



community living housing society

Guide to Your Tenancy Agreement



*Applies to All Tenancy Agreements for Subsidized Housing Units Overseen
by both*

*Community Living Society (CLS) and
Community Living Housing Society (CLHS)*

About Our Residential Tenancies

At the Community Living Society (CLS) , we know that the people we serve want to have safe, secure, affordable, and healthy places to live. However, it can be challenging to find housing that works well that people can afford if they want to live independently in community. We know, in the cities where we provide services, rent costs are high. This can stop people from living the life they want. That's why we have some rental units that CLS manages or that are managed under Community Living Housing Society (CLHS) that we make available to the people we support.



What Does this Mean for You?

Our rental units have been set up as a type of housing where the rent you have to pay is based on your income. To be eligible to rent one of these units, you must:

- meet the eligibility requirements for services through Community Living BC;
- or
- meet the eligibility requirements for services through The Applied Brain Injury Program (ABI) through Fraser Health;
- be receiving support services through the Community Living Society or ABI;
- meet income eligibility criteria based on the relevant housing agreement bylaws for the unit.

Making the Most of This Guide



There is a lot to know and to think about when you sign a Residential Tenancy Agreement. We have created this guide because we want to be sure that you understand what you are signing so that you can fully enjoy your new home.



Be sure to talk with others if you do not understand anything in this guide or in your agreement.

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About this Guide

This is not a Legal Document



This Guide has been written to help you understand your legal agreement. PLEASE NOTE that it is a guide only. It cannot provide you with legal advice or replace anything in your Residential Tenancy Agreement. If there are any differences between this Guide and the Agreement, the terms of the Agreement apply. If you need help to understand any of the terms of the Residential Tenancy Agreement, we recommend that you speak to legal aid or a lawyer.

The Different Parts of This Agreement

Our Tenancy Agreement includes all of the following sections.

1. Residential Tenancy Agreement Pages 1-14;
2. Addendum A – Income Declaration of Tenant(s) and Occupants;
3. Addendum B – Additional Occupants;
4. Addendum C – Rent Payment;
5. Addendum D – No Smoking;
6. Addendum E - Crime Free Housing;
7. Addendum F – Building Rules and Regulations;
8. Addendum G – Strata Bylaws and Applicable Housing Covenant;
9. A copy of the Strata Bylaws and Rules and the Strata Property Act Form K – Notice of Tenant's Responsibilities (if the unit is part of a strata only);
10. Addendum H – Pet Policy;
11. Addendum I – Tenant Insurance.



You must agree to all of the sections before you sign the Agreement with us.

Steps We Take Before Signing an Agreement with You

Establishing Eligibility

Before we can explore a Tenancy Agreement with you, our Director or designate will be sure you meet the eligibility requirements for our units.

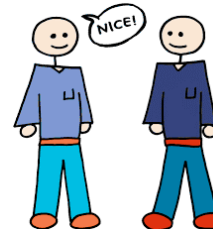
You must:

- ✓ Be an adult over the age of 19;
- ✓ Be eligible for and be receiving support services from the CLS;
- ✓ Be funded through CLBC, or a Health Authority;
- ✓ Meet the income criteria for the unit;
- ✓ Be able to independently manage activities of daily living, your personal care, finances, ordinary household tasks, self administer your medications, or have the support you need in place to manage these activities;
- ✓ Be prepared to meet all Tenant obligations as outlined in the *BC Residential Tenancy Act* and Regulation and in the CLS/CLHS Summary of Rules and Regulations;
- ✓ Have satisfactory reference checks;
- ✓ Have a satisfactory criminal record check;
- ✓ Report any previous nuisance charges or evictions from other living situations.

If you do not have any landlords who can give you a reference, we will provide you with a list of some other types of contacts you may have who know you well who we will accept as references.

Confirming Eligibility Does Not Mean We Have a Unit For You

If you meet eligibility criteria, you are not automatically approved for tenancy. Further rental agreement negotiations are required when a unit is available. **Tenancy assignments are based on mutual compatibility and fit within the available Rental Unit.** Up until you sign a Tenancy Agreement with us, you can change your mind. If we have something available that we think might work for you, you should check it out first. We want you make the right decision. If we do not have any units currently available for you, or you are not interested in the ones available, you will be supported to explore other housing options. We do not have waiting lists.



Deciding if A Unit will Work For You

Before we make a decision about a tenancy, if a Rental Unit is available that we think might work for you, you will be provided an opportunity to see the rental unit and ask any questions about the unit itself or the building/complex where it is located.



Your Support Workers and family/network members can help you make a list of the things that matter to you so you are well informed and can make a good decision.

Our Tenancy Agreement

It is important to know that all rental units in BC are governed by the *Residential Tenancy Act*. When we sign a Tenancy Agreement with you, we must be sure we follow this Act because it protects your rights as a Tenant and our rights as Landlords.

Our Tenancy Agreement is required to include the following sections:

Cover Section

- Who the Agreement is between;
- Location/address of the tenancy;
- Contact Information for all parties.

The Terms of the Agreement

1. Application of the *Residential Tenancy Act*;
2. Length of Tenancy;
3. Rent;
4. Application of Section 49.1 of the *Residential Tenancy Act*;
5. Occupants other than the Tenant;
6. Security Deposit and Pet Damage Deposit;
7. Pets;
8. Condition Inspections;
9. Payment of Rent;
10. Rent Increase;
11. Assign or Sublet
12. Repairs;
13. Occupants and Guests;
14. Locks;



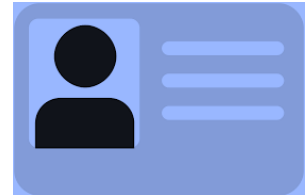
15. Landlord's entry into Rental Unit;
16. Ending the Tenancy;
17. Obligation of Landlord to Provide a Copy of the Tenancy Agreement to the Tenant;
18. Resolution of Disputes;
19. Additional Terms (Including Addendums).

Let's take a walk through the standard terms of this Agreement

Who the Agreement is Between

This section must include the **legal names** of both the Landlord and the Tenants. You will either see **Community Living Society or Community Living Housing Society** listed as the official Landlord for the property.

You must add **your legal name** which will be the name on your official identification such as your *Birth Certificate, Social Insurance Card* or your *BC Provincial ID Card*.



If there is more than 1 Tenant who will be paying for, sharing responsibility, and signing this Agreement for the Rental Unit, all legal names must be included.



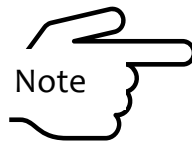
In this first section, you do not need to put the names of everyone who will live in the unit such as your children if you have any. Their names will be included in the *Terms of the Agreement* section.

Address of Place Being Rented to You

This includes the property address and unit number.

Address for Landlord Service

This includes the address and contact information for your main contact for CLS/CLHS. If this contact information changes, we will provide you with updated information.



In this guide, we call Community Living Society, CLS and Community Living Housing Society is called CLHS.

THE TERMS OF THE AGREEMENT

1. Application of the Residential Tenancy Act

As the Landlord, the CLS or CLHS must follow the *Residential Tenancy Act* and cannot go against or change any right or responsibility you have under this Act. We must make sure that all our responsibilities as the landlord and your responsibilities as a Tenant that we write into this Agreement follow the *Residential Tenancy Act* or this Agreement will not be legal. We will review it with you carefully. If you have questions or concerns, you are encouraged to contact a lawyer or the Residential Tenancy Branch for advice.

2. Length of Tenancy

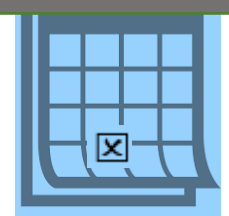
Our tenancies run month to month. This means that we have a start date but there is no official end date to this tenancy. The tenancy and all terms of this tenancy are ongoing unless either the Landlord or the Tenant gives notice to end the tenancy. Please see term # 16 about the requirements for ending a tenancy.

3. Rent

Payment of Rent

This term includes details about how much rent you must pay each month, the date it is due, and what happens if you do not pay the rent on time.

Rent is due



You must pay the rent on time. If the rent is late, we have the right to issue you a *Notice to End Tenancy for Unpaid Rent*. This notice can require you to move out of the unit 10 days or more after we issue the notice. We cannot require you to leave any earlier than 10 days after.

Rental Subsidy

As the Landlord, CLS/CLHS operate as public housing bodies under the *Residential Tenancy Act*. This means your rent is subsidized. The rental rate you pay under this Tenancy Agreement is based on your household income along with the income of all other adults 19 and over who live in the Rental Unit.

If your total household income changes, your monthly rent may need to change. We follow guidelines provided to us under our Agreement with the city where your unit is located.

What is Included in the rent

This term shows what things are included in the rent. Only the items marked with a check ☒ are included with the rent. Our Agreement says:

The Landlord must not terminate or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

You can find out more about this requirement in section 9, Payment of Rent in this guide.

4. Application of Section 49.1 of the Residential Tenancy Act

CLS and CHLS are acting as a “public housing bodies” under specific housing agreement bylaws within the cities where each unit is located. These Agreements

Eligibility Criteria:

- ☒ Income
- ☒ CLS Services

allow us to manage *subsidized housing* units for the people we serve. We cannot rent to anyone. Every Tenant must meet the eligibility criteria before they sign an agreement with us and must continue to meet these criteria while living in the unit or they will have to move out. We require all Tenants to meet specific income criteria and to be actively receiving services

through CLS. Under Section 49.1 of the *Residential Tenancy Act*, we have the right to give you notice to move out of the unit if:

- your income is higher than the amount that qualifies for under the housing agreement bylaw
- and/or if you are no longer accessing CLS Support Services.

This practice allows us to make the Rental Unit available to others in need of housing and support.

What does this mean for you?

- **You must report your income each year** – You are required to provide your landlord with a copy of your income tax statement and the statements of all adults living in the household by April 30th each year.

These will help the Landlord know if your rent can stay the same or if it should go up because your income has gone up or down because your income has gone down.

The Landlord (CLS/CLHS) must follow the annual household income restrictions in the housing agreements/bylaws that govern your Rental Unit.

Don't forget



- ▶ **If your income tax statement shows that your rent has gone up** – CLS/CLHS has to follow the housing agreement/bylaws for your unit. This means if the money you make during the year is 30% higher than when we first set your rent, we may need to:
 - Increase your rent if your income still fits the housing Agreement income guidelines.
 - Give you notice if your income is higher than the housing Agreement allows. If this happens, you are no longer eligible for subsidized housing.

- ▶ **If your income goes down after we have set the rent you have to pay** - If your household income goes down by 30% or more for 3 months or longer after your rent has been confirmed for the year, you can ask the Landlord to review your rate. This might happen if you lose your job or if you have a partner who moves out and is no longer helping with household income. The Landlord will need proof (i.e. your paystubs, a change of address confirmation for a partner no longer living with you). Your CLS Support Worker and personal support network can help you make this request. These types of requests can only be made 2 times per year.



If we have to end your tenancy - We must provide you with at least 2 months written notice if you no longer meet the eligibility criteria for the Rental Unit. Your Tenancy will end the day before the rent is due after termination date. You have the right to apply for dispute resolution through the Residential Tenancy Branch but need to make sure you apply within 15 days of the written notice we give you. We will both have to wait until the arbitrator makes a decision. Our notice to you will be put on hold until this decision.

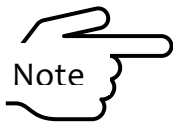
**Notice to
End Your
Tenancy**

5. People (Occupants) Living with You

This term requires that you tell us the names and birthdates of everyone who will be living with you under this Tenancy Agreement even children and youth under the age of 19. We decide the total number of people who can live in each unit. This must meet the requirements of the city building inspector in the city where your unit is located.

The list of the names and ages of the people who will be living in the unit that you include in your Tenancy Agreement is considered approved if we sign the Agreement with you.

When the number of people living in a rental unit is unreasonable, the landlord can serve a One-Month Notice to End Tenancy. RTA 47.1.c



You cannot just let people move in with you. We need to always know the number of people living in the Rental Unit \. You must let us know if there will be any changes in who will be living in the unit and you have to wait until we give our approval in writing before they move in. We have a special form called, *Additional Occupant Request Form* that you will need to complete. We will also need to check the income of this new occupant if they are 19 or over because it could affect how much rent you have to pay, or if you are still eligible to live in the Rental Unit when this new person moves in. Any new adults will need to fill out the same *Declaration of Income* that you completed as part of your application.

This means, if you decide you want to share the unit with a roommate who is not listed or your boyfriend or girlfriend wants to move in, you must get approval from CLS or CLHS BEFORE this person moves in. Their income combined with yours could impact your eligibility for the unit, or the amount you pay. Be sure to check with your Support Worker and family/network members to help you think through your plan to share the tenancy with other income earners and how it might affect you.

Because we will have been providing supports to you throughout your tenancy, we will help you to plan for any situations which might change your eligibility to stay in a unit so you can get prepared.

6. Security and Pet Damage Deposit

Security Deposit

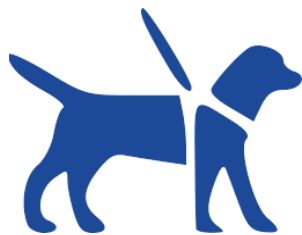
CLS/CLHS requires all Tenants to pay a **security deposit** before moving into a Rental Unit. This deposit is sometimes known as *damage deposit*. The security deposit cannot be more than half of one month's rent and we can charge only one security deposit for each Tenancy Agreement.

Pet Damage Deposit

We have the right to restrict the **size, kind, or number of pets in our Rental Units**. If you have a pet when you move in that we approve as part of this Tenancy Agreement, we will charge you a **pet damage deposit** at the time you move in. This pet damage deposit can be no greater than ½ a month's rent even if we approve you for more than 1 pet.



If you decide you want to get a pet after you move in, you must first get approval from us before moving the pet in or your tenancy may be compromised. If your pet is approved, we will require you to pay a pet damage deposit, no greater than half a month's rent at the current rent value. Before receiving the pet deposit, CLS or CLHS must inspect the rental unit with you, complete a new Condition Inspection Report that we sign and you sign, and provide a copy of the report within 7 days. **The deposit collected can only be used to claim for damages done by a pet.**



Pet damage deposits cannot be charged for animals that are subject to the *Guide Dog and Service Dog Act*.

Return of the Security and Pet Damage Deposits

We keep all deposits in a bank account while you live in the unit. In most cases, when you end your Tenancy in the unit, we will give the full amount of your security deposit (and pet damage deposit if you paid this), plus any interest back to you within 15 days of the end of your Tenancy Agreement (interest is calculated using the calculator on the *Residential Tenancy Branch* website), as long as you have given us an address (your forwarding address) where we can send this money. If we do not have an address, the 15 days does not start until you provide one for us. This means if you do not give us a new address to send your security deposit right away when you leave, you will have to wait longer to get this deposit back. Please be sure to talk with your Support Worker and family/network members or the Landlord if you are not sure where you will be so you can work out a plan.

There may be some situations where CLS/CLHS has a right to keep some of the deposit you paid. The rules for when and how we do this are shown here.

YOU WILL GET THE FULL AMOUNT OF
YOUR DEPOSITS UNLESS



- ✓ You agree in writing to allow us to keep an amount as payment for unpaid rent or damage → We must deduct the agreed amount and pay you the difference if there is any.

OR

- ✓ We apply for dispute resolution under the *Residential Tenancy Act* to claim some or all of the security deposit or pet damage deposit. We have to be able to show proof of damage or unpaid rent. An arbitrator decides.



We have only 15 days from the end of a Tenancy Agreement to apply for dispute resolution or we cannot make a claim. If you haven't given us your forwarding address, the 15 days starts on the date when you give it to us.

If we don't follow these rules, we may have to pay you double the amount of the deposits you gave us.



New Address

Don't Forget – You must give the Landlord a forwarding address in writing to claim all or some of the deposits

7. Pets

CLS/CLHS can decide whether or not to allow pets (except certified service or guide dogs) in our Rental Units. If we decide to approve a pet request, we can restrict the size, kind or number of pets. We can also establish pet-related rules and you must follow those rules.

For information about whether pets are allowed in your building, please read the Building Rules and Regulations attached to this Agreement.

To make sure our units are accessible to people with extra support needs, CLS and CLHS follow the *BC Guide Dog and Service Dog Act* if a Tenant has a dog that has been specifically trained to support them and is certified by the BC Registrar of Guide Dogs and Service Dogs.

If you have a service or guide dog, make sure to let us know

8. Condition Inspections

Condition inspections help protect both CLS/CLHS as the Landlord and you as the Tenant. Condition inspection reports provide a detailed description of the unit's condition before you move in and after the you move out. An inspection report can include pictures.

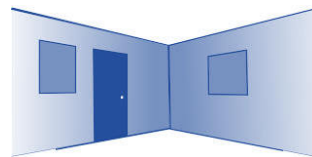
Inspection Reports must be done by the landlord and the Tenant together.

There are two times when a Landlord and Tenant must inspect the condition of the rental unit together:

1. Before you move in at the start of the Tenancy (or when a Tenant acquires a pet if a previous inspection was not done).

2. At the end of the tenancy

The inspection should be done on your move-in and move-out day when the unit is empty so it is easy to see any problems.



The move-out inspection must be done before a new Tenant moves in.

We must work with you to schedule the condition inspection. We will offer one or more dates or times. If these don't work for you, you can suggest some dates and times that might work. If these times don't work for us, we must offer you a second opportunity to do the inspection. We will send you a *Notice of Final Opportunity to Schedule a Condition Inspection*.

If the Tenant or Landlord is unable to attend an inspection, someone else can attend on their behalf to act as their representative. If you will be having someone else attend the inspection for you, you must inform us and provide the name of that representative before the inspection. CLS/CLHS must tell you if there will be someone other than your Landlord attending the inspection and provide you with their name before the inspection.

What Happens at an Inspection?

During the inspection, the Landlord (CLS or CLHS) will fill in a written report of the unit's condition. It will show whether the unit is in perfect or good condition, or if there is any damage such as stains on the rug or holes in the walls. The report can include photographs. We both need to review and sign the completed report and we must give you a completed copy within 7 days of the move-in inspection. Having a record of this information can be useful if there are questions later on about whether a stain or other problem was there before you moved in.

If you review the report and notice a problem that you saw did not get added to the condition inspection report, like scratches on the floor, you should send a written notice to us so we can check it out and add it to the report.

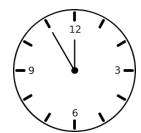
What Happens If Inspections Are Not Done?

- **For CLS/CLHS as the Landlord:** We may lose the right to claim all or part of the security or pet damage deposits if we do not give you the required opportunities to inspect the rental unit with us or if the inspection was completed but we did not give you a copy of the move-out report within 15 days.
- **For you as the Tenant:** You may be denied repayment of your security or pet damage deposit if we offered at least two opportunities for you to participate in the inspection and you did not participate on either occasion and did not send a representative. In these cases, we will still do the inspection and complete the Condition Inspection Report without you.

9. Payment of Rent

You must pay the full amount of your rent on time, except if there is some reason under the *Residential Tenancy Act* (RTA) that allows you to deduct some or all of the rent for a month. You can read about these reasons in the RTA or in resources such as the *Tenant Survival Guide*. We have included links to these at the end of this booklet.

If you do not pay the rent by midnight on the day the rent is due, CLS/CLHS has the right to issue a *10 Day Notice to End Tenancy* to you. You will have 10 days from the time we give you this notice to leave the unit. See Addendum C.



Changes in What Is Included in Your Rent

To protect you, the *Residential Tenancy Act* says that we must not take away or make you pay extra for a service or facility that is already included in the rent.

We can never take away anything that is essential to your use of the rental unit such as ‘heat or light’ or something we both agree is a ‘material’ term which means it is so important that you have the right to end the Agreement if we didn’t make it available and we would have the same right if you didn’t follow the term.

If, for some reason we are unable to make something that is not essential or a material term available to you (such as a parking spot or storage space), we would need to give you 30 days notice and reduce the rent by an amount equivalent to the reduction we make. As an example, if a parking stall cost \$75/month and it was included in the rent but no longer available to us for your use, we would have to reduce the rent by \$75/month. We would also have to give you 30 days notice before we took the stall away from you so you could make a plan about how you want to handle this change. You might decide you want to move or make another arrangement for your car.

Other Details

- When you end your Tenancy with us, if you have given us post-dated cheques, we must return any unused ones to you on or before the last day of your tenancy.
- If you end your tenancy without any notice to us and move somewhere else without telling us where, we will hold any post-dated cheques you have given to us and must send them to you when you provide us with your forwarding address in writing. We will keep them for one year, after which time they will be disposed of.

10. Rent Increases

Our rental rates are based on housing covenants/bylaws in the city where the unit is located. This means that we set our rent according to your income and will increase or reduce your rent when your income changes using the income guidelines for that city. Because we offer this type of rent rather than market rent like most rentals, we are not required to follow the rent increase laws in the *Residential Tenancy Act*:

“Subsidized housing, where rent is directly related to the tenant's income, is not subject to rent increase laws. In these cases, the Residential Tenancy Branch does not have the authority to make decisions on rent increases”.

Source: <http://www.housing.gov.bc.ca/rtb/WebTools/RentIncrease.html>

11. Assign or Sublet

Because our units are subsidized and must follow housing agreements/ bylaws, you may not sublet the unit to someone else. This means that, no one but you can live in the unit as the Tenant under this Agreement. No one can take your place as the Tenant. When you decide to move out or your Tenancy ends, you cannot assign the Rental Unit to someone else to become the new Tenant. CLS/CLHS is responsible for making sure units are made available to eligible applicants following all the steps you had to follow when you applied for your unit. We will take charge of assigning your unit when you leave.

12. Repairs

Taking care of your Rental Unit is an important part of our tenancy agreement. CLS/CLHS, as the Landlord, and you as the Tenant, both have responsibilities.



Our Responsibilities

CLS/CLHS are responsible to:

- Make sure the building and property meet health, safety, and housing standards.
- Keep the building and property in a condition that makes the building reasonably comfortable for you to live in.
- Oversee repairs to correct problems.
- Make sure emergency contact information is posted in a visible place in the building or provide you with that information in writing so you know who to call in a building emergency (such as a flood in your unit).



Emergency
Numbers

Your Responsibilities

As a Tenant, you are responsible to:

- Keep the rental unit in a condition that meets health and cleanliness standards.
- Repair any damage that you, your guests or pets cause, even if it is an accident → You do not have to do this yourself but you need to take responsibility for the repair (including any costs involved).
- Contact the landlord as soon as possible if a repair is needed:
 - All repairs required must be reported to the Landlord so we can make sure that they get done and don't cause further damage such as a leaky tap or flooring that has come loose, etc.
 - If damage caused by you, your guests or pets could affect the health and safety of anyone in the unit or outside the unit, you must report it to the Landlord right away.



If you are not meeting one or more of these responsibilities we will talk with you and set a timeline that is reasonable for you to make sure you are meeting them. If you still don't meet the responsibilities we have discussed with you, we have the right to apply for dispute resolution under the *Residential Tenancy Act* which may require you to pay for the cost of repairs or allow us to serve a notice to end your tenancy, or both.

You are not responsible for normal wear and tear that happens as part of living in your unit.
If you are unsure who is responsible, be sure to check in with us.

Emergency Repairs

Repairs are an emergency only if the health or safety of the tenant is in danger, or if the building or property is at risk. Examples of repairs that are an emergency are:

- major leaks in pipes or the roof;
- damaged or blocked water or sewer pipes or plumbing fixtures;
- primary heating system issues;
- damaged or defective locks that give access to a rental unit;
- or
- electrical systems issues.



As the Landlord, CLS/CLHS must make sure you have up to date emergency contact numbers in case you have to report an emergency repair.

You must follow these steps to make sure emergency repairs get done:

- ✓ Make at least two attempts to telephone the emergency contact numbers, and then give us reasonable time to complete the repairs.
- ✓ If you can't make contact, and the repairs are still needed, you can call someone to make the repairs for you such as a plumber or repair person. If you pay for this repair, you must keep copies of the receipts showing details of the repair and give these to CLS/CLHS so we can pay you back.
- ✓ If we contact you after you already have someone fixing the problem, we can take over the repair and any payments required.



Make sure
to leave a
message

13. Occupants and Guests

Our goal is to make it possible for you to live a good life in community with family and friends. As a Landlord, CLS/CLHS must follow the *Residential Tenancy Act* and cannot stop you from having guests under reasonable circumstances in the rental unit. This means we cannot:

- Make rules or restrictions on when or who you have as guests. Your guests will still have to follow the building rules and our smoking and crime free addendum like you do.
- Require or accept any extra charge for daytime visits or overnight accommodation of guests.

Reminder

If the number of people living in the rental unit is unreasonable, the Landlord may discuss the issue with the Tenant and may serve a *Notice to End a Tenancy*. Disputes regarding the notice may be resolved through dispute resolution under the *Residential Tenancy Act*.

14. Locks

Our Responsibility



CLS/CLHS cannot change the locks or other means of access to the **building or property** where your rental unit is located unless we notify you and provide you with new keys or other ways to access. This includes any shared areas you have access to in the building. As an example, if a new security system is installed in the building, we must make sure you know about it, know how to use it, and have any special keys or devices needed to use it.

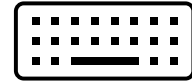
We would also have to do this if the locks to the storage area or anywhere else you have access is changed.



If we want to change the locks or the way you access **your rental unit** for any reason, we must first get your agreement and then provide you with new keys or code or other means of access.

Your Responsibility

As a Tenant, you cannot change the keys, locks or other means of access to the **building or property** (or any shared parts of the building such as the storage room, parking or laundry areas) or to **your rental unit** unless you have written agreement from us, or an arbitrator has ordered the change. You must provide us with new keys or means of access to any changed locks or your tenancy may be compromised.



Door code

15. Landlord's Entry into Your Rental Unit

CLS/CLHS has a responsibility to respect your quiet enjoyment of your home, your right to privacy and exclusive access to your Rental Unit, and your right to be free from unreasonable disturbances while you live in our unit. Because we manage the rental unit and need to make sure it is in good repair, we may need to come into the unit to fix things or to do routine inspections. We must be sure to follow these steps before we come:

- Provide you with at least 24 hours and not more than 30 days of notice in writing before entering the unit. This notice must include:
 - the purpose for entering, which must be reasonable, and
 - the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless you agree to other times.

Note

We have the right to enter the unit in special circumstances when:

- there is an emergency and we need to get in to protect life or property.
- you give us permission to enter at the time of entry or not more than 30 days before the entry.
- you have not given us permission to enter your unit; however, maintenance needs to be performed and we have provided you with the date and time this will be completed with at least 24 hours and not more than 30 days of notice. writing

As a landlord, CLS/CLHS has the right to enter any common areas that are shared with others like hallways, courtyards and laundry facilities, at any time without giving you or other Tenants notice.

Routine Inspections

To be sure our Rental Units remain safe and in good repair, *Addendum F Building Rules and Regulations* includes CLS/CLHS responsibility to do routine inspections on each unit every 6 months (semi-annually). We will be sure to follow the guidelines above which means we will give you 24 hours notice before we plan to complete our inspection. This inspection may require you to complete some tasks to maintain the condition of the unit. We will work with you to help you meet these expectations.

16. Ending the Tenancy

If You Want to End the Tenancy

You must give us at least 1 month of notice to end your Tenancy Agreement. This notice must be given to us by the day before the rent is due in the month before you want to leave. For instance, if rent is due on the 1st of each month and you want to end your tenancy at the end of May (before your rent is due for June), we must **receive** your written notice by April 30th.



If you will not be giving us the written notice in person, you have to remember to send it to us so we get it on time. Mail may take longer than you think.

Make sure it gets to us on time!!!

Your Written Notice Should Include

- ✓ the address of the rental unit
- ✓ the date the tenancy is to end
- ✓ your signature and the date when you signed it

If you do not get your notice to us on time, you will have to pay the next month's rent even if you are not living there anymore.

NOTE: If you are ending the Tenancy because CLS/CLHS has breached a 'material' term of the tenancy (something we both agreed was so important we could break the lease if it is breached), you must also include the specific grounds for ending the tenancy.

Other Reasons for Ending a Tenancy

Our Tenancy Agreement is a legal contract. This means we must both follow the Agreement we signed and all the terms in it. If either party, CLS/CLHS, as the landlord or you as the Tenant does not follow the terms, the other party may have grounds under the *Residential Tenancy Act* to end the tenancy and/or can apply for dispute resolution with the *Residential Tenancy Branch*. After reviewing the dispute, the *Residential Tenancy Branch* may order an end to the tenancy.

We may decide together to end the tenancy. We can do this at anytime as long as we (Landlord and Tenant) both agree to it.

When We Give Notice to You:

If CLS/CLHS has reason to give notice to you to end the tenancy, we must provide 2 month's written notice unless there are specific timelines in the *Residential Tenancy Act* that require a different notice period based on why we are ending the tenancy.



Please note that our intention in supporting you in one of our units is to work with you so you can be successful managing your responsibilities as a Tenant. As long as you are willing to work with us to support your success, we will do our best to help you address any issues that might arise so that we can avoid any of the reasons listed below for ending a tenancy with you.

Some of the reasons we may end the tenancy include:

You, as the Tenant:

- No longer meet the eligibility criteria for this affordable housing unit (*your income is too high or you no longer receive our Support Services*);
- Have not paid the security deposit or pet damage deposit within 30 days of the date of entering into a Tenancy Agreement;
- Are repeatedly late paying rent;
- Have broken a material term and have not complied after receiving written notice from us;
- Knowingly gave false information about the Rental Unit or building to someone interested in renting a unit or buying the building;
- Assigned or sublet the Rental Unit without the Landlord's consent;
- Have not complied within 30 days of receiving a Residential Tenancy Branch order;
- Have exceeded the number of eligible occupants permitted in the Rental Unit under our Tenancy Agreement or have an unreasonable number of occupants living in the Rental Unit.

You, your guests or pets have:

- Caused extraordinary damage or put CLS/CLHS's property at significant risk;
- Damaged property over and above reasonable wear and tear and have not made repairs within a reasonable period;
- Seriously jeopardized the safety or rights of the Landlord or another occupant;
- Significantly interfered with or unreasonably disturbed the Landlord or another occupant;
- Done something to upset the quiet enjoyment, security, safety or physical well-being of other occupants;
- Engaged in illegal activity that has caused or is likely to cause damage to the Rental Unit;
- Jeopardized a lawful right or interest of the Landlord or other occupants.

Leaving the Rental Unit at the End of the Tenancy

The *Residential Tenancy Act* states that the Tenant must vacate the Rental Unit property by 1 p.m. on the day the tenancy ends, unless the Landlord and Tenant otherwise agree. We will make sure to include the time we agree to in our notice.

17. Our Obligation to Give You a Copy of Your Tenancy Agreement

CLS/CLHS must provide you a copy of your tenancy agreement as soon as possible after we both sign it. We must make sure you have a copy within 21 days of the start of the tenancy. Our practice is to give it to you before or on the day you move in according to your preference.

18. Dispute Resolution

Both you as the Tenant and CLS or CLHS as the Landlord have the right to apply for dispute resolution under the *Residential Tenancy Act*. We hope that we are able to work together well so that there is no need for either of us to apply for this support but want you to know that this option is available to both parties under the Act.

19. Additional Terms (Including Addendums)

We have added some additional terms to this Agreement to support our focus on providing Tenants with safe, secure and affordable housing.

Terms

1. **You Must Continue to meet our Eligibility Requirements** – Even after you have moved into your unit, you must continue to meet our current eligibility requirements in order for you to stay in this unit. If there is any change in your total household income (including the combined income of others living in the rental unit), or in your use of CLS support services could result in a change in the rental rate and/or termination of this Tenancy Agreement.
2. **You Must Have Tenant Insurance** – This term has been included to protect you as a Tenant. CLS and CLHS will set this insurance up for you. This insurance must be in your name. The cost will be taken from your bank account each month. The cost of your insurance is in addition to the rent you pay to us each month.
3. **You Can ONLY Use the Rental Unit for Living In** – It is a term of this Agreement that the Rental Unit cannot be used for any business or service operations. This means you cannot use the Rental Unit to make money such as operating an “air b and b”, providing a child-minding service, or selling products to customers. If you are thinking about self-employment, talk with your Support Worker about how this might impact your Tenancy Agreement.

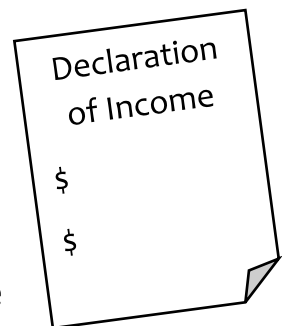
4. **You Must Have Written Permission to Have Pets** – You cannot have a pet in your Rental Unit unless it has been approved in writing by CLS or CLHS. Please be sure to check in the Building Rules and Regulations included as part of your Tenancy Agreement so you know if the tenancy allows pets and what restrictions, or other rules might be in place for pet ownership in this tenancy. If you have a trained and certified Service or Guide Dog, be sure to talk with us so we can follow the BC *Guide Dog and Service Dog Act*.

Addendums

Your agreement will have a section at the end that lists all the addendums you must follow. These will have a check beside them to show they are part of your Agreement.

Addendum A. Declaration of Income of Tenant(s) and Occupants
Addendum B. Additional Occupants Addendum
Addendum C. Rent Payment Addendum
Direct Payment Authorization Form
Direct Payment Authorization Form – Tenant Insurance
Addendum D. No Smoking Addendum
Addendum E. Crime Free Housing Addendum
Addendum F. Building Rules and Regulations Addendum
Addendum G. Strata Bylaws and Applicable Housing Covenant
Addendum H. Pet Policy
Addendum I. Tenant Insurance

Addendum A – Income Declaration – Because we are providing this unit to you under our *Housing Covenants* with the city where your unit is located, we must verify the income of all occupants who will be living in the unit. These declarations are legal documents. You must complete these accurately to avoid any concerns of fraud or false representation. If you are having difficulty completing this form, be sure to tell us so we can make sure you get the support you need to complete it accurately.



Addendum B– Additional Occupants – This Addendum has been added to your Agreement so, if you were not able to add all the names of the people living in your unit into the agreement, you can add them here. Just like the names on the agreement, you must use people’s full legal names. You do not need to add the names of everyone you already added to the Agreement just any extras. If there are no names to add here, CLS/CLHS will mark it and have you sign it so we all know the Agreement does not include any more people.



Addendum C– Rent Payment – This Addendum outlines the method of payment you have chosen so we make sure you pay the rent on time each month. If you are on PWD, you can sign to have the payment sent directly to us. If you are paying from your personal account each month, we will set up an automatic direct deposit with you so the funds get to us on time each month. To do this, we will ask you to complete the form, *Direct Payment Authorization Form*. This must be completed before you begin your Tenancy. Remember, you are responsible for making sure you have enough money in your bank account to cover the rent each month.

Addendum D– No Smoking You must read and sign this form to show that you agree to follow the no smoking rules. If no designated area for smoking is included on this form, there is no smoking on the property indoors or outside (even in your unit or on your balcony). Smoking includes smoking of any combustible material no matter how it is done i.e., vaping (sometimes called e-cigarettes, e-pipes, e-cigars, or e-hookahs). If you do not follow this rule, it is grounds for ending the tenancy with you. If you are a smoker, you will want to read this Addendum carefully and talk with your Support Worker and family/network members about how you might manage this term of your Tenancy. This term applies to you and everyone living in or visiting your Rental Unit. You will need to have plans in place if your friends or family want to smoke when visiting with you.



Addendum E – Crime Free Housing – We want to make sure our Rental Units offer



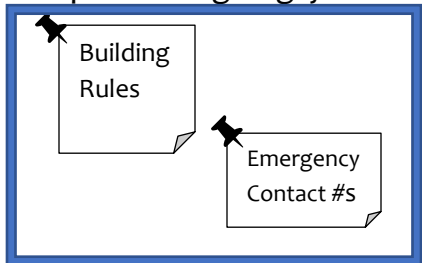
safe and secure housing for everyone. You must review, initial beside each type of activity you are not allowed to do, and then sign the bottom of this Addendum to show that you understand these terms. These terms apply to you and everyone living in or visiting your Rental Unit. As the Tenant you are responsible for their behaviour. If you are worried

about anyone in your circle or people who know you and might drop by who might cause problems for you, it will be important for you to let us know as soon as possible so we can support you. Be sure to talk with your Support Worker and family/network members about any questions you have.

You should also know that CLS/CLHS, as the Landlord, has the right to gather more information about any incident where the police have been called to the Rental Unit or property about anything involving you or the people who visit or live with you. We do this to be sure that the safety and security of other people enjoying this property are not at risk. We have the right to evict you if you have not followed the terms in this Addendum, even if you only do it once. Please take time to go over this Addendum carefully and talk with your Support Worker and your family/network members to make sure you understand and can avoid possible problems that could mean we have to evict you from this Rental Unit.

Addendum F - Building Rules and Regulations – Your Tenancy Agreement includes specific rules and regulations that apply to our units in the buildings where they are located. These rules provide details about shared space in the building such as laundry, storage, garbage and recycling requirements. It also talks about the routine inspections we do on each unit every 6 months that may require you to complete some tasks to maintain the condition of the unit. We will work with you to help you meet these expectations.

As part of signing your Tenancy Agreement with us, you must read and sign to



confirm your agreement to follow the *Building Rules and Regulations* for your unit. We will attach a copy to your Agreement. It is a good idea to keep a copy of these rules somewhere handy so you can be sure to follow them. Remember you must make sure everyone in your Rental Unit and your guests follow these rules and regulations too.

Addendum G – Strata By-Laws and Applicable Housing Covenant – There are 2 parts to this final Addendum.

Part 1 - Housing Covenants

All of our subsidized housing units have a housing covenant/agreement that we must follow in order to meet subsidized housing requirements. These Covenants are not all the same. We will talk with you about the requirements we have to follow for your specific Rental Unit. You must meet these requirements in order to qualify for and remain in the Rental Unit. If you don't follow these, we will have to evict you because we have to follow the Covenant rules too.

We have already talked about some of these requirements in other sections of this guide so will just provide a quick review here:

- You must let us know if anything changes that might affect your right to live in the Rental Unit including:
 - if your household income increases to more than the housing covenant allows... you should always tell us when your household income changes and we can let you know if it will affect your rent or your eligibility for the unit,
 - if you, as the Tenant, stop accessing or no longer qualify for CLS Support Services.
- You must not allow more people than we have agreed to live in your Rental Unit – we make sure that we do not allow you to have more people than have been allowed by the building inspector in the City where your Rental Unit is located. If you choose to have more people living there and don't tell us, we will have to evict you.
- You must not leave the Rental Unit empty with no one living there for more than 3 months. This is called abandonment.
- You must not sublease or assign the rental unit to someone else. See more detail in Section 11.
- You must make sure everyone who lives in your Rental Unit has been named in your Tenancy Agreement. CLS/CHLS must approve and add any new household members to your Agreement with us. If you have someone come to stay with you, they cannot stay more than 30 days in a row and the total number of days they stay cannot be more than 45 days in a year. If they stay longer, we could evict you if you do not tell us.

There are also some requirements in a Housing Covenant that we haven't talked about yet in this guide:

1. **Exchange of Agreement and some Personal Information with City Officials if Required:** In some cases, the Housing Covenant for your unit may require CLS or CLHS to provide the City with a copy of your Tenancy Agreement with us and any personal information about you (including your name, address, employer, and income). Your signature on the bottom of this Addendum G gives us permission to provide this information to them. The Housing Covenant will limit how they can use this information.
2. **Possible City Inspections of the Unit:** The Housing Covenant may require the City to inspect your rental unit. If this is required, CLS/CLHS will give you notice of these inspections according to s. 15 of the Tenancy Agreement. You must cooperate to allow for these inspections.

If you have questions about the Housing Covenant governing your unit, please check in with the Landlord for your unit and/or with your CLS Support Worker.

Part 2 - Strata Bylaws and Rules

If your unit is in a building that has a Strata, we will provide you with a copy of the Strata rules that you must follow. The strata rules will be attached to your tenancy agreement with us and must be followed.

Addendum H – Pet Policy

The Landlord must be aware of, and agree to any pets in the unit, before the pet moves in. We have the right to say “no” to any pets. Addendum H will explain our policy on pets and what you will need to do and be aware of if you want to have a pet in your you move in.



Addendum I – Tenant Insurance

CLS and CLHS will set this insurance up for you. This insurance must be in your name. The cost will be taken from your bank account each month. The cost of your insurance is in addition to the rent you pay to us each month. Addendum I will explain this and will give us permission to set this up for you.

The End

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Resources

Residential Tenancy Act –

http://www.bclaws.ca/civix/document/id/complete/statreg/02078_01

Residential Tenancy Act FAQ - Some helpful tips and answers to some frequently asked questions

<https://tenants.bc.ca/>

Guide Dog and Service Dog Act

<http://www.bclaws.ca/civix/document/id/lc/statreg/15017>

Tenant Survival Guide

https://wiki.clicklaw.bc.ca/index.php/Tenant_Survival_Guide

Important

This Guide was printed on October 26, 2023.

Please note that contents may have changed and the most recent copy of this Handbook should be referenced on our Resource Portal on the CLS website.

<https://www.communitylivingsociety.ca/portfolio-items/important-information-about-cls/>



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