _____

THIS RENTAL ARREARS RECOVERY AGREEMENT	
BETWEEN:	
THE LITTLE SHUSWAP LAKE INDIAN BAND (aka "LSLIB"),	
(HEREINAFTER CALLED THE "CREDITOR")	
as represented by the following authorized agent:	
Residential Property Manager	First _____ Last _____
(HEREINAFTER CALLED THE "LSLIB REPRESENTATIVE" A.K.A. THE "CREDITOR")	
AND,	
Name	First _____ Middle Initial _____ Last _____
(HEREINAFTER CALLED THE "DEBTOR")	

DEBTOR ARREARS PROFILE

AS OF the ____ day of _____, 20____, the total amounts payable to the CREDITOR are as follows:	
Current Rental Arrears Owed	
Historical Rental Arrears Owed	
Other Housing Related-Arrears Owed	
Total Housing Arrears Owed to the Band	
Minimum Arrears Payable per Month	
Non-Housing Arrears (Excluded)	



MINIMUM ARREARS PAYABLE

Minimum Arrears Payable Schedule

- \$50 per month for a Tenant with Arrears of equal to or less than \$2,000.
- \$75 per month for a Tenant with Arrears of between \$2,000.01 and \$5,000.
- \$100 per month for a Tenant with Arrears of between \$5,000.01 and \$10,000.
- \$125 per month for a Tenant with Arrears of between \$10,000.01 and \$20,000.
- \$150 per month for a Tenant with Arrears of between \$20,000.01 and \$30,000.
- \$175 per month for a Tenant with Arrears of between \$30,000.01 and \$40,000.
- \$200 per month for a Tenant with Arrears of between \$40,000.01 and \$50,000.
- \$250 per month for a Tenant with Arrears greater than \$50,000.01.

DEBTOR COVENANTS

1. The Debtor will pay \$_____ as a Minimum Arrears Payable on a month-to-month basis over and above any rent or other amounts that may be payable to the Creditor on a month-to-month basis.
2. First payment will begin on the ____ day of _____, 20____, and will commence until all arrears are paid in full.
3. Nothing in this agreement shall be construed as preventing or restricting the Debtor from paying over and above the Minimum Arrears Payable or paying the debt in full at any time.
4. Any Non-Housing Arrears:
 - a. Are owed separately,
 - b. Will not lead to an eviction of an existing tenant, and,
 - c. Will not be included in calculating the Minimum Arrears Payable owed.
5. The Creditor reserves the right to use any legal and necessary means of collecting non-housing arrears.
6. The Creditor reserves the right to apply any prospective interest rates on any arrears owed at a reasonable rate of interest as accepted by comparable debt.
7. The Debtor understands and acknowledges that any amount paid to the Creditor is applied to the current month's rent payable first before being applied to any arrears owed.
8. The Debtor understands and acknowledges that any amount paid to the Creditor that is over and above the current month's rent payable will be applied to any outstanding current arrears owed to the Debtor.
9. The Debtor understands and acknowledges that the LSLIB policy states that any current rental arrears greater than two (2) months will result in the tenant receiving a fifteen (15) day notice of eviction.
10. The Debtor understands and acknowledges that the LSLIB policy states that no more than two Rental Arrears Recovery Agreements will be agreed to by the LSLIB Housing Department and that a second Rental Arrears Recovery Agreement will result in a ten dollar (\$10) administration fee per month for the balance of the debt.



11. The Debtor understands and acknowledges that the LSLIB policy states that a Tenant shall only be permitted a Rental Arrears Recovery Agreement if the tenant has not previously breached a Rental Arrears Repayment Agreement in the previous 12 months.
12. Failure to receive a statement of account balance from the Creditor does not preclude the responsibility of the Debtor to pay the Minimum Arrears Payable.

CREDITOR COVENANTS

13. The Creditor shall send a statement of account balance on a monthly basis or as deemed by the LSLIB Housing Policy and to be consistent with any other policies passed in the future. Statements will be sent until the debtor's account reaches an exact balance of zero dollars (\$0).
14. The Creditor shall use any means reasonably necessary and as permitted by law to collect debts owed on the LSLIB accounts receivable or any of its subsidiaries or special purpose entities that may be created in the future.

DEFAULT COVENANTS FOR EXISTING TENANTS

15. The Debtor will receive two warning notices to pay any arrears owed as per an Arrears Recovery Agreement before receiving a third and final eviction notice requiring them to vacate the premises within fifteen (15) days from the date the notice is issued.
16. Any tenant forced to vacate due to the procedures as set out in LSLIB Housing Policy will not be considered for future tenancy until the Tenant has repaid any prior debt/arrears owed to the LSLIB in full.
17. Any debtor who is also an existing tenant of an LSLIB rental unit may continue to occupy and possess their rental unit as long as the debtor complies with the terms, conditions, and restrictions set out:
 - a. In this agreement,
 - b. In the tenancy agreement executed with the LSLIB, and,
 - c. The LSLIB Housing Policy.

DEBTOR CONTACT INFORMATION

Name	First	Middle Initial	Last
Date of Agreement		Expiry Date	
Primary Phone Number		Business/Work Phone Number	
Cell Number		E-mail Address	
Street Address			



City/Province		Postal Code	
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SIGNATURE

I, _____, hereby acknowledge and understand the terms and conditions and covenants that I have read herein and agree fully to all aspects of this rental arrears recovery agreement.

_____ Tenant's Signature	_____ LSLIB Representative
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IN WITNESS whereof this agreement has been executed by the parties here to on the ____ day of _____, 20____.