



**Pathway Housing & Support Services Inc.**

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# **Tenant Handbook**

## **Norton Lake**

1155 Queen St. E., Brampton, ON. L6T 0G2

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## *Welcome to Norton Lake!*

We are glad you have chosen Norton Lake for your new home, and we hope you will make Norton Lake your home for many years. This Handbook will give you pertinent information on what to expect living here, what your rights are and what management expects from you and is meant to compliment your Tenancy Agreement (Lease).

Pathway Housing and Support Services (PHSS) has been contracted by the Region of Peel, the Owner of Norton Lake, to provide complete property management services of the building effective February 1, 2014.

PHSS has a comprehensive set of policies, which govern how the building is managed. If you would like to have information on a particular policy not found in this handbook, please contact the office.

## **WHO IS PATHWAY HOUSING AND SUPPORT SERVICES (PHSS)?**

Pathway Housing and Support Services (PHSS) is a non-profit management company and a subsidiary of Pathway Non-Profit Community Developments Inc. of Peel (Pathway). It is an interfaith non-profit corporation whose purpose is to provide good quality affordable housing. Pathway, which was established in 1987, owns and operates two buildings in Mississauga with a total of 230 units where we provide different programs to our residents including a Breakfast Club, Homework Club, etc.

The General Manager reports to a Board of Directors who meets regularly to review financial and operational reports. They also review existing policies and management practices to ensure efficient operations within existing budgets and legislative requirements.

## **WHO DOES WHAT?**

### ***Housing Manager***

Processes all residents' enquiries, handles correspondence, answers telephone enquiries, responsible for the rental of vacant units, assigning parking spaces, rent collection, rent increases, initiation of appropriate actions under the Residential Tenancies Act, and assisting with community development projects.

### ***Superintendent***

Handles the day-to-day maintenance of common areas and inside individual units, the coordination of work by outside contractors, fire safety procedures, showing vacant units, coordinating move-ins and move-outs, distributing and programming key FOBs, parking control, party room rentals, and the general cleanliness of the building.

### ***Janitor***

Is responsible for cleaning all common areas and vacant units.

## ***General Manager***

Oversees the general day-to-day operations of the buildings, develops policies and procedures for approval by the Board of Directors and government agencies, and ensures their implementation and compliance. The General Manager is also responsible for ensuring compliance with related municipal and provincial by-laws, Operating Agreement with the Region of Peel, Fire Code Regulations, Rules and Regulations under the Affordable Housing Act, Ontario Human Right Code, and the Residential Tenancies Act and Privacy Act.

## **IMPORTANT PHONE NUMBERS**

For all inquiries, please contact the office at **905-796-8684**, listen carefully to the pre-recorded message and choose an appropriate option.

Emergencies, such as fire, flood, major damage to the property or personal injury **call 911** and then the Pathway emergency line **1-800-892-0083**

The Office (Housing Manager & Superintendent) .....905-796-8684

Office & Building Mailing Address..... 1155 Queen St, East, Brampton ON. L6T 4E2

Fire, Police, Ambulance (emergencies only) ..... **911**

Local Police (non-emergency) 21 Division .....905-453-2121 ext. 2100

PHSS Head Office .....905-272-2285, ext.22

Head Office Mailing Address                      Box 100-3023 Parkerhill Rd, Mississauga, ON. L5B 4B3

Region of Peel.....905-791-7800

Ontario Landlord and Tenant Board: ..... 1-888-332-3234

Should you wish to discuss any tenancy issues in person with the Housing Manager, it is recommended you call to make an appointment for a mutually suitable time.



# FIRE SAFETY

## **In case of fire, call 911 immediately!**

Avoid storing flammable materials or liquids such as gasoline, paint thinner or solvents in your unit. Recycle old newspapers/magazines or other paper materials as they may become a fire hazard.

The most common causes of fire are:

- *Smoking in bed.*
- *Grease fires on a stove.*
- *Disposal of lit cigarette ashes in the garbage.*
- *Open fire candles.*

Fire Safety Plans are posted by the elevator call button on each floor of the building. Make sure you and all household members are familiar with the Fire Safety Plan in your building. The Fire Safety Plan directs you to the best exit path to get out of the building if there is a fire. Make sure you know where the fire alarms are in the hallways. If you hear the fire alarm, follow the safety procedures immediately. **Never assume it is a false alarm.**

## ***Smoke Detectors, Heat Detectors and Sprinkler System***

Your unit is fully equipped with smoke and heat detectors as well as a sprinkler system. Sprinklers are located in each room of your unit to contain and extinguish a fire and prevent the spread of a fire to the building and/or other units. **Do not disconnect, tamper with or obstruct them.** Tampering with the fire safety equipment is a criminal offence. If you have problems with your fire safety equipment, contact your Superintendent immediately.

**If there is a fire in your unit, leave immediately and call 911 and follow the Operator's instructions.**

## ***Exiting the Building in an Emergency***

When the fire alarm system is activated, all elevators return to the ground floor and stop working. You will need to use the stairwell to get out of the building. Make sure that all members of the household know the rules and path for leaving the building. Fire Exit Plans are located on each floor. Remember to lock your unit door upon leaving and if you encounter smoke – keep low to the ground.

## ***If You Need Assistance to Leave the Building***

Management provides information to the Fire Department about residents who might have a medical condition requiring assistance to exit their unit and the building. If you require assistance, make sure you advise the office upon moving in.

## ***If You Cannot Leave Your Unit***

If you are in your unit and there is smoke in the corridor or your door handle or door feels hot, **DO NOT OPEN YOUR DOOR. Call 911 immediately** and follow the Operator's instructions.

You can slow down the infiltration of smoke into your unit by using the following techniques:

- Soak towels and a bed sheet in the bathtub and cover the whole door and the doorframe with the wet sheet.
- Place the wet towels across the bottom of the door.
- You could also use duct tape to seal the space around the door to your unit.

### ***Fire Alarm Testing***

Testing of the fire alarm system throughout the building takes place on regular basis according to the requirements of the related by-laws and regulations. During these tests there will be intermittent sounding of the alarm system. You will be informed 24 hours in advance prior to the tests.



# YOUR NEW HOME

## ***Tenancy Agreement***

Prior to moving in you were required to sign a Tenancy Agreement (a Lease). The terms of the Tenancy Agreement, and Schedules, would have been reviewed with you. As it is a Legal Document, please ensure you are familiar with the contents of the Tenancy Agreement, all Schedules, and this Handbook.

## ***Booking the Elevator***

At the time of your Tenancy Agreement signing, you will have decided on a move-in date. Please ensure you contact the Superintendent as soon as possible to book an elevator time.

## ***Insurance***

PHSS is not responsible for your personal property. Building Insurance only covers the Owner's property. *As per your Tenancy Agreement, you are required to obtain and maintain a valid insurance policy which coverage shall include Personal Liability and Tenants Contents to protect your belongings against theft, fire or other damage.* Please note that residents are responsible for any damage to the owner's property caused by negligence, accident or intentional action. Please refer to your Tenancy Agreement for more information.

## ***Keys***

Norton Lake has sophisticated electronic technology for all door access points throughout the building. You will be given electronic key FOB (s) for each eligible member of the household which will be programmed for your unit door, the main building entrances, the laundry room, bicycle room (if applicable). You will receive a separate key for your mailbox and a remote opener for underground garage access (if applicable). Loss of any key FOBs/keys/remote openers will result in a replacement fee for each item.

Before you move in, the Superintendent will reprogram your unit door lock and customize your key FOBs for access throughout the building as applicable. The access pad located on your unit door is operated by battery and can be accessed only from the inside of your unit for security purposes. The Superintendent will conduct annual inspections and replacement of batteries to ensure they function properly. Batteries should last a minimum of a year at a time, however, if you experience difficulty with opening your unit door or hear/see low battery warnings indicator, please contact the Superintendent as soon as possible for an assessment. The Superintendent has a Master Key for all units to provide access and override the system should it malfunction.

If you want to change or deactivate a key FOB, please contact the Superintendent. A fee may be charged to cover staff time and material, as indicated on the attached Tenants Charge Sheet. You may not alter access devices to your unit. If a security chain lock is installed, it must be disengaged while you are away from the unit to allow access in case of emergency, planned maintenance or inspection visit.

*The key FOBs are programmed to lock only when prompted upon leaving the unit. **You must swipe your key FOB to lock your unit door.** Your unit door will not lock automatically.*

***Please note that building staff are not authorized to open unit doors.***

Should the staff be requested to open the door to the tenant, whose name is on the Tenancy Agreement and who does not have their fob key, a service charge of **\$150** will apply to the corresponding unit. The replacement of the lost fob key will be charged at the established costs in accordance with the Tenants Charge List.

## ***Unit Inspections***

When you are given the key FOBs to your unit, the Superintendent will walk-through your new home with you and conduct a **move-in inspection**. All deficiencies will be noted on the Inspection Report and you will receive a copy of the report for your records. Deficiencies will be completed prior to you moving in or within 10 days of occupancy.

An **annual unit inspection** will also be carried out usually during the summer months. PHSS inspects all units each year. From the Inspection Reports the building staff prepares maintenance plans for the current year. The results are also used for preparation of the annual maintenance budget. Notices of the inspection schedule are served before entry into your unit in accordance with the established procedures.

Upon receipt of your Notice to Vacate the unit, the Superintendent will schedule a **pre-move-out inspection** of your home. A final inspection will be conducted when you return the key FOBs to the unit. These inspections are necessary for management to keep track of the condition of the unit and to ensure the unit is repaired and in good condition for future residents. Please be aware that you may be charged for repairs required above and beyond normal wear and tear. A Tenants Charge Sheet will be available from the Housing Manager outlining cost details.

Please refer to your Tenancy Agreement under “Entry” for more details.

## ***Parking***

Limited resident parking spaces are all located in the underground parking garage. You may rent a parking space in the underground parking garage, for a monthly fee, should a space be available. Contact the office for assignment of a parking space or to inquire about being added to a waitlist. Residents are **not permitted** to park (even short term) in the designated Visitors Parking areas located outside on the surface visitors parking lot.

In order to rent a parking space, the vehicle must be registered with a member of the household listed on the Tenancy Agreement, and have a valid Vehicle Registration, Insurance Certificate. The Drivers’ License must bear the address of the unit, and the name of an eligible member of the household.

Unregistered or vehicles not in roadworthy condition will be towed away at the owner’s expense. It is expected that residents will keep their vehicles in good working order. Vehicles leaking any fluids onto the driveway or parking space must be repaired immediately. Any charges associated with the cleaning or repairing of the parking surfaces due to leaks will be charged to the corresponding unit.

You also agree that management can change the location of your parking space (if you have one) from time to time, as long as we give you thirty (30) days prior notice of the change. No commercial vehicles will be allowed to park on Norton Lake property.

Violations of the parking regulations and related terms of the Tenancy Agreement may result in revoking parking privileges.

All visitors must follow Visitors Parking rules displayed on the posted signs and any policies in place.

**The Royal Canadian Legion Branch 609 is PRIVATE PROPERTY with only shared access of the driveway and walkway with Norton Lake. Residents and Visitors to Norton Lake are NOT PERMITTED TO PARK ON THE LEGION’S PROPERTY or parking lot. Vehicles will be monitored and tagged and/or towed without notice as necessary.**



VEHICLES PARKED IN NO PARKING ZONES, FIRE ROUTES OR ANY OTHER AREAS NOT DESIGNATED FOR PARKING, WILL BE TAGGED AND/OR TOWED WITHOUT NOTICE AT THE OWNERS EXPENSE.

### ***Cable TV and Telephone***

Your monthly rental amount does not include cable television (TV), internet or telephone service. You can activate these services by contacting service providers directly. Please note that the lobby door entry system works with telephone land lines and mobile phones. It is your responsibility to check with the service provider of your choice to ensure their system will work with the door-opening mechanism.

### ***Lobby Door Entry System***

Please advise the office of your new telephone number as it will need to be connected to the lobby door entry system in order to operate the door-opening mechanism. The intercom system can be connected to a telephone land line or a mobile phone.

The intercom system will list residents by the last name, first initial of main tenant listed on Tenancy Agreement. For security purposes, the intercom system will not list the unit number.

Visitors can use the intercom system to let you know they have arrived. When you answer their call on the telephone, you can open the front door by pressing the number "9". You can also monitor the entrance lobby on your TV set on the designated channel. For the safety of all residents, DO NOT let strangers into the building. Identify the person before you open the door.

### ***Disposal of Moving Boxes***

Cartons and cardboard boxes must be broken down and folded before being placed in the special container provided in the garbage pickup area on the North side of the building. All recyclable material must be disposed of through the by-sorter located in the refuse room on each floor.

### ***Redecorating***

We want you to make your unit your home. However, before you decorate, such as painting or wallpapering, you must obtain written authorization from the Management Office. Upon moving out, you are required to return your unit to its original condition at your own expense.

### ***Drapes/Blinds***

From street view, all drapes/curtains/blinds in your unit must be white or off white in colour and kept in good condition. You may choose to have different coloured drapes/curtains facing the inside of your unit as long as white or off white is seen from the outside only.

### ***Storage***

All storage space is contained within your unit. Additional storage space is not available within the building, with the exception of bicycle storage. Please see the Fire Safety section below regarding storing flammable materials.

### ***Bicycles***

Residents must store bicycles in the bicycle room, located on the ground floor. Bicycle storage is free of charge. Contact your superintendent to arrange for access with your key FOBs (access will only be set up on individual FOBs that have bicycles stored). The bicycle room has direct access to the outdoors as bicycles are prohibited from being inside the building. As we cannot guarantee the security of your bicycle, please bring your own secure bicycle lock for use. Please note that bicycle spots are allocated to a unit and are on a first come basis.

### ***Unit Temperature Comfort & Windows***

Each unit is individually controlled for heat and air conditioning using the thermostat(s). Please follow operating instructions listed on the thermostat or contact the Superintendent for more information.

For safety reasons, all operable windows in your unit open up to 4 inches and are equipped with window safety lock. *Although not a safety device, please ensure that window screens are in place and in a good state of repair to prevent items from being dropped or thrown from them.* Should you have any questions regarding the operation of the window safety devices, contact the Superintendent.

### ***Pets***

Residents and visitors are required to comply with all provincial statutes, regulations and municipal by-laws respecting the presence, care of, control of, and behaviour of pets.

Pets must not disturb the reasonable enjoyment of other residents or cause damage to the property. All dogs must be leashed at all times, and should not run free, when outside of your unit. The Royal Canadian Legion Branch 609 has a cenotaph (war monument) that is designated sacred land. When crossing the Legion's property, please keep all pets on the walkway and away from the cenotaph. Anyone walking a pet must stoop-and-scoop after their pets and dispose of waste appropriately at all times. Please refer to your Tenancy Agreement for more information about Pets/Animal Indemnity.

## **REPAIRS**

For all maintenance requests, other than emergencies, complete a Maintenance Request Form (available in the box outside the office) and leave it with the Superintendent or at the office. If the office is closed please deposit the Work Order into the Office mail box. It is important that a Maintenance Request Form is completed properly and signed, as it gives staff permission to enter your unit to carry out the necessary repairs. You can also complete Maintenance Request Form online from Pathway website. The Superintendent will make every attempt to complete the repairs within three (3) business days. Delays may occur if we have to call in a contractor, or if we do not have stock of the supplies needed.

Report to the Superintendent any water leaks in your unit as well as water stains that appear on the walls or ceiling through the maintenance request procedures.

There is no charge for repair due to normal wear and tear. However, any damage that a tenant of the household or visitors cause will be charged to the corresponding unit. Please refer to the Tenants Charge List for a list of chargeable repairs.

### ***Notice of Entry***

Under the Residential Tenancies Act, PHSS is required to give at least 24 hours notice informing tenants that repairs or an inspection will be carried out in your unit, unless it is an emergency situation. Planned repairs are carried out between 8:00 a.m. and 5:00 p.m. Please note that you are not required to be home in order for repairs or an inspection to take place.

## SECURITY

Surveillance cameras (CCTV) are installed in the underground garage levels and in common areas of the building on the ground floor. These cameras are not monitored.

These precautionary actions will help you keep your home secure:

- Lock your door whenever you leave your unit, even to just go to the garbage chute.
- Tell the post office and newspaper carrier if you are going to be away or arrange for a neighbour or friend to pick up your mail, flyers or newspapers.
- Do not open the entry door to strangers.

### ***Vandalism***

If you witness anyone damaging property, you should phone the police immediately and report the incident to the office. Vandals often cause damage to elevators, stairwells and hallways, which are expensive to repair. The increased costs will result in increased rents and/or a reduction in service.

Children must be supervised at all times and not permitted to play in hallways, laundry rooms, elevators, underground parking garages, etc. Residents are responsible for any damage caused by their children or their guests.

## REDUCING UTILITY BILLS

Savings in energy consumption are passed down to all residents by keeping rental rates affordable. You can do your part by following these Energy Saving Tips.

### ***Energy Saving Tips:***

- During the heating season maintain your thermostat between 20-22 degrees Celsius. Lower it at night and when you are not at home.
- Use of a microwave oven, toaster oven or slow cooker to cook small portions is more economical than using the stove/oven. Remember it can take up to 10 minutes for your stove oven to reach 350 degrees F.
- Keep seals around the refrigerator, microwave and freezer doors clean and in good repair.
- Consider switching to energy efficient fluorescent bulbs in your personal sources of lighting.
- **Turn off all lights when they are not needed.**
- Electric kettle or coffee maker is more efficient than a stove-top burner.
- Ensure the air vents of the ventilation unit in your unit are clean and that they are not blocked with furniture or other items for better air circulation and fire safety.
- Use manufacturer's instructions when using laundry equipment. Use the small loads setting (if available) on the washing machine.
- Keep windows mostly closed in the winter.
- Report any broken windows or damaged screens immediately.
- Report leaking or dripping taps immediately.

# PAYING YOUR RENT

## ***When to Pay Rent***

**Payments for your rental unit and parking are due by the first day (1<sup>st</sup>) of every month.** Failure to make payments on the due date will result in the initiation of the procedures under the terms of your Tenancy Agreement and Residential Tenancies Act.

## ***How to Pay Rent***

You can make rent payments using any of the ***four options*** listed below:

1. Pre-Authorised Payment Plan (PAP)
2. Certified Cheque, Money Order or Bank Draft (bank fees apply)
3. Direct Payment by Telephone and Internet Banking (for selected financial institutions)

*It is your responsibility to ensure that rent is paid on time. **Personal cheques (not Certified) or Cash payments will NOT be accepted.** Any fees associated with your choice of rent payment are at your expense.*

## ***Pre-Authorized Payment Plan***

Pre-Authorized Payment Plan (PAP) is the most popular method for residents to pay their rent. Some of the benefits of PAP are listed below:

- You will not experience the inconvenience of limited banking hours to obtain a certified cheque, money order or bank draft.
- You do not have to pay a fee as required for a certified cheque, money order, bank draft or credit card payment.
- You do not have to visit the office every month to drop off your payment.

To enrol in this convenient payment plan you will need to complete a PAP Application Form and provide a VOID cheque for your bank account. This form is available at the office. In case of changes in banking information you must report to our office by the 25<sup>th</sup> day of the month prior to the month that the change is to take place. If your bank will not honour your PAP on the first day of the month (for non-sufficient funds or otherwise) you will be notified in writing. A service charge of **\$20** will be applied to your rental account and you will be required to replace your rent payment by using another acceptable payment method due immediately.

*In order to cancel the PAP and prevent future monthly payments from being withdrawn, the office must receive your written request no later than the 25th day of the month prior to the payment date.*

## ***Market Rent Increases***

Market rents may be changed once a year on the anniversary day of your Tenancy Agreement. The rent increase amount is based on published government guidelines. You will receive written notice ninety (90) days in advance of a rent increase.

### ***Non-Payment of Rent Reminder Notices***

Reminder notices are not sent to tenants who do not pay their rent on time. If your rent is not paid on the first day of the month, you will receive a Notice of Termination of Tenancy (N4) soon after the first day of the month. Persistent late payment of rent may result in the initiation of the eviction process under the Residential Tenancies Act.

**If you always pay your rent on time, we take this opportunity to thank you for your consideration.**

## **PHSS AND THE RESIDENTIAL TENANCIES ACT**

### ***Interest on Last Month's Rent on Deposit***

Your Last Month's Rent (LMR) on deposit currently earns interest each year which is equal to the government approved rent increase percentage. Unless you instruct us otherwise, we will add the interest to your Last Month Rent deposit to cover any increase in rent for the upcoming year. You will receive a notice outlining the amount of interest earned and your updated LMR deposit amount. Please note that the amount of the Last Month Rent deposit must be up-to-date and match your current monthly rental amount.

### ***Subletting and Assigning Your Unit***

Your tenancy agreement does not permit you to sublet or assign your unit to anyone else, even for a short period of time.

### ***Eviction***

Under the Residential Tenancies Act, you can be evicted if you:

- Do not pay your rent.
- Frequently pay the rent late.
- Cause damage to your unit or the building.
- Make noise or act in a way that seriously interferes with the quiet enjoyment of other tenants or the landlord.
- Have more people living in the unit than permitted by health, safety, or housing standards.
- Threaten the safety of another tenant or landlord.
- Break the law or in breach of building's policies while on the property.

Our first priority is to work with tenants to ensure rent is paid on time every month and eviction is a last resort. If you experience difficulty, please contact the Housing Manager before your rent is due to discuss your situation.

### ***Right to Make Applications Against Landlord***

Under the Residential Tenancies Act, a tenant can make applications at the Ontario Landlord and Tenant Board against the landlord for problems such as:

- Inadequate maintenance
- Illegal charges
- Harassment or Discrimination

### ***Ontario Landlord and Tenant Board***

The Ontario Landlord and Tenant Board hears and rules on landlord and tenant disputes. You can obtain information from the Board about your rights by calling: **1-888-332-3234** or at the website <http://www.ltb.gov.on.ca>.

# **MAJOR POLICIES AND PROCEDURES**

*(copies of all policies can be requested from the office in writing)*

## ***The Human Rights Code***

The Human Rights Code states that the landlord, people working for the landlord, and fellow tenants cannot harass the residents of a building. This is the law. Harassment can be based on race, ancestry, place of origin, ethnic origin, colour, citizenship, religious beliefs, political beliefs, sex, sexual orientation, age, marital status, family status, physical and mental disability, or the receipt of social assistance.

Harassment means repeated actions or words that embarrass or humiliate a person. This includes insults, name-calling, racial graffiti, sexual remarks, etc. Grabbing, pushing, or hitting are forms of assault, and only need to happen once for legal action to be taken.

The full Pathway Policy on Human Rights is posted on the bulletin boards. Any tenant can request a copy of this Policy by applying to the office in writing.

## ***Our Policy on Harassment***

If you are harassed by staff or by other tenants, you can take immediate actions to rectify the situation. First, if possible, you should tell the offender to stop. If you cannot confront the person who is harassing you, report the harassment to the office in writing, and keep a copy for yourself. Write down every incident, including the place, date and time the harassment took place, and details of the incident.

When the office receives a harassment complaint, staff will make every effort to work with the parties involved to resolve the situation. You also have the option of taking your complaint to the Ontario Landlord and Tenant Board, the Police or a lawyer at any time.

## ***Domestic Violence***

Domestic violence and abuse are criminal offences. If you witness abuse, think a neighbour is being abused, or are being abused yourself, call the police.

## ***Our Drug Free Housing Strategy***

PHSS is committed to Zero Tolerance Drug Policy. We strive to create and maintain a high quality of life within our buildings. This means taking a hard stand against drug use and drug trafficking. We work closely with the Police and members of the community to keep drug use and trafficking out of our buildings.

You can assist in the campaign against the illegal drug trade or use by reporting any information concerning drugs by calling Crime Stoppers or Peel Regional Police. When calling this service, you do not need to identify yourself and the confidentiality of any information you supply is guaranteed. Residents found directly involved in illegal drug activity, or permitting illegal activity to occur on the property, will face immediate eviction proceedings.

## ***No Smoking Rule***

The Tenants, Occupants, and their invitees are prohibited from engaging in the smoking in the Rented Premises, other than in common areas outside of the building where smoking may be permitted, unless same is required to accommodate a person under the provisions of the *Human Rights Code*. Smoking shall be prohibited throughout the entire building and grounds, including but not limited to, inside all tenants' units, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds and building facilities.

## ***Our Code of Conduct***

We have a code of conduct for staff to help ensure high standards of service and conduct. Staff may not, as staff member or resident of the building:

- Accept tips, money, or gifts from tenants.
- Sell items or services to tenants for personal gain.
- Buy or take property or personal belongings from tenants, their families, or their estates or use it for personal gain.
- Accept personal payment, gifts, or other items from tenants in return for service whether during work hours, after work hours or on days off.
- Borrow money or anything else from tenants.
- Witness a will, oath, or affidavit for a tenant.
- Be on the job in an unfit condition due to using alcohol or drugs.
- Abuse tenants, staff members, service agency representatives or anyone else in the workplace, either verbally or physically.

## ***Privacy - Noise Transmission***

As the noise in the building travels quite easily through the concrete floors and walls, residents are reminded to respect your neighbour's right to privacy and enjoyment of their homes by keeping noise at a low level. Excessive noise can be disturbing to other residents and is contrary to the terms of your Tenancy Agreement.

If you are faced with what you feel is **an unreasonable** noise situation, discuss the matter with the management or call the Police. Keep a written record of the time and nature of the disturbances. Continued problems should be directed to the attention of the office staff in writing. This will result in action to remedy the situation.

## ***If you have a complaint***

All complaints must be sent to the attention of the Housing Manager in writing. This includes complaints about other tenants. If you have a complaint about a repair that has been done in your home, please provide it in writing, with the details, to the attention of the Housing Manager. If you have a complaint about PHSS site staff, you can contact the General Manager. **All** written complaints will be followed up.



## MARKET RENT UNIT TRANSFERS WITHIN THE BUILDING

Due to the requirements to maintain a specified ratio of units in the building, and the costs involved with transferring units, it is not always possible to approve a transfer into *vacating* unit.

### ***Eligibility to be Considered for a Transfer***

A Market Rent household in good standing may ask for a transfer after it has lived in the building for at least ***three (3) years***. You will be required to submit an application for transfer explaining the reason for the transfer. **Transfer requests will be considered on a case-by-case basis.**

A household is in good standing if:

- it has paid its rent on time for the last six months.
- it does not owe arrears or any other money to PHSS.
- it has never been issued an eviction notice.
- it has no history of damage to their unit, never disturbed neighbors or conducted any antisocial activities, including harassment of other tenants or staff.



### ***Market Rent Transfer Waiting List***

Eligible applicants for family units, located on floors 7-25, will be placed on an internal waiting list.

Should a designated senior's unit, located on floors 2-6, become available it must first be offered to the Royal Canadian Legion Branch #609 for first right of refusal. Should the Legion not have an eligible applicant for the unit, it may be available to an eligible senior for a transfer.

Seniors must be at least 65 years old at the time of occupancy of a designated senior's unit.

### ***Offering a Unit Transfer***

The Housing Manager may exercise discretion in the decision to offer a vacant unit to anyone on the internal transfer list if resources are not available to prepare the vacating units in a given month without incurring vacancy loss. If available, the Housing Manager will offer the vacant unit to the next applicable household on the internal transfer list after ensuring the household still meets the "Eligibility to be Considered for a Transfer" requirements.

Tenants will have **24 hours**, from the time notice is given, to decide whether or not to accept the offered unit. A tenant who refuses three units will be removed from the internal waiting list.

Units for transfers may be offered "as is". PHSS will ensure the unit meets maintenance and safety standards, and that all electrical and plumbing fixtures are in good working order.

## **GUEST POLICY**

### ***Definitions***

**Visitors**: Persons who visit a tenant occasionally, but whose principal address is not at Norton Lake.

**Guests**: Persons who do not have another address but are staying with a tenant for a definitive limited time, but no more than 14 days. After 14 days, Tenants may request the Guest status to be changed to Occupant.

**Occupants**: Persons who live in a unit with the permission of the management and the original tenant, but do not have any right to remain in the unit after the original tenant moves out.

**Tenants**: Persons who have signed the Tenancy Agreement.

The Guest Policy applies to all Norton Lake residents and is designed to:

- enable tenants to have live-in guests for up to 14 days.
- ensure both PHSS and tenants comply with provincial laws and regulations.
- ensure all tenants, including those who join the household, follow all related rules and regulations as other Norton Lake tenants.
- ensure all tenants are treated equitably while complying with the terms of the Tenancy Agreement as well as provincial and municipal regulations.

### ***Visitors***

Visitors may come to the unit as frequently as the tenant invites them. Very frequent visitors may be asked to demonstrate they have a principal address outside Norton Lake building.

## ***Guests***

- Tenants may invite guests into their unit for up to a 14 day stay.
- If a tenant wishes a guest to stay for longer than 14 days, the tenant must apply in writing to PHSS office, stating the length of time the guest is planning to stay in the unit.
  - The Management, after consideration, may grant a request from the tenant and will confirm in writing the length of the guest's stay permitted, or
  - The Management may refuse the request if:
    - it appears the guest does not intend, or has no prospects of, moving at the end of the agreed-to term, or
    - staff or tenants have complained about the guest's behavior, and those complaints have been found valid.
- At the end of the term, the management may inspect the unit to ensure the guest has left. Guests who wish to stay beyond the term may apply to become tenants or occupants for further consideration by management.
- At all times, tenants are responsible for the actions of their guests.
- Should the tenant move out of the unit, the guest must also move out. Any guests staying in the unit after the lease-holding tenant moves will be considered as trespassers on private property and dealt with in accordance with the related legislations.

## ***Unreported stays***

PHSS may receive information from a third party that an unauthorized person may be staying in the unit. In this case:

- The management will contact the tenant in writing and request clarification.
- If it is established there is an unauthorized person living in the unit (i.e. a person who has no other address, and no plans or prospects to move out) the occupant must apply to become a tenant (following the steps above).
- If the tenant denies there is another occupant, or the situation is unclear, then the management will prepare a statement to be signed by the tenant, confirming their denial of the original allegations. Depending on circumstance the management may proceed with the appropriate action.

## ***Additions to the Household in Market Rent Units***

1. Tenants must report any new occupants in the unit within 14 days of their moving in.
2. It is the decision of the market tenant as to whether they wish the guest to apply for tenancy rights to the unit. In order for a guest to become a tenant and be added to the Tenancy Agreement, the tenant and the guest(s) must make a written request to the management.
3. The management will normally grant permission for the new occupant to become a tenant and will prepare a new Tenancy Agreement for signature.
4. The management may refuse to grant tenancy if the new occupant would not have been accepted had they been a member of the original household (i.e., the occupant has a record of illegal activities, damage, arrears, or disturbance to others). In this case, the office may allow the new occupant to stay without signing the Tenancy Agreement as an Occupant. This means the original tenant would continue to be solely responsible for the rent and tenancy. The tenant would also be responsible for the behavior of the occupant. When the original tenant vacates the unit, the occupant will be also required to vacate at the same time.

***In all cases, tenants receiving rental assistance must follow the Region of Peel's reporting requirements for visitors, any change in income, or family composition.***



## GENERAL HOUSEKEEPING

It is the responsibility of tenants to keep the inside of your home clean and safe. Most tenants take pride in their homes and make an effort to keep common areas of the property clean and tidy.

### ***Appliances***

Regular cleaning and defrosting will keep your refrigerator in good shape and save energy. When cleaning the smooth surfaces of your appliances, use a mild soapy solution. A paste made of baking soda and water is good for cleaning off grease and dirt. **Do not use** rough cleansers because they will damage the surface of the appliance. Use a commercial oven cleaner to clean your oven. It is also recommended to regularly clean behind appliances.

### ***Bathrooms***

**Do not use** abrasive cleansers on bathtubs, sinks and toilets. They scratch the surface and make them harder to keep clean in future. A good liquid or paste cleanser will prevent discoloration on tiles and porcelain. When taking showers make sure that a shower curtain is used in order to prevent water damage on the floor and possible leaks in the unit below.

### ***Bathroom Exhaust Fans***

Turn on the bathroom exhaust fan when you shower or bath. The moisture from the water can cause mildew and damage to the room's finishing if it is not properly vented out. Tenants are responsible to clean the exhaust fan grill.

### ***Light Bulbs/Stove Fuses***

Supply and changing of light bulbs and stove fuses in your unit are your responsibility. However, if you have a physical condition, which prevents you from changing the bulbs, and are unable to find someone to do this for you, contact the superintendent for assistance for installation.

### ***Sinks/Shower Drains***

**Do not pour grease down any sink or toilet.** The grease may coat the inside of the pipe eventually plug it up completely. Use a metal can or thick paper cup to store the liquid grease to solidify. You can then dispose of the grease and container appropriately. Please check and clean out your sink and shower drain as hair; coffee grounds and other items can also clog up a drain system.

## ***Pests***

If you see cockroaches or other pests, such as mice, please fill out a Maintenance Request Form immediately. To deter and control pests, dispose of garbage promptly and properly and keep food in airtight containers.

## ***Taking out the Garbage and Small Recycling Items***

Make sure the garbage and recycling you put in the chute are in securely tied bags, small enough to fit into the garbage chute. Be careful taking garbage/recycling through hallways so that liquids do not drip on the floor.

O NOT deposit the following items down the chute as they could be dangerous to tenants and staff:

- loose kitty litter
- liquid
- glass Bottles
- broken Glass
- needles
- aerosol, paint, or other flammable items

As a courtesy to other tenants, try not to use the chutes late at night or in the early morning to avoid disturbance to other tenants. Also, **DO NOT** leave oversize items, garbage bags, cardboard boxes, etc. on the floor of the refuse room. The garbage and recycling room is located on the ground floor.

When disposing of recycling material please follow the directions that are posted in the recycling room.

***Please note that charge of \$25 minimum will apply for non-compliance with the garbage disposal procedures.***

## **RENTING THE MULTI PURPOSE ROOM – (MPR)**

There are two MPRs located in the building. The Family Common Room located on the ground floor is designed for families. The Seniors Common Room, located on the sixth (6<sup>th</sup>) floor is designated for seniors in the building.

The applicable MPR can be booked for individual **residents'** activities and special events.

- A Recreation Room can be rented only for family celebrations/occasions, such as birthdays, showers, graduations for eligible tenants living in the building etc.
- The MPR cannot be rented from a third party, the event must be for a member of the household.
- Complete an Application Form, available at the office, identifying information regarding your event
- The Superintendent will confirm if the room is available on the date and time you have requested.
- A certified cheque, money order or bank direct payment for \$150.00 in certified funds is required at least two weeks prior to the scheduled activity. This is a non-refundable deposit.
- All activities, including cleaning of the facilities, must end no later than **10:00 p.m.**
- The resident booking the room assumes responsibility for the actions of all guests attending the gathering.
- Any resident who has damaged the facilities or left them in a poor cleaning condition will not be able to rent the room in the future without prior approval by the management. Any damages or clean-up costs will be billed to the resident.
- Residents with rent arrears or who are in serious breach of the Tenancy Agreement will not be allowed to book the MPR room until the situation is rectified.
- The MPR is not available for bookings from December 23<sup>rd</sup> – January 2<sup>nd</sup>.

## WHEN YOU DECIDE TO MOVE OUT

When you decide to move out and terminate the Tenancy Agreement, you must **give at least sixty (60) days written notice prior to the termination, and the termination must be effective on the last day of a month.** Please refer to your Tenancy Agreement for more details.

Once applicable notice is given, contact the Superintendent to book an elevator date and time. Pre-move out and move out inspections will be scheduled by the Superintendent.

## EXIT SURVEY

When you give notice to vacate, you will receive an Exit Survey to complete. We would appreciate you taking the time to complete the survey as it gives us valuable feedback on the facilities and services for improvement consideration. The completed survey can be dropped off at the office.

## FREEDOM OF INFORMATION AND PRIVACY ACT

As of January 1, 2004, the new federal Privacy Act came into effect. PHSS has developed a Privacy Policy. The following is a description of the landlord and tenant's rights and responsibilities in relation to the collection, use and disclosure of personal information. Please note that management will not release any private information without written authorization from the tenant(s).

### ***What is "Personal Information"?***

Personal information includes any factual or subjective information, recorded or not, about an identifiable individual. This includes information in any form, such as:

- age, name, ID numbers, income, assets, household composition, residency status, rent payment record, financial information etc.
- information relating to education, medical, criminal or employment history, ethnic origin, color, sexual orientation, marital or family status.
- Correspondence sent to the landlord that is of a private or confidential nature, and any replies from the office that would reveal contents of the original correspondence to third party.

### ***Collection and Use of Your Personal Information***

PHSS will collect, retain, and use personal information provided by the tenants for the following purposes of:

- considering application for tenancy.
- verifying the information provided in the rental application and its attachments relating to the administration and processing of the application for tenancy.
- verifying the information that is related to the rent supplement program with authorization from the Region of Peel.
- meeting legal and regulatory requirements arising out of or relating to tenancy.
- for the use of the PHSS and owner's auditor to verify financial records.
- for the purpose of contacting necessary services or your next-of-kin in case of emergency.

### ***Disclosure of Your Personal Information***

PHSS will disclose the personal information provided by the tenants to the following parties for the purposes described above:

- to any social agency providing any form of assistance to members of the household, or other government subsidy under the *Ontario Works Act, 1997*, the *Ontario Disability Support Program Act, 1997* or the *Day Nurseries Act*, or any government department responsible for affordable housing programs with the authorization from the Region of Peel,
- to a department, ministry or agency of the Government of Canada, if the information is necessary for the purpose of administering or enforcing the *Income Tax Act* (Canada) or the *Immigration Act*;
- to relevant agencies or next-of-kin in case of emergency.
- to credit bureaus and other businesses that provide credit or rental history information about the tenant.

*Please note: Pathway General Manager has been appointed as a Privacy Officer of the corporation. Any enquiries about Privacy Policy and related issues must be addressed to the General Manager in writing.*

***INFORMATION IN THIS HANDBOOK MAY CHANGE FROM TIME-TO-TIME. PHSS WILL ENSURE THAT TENANTS WILL BE INFORMED OF ALL CHANGES.***

