



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

Between:

**MANITOULIN-SUDBURY DISTRICT
 SOCIAL SERVICES ADMINISTRATION BOARD**

(The "Landlord")

- And -

-

(The "Tenant")

- Defined Terms** 1. The definitions set out in Schedule "A", attached, form part of this Lease.
- Leased Premises** 2. In exchange for the rents, agreements and obligations contained in this Lease, and of the facts stated by the Tenant in the Application for Rental Accommodation, the Landlord leases the Tenant the following premises (the "Leased Premises"):
- Apartment No #
 situated
 and being in the Town of
- Term** 3. The term of this Lease shall be one (1) month, commencing on the 1st day of 2009 and terminating on the day of 2009
AND MONTH TO MONTH THEREAFTER.
- Rent Payable** 4. The Tenant shall pay to the Landlord at its Head Office or at any other place it may designate, the total monthly rent (the "Rent") set out in this paragraph, in advance, on the first day of the month at the commencement of the Term:

Base Rent	\$
Utility Charges	\$
Utility Allowances	\$
Other Charges (<i>specify</i>)	\$
	\$

In addition, the Tenant shall pay a pro-rated amount, based on the Rent, in the amount of \$, in advance, to cover the broken period of 2009 to 2009 prior to the commencement of this Lease.

The Fair Market Value of this unit is \$ per month.

- Services Provided by the Landlord** 5. The Landlord shall supply the following services and appliances:

Overholding 6. In the event the Tenant remains in occupation of the Leased Premises after the expiration of the Term, until a new lease is presented by the Landlord to the Tenant for signature, the Tenant shall be deemed to be a tenant from month to month. The terms and conditions contained in this Lease shall continue to have effect, except that the Rent required to be paid by the Tenant may be changed from time to time by the Landlord, upon such notice to the Tenant as may be required by law.

Tenant's Obligations

7. The Tenant promises the following:

Rent (1) The Tenant shall pay the Rent to the Landlord, in the manner set out in paragraph 4, without any deduction, prior to the first of every month.

Utility and Service Charges (2) The Tenant shall pay all utility and service charges for which they are responsible. If the Tenant fails to make the payments, the Landlord may pay them and collect them from the Tenant.

Occupation of Premises (3) The Tenant shall use and occupy the Leased Premises only as a private residence for occupation by the Tenant and the following persons:

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

Income Review (4) The Tenant shall submit to the Landlord, within one (1) month following a written request by the Landlord, a statement signed by the Tenant, in a form prescribed by the Landlord, together with all supporting material required by the Landlord, setting out the details of the Tenant's household income and household composition;

Notice of Changes in Household Income or Composition (5) The Tenant shall provide the Landlord with written notice of any changes in the Tenant's household income or household composition, in the month in which the change occurs and shall provide the Landlord with the details of the changes, on a form prescribed by the Landlord.

Qualification for Occupancy (6) The Tenant shall cease to meet the qualifications for occupancy of the Leased Premises, if the Tenant fails to comply with paragraphs 7(3), (4) or (5), and the Landlord may increase the Rent to the market rent for the Leased Premises and/or terminate the tenancy.

Misrepresentation of Household Income (7) The Tenant shall provide the Landlord with complete and accurate information concerning the Tenant's household income. If the Tenant misrepresents his household income, the Landlord may terminate the tenancy and/or apply for an order requiring payment of the money that the Tenant would have been required to pay if the Tenant had not misrepresented his household income.

Cleanliness (8) The Tenant is responsible for ordinary cleanliness of the Leased Premises and shall notify the Landlord immediately of the presence of household pests in the Leased Premises or the Residential Complex.

Notification of Need for Repairs (9) The Tenant shall notify the Landlord immediately of any items in the Leased Premises in need of repair.

- Repair of Damage** (10)The Tenant shall be responsible for the repair of any damage caused by the wilful or negligent conduct of the Tenant or other occupants of the Leased Premises, or persons who are permitted in the Residential Complex by the Tenant. Repairs for which the Tenant is responsible may be made by the Landlord and shall be charged to the Tenant or may be made by the Tenant, with the prior written approval of the Landlord.
- Alterations** (11)The Tenant shall not make any alterations to or decorate the Leased Premises or alter the equipment or install fixtures in the Leased Premises, ("alterations"), without the prior written approval of the Landlord. If the Tenant makes any alterations, without the approval of the Landlord, the Landlord may do all the work necessary to restore the Leased Premises to the condition they were in before the alterations had been made by the Tenant and may charge the Tenant the entire cost of the restorations. If the Tenant makes any alterations, with the approval of the Landlord, prior to vacating the Leased Premises, the Tenant shall restore the Leased Premises to the condition they were in before the alterations had been made by the Tenant. Any restoration required under this paragraph shall meet the health, safety and other standards required by law and shall conform in type and quality of workmanship and materials to those which exist in the rest of the Residential Complex. If the Tenant fails to restore the Leased Premises, the Landlord may do all the restoration work and may charge the Tenant the entire cost of the restorations. Upon the Tenant vacating the unit, all alterations shall become the property of the Landlord, without payment of any compensation to the Tenant.
- Inspections** (12)The Tenant shall permit the Landlord and persons having authority from the Landlord, on twenty-four (24) hours prior written notice, to enter the Leased Premises for the purposes of inspecting the condition of the Leased Premises and doing any necessary work, and for the purposes of determining the Tenant's continued qualification for public housing. The entry is to be made only between the hours of 8 am and 8 pm, or at other times consented to by the Tenant. In cases of emergency, of which the Landlord shall be the sole judge, the Landlord may immediately enter the Leased Premises, at any time, without notice.
- Noise or Other Disturbances** (13)The Tenant, other occupants of the Leased Premises, or persons who are permitted in the Residential Complex by the Tenant, shall not make, permit or allow any improper noise to be made in or about the Leased Premises, or do anything which may disturb or interfere with the rights, privileges or interests of other tenants.
- Fire Hazards** (14)The Tenant shall not allow any activity or permit any condition to exist in the Leased Premises that may create a fire hazard.
- Parking** (15)The Tenant shall not have any right to use the parking facilities, except as permitted by the Landlord. The Landlord may, upon the written request of the Tenant and where parking space is available, permit the Tenant to park a properly licensed and roadworthy passenger vehicle or any other motor or recreational vehicle acceptable to the Landlord. The Landlord may issue a windshield sticker or any other means of identification that the Landlord may designate for each vehicle permitted to be parked and the Landlord may designate the space in which the vehicle is to be parked by the Tenant.
- Repair of Vehicles** (16)The Tenant shall not repair any vehicle or allow any vehicle to be repaired at the Residential Complex, without the prior written approval of the Landlord. If the Tenant fails to obtain the prior written approval of the Landlord for the repair of a vehicle at the Residential Complex or fails to keep a vehicle in roadworthy condition and furnished with valid current license plates, the Landlord may immediately remove the vehicle from the Residential Complex. The Tenant shall pay the Landlord all costs incurred by the Landlord to remove and dispose of the vehicle.

- Restrictions on Use of Leased Premises** (17)The Tenant shall not carry on or permit to be carried on, any business, professional or commercial enterprise, in the Leased Premises, without the prior written approval of the Landlord. The Tenant shall not use or permit the Leased Premises to be used for any illegal purpose.
- Subletting** (18)The Tenant shall not assign or sublet all or any part of the Leased Premises.
- Notice of Termination** (19)The Tenant shall give the Landlord sixty (60) days prior written notice of the intention to move out of the Leased Premises. The notice shall be effective on the last day of a month. When vacating the Leased Premises, the Tenant shall leave them and all equipment which belongs to the Landlord in a clean and good condition, consistent with its age and use.
- Showing Premises** (20)The Tenant shall permit the Landlord, after notice of termination of the tenancy has been given, to show the Leased Premises to any prospective tenant, between the hours of 8 am and 8 pm, without prior written notice, provided that before entering, the Landlord informs or makes a reasonable effort to inform the Tenant of the intention to do so.
- Rules and Regulations** (21)The Tenant shall comply with the Rules and Regulations set out in Schedule "B", attached, as well as any revisions or additions that the Landlord may make and communicate to the Tenant. The Tenant shall ensure that the Rules and Regulations are observed by other occupants of the Leased Premises, or persons who are permitted in the Residential Complex by the Tenant.

Landlord's Obligations

8. The Landlord promises the following:

- Quiet Enjoyment** (1) The Landlord shall not, at any time during the Tenant's occupancy of the Leased Premises and prior to the execution of an eviction order, substantially interfere with the Tenant's possession and reasonable enjoyment of the Leased Premises.
- Services and Appliances**(2)The Landlord shall provide the Tenant with the services and appliances listed in paragraph 5 and shall keep the appliances in proper working order, except where they have been damaged by the Tenant, other occupants of the Leased Premises, or persons who are permitted in the Residential Complex by the Tenant, in which case, the Tenant shall be responsible for the repairs.
- Heat** (3) The Landlord shall provide a heating system sufficient to maintain a reasonable temperature, in accordance with applicable Municipal By-laws. The Landlord shall not be liable for a failure to comply with any of these obligations because of a breakdown of the heating system, the making of repairs to the heating system or any circumstances beyond the reasonable control of the Landlord. The Landlord shall make all repairs with reasonable diligence.
- Repairs** (4) The Landlord shall maintain the Leased Premises and the Residential Complex in a good state of repair and fit for habitation during the tenancy and shall comply with health, safety, housing and maintenance standards. Upon being notified by the Tenant that any items are in need of repair, the Landlord shall make any necessary repairs within a reasonable period of time. The Landlord shall not be held responsible for damages or personal discomfort resulting from a breakdown of the electrical, mechanical or heating systems or from any other matter which the Landlord, in exercising reasonable diligence, could not have known about or expected, or the cause for which is outside its reasonable control.

Access to Premises (5) The Landlord shall permit the Tenant, other occupants of the Leased Premises, or persons who are permitted in the Residential Complex by the Tenant, to enter the Leased Premises through the entrances to the building and through the lobbies, passageways, elevators and stairways leading to the Leased Premises.

Apartment Buildings

(6) If the leased premises are situated in an apartment building, the Landlord shall provide janitorial services for the reasonable care and maintenance of the residential complex, and shall provide reasonable facilities for garbage disposal.

General Terms

9. The Landlord and Tenant agree, as follows:

Statute

(1) The *Residential Tenancies Act, 2007*, applies to this Lease.

Locks

(2) The Landlord shall not alter the locking system on any door giving entry to the Leased Premises or the Residential Complex or cause the locking system to be altered during the Tenant's occupancy of the Leased Premises, without giving the Tenant replacement keys. The Tenant shall not alter the locking system on any door giving entry to the Leased Premises or the Residential Complex or cause the locking system to be altered during the Tenant's occupancy of the Leased Premises, without the consent of the Landlord.

Abandonment

(3) In the event the Tenant fails to take possession of the Leased Premises or vacates or abandons the Leased Premises, without giving proper notice to the Landlord, the Landlord may, without notice, re-enter and re-let the Leased Premises, without prejudice to its right to claim damages against the Tenant for unpaid Rent or other losses or damages suffered by the Landlord.

Disposal of Property

(4) In the event the Tenant vacates, abandons or is evicted from the Leased Premises, the Landlord may sell, retain or otherwise dispose of any property found in or about the Leased Premises. The Tenant shall pay to the Landlord all costs incurred by the Landlord to store, remove and dispose of the property.

Bankruptcy

(5) In the event the Tenant becomes bankrupt or insolvent, the Rent for the next three (3) months shall immediately become due and payable, and at the option of the Landlord, this Lease may be terminated.

Tax Assessment

(6) The Tenant appoints the Landlord as his sole agent for the purposes of disputing any assessment of the Leased Premises for municipal taxes, including giving notices and taking any necessary proceedings.

Waiver

(7) Neither the Landlord, nor the Tenant, shall be considered to have waived their rights to enforce any provision of this Lease, except where they have expressly waived their rights, in writing.

Interpretation

10. (1) This Lease shall be read with all changes of gender and number as may be required by the context.
- (2) Any reference to the Tenant in this Lease shall be deemed to include each of the Tenants and their respective heirs, executors and administrators, and all rights and obligations in this Lease shall be construed as being both joint and several.
- (3) The laws of the Province of Ontario shall apply to the interpretation of this Lease, and any reference to a statute in this Lease includes any subsequent amendments or replacement and substitution of that statute.

Signed this _____ day of _____ 20__

MANITOULIN-SUDBURY DISTRICT
SOCIAL SERVICES ADMINISTRATION BOARD

Landlord

Witness

Tenant

Witness

Tenant

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

Tenant

Tenant

SCHEDULE "A"
Definitions

In the Lease:

"Household Income" means the combined income, less any deductions that the Landlord may specify, in writing, from time to time, of:

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

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

"Income" means all income, benefits and gains, of every kind and from every source, and includes, but is not limited to the following:

- (a) gross salaries, wages, overtime payments, commissions, bonuses, tips or gratuities;
- (b) grants, scholarships or bursary payments;
- (c) the gross annual income from any form of self-employment, including an owned business, less itemized business deductions as allowed by Revenue Canada, plus any capital cost allowance used as a deduction;
- (d) the gross amount of employment insurance benefits;
- (e) the gross amount of workplace safety and insurance 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, spouse's allowance or financial assistance under the Ontario Disability Support Program (ODSP) or its predecessor;
- (g) the gross amount of every kind of pension, allowance, benefit or annuity, whether from a federal, provincial or municipal government of Canada or any level of government of any other state or country, or from any other source;

- (h) the gross amount of alimony, separation, maintenance or support payments;
- (i) the gross amount from investments, and includes, but is not limited to dividends, stocks, shares or other securities, and where the actual income cannot be determined, an imputed rate of return, as determined by the Landlord from time to time;
- (j) the gross interest income from savings or chequing accounts in any bank, trust company, credit union or other financial institution;
- (k) the gross amount of interest earned or payable from bonds, debentures, term deposits or investments, certificates, mortgages, capital gains or lump sum payments or other assets;
- (l) an imputed income equal to the total appraised value of all assets or investments which do not produce interest income, but are intended to appreciate in value or are given away, all of which must be declared by the Tenant, multiplied by an imputed rate of return, as determined by the Landlord from time to time.

“Residential Complex” means,

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

SCHEDULE "B"

Rules and Regulations

- | | |
|---------------------------------------|--|
| Moving | 1. The Tenant's personal property shall not be taken into or removed from the Leased Premises, except at a time and in a manner that has been approved by the Landlord. The Tenant shall reimburse the Landlord for all damages to the Leased Premises or the Residential Complex, caused by moving the Tenant's personal property into or out of the Leased Premises. |
| Keys | 2. The Tenant shall be furnished with two (2) keys to the Leased Premises and shall return all keys to the Landlord when vacating the Leased Premises. |
| Pest Control | 3. The Tenant's personal property shall be in a clean and sanitary condition, and shall be free from household pests. The Landlord may inspect the Tenant's personal property before it is moved into the Leased Premises, and may require the Tenant to have it treated at the Tenant's own expense and to the satisfaction of the Landlord, to ensure that household pests have been eliminated. The Landlord, between the hours of 8 am and 8 pm, shall have the right to enter the Leased Premises, upon giving twenty-four (24) hours prior written notice to the Tenant, to inspect the sanitary condition of the Leased Premises and the Tenant's personal property, and to perform, when necessary, in its opinion, and at the Tenant's expense, all appropriate pest control treatments required to eliminate household pests from the Leased Premises and the Residential Complex. |
| Halls | 4. The sidewalks, passages, public halls, stairways, fire escapes and vestibules shall not be obstructed or used for any purpose other than gaining access to and from the Leased Premises. |
| Windows, Screens and Balconies | 5. No articles of any description shall be hung from the windows, doors or balconies and nothing shall be placed on the exterior window sills or stored on the balconies. The Tenant shall not throw any article from |

a window or balcony or remove any window screen or pane, except for cleaning or repair purposes and any window screen or pane shall be replaced immediately after being cleaned or repaired.

- Window Safety Stops** 6. The Tenant shall not remove window safety stops.
- Barbecuing** 7. The Tenant shall not barbecue on the balcony.
- Safety Equipment** 8. The Tenant shall not tamper with or disconnect any heat, smoke or carbon monoxide detectors, fire alarms, door closers, or any other safety equipment installed in the Leased Premises or the Residential Complex by the Landlord.
- Wiring, Plumbing,** 9. No additional heating units or electrical wiring shall be installed in the Leased Premises, without the prior etc. written approval of the Landlord. The Tenant shall not overload the electrical circuits or use fuses in excess of fifteen (15) amperes in the lighting circuits or use the electrical, plumbing or gas equipment for any purpose other than those for which they were constructed.
- Vents** 10. Air-vents attached to steam radiators shall not be opened or tampered with by the Tenant, and radiator valves must be turned off tight or on full.
- Water** 11. The Tenant shall not leave water running, unless it is being used.
- Laundry Equipment** 12. Washing machines or clothes dryers shall not be used in Leased Premises situated in an apartment building.
- Air-Conditioners** 13. Air-conditioners shall not be used in Leased Premises situated in an apartment building, without the prior written approval of the Landlord. The Landlord may charge a fee for each air-conditioner used in the Leased Premises.
- Antennae** 14. The Tenant shall not use any radio antenna, television antenna or satellite dish, located outside the Leased Premises, without the prior written approval of the Landlord.

- Signs** 15. The Tenant shall not display any sign, advertisement or notice, in or about the Leased Premises, except for campaign posters during a Federal, Provincial or Municipal election.
- Garbage** 16. All garbage shall be disposed of as directed in the Resident's Guide or Resident's Handbook, or as otherwise directed by the Landlord. The Tenant shall not use the garbage chute for the disposal of aerosol cans, explosive or combustible materials or any burning materials.
- Snow Removal** 17. The Tenant shall be responsible for the removal of ice and snow from the entrance walks and public sidewalks fronting or otherwise bordering on the Leased Premises, except where the Leased Premises are situated in an apartment building.
- Lawns** 18. The Tenant shall be responsible for maintaining, in good order and condition, any lawn or garden that forms part of the Leased Premises.
- Swimming Pool** 19. Where the use of a swimming pool is provided in conjunction with the Leased Premises, the Tenant shall abide by the applicable regulations, which may be posted in the vicinity of the swimming pool or delivered or mailed to the Tenant.
- Personal Property** 20. All personal property placed in the Leased Premises or in any part of the Residential Complex shall be at the sole risk of the owner of the personal property. The Landlord shall not be responsible for any loss or damage to the personal property from any cause, other than through the negligent or wilful conduct of the Landlord.
- Insurance** 21. The Tenant shall be responsible for obtaining, at his own expense, adequate insurance coverage against damage to the Leased Premises, loss of personal property and public liability.
- Respect** 22. The Tenant shall respect the rights, privileges and interests of other tenants.

Resident's Guide 23. The Tenant acknowledges receiving a copy of the Resident's Guide or Resident's Handbook, if such document is published or provided by the Landlord.