

Resident Policy Guide

1.1 GENERAL

1.1.1 Definitions

In this or any associated policy document, the following words have the following meanings:

- a) 'Corporation' shall mean the Central Elgin Non-Profit Housing Corporation
- b) 'Council' shall mean the Council of the Corporation of the Municipality of Central Elgin
- c) 'Municipality' shall mean the Corporation of the Municipality of Central Elgin
- d) 'Secretary-Treasurer' shall mean the Secretary-Treasurer of the 'Corporation
- e) 'Tenant' shall mean those persons named in the lease
- f) 'Board' shall mean the Board of Directors of the Corporation
- g) 'Residential Unit' shall mean any living accommodation used or intended for use as rented residential premises as per the lease agreement
- h) 'Common Area' shall mean the entry way, corridors, stairwells, common room, laundry room, lawn, walkways, and parking lot

1.1.2 Overview

It is the responsibility of the Corporation to keep all residential units and common areas fit for habitation, in a good state of repair and in compliance with all laws applicable to the operation of the Corporation.

A caretaker resides on site and is responsible for janitorial, security, building and grounds maintenance and light repairs. In all other cases qualified professionals, contracted or approved by the Corporation, will complete maintenance work.

Tenants are responsible for keeping their residential units in a clean and orderly state. Where repairs are required for results beyond normal wear and tear, including, but not limited to, negligence or abuse, the tenant will pay the cost for the third-party work and/or for staff time based on their hourly rate of pay.

1.1.3 Insurance

The Corporation will maintain appropriate levels of insurance for the building and for corporate liability.

Each tenant is required to provide insurance on their own belongings as indicated in the lease agreement, obtaining their own liability insurance and for submitting proof of such insurance at move in and at each subsequent insurance policy renewal, to the Secretary-Treasurer.

1.1.4 Privacy & Access to Residential Units

Tenants have a right to privacy. The Corporation may not enter a residential unit without the tenant's permission unless there is, or appears to be, an emergency or proper notice has been delivered to the tenant.

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After giving a minimum of 24 hours notice, someone appointed by the Corporation can enter the tenant's residential unit, at any reasonable time, for:

- a) Maintenance inspections, regular or special
- b) Maintenance repairs or renovations, or
- c) Any other reason which the board finds reasonable

After giving 24 hours notice of moving out, the Corporation can enter the tenant's residential unit to show it to a prospective occupant at any reasonable time provided that:

- a) The tenant has given the Corporation written notice of termination of the tenancy, or
- b) The Corporation has given the tenant notice of a Board decision to evict the tenant.

Any entry notice can give a time range and not necessarily a specific time. The time range can be longer than one day, and the notice can allow for more than one entry into a tenant's residential unit.

1.1.5 Keys and Locks

Each tenant who signed the lease will be provided with a duplicate of the key for their residential unit and for common exterior doors prior to move-in. As applicable, one copy of a key for the mailbox will be provided to each household. Tenants are to always lock their doors, even when using the common areas, and not to admit strangers into the building.

The tenant may not alter the lock on any entry door to the residential unit or affix a night latch or multiple other latches or locks.

If a tenant requests that a lock be changed for any reason other than that the lock is defective, the tenant will be charged for this service.

If a tenant is locked out of his/her residential unit, the tenant will have to gain entry at his/her own cost. The caretaker has access to keys for all residential units in the building and should be contacted prior to any other action.

When a tenant passes away and there are no other tenants in the residential unit, the lock will be changed immediately to avoid vandalism or entry into the residential unit by an unauthorized person unless relatives reach out to the caretaker to make alternate arrangements. A key will be provided to the executor of the estate or person with power of attorney after identity of this person has been established and arrangements for payment of one month's rent have been made. The Residential Tenancies Act outlines the details about the termination of the tenancy and disposal of the tenant's possessions following the tenant's death. Unless there is another agreement between the Corporation and the representative of the deceased tenant, the Act will apply.

Tenants are responsible for return of all keys upon move-out.

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1.2 BUILDING AMENITIES

1.2.1 Garbage

Garbage must be placed in designated areas only. Tenants should not place or leave in their residential units, or in any common areas of the building, any debris or refuse. Removal of garbage from residential units by Corporation staff may result in a charge to the tenant for the cost of removal.

The garbage room is located on the main floor of the building. Garbage is to be deposited in the appropriate containers. Refer to the municipally provided collection schedule for collection days and times.

There is a garbage chute which is available for tenants occupying second-floor residential units. All garbage must be wrapped securely in small, tied plastic bags before being dropped down the garbage chute. Bags must be small enough to ensure that they drop all the way down the chute. The chute should only be used between 6:00 a.m. and 11:00 p.m. Glass, items under pressure such as aerosol cans, pizza boxes or any item larger than the chute dimensions that could get stuck on the way down should be taken directly to the designated garbage area.

- a) Kitty litter and diapers should be double bagged.
- b) Absolutely no garbage is to be left in hallways or in the garbage chute room.

The disposal of oversize items such as furniture is the responsibility of the tenant. Contact the caretaker if assistance is needed.

It is the tenant's responsibility to arrange for the disposal of hazardous waste such as needles, paint, batteries. Contact the caretaker for instructions.

1.2.2 Recycling

Subject to local municipal recycling arrangements, there are provisions to recycle items including, but not limited to, newspaper, fine paper, bottles, cans, and plastic. Tenants must follow published guidelines regarding disposal of these items. Refer to the municipally provided collection schedule for collection days and times.

1.2.3 Laundry

A common laundry room is provided for use only by tenants of the building.

The Laundry Room is open seven days a week from 7:00 a.m. to 11:00 p.m.–notwithstanding periodic closure for cleaning and maintenance.

Those at home during weekdays are requested to do their laundry during that time, so that those who work outside the home will be able to use the facilities during evenings and weekends. Tenants are expected to clean the washer and dryer after every use.

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No washers or dryers are to be installed in any residential units and no laundry shall be hung from the railing, windows, or patios. The Corporation must abide by the municipal zoning and property standards bylaws.

The Board, in conjunction with the current firm supplying the machines, will set the usage price.

1.2.4 Common Room Rental

The common room is available for private use by tenants and community organizations subject to the following conditions:

- a) Bookings will be accepted up to three months in advance.
- b) Bookings are to be made in writing to the caretaker, stating the nature of the event, the number of guests expected, and naming the responsible person (either the tenant or a representative of the community organization). This may be done by delivery, mail, fax, or e-mail.
- c) The responsible person must always be present during the event and clean-up.
- d) There is no rental charge provided a tenant is part of the group to use the facility.
- e) The space may only be used for commercial activities if the booking is in the name of a tenant and is for their own use (i.e., a Tupperware party).
- f) The maximum occupancy limit is not to be exceeded.
- g) All guests will arrive via the main building entrance to gain access to the common room.
- h) The room may be decorated for the event. However, adhesive tape (any variety), staples, tacks or nails may not be used on walls, pillars, or ceilings. The use of putty adhesive is acceptable. All decorations must be removed before the room is vacated.
- i) Candles, incense burners and open flames may not be used
- j) Confetti and comparable products may not be used.
- k) No smoking is permitted in the building per the No Smoking Policy. Smoking is permitted outdoors a minimum of 9m from the building per provincial guidelines and cigarette butts must be disposed of responsibly.
- l) There is a stove and refrigerator available for use in the kitchen. No cutlery, cooking utensils, dishes, or cleaning materials are supplied. There will be a broom, mop, and bucket available for room clean-up.
- m) Music and noise from the event will end by the time specified in local noise by-laws or such earlier time as defined by the Corporation. The facilities must be vacated 30 minutes later.
- n) Sale of alcoholic beverages in any part of the facility is prohibited.
- o) Consumption of alcoholic beverages will require proper party alcohol liability insurance.
- p) The facilities must be cleaned as pre-arranged by 11:00 a.m. the following morning.
- q) Subsequent rental to tenants or community organizations that have damaged the facilities or failed to clean-up properly will be refused.

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- r) Tenants with unpaid rent or in serious breach of the tenancy agreement will not be able to book common space, for as long as the outstanding situation continues.

1.2.5 Parking

The Corporation reserves the right to allocate parking spaces or to redesignate parking areas at any time. The Secretary-Treasurer will maintain a Parking Assignment Report.

Only vehicles registered in the name of the tenant or other authorized occupant of the residential unit will be granted parking privileges, and:

- a) Parking will be allocated on a first come first serve basis.
- b) If the tenant no longer has a vehicle, s/he will be required to give up that spot in favour of another tenant.
- c) All vehicles parking on the property must always be roadworthy and with valid licence plates.
- d) Recreational vehicles, including boat trailers, campers, and similar equipment, shall not be kept on the property.
- e) All entrances and exit lanes associated with the property must always remain clear and vehicles parked in these areas will be subject to towing and ticketing.
- f) The tenant shall park his/her vehicle in such a manner as not to preclude other authorized users of the parking area from having full access to and from their allocated parking spaces.
- g) Vehicle engines are not to be left running unnecessarily.
- h) There are to be no repairs (including oil changes) done on vehicles in any parking area.
- i) The parking spot must always be kept clean of all debris including, but not limited to, car parts, tires, and oil cans.
- j) The tenant agrees to remove his/her vehicle from the assigned spot on 48 hours written notice for cleaning or maintenance of the parking area or otherwise understands that the Corporation reserves the right to remove vehicles at the tenant's expense. The Corporation will not be responsible for any damage that may occur to the vehicle during such removal.
- k) Vehicles must be operated in a careful and safe manner while on Corporation property.
- l) The local municipal parking by-laws will apply in all cases.
- m) A valid handicapped sticker must be visible in a vehicle order to park in any identified handicap space per municipal bylaws.
- ~~n)~~ The tenant will direct his/her visitors to park on the street.
- o) Any vehicles parked on the property are there entirely at the risk of the vehicle owner.
- p) Bicycles must be stored within the residential unit and may not be stored in common area hallways.

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1.4 POLICIES, FORMS and OTHER

This policy guide and the below list of polices provide the framework for the operation of the Corporation. Municipal bylaws, rules and regulations will be enforced as applicable.

1.4.1 Policies

- 1.4.1.1 Lease
 - 1.4.1.1.1 Cannabis Cultivation Policy
 - 1.4.1.1.2 Fire Safety Plan
 - 1.4.1.1.3 Fire Safety Policy
 - 1.4.1.1.4 Guest Policy
 - 1.4.1.1.5 Maintenance Policy
 - 1.4.1.1.6 Moving Policy
 - 1.4.1.1.7 No Smoking Policy
 - 1.4.1.1.8 Occupancy Policy
 - 1.4.1.1.9 Pet Policy
 - 1.4.1.1.10 Transfer Policy
- 1.4.1.2 Bylaw
- 1.4.1.3 Confidentiality Policy
- 1.4.1.4 Landlord Tenant Relations Policy
- 1.4.1.5 Tenant Selection Policy
- 1.4.1.6 Wait List Policy
- 1.4.1.7 Workplace Violence Policy

1.4.2 Forms

- 1.4.2.1 Application Cover Letter
- 1.4.2.2 Application Template
- 1.4.2.3 Offer of Unit Letter
- 1.4.2.4 Maintenance Service Request Form
- 1.4.2.5 Transfer Request Form
- 1.4.2.6 Transfer Acceptance Form
- 1.4.2.7 Incident Report Form
- 1.4.2.8 Pre-authorized Payment Form
- 1.4.2.9 Confirmation of Abuse Form

1.4.3 Other- For Internal Staff Use Only

- 1.4.3.1 Job Description - Caretaker's Duties
- 1.4.3.2 Job Description - Community Director Duties
- 1.4.3.3 Job Description – Resident Director Duties
- 1.4.3.4 Finance - NPH Task List
- 1.4.3.5 Letters Patent (Non-Profit Letter of Incorporation)
- 1.4.3.6 Parking Assignment Report