

This Tenancy Agreement (called the "Agreement"), made in duplicate, on the date below written

Between:

Cambridge Non-Profit Housing Corporation

(hereinafter called the "Landlord" or simply referred to as "we" or "us" or "our")

Of The First Part

----- and -----

Your Name

(hereinafter called the "Tenant" or simply referred to as "you" or "your")

Of The Second Part

is a legal agreement made between us.

The Landlord's address for the purposes of this agreement and for service of any notices from you required under this agreement, the *Residential Tenancies Act*, or the *Housing Services Act* is:

780 King Street East, in the City of Cambridge ON, N3H 3N9.

1. **Basic Terms**

1.01 You have agreed to rent Unit _____ (called the "Unit") _____, Cambridge (called the "Premises"), and we have agreed to rent the Unit to you on the terms and the conditions contained in this Agreement. You understand that this apartment building or townhouse site was developed under a prescribed government funding program, namely the Provincial Program and, because of this, there are some special rules and rights under the *Residential Tenancies Act* and the *Housing Services Act* which apply to us as a social housing landlord. You agree that you have to comply with your obligations as Tenant under these Acts. We agree that we have to comply with our obligations as Landlord under these Acts.

1.02 The basic terms of this Agreement are as follows:

- (i) The initial term of this Agreement begins on _____ (being the day the Tenant is first entitled to occupy the Unit) and ends on _____ (called the "initial term");

If we are unable to give possession of the Unit to you 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 on 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:

List Names

These persons listed in this section above are Occupants and not Tenants. Their occupancy rights end when the Tenancy is terminated. Occupants who reach the age of 16 may be required to become Tenants and your household will be required to sign a new lease for your Unit or make an amendment to this lease to reflect this change. Occupants who have not reached the age of 16 shall not under any circumstances whatsoever become Tenants, including but not limited to in the event of the death of a Tenant when no other living Tenants remain.

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. Any Guests staying in the unit after that time will be considered trespassers and removed by the police under the Trespass to Property Act 1990, or failing that will be considered unauthorized occupants in accordance with the Residential Tenancies Act, and are responsible for paying compensation so long as they occupy the Unit.

Should the Tenant(s) cease to occupy the Unit for any reason, it is understood that the persons whose names are set out above have not and will not occupy the Unit as Tenants and will be considered trespassers and removed by the police under the *Trespass to Property Act 1990*, or failing that will be considered unauthorized occupants in accordance with the *Residential Tenancies Act*, and are responsible for paying compensation so long as they occupy the Unit.

Guest Policy

- (iii) Tenants who invite guests into their unit must register the guests with their property manager if the guests stay in the unit more than three nights. 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 Tenants wish to have a guest reside in the Unit for a period longer than fourteen (14) days, they must first submit a written request and obtain the approval of the Landlord. The property manager may agree to the stay and will confirm in writing the length of the stay permitted. The property manager may refuse the request if it appears the guest does not intend, or has no prospects of, moving at the end of the agreed-to Guest term, or if staff or tenants have complained about the guest's behaviour, and those complaints have been found to be valid.

At the end of the Guest term, the property manager will check to ensure the Guest has left. Guests who wish to stay beyond the normal Guest term may apply to become Tenants immediately (see additions to the household). If a Guest continues to stay in the unit without the non-profit's permission, the non-profit may cut off the household's rent subsidy with 90 days written notice. The Tenant has the right to ask for a review of this decision. Tenants are responsible for the behaviour of their Guests at all times. Should the Tenant move out of the unit, the Guest must also move out. Any guests staying in the unit after the lease-holding Tenant moves out will be considered trespassers and removed by the police under the *Trespass to Property Act 1990*, or failing that will be considered unauthorized occupants in accordance with the *Residential Tenancies Act*, and are responsible for paying compensation so long as they occupy the Unit.

Death of a Tenant:

- (iv) Upon the death of a Tenant(s) where no other living Tenant(s) remains, this Tenancy Agreement or any renewal thereof shall terminate thirty (30) days after the death of the Tenant(s). Any Guests staying in the unit after that time will be considered trespassers and removed by the police under the *Trespass to Property Act 1990*, or failing that will be considered unauthorized occupants in accordance with the *Residential Tenancies Act*, and are responsible for paying compensation so long as they occupy the Unit.

In the event that there is more than one Tenant and upon the death of one of them, the tenancy agreement shall be deemed to be amended to include the remaining Tenant(s) as Tenant(s), along with the Estate, heirs or personal representatives of the deceased Tenant for a period of thirty (30) days after the death of the Tenant, after which time the rights of the Estate, heirs or personal representatives to hold the status of Tenant ends, and the lease is deemed to be amended to include the surviving Tenant(s) only.

Additions to Households:

- (v) Tenants must report any new persons in the unit within 10 business days of their moving into the unit if they wish to have them stay longer than the fourteen (14) day Guest term. Guests wishing to stay permanently and become Tenants must make a written request to the property manager before their Guest term of stay is over. Persons wishing to join a household receiving RGI subsidy must apply to the non-profit, and submit proof of their income. The person must be eligible to receive RGI subsidy in order for the household to continue to qualify for RGI subsidy. He or she must be a Canadian citizen, landed immigrant or refugee claimant, not under a deportation or departure order, not be in arrears to a social housing provider in Ontario, not be guilty of obtaining RGI subsidy wrongfully, or of misrepresenting income within the last two years, not own residential property unless they agree to sell their property within 180 days of moving in and not have income or assets that place the household above local income or asset limits.

If the newcomer is not eligible for RGI subsidy, the non-profit will inform the Tenant. The non-profit may allow the newcomer to become a Tenant or occupant, but will remove the entire household's subsidy with 90 days written notice. If the newcomer is eligible for RGI subsidy and is not disqualified for any other reason set out in this agreement, then the non-profit will allow him or her to become a Tenant. The household, including the newcomer, will be required to sign a new lease or required to sign an addendum to this lease to reflect this change. The non-profit may also refuse to allow the newcomer to become a Tenant, on grounds permitted under O. Regulation 367/11, in cases where it would be contrary to the non-profit's mandate, if they have a rental history of non-payment of rent, if the non-profit has reasonable grounds to believe that it is unreasonable for the household to reside in shared accommodation, if the physical characteristics of the unit do not suit the needs of the household or if a special needs unit, the level of service required is significantly greater or less than the level of service needed by the household.

If the newcomer will not move out after a decision has been made denying the Guest the right to become a Tenant, then the Landlord may evict the entire household by bringing an application before the Ontario Rental Housing Tribunal to terminate the tenancy after having served the proper notices as required by the *Residential Tenancies Act*.

- (vii) 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	(<u>Yes</u>)	water/sewage charges	(<u>Yes</u>)
a stove	(<u>Yes</u>)	cable/satellite television	(<u>No</u>)
coin free laundry facilities	(<u>No</u>)	heating equipment charges	(<u>No</u>)
a locker	(<u>No</u>)	hydro electric charges	(<u>No</u>)
one parking space	(<u>Yes</u>)	hot water tank rental	(<u>Yes</u>)
		natural gas	(<u>No</u>)
		other _____	

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.

Where you are responsible for any of the utility charges or other services which are not included in your monthly rent, you will contract directly with the appropriate utility company and transfer the responsibility for the payment of the utility charges into your own name. You agree not to remove yourself from the contract with any utility or service company so long as you occupy the rental unit, and if you do remove yourself from the contract, you will continue to be responsible for the payment of those charges so long as you occupy the rental unit, either to the utility or service company or to the Landlord if the Landlord assumes responsibility for the payments as a result of your default. In the case of such a default the Landlord may file an application to the Landlord and Tenant Board or another court of competent jurisdiction to terminate the tenancy based on your interference with the Landlord's lawful right, interest or privilege as it relates to this section.

- (viii) You have paid us a deposit equal to the monthly rent in the amount of N.A. (you will increase this deposit as the monthly rent increases). We will apply this deposit to the rent you will have to pay for the last month you occupy the Unit. We will pay you interest on this deposit each year at the rate prescribed by law; and
- (ix) You have been accepted as a tenant on the understanding that you will pay rent on a rent-g geared-to-income basis.

2. Rent

2.01 As of the first day of the initial term, you will pay us rent calculated as follows:

Market rent	\$ <i>Market Rent Amount</i>
Minus rent subsidy	<i>Rent Subsidy Amount</i>
<hr/>	
EQUALS MONTHLY RENT	= \$ <i>Monthly Rent Amount</i>

The rent subsidy is calculated by us from time to time based upon the rules in the *Housing Services Act, 2011*. Even though rent subsidy is received from the municipal government, the municipality is not a party to this agreement and has no obligations to the Tenant. The monthly rent you will have to pay us will change if your income (or the income of anyone else who lives at the Unit) changes, or the charges and allowances set out in the law change.

2.02 You must give us the information and all relevant documents relating to any change of income or household composition **in accordance with Schedule B**, within 30 business days of when the change happens, so that we can calculate the rent adjustment and we can notify you of the change in your rent. If you fail to tell us that a change in household composition or income has occurred within the 30 business day period, you will no longer be eligible for rent-g geared-to-income assistance. If at any time you fail to provide us with the information and documents we need to prove that you are entitled to rent subsidy, or if we believe acting reasonably that you have given us misleading, incomplete or false information, then we can:

- (i) require that you repay any rent subsidy for which you were not eligible; and
- (ii) terminate your rent subsidy with 90 days notice; and
- (iii) apply to the Landlord and Tenant Board to evict you.

2.03 Schedule B has been attached to this Agreement, which you agree to comply with as if it were part of this Agreement.

2.04 In the event that your circumstances change and you no longer meet the occupancy standards outlined in Schedule C of this agreement, we may:

- (i) inform you that you no longer meet the occupancy requirements and the procedures to follow to remain eligible for rent subsidy;
- (ii) if at any time you fail to follow the procedure set out by the service manager to move to a more appropriate size of unit, terminate your rent subsidy, with 90 days notice.

- 2.05 In the event that your circumstances change and you no longer meet the eligibility criteria for rent-gear-to-income as outlined in Schedule D of this agreement, we will discontinue your rent subsidy with 90 days notice.
- 2.06 If at any time, we discover that you or anyone on the lease owe any other non-profit or social housing provider any monies, you will have to make arrangements, acceptable to the non-profit or social housing provider to whom you owe the monies, to repay the monies and abide by these arrangements or you will lose any rights to a rent subsidy.
- 2.07 Rent must be paid every month on or before the first day of each calendar month by cheque or money order, cash or debit. If a Pre-Authorized Debit (PAD) or a cheque you give us is not honoured, then you must pay us the bank service charge (currently \$10.00) that we have to pay as a result, together with our administration charge of \$20.00.
- 2.08 It is understood that any payment you make to us will be applied against your account in a manner at our sole discretion, and will generally be applied to the oldest outstanding debt, whether that debt is rent, 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.

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

- (i) additional keys
- (ii) replacement keys
- (iii) changing of locks (at the Tenant's request)
- (iv) common room rental (where applicable)
- (v) second vehicle parking

3. Some Tenant Obligations

3.01 You, as Tenant, agree:

- (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;
- (ii) not to assign, sublet or part with possession of the Unit or any portion of the Unit;
- (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);
- (iv) that you will dispose of garbage and recyclables appropriately using the waste disposal and recycling containers provided, and refrain from littering in the common areas of the residential complex (the "Common Areas"). Garbage recycling composting containers must not be stored at the front of townhouse units or on the front porches of townhouse units.
- (v) not to allow any activity or permit any condition to exist in the Unit and/or the Common Areas that may create a health hazard. Such activities include, but are not limited to, collecting and storing a large number of possessions so as to clutter the Unit, balcony and/or the Common Areas and preclude activities for which those spaces were designed.
- (vi) to refrain from doing anything or allowing your guests or agents to do anything in the Unit or in the building (e.g., tamper with smoke detectors) which would result in the Landlord failing to comply with any municipal or other regulatory bodies including without limitation, the local Property Standards, Health or Fire Departments.
- (vii) to pay us the cost of any repairs for any damage to the Unit and/or the Premises, caused by any act - intentional or accidental - or neglect by you, your guests and/or your pets, except for normal wear and tear;
- (viii) to give us written notice of any damage which exists or any repairs which may be needed in the Unit or on the Premises 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;
- (ix) to co-operate fully to permit all repairs, maintenance and improvements to the Unit to be completed expeditiously. Such cooperation extends to, but is not limited to, preparing the Unit by removing or relocating personal possessions from specific areas if requested by the Landlord and/or its authorized agents, facilitating access to the Unit at times convenient to the Landlord's workers and agents, and/or otherwise facilitating the completion of the work.
- (x) that if 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;
- (xi) to respect the rights of other tenants and occupants of the Premises, 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 Premises by others;

- (xii) 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);
 - (xiii) to comply with your obligations and exercise your rights as a tenant under the *Residential Tenancies Act* in a reasonable way; and
 - (xiv) to provide proof of tenant contents and liability insurance prior to signing this Tenancy Agreement and annually thereafter.
- 3.02 Only domestic pets will be permitted and tenants must abide by all City of Cambridge bylaws and adhere to the pet rules as established by the landlord which are listed in Schedule A.
- 3.03 You agree not to:
- (i) make any changes or alterations to the Unit (like the attachment of shelving or the building of a partition in the Unit), or any building systems (like plumbing or electrical services) without our prior written consent. If we do consent to a change or alteration to the Unit, then whatever you have installed becomes our property, which you cannot remove and for which we will not pay you.
 - (ii) bring into the Unit or use in the Unit any large appliance or other large machine, that uses a lot of water, like a dishwasher and - in the case of apartment buildings - clothes washing machine 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.
- 3.04 You acknowledge and agree to:
- (i) keep personal property in a clean and sanitary condition, and free from household pests, which include, but are not limited to, insects and vermin such as ants, cockroaches, bed bugs, mice and rats (the "Household Pests"). The Landlord may inspect your personal property before same is moved into the Unit, and may require you to have same treated at your own expense and to the satisfaction of the Landlord, to ensure that Household Pests have been eliminated.
 - (ii) immediately notify the Landlord of the presence of Household Pests in the Unit. You agree that the Landlord is not liable for the presence of Household Pests in the Unit if the Landlord has not received such a notice.
 - (iii) In the event that the Landlord determines that there is a need to treat the Unit for Household Pests, you agree to fully cooperate with the Landlord in its attempts to take measures to rid the Unit, and/or the residential complex, of the Household Pests by, among other things:
 - a) preparing the Unit for treatment of the Household Pests in accordance with the Landlord's instructions; and/or
 - b) providing the Landlord's workers and/or agents with access to the Unit, so that said workers and/or agents can treat the Unit for the Household Pests.
 - (iv) pay for any damage to the residential complex or the Unit, and/or the costs that the Landlord has incurred or will incur, where such damage or cost is caused by your breach of the foregoing sections.

4. Access

- 4.01 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:
- (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) 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:
 - (a) to undertake repairs and/or to perform work (including pest control) and other alterations and/or improvements;
 - (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 Premises to view the Unit;
 - (c) to inspect the Unit, including the sanitary condition of the Unit and your personal property, and to perform, when necessary, in its opinion, all appropriate pest control treatments required to eliminate Household Pests from the Unit and the residential complex; 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.
- 4.02 When entering the unit in accordance with 4.01, 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.
- 4.03 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 Premises (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.

5. Repairs, Renovations and Alterations

- 5.01 We can perform whatever repairs, renovations or other alterations we think are reasonable or beneficial to the Unit and/or the rest of the Premises.

6. How Long You Can Live in the Unit

- 6.01 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*.
- 6.02 If you are moving out, you must give us at least sixty-five (65) days written notice prior to the date you will be leaving, which date must be the last day of a tenancy period. If you are living in the Unit on a month-to-month basis, 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 65-day notice period. Once you give us the notice that you are moving out, you cannot change your mind. If you do not move out when you are supposed to, we can evict you and you will have to pay any damages that we or any person suffers.
- 6.03 We can terminate this Agreement if you misrepresent your household income.
- 6.04 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.
- 6.05 If there is damage to the Unit or the Premises, like a fire, so that the Unit and/or the Premises is not fit to live in, then this Agreement will be at an end and you must move out.

7. Abandoned Belongings

- 7.01 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 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.
- 7.02 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 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).

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 been issued from the 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.

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 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.

If you are locked out of the unit by a court enforcement officer as a result of an order of the 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.

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.

8. No Liability

8.01 You agree that we are not responsible for any damage caused to your property in the Unit, or elsewhere in the Premises, 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 on the Premises, 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 Premises, 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.

8.02 You agree that it is your responsibility to arrange for your own insurance coverage 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.

9. Parking

9.01 Except as provided for in this agreement, you have no right to use the parking facilities. We may, upon your written request, and where space is available, permit you to park:

- (a) one properly licensed and roadworthy passenger motor vehicle; and
- (b) where in our opinion there is excess parking space available, any other motor vehicle acceptable to us at a fee to be set by the us from time to time.

We will issue a windshield sticker or other means of identification for each vehicle permitted to be parked and we may designate the space in which the vehicle is to be parked by you. We will have the right to tag or tow any vehicles that do not comply with our parking requirements and charge the cost of towing to you, the tenant.

9.02 If you have the use of a parking space, you agree to follow the rules we establish for the use of this parking space (see Schedule A). 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.

9.03 You must not at any time repair or allow to be repaired your or any other vehicle while using your parking space or while on our premises without our written permission. You fail to obtain our written permission to repair a vehicle or fail to keep a vehicle in roadworthy condition and furnished with current valid license plates, we may remove this vehicle from the parking facilities and if you do not claim the vehicle within ten days, it will be deemed to have been abandoned and the we may sell it or otherwise dispose of it without further notice to you. In addition, you will be responsible to pay to us the amount of any costs incurred to remove and to dispose of any such vehicle.

10. Disclosure of Information

10.01 You give your consent and authorization to us to disclose the information you give to us concerning income and household composition to any municipal, provincial or federal department and any agency that assists in the provision of social housing, social agencies providing social assistance to you, or any credit information company.

10.02 You agree that you will provide us with certified income tax forms or income assessment forms from Canada Revenue Agency on request, and consent to us obtaining these forms directly from Canada Revenue Agency for the purpose of confirming income and asset statements, at any time during the term of this tenancy agreement or any renewal of it.

- 10.03 You give your consent and authorization to use to share your contact information with utility and telecommunication companies for the purposes of assisting with your services and any special move in offers for such services.
- 10.04 You also consent to us obtaining a credit report at any time during the term of this tenancy agreement or any renewal of it.
- 10.05 You consent to us providing information on any orders obtained from the Landlord and Tenant Board or divisional court against you for payment of rent arrears to any municipal department or agency administering social housing waiting lists in accordance with the *Housing Services Act*.
- 10.06 You also consent to allow the Landlord to disclose any information arising from any tenancy between us and any information in the rental application to present or future mortgagees, potential purchasers, utility providers, accountants, government agencies, financial institutions, insurance providers, telecommunications providers, financial institutions, lenders and prospective lenders.
- 10.07 This consent is given under the provisions of the *Personal Information Protection and Electronic Document Act*. This consent is valid until revoked in writing. A Tenant may, at any time, request that the Landlord's general manager provide information about the data collected and retained with respect to the Tenant or prospective Tenant.

11. Notices and Authority

- 11.01 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 *Residential Tenancies Act*.
- 11.02 Our legal name for the purpose of giving notice or other documents to us, as the landlord, is Cambridge Non-Profit Housing Corporation. If you want to give us a notice or other document under the *Residential Tenancies Act*, it is best to either mail it or to deliver it personally to one of our two property managers or someone who works for us in the Management Office at 780 King Street, East, Cambridge, ON N3H 3N9. 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.
- 11.03 You understand that not everyone who works for us has the authority to speak for us. Therefore, if you have to make an agreement or arrangement with respect to the Unit, the Premises or anything else related to this Agreement, it is only binding on us if it is in writing and signed by our property managers.

12. General

- 12.01 This Agreement is meant to complement our rights under the *Residential Tenancies Act*, but it does not limit or modify our rights under the *Residential Tenancies Act* 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.
- 12.02 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 Premises, we can still later insist that you do everything that you are supposed to do according to this Agreement.
- 12.03 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.
- 12.04 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.

13. Agreement and Acknowledgment

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

Cambridge Non-Profit Housing Corporation

Date: _____

Property Manager

I have authority to bind the corporation.

13.02 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 Premises, 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.

Tenant

Signature: _____

Date: _____

Tenant

Signature: _____

Date: _____

Schedule A

Rules

1. Site Security and Safety – All Sites

- (a) The furniture, furnishings and personal effects of the Tenant to be brought onto the 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 onto the Premises.

The Landlord, from time to time during daylight hours throughout the occupancy of the Unit by the Tenant, shall have the right to enter into the Unit by giving the Tenant the required notice under law to inspect the Unit 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 rodents, vermin, bedbugs or other like infestations infesting the Unit.
- (b) 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 such screen or pane shall be replaced immediately after repair or cleaning.
- (c) The Tenant shall not barbeque on the balcony or decks.
- (d) If window safety stops have been installed, the Tenant shall not remove them.
- (e) No additional heating units, electrical wiring or plumbing fixtures shall be installed in the Unit except with the approval in writing of the Landlord as in your Tenancy Agreement under Some Tenant Obligations, Item 3.03 (i). The Tenant shall not overload the electrical circuit or use fuses in excess of the requirement for each stove element or use electrical, plumbing or gas equipment for any purpose other than those for which they were constructed.
- (f) Air conditioners must be installed securely and properly in order to prevent damage, accident or injury. The tenant will be personally liable for any damage, accident or injury which may result from the installation of an air conditioner.
- (g) The tenant shall not display any sign, advertisement or notice, in or about the Unit, except for campaign posters during a Federal, Provincial or Municipal election.
- (h) All garbage shall be disposed of as set forth in the Tenant Guide or as otherwise directed by the Landlord. Tenants in multiple unit buildings shall take care, however, not to use the garbage chute for the disposal of aerosol cans, any other explosive materials or any burning material.
- (i) Water shall not be left running unless in actual use.
- (j) The Tenant shall be furnished with two keys to the Unit and shall return to the Landlord all keys to the Unit when vacating such Unit.
- (k) No radio antenna, television antenna or satellite dish of any description shall be installed on or about the Premises without prior written permission having been received from the Landlord.
- (l) The Tenant shall immediately report to the Landlord and to the appropriate health authority any case of infectious or contagious disease occurring in the Unit.
- (m) The Tenant shall not tamper with or disconnect by turning off brakes or in any other manner any heater or smoke detector installed by the Landlord in the Unit.
- (n) All personal property placed in the Unit or in any store rooms or parking areas in the housing development shall be at the sole risk of the owner of such property. The landlord shall nor be responsible for any loss or damage to such personal property from any cause whatsoever other than through the negligent or willful conduct of the Landlord.
- (o) The Tenant shall be responsible for obtaining, at his own expense, insurance coverage for his personal property and for public liability.
- (p) The removal of ice and snow from the entrance walks including the public sidewalks fronting or otherwise bordering on the Unit yard shall be done by all Tenants residing in townhouses.
- (q) Where lawn or garden adjoins the Unit yard the same shall be maintained in good order and condition by the Tenant.
- (r) The Tenant shall respect the rights and privileges of other tenants in the housing Premises.
- (s) The Tenant acknowledges receipt of a copy of the Tenant's Guide.

2. Apartment Buildings

- (a) Household furniture and effects of the Tenant, shall not be taken into or removed from the Unit except at such times and in such manner as may be previously consented to and approved by the landlord, and all damage to the Unit or to the building of which they form a part caused by moving such furniture and effects into or out of the Unit shall be made good by the Tenant.
- (b) 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 Unit.
- (c) No washing machines or dryers shall be permitted in an apartment unit.
- (d) All visitors are to use the intercom system.
- (e) 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.

- (f) If an unknown visitor is seen entering the Building or a Unit with keys, the Tenant will report the incident to the Security Tenant immediately.
- (g) Repairs/service persons or other visitors will be referred either to the Security Tenant or, if they are seeking a Tenant, to the intercom system.
- (h) The Tenant shall, if any exit door is propped open, remove the prop and report the breach in security to the Security Tenant.
- (i) Balconies:

The Tenant(s) agrees not to use the balcony for the purpose of barbecuing. The Tenant shall maintain any patio or balcony area forming part of the Leased Premises in a neat and tidy condition at all times to the satisfaction of the Landlord and in no case shall the Tenant install or place carpeting or floor covering of any kind on the balcony.

The Tenant(s) further agrees that no awnings, shades, flowers, containers, TV or satellite aerial antennae, dish, apparatus or any other extensions or obstructions shall be erected over the outside windows, doors or balconies without the written consent of the Landlord and if any such television or radio antennae, aerial or dish or apparatus is erected without such written consent, to immediately remove the same upon request of the Landlord or his agent or representative. The Tenant(s) further agree that if any such television or radio antennae, device or apparatus is erected on the said building (whether with or without the consent of the Landlord) will at his or her own expense, repair any damage done to the building or premises by reason of the erection, maintenance or removal thereof and will indemnify and save harmless the Landlord or agents from all liability for damages to persons or property as a result of the erection, maintenance or removal thereof.

3. Laundry Facilities - Apartment Buildings

- (a) These laundry facilities are for the sole use of the tenants.
- (b) 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 shall be kept locked when not in use.
- (c) The Tenant is responsible to report any problems with the machines to Security Tenant to ensure prompt repair. If the staff are not on the Premises, the Tenant agrees to place a note on the appliance: "NOT IN SERVICE".
- (d) If a problem occurs on the weekend, the Tenant shall wait until the first working day to submit a request for repair.
- (e) The hours for the laundry facilities are 9:00 am – 9:00 pm daily.

4. Pets

- (a) 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.
- (b) Tenants who wish to keep a pet must first complete the attached registration form and return to the property manager. Permission will normally be given for common varieties such as domestic dogs and cats that are not restricted by current legislation if the resident lives in a unit where there is direct access from the ground floor to a yard area.
- (c) Once the registration form is complete the owner will be given written permission to keep the said pet on the Premises. This permission can be withdrawn if the quiet and safe enjoyment of others is disrupted. A copy of the registration form is kept on the resident's file.
- (d) Pet owners must observe all local municipal regulations including license requirements, and are responsible for the proper hygiene and control over their pets. Pet license information must be recorded on each registration form completed by the resident owner.
- (e) Cleanliness and Hygiene of the property is to be maintained to the standard required by the Public Health Authority and the City of Cambridge bylaws.
- (f) All Pets are to be kept in the Tenant's Unit. If a roaming animal is identified, the Landlord will advise the owner in writing. If it is not possible to identify the animal, the proper local municipal agency responsible for animal control will be requested to pick up all such animals and remove them from the site. If repeated incidents of allowing the animal to roam are noted, then a second letter will be sent to the owner advising that the animal must be relocated outside the project area and that further infractions will result in the initiation of eviction proceedings.
- (g) Pet owners will be responsible for any damage or complaints caused by their pets.
- (h) Pets must not be kept on the Premises for commercial purposes.
- (i) The Tenant shall not keep or allow to be kept in or about the Premises, any animal where:
 - (i) the past behavior of an animal of that species has substantially interfered with the reasonable enjoyment of the Premises for all usual purposes by the Landlord or the other tenants, unless the animal kept by the tenant has not caused or contributed to the substantial interference;
 - (ii) the presence of an animal of that species has caused the Landlord or another tenant to suffer serious allergic reaction, unless the animal kept by the Tenant has not caused or contributed to the allergic reaction; or
 - (iii) the presence of an animal of that species or breed is inherently dangerous to the safety of the Landlord or other tenants.

5. Parking

- (a) The Tenant(s) agrees that vehicles shall be parked only in such spaces which the Landlord may designate from time to time, and the Landlord shall have the right to reassign such parking spaces from time to time as the Landlord, in its sole discretion, may determine. The Tenant shall furnish the Landlord with such information as it may require to identify the Tenant's vehicle and the Tenant shall affix to the vehicle such identification as may be required by the Landlord. The Landlord shall have no obligation to provide parking for more than the number of vehicles specified above.
- (b) Parking spaces are for automobile parking only and not for storage of other articles. Parking charges are for the use of the parking space only. The Landlord is not responsible for any loss or damage to the car or its contents.
- (c) The Tenant(s) shall not allow other persons to park their vehicles in their designated parking space who are not either guests or occupants of the rent unit, and the Tenant(s) shall not assign, sublet or otherwise rent their parking spot(s) out to other tenants or non-tenants.

Schedule B

Information About Reporting Your Income

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

The amount of rent you pay 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 the *Housing Services Act* and 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 or received 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, within thirty (30) days of the change, whether or not we have asked for the information.

(d) Income declaration

You agree that on the first day of _____ in each calendar year, you will deliver to us a signed statement from you and every member of your household who is 16 years old or older 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 household income and any other information and materials the government has asked us to get, even though some types of income may not be used to calculate your geared-to-income rent.

(e) Definition of 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 included in Calculation of Rent-Geared-to-Income

- (i) gross salaries, wages, overtime payments, commissions, bonuses, tips, gratuities,
- (ii) the gross annual income from any form of self-employment including an owned business less itemized business deductions as allowed by Canada 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;
- (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 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 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 (simplified from the list of excluded income in O. Reg. 298/01 Section 50 (3)) will not be included as income for rent calculation purposes but must be reported to us anyway:

- (i) social assistance income (Ontario Works, ODSP, ACSD, OW Temporary Care Allowances tax returns and rebates for which rent is established based on a scale as prescribed by the Housing Services Act)
- (ii) loans
- (iii) inheritances
- (iv) gifts and donations of small value
- (v) windfalls
- (vi) income from the disposition of assets
- (vii) payments for employment or training costs
- (viii) student loans, grants and awards (MTCU)
- (ix) income of dependent children who are also students
- (x) Learning, Earning And Parenting Program (LEAP) incentives
- (xi) interest earned in a pre-paid funeral plan
- (xii) income earned in a Registered Retirement Savings Plan (RRSP), a Registered Retirement Income Funds (RRIF), a Life Income Fund (LIF) or other life or retirement annuity
- (xiii) income earned in a Registered Education Savings Plan (RESP) Income
- (xiv) Canada Pension Plan (CPP) Children's Benefits and lump sum death benefits
- (xv) a Special Allowance under the Veterans Affairs Disability Pension Program and Veterans Independence Program benefits
- (xvi) income earned in trusts for disabled people or withdrawn for disability related items and services or for educational costs
- (xvii) payments intended for disability related items and services
- (xviii) pain and suffering compensation payments including but not limited to:
 - a. Helpline Reconciliation Model Agreement.
 - b. Multi-Provincial/Territorial Assistance Program Agreement.
 - c. Grandview Agreement.
 - d. Hepatitis C Settlement Agreement
 - e. compensation for sterilization from Government of Alberta
 - f. Walkerton Compensation Plan
- (xix) foster child income and special payments to adoptive parents
- (xx) Extended Care And Maintenance Allowance (ECM) for former crown wards
- (xxi) Workplace Safety Insurance Board (WSIB) income designated as B165 payments
- (xxii) income from the Resettlement Assistance Plan for new immigrants
- (xxiii) designated benefits payable to First Nations peoples
- (xxiv) certain payments made under the *Ministry of Community and Social Services Act*
- (xxv) lump sum settlements or insurance payments
- (xxvi) payment received from a service manager as part of an asset-building initiative

Schedule C

Occupancy Standards for Rent-Geared-to-Income Households

- (a) The largest unit a household will qualify for is:
One bedroom for a couple, or same-sex partners, plus a bedroom for each additional household member (e.g. the largest unit for a one parent with one child household would be a two-bedroom unit).
- (b) The smallest unit a household will qualify for is:
One bedroom for every two people in the household (e.g. the smallest unit for a household with two parents and three children would be a three-bedroom unit).
- (c) Despite the above statement, where is household is composed of one individual or two spouses or same-sex partners, the smallest unit the household would be eligible for would be a bachelor unit.
- (d) There are a limited number of circumstance under which an additional bedroom can be assigned to the household. These are outlined in the Region of Waterloo Housing Division, Housing Programs - Policies and Procedures Manual, Section 5, Policy 5.8, Occupancy Standards, Operational Considerations.
- (e) Applicant households reserve the right to appeal any decision regarding Occupancy Standards through the Community Housing Review System as described in the Region of Waterloo Housing Division, Housing Programs - Policies and Procedures Manual, Section 9.

Schedule D

Eligibility Criteria for Rent-geared-to-income Assistance

- (1) A household is eligible for rent-geared-to-income assistance if,
- (a) at least one member of the household is 16 years old or older and is able to live independently;
 - (b) each member of the household meets at least one of the following criteria:
 - (i) the member is a Canadian citizen,
 - (ii) the member has made an application for status as a permanent resident under the *Immigration and Refugee Protection Act (Canada)*, or
 - (iii) the member has made a claim for refugee protection under the *Immigration and Refugee Protection Act (Canada)*;
 - (c) no removal order has become enforceable under the *Immigration and Refugee Protection Act (Canada)* against any member of the household;
 - (d) in the case of a household other than a special priority household, no member of the household owes, with respect to a previous tenancy in any housing project under any housing program,
 - (i) arrears of rent,
 - (ii) money owed as the result of a reimbursement requested by a service manager under section 56 of the Act, or
 - (iii) money owed in respect of damage caused by a current member of the household;
 - (d.1) in the case of a household other than a special priority household, a member of the household, with respect to a previous tenancy in any housing project under any transferred housing program, owes arrears or money owed as set out in clause (d) and,
 - (i) the service manager is satisfied that extenuating circumstances exist, or
 - (ii) any member of the household has entered into an agreement with the housing provider for the repayment of the arrears or money owed and the service manager is satisfied that the member is making or intends to make all reasonable efforts to repay the arrears or the money owed;
 - (e) No member of the household has been convicted of an offence under the HSA, the SHRA or the *Criminal Code* in relation to the receipt of RGI assistance within the last 2 years (or shorter period as determined by the service manager); and
 - (f) The household is not absent from their unit for a period longer than 90 consecutive days with or without the consent of the Service Manager.
- (2) For the purpose of clause (1) (a),
- (a) an individual is able to live independently if he or she is able to perform for himself or herself the normal essential activities of day-to-day living; or
 - (b) an individual shall be deemed to be able to live independently if the individual is able to live independently with the aid of certain support services and demonstrates that those support services will be provided to him or her when they are required.