



MULTIFAITH

Housing Initiative

TENANCY POLICY

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Introduction

This policy contains the rules under which the Multifaith Housing Initiative (MHI) provides housing for its tenants, and the rights and obligations of both MHI and its tenants.

Article 1: About This Policy, Schedules and Appendices

1.1 Tenancy policy

- (a) The attached Schedule A will be used for all tenants. The attached Appendix A, Terms of the Tenant's Rent Subsidy, will be used only for tenants who are receiving an internal subsidy or a subsidy under a government program that is administered by MHI.
- (b) Some policies and agreements, such as the Terms of the Tenant's Rent Subsidy, only apply to certain tenants. These tenants must obey them.
- (c) MHI and the tenants must obey this Policy, its Schedules and Appendices and the Tenancy Agreement that apply to them, even if a particular tenant has not signed a Tenancy Agreement or the Appendices.

1.2 Signing A Tenancy Agreement

- (a) New tenants must sign Schedule A, Tenancy Agreement, before they move into MHI. If they receive a rent subsidy, they must also sign Appendix A.
- (b) Existing tenants who pay a market rent must sign Schedule A.
- (c) Existing tenants who receive a rent subsidy must sign Schedule A, and Appendix A.
- (d) Existing tenants who pay a market rent and start to receive a rent subsidy must sign Schedule A, and Appendix A when they start to receive assistance.
- (e) Existing tenants must sign Schedule A and Appendix A, and if applicable, when there is a change in their household size.
- (f) Tenants who receive a rental subsidy must make sure that other occupants in their household sign the Schedules and Appendices as stated in the signature section.

Article 2: Tenants' Rights

2.1 Use of a Unit and MHI's Facilities

Tenants of MHI have the right to:

- live in their housing unit
- use their parking space if any, and
- use MHI's common facilities and building.

Article 3: Tenants' Contributions

3.1 Rent

- (a) Each tenant of MHI must pay rent. Rent is made up of:
- monthly rent, less any subsidy if applicable
 - parking charges, if applicable
 - other charges that may be applicable.
- (b) MHI will set the monthly rent and parking charges.
- (c) Tenants must pay their rent and parking charges on or before the first day of each month.
- (d) Tenants are responsible for paying for any services not included in the rent. The rent does not include the following costs to a tenant:
- electricity for a unit, except in those specific cases of older leases where electricity had been included
 - telephone for a unit
 - charges for cable television for a unit
 - internet charges for a unit
 - required insurance on the tenant's personal property, and
 - the tenant's personal liability insurance.

If MHI has to pay for any of these due to the tenants defaulting on these payments, the cost will be added to the tenant's housing charge and the tenant will be required to pay it or be at risk of eviction.

3.2 Rent Payment

See arrears policy for details.

3.3 Last Month's Rent

(a) Paying Last Month's Rent

Tenants must pay last month's rent to MHI. Tenants must pay last month's rent before moving into their unit, unless MHI allows them to pay it at another time.

(b) The Amount of Last Month's Rent

The amount of a last month's rent shall not be more than the lesser of the amount of rent for one rent period and the amount of rent for one month. 2006, c. 17, s. 106 (2).

(c) Last month's rent not required

MHI may waive the requirement for a last month's rent deposit if there is an agreement with an outside agency to guarantee the last month's rent. This could be an agreement with the rent supplement office, government agency or other.

3.4 Other Charges

(a) A tenant is responsible for and must pay MHI for any extra costs, charges or expenses caused by:

- the tenant
- any person who is a part of the tenant's household, or
- any person that the tenant allows onto MHI's property.

This applies even if no MHI policy has been broken.

- (b) MHI has the right to recover solicitor and client costs, as settled by MHI (the actual legal fees and costs) of any legal action that MHI takes to recover money owed to it or enforce its rights under the policies.
- (c) Tenants must pay any interest at the rate of 2% above the prime rate of any credit union or bank designated by the Finance Committee.

3.5 Tenants' Insurance

- (a) Insurance Compulsory

Each tenant must obtain and pay for personal property insurance and personal liability insurance. Each tenant must deliver proof of insurance to the MHI office within one week of occupancy and at least once a year by a date set by the Tenant Administration Manager.

- (b) MHI not liable

MHI will not have to compensate a member or anyone in the tenant's household for any loss that would be covered by a normal tenant's or MHI's insurance policy. This applies no matter how the loss is caused. In addition to MHI itself, none of the staff or contractors, or any other tenant, will have to compensate for the loss.

- (c) Insurance

Tenants must make sure their insurance policy contains clauses to protect the tenant from lawsuits filed by our building insurer that can be filed in response to damage done by the tenant. These are called "waiver of subrogation" clauses. The tenant's insurance company can obtain this. It should not cost extra.

The above clause requires the tenant to obtain a "waiver of subrogation" clause in the insurance policy. If this is not in the policy, the insurance company could pay the MHI and then sue the tenant.

3.6 Parking

- a) You must register your vehicle license plate with the housing manager.
- b) Your vehicle must be in running order, licensed and insured.
- c) You may not use the parking lot to wash or repair vehicles.

- d) You must pay your parking fee each month and display your parking pass at all time. Otherwise your vehicle may be towed.
- e) You must park only in the space allotted to you. MHI has the right to reallocate this space when necessary.
- f) You must receive consent from the building superintendent for your guest to park overnight.
- g) You must comply with requests by the property manager to move your vehicle for snow removal or for other maintenance issues in order to ensure that everyone has adequate and accessible space to park. MHI has the right to remove your vehicle at your risk and expense if you are not meeting the requirements of this lease.
- h) If you are aware that a non resident is using the lot to park a car for more than eight hours without authorization from the property manager, please inform the property manager immediately.

3.7 Responsibility for Charges

(a) Per-Unit Basis

MHI calculates the monthly charge and the tenant deposit for each unit as a whole. If more than one adult occupies a unit, they are each responsible for the full charges. This is so whether or not they are tenants of the same family or household.

If any person moves out of the unit the remaining occupant(s) remain(s) responsible for all the charges which apply to that unit.

(b) Sharing Expenses

Persons who share a unit can arrange to share expenses, with the following conditions:

- the sharing arrangement does not limit MHI's rights
- one of the tenants in the unit must collect the payments and make one single monthly payment to MHI, and
- they are each responsible for the full charges.

3.8 Rent Subsidy

The Housing Manager is authorized to determine who is entitled to subsidy and the amount of the subsidy using MHI's target clientele, and MHI's charitable purpose and requirements as guidelines. Tenants have the right to appeal to the Housing Management Committee (HMC) through their Tenant Relations Team (TRT) representative. The HMC will determine the procedures to follow. These procedures must be procedurally fair.

Please see Appendix A for Terms of Rent Subsidy.

3.9 Tenant Relations Team

See Tenant Manual for details.

Article 4: Use and Behaviour

4.1 Residences

Units can be used only as private residences for tenants, their households and other persons allowed by this Policy. Units are not allowed to be used for business purposed by tenants.

4.2 Nuisance

MHI is a community which includes all the tenants, volunteers, and employees. It also is part of the larger neighbourhood community. Tenants must not make or allow any noise, nuisance or any other act that unreasonably disturbs or interferes with any other tenant of these communities.

4.3 Illegal Acts

Within their unit, or on MHI property, tenants must not commit any illegal act or break any agreement with any government authority. This includes breaking any municipal, provincial or federal law, or any policy or regulation of any other authority such as the fire department.

4.4 Leases, Mortgages and Agreements

Tenants must not break any obligation that MHI has to:

- Canada Mortgage and Housing Corporation
- the Province of Ontario, and
- MHI's mortgage holder.

Information on those obligations is available at the office upon request.

If all or part of MHI's property is leased to MHI, tenants must not break any obligations under the lease.

4.5 Insurance

Tenants must not break any obligation that MHI has to its insurance companies. The use of a tenant's unit must not increase MHI's insurance costs, or any other cost or liability of MHI.

4.6 Privacy

(a) Permission Needed

Tenants have the right to privacy. MHI will not enter a unit without the tenant's permission unless an emergency happens or appears to be happening or proper notice has been given.

(b) After giving a tenant 24 hours notice, MHI can enter the tenant's unit to show it to a prospective occupant at any reasonable time. MHI can do this if:

- the tenant has given MHI written notice of withdrawal from his or her tenancy, or
- MHI has given notice of a Housing Management or HMC decision to evict the tenant.

(c) Notice of Entry

A landlord may enter a rental unit to inspect for maintenance problems, make repairs, do work or replace something.

If a landlord wishes to enter a rental unit for one of these reasons, the landlord must give the tenant **written notice at least 24 hours** before the landlord plans to enter.

The written notice must include:

- the reason why the landlord wishes to enter,
- the date the landlord will enter, and
- a time of entry between 8:00 a.m. and 8:00 p.m.

Any entry notice can give a time range and not necessarily a specific time. The time range can be longer than one day and the notice can allow more than one entry into a tenant's unit.

4.7 Violence

MHI is a community which includes all the residents, volunteers, and employees. Residents must not commit violence against another person in the community. This violence can be real or threatened. The violence can be physical, psychological and/or sexual and includes child abuse. MHI staff and volunteers are authorized to call police and the Children's Aid Society in cases of child abuse.

4.8 Domestic Violence

- (a) Domestic violence is violence against another tenant of the same household. MHI does not tolerate domestic violence. It will try to assist victims of such violence. Tenants of MHI who engage in domestic violence may be evicted.
- (b) Tenants who are victims of domestic violence can:
 - ask the HMC to evict any person who commits domestic violence
 - get information from MHI on support groups in the community.
 - apply to have the perpetrator of the violence removed from the lease.
- (c) MHI must have proof that domestic violence occurred. MHI can accept the following as proof:
 - a restraining order or peace bond is in effect
 - terms of bail allow no contact, or
 - the offending tenant has been found guilty of assault.

- (d) When a tenant is ready to let a previously violent spouse, partner or co-occupant return, the tenant can ask the HMC in writing to reinstate that person's tenancy. The HMC may reject an application for tenancy from that person.
- (e) If someone has been evicted because of domestic violence, and returns without the consent of the victim, MHI may treat that person as a trespasser. It may remove that person from the property.

4.9 Maintenance and Repair

(a) Landlord Responsibilities

A landlord has to keep the rental property in a good state of repair. A landlord must obey all health, safety, housing and maintenance standards, as set out in any provincial laws or municipal bylaws.

(b) Cleanliness and Repair

A tenant must keep their rental unit clean, up to the standard that most people would consider ordinary or normal cleanliness.

(c) Damage

A tenant must repair or pay for the repair of any damage to the rental property caused by the tenant, the tenant's guest or another person who lives in the rental unit. This includes damage in the tenant's unit, as well as any **common area** such as a hallway, elevator, stairway, laundry room, driveway or parking area. It does not matter whether the damage was done on purpose or by not being careful enough - the tenant is responsible. However, the tenant is not responsible to repair damage caused by normal "wear and tear". For example, if the carpet has become worn after years of normal use, the tenant would not have to replace the carpet. A landlord can apply to the Landlord Tenant Board if the tenant has not repaired any damage. If the Board agrees that the tenant should be held responsible for the damage, the Board can order the tenant to pay the cost of repairing the damage or even evict the tenant. A tenant should not withhold any part of the rent, even if the tenant feels that maintenance is poor or a necessary repair has not been done. A tenant could be evicted, if they withhold rent without getting approval from the Landlord Tenant Board.

(d) Maintenance

Tenants must not interfere with maintenance and improvement to any part of MHI property.

(e) **Alterations and Improvements**

Tenants cannot make alterations and improvements without written consent from MHI.

(f) **Changing Locks**

Tenants must not change their locks without written permission from MHI. They must give MHI keys to new locks.

(g) **Reporting Problems**

Tenants must promptly report to MHI any condition in their unit, the equipment in their unit, or their building, which may cause damage to their unit or their building. Including, but not limited to, water leaks and running taps or toilets.

(h) **Appliances**

MHI will provide each unit with a stove and refrigerator in working order. Tenants must keep the appliances clean.

(i) **Moving Out of the Unit**

When tenants move out of their unit, they must leave it clean and in good order. The Tenant Manual describes the condition they must leave their unit in.

4.10 Smoke Free Policy

The tenant agrees to follow MHI's smoke free policy.

4.11 Acts of Others

Tenants are responsible for any act or failure to act by tenants of their household and by guests. This includes any person they, or tenants of their household or guests, invite or allow onto MHI property. Tenants must take reasonable steps to prevent any wrongful act or failure to act by such persons and may be evicted if they do not do so. If there is a financial loss as a result of any act or failure to act by the persons mentioned above, the

tenants will have to bear the financial loss even if they had no opportunity to prevent the action.

Article 5: Occupancy Rights and Standards

5.1 Purpose of This Article

This Article deals with tenants already living in an MHI unit; it covers when they no longer have the right to occupy their present unit because of changes in household size. It does not cover when new tenants, or tenants who want to relocate to other units, will get a unit.

5.2 Changes in Household Size

- (a) The number of persons in a tenant's household may change. The tenant must give prompt written notice of the change to the MHI office. If the household size has decreased, the notice must give the names of the persons who no longer live in the unit.

Tenants must agree to a credit check of any new person in their household. The new person must also sign consent if required by MHI. Tenants must also give MHI any other reasonable information which MHI asks for. Tenants must give the notice, consent and other information promptly.

- (b) The maximum number who can live in each unit type is:

- bachelor 1 person
- one-bedroom 2 persons
- two-bedroom 4 persons
- three-bedroom 6 persons
- four-bedroom 8 persons.

These are the "Maximum Occupancy Standards".

- (c) The minimum number of persons who can live in each of MHI's unit types is:

- bachelor 1 person
- one-bedroom 1 person

- two-bedroom 2 persons
- three-bedroom 3 persons
- four-bedroom 4 persons.

These are the “Minimum Occupancy Standards”.

- (d) If a tenant’s household does not meet these standards, the Housing Manager or the HMC will normally require the household to move to a unit of the proper size. If MHI has an existing unit of the proper size, the Housing Manager will put the tenant at the top of the internal waiting list for that type of unit. The tenant must accept the first unit offered.

However, the Housing Management Committee can decide not to require the household to move if:

- the situation is temporary, or
- the Housing Management Committee decides that there are special circumstances that justify letting the household stay in the unit.

- (e) If the Housing Management Committee (HMC) is going to consider a resolution to require the tenant to move, it must give the tenant a minimum of 30 days or more written notice of the meeting.

- (f) The tenant can attend and speak at the HMC meeting, or request for their TRT or other representative to speak for them. The HMC will deliver its decision in writing to the tenant. The tenant cannot appeal the HMC decision.

- (g) MHI can evict the tenant if:

- the tenant does not accept the first unit offered, or
- the HMC decides not to put the tenant on the internal waiting list because there are no units of a suitable size.

The HMC will use the procedures stated in Article 9 of this Policy.

However, the HMC can decide not to evict the tenant if:

- the situation is temporary, or

- the HMC decides that there are special circumstances that justify letting the household remain in the unit.
- (h) If the HMC decides to evict the tenant, the date will be no less than 30 days after the HMC meeting that required the tenant to move. If the tenant was not put on the internal waiting list, the date will be no less than 60 days after the HMC meeting that decided to evict the tenant. The HMC will use the procedures stated in Article 9 of this Policy.

5.3 Able to Live Independently

- (a) Tenants must be able to live independently and take care of themselves, or arrange for their care without undue hardship on MHI, its tenants, volunteers, or employees.

The HMC can evict a tenant if it decides that the tenant cannot meet these conditions. However, this will not happen if:

- the tenant makes arrangements that are acceptable to the HMC, and
 - the tenant signs and obeys a written agreement if the HMC requires it.
 - the tenant has come to MHI through a partnership arrangement with a supports agency that is providing the tenant with the needed support.
- (b) The HMC does not have to get medical or other expert advice when it passes any resolution under 6.3 of this Policy. It has the right to rely on the opinion and experience of the employees, volunteers, and tenants of MHI. However, the HMC will consider any medical or other expert advice which the tenant offers.
- (c) The HMC will use the procedures stated in Article 9 of this Policy.

5.4 Sale of a Part of MHI's Housing Stock

The Board of Directors can decide to sell all or part of MHI's housing units through a board motion.

5.5 Government or Mortgage Holder Takeover of MHI Property

- (a) If government body takes over ownership of MHI's property by expropriation, tenants' occupancy rights against MHI end on the date the takeover is final.
- (b) Tenants cannot profit from the takeover. This does not include any compensation from a government body for disturbance or moving expenses.

5.6 Damage by Fire, etc.

- (a) If there is major damage affecting a large number of units, the HMC will examine the situation and propose a solution.
- (b) If only one or a small number of units are damaged, the HMC will consult with the tenants living in the units to deal with the situation.

The HMC and tenants will consider questions such as the following:

- Should the unit be repaired?
 - How quickly?
 - When will the tenant be required to move out?
 - When will the tenant be entitled to move back?
 - Will there be any charges to the tenant during the period?
 - Are there any available units that the tenant can occupy until their unit is repaired? Should there be any priority on MHI's internal or external waiting list?
- (a) MHI does not have to provide a housing unit, or pay for increased housing charges, or rent to an outside landlord, or any other costs, because of fire damage.

Article 6: Occupancy by Tenants

6.1 Policy

- (a) In MHI's policies, household means:
 - a tenant
 - any other tenants living in the unit
 - persons under sixteen living in the unit

- persons who have turned sixteen and continue to live in the unit, and
- any long-term guests approved by the HMC under 7.5 of this Policy.

MHI does not consider anyone else as part of a tenant's household. Other persons can live in a tenant's unit only as casual guests, or as sub-occupants if permitted by this Policy. Tenants must not allow anyone other than the persons referred to above to use their unit.

- (b) This Policy applies to a tenant unit. MHI does not have to follow the procedures in this Policy when dealing with non-tenant units or non-residential spaces. Parts of this Policy apply to non-tenants living in a tenant unit.
- (c) Occupants of a tenant unit who are not tenants have:
 - no greater right to occupy the unit than the tenants who occupy it, or any right to occupy it independent of the tenants
 - no right to occupy any other unit belonging to MHI, and
 - no right to a place on MHI's internal waiting list.

6.2 Additions to Household

Tenants may wish to add to their household someone over sixteen years of age who is not a tenant. That person must apply for tenancy in MHI or for Housing Management approval as a long-term guest. That person can occupy the unit as a casual guest while waiting for the HMC to decide. If the HMC refuses to approve the application for tenancy, that person can occupy the unit only as a casual or long-term guest if permitted under 7.3 or 7.4 of this Policy.

6.3 Casual Guests

- (a) Tenants can have only a reasonable number of guests at any one time.
- (b) Tenants must have the Housing Managers permission to permit a guest to stay for more than 6 consecutive weeks for a single visit. Normally this would only be for up to one additional month. Tenants must have the HMC's permission to allow a guest to spend a total of more than 3 months in a unit for any number of visits during any twelve-month period. The HMC can choose the twelve-month period.

- (c) The HMC normally allows a single visit to last for 6 weeks. When the Housing Manager gives permission for any visit it:
- sets the time limit for the visit, and
 - can decide to include the income of the casual guest when calculating household income for a housing charge subsidy.

6.4 Long-Term Guests

- (a) The HMC can allow tenants to have a guest for an indefinite period. These guests are long-term guests in this Policy. Examples include:
- family tenants who are part of a tenant's household
 - live-in employees
 - additions to the household who have been refused tenancy, and
 - others whom the tenant invites.
- (b) Tenants and their guests must sign a long-term guest agreement, as found in Schedule B of this Policy.
- (c) The HMC can cancel long-term guest status or change the terms of the long-term guest status at any time. The HMC will give written notice to the tenant and the guest of any meeting where it will be discussed. The HMC will give written notice to the tenant and the guest that it has ended long-term guest status after it has decided to do so. The HMC decides when the long-term guest status ends. There is no right of appeal.
- (d) Normally, the income of long-term guests is to be included in the household income when housing charge subsidy is calculated.

6.5 Principal Residence

All tenants must use their MHI units as their principal residence and personally occupy them. Tenants may not be absent from their unit for a total of more than one year accumulative in any five-year period without the permission of the HMC. The unit must remain their principal residence while they are absent. The HMC can choose the five-year

period. Tenants will be considered absent from their units even if they visit them for short periods.

6.6 No Transfer of Occupancy Rights

Tenants cannot transfer their occupancy rights to anyone else.

6.7 No Profit

- (a) Tenants must not profit, directly or indirectly, from sharing expenses with anyone using their unit.
- (b) MHI can ask tenants to prove that they are not profiting from any arrangement with guests of their unit. If asked, tenants must give complete details of any arrangement. This request can include sworn statements about the arrangement from everyone involved.
- (c) Some examples of profit are key money, and placing too great a value on the furnishings of a unit. Profit does not include guests or sub-occupants paying their fair share of the rent. Profit does not include paying a reasonable charge for meals, cleaning etc. (if it is not a hidden profit on the rent).

6.8 Death of a Tenant

- (a) If a tenant dies and no other tenants occupy the unit, the tenant's estate will be responsible for housing charges until the end of the second month after the death. The estate must remove all of the tenant's possessions by the end of the second month after the death.
- (b) Non-tenants living in the unit after a tenant's death can apply for tenancy. If they are accepted, the HMC can allocate the unit to them without following the Tenant Selection and Unit Allocation Policy. If they do not apply for tenancy or their application is rejected, the HMC can evict them without using the procedures in Article 9.

Article 7: Tenants Who End Their Occupancy

7.1 Procedures

- (a) If tenants want to end their occupancy with MHI, they must give at least **sixty days (60)** written notice. The notice period must end on the last day of the month. The tenants' right to occupy their unit ends at the end of the notice period. Tenants cannot withdraw a notice without the HMC's consent. The HMC can refuse to allow tenants to withdraw the notice. Tenants cannot appeal the HMC's decision.
- (b) Tenants have full rights and obligations during the notice period. If tenants move out of their unit, they are still responsible for any outstanding obligations until the end of the notice period.
- (c) The end of a lease does not mean a tenant has to move out. A new lease can be made or the landlord and tenant can agree to renew the lease for another fixed term period. If a new agreement is not reached, the tenant still has the right to stay as a monthly tenant, if they paid their rent by the month, as agreed in the expired lease. The tenant is still subject to annual rent increases

7.2 Vacant Unit

If a unit is vacant, MHI will take possession. The tenant's occupancy rights end on the day that MHI takes possession. It will be considered that the tenant has withdrawn from tenancy at the same time.

7.3 Tenants No Longer Living in MHI Property

This section applies when a tenant ceases to live in an MHI unit as a principal residence, but other tenants of that unit remain. It will be considered that the tenant has given notice to withdraw from tenancy on the first day the tenant no longer lives in the unit.

Article 8: Evictions

8.1 Terms Used in This Policy

The *Act* uses the terms "terminating tenancy and occupancy rights" when referring to tenants, and "terminating occupancy rights" when referring to non-tenants. In this Policy these acts of MHI are referred to as "evict the tenant" or "eviction".

8.2 Ending a Tenancy by the Landlord

A landlord can end a tenancy only for the reasons allowed by the Act.

The landlord must give the tenant notice in writing that they want the tenant to move out. The landlord must use the proper forms; forms which a landlord must use for giving a notice to end the tenancy are available from the Board as set out in the Residential Tenancies Act.

If the tenant does not move out after receiving the notice, the landlord can ask the Board to end the tenancy by filing an application. The Board will decide if the tenancy should end after holding a hearing. Both the landlord and the tenant can come to the hearing and explain their side to a Member of the Board.

The Act allows a landlord to give a tenant notice if the tenant, the tenant's guest or someone else who lives in the rental unit either does something they should not do, or does not do something they should. For example:

- not paying the rent in full,
- persistently paying the rent late,
- causing damage to the rental property,
- illegal activity,
- affecting the safety of others,
- disturbing the enjoyment of other tenants or of the landlord,
- allowing too many people to live in the rental unit (“overcrowding”),
- not reporting income in subsidized housing.

In some cases, a landlord can give a tenant notice based on the presence or conduct of a pet the tenant is keeping, such as where a pet causes damage to the rental property.

8.3 Legal Action

- (a) The HMC can decide to take legal action as a result of decisions under previous sections.

The HMC does not have to wait until the eviction date to start legal action.

- (b) The HMC can choose someone to deal with legal actions for MHI. It can do this either by making it part of that person's job description or by a resolution. This person can:

- i. Represent MHI's interests at the Landlord Tenant Tribunal, or;

- ii. Give all necessary instructions to MHI's lawyers, or
- iii. Make a settlement or other agreement after consulting with MHI's lawyers.

For example, there could be an arrears agreement or similar agreement worked out. The HMC can limit the person's authority by an HMC resolution.

8.4 Performance Agreements

- (a) MHI can sign a performance agreement with the tenant. When a tenant and MHI sign a performance agreement, any outstanding resolution evicting the tenant will be cancelled.
- (b) The performance agreement may state how the tenant will:
 - i. carry out obligations in the future
 - ii. correct any past problem, and
 - iii. compensate MHI for any losses.

The HMC will authorize every performance agreement except under 9.4 (b). It can authorize an employee, director or committee, formally or informally, to decide on the details of the agreement and to sign it.

- (c) The HMC can use the Performance Agreements in Schedules G and H of this Policy.
- (d) If the tenant breaks the performance agreement, then the HMC will start the procedure to evict the tenant over again. Any statements in the agreement, and the fact that the tenant broke the agreement, may be taken into consideration by the HMC, the tenants or a judge.
- (e) When signing a performance agreement, the HMC can decide that a resolution of eviction will not be effective if the tenant
 - i. pays the amounts owed, or
 - ii. carries out any acts that the HMC states in the resolution within the time period stated in the resolution.

8.5 Non-Tenants in a Tenant Unit

In dealing with non-tenants who are occupying a tenant unit, MHI may take any procedure permitted as long as it does not break this Policy.

Article 9: Miscellaneous

9.1 Personal Information of a Tenant

If tenants appeal an HMC decision, or bring up a discussion at a tenants' meeting involving personal information about themselves, the HMC can disclose other relevant personal information about the tenants.

9.2 References to Other Policies

Some terms in this Policy contain references to other policies of MHI. If those other policies have not been passed by MHI, the HMC will decide any matters that would have been included in any policy.

9.3 Serving Documents

When MHI serves documents to tenants in connection with an eviction, it must follow this procedure:

- each tenant being evicted will be named on the notice,
- if a tenant is absent or evading notice, the notice can be given by :
 - handing it to any apparently adult person at the unit,
 - posting it in a conspicuous place on some part of the unit (for example, taping it to the door), or
 - sending it by registered mail to the person at the unit.

9.4 Errors or Omissions in Procedures or Notices

A minor error or omission in any action taken or notice given will not affect any decision made by the HMC and/or tenants. A tenant can accept any minor defect in MHI's procedures. The tenant can do this in writing, orally or by not objecting at the appropriate time.

Passed by the Multifaith Housing Initiative Board of Directors on the _____ day of _____
, 20

Secretary

Shedule A TENANCY AGREEMENT

This is a lease between you, the tenant(s)

and Multifaith Housing Initiative.

If there is more than one tenant, each of you is fully responsible for all the conditions of the lease. For example, if one of you does not pay his or her share of the rent, the other(s) must make up the difference.

MHI is renting to you, for residential purposes only, the premises at

Ottawa, Ontario

Unit _____
Postal Code: _____

- | | |
|---|---|
| <ul style="list-style-type: none"><input type="radio"/> Market Rent Unit<input type="radio"/> This unit is a "Below Market Rent" unit. | <ul style="list-style-type: none"><input type="radio"/> Rent Supplement subsidized by the City of Ottawa<input type="radio"/> You have a subsidy paid by MHI |
|---|---|

These utilities and fees are included in your rent:

- Heat
- Hydro
- Water
- Hot water tank rental
- Condominium Fees (Somerset Gardens)
- Tenant Insurance

These items are included with your unit:

- Refrigerator
- Stove
- Washer
- Dryer
- Dishwasher

The lease begins on _____ and ends on _____

Average Market Rent for this unit: \$ _____ I will pay my rent using:
Monthly Subsidy for this unit: \$ _____ automatic withdrawal
cheque
Monthly rent: \$ _____ money order
personal deposit
Direct payment (OW / ODSP)

Last month's rent:

A deposit of last month's rent is required in the amount of: \$ _____

Last month's rent was paid on _____ by: _____

Last month's rent must be paid before the tenant moves into the unit.

Last month's rent not required. Guaranteed by : Rent Supplement / OW / ODSP

Other Charges:

1. Rent is due on the first day of the month.
2. Tenants must pay a \$25.00 late fee if their rent is not received on the first day of every month.
3. Tenants must pay a key deposit.
4. Tenants must pay a \$20 NSF fee if their automatic withdrawal or cheque is returned marked Insufficient Funds, or dishonoured.

Only the following occupants may live in the unit in addition to the tenants listed on the lease:

1. _____
2. _____
3. _____
4. _____

You agree that any amendment to the list of occupants must have our written consent. If all of the tenants listed on the lease vacate, the occupants listed above also must leave and will not occupy the unit as tenants.

Keys:

I have received the following FOBS/ Keys (please list number of keys issued):

FOBS: _____ Exterior Door Keys: _____ Interior Door Keys: _____
Mailbox Key: _____ Laundry Room Key: _____ Other Keys: _____

Please note the tenant is required to pay for any lost keys that need replacement. If the tenant is locked out of their unit and requires their locks to be changed, they will be responsible for this charge.

Household Insurance: _____
Company Name

Policy Number

I agree to purchase tenant insurance and release information to MHI on or before _____

Tenant Information:

Languages Spoken

home phone no.

cell phone no.

work phone no.

E-mail

MHI gives you the right to occupy a unit. The main terms of your occupancy rights and obligations are contained in the Tenancy policy. The remaining MHI policies also contain rights and obligations of tenants. You agree to obey all MHI policies and decisions made by the HMC and MHI tenants.

By signing this Tenancy Agreement you are acknowledging receiving a copy of the Tenancy policy and are accepting the Terms and Conditions in the Tenancy policy and of the Tenancy Agreement. You are entitled to ask any questions and have them answered. You are responsible for reading and understanding this agreement.

In the event that this unit is a condominium, you agree also to abide by the regulations and amendments established by C.C.C. # _____ and acknowledge receipt of a copy of these.

I / We read and understand this agreement.

For MHI

date

Tenant

date

Tenant

date

Tenant

date

We will deliver notices to you by mail, directly to you at the unit by hand or by slipping the notice under your door.

Any notice which you must give to us in writing or to contact Multifaith Housing Initiative (MHI) :
404 McArthur Avenue, Suite 209
Ottawa, ON K1K 1G8
Phone: 613-686-1825
E-mail: mhi.housing.manager@gmail.com

CONDITIONS

1. MOVING IN:

- a) If we are unable to provide the unit for any reason beyond our direct control, MHI will not be held liable. However, if this situation lasts for six or more days beyond the date of possession, you may cancel this lease by giving written notice to the property manager and your deposit will be returned.

2. CONDITION OF THE UNIT:

- a) Your property manager will conduct a pre-move inspection of your apartment. The report will be used to assess any damages when you move out.
- b) You are responsible for reporting any concerns to the property manager within seven days of receiving the keys.
- c) You may not put a TV satellite dish on any part of the building.

I have read and understand that I am responsible to maintain my apartment: _____

3. RENT:

- a) You are responsible for paying your rent each month on or before the first day of every month. You can be evicted according to the provisions of the Residential Tenancies Act for not paying your rent or for persistent late payments.
- b) MHI is responsible for receiving your rent when it is due and providing you with a receipt if you require it.
- c) If for any reason you anticipate that you will not be able to pay your rent on time, please inform the office in writing before the first day of the month that the rent is due.
- d) You may pay your rent by cheque, money order, or automatic withdrawal, OW or ODSP direct payment (*see arrears policy for details*).
- e) MHI prefers automatic withdrawal. You must notify MHI 5 days before the end of the month if you do not wish your rent to be paid by automatic withdrawal that month.
- f) If your cheque is returned by the bank or the automatic withdrawal transaction is unsuccessful or you have been served a notice of termination for non-payment, you may be required to pay your rent with a certified cheque, cash or money order, and pay any bank charges. If a cheque or pre-authorized payment is not honoured, you must pay MHI a service charge of \$20.
- g) If your rent is subsidized please see the Terms of Rent Subsidy, Appendix A of the Tenancy policy for details.

- h) MHI may obtain a credit report at any time during the term of this tenancy agreement or any renewal of it.
- i) MHI may provide information obtained from the Ontario Landlord and Tenant Board or divisional court against you for payment of rent arrears to any agency administering social housing waiting lists in accordance with the *Housing Services Act*.
- j) You are responsible for all charges for telephone and other utilities not provided by MHI. If you default in paying any public utility, and MHI is compelled to pay it for you, MHI will collect the amount from you as arrears in rent.

I have read and understand that I am responsible to pay my rent on the 1st day of every month: ____

4. KEYS

- a) Upon signing your lease, adults listed on the lease (up to two) will receive FOBS and keys for the front and back doors if applicable for your building.
- b) Tenants are responsible for the cost of any additional keys.
- c) Tenants are responsible to pay for any lost keys.
- d) If the locks need to be changed due to loss of keys, the tenants will be held financially responsible.
- e) Any other keys you may be entitled to --e.g. one for a laundry room facilities and one for a mailbox will also be issued at the signing of your lease.

I have read and understood my responsibilities for key administration and agree to the terms: __

5. COMFORT:

- a) If a tenant is interfering with your peaceful enjoyment of your home, speak to them about it in a reasonable way. If you are unable to resolve the problem, call your tenant relations volunteer and he/she will assist you in making a written complaint to MHI. MHI will then be able to address the problem.
- b) You and your guests must treat other tenants respectfully and you, your guests and any pets may not interfere with their enjoyment of the common areas.
- c) You must stop any unreasonable noise or disturbance if asked to do so by other tenants. You are responsible for ensuring that your guests do the same.
- d) You must comply with any rules set to govern the building by any association created by the majority of the residents in the building regarding the use of the common spaces.

- e) If MHI undertakes repairs or renovations to your unit or to the building, MHI is not liable to you for any claim that we are disturbing your reasonable enjoyment of the premises or withholding or discontinuing any vital service so long as the work is done in a timely manner.

I have read and understood the responsibilities in allowing for the reasonable enjoyment for all tenants and agree to the terms: _____

6. HEALTH AND SAFETY

- a) You may not do anything on the property which could be a fire, health or safety risk in or around the property. This includes storing dangerous or inflammable materials (as defined by the law or an expert determined by MHI) in your unit, in the building or anywhere on the grounds of the building.
- b) You may not disconnect or tamper with any safety or smoke detection equipment or fire alarm system on the property. You are responsible for testing your smoke detector from time to time and for letting MHI know if it is not working.
- c) Safety and security is everyone's responsibility. Do not allow people into the building that you do not know and report any concerns about strangers loitering in the building or nearby to the building superintendent.

I have read and understood the Tenants Fire Alarm Responsibilities and agree to the terms: _____

7. SMOKE FREE POLICY

Multifaith Housing Initiative is a smoke free environment for the benefit of the health of all tenants.

I have read and understood the the Smoke Free Policy and agree to the terms: _____

8. CARE and MAINTENANCE OF YOUR UNIT

- a) You are responsible for keeping your unit reasonably clean. If you do not, MHI may ask you to clean the unit and may inspect to see that it is done.
- b) You may not paint your unit unless you get written MHI approval and use MHI approved paint colours. You may not use wall paper. You may use small nails and nail hooks and install curtain rods as needed.
- c) You may not use stickers on the walls or mutilate the walls, floors or ceilings in any way. Hang only proper curtains or drapes on the windows. You may not hang anything from windows or balconies or place anything on window or balcony ledges. Balconies may not be used for cooking, barbecuing or storage.
- d) You may use only paste or liquid wax on the floors. If you use acrylic wax, this may be removed at your expense.

- e) Washers and dryers are not permitted in units where they are not provided. MHI is not responsible for any damage that occurs to your belongings through your use of the washers and dryers provided either in your unit or in the basement.
- f) You must get permission from the MHI property manager before making any changes or additions to the unit including but not exclusive to adding wire for additional TV or telephone outlets or bringing in any appliance including an air conditioner. Where your rent includes your hydro, you may not use an air conditioner without negotiating an additional monthly fee with MHI. You must also follow the conditions we set regarding these changes or additions.
- g) MHI is responsible for keeping the property in a good state of repair and up to standards required by law. MHI will repair any damage to the electrical, heating and mechanical systems as soon as possible after being informed of the damage.
- h) You are responsible for replacing light bulbs and fuses in your unit.
- i) You are responsible for informing your superintendent or property manager immediately of any damage or situation which might cause damage. If you neglect to report a situation in your unit that is causing damage, you will be responsible for the extra damages caused by this neglect.
- j) You are responsible for paying for any damages beyond normal wear and tear caused by you, your pets or your guests—for example, plugged toilets and drains, water left running, smoke damage from cooking, burns to counter tops, broken windows, damage to the building caused by bringing in or removing furniture.
- k) You are responsible for paying for damages caused by frozen or burst water pipes where you have left a door or window open or have set the thermostat too low.
- l) If there is damage to the unit or this building so that it is not fit to live in, then this agreement will end and you must move out until the damage is repaired. MHI is not responsible for obtaining temporary housing for you. Your insurance policy will cover some of the cost for obtaining this.

9. USE OF COMMON SPACES

- a) All tenants are responsible for keeping common spaces such as laundry rooms, stairwells, entrances, hallways, garden areas, walks and parking lots clean and tidy. Do not leave garbage or personal items in these spaces.
- b) No pet is permitted in the common areas unless it is on a leash and accompanied by a person.
- c) Children may not play in the hallways or stairwells. You are responsible to ensure that they treat the property respectfully and do not interfere with other tenants' enjoyment of these spaces.

- d) You may not touch or adjust any light fixtures, heating units or any other elements which service the building. If there is a problem please call the superintendent.
- e) You must have permission from the superintendent to put up any sign, notice or advertisement anywhere in the building or on the property.

10. GARBAGE

- a) Wrap your garbage securely and place in the garbage bins or at the curb for pick up on the appropriate day. Do not place bottles or pressurized cans in the garbage.
- b) Place recyclable garbage in the containers provided.
- c) If you have to dispose of large items, please consult with the superintendent about how to take care of this.

11. ENTRY TO YOUR UNIT

Please see Tenancy policy for details.

12. MOVING OUT

- a) If you wish to terminate the fixed-term lease, you must give written notice at least 60 days before the last day of your rightful occupancy. *Please see Tenancy policy for further details.*

14. NON-DISCRIMINATION FOR TENANTS AND STAFF

- a) It is the policy of MHI to recognize the dignity and worth of every person and to provide equal rights and services without discrimination and harassment on grounds prohibited under the Ontario Human Rights Code.
- b) It is the policy of MHI to require tenants to respect the safety, privacy and peaceful enjoyment of common areas by all tenants, and to respect the religious faiths, sex, ethnic origins, sexual preferences, physical limitations and First Nations status of other tenants and MHI staff and volunteers. Violation of this policy may constitute grounds for termination of the tenancy contract within the statutory notice requirements in effect at the time.
- c) Harassment of staff, other tenants, neighbours and MHI volunteers of any kind will be subject to termination of the tenancy contract within the statutory notice requirements in effect at the time.

(Revised June 27, 2014)

Schedule B
Long-Term Guest Agreement

Please print or type. Add additional pages if necessary.

List each Tenant in
the Tenant Unit:

1.
2.
3.

Long-Term Guest:

--

Address of
Tenant Unit:

Unit # & Street:
City:

1. MHI agrees that the long-term guest can live in the tenant's unit as a part of the tenant's household.
2. The tenant is still responsible to MHI for all housing charges and all the tenant's obligations to MHI.
3. The long-term guest agrees not to break any of the terms of the tenant's Tenancy policy or any MHI policies
4. The long-term guest acknowledges that MHI only allows tenants and their households to occupy MHI units. The long-term guest agrees to leave the tenant's unit if the tenant or MHI requests it. The long-term guest will be entitled to written notice to leave the unit.
5. The long-term guest must immediately leave the unit when the tenant's occupancy rights end.
6. The long-term guest agrees that MHI, through its employees or agents, can receive credit information from any credit agency or other source.

Signature of the
Long-Term Guest:

	Date:
--	-------

Signature for
MHI:

MHI:	
by:	Date:

Schedule C
Performance Agreement

B E T W E E N:

Multifaith Housing Initiative
- and -
Tenant

name IS A TENANT OF MULTIFAITH HOUSING INITIATIVE OCCUPYING **Unit**
address

THE TENANT IS CURRENTLY IN ARREARS OF RENT, AND ANY OTHER MONIES OWING TO THE LANDLORD, IN THE AMOUNT OF _____ AS OF **date.**

1. The parties have entered into this Agreement in order to bring the outstanding arrears of the Tenants up to date.
2. The Tenants agree to pay all the above-mentioned arrears (and any late payment charges and/or interest that may accrue respecting arrears) in the following manner:

\$58.00 on or before February 1, 2014 and,
\$50.00 per month on or before the 1st day of the each month thereafter until the arrears are paid in full.

Lump sum payments made at any time will be accepted to reduce the amount owing.

3. In addition to paying the arrears the tenant agrees to pay their rent on time and in full as set out in the lease, beginning February 1, 2014.
4. The tenants understand that failure to meet the terms of this agreement may result in further action being taken including an eviction process.
5. The Tenants acknowledge that they fully understand the terms of this Agreement and enter into the Agreement voluntarily.
6. The tenant understands that any default in payment, the entire remaining amount becomes due immediately.

Signature(s) of
Tenant(s):

Tenant 1: Date:

Tenant 2: Date:

Tenant 3: Date:

Tenant 4: Date:

Signature for
MHI:

	MHI
--	-----

by:	Date:
-----	-------

Appendix A
Terms of the Tenant's Rent and Rent Subsidy

MHI is composed of units with households paying market rent, receiving an internal subsidy or receiving assistance from government programs.

1. Determining Rent

- (a) MHI decides on the housing rent as stated in the Tenancy Policy. MHI will reduce the tenant's rent by the amount of the subsidy that the tenant is entitled to. MHI may use the CHMC Market Rent Report to determine the market rent.
- (b) Internal Subsidies prior to January 2014
Households that are receiving internal subsidies and currently paying less than 30% of their monthly rent shall be increased annually by 5% until such time as their monthly rent reaches 30% of their monthly income.
- (c) Tenants Receiving internal subsidies starting January 2014
That all internal rent are calculated are for 80% of AMR for the area in our current three individual projects, Blake, Kent House, and Somerset Gardens, to the extent that it has no negative impact on our charitable tax status, or MHI's ability to gain property tax exemption on the units. All new buildings will be evaluated independently on what model is best suited for their purposes.

2. Income Verification

Once a year the tenant will have to update the record of all persons in the tenant's household and their incomes. The tenant will have to give proof of current household income and the income for the previous year.

- (a) Proof of current household income can include:
 - Cheques stubs for most recent, consecutive 8 week period,
 - Letter from employer stating gross monthly income,
 - Social assistance statement, and drug card,
 - Pension or disability cheque stub,
- (b) Proof of previous year income can include Income Tax Assessment.
- (c) The tenant must include the income of any casual or long-term guests if the HMC asks for it.

3. The tenant must report the following changes to MHI within 30 days after they happen:
 - (a) an increase of more than **\$50** per month in the tenant's adjusted household income
 - (b) an increase in the tenant's shelter or housing cost allowance if the tenant receives Social Assistance, or
 - (c) a change in the source of the tenant's income from Social Assistance to employment income.
4. MHI will investigate the tenant's financial situation when it decides on the tenant's subsidy. The tenant must give MHI any information it needs for this investigation. This includes the tenant's household income, size or any other relevant information. The tenant must make sure that all persons in the tenant's household also give all necessary information to MHI.
5. The tenant agrees that MHI can receive, through its employees or agents, credit information from any credit agency or other source. The tenant must have all persons in the tenant's household sign an authorization for a credit check.
6. The HMC can end the tenant's right to a subsidy if the tenant or anyone in the tenant's household does not give any information that MHI asks for.
7. All personal information that MHI receives during its investigation must and will be kept confidential.
8. The tenant's subsidy ends when the tenant has not occupied a unit in MHI for more than **4** weeks. This applies whether or not the absence is permitted under this Policy. If the tenant does not occupy a unit for a longer period, the tenant can apply to have the subsidy resumed when the tenant returns.
9. The tenant must pay back all or part of the tenant's subsidy if the tenant
 - gives false information about household income
 - fails to report an increase in household income, or
 - receives a larger subsidy than the tenant is entitled to.

The tenant will also have to pay interest on the subsidy paid back. The interest will be calculated from the date on which the tenant received the subsidy. The tenant is still

responsible for paying back this subsidy even after the tenant's occupancy or MHI tenancy ends.

By signing this Appendix, the tenant agrees that the Tenancy policy, and the terms of the Rent Subsidy above, apply to the tenant.

Signature(s) of
Tenant(s):

Tenant 1:	Date:
Tenant 2:	Date:
Tenant 3:	Date:
Tenant 4:	Date: