



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

BETWEEN: THE TOWN OF HEARST NON-PROFIT HOUSING CORPORATION
 (the "Landlord")

- and -

 (the "Tenant")

- Defined Terms** 1. The definitions set out in Schedule "A", attached, form part of this Lease.
- Leased Premises** 2. In exchange for the rents, agreements and obligations contained in this Lease, and of the facts stated by the Tenant in the Application for Rental Accommodation, the Landlord leases the Tenant the following premises (the "Leased Premises"):
 Suite, Apartment or Housing Unit No.: _____
 situated at _____
 and being in the CITY of HEARST in ONTARIO.
- Term** 3. The term of this Lease shall be one (1) month, commencing on the first day of _____, 20____ and terminating on the _____ day of _____, 20____.
- Rent Payable** 4. The Tenant shall pay to the Landlord at its Head Office or at any other place it may designate, the total monthly rent (the "Rent") set out in this paragraph, in advance, on the first day of the month at the commencement of the Term:

Market Rent	\$
Rent Geared to Income Charge	\$
Utility Charges	\$
A/C and/or Fireplace Charges	\$
Parking Charge	\$
Other Charges: _____	\$
Your Total Monthly Rent	_____ \$

- Services Provided by the Landlord** 5. The Landlord shall supply the following services and appliances:
 - Public utilities: heat, hydro, water and sewer (except the amount above for Utility Charges, if any, prescribed by the Province)
- Overholding** 6. In the event the Tenant remains in occupation of the Leased Premises after the expiration of the Term, until a new lease is presented by the Landlord to the Tenant for signature, the Tenant shall be deemed to be a tenant from month to month. The terms and conditions contained in this Lease shall continue to have effect, except that the Rent required to be paid by the Tenant may be changed from time to time by the Landlord, upon such notice to the Tenant as may be required by law.

TENANT'S OBLIGATIONS

7. The Tenant promises the following:
- Rent** (1) The Tenant shall pay the Rent to the Landlord, in the manner set out in paragraph 4 above, without any deduction.
- Utility and Service Charges** (2) The Tenant shall pay all utility and service charges for which he is responsible. If the Tenant fails to make the payments, the Landlord may pay them and collect them from the Tenant.
- Occupation of Premises** (3) The Tenant shall use and occupy the Leased Premises only as a private residence for occupation by the Tenant and the following persons:

NAME

RELATIONSHIP TO TENANT

and the Tenant shall not allow any other person to occupy the Leased Premises, without the prior written approval of the Landlord.

- | | | |
|---|------|--|
| Income Review | (4) | The Tenant shall submit to the Landlord following a written request by the Landlord or during the annual income review, all documents requested by the Landlord together with all supporting documentation required by the Landlord, setting out details of the Tenant's household income and household composition. The Landlord can end the tenancy if the Tenant refuses to submit any of the documents requested. |
| Notice of Changes in Household Composition | (5) | The tenant shall provide the Landlord with written notice of any changes in the Tenant's household composition, in the month in which the change occurs and shall provide the Landlord with the details of the changes, on a form prescribed by the Landlord. |
| Qualification for Occupancy | (6) | The Tenant shall cease to meet the qualifications for occupancy of the Leased Premises, if the Tenant fails to comply with paragraphs 7(3), (4) or (5). In such cases, the Landlord may end the tenancy. |
| Misrepresentation of Household Income | (7) | The Tenant shall provide the Landlord with complete accurate information concerning the Tenant's household income. If the Tenant misrepresents his household income, the Landlord may terminate the tenancy and/or apply for an order requiring payment of the money that the Tenant would have been required to pay if the Tenant had not misrepresented his household income. |
| Cleanliness | (8) | The Tenant is responsible for ordinary cleanliness of the Leased Premises and shall notify the Landlord immediately of the presence of household pests in the Leased Premises or the Residential Complex. |
| Notification of Need for Repairs | (9) | The Tenant shall notify the Landlord immediately of any items in the Leased Premises in need of repair. |
| Repair of Damage and Maintenance Charges | (10) | The Tenant shall be responsible for the repair of any damage caused by the wilful or negligent conduct of the Tenant or other occupants of the Leased Premises, or persons who are permitted in the Residential Complex by the Tenant. Repairs for which the Tenant is responsible may be made by the Landlord and shall be charged to the Tenant, with the prior written approval of the Landlord. The Tenant shall be responsible for repair and maintenance charges as stated in Schedule "D" being part of this Lease. |
| Paint, Stickers and Wallpaper | (11) | The Tenant is not authorized to paint the Leased Premises. The Tenant must also remove all the stickers and wallpaper he has applied to the walls and clean all the remaining glue before moving out. If the Tenant does not comply with this rule, he will be responsible for all the costs of repainting the Leased Premises and/or removing the stickers and wallpaper, and this, without exception. |
| Alterations | (12) | The Tenant shall not make any alterations to the Leased Premises or alter the equipment or electrical installations in the Leased Premises, ("alterations"), without the prior written approval of the Landlord. If the Tenant makes any alterations, without the approval of the Landlord, the Landlord may do all the work necessary to restore the Leased Premises to the condition they were in before the alterations had been made by the Tenant and may charge the Tenant the entire cost of the restorations. If the Tenant makes any alterations, with the approval of the Landlord, prior to vacating the Leased Premises, the Tenant shall restore the Leased Premises to the condition they were in before the alterations had been made by the Tenant. Any restoration required under this paragraph shall meet the health, safety and other standards required by law and shall conform in type and quality of workmanship and materials to those which exist in the rest of the Residential Complex. If the Tenant fails to restore the Leased Premises, the Landlord may do all the restoration work and may charge the Tenant the entire cost of the restorations. Upon the Tenant vacating the unit, all alterations shall become the property of the Landlord, without payment of any compensation to the Tenant. |
| Inspections | (13) | The Tenant shall permit the Landlord or its employees, on twenty-four (24) hours prior written notice, to enter the Leased Premises for the purposes of inspecting the condition of the Leased Premises and doing any necessary work, and for the purposes of determining the Tenant's continued qualification for public housing. The entry is to be made only between the hours of 8 am and 8 pm, or other times consented to by the Tenant. In case of emergency, of which the Landlord shall be the sole judge, the Landlord may immediately enter the Leased Premises, at any time, without notice. |

- Noise or Other Disturbances** (14) The Tenant, other occupants of the Leased Premises, or persons who are permitted in the Residential Complex by the Tenant, shall not make, permit or allow any improper noise to be made in or about the Leased Premises, or do anything which may disturb or interfere with the rights, privileges or interests of other tenants. **Harassment will not be tolerated in our buildings. If a Tenant is caught continuously harassing or bothering another tenant or personnel, he will face immediate eviction.**
- Tenant Insurance** (15) **It is mandatory that the Tenant:**
 (a) Obtain and maintain a tenant insurance policy for the duration of the lease, and
 (b) To provide a copy of the insurance certificate to the Landlord before moving into the unit and every year thereafter upon request by the Landlord.

 The Tenant shall be responsible to obtain and maintain a tenant insurance policy at his own cost for personal property against damages or loss caused by fire, theft or any other incidents on the leased premises.
- Fire Hazards** (16) The Tenant shall not allow any or permit any condition to exist in the Leased Premises that may create a fire hazard. **Outdoor fire pits, whether propane or other fuels, as well as open fires are not allowed on any of our properties and for any reasons.**
- Parking** (17) The Tenant shall not have any right to use the parking facilities, except as permitted by the Landlord. The Landlord may, upon the written request of the Tenant and where parking space is available, permit the Tenant to park a properly licensed and roadworthy passenger vehicle acceptable to the Landlord. The Landlord may issue a windshield sticker or any other means of identification that the Landlord may designate for each vehicle permitted to be parked and the Landlord may designate the space in which the vehicle is to be parked by the Tenant. The Tenant agrees to comply with the regulations contained in the Tenant's Handbook and in Schedule "E" being part of this Lease.
- Repair of Vehicles** (18) The Tenant shall not repair any vehicle at the Residential Complex. If the Tenant fails to keep a vehicle in roadworthy condition and furnished with valid current license plates, the Landlord may immediately remove the vehicle from the Residential Complex. The Tenant shall pay the Landlord all costs incurred by the Landlord to remove and dispose of the vehicle.
- Restrictions on Use of Leased Premises** (19) The Tenant shall not carry on or permit to be carried on, any business, professional or commercial enterprise, in the Leased Premises, without the prior written approval of the Landlord. The Tenant shall not use or permit the Leased Premises to be used for any illegal purpose.
- Subletting** (20) The Tenant shall not assign or sublet all or any part of the Leased Premises.
- Notice of Termination** (21) The Tenant shall give the Landlord sixty (60) days prior written notice of the intention to move out of the Leased Premises. The notice shall be effective on the last day of a month. When vacating the Leased Premises, the Tenant shall leave them and all equipment which belongs to the Landlord in a clean and good condition, consistent with its age and use.
- Showing Premises** (22) The Tenant shall permit the Landlord, after notice of termination of the tenancy has been given, to show the Leased Premises to any prospective tenant, between the hours of 8 am and 8 pm, without prior written notice, provided that before entering, the Landlord informs or makes a reasonable effort to inform the Tenant of the intention to do so.
- Rules and Regulations** (23) The Tenant shall comply with all Regulations set out in Schedule "B", "C" and "E" being part of this Lease, and in the Tenant Handbook, as well as any revisions or additions that the Landlord may make from time to time and communicate to the Tenant. The Tenant shall ensure that the Regulations are observed by other occupants of the Leased Premises, or persons who are permitted in the Residential Complex by the Tenant. .

LANDLORD'S OBLIGATIONS

8. The Landlord promises the following:

- Quiet Enjoyment** (1) The Landlord shall not, at any time during the Tenant's occupancy of the Leased Premises and prior to the execution of an eviction order, substantially interfere with the Tenant's possession and reasonable enjoyment of the Leased Premises.

Services and Appliances	(2)	The Landlord shall provide the Tenant with the services and appliances listed in paragraph 5 and shall keep the appliances in proper working order, except where they have been damaged by the Tenant, other occupants of the Leased Premises, or persons who are permitted in Residential Complex by the Tenant, in which case, the tenant shall be responsible for the repairs.
Heat	(3)	If the Landlord is required by paragraph 5 to provide heat to the Leased Premises, it shall provide heat up to a reasonable temperature, in accordance with applicable Municipal By-laws. If the Landlord is not required by paragraph 5 to provide heat, the Landlord shall provide the heating system sufficient to maintain a reasonable temperature, in accordance with applicable Municipal By-Laws. The Landlord shall not be liable for a failure to comply with any of these obligations because of a breakdown of the heating system, the making of repairs to the heating system or any circumstances beyond the reasonable control of the Landlord. The Landlord shall make all repairs with reasonable diligence.
Repairs	(4)	The Landlord shall maintain the Leased Premises and the Residential Complex in a good state of repair and fit for habitation during the tenancy and shall comply with health, safety, housing and maintenance standards. Upon being notified by the Tenant that any items are in need of repair, the Landlord shall make any necessary repairs within a reasonable period of time. The Landlord shall not be held responsible for damages or personal discomfort resulting from a breakdown of the electrical, mechanical or heating systems or from any other matter which the Landlord, in exercising reasonable diligence, could not have known about or expected, or the cause for which is outside its reasonable control.
Access to Premises	(5)	The Landlord shall permit the Tenant, other occupants of the Leased Premises, or persons who are permitted in the Residential Complex by the Tenant, to enter the Leased Premises through the entrances to the building and through the lobbies, passageways, sidewalks, elevators and stairways leading to the Leased Premises.
Apartment Buildings	(6)	If the Leased Premises are situated in an apartment building, the Landlord shall provide janitorial services for the reasonable care and maintenance of the common areas of the Residential Complex and shall provide reasonable facilities for garbage disposal.
General Terms	9.	The Landlord and Tenant both agree, as follows:
Statute	(1)	The Residential Tenancies Act, 2006, applies to this Lease.
Locks	(2)	The Landlord shall not alter the locking system on any door giving entry to the Leased Premises or the Residential Complex or cause the locking system to be altered during the Tenant's occupancy of the Leased Premises, without giving the Tenant replacement keys. The Tenant Shall not alter the locking system on any door giving entry to the Leased Premises or the Residential Complex or cause the locking system to be altered during the Tenant's occupancy of the Leased Premises, without the consent of the Landlord.
Abandonment	(3)	In the event the Tenant fails to take possession of the Leased Premises or vacates or abandons the Leased Premises, without giving proper notice to the Landlord, the Landlord may, without notice, re-enter and re-let the Leased Premises, without prejudice to its right to claim damages against the Tenant for unpaid Rent or other losses or damages suffered by the Landlord.
Disposal of Property	(4)	In the event the Tenant vacates, abandons or is evicted from the Leased Premises, the Landlord may sell, retain or otherwise dispose of any property found in or about the Leased Premises within the time limits prescribed by law. The Tenant shall pay to the Landlord all costs incurred by the Landlord to store, remove and dispose of the property.
Tax Assessment	(5)	The Tenant appoints the Landlord as his sole agent for the purposes of disputing any assessment of the Leased Premises for municipal taxes, including giving notices and taking any necessary proceedings.
Waiver	(6)	Neither the Landlord , or the Tenant, shall be considered to have waived their rights to enforce any provision of this Lease, except where they have expressly waived their rights, in writing.
Interpretation	10. (1)	This Lease shall be read with all changes of gender and number as may be required by the context.
	(2)	Any reference to the Tenant in this Lease shall be deemed to include each of the Tenants and their respective heirs, executors and administrators, and all rights and obligations in this Lease shall be construed as being both joint and several.

(3) The laws of the Province of Ontario shall apply to the interpretation of this Lease, and any reference to a statute in this Lease includes any subsequent amendments or replacement and substitution of that statute.

Signed this _____ day of _____ 20_____.

Hearst Non-Profit Housing Corporation
810 George Street, Box 1540
Hearst, Ontario POL-1N0

Witness

Tenant

Witness

Tenant

Duplicate Lease The Tenant acknowledges receiving a duplicate signed copy of this Lease.

Tenant

Tenant

Tenant Handbook and Schedules

The Tenant acknowledges receiving a copy of the Tenant Handbook and agrees to comply with the regulations contained in it. The Tenant also acknowledges that he has read and understood all regulations stated in Schedule "B", "C" and "E" being part of this Lease and to comply with them.

Tenant

Tenant

SCHEDULE "A"

Definitions

In the Lease:

"Household Income" means the net revenue showed on line 236 of the Revenue Canada Notice of Assessment for the year preceding the annual review or the initial rent calculation, of:

- (a) the Tenant and every person residing in the Leased Premises; and
- (b) every Tenant on the Lease temporarily living elsewhere.

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

"Income" means the net revenue showed on line 236 of the Revenue Canada Notice of Assessment for the year preceding the annual review or the initial rent calculation for every person residing in the Leased Premises or is on the Lease but temporarily living elsewhere.

"Residential Complex" means,

- (a) a building or related group of buildings in which one or more rental units are located,
- (b) a mobile home park or land lease community,
- (c) a site that is a rental unit,
- (d) a care home, and includes all common areas and services and facilities available for the use of its residents.

SCHEDULE "B"

Regulations

- Moving** 1. The Tenant's personal property shall not be taken into or removed from the Leased Premises, except at a time and in a manner that has been approved by the Landlord. The Tenant shall reimburse the Landlord for all damages to the Leased Premises or the Residential Complex, caused by moving the Tenant's personal property into or out of the Leased Premises.
- Keys** 2. The Tenant shall be given two (2) keys of the Leased Premises and shall return all keys to the Landlord when vacating the Leased Premises.
- Pest Control** 3. The Tenant's personal property shall be in a clean and sanitary condition, and shall be free from household pests. The Landlord may inspect the Tenant's personal property before it is moved into the Leased premises, and may require the Tenant to have it treated at the tenant's own expense and to the satisfaction of the Landlord, to ensure that household pests have been eliminated. The Landlord, between the hours of 8 am and 8 pm, shall have the right to enter the Leased premises, upon giving twenty-four (24) hours prior written notice to the Tenant, to inspect the sanitary condition of the Leased Premises and the Tenant's personal property, and to perform, when necessary, in its opinion, and at the Tenant's expense, all appropriate pest control treatments required to eliminate household pests from the Leased Premises and the Residential Complex.
- Smoke Free / Grow Free Housing** 4. It is forbidden to smoke any tobacco product or marijuana inside the Leased Premises or on balconies or patios being part of the Leased Premises. Smokers must smoke outdoors at a distance of five (5) meters (16.4 feet) or more from any window, entry or exit of a building or designated non-smoking areas. It is also forbidden to cultivate marijuana plants in the Leased Premises or on the balconies or patios being part of the Leased Premises. The Tenant must comply with the terms of the Smoke Free / Grow Free Policy described in Schedule "F" being part of this Lease.
- Obstruction** 5. The sidewalks, passages, public halls, stairways, fire escapes and vestibules shall not be obstructed or used for any purpose other than gaining access to and from the Leased Premises.
- Windows, Screens and Balconies** 6. No articles of any description shall be hung from the windows, doors or balconies and nothing shall be placed on the exterior window sills or stored on the balconies. The Tenant shall not throw any article from a window or balcony or remove any window screen or pane, except for cleaning or repair purposes and any window screen or pane shall be replaced immediately after being cleaned or repaired.
- Sills and Thresholds** 7. No articles of any description shall be hung from the windows or doors and nothing shall be placed on the exterior window sills.
- Window Safety Stops** 8. The Tenant shall not remove window safety stops.
- Barbecuing** 9. The Tenant shall not use a gas or charcoal barbecue on any balcony. Only electric BBQs are permitted on balconies.
- Safety Equipment** 10. The Tenant shall not tamper with or disconnect any heat, smoke or carbon monoxide detectors, fire alarms, door closers, or any other safety equipment installed in the Leased Premises or the Residential Complex by the Landlord.
- Wiring, Plumbing, etc.** 11. No additional heating units or electrical wiring shall be installed in the Leased Premises, without the prior written approval of the Landlord. The Tenant shall not overload the electrical circuits or use the electrical, plumbing or gas equipment for any purpose other than those for which they were constructed. The Tenant is responsible for replacing any defective light bulb at his own expense. NO changes or alterations are permitted to any electrical or plumbing systems within the Leased Premises.
- Water** 12. The Tenant shall not leave water running, unless it is being used. The Tenant shall be held strictly liable for any loss and damages to all other units in the housing project and the facilities and furnishings contained therein, by an overflow of water in the leased premises or by rain or snow that has entered the leased premises by opened windows or by freezing of water pipes or heating systems caused for the same reasons.
- Washer and Dryer** 13. Washers and dryers shall not be installed elsewhere in the Leased Premises than the places designated for this purpose.
- Air-Conditioners** 14. Air-conditioners shall not be used in Leased Premises situated in an apartment building, without the prior written approval of the Landlord. The Landlord may charge a monthly fee for each air-conditioner used in the Leased Premises. **AIR-CONDITIONERS MUST NOT BE INSTALLED IN ANY DOORS.**

- Steel Doors** 15. No curtains or blinds can be installed in a metal door. The Tenant will be responsible to pay for all damages done to a metal door through his negligence. A magnetic curtain rod can be used.
- Antennae** 16. The Tenant shall not install any radio antenna, television antenna or satellite dish at the Leased Premises, without the prior written approval of the Landlord.
- Signs** 17. The Tenant shall not display any commercial sign, advertisement or notice, in or about the Leased Premises, except for campaign posters during a Federal, Provincial or Municipal election.
- Garbage / Recyclables** 18. All garbage / recyclables shall be disposed of as indicated in the Tenant's Handbook, or as otherwise directed by the Landlord. The Tenant shall not use the garbage chute for disposal of aerosol cans, explosive or combustible materials or any burning materials. The Tenant shall not leave garbage or other items in front of the garbage shed and shall put all garbage inside the garbage shed. **Tenants are solely responsible to bring their heavy or big items to the Town's landfill site themselves.**
- Toys** 19. The Tenant shall not leave toys lying around in the playground area, in front of the Leased Premises or anywhere on the lawn areas or access routes. Toys must be stored on the patio of each Leased Premises after use. All toys not properly stored will be picked up by our staff and taken to the dump.
- Snow Removal** 20. The Tenant shall be responsible for the removal of ice and snow from the entrance walks and public sidewalks fronting or otherwise bordering on the Leased Premises, except where the Leased Premises are situated in an apartment building.
- Lawns** 21. The Tenant shall not install or place anything on any lawn in front or behind the Leased Premises, these areas are not part of the Leased Premises. The Tenant shall be responsible to pay for repairing any lawn that has been damaged by his actions or his pet.
- Personal Property** 22. All personal property placed in the Leased Premises or in any part of the Residential Complex shall be at the sole risk of the owner of the personal property. The Landlord shall not be responsible for any loss or damage to the personal property from any cause.
- Insurance** 23. It is the mandatory obligation of the Tenant for obtaining, at his own expenses, adequate insurance coverage against damages to the Leased Premises, loss of personal property and public liability. The Corporation will not be responsible for any damages caused to the Tenant's belongings for any reason. Proof of insurance is mandatory and Tenant shall provide such proof before moving into the Leased Premises and every year thereafter during the annual income review or at the request of the Landlord.
- Respect of neighbours** 24. The Tenant shall respect the rights, privileges and interests of other tenants and not interfere with the reasonable enjoyment of their unit.
- Pets** 25. The Tenant agrees to comply with the regulations on pets specified in Appendix "C", which forms part of this lease, and to comply with all municipal bylaws regarding pets.
- Pool, Trampolines** 26. Pools or trampolines are not authorized on any of our properties. Only children pools are permitted provided they are emptied and stored immediately after each use..
- Tenant Handbook** 27. The Tenant acknowledges having received a copy of the Tenant Handbook at the signature of his Lease and agrees to comply will all additional regulations contained in such handbook.

SCHEDULE "C"

PET AGREEMENT

PLEASE NOTE: Pets are a serious responsibility and potential risk for each tenant in the dwelling. If not properly controlled and cared for, pets can disturb the rights of others and cause damages for which the Tenant may be held liable.

This Pet Agreement is attached to and forms part of the Lease Agreement dated _____ between The Town of Hearst Non-Profit Housing Corporation, (the Corporation), and _____, (the Tenant). It becomes effective on _____, 20_____.

Any pet may be rejected and/or denied access by the Corporation to the leased premises for any reason the Corporation deems appropriate. The Corporation reserves the right to deny the permission to the Tenant to have a pet due to an animal, breed, or animal mixed with a breed with a history of aggressive behaviour or if the pet is banned by municipal regulations. The Tenant is hereby authorized to keep a pet, which is described below, in the dwelling he/she occupies under the Lease Agreement referred to herein until said aforementioned Lease expires. Authorization may be terminated sooner if the Tenant's right of occupancy is lawfully terminated or if the pet rules listed below are violated in any way by the Tenant or the Tenant's guest or occupants.

Only the following described pet(s) is/are authorized to be kept in the Tenant's dwelling unit. No substitutions are allowed. No other pet (including offspring) shall be permitted on the premises by the Tenant or the Tenant's guests or occupants. NO VISITING PETS are permitted or the temporary sheltering or boarding of others' pets. A maximum of two (2) pets are allowed in a dwelling unit at any time.

Type: _____ Breed: _____ Name: _____ Weight: _____ Identification Tag: _____

The Tenant agrees to abide by the following rules, at all times, in exchange for the permission to keep his/her pet(s):

- 1) Tenant agrees that he/she is solely responsible for the maintenance of the above described pet(s) and to keep the pet(s) under control at all times.
2) Tenant agrees to keep the pet(s) restrained and supervised at all times when it is outside the dwelling unit.
3) Tenant agrees to adhere to all municipal regulations and by-laws, including leash and licensing requirements and provide proof of registration prior to occupancy.
4) Tenant agrees to provide his/her pet(s) with an identification tag that the pet(s) shall wear at all times while on the premises.
5) Tenant agrees to clean up after his/her pet(s) and to dispose of the pet's waste properly and quickly. Tenant shall be responsible to pay the cost for each occurrence of clean up of pet waste by the Corporation.
6) Tenant agrees not to leave food or water for his/her pet(s) or any other animal outside the dwelling unit where it may attract other animals.
7) Tenant agrees that a pet will not disturb the rights, comfort and convenience of neighbours or other tenants. This applies whether the pet is inside or outside of the Tenant's dwelling unit.

- 8) Tenant agrees to immediately (within forty eight (48) hours) and permanently remove the pet from the premises, upon written notice from the Corporation, if the Corporation receives reasonable complaints from neighbours or other tenants or if the Corporation, in the Corporation's sole discretion, determines that the pet has disturbed the rights, comfort or convenience of neighbours or other tenants.
- 9) Tenant shall ensure that his/her pet(s) have been immunized against rabies by a veterinary surgeon registered as a member of the Ontario Veterinary Association, that such immunization is current, and shall provide proof of such immunization prior to occupancy.
- 10) Pets must be housebroken. Pets may not be allowed to urinate or defecate on any carpet, flooring or walls inside the unit. Pet may not cause damage to the property or the unit. Tenant agrees to immediately pay for any damage, loss, or expense caused by his/her pet(s).
- 11) Pets shall NOT be tied to any fixed object outside the unit, including patio areas, walkways, stairs, stairwells, parking lots, grassy areas, or any other part of the property. **NO DOG HOUSE IS PERMITTED ON ANY OF THE CORPORATION'S PROPERTIES.**
- 12) Tenant shall not permit pets in recreational areas, such as playgrounds.
- 13) Tenant agrees to pay for pest infestation services resulting from pets allowed in the dwelling unit by Tenant after termination of occupancy.
- 14) Tenant agrees to furnish the Corporation with a picture of his/her pet(s) prior to occupancy.
- 15) Any animals on the property not registered under this Lease Agreement will be presumed to be strays and will be disposed of according to law, at the option of the Corporation.

If any rule or provision of this Pet Agreement is violated by the Tenant or the Tenant's guests or occupants, the Tenant shall immediately (within forty eight (48) hours) and permanently remove the pet from the premises upon written notice from the Corporation; and the Corporation shall have all other rights and remedies set forth in the Lease, including damages, eviction and/or attorney's fees.

Signed at Hearst, Ontario on _____, 20_____.

Corporation: _____

Tenant: _____

Tenant: _____

SCHEDULE "D" - Being part of the Lease

**Example of maintenance Fees that may be charged to tenant
if damages are beyond reasonable wear and tear**

The unit must be restored to its original condition upon move-out.

LOCKS	
Lockouts	Staff time @ current hourly rate
Keys (not returned upon move-out)	\$10.00 per key (max. \$30)
Lock change (during or after hours)	Cost of the contractor
GENERAL	
Garbage removal (move outs)	\$75.00 per trip to dump
Garbage bags	\$25.00 per occurrence
Screen door replacement	Cost of the door + Staff time @ current hourly rate
Window screens and/or frames	Cost of material + Staff time @ current hourly rate
Window cranks, frames or glass damaged	Cost of material + Staff time @ current hourly rate
Exterior Door	Cost of material and contractor
Interior door	Cost of material + Staff time @ current hourly rate
Satellite dish	Cost to restore initial building condition
Smoke detectors	Cost of smoke detector
Painting of unit	Cost of the contractor
Flooring replacement	Cost of material and contractor
Kitchen counter replacement	Cost of material and contractor
Damage to lawn or patio area	Cost of material + Staff time @ current hourly rate
PLUMBING	
Plugged toilet or sink	Staff time @ current hourly rate
Toilet replacement	Cost of toilet and contractor
Bathtub and/or faucet replacement	Cost of material and contractor
Damages to water meter and pipes	Cost of material and contractor
ELECTRICAL	
Additional plugs	Cost of material and contractor
Light bulb replacement	Cost of material + Staff time @ current hourly rate
Repairs to electrical wires or panel	Cost of material and contractor

***** Costs for maintenance and/or repairs may be changed without notice at the discretion of the Corporation.***

SCHEDULE "E"

PARKING POLICY

As approved by the Board of Directors
on February 8th, 2012 - Resolution No.: 15-12
Modified on June 23, 2020 - Resolution No.: 33-20

This policy forms part of all leases.

Motor Vehicles including Motorcycles, *as designated under the Highway Traffic Act*

1. Parking is permitted only in the paved parking areas. The stopping and/or parking of motor vehicles shall not be permitted at any time in fire lanes, snow storage zones, recreational areas, garbage areas or on lawns and landscaped areas of the Corporation's properties.
2. Motor vehicles that are parked in fire lanes, snow storage zones, recreational areas, garbage areas or on lawns and landscaped areas will be towed at the owner's sole expense.
3. Upon move in, a tenant requiring a parking space will be allocated one, if a parking space is available on the Corporation's property. Tenants must only park their vehicle in the parking space assigned to them by the Corporation. No parking space will be provided to tenants who do not own a motor vehicle or for their guests (Please refer to the section "Guest Parking").
4. Tenants shall pay a parking fee on a monthly basis for each parking space assigned to them, and the amount of such fee shall be determined by the Corporation from time to time.
5. Parking spaces shall be assigned at the discretion of the Corporation..

Commercial Motor Vehicles and Recreational Vehicles including Off-Road Vehicles, *as designated under the Highway Traffic Act and Off-Road Vehicles Act*

1. Commercial motor vehicles, such as tractor trailers, delivery trucks, etc. shall not be permitted on the Corporation's properties except for short periods of time necessary for the delivery of furniture or other items to one of the rental units, or by specific written authorization of the Corporation.
2. Off-road and recreational vehicles, such as campers, motorhomes, boats, canoes, snowmobiles, utility trailers, ATVs, etc. shall not be permitted on the Corporation's properties at any time. Utility trailers and moving vans are permitted for short and temporary periods of time as is necessary to facilitate the moving into or out of a rental unit or to conduct work as authorized by the Corporation.
3. Unauthorized commercial motor vehicles, recreational vehicles and/or off-road vehicles parked on the Corporation's properties will be towed at the owner's sole expense.

Guest Parking

1. All guests must park their vehicle in the visitor parking space if there is one available or on municipal parking spaces.
2. Guest parking is only permitted for those visitors who are on the Corporation's properties and for short periods only unless approved in writing by the Corporation.
3. It is the responsibility of the tenants to inform their guests of these requirements.
4. No vehicle shall be left in the driveway or block the entrance to the building complex or to one of the rental units. Such vehicles will be towed at the vehicle owner's sole expense and police will also be notified.

Derelict Vehicles

1. A derelict vehicle is defined as any vehicle that appears to have been abandoned by its owner, lacks valid license plates, or lacks working machinery essential for normal operation.
2. If a vehicle is found to be derelict, a fourteen-day notice will be sent to the tenant who owns the vehicle in question.
3. If a vehicle is not removed from the property or put back into operation after the notice is issued, it may be towed away at the discretion of the Corporation and at the owner's sole expense.

Care of Parking Spaces

1. Vehicle mechanical repairs and /or maintenance, such as tire replacement, oil change, brake service, etc. is not permitted on the Corporation's properties. Tenants are responsible to ensure that no oil or other liquid is leaking from their vehicle onto the parking space. If a leak is detected, the vehicle shall be repaired immediately and the stains properly cleaned at the tenant's sole expense.
2. Tenants are responsible to ensure that their parking space is kept clean of debris, vehicle parts, garbage, etc. at all times. Washing cars is NOT permitted on the Corporation's properties.

Snow Removal

1. Tenants have the responsibility to remove their vehicle from their parking space whenever snow removal is taking place.
2. Tenants who do not move their vehicle for snow removal will be responsible to pay the snow removal contractor if a second visit is needed.

SCHEDULE "F"

SMOKE FREE / GROW FREE POLICY

As approved by the Board of Directors
on April 11, 2018 - Resolution No.: 27-18

This Smoke-Free / Grow-Free Policy forms part of all new leases signed after **April 11, 2018**.

The Town of Hearst Non-Profit Housing Corporation (THNPHC) supports an environment that is free of smoke and smell from cigarettes, marijuana, vaping products and electronic cigarettes, and is committed to promoting a healthy community with safe living and working environments.

Due to the irritation and known health risks of exposure to second-hand smoke and, increased risk of fire and increased maintenance, cleaning and redecorating costs, all forms of smoking shall be prohibited. The growing of marijuana plants inside Leased Premises as well as in all areas being part of the Leased Premises shall also be prohibited.

This policy is not intended to contravene any human rights issues, or infringe on the rights of tenants, but to adopt a responsible approach to limit the exposure of second-hand smoke and the pungent smell generated by marijuana plants to tenants, their children, and staff alike.

Effective **April 11, 2018**, all new leases (new tenants and transfers) signed with the THNPHC will provide that Leased Premises in all buildings and on all properties of the THNPHC be smoke-free and will restrict smoking outdoors to a distance of five (5) metres (16.4 feet) or more of any windows, air intakes, entrances or exits of any apartment building or townhouse dwelling, including balconies and patios. All new leases will also provide that all buildings and properties be grow-free and prohibit the cultivating of marijuana plants in all Leased Premises.

The Smoke-free / Grow-free Policy applies to the following:

1. Inside the Leased Premises
2. Patios and balconies that are part of the Leased Premises
3. Sidewalks and walkways
4. Children's playgrounds and public areas
5. Common areas being part of a building or property
6. All other areas specifically included in the lease agreement

Additionally, effective, **April 11, 2018**, smoking is prohibited at all THNPHC outdoor children's playgrounds and public areas. A playground may include but not be limited to slides, swings, climbing apparatuses, and sandboxes. The prohibition applies in all seasons.

The Smoke-Free / Grow-Free Policy applies to the following properties:

1 to 20 Place Lambert
403 to 411 Berville Street
1 to 14 Place Charbonneau
406 & 408 Brisson Boulevard
1015 Edward Street, known as St. Paul's Court
1114 Edward Street, known as Maison Henri Lèpan
925 Hallé Street, known as Maison Renaissance
44-46, Thirteenth (13th) Street, known as Gamelin Residence

In this policy, the term "smoking" means inhaling, exhaling, vaping or breathing tobacco or marijuana smoke, or carrying or holding any lighted smoking products in any manner or in any form, and the term "cultivating" means cultivating marijuana plants inside the Leased Premises or patio areas being part of the Leased Premises.

The Tenant, other occupants of the Leased Premises, persons who are permitted in the Residential Complex by the Tenant, business invitees which include but are not limited to any contractor, trades person, agent, household worker, or other person hired by the tenant or other occupants to provide a service or product, must comply with this Smoke-Free / Grow-Free Policy.

The Smoke-Free / Grow-Free Policy will be adopted through attrition. This means that:

- a) Existing tenants will be grandfathered (exempted) for the length of their tenancy in their current unit, unless they transfer or choose to sign a new Lease Agreement which includes the Smoke-Free / Grow-Free Policy; and
- b) All new tenants will be required to sign a Lease Agreement which includes the Smoke-Free / Grow-Free Policy.

Once a unit is declared smoke-free and grow-free, it cannot be reverted back to a smoking / growing unit. Tenants are to promote the Smoke-Free / Grow-Free Policy and alert the THNPHC of violations to the policy. Tenants shall inform their guests, business invitees, and visitors of this Smoke-Free / Grow-Free Policy. Tenants shall promptly give the THNPHC a written statement of any incident where smoke and/or marijuana, including the cultivating of said plant(s), smell is migrating into the tenant's unit from sources outside of the tenant's unit.

Exemptions

The following are exemptions to the Smoke-Free / Grow-Free Policy:

- a) Medical use of marijuana
The THNPHC's Smoke-Free / Grow-Free Policy does not prohibit the smoking or cultivating of marijuana for personal medical use for those who are suffering from grave and debilitating illnesses. Tenants who fall under this exemption must have Authorization to Possess, which is issued by Health Canada. A copy of the Authorization to Possess must be given to the THNPHC Property Manager and will be kept on file. All illegal acts are cause for termination.
- b) Traditional use of tobacco
The THNPHC's Smoke-Free / Grow-Free Policy does not prohibit an Aboriginal person from smoking or holding lit tobacco if the activity is carried out for traditional Aboriginal cultural or spiritual purposes. The sacred use of tobacco does not include the recreational use of tobacco or marijuana.

Notwithstanding the foregoing, in the event of tenant complaints with respect to the exempt uses above, each complaint will be dealt with on a case-by-case basis.

THNPHC's adoption of a Smoke-Free / Grow-Free Policy does not make the THNPHC or its agents and staff the guarantor of tenant's health or of a smoke free unit and building. However, the THNPHC shall take reasonable steps to enforce the terms of its lease agreements. The THNPHC is not required to take steps in response to smoking or growing marijuana unless the THNPHC is notified of the presence of smoking or the cultivating of marijuana plants by personal knowledge or written notice by a tenant.

The THNPHC specifically disclaims any implied or express warranties that the building or tenants' premises will have any higher or improved air quality standards than any other rental properties. The THNPHC cannot and does not warrant that the building or tenants' units will be free from second-hand smoke or marijuana smell. The THNPHC's ability to monitor and enforce this Policy is dependent on voluntary compliance by tenants and their guests and invitees. Tenants with respiratory ailments, allergies or any other physical, mental, emotional or psychological conditions relating to smoke or marijuana smell are put on notice that the THNPHC does not assume any higher duty of care to enforce this policy than any other landlord obligation under the Lease.

Procedures

Role of THNPHC Staff

When THNPHC staff is present at a THNPHC property, they will regularly monitor compliance of the Smoke-Free / Grow-Free Policy. If staff members observe a tenant/guest smoking in the building or within the no-smoking distance of five (5) metres (16.4 feet) from the building, they will advise the individual of the Smoke-Free / Grow-Free Policy and will request that the tenant/guest move out of the smoke-free area, five (5) metres (16.4 feet) or more away from any windows, entrances or exits to the building or area prescribed in the policy.

In the event that a tenant/guest refuses to move or repeatedly smokes in an area designated as non-smoking, the staff member will report this to the Property Manager. The Property Manager will follow the procedures outlined for Tenant Complaints below.

If staff members observe a tenant cultivating marijuana in one of the units they will immediately report the situation to the Property Manager who will follow the procedures outlined for Tenant Complaints below.

Tenant Complaints

When a THNPHC tenant or staff receives or observes a violation of the Smoke-Free / Grow-Free Policy, they are to report the incident immediately to the Property Manager.

The following steps will be taken by the Property Manager to ensure compliance of the Policy:

- Ask the complainant to put the concern in writing. Anonymous complaints will not be taken into consideration.
- Meet with or call the complainant to clarify concerns.
- Meet with the alleged offender, advise them of concerns received and what steps need to be taken to correct the situation, and provide information and contact details for tobacco cessation services available in the community.
- May visit or call neighbour tenants to verify complaint.
- A follow-up letter is to be sent to the alleged offending tenant outlining the meeting and what actions need to be taken by the tenant to correct the situation.
- Should the alleged offending tenant not comply, a second meeting will take place and, if required, the Property Manager may discuss the possibility of looking for support for said tenant or, in the case of a smoker who appears to experience challenges that complicate his/her ability to comply with the Smoke-Free / Grow-Free Policy a consultation with the Health Unit.
- A second follow-up letter will be sent to the tenant advising of the visit and actions to take place.

- If a third complaint is received and concerns continue, the necessary Residential Tenancies Act (RTA) Notice of Termination documents (under reasonable enjoyment) may be served to the offending tenant.

Staff Complaints

Staff will be advised of the specifics of the Smoke-Free / Grow-Free Policy. Staff are expected to comply with the restriction of the policy. Any complaints of staff not adhering to this policy are to be reported to the Property Manager. The Property Manager will address the non-compliance of the staff person.

Contractor Complaints

Contractors will be advised of the specifics of the Smoke-Free / Grow-Free Policy. Contractors and any persons employed by a contractor are expected to comply with the restriction of the policy. Should they not observe the policy; the following steps will be taken by the Property Manager:

- The contractor will be reminded verbally of the policy by the Property Manager.
- A warning letter will be sent to the contractor by the Property Manager..
- Should another infraction take place, a second letter will be sent to the contractor by the Property Manager outlining the Smoke-Free / Grow-Free Policy and advising them that their contract may be terminated should the violation continue.

Tenant Chargeback

Upon vacating the unit, tenants will be charged for any costs incurred due to smoking and cultivating marijuana related damage to their unit that is beyond the normal cost of unit repair. Normal wear and tear to the unit will not be charged back to the tenant.

Tenant Notification

The Smoke-Free / Grow-Free Policy shall be attached to the Lease and included in the tenant handbook for all new tenants. Tenants will receive written notice of this policy change. Tenants are advised of their responsibility to review updated or new policies as provided at the time of lease signing. The success of this policy depends upon the thoughtfulness, consideration and cooperation of all tenants.

Evictions

It is not the intent of this Smoke-Free / Grow-Free Policy to evict tenants. Except in serious situations affecting the safety or reasonable enjoyment of other tenants, the THNPHC will use eviction as a last resort. The THNPHC will work with tenants to avoid eviction for smoking or cultivating marijuana. It is possible to evict a tenant if there is evidence a tenant continues smoking or cultivating marijuana contrary to the lease agreement. Ultimately, the Landlord and Tenant Board will decide if the behaviour will result in eviction.

SCHEDULE "G"

PROCEDURE FOR A TRANSFER FROM ONE UNIT TO ANOTHER

A tenant requesting to be transferred from his current unit to another unit must:

- Fill out a new housing application, just like at the beginning.
- Be placed on the waiting list in chronological order (by date).
- Wait for his turn on the waiting list to obtain another unit.

A new apartment will **only** be offered to you when your name comes first on the waiting list.

The same rules apply for a new request. If you decline an offer the first time, your name will be put at the end of the waiting list. If you decline a second offer, your name will be completely removed from the waiting list. If your name is removed from the waiting list, you will have to fill out a new application again and the date of application will change.

No further transfer, whatever the reason, will be granted.

VIDEO SURVEILLANCE CAMERAS

To ensure the safety of tenants, employees and the public in general, the Corporation has installed a video surveillance system at some of its properties. The tenant confirms that he / she has been made aware of the existence of the said video surveillance system when signing his / her lease.

I _____ confirm that I have read and understood the procedure for transfer requests in my building. I also confirm that I have been made aware of the existence of a video surveillance system on the property where my apartment is located.

Tenant Signature

Tenant Signature

Date