

Bill No. 339  
2020

By-law No. A.-\_\_\_\_\_ -\_\_\_\_

A by-law to authorize and approve a standard form "Lease Agreement" for use in the Head Lease program.

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 economic, social and environmental well-being of the City including respecting climate change, and the health, safety and well-being of persons;

AND WHEREAS under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched. 1, the City of London is designated as the service manager for the service area 'City of London and County of Middlesex';

AND WHEREAS section 6 of the *Housing Services Act, 2011* requires the service manager to have a plan to address housing and homelessness;

AND WHEREAS under the *Housing Services Act, 2011*, the service manager has prepared a *Homeless Prevention and Housing 2010-2024 Plan*;

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. The standard form "Lease Agreement", substantially in the form attached as Schedule "1" to this By-law, is approved as the standard form of agreement between the City and Landlords for the Head Lease program;
2. The Managing Director, Housing, Social Services and Dearness Home is delegated the discretionary authority to execute Agreements with landlords for the Head Lease program, employing the standard form of agreement approved in section 1.
3. The Managing Director Housing, Social Services and Dearness Home, or written designate, is delegated the authority to approve and execute such further and other documents, including amending agreements, that may be required in furtherance of the Lease Agreement that are consistent with the requirements contained in the standard form Lease Agreement approved in this by-law, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the Managing Director of Housing, Social Services and Dearness Home and the Manager of Risk Management.
4. The Managing Director, Housing, Social Services and Dearness Home is delegated the authority to undertake all the administrative, financial and reporting acts in connection with the Lease Agreement approved in section 1.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on November 10, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – November 10, 2020  
Second reading – November 10, 2020  
Third reading – November 10, 2020

## Schedule 1

### HEAD LEASE PROGRAM - LEASE AGREEMENT

**THIS LEASE** made as of the <Insert Date> between <Insert Landlord Name> (the "Landlord") and **THE CORPORATION OF THE CITY OF LONDON** (the "Tenant").

**In pursuance of the *Short Form of Leases Act, the Residential Tenancies Act, 2006* and amendments.**

1. **Lease.** The Landlord leases to the Tenant the residential unit (house) (the "Premises") at <Insert Address > (the "Building") for a term of one year beginning on <Insert Date> and ending on <Insert Date> (the "Term"). Any occupancy of the Premises by the Tenant shall be subject to the present tenant vacating the Premises.

2. **Rent.** The Tenant shall pay to the Landlord rent (the "Rent") during the Term in the amount of <Insert \$ > per month, in advance, on the first day each and every month commencing <Insert Date>. The Rent shall be paid at the Landlord's office or at such other place as the Landlord may, from time to time direct.

3. **Rental Deposit.** The Tenant agrees to pay to the Landlord, upon signing of this lease, the sum of <Insert \$ > as prepaid Rent to be applied toward the last month's Rent of the Term. The Landlord agrees to pay to the Tenant interest on such amount at the rate prescribed by law.

4. **Utilities.** The parties acknowledge that the cost of all utilities supplied to the Premises is part of the rent herein < Insert shall be paid by the Tenant or save and except the following >:

*<insert as applicable services and utilities that are not included in the cost of rent.*

*Examples:*

- *Gas*
- *Air conditioning*
- *Additional storage space*
- *On-site laundry*
- *Guest parking*
- *Electricity*
- *Heat*
- *water*
- *telephone*
- *cable*

5. **Parking.** Parking for <Insert #> vehicle(s) is included.

6. **Use and Occupancy of Premises.** The Landlord acknowledges that the Tenant is a social service agency in the field of supportive housing and that the Tenant shall have the right to sublet the Premises without obtaining the consent of the Landlord, at the Tenant's sole discretion, to persons in need of social service at a rent which may be lower than the rent charged by the Landlord. The Tenant shall ensure that each occupant of the Premise is able to function independently and observe health, safety and emergency procedures or will provide them with appropriate support services.

7. **Termination by Tenant for Cause.** The Tenant may terminate this Lease for just cause upon thirty (30) days' written notice to the Landlord in the event that the Landlord fails to maintain the Premises in a good and substantial state of repair, fit for habitation and complying with all health, safety, housing and maintenance standards as required by the *Residential Tenancies Act, 2006*, as amended, or the Landlord commits any significant breach or default of this Lease

This clause may not be invoked on the basis of any action or negligence made by the Tenant, subtenant, or their Guests.

Prior to invoking this clause, the Tenant must give the Landlord written notice identifying the concern over which Landlord wishes to Terminate and allow the Landlord fourteen (14) days to return the Premises to the appropriate state.

This section shall not be interpreted so as to make Termination of the lease by the Tenant any less onerous than would otherwise be set out under the *Residential Tenancies Act, 2006*, as amended.

**8. Care of Premises.** The Landlord covenants to provide and maintain the Premises in a good state of repair and fit for habitation, and the Tenant agrees to keep the Premises in a reasonable state of cleanliness, to assume all responsibilities for the repair of damages caused by his willful or negligent conduct, or that of persons who are permitted on the Premises by him; and the Tenant further agrees not to make, or carry out any alterations or to decorate, without first obtaining the Landlord's approval in writing.

**9. Property Taxes.** All real property taxes and any municipal fees, levies or charges whatsoever as assessed against the Landlord with respect to the Premises shall be payable by the Landlord.

**10. Entry by Landlord.** The Landlord may enter the Premises and view the state of repair, and shall be entitled to make such repairs and alterations as are required and/or necessary; provided that such entry shall only be made in accordance with the terms and conditions of the *Residential Tenancies Act, 2006*, as amended.

**11. Representations and Warranties.** The Tenant agrees that there was no promise, representation, undertaking or warranty by or binding upon the Landlord with respect to any alteration, remodeling or decorating of or installation of equipment or fixtures in the Premises except such, if any, as is expressly set forth in this lease.

**12. Rules and Regulations.** The Tenant agrees to observe and comply with the Rules and Regulations in Schedule "A", attached hereto, with such variations, modifications, and additions as shall from time to time be made upon notice to the Tenant by the Landlord. The Tenant shall refrain from the doing of any act in the Premises which would in any way create a risk of fire or result in an increase in the rate of fire insurance covering the Building and/or contents and further not to bring or store anything whatsoever therein which would have a like or similar result.

**13. Termination and Vacant Possession.** The Tenant further covenants:

(a) That upon the termination of this lease in accordance with s. 19 herein, to deliver up possession of the Premises to the Landlord or his authorized agent and further to surrender all keys relating to the Premises, entrance doors to the Landlord's Building and any other entrance device to the Premises or to the said building. The Tenant shall provide vacant possession of the Premises upon the termination or expiry of the Lease.

If vacant possession cannot be provided on the termination date due to a subtenant refusing to vacate the premises for any reason, then the term of the lease shall extend to such time as vacant possession can be effected, provided that the Tenant has and continues to make reasonable ongoing efforts to effect vacant possession using all means available.

**14. Delivery Services.** The Tenant acknowledges and agrees that the Landlord shall have the right to limit access to the Building by delivery services where such services are not in the best interests of the Building or its occupants unless necessary for the health and welfare of the tenant or subtenant.

**15. Electrical and Mechanical.** In the event of any breakdown of the electrical, mechanical, heating or plumbing systems, the Landlord will not be liable or responsible for damages, personal discomfort or any illness arising therefrom, but the Landlord will carry out all necessary repairs with reasonable diligence.

**16. Restrictions to be Observed.** Any additional services or amenities provided by the Landlord such as swimming pool, sauna bath, play areas, or others which are for the exclusive use of the tenants and/or those members of their families occupying the

Premises and all the rules and regulations governing the use of same, must be adhered to otherwise the Landlord or his agent may restrict or refuse the use of such services or amenities.

**17. Locks.** The Tenant hereby consents to any alteration made in the locking system or to any change of locks in the Building in which the Premises are located, provided that written notice be given by the Landlord to the Tenant and new keys are provided at no charge to the Tenant.

**18. Enjoyment of Premises.** The Landlord and the Tenant mutually covenant that neither, by their own acts or those of their family, servants, guests or agents will do or permit any act upon the Premises which may in any way be objectionable or injurious to the reputation of the Premises or of either party. Furthermore, the Landlord agrees not to do or cause anything to be done which may be deemed to be unreasonably disturbing to the Tenant. Similarly, the Tenant agrees not to do or cause anything to be done which may be deemed to be unreasonably disturbing to the Landlord or other tenants of the Building.

**19. Notice of Termination of Tenancy.**

(a) If either the Landlord or the Tenant desire to terminate the tenancy at the expiration or end of the Term, the party desiring to terminate the tenancy shall give notice in writing to that effect to the other party in accordance with the provisions of the *Residential Tenancies Act, 2006*, as amended.

(b) After the delivery of such notice of termination by either party, the Landlord shall be entitled to show the Premises to prospective tenants at all reasonable hours.

(c) If neither party delivers such notice of termination to the other, then upon the expiration of the Term, the Tenant shall become a monthly tenant only subject to the terms and conditions as set out and the said monthly rental rate may be increased by the Landlord (at the rate as established in the *Residential Tenancies Act, 2006*) upon giving the Tenant the proper notice of such rental increase.

(d) Any monthly tenancy as may be created under (c) may be terminated by giving notice not less than 60 days before the date the termination is specified to be effective and shall be specified to be effective on the last day of a month of the tenancy; provided that any such notice of termination shall be without prejudice to the Landlord's right to show the Premises to prospective tenants at all reasonable hours after such notice has been delivered.

**20. Breach of Covenant and Remedy.**

Subject to this Agreement, in the event that either party, at any time, is in breach of any covenant contained herein (save and except the covenant to pay rent), the other party shall be obliged to provide written notice of such breach within 30 days from the date that such breach came to the party's attention and shall allow a reasonable period of time to the defaulting party in which to remedy such breach. Where either party fails to provide the other party with the required notice, neither party shall be entitled to a remedy for the alleged breach, save and except the timely payment of Rent

**21. Liability.** Unless resulting from the negligence of the Landlord or its employees and agents, the Landlord shall in no way whatsoever be liable or responsible for any damage, however caused, to any property (including automobiles and contents thereof) belonging to or owned by the Tenant or to any other person while such property is located upon the Premises or anywhere else on the property of the Landlord; Unless resulting from the negligence of the Landlord or its employees and agents, the Landlord shall not in any way whatsoever be responsible or liable for any personal injury or death that may be suffered or sustained by the Tenant, its employee(s), its agents, servants, guests or other invitees who may be upon the Premises or the Building or appurtenances thereto. Subject to the foregoing, all risks of such injury or death shall be assumed by the Tenant who shall hold the Landlord harmless and indemnified therefrom up to the limit of applicable insurance.

**22. Amendment or Waiver.** No amendment or waiver of any part of this lease shall be effective unless same is in writing and attached to or endorsed upon the said lease by the Tenant and the Landlord (or the Landlord's authorized agents, it being specifically

understood and agreed between the parties that the Landlord's janitors or superintendents are NOT authorized agents of the Landlord within the meaning of this clause).

23. **Notices.** Except where otherwise provided by the *Residential Tenancies Act, 2006*, as amended, any notice required or contemplated by any provision of this lease shall be deemed to be sufficiently given if served personally, or deemed to be received within 72 hours of mailing post prepaid in a registered letter addressed to:

**the Landlord:** <Insert Address >

**the Tenant:** <Insert Address >

**the subtenant:** <Insert Address >

24. **Miscellaneous.** This lease and everything contained in it shall extend to and bind and enure to the benefit of the heirs, executors, administrators, successors and assigns (as the case may be) of the parties to it.

25. **Insurance.** The Tenant must have insurance at all times, and all policies shall contain a waiver of subrogation clause in favour of the Landlord. If the Landlord asks for proof of coverage, the Tenant must provide it. It is up to the Tenant to get contents insurance if they want it.

Occupants of the premise must have in place \$1 million General Liability and \$1 million Tenants Legal Liability.

26. **Overlooking and Condoning.** Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non observance nor so as to defeat or affect in any way the rights of the Landlord hereunder in respect of any subsequent default, breach or non observance.

By signing this Agreement, the Landlord and Tenant agree to follow its terms.

**LANDLORD**

\_\_\_\_\_

**Signature**

Witness

**Print Name:** \_\_\_\_\_

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_

\_\_\_\_\_

## Schedule "A"

### Rules and Regulations

1. **Moving of Furniture.** Household furniture and effects shall not be taken into or removed from the Premises except at such times and in such manner as are first approved by the Landlord. No heavy furniture or other objects shall be moved over the floors of the rooms, halls, landings or stairs so as to mark them.
2. **Floors.** Floors shall be kept clean and polished by the tenant at all times, and rugs shall be laid thereon to suppress noise that might disturb neighbouring tenants.
3. **Walls.** The tenant shall not paint, paper or decorate any part of the Premises without first obtaining the consent of the Landlord. Spikes, hooks, nails or screws shall not be inserted in the walls or floors or woodwork of the Premises.
4. **Windows and doors.** All glass, locks, and trimmings upon the doors and windows of the Premises shall be kept whole, and damaged part thereof immediately replaced or repaired to the satisfaction of the Landlord or his agent. Windows shall not be allowed to remain open so as to admit rain or snow or cause injury to the property of other tenants or to the property of the Landlord. Tenants neglecting this rule are to be held responsible for any resulting damage.
5. **Locks.** Additional locks or bolts shall not be placed upon any door of the Premises, and the present locks shall not be altered, without the written consent of the Landlord, which shall be endorsed upon the lease.
6. **Radiators and ventilators.** Air vents attached to radiators shall not be opened. If any radiator or air vent is found out of order from any cause, the janitor shall at once be notified. Any damage to the property of the Landlord or of other tenants caused by neglect of these precautions shall be the responsibility of the Tenant whose radiator has become defective. The tenant shall not tamper with the grills or any part of the mechanical ventilators or any part of the equipment in the building.
7. **Water and water-closets.** Water shall not be left running unless it is in actual use in the Premises or in the laundry attached to the Premises. Water-closets and other water apparatus shall not be used for any purpose except that for which they are constructed. No sweepings, garbage, rags, ashes, or any other similar substances shall be thrown therein. Any damage resulting to the drains from misuse or from unusual or unreasonable use shall be borne by the tenant to whose apartment the damage is traceable.
8. **Electrical installations.** The Landlord or his agents will direct electricians where and how the wires are to be introduced, for telephone service and without such direction drilling or cutting for wires will not be carried on. If a tenant desires to install, add to or alter gas or electric light fittings he must arrange with the Landlord for the necessary connections and no gas pipe or electric wire may be introduced without the authorization in writing of the Landlord. The Tenant shall not install on his Premises additional equipment, additional electrical circuits, or additional electrical or other appliances which may overload existing electrical circuits without the written consent of the Landlord.
9. **Aerials.** A telephone, radio, or television aerial shall not be erected, installed or attached to the Building by the tenant.
10. **Laundry appliances.** No washing or drying machines shall be brought upon the Premises or into the Building without the consent in writing of the Landlord.
11. **Balconies.** Awnings shall not be erected on the outside of the windows or above the balconies of the Premises without the prior written consent of the Landlord. Cleaning utensils, bedding or rugs shall not be shaken or beaten from any window, door or balcony. Barbecuing is not permitted on the balcony, and the balcony shall not be used for storage. In washing balcony floors water shall not be permitted to escape over the sides of the floor. Summer furniture only may be placed on the balcony. Nothing shall be allowed to overhang any window-sill or to project beyond any balcony railing.
12. **Interference from appliances.** The tenant shall not use any electrical appliance or power tool on the Premises so as to interfere with the reception of any radio or

television set or the operation of any power tool or electrical appliance in the Building. If the Landlord informs the tenant that such interference has occurred, the tenant shall discontinue such interference immediately.

13. **Noise.** Noise of any kind which in the opinion of the Landlord may be calculated to disturb the comfort of any other occupant of the Building shall not be made by a tenant, nor shall any noise whatsoever including the playing of any musical instrument be repeated or persisted in after requests to discontinue such noise has been given by the Landlord. Pianos, organs, violins, and other musical instruments shall not be permitted to be played by the tenant in the Premises after eleven o'clock p.m.

14. **Animals.** No animal or bird shall be allowed upon or kept in or upon the Premises without the consent of the Landlord endorsed on this lease.

15. **Fire risks.** The tenant shall not do or permit anything to be done in the Premises, or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance premium on the Building, or on property therein, or which shall obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fires or the regulations of the fire department or with any insurance policy upon the Building, or conflict with any of the rules and ordinances by the Board of Health or with any statute or municipal by-laws.

**Smoking.** Under provincial law, smoking is not allowed in any indoor common areas of the Building.

16. **Garbage.** Tenants shall not place, leave or permit to be placed or left in any common areas of the buildings any debris or refuse. Tenants shall wrap all garbage tightly in paper, tie it, and place it at the curbside on collection day.

17. **Entry, passageways and halls.** The entry, passageways, halls and stairways used in common by the tenants shall not be obstructed by any of the tenants or used by them for any purpose save for ingress to and egress from their premises. Tenants shall not place or allow to be placed in the common halls or passageways of the building any rubbers, boots, or umbrellas.

18. **Storage space.** If storage space is provided by the Landlord for the use of the tenant, the Landlord shall be under no liability for loss, damage, or theft of any of the tenant's goods or chattels stored in the building.

19. **Notices.** Signs, advertisements or notices shall not be inscribed, painted or affixed on any part of the outside of the building, or on the inside of the building.

20. **Parking.** The tenant shall not park his car in any unauthorized area. Any tenant parking his car in an unauthorized area may be charged with the cost of towing it away.

21. **Landscaping.** Tenants, their families and their guests shall not harm, mutilate, destroy or alter the landscaping works attached to the property, including grass, trees, shrubs, hedges, flowers and flower beds.