

THIS RENT SUPPLEMENT AGREEMENT made this _____ day of _____, 2018

BETWEEN:

THE MANITOBA HOUSING AND RENEWAL CORPORATION
(hereinafter called the "CORPORATION")

- and -

(hereinafter called the "OWNER")

WHEREAS the Corporation has assumed responsibility for the development and administration of the Rent Supplement Program;

AND WHEREAS the objective of the Rent Supplement Program is to assist low to moderate Income individuals, families and elderly citizens to obtain affordable, adequate and suitable housing accommodation in private non-profit rental housing projects, non-profit co-operative housing projects and private sector rental projects;

AND WHEREAS the Corporation has agreed to provide the subsidy contemplated by this Agreement in order to obtain such rental accommodations;

AND WHEREAS the Owner has agreed to provide such rental accommodations, on the condition that the Corporation pays a Supplement equal to the difference between the full monthly rental rate and the expectation for the occupant to pay the rental rate identified in Schedule "A" based on the program guidelines identified in Schedule "B";

1. DEFINITIONS

The following definitions will apply in addition to other capitalized terms which are defined in Schedules "A" and "B" attached hereto.

- 1.1. "Designated Unit" is a unit listed in Schedule "A".
- 1.2. "Eligible Clients" means a person or family (tenants) who are Households in Need and is eligible for assistance under the Rent Supplement Program in accordance with the Households in Need eligibility criteria, or, for the purpose of this agreement, as specified by the Corporation.
- 1.3. "Family" means a household consisting of a household head, their spouse/partner and their minor children by birth, marriage, or legal adoption, living in a designated unit. Where the Corporation in its entire discretion deems it advisable and in the public interest may consider persons not claimed on the initial application form as part of the family group, and/or two or more distinct "family" groups living together, and unrelated persons or groups of unrelated persons are living together as family.
- 1.4. "Household" means those persons (tenants) who occupy a Designated Unit and do not have a principal place of residence elsewhere in Canada.
- 1.5. "Household Rental Rate" is the monthly amount payable to occupy a unit as per Schedules "A" and "B" including any program guidelines provided by the Corporation to the Owner. The Owner agrees to collect the monthly rental rate from the Household in accordance with this Agreement when a designated unit is occupied.

- 1.6. "Households in Need" means those Households defined in Schedule "B" that receive a total Income below the Program Income Limits who cannot afford or cannot obtain adequate and suitable accommodation at the current market rents in the area in which the individual or family resides. This includes those households:
 - (a) who occupy a crowded or inadequate dwelling and who currently pay less than 30% of their Income for shelter but for whom basic shelter costs for an adequate and suitable dwelling available in their market area would consume 30% or more of their Income,
 - (b) who pay 30% or more of their Income for shelter and for whom an adequate and suitable dwelling available in their market area would consume 30% or more of their Income.
- 1.7. "Income" means total gross income (before tax) from all sources for all persons in the Household eighteen (18) years of age and over.
- 1.8. Lease means a tenancy agreement.
- 1.9. "Program Income Limit" is established by the Corporation and at time of application results in the denial of a Household to occupy a Designated Unit or re-designate the unit as stated in Schedule "A" if that Household's total Income exceeds the applicable Program Income Limit as identified in Schedule "B".
- 1.10. "Rental Rate" means the Affordable Market Rent Level indicated in Schedule "A", plus or minus such adjustments as may be annually agreed to, between the Owner and the Corporation, which rates shall not exceed the full monthly rents which would normally be charged by the Owner for similar housing units described in Schedule "A".
- 1.11. "Project" means the project described in Schedule "A".
- 1.12. "Supplement" means the amount of subsidy for a Designated Unit in accordance with Schedule "A".

2. DESIGNATED UNIT, TERM AND RENEWAL

- 2.1. This Agreement shall
 - (a) be effective as at [REDACTED], or earlier on an individual unit basis if Owner is advised by the Corporation; and
 - (b) include the units listed in Schedule "A" from the effective date for each unit as are set out in Schedule "A" or as is determined in accordance with subsection 2.3 herein.
- 2.2. Schedule "A" of this Agreement may be amended from time to time, as agreed by both parties, in writing.
- 2.3. This Agreement applies for 1 year to each individual unit for a period of 1 year with respect to that unit upon the unit becoming occupied, unless renewed in accordance with this Agreement.
- 2.4. This Agreement may be renewed for one additional year for up to [REDACTED] unit(s) at the sole option of the Corporation by written notice being given by the Corporation to the Owner. The Corporation shall provide notice of its intention to renew at least 30 days prior to the end of the Term.
- 2.5. In the event that this Agreement is not renewed pursuant to subsection 2.4, then the Owner agrees to permit the tenant to continue occupancy under the same conditions in respect of the Supplement payment by the Corporation and in that event, this Agreement shall remain in full force and effect for that specific occupancy for one additional year.

3. LEASING

- 3.1. Eligible Clients have the right to lease, and lawful occupants to occupy, housing without being treated differently, to their disadvantage and without reasonable cause, on the basis of a characteristic protected under *The Human Rights Code*. They also have the right not to be harassed based on a protected characteristic.
- 3.2. The Owner shall lease a Designated Unit only to Households who are Eligible Clients suitable accommodation at rental rates which shall have been stipulated in this Agreement. If the Owner, in good faith, is unable to find an Eligible Client as an initial tenant for a Designated Unit for greater than one month immediately after the effective date of this Agreement, the Owner may, prior to the initial tenancing of the Designated Unit by an Eligible Client, withdraw that unit as a Designated Unit from this Agreement.
- 3.3. Leases between the Owner and Eligible Clients shall be for a term of one (1) year and shall be in the same form as used by the Owner for other tenants.
- 3.4. The Owner shall charge Eligible Clients monthly rents based on the Rental Rates established by the Corporation as indicated in Schedule "A" for its Eligible Clients and no other rental amounts; and the Owner shall upon receiving written notification from the Corporation from time to time, make those rent changes under its leasing arrangements with the various Eligible Clients.
- 3.5. The Lease shall include the services and appliances listed in Schedule "A" attached to this Agreement.

4. SUPPLEMENT CLAIMS

- 4.1 The Owner shall on the 15th day of each month, invoice the Corporation for the following month's supplement portion of the rental rates for each Designated Unit tenanted by an Eligible Client; the Corporation shall no later than the 1st day of the month on which the rent becomes due, remit to the Owner the supplement as invoiced by the Owner and verified by the Corporation.
- 4.2 The Supplement amount will vary by each Household.

5. RELATIONSHIP WITH ELIGIBLE CLIENTS

- 5.1. The Corporation shall not be responsible for any portion of the security deposit requirements of the Owner.
- 5.2. Other than for the payment of the Supplements by the Corporation as herein set forth, the full normal relationship between the landlord and tenant shall exist between the Owner and the Eligible Client; it is understood and the Owner agrees that the Corporation is not responsible or liable to the Owner for any breach or failure of an Eligible Client to observe any of the terms of its lease with the Owner, including the covenant to pay the rent; and the sole responsibility and liability of the Corporation to the Owner is limited to the payment of the Supplement as provided herein.
- 5.3. The parties acknowledge that the owner may from time to time enter into a property management agreement with a property manager and that the property manager may carry out some or all of the duties of a landlord, including the entering into of residential tenancy agreements with individual tenants. The parties acknowledge that the Corporation is in no way a party to such an arrangement, and all responsibilities and obligations of the Owner contained in this Rent Supplement Agreement remain the responsibilities of the Owner.

- 5.4. As part of this Agreement and while it is in effect, the Owner authorizes the Corporation to access the project's records held by the Residential Tenancies Branch and agrees to execute the consent Authorization Form as per the attached Schedule "C" for the sole purpose to release any records as may be requested by the Corporation during the term of this Agreement.
- 5.5. No family member, employee of the Owner, or any person on the Owner's payroll shall occupy a Designated Unit as an Eligible Client or otherwise.
- 5.6. Eligible Clients shall be prohibited from subletting the Designated Unit or assigning the Lease.

6. RENTAL RATES

- 6.1. Rental Rates shall not exceed the amounts in Schedule "A" hereto.

7. VACANT DESIGNATED UNIT

Subject to the provisions set out in subsection 8 herein, the following conditions apply:

- 7.1. In the event an Eligible Client vacates a Designated Unit without giving the notice as required by the Lease executed between the Owner and the Eligible Client, the Corporation shall pay to the Owner
 - (a) only the amount of the Supplement applicable for that Designated Unit for the month the vacancy occurred; and
 - (b) one (1) month of full market rental for the subject Designated Unit for the month immediately following the month when the actual vacancy occurred, unless the Owner is able to re-lease the vacant Designated Unit for that month or part thereof.
- 7.2. The Corporation shall cease to pay the Supplement until a vacant Designated Unit becomes occupied by an Eligible Client.

8. MAINTENANCE

The Owner shall maintain each Designated Unit which is subject to the terms and conditions of this Agreement to a standard acceptable to the Corporation. In the event that a Designated Unit does not meet a standard acceptable to the Corporation, the Owner shall lose the Supplement until such time the standards of occupancy which the Corporation reasonably requires to be fully met and satisfied.

9. MANAGEMENT OF RECORDS

- 9.1. While this Agreement is in effect, and at all times thereafter, the Owner and any officers, employees or agents of the Owner:
 - (a) shall treat as confidential all information, data, reports, documents, and materials acquired or to which access has been given in the course of, or incidental to, the performance of this Agreement;
 - (b) shall comply with any rules or directions made or given by the Corporation with respect to safeguarding or ensuring the confidentiality of such information, data, reports, documents or materials.
 - (c) Shall assist in processing of access requests as required and provide all information and records requested by the Corporation.

- 9.2 The Owner recognizes that, in the course of carrying out its obligations under this Agreement, all information will at all times be in compliance with the provisions of *The Freedom of Information and Protection of Privacy Act* (C.C.S.M. c.F175), *The Personal Health Information Act* (C.C.S.M. c. P33.5) and, if applicable *The Child and Family Services Act* (C.C.S.M. c. C80).

10. DEFAULT

- 10.1. In the event the Owner breaches or defaults under this Agreement and fails to remedy that breach or default within a reasonable time as determined by the Corporation, including completion of the work necessary to bring any Designated Unit up to the required standards within a reasonable time after written notice thereof is given, the Owner agrees that the Corporation shall be entitled to withhold the monthly Supplement until such time as the Owner meets and satisfies those reasonable requests of the Corporation for the needed repairs, or remedying of the breach or default.

11. TERMINATION

- 11.1. In addition to any other remedy in this Agreement, if the Owner is in breach of any provision, term or condition of this Agreement, the Corporation may give to the Owner seven (7) days written notice, or such shorter time period that is reasonable in the circumstances, to cure the breach, and the Corporation may, at its sole discretion, terminate this Agreement after such notice has been provided and the notice period has elapsed if the breach has not been remedied to the Corporation's satisfaction, without compromising any other legal recourse available to it in redressing such breach, as well as seeking compensation for such breach, but the termination of this Agreement shall not relieve either party from any actions, suits, claims or demands in respect of or arising out of anything done or omitted by either party to the termination of this Agreement.
- 11.2. Failure by the Corporation to give notice of a breach in accordance with subsection (1) shall in no way be interpreted as acquiescence or acceptance of that specific breach or any other breach, or restrict the Corporation's other remedies, and the date a breach occurs or commences shall be determined solely by the date the breach actually occurs or commences, and not by when notice is given or not given.
- 11.3. In addition to its rights under subsection (1), and without restricting any other remedies available, the Corporation may, at its sole option, immediately terminate this Agreement in writing if:
- (a) the funding specific to the Supplement becomes unavailable by the Corporation; or
 - (b) in the opinion of the Corporation, the condition of the Designated Unit is unsatisfactory, inadequate, or unsuitable; or
 - (c) in the opinion of the Corporation, the Owner has failed to comply with any term or condition of this Agreement; or
 - (d) the Owner is dissolved or becomes bankrupt or insolvent.

12. NOTICES

12.1. Any notice or other communication under this Agreement shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid or by way of facsimile transmission as follows:

(a) To the Corporation:

The Manitoba Housing and Renewal Corporation
Attention: Chief Financial Officer
700-352 Donald Street
Winnipeg, Manitoba R3B 2H8
Facsimile: (204) 945-4710

(b) To the Owner:

Name
Address
City, Province, Postal Code
Phone

Any notice or communication:

- (a) delivered personally, shall be deemed to have been received on the date of the personal delivery;
- (b) sent by registered mail, shall be deemed to have been received on the third business day following the date of mailing; or
- (c) sent by facsimile transmission, shall be deemed to have been received on the next business day following the date of the transmittal notice.

If mail service is disrupted by labor controversy, the notice or communication shall be delivered personally or by way of facsimile transmission.

12.2. The Corporation and the Owner may change the address and other contact information set out in this Agreement by giving notice in writing to the other party.

MISCELLANEOUS

- 13. Schedules "A", "B" and "C" which are referred to herein form a part of this Agreement and are attached hereto for that purpose.
- 14. The preamble to this Agreement is an integral part hereof.
- 15. Notwithstanding that the Corporation has executed this Agreement; made payment of Supplement hereunder; and approved the rent schedule under this Agreement, the provisions of *The Residential Tenancies Act* or *The Co-operatives Act* apply and nothing in this Agreement constitutes a substitution of any requirement under both Acts.

IN WITNESS WHEREOF this Agreement has been executed by duly authorized signing officers for the Corporation and by the duly authorized representative(s) of the Owner on the dates noted below:

SIGNED IN THE PRESENCE OF:

FOR THE MANITOBA HOUSING AND RENEWAL CORPORATION

WITNESS

Name:

Position:

Name:

Position:

DATE: _____

FOR THE OWNER

WITNESS

Signature: _____

Name: _____

Position: _____

DATE: _____

I have authority to bind the Owner

**THIS IS SCHEDULE "A"
TO A RENT SUPPLEMENT AGREEMENT
MADE BETWEEN**

MARK RODGERS

AND

**THE MANITOBA HOUSING AND RENEWAL CORPORATION
DATED THE _____, 2018**

Agreement No.:

Owner:

Project Address:

The total number of Designated Units eligible for Rent Supplement under this Agreement shall be _____ unit(s)

DESIGNATED UNITS	NO. OF BEDRMS	OCCUPANT AGREED TO PAY	EFFECTIVE DATE	REVOICATION DATE
...	May 31, 2020

The following services and appliances are provided by the Owner and the cost for utilities and other services therefore is included in the agreed rental rates or housing charges:

Heat	EXCLUDED
Hot Water	EXCLUDED
Water	INCLUDED
Electricity	EXCLUDED
Refrigerator	EXCLUDED
Stove	EXCLUDED
Washer/Dryer	EXCLUDED
Parking	EXCLUDED
Cable TV Service	EXCLUDED
Locker	EXCLUDED

SCHEDULE "A" TO RENT SUPPLEMENT AGREEMENT CONTINUED

When a Household residing in the Designated Unit no longer qualifies for the Supplement, the Owner may designate another unit to be comparable in size and equivalent to the rental rate as stated above. The Owner must report any change in the designation of unit(s) to the Corporation before the Supplement may be applied.

**THIS IS SCHEDULE “B”
SOCIAL RENT SUPPLEMENT PROGRAM
TO A RENT SUPPLEMENT AGREEMENT
MADE BETWEEN**

**MARK RODGERS
AND
THE MANITOBA HOUSING AND RENEWAL CORPORATION
DATED THE _____, 2018**

ELIGIBILITY CRITERIA

For the purpose of determining eligibility for the Supplement an Eligible Client must be a “Household In Need” and meet the following eligibility criteria:

- A. “Households in Need” means those households that receive a total Income below the Program Income Limits who cannot afford or cannot obtain adequate and suitable accommodation at the current market rents in the area in which the individual or family resides. This includes those households:
 - (a) who occupy a crowded or inadequate dwelling and who currently pay less than 30% of their Income for shelter but for whom basic shelter costs for an adequate and suitable dwelling available in their market area would consume 30% or more of their Income,
 - (b) who pay 30% or more of their Income for shelter and for whom an adequate and suitable dwelling available in their market area would consume 30% or more of their Income.
- B. “Program Income Limits”, to be used for determining Households In Need are related to household size as applied using the Suitable Accommodations described in “E”:

For Geographic Area: WINNIPEG AREA

Number of Bedrooms:	Studio	1	2	3	4+
Program Income Limits:	\$23,000	\$33,500	\$43,000	\$47,500	\$57,500

Note: Households are to be reviewed annually to confirm eligibility requirements have been met. Should the Household’s gross Income (before taxes) exceed the Program Income Limits the Supplement will terminate and the occupant is responsible for the total monthly rental rate housing charge. From time to time, the Corporation has the right to increase the Program Income Limits and will notify the Owner in written form. Program Income Limits are reviewed annually and reported on the Manitoba Housing website www.gov.mb.ca/housing/hil.html

- C. “Household” means those persons (tenants) who occupy a Designated Unit and do not have a principal place of residence elsewhere in Canada.
- D. “Inadequate Dwelling” means a dwelling needing major repairs or lacking basic facilities or in contravention of municipal by-laws and standard environmental codes. Major repairs include defective plumbing, defective electrical wiring, structural repairs to walls, floors, ceilings. Basic facilities are hot and cold running water, and indoor toilet and a bathtub or shower, or in contravention of The City of Winnipeg Environmental Health Code.

SCHEDULE “B” TO RENT SUPPLEMENT AGREEMENT CONTINUED

E. “Suitable Accommodation” means a dwelling that can accommodate a Household according to the following household size/dwelling size relationship:

<u>Size of Household</u>	<u>Bedroom Requirement</u>
1-2 persons	1 bedroom
3-4 persons	2 bedrooms
5-6 persons	3 bedrooms
7-8 persons	4 bedrooms
8-10 persons	5 bedrooms

notwithstanding:

- no more than 2 or fewer than one person per bedroom;

However, for a Household where a medical condition certified in writing by a medical practitioner is provided, the above requirements will be waived for that Household.

F. “Supplement” the amount of Supplement varies by each Household. Each Eligible Client must disclose all income sources before the Supplement may be identified as indicated below:

- The Supplement is the difference between the rent (agreed to monthly market rent identified in Appendix “A”) charged by the Owner and the Rent-Geared-to-Income rate paid by the Household.

G. Employment & Income Assistance (EIA) shelter rates” means the amount of shelter assistance the Household is eligible to receive from social assistance providers. The current EIA shelter rates are to be charged unless provided by the Corporation in its program guidelines:

Family Size	Basic Rent	Water Includ.	Lights Includ.	Water/ Lights Includ.	Water/ Heat Includ.	Water/ Heat/ Light Includ.
1 person	\$243	\$253	\$258	\$268	\$270	\$285
2 persons	285	303	325	343	347	387
3 persons	310	333	343	366	395	430
4 persons	351	373	384	406	438	471
5 persons	371	393	404	426	455	488
6 persons	387	412	422	447	478	513

Note: If adult children residing with their parents receive their own EIA budget, the children will be charged the appropriate single-person EIA shelter rate per adult child whether their parents are employed or receive an EIA budget independent of the adult children.

H. Student Rental Rates: Students in receipt of Student Financial Assistance Program loans will pay rent to the greater of:

A rental rate based on **___%** of their Household Income, **excluding** student loans;

OR

A minimum rental rate of **\$238** per month (**including** utilities, but **excluding** parking charges).

The Eligible Client’s rent will be set once a year and that rent will not be adjusted during the year for Income increases. However, rent reductions during the year will be permitted in instances where the Household supplies documented evidence that its Income has decreased to a level that would result in a rent reduction of \$27.00 per month or more.

THIS IS SCHEDULE "C"
TO A RENT SUPPLEMENT AGREEMENT
MADE BETWEEN
MARK RODGERS
AND
THE MANITOBA HOUSING AND RENEWAL CORPORATION
DATED THE _____, 2018



Authorization form

I **Mark Rodgers**, hereby authorize Manitoba Housing to inquire with the Residential Tenancies Branch in regards to all matters related to Part 9 *Rent Regulation* of *The Residential Tenancies Act* relating to **3-238 5th Street in Brandon, Manitoba.**

SIGNATURE OF OWNER

Date