

Bill No. 140
2020

By-law No. A.- _____ - ____

A by-law with respect to a standard form agreement for occupancy by Homeless Prevention in the City of London.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting the economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS the City is the service manager under the *Housing Services Act* for the geographic service area of the City of London and County of Middlesex, and shall, in accordance with its housing and homelessness plan, carry out measures to meet the objectives and targets relating to housing needs within the service manager's service area;

AND WHEREAS section 5.1 of the *Residential Tenancies Act, 2006* ("RTA") provides that the RTA does not apply with respect to living accommodation provided to a person as part of a program described in ss. 5.1(2) of the RTA if the person and the provider of the living accommodation have entered into a written agreement that complies with ss. 5.1(3) of the RTA, including that the living accommodation is intended to be provided for no more than a four-year period, and that a program consists of the provision of living accommodation and accompanying services;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. A standard form Occupancy Agreement, substantially in the form attached as Schedule 1 to the by-law, for City of London homeless prevention initiatives as approved by Council as part of the City of London's annual budget approval process, to be entered into between The Corporation of the City of London and Occupants of units leased by the Corporation of the City of London, for no more than a four-year period, and under a program consisting of the provision of living accommodation and accompanying services, is authorized and approved.
2. The Managing Director, Housing, Social Services and Dearness Home or their written designate, is delegated authority to execute Occupancy Agreements with occupants, employing the standard form Occupancy Agreement authorized and approved under section 1, above, with no further approval required from Council.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 7, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 7, 2020
Second Reading – April 7, 2020
Third Reading – April 7, 2020

Occupant initials: _____

City initials: _____

Date: DD/MM/YY

The Corporation of the City of London

OCCUPANCY AGREEMENT

This is an agreement between you, the Occupant[s]:

[Print full name of adult occupant.]

[Print full name of additional adult if applicable.]

And, The Corporation of the City of London (the “City”, or “we”)

Address of City:

c/o City Clerk
300 Dufferin Avenue
London, ON N6A 4L9

Each Occupant who signs this agreement is fully responsible for all of its terms. For example, if one of the Occupants does not pay their share of the fees, the other Occupant must make up the difference.

In addition to the Occupant[s] above, only these people can live in the space we are providing you, which is called “**the unit**”:

[Insert the full names of children or any other occupants that your organization permits to live in the unit without signing the agreement.]

WHEREAS the City provides a Housing Program intended to support you to obtain and keep more permanent housing that is provided or funded under an agreement with:

- a ‘service manager’ as defined in the *Housing Services Act, 2011*; or

AND WHEREAS the Housing Program consists of the provision of the unit (defined below) to you for a term that will not exceed four (4) years, and the provision of accompanying services (defined below) to you. (In subsection 5.1(2) of the *Residential Tenancies Act, 2006 [the “RTA”]*, the intended term cannot exceed a four-year period).

AND WHEREAS the City intends that the unit will be exempt from the RTA but you may apply to the Landlord and Tenant Board (the “**Board**”) (section 9 of the RTA) for a determination as to whether the RTA applies with respect to the unit and your occupancy of the unit.

AND WHEREAS, subject to the terms and conditions contained herein, you will be able to participate in the Housing Program and occupy the unit.

In consideration for the occupancy fees, agreements, covenants and obligations contained in this Agreement, and the sum of \$2.00 (the receipt and sufficiency of which is acknowledged), the parties agree to the following:

Occupant initials: _____

City initials: _____

Date: DD/MM/YY

1. Your status as an occupant

You are eligible to live in this unit because:

- you meet the requirements set out in Schedule A of this Agreement; and
- you need some or all of the Services set out in Schedule B of this Agreement.
When you no longer need any of the Services, you are no longer eligible to live in the unit.

This type of housing is called “transitional housing” (i.e. living accommodation is provided as part of a program where the living accommodation is provided for no more than 4 years, and the accompanying services include one or more of rehabilitative services, therapeutic services, services intended to support employment, or services intended to support life skills development). It is exempted from the RTA. That means that you, as an occupant, do not have recourse to the Landlord and Tenant Board (the “**Board**”) if you have a problem with your living conditions or how you are treated.

However, you still have the right to apply to the Board and ask if the RTA applies to your situation (s.9). You also have the right to seek other recourse, such as through the civil and criminal justice systems, or human rights tribunal.

2. The Unit

1) The City agrees to provide, and you agree to occupy, [unit #] at [full address of building].

2) We will provide the unit with the following:

[List furnishings that you will provide to the occupant’s unit.]

3) If check marked, these appliances are included with your unit [select]:



a stove



a refrigerator



a clothes washer and clothes dryer

4) If check marked, these services and utilities are included in the fees [select]:



heat



electricity



hot water



water



coin-free laundry



a locker or storage space



cable TV



Internet access

[other service]

5) If check marked, you are responsible for these services and utilities, which are **not** a part of your fees [select]:



Internet access



cable TV



a locker or storage space

[other service]

[other service]

[other service]

Occupant initials: _____

City initials: _____

Date: DD/MM/YY

You are responsible for the set-up and payment for the above services or utilities. You will enter into a direct agreement with the company that provides the service or utility. You must keep all agreements for services and utilities in your name for as long as you live in the unit.

- 6) We will give you keys (this includes access cards or fobs) for:
 - the entrance to the building
 - the entrance to your unit
 - [add any other keys that apply]
- 7) If you lose any keys, you must pay to replace them.
- 8) You must not give or loan your keys to anyone, or make copies of them.
- 9) You must not make any changes to the locking systems without our prior written consent.

3. The period of occupancy

- 1) You agree to move into your unit on [Day of week, day of month, month, year]. You agree to move out on [Day of week, day of month, month, year].
- 2) If for any reason The City cannot allow you to move in on the date above, you agree that we are not liable or at fault. We will have the unit ready for you as soon as we can. A later move-in date does not extend your period of occupancy.
- 3) This is an agreement for transitional housing only. You cannot occupy your unit for longer than four (4) years.
- 4) If your period of occupancy is shorter than four (4) years, you may be able to keep living in the unit on a month by month basis until we draw up a new agreement. The terms of this Agreement would still apply, but we have the right to change your fees with 30 days' notice.
- 5) While you live in your unit, we will provide you with services to prepare you for finding more permanent housing. You cannot use your unit for any other purpose than for living and receiving services. For example, you cannot run a business out of your unit or charge money to others to stay in your unit.

4. Fees for occupancy

- 1) Your fees are due no later than 4 p.m. on the first day of each month. If your move-in date is part way through the month, we will only charge you for the days that you are in the unit that month.
- 2) You must pay:

Occupancy fee	[\$[Insert amount]]
Cable	[\$[Insert amount]]
Utilities	[\$[Insert amount]]
Total fees	[\$[Total amount]]

- 3) Schedule C of this Agreement explains how we set your fees.
- 4) You should make your payment to City of London. You can pay in any of the following ways:
 - cheque

Occupant initials: _____

City initials: _____

Date: DD/MM/YY

You may be required to set up a direct payment. You must keep direct payment in place

- 5) If you are responsible for paying for utilities or service charges directly, you must pay these promptly. If you fail to do so, we may make the payments for you. We will then add these charges to your account and charge them back to you as fees.
- 6) If you write a cheque that your bank refuses to honour (a bounced cheque) we will charge an extra [\$45] to your account.
- 7) We decide how to apply your payments to your account. We usually apply a payment you make against the oldest outstanding amount you owe us.

5. The services you receive

Schedule B of this Agreement lists services you need while you are living in transitional housing. These services are called the 'Housing Program Services'. By signing this Agreement, you agree to:

- 1) Accept the services offered and enter into a service agreement if required.
- 2) Work with the service providers to achieve set goals.
- 3) Follow the rules set out for your Housing Program Services. These are set out in Schedule A.

You also agree to the following:

- 4) The third party service providers will decide what services to offer to you based on your needs, the funding and resources they have, and the needs of others in the Housing Program.
- 5) The third party service providers can change the services they offer you at any time with seven (7) days of written notice.
- 6) The third party service providers are not liable or at fault if they are not able to offer you all of the services you need.

6. Consent to obtain and share information about you

- 1) You give your consent for us, and anyone we authorize, to gather information about you that is in any way related to this Agreement. Here are some examples of what we might need:
 - credit reports about you
 - information about your tax returns from the Canada Revenue Agency
 - information about you from places where you lived before
 - information about your whereabouts if you still owe us fees after you move out
- 2) You give your consent for us and our service providers to both collect and/or disclose information about you. We would disclose your information to service providers who are involved in providing your Housing Program Services. This also means that service providers can share information with each other about:
 - your occupancy
 - your need for services
 - your participation in the housing program
 - any other information that will help them deliver services to you

Occupant initials: _____

City initials: _____

Date: DD/MM/YY

- 3) If there are any documents that we need you to give us, we will request them in writing. You must give us the documents within 14 days of our written request.

7. Rules for living in your unit

The rules for living in your unit are set out in Schedule D. By signing this Agreement, you and anyone who lives with you promise that you will obey all of these rules. These rules also apply to anyone who visits you or who you allow into the building.

You must also follow any new rules or changed rules that we give to you in writing or post in the building.

8. Insurance

- 1) The City does not carry insurance for you and your belongings. We are also not responsible for the cost of any claims against you for damage to your unit or injury to others. For as long as you live in your unit, you must buy insurance that provides:

- comprehensive liability coverage
- coverage for your belongings
- coverage for fire and property damage

- 2.) You shall place in effect and maintain during the Term of this Agreement at your sole cost and expense:

- Comprehensive general liability insurance coverage appropriate to the risk in connection with its activities on and in the Premises, in an amount not less than \$1,000,000 for bodily injury, property damage, or other losses
- “All Risks” insurance upon all property owned by You, including the Your Property, or by others located on the Property and for which property You are responsible, including equipment, furniture, fixtures and leasehold improvements in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, all such items
- “Tenant’s Legal Liability” insurance for the full replacement cost of the Premises, including loss of the use of the Premises; covering the Premises in an amount not less than \$1,000,000.00

Additional Insured. You shall ensure that the City and Landlord will be added to the liability insurance as an additional insured.

Proof of Insurance. At the City’s request, you shall provide a certificate or other acceptable evidence of insurance evidencing its coverage, and at least [30] days' prior. Notice of any change in or cancellation of the insurance coverage.

9. No liability

- 1) We are not responsible or liable for any loss, damage, discomfort, or injury to you, your guests, your belongings, or your unit, no matter what the cause. When we say “we,” the term includes:
- The City, its officers, directors, employees, and any organization that may succeed it
 - all employees and volunteers

Occupant initials: _____

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Date: DD/MM/YY

- all contractors and workers
 - all other occupants and tenants
 - anyone who provides services to you under the Housing Program.
- 2) Here are some examples of what we are not responsible or liable for:
- death or injury for any cause, including gross negligence on our part or on your part
 - damage caused by problems with the building's structure or systems, such as electrical, mechanical, heating, plumbing, or ventilation systems
 - damage caused by steam, water, rain, or snow
 - damage, injury, or death due to "Acts of God" such as severe storms, floods, or household pest infestations
 - damage, injury, or death caused by you or any person you allow into the building
- 3) We are not in any way liable even if we breach or break this Agreement. We are not liable even if we should have known about a problem and fixed it.
- 4) This release from liability applies while you live in your unit and after you leave it.

10. Notice

- 1) When we refer to "notice" in this Agreement, it means that we will address the notice to your unit and give it to you in any of the following ways:
- personally
 - mailed to you or left where you pick up your mail
 - delivered by courier
 - slid under your door or through a mail slot
 - attached to the door of your unit
- 2) We will consider that anything we mail to you has been received three (3) days after the date of mailing. If there is a postal strike, we will only consider that you have received it when you get it.
- 3) You can write to us at our address, shown at the beginning of this Agreement. We will give you written notice if our address changes.

11. Our right of entry into your Unit

- 1) As your housing provider, we have the right to enter your unit at any time without written notice if there is an emergency or if you consent to let us in.
- 2) We can enter your unit without written notice to show it to future occupants if:
- you will be moving out;
 - we enter between 8 a.m. and 8 p.m.; and
 - we make a reasonable effort to inform you in advance.
- 3) We can enter your unit if we give you written notice at least twenty-four (24) hours before we enter. The notice must give a time between 8 a.m. and 8 p.m. It must explain that we are coming for one of the following reasons:
- to do repairs or other work in the unit
 - to carry out an inspection of the unit

Occupant initials: _____

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Date: DD/MM/YY

- to show the building to a lender or insurer
 - to show the building to someone who might buy the building
 - to show the building to a licensed inspector
 - to allow entry to the unit by an enforcement officer (e.g. by-law enforcement, property standards, fire, police).
- 4) If we give you written notice as we described above, we have the right to take pictures or make video recordings of the unit.

12. Our right to deny entry

- 1) We have the right to deny entry to the building or to the unit to any person or to order them to leave the building or the unit. This is true even if:
- the person is your guest
 - the person was your guest in the past
 - we have allowed the person to enter in the past

13. Ending this Agreement

- 1) The City has the right to end this Agreement before your period of occupancy is over, without giving you notice and we can require you to move out of your unit, for any of these reasons:
- You do not move into the unit by the date agreed to above in section 3.
 - You breach any of the terms or break any of the rules in this Agreement.
 - You are unable to pay your fees.
 - You die.
 - You move out of the unit or try to move out without notice. This is called “abandoning” the unit. We will consider the unit abandoned if most of your belongings are gone or your fees are more than [14] days late.
 - You are no longer eligible to live in the unit because you do not meet the requirements set out in Schedule A.
 - We decide that you have met the goals set out for the services you receive while living in the unit or you no longer require services.
 - We decide that you will not be able to meet the goals set for the services you receive or that you need more services than we are able to provide.
- 2) If we require you to move out for any other reason, we have the right to end this Agreement by giving you seven (7) days of written notice.
- 3) You may end this Agreement and move out of the unit if you give us [30] days of written notice.
- 4) When you move out, you must take all of your belongings with you. You must hand in all of your keys and pay all of your outstanding fees. Your unit must be in the same condition that you were required to keep it in under the rules in Schedule D.
- 5) If we end this Agreement for any of the reasons above, and you refuse to move out, we can evict you. This means that we can make anyone still in the unit leave. It also means that we can come into your unit without notice and remove all of your

Occupant initials: _____

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belongings. We may store your belongings or dispose of them, and charge your account for the cost. We are not liable or at fault for any damage or loss.

- 6) After this Agreement ends, even if we evict you, we can still take you to court or use other means to recover fees that you owe us and any other costs, such as the cost of storing or disposing of your belongings. If we go to court, you will have to pay the lawyer's fees.
- 7) If you die or become unable to manage your finances, then your heirs, executors, or anyone who holds your power of attorney for personal property is responsible for all fees and charges in this Agreement.

14. Disputes

If we have a dispute while you are living in your unit that we both want to resolve, we must use the dispute resolution. Both you and The City have the right to initiate or start the process. A neutral person would try to help us resolve the dispute. Schedule E describes this process.

15. Changes to this agreement

Changes to this Agreement are only valid if they are set out in writing and signed by an authorized representative of The City.

Any terms of this Agreement that are unenforceable or invalid will be severed or taken out of this Agreement. However, the rest of the Agreement will still be valid and in force.

16. Declaration and signatures

This Agreement takes the place of any other previous agreement, written or verbal, about your occupancy in this unit and the services you will receive.

The Agreement includes the attached Schedules A, B, C, D, and E. Please read them carefully. They are all part of the Agreement.

By signing this Agreement, you are saying the following:

- I have read the whole Agreement carefully with the help of someone I trust;
- I understand the terms of the Agreement and the rules I must follow;
- I had a chance to get legal advice if I wanted it before I signed the Agreement;
- I signed this Agreement in front of a witness; and
- I have received a copy of the finalized Agreement.

Date of signing: _____

Occupant's full name: _____

Occupant's signature: _____

[Additional occupant's full name]: _____

[Additional occupant's signature]: _____

Full name of witness (please print): _____

Witness signature: _____

Occupant initials: _____

City initials: _____

Date: DD/MM/YY

For The Corporation of the City of London:

I have the authority to bind the corporation.

Full name (please print): _____

Title: _____

Signature: _____

Housing Program Support Program

[Insert logo, legal name and address of third party Housing Support Program]

Occupant initials: _____

City initials: _____

Date: DD/MM/YY

SCHEDULE A: Rules for taking part in the housing program

1. Your rights and responsibilities

Your Responsibilities

You are responsible to:

- Actively participate in a Support Plan developed by you and [third party Housing Support Program name]. The plan will be aimed at securing permanent housing and include in-home visits
- Pay rent in the full amount and on time each month
- Take good care of the unit and let [third party Housing Support Program name] know if there are any issues in the unit
- Be respectful to support staff, landlord and neighbours
- Notify [third party Housing Support Program name] immediately if there are any issues that may affect tenancy.

Your Rights

You have the right to:

- Participate in the development of your Support Plan.
- Be treated respectfully by support staff
- Furnish and decorate the unit in your personal style and have your own personal possessions
- To make a complaint or to request a different support worker

2. The rules you must follow

- Actively engage in Support Plan with [third party Housing Support Program name]
- Complete a Support Plan with [third party Housing Support Program name] prior to occupancy and actively participate in program through the duration of tenancy.
- Be the sole resident of the unit; Follow the rules of the building where the unit is located; and, Keep the unit clean and in good repair.
- Pay for repairs for damages to the unit or the building that are intentional, accidental or as a result of neglect. This includes damages caused by the occupant, guests or pets.
- Not engage in behaviours that interfere with others safety or enjoyment of the building. These behaviours include and are not limited to the areas of guest management, excessive noise, causing nuisance, fire safety, storing of items in common areas of building, pest control, pet care, threatening behaviour, violence, nuisance, and illegal activities.

Occupant initials: _____

City initials: _____

Date: DD/MM/YY

- Advise the [third party Housing Support Program name] and The Corporation of the City of London immediately of any event or situation that may put any person's occupancy at risk.
- Allow the [third party Housing Support Program name] to conduct unit inspections at minimum on a monthly basis.
- Not change or alter the door locks without prior written consent of The Corporation of the City of London.

3. No Costs

There is no costs for taking part in the housing program and receiving services, other than occupancy fees as set out in the agreement.

4. What happens if you are no longer eligible to live in your Unit or take part in the Housing Program

If you are no longer eligible to live in your unit or participate in the [third party Housing Support Program name] may work with you to secure alternate transitional or permanent living accommodations. [third party Housing Support Program name] may not be able to work with you to secure alternative living accommodations for reasons that include and are not limited to:

- We cannot find you
- You are not participating in finding alternate living accommodations
- You are not participating in your Support Plan
- There are safety reasons
- The program does not have supports available
- You decline support.

5. Getting back into the Housing Program

Returning to the program depends on program eligibility and availability. To inquire about returning to the Housing Program or being matched to another program you may contact the Corporation of the City of London.

Housing Program Support Program

[Insert logo, legal name and address of third party Housing Support Program]

Occupant initials: _____

City initials: _____

Date: DD/MM/YY

SCHEDULE B: Housing Program Services

Housing Program Services will be provided by [third party Housing Support Program name] and include services intended to support life skills development.

The services intended to support life skills development will be based on your unique needs and circumstances and will be aimed at building and maintaining life skills required to secure and maintain housing.

Support with the development of life skills will take place in- home and in the community.

These skills may include and are not limited to:

- Financial (examples: paying rent and utilities on time, budgeting, etc.)
- Being a good tenant and neighbour (examples: following rules, resolving issues, etc.)
- Completing household tasks (examples: cooking, cleaning, etc.)
- Navigating transit
- Guest management
- Food security (examples: grocery shopping, accessing food resources, cooking, etc.)
- Building a home (examples: choosing furnishings, home based activities, etc.)

Occupant initials: _____

City initials: _____

Date: DD/MM/YY

SCHEDULE C: How we set your occupancy fees

The government makes rules about how much money we should charge you to live in your Unit. Here we explain how we have calculated the fees we set out in Part 4 of your agreement.

If your income includes a fixed amount of shelter allowance, such as Ontario Works, the fixed amount of shelter allowance will be applied to your occupancy fees. If your income does not include a fixed amount of shelter allowance you will pay a portion of occupancy fees not exceeding more than 30%.

[Insert housing provider's logo here]

Occupant initials: _____

City initials: _____

Date: DD/MM/YY

SCHEDULE D: Rules for living in your Unit

These are the rules for living in your Unit. By signing this Agreement, you, and anyone who lives with you, promise that you will obey all of these rules. These rules also apply to anyone who visits you or who you allow into the building. You must do your best to make sure that they follow the rules.

1. Do not disturb others and treat everyone with respect

- 1) You must not make too much noise or bother others in and around the building in any way. If someone complains about your noise or behaviour, you agree to stop the noise or behaviour right away. This rule also applies to your pet or pets that your guests bring to visit.
- 2) Harassment and discrimination are against the law. You must not threaten, harass, intimidate, or interfere with anyone in or around the building. You must not make comments that insult others. You must respect everyone's human rights.
- 3) You must not do anything that is against the law.

3. Treat your living space with respect

- 1) Do not do any damage to your Unit, its furnishings and appliances, or to the building you live in.
- 2) Keep everything in your Unit as clean as you can and in good condition (except for normal wear and tear).
- 3) Follow the rules for disposing of garbage, recyclables, and other waste.
- 4) Never throw anything out of the window or door, into the hallway, down the stairwells or off of the balcony. This is a danger to others.
- 5) Do not clutter, litter, obstruct, or hang around in common areas in your building such as hallways, stairwells, sidewalks, fire escapes, and lobbies. Keep them clean and clear, and easy and safe for people to move through.
- 6) If you leave things in the common areas that should not be there, we have the right to throw them away without asking you.
- 7) Never leave the water running when you are not using it.
- 8) If you move things in or out of the building such as furniture, and it causes damage to the building, you are responsible for paying for the repairs.
- 9) Do not put up any signs or notices anywhere in the building.

4. Pest control

- 1) Examples of household pests include: ants, cockroaches, bed bugs, pigeons, mice, and rats.
- 2) Before you move into your Unit, we may inspect all of your belongings to make sure that they are free of household pests. If they are not, we may require you to have them treated at your own expense. We will not allow you to move in until we are satisfied that your belongings are free of pests.
- 3) If you see household pests in your Unit, you must tell us in writing right away. We are not liable or at fault if you do not do this.

Occupant initials: _____

City initials: _____

Date: DD/MM/YY

- 4) You must not do anything to attract pests, such as feeding them or providing nesting space.
- 5) We have the right to enter your Unit without notice to inspect everything in it, including your belongings, and to do pest control if required.

5. Repairs and improvements

- 1) If items in your Unit are broken and need repair, you must tell us in writing right away. We are not liable or at fault if you do not do this.
- 2) You must cooperate fully to allow us to repair, maintain, and improve the Unit quickly. This includes moving or removing your belongings if we ask you to. You must also make it easy for workers to get access to the Unit whenever needed.
- 3) If you or your guests [or pets] do any damage to the Unit, to items we have supplied in the Unit, or to the building, by actions or neglect, you must pay the cost of repairs.
- 4) You must not change or renovate your Unit in any way (for example: painting, wallpapering, putting up or removing drywall, or attaching furniture to the walls). If you do this, we may restore the Unit to the way it was before and charge you for the cost.
- 5) You must not hang anything from the windows, doors, or balcony or place any items on the outside windowsills.
- 6) You must not remove any window screens or window panes, except to clean or repair them and promptly put them back.
- 7) You must have our prior written permission if you want to bring in any appliance. Examples of appliances include: stoves, dishwashers, refrigerators, freezers, air conditioners, washing machines, clothes dryers, and dishwashers.
- 8) If you get permission to bring in an appliance, you are responsible for it and the costs of all repairs.
- 9) If we find that you have brought in an appliance without permission, you must remove it right away and we will charge you for the extra electricity.

6. Fire and other hazards

- 1) You must not bring into the building or store dangerous, toxic, or flammable materials.
- 2) You must not light up, burn, smoke, or vape any substance in your Unit or in the building. This includes cannabis, tobacco, and any other substance.
- 3) You must not grow cannabis in your Unit.
- 4) You must not buy, sell, or distribute cannabis or cannabis products from your Unit or in the building.
- 5) You must not burn candles in your unit.
- 6) You must not collect and store so many belongings that they make it hard to move around the Unit and create a fire hazard.
- 7) You must not tamper with, disconnect, or misuse:
 - heat, smoke, or carbon monoxide detectors;
 - fire alarms;
 - door closers;

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City initials: _____

Date: DD/MM/YY

- any other safety equipment we have installed; or
 - plumbing and heating systems.
- 8) You must not install extra heating, tamper with wiring, or overload the circuits.
 - 9) You must not install antennas or satellite dishes on the interior or exterior of your unit or in the building.

7. Guests or visitors

- 1) All guests must use the buzzer or intercom system to get into the building.
- 2) You must meet your guests at the entry door and be with them at all times when they are in the building.
- 3) All guests must show identification and sign in when they arrive.
- 4) You must not let anyone else's guest in, even if you know them.
- 5) If you ever see a door propped open to let someone in, you must report it to staff right away.
- 6) You can only have guests between the hours of [time] and [time].
- 7) You can only have [#] guests at one time.
- 8) You are responsible for any damage or loss that your guests cause.

8. Washing your clothes

- 1) You must follow the rules that we give you about doing laundry.

Occupant initials: _____

City initials: _____

Date: DD/MM/YY

SCHEDULE E: Resolving disputes

Purpose of this policy

The City is committed to providing a place to live where everyone is treated with fairness, dignity, and respect. The purpose of this policy is to provide everyone with an open and fair way to raise concerns and to ensure that they are resolved in a prompt and reasonable way.

What is dispute resolution?

Dispute resolution is a way of getting together to solve a problem or conflict quickly without the time and expense of a formal process such as going to court.

You can start this process to help solve problems you are having with us and we can start the process to help solve problems we are having with you.

The types of problems, disputes, or conflicts that you could ask to have dealt with in this way include:

- disputes you are having with staff
- treatment that you feel is unfair
- abuse of authority
- failure to carry out our policies
- any form of harassment or discrimination

The process begins when you file a complaint. A mediator who is not biased and was not involved in the situation helps to resolve the dispute. The mediator does not take sides. They just help each side to talk to the other and find a way to solve the problem.

Dispute resolution is confidential. Whatever you (and the person you are complaining about) say during mediation cannot be used against you in another proceeding, such as a court case.

The City will ensure that no one who files a complaint in good faith using this process faces reprisals (such as punishment or discrimination) because they have done so.

Steps in the resolution process

Step 1. Try to solve the problem directly.

In many cases, disputes can be solved if the two parties involved sit down and talk with one another. In others, they can be solved if you go to the person's supervisor or manager and ask them to help you solve it informally.

In some cases, you may not feel comfortable confronting the person or going to a supervisor or manager. Or, you may not be satisfied with the results of trying to solve the problem directly. In these cases, you may wish to file a formal complaint and ask for a mediator.

Step 2. Filing a complaint

If you decide that you want to file a complaint, you must do so in writing. You should give or send your complaint to the Manager, Homeless Prevention.

In your written complaint, include as much detail as you can about the problem. Here are some questions you should try to answer:

- What happened to cause this dispute?

Occupant initials: _____

City initials: _____

Date: DD/MM/YY

- Were there any witnesses? If so, give their names.
- Do you have any documents or pictures to support your complaint?

You must sign your name on your complaint. It cannot be anonymous.

Step 3. Responding to the complaint

The Manager, Homeless Prevention, or their delegate, will:

- give a copy of your complaint to the person you are complaining about (the respondent);
- give them 14 days to respond in writing;
- share their response with you; and
- set up a time when you can meet to appoint a mediator

Step 4. Appointing a mediator

It is best if you and the respondent agree on who should mediate your dispute. This person must be someone who was not involved in the dispute in any way. It could be the Manager, Homeless Prevention or anyone that you both trust to be impartial.

You will have 10 business days to make this decision.

If you or the respondent are unwilling or unable to make this decision, then The City will make it for you. We will appoint a senior employee in our organization who is not involved in the dispute in any other way.

Step 5. Preparing for mediation

As soon as the mediator is appointed, the Manager, Homeless Prevention will give the mediator a copy of your written complaint and the written response.

The mediator will schedule the date, time, and place for the mediation session or sessions. The mediation should start within 14 days of appointing the mediator.

Both you and the respondent can choose to have legal counsel before and during mediation.

Step 6. Mediation

The mediator's role is not to decide who is right and who is wrong. Nor can they raise issues that are not part of the dispute. Their only role is to provide a safe and supportive environment where you can talk to each other and help find a way to resolve your dispute.

If you come to an agreement, the mediator will write it down and each of the disputing parties will sign it. Both parties must do what they promised in the agreement.

What happens if the resolution process fails?

If you fail to come to an agreement, or if either party breaches the agreement by failing to do what they promised, you can take further action such as:

- going to court
- going to a human rights tribunal
- asking the Landlord and Tenant Board if the RTA applies to this issue

Changes to this policy

If the City makes changes to the conflict resolution process, we will notify you in writing.