



# Tenancy Agreement

This Tenancy Agreement agreement has been signed as of

This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

between

**JOYCE SCOTT NON-PROFIT HOMES INC. in Milton, Ontario**  
**Which is the parent company of Independent Living Halton**  
(Hereinafter referred to as "The Landlord")

and

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(Hereinafter referred to as "The Tenant")

## 1. Introduction

- (a) We, the Landlord, are the owners and operators of **Deborah's Home**, which is located at **296 Ontario Street**, in the Town of Milton, in the Region of Halton (the building). In the Tenancy Agreement words like "we", "us", "our", and/or the "Landlord" shall mean *Joyce Scott Non-Profit Homes Inc o/a Deborah's Home* and words like "you", "your", "tenant" and/or the "Resident" shall mean all of the people who have signed this Tenancy Agreement as Residents, and all other individuals who we have agreed, in writing, may occupy a Unit as a "Resident".
- (b) We operate the Building in order to provide accommodation in conjunction with a program of attendant services, on a "not for profit" basis, in accordance with the guidelines and requirements of the Government of Ontario. It is our hope to serve adults with *physical disabilities requiring 24-hour attendant services*, who want the sort of services we offer. Our residents want to live in a safe and peaceful environment, so that they can enjoy a good quality of life. You understand that all residents have received the Information Package and that all of your neighbours in Deborah's Home will rely upon you to respect our beliefs, even though you do not have to share our beliefs. You have confirmed to us that you understand this and that you shall co-operate with us in operating Deborah's Home for the general good of all residents to promote the aims of our organization ( and its affiliates ) for the benefit of our community.

## 2. Procedures

(a) Before you move into the Building, you will have followed the procedures described below :

(i) you have read our Information Package.

(ii) you have completed and submitted the Application Form

(iii) you have signed this Tenancy Agreement

You understand and agree that we have relied upon you to follow the admission procedures described above and you understand that we are relying upon the accuracy of all the information provided by you. You have also agreed to obey the house rules and policies which form part of the Information Package, a copy of which is attached to this Tenancy Agreement as Schedule 1, as we may change or add to them from time to time.

(b) As part of the admission process, but after you have signed this Tenancy Agreement, you will be offered occupancy as tenant in a Unit for a specified period. However, you understand that the success of Deborah's Home and our ability to provide services to you and the other residents is based upon a spirit of co-operation and compatibility between the residents, so that the acceptance of you as a resident by the other residents of the Building is a crucial factor in allowing you to become a resident. Therefore, you agree to sign a separate agreement to terminate your Tenancy Agreement on \_\_\_\_\_, after you have signed this Agreement. If you and we agree that your occupancy at the Unit is successful and is for the mutual benefit of you and the other residents, then you may stay if you comply with your other obligations as a resident. However, you understand and agree that unless we give you written notice that we agree that your occupancy should be continued after the termination date stipulated in the agreement to terminate, then you must leave the building on or before that date. You understand and agree that we are not responsible for any losses you suffer or any of your expenses, including the cost of moving and/or finding a new place to live, when you have to leave.

## 3. Intent

(a) We hope that the Building will be a community in which all the residents live in a co-operative and harmonious environment. We hope to create a safe atmosphere for you to receive the Attendant services we offer. However, we cannot do this without your co-operation and the co-operation of the other residents of the Building. You agree to act in a reasonable way and respect the needs of other residents, to minimize the disruption to the other residents. We agree to act in a reasonable way, as a good landlord, subject to the terms of Tenancy Agreement and the relevant law.

(b) In this Tenancy Agreement we have tried to describe what you are expected do as a resident and what we must do as your landlord. Much of what you need to know about living at the Building is set out in this Tenancy

Agreement. However, this Agreement is not meant to be the only document that governs our relationship. *The Residential Tenancies Act and the Portfolio Operating Agreement (Ministry of Municipal Affairs and Housing)* also applies to this Tenancy Agreement and to our dealings with you. There is a copy of the *Residential Tenancies Act* kept at the Building for you to use.

#### **4. Your Unit**

- (a) You, as the resident, agree to rent room number 1 at the Building (the Unit) and we, as the Landlord, lease the Unit to you as, the resident, on the Terms of this Tenancy Agreement.
- (b) Your rent includes exclusive use of your room (the Unit) as well as shared access by all residents and staff to the common areas of the home including the grounds, the hallways, the washrooms, the entries, the living room, the dining room, the kitchen, the laundry and those portions of the basement which may be designated from time to time. Your rent also includes access to the equipment and furnishings provided in the home by the Landlord on terms and conditions set out by the Landlord from time to time. The rent does not include specific use of a designated parking space. No boat, or trailer may be stored on the premises.
- (c) We will supply Hydro, hot water, and heat for the Unit and all of these will be included in the rent that is paid each month. Although you can arrange for cable television or telephone service to the Unit, the cost of these services is not included in the rent. If you want to have these services available to you at any time, then you will have to pay for these services directly to the supplier of the service and pay us any expenses that we must pay for as a result of your receiving these services.
- (d) As long as you are living in the Unit, you may also use the laundry room and the common areas and all parts of Deborah's Home that are meant by us to be shared by everyone living there. You agree to follow any rules that we may believe are appropriate to establish so that everyone will be able to enjoy Deborah's Home, including the laundry and common areas, as these rules may be changed by us from time to time

#### **5. Term**

- (a) This lease runs month to month commencing on the first day of the month and continuing monthly during the resident's occupancy.

## 6. Rent Payable

- (a) On the first day of each calendar month, you agree to pay to us a monthly rent which is related to and calculated based on your income, which will be paid in cash or by cheque to Joyce Scott Non-Profit Homes Inc. at 296 Ontario St, Milton, Ontario, without any reduction or any deduction by you for any reason. If you move in before the first day this Tenancy Agreement is supposed to be effective, you will also pay a “pro rated” rent for the day you move into the day this Tenancy Agreement is to start.
- If you are late in paying your rent, we may deliver a Notice of Termination to you, which may result in the termination of the Tenancy Agreement and you being evicted in the way we are allowed to under the provisions of the *Residential Tenancies Act*. As of the Date of this Tenancy Agreement, you agree that you must pay us the amount of \$\_\_\_\_\_ each month. However, you agree that the amount of rent you have to pay to us may change, from time to time, so that it is increased or decreased in accordance with the Tenancy Agreement and also in accordance with the Funding Rules established by the Government of Ontario. The rent will change if your income changes, so that your rent may be increased up to the maximum market rent.
- b) You agree to submit to Deborah’s Home annually by the first day of month, in each year a statement signed by you, in such form as we may prescribe together with supporting material as we may require, setting out the details of your gross family income together with the details of all the persons living in the leased premises.
- c) You agree to notify Deborah’s Home, in writing of any change in the gross family income, and any change in the number of persons living in the leased premises, in the month in which such changes occur and provide Deborah’s Home with the details of the said changes we may require in writing, on such form as we may prescribe.
- (d) We may have to change the method by which we calculate rent from time to time, if the Government of Ontario changes their requirements. If the method of calculating your rent is going to be changed, we will give you notice of change at least ninety (90) days before the change is effective. You will then have thirty (30) days to decide whether you want to end this Tenancy Agreement and move out of the Unit (after giving us proper notice of Termination) or pay the new rent and stay on. If you decide to continue to rent the unit, you must issue next month’s cheque to Joyce Scott Non-Profit Homes Inc. for the rent amount within (30) days’ notice of rent change.
- (e) Rooms come unfurnished.
- (f) Groceries per month are \$225.00, payable on the first day of each month.

## 7. Attendant Services

- (a) You agree that the secondary reason for your occupancy of the Unit is that you need the Attendant Services we have to offer. The Attendant services we have agreed to offer, and you have agreed to accept in accordance with this tenancy Agreement and the Attendant Services Agreement for as long as you live in the Unit are generally described as follows:
- (i) Personal Assistance,
  - (ii) Ventilation and Tracheostomy Assistance,
  - (iii) Lifestyle Assistance, and
  - (iv) Assistance with Specialized Equipment

The manner and quantity of assistance in which these Services are provided to you is described in the Attendants Services Agreement and any subsequent revisions. The Services are the essence of our care program. Therefore, you agree that you will faithfully participate in the execution of the Service Agreement, including our rules, as our care program may be modified, expanded and/or reduced from time to time. If you decide that you do not want to continue to accept all or a portion of the Services available at the Building, you agree to give us written notice of this at least **30 days** before the date you want the Services to stop being provided. You agree that from and after that date we have no further responsibility or liability to provide any care services to you.

## 8. Tenants Obligations

- (a) The resident agrees to use and occupy the Unit only as a private residence and the resident will not allow any other person to occupy the Unit without the written consent of the Landlord.
- (b) Proof of Tenant Insurance is required.
- (c) Room must be kept clean at all times.
- (d) Successful Police background check is required by all tenants.

## 9. Right of Entry

- (a) The resident agrees to permit the Landlord and persons having authority from the Landlord to enter the Unit for the purpose of inspecting the condition and of doing any work which the Landlord considers appropriate, such entry may occur only daylight hours, at a time specified in a notice of entry delivered to the Tenant at least twenty-four hours prior to the time of entry specified in such notice.
- (b) The Resident agrees to permit the Landlord or staff to enter the Unit for the purposes of regular housekeeping.
- (c) The Resident agrees to permit the Landlord or staff to provide Attendant Services in accordance with the "Attendant Services Agreement".

- (d) In cases where the Landlord has reason(s) to suspect that an emergency exists and intervention should be immediate, the Landlord of the Program Manager (or person(s) designated by the Manager) may immediately enter the Unit without notice.
- (e) The Resident agrees that, after notice of termination of the tenancy has been given, to permit the Landlord at all reasonable times, to show the Unit to any prospective tenant.

## **10. Quiet Enjoyment**

- (a) You can use the Unit only as your own Residence. It can't be used for business or for any other purpose that is not residential. You can't do anything illegal in the Unit or let anyone else do anything illegal there. You and your guests must always act in a responsible manner and the conduct of guests is your responsibility. You and your guests must not abuse alcohol and/or drugs or use or threaten violence against anyone.
- (b) Neither the resident nor the resident's guests shall do anything which will annoy, disturb or interfere in any way with the comfort, quiet enjoyment, lawful rights, privileges and interests of other tenants in the area.
- (c) If, for any reason, you or anyone that you have allowed in or invited to the Building damages, the Unit, the furnishings or any other part of the Building, we can require you to repair the damage or repair it ourselves and charge you for the cost of the repair. You will be responsible for all damage caused by you or any of your guests, including, for example, damage caused by reason of water left running from the taps.
- (d) Overnight guests are not permitted.
- (e) All guests must leave the premises by 8PM.

## **11. Landlord's Obligations**

- (a) The Landlord agrees to provide heat to the Unit, up to a responsible temperature in accordance with Municipal By-Laws where applicable. The Landlord will not be liable for a failure to comply with the foregoing obligations because of a breakdown of the heating system, the making of repairs to the heating system or any circumstances beyond the Landlord's control. The Landlord shall make all repairs with reasonable diligence.
- (b) The Landlord agrees to maintain the Unit and the entrances, hall and passageways giving access thereto in a good state of repair and fit for habitation during the tenancy and shall comply with health and safety standards including any housing standards required by law.

## **12. Alterations**

We agree that pictures and posters can be hung on the walls and decoration can be put around the Unit, so long as there is no damage to the Unit. If you want to decorate the Unit, paint it, or add shelves, you must ask us in writing, before beginning. We will decide whether we agree with what you want to do. You are allowed to perform the work only if we give you a letter approving the work. If you make any changes in the Unit that requires anything to be attached permanently to the walls, floors, or ceilings and whatever is attached can't be removed without damaging the Unit, the changes that have been made will have to stay when you leave and will become part of the Unit. However, you agree that you will restore the Unit to the condition it was in before you moved in if we ask you to, including removing all the changes and fixing any damage caused by that removal.

## **13. Notice of Repair**

You must notify us if your Unit needs general repairs or requires fumigation. You must also notify us immediately if there is any emergency repair required. If you tell us that your Unit needs to be repaired, you must let us in to see what is wrong and to make repairs. In any case, you will let us visit your Unit at least every 90 days to see if it is in good condition after we have given you proper notice. We are not responsible for fixing something if you have not given us written notice telling us that it needs to be repaired and there is a reasonable chance of fixing it.

## **14. Fire Safety**

You will practice basic fire safety procedures, that is, no smoking and not tampering with fire or electrical equipment, and you will obey the rules which we may establish from time to time. (See Schedule 1) You agree to not keep any flammable liquids or material in or adjacent to the building, except for small quantities necessary for household use which are kept under proper conditions. You will not do anything which may create a fire hazard and you will immediately report to us anything you believe is a fire hazard.

## **15. Termination**

- (a) You can end this Tenancy Agreement if we do not do everything that we are required to do under the law or if you decide that you want to move, however, before ending this Tenancy Agreement, you must give us written notice as least sixty (60) days notice prior to the date you will be leaving,

which must be the last day of a tenancy period, being the last day of the current month. This notice must be prepared and given to us in accordance with the *Landlord and Tenant Act*. Once you give us notice of termination, you must move out of the Unit on or before the termination date in the notice.

- (b) The *Residential Tenancies Act* gives us certain rights to terminate this Tenancy Agreement for reasons which are referred to in the *Residential Tenancies Act*. These rights will not be enforced until we have given you notice and a chance to correct the problem, as we are supposed to under the Act. You understand and agree that we can also terminate the Tenancy Agreement for any other reason allowed under any law, in the *Residential Tenancies Act*, even if you are a tenant in good standing. If we decide to terminate your Tenancy Agreement, we will only have to give you the basic notice to which you are legally entitled and, if you do not move out, we will have the right to get a court order evicting you as well as enforcing our other rights against you, despite anything else in this Tenancy Agreement.
- (c) This lease and the rent payable herein is based on information supplied by the Tenant concerning his/her circumstances, family composition and gross family income and if the Tenant furnishes any incorrect or misleading information as to the foregoing in the "Application for Rental Accommodation".  
"Application Form" or in any subsequent statement furnished by him/her pursuant to this Tenancy Agreement or any renewal hereof, in addition to any other remedies which the Landlord may exercise, including eviction, the rent shall be recalculated from the date of the change based on the corrected information, and readjusted accordingly. If such recalculation indicates that additional rent is owing, the Tenant shall, upon demand by the Landlord, fore with pay such additional rent.
- (d) Joyce Scott Non-Profit Homes Inc. may, at any time, upon (30) days written notice to the Tenant(s) for any reason, including but not limited to the failure of the Tenant to qualify for any governmental funding programs, or failure of the Government of Ontario to continue to provide funding to or on behalf of the resident, terminate this Tenancy Agreement.

## 16. Abandonment

- (a) Should the Resident fail to take possession or vacate without having given notice of termination to the Landlord in accordance to the Act, the Landlord may at any time thereafter without notice or demand, re-enter or re-let the Unit without prejudice to its right to claim damages against the Resident for unpaid rent or other losses or damage suffered by the Landlord.
- (b) The Resident will be deemed to have abandoned the Unit if substantially all of the Resident's possessions have been removed from the Unit and the Resident is in arrears of rent for the Unit.



## 17. Landlord Liability

- (a) It is understood that the Landlord is a “not for profit” organization which serves adults with a physical disability requiring 24 hour attendant services, so that the Resident agrees that the Landlord is not responsible or liable for the conduct or behaviour of the other residents and other individuals, provided that the Landlord acts in a reasonable way, having regard to the needs of all of the Residents.
- (b) It is understood that the Landlord shall not be liable to the Resident for any failure by other residents to observe the rule and regulation, or the terms of their tenancy agreement, or for any failure by the Landlord to enforce the same against other residents, members of their family, or their visitors, provided that the Landlord acts in a reasonable manner.
- (c) The Landlord shall not be held liable or responsible for any losses, claims, costs and/or damages arising from:
  - (i) any personal injuries or deaths that may be suffered or sustained by the Resident, members of his/her family, his/her. guests, or any other person who may be in the Unit or on the Premises, provided that such personal injury or death was not. caused by the negligence and/or intentional misconduct of the Landlord.
  - (ii) any loss, or damage to, or injury to any property, including vehicles and contents thereof belonging to the Resident or any other person, which such property is in the Unit or on the Premises, or for unauthorized use by other residents or and other person of parking spaces allotted to the Resident.
  - (iii) any damage to any property and/or personal discomfort or inconvenience caused by or attributable to any circumstances. or any reason, (including, without limitation, steam, water, rain or snow) which may leak into, issue or flow from any part. of the Unit or the Building premises and/or from the water, steam, sprinkler, or drainage pipes or plumbing works of the Premises or from any other places or quarter and/or the condition or arrangement of any electrical or other wiring and/or state of disrepair in the Premises provided that, in any such circumstances, the Landlord acts with reasonable diligence to repair the cause of such damage to any such. property and/or the cause of such personal discomfort and/or personal inconvenience; or
  - (iv) any damage caused by anything done or omitted to be done by any other residents or other persons in the Premises

## **18. Waiver**

It is understood that any waiver of failure to act by either the Landlord or the Resident upon any breach of the agreement or regulation shall not be considered to be a waiver of such agreement generally or of any subsequent breach of any agreement and that any such agreement by the Landlord will only be binding on the Landlord if it is in writing and signed by a staff person with such authority to sign and employed by the Landlord.

## **19. Notices**

Any notice required by this Tenancy Agreement is properly delivered if it is in writing and delivered to the Resident or appropriate Substitute Decision Maker or advocate who has been designated by the Resident to the Landlord for such purpose.

## **20. Schedule Amendment**

The Schedule and Forms appended to this Tenancy Agreement form part of the Tenancy Agreement and may be amended by the Landlord.

## **21. Rights And Obligations**

- (a) This Tenancy Agreement creates rights and obligations for you and us, which are binding upon, and which can be enforced and enjoyed by our successors, heirs, executors, administrators, and authorized assignees.
- (b) We may transfer our rights, obligations and the ownership of the building to whomever without asking for or receiving your permission. We may also transfer all of our obligations as a landlord, in whole or in part, to someone else without asking for or receiving your permission. We agree to give you written notice of any transfer and once we have given you that notice, the transfer will be binding upon you so that we don't have any responsibility for the rights and obligations we have transferred which are described in the notice.

## **22. Cancellation**

The Resident has five (5) days from the date of entering into this Tenancy Agreement to consult an advocate and cancel the Agreement in writing.



# Tenancy Agreement

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_  
and duplicate received.

\_\_\_\_\_  
*(Landlord)*

\_\_\_\_\_  
*(Tenant)*

\_\_\_\_\_  
*(Witness)*

## **Tenancy Agreement**

### **Schedule 1 - House Rules & Policies**

**To be determined by House Residents once there is full occupancy.**

### In this Tenancy Agreement:

“Income” means all income, benefits and gains, of every kind and from every source including, but not limited to the following:

- (a) gross salaries, wages, overtime payments, commissions, bonuses, tips and gratuities.
- (b) grants, scholarships or bursary payments.
- (c) the greater of the net income from the business or the total withdrawals from the business as personal salary or other benefits of anyone who is self-employed in a business.
- (d) the gross amount of unemployment benefits.
- (e) the gross amount of worker’s compensation payments or other industrial accident insurance payments made because of illness or disability.
- (f) the gross amount of any old age security, federal guaranteed income supplement and spouse’s allowance and financial assistance under the Ontario Guaranteed Annual Income System (GAINS).
- (g) the gross amount of every kind of pension, allowance, benefit and annuity whether from a federal, provincial or municipal government of Canada or any level of government of any other country or state or from any other source.
- (h) the gross amount of alimony, separation, maintenance or support payments.
- (i) the gross number of gains from investments including interest on dividends, stocks, shares and other securities and where the actual income can not be determined, an imputed rate of return set by the Landlord from time to time.
- (j) the gross interest income from savings or checking account in a bank, trust company, or credit union.
- (k) the gross amount of interest earned or payable from bonds, debentures, term deposits or investment, certificates, mortgages, capital gains or lump sum payments or other assets.
- (l) an imputed income equal to the total appraised value of all assets which do not produce interest income multiplied by a rate of return set by the Landlord from time to time.

“Gross family income” means the aggregate income of:

- (1) The Tenant.



# Tenancy Agreement

## Landlord & Tenant Act - Agreement to Terminate a Tenancy

**Joyce Scott Non-Profit Homes Inc., Landlord,**

and \_\_\_\_\_, tenant,  
(Tenant's name)

hereby agree to terminate the tenancy with respect to the premises:

**Unit No. \_\_\_\_\_**  
**296 Ontario St N**  
**Milton, ON L9T 2T9**

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

I, \_\_\_\_\_, tenant,  
(Tenant's Name)

understand that I must deliver up vacant possession and occupation of the premises on or before that date and this agreement may be enforced by a writ of possession (eviction order) if I fail to do so.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
*Signature of Landlord or Authorized Agent*

\_\_\_\_\_  
*Signature of Tenant*