[ ]  Landlord Copy [ ]  Tenant Copy



# RENTAL AGREEMENT (LEASE)



## Lease Part 1: Terms

This is a legal agreement (the Agreement) between you, the tenant(s),

and Nipissing District Housing Corporation

Office Address: 200 McIntyre St East
 North Bay, ON, P1B 8V6

If there is more than one Tenant or there is a co-signor, each Tenant and co-signor are fully responsible for all parts of the lease. For example, if one of the Tenants does not pay his or her share of the rent, the other Tenant(s) and/or the co-signor must make up the difference.

Only these people can live in the Unit in addition to you:

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We may need minors who reach the age of 18 to become Tenants by signing—together with you—a change to this Agreement.

The people listed above will not become Tenants under any other circumstances. If all of the Tenants listed at the top of this page stop occupying the Unit, the non-Tenants do not become Tenants and must move out of the Unit right away. If they do not, they are trespassers. They may be removed by the police under the *Trespass to Property Act*, and they must pay for the time that they occupy the Unit after the Tenants have left.

If a Tenant dies leaving no other Tenants, this Agreement ends 30 days after the death of the last Tenant.

If a Tenant dies and there are other Tenants, the deceased Tenant’s estate, heirs or personal representative are automatically added as parties to this Agreement for 30 days after the Tenant’s death. After that 30-day period, this Agreement continues only with the Tenants who remain in the unit.

Nipissing District Housing Corporation is renting you the premises at      , for residential use only.

These appliances are included with your unit:

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| --- | --- | --- | --- | --- | --- |
|  | [ ]  a stove |  | [ ]  a refrigerator |  |  |

These services and utilities are included in the rent:

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| --- | --- | --- | --- | --- | --- |
|  | [ ]  heat |  | [ ]  electricity |  | [ ]  hot water |
|  | [ ]  water | Image result for parking | [ ]  parking |  | [ ]  a locker or  storage space |

 You are responsible for these services and utilities, which are not a part of your rent:

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| --- | --- | --- | --- | --- | --- |
|  | [ ]  gas |  | [ ]  electricity |  | [ ]  hot water tank rental |
|  | [ ]  water |  | [ ]  laundry |  | [ ]  a locker or  storage space |
|  | [ ]  cable  TV |  | [x]  Internet  access | Image result for parking | [ ]  parking |

You are responsible for the set-up and payment for the above services or utilities. You will enter into a direct agreement with the company that provides the service or utility. You must keep all agreements for services and utilities in your name for a long as you live in the Unit.

The lease begins on and ends on  (the “**Term**”).

We may not be able to give you possession of the Unit until after the first day of the Term. If that happens:

a) We will offer you possession of the Unit as soon as we can.

b) You will not be charged Rent for days you do not possess the Unit.

c) This Agreement will remain valid and the Term will not be extended.

d) We will not be liable to you for our failure to give you possession on the first day of the Term.

We accept you as a Tenant understanding that you will pay rent that is calculated based on your income.

As of the first day of the Term, you pay us rent calculated as follows:

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| **Monthly market rent** | $.00 |
| **Minus Rent Subsidy** NOTE: policies in Part 4 apply |  **-** $     .00 |
| **Utility Adjustment** (charge or allowance) | $     .00 |
| **Separate Charges**(specify item: e.g. cable) | **+** $     .00 |
| **Total Monthly Rent** for the Unit including utilities and separate charges | $.00 |

Signing this lease means that you are accepting the terms in **Part 1**, the conditions in **Part 2**, the policies and procedures in **Part 3**, and, where applicable, **Part 4**.

Signed:

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Tenant Date

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Tenant Date

We, the Landlord, have read this Agreement and understand our obligations as the landlord of the Building.

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For Nipissing District Housing Corporation Date

I have been given a copy of this lease.

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Tenant Date

## Lease Part 2: Conditions

Nipissing District Housing Corporation is a non-profit housing corporation. There are special rules and exemptions under the *Residential Tenancies Act, 2006* (the “**RTA**”) and rules and regulations from federal, provincial and municipal governments which apply to us and to you as our Tenant.

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|  | **1. Rent** |
| a. You must pay rent by no later than 4:00 pm on the first day of each month. You may pay by cheque, debit payment, money order, online banking or direct electronic funds transfer authorization. Rent is payable to Nipissing District Housing Corporation and must be sent to 200 McIntyre St East, North Bay, Ontario P1B 8V6 Rent paid by anyone other than a Tenant will be considered to have been paid on your behalf, and will not make that person a Tenant.b. If your cheque or payment is returned by the bank or you have been served with a notice of termination of your tenancy for non-payment of rent, you will be required to replace all funds owing with a certified cheque, bank draft, cash or money order, and pay any bank charges and a service fee of $20.00You offered, and we agreed to accept, a series of 12 post-dated cheques, which you will give to us by no later than the first day of the Term. If they clear the bank, these cheques meet your rent obligation for one year starting on that day. d. You have paid us a rent deposit of $\_\_\_\_\_\_\_ which equals one month’s rent. If your rent increases, you will make another deposit so that your rent deposit always equals your monthly rent. We will apply your rent deposit to your rent for the last month you live in the Unit. We will pay you interest on this deposit each year at the rate that the law requires. We may, at our option, add the interest that is payable on the rent deposit to the rent deposit so that the rent deposit equals the monthly rent payable for the Unit.e. We decide how to apply your payments to your account. We usually apply a payment against the oldest outstanding amount you owe us at the time that payment is made.f. You must pay additional charges for:a) extra or replacement keys $\_\_\_b) recoding your access card or fob $\_\_\_c) transferring to another unit at your request $\_\_\_d) extra hydro for having an air conditioner/appliance in the Unit $\_\_\_ |
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|  | **2. Rights and Responsibilities of Tenants** |
| You agree:a. to use the Unit as your residence lived in only by you and the people listed on the lease, or anyone else who we approve in writing in advance;b. not to sublet or hand over the Unit, or any part of it, to anyone who is not listed in this Agreement;c. to keep the Unit, the appliances in the Unit and other areas or facilities we rent to you reasonably clean. If you do not, we may ask you to clean the Unit, and may inspect to see that it has been done;d. to leave the Unit, the appliances in the Unit, and other areas or facilities clean and in good condition when you move out (except for normal wear and tear); e. to ensure that the utilities that you are responsible for paying are in good standing. Disconnection of utilities can cause damage to refrigerators and hot water tanks and may cause pipes to freeze in winter. You will be held responsible for any damages resulting from this situation, and for all reconnection costs;f. to dispose of garbage and recyclables properly using the garbage and recycling bins and not to litter the common areas of the Building; g. that you, other household members or your guests may not do anything which could be a fire, health or safety risk to exist in the Unit, balcony and/or common areas of the Building. This includes, but is not limited to: storing dangerous or flammable materials; feeding or providing nesting space or other actions to attract pests, including pigeons; collecting and storing a large number of possessions; or letting garbage pile up in or around the property (including common areas). Open flame BBQs (e.g., gas, coal) are not permitted on balconies. Only electric BBQs may be used;h. that you, other household members or your guests may not disconnect or tamper with any safety equipment, including, but not limited to, smoke and heat detectors, other fire alarm systems, door closures and window restrictors on the property;i. that your Unit is provided with heating and ventilation equipment for your health and comfort. You are responsible for maintaining the heat and humidity in your unit at a safe and healthy level. If you do not use this equipment properly and your unit is damaged as a result, you will be charged for damages;j. to pay us the cost of repairs or damage to the Unit or the Building (except for normal wear and tear) caused by your actions or neglect or that of your household members, guests or pets;k. to give us notice in writing of damage you find or repairs the Unit or Building need as soon as you are aware of them, and give us a reasonable amount of time to make needed repairs; l. that we are not liable for repairing damage or addressing maintenance issues for which you have not given us notice in writing;m. to co-operate fully to allow us to repair, maintain and improve the Unit quickly, including moving or removing personal possessions if we or our agents ask you to do so;n. to give access to the Unit to our workers and agents whenever we might request this access (according to Section 8 of this Agreement), and do other things that will help with the work; o. that if you do not give us written notice that something needs repair in the Unit within ten days of moving into the Unit, no repairs were needed when you moved in;p. to respect the rights of other tenants and occupants of the Building, and our staff; **“ a tenant shall not harass, obstruct, coerce, threaten or interfere with the landlord.” RTA, 2006, c. 17. S. 36.**q. to avoid making too much noise, to take reasonable steps to make sure that your household members, guests and pets do not make too much noise, and to stop loud noise made by yourself, other household members, your guests or your pets when asked to stop by your neighbours or our staff or agents;r. that you are responsible for your pet’s actions or the actions of any pet you, a member of your household or your guest brings on the premises. You must not allow the pet to disturb other tenants and the landlord. You will be responsible for the cost of repairing any damage or loss caused by the pet;s. that you, other household members, your guests or your pets may not interfere with other tenants’ use and enjoyment of the walkways, driveways, yards, porches, and other common areas;t. to make sure that people you allow on the property follow your lease, andu. to meet your obligations and exercise your rights as a tenant under the RTA and the rules and regulations from federal, provincial and municipal governments which apply to you as our Tenant.v. to ensure your entrance(s), walks, stairs, driveways fronting and bordering your unit are kept clear of snow and ice.w. to ensure your yard is kept in good order, and your lawn is maintained in proper condition, as per city/town by-laws. (watering your lawn should be done efficiently and restricted to no more than a half hour) ( watering of lawn is not permitted unless written permission from landlord) |
|  | **3. Responsibilities of Landlord:** |
| a. We agree to comply with our obligations as landlord under the RTA and the rules and regulations from federal, provincial and municipal governments which apply to us.b. We are responsible for keeping the property in good condition and up to legal standards.c. We can repair, renovate or alter the Unit or the rest of the Building if we think it is reasonable or beneficial to do so.d. We will repair any damage or malfunction to electrical, plumbing, heating and mechanical systems as soon as possible after being informed of the damage or breakdown.e. We are responsible for keeping tenants informed of any changes in rules or policies. |

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|  | **4. Making Changes to the Property:** |
| You cannot make changes, or improvements to the Unit or the Building without our written permission. You must not: 1. Make any changes, additions, or improvements to the plumbing, electrical, heating systems, the structure, walls, floor, foundation, doors, roof or windows;
2. install,erect pools, trampoline or other play structure on the property and common grounds

b. Complete any alterations to your unit, like replacing lighting or kitchen countertops;c. Bring in any appliance, including, but not limited to, a stove, refrigerator, freezer, dishwasher, air conditioner, clothes washing machine or clothes dryer;d. Paint the unit. If permission is given, you agree to return the unit to its original colour when you move out or pay us for the costs of repainting the unit to its original colour; and/ore. change, replace or install any locks or alarm system on the property. If permission is given, you must provide us with keys for any new locks and the codes for any alarm system you install.f. you must be aware that some units have been identified has having asbestos and that prior to drilling into the drywall, painting or disturbing floor tiles that you contact the Maintenance Department to ensure the proper steps are taken accordingly the Asbestos Management Protocols. ( Phase 1 and 2, do not have asbestos).If we do agree to allow you to make a change to the Unit, whatever you install becomes our property. You cannot remove it, and we will not pay you for it.  |

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|  | **5. Utilities, telephone, cable and satellite services:** |
| a. You must have written permission from us before installing a satellite dish. The installation must be done by a qualified professional, and must not damage the building or endanger other tenants.b. For properties with an enter phone system, you must have written permission from us before changing your land-line phone company. Changes to the wiring in the Unit must be done by a qualified professional, and must be done correctly to ensure the enter phone continues to operate properly. |

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|  | **6. Damages:** |
| a. The Move-In Inspection Report describes the condition of the Unit when you move in and will be used to assess any damages when you move out. You are responsible for making sure that the report is correct at the time that you move in, and for bringing any problems to the attention of the Maintenance Department.b. You are responsible for any damages beyond normal wear and tear that are caused by you, other household members, your guests or your pets. If you do the repairs yourself, they must be approved by us and must meet all legal standards. We have the right to require you to hire a qualified professional to carry out any repairs. If we do the repairs, you must pay the costs.c. You are responsible for informing us right away of any damage or anything that might cause damage to your Unit. |

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|  | **7. Insurance and Liability:** |
| a. You agree that we are not responsible for any damage caused to your property in the Unit, or elsewhere in the Building ( property), no matter what the cause is, unless it can be proven that our gross negligence was the sole cause of the damage. b. 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 (property), unless it can be proven that our gross negligence was the sole cause of the injury. c. If something breaks down (even if we are responsible to fix it), we are not responsible for any personal injury, illness or discomfort that anyone may suffer because something is broken, as long as we make reasonable efforts to carry out any repairs that are needed. d. We are also not responsible if you or one of your guests are hurt or any damage is caused because of the act, omission or negligence of another tenant/resident and/or one of her/his guests. e. 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 stopping any vital service, so long as we do the work in a timely manner. f. You agree to fully co-operate with us to make repairs or complete renovations to your Unit and accept that a lack of co-operation may lead to delays which are not our fault. g. You understand that a lack of co-operation may also result in us taking legal action against you. h. Nipissing District Housing Corporation does not carry insurance for you and your belongings. We also do not provide coverage for the cost of any claims against you for damage to your Unit or injury to other people. i. You need to buy tenant insurance that includes comprehensive liability coverage ($500,000 or more) and to maintain that insurance as long as you live here. We also suggest that your insurance include coverage for damage to your belongings. j. You agree to provide us with proof of your insurance coverage each year, and/or at any other time that we may ask for proof of your insurance. We are not liable for any claim that you make that is or could have been covered by your own insurance, or that could have been covered by insurance that you could have bought. k. We can take legal action against you if you do not keep and/or renew your tenant insurance.  |

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|  | **8. Entry by Nipissing District Housing Corporation and our Agents:** |
| a. Nipissing district Housing Corporation or our agents may enter your Unit, between 8 am and 8 pm, on 24 hours’ written notice:1. to check the condition (i.e. housekeeping, damages) or do inspections in your unit;2. to make repairs;3. if your rent has not been paid or you have broken the conditions of the lease;4. for pest control;5. to inspect the unit to make sure that it is being used legally as a residential unit and not for any illegal purpose, including as a production facility for illegal substances; and/or6. to allow a potential or actual lender, purchaser, insurer, insurance adjuster, real estate agent or appraiser of the Building to view the unit.b. Nipissing District Housing Corporation may enter your Unit without notice:1. in an emergency situation;2. to show the unit to possible tenants between 8 am and 8 pm, after you have given your written notice to move out (we will try to let you know in advance); and/or3. if you give us permission to enter at the door.c. You agree to let Nipissing District Housing Corporation or our agents take notes, photographs and/or video recording during a Unit inspection which may be provided to the Landlord and Tenant Board in any legal proceeding or if required, to our insurers, to the police or other government agencies. |

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|  | **9. Moving Out:** |
| a. If you intend to move out, you must give Nipissing District Housing Corporation 60 days’ (two months’) written notice. The 60 days’ notice must end on the last day of a month. You are responsible for the rent, utilities and other charges for those 60 days, even if you move out earlier.b. Once you give us notice you are moving out, you cannot change your mind. If you do not move out by the date that you have told us you will be moving out, we can evict you and you will have to pay us for each day you remain in the Unit.c. Everyone who signed the lease should sign the notice.d. You agree and accept that by giving us this written notice, it means that everyone in the Unit has to move out even if not everyone has signed the notice or does not agree to move out. e. Nothing in this section stops us from entering into a new lease with anyone in the Unit, but we are also not required to enter into a new lease.f. We will get rid of any items left in your unit after your move out date. You will be charged the cost of disposal. |

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|  | **10. Lease Renewal:** |
| a. You will be sent a letter concerning your renewal 60 days prior to your renewal date. You will be given notice of the new rent payable within 30 days of the end of the Term. If you do not wish to renew your tenancy, you are still required to provide 60 days’ notice in writing to us of your intention to move out.b. If we do not make another agreement with you in writing before the end of the Term, your tenancy will continue on a month-to-month basis according to the RTA.c. We have the right not to renew your tenancy if you are persistently late with your rent payment or for any other reason allowed under the RTA.d. If at any time, while you are living here, there is damage (e.g., fire, flood) to the Unit or the Building and either is not fit to live in, this Agreement will end and you will be required to move out. |

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|  | **11. Abandoned Belongings:** |
| a. If your rent is 10 days late and you have removed your personal belongings from the Unit, we may assume that you have moved out. We will make reasonable efforts to contact you to determine if you have left the Unit. We will inspect your Unit to determine if you have permanently left the Unit.b. If it is determined, on reasonable grounds, that you have permanently left the Unit, we will take possession of the Unit, without your permission or an order from the Landlord and Tenant Board, in order to rent it to someone else.c. You will be responsible for paying for all amounts for rent, utilities and other charges until the Unit has been rented to someone else.d. After we have determined that you have permanently left the Unit, we will mail you a letter to your last known address notifying you that we will be getting rid of any furniture, clothes or other personal belongings. If you do not retrieve your property within 30 days after we send you this letter, we may get rid of your property as we see fit, including selling or keeping it for our own use. You will be charged for the cost of storage, disposal and all damages.e. You agree to tell us, in writing, if you plan to be away from the Unit for more than 60 days, and understand that, by not telling us, we may reasonably consider this as proof that you have permanently left the Unit.f. You acknowledge that permanently leaving the Unit means you are still responsible under the terms and conditions of this lease and that we may still take legal action against you even if we take possession of the Unit in order to rent it to someone else.g. We may dispose of belongings left behind in the Unit (including selling or keeping them for our own use) right away and without telling you, if you have moved out of the Unit because:i) you signed an agreement to end your tenancy;ii) you gave us a notice that you were moving out; oriii) the Landlord and Tenant Board issued an order against you terminating your tenancy which has not yet been enforced by the Sheriff.h. We may remove property left in the Unit and store it elsewhere (although we may dispose of unsafe or dirty items right away) if:1. we have reason to believe that you have permanently left the Unit; or
2. you are the only Tenant and you die, which ends your tenancy.
3. We may dispose of property left in the Unit (including selling or keeping it for our own use) in any of these cases:
4. 30 days after the Landlord and Tenant gives us an order declaring your Unit abandoned; or
5. if you are the only Tenant and you die, if your estate has not collected your property 30 days after your death. We do not have to give your estate notice.

j. Unless we have made other arrangements in writing, we may sell, keep or dispose of your property if:i) you have been locked out of the Unit by the Sheriff because of an eviction order of the Landlord and Tenant Board, andii) you have not come to get your property from the Unit or at a place close to the Unit within 72 hours after the eviction order is enforced. |

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|  | **12. Consent and Disclosure of Information:** |
| You give your consent to allow us to:a. obtain a credit report at any time during your tenancy;b. give information concerning your income, who lives in the Unit and other information related to your tenancy to any municipal, provincial or federal agency that assists in providing social housing, to agencies providing social assistance (ie: Ontario Works and or Ontario Disability), to utility, insurance providers and banks;c. give information to collection agencies, credit information companies on rent arrears or money owing as a result of any damage and/or as a result of any orders that we may obtain against you from the Landlord and Tenant Board or Divisional Court;d. give information to any municipal department or agency administering social housing waiting lists in accordance with the rules and regulations from federal, provincial and municipal governments which apply to us and you as our Tenant;e. get information from utility providers (Hydro, Gas or any third party providers) if your utilities may be terminated or suspended because your account is not in good standing; and/orf. get information from utility providers (Hydro, Gas or any third party billers) about the total consumption in the Building to help us conserve energy.g. to a representative or agent of Children’s Aid Society as it relates to the services provided by their agency and relevant to your tenancy with Nipssing District Housing Corporationh. to contact any agent working on behalf of the Nipissing District Housing Corporation for the purposes of complying with the Housing Services Act, 2011.Y You must be aware that a representative or agent of the Children’s Aid Society may be contacted as it relates to your tenancy with the Nipissing District Housing Corporation; You may at any time contact our Privacy Officer, Tracy Ann Bethune at 705-472-2441 ext. 3740 to get a copy of our complete privacy policy. You can also ask the Privacy Officer to let you see the information we have on file about you and for a Privacy Complaint Form to raise an issue about the use of that information.This consent is given under the provision of the *Personal Information Protection and Electronic Document Act* and *Municipal Freedom of Information and Protection of Privacy Act*, or any later laws that replace or add to it. Your consent is valid until and unless you cancel it in writing. |
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|  | **13. Notices and Authority:** |
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| a. We can deliver written notice regarding your Tenancy directly to you at the Unit. If you are not at home, we can give the notice to anyone in the Unit who looks like an adult. We can also mail or email a notice to you at the Unit or deliver it in any other way the RTA allows.b. You may deliver written notice to us by delivering it to TracyAnn Bethune, Tenant Services Supervisor or Pierre Guenette, Operations Manager at our office located at 200 McIntyre Street East, North Bay, Ontario. You may mail notices regarding your Tenancy to this address: 200 McIntyre Street East, North Bay, Ontario P1B 8V6. If you mail a notice to us, then you cannot hold us responsible for not acting on it until after we have actually received it. We can change our address for notices by delivering a written notice to you with the new address.c. You understand that not everyone who works for us is allowed to speak for us. Only our Tenant Services Supervisor or Operations Manager is allowed to make changes to this Agreement or arrangements about your Tenancy.  |

**Lease Part 3**:

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|  | 1. **Paying Your Rent**
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| We prefer that you pay by pre-authorized payment, post-dated cheques, online banking or debit payment.A certified cheque, money order or debit payment may be required in the following situations:* + to clear an eviction order for non-payment of rent,
	+ to clear a cheque that has been returned from the bank,
	+ if there has been a history of persistent returned cheques.

Cheques or money orders (but not cash!) can be put in the drop box at the office. Please make sure your name and address are clearly marked on your payment.Let the Tenant Services Staffs know if your rent will be late for any reason. You can be evicted for repeatedly paying your rent late as well as for not paying your rent. While we will help you get your rent paid, you agree that our acceptance of late or delayed rent payments or any payment plan does not mean that the late or delayed payment of rent will be accepted going forward. We can still take legal action against you for paying your rent late.Initial: \_\_\_\_\_\_ |
|  | 1. **Locks**
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| Wherever possible, unit and mailbox locks are changed before you move in.We charge for lock-outs, changing locks or adding locks.You cannot change the locks on the door of the Unit, inside the Unit or install new locks without getting our permission in writing. We may change the locks for the Building or the Unit or the Building’s security system without your permission if we give you notice of the change and give you a new key or access card.Initial: \_\_\_\_\_\_ |
|  | 1. **Pest Control**
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| You must let us know right away in writing if Household Pests, including ants, cockroaches, bed bugs, mice and rats, are in the Unit.We expect you to maintain your unit so that it does not attract Household Pests. We may inspect your personal property before you move it into the Unit, and may require you to have it treated at your own expense to make sure that any Household Pests are gone. Do not allow pigeons to nest on your balcony. If you are having problems keeping pigeons off your balcony call the Maintenance Department to get information on steps you can take. If it is necessary to treat for Household Pests, we expect you to work with us to get rid of them in the Unit or the Building. You must give our staff or agents access to the Unit, so that we can treat the Unit for the Household Pests. You will be given written notice and instructions in advance to allow you to prepare your unit. If you do not prepare, we may do so and charge you for it. You are also responsible to pay for damage to the Unit or the Building and any costs we incur if you do not work with us to rid the Unit or the Building of Household Pests.Initial: \_\_\_\_\_\_ |
|  | 1. **Pets**
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| Your pets are your responsibility. Do not let them bother other tenants. Your pets may not be in common areas without you and they must be kept on a leash or in a kennel or carrier in and out of the building. You must **“stoop & scoop”** after your dog. You are responsible for the cost of repairing any damage or loss which is caused by your pet.You agree to comply with all municipal by-laws and all provincial laws respecting domestic animals and you acknowledge that if you break these laws we can end your tenancy.If other tenants are not cleaning up after their pets speak to them about it first. If there is still a problem, speak to the Tenant Services Department.You agree that if your pet bothers other tenants, the landlord, or its agents, including health problems such as serious allergic reactions, that you may be required to get rid of your pet or be evicted.Initial: \_\_\_\_\_\_ |
|  | 1. **Security**
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| Safety and security are everyone’s concern and everyone’s responsibility. If you will be out of town and someone will be coming in to check on your Unit or feed your pets, you must give us notice in advance, including the name and contact information of the person who will be coming in to check on your Unit or feed your pets.Do not allow strangers to access the Building. All visitors must use the intercom system, where there is one. Do not allow anyone who is not your guest in the Building, even if the person is someone you know. Refer any repair or service person to Building Custodian or Maintenance Staff. If they are seeking a tenant refer them to the intercom system.Wait for the front door to close before getting on the elevator or proceeding to your Unit. Also wait for the garage door to close behind you before driving to your parking space or away from the Building. If you witness criminal activity, call the Police at 911 for emergencies or (705) 472-1234 for non-emergencies. Let us know too! After you call the police call the Tenant Services Department staffs.Initial: \_\_\_\_\_\_ |
|  | 1. **Building Safety**
 |
| The fire alarms in our apartment buildings are tested monthly. The entire fire safety system, including smoke and heat detectors, is inspected yearly.You, other household members, or your guests may not disconnect or tamper with any safety equipment, including smoke and heat detectors, other fire alarm systems, door closers and window restrictors on the property. We can take legal action against you if we find out during a unit inspection about any of this equipment being tampered with.Report incidents of theft, damage or vandalism to Tenant Services Department or the emergency after hours services at (705) 472-2441. Initial: \_\_\_\_\_\_ |
|  | 1. **Parking**
 |
| If parking is not included in your rent but you want a parking space from us, we will rent one to you if one is available. To make arrangements to rent a parking space, you will need to contact our office and sign a parking agreement. We will charge you the monthly parking charge, in effect at the time, and add it to your monthly rent. Parking charges are for the use of the parking space only. We are not responsible for loss or damage to your car or its contents.You may use your parking space only to park cars that are legal for use on public roads and that are in good repair and have current license plates. You may not use your parking space to park any car that leaks oil or any other fluid. You may not use the parking space for storing anything else. You shall not at any time, repair or allow to be repaired any vehicle on the leased premises.You will give us the information we need to identify your car. You will keep the identification for the car we give you visible on the vehicle at all times.We can change the location of your parking space if we give you 20 days’ notice.Do not allow others to park their vehicles in your parking space unless they are residents of the Unit or your guests. You may not rent out or assign use of your parking spots to anyone else. Vehicles that violate this policy will be ticketed and towed after one written 24 hour notice. For further information call the Tenant Services Department.Initial: \_\_\_\_\_\_ |
|  | 1. **Visitor Parking**
 |
| Visitor parking is available at some properties. These spaces are intended for short-term parking by guests. Vehicles that violate this policy will be ticketed and towed after one written 24 hour notice. For further information call Tenant Services Department.Initial: \_\_\_\_\_\_ |
|  | 1. **Laundry Rooms**
 |
| Laundry room hours are posted in each laundry room. The laundry facilities may only be used by tenants and authorized unit residents.You are responsible for cleaning out the washer and the lint trap after every use. Do not leave your belongings unattended. Report any problems with machines to Coinamatic at 1-800-561-1972 to ensure prompt repair. If you can, place a note on the machine that is not working that reads “Not in Service”.Leave the laundry room clean after you use it.Initial: \_\_\_\_\_\_ |
|  | 1. **Balconies**
 |
| Open flame BBQs (e.g., gas, coal) are not permitted on balconies. Only electric BBQs can be used.Keep any patio or balcony area that is part of the Unit neat and tidy at all times.Do not install or place carpeting or floor covering of any kind on the balcony.Do not install an awning, shade, flower container, TV or satellite aerial antenna or dish, or other extensions or obstructions over the outside windows, doors or balconies without first getting our written consent. We may, at our option, require you to use the services of a qualified professional to install any item. If you erect any item without our written consent, you must immediately remove it when we tell you. You are responsible for any damage done to the Unit or the Building caused by putting up or taking down these items. You will be charged if we have to pay someone else to remove the item.Initial: \_\_\_\_\_\_ |
|  | 1. **Requests for Maintenance**
 |
| The maintenance office hours are Monday to Friday from 9:00am to 4:00pm. To ask for a service call our office number (705) 472-2441 extensions 3743 or 3734. Requests for repairs are scheduled by priority. Service hours are from 8:30am to 4:30pm. **After 4:30 PM and on weekends, Management Staffs will respond to emergency Calls only.****For those identified in the asbestos report, ensure contact is made with the maintenance department staff prior to altering the unit to ensure proper procedures are followed in accordance with the Asbestos Remediation Protocols.**Initial: \_\_\_\_\_\_ |
|  | 1. **Smoking**
 |
| No one may smoke or use cigarettes, cigars or similar products that generate smoke in common areas, as well as outside within 9 metres of doorways, operable windows and air intakes.Initial: \_\_\_\_\_\_ |

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| --- | --- |
|  | 1. **Dealing With Disturbances**
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| If you are having a problem with your neighbours, speak to them about it in a reasonable way.If there is still a problem, speak to Tenant Services Staffs and put your complaint in writing. We will act on complaints we receive in writing. Serious complaints may lead to legal action.Under the City’s Noise By-law, you can be fined for noise that disturbs your neighbours. For more information, call the Tenant Services Supervisor.Initial: \_\_\_\_\_\_ |

## Lease Part 4: Policies for Tenants Whose Rent is Subsidized

We must follow the rules and regulations from federal, provincial and municipal governments as they apply to the administration of rent subsidies. You need to be aware of the following key policies:

**Changes to Income and Who is Living in Your Unit**

We have already provided you with a list of possible income sources and the documents you must give us in order to calculate your rent. Once you move in, you must inform us in writing of any income or occupancy changes within 30 days and provide proof of this change. If you miss the deadline to report changes, you could lose your subsidy. Only one in-year review is permitted for a decrease in income of 20% or more.

**Money Owing to Previous Landlord**

If we discover that you owe any other non-profit or social housing landlord money, you will lose your rent subsidy, unless you arrange to pay that money on terms acceptable to your previous landlord and make good on the payments you arrange with them.

**Absence From Unit**

If you are going to be absent from your Unit for an extended period of time, you must advise us. You cannot be absent from your unit for a period of more than 60 days or you could lose your rent subsidy. We have the authority to extend this period in exceptional circumstances.

**Guests**

Guests are not permitted to stay longer than 30 days without our written consent. If you fail to report long-term guests to us in writing, you may lose your subsidy. For further details, including how to add someone to your household, ask us for our Guest Policy.

**Over-housing**

If the number of household members becomes less than the number of bedrooms for which you are eligible, your name will be placed on a transfer list for a unit of a more appropriate size. If you have not moved to a unit of the right size within one year, you must continue to follow the process set out by District of Nipissing Social Services Administration Board. Over-housed receive priority for transfers. You are only eligible for one(1) offer for appropriate sized accommodations once on the list for 24 consecutive months, after which you will lose your rent subsidy.

**Giving False or Misleading Information**

If we find out that you have given false or misleading information about your household income, your rent will be recalculated and you will have to pay back the money you owe us. You can also be evicted for giving false and misleading information and may be charged with a criminal offence.

**Pursuit of Income**

You are required to make a reasonable effort to obtain any income that you qualify for, including Ontario Works, Ontario Disability Support Program, Old Age Security (OAS), Employment Insurance, money promised to you under immigration sponsorship, child support payments, etc.

(Note: you do not have to pursue child support payments if doing so would put your safety at risk.)

**Going from Rent Subsidy to Market Rent**

Should your income go up and you start paying market rent, you retain your rent subsidy status for 12 months. For example, if you lose your job after 6 months, you can go back on rent subsidy without needing to do a new application for rent subsidy, but if you lose your job after 12 months, you will need to request an application for economic hardship or reapply for rent subsidy at the Nipissing District Housing Registry.

**Disclosure of Information**

In addition to Section 12 in Part 2 - Conditions (as set out above), you agree to provide us with a copy of Income Tax Return Information-Regular and/or notice of assessment forms from Canada Revenue Agency so we can confirm income and asset statements.

**Agreement and Acknowledgement**

I/We have read and fully understand my/our obligations as a Tenant(s) receiving a rent subsidy and accept the terms and conditions of this lease, which terms and conditions I/we understand will continue to be in force beyond the Term of this lease if the tenancy continues.

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Tenant Date

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Tenant Date

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For Nipissing District Housing Corporation Date