



QUEENS VILLAGE FOR SENIORS

518 Queens Avenue, London, Ontario N6B 1Y7
Tel: 519-433-4066 ☐ Fax: 519-433-0731 ☐ www.queensvillage.ca

TENANCY AGREEMENT

MADE PURSUANT TO the provisions of the Residential Tenancies Act, 2006
"RTA".

B E T W E E N :

Francine Lacroix

**Queens Village for Seniors
(the " Owner/Landlord")**

AND

(the " Resident/Tenant")

AND/OR

**P.O.A.
(the " Responsible Party")**

AGREEMENT:

1. The Owner hereby agrees to rent to the Resident and the Resident hereby agrees to rent from the Owner the following residential accommodation (the "Premises"):

Unit # _____ Unit Type: _____ with private bathroom.

2. The Owner further agrees to provide the residential facilities, care services and meals herein stated, and the Resident agrees to pay to the Owner the fees herein stated under the terms and conditions set out in this agreement.

3. The tenancy created by this agreement commences on _____, 2008, subject to renewal by the parties or to continuation as provided for in the Residential Tenancies Act.

4. The person(s) named below shall be the only permanent occupant(s) of the Premises:

The Resident covenants not to assign, sublet or part with possession of the Premises without the consent of the Owner, to be determined in accordance with the RTA and which shall not be arbitrarily withheld. The Resident shall pay the Owner's reasonable out-of-pocket expenses incurred thereby.

5. The Premises do consist of shared accommodation. If the Premises are shared accommodation, the Resident acknowledges that there may be a total of ___ people sharing the Premises, as selected by the Owner in its sole discretion, and the Resident acknowledges that he or she will not have exclusive possession. The Owner assumes no liability for any acts or omissions of the co-occupants, if any, of the Premises.

MONTHLY RENTAL FEES:

6. The monthly fee for accommodation, care services and meals is \$ _____ plus \$ _____ for *second person* per month ("Basic Fee"), calculated as follows:

Accommodation (Rent)	\$ _____	50%
Personal Care Services (Nursing, Housekeeping, administration, and Other services including meals.)	\$ _____	50%
BASIC FEE	\$ _____	

(*includes residential facilities as described on Schedule "A")

Additional fee of \$ _____ for the second person in a suite.

- a) The Basic Fee is payable in advance by the Resident to the Owner and shall be due on the first of each month. If in any month the Resident fails to pay the entire Basic Fee plus any other charges which may be owing under this agreement, any monies received will go first to payment of the care services, meals and any other charges which may be payable under this agreement, exclusive of the accommodation component of the Basic Fee. Only when all such outstanding amounts have been paid in full will any balance be applied on account of the accommodation component of the Basic Fee.
- b) If in any month the Resident needs to be hospitalized or should go away for more than 15 days, the Owner will credit the meal portion of the resident's rent at a rate of \$5.00 per day and apply it to the following months rent.

7. The residential facilities, care services and meals to which the Resident is entitled, in addition to occupancy of the Premises, under this agreement in return for payment of the Basic Fee are set out on Schedule "A".

8. The Resident agrees to accept the optional residential facilities, care services, and/or meals set out on Schedule "B" and to pay the monthly charges for such optional items as set out on Schedule "B" in addition to the Basic Fee.

RENT INCREASES

9. Notwithstanding the amount set out in this agreement for the Basic Fee or any other amount payable to the Owner under this agreement, the Resident agrees that the Owner will be entitled to increase the Basic Fee or any other charge in the future in accordance with the Residential Tenancies Act or any successor legislation, to the extent such legislation may be applicable by law.

a) The Owner may increase the rent portion of the monthly rate only once every 12 months upon the anniversary of the resident and the resident must be given 90 days written notice before the increase in accordance with RTA.

b) The Owner may increase the care services and meal portion of the monthly rate with 90 days notice in accordance with the RTA.

RIGHT OF ENTRY TO THE PREMISES

10. Without limiting any right of entry to the Premises that the Owner may have under the Residential Tenancies Act or any successor legislation, the Resident agrees that the Owner shall have the right to enter the Premises in the following circumstances:

- (a) to check or monitor the Resident's condition or safety and to deliver care as has been required by the Tenant by entering into this agreement;
 - (b) once notice of termination has been given by either party to this agreement, in order to show the Premises to prospective residents;
 - (c) in order to inspect the state of maintenance and repair and to carry out repairs, maintenance or renovations which the Owner in its sole discretion deems necessary or advisable;
 - (d) in order to carry out any services requiring access to the Premises which the Owner is required to provide under the terms of this agreement;
 - (e) in order to show example suites to prospective purchasers or mortgagees of the property, if the property should ever be listed for sale or subject to re-financing; and
 - (f) in case of emergency.
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TERMINATION

11. The Owner reserves its rights to terminate this agreement and obtain possession of the Premises in accordance with the provisions of the Residential Tenancies Act or as may be otherwise permitted by law, including the right of re-entry for non-payment of fees or non-observance of covenants.

12. The Resident may terminate this agreement (tenancy) in writing at any time of the month with 30 days notice (RTA 2006, c.17, s 145 (1))

13. The Resident who terminates this agreement (tenancy) as per No. 12 may require, in writing, the Owner stop the provision of care services and meals before the date the agreement terminates by giving at least 10 days notice to the Owner. (RTA 2006, c.17, s 145 (2))

14. In the case of a death of a resident, the tenancy shall be deemed to be terminated 30 days after the death of a tenant. The estate of a tenant has no obligation to pay for care services and meals that would otherwise have been provided under the tenancy agreement more than 10 days after the death of the tenant. (RTA 2006, c.17, s 145 (4))

15. A landlord may give a tenant a 60 Day Notice of Termination of their tenancy at end of Term if the tenant or Responsible Party has persistently failed to pay rent on the date it becomes due and payable (RTA 2006,c.17,s 58).

ASSISTED LIVING PROGRAM

16. Queens Village Retirement Residence is not a hospital or a long term care facility within the meaning of the laws of Ontario and is limited in how much care it can provide. The Resident acknowledges that a deterioration in the health of the Resident could present a safety risk to other residents and/or substantially interfere with their reasonable enjoyment of the accommodation and their own well-being, contrary to the purpose of residing at Queens Village. The Resident also acknowledges that the Owner may apply to the Ontario Rental Housing Tribunal for an order transferring the Resident out of Queens Village if the Resident no longer requires the level of care provided by the Owner or requires a level of care that the Owner is not able to provide.

In the event that:

(1) health or nursing care is required beyond what is included in the Basic Fee, the Resident has the following options:

(a) apply to terminate this agreement and enter a new tenancy agreement, or amend this agreement, to add the additional care as a contracted optional item, assuming that the Assisted Living Program is adequately equipped to meet the care needs of the Resident, in the sole discretion of the Owner, and is not already included in this agreement. The Resident acknowledges that the additional care may only be available in certain parts of the building and that the Resident may not be able to remain in the Premises (the unit then occupied) upon receiving additional care;

- (b) contract or otherwise make arrangements with an external care provider for the additional care required, assuming that the Owner cannot or is not willing in its sole discretion to provide the care required; or
 - (c) give notice of termination under this agreement in accordance with the provisions of the Residential Tenancies Act, or any successor legislation, and arrange for a transfer to a different facility.
- (2) the Owner is of the opinion that the Resident has daily care needs of a temporary or permanent duration which exceed the care services provided under this agreement, the Owner will be entitled to give written notice to the Resident that as of the date set out in the notice, the Resident and the Responsible Party assume exclusive responsibility for the health, well-being and safety of the Resident and the Owner will have no responsibility for any deterioration in the health or well-being of the Resident, including the decease of the Resident. In those circumstances, the Resident and the Responsible Party agree to co-operate in locating alternate accommodation for the Resident expeditiously
- (3) the Resident's health deteriorates and the Resident refuses to leave the Premises or make arrangements for appropriate care in the Premises, the Resident and/or the Responsible Person agree to indemnify the Owner fully for any costs incurred by the Owner to re-gain possession of the Premises, including legal fees, disbursements and G.S.T.

TENANTS LIABILITIES AND RESPONSIBILITIES

- 17. The Resident waives any right to compensation and releases the Owner from any liability in connection with:
 - (a) the use by the Resident or his or her guests of the Premises, services, furnishings, equipment and facilities supplied by the Owner, including injuries or damages caused by anything done or omitted from being done by any Resident or the Owner or its agents, employees or independent contractors, although the Owner shall exercise reasonable care and attention to prevent such injuries and damages; and
 - (b) any deterioration in the health or well-being of the Resident, including the decease of the Resident.
- 18. The Resident shall abide by all policies, rules and regulations as may be in existence from time to time.
 - (a) covenants with the Owner that the Resident shall fulfil and observe all terms of this agreement and that if any default is made by the Resident under this agreement, the Responsible Party shall on demand pay any fees owing under this agreement and/or

compensate the Owner for any damages suffered as a result of the Resident's breach of this agreement;

- (b) covenants that he or she is jointly and severally bound with the Resident for the fulfilment of all obligations of the Resident under this agreement. In the enforcement of its rights under this agreement, the Owner may proceed against the Responsible Party as if the Responsible Party were the named Resident;
- (c) waives any right to require the Owner to proceed against the Resident or to pursue any other remedy which is available to the Owner before proceeding against the Responsible Party; and
- (d) acknowledges that no action or omission of the Owner regarding the enforcement of the obligations of the Resident under this agreement discharges or in any way releases or reduces the obligations of the Responsible Party under this agreement.

RIGHT TO CONSULT

19. The Resident, as the proposed tenant of the Premises, has the right to consult a third party with respect to this agreement and to cancel the agreement within five days after the agreement has been entered into. This agreement will come into effect on the expiration of the five days unless the Resident notifies the Owner, in writing, that this agreement is cancelled. The Owner's address for the purpose of giving any written notice is set out below:

*Queens Village
518 Queens Avenue
London, Ontario
N6B 1Y7*

VALUABLES

- 20. Queens Village cannot accept responsibility for a resident's personal belongings or valuables.
 - 21. Jewellery and large sums of money are best kept with the responsible party and not left with residents or in their rooms.
 - 22. It is suggested that money be kept in the resident's personal file in a locked cabinet in the office and withdrawn when required.
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THIS TENANCY AGREEMENT WILL COMENCE FOR A PERIOD OF 1 YEAR. THE RESIDENT WILL BE NOTIFIED 90 PRIOR TO END OF TERM OF UPCOMING RENEWAL DATE.

Starting Date : _____ Ending Date: _____

Resident's Name (Please Print)

Resident's Signature

OR

AGREED TO AND SIGNED BY THE RESPONSIBLE PARTY:

Responsible Party's Name
(Please Print)

Signature of Responsible Party

Address: _____

Postal Code

Telephone # H _____ W _____ C _____

AGREED TO AND ACCEPTED BY THE OWNER - *QUEENS VILLAGE FOR SENIORS*

Per: Francine Lacroix

Signature

Title: Managing Partner

Or

Per: Lucy Warren

Signature

Title: Administrator

Witness: _____

THE RESIDENT HEREBY ACKNOWLEDGES receipt of a fully executed duplicate original of this agreement on the date set out below.

Date: _____

SCHEDULE "A"

INCLUDED FACILITIES, SERVICES AND MEALS

RESIDENTIAL FACILITIES

- heat
- hydro
- water
- air conditioning
- en suite bathroom
- en suite broadloom and sheers/blinds
- common dining room
- laundry room
- landscaping
- snow removal
- parking

CARE SERVICES

- personal emergency response system-must have facility phone for specific identification
- medication administration/docette management
- on-site Director of Nursing (management of nursing staff and consultation)
- minimum of one RN/RPN/Nurse's Aid on duty at all times for emergency response
- assistance with bathing once a week
- activation program tailored to meet needs of residents
- housekeeping – *weekly dusting, vacuuming, cleaning of bathroom*
- provision of bed linens and towels
- personal laundry at least once a week

MEALS

- 3 meals and 3 snacks per day, 7 days per week
- meals available on tray delivered to room, when authorized by Director of Nursing
- therapeutic diets available, upon authorization of Director of Nursing

SCHEDULE "B"

OPTIONAL ITEMS CHOSEN BY RESIDENT

ASSISTED LIVING PROGRAM

Queens Village will assist families in obtaining additional support from the Community Care Access Centre (CCAC) in the event that health or nursing care is required beyond what is included in the Basic Fee. When CCAC's involvement is terminated or should there be any additional requirements not covered by CCAC, the Resident or responsible party will be financially responsible for the Assisted Living Program which includes the following care services in addition to those described on Schedule "A".

- Availability of one Health Care Aide per residents between hours of _____ a.m. and _____ p.m.
- Dressing assistance
- Assistance with personal hygiene

The fees will be set on a case by case basis following a needs assessment by our Director of Care.

TELEPHONE

The hook up fees, monthly charges and long distance charges are the financial responsibility of the resident.

TV CABLE

The hook-up fees and monthly charges are the financial responsibility of the Resident.

