

CITY OF WHITEHORSE
REGULAR Council Meeting #2020-24

DATE: November 23, 2020
TIME: 5:30 p.m.

Mayor Dan Curtis
Deputy Mayor Dan Boyd
Reserve Deputy Mayor Jocelyn Curteanu

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS 16 Days of Activism against Gender-Based Violence
November 25 to December 10

MINUTES Regular Council Meeting #2020-23 dated November 9, 2020

DELEGATE SUBMISSIONS

PUBLIC HEARING Bylaw 2020-31 OCP Amendment (Whistle Bend Future Area C)

PUBLIC INPUT Bylaw 2020-36 Capital Budget (2021-2024)

STANDING COMMITTEE REPORTS

Corporate Services Committee – *Councillors Roddick and Curteanu*

Borrowing of Funds – For Information Only

Budget Amendment & Contract Award – Waste Recovery Upgrade (CGC)

City Planning Committee – *Councillors Hartland and Cabott*

City Operations Committee – *Councillors Cabott and Hartland*

Local Content Weighting – 139 Tlingit Street

Community Services Committee – *Councillors Boyd and Stick*

Public Health and Safety Committee – *Councillors Stick and Boyd*

Wildfire Risk Reduction Strategy and Action Plan

Development Services Committee – *Councillors Curteanu and Roddick*

Environmental Grant Allocations

NEW AND UNFINISHED BUSINESS

BYLAWS

2020-35 Lease Agreement (Accommodation Space)

3rd Reading

ADJOURNMENT



PROCLAMATION

16 Days of Activism against Gender-Based Violence

November 25 – December 10

WHEREAS from November 25th, the *International Day for the Elimination of Violence against Women*, to December 10th, *Human Rights Day*, the [16 Days of Activism against Gender-Based Violence Campaign](#) is a time to promote recognition of the need for action to end violence in Canada and around the world; and

WHEREAS the City of Whitehorse recognizes that no level of gender-based violence is acceptable and that the elimination of violence against women and girls must be a priority; and

WHEREAS community-based organizations in the City of Whitehorse are also committed to ending violence against women and girls, both at home and abroad; and

WHEREAS the colour orange can be seen as a symbol of hope for a brighter future; and

WHEREAS the City of Whitehorse will light up City Hall in orange during these 16 days to raise awareness and to stand in solidarity with the victims of gender-based violence and with those who defend human rights;

NOW THEREFORE I, Mayor Dan Curtis, do hereby proclaim November 25th to December 10th to be **16 Days of Activism Against Gender-Based Violence** in the City of Whitehorse.

Dan Curtis
Mayor

MINUTES of **REGULAR** Meeting #2020-23 of the council of the City of Whitehorse called for 5:30 p.m. on Monday, November 9, 2020, in Council Chambers, City Hall.

PRESENT: Mayor Dan Curtis
Councillors Dan Boyd
Laura Cabott
Jocelyn Curteanu
Samson Hartland – Electronic Participation
Stephen Roddick
Jan Stick

ALSO PRESENT: City Manager Linda Rapp
Director of Community and Recreation Services Jeff O’Farrell
Director of Corporate Services Valerie Braga
Director of Development Services Mike Gau
Acting Director of Human Resources Lindsay Schneider
Director of Infrastructure and Operations Peter O’Blenes
Manager of Legislative Services Catherine Constable

Mayor Curtis called the meeting to order at 5:30 p.m.

CALL TO ORDER

2020-23-01

It was duly moved and seconded
THAT the agenda be adopted as presented.

AGENDA

Carried Unanimously

PROCLAMATIONS

2020-23-02

It was duly moved and seconded
THAT the minutes of the regular council meeting dated October 26, 2020
be adopted as presented.

MINUTES

October 26, 2020

Carried Unanimously

DELEGATE SUBMISSIONS

No Delegate Submissions

COMMITTEE REPORTS

Corporate Services Committee

2020-23-03

It was duly moved and seconded THAT Council approve a grant of transit passes and a Canada Games Centre family pass in the amount of \$2,617. Funded from the council donation account.

COUNCIL GRANT
YUKON CARES

Carried Unanimously

2020-23-04

It was duly moved and seconded THAT Bylaw 2020-35 a bylaw to authorize a lease agreement with the Landlord for the City’s accommodation space at 177 Olive May Way, be brought forward for consideration under the bylaw process.

LEASE AGREEMENT
ACCOMMODATION
SPACE

Carried Unanimously

The City Manager presented a new format for quarterly reports, highlighting progress on Council priorities during the third quarter and anticipated focuses for departments in the fourth quarter.

QUARTERLY REPORTS
For Information Only

A council member noted the statistics for housing starts to date in 2021 and asked whether analysis has been done regarding whether that level of growth is sustainable.

City Planning Committee

2020-23-05

It was duly moved and seconded THAT Bylaw 2020-34, a bylaw to amend the zoning at 1308 Centennial Street in the Porter Creek neighbourhood to allow for the development of an eight-unit multiple residential complex, be brought forward for consideration under the bylaw process.

ZONING AMENDMENT
1308 CENTENNIAL
STREET

Carried

IN FAVOUR – Mayor Curtis, Councillors Boyd, Cabott, Curteanu, Roddick and Stick

OPPOSED – Councillor Hartland

Recorded Vote

City Operations Committee

There was no report from the Operations Committee

No Report

Community Services Committee

There was no report from the Community Services Committee

No Report

Public Health and Safety Committee

2020-23-06

It was duly moved and seconded

THAT Council approve the 2020 Christmas Food for Fines Program;
and

THAT Council direct a grant not exceeding \$10,000 for parking meter ticket or two-hour zone fines issued between November 28th and December 5th, 2020 be approved to the Whitehorse Food Bank and Kaushee's Place as part of the Food for Fines program.

CHRISTMAS FOOD FOR
FINES PROGRAM

Carried Unanimously

Development Services Committee

There is no report from the Development Services Committee

No Report

BYLAWS

2020-23-07

It was duly moved and seconded

THAT Bylaw 2020-23, a bylaw to authorize a local improvement charge for urban electrification at 24 Harvey Place, having been read a first and second time, now be given third reading

BYLAW 2020-23
URBAN
ELECTRIFICATION
THIRD READING

Carried Unanimously

2020-23-08

It was duly moved and seconded

THAT Bylaw 2020-35 a bylaw to authorize a lease agreement with the Landlord for the City's accommodation space at 177 Olive May Way, be given first reading.

BYLAW 2020-35
LEASE AGREEMENT
ACCOMMODATION
SPACE
FIRST READING

Carried Unanimously

2020-23-09

It was duly moved and seconded
THAT Bylaw 2020-35 be given second reading.

SECOND READING

Carried Unanimously

2020-23-10

It was duly moved and seconded
THAT 2020-34, a bylaw to amend the zoning at 1308 Centennial Street in the Porter Creek neighbourhood to allow for the development of an eight-unit multiple residential complex, now be given first reading.

BYLAW 2020-34
ZONING AMENDMENT
1308 CENTENNIAL
STREET
FIRST READING

Carried

IN FAVOUR – Mayor Curtis, Councillors Boyd, Cabott, Curteanu, Roddick and Stick

OPPOSED – Councillor Hartland

Recorded Vote

There being no further business, the meeting adjourned at 6:07 p.m.

ADJOURNMENT

MEMORANDUM

FILE #: OCP-31-2020

TO: Mayor and Council

FROM: Administration

DATE: November 23, 2020

SUBJECT: Public Hearing at Regular Council Meeting November 23, 2020

Please be advised there will be a Public Hearing at the Regular Council Meeting of November 23, 2020, to hear from interested parties related to the following Official Community Plan (OCP) amendment:

Bylaw 2020-31, a bylaw to amend the Official Community Plan to allow for the development of the area known as Whistle Bend Future Area “C”

As part of the planning and preliminary engineering report for new residential areas in Whistle Bend in 2018, the 56.4 Ha subject parcel known as Future Area ‘C’ was identified as a new development area. The preliminary design for Area C was established in this report with input from public and other governments. YG has confirmed that it wishes to proceed with detailed engineering for Future Area C in early 2021 to ensure there is a continuous supply of available building lots in the coming years. For development to occur in Area C, amendments to the OCP are required.

The proposed amendments include changing the land use designation in Map 2 from Greenspace to Residential-Urban, as well as changing designation in Map 1 from Recreation Area and Green ‘Connections’ Area to Designated Development Area, and including this parcel in the area identified as Undeveloped Public Land in Map 5.

Area C meets the objectives of the OCP for development that uses existing servicing infrastructure, promotes active transportation, and integrates with other residential, commercial and institutional uses to create complete communities. The preliminary design for Area C shows that the residential unit potential for this area is approximately 825 units and 2,400 residents, with predominantly low and medium density units. The current plan includes a 30-metre setback to address the steep slope at the western edge of the planning areas, intended to protect areas of environmental sensitivity. Refinement of the land use plan for subdivision and zoning approvals will be subject to policies in the OCP for residential uses.

Bylaw 2020-31 received First Reading on October 26, 2020. Notices were published in the newspapers on October 30 and November 4, 2020 and a copy of the notice was sent to the Minister of Community Services, as per the *Municipal Act*. A total of 797 letters were sent to property owners within 1000 m of the parcel. Yukon Government Land Client Services, Kwanlin Dün First Nation, Ta’an Kwäch’än Council, and the Porter Creek and Whistle Bend Community Associations were notified by mail.

Sidharth Agarwal
Planner II

cc: Director of Development Services
Manager of Planning and Sustainability Services



Minutes of the meeting of the Corporate Services Committee

Date	November 16, 2020	2020-24
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Stephen Roddick – Chair Councillor Jocelyn Curteanu – Vice-Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Laura Cabott Councillor Samson Hartland Councillor Jan Stick	
Staff Present	Mike Gau, Acting City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mélodie Simard, Acting Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Brittany Dixon, Acting Manager of Financial Services Richard Graham, Manager of Operations	

Your Worship, the Corporate Services Committee respectfully submits the following report:

1. Borrowing of Funds – For Information Only

The Operations Building is the first and largest component of the City’s Building Consolidation Project. The City passed Bylaw 2017-35 authorizing borrowing of funds for the Operations Building in an amount not to exceed \$18.8M over a 20-year amortization period at a rate not to exceed 2.653%.

The City is ready to enter into a borrowing agreement to finance a portion of the construction costs. Based on updated cost projections, reserves levels, and borrowing costs, Administration has updated the preliminary financing plan for the Building Consolidation Project. The revised budget of \$54.6M for the Operations Building component will be funded via three means, Gas Tax, reserves funding and borrowing. The City will have the ability to pay off the loan at any time.

A committee member expressed concerns over borrowing when the City has strong reserves.

2. Budget Amendment & Contract Award – Waste Heat Recovery Upgrades Canada Games Centre

Design for the 2020 CGC Waste Heat Recovery Upgrade was completed in August 2020. This upgrade will allow waste heat from the ice rink refrigeration system to be delivered to two additional areas in the CGC, reducing energy costs, heating oil consumption, and greenhouse gas emissions.

During the design phase, the City received a construction cost estimate from the design consultant indicating that project construction would cost significantly more than originally budgeted. Fortunately, higher-than-expected cost savings and GHG reductions indicated that the project was still viable with an improved payback period. Administration applied for an amendment to the Gas Tax project proposal and was approved.

The recommendation of the Corporate Services Committee is

THAT the 2020 to 2023 Capital Expenditure Plan be amended by increasing the 2020 budget for project number 320c00910 in the amount of \$200,000, funded by Gas Tax to cover the additional costs; and

THAT the 2021 and 2022 Provisional Operating Budgets be decreased by \$42,500 and \$85,000 respectively, to reflect the anticipated energy savings; and

THAT Council authorize Administration to award the contract for the 2020 CGC Waste Heat Recovery Upgrade to Budget Plumbing & Heating Inc. for a net cost to the City of \$494,333.00 plus GST.

3. Tax Rate Classifications – For Information Only

A committee member raised the issue of tax rate classifications for different land designations and requested that this be discussed in the forthcoming operating budget process.



Minutes of the meeting of the City Planning Committee

Date	November 16, 2020	2020-24
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Samson Hartland – Chair Councillor Laura Cabott – Vice Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Jocelyn Curteanu Councillor Stephen Roddick Councillor Jan Stick	
Staff Present	Mike Gau, Acting City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mélodie Simard, Acting Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services	

Your Worship, there is no report from the City Planning Committee.



Minutes of the meeting of the City Operations Committee

Date	November 16, 2020	2020-24
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Laura Cabott – Chair Councillor Samson Hartland – Vice Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Jocelyn Curteanu Councillor Stephen Roddick Councillor Jan Stick	
Staff Present	Mike Gau, Acting City Manager Jeff O'Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Peter O'Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Richard Graham, Manager of Operations	

Your Worship, the City Operations Committee respectfully submits the following report:

1. Local Content Weighting – 139 Tlingit Street

The City intends to renovate and install a biomass heating system at the old Transit Building, 139 Tlingit Street, which will become the new location for the Parks and Community Development department. Renovations will include substantial energy upgrades, interior renovations to better suit the new occupants, and the installation of a biomass heating system.

The recommendation of the City Operations Committee is

THAT Council authorize Administration to set the weighting for local content at 10 points in the RFP for Design and Construction Administration Services for 139 Tlingit Street.

2. Clearing Paths for Cyclist – For Information Only

A committee member asked on behalf of the Cycling Coalition about snow clearing for bike paths. Administration confirmed that city practices are based on the Trail and Maintenance Policy and the Snow and Ice Control Policy.



Minutes of the meeting of the Community Services Committee

Date	November 16, 2020	2020-24
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Dan Boyd – Chair Councillor Jan Stick – Vice-Chair Mayor Dan Curtis Councillor Laura Cabott Councillor Jocelyn Curteanu Councillor Samson Hartland Councillor Stephen Roddick	
Staff Present	Mike Gau, Acting City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mélodie Simard, Acting Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services	

Your Worship, there is no report from the Community Services Committee.



Minutes of the meeting of the Public Health and Safety Committee

Date	November 16, 2020	2020-24
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Jan Stick – Chair Councillor Dan Boyd – Vice Chair Mayor Dan Curtis Councillor Laura Cabott Councillor Jocelyn Curteanu Councillor Samson Hartland Councillor Stephen Roddick	
Staff Present	Mike Gau, Acting City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mélodie Simard, Acting Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services	

Your Worship, the Public Health and Safety Committee respectfully submits the following report:

1. Wildfire Risk Reduction Strategy and Action Plan

The City entered into a contract with TransNorthern Consulting, subcontracting to Al Beaver and Ember Research. The committee overseeing the work includes staff from Yukon’s Forest Management Branch and Wildland Fire Management, Ta’an Kwäch’än Council, Kwanlin Dün First Nation, and the City.

Based on the expert reports, Administration has drafted a proposed Wildfire Risk Reduction Strategy and Action Plan 2021-2024 (the Strategy/Action Plan), for Council consideration.

Council members expressed concerns about the Administrative recommendation to adopt Action #8 and the rest of the Strategy/Action Plan as a guiding document.

The recommendation of the Public Health and Safety Committee is

THAT Council adopt proposed Action #8 in the City of Whitehorse Wildfire Risk Reduction Strategy and Action Plan 2021-2024, as presented; and

THAT Council adopt the remainder of the City of Whitehorse Wildfire Risk Reduction Strategy and Action Plan 2021-2024 as a guiding document.

2. Mandatory Face Masks Use – For Information Only

A committee member asked about the mandatory use of face masks at the Canada Games Centre and Takhini Arena. Administration confirmed that the decision was made following the Chief Medical Officer of Health's requirement for mandatory use of face masks at all schools and because of the increasing spread of the COVID-19 virus in Canada.

3. Conversion Therapy – For Information Only

A committee member noted that a bill banning conversion therapy bill has been passed by the Government of Yukon and commended those who advocated for it.



Minutes of the meeting of the Development Services Committee

Date	November 16, 2020	2020-24
Location	Council Chambers, City Hall	
Committee Members Present	Councillor Jocelyn Curteanu – Chair Councillor Stephen Roddick – Vice-Chair Mayor Dan Curtis Councillor Dan Boyd Councillor Laura Cabott Councillor Samson Hartland Councillor Jan Stick	
Staff Present	Mike Gau, Acting City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mélodie Simard, Acting Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Catherine Constable, Manager of Legislative Services Myles Dolphin, Manager of Strategic Communications	

Your Worship, the Development Services Committee respectfully submits the following report:

1. Environmental Grant Allocations

The City has a \$25,000 annual budget to fund projects that advance the Whitehorse Sustainability Plan. The purpose of the environmental grant program is to encourage and enable societies, commercial organizations, and schools to be active partners in achieving the City’s sustainability goals.

Seven applications were received for the annual major grant intake and reviewed on October 29, 2020. Three projects were incomplete and were withdrawn by the applicants. One application lacked sufficient information to be considered during this intake. Three applications are recommended for the full amount requested.

Administration confirmed that the number of applicants and grants disbursed each year is different, and that the funds budgeted for environmental grants cannot be allocated to other programs.

The recommendation of the Development Services Committee is

THAT Council approve the allocation of Environmental Grants in the amount of \$5,946.96.

There being no further business, the meeting adjourned at 7:18 p.m.

CITY OF WHITEHORSE

BYLAW 2020-35

A bylaw to authorize a lease agreement for accommodation space

WHEREAS section 265 of the *Municipal Act* (2002) provides that council may pass bylaws for the municipality’s acquisition, sale, management, mortgaging, construction, leasing, renting, or any other dealings with any real or personal property, or any interest in land, buildings, or other improvements on land or personal property; and

WHEREAS it is deemed desirable that the City enter into a lease agreement with respect to accommodation space;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The City of Whitehorse is hereby authorized to enter into a 24-month lease agreement with Terence Tait for the purpose of leasing approximately 1,700 square feet of accommodation space at 177 Olive May Way.
2. The Mayor and Assistant City Clerk are hereby authorized to execute on behalf of the City of Whitehorse the lease agreement attached hereto as Appendix “A” and forming part of this bylaw, and all other documentation necessary to complete the acquisition of the said lease in a timely manner.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING: November 9, 2020
THIRD READING and ADOPTION:

Mayor

Assistant City Clerk



TENANCY AGREEMENT

WWW.TERENCETAIT.CA

This Tenancy Agreement accurately reflects the *Residential Landlord and Tenant Act (RLTA)* and accompanying regulation. A landlord and tenant may wish to obtain independent legal advice regarding whether this agreement satisfies their own personal needs.

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in *RLTA*. In this tenancy agreement, the words **rental unit** and **residential property** have the same meaning as in the *RLTA*.

RESIDENTIAL TENANCY AGREEMENT BETWEEN:

The LANDLORD: Terence Tait
and the TENANT(S): _____

ADDRESS OF RENTAL UNIT: 177 OLIVE HAY WAY
Emergency contact (for tenant to contact landlord) _____
Address for service on the landlord: _____

Maximum number of occupants permitted to live in the rental unit: 4
(if the amount of rent payable varies with the number of occupants, this must be specified)

APPLICATION OF THE RESIDENTIAL LANDLORD AND TENANT ACT

1. The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the *RLTA* or a regulation made under that *RLTA*. If a term of this tenancy agreement does not contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void
2. Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
3. The requirement for an agreement under subsection (2) does not apply to:
 - a) A rent increase given in accordance with the *RLTA*
 - b) A withdrawal of, or a restriction on, a service or facility in accordance with the *RLTA*, or
 - c) A term in respect of which a landlord or tenant has obtained a dispute resolution officer's order that the agreement of the other is not required

LENGTH OF TENANCY

This tenancy starts on: DEC 1ST 2020

Length of tenancy: 2 YEARS

This tenancy is: Month-to-month OR for a fixed length of time (please circle one)

Fixed length of time start date: NOV 1ST 2020 Ending on: OCT 31 2022

At the end of this fixed length of time: The tenancy may continue on a month-to-month basis OR the tenancy ends and the tenant must move out of the unit. (please circle one)

RENT

Payment of Rent: The tenant will pay the rent of \$ 2900⁰⁰ each month to the landlord on the first day of the rental period which falls on the 1st day of each month, subject to rent increases given in accordance with the RLTA. Tenant must pay the rent on time. If the rent is late, the landlord may issue a notice to end the tenancy to the tenant, which will take effect not earlier than 14 full days after the date the notice is given.

What is included in the rent: The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement

- | | | | | |
|--|--|---|--|---|
| <input checked="" type="checkbox"/> Water | <input type="checkbox"/> Electricity | <input type="checkbox"/> Heat | <input checked="" type="checkbox"/> Laundry | <input type="checkbox"/> Parking for <u>2</u> Vehicles |
| <input checked="" type="checkbox"/> Stove | <input checked="" type="checkbox"/> Oven | <input type="checkbox"/> Internet | <input type="checkbox"/> Fuel | <input checked="" type="checkbox"/> Furniture <input type="checkbox"/> Dishwasher |
| <input type="checkbox"/> Cable | <input type="checkbox"/> Wood | <input type="checkbox"/> Carpet storage | <input checked="" type="checkbox"/> Garbage collection | |
| <input checked="" type="checkbox"/> Refrigerator | | <input type="checkbox"/> Snow removal | | |

Monthly rent payments may be paid by post-dated cheque or etransfer at:

[REDACTED] Please set the security question to [REDACTED] and make the answer [REDACTED]

SECURITY DEPOSIT

The tenant(s) is required to pay a security deposit of \$ 2900⁰⁰ by OCT 30 2020

The landlord agrees:

- a) That the security deposit must not exceed the first month's rent payable for the residential property,
- b) To keep the security deposit during the tenancy and pay interest on it in accordance with the regulations, and
- c) To repay the security deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - i. The tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or

- II. The landlord applies for dispute resolution under the RLTA within 15 days of the end of the tenancy agreement to claim some or all of the security deposit
 1. The 15 day period starts on the later of
 - a) The date the tenancy ends, or
 - b) The date the landlord receives the tenant's forwarding address in writing
 2. If a landlord does not comply with the above sections
 - a) May not make a claim against the security deposit, and
 - b) Must pay the tenant the amount of the security deposit
 3. The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent

UTILITIES

The tenant shall create accounts under their own name and pay for the following utilities in full: ELECTRICITY. The tenant shall pay for all charges respecting the tenant's occupation and use of the premises from the commencement date until the return of the premises to the landlord on the tenancy end date.

PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the *Human Rights Act*. (Example: Service animals)

CONDITION INSPECTIONS

1. In accordance with section 22 of the *RLTA*, the landlord and tenant must inspect the condition of the rental unit together.
 - a) At the start of the tenancy, and
 - b) At the end of the tenancy
2. The landlord and tenant may agree on a different day for the condition inspection.
3. The right of both the tenant and the landlord to claim against a security deposit for damage to the residential property may be extinguished if the party does not comply with the *Residential Landlord Tenant Act*.

PAYMENT OF RENT

1. The tenant must pay the rent in full and on time, unless the tenant is permitted under the *RLTA* to deduct from the rent. If the rent is unpaid, the landlord may serve written notice to end a tenancy on the tenant, which may take effect not earlier than 14 days after the date the tenant receives the notice

2. The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made in accordance with the *Residential Landlord Tenant Act*.
3. The landlord must give the tenant a receipt for rent paid in cash
4. The landlord must return to the tenant on or before the last day of tenancy any postdated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any postdated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

RENT INCREASE

1. Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment.
2. A landlord must give a tenant 3 full months notice, in writing, of a rent increase. (for example, if the rent is due on the 1st of the month and the tenant is given notice any time in February, including February 1st, there must be 3 full months before the increase begins. In this example, the months are March, April, and May, so the increase would begin on June 1)

ASSIGN OR SUBLET

1. The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. The tenant must give one month notice. The landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
2. If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution with the Residential Tenancies Office.

MAXIMUM NUMBER OF OCCUPANTS

The maximum number of occupants must be clearly stated in the tenancy agreement. If the amount of rent payable varies with the number of occupants, this must also be specified.

REPAIRS

1. The landlord's obligations:
 - a) The landlord must provide the residential property in a reasonable state of repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
 - b) A tenant should notify the landlord if any repairs are required and has a duty to mitigate any damage to the property (such as taking steps to minimize damage in case of emergencies)
 - c) If the landlord is required to make repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may seek an order from the RTO for the completion and cost of the repair.

2. The tenant' obligations:
 - a) The tenant must maintain reasonable health, cleanliness, and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair the damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.
 - b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution for cost of repairs, serve a notice to end a tenancy, or both.

3. Emergency repairs:
 - a) The landlord must post and maintain in a conspicuous place on the residential property, or give the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
 - b) If emergency repairs are required, the tenant must make at least 2 attempts to telephone the designated contact person, and then give the landlords reasonable time to complete the repairs.
 - c) If the emergency repairs are still required, the tenant may reasonably undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
 - d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and includes
 - i. Major leaks in pipes or the roof
 - ii. Damaged or blocked water or sewer
 - iii. The primary heating system
 - iv. Damaged or defective locks that give access to a rental unit, or
 - v. The electrical systems

OCCUPANTS AND GUESTS

1. The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
2. The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
3. If the number of occupants in the rental unit exceeds the maximum number, the landlord may discuss the issue with the tenant and may serve a notice to end tenancy.

LOCKS

1. The landlord must not change locks or other means of access to a rental unit unless the landlord provides each tenant with new keys or other means of accessing the residential property.
2. The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
3. The tenant must not change locks or other means of access to:
 - a) Common areas of residential property, unless the landlord consents to the change, or
 - b) His or her rental unit, unless the landlord consents in writing to, or a dispute resolution officer has ordered the change.

LANDLORD'S ENTRY INTO RENTAL UNIT

1. For the duration of the tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
2. The landlord may enter the rental unit only if one of the following applies:
 - a) At least 24 hours and not more than 7 days before the entry, the landlord gives the tenant a written notice which states
 - i. The purpose for entering, which must be reasonable, and
 - ii. The date and the time of the entry, which must be between 8 a.m. and 8 p.m. unless the tenant agrees otherwise;
 - b) There is an emergency and the entry is necessary to protect life or property;
 - c) The tenant gives the landlord permission to enter at the time of entry or not more than 7 days before the entry;
 - d) The tenant has abandoned the rental unit;
 - e) The landlord has an order from the RTO or court order saying the landlord may enter the rental unit;
 - f) The landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

ENDING THE TENANCY

1. Either the landlord or the tenant can end a yearly tenancy by serving the other party with a 3 month written notice. The tenant may end a monthly tenancy by giving the landlord at least one month's written notice, whereas the landlord must provide two full

months of notice for the same types of tenancy. A notice must be given no later than the day before rent is due to start the clock for the following rental month.

2. This notice must be in writing and must
Include the address of the rental unit,
 - a) Include the date the tenancy is to end,
 - b) Be signed and dated by the tenant, and
 - c) Include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy
3. If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Residential Landlord and Tenant Act.
4. The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
5. The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the *Residential Landlord and Tenant Act*.

FEES

Permitted fees include: fee for key replacement or for additional keys, locks, or access device. This fee must not be greater than the direct cost of replacing the key, lock, or access device.

NSF: If the tenancy agreement includes this as a term, a landlord may charge a tenant the service fee charged by the bank if a tenant's cheque is returned. The landlord may also charge an additional administrative fee up to \$25 for return of cheque.

ADDITIONAL ITEMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking, fuel and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the *Residential Landlord and Tenant Act* and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.
- c) Attached to this tenancy agreement, there is is not an Addendum

If there is an Addendum attaches, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum _____ Number of additional terms in the addendum _____

MINIMUM RENTAL STANDARDS

PART 1

Purposes

1. The purpose of this Schedule is to establish minimum rental standards that ensure rental units and residential properties are safe, sanitary and fit for human habitation.

Principles

2. The minimum rental standards set out in this Schedule are to be interpreted having regard to the age, character and location of the rental unit and residential property, and the services or facilities that are provided or agreed to be provided. (2)
3. A tenant or landlord must not interfere with the responsibility of the other for complying with the Act or this Regulation, or for providing a service or facility as agreed in a tenancy agreement
4. Tenants and landlords have a duty to inform each other if there are concerns or issues regarding their rental units or other parts of their residential properties.
5. A tenant must not do anything at or in respect of the rental unit or any other part of the residential property that would reasonably be expected to create a health, fire or safety hazard.

Interpretation

6. In this Schedule "drinking water" means water that meets the health parameters of the Guidelines for Canadian Drinking Water Quality published by Health Canada, as amended or replaced from time to time.
7. "plumbing" means all or any part of a drainage system, a water system or a related venting system, including pipes, tanks, water heaters, vents, drain fittings and fixtures;
8. A reference in this Schedule to a residential property in respect of a rental unit means, unless the context indicates otherwise, the rental unit and any other parts of the residential property that the tenancy agreement gives the tenant access to.

PART 2 - LOT AND EXTERIOR

9. The landlord must provide surface water drainage and disposal on the residential property to help prevent erosion, ponding and entry of water into buildings and other structures located on the residential property.
10. The landlord must provide buildings and other structures (other than fences) on the residential property in good repair and free from conditions that would reasonably be expected to create a health, fire or safety hazard.

11. Walks, steps, driveways and parking areas of the residential property must be provided by the landlord in good condition to afford safe, unobstructed passage and a safe surface and, unless otherwise agreed to by both the landlord and the tenant and stated in the tenancy agreement, must be maintained in that condition by
 - a) the tenant, for any area of the residential property that is for the tenant's exclusive use; and
 - b) The landlord, for all other areas of the residential property.
12. The landlord must provide the yard of the residential property in a condition that is clean and free from rubbish, debris, holes, excavations and other objects and conditions that would reasonably be expected to create a health, fire or safety hazard.
13. The landlord must provide all porches, balconies, landings, and stairs on the residential property with handrails as required under the Building Standards Act, and must maintain the porches, balconies, landings and stairs free from defects that would reasonably be expected to create a health, fire or safety hazard.
14. The landlord must provide exterior walls of buildings on the residential property with a cladding or covering reasonably free of holes, cracks, and excessively worn surfaces so as to prevent the entrance of moisture, insects, and rodents into the structure, and to provide reasonable durability.
15. The landlord must provide each building on the residential property with a weather-tight roof (including eavestroughing and water piping as appropriate), and must ensure that water from the roof of the buildings is reasonably directed away from the building.

PART 3 - SAFETY AND FIRE PROTECTION

16. The landlord must ensure that the residential property conforms to all applicable requirements under the Fire Prevention Act.
17. The landlord and the tenant must comply with each obligation imposed on them under the Fire Prevention Act, including (but not limited to) those that relate to smoke alarms and carbon monoxide alarms.
18. The landlord must ensure that all fuel burning appliances in the residential property are lawfully installed, are in good working order and are regularly serviced in accordance with the manufacturer's instructions.
19. The landlord must ensure that chimneys, smoke pipes, connections, and their components on the residential property are kept clear of obstructions, are cleaned annually (or more frequently if necessary), and are maintained in good working order.
20. The landlord must provide the rental unit with a safe, continuous, and unobstructed passage from the interior of the rental unit to the exterior grade level of the building. The passage must not pass through a room contained in a separate rental unit.
21. The tenant must not unreasonably obstruct the passage from the interior of the rental unit to the exterior grade level of the building.

22. The landlord must ensure that every room in the rental unit that is intended to be a bedroom has a window that provides a safe passage out as required under the Building Standards Act.

PART 4 - INTERIOR

23. The landlord must provide cellars, basements, crawl spaces and foundations of the residential property in good repair such that they are reasonably weather tight and rodent proof.
24. The landlord must provide walls, ceilings and floors of the residential property in a structurally sound condition reasonably free from major cracks, crevices, holes and defects.
25. The landlord must provide floors in the washrooms, shower rooms, toilet rooms, bathrooms and laundry rooms of the residential property that are reasonably resistant to moisture.
26. The landlord must provide exterior doors, windows and frames on the residential property that operate satisfactorily and are reasonably weather tight, and must repair or replace any damaged or missing parts, including broken glass and defective hardware.
27. The landlord must provide entrance doors to rental units that are capable of being locked from both inside and outside.
28. The landlord must maintain the heating system in the building in which the rental unit is located in good working condition.
29. The tenant must not use, and the landlord must not require the tenant to use
 - a) A cooking appliance as a primary source of space heating; nor
 - b) A portable space heater as a primary source of heat.
30. Whichever of the landlord and the tenant controls the temperature of the rental unit must neither allow the rental unit to be so cold, nor cause it to be so hot, that it is reasonable to expect the temperature
 - a) To be a health or safety hazard; or
 - b) To cause damage to the rental unit.
 - c) Subsection (31) does not require the landlord or the tenant to do anything to reduce the temperature of the rental unit other than to refrain from heating it.
31. If the rental unit includes a plumbed water supply system
 - a) If the water for the system is supplied directly from a large public drinking water system (as defined in the Drinking Water Regulation under the Public Health and Safety Act, the landlord must ensure that the system provides an adequate supply of drinking water to the rental unit;

- b) The landlord must provide all plumbing in the rental unit in sound condition, maintain it reasonably free from leaks and obstructions, and ensure it is protected from freezing; and
 - c) The tenant must maintain all plumbing reasonably free from obstructions and must immediately inform the landlord if the tenant has reason to believe the plumbing is not in sound condition or is not reasonably free from leaks and obstructions.
 - d) For the purposes of paragraph (32a), water that is supplied to a rental unit directly from a large public drinking water system is deemed to be drinking water unless there are reasonable grounds to believe that it is not.
 - e) If the rental unit does not include a plumbed water supply system, or its plumbed water supply system is supplied otherwise than directly from a large public drinking water system, the landlord must supply drinking water in the amount, if any, specified in the tenancy agreement.
32. The landlord must provide the rental unit with toilet facilities, whether indoor or outdoor, that meet reasonable health and safety standards and that have a lockable door to provide privacy.
33. If a shared bathroom or toilet room includes one or more toilet stalls, the landlord must provide each toilet stall with a lockable door that provides privacy.
34. If the rental unit contains a bathroom with one or more fixtures including sinks, showers, tubs and toilets, the landlord must provide the fixtures in good working order.
35. The landlord must provide each indoor bathroom with a lockable door that provides privacy.
36. The landlord must ensure that the rental unit is connected to a public sewage system or to a maintained and functioning private sewage disposal system, or has an outhouse if there is no plumbed water at the rental unit.
37. The landlord must provide the sewage systems and all related components in proper operating condition, free from leaks, defects, and obstructions, and suitably protected from freezing.
38. The landlord must provide the rental unit with sufficient ventilation so as not to create dampness, moisture or condensation in the rental unit that might reasonably be expected to lead to rot, mildew or other conditions that are a potential health hazard.
39. The tenant must use the means provided by the landlord to ensure sufficient ventilation as described in section (39).
40. If the rental unit is connected to an electrical power system
- a) The landlord must provide all outlets, switches, wiring, and fixtures in safe working condition; and
 - b) The tenant must neither change the system in such a way as to create a safety or fire hazard nor overload it.
41. If the tenancy agreement requires the landlord to provide appliances in the rental unit

- a) The landlord must provide properly installed and vented appliances that are in good working condition; and
 - b) The tenant must maintain the appliances in good working condition and must immediately inform the landlord if the tenant has reason to believe an appliance is not in that condition.
42. The landlord must provide the residential property free of rodent, vermin, and insect infestations and must take appropriate measures to exterminate infestations, should they occur.
43. The tenant must maintain the residential property free of attractants that would reasonably be expected to cause rodent, vermin or insect infestations.
44. Neither the landlord nor the tenant may allow more people to reside in the rental unit than the lowest maximum number permitted under the fire code established under *the Fire Prevention Act* and other applicable health and safety standards.

COMPLIANCE TIMELINE

IMPORTANT: Landlords will have one full year from the date the regulations come into force to comply with the minimum rental standards. NOTE: This section also applies to pre-existing tenancies.

BY SIGNING THIS TENANCY AGREEMENT, THE LANDLORD AND THE TENANT ARE BOUND BY ITS TERMS.

the LANDLORD (full legal name): Terence Tait

Signature of LANDLORD [Signature] Date: OCT 21 2020

TENANT 1 (full legal name) _____

Signature _____ Date: _____

TENANT 2 (full legal name) _____

Signature _____ Date: _____