

LEASE AGREEMENT

This Lease made in duplicate, on the date below written.

Between:

**Community Housing Department
Community and Social Services Division
United Counties of Leeds & Grenville**
(the "Landlord")

- and -

(The Tenants)

(All "household members" who are 16 years of age or more)

Attachments: Rent Subsidy Schedules

1. For those Households, which are eligible for and have been assigned a Rent Subsidy, the definitions and requirements set out in Schedules "A", "B", "C", attached, form part of this Lease.

Legislative Governance

2. In addition to the specific requirements and obligations contained within this document, it is understood that; as this building was developed under a prescribed government funding program, there are some special rules and rights under the Tenant Protection Act (TPA).

Leased Premises

3. In exchange for the rents, agreements and obligations contained in this Lease, and of the facts stated by the Tenant in the Application for Rental Accommodation, the Landlord leases the Tenant the following premises, (the "Leased Premises"):

Suite, Apartment or Housing Unit No. #: _____
situated at : _____
and being in the : _____

Term

4. The term of this Lease shall be one month , commencing on the first day of JUNE, 2003 , and terminating on the last day of _____ , 200 .

Overholding

5. In the event the Tenant remains in occupation of the Leased Premises after the expiration of the Term, and until a new lease is presented by the Landlord to the Tenant for signature, the Tenant shall be deemed to be a tenant from month to month. **The terms and conditions contained in this Lease shall continue to have effect, except that the Rent required to be paid by the Tenant may be changed from time to time by the Landlord, upon such notice to the Tenant as may be required by law.**

Waiver

6. If, for any reason the Landlord is not able to give possession of the Unit on the date the Tenant is entitled to have possession, the Landlord shall not be subject to any liability for failure to give possession and shall give possession as soon as the Landlord is able to do so. The rent shall not be charged until the Landlord offers possession of the Unit to the Tenant.

Unit Market Rent

7. *The monthly Market Rent, as of the first day of the initial term is:*

| | | |
|----------------------------|-------------------------|-------|
| <i>Monthly Market Rent</i> | | |
| <i>Amenities/Services:</i> | <i>Parking</i> | _____ |
| | <i>Air Conditioning</i> | _____ |
| | <i>Other</i> | _____ |
| | | _____ |

Total Monthly Market Rent

Prorated Rent For Partial Month

8. A Tenant taking possession of a unit prior to the Lease starting date will be required to pay a pro-rated amount based upon the monthly rent. Therefore, since you are taking possession of the unit on the 12th day of May 2003, to the 31st day of May 2003, rent charged for this period will be in the amount of \$ _____ .

Services Provided by the Landlord

9. The Landlord shall supply the following services and appliances:

| | | | | | |
|--------|------------|----------------|------------|---------------|------------|
| Fridge | <u>Yes</u> | Stove | <u>Yes</u> | Cooking Power | <u>Yes</u> |
| Heat | <u>Yes</u> | Hydro | <u>Yes</u> | Hot Water | <u>Yes</u> |
| Water | <u>Yes</u> | Lighting Power | <u>Yes</u> | Other | |

Services Provided by the Tenant

10. The Tenant must arrange, supply to the unit and pay for all expenses, charges, services and appliances which are not included in the monthly rent.

Tenant's Obligations

11. The Tenant promises the following:

- Rent** 11.1 The Tenant shall pay the Rent to the Landlord, in the manner set out in paragraph 6, without any deduction, unless; it is determined that the household is eligible for and has been assigned a rent subsidy as defined within the Social Housing Reform Act, 2000. If a rent subsidy is assigned to the household, rent will be paid in the manner set out in Schedule “A”, Section “2”, until such time that the household ceases to be eligible for rent subsidy. At such time that the Rent Subsidy is terminated the Total Monthly Rent will be payable.
- Utility and Service Charges** 11.2 The Tenant shall pay all utility and service charges for which they are responsible. .
Note: As utilities may relate to certain health and safety matters, they must be maintained in active service at all times. Allowing utility services to lapse may result in the Landlord taking steps to terminate the tenancy agreement for health and safety reasons.
- Occupation of Premises** 11.3 Persons listed in this section are Occupants and not Tenants. Their occupancy rights end when the Tenancy is terminated. The Tenant shall use and occupy the Leased Premises only as a private residence for occupation by the Tenant and the following persons:
- | Name | Relationship to Tenant |
|------|------------------------|
| NONE | |
- (NOTE: List all household occupants who are under 16 years of age at the time of signing this lease).
- Cleanliness** 11.4 The Tenant is responsible for ordinary cleanliness of the Leased Premises and shall notify the Landlord immediately of the presence of household pests in the Leased Premises or the Residential Complex.
- Notification of Need for Repairs** 11.5 The Tenant shall notify the Landlord immediately of any items in the Leased Premises in need of repair.
- Repair of Damage** 11.6 The Tenant shall be responsible for the repair of any damage caused by the wilful or negligent conduct of the Tenant or other occupants of the Leased Premises, or persons who are permitted in the Residential Complex by the Tenant. Repairs, for which the Tenant is responsible, may be made by the Landlord and shall be charged to the Tenant or may be made by the Tenant, with the prior written approval of the Landlord.
- Repair of Damage Upon Move-out** 11.7 At such time that the tenant vacates the unit, for whatever reason, the unit must be left in the same condition as it was in, at the time that the tenancy commenced, other than normal wear-and-tear. Any and all damage, other than normal wear-and-tear, will be repaired by the Landlord at the expense of the outgoing Tenant
- Alterations** 11.8 The Tenant shall not make any alterations to or decorate the Leased Premises or alter the equipment or install fixtures in the Leased Premises, ("alterations"), without the prior written approval of the Landlord. If the Tenant makes any alterations, without the approval of the Landlord, the Landlord may do all the work necessary to restore the Leased Premises to the condition they were in before the alterations had been made by the Tenant and may charge the Tenant the entire cost of the restorations. If the Tenant makes any alterations, with the approval of the Landlord, prior to vacating the Leased Premises, the Tenant shall restore the Leased Premises to the condition they were in before the alterations had been made by the Tenant. Any restoration required under this paragraph shall meet the health, safety and other standards required by law and shall conform in type and quality of workmanship and materials to those which exist in the rest of the Residential Complex. If the Tenant fails to restore the Leased Premises, the Landlord may do all the restoration work and may charge the Tenant the entire cost of the restorations.
- Fixtures / Alterations** 11.9 If the Tenant makes alterations to the unit, with the written consent of the Landlord, and such alterations meet health, safety and other standards required by law and conform in type and quality of workmanship and materials to those which exist in the Residential Complex, the Landlord may decide to leave such fixtures in place. Upon the Tenant vacating the unit, all such alterations shall become the property of the Landlord, without payment of compensation to the Tenant.
- Inspections** 11.10 The Tenant shall permit the Landlord and persons having authority from the Landlord, on twenty-four (24) hours prior written notice, to enter the Leased Premises for the purposes of inspecting the condition of the Leased Premises and doing any necessary work, and for the purposes of determining the Tenant’s continued qualification for public housing. The entry is to be made only between the hours of 8 am and 8 pm, or at other times consented to by the Tenant. In cases of emergency, of which the Landlord shall be the sole judge, the Landlord may immediately enter the Leased Premises, at any time, without notice.
- Noise or Other Disturbances** 11.11 The Tenant, other occupants of the Leased Premises, or persons who are permitted in the Residential Complex by the Tenant, shall not make, permit or allow any improper noise to be made in or about the Leased Premises, or do anything which may disturb or interfere with the rights, privileges or interests of other tenants.
- Fire Hazards** 11.12 The Tenant shall not allow any activity or permit any condition to exist in the Leased Premises that

may create a fire hazard.

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| Parking | 11.13 | The Tenant shall not have any right to use the parking facilities, except as permitted by the Landlord. The Landlord may, upon the written request of the Tenant and where parking space is available, permit the Tenant to park a properly licensed and roadworthy passenger vehicle or any other motor or recreational vehicle acceptable to the Landlord. The Landlord may issue a windshield sticker or any other means of identification that the Landlord may designate for each vehicle permitted to be parked and the Landlord may designate the space in which the vehicle is to be parked by the Tenant. The tenant must have a valid driver's permit. |
| Repair of Vehicles | 11.14 | The Tenant shall not repair any vehicle or allow any vehicle to be repaired at the Residential Complex, without the prior written approval of the Landlord. If the Tenant fails to obtain the prior written approval of the Landlord for the repair of a vehicle at the Residential Complex or fails to keep a vehicle in roadworthy condition and furnished with valid current license plates, the Landlord may immediately remove the vehicle from the Residential Complex. The Tenant shall pay the Landlord all costs incurred by the Landlord to remove and dispose of the vehicle. |
| Restrictions on Use of Leased Premises | 11.15 | The Tenant shall not carry on or permit to be carried on, any business, professional or commercial enterprise, in the Leased Premises, without the prior written approval of the Landlord. The Tenant shall not use or permit the Leased Premises to be used for any illegal purpose. |
| Subletting | 11.16 | The Tenant shall not assign the Lease and shall not rent or sublet all or any part of the Leased Premises. |
| Notice of Termination | 11.17 | The Tenant shall give the Landlord a minimum of sixty (60) days prior written notice of the intention to move out of the Leased Premises. The notice shall be effective on the last day of a month. When vacating the Leased Premises, the Tenant shall leave the premises and all equipment which belongs to the Landlord in a clean and good condition, consistent with its age and use. |
| Showing Premises | 11.18 | The Tenant shall permit the Landlord, after notice of termination of the tenancy has been given, to show the Leased Premises to any prospective tenant, between the hours of 8 am and 8 pm, without prior written notice, provided that before entering, the Landlord informs or makes a reasonable effort to inform the Tenant of the intention to do so. |
| Moving | 11.19 | The Tenant's personal property shall not be taken into or removed from the Leased Premises, except at a time and in a manner that has been approved by the Landlord. The Tenant shall reimburse the Landlord for all damages to the Leased Premises or the Residential Complex, caused by moving the Tenant's personal property into or out of the Leased Premises. |
| Keys | 11.20 | The Tenant shall be furnished with two (2) keys, (1) post office key & (1) automatic door opener to the Leased Premises and shall return all keys & door opener to the Landlord when vacating the Leased Premises. The tenant shall be responsible for all replacement costs incurred for the keys & opener that are not returned to the Landlord. |
| Pest Control | 11.21 | The Tenant's personal property shall be in a clean and sanitary condition, and shall be free from household pests. The Landlord may inspect the Tenant's personal property before it is moved into the Leased Premises, and may require the Tenant to have it treated at the Tenant's own expense and to the satisfaction of the Landlord, to ensure that household pests have been eliminated. The Landlord, between the hours of 8 am and 8 pm, shall have the right to enter the Leased Premises, upon giving twenty-four (24) hours prior written notice to the Tenant, to inspect the sanitary condition of the Leased Premises and the Tenant's personal property, and to perform, when necessary, in its opinion, and at the Tenant's expense, all appropriate pest control treatments required to eliminate household pests from the Leased Premises and the Residential Complex. |
| Halls | 11.22 | The sidewalks, passages, public halls, stairways, fire escapes and vestibules shall not be obstructed or used for any purpose other than gaining access to and from the Leased Premises. |
| Windows, Screens and Balconies | 11.23 | No articles of any description shall be hung from the windows, doors or balconies and nothing shall be placed on the exterior window sills or stored on the balconies. The Tenant shall not throw any article from a window or balcony or remove any window screen or pane, except for cleaning or repair purposes and any window screen or pane shall be replaced immediately after being cleaned or repaired. |
| Window Safety Stops | 11.24 | The Tenant shall not remove window safety stops. |
| Barbecuing | 11.25 | The Tenant shall not barbecue on the balcony or patio. |
| Wiring, Plumbing, Etc. | 11.26 | No additional heating units or electrical wiring shall be installed in the Leased Premises, without the prior written approval of the Landlord. The Tenant shall not overload the electrical circuits or use fuses in excess of fifteen (15) amperes in the lighting circuits or use the electrical, plumbing or gas |
| Apartment Building | 11.27 | All visitors are to use the intercom system if an intercom system is present. |

| | | | |
|----------------------------------|-------|---------|--|
| Security | | 11.27.1 | The Tenant will not allow access to the building to anyone who is not their guest, even if the person is someone that the Tenant knows |
| | | 11.27.2 | The Tenant shall, if any exit door is propped open, remove the prop and report the breach in security to the property management staff and/or security tenant. |
| Safety Equipment | 11.28 | | The Tenant shall not do anything which may be a fire, health or safety risk. |
| | | 11.28.1 | The Tenant shall not disconnect or tamper with any heat, smoke or carbon monoxide detectors, fire alarms, door closers, or any other safety equipment installed in the Leased Premises or Residential Complex by the Landlord. |
| | | 11.28.2 | The Tenant is responsible to check on a six month bases, the smoke detector(s) within their unit to ensure that they are in proper working order and must immediately submit to the Landlord, notice in writing, if a smoke detector is not working properly. |
| Vents | 11.29 | | Air-vents attached to steam radiators shall not be opened or tampered with by the Tenant, and radiator valves must be turned off tight or on full. |
| Water | 11.30 | | The Tenant shall not leave water running, unless it is being used. |
| Laundry Equipment | 11.31 | | Washing machines or clothes dryers shall not be installed in Leased Premises situated in an apartment building without the prior written consent of the Landlord. |
| Laundry Room | 11.32 | | The laundry facilities, if provided, are for the sole use of the tenants |
| | | 11.32.1 | The Tenant shall be responsible for cleaning out the washer and the lint trap of the dryer after every use. The Tenant shall leave the laundry room in a clean condition after use. The laundry room may be kept locked when not in use. |
| | | 11.32.2 | The Tenant is responsible to report any problems with the LAUNDRY EQUIPMENT to the Team Leader and/or the Security Tenant (if one is present) to ensure prompt repair. If the staff are not in the building, the Tenant agrees to place a "NOT IN SERVICE" note on the appliance:". |
| | | 11.32.2 | Problem occurs on the weekend, the Tenant shall wait until the first working day to submit a request for repair. |
| Air-Conditioners | 11.33 | | Air-conditioners shall not be used in Leased Premises, without the prior written approval of the Landlord. The Landlord may charge a fee for each air-conditioner used in the Leased Premises. |
| Antennae / Satellite Dish | 11.34 | | The Tenant shall not use any radio antenna, television antenna or satellite dish, located outside the Leased Premises, without the prior written approval of the Landlord. |
| Signs | 11.35 | | The Tenant shall not display any sign, advertisement or notice, in or about the Leased Premises, except for campaign posters during a Federal, Provincial or Municipal election without prior permission from the Landlord. |
| Garbage | 11.36 | | All garbage shall be disposed of as directed in the Resident's Guide or Resident's Handbook, or as otherwise directed by the Landlord. The Tenant shall not use the garbage chute for the disposal of aerosol cans, explosive or combustible materials or any burning materials. |
| Snow Removal | 11.37 | | The Tenant shall be responsible for the removal of ice and snow from the entrance walks and public sidewalks fronting or otherwise bordering on the Leased Premises, except where the Leased Premises are situated in an apartment building. |
| Lawns / Gardens | 11.38 | | The Tenant shall be responsible for maintaining, in good order and condition, any lawn or garden that forms part of the Leased Premises. |
| Swimming Pool | 11.39 | | Where the use of a swimming pool is provided in conjunction with the Leased Premises, the Tenant shall abide by the applicable regulations, which may be posted in the vicinity of the swimming pool or delivered or mailed to the Tenant. |
| | | | The tenant shall not use or erect a water wading pool with dimensions exceeding a diameter of six feet and a depth of six inches. If tenant chooses to erect or use a wading pool, the pool must be located in the tenant's fenced in backyard, the wading pool is to be emptied before sun down each night and not filled with water before 9:00 a.m. The tenant shall be responsible for the safety of the wading pool users at all times. |
| Trampoline | 11.40 | | No trampolines permitted. |
| Personal Property | 11.40 | | All personal property placed in the Leased Premises or in any part of the Residential |

Complex shall

11.40.1 be at the sole risk of the owner of the personal property. The Landlord shall not be responsible for any loss or damage to the personal property from any cause, other than through the negligent or wilful conduct of the Landlord.

11.40.2 not detract in any way from the general appearance of the residential property. If any item is determined by the Landlord to detract from the general appearance of the Residential Complex, the Landlord may request that such item(s) be removed at the Tenant's expense.

Insurance 11.41 The Tenant shall be responsible for obtaining, at his own expense, adequate insurance coverage against damage to the Leased Premises, loss of personal property and public liability. The tenant shall provide on an annual basis, written confirmation of the insurance coverage.

Respect 11.42 The Tenant shall respect the rights, privileges and interests of other tenants.

Landlord's Obligations

12. The Landlord promises the following:

Quiet Enjoyment 12.1 The Landlord shall not, at any time during the Tenant's occupancy of the Leased Premises and prior to the execution of an eviction order, substantially interfere with the Tenant's possession and reasonable enjoyment of the Leased Premises.

Services and Appliances 12.2 The Landlord shall provide the Tenant with the services and appliances listed in paragraph 8 and shall keep the appliances in proper working order, except where they have been damaged by the Tenant, other occupants of the Leased Premises, or persons who are permitted in the Residential Complex by the Tenant, in which case, the Tenant shall be responsible for the repairs.

Heat 12.3 If the Landlord is required by paragraph 8 to provide heat to the Leased Premises including any common areas, it shall provide heat up to a reasonable temperature, in accordance with applicable Municipal By-laws. If the Landlord is not required by paragraph 8 to provide heat, the Landlord shall provide a heating system sufficient to maintain a reasonable temperature, in accordance with applicable Municipal By-laws. The Landlord shall not be liable for a failure to comply with any of these obligations because of a breakdown of the heating system, the making of repairs to the heating system or any circumstances beyond the reasonable control of the Landlord. The Landlord shall make all repairs with reasonable diligence.

Repairs 12.4 The Landlord shall maintain the Leased Premises and the Residential Complex in a good state of repair and fit for habitation during the tenancy and shall comply with health, safety, housing and maintenance standards. Upon being notified by the Tenant that any items are in need of repair, the Landlord shall make any necessary repairs within a reasonable period of time. The Landlord shall not be held responsible for damages or personal discomfort resulting from a breakdown of the electrical, mechanical or heating systems or from any other matter which the Landlord, in exercising reasonable diligence, could not have known about or expected, or the cause for which is outside its reasonable control.

Access to Premises 12.5 The Landlord shall permit the Tenant, other occupants of the Leased Premises, or persons who are permitted in the Residential Complex by the Tenant, to enter the Leased Premises through the entrances to the building and through the lobbies, passageways, elevators and stairways leading to the Leased Premises.

Apartment Buildings 12.6 If the Leased Premises are situated in an apartment building, the Landlord shall provide janitorial services for the reasonable care and maintenance of the Residential Complex and shall provide reasonable facilities for garbage disposal.

Notice of Termination 12.7 The Landlord shall give, to the Tenant, a minimum of 90 days written notice, in advance, of the Landlord's intention to terminate the tenancy, unless the Notice is for "cause", as defined within the Tenant Protection Act and/or the Social Housing Reform Act, in which case the prescribed notice periods will apply.

General Terms

13. The Landlord and Tenant agree, as follows:

Statutes 13.1. The *Tenant Protection Act, 1997*, applies to this Lease.

13.2 The Social Housing Reform Act, 2000, applies to specified parts of this Lease when a Household is

Locks 13.3 The Landlord shall not alter the locking system on any door giving entry to the Leased Premises or the Residential Complex or cause the locking system to be altered during the Tenant's occupancy of the

NOTE : Rules and regulations included within this section of the Lease are mandatory requirements established by the Social Housing Reform Act, 2000 and relevant Ontario Regulations. This document forms part of the Lease and failure to comply with these requirements will be considered to be a breach of the Lease and may cause the Household to cease continued eligibility for rent subsidy and/or may cause the termination of the tenancy.

- Legislative Governance** 1. In addition to the specific requirements and obligations contained within this document it is understood that; as this building was developed under a prescribed government funding program, there are some special requirements, obligations and rights under the Tenant Protection Act (TPA) and the Social Housing Reform Act (SHRA) that apply to both the landlord and the tenant.
- RGI Rent Payable by eligible Household** 2. During such time that the Tenant qualifies for a Rent Subsidy, the Tenant shall pay to the Landlord at its Head Office or at any other place it may designate, the Total Monthly Rent (the "Rent") set out in this paragraph, in advance, on the first day of the month at the commencement of the Term:
- | | |
|---------------------------------------|----|
| Rent Geared to Income Charge | \$ |
| Utility Charges | \$ |
| Utility Allowances | \$ |
| Parking Charge | \$ |
| Other Charges (<i>specify</i>) | \$ |
| | |
| 2.1 Total Monthly Rent Payable | \$ |
| 2.2 Total Monthly Subsidy | \$ |
- Prorated Rent For Partial Month** 3. In addition, a Tenant taking possession of a unit prior to the Lease starting date will be required to pay a pro-rated amount based upon the monthly rent. Therefore, since you are taking possession of the unit on the day of 2003 , to the day of 2003, rent charged for this period will be in the amount of \$ 0.00.
- Occupant Becoming 16 Years of Age** 4. A new lease will need to be signed each time an occupant, as listed in Schedule "A", Section 3 , becomes 16 years of age. The individual, becoming 16 years of age, must be removed from the Occupant section of the lease and added as a Tenant/Lease Head at the beginning of the lease. This individual will be required to sign the Lease as a Tenant, with all rights and obligations as a Tenant and the Tenant shall not allow any other person to occupy the Leased Premises, **without the prior written approval of the Landlord.**
- Income Review** 5. The Tenant shall submit to the Landlord, within one (1) month following a written request by the Landlord, a statement signed by the Tenant, in a form prescribed by the Landlord, together with all supporting material required by the Landlord, setting out the details of the Tenant's household income and household composition. **Such request will be made at least once per year and more frequently if required by the Landlord or the Tenant.**
- Notice of Changes in Household Income or Household Composition** 6. The Tenant shall provide the Landlord with written notice of any change in the household composition and/or any change in the Tenant 's household income, including any change in the amount of income and/or any change in the source of income. **Such change must be reported within ten (10) days of the date on which such change occurs** and shall provide the Landlord with the details of the changes, on a form prescribed by the Landlord. (Note: A change in household composition occurs when any person ceases to occupy or commences to occupy the unit after the lease is signed.)
- Amount of Rent Payable is Subject to change** 7. The amount of monthly rent payable for the unit is subject to change if the household's financial circumstances change sufficiently that the amount of rent-geared-to-income assistance changes by \$10.00, or more, per month, or if the household ceases to qualify for rent subsidy.
- Failure to Report a Change in Household Income or Composition** 8. If the Tenant fails to report to the Landlord that a change in household income or household composition has occurred, within ten (10) business days of the date that such change occurs, the Tenant will no longer be eligible for rent subsidy.
- Misrepresentation of Household Income** 9. The Tenant shall provide the Landlord with complete and accurate information concerning the Tenant's household income and household composition. If the Tenant misrepresents his household income, the Landlord can:
- require that the Tenant repays any rent subsidy for which the Tenant was not eligible; and
 - terminate the Tenant's rent subsidy with 90 days notice; and
 - apply to the Ontario Rental Tribunal to evict the Tenant.
- Absence from the Leased Premises** 10. Local Standards, as permitted within the Social Housing Reform Act, require that a Tenant must *not* be absent from the Leased Premises for a period longer than 90 consecutive days. Failure to comply with this requirement may result in the Household no longer being eligible for a Rent Subsidy and such Rent Subsidy being terminated.

Schedule "A" continued

**Extended Lease for all Rent-Geared-to-Income Tenants who
are considered to be Eligible for and have been Assigned a Rent Subsidy**

- Qualifications for Occupancy** 11. The Tenant shall cease to meet the qualifications for occupancy of the Leased Premises, if the Tenant fails to comply with the Lease, paragraph 11 (3) and/or Schedule "A", paragraphs 4, 5, 6, 8, 9, 10 and/or Schedule "B", paragraph (1), and the Landlord may increase the Rent to the market rent for the Leased Premises and/or terminate the tenancy.
- Guests** 12. Any guest to the unit must have a permanent alternate address. Guests shall not be permitted to stay in the unit longer than (14) days without the prior written consent of the Landlord. If the guest of the Tenant stays in the unit longer than (14) days, without the prior written consent of the Landlord, they shall be deemed to be illegal occupants and the Tenant shall no longer qualify for rent-geared-to-income or occupancy of the Unit.
- Trespassers** 13. Any amendment to the list of Tenants and/or Occupants contained within this section must have the prior written consent of the Landlord. Any person found to be occupying the unit, other than the Tenant and the listed occupants will be considered to be trespassers. In such event, the Tenant agrees that the tenancy has been terminated, effective on the date that such a trespasser is found to be occupying the unit.
- Subletting** 14. The Tenant shall not assign the Lease and shall not rent or sublet all or any part of the Leased Premises.

Schedule "B"
**Extended Lease for all Rent-Geared-to-Income Tenants who
are considered to be Eligible for and have been Assigned a Rent Subsidy**

DEFINITIONS and INFORMATION

1. DEFINITIONS: In the Lease:

1.1 "Household Income" means the combined income, including all income, benefits, and gains that the household receives or may be entitled to, of any kind and from any source; less any deductions that the Landlord may specify, in writing, from time to time. The word "income", as defined within the Social Housing Reform Act, also includes anything else the government may decide is included in the meaning of the word "income", from time to time. Income to be considered includes all income from:

1.1.2 the Tenant and every person residing in the Leased Premises; and

1.1.3 every Tenant on the Lease temporarily resident elsewhere.

1.2 "Household Pests" means undesirable insects, mammals or other vermin, and includes, but is not limited to ants, cockroaches, mice, rats or other rodents.

1.3 Residential Complex" means,

1.3.1 a building or related group of buildings in which one or more rental units are located,

1.3.2 a related group of buildings which are owned and operated by the same landlord.

1.3.3 includes all common areas and services and facilities available for the use of its residents.

2. INFORMATION: About reporting Household Income

2.1 Rent based on gross family (household) income

The amount of rent the Tenant will pay is based on the amount of gross income (**before deductions**) received by the Tenant and anyone else who lives in the Unit with the Tenant and the rent calculation is based upon the *Social Housing Reform Act* and procedures decided upon by the government. The Tenant will have to provide to the Landlord any information or material that the Landlord asks for in order to check your income. One of the things required is a statement of how much money the Tenant earns and the assets the Tenant owns. **Gross family (household) income means the total income earned or received by the household including every person who lives in the unit, even if such a person also lives somewhere else on a temporary basis.**

2.2 Permission to obtain information

Some of the information and materials that the Landlord needs is kept by other people or agencies. By signing this Agreement the Tenant give the Landlord written permission to get the information and materials from them. The Tenant will sign any other authorization we need to get this information and materials within two days of the date the Landlord asks the Tenant to sign an authorization.

2.3 Reporting changes in income and household composition

If there is any change in the amount of money that is earned or received as income, or any change in who is living in the Unit, the Tenant must let the Landlord know, in writing, within ten (10) business days of the change, whether or not the Landlord has asked for the information.

2.4 Income declaration

The Tenant agrees that at least once in each calendar year, the Tenant will deliver to the Landlord a signed statement, (provided by the landlord), from the Tenant and every member of the household who is 16 years old or older who lives with the Tenant and who has an income. **This signed statement will be in the form provided by the Landlord and will contain all the information the Landlord requests concerning your gross household income and any other information and materials the government has asked the Landlord to get, even though some types of income may not be used to calculate geared-to-income rent.**

2.5 Income included in Calculation of Rent Subsidy

2.5.1 Gross salaries, wages, overtime payments, commissions, bonuses, tips, gratuities, grants, scholarships or bursary payments;

2.5.2 The gross annual income from any form of self-employment including an owned business less itemized business deductions as allowed by Canada Customs and Revenue Agency, plus any capital cost allowance used as a deduction or the total withdrawals from a business as personal salary or other benefits of anyone who is self-employed in or has an interest in a business;

Schedule "B" - continued
***Extended Lease for all Rent-Geared-to-Income Tenants who
are considered to be Eligible for and have been Assigned a Rent Subsidy***

- 2.5.3 The gross amount of employment insurance benefits and the gross amount of worker's compensation payments or other industrial accident insurance payments made because of illness or disability;
- 2.5.4 The gross amount of any old age security, DVA, federal guaranteed income supplement, spouse's allowance and financial assistance under the Ontario Guaranteed Annual Income System (GAINS);
- 2.5.5 The gross amount of every kind of pension, allowance, benefit and annuity, whether from a federal, provincial or municipal government and/or any other level of government, whether or not within Canada, or from any other source;
- 2.5.6 The gross amount of alimony, separation, maintenance or support payments;
- 2.5.7 The gross amount of gains from investments, including interest or dividends on stocks, shares, mutual funds and other securities and, where the actual income cannot be determined, an imputed rate of return set by the Landlord from time to time, together with the gross interest income from savings or chequing accounts in a bank, a trust company or a credit union, in addition to the gross amount of interest earned or payable from bonds, debentures, term deposits, investments, certificates, mortgages, capital gains or lump sum payments or other assets; and
- 2.5.8 An imputed income equal to the total appraised value of all assets or investments which do not produce interest or income but are intended to appreciate in value or are given away, all of which must be declared by the tenant, multiplied by a rate of return set by the government from time to time.

2.6 Excluded Income

The following sources of income, as defined within the Social Housing Reform Act, will not be included as income for rent calculation purposes **but must be reported to the Landlord anyway:**

- 2.6.1 A payment received under section 49 of the Ontario Disability Support Program Act, 1997 to provide financial assistance for children with severe disabilities.
- 2.6.2 A payment received from a children's aid society on behalf of a child in care.
- 2.6.3 A payment received by an adoptive parent or to a person with whom a child is placed for adoption under clause 175(f) of the Child and Family Services Act.
- 2.6.4 A payment received for purchase from any person, services and assistance for or on behalf of persons with a developmental disability or believed to have a developmental disability under subsection 2(2) of the Developmental Services Act.
- 2.6.5 A payment received under the Ministry of Community and Social Services Act.
- 2.6.6 A payment, refund or credit received under the Income Tax Acts of Ontario or Canada
- 2.6.7 A death benefit received under the Canada Pension Plan.
- 2.6.8 A payment received for board and lodging of a student attending a secondary school not on a reserve, from the Department of Indian Affairs and Northern Development (Canada) or from a band
- 2.6.9 A payment received under a treaty between Her Majesty in right of Canada and a band, other than funds for post-secondary education.
- 2.6.10 A payment received from a band as an incentive bonus for school attendance by a person who is a child of a member of the family unit and who is attending school.
- 2.6.11 A payment received under Order in Council P.C. 1977_2496 made under section 40 of the Indian Act (Canada).
- 2.6.12 A payment received under the Extraordinary Assistance Plan (Canada). (HIV/Hepatitis C secondary infection)
- 2.6.13 A grant received under the Employment Insurance Act (Canada) and used for the purpose of the purchase by a member of a benefit unit under the Ontario Works Act, 1997 of a training course approved by an administrator under that Act
- 2.6.14 A Canada Education Savings Grant, if it is paid into a Registered Education Savings Plan for a child of a member of the family unit.

Schedule "B" - continued
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- 2.6.15A payment received from Human Resources Development Canada under the program called the "Opportunities Fund for Persons with Disabilities", if the payment has been or will be applied to costs incurred or to be incurred as a result of participation in employment-related activities.
- 2.6.16A capital asset.
- 2.6.17The proceeds received from the sale, liquidation or other disposition of real or personal property.
- 2.6.18Interest received from or accrued in a prepaid funeral plan.
- 2.6.19Interest, dividends or any other income received from or accrued in a locked-in Registered Retirement Savings Plan.
- 2.6.20An inheritance.
- 2.6.21Lottery winnings.
- 2.6.22A donation received from a religious, charitable or benevolent organization.
- 2.6.23A casual gift or casual payment of small value.
- 2.6.24A loan.
- 2.6.25Income received by a student who is in full-time attendance at a recognized educational institution if,
- 2.6.25.1 the institution is a primary or secondary institution, or
 - 2.6.25.2 the institution is a post-secondary institution and the student,
 - 2.6.25.2.1 is a single student, as defined in Regulation 774 of the Revised Regulations of Ontario, 1990 made under the Ministry of Training, Colleges and Universities Act,
 - 2.6.25.2.2 had not been out of a secondary institution for more than five years as of the start of his or her current study period in the post-secondary institution, and
 - 2.6.25.2.3 has been a student in full-time attendance at a secondary or post-secondary institution for at least 12 consecutive months on two or more occasions.
- 2.6.26An award or a grant received from the Ministry of Training, Colleges and Universities by a student enrolled in a post-secondary institution.
- 2.6.27A bursary received under paragraph 18 of subsection 8 (1) of the Education Act by a student in full-time attendance at a secondary school.
- 2.6.28A payment received by a student from the Canada Millennium Scholarship Foundation.
- 2.6.29An allowance received for room and board in respect of employment away from the unit one occupies.
- 2.6.30An allowance received for expenses incurred in traveling in respect of employment.
- 2.6.31An allowance or a payment received for child care, transportation, tuition or other expenses in respect of any job training or employment-related program in which one is enrolled.
- 2.6.32A benefit received from Veterans Affairs Canada under the Veterans Independence Program.
- 2.6.33A war reparation payment, made either in periodic installments or in a lump sum amount.
- 2.6.34An amount received as damages or compensation for,
- 2.6.34.1 pain and suffering resulting from an injury to or the death of a member of the household, or
 - 2.6.34.2 expenses reasonably incurred or to be incurred as a result of an injury to or the death of a member of the household.
- 2.6.35 A lump sum insurance payment.
- 2.6.36 A lump sum severance payment arising from a dismissal and/or termination from employment.
- 2.6.37 A lump sum payment received under a decision of a court.
- 2.6.38 A lump sum payment received under a decision of a statutory tribunal.

Schedule "B" - continued
*Extended Lease for all Rent-Geared-to-Income Tenants who
are considered to be Eligible for and have been Assigned a Rent Subsidy*

- 2.6.39 A payment received under any of the following agreements to which the Province of Ontario is a party:
- 2.6.39.1 the Help line Reconciliation Model Agreement (received by victims of abuse in provincial institutions).
 - 2.6.39.2 the Multi-Provincial/Territorial Assistance Program Agreement.
 - 2.6.39.3 the Grandview Agreement.
- 2.6.40 A payment received under the Ontario Hepatitis C Assistance Plan.
- 2.6.41 The total amount of spouse's allowance payments under the Old Age Security Act (Canada) received by a household receiving benefits under the Ontario Disability Support Program Act, 1997 for the month, if that amount is equal to or less than the amount received by the household for basic needs for the month under paragraph 1 of subsection 30 (1) of Ontario Regulation 222/98 made under the Ontario Disability Support Program Act, 1997.
- 2.6.42 The total amount of disability benefits under the Canada Pension Plan received by a household receiving benefits under the Ontario Disability Support Program Act, 1997 for the month, if that amount is equal to or less than the amount received by the household receiving benefits for basic needs for the month under paragraph 1 of subsection 30 (1) of Ontario Regulation 222/98 made under the Ontario Disability Support Program Act, 1997.
- 2.6.43 The total amount of income support received by a household receiving benefits under the Ontario Disability Support Program Act, 1997 for the month, if the amount received by the household receiving benefits for basic needs for the month under paragraph 1 of subsection 30 (1) of Ontario Regulation 222/98 made under that Act is less than the total amount of spouse's allowance payments under the Old Age Security Act (Canada) received by the household receiving benefits for the month.
- 2.6.44 The total amount of income support received by a household receiving benefits under the Ontario Disability Support Program Act, 1997 for the month, if the amount received by the household receiving benefits for basic needs for the month under paragraph 1 of subsection 30 (1) of Ontario Regulation 222/98 made under that Act is less than the total amount of disability benefits under the Canada Pension Plan received by the household receiving benefits for the month.
- 2.6.45 The total amount of payments under the Ontario Works Act, 1997 received by a household receiving benefits under that Act for the month if,
- 2.6.45.1 in the case of a household receiving benefits consisting of a recipient with no spouse or same sex partner but with one or more other dependants, the total non-benefit income for the month of the members of the household receiving benefits exceeds the amount set out opposite the household receiving benefits in Column 3 of Table 3 in Ontario Regulation 298/01, or
 - 2.6.45.2 in the case of a household receiving benefits other than one described in subparagraph i, the total non-benefit income for the month of the members of the household receiving benefits exceeds the amount set out opposite the household receiving benefits in Column 3 of Table 4 in Ontario Regulation 298/01.
- 2.6.46 The total amount of payments under the Ontario Disability Support Program Act, 1997 received by a household receiving benefits under that Act for the month, if the total non-benefit income for the month of the members of the household receiving benefits exceeds the amount set out opposite the household receiving benefits in Column 3 of Table 5 in Ontario Regulation 298/01.
- 2.6.47 A payment received under subsection 147 (14) of the Workers' Compensation Act, as it read on December 31, 1997.
- 2.6.48 A lump sum payment received under the 1986-1990 Hepatitis C Settlement Agreement made as of June 15, 1999 among the Attorney General of Canada, Her Majesty the Queen in right of Ontario and others.
- 2.6.49 A payment received from the Government of Alberta as compensation for sterilization.
- 2.6.50 A payment received under the Walkerton Compensation Plan. O. Reg. 298/01, s. 50 (3); O. Reg. 409/01, s. 9.