**Supportive Sober Living Resident Housing Rental Agreement**

**2024 Academic Year-Term 1**

**Preamble**

This housing agreement is a legal contract that outlines the obligations of the resident and New Beginnings. The terms and conditions of this Agreement have been designed to ensure that the resident enjoys a safe, respectful community living environment that is conducive to success. Residents are expected to respect the rights and privileges of others, and to conduct themselves in a manner that promotes this purpose. Residents are required to read and agree to the terms of this agreement before completing their application. Residents are encouraged to keep a copy of this document and are encouraged to share this document with the primary and secondary contacts identified in the application process.

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1. **Introduction**

You have agreed to participate in the Sober Living Post Secondary Student residence program. As part of your participation in this program, you have been granted occupancy of a single room in the building located at 1015 Highland Avenue, in Windsor, Ontario. This room is not being provided to you as a rental accommodation with a “landlord.” You understand that the building is exempt from the rules that apply to an ordinary tenancy agreement under the Residential Tenancies Act. The room occupied by you is solely to allow you to participate in the Sober Living Post Secondary Student Residence.

This agreement made this \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

Between: New Beginnings (Essex County), the Landlord, 1015 Highland Avenue, Windsor, Ontario, N9A 1R6, and

Resident: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Room:** New Beginnings grants the resident occupancy of a single room located on the second floor of the building located at 1015 Highland Ave.

**Standard single bedroom** to include a single bed, mattress, mattress pad, dresser, desk, chair

**Enhanced single bedroom** to include a single bed, mattress, mattress pad, dresser, desk, chair, refrigerator, and microwave.

**Enhanced single suite** to include a single bed, mattress, mattress pad, dresser, desk, chair, sofa, refrigerator, microwave.

**Enhanced single suite with ensuite bathroom** to include a single bed, mattress, mattress pad, dresser, desk, chair, sofa, refrigerator, microwave, and private 2-piece bathroom.

Also included in room fees is access to a furnished kitchenette, a full kitchen on evenings and weekends, a furnished common room, a furnished quiet room/study lounge, a gymnasium, and washrooms with showers.

The resident may not permit the use of the room or residence services to any other person and may not sublet the room to anyone else.

The room or residence services including mail, internet, data connection, shared spaces, or kitchenette may not be used for any business use.

1. **Term**: The term of this agreement is for the period of, Saturday, August 31, 2024, to, Tuesday, December 31, 2024, in alignment with a standard academic term. Move-in date and time to be assigned and confirmed once fees have been paid and the lease agreement is signed.

Requests to extend the terms of this agreement may be considered based on availability. Requests must be approved before November 15, 2024.

Note/Exceptional circumstances only: If alternate terms of agreement are agreed upon, indicate here:

The term of this agreement is for the period of (day, month, date, year) \_\_\_\_\_\_\_\_\_\_\_\_\_\_to (day, month, date, year) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Fees:** All amounts payable under this agreement may be paid by cash, certified cheque, bank draft, money order, or e-transfer to: etransfers@newbe.ca. Personal cheques will not be accepted.

Standard Single Room (Bedrooms 9, 10, 11, 12) $800 per month

Enhanced Single Room (Bedrooms 6, 7, 8) $900 per month

Enhanced Single Suite (Bedrooms 1, 2, 3, 4, 5) $1000 per month

Enhanced Single Suite with Ensuite Bathroom (Bedroom 13) $1100 per month

All utilities such as electricity, gas, water, trash, and heat are included in the rental fee.

Internet and laundry fees are included in the rental fee.

**Fees/Payment Options:**

1. Pay all fees for the academic year (4 months) by September 1, 2024 – 5% discount
2. A customized fee schedule (Ex: monthly payments) may be considered at the sole discretion of New Beginnings. Requests must be approved prior to moving in, and monthly due date must be established in advance).

Preferred and Approved Payment Method: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved rental/monthly rate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Non-payment of fees by due dates will result in penalties of $35/day. The late fees will be due with the unpaid fees as set out in the agreed-upon payment terms. It is the resident’s responsibility to communicate an inability to pay on time prior to the due date.

Non-payment of fees may result in termination from the program. It is the resident’s responsibility to communicate an inability to pay on time prior to the due date.

Requests for refunds will be considered at the sole discretion of New Beginnings.

New Beginnings is not responsible for any damage done to vehicles parked in the lots.

1. **Keys**: For new residents, a $50 key security deposit is required in advance of receiving any keys. Once received, the resident will be given one (1) bedroom key and one (1) fob to enter the secure facility. If keys or fobs are not returned after the agreement, the resident shall be charged $50, and will not have their deposit returned. If you lose your key/fob, there s a $50 fee to replace it. Residents are not permitted to provide their key to anyone.
2. **Responsibilities.** The resident shall keep the premises clean and sanitary and comply with all duties imposed by law. The resident shall complete chores in shared spaces as assigned and within reason.
3. **Responsibilities/Damages:** The resident shall be liable for any damage caused to the premises by the resident’s act or neglect, other than normal wear and tear. The resident shall be liable for any damage to the premises that they permit to be caused by a family member, guest, or person acting under their control. Upon termination of the tenancy, the resident shall restore the premises to the condition at the beginning of the tenancy, except for normal wear and tear. No alterations, additions, or improvements shall be made anywhere in the facility by the resident.
4. **Pets**. No animals are allowed, even temporarily anywhere in the residence.
5. **Inspection condition checklist**: The agreement will provide for a documented move-in condition inspection at the beginning of the term and at the end of the term that will allow the resident and landlord the opportunity to agree on the condition of walls, floors, carpeting, curtains, doors, furniture, and appliances. Note that the checklist does not obligate the landlord to make any repairs; residents should discuss them with their landlord.
6. **Repairs**: Written/email notice is required when something in the residence needs to be repaired. The notice must include a detailed description of the repair needed and the location. The landlord will undertake repairs as soon as possible in a reasonable time.
7. **Damage of premises**: If the residential unit is partially or totally destroyed, New Beginnings may terminate this agreement upon two (2) days written notice with no refund of fees.
8. **Use of Property and Quiet Enjoyment:** The landlord agrees to make a good faith effort to provide for the maintenance and reasonable overall quiet and order throughout the residence. Resident(s) agree to use the residence for residential purposes only in a quiet, peaceful, and lawful manner, and to refrain from any conduct that disturbs the use and quiet enjoyment of residents in other units. This rule is of particular importance after 10pm on weekdays, and 12am on Friday and Saturday.
9. **Substances.** Residents are prohibited from having parties. Any drug and alcohol use is not permitted. There is a **ZERO** tolerance policy for possession, distribution, or use of alcohol or drugs. New Beginnings may enter the room at any time without advance notice when there is reasonable cause to believe that there may be drugs or alcohol in a resident’s bedroom. In the event that a resident does not abide by any of the above expectations, New Beginnings may terminate this agreement with no refund of fees, and will provide best efforts to ensure a safe exit with support provided to a future treatment plan.
10. **Vacating the Premises**: Upon termination of this agreement, the resident shall vacate the premises, return all keys to the landlord, remove all personal property, and leave the premises in pre-rental conditions. Residents understand that once the lease has ended, the resident cannot remain in the leased property.
11. **Casualty Loss:** New Beginnings is not liable to any resident, guest, or occupant for personal injury or damage, or loss of personal property.
12. **Fire Protection:** All fire systems in the building are inspected and maintained in accordance with legislation. Local and Provincial fire officials have mandated the following restrictions for your protection:
13. Do not tamper with smoke detectors
14. Report inoperable smoke detectors immediately
15. **Abandonment**: Any of the resident’s personal property or possessions remaining in the residence after the resident moves out at the conclusion of the term will be considered to be abandoned property. The landlord will have the right to remove and dispose of any abandoned property in any manner determined by the landlord.
16. **Inspections & Showings**: New Beginnings reserves the right to enter the residence at reasonable times to determine if cleaning and/or repairs are needed or to show the residence to a prospective tenant. New Beginnings may enter the room at any time without advance notice when there is reasonable cause to believe that an emergency exists, a lease violation is occurring, or to perform routine or emergency maintenance, whether or not requested. However, whenever possible, a 24-hour notice will be given prior to the landlord entering the residence.
17. **Repairs**: New Beginnings will perform periodic inspections of the property to ensure that it is being maintained in a safe and sanitary condition.
18. **Communication:** Communication is a vital component of this program. Communication occurs with other residents, the resident Advisor, and with New Beginnings staff. Communication may include informal conversations, informal/formal meetings, chats over apps, etc.
19. **Guests**: You agree to the rules established by New Beginnings in relation to occupancy. Rules are in place to support the well-being of all residents. As of this date, unless you receive prior approval from the resident Advisor or a New Beginnings staff, no one who is not a resident of the building may sleep at the unit or otherwise stay at the unit on an overnight basis.

You are responsible for personally escorting your guests whenever they are in the common areas of the building.

You are not to allow anyone who is not your guest into the building.

1. **Termination of this Agreement:** The agreement expires at the end of the term indicated. Other circumstances that could warrant the termination of this agreement before the agreed-upon end date would be:

* You secure other living accommodations, give notice, and move out
* You no longer wish to participate in the program and move out
* You abandon the unit

New Beginnings reserves the right to immediately terminate the agreement prior to the agreed-upon end date if there is a serious violation of this agreement. This could include:

* Smoking or drinking inside the property
* Theft of illegal activity on the property
* Violence, threats of violence, or any activity that compromises the safety or sense of safety of others
* Derogatory language or behavior towards others
* Allowing overnight guests without permission
* Subletting the unit
* Damage to the property
* Repeated disturbances despite requests to stop the behaviour
* Refusal to participate in household chores or failure to keep shared spaces clean and safe
* Substance use, possession, distribution, encouragement of others to use, or disregard for other’s sobriety

This lease is an entire agreement between New Beginnings and the tenant. No spoken or written agreements made before are a part of this lease unless they are included in the lease.

All parties to the lease must sign and date the agreement.

This agreement is made this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_\_, between the following parties:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident- Print Resident- Sign

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secondary Party if Applicable - Print Secondary Party if applicable- Sign

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stacey Yannacopoulos

Executive Director

New Beginnings (Essex County)