



Residential Lease Apartment Buildings

The Tenancy created by this Lease is governed by the Residential Tenancies Act. Should there be a conflict between this Lease and the Act, the Act shall prevail.

BETWEEN:

Green Acres Foundation, the “Landlord”

- and -

_____ **the “Tenant(s)”**

1. Premises and Nature of Lease

The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord, the premises municipally/legally know as:

_____, _____
(Suite) (Street Address)

(City, Province)

(Postal Code)

(the “Premises”). The term “Premises” means the place occupied by the Tenant and includes where the context permits, the common areas and all other parts of the above described location. The Tenant acknowledges that the Landlord is prepared to rent the Premises to the Tenant provided that:

- a. the Premises is subsidized housing accommodation under a public housing program of the Province of Alberta administered by the Landlord as an agent for the Province;
- b. the Tenant has supplied accurate income and household information with the application and will continue to do so as required under this lease.

2. Term (month-to-month)

The term of this lease is from the _____ day of _____, 20____ (the “starting date”) to the last day of the same month and continuing on a month-to-month basis thereafter.

3. Rent

3.1 At the starting date of this lease, the Tenant will pay the Landlord rent of \$_____ on or before the first day of every month for the duration of this lease.

3.2 If the Tenant takes possession of the Premises before the starting date, the Tenant will pay the Landlord \$_____, covering the period from the _____ day of _____, 20____ to the starting date.

3.3 Rent for the Premises is based on the Tenant’s gross household income. It is calculated by multiplying a percentage figure set by the Province (currently 30%) by the gross household income of the Tenant. The gross household income is determined using line 150 of the Tenant’s Income Tax Return and corresponding Notice of Assessment. *The Tenant acknowledges that the method of calculation was explained to and understood by the Tenant.*

3.4 If the Province increases the percentage figure used to calculate rent for the Premises, the Tenant will be provided with written notice according to the provisions of the Residential Tenancies Act, R.S.A. 1980, CH. R-15.2 (the “Act”) as amended, and its Regulations.

3.5 Recalculation and Additional Rent:

The Landlord will recalculate the Tenant’s rent if any of the changes listed in Article 7.9 occur. An adjustment of the Tenant’s rent will become effective on the first of the month following the month in which notice of the adjustment is sent to the Tenant. If a recalculation of the Tenant’s rent results in additional amounts owing for any period of this Tenancy since the starting date, the Landlord may, among other remedies in the Act, demand prompt payment from the Tenant.

3.6 Monthly payments shall be paid by automatic withdrawal on the first business day of each month. At the time this Lease is signed, the Tenant is required to provide a “VOID” cheque.

3.7 Rental Refunds:

The Landlord will not provide refunds of any portion of the monthly rent.

4. Appliances, Utilities and Services

4.1 The Landlord agrees to provide for Tenant use of the items checked below:

Refrigerator Make _____ Model No. _____
Serial No. _____

Stove Make _____ Model No. _____
Serial No. _____

4.2 The charges for the following utilities and services checked below are the responsibility of the Tenant:

Telephone Electricity Cable Parking _____

4.3 If use of any of these utilities and services is individually metered, the Tenant will promptly pay charges to the proper authority.

4.4 If use of any of these utilities and services is shared with other Tenants and is recorded by one central meter, the Tenant will promptly pay pro-rated charges to the proper authority.

4.5 If the Tenant fails to make payment for any of these charges and the Landlord is required to make payment on the Tenant's behalf, such payment, together with any administrative fee or charge to which the Landlord is entitled under this Lease, becomes a debt owed by the Tenant to the Landlord.

5. Move-in/Move-out Inspection Report

5.1 A move-in/move-out inspection report will be completed by the Landlord and signed by the Tenant within one week before or after a Tenant moves in and within one week before or after a Tenant moves out.

5.2 The Premises should be vacant when the inspections take place, unless the Landlord and Tenant agree otherwise.

5.3 The Landlord and Tenant should inspect the Premises together. They should write down the condition of the Premises and any damages such as scratches or burns.

- 5.4** Both parties must sign the inspection report upon move in and move out.
- 5.5** The Landlord must give the Tenant a copy of the move in/move out inspection reports upon completion.

6. Termination of Lease

6.1 Termination by Tenant:

The Tenant may end this Lease by giving the Landlord notice in writing on or before the first day of a tenancy month to be effective on the last day of that tenancy month. The Tenant will be responsible for any expense or loss incurred by the Landlord because of the Tenant's failure to vacate the Premises promptly at the conclusion of the Lease term.

6.2 Termination by Landlord:

The Landlord may end this Lease for the reasons and in the manner specified in the Act and Regulations summarized as follows:

- a. by giving the Tenant 14 full days written notice that the tenancy is being ended because the Tenant has committed a substantial breach of this Lease, as that breach relates to the Premises. "Substantial breach" means any of the following:
 - i) failure to pay rent when due;
 - ii) interfering in any significant manner with the rights of either the Landlord or other Tenants;
 - iii) performing illegal acts or carrying on an illegal trade, business or occupation;
 - iv) endangering persons or property;
 - v) failure to maintain the Premises in a reasonably clean condition;
 - vi) failure to vacate the Premises by 12:00 p.m. on the last day of the tenancy;
 - vii) failure to provide Green Acres Foundation with financial information necessary for rental calculation by the date specified;
- b. by giving the Tenant at least 48 hours written notice that the tenancy is being ended because the Tenant has:
 - i) physically assaulted the Landlord or other Tenants; or
 - ii) committed or permitted significant damage to the Premises.
- c. by giving the Tenant the minimum written notice required for the other reasons in the Act or Regulations.

- d. Tenants who refuse to abide by the Terms and Conditions as outlined in Section 9 may be served with a 30-day notice to vacate.
- e. Tenants must meet the eligibility criteria specified for Green Acres Foundation apartment buildings. Tenants who experience a change in their health that affects their independence will be required to have a medical assessment completed by a physician. Green Acres Foundation, at their sole discretion may serve a Tenant with a 14-day notice to vacate should they no longer meet the eligibility requirements for a self-contained apartment.
- f. Should a Tenant be served with a notice to vacate, it will be the responsibility of the Tenant to make alternate living arrangements. It is not the responsibility of the Landlord to find appropriate or suitable accommodations for the Tenant. Upon vacating, it is the responsibility of the Tenant to ensure that all personal effects are removed from the Premises.

7. Tenant's Obligations

The Tenant agrees to honour the following obligations:

7.1 Rent:

To pay rent according to Article 3 of this Lease.

7.2 Other Charges:

To pay all other charges set out in this Article 7 and in Article 4, such as any bank, collection or administrative charges incurred by the Landlord when making a payment on behalf of the Tenant.

7.3 Subletting:

Not to assign or sublease this Tenancy without the written consent of the Landlord.

7.4 Maintenance Costs:

Be responsible for keeping the Premises and appliances clean and in good condition, and for the cost of clearing plugged toilets, sinks, and drains. The Tenant will also be responsible for replacing all light bulbs and tubes in the Premises.

To provide due care and attention to the Landlord's furnishings and appliances. Any repairs or replacement required for damaged items, over and above what is deemed normal wear and tear, will be at the expense of the Tenant.

7.5 Aid in Maintenance:

To co-operate with the Landlord in the care and maintenance of the Premises. The Tenant will promptly report to the Landlord any accident, break or defect in the water, heating or electrical systems, or any other loss or damage to the Premises.

7.6 Insurance:

To be responsible for obtaining insurance for their personal property as well as maintaining adequate general liability insurance to cover legal claims against the Tenant or damage to the Premises caused through the fault of the Tenant, members of the Tenant's household or guests or invitees of the Tenant. A copy of the insurance policy must be provided to the Landlord. Should the Tenant have insufficient insurance, the Tenant assumes all financial responsibility for any legal claims against the Tenant or damage to the Premises caused through the fault of the Tenant, members of the Tenant's household or guests or invitees of the Tenant.

7.7 Indemnity:

Repay and not hold the Landlord, its employees and agents, responsible for any claims, demands, actions and costs that may arise out of any act or omission of the Tenant, members of the Tenant's household or guests or invitees of the Tenant in the performance of this Lease.

7.8 Tenant Information and Undertakings:

Understand that eligibility for housing, accommodation type and rent calculation throughout the Tenancy will be based on information that the Tenant supplied on the application and annual updates. This information consists of Tenant's gross household income and Tenant's medical condition which the Tenant agrees to keep current at all times by:

- a. submitting a current Income Tax Return and corresponding Notice of Assessment from Revenue Canada on an annual basis by July 1 as requested by the Landlord;
- b. notifying the Landlord in writing within 15 days of any change in the Tenant information; and
- c. submitting a medical assessment completed by a physician to the Landlord upon request.

Tenant information is subject to verification by the Landlord and will be kept confidential.

7.9 Changes in Tenant Information:

Report any changes in the Tenant's household income which may result in an adjustment to rent. Such changes could include, among others:

- a. an increase or decrease in the number of adults residing in the Premises;
- b. receipt of social assistance; or
- c. withheld or incorrect Tenant information.

The Landlord has the right in its absolute discretion to decide all issues relating to eligibility for housing and calculation of rent. These include whether the Tenant has reported Tenant information; whether there has been an increase in the number of adults residing in the Premises; and whether Tenant information has been withheld or is incorrect.

7.10 Notice Requirement:

To provide a minimum of one (1) calendar month's notice, in advance of the first day of the month, when a Tenant moves out. Written notice is to be given to the Landlord at the Green Acres Foundation Administration office.

7.11 Surrender of Premises:

At the conclusion of the Lease term, the Tenant will leave the Premises in the same condition it was in at the starting date, except for normal wear and tear as defined in the Act.

7.12 Comply with Rules:

To abide by the Terms and Conditions as contained in Section 9. The Tenant and the Tenant's guests and invitees are also bound by these Terms and Conditions. The Terms and Conditions may be changed or updated as required without the consent or approval of the Tenant.

8. Statutory Provisions

8.1 Entry by Landlord With Consent:

The Landlord may enter the Premises with the consent of either the Tenant or any adult person lawfully in the Premises.

8.2 Entry by Landlord Without Consent:

The Landlord may enter the Premises without the consent of or notice to the Tenant if there is reason to believe that:

- a. an emergency requires entry into the Premises; or
- b. the Tenant has abandoned the Premises.

8.3 Special Entry:

The Landlord may enter the Premises according to the Act without the consent of the Tenant after giving the Tenant 24 hours written notice stating the approximate time of entry:

- a. to inspect the state of repair of the Premises;
- b. to make repairs to the Premises;
- c. to show the Premises to interested purchasers; or

- d. to show the Premises to interested applicants after the Landlord or Tenant has served notice of ending this Tenancy according to this Lease.

9. Terms and Conditions

9.1 Ongoing Eligibility:

A medical report is included with the application for tenancy. The Tenant acknowledges that the Premises are intended for independent senior citizens. As such, the Landlord reserves the right to request the Tenant to provide a Green Acres Foundation medical assessment form completed by a physician at any time during the tenancy to determine continued eligibility.

9.2 Clean Condition of Premises:

The Tenant must keep the Premises' entrances, walks, yards and garbage disposal area clean and tidy at all times, and free of all objectionable material. All garbage is to be placed in plastic garbage bags and tied before disposing into the garbage area.

9.3 Security:

For the security of the Tenant and others in the Premises, the Tenant must ensure that they only admit guests to the facility that they are acquainted with.

9.4 Modifications:

No modifications, alterations, installation of air conditioners or other equipment, painting, papering or redecoration of the Premises may be done by the Tenant without the written consent of the Landlord. Should consent be granted, a damage waiver form must be completed. Additionally, if any alterations, additions or improvements are made, the installation of same must be approved by the Landlord and provided by a journeyman tradesman. The Premises must be returned to its former state and condition, unless the Landlord agrees such alterations, additions or improvements may remain and at which time will become the property of the Landlord without any cost to the Landlord or obligation to the Tenant.

9.5 Décor:

The Tenant is limited to the décor of their own Suite and is not permitted to hang pictures or place other decorations in hallways or common areas of the Premises.

The Tenant may not drive nails into or otherwise mutilate the walls and doors of the Premises. Proper picture hooks, not the tape-tabbed types are acceptable. Pictures and/or decorations may only be hung within the Tenant's Suite.

9.6 Windows:

The Tenant must not shake, clean or hang any laundry, rugs, mats, cloths, bedding, etc., from windows or landings.

9.7 Water:

Water must not be left running unless in actual use. To prevent flooding, shower curtains must be put inside the bathtub. The Tenant shall be responsible for any damage caused by water left on.

9.8 Wiring and Electrical:

No wires, electric lights, television or radio connections are to be added to the Premises. The position of any existing wires must not be altered. Tenants may use a 60-watt light bulb except in the kitchen where 60 or 100-watt bulbs are permitted. The telephone must remain only in the location provided in the Premises. No radio or T.V. antenna, satellite dishes, and/or towers may be installed on the Premises without the written consent of the Landlord and a damage waiver form completed.

9.9 Weather Damage:

The Tenant will be responsible for damage to plumbing by freezing, or to floors or walls by rain, if windows are left open.

9.10 Maintenance:

The Tenant agrees to immediately report all damages that may occur to the Landlord. Any maintenance problems should be promptly reported to the building staff.

9.11 Fire & Safety:

The Tenant must obey all health, fire and police regulations of the Province and/or Municipality. Fire and safety regulations are posted within the facility and must be followed accordingly. This includes the participation in regular fire drills. In case of emergency, there is an emergency contact number posted within the building.

9.12 Combustibles:

No combustible material or flammable liquid may be kept on the Premises except in small quantities and in approved containers.

9.13 Animals:

No pets will be permitted on any part of the Premises.

9.14 Parking:

If parking facilities are used, the Tenant does so at his/her own risk and is required to park in the stall assigned to the Tenant. Unlicensed or inoperable vehicles parked on the Landlord's property will be removed at the Tenant's expense.

9.15 Signs:

The Tenant must not place or allow to be placed any signs for advertising purposes, placards or notices either inside or outside the Premises.

9.16 Noise and Disturbances:

The Tenant must not do or permit to be done in the Premises anything that is likely to disturb or be a nuisance to the other tenants or neighbours. In particular, the Tenant must not allow the noise of radio, T.V., stereo, musical instruments, vehicles or guests to disturb other tenants at any time.

Children that are visiting Tenants should not be allowed to run throughout the building or use the equipment in the common areas unsupervised. Quietness must be maintained after 11:00 p.m. and no disturbances between midnight and 7:00 a.m.

9.17 Keys:

Duplication of keys to the Premises **is strictly prohibited**. Tenants will be provided with one (1) key to the Premises, one (1) Suite key and one (1) mailbox key upon move in. The cost of replacement keys will be the responsibility of the Tenant.

Should the Tenant lose the key to the Premises, the Tenant shall be responsible for the expense of re-keying the building and providing new keys to each Tenant.

9.18 Guests:

No permanent guests are permitted. The maximum stay for visitors cannot exceed 14 days. The Landlord must authorize any changes to the number of Tenants living in the Premises.

9.19 Motorized Mobility Aids:

Motorized scooters are prohibited inside the Premises. The Landlord reserves the right to limit the use of wheelchairs to barrier-free suites.

9.20 Laundry:

Tenants may use the laundry room for their personal laundry only. Tenants are responsible to provide their own laundry supplies. The use of liquid chlorine bleach is prohibited.

9.21 Common Areas:

The lounge is for the use and enjoyment of all Tenants and assistance in maintaining the up-keep would be appreciated. The Landlord maintains a policy of No Smoking and No Alcohol in common areas.

9.22 Conduct:

The use of alcohol or other substances to a degree that would cause disruption to other Tenants is not tolerated.

The Landlord will not allow physical or verbal abuse by Tenants. To that end, Tenants must conduct themselves in a manner that is conducive to a congregate living environment, meaning the use of common courtesy, good manners, and a pleasant attitude toward other tenants. Disruptions that affect the well-being of self or others will not be tolerated.

9.23 Religious or Political Solicitation:

No religious or political material is to be placed on the bulletin boards or other common areas of the Premises. Further, no solicitation will be allowed in the Premises. Meetings of a religious or political nature are not permitted in any of the common areas without the prior written consent of the Landlord.

9.24 Amendments:

The Landlord has the right to amend these regulations and make additional reasonable regulations that may be needed for the safety, care and cleanliness of the Premises and such regulations must be kept and observed by the Tenant

10. Other

10.1 Freedom of Information and Protection of Privacy:

The Landlord complies with the Freedom of Information and Protection of Privacy Act. A consent form is included and must be signed and submitted with the application form.

10.2 Transfers from the Premises:

Should a Tenant request a transfer to another suite or building within Green Acres Foundation, there will be a charge for relocation equivalent to one month's notice. Related costs of painting, general repairs, and cleaning, over and above what is deemed normal wear and tear will also be at the expense of the Tenant.

10.3 Registered Charity:

The Landlord is a Registered Charity. Taxable donation receipts will be issued for monetary donations.

11. General Provisions

- 11.1** This Lease, its attachments, the Landlord's method of rent calculation, and the application form completed by the Tenant prior to signing this Lease contain the entire agreement between the Landlord and the Tenant. All previous representations, agreements, inducements or understandings are merged in this Lease or ended.
- 11.2** No change in the provisions of this Lease is effective unless put in writing between the parties.
- 11.3** In allowing any provisions of this Lease to be broken, the Landlord does not give up any rights or remedies against the Tenant.
- 11.4** In executing this Lease, the Landlord shall deliver to the Tenant a duplicate copy of this Lease.
- 11.5** This Lease is binding upon the Tenant's heirs, executors, administrators, successors and permitted assigns.

By signing this Lease, the Tenant acknowledges the terms and conditions of this document and any future revisions to it. The parties have signed this Lease in the presence of a witness on the ____ day of _____, 20__.

Signature of Tenant:

Signature of Tenant:

Signature of Landlord or Agent:

Signature of Witness: