

# Rental Agreement

This Rental Agreement, made in duplicate, this \_\_\_\_th of \_\_\_\_\_, 2022.

BETWEEN

TIMMINS NATIVE NON PROFIT HOUSING CORPORATION  
(hereinafter called "The Landlord")

-and-

(hereinafter called "The Tenant")

1. In consideration of the rents, agreements and obligations stated in this lease, and of facts stated by the Tenant in his application to lease, the Landlord hereby, leases to the Tenant the following premises, hereinafter called the "leased premises":

Timmins, ON

2. This lease runs from month to month in accordance with the terms of this lease and those provisions of the **Residential Tenancies Act, 2006 (Ontario Regulation 516/06)** to which the leased premises are subject. The Residential Tenancies Act, 2006 (Ontario Regulation 516/06) makes these premises exempt from some aspects of the Act. The leased premises are subject to future revisions of the **Residential Tenancies Act, 2006 (Ontario Regulation 516/06)** including the provisions of any legislation which may replace this Act.
3. The Landlord has received income and family composition information from the tenant which allows for subsidized monthly rental calculation in the following amount commencing on the first day of this lease, and remaining in effect until such time that there is a change in the tenant's income or family composition which the Landlord deems requires a change in this geared to income rent, or until the Landlord conducts an income verification/family composition review:

The Tenant shall pay rent to the Landlord on the first day of every month commencing the 1<sup>st</sup> day of \_\_\_\_\_ 2022, either by certified cheque or money order at the rate specified by the Landlord in writing in accordance with the Landlord's contractual obligations to Canada Mortgage and Housing Corporation and/or the Ministry of Municipal Affairs and Housing, and its mortgagees. The Landlord will provide the Tenant on demand, with a written statement of the monthly rental, which is determined with a formula dictated by Canada Mortgage and Housing Corporation, and the method of calculation.

4. Upon being accepted to rent a unit from the corporation the Tenant shall pay to the Landlord a deposit of \$ 100.00 which will be used as partial payment towards last month's

rent of the leased premises. The deposit will be held by the Landlord for the Tenant until it is applied against the last month's rent.

The tenant acknowledges that the landlord reserves the right to request a deposit towards last month's rent. The landlord will pay interest on the amount as prescribed by law.

5. In the event that the Tenant furnishes any incorrect or misleading information as to his income or assets in his application for rental of the leased premises or in any subsequent statement furnished pursuant to his lease or any renewal thereof, the rent shall be re-calculated, based upon the corrected information, and re-adjusted accordingly. In the event that such re-calculation indicates that additional rent is owing, the Tenant shall, upon demand by the Landlord, forthwith pay such additional rent. The Tenant acknowledges that intentional misrepresentation of household income is sufficient cause for eviction and that any rental adjustments for any intentional misrepresentation of household income can go as far back as the commencement of your current tenancy.
6. Whenever required by the Landlord, the Tenant shall furnish the Landlord with a statement together with such supporting material as the Landlord may require, showing details of his correct gross income together with the gross income of the other occupants and members of his family who are living with him in the leased premises and the names, ages and relationships of such occupants and family members. The Tenant agrees that the Landlord may verify all such statements and supporting material by contacting the source of income. The Landlord will then advise the Tenant of any revision in either the amount of his monthly rental amount due, or in his rental charge for the following year of his tenancy, arising from any change in the income or family composition in accordance with the Landlord's current rent-to-income calculation procedures for the premises. The Tenant will be required to swear an affidavit confirming the accuracy of the income and family composition materials provided.
7. A) Should the Tenant be or at any time during this lease become, or cease to become, a recipient of financial assistance or of an allowance under applicable federal, provincial or municipal legislation, the Landlord may revise the amount of his rent as a result thereof. The Tenant shall, upon, such occurrence immediately furnish the Landlord with the materials discussed in paragraph six.  
  
B) The Tenant agrees to provide all income verification materials that may be requested by the deadline stipulated in writing by the Landlord. The Tenant also agrees to report all changes in household income and family composition with ten (10) working days of the change(s). Failure to provide the requested income information may result in the Landlord charging the Tenant the maximum possible rent for the leased premises.
8. The Tenant agrees the unless approved by the Landlord in writing only one vehicle owned by the Tenant will be parked on the leased premises for more then fourteen (14) days within a

period of six consecutive months. Tenant agrees to provide evidence of ownership and insurance of any vehicle parked on the leased premises to the Landlord for the Tenant's file immediately upon being requested to provide this information and, if applicable, at this time this rental agreement is signed. The Tenant declares that he owns the following vehicles:

| Make | Model | Licence Plate Number |
|------|-------|----------------------|
|------|-------|----------------------|

The tenant shall notify the Landlord in writing of any change to the above information within ten (10) days of when the change occurs. If any vehicle not belonging to the Tenant is left on the leased premises for longer then the period noted above, or of a vehicle is in unfit operating condition or is not furnished with correct licence plates or insurance, the Landlord may provide the Tenant ten (10) days written notice to remove the vehicle from the property. If the vehicle is not removed, the Landlord may have it removed at the Tenant's cost and sell or otherwise dispose of the vehicle without recourse being had by the Tenant or vehicle's owner. If the Landlord receives any monies for the vehicle's sale or disposal, the proceeds of such sale or disposal will be applied firstly to the costs of removal and sale, secondly to any monies owing to the Landlord by the Tenant, and thirdly to the credit of the Tenant for future rents and/or other obligations. Vehicles must be parked in designation parking areas only.

9. The Tenant warrants that all adults occupying the leased premises are signing parties to this lease and the each understands the rights and obligations hereby created. If the Tenant wants another individual to move into the unit he must first write to the Landlord for approval. This approval shall not be unreasonably withheld.

The tenant also understands that in order to remain qualified to reside in a unit that families must contain at least one dependent child and consist of either couples both of whom must be aged 18 years or more or single parent aged 18 years or more. A dependent child is a person under 18 years of age. Those attending learning institutions on a full time basis and living at home are considered dependents, even if they over 18 years of age. A person who is the child of the applicant and who, while over 18 years of age, is considered dependent due to some medically documented disability will be considered a dependent child for the purposes of this program. (Definition of full time Attendance in school will be as follows: A student carrying the equivalent of three or more courses in a term is a full time student. A student carrying less than the equivalent of three courses in a term is a part time student). Single parents must have, at minimum, shared custody of any child/children residing (50% of the time) with them (proof required). This criteria must be met throughout your entire tenancy.

The Tenant verifies that the individuals listed in the following chart are the only persons who will be living in the rental unit. Also, it is confirmed that a minimum of shared custody and primary residence of the children listed in the following chart is with the tenant:

| Tenant's Name | Relationship in Household | Date of Birth |
|---------------|---------------------------|---------------|
|               |                           |               |
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***NO additional persons may reside in the leased premises without written consent of the Landlord.*** No guest shall stay in the leased premises for longer than a combined total of fourteen (14) days within a period of six consecutive months without written consent of the Landlord. Tenants must write to the Landlord to request an extension of the visiting period. **Absolutely no Boarders are permitted in the rented premises.**

For the purpose of the Landlord's Section 15.1 National Housing Act Housing units, an adult is to be considered someone 16 years of age or older. For the Landlord's Section 56.1 and Section 95 National Housing Act units, an adult is considered anyone 18 years of age or older.

10. A) if the leased premises become uninhabitable by reason of fire, lightening or tempest, the rent shall cease until such time as the leased premises are restored for habitation. If the Landlord decides not to restore the leased premises, the Tenant shall be given the first opportunity to occupy similar premises belonging to the Landlord when they become vacant. The Landlord is not liable for any delay whatsoever in restoring the leased premises or for providing the Tenants with alternate accommodation.

B) If any legal authority seizes the rental unit to conduct an investigation, the Landlord will not be responsible for providing alternate accommodation to the Tenant for the period of time during which the rental unit is seized.

11. If the Tenant fails to perform his obligations under this lease, the Landlord may without notice perform same on his behalf at his expense. In the event of default by the Tenant in obligations, the Tenant shall pay to the Landlord all liquidated damages and all expenses incurred by the Landlord by reason of that default including, but not limited to, the following:

- (a) All legal costs for advising the Landlord or proceeding with any action arising from this default;
- (b) The cost of any repairs or redecorating which the Tenant was liable to perform but which were not performed by him or which were not performed to the satisfaction of the Landlord;

(c) The cost to remove all garbage, debris, and old furniture, etc. from the unit not properly disposed of by the tenant;

(d) Rent;

12. If the Tenant abandons or permits the leased premises to be vacant for a consecutive period exceeding thirty days, or during the regular heating season, for a consecutive period exceeding forty eight hours, without the prior written consent of the Landlord, the Tenant is liable for any damage thereby occasioned.

13. If any public authority expropriates the leased premises or sufficient portion thereof such that the Tenant's ability to occupy the premises is seriously impaired, this lease shall cease forthwith. The Tenant shall pay rent up to the date of expropriation but not thereafter.

14. The Landlord shall provide the following services and appliances as part of the rent: fridge, stove, heat, hydro and water.

#### **15. TENANT'S OBLIGATIONS**

The Tenant agrees to the following responsibilities:

(a) To keep the leased premises clean and repair or pay for any damage caused by his wilful or negligent conduct or that of persons who are permitted on the leased premises by him. All repairs required under this clause shall meet the health and safety, and other standards, required by law and shall conform in quality, workmanship, and materials, to those which exist generally in the rest of the building. When vacating, he shall leave the leased premises and all equipment and appliances therein belonging to the Landlord in a clean and good condition.

***Failure to meet any of the conditions in this section will result in the Tenant being charged for repairs and/or cleaning.***

(b) To inform the Landlord immediately ***in writing*** of any items in need of repair;

(c) To permit the Landlord and his agents, consultants, representatives or contractors, to inspect the premises under this lease at any time upon providing twenty-four hours written notice. Reason for entry includes, but is not limited to, carrying out an inspection for the purpose of determining whether the unit is in good state of repair, consistent with the Landlord's maintenance obligations as well as those Tenant obligations agreed to by the Tenant under the terms of this rental agreement;

(d) Not to assign or sublet the leased premises or any part thereof;

(e) To use and occupy the leased premises only as a private residence;

- (f) Not to keep any flammable liquids or materials within or adjacent to the leased premises, except for small quantities in proper containers of items required for normal household use, nor will the Tenant allow any activity on the leased premises that will create a fire hazard;
- (g) To permit the Landlord after notice of the end of tenancy has been given by either party, to, at all reasonable times, without notice, show the leased premises to any prospective tenants;
- (h) Keep windows and vents closed in the winter except as strictly necessary;
- (i) Keep all sidewalks, stairs and driveways on or in front of the leased premises free of obstruction. In the event that the Tenant fails to perform this task, the Landlord reserves the right to hire whatever help is required to perform the work and bill the Tenant for same;
- (j) To keep up and preserve in good order and condition the lawn, garden and property belonging to and appurtenant to the leased premises. He shall immediately clear the property of all trash and debris. During tenancy he shall also protect all flowers, trees and bushes now growing or henceforth planted on the property, from waste, injury, or destruction. In the event that the Tenant fails to perform these tasks, the Landlord reserves the right to hire whatever help is required to perform the work and bill the Tenant for same;
- (k) To permit the Landlord at anytime to take photos ( whether digital, video or otherwise) of the exterior of the leased property. Photos (digital, video or otherwise) may be taken of the interior of the leased premises after access has been gained to the unit in accordance with the terms of this lease;
- (l) Replace any glass which may be broken, cracked or damaged in any way during the period of the tenancy. In the event that there is broken glass about the premises that requires repair at the time at which the Tenant assumes control of the premises, the Tenant will advise the Landlord within 48 hours. Failure to so advise the Landlord may result in the Tenant being conclusively deemed responsible for such damage;
- (m) Not to damage or deface walls, roof or woodwork, and not to, without the written consent of the Landlord apply any wallpaper or paint to walls or ceilings or not to install any carpentry or other flooring without the written consent of the Landlord;
- (n) To protect all water pipes, sinks, bath and accessories from frost damage during the winter and not to use them for any other purpose other than that for which they were constructed;
- (o) To comply with the Tenant Guidelines, Rules and Regulations, which is attached as Schedule "A" forming part of this lease, as well as any reasonable change to same that the Landlord may note and communicate to the Tenant. The Tenant will ensure that the same are also observed by members of his family and by his visitors;

- (p) To pay the Landlord at least a sum of \$35 in the event that the Tenant misplaces or loses the keys for the unit and the Landlord is required to unlock the door to the residence at the request of the Tenant. This fee will be more if the Landlord is not able to attend and a contractor is called to unlock the door – in such cases the Tenant is responsible to pay the entire cost to attend for the service call. The Tenant is also responsible for reimbursing the Landlord for the cost of new keys for the apartment, and the cost of new locks if the original keys can not be found by the Tenant or if the Tenant wants the locks changed.
- (q) To allow the Landlord and his agents, consultants, representatives or contractors, upon at least twenty-four hours written notice, access to the premises for the purposes of performing all repairs and renovations deemed necessary by the Landlord. This clause does not prohibit entry in cases where the Landlord deems an emergency situation to be present and immediate access without notice is required to rectify the situation.
- (r) To permit the Landlord to release his name, address and phone number to the Landlord's agents, consultants, representatives or contractors of contractors' agent responsible for carrying out repairs or inspections as indicated in sections 15 (c) and (q) above.

#### **16. LANDLORD'S OBLIGATIONS**

The Landlord agrees to the following responsibilities;

- (a) To allow the Tenant quiet enjoyment of the leased premises;
- (b) To provide the appliances and services listed in Clause 14 on page 5, to the Tenant and to keep such appliances in proper working order, except where damaged by the wilful or negligent act of the Tenant, his family or visitors, in which case responsibility for repairs will rest with the Tenant;
- (c) To provide heat to the leased premises up to a reasonable temperature except during a breakdown or other circumstances beyond the Landlord's control;
- (d) To maintain the leased premises and the entrances, halls and passageways giving access thereto in a good state of repair and fit for habitation during tenancy and to comply with health and safety standards including any housing standards required by law. The Tenant shall notify the Landlord immediately of any required repairs within a reasonable period of time. The Landlord shall not be held responsible for damages or personal discomfort resulting either from a breakdown of the electrical, mechanical, plumbing, structural or heating systems or from any other matter which the Landlord, in exercising reasonable diligence, could have not known about or expected, or the cause for which is outside his control;
- (e) To allow the Tenant to remove his fixtures from the leased premises at or prior to the termination of the lease, provided that he can do so without damaging the walls, woodwork or other parts of the leased premises;

17. All provisions of the **Residential Tenancies Act, 2006 (Ontario Regulation 516/06)** and amendments thereto shall apply to this lease, save to the extent that the Landlord is exempt from same by law. The Tenant acknowledges that this lease may not be subject to rent control legislation.
18. The Tenant shall not alter or cause to be altered the locking systems on any door except by consent of the Landlord.
19. Should the Tenant fail to take possession or vacate, or should he abandon the leased premises without having given proper notice to the Landlord, the Landlord may at any time thereafter without notice or demand re-enter and re-let the leased premises to any other persons as he may see fit without prejudice to his right to claim damages against the Tenant for unpaid rent or other losses or damage suffered by the Landlord. Any abandoned furniture and personal affects found in the leased premises may be removed and disposed of as the Landlord sees fits. The cost to remove items left in the unit will be charged to the Tenant.
20. Should the Tenant, or wither of them, become bankrupt or insolvent, up to the immediately following three months rent shall become due and payable and this lease may also at the option of the Landlord be immediately terminated.
21. The Landlord and Tenant may each terminate this lease as prescribed by law. Any notices required by statute on this lease may be delivered as prescribed by the **Residential Tenancies Act, 2006 (Ontario Regulation 516/06)**. If the Tenant is not present in the leased premises, any notice required to be given to him may be effected by leaving it with any adult person within the leased premises, or by any other method allowed by the **Residential Tenancies Act, 2006 (Ontario Regulation 516/06)**.
22. Should either the Landlord or the Tenant be in breach of any covenant or agreement in this lease (excepting the covenant to pay rent), then the other party shall, prior to taking any other action, notify the defaulting party in writing of the breach requiring him to remedy it. If the offending party fails to remedy the breach within a reasonable time, the other party may take steps to terminate the lease and/or obtain such other relief or redress as is authorized by the law. It is understood, however, that such prior written notice shall no be required before instituting legal proceedings for breach of the covenant to pay rent.
23. Any incorrect information given by the Tenant in the application signed by him or in any subsequent statement signed by him may, at the option of the Landlord, result in immediate termination of this lease.
24. No representations other than those contained in this lease shall be binding upon the parties, and no agreements hereafter made shall be effective to change this Agreement in



whole or in part unless such agreement is in writing and signed by the party against whom an enforcement of the change is sought.

25. The Landlord shall not in any event be responsible or liable in any way for:

- (a) Any personal injury or death that may be suffered or sustained by the Tenant or any employee of the Tenant, or any member of the Tenant's family, his agents or guests, or any other person who may be upon the premises;
- (b) Any loss of or damage or injury to any property belonging to the Tenant or any other person while that property is on the leased premises without limiting the generality of the foregoing, this provision applies to damage caused by steam, water, rain or snow which may leak into, or flow from any part of the leased premises or from the water, steam or drainage pipes or plumbing works of the same or from any other place or quarter;
- (c) Any damaged caused by or attributable to the condition or arrangement of any electrical or other wiring; or
- (d) Any damaged caused by anything done or omitted to be done by any Tenant of the Landlord, unless such damage, injury, or death a direct result of the Landlord's megligence;

26. The Tenant shall upon termination of tenancy, surrender the premises in like condition as at the commencement of the tenancy, normal wear and tear only accepted. Damages deemed by the Landlord to be of a negligent nature will be charged to the tenant.

27. The Tenant will not do or permit to be done, any act by which a fire hazard may be created or through negligence fail to avoid or remove fire hazards on the premises. The Landlord may from time to time, and at all reasonable times, by his authorized agent or agents inspect the leased premises for the purpose of discovering any condition on the premises which in the opinion of the Landlord, his agent or agents, constitutes a fire hazard. If the Tenant shall fail to remove such fire hazards to the satisfaction of the Landlord, his agent or agents, requiring removal thereof, the Landlord shall without further notice be entitled to enter upon the premises and remove such fire hazards at the expense of the Tenant.

28. Except as otherwise provided in the lease, the references herein to the Landlord shall be deemed to include it successors and assignees, and the references herein to the Tenant shall be deemed to include the executors, administrators, legal representatives, legatees, distributors and assignees of the Tenant. The covenants herein contained shall apply to bind and enure to the benefit of the Landlord and its successors and assignees and to the Tenant and his executors, administrators, legal representatives, legatees, distributors and assignees.

29. Whenever in this lease, reference is made to the Tenant, such reference shall be deemed to include the feminine as well as the masculine gender and the heirs, executors and

administrators of the Tenant as the case may be, and if there be more than one Tenant named, the word "Tenant" shall be deemed to include each of such 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.

30. Any waiver or failure to act by either the Landlord or Tenant upon any breach of agreement or regulation shall not be considered to be a waiver of such agreement or regulation generally or of any subsequent breach of any agreement or regulation.
31. For the purpose of this lease, the address of the Landlord shall be **U145-38 Pine Street North, Timmins, Ontario, P4N 6K6** unless notice of a different address shall be given by the Landlord to the Tenant.
32. In the event of a change of size or composition of the Tenant's family, the Landlord reserves the right at his discretion to transfer from his leased premises to a housing unit judged by the Landlord to be more appropriate given the nature of the change. All moving costs associated with any such transfer will be borne entirely by the Tenant.

If at any time of the change in size or family composition the Landlord does not have, or does not anticipate having in the immediate future, any vacancies for an appropriately-size unit within its portfolio, the Landlord may serve the Tenant with a notice to vacate the premises due to no longer qualifying for subsized housing. This may be done without offering a transfer to another unit within the Landlord's portfolio.

33. In the event that a unit is occupied by two or more tenants and one of the tenants wishes to depart, the departing tenant, or remaining tenant, shall provide one full month's written notice prior to the commencement of the next rental period if the remaining tenant wishes a rental adjustment due to change in household income. Failing to provision of notice, the tenants (both departing and remaining) shall be required to pay the rent for the month after the departure based on both incomes unless they can establish to the Landlord's Board of Directors that in considering all the circumstances, the rent should be recalculated upon the income of the remaining tenant only.
34. The Tenant agrees to ensure that the smoke detectors located in the rented premises are kept in proper operating condition at all times and to never disconnect the smoke detectors from their power sources or otherwise render them inoperable. In addition, the cover on each smoke detector must always be kept on. The Tenant agrees to test every smoke detector at least once a week by using the test button. If a detector fails to sound upon testing, the Tenant agrees to immediately contact the Landlord for repairs or replacement of the smoke detector.

The Tenant will notify the landlord immediately whenever the low battery signal sounds on a battery operated smoke detector model so that the Landlord can install a new battery. Similarly,

the Tenant will notify the Landlord of the “power on” indicator light goes out on an electronically wired smoke alarm so that appropriate repairs may be made. If the smoke detector becomes damaged in any way whatsoever the Tenant agrees to immediately notify the Landlord so that repairs or replacement of the detector can be made.

35. If the rental unit is heated by natural gas or oil heat, the Tenant agrees to ensure that the carbon monoxide detectors located in the rented premises are kept in proper operating condition at all times and to never disconnect the carbon monoxide detectors from their power source or otherwise render them inoperable. In addition, the cover on each carbon monoxide detector must always be kept on. The Tenant agrees to test every carbon monoxide detector at least once each week by using the test button.

The Tenant will immediately call the local Fire Department whenever the signal sounds on a carbon monoxide detector so that the premises can be checked for potentially dangerous levels or carbon monoxide. The Tenant and the Tenant’s family must vacate the unit if the signal sounds. Immediately after such an occurrence the Tenant will contact the Landlord to report the findings of the Fire Department and to arrange for any necessary repairs. Similarly, the Tenant will notify the Landlord if the “power on” indicator light goes out on an electronically wired carbon monoxide detector or if any detector fails to sound upon testing. If the carbon monoxide detector becomes damaged in any way whatsoever the Tenant agrees to immediately notify the Landlord so that repairs or replacement of the detector can be made.

36. In the event that the Tenant does not live up to the provisions of this agreement, the Tenant will be legally responsible for any consequent damages.

37. The Tenant acknowledges receipt of a copy of this lease.

IN WITNESS WHEREOF the parties have signed this lease at Timmins on the \_\_\_\_ th day of 2022.

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**Jennifer Fry, Operations Coordinator  
Timmins Native Non Profit Housing Corp.**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**, Tenant**

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**, Tenant**

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**, Tenant**