**Supportive Sober Living Student Housing Rental Agreement**

**2023/24 Academic Year**

**Preamble**

This housing agreement is a legal contract that outlines the obligations of the student and New Beginnings. The terms and conditions of this Agreement have been designed to ensure that the student enjoys a safe, respectful community living environment that is conducive to academic success. Students are expected to respect the rights and privileges of others and to conduct themselves in a manner that promotes this purpose. Students are required to read and agree to the terms of this agreement before completing their application. Students 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.

1. **Introduction**

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

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

Student: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

1. **Room:** New Beginnings grants the student 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 student 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 or kitchenette may not be used for any business use.

1. **Term**: The term of this agreement is for the period of Friday, September 1, 2023, to Friday, April 26, 2024, in alignment with a standard academic year. 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 March 29, 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.

**Fee Structure for term on contract (September 1, 2022, to April 28, 2023)**

Standard Single Room (Bedrooms 9, 10, 11, 12) $3,200 per semester/$800 per month

Enhanced Single Room (Bedrooms 6, 7, 8) $3,600 per semester/$900 per month

Enhanced Single Suite (Bedrooms 1, 2, 3) $4,000 per semester/$1000 per month

Enhanced Single Suite with Ensuite Bathroom (Bedroom 13)

$4,400 per semester/$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.

**Payment Options:**

1. Pay all fees for the academic year by August 25, 2023 – 1% discount
2. Pay 50% of fees by September 1, 2023, and 50% of fees by January 1, 2024
3. 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.

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.

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**: The student will be given one (1) bedroom key and one (1) fob to enter the secure facility. If keys or fobs are not returned to the landlord at the conclusion of the agreement, the student shall be charged $50.
2. **Responsibilities.** The student shall keep the premises clean and sanitary and comply with all duties imposed by law. The student shall be liable for any damage caused to the premises by the student’s act or neglect, other than normal wear and tear. The student 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 student 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 student.
3. **Pets**. No animals are allowed, even temporarily anywhere in the residence.
4. **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 student 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; students should discuss them with their landlord.
5. **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.
6. **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.
7. **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. Student(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 students in other units.
8. **Substances.** Students 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.
9. **Vacating the Premises**: Upon termination of this agreement, the student shall vacate the premises, return all keys to the landlord, remove all personal property, and leave the premises in pre-rental conditions. Students understand that once the lease has ended, the student cannot remain in the leased property.
10. **Casualty Loss:** New Beginnings is not liable to any resident, guest, or occupant for personal injury or damage, or loss of personal property.
11. **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:
12. Do not tamper with smoke detectors
13. Report inoperable smoke detectors immediately
14. **Abandonment**: Any of the student’s personal property or possessions remaining in the residence after the student 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.
15. **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.
16. **Repairs**. New Beginnings will perform periodic inspections of the property to ensure that it is being maintained in a safe and sanitary condition.

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:

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

Student/Resident- Print Student/Resident- Sign

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

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

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

Stacey Yannacopoulos

Executive Director

New Beginnings (Essex County)