

# LEASE AGREEMENT

This is a legal agreement made in duplicate between

THE CORPORATION OF THE UNITED COUNTIES OF LEEDS & GRENVILLE  
COMMUNITY AND SOCIAL SERVICES DIVISION

(The landlord)

And

**Between:  
Landlord and  
Tenant**

Every member of the household 16 years or over must be listed as a tenant and sign the lease)

In exchange for the rents, agreements and obligations contained in this Lease, and of the facts stated by the Tenant in the Application for inclusion on the Social Housing Waitlist, the Landlord leases the Tenant the following premises,

**Terms and  
Conditions**

Suite, Apartment or Housing Unit No. \_\_\_\_\_  
situated at (address \_\_\_\_\_  
and being in the CITY \_\_\_\_\_, ONTARIO

**1. Basic Terms**

**Legislative  
Governance**

1.01 You have agreed to rent the unit, and we have agreed to rent the Unit to you on the terms and the conditions contained in this Agreement. You understand that this building is a subsidized unit, and was developed under a prescribed government funding program and, because of this; there are some special rules and rights under the *Residential Tenancies Act* which apply to us as a social housing landlord. You agree that you have to comply with your obligations as Tenant under this Act. We agree that we have to comply with our obligations as Landlord under this Act.

**Terms of  
Agreement**

1.02 The basic terms of this Agreement are as follows:

The term of the Lease shall be one month, beginning on the first day of \_\_\_\_\_, 20\_\_\_\_, and terminating on the last day of \_\_\_\_\_, 20\_\_\_\_.

If we are unable to give possession of the Unit on the date you are entitled to have possession, we shall not be subject to any liability for failure to give possession and shall give possession as soon as we are able to do so. The Rent shall abate until we offer possession of the Unit to you. Our failure to give you possession on the date listed above shall not in any way affect the validity of this Tenancy Agreement, and your obligations or in any way be construed to extend the term of this Tenancy Agreement.

**Occupants**

(ii) only the following people can live in the Unit in addition to the persons listed above:

\_\_\_\_\_  
\_\_\_\_\_  
and \_\_\_\_\_

**[Insert names of household members living in the unit who are not going to sign the lease (those under 16 years of age)]**

**Overholding**

These persons listed in this section are Occupants and not Tenants. Their occupancy rights end when the Tenancy is terminated. Should the Tenants cease to occupy the Unit for any reason, it is understood that the persons set out above did not and will not occupy the Unit as Tenants and will be overholding.

You agree that any amendment to the list of occupants must have our written consent.

**Death of a  
Tenant**

Upon the death of a Sole Tenant, this Tenancy Agreement or any renewal thereof shall terminate thirty (30) days after the death of the sole Tenant. In the event that there is more than one Tenant and upon the death of one of them, the tenancy shall be deemed to be amended to include the Remaining Tenant(s) as Tenant(s), along

with the Estate of the Deceased Tenant for a period of thirty (30) days after the death of the Tenant, after which the tenancy of the Estate only shall be terminated and the tenancy agreement and any renewal thereof shall be deemed to be amended in the name of the surviving Tenant(s) only.

**Guests of Tenants Visiting More Than 14 days**

Guests shall not be permitted to remain in the unit longer than fourteen (14) days without the prior written consent of the Landlord. In the event that guests of the Tenant reside in the Unit for a period longer than fourteen days without the written approval 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.

**2. Rent**

**Unit Market Rent**

2.01 **The monthly market rent for your unit as of the initial term of this agreement is \_\_\_\_\_:\_\_\_\_\_** You have been approved to rent your unit on a rent-geared-to-income basis. As of the first day of the initial term, you will pay us rent calculated as follows:

**Rent Geared To Income Calculation**

<b>Market rent</b>	\$ _____
Minus rent subsidy	\$ _____
Utility Charges +	\$ _____
Utility Allowance	\$ _____
Other charges +/-	\$ _____
 <b>Equals monthly rent</b>	 \$ _____

**Pro-rated rent**

If you take possession of a unit prior to the Lease starting date, you 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 \_\_\_\_\_2007, rent charged for this period will be in the amount of \$ 00.

The rent subsidy is calculated based upon the rules set by the Social Housing Reform Act, 2000(SHRA). The monthly rent you will have to pay us will change if your income (or the income of anyone else who lives in the Unit) changes, or the charges and allowances set by government change.

**Services provided by Landlord**

2.02 Please be aware that the monthly rent paid by you as of the first day of the initial term includes only:

<u>Appliances/Facilities</u>	Yes/No	<u>Utilities</u>
	Yes/No	
• a refrigerator	(____)	water/sewage charges (____)
• a stove	(____)	cable/satellite television (____)
• coin free laundry facilities	(____)	heating equipment charges (____)
• a locker	(____)	hydro electric charges (____)
• a parking space	(____)	hot water tank rental (____)
		• natural gas (____)
		• other _____ (____)

*(please identify)*

**Expenses Incurred by Tenant**

Any expenses, charges, services and/or appliances you may need which are not included in your monthly rent, are your responsibility to arrange for, pay for and/or supply to the Unit, subject to the other terms of this Agreement;

**Utilities Related to Health and Safety Obligation**

**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.**

**Additional Charges Paid by Tenant**

2.03 You will have to pay additional charges for any of the following:

(a) replacement or additional keys or fobs \$\_\_\_\_\_

(b) transferring to another apartment if you request the transfer \$\_\_\_\_\_

(c) extra hydro for having an air conditioner in the Unit \$\_\_\_\_\_ any other

(d) separate service/facility that we both agree that we will provide for an additional charge: Item\_\_\_\_\_ Charge\_\_\_\_\_

**Rent Due Date and Payment Options**

2.04 Rent must be paid every month on or before the first day of each calendar month by cash, cheque or money order or electronic funds transfer. If a cheque you give us is not honoured, then you must pay us the service charge we have to pay as a result, together with our administration charge of \$25.00.

<b>Payment Structure</b>	2.05	It is understood that any payment you make to us will be applied against your account in a manner at our sole discretion, and <b>will generally be applied to the oldest outstanding debt, whether that debt is rent, maintenance repairs, services charges or fees, unpaid utilities that you may be responsible for, or any other monies owing to us which we are entitled to collect.</b>
<b>Tenants Obligation to Report Changes</b>	<b>3.</b>	<b><u>Reporting Income, Assets and Household Composition</u></b>
<b>Reporting Changes in Income, Assets and Household Composition</b>	3.01	You must give us the information and all relevant documents relating to any change of income or household composition immediately so that we can calculate the rent adjustment and notify you of the change in your rent. If at any time you fail to provide us immediately with the information and documents we need to provide that you are entitled to the rent subsidy or if we believe acting reasonably that you have given us misleading, incomplete or false information, then we can:
<b>If Changes Are Not Reported</b>		i) require that you must pay the current full market rent for the Unit; and/or
<b>Rent Re-calculation</b>		ii) recalculate the rent you have to pay for the whole period of time you have lived in the Unit and require that you pay us the full amount of rent (at the rate we have calculated for this period of time) on demand; and/or
<b>Income Information Schedule "B"</b>		iii) apply to the Ontario Landlord and Tenant Board to evict you.
<b>Underhoused or Overhoused Schedule "C"</b>	3.02	Schedule "B", Information about Your Income, has been attached to this Agreement, which you agree to comply with as if it were part of this Agreement.
	3.03	In the event that your circumstances change and you become Underhoused (require additional bedrooms) or Overhoused (require less bedrooms) you will no longer meet the occupancy standards and/or eligibility criteria for rent-geared-to-income as outlined in Schedule "C" of this Agreement, we may
		i) require that you move to a more appropriate size of unit in order to continue to qualify for rent-geared-to-income;
		ii) discontinue your rent subsidy; and/or
		iii) apply to the Ontario Landlord and Tenant Board to evict you.
<b>Terms and Conditions</b>	<b>4.</b>	<b><u>Tenant Obligations</u></b>
	4.01	You, as Tenant, agree:
<b>No Sublet</b>		(i) to use the Unit as your personal residence for occupancy by you, together with only the people listed in section 1.02(ii) or anyone we may approve of from time to time in writing;
<b>Cleanliness</b>		(ii) not to assign, sublet or part with possession of the Unit or any portion of the Unit;
<b>Repair of Damage</b>		(iii) to keep the Unit (including any appliances and other areas or facilities we rent to you) clean and maintained in a way a reasonable person would and leave the Unit and any appliances and other areas or facilities clean and in good condition when you move out (except for normal wear and tear);
<b>Notification of Need for Repairs</b>		(iv) to pay us the cost of any repairs for any damage to the Unit and/or the Building, caused by any act or neglect by you, your guests and/or your pets, except for normal wear and tear;
<b>Move-in Inspection</b>		(v) to give us written notice of any damage which exists or any repairs which may be needed in the Unit or in the Building as soon as you become aware of it, and give us a reasonable chance to fix it; and you agree that we are not liable for any repairs for which we have not received a written notice.
		(vi) Move In inspections are completed with each new tenant within 10 days of your move in date, any outstanding need for repairs should be identified in writing at this time. If you feel a repair was missed, and you do not give us written notice within ten days of moving into the Unit of the need to repair something, we can assume that no repairs were needed when you moved in;

<b>Noise or Other Disturbances</b>	(vii)	to respect the rights of other tenants and occupants of the Building, as well as of our staff, so that you and your guests will not make unreasonable noise, nor will you or they interfere with the reasonable enjoyment of the Building by others;
<b>Amendments to Schedule A or Tenant Handbook</b>	(viii)	to comply with the rules (and make your guests comply with the rules) we establish, as we may amend them from time to time (including the current rules, a copy of which is attached as Schedule A, or tenant handbook); and
	(ix)	to comply with your obligations and exercise your rights as a tenant under the <i>Residential Tenancies Act</i> in a reasonable way.
<b>Pet Ownership and Tenant Responsibilities</b>	4.02	<b>If you decide to keep a pet you are responsible for your pet, what your pet does and the effect your pet has on other residents. You will not allow your pet or any pet you bring on the premises to disturb the reasonable enjoyment of the premises by us or other tenants. You agree that you will be responsible for the cost of repair of any damage or any loss which may be caused by your pet. You agree to clean up immediately after your pet.</b>
<b>Restrictions</b>	4.03	<b>You agree not to:</b>
<b>Requesting Alterations</b>	(i)	make any changes, additions or alterations to the Unit (like the attachment of shelves, ceiling fans, light fixtures or the building of a partition in the Unit), paint or install wall border, or any Building systems (like plumbing ,electrical services, satellite dish), nor may you install outdoor sheds or fences <b>without our prior written consent</b> . The tenant will be responsible for the full cost of any changes or alterations that were approved in writing stating that they must be returned to move in condition (eg. paint must be returned to original colour). If we do consent to a change or alteration to the Unit and you fail to restore it to move in condition, it becomes our property, which you cannot remove and for which we will not pay you; or
<b>Requires Prior Written Consent</b>		
<b>Services not provided in 2.02</b>	(ii)	bring into the Unit or use in the Unit any large <u>appliance</u> or other large machine, that uses a lot of electricity or water, like a stove, dishwasher, refrigerator, freezer, clothes washing machine or clothes dryer; if you live in a unit inclusive of appliances/ services without getting our prior written consent. If we give you that consent, you must follow whatever conditions we specify concerning bringing in and use of the appliance.
<b>Apartment inclusive of services</b>		
<b>Prohibited</b>	(iii)	<b>install air conditioners without first receiving written approval. Please be aware that this rule relates to ALL TENANCIES.</b>
	(iv)	install a trampoline, or personal playground structures.
	(v)	use of barbeques on balconies or patios.
	(vi)	Shall not operate any business, professional or commercial in the unit without the prior written approval of the Landlord. The tenant shall not use or allow the unit to be used for any illegal purpose.
<b>Granting Access</b>	<u>5.</u>	<b>Access</b>
<b>24 Hour Notice for Access</b>	5.01	You agree that we, our employees, agents, contractors and others expressly authorized by us from time to time, may enter the Unit and shall be allowed free and uninterrupted access to the Unit from time to time and at any time:
<b>Access to Contractor</b>	(i)	without notice if we or our employee, agent, contractor or other person expressly authorized by us to enter, believe that an emergency may exist;
	(ii)	without notice if you consent at the time of entry;
	(iii)	<b>between 8:00 a.m. and 8:00 p.m. every day in accordance with written notice served upon you at least twenty-four hours prior to the time of entry specified in such notice for any purpose, including:</b>

- (a) to undertake repairs and/or to perform work (including pest control), capital work and other alterations and/or improvements; or to inspect maintenance issues relating to Residential Tenancies Act.
- (b) to allow a potential mortgagee (or a mortgagee), a potential purchaser (or a purchaser), an insurance adjuster, a real estate agent, an appraiser, an insurance adjuster and/or a potential insurer (or insurer) of the Building to view the Unit;
- (c) to inspect the Unit, from time to time; and
- (iv) between 8:00 a.m. and 8:00 p.m. every day, without written notice, to show the Unit to people who may want to rent it after a notice of termination has been given by us or given by you and/or we and you have agreed to terminate this Agreement, provided that we inform or make a reasonable effort to inform you beforehand.

**Showing Unit**

**Inspections**

**5.02 When entering the unit in accordance with 5.01, we, our employees, agents, contractors and others expressly authorized by us from time to time, may record the results of such entry through notes, photographs and/or video recording.**

**Locks**

**5.03** The locks on the door of the Unit or within the Unit must not be changed and no new locks can be installed without our prior written permission. If we want to change the locks or the security system at the Building (as well as the locks on the door to the Unit), you agree that we can do it without asking for your permission, as long as we give you notice of the change and we offer you a new key or access mechanism.

**Repairs**

**6. Repairs, Renovations and Alterations**

**6.01** We can perform whatever repairs, renovations or other alterations we think are reasonable or beneficial to the Unit and/or the rest of the Building.

**Written Agreement**

**7. Terms of this Agreement**

**7.01** If we do not make another agreement with you, in writing, before the last day of the initial term (and neither you nor we have terminated your tenancy in accordance with this Agreement), then on the first day after the initial term, your tenancy will continue on a "month-to-month" basis in accordance with the *Residential Tenancies Act*.

**Termination of Lease**

**Minimum 60 Day with Written Notification**

**7.02 Termination of lease;** The tenant must give a **minimum of sixty days written notice prior to the date that you intend to leave.** The last day of a tenancy period will be the last day of a calendar month. You are responsible for paying rent until the end of the 60-day notice period. When vacating the unit, you must leave the unit and all equipment which belongs to the Landlord in a clean and good condition, consistent with its age and use. If you do not move out according to your notice of termination, the landlord may evict you as per the *Residential Tenancies Act*. The tenant will be responsible for any costs or incurred.

**Termination of Agreement**

**7.03** We can also terminate this Agreement for any other reason allowed under the *Residential Tenancies Act*. Our right to terminate your tenancy will not be enforced until we have given you the sort of notice of termination we are supposed to give you and we have done what the *Residential Tenancies Act* requires us to do in order to evict a tenant.

**7.04** If there is damage to the Unit or the Building, like a fire, so that the Unit and/or the Building is not fit to live in, then this Agreement will be at an end and you must move out.

**Abandonment**

**8. Abandoned Belongings**

**8.01** If your rent is ten (10) days late and you have removed your personal belongings (except for things which appear to be rubbish, which we may dispose of immediately), we are entitled to assume that you have permanently left the Unit. In that event, we will immediately take possession of the Unit so that we can rent it to someone else, without your permission or an order from the Ontario Landlord and Tenant Board, and without limiting all of our other rights against you for any breach by you of this Agreement or any law.

**Disposal of**

- Property**                    8.02    If any furniture, clothes or other personal belongings are left in the Unit after you:
- (i)        have moved out or appear to have moved out (so that we, acting reasonably, believe that you have abandoned the Unit) and we have either obtained an order from the Ontario Landlord and Tenant Board or given the proper notice referred to in the *Residential Tenancies Act*; or
  - (ii)       have moved out of the Unit as a result of an agreement to terminate or a notice of termination; or
  - (iii)      are evicted from the Unit; or
  - (iv)      die and the tenancy is deemed to have been terminated as a result of your death,

we may remove such goods immediately and store them elsewhere (although we shall be entitled to dispose of any unsafe or unhygienic items immediately).

**30 day Timeline to Reclaim Abandon Possessions.**                    In the event you abandon the Unit pursuant to 7.02(i) we are entitled to dispose of your property (including selling or keeping it for our own use) 30 days after we have mailed you a letter telling you we are disposing of the property, to the last known address that we have for you, or 30 days after an order has issued from the Ontario Landlord and Tenant Board declaring your Unit abandoned. You agree that you will pay to us all of our costs and expenses in storing and/or disposing of your clothes, furniture or other personal belongings.

**Agreement Terminations Disposal of Belonging**                    If you have moved out of the Unit as a result of an agreement to terminate or a notice to terminate, or an order of the Ontario Landlord and Tenant Board, we may dispose of your belongings (including selling or keeping them for our own use) immediately and without notice to you.

**Court Enforced Lock-out/Eviction**                    If you are locked out of the Unit by a court enforcement officer as a result of an order of the Ontario Landlord and Tenant Board, we may dispose of your property (including selling or keeping it for our own use) after 72 hours from the time the locks were changed and without notice to you.

**90 days Absent from unit**                    The Social Housing Reform Act, 2000, applies to specified parts of this Lease when a Household is eligible for and has been assigned a rent subsidy. If you are absent from the unit for a period exceeding 90 days, you will no longer be eligible to receive a subsidy.

**Death of a Sole Tenant**                    If you are the sole tenant and you die, we are entitled to dispose of (including selling or keeping it for our own use) your property after 30 days from the date of your death and without notice to your estate.

**9. No Liability**

**Waiver**                    9.01    You agree that we are not responsible for any damage caused to your property in the Unit, or elsewhere in the Building, no matter what the cause is, unless it can be proven that our negligence was the sole cause. We are also not responsible for any injury to you or any other person, which occurs for any reason, whether it occurs in the Unit or anywhere else in the Building, unless it can be proven that our negligence was the sole cause. If something breaks down (even if we are responsible to fix it), we are also not responsible for any personal injury, illness or discomfort that anyone may suffer because something is broken, as long as we try to fix it when we are supposed to. We are also not responsible if you or one of your guests are hurt or any damage is caused because of the act or negligence of another tenant/resident and/or one of her/his guests.

You also agree that if we do repairs or renovations to your Unit or the Building, we are not liable to you for any claim that we are disturbing your reasonable enjoyment of the premises, or withholding or discontinuing any vital service, so long as we do the work in a timely manner.

**Tenant Insurance**                    9.02    You agree that it is your responsibility to arrange for your own insurance coverage if you wish to insure your property against loss or damage, or the cost of any claims against you for damage to your Unit or injury to other people.

**Landlord not Liable**                    If you decide not to arrange for your own insurance coverage, we are not liable for any claim that you make that could have been covered by your own insurance coverage.

<b>Parking Availability</b>	<b><u>10. Parking</u></b>	10.01 If parking is not included in your rent but you want to rent a parking space from us, then if one is available, we will rent it to you, at the monthly parking charge in effect at that time. You will pay the parking charge to us with your rent for the Unit each month.
<b>Parking Rules and Requirements</b>		10.02 If you have the use of a parking space, you agree to follow the rules we establish for the use of this parking space. These rules include the requirement that only cars that can be legally driven on a public road with current license plates can park there. You also agree that we can change the location of your parking space (if you have one) from time to time, as long as we give you twenty (20) days prior notice of the change.  10.03 Tenants are not permitted to undertake any work of any kind on vehicles in the parking lot or driveways nor allow any hazardous material to leak into the parking lot or driveway.
<b>Consent</b>	<b><u>11. Disclosure of Information</u></b>	
<b>Disclosure of Information</b>		11.01 <b>You give your consent and authorization to us to disclose the information you give to us to any municipal, provincial or federal department or agency that assists in the provision of social housing, or any credit information company.</b>
<b>Credit Report</b>		11.02 You consent to us obtaining a credit report at any time during the term of this tenancy agreement or any renewal of it.
<b>Periodic Review</b>		11.03 <b>You agree to provide us with certified income tax forms or income assessment forms from Canada Customs and Revenue Agency if we ask for them, and consent to us obtaining these forms directly from Canada Customs and Revenue Agency for the purpose of confirming income and asset statements, at any time during the term of the tenancy agreement or any renewal of it.</b>
<b>Declaring Former Rental Arrears from other Social Housing Municipalities</b>		11.04 You consent to us providing information on any orders obtained from the Ontario Landlord and Tenant Board or divisional court against you for payment of rent arrears or money owing as a result of any damage caused by a member of the household to any municipal department or agency administering social housing waiting lists in accordance with the <i>Social Housing Reform Act</i> .
<b>Consenting to Documentation for Maintenance</b>		11.05 You consent to us taking pictures of the interior /exterior of the unit for maintenance and planning purposes (damages, repairs, maintenance issues).
	<b><u>12. Notices and Authority</u></b>	
<b>Delivery of Notices</b>		12.01 We can deliver notices to you about anything having to do with the Unit, this Agreement or any other matter by delivering a written notice directly to you at the Unit. If you are away or if you are trying to avoid receiving a notice, we can give the notice to any person who looks like an adult who is in the Unit. We can also leave the notice in the mail box or other place where mail is ordinarily delivered to you or send it to you by mail at the Unit or deliver it by any other means allowed by the <i>Residential Tenancies Act</i> .
<b>Sending Correspondence to the Community Housing Department</b>		12.02 Our legal name for the purpose of giving notice or other documents to us, as the landlord, is Community and Social Services Division, UNITED COUNTIES OF LEEDS & GRENVILLE. If you want to give us notice of something, it is best to deliver it personally to our <b>Community Housing Department, Suite 200, 25 Central Ave. W. Brockville, Ontario K6V 2N6.</b> Notices can be sent by mail to our legal address for the purposes of giving notice or other documents to us under the <i>Residential Tenancies Act</i> ,. If you mail a notice to us, then you can't hold us responsible for not acting on it until after we have actually received the notice. We can change the address where notices or other documents are supposed to be delivered to us by giving you notice telling you what our new address is.
	<b><u>13. General</u></b>	
		13.01 This Agreement is meant to complement our rights under the <i>Residential Tenancies Act</i> , but it does not limit or modify our rights under the <i>Residential Tenancies Act</i> and other

relevant laws. If, for some reason, a part of this Agreement can't be enforced,

the rest of the Agreement will not be affected, and will still be enforceable. All references to the *Residential Tenancies Act* in this Agreement include any regulations under that law and any successor laws which might be enacted to replace or add to it.

**Lease Agreement  
Conditions**

13.02 Even if we accept payments from you, or let you stay in the Unit after we have an order evicting you, you will have to leave the Unit unless we agree in writing that you can stay. Also, if you have given us notice that this Agreement has ended, or if we agree with you to end this Agreement, and you change your mind about moving out, you will have to leave

the Unit, unless we agree in writing that you can stay. If we give you extra time to do something that has to be done under this Agreement, or if we don't complain when you do something that is not permitted in the Unit or at the Building, we can still later insist that you do everything that you are supposed to do according to this Agreement.

**Each Tenant's  
Sole  
Responsibilities**

13.03 This Agreement creates rights and obligations for you and us, which are binding upon and which can be enforced and enjoyed by our successors and assigns and by your heirs, executors, administrators, successors and authorized assigns.

13.04 If more than one person is a "tenant" of the Unit, each person is fully responsible to comply with this Agreement. Therefore, if, for example, one tenant does not pay her or his share of rent, the other tenant or tenants are not excused from their obligation to make sure that we are paid the entire monthly rent. This is called a "joint and several" tenancy agreement which means that each tenant is equally responsible and individually responsible for all the obligations under this Agreement.

**14. Agreement and Acknowledgment**

14.01 We, the Landlord, have read this Agreement and understand what we have to do as the owner of the Building.

14.02

*[please insert full legal name of your organization]*

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have the authority to bind the corporation.

**Tenant's Rights  
and  
Responsibility**

14.02 I/We, the Tenant, have had a chance to read this Agreement and I/we have been encouraged to read this Agreement very carefully. I/We understand my/our rights and responsibilities as a tenant at the Building, which I/we agree to fully obey as the Tenant. I/We agree that any Schedules to this Agreement form a part of this Agreement and that I/we will comply with the terms and conditions of the Schedules, as well as this Agreement. We acknowledge that the Landlord may change these schedules from time to time, and we agree to comply with any new schedule when we receive a copy of it. I (we) have received a copy of this Agreement signed by me (us).

Date: \_\_\_\_\_

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

**Schedule "A"**  
**Rules**

**Please note: These rules shall apply to all Tenants, some rules apply specifically to a Family Home or Apartments.**

**1. Building Security and Safety**

- (a) All visitors are to use the intercom system where available.
- (b) The Tenant will not allow anyone who is not his or her own guest in the Building, even if the person is someone she or he knows. Repairs/service persons or other visitors will be referred either to Property Management staff or, if they are seeking a Tenant, to the intercom system.
- (c) The Tenant shall, if any exit door is propped open, remove the prop and report the breach in security to Property Management staff.
- (d) The Tenant may not do anything which may be a fire, health or safety risk. The Tenant may not disconnect or tamper with any safety, security or smoke detection equipment, including the fire alarm system. The Tenant is responsible to test the smoke detector(s) in the Unit occasionally and give the Landlord written notice immediately if it does not work.
- (e) Any incidents of theft, damage or vandalism shall be reported to Property Management staff. If any such incident is caused by the Tenant, legal action shall be taken, and if the incident is caused by a guest of the Tenant, the Tenant shall be responsible.
- (f) The sidewalks, passages, public halls, stairways, vestibules shall not be used as storage for any belongings, including scooters, walkers or wheelchairs.
- (g) The tenant shall not hang any articles from windows, doors, balconies, and nothing shall be placed on the outside walls / windows sill or stored on the balconies. No satellite dishes or antennae are to be attached to the unit. No signs in windows or lawns.
- (h) Do not remove window stops.
- (i) Tenants shall not allow either hot or cold water to run when not in use.
- (J) Tenants shall not use an alternative source of energy for heat, hot water or electricity. Tenants shall not use electrical cords from neighbouring units or generators. **(Reference 2.02 in lease)**
- (k) In buildings that are equipped with **garbage chutes** the tenant shall not drop; aerosol cans, kitty litter, flammable items, glass, syringes or any items that may pose a safety hazard to others.

**2. Laundry Room**

- (a) These laundry facilities are for the sole use of the tenants. Tenants 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 shall be kept locked when not in use.
- (c) The Tenant is responsible to report any problems with the machines to Property Management staff to ensure prompt repair. If the staff are not in the Building, the Tenant agrees to place a note on the appliance: "NOT IN SERVICE". If a problem occurs on the weekend, the Tenant shall wait until the first working day to submit a request for repair.

**3. Yards**

- (a) Swimming pool –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. All wading pools must be in compliance with the municipal by-laws.
- (b) All garbage must be disposed of as directed by the landlord. Tenants must participate in recycling programs to the best of their ability.
- (c) Tenants are responsible for snow /ice removal from entrance walks and driveways.
- (d) Tenants are responsible for cutting grass and maintaining their yards and gardens in good condition.

**4. Fumigation**

The furniture, furnishings and personal effects of the Tenant to be brought into the Leased Premises shall be clean and in sanitary condition and shall be subject to inspection by the Landlord who may require that the Tenant fumigate same at the Tenant's own expense before they are moved into the Leased Premises. The Landlord, from time to time during daylight hours throughout the occupancy of the Leased Premises by the Tenant, shall have the right to enter into the Leased Premises by giving the Tenant the required notice under law to inspect the Leased Premises and all furniture, furnishings and at its option may undertake and carry out at the sole expense of the Tenant all appropriate steps by fumigation or otherwise to eliminate infestations. **Household Pests**" includes, but is not limited to ants, cockroaches, mice, rats or other rodents.

**Schedule "B"**

**Information About Your Income**

**(a) Rent based on gross family (household) income**

The amount of rent to be paid to us is based on the amount of income received by you and anyone else who lives in the Unit with you and is calculated based upon procedures decided upon by the government who provides us with the rent subsidy. You will have to provide to us any information or material that we ask for in order to check your income. One of the things required is a statement of how much money you earn and the assets you own. **Your gross family (household) income means the total income earned by you and every person who lives in the unit, even if such a person also lives somewhere else on a temporary basis.**

**(b) Permission to obtain information**

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

**(c) 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, you must let us know, in writing, immediately (and, in any event, within no more than fifteen (15) days of the change), whether or not we have asked for the information.

**(d) Periodic Review**

You agree that at least once per year, you will deliver to us a signed statement from you and anyone else who lives with you who has an income. This signed statement will be in the form provided by us and will contain all the information we request concerning your gross family income and any other information and materials the government has asked us to get.

**(e) Definition of income**

**Included income**

For the purposes of this Agreement, you agree that "income" includes all income, benefits and gains you receive or may be entitled to, of any kind and from any source. The word "income" also includes anything else the government may decide is included in the meaning of the word "income", from time to time. Income shall include:

- (i) gross salaries, wages, overtime payments, commissions, bonuses, tips, gratuities, grants, scholarships or bursary payments;
- (ii) the gross annual income from any form of self-employment including an owned business less itemized business deductions as allowed by Revenue Canada, 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;
- (iii) 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;
- (iv) the gross amount of any old age security, federal guaranteed income supplement, spouse's allowance and financial assistance under the Ontario Guaranteed Annual Income System (GAINS);
- (v) 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;
- (vi) the gross amount of alimony, separation, maintenance or support payments;
- (vii) the gross amount of gains from investments, including interest on dividends, stocks, shares, mutual funds and other securities and, where the actual income cannot be determined, an imputed rate of return set by us 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
- (viii) 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.

### **Excluded Income**

The following sources of income will not be included as income for rent calculation purposes:

- (i) income of children or dependants under age 26 in regular full-time attendance at a recognized educational institution
- (ii) repayable student loans
- (iii) living out or traveling allowance of any household member
- (iv) child tax benefit payment
- (v) property and sales tax credits
- (vi) tax grants for senior citizens
- (vii) special disability allowance received by GAINS-D recipients
- (viii) handicapped children's allowance
- (ix) attendance care allowance
- (x) allowances/payments for child care, transportation, tuition, books, or living away from home expenses of any participant in programs to promote employment or enhance job skills or qualifications, for example Ontario Student Award Program (OSAP)
- (xi) income which may be earned by a prepaid funeral plan
- (xii) business expense deductions from gross self-employment income
- (xiii) strike benefits
- (xiv) support payments made by residents are forgiven on a monthly basis
- (xv) income from sources such as:
  - lump sum payments such as insurance or Workplace Safety and Insurance Board settlements
  - lump sum payments from court awards
  - inheritances, death benefits
  - the sale of personal property (such as furniture, equipment or automobile)
  - severance pay
  - lottery winnings

Although these gains are not considered as income, any income generated by their investment is considered income for rent calculation purposes.

- (xiv) home care allowances, for example:
  - Foster Child Allowance (from the Children's Aid Society)
  - Handicapped Children's Allowance (Ministry of Community and Social Services)
  - Foster Allowance (Ontario Works)
  - Developmental Care Program payments (CAS)
  - Foster Child/Adult Placement Program payments
  - Attendance Allowance, normally received by the spouse of a disabled veteran in lieu of nursing services

## Schedule C (for Providers with Federal-Provincial and Provincial Agreements)

### Eligibility Criteria

#### Occupancy Standards

- There must not be more than one person to a bedroom except in the following circumstances:
  - spouses will be eligible for one bedroom; however, if one or both spouses has a medically documented reason for requiring separate bedrooms, they may be assigned separate bedrooms;
  - related and unrelated adults may agree to share a bedroom;
  - two children may share a bedroom if mutually agreed to by the applicant/tenant and the landlord. Factors such as the size of the bedroom, ages of children and sex of the children are important considerations for making the decision;
  - a parent and a child (under age five) may share a bedroom if requested by the applicant/tenant and agreed to by the non-profit;
- There must be at least one person to a bedroom to qualify for a rent subsidy except in the following circumstances:
  - any member of a household who is disabled may require a separate bedroom to store equipment. Non-profits shall exercise discretion in accommodating the needs of disabled individuals on a case-by-case review basis and maintain records of these arrangements;

- Joint custody - Since both parents have equal rights and responsibilities in providing for the child(ren) in joint custody situations, the child(ren) may be counted as part of the household when determining occupancy requirements. (for example, if each parent applies for housing, the child(ren) may be counted as part of each household.)

The same may apply with child(ren) being returned to the care of their parent(s) by Family and Childrens Services. Verification from the agency or a certified copy of the court order is needed to confirm this arrangement.

- Sole custody - Non-custodial parents with access rights may request an extra bedroom to accommodate child(ren) who regularly require overnight accommodation. A case-by-case review is needed to determine whether extra space is necessary. The onus is on the applicant/tenant to verify that an extra bedroom is required to fulfill access arrangements. A letter from the sole custody parent may be sufficient in some situations or arrangements may be indicated in a separation agreement.

If there is no stipulation of adequate accommodation as a condition for access, extra space shall not be granted. Non-profits shall permit temporary crowding to allow parents access to their child(ren).

- Pregnant applicants/tenants - Applicants/tenants (leaseholders) who are pregnant may wish to plan for appropriate housing to suit the needs of a growing family. Medical confirmation may be required to confirm the pregnancy. An extra bedroom may be allocated in order to provide for the unborn child.
- Children who are out-of-town full-time students - children (up to the age of 26) who are out-of-town full-time students, will be counted as a part of the household when determining occupancy requirements as long as they are: attending a recognized learning institution on a full-time basis, and dependent, in whole or in part, on the family for financial support.
- Bachelor apartments - Bachelor apartments are usually allocated to a single individual.
- Changes in Family Composition - Occupancy standards are as follows:
  - After move-in, tenants shall be able to remain in the housing unit chosen, even though there is a change in family composition, as long as the one person per bedroom (with spouses sharing one bedroom) requirement is met.
  - Over-housed tenants (e.g. one person remaining in a two-bedroom unit) are no longer eligible for a rent subsidy in the unit and will be required to either transfer to a smaller unit to continue to obtain a rent subsidy or remain in their current unit and pay the market rent.
  - Under-housed tenants (e.g. four persons living in a two-bedroom unit) may choose to apply for a transfer or remain in an under-housed situation. Since the number of individuals allowed to reside in a dwelling is governed by local municipal by-laws, providers should be aware of local policies concerning occupancy standards.

#### Rules for Eligibility for Accommodation

- Applicants must occupy or have need of a dwelling in Ontario.

- Applicants and members of their households must be permanent residents of Canada or refugee claimants.

They include Canadian citizens, landed immigrants, refugees and any other persons allowed to reside permanently in Canada.

Domestic workers are eligible only if their contracts do not include room and board.

Refugee claimants, although not permanent residents of Canada, are eligible for rent-geared-to-income housing. Refugee claimants must provide official documentation from Immigration Canada of their status as a claimant.

- Immediately prior to occupancy, applicants must be permanently residing in Ontario and must not have a principal place of residence elsewhere.

The only exception to permanent residency in Ontario might occur in communities which border on other provincial jurisdictions. These should be reviewed on a case-by-case basis to determine if the applicant has primarily been resident in Ontario and left only recently because of the need for safe or adequate accommodation (e.g. applicant who is abused finds hostel accommodation in neighbouring province).

- Applicants must be 16 years of age or older.
- Former tenants of fully or partially funded provincial geared-to-income housing who have left owing money will be considered only if the debt is paid in full or if the creditor has agreed to waive payment, accept partial payment or accept an agreement to pay.

Any applicant eligible for priority (due to abuse or urgency) who owes money from a former fully or partially-funded provincial geared-to-income housing tenancy shall be considered as long as an agreement to pay the debt has been reached with the creditor. Where the debt was incurred in a joint tenancy, the applicant is responsible for 50% of the debt.

- Homeowners are not eligible unless they agree in writing to sell their property within a six-month period of being offered accommodation; however, the six-month period may be extended at the discretion of the landlord.
- Applicants/tenants must be able to live independently with or without support services.

**Other eligibility criteria specific to our housing**

*Add any requirements to participate in specific programs, use support services, prohibition on alcoholic beverages or smokers if applicable.*

**Schedule C - (for Providers with NHA Section 95 agreement)**

*(federally funded private non-profits should use their own eligibility rules for this section if there are none contained in their operating agreement)*

**A. Eligibility Rules for Admission to Rent-Geared-To-Income Units**

**1. Basic Eligibility for Rent-Geared-To-Income Family Housing**

- a) Families must contain at least one dependent child and consist of either couples both of whom must be aged 18 years or more or single parents aged 18 years or more.
- b) A dependent child is a person under 18 years of age. Those attending learning institutions on a full-time basis and living at home are considered dependents, even if they are over 18 years of age.
- c) Individuals without at least one dependent child are not eligible for family accommodation. However, provided these individuals are able to cope on their own, they may be housed if they have a medically documented long-term disability that limits their work capacity and earning potential.

**2. Basic Eligibility for Senior Citizen Rent-Geared-To-Income Housing**

- a) A person who has reached his or her 65<sup>th</sup> year and including the spouse of such a person is eligible.
- b) Where a couple is already housed and one spouse dies, a surviving spouse who has not yet reached his or her 65<sup>th</sup> year may continue to be housed at the discretion of the Landlord's Board of Directors.

**3. General Eligibility for Rent-Geared-To-Income Housing**

- a) Applicants must be Canadian citizens or landed immigrants. Visitors to Canada or immigrants without legal status are not considered.
- b) Former tenants of local housing authorities or Ontario Housing Corporation (OHC) who have outstanding arrears can be considered only if the arrears are paid in full.
- c) Applicants who are currently living in OHC or local housing authority accommodation are not eligible for rent-geared-to-income units within the Landlord's portfolio, unless they qualify for a transfer in accordance with the OHC Transfer Criteria.
- d) Persons living with their spouses but seeking accommodation in order to separate or to obtain custody of children will not generally be considered because of the legal implications; however, the Landlord's Board of directors may waive this rule in individual extenuating circumstances.
- e) A separated spouse whose husband/wife and dependent child or children are at present residing in rent-geared-to-income accommodation cannot be considered for an additional unit unless the separated spouse is disabled; in this case the Landlord's Board of Directors may allow the applicant to be housed.
- f) Only one family group can normally be considered for housing. Two or more distinct family groups, e.g., a couple wishing to live with their married children, are not normally considered. However, the Landlord's Board of Directors may, in extenuating circumstances, relax this requirement.
- g) Homeowners are not eligible; however, the Landlord's Board of Directors may approve exemptions to this in extenuating circumstances.
- h) Applicants must have resided in Ontario for at least one continuous year immediately prior to occupancy.

**B. Eligibility Rules for Admission to Market Rent Units**

- a) There are no special requirements for eligibility fore the market rent component; however, as a general requirement, the Landlord is to give preference to persons of low or modest income.

**C. Occupancy Guidelines - Allocation of Rent-Geared-To-Income Units by Size**

**V. Houses, Maisonettes, Two- and Three- Bedroom Apartments**

The following standards should be met when allocating:

- No more than two persons to a bedroom
- Children of opposite sex should not share a bedroom unless both are under five years old
- A parent without a spouse may be expected to share a bedroom, if necessary, with a child of the same sex
- Where one or more spouse has a medically documented handicap, a couple may require separate bedrooms.

- **Bachelor Apartments**

Bachelor apartments constitute units which normally do not have a separate bedroom. Such units are normally allocated only to single applicants including single senior citizens.

**Apartments with One Bedroom**

Apartments with one bedroom should generally (but depending on circumstances) be allocated in the following order of priority:

- senior citizen couples
- single senior citizens
- single parent and one dependent of the same sex
- parents with one dependent less than two years old.

**Other eligibility criteria specific to our housing**

*Add any requirements to participate in specific programs, use support services, prohibition on alcoholic beverages or smokers if applicable.*