

DRAFT 3 – All Sites (RTB Info)



ELDERLY PERSONS' HOUSING

Residential Tenancy Agreement

This form of Tenancy Agreement is prescribed under *The Residential Tenancies Act* (the Act) and applies to all residential tenancies in Manitoba. Two copies will be signed by both the landlord and tenant. One copy will be given to the tenant within 21 days after it is signed.

This Tenancy Agreement is made in duplicate between:

Southern Health-Santé Sud

180 Centenaire Drive
Southport MB R0H 1N1

T 204-428-2720 | F 204-428-2779 | Toll Free/Sans frais 1-800-742-6509

Herein referred to as the "landlord"

-and-

Herein after referred to as the tenant(s)

1. Rental Unit

The landlord agrees to rent to the tenant(s) the rental unit at the following location:

Suite No. _____

Date of occupancy: _____

Type of unit (including number of bedrooms): _____

2. Term of Tenancy

The tenancy is periodic, beginning on _____, 20____ and continuing from month to month (date)

3. Deposit Required (maximum amount for security deposit = 1/2 of Rent Payable)

The landlord acknowledges receipt from the tenant(s) of a security deposit of \$ _____ on _____, 20_____.

4. Rent

The rent is payable on or before the 1st day of each month. Unless otherwise agreed upon, the tenant shall ensure that the payment for rent is delivered to the address provided by the landlord.

The tenant(s) must pay the rent on time. If the rent is not paid on time, the landlord may charge a late payment fee of \$10.00 for the first day the payment is due and \$2.00 a day after that until the payment is paid in full (Maximum late payment fee - \$100.00). The landlord may decrease the discount. The landlord may also give the tenant(s) Notice of Termination for Non-Payment of Rent.

The tenant(s) agrees to pay rent to the landlord in the following amount:

Basic Rent	\$
Parking for 1 parking space	\$
Hydro	\$
Other: (specify)	\$
Rent Payable	\$
Less ** Rent discount (if any) see below	\$
Actual Amount Tenant must Pay	\$

The landlord plans to increase the rent by the annual rent increase guideline on _____. The landlord must provide the tenant(s) with a Notice of Rent Increase at least 3 months before the rent is increased.

**** Rent Discount** (complete this section if there is a rent discount)

A landlord is not required to offer a rent discount, but if a discount is given, it must be set out in writing. Reducing or removing a rent discount is not considered a rent increase under *The Residential Tenancies Act*. However, an unconditional discount cannot be reduced or removed unless the tenant receives written notice of at least 3 months. If a discount is subject to a condition, e.g. paying the rent on time, the landlord can withdraw it without notice if the tenant does not meet the condition.

The landlord is offering a rent discount of \$ _____ subject to the following conditions:

- *Rent must be paid on time.
- *No smoking.
- *No pets.

- Discount is the same as last year's or increased by \$_____.
- Discount is reduced by \$_____.
- Discount is removed.
- The proposed Rent Payable is subject to an application to the Residential Tenancies Branch for an above-guideline rent increase. The discount may be reduced or removed depending on the final decision on the landlord's application. In any event, the Actual Amount Tenant Must Pay will not exceed \$_____.

5. Services and Facilities

The tenant(s) agrees to pay for the following services and facilities: including but not limited to:
 Telephone, Cable, Tenant Insurance, Personal Care Call System, Parking
 In-suite Hydro (applicable to Rotary Park Housing and Boyne Towers units only)

The landlord agrees to provide the following utilities:
 Heat, water and use of a washer and dryer

The landlord must not reduce or withdraw a service that is included in the rent, unless the landlord applies to the Residential Tenancies Branch for approval.

6. Occupants of Rental Unit

Only the following person(s) may occupy the rental unit:

The landlord must be notified prior to any change in occupancy i.e. marriage.

7. Use of Rental Unit for Residential Purposes Only

The tenant(s) agrees to use the rental unit and residential complex for residential purposes only and does not carry on, or permit to be carried on, any trade or business in the rental unit without the written consent of the landlord.

8. Furniture provided

Fridge and stove

9. Rental Unit Inspection

Rental unit inspection is conducted upon occupancy, periodically as determined by the landlord and upon termination. A minimum of 24 hours' notice is provided.

10. No smoking permitted

Smoking shall include of any lighted cigarette, cigar, pipe, other product such as vaping or any product containing any amount of tobacco, or other similar lighted product. No tenant shall smoke, nor permit anyone to smoke, in the tenant's apartment.

Smoking shall be prohibited throughout the entire complex, including but not limited to, hallways, stairways, foyers, common rooms, patios and facilities. Smoking is only permitted in designated smoking areas which must be a minimum distance of 3 metres (10 feet) from any entrance, window or air intake.

11. No pets

Tenants are not allowed to have pets.

12. Obligations under the Act

The landlord and tenant(s) will comply with all obligations imposed on them by the Act.

13. Ending the Tenancy

The landlord or the tenant(s) may terminate this agreement in the manner and under the circumstances described in the Act. The tenant(s) must provide a minimum of 1 month notice to end tenancy.

14. Additional Rules and Conditions

The landlord and tenant agree to comply with any additional rules and conditions that are attached to this tenancy agreement. To be enforceable, rules and any amendments must be given to the tenant in writing and be reasonable in all circumstances. Any additional rule or condition that is inconsistent with the Act cannot be enforced.

15. Signatures

Do not sign this agreement unless you understand and agree with everything in it.

Date	Print name of landlord (On behalf of Southern Health-Santé Sud)	Signature of landlord
Date	Print name of tenant	Signature of tenant
Date	Print name of tenant	Signature of tenant

Notes:

Any changes or additions to this tenancy agreement are agreed to in writing and initialed by both the landlord and the tenant(s).

Resolving Disputes

If there are problems or disagreements, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancies Branch for information about their rights and responsibilities or dispute resolution.

Note to Tenant:

As a renter in Manitoba, you may be eligible for Rent Assist. Contact Provincial Services at 204-945-2197, toll-free at 1-877-587-6224 or email at provsvic@gov.mb.ca for more information.

If this notice is not completed and given to the tenant as required by *The Residential Tenancies Act*, any increase in rent may be void.

The Residential Tenancies Act – The following information is intended as a brief explanation.

Please refer to the Act for the actual provisions.

<p>Deposits</p> <ul style="list-style-type: none"> ○ A landlord may collect a security deposit (maximum = 1/2 month's rent payable). ○ A landlord who allows a tenant to have a pet may also collect a pet damage deposit (maximum = 1 month's rent payable). ○ For rental units in subsidized housing, the amount of the deposit cannot be more than the allowed amount payable before the reduction on account of the subsidy. ○ The landlord is entitled to hold the deposit for the length of the tenancy. ○ The tenant is entitled to interest on the deposit from the date the deposit is paid to the date it is paid back, or ordered to be paid back. ○ The deposit can only be used for the last month's rent with the consent of the landlord. 	<p>Rent Increases</p> <ul style="list-style-type: none"> ○ In most cases, a landlord can legally increase the rent only once every 12 months. ○ A landlord must give a tenant three months' written notice of a rent increase. ○ Each year, the government sets a limit on the amount that rents can be increased. This limit is called a rent increase guideline. The guideline applies to most rental units. ○ Tenants have the right to object to any rent increase, whether the increase is above, below or equal to the guideline. ○ Landlords who want to increase the rent by more than the guideline must receive approval from the Residential Tenancies Branch.
<p>Landlord Responsibilities</p> <ul style="list-style-type: none"> ○ Provide a written receipt when rent is paid in cash (automatic debit or pre-authorized remittance are considered cash payments); ○ Maintain the appearance of the rental unit in proper condition considering the length of time of the tenancy; ○ Do repairs and keep the unit in good condition; ○ Pay utility bills for essential services that are included in the rent (e.g. heat, gas, electricity, hot and cold water) so that service is not disconnected for non-payment; ○ Do not interfere with the supply of essential services; ○ Allow a tenant to enjoy the use of the rental unit and the residential complex for residential purposes; ○ Investigate complaints of disturbance or endangering of safety as soon as possible and try to resolve the problem; ○ Provide and maintain sufficient doors and locks to make a rental unit reasonably secure. 	<p>Right of Entry</p> <ul style="list-style-type: none"> ○ A landlord usually needs to give a tenant written notice before they go into a suite. ○ The landlord must give the tenant at least 24 hours, but not more than two weeks' notice. ○ If there is a good reason that the landlord should not enter as shown in the notice, the tenant should let the landlord know. But, the tenant must allow the landlord to go in on another day or time. ○ A landlord may enter, after giving proper notice, to carry out responsibilities like repairs. ○ A landlord may enter without notice if there is an emergency or to show the premises to potential renters after a tenant has given or been given notice to move out. ○ A landlord or tenant must not change the lock to a rental unit without the other's consent.
<p>Tenant Responsibilities</p> <ul style="list-style-type: none"> ○ Pay the rent on time; ○ Keep the rental unit and the residential complex clean; ○ Take reasonable care not to damage the rental unit and the residential complex; * ○ Do not disturb others in the residential complex or neighbouring property; * ○ Do not endanger the safety of others in the building; * ○ Make sure that the people invited into the rental unit or residential complex do not cause damage or disturb or endanger the safety of others; * ○ Obey the landlord's reasonable rules and regulations; ○ Notify the landlord of necessary repairs. <p>* including as a result of engaging in unlawful activity in the residential complex.</p>	<p>Ending the Tenancy</p> <p>Tenants</p> <ul style="list-style-type: none"> ○ To end a month-to-month tenancy, notice must be given on or before the last day of a rental payment period to take effect on the last day of the next period. ○ A fixed-term agreement (e.g. one year lease) cannot usually be terminated during the term; there are some exceptions – contact the Branch for information. <p>Landlords</p> <ul style="list-style-type: none"> ○ Landlords may only terminate tenancies for cause (e.g. non-payment of rent, nuisance or damage) or if they require the rental unit for their own use or for renovations or demolition. ○ The length of notice required varies – contact the Branch for information.