

SPONSOR MANAGEMENT AGREEMENT FOR OPERATING A MHRC PROJECT

THIS AGREEMENT IS EFFECTIVE ON THE _____.

BETWEEN:

THE MANITOBA HOUSING AND RENEWAL CORPORATION

(hereinafter called "MHRC"),

OF THE FIRST PART,

- and -

(hereinafter called "the Sponsor"),

OF THE SECOND PART.

WHEREAS, pursuant to subsection 7(1) of *The Housing and Renewal Corporation Act*, R.S.M. 1987, c. H160 (the "Act"), MHRC may enter into agreements for the management of land, buildings and personal property owned by MHRC;

AND WHEREAS the Sponsor has been incorporated under *The Corporations Act*, R.S.M. 1987, c. C225, as a not-for-profit corporation without share capital;

AND WHEREAS MHRC and the Sponsor entered into an agreement (the "Development Agreement"), dated _____ in which MHRC agreed to advance to the Sponsor the monies required to develop a housing complex in the _____, Manitoba, for the accommodation of families and special needs clients of low or moderate income ;

AND WHEREAS the Sponsor has agreed to operate, manage and administer the _____ Unit Project as a public housing project in accordance with the terms of this Agreement for which the Sponsor shall _____ units under the provisions of MHRC's rental housing programs, all of which are situated in the Town of Minnedosa, Manitoba, and legally described as set out in Schedule "A" hereto (the "Project");

NOW, THEREFORE, THIS AGREEMENT WITNESSES that, in consideration of the premises herein and the sum of One (\$1.00) Dollar now paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged, MHRC hereby agrees to permit the Sponsor to manage the Project as a public housing project on MHRC's behalf, and the Sponsor agrees to manage the Project as a public housing project on MHRC's behalf, on the terms and conditions hereinafter set out, as follows:

SECTION 1 – DEFINITIONS AND INTERPRETATION

1.1 Unless otherwise expressly stated or the context requires, the capitalized terms referred to in this Agreement and the attached Schedules shall have the meanings set out in this section of the Agreement.

1.2 **"Agreement"** means this Agreement and the following schedules attached hereto:
 Schedule "A": Project and Legal Description
 Schedule "B": Housing Program Requirements
 Schedule "C": Operating Budget
 Schedule "D": Organizational Structure for Sponsor
 Schedule "E": Housing Application with Point Rating System and Tenancy Agreement
 Schedule "F": Annual Project Data Report
 Schedule "G": Conflict of Interest Policy and Guidelines
 Schedule "H": Protection of Personal Information

"Designated Units" mean dwelling units in the Project occupied, designated or available for occupation by Households that meet the requirements outlined in Schedule "B".

“Adjusted Household Income” means the Income used (after all deductions as determined by MHRC) to determine the rent for the program(s) as defined in Schedule "B" hereto attached and forming part of this Agreement.

“Affordable Rent” for a dwelling unit in the Project means the lower-end of market rent for the unit as defined under MHRC’s Affordable Housing Program in Schedule B and may be based on a survey of rental buildings containing units of comparable age, size and quality in the same market area as the Project.

“Family” broadly defined to include nuclear, non-traditional and extended families, which reside or have resided together as a family group.

“Fiscal Year” of the Sponsor, for the purposes of this Agreement, means the twelve (12) calendar months commencing the first day of April to the thirty-first day of March next ensuing.

“Fully-Serviced Accommodation,” for eligible applicants under the Social Housing Rental Program as set out in Schedule "B", means accommodation for which heat, water, hot water, stove and refrigerator are provided. Adjustments to the Rent-to-Income Scale shall be made where any of the above services are not provided or where additional services are provided.

“Household” means one or more persons who live in the same dwelling such as families, single renters, roommates or couples.

“Housing” means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Where permitted by the context, Housing includes the management of the Project and the management and administration of the residential accommodation and facilities, common areas and services directly used with residential accommodation. Notwithstanding the foregoing, Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social supports or public recreation.

“Income” means total income (before tax) from all sources for all residents living in the Household eighteen (18) years of age and over.

“Low-income Household” means households who, on the basis of their Income, qualify for the Social Housing Rental Program, as set out in Schedule “B” or such revised or amended schedule of rents as may be designated by MHRC from time to time.

“Market Rent” means the rent to be paid by Households whose Income exceeds the Program Income Limits for the Affordable Housing Rental Program as set out in Schedule “B” or such revised or amended schedule of rents as may be designated by MHRC from time to time

“Moderate-income Households” means households who, on the basis of their Income, qualify for the Affordable Housing Rental Program, as set out in Schedule “B” or such revised or amended schedule of rents as may be designated by MHRC from time to time.

“Non-Residential Component” means the multi-purpose space, including kitchen and associated hard furnishings and any other built areas of non-residential space forming part of the Project but not expressly included in the definition of Residential Component.

“Operating Budget” means the operating budget for the Project which the Sponsor shall adhere to in accordance with section 9 hereof and Schedule "C", which Schedule may be revised or amended from time to time by the Sponsor with the written consent of MHRC.

“Program Income Limits” means the income limits for the Social Housing Rental Program and the Affordable Housing Rental Program, as set forth in Schedule “B” which may be revised or amended by MHRC from time to time.

“Project” means the residential component of the property for the purpose of providing rental housing to low or moderate income households and includes the operation, management and use of same.

“Rent-Geared-to-Income (RGI)” means the rents to be charged to Households whose Income falls within the Social Housing Rental Program Income Limits as set forth in Schedule "B", or such revised or amended schedule of rents as may be designated by MHRC from time to time.

“Residential Component” means the components of residential accommodation related to residential facilities, shared or otherwise, and amenity space which may be shared with other occupants of the housing Project, together with associated operating costs of land, structure and mechanical plant and equipment.

“Special Needs” means an individual who requires on-site special facilities and/or on-site personal support services due to that individual’s physical, social, or emotional condition or disability.

- 1.3 This Agreement is to be read with all changes in gender and number as may be required by the context. Where an obligation falls on more than one person, the obligation is joint and several.
- 1.4 The use of headings in this Agreement is for convenience of reference only and shall not affect the scope, intent or interpretation of any provision of this Agreement.
- 1.5 The preamble to this Agreement and the attached Schedules form an integral part of this Agreement.

SECTION 2 – OWNERSHIP

- 2.1 The dwelling units now constructed, in the process of being constructed, or to be constructed, together with the lands upon which the same is or will be situated in the [REDACTED], in the Province of Manitoba as shown in Schedule “A” attached hereto, shall be and shall continue to be registered in the name of the MHRC.

SECTION 3 – TERM OF AGREEMENT

- 3.1 This Agreement shall be effective as of the [REDACTED], and shall continue until [REDACTED], unless terminated earlier in accordance with the provisions herein (the “Term”).

SECTION 4 – REPRESENTATIONS AND WARRANTIES

- 4.1 The Sponsor represents and warrants that:
 - (a) it is a valid and existing non-profit corporation without share capital, duly incorporated under the laws of the Province of Manitoba, and the Sponsor shall ensure that it remains a corporation in good standing under the provisions of *The Corporations Act* of Manitoba or such other or amended legislation as may continue the Sponsor, and shall operate as a non-profit corporation which, pursuant to its constituting documents and in fact:
 - (i) has, as one of its main purposes and activities, the provision to hold, operate, manage and administer Family and Special needs’ accommodations;
 - (ii) is without share capital;

- (iii) carries on its activities without the purpose of gain for its members, officers or directors;
 - (iv) uses substantially all its profits, gains and accretions to promote its main purposes and activities;
 - (v) on dissolution, will have its remaining assets, after payment of all debts and liabilities, distributed to one or more corporations or charitable organizations carrying on their activities in Canada and which are acceptable to MHRC;
 - (vi) has its directors and officers serve as directors and officers without payment or benefit and with no direct or indirect profit or gain from their positions as directors or officers, provided that they may be paid reasonable expenses incurred by them in the performance of their duties; and
 - (vii) has its directors and officers responsible and accountable to MHRC and, for that purpose, the annual budgets and financial statements must be subject to approval by MHRC in addition to such other stipulations relating to accountability as may be included in this Agreement;
- (b) the execution, delivery and performance of this Agreement are within the proper corporate powers and capacities of the Sponsor and have been authorized by proper corporate proceedings;
 - (c) it possesses, and shall continue to possess, the power and expertise necessary to properly carry out and manage the Project and to perform its obligations under this Agreement;
 - (d) no actions, suits or proceedings are pending or threatened against the Sponsor before any court, administrative board or other tribunal which, if determined adversely to the Sponsor, would have a material adverse effect on the Project.

4.2 The Sponsor declares that all representations and warranties set forth in this Agreement are and shall remain true in substance and in fact, and the Sponsor acknowledges that MHRC is entering into this Agreement in reliance thereon.

SECTION 5 – OBLIGATIONS OF THE SPONSOR

5.1 The Sponsor undertakes and agrees as follows:

- (a) to provide and use its best efforts to [REDACTED] units for Low-income Households and [REDACTED] units to Moderate-income Households in accordance with this Agreement and to otherwise comply with all of the duties, responsibilities, covenants, agreements and other obligations on the part of the Sponsor as contained in this Agreement;
- (b) to manage, operate and administer the Project only in accordance with the applicable MHRC housing program, good business practices, applicable laws and regulations, and any requirements which may be stipulated by MHRC;
- (c) to manage, operate and administer the Project within the provisions of the Operating Budget as approved by MHRC;
- (d) to maintain the Project in a state of repair satisfactory to MHRC;
- (e) to comply with the provisions set out in its incorporating legislation, articles, documents and by-laws and not make any changes to its incorporating

articles, documents or by-laws inconsistent therewith, and to obtain in writing beforehand, the approval of MHRC to any changes which approval shall not be unreasonably withheld;

- (f) to give MHRC prompt written notice of the occurrence of any event which constitutes or may with the passage of time constitute a breach or default under this Agreement;
- (g) to comply with all reasonable directions and requests of MHRC relating to the Project;
- (h) that it shall not permit any other person, firm or corporation to maintain or operate the Project except as may be permitted by this Agreement;
- (i) that it shall not in any way take part in, permit, tolerate or condone any action constituting or likely to result in a breach of this Agreement; and
- (j) that it shall use Project funds only for Project related purposes as contemplated by this Agreement.

5.2 This section shall not be limited in scope or application nor shall its interpretation be narrowed because of the presence, absence, form or content of any stipulation elsewhere in this Agreement.

SECTION 6 – INCOME LIMITS AND TENANT SELECTION

6.1 The Sponsor shall:

- (a) determine the eligibility criteria as set forth in Schedule “B” and any other such criteria as may be determined by the Sponsor and which are not inconsistent with criteria set out by MHRC, and notice of other such criteria as determined by the Sponsor shall be forthwith provided to MHRC by the Sponsor.
- (b) endeavour that units are made available to Households having incomes at or below the Program Income Limits set out in Schedule “B” and as may be amended by MHRC from time to time.
- (c) from its eligibility list of Households to those in the greatest need as determined by an application form and point rating system approved by MHRC as set out in Schedule “E” and as amended from time to time, or with the prior written approval of MHRC.

SECTION 7 LEASING OF UNITS

7.1 The Sponsor shall:

- (a) allocate a unit that is configured to match the make-up of the Household in accordance with the Bedroom Allocation guidelines as set out in Schedule “B” and the Sponsor shall reviews Household conformity to the Bedroom Allocation guidelines annually;
- (b) obtain evidence acceptable to MHRC of the Household Income at the time of initial occupancy and at least annually thereafter;
- (c) charge rent based on the Adjusted Household Income and in accordance with any applicable rental legislation;
- (d) certify to MHRC that the applicable rents relative to Adjusted Household Income has been applied as set out in Schedule “B”, and that income reviews and confirmation of Adjusted Household Incomes have been undertaken; and

- (e) submit evidence to MHRC that any required rent adjustments have been made.
- 7.2 Households, for which the sole source of income is comprised of benefits received or available from the Employment and Income Assistance (EIA) program, shall pay as rent for the unit, the total of all the Rent Assist benefits received or available to the members of that Household under the EIA program.
- Households whose members, or any of them, are in receipt of income from sources other than or in addition to benefits available from the EIA program shall pay as rent for the unit, such amount of rent determined pursuant to this Agreement based on the total Household income from all sources, inclusive of the total actual and available EIA benefits for all the members of that Household.
- 7.3 Exception to the provisions in subsection 7.2 can only be made with the prior written approval of MHRC.
- 7.4 Households having a member with a disability shall be given priority in the assignment of any units designed for persons with disabilities.
- 7.5 The Sponsor shall use the Residential Tenancies Branch's current form of standard residential tenancy agreement, in the form as contained in Schedule "E", or as may be altered from time to time by the Residential Tenancies Branch, for leasing of all dwelling units in the Project. The residential tenancy agreements are to be entered into by the Sponsor on behalf of the MHRC.

Other than, for the limited purpose of entering into residential tenancy agreements as aforesaid, the Sponsor is not in any other way the agent or representative of the MHRC, as more fully set forth in Section 9.8 of this Agreement

SECTION 8 - NON-DISCRIMINATION

- 8.1 The Sponsor agrees that it will not, in the leasing of units, discriminate against a lease applicant or members of their Household by reason of race, national or ethnic origin, colour, social disadvantage, religion, age, sex, sexual orientation, marital status, source of income, or conviction for which pardon has been granted from an authority having jurisdiction.
- 8.2 The Sponsor shall ensure conformance with the provisions of *The Human Rights Code* of Manitoba and regulations thereto.

SECTION 9 - PROJECT MANAGEMENT

- 9.1 The Sponsor shall operate the Project within the provisions of the Operating Budget, attached as Schedule "C", which will be updated and provided by MHRC on an annual basis. The Sponsor shall not in any Fiscal Year pay, incur, enter upon, contract or become liable for a total expenditure beyond or in excess of the estimated amount of expenditures set out in the approved Operating Budget for that Fiscal Year without the prior approval in writing of MHRC.
- 9.2 The Sponsor shall ensure efficient management of the Project and shall maintain the Project in a satisfactory state of repair and permit representatives of MHRC to inspect the Project at any reasonable time. MHRC may require the Sponsor to take specific corrective action where the Project is not being managed efficiently or maintained in a satisfactory state of repair, as may be solely determined by MHRC. If the Sponsor fails to take corrective action, MHRC may terminate this Agreement under subsections 18.1 and 19.3 hereof.
- 9.3 The Sponsor shall maintain accounting records, financial documents and other records relating to the Project in a form satisfactory to MHRC, and shall permit MHRC

to have access to the Project and to have a representative or auditor of MHRC inspect such books, records and accounts and to audit them at any reasonable time. The Sponsor shall provide reasonable facilities for such inspections and audits, shall provide copies of and extracts from the accounts, financial documents and other records as are requested, and shall promptly provide such other information as may be reasonably requested by MHRC and its representatives and auditors from time to time.

- 9.4 The Sponsor shall preserve all accounting records, financial documents and other records relating to the Project for not less than seven (7) years from the end of the Fiscal Year in which the records were created.
- 9.5 The Sponsor agrees that it will not, except with the prior written approval of MHRC which approval will not be unreasonably withheld or delayed, enter into any contract for the management or operation of all or part of the Project by any person, organization or entity.
- 9.6 The Sponsor shall ensure that in all financial transactions, both contractual and non-contractual, no board member, officer or staff member of the Sponsor, nor a family member or related party of any of them, or a corporate or other business entity in which they hold actual or effective control or significant interest in, will derive any direct or indirect financial benefit from such transactions. Having regard to the Conflict of Interest Policy and Guideline as contained in Schedule "G", where situations arise in which there could potentially be a conflict of interest, the involved person shall declare such conflict in writing, and deliver such declaration to MHRC and not participate in any discussion or decision affecting the transaction.
- 9.7 The Sponsor shall not, without the prior written approval of MHRC, enter into any contract for the Project under which the Sponsor assumes any liability which is to continue for a period longer than one (1) year from the date of the execution of such contract, excluding any and all contracts agreed to by MHRC under section 9.5. Exceptions may be granted with prior written approval from the responsible Portfolio Manager or from the Executive Director of Portfolio Management for MHRC.
- 9.8 Except for the limited purposes as set forth in Section 7.5 of this Agreement, the Sponsor shall not initiate or enter into contracts or other arrangements to or for the Project or any tenant of or within the Project, including, without limiting the generality of the foregoing, programs, services, or benefits, including Assisted Living programs, which may in any way bind or obligate the MHRC, without the prior written approval of the MHRC, which approval may be withheld in the sole discretion of the MHRC.
- Save for the limited purposes set forth in Section 7.5, the Sponsor and the MHRC acknowledge and agree that the Sponsor is not the agent or representative of the MHRC and should the Sponsor initiate or enter into any such contracts or other arrangements without the express approval of the MHRC, such action will constitute a breach of this Agreement and in addition to any other remedy available to the MHRC, shall require the Sponsor to indemnify and save the MHRC harmless for any damage, cost or loss incurred by the MHRC resulting from such contract or other arrangement.
- 9.9 The Sponsor shall ensure that all Board of Directors and staff of the Sponsor directly involved in the Project shall annually review, sign, and comply with the Conflict of Interest Guideline and Policy as set out in Schedule "G"

SECTION 10 – ACCESS AND PRIVACY – RECORDS AND INFORMATION

- 10.1 The Sponsor shall maintain and safeguard privacy and confidentiality of all personal information and other information in full compliance with the *Freedom of Information and Protection of Privacy Act* and the *Personal Health Information Act* and, without limiting the generality of the foregoing, comply with Schedule "H" of this Agreement.

- 10.2 In addition to any other record keeping requirements of this agreement, the Sponsor shall use best practices for record keeping and record maintenance, including implementation of an appropriate retention schedule to ensure that records are available and accessible.
- 10.3 The Sponsor shall promptly provide to MHRC any records or other information, physical, electronic or in any other form or medium, that are in the direct or indirect possession or control of the Sponsor, upon being advised by MHRC that MHRC requires said records or other information for the purpose of processing an access and privacy request or for any other purpose MHRC deems necessary.

SECTION 11 – NON-RESIDENTIAL COMPONENT

- 11.1 Only with the prior written approval of MHRC, the Sponsor may lease all or any part of the Non-Residential Component at rental rates established by the Sponsor in consultation with MHRC. The Sponsor undertakes and agrees that no deficit charges relating to the rental of any part of the Non-Residential Component shall accrue to the Residential Component nor shall any such deficit charges be deducted from the revenues derived from the Residential Component. However, any Non-Residential Component surplus revenue derived from the rental or use of the Non-Residential Component shall be used to reduce the operating costs of the Residential Component and shall be included in the accounting of revenues relating to the Residential Component and the Project as a whole.
- 11.2 The Sponsor may operate, with MHRC's prior written approval, programs, such as, but not limited to, congregate meal program, health program, exercise program, recreational program, etc. in order to provide these services, provided the operating costs are not charged to the Residential Component and that the revenues and operating costs for such programs shall be accounted for separately and reflected separately in audited financial statements.

SECTION 12 – CAPITAL PLANNING AND CAPITAL MAINTENANCE

- 12.1 Capital planning, capital improvement, capital maintenance and betterment of all buildings and improvements on the property shall be the responsibility of the MHRC, and the Sponsor shall not perform any such actions without the knowledge and prior approval of the MHRC.

SECTION 13 – OPTIONS AT END OF TERM

13.1 At the end of the term of this agreement, the parties may, by mutual agreement, extend this agreement upon such further terms as agreed upon by the parties, or

13.2 In the absence of a mutual agreement as contemplated under 13.1 this agreement will come to its conclusion at the end of the term.

SECTION 14 - REPORTING AND ACCOUNTING

- 14.1 Within forty five (45) days after the end of each Fiscal Year, the Sponsor shall submit to MHRC an annual audited financial statement in a format acceptable to MHRC and audited by an independent accredited auditor.
- 14.2 The annual audited financial statements and the duties of the Sponsor's auditor shall include, but are not limited to:
- (a) the verification of the statements of revenues and expenditures;
 - (b) the provision of comments relating to total expenditures in the event the total is beyond or in excess of the estimated amount of expenditures set out in the Operating Budget as approved by MHRC for that Fiscal Year;

- (c) the verification of the balance sheets for that Fiscal Year;
 - (d) the verification of the application of the rent in accordance with Income as set out in Schedule "B";
 - (e) the provision of an auditor's report, including any auditor's report letter, which will provide an opinion on the Sponsor's compliance with this Agreement; and
 - (f) listing of the current Board of Directors and Officers of the Sponsor.
- 14.3 The Sponsor shall, within twenty (20) days after the end of each quarter in each Fiscal Year or as may otherwise be determined by MHRC, furnish MHRC with the following:
- (a) a statement duly signed by the Sponsor, in a form acceptable to or as may be prescribed by MHRC, showing:
 - (i) details of revenues and expenditures;
 - (ii) the difference between the revenues and expenditures resulting from the operation of the Project;
 - (iii) a variance report projecting revenues and expenses for the Project to the end of the Sponsor's Fiscal Year, and comparing these Project figures to the current approved Operating Budget and demonstrating the difference, plus or minus, between the projected figures and the approved Operating Budget figures;
 - (iv) the number of vacant dwelling units in the Project and the number of Households eligible for and awaiting placement in Designated Units;
 - (v) the rental arrears, if any; and
 - (b) a cheque payable to MHRC representing the net revenue for the preceding quarter.

SECTION 15 – INSURANCE AND INDEMNITY TO SPONSOR

15.1 The Sponsor shall maintain throughout the Term of this Agreement:

- (a) Commercial general liability insurance, with a minimum limit of coverage of two million (\$2,000,000.00) dollars per occurrence, covering the Management Services provided by the Sponsor, its officers, employees or agents under this Agreement. Such insurance shall be underwritten by insurers licensed to underwrite the coverage in Manitoba and shall name MHRC as an additional insured, without rights of subrogation, with respect to this Agreement; and
- (b) Comprehensive dishonesty, disappearance and destruction coverage (Crime Insurance) including employee dishonesty coverage subject to the minimum limits of one hundred thousand (\$100,000.) dollars per occurrence. This insurance shall represent and insure MHRC's interest with a "third party" endorsement.
- (c) The types and limits of insurance shall be deemed to be minimum requirements. It is the responsibility of the Sponsor to determine the appropriate amount and terms of the insurance coverage required to protect and manage the risks inherent with the Sponsor's operation of the Project contemplated in this Agreement and whether any other insurance or greater limits of insurance are necessary or advisable, but the amounts and terms

must be consistent with the requirements of subsections (a) and (b) above and the usages considered in this Agreement in general.

- 15.2 The Sponsor shall submit to MHRC the current and valid Certificate of Insurance as evidence of the above required coverage prior to the commencement of any Management Services by the Sponsor under this Agreement. The Certificate shall provide for a minimum of thirty (30) days prior written notice to MHRC in the event of insurance policy cancellation for any reason.
- 15.3 MHRC agrees to carry, or have in place an equivalent plan of self-insurance for, public liability, and contractual liability, elevator liability, steam boiler (if applicable), and such other insurance as the parties agree to be necessary or desirable for the protection of the interests of MHRC. MHRC shall procure an appropriate clause in, or endorsement on, each of its policies for fire or extended property damage, boiler and machinery insurance and sprinkler leakage insurance, covering the Project or personal property, fixtures or equipment located thereon whereby the insurer waives subrogation or consents to a waiver of the right of recovery.
- 15.4 In the event a claim is brought against the Sponsor, the Sponsor shall immediately advise MHRC of such a claim. After a preliminary determination regarding the standard of conduct exercised by the Sponsor, and provided legal counsel is deemed necessary, representatives of the Sponsor and representatives of MHRC will meet to appoint counsel acceptable to both parties provided that there is no conflict in doing so.
- 15.5 Should the Sponsor and MHRC be unable to agree on legal counsel, MHRC's decision will be final.
- 15.6 The indemnity provided herein shall apply to the extent that the Sponsor is not covered by any other liability insurance. If the Sponsor is covered by any other liability insurance, other than that provided by MHRC's liability insurer, this indemnity shall apply only to that portion of the claim that is in excess of the amount recoverable from such other insurance.

SECTION 16 - PROHIBITION AGAINST LENDING/GUARANTEE

- 16.1 The Sponsor shall not lend or give away any Project funds or assets nor guarantee or underwrite the repayment of any obligation assumed by a third party, without the prior written approval of MHRC, which approval may be arbitrarily or unreasonably withheld or denied.

SECTION 17 – DEFAULT

- 17.1 In addition to any other event which shall constitute default as set out in this Agreement, the Sponsor shall be in breach of and in default under this Agreement if at any time:
- (a) the Sponsor becomes, or is about to become, bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent persons or other entities; or
 - (b) an order is made or a resolution is passed for the dissolution or winding-up of the Sponsor or it is otherwise likely to lose its corporate status, or, if applicable, its charitable status; or
 - (c) the Sponsor ceases to operate; or
 - (d) the Sponsor is in default under any other agreements, present or future, relating to the Project; or
 - (e) any creditor of the Sponsor attaches or garnishes any Project funds or seizes or encumbers any substantial asset used in connection with the Project

19.4 The termination of this Agreement shall not relieve the Sponsor from liability for any actions, suits, claims or demands in respect of or arising out of anything done or omitted to be done by the Sponsor before this Agreement was terminated, nor shall the Sponsor be relieved of any of its responsibilities and obligations which by their very nature are intended to survive the termination of this Agreement. Further, the Sponsor shall, unless otherwise agreed to in writing by MHRC, continue to manage the Project in accordance with the provisions of this Agreement up to the effective date of termination of this Agreement.

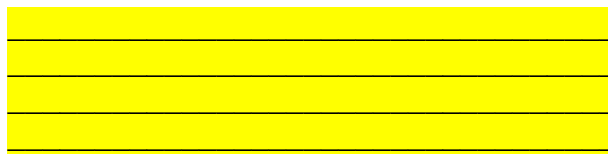
SECTION 20- NOTICES

20.1 Any written notice or other communication required or permitted to be given under this Agreement shall be personally served, or sent by delivery, by facsimile, or by mail prepaid and registered at an office of Canada Post, and shall be directed to or addressed as follows:

(a) in the case of MHRC:

**THE MANITOBA HOUSING AND RENEWAL CORPORATION
Attention: DIRECTOR, FINANCIAL SERVICES
700 – 352 Donald Street
Winnipeg, MB R3B 2H8
FACSIMILE NUMBER: (204) 945-4710**

(b) in the case of the Sponsor:



or to such other address or facsimile number as either party may from time to time advise the other by notice in writing.

20.2 Any notice or communication sent in accordance with such methods shall be deemed to have been received by the addressee on the day actually received if delivered or served personally, on the fifth business day after the date of mailing if sent by prepaid registered mail, or on the next business day following the date of the transmittal slip if sent by facsimile transmission. If there exists a labour dispute or other event at the time of mailing, or within five (5) business days after any notice is mailed, which would affect the normal delivery of the notice by mail, then notice will only be effective if delivered, personally served or sent via facsimile transmission.

SECTION 21 - VALIDITY

21.1 It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any provision or part of a provision is found to be invalid or unenforceable for any reason whatever, then the particular provision or part of the provision shall be deemed inoperative or severed from the remainder of this Agreement and this Agreement as so modified shall remain in full force and shall be interpreted and applied as may most nearly accomplish the intention of the parties as set out in this Agreement.

SECTION 22 - SOLE AGREEMENT

22.1 This Agreement with its Schedules "A" to "H", inclusive (each of which Schedules forms an integral part of this Agreement), represents the whole agreement between MHRC and the Sponsor respecting the Project, and there are no warranties, representations, conditions or collateral agreements except as set forth in this Agreement and its Schedules.

SECTION 23 - AMENDMENTS

23.1 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by the duly authorized signing officers of both parties. The Schedules may be amended and replaced by MHRC from time to time, at its sole discretion, with notice thereof given to the Sponsor.

SECTION 24 - MISCELLANEOUS

24.1 No consent by MHRC pursuant to this Agreement shall be valid unless given in writing.

24.2 The Sponsor shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement without the prior written consent of MHRC.

24.3 The parties agree and declare that the liabilities, obligations, agreements, consents, acknowledgments and authorizations binding the Sponsor under this Agreement shall equally bind their successors on the Board of Directors and any permitted assigns.

24.4 Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized signing officers of MHRC under its corporate seal and by the duly authorized signing officers of the Sponsor under its corporate seal.

THE MANITOBA HOUSING AND RENEWAL CORPORATION

Per: _____
Name:
Title: Date:

(seal)

Per: _____
Name:
Title: Date:

We have the authority to bind MHRC.



Per: _____
Name:
Title: Date:

(seal)

Per: _____
Name:
Title: Date:

We have the authority to bind the Sponsor.

THIS IS SCHEDULE "A"
TO A SPONSOR MANAGEMENT AGREEMENT
MADE BETWEEN
THE MANITOBA HOUSING AND RENEWAL CORPORATION
AND

EFFECTIVE ON THE ___ DAY OF _____, 20__

PROJECT # _____

LEGAL DESCRIPTION

Lot 1: _____

-Parcel _____

And commonly known as: _____

The Project shall be registered in the name of, and will be owned by The Manitoba Housing and Renewal Corporation and ownership shall be effective as of _____.

The Sponsor shall not change, without the prior written approval of MHRC, the use of any Designated Unit or other component of the Project, as defined in this Agreement, to any other purpose.

The Sponsor may operate, with the prior written approval of MHRC, programs, such as, but not limited to, meal program, health program, exercise program, recreational program, etc. in order to provide these services, provided the operating costs are not charged to the Residential Component and that the revenues and operating costs for such programs shall be accounted for separately and reflected separately in audited financial statements.

THIS IS SCHEDULE "B"
(Housing Program Requirements)
TO A SPONSOR MANAGEMENT AGREEMENT
MADE BETWEEN
THE MANITOBA HOUSING AND RENEWAL CORPORATION
AND

EFFECTIVE ON THE _____

Eligibility: To determine eligibility for the Social Housing Rental Program, the applicant(s) must

- Be in core housing need, which means that a Household's current shelter does not meet at least one of Manitoba Housing standards for adequacy, affordability, and suitability. A Household may also be considered to be in core housing need if it meets all three of the above criteria but still must pay more than 30% of Household Income (total income before tax from all sources for all residents living in the Household 18 years of age and over) to pay the average monthly rent in the community in which they reside.
- Be either a Canadian Citizen, a permanent resident of Canada, a refugee claimant or have legal status to live and/or work in Canada;
- Be 18 years of age or older;

- Have total Adjusted Household Income at or below the Social Housing Rental Program Income Limits established by Manitoba Housing; and
- Be able to live independently, with or without supports.

International students and immigrants sponsored under the Family Class are not eligible.

Applicant(s) must provide sufficient information and supporting evidence to confirm they have met all eligibility requirements and confirm the identity of the applicant(s) and other members of the Household.

Exceptions:

Applicants will be considered if they are:

- An immigrant sponsored under the Family Class for whom sponsorship has broken down or ended and EIA support has been granted;
- An individual who is under the age of 18, who has permission from a guardian and a co-signer to sign a Tenancy Agreement on their behalf.

Bedroom Allocation:

A unit will be offered to match the make-up of the Household members. Applicants and tenants must report any Household size changes to the Landlord. Whenever possible, the Landlord will make every effort to transfer the Household to an appropriately sized unit.

Exception:

A unit can be offered if it does not meet the unit size guidelines when there is an excess or shortage of housing supply.

GUIDELINES:

Provision of one bedroom for:

- Each cohabitating adult couple;
- Each unattached Household member 18 years of age or over;
- A same-gender pair of dependents under age 18;
- An opposite-gender pair dependents under 5 years of age; and
- Any other dependents

**THIS IS SCHEDULE "B" (Housing Program Requirements)
TO A SPONSOR MANAGEMENT AGREEMENT
EFFECTIVE ON THE 23RD DAY OF SEPTEMBER, 2015**

Employment and Income Assistance (EIA) Rates

HOUSEHOLD SIZE	BASIC RENT (no utilities included)	WATER INCLUDED	ELECTRICITY *INCLUDED	HEAT INCLUDED	WATER & ELECTRICITY *INCLUDED	WATER & HEAT INCLUDED	HEAT & ELECTRICITY *INCLUDED	WATER/HEAT/ELECTRICITY *INCLUDED
1	\$243.00	\$253.00	\$258.00	\$260.00	\$268.00	\$270.00	\$275.00	\$285.00
2	\$285.00	\$303.00	\$325.00	\$329.00	343.00	347.00	\$369.00	\$387.00
3	\$310.00	\$333.00	\$343.00	\$374.00	366.00	395.00	\$407.00	\$430.00
4	\$351.00	\$373.00	\$384.00	\$416.00	406.00	438.00	\$449.00	\$471.00
5	\$371.00	\$393.00	\$404.00	\$433.00	426.00	455.00	\$466.00	\$488.00
6	\$387.00	\$412.00	\$422.00	\$453.00	\$447.00	\$478.00	\$488.00	\$513.00
Each additional person (add to the 6 person rate)	\$16.00	\$19.00	\$18.00	\$20.00	\$21.00	\$23.00	\$22.00	\$25.00

* In this table electricity refers to all household electrical uses other than for heating
Utility Rates

TYPE OF DWELLING	ELECTRIC HEAT (Deduct)								GAS HEAT (Deduct)				ELECTRIC LIGHTS ONLY (Add)			WATER
	Single		Duplex or End Row Unit		Row Centre Unit		Apartment		Single	Duplex or End Row Unit	Row Centre Unit	Apt.	House With Parking Stall	House With Common Parking	Apt.	Winnipeg/Selkirk Sep. Meter Only (Deduct)
Year Built	Before 1984	1984 & after	Before 1984	1984 & after	Before 1984	1984 & after	Before 1984	1984 & after								
Bachelor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	11.00	20.00
1 Bedroom	N/A	N/A	57.00	57.00	N/A	41.00	21.00	21.00	N/A	N/A	N/A	N/A	N/A	N/A	12.00	20.00
2 Bedroom	82.00	82.00	68.00	62.00	65.00	55.00	31.00	30.00	96.00	73.00	70.00	39.00	31.00	20.00	20.00	20.00
3 Bedroom	119.00	107.00	86.00	86.00	85.00	82.00	41.00	40.00	101.00	82.00	77.00	46.00	34.00	24.00	24.00	20.00
4 Bedroom	131.00	113.00	114.00	77.00	112.00	72.00	N/A	N/A	108.00	105.00	85.00	N/A	36.00	26.00	N/A	N/A
5 Bedroom	188.00	121.00	139.00	79.00	124.00	77.00	N/A	N/A	113.00	124.00	108.00	N/A	39.00	30.00	N/A	N/A

**THIS IS SCHEDULE "B"
(Housing Program Requirements)**

**TO A SPONSOR MANAGEMENT AGREEMENT
MADE BETWEEN
THE MANITOBA HOUSING AND RENEWAL CORPORATION
AND**

EFFECTIVE ON THE

Program Income Limits (PILs) and Rental Rates 2017

Income limits based on total annual household income (before taxes)

As of January 1, 2017 the following PILs and Rental Rates will apply to housing projects that are owned by Manitoba Housing and managed by third party agreements.

<http://www.gov.mb.ca/housing/progs/pil.html>

Rental increases must be applied at time of the annual rent review process. Tenants must receive three months notice.

Social Housing Rental Program Income Limits:

Applicants to the Social Housing Rental Program must have incomes below the posted income limits.

The Program Income Limits are established annually by Manitoba Housing and are effective January 1 of each year.

2017 Social Housing Rental Program Income Limits

Community		Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
Winnipeg		\$24,500	\$35,000	\$43,500	\$47,500	\$57,000
Southern Other Urban/ Rural	Brandon	\$20,500	\$29,000	\$36,000	\$44,000	\$51,500
	Dauphin	\$19,000	\$25,500	\$29,500	\$44,000	\$49,500
	Portage La Prairie	\$18,500	\$26,000	\$32,500	\$44,000	\$49,500
	Selkirk	\$20,000	\$27,500	\$33,000	\$46,000	\$49,500
	Steinbach	\$22,000	\$29,500	\$33,500	\$44,000	\$49,500
	Winkler	\$19,000	\$27,000	\$31,500	\$44,000	\$49,500
Northern Other Urban/Rural	Thompson	\$22,000	\$30,500	\$37,500	\$44,000	\$49,500
	The Pas/Flin Flon	\$18,500	\$26,000	\$33,500	\$44,000	\$49,500
	Churchill	\$21,000	\$25,000	\$34,500	\$38,000	\$43,000
Southern Non-Market		\$17,500	\$24,500	\$29,500	\$39,500	\$44,500
Northern Non-Market		\$16,500	\$24,500	\$28,500	\$39,000	\$44,500

Affordable Rental Housing Program:

This program is for lower-moderate income households whose total household income is below the posted Program Income Limit. The household will pay an affordable rent based on median rents in the private market. Affordable Rents are established annually by Manitoba Housing and are effective January 1 of each year.

2017 Affordable Housing Rental Program Income Limits

Household without children	\$53,441
Family Household (families with children or dependants)	\$71,255

2017 Affordable Housing Rental Program Rents - Includes Essential Utilities (heat, water and sewer)

Community		Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
Winnipeg and Catchment		\$607	\$880	\$1,092	\$1,182	\$1,425
Southern Other Urban/ Rural	Brandon	\$513	\$723	\$896	\$1,097	\$1,293
	Dauphin	\$480	\$638	\$743	\$1,097	\$1,240
	Portage la Prairie	\$458	\$645	\$811	\$1,097	\$1,240
	Selkirk	\$503	\$688	\$823	\$1,145	\$1,240
	Steinbach	\$552	\$731	\$834	\$1,097	\$1,240
	Winkler	\$480	\$668	\$788	\$1,097	\$1,240
Northern Other Urban/Rural	Thompson	\$ 552	\$763	\$939	\$1,097	\$1,240
	The Pas/Flin Flon	\$458	\$643	\$833	\$1,097	\$1,240
	Churchill	\$520	\$620	\$860	\$956	\$1,071
Southern Non-Market		\$431	\$608	\$738	\$985	\$1,114
Northern Non-Market		\$412	\$608	\$707	\$978	\$1,114

AMENITIES	FEE Properties Owned by Manitoba Housing
Parking (<i>per stall</i>)	\$24.00
Air Conditioning	\$10.00
Balcony/Yard/Patio	<i>No Fee</i>
Cable or Satellite T.V.	Proportionate share
Carpet (<i>all</i>)	<i>No Fee</i>
Carpet (<i>some</i>)	<i>No Fee</i>
Drapes	<i>No Fee</i>
HCC emergency service	<i>No Fee</i>
Sauna/ Whirlpool/ Pool	<i>No Fee</i>
Washer/Dryer (<i>in suite</i>)	<i>No Fee</i>
Washer/Dryer (<i>in building, free</i>)	<i>No Fee</i>

**THIS IS SCHEDULE "C"
(Operating Budget)**

**TO A SPONSOR MANAGEMENT AGREEMENT
MADE BETWEEN
THE MANITOBA HOUSING AND RENEWAL CORPORATION
AND**

EFFECTIVE ON THE

NAME OF PROJECT:	CIVIC ADDRESS:
MHRC PROJECT #	
FISCAL YEAR END: March 31	NUMBER OF UNITS:

Initial Operating Budget

THIS IS SCHEDULE "E"

**(Housing Application with Point Rating System and Tenancy Agreement)
TO A SPONSOR MANAGEMENT AGREEMENT
MADE BETWEEN
THE MANITOBA HOUSING AND RENEWAL CORPORATION
AND**

EFFECTIVE ON THE _____

Housing Application attached hereto (seven pages)

Point Rating System Form for Applicants attached hereto (one page)

Standard Tenancy Agreement attached hereto (three pages)

Applying for Subsidized Housing

Fill out the attached application form in pen. Please print.

- If you need assistance, call the Property Manager to assist you.

Required documents

Attach a copy of photo identification with signature for all applicants 18 years and older. If you do not have photo ID include two of the following: birth certificate, social insurance card or Manitoba Health card.

- **Immigrants include proof of your status in Canada:** IMM1000, IMM5292, IMM5688, IMM1442 or permanent resident card.
- Applicants with children **include a copy of your Child Tax Benefit statement or Employment & Income Assistance budget letter.** *Children must live with you at least 50% of the time to be considered household members.*
- Applicants who need housing to keep or regain their children from Child & Family Services - **include a letter from your case worker** explaining your housing needs.

Assessing need and verifying income

We rent our housing based on need. We assess need based on income, condition of current housing and personal situation. To calculate household income, we use information from the Canada Revenue Agency.

- Please ensure all members of your household, 18 years or older, provide their **date of birth, social insurance number and sign the consent to share information on the application (page 6)**. This allows us to request your household income information directly from Canada Revenue Agency.
- If adults in your household did not file taxes last year, or their annual income has changed by more than \$1,200 since filing taxes, please provide proof for all income listed on page 3 of the application:
 - Two consecutive pay stubs for employment income
 - Budget letter for Employment & Income Assistance
 - Benefit statements for retirement income, employment insurance, workers' compensation and veterans' allowance
 - Financial statements for self employment
 - Payment agreements or orders to pay for alimony & child support
- Please include the net value of assets owned by all adults on the application form (page 4). Assets include real estate (property owned in or outside Canada) and investments (RRSPs, TFSAs, GICs, term deposits, mutual funds, shares, bonds and bank deposits).
 - If you own real estate, you will need to provide proof of its assessed value.
- If your current home is not suitable or you have special circumstances as listed on page 5, ask a doctor to complete the medical form for health issues or a support worker to complete the details form for housing issues. You are responsible for any fees charged for completing these forms.

Processing your application and offering homes

Mail or drop off your application and required documents to the responsible Property Management Agency or Property Manager at the housing complex. Once we process the application, we will send you a letter advising your status. If you are approved, we will contact you when a suitable home is available. Depending on your level of need and the demand of our location, the length of time you wait for an offer can vary greatly.

Updating your information

Please call us with any changes to your contact information, current housing or personal situation. We also will send you an update form on the anniversary of your application if you have not been housed.

Dropping off your application

If you are dropping off an application to the office, please allow at least 15 minutes for your visit so that an employee can review your application form and make sure you have included all the supporting documents. This will ensure your application is processed in a timely manner.



RENTAL APPLICATION FORM

HOUSEHOLD MEMBER INFORMATION

Please provide personal information below for all the people who will live in the household including you – the applicant.

Last Name	First Name	Relation to applicant	Date of birth dd/mm/yyyy	Gender M or F	Status in Canada Citizen, Permanent resident or Refugee
		Applicant			

Is any member of your household pregnant? Yes No *If yes, attach a doctor's or midwife's note with the due date.*

Will you share a bedroom with another household member? Yes No

APPLICANT CONTACT INFORMATION

Home address: _____ Phone: _____
Street Town Province Postal Code

Mailing address: _____ Alt. phone: _____
Street or post box Town Province Postal Code

If you want another person as the main contact for your application, please provide the following information:

Contact name: _____ Phone: _____ Organization: _____

What is your preferred language? English French

INCOME

	Applicant	Co-applicant	Other adults
Employment or employment insurance	\$ _____	\$ _____	\$ _____
Worker's compensation	\$ _____	\$ _____	\$ _____
Self employment income	\$ _____	\$ _____	\$ _____
Retirement income (CPP, OAS, pension, RRSP)	\$ _____	\$ _____	\$ _____
Alimony and child support	\$ _____	\$ _____	\$ _____
Veterans Affairs	\$ _____	\$ _____	\$ _____
Employment & Income Assistance	\$ _____	\$ _____	\$ _____

Other, please explain: \$ _____

Total gross monthly

income

\$ _____

\$ _____

\$ _____

\$ _____

If you receive Employment & Income Assistance, please provide the following information:

Case #: _____ Worker: _____ Phone: _____

Do you have any assets? Yes No If so, please list total net value below:

Property (land, residential, commercial) \$ _____ Savings (GICs, deposits, etc.) \$ _____

AFFORDABILITY

What is your rent or mortgage payment: \$ _____ per month Electricity: \$ _____ per month

Natural Gas: \$ _____ per month Water: \$ _____ per quarter

RENTAL HISTORY

Please provide at least one year of rental history for each of the applicants.

Main applicant

Address	Contact person for landlord	Phone	Dates of tenancy

Co-applicant

Address	Contact person for landlord	Phone	Dates of tenancy

LOCATION

Please list the location that you are applying for.

SUITABILITY

How many bedrooms are in the home where you currently live? Studio 1 2 3 4 5 6

How many adults and children live in the home? Adults: _____ Children: _____

Do you currently have or plan on having a pet? Yes No

One dog; OR one cat; OR two birds; OR one 15 gallon aquarium with fish per home is permitted. Any other type of pet needs special permission.

Do you need parking? Yes No

Are you a smoker? Yes No

Would you be willing to live in a non-smoking building if available? Yes No

ADEQUACY

Is your current home in need of major repairs? Yes No

If yes, please include an Order to Repair from the Residential Tenancies Branch (RTB) or a completed Housing Details Form. Contact the RTB at 204.945.2476 (Winnipeg) or 1.800.782.8403 to get more information on Orders to Repair.

Is your current home condemned? Yes No

If yes, please include a copy of documents from Public Health or Fire Department that state the home is not habitable.

Are you or your co-applicant currently enrolled in a:

Degree or diploma program

or Skills development course

College or University _____

Agency _____

Program _____

Course _____

Please provide proof of enrolment from the institution or agency.

SPECIAL CIRCUMSTANCES

Please answer the following questions. If you check “Yes”, you will need to provide the required documents listed beside the question when you submit your application.

The Medical Information and Housing Details form are located on page 7 & 8. You need to have these forms completed only if any of the situations below apply to you.

Are you:

Required document

Homeless? (living in a shelter, on the street or in the hospital)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Housing Details Form
Temporarily sheltered and at risk of homelessness? (staying at family or friends, hotel, hostel or transitional immigration centre)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Housing Details Form
A single parent or individual with a disability who is being forced to leave their current home within the next three months?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Housing Details Form <u>and</u> notice to vacate from current landlord
Needing to move due to family separation, loss of a caregiver or unsafe housing conditions for your children?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Housing Details Form
Needing to move to be closer to work, school, child care or support services?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Housing Details Form
Needing to move due to your medical conditions?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Medical Information Form
Disabled and unable to work or take training for 12 months or longer?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Medical Information Form or a medical assessment
Requiring accessible housing to accommodate household members with physical disabilities?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Medical Information Form
Needing better housing in order to retain or regain custody of your children?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Letter from your Child & Family Services worker

PUBLIC TRUSTEE

If this application is being submitted on behalf of a person who is registered with the Public Trustee, the Trustee must complete the information below and stamp before submitting.

Name _____

Phone _____

Public Trustee Stamp

Your personal information is collected under the authority of Manitoba Housing programs and used to determine your eligibility for rental housing and any tenancy which may eventually result from this application. Your personal information is protected by the *The Freedom of Information and Protection of Privacy Act* and, if applicable, *The Personal Health Information Act* (PHIA).

In this form, words in the singular include the plural and words in the plural include the singular.

CONSENT TO DISCLOSE AND SHARE INFORMATION

I consent to Manitoba Housing sharing any personal information relating to me or my dependents with other government departments, external agencies or service providers to confirm eligibility for rental housing, determine my housing needs and rental charge. I understand that this information may be kept on file for the length of the tenancy. I understand that I may cancel or change this consent at any time in writing to Manitoba Housing.

I authorize any person, agency or organization to release or exchange information for that purpose. I understand this consent includes requests pertaining to my marital status, employment, income, assets and liabilities, medical condition, family status, benefits received under other programs or any other relevant personal information. I understand this includes Manitoba Housing conducting a personal investigation including past and present landlord reference checks, income verification and utility checks.

A copy or facsimile of this signed Consent to Disclose has the same effect as the original and is sufficient to authorize the disclosure or exchange of information.

DECLARATION

I understand that this application is not an agreement on the part of Manitoba Housing to provide me with housing. I acknowledge that, once submitted, this application becomes the property of Manitoba Housing.

I certify that the information given in this statement is true, correct, and complete in every respect. It fully discloses my income from all sources. If something is incorrect or not true, I understand that Manitoba Housing may cancel my application or take any other measures deemed appropriate.

CONSENT TO RELEASE INCOME INFORMATION

I consent to the release of income, expense and dependents’ information from my income tax records by the Canada Revenue Agency (CRA) to Manitoba Housing under the authority of the Housing and Renewal Corporation Act of Manitoba. The information will be relevant to, and used solely for, verifying eligibility, determining need and setting rental charges for government-subsidized rental housing.

This consent is valid for the previous two tax years, the current year and each year after if I am a tenant with Manitoba Housing. I understand that, if I wish to withdraw this consent, I may do so at any time in writing to Manitoba Housing.

Last Name	First name	Date of birth (dd/mm/yyyy)	Social Insurance Number	Signature	Date (dd/mm/yyyy)

Applicants signing with an “X” must have a witness:

Witness name (please print)

Witness signature

Date

Medical professionals must complete this form

Patient's name:

Please print

This patient has expressed a need for social housing or a transfer to a new rental suite due to a medical condition or a disability. In order to assist Manitoba Housing in determining eligibility and establishing appropriate housing, please answer the questions below, where applicable.

CERTIFIED MEDICAL PROFESSIONAL SECTION

The following professions are qualified to complete this form. Please check yours:

- Medical doctor or nurse practitioner:** all conditions
- Optometrist:** vision
- Audiologist:** hearing
- Psychologist:** cognition, memory
- Occupational or physiotherapist:** mobility, agility, endurance

Does the patient have a disability that prevents them from working and taking part in training for 12 months or more?

- Yes
- No

Does the patient need to move out of their current home for medical reasons? Yes No

If yes, please explain (e.g. proximity to support services, mobility issues, mental health limitations).

Does the patient require any physical enhancements in their housing for medical reasons? Yes No

If yes, please describe the enhancements required (e.g. accessibility, elevator, extra space for medical equipment)

Does the patient require any support services to live independently? Yes No

If yes, please describe the services:

Medical Professional Information:

Name: _____
Please print

Address: _____ Phone: _____

Signature: _____ Date: _____

Support workers must complete this form

Client's name: _____
Please print

This form must be completed by a support worker who holds a position of responsibility in their profession or in their community and is not related to the applicant. Support workers include housing advocates, religious leaders, social workers and other professionals who can verify the housing needs of the applicants.

Adequacy

I have visited the applicant's home and can personally verify that the following issues must be addressed in their current home in order to make it healthy and safe:

I verify that the landlord has been contacted regarding these problems. Yes No

If yes, the issues have been unresolved for _____ months.

OR

I have knowledge of the landlord and expect retribution from said landlord if the applicant takes action through the Residential Tenancies Branch. Yes No

Homelessness

Based on my **direct observation** of the applicant's circumstances, I can confirm that the applicant is:

- a) Homeless (living in a shelter, on the street or in the hospital) Yes No
- b) Temporarily sheltered and at risk of homelessness Yes No
(living at friends or family, hotel, hostel or transitional immigration centre)
- c) A single parent or individual with a disability who is being forced to leave their current home within the next three months. Please explain: Yes No

Proximity

I confirm that the applicant is experiencing hardship due to the time they spend travelling daily to work, school, childcare or other needed services. Yes No If yes, please describe (e.g. time, distance, etc).

Declaration

I certify that the information provided here is true, correct and complete to the best of my knowledge.

Name: _____ Phone: _____
Please print

Job Title: _____ Date: _____ Organization: _____

Mailing Address: _____

Signature: _____

Priority Placement - Max 100 Points (Referral Documentation - MHRC Specific): for victims of domestic violence who may be temporarily situated in a crisis shelter, second stage housing or relative's/friend's home, refer to criteria contained in 2.2.4 of the MHRC Policy Manual.

AFFORDABILITY - Max 25 Total Points	
Level of Income - Max 15 Points	Ratio of Rent to Income - Max 10 Points
Ineligibility Limit - Income levels above the PIL (see PIL catchment areas)	(Annual Rent+Utilities) / Annual Income X 100 = ___%
% Lower than PIL	Points
71-100%	15
66-70%	14
61-65%	13
56-60%	12
51-55%	11
46-50%	10
41-45%	9
36-40%	8
31-35%	7
26-30%	6
21-25%	5
16-20%	4
11-15%	3
6-10%	2
5% or less	1
HIL or above	0
Assessed	

Ratio of Rent to Income - Max 10 Points	
(Annual Rent+Utilities) / Annual Income X 100 = ___%	Points
Over 50%	10
46-50%	8
41-45%	6
36-40%	4
30-35%	2
Below 30%	0
Assessed	

Asset Deductions	
- Disability exemption with appropriate documentation up to \$100,000	Points
\$15,000-\$20,000	-5
\$20,001-\$30,000	-7
\$30,001-\$40,000	-9
\$40,001-\$50,000	-11
\$50,001-\$60,000	-13
\$60,000 +	-15
Assessed	
Total Affordability Points	

Suitability (Overcrowding) - Max 9 Points	
- If overcrowding results from someone renting a room in the home - no points assessed.	
- Based on National Occupancy Standard	Points
In need of three or more bedrooms	9
In need of two more bedrooms (no points given if already receiving points for the need of 3 more bedrooms), or	6
In need of one more bedroom (no points given if already receiving points for the need of 2 or 3 more bedrooms)	3
Total Suitability Points	

Employment - Max 8 Points	
Employment Income / Total Income X 100 = ___%	Points
76-100%	8
51-75%	6
26-50%	4
11-25%	2
Below 10%	0
Total Employment Points	

Education - Max 8 Points	
Categories	Points
Career Development (enrolled in HRDC recognized institutes and taking progressional courses towards a degree/certificate of tangible skills after graduation - Appendix 1)	8
Pre-employment (general improvement or a stepping stone to career development, including ESL and skills training - Appendix 2)	4
Total Education Points	

ADEQUACY * - Max 15 Points	
Applicants get either 10 points for major repairs or 15 points for notice to vacate because of building being condemned. For major repairs, Residential Tenancies Branch (RTB) - Order to Repair or completed Housing Details Form required to verify that problems have not been resolved in a reasonable time frame.	Points
Physical Condition - broken windows, doors, fixtures or any other problems which are health and safety risks	10
Kitchen Facilities Inadequate - cannot store or prepare food; plumbing does not work	
Bathroom Facilities Inadequate - plumbing does not work	
Windows - lack of emergency exit from bedrooms	
Unsanitary Condition - mice, cockroaches, mold or any other obvious unsanitary condition	
Building Condemned - require written verification from public health, fire department or municipality	15
Total Adequacy Points	

Permanent Disability - 16 Points	
(aged 65 and older). Does not apply to Seniors Refer to the definition in the footnote ¹ . Points of Permanent Disability cannot be combined with Employment and/or Education points ² . Medical verification of applicant's inability to work or receive education is required ³ .	16
Permanent Disability Points	

Special Circumstances - Max 15 Points	
Points of each category cannot be combined.	Points
1) Homeless or at risk of homelessness	
Currently homeless: applicants need support services and cannot find anywhere else to live temporarily (e.g. living in shelter, discharge from institutes, living on the street, current home destroyed by fire or flood). Requires completed Details Form.	15
Temporarily sheltered and at risk of homelessness: living in temporary housing situations such as couch surfing ⁴ , hotel, hostel, or transitional immigration centre ⁵ . Requires completed Details Form.	10
Vulnerable Person forced to leave current housing: people in family separation ⁶ ; single parents ⁷ ; single person with disabilities ⁸ . Requires completed Details Form.	10
2) Housing as a barrier to family reunification⁹. Housing required to regain custody of children. Requires CFS letter.	10
3) Minor or temporary disabilities: Unable to maintain current home or remain independent due to physical limitations or mental health problems. Applicants with disability require accessible housing or support services within a building. Requires a completed Medical Information Form.	2
4) Proximity - applicants required to move to be nearer to necessary work, school, child care, community support services in a reasonable time frame ¹⁰ .	2
Total Other Points	

TOTAL POINTS	
---------------------	--

Standard Residential Tenancy Agreement
(For tenancies that include tenant services)

This form of Tenancy Agreement is prescribed under *The Residential Tenancies Act* (the Act) and applies to all residential tenancies in Manitoba where the landlord provides tenant services as defined in the Act. All information in this form must be shown in not less than 12-point type. Two copies must be signed by both landlord and tenant. One copy must be given to the tenant within 21 days after it is signed.

This Tenancy Agreement is made in duplicate between:

_____, the Landlord
Legal name, address, telephone and fax number of landlord(s)
and
_____, the Tenant
Name of tenant(s)

1. Rental Unit

The landlord agrees to rent to the tenant the rental unit at the following location:

_____ Address

2. Term of Tenancy

Complete either (a) or (b), but not both:

(a) Fixed Term Tenancy

The tenancy is for a fixed term beginning on _____, 20____ and ending
(date)
on _____, 20____.
(date)

Unless the tenancy has been terminated in accordance with the Act, the landlord shall offer the tenant a renewal of this agreement at least three months before the date the agreement ends. If the tenant does not sign and return the renewal at least two months before the date the agreement ends, this agreement will expire on that date.

(b) Periodic Tenancy

The tenancy is periodic, beginning on _____, 20____ and continuing
(date)
from _____.
(week to week, month to month, or other period)

3. Deposit (if required)

The landlord acknowledges receipt from the tenant of:

a security deposit of \$ _____ on _____, 20____.

(maximum amount = 1/2 of Rent Payable)

a pet damage deposit of \$ _____ on _____, 20____.

(maximum amount = 1 month of Rent Payable)

a tenant services security deposit of \$ _____ on _____, 20____.

(maximum amount = 1/2 of Tenant Services Charge)

4. Rent and Tenant Services Charge

Unless otherwise agreed upon, the tenant shall ensure that the payment for rent and tenant services charge is delivered to the address provided by the landlord.

Payment is due on the _____ day of each month. The tenant must pay on time. The
landlord
may also give the tenant a Notice of Termination for Non-Payment of Rent and Tenant Services Charge.

Unless otherwise agreed upon by the landlord and tenant, the tenant may not opt out of paying for tenant services. The tenant is responsible to pay for the services even though the tenant may not use the services.

The tenant agrees to pay to the landlord the following amount:

Basic Rent:	\$ _____
For _____ parking spaces:	\$ _____
Other (specify): _____	\$ _____
Rent Payable	\$ _____
Less Rent Discount*	\$ _____
Actual Amount Tenant Must Pay For Rent	\$ _____
Tenant Services Charge Payable (from the Schedule)	\$ _____
Total Amount Tenant Must Pay	\$ _____

(Complete this section if a rent increase on the rental unit is due before the date this agreement ends.)

The landlord plans to increase the rent by the annual rent increase guideline on (date) _____ . The landlord must provide the tenant with a Notice of Rent Increase at least 3 months before the rent is increased.

The landlord plans to apply for a rent increase above the guideline to increase the rent on (date) _____. The proposed Rent Payable will be \$ _____. The landlord must provide the tenant with a Notice of Rent Increase at least 3 months before the rent is increased.

(For information about tenant services charge increase, see the Schedule.)

***Rent Discount**

A landlord is not required to offer a rent discount, but if a discount is given, it must be provided for in a written agreement. Reducing or removing a rent discount is not considered a rent increase under *The Residential Tenancies Act*. However, a discount cannot be reduced or removed unless the tenant fails to meet a condition of a conditional discount or the landlord gives the tenant at least 3 months' written notice of the reduction or removal. If a tenancy agreement or discount agreement is for a fixed term, a landlord cannot reduce or remove an unconditional discount during the term of the agreement.

(Complete this section if there is a rent discount.)

The landlord is offering a rent _____ subject to the following discount of \$ _____ conditions, if any:

(Provide details of any conditions)

(Complete this section, if this form is being used to renew an existing tenancy agreement or there is a change to the discount during the term of this agreement.)

Discount is the same as last year's or _____ increased by \$ _____.

Discount is reduced _____ by \$ _____.

Discount is removed.

The proposed Rent Payable is subject to an application to the Residential Tenancies Branch

for an above-guideline rent increase. The discount may be reduced or removed depending

on the final decision on the landlord's application. In any event, the Actual Amount Tenant

Must Pay for Rent will not exceed \$ _____.

5. Tenant Services

The landlord agrees to provide the tenant services shown on the attached Schedule. The landlord may only reduce or withdraw a tenant service after giving the tenant three months' written notice of the reduction or withdrawal.

6. Services and Facilities (Other than Tenant Services as referred to in the Schedule)

(a) The tenant agrees to pay for the following services and facilities:

(b) The landlord agrees to provide, or pay (b) the supplier of, all other services and facilities, including the following utilities:

The landlord must not reduce or withdraw a service that is included in the rent, unless the landlord applies to the Residential Tenancies Branch for approval.

7. Occupants of Rental Unit

In addition to the tenant, only the following people may occupy the rental unit:

If the tenant wants an additional person to occupy the unit, the tenant must get the landlord's consent. In these circumstances, the landlord will be entitled to increase the tenant services charge payable. If the tenant has guests who use the tenant services (e.g. meals), the landlord may charge an additional fee.

8. Use of Rental Unit for Residential Purposes only

The tenant agrees to use the rental unit and residential complex for residential purposes only and shall not carry on, or permit to be carried on, any trade or business in the rental unit without the written consent of the landlord.

9. Furniture

Check either (a) or (b):

- (a) _____ No furniture is provided.
- (b) _____ Furniture is provided and an itemized list of the furniture is attached.

10. Entry to Provide Tenant Services

The landlord has the right to enter the rental unit to provide tenant services to the tenant as shown on the Schedule without giving the tenant advance notice.

11. Obligations under Act

The landlord and tenant shall comply with all obligations imposed on them by the Act.

12. Assignment or Subletting (check one)

- The tenant may assign or sublet this agreement with the written consent of the landlord. See Form 3 of the Residential Tenancies Regulation for more information.

- The tenant may not assign this agreement. The tenant may terminate this agreement by giving the landlord a notice of termination on the last day of a rental payment period to be effective not earlier than the last day of the following rental payment period.

13. Ending the Tenancy

The landlord or the tenant may terminate this agreement in the manner and under the circumstances described in the Act.

14. Additional Rules and Conditions

The landlord and tenant agree to comply with any additional rules and conditions that are attached to this tenancy agreement. To be enforceable, rules and any amendments must be given to the tenant in writing and be reasonable in all circumstances. Any additional rule or condition that is inconsistent with the Act cannot be enforced.

15. Signatures

Do not sign this agreement unless you understand and agree with everything in it.

_____	_____	_____
Date	Print name of landlord	Signature of landlord
_____	_____	_____
Date	Print name of tenant	Signature of tenant
_____	_____	_____
Date	Print name of tenant or personal representative	Signature of tenant or personal representative

**THIS IS SCHEDULE "F"
(Annual Project Data Report)**

**TO A SPONSOR MANAGEMENT AGREEMENT
MADE BETWEEN
THE MANITOBA HOUSING AND RENEWAL CORPORATION
AND**

EFFECTIVE ON THE _____

Annual Project Data Report (APDR)

Email Excel Version to: portfolioadmin@gov.mb.ca

Project Name: _____
Client Type _____
Project Number _____
Year Ending: March 31, 2017

Table 1 Additional Charges					
Type	Included Excluded	Type	Amount \$	Type	Amount \$
Water		Domestic Electricity		Cable	
Heat		Parking		A/C	

Wait List Count			
Bach	1 BDRM	2 BDRM	3 BDRM

Vacancy Loss	
Dollars	%

Tenant Arrears
Dollars

SUITE NUMBER	UNIT TYPE No of Bedrooms / Beds (S = Studio)	MOVE IN DATE Please supply Move-In Dates for all Tenants	ANNUAL GROSS INCOME Household Income (From all sources of tenants age 15+)	INCOME VERIFICATION Provided Yes / No	MONTHLY BASE RENT Excluding Additional Charges	ADDITIONAL CHARGES Table 1	EIA Mark X if any sources of gross income are provided by EIA	RENTAL TYPE RGI = Rent Geared to income AR = Affordable MR = Market Rent	CLIENT TYPE F= Families NE = Non Elderly S = Seniors (60 or older) SN = Special Needs	WHEEL-CHAIR ACCESSIBLE Yes Mark X	VACANCIES Is Unit Vacant at Year End? Yes / No RGI, AR, or MR?	VACANCIES How many months vacant during fiscal year?

Dated: _____ Authorized Officer: _____

Position: _____

Phone #: _____

Email: _____

THIS IS SCHEDULE "G"
(Conflict of Interest Policy and Guidelines)

TO A SPONSOR MANAGEMENT AGREEMENT
MADE BETWEEN
THE MANITOBA HOUSING AND RENEWAL CORPORATION
AND

[REDACTED]
[REDACTED]
EFFECTIVE ON THE [REDACTED]

I. INTRODUCTION

The Manitoba Housing and Renewal Corporation (MHRC) in coordination with the Province of Manitoba is charged with the responsibility of protecting the public interest, particularly in regards to accountability for the spending of tax dollars. External agencies are perceived by the public as extensions of government. As such, board of governors and employees of external agencies delivering services on behalf of government are accountable to the public and are particularly vulnerable to charges of conflict of interest. As a funder of many external agencies, the Province of Manitoba expects agencies to adopt the following conflict of interest policy and guidelines for their board of governors and employees.

By stating clearly the standards of conduct expected of board members and employees, the guidelines serve as a preventative measure so board members and employees do not inadvertently place themselves in a position of perceived, potential or actual conflict of interest. Furthermore, the sections dealing with disclosure and appeals provide for avenues to clarify and resolve issues before they become a problem.

The aim of the conflict of interest guidelines is to strike a balance between legitimate protection of public interest and the protection of the board members' and employees' personal and professional interests.

It is the responsibility of the board of governors to ensure that these guidelines are communicated to all board members and employees of the individual external agencies and to establish procedures for ensuring compliance with the standards set out in the policy and guidelines.

II. POLICY STATEMENT

The Province of Manitoba expects boards of governors and employees of external agencies which it funds to maintain high standards of integrity, impartiality and ethical conduct. Board members and employees must be constantly aware of the need to avoid situations which might result either in actual, potential or perceived misconduct, or conflicts of interest and to conduct themselves in a manner which commands the respect and confidence of their fellow citizens.

This policy, including disclosure requirements, applies to the board of governors and all employees of external agencies. The policy and guidelines contained herein should complement rather than replace the provisions of relevant legislation, or any other statute, collective agreement, rule or statement which applies to board of governors or employees of external agencies, and in the event of a conflict, relevant legislation shall govern and supersede this policy.

III. DEFINITION

A conflict of interest is any situation in which a board member or employee of an external agency has an employment, business or personal interest which results or appears to result in:

- i) an improper material interest or an advantage by virtue of the person's position;
- ii) an interference with the objective exercise of the person's duties.

A material interest includes any matter or situations where a board member or employee has a direct or indirect financial or other interest beyond the interest of an ordinary citizen.

IV. REQUIREMENTS FOR DISCLOSURE

Board of governors and employees of external agencies are responsible for disclosure of any situation or matter where they have an actual or perceived conflict of interest or the potential

for a conflict of interest.

Conflict of interest declarations should be filed annually at a minimum or updated immediately where:

- i) an actual, potential or perceived conflict situation arises where none existed previously;
- ii) change occurs which alters the nature or degree of the conflict, subsequent to a declaration being made.

Where a conflict of interest has been found to exist, the board member or employee, if necessary, will be required to take steps to avoid the conflict of interest. As well, where a perceived or potential conflict situation may exist, the board member or employee will be provided with advice on what steps need to be taken to remove the perception of or other potential for a conflict of interest.

- 1) Where a board member is unsure whether any conflict of interest may exist, it is his/her responsibility to seek clarification from the board of governors.

A board member shall disclose in writing to the board of governors, or request to have entered in the minutes of meetings of the board of governors, the nature and extent of his/her interest.

The board of governors shall decide by majority vote of other members at the meeting whether a perceived or actual conflict of interest exists in the case of a board member.

No board member shall be present during any discussions of the board or vote on any matter where it has been decided that a material interest exists. The minutes of the board meeting shall in each case record the member's disclosure of interest and the fact he/she took no part in the discussion or decision. In addition, the board member must refrain from attempting, directly or indirectly, to influence the decision of the board.

- i) The board of governors may choose to delegate to an executive committee of the board, the authority to decide whether a material interest exists for board members.
- ii) If the executive committee of the board cannot decide, the matter shall be referred to the full board for decision.

- 2) Where an employee is unsure whether any conflict of interest may exist, it is his/her responsibility to seek clarification from the board of governors or the board's delegate.

An agency employee shall disclose in writing to the board of governors, or the board's delegate, the nature and extent of his/her interest.

The board of directors shall decide by majority vote whether a perceived, potential or actual conflict of interest exists in the case of an employee.

- i) The board of governors may choose to delegate to the executive director or executive management committee, the authority to decide whether a material interest exists for employees, subject to a quarterly review and ratification of those decisions by the board.
- ii) If the board's delegate cannot decide, the matter shall be referred to the board of governors for decision.

No employee shall participate in negotiations, decision-making or activities where it has been decided that a material interest exists.

V. **GUIDELINES**

The range, complexity and unique nature of individual external agencies' activities are such that it is not possible to outline all conflict of interest situations.

- 1) Board members and employees shall not engage directly or indirectly in any personal business transaction or private arrangement for personal profit which accrues from or is based upon their official position or authority or upon confidential or non-public information which they gain by reason of such position or authority.

- 2) Board members and employees shall not divulge confidential or restricted information to any unauthorized person or release such information in advance of authorization for its release.
- 3) Board members and employees shall not act in any official matter where there is a personal interest which is incompatible with an unbiased exercise of official judgement.
- 4) Board members and employees must declare where they have direct or indirect personal business or financial activities which conflict with their official duties and responsibilities.
- 5) Board members and employees shall not place themselves in a position where they are under obligation to any persons who might benefit from special considerations or favours on their part.

VI. **APPEALS**

A board member who disputes the manner of application of these guidelines within his/her agency may appeal such application to an independent arbitrator agreed to by both parties.

An employee who disputes the manner of application of these guidelines may appeal such application to the board of governors.

A board member or employee, at his/her option, may have a representative present at the appeal.

VII. **DISCIPLINARY ACTION**

Departure from any of these rules by board members, without the specific prior approval of the majority of board members, may be cause for dismissal from the board.

Departure from any of these rules by employees, without the specific prior approval of a board of governors, or board's delegate, may be cause for disciplinary action.

VIII. **SPECIFIC PROVISIONS FOR AGENCIES**

While the guidelines mentioned in Section V should be sufficient to protect against conflict of interest in a vast majority of cases, individual agencies may wish to develop more specific conflict of interest guidelines in addition to those in Section V. In certain cases, the Minister may request more specific conflict of interest guidelines. These additional guidelines may also be necessary in response to particular statutory requirements, specific operational requirements, problems unique to a particular agency or at the request of Government.

On request, additional guidelines developed under Section VIII should be made available to Government for approval prior to distribution and implementation.

THIS IS SCHEDULE "H"
(Conflict of Interest Policy and Guidelines)

**TO A SPONSOR MANAGEMENT AGREEMENT
MADE BETWEEN
THE MANITOBA HOUSING AND RENEWAL CORPORATION
AND**

EFFECTIVE ON THE

PROTECTION OF PERSONAL INFORMATION

Definition of personal information

1.01 In this Schedule and in this Agreement, "personal information" has the meaning given to that term in *The Freedom of Information and Protection of Privacy Act of Manitoba* (C.C.S.M. c. F175), and includes:

- (a) personal information about an identifiable individual which is recorded in any manner, form or medium; and
- (b) personal health information about an identifiable individual as defined in *The Personal Health Information Act of Manitoba* (C.C. S.M. c. P33.5).

These Statutory definitions are attached at the end of this Schedule.

1.02 The requirements and obligations in this Schedule:

- (a) apply to all personal information received, collected or otherwise acquired by the Sponsor in the course of carrying out its obligations under this Agreement, in whatever manner, form or medium;
- (b) apply whether the personal information was received, collected or acquired before or after the commencement of this Agreement; and
- (c) continue to apply after the termination or expiration of this Agreement.

Collection of personal information by The Sponsor

1.03 The Sponsor recognizes that, in the course of carrying out its obligations under this Agreement, the Sponsor may receive personal information from MHRC and may collect, acquire, be given access to and many otherwise come into possession of personal information about individuals.

1.04 Where the Sponsor receives, collects, acquires, is given access to or otherwise comes into possession of personal information, the Sponsor shall collect only as much personal information about an individual as is reasonably necessary to carry out the Sponsor's obligations under this Agreement.

1.05 Where the Sponsor collects or acquires personal information directly from the individual it is about, the Sponsor shall ensure that the individual is informed of:

- (a) the purpose for which the personal information is collected;
- (b) how the information is to be used and disclosed;
- (c) who in the Sponsor's organization can answer questions the individual may have about his or her personal information; and
- (d) his or her right of access to the information, as set out in the Sponsor's policies under subsection 1.06 of this Schedule.

Access to personal Information by the individual it is about

1.06 The Sponsor shall establish a written policy, acceptable to MHRC, providing individuals whose personal information is received, collected or acquired by the Sponsor under this Agreement with:

- (a) a right to examine personal information about themselves which is maintained by the Sponsor, subject only to specific and limited exceptions; and
- (b) a right to request corrections to this personal information.

Restrictions respecting use of personal information by the Sponsor

- 1.07 (a) The Sponsor shall keep the personal information in strict confidence and shall use the personal information only for the purpose of properly carrying out the Sponsor's obligations under this Agreement and not for any other purpose.
- (b) The personal information shall be used solely by the officers and employees of the Sponsor, except as otherwise specifically permitted by MHRC in writing.
- (c) The Sponsor shall:
- (i) limit access to and use of the personal information to those of the Sponsor's officers and employees, who need to know the information to carry out the obligations of the Sponsor under this Agreement,
 - (ii) ensure that every use of and access to the personal information by the Sponsor and the authorized officers and employees of the Sponsor is limited to the minimum amount necessary to carry out the obligations of the Sponsor under this Agreement,
 - (iii) ensure that each officer and employee of the Sponsor who has access to the personal information is aware of and complies with the requirements, obligations and fair information practices in this Schedule, and
 - (iv) ensure that each officer and employee who has access to the personal information signs a pledge of confidentiality, satisfactory in form and content to MHRC, that includes an acknowledgement that he or she is bound by the requirements, obligations and fair information practices in this Schedule and by the Sponsor's security policies and procedures and is aware of the consequences of breaching any of them.
- 1.08 The Sponsor shall ensure that:
- (a) no person can make unauthorized copies of the personal information;
 - (b) no person shall disclose the personal information except as authorized under subsection 1.10 of this Schedule; and
 - (c) no person can modify or alter the personal information in a manner which is not authorized.
- 1.09 The Sponsor shall not link or match the personal information with any other personal information, except where necessary to carry out the obligations of the Sponsor under this Agreement.

Restrictions respecting disclosure of personal information by the Sponsor

- 1.10 The Sponsor shall not permit anyone to have access to, reveal, disclose or publish the personal information of any person, corporation, business, organization or entity outside the Sponsor's organization, except as follows:
- (a) to MHRC, and to MHRC's officers, employees and agents, for the purposes of this Agreement;
 - (b) to the individual the personal information is about, upon satisfactory proof of identity;
 - (c) to any person, corporation, business, organization or entity with the voluntary, informed consent of the individual the information is about;
 - (d) where the individual the information is about is a child under the age of 18 years, to the custodial parent or parents or to the legal guardian of the child, upon satisfactory proof of identity and authority, provided that the Sponsor is of the opinion the disclosure would not be an unreasonable invasion of the child's privacy;
 - (e) where disclosure is required by an order of a court, person or body with jurisdiction to compel production of the personal information or disclosure is required to comply with a rule of court that relates to the production of the personal information; or
 - (f) where disclosure is necessary to prevent or lessen a serious and immediate threat to the health or safety of the individual the information is about or of any other individual or individuals.

- 1.11 Without limiting subsection 1.10 of this Agreement, the Sponsor shall not:

- (a) sell or disclose the personal information, or any part of the personal information, for consideration; or
 - (b) exchange the personal information for any goods, services or benefit; or
 - (c) give the personal information to any individual, corporation, business, agency, organization or entity for any purpose, including (but not limited to) solicitation for charitable or other purposes;
- and shall not permit any of these activities to take place.

Protection of the personal information by the Sponsor

- 1.12 The Sponsor shall protect the personal information by putting in place reasonable security arrangements, including administrative, technical and physical safeguards that ensure the confidentiality and security of the personal information and protect the personal information against such risks as use, access, disclosure or destruction which are not authorized under this Schedule. These security arrangements shall take into account the sensitivity of the personal information and the medium in which the information is stored, handled, transmitted or transferred.
- 1.13 Without limiting subsection 1.12 of this Schedule:
- (a) where personal information is in paper form, on diskette or other removable media, the Sponsor shall ensure that:
 - (i) the paper records, diskettes and removable media used to record the personal information are kept in a physically secure area and are subject to appropriate safeguards,
 - (ii) the personal information is accessible only to those of the Sponsor's officers and employees who need to know the personal information to carry out the obligations of the Sponsor under this Agreement, and
 - (iii) the paper records, diskettes and removable media used to record the personal information are stored securely when not in use;
 - (b) where personal information is stored in electronic format, the Sponsor shall:
 - (i) ensure that the computer system or computer network on which the personal information is stored is secure and is accessible only to officers and employees of the Sponsor who need to know the personal information to carry out the obligations of the Sponsor under this Agreement,
 - (ii) ensure that the personal information is protected by a series of passwords to prevent authorized access, and
 - (iii) limit access to and use of these passwords to those of the Sponsor's officers and employees who need to know the personal information to carry out the obligations of the Sponsor under this Agreement.
- 1.14 When disposing of any paper records and media containing a record of the personal information, the Sponsor shall destroy the paper records or erase or destroy any personal information contained on the media in a manner which adequately protects the confidentiality of the personal information.
- 1.15 The Sponsor shall establish and comply with written policies and procedures respecting the use of, access to, disclosure, protection and destruction of the personal information which shall be consistent with and reflect the requirements of this Schedule. These security policies and procedures shall include:
- (a) provisions for identifying and recording security breaches and attempted security breaches; and
 - (b) corrective procedures to address security breaches.
- 1.16 The Sponsor shall, immediately upon becoming aware of any of the following, notify MHRC in writing of any use of, access to, disclosure or destruction of personal information which is not authorized by this Schedule, with full details of the unauthorized use, access, disclosure or destruction. The Sponsor shall immediately take all reasonable steps to prevent the recurrence of any unauthorized use, access, disclosure or destruction of the personal information and shall notify MHRC in writing of the steps taken.
- 1.17 The Sponsor shall provide training for its officers and employees about the requirements of this Schedule and the Sponsor security policies and procedures.
- 1.18 The Sponsor shall comply with any regulations made, policies issues and reasonable requirements established by MHRC respecting the protection, retention or destruction of the personal information.

Destruction of personal information by the Sponsor

1.19 After the personal information has been used for its authorized purpose, or where destruction of the personal information is requested by MHRC or is required by this Agreement, the Sponsor shall destroy the personal information (and all copies of the personal information in any form or medium) in a manner which adequately protects the confidentiality of the personal information.

Inspection by MHRC

1.20 MHRC and its representative may carry out such inspections or investigations respecting the Sponsor's information practices and security arrangements as MHRC considers necessary to ensure the Sponsor is complying with the terms and conditions of this Schedule and that the personal information is adequately protected. The Sponsor shall cooperate in any such inspection or investigation, and shall permit MHRC and its representatives access, at all reasonable times, to the Sponsor's premises and to records and information relating to the Sponsor's information practices and security arrangements or to this schedule for these purposes.

1.21 If an inspection or investigation identifies deficiencies in the Sponsor's information practices or security arrangements which expose the personal information to risk of unauthorized use, disclosure or destruction, the Sponsor shall take reasonable steps to promptly correct the deficiencies to MHRC's satisfaction.

Destruction of personal information on expiration or termination of Agreement

1.22 On expiration or termination of this Agreement for any reason, the Sponsor shall, unless otherwise directed by MHRC, destroy the personal information (including all copies of the personal information in any form or medium) in a manner which adequately protects the confidentiality of the personal information.

Statutory definitions of personal information and personal health information

1. "Personal information" about an identifiable individual, including
 - (a) the individual's name
 - (b) the individual's home address, or home telephone, facsimile or e-mail number
 - (c) information about the individual's age, sex, sexual orientation, marital or family status,
 - (d) information about the individual's ancestry, race, colour, nationality, or national or ethnic origin,
 - (e) information about the individual's religion or creed, or religious belief, association or activity,
 - (f) personal health information about the individual,
 - (g) the individual's blood type, fingerprints or other hereditary characteristics,
 - (h) information about the individual's political belief, association or activity,
 - (i) information about the individual's education, employment or occupation, or educational, employment or occupational history,
 - (j) information about the individual's source of income or financial circumstances, activities or history,
 - (k) information about the individual's criminal history, including regulatory offences,
 - (l) the individual's own personal views or opinions, except if they are about another person,
 - (m) the views or opinions expressed about the individual by another person, and
 - (n) an identifying number, symbol or other particular assigned to the individual.
2. "personal health information" means recorded information about an identifiable individual that relates to
 - (a) the individual's health care history, including genetic information about the individual,
 - (b) the provision of health care to the individual or
 - (c) payment for health care provided to the individual, and includes
 - (d) the PHIN and any other identifying number, symbol or particular assigned to an individual, and

(e) any identifying information about the individual that is collected in the course of, and is incidental to the provision of health care or payment for health care.

3. **“health care”** means any care, service or procedure

- (a) provided to diagnose, treat or maintain an individual’s physical or mental condition,
- (b) provided to prevent disease or injury or promote health, or
- (c) that affects the structure or a function of the body,

and includes the sale or dispensing of a drug, device, equipment or other item pursuant to a prescription.

“PHIN” means the personal health identification number assigned to an individual by the minister to uniquely identify the individual for health care purposes.