

Part of the mandate of Boards of Directors and Brydges Property Management is to protect residents and property at the Condominium Corporations managed by Brydges. We are sure you, as a concerned owner, also want to protect your neighbours and the property.

A by-product of this mandate is to attempt to make sure that non-resident owners, who rent their units out, only rent to good quality tenants. While the Boards and Brydges Property Management do not have the legal right to disallow a tenant, it is in the best interest of everyone to have a tenant that will abide by the rules and regulations. The Residential Tenancies Act does allow a condominium corporation the right to evict a tenant who breaches the rules and regulations. The Boards and Brydges hope to avoid this type of action and that is another reason why we are making this information sheet available.

The Boards of Directors and Brydges Property Management want to help non-resident owners do all they can to make sure they rent to a good quality tenant. This will not only save the Landlord time and expense, but help increase the comfort level of all owners in knowing that the tenant and Landlord will abide by the living requirements at the Condominium Corporation.

This information paper is an attempt to offer step by step assistance to finding suitable tenants:

1. Read and understand the Declaration, By-laws, Policies, Rules and Regulations. There may be heavy fines imposed on anyone found to be in breach of the corporate documents.
2. Make a copy of these documents for your tenants, who are also obliged to observe the Declaration, Bylaws, Policies, Rules and Regulations of the condominium corporation.
3. Prior to renting the unit, the landlord may have to pay a leasing levy to the Condominium Corporation.
4. Have any prospective tenant complete an application form (sample attached)
5. Complete the following checks to make sure the applicant will be a quality tenant:
 - i) Employment verification – do they have a job?
 - ii) Rental reference. Go back two landlords to make sure you are getting correct information and not just a reference from the current landlord wanting to get rid of a problem tenant.
 - iii) Complete a credit check. You need to know if the tenant will pay his rent on time and if there has been any collection action taken. Brydges Property Management can complete a credit check for you at a cost of \$50.00.
6. Tenants should execute a one year lease agreement (sample attached)
7. Landlord must have the tenant sign the leasing covenant (attached) and return it to Brydges Property Management.
8. For the protection of the landlord and tenant we recommend an ingoing condition report (sample attached) be completed.
9. The Landlord should obtain a security deposit from the tenant of one half of one month's rent. This deposit will have to be returned with interest when the tenant leaves providing the premises are left in substantially the same condition as indicated on the ingoing condition report. An outgoing condition report should also be completed and the owner should obtain a forwarding address for his tenant.
10. The tenant and/or owner must contact the onsite manager to arrange for a move in/out time and date.

We hope you will find this information helpful and that it will improve the quality of tenants that reside at the Condominium Corporations managed by Brydges.

Excerpt from Declaration regarding leasing of units

Requirements for leasing

(a) No owner (except the Declarant) shall lease his unit unless he causes the tenant to deliver to the Corporation an agreement signed by the tenant to the following effect:

"I _____, covenant and agree that I, members of my household and my guests from time to time, will, in using the rented by me and the common elements, comply with The Condominium Act, the Declaration and By-laws and all rules and regulation of the Condominium Corporation during the term of my tenancy and more particularly to pay all common area charges which are in arrears within fifteen (15) days of being notified by the Corporation of such arrears."

(b) Provided that the provisions of this sub-clause shall not apply the Declarant, no tenant shall be liable for the payment of common expenses unless notified by the Corporation the owner is in default or payment of common expenses in which case the tenant shall pay the same to the Corporation; and

(c) Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit which shall be joint and several with his Tenant.

To: WCC _____
c/o Brydges Property Management
830 Scotland Ave, Winnipeg, MB, R3M 1X7

"I _____, covenant and agree that I, members of my household and my guests from time to time, will, in using the rented by me and the common elements, comply with The Condominium Act, the Declaration and By-laws and all rules and regulation of the Condominium Corporation during the term of my tenancy and more particularly to pay all common area charges which are in arrears within fifteen (15) days of being notified by the Corporation of such arrears."

Date

Signature

Address

Telephone No.

RENTAL APPLICATION

The undersigned hereby makes an application to rent a 2 bedroom Suite located at:

123 Fake St.
New York
New York
123454

Anticipated move date of December 1, 2005 at a monthly rent of \$2500 and security deposit of \$1250.

PLEASE TELL US ABOUT YOURSELF

Primary Applicant	
Full Name	
Home Phone	()
Date of Birth	
Social Security/Insurance #	
Email Address (Optional)	()
Other Phone	

Co-Applicant	
Full Name	
Date of Birth	
Social Security/Insurance #	

Dependents	
Name	Date of Birth

List All Pets

PLEASE GIVE RESIDENTIAL HISTORY (LAST 3 YEARS)

Current Address			
Month/Year Moved In		Rent	\$
Owner/Agent	Phone		()
Reasons for Leaving			

Address			
Month/Year Moved In		Rent	\$
Owner/Agent	Phone		()

Address			
Month/Year Moved In		Rent	\$
Owner/Agent	Phone		()

Address			
Month/Year Moved In		Rent	\$
Owner/Agent	Phone		()

PLEASE DESCRIBE YOUR CREDIT HISTORY

Have you:

- Declared bankruptcy in the past seven (7) years? YES NO
- Ever been evicted from a rental residence? YES NO
- Had two or more late rental payments in the past year? YES NO
- Ever willfully or intentionally refused to pay rent when due? YES NO

Sample for use only. LegalDeeds.com

PLEASE PROVIDE YOUR EMPLOYMENT INFORMATION

Your Status:

Full Time Part Time Student Unemployed

Employer			
Start Date			Position
Supervisor Name			Phone # ()
Salary	\$	per	

If you have other sources of income that you would like us to consider, please list income, source, and person (banker, employer, etc.) who we may contact for confirmation. You do not have to reveal alimony, child support, or spouse's annual income unless you want us to consider it in this application.

Amount	Source/Contact Name	Contact Phone #
\$		()
\$		()
\$		()

PLEASE LIST YOUR REFERENCES

Banking Accounts:

Name	Type of Account	Account Number

Personal Reference/Emergency Contact:

Name			Relationship
Address			Phone # ()

Driver's License:

License #		Issuing State/Province	
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ADDITIONAL INFORMATION:

Please give any additional information that might help owner/management evaluate this application.

[Empty rectangular box for additional information]

Where may we reach you to discuss this application?

Day Phone # () _____ Night Phone # () _____

I hereby apply to lease the above described premises upon the conditions above set forth and agree that the rent is to be payable the first day of each month in advance. I warrant that all statements above set forth are true. I recognize that as a part of your procedure for processing my application, an investigative consumer report may be prepared whereby information is obtained through personal interviews with others with whom I may be acquainted. This inquiry includes information as to my character, general reputation, personal characteristics and mode of living.

The above information, to the best of my knowledge, is true and correct.

Please sign: X _____

Name of Applicant: _____

Date: _____

AUTHORIZATION

Release of Information

I agree to permit an investigation of my credit, tenant history, banking and employment for the purposes of renting an apartment with this owner/manager.

Name (please print)

X _____
Signature

Date _____

Form 5 – Rental Unit Condition Report

Complete at beginning and end of tenancy. The tenant is to receive the original and landlord is to keep a signed copy.

Address of rental unit: _____

Landlord's name: _____ **Tenant's name:** _____

Smoke Alarm – Beginning of Tenancy

➤ The landlord may enter the rental unit at least once a year to test the smoke alarm. The landlord is required to give the tenant at least 24 hours and not more than 2 weeks' notice before entering.

There is a smoke alarm in the rental unit	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Location of smoke alarm _____				
The landlord showed the tenant how to test the smoke alarm	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The landlord and tenant tested the smoke alarm	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The smoke alarm is in working condition	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
The tenant understands that it is against the law to tamper with a smoke alarm	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Print landlord's name _____	Signature of landlord	Date _____		
Print tenant's name _____	Signature of tenant	Date _____		

Smoke Alarm – End of Tenancy

The smoke alarm is in working condition	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Print landlord's name _____	Signature of landlord	Date _____		
Print tenant's name _____	Signature of tenant	Date _____		

Condition Codes: G=Good B=Broken M=Missing D=Damaged S=Scratched/Marked		Move-in Date:		Move-Out Date:	
Cleanliness Codes: C=Clean DT=Dirty ST=Stained		Condition at Beginning of Tenancy		Condition at End of Tenancy	
		Comment	Code	Comment	Code
Kitchen	Ceiling				
	Walls and Trim				
	Floor				
	Countertop				
	Cabinet and Doors				
	Stove				
	Oven				
	Stove Top				
	Broiler Pan				
	Sinks and Stoppers				
	Garburator				
	Refrigerator				
	Crisper				
	Ice Trays				
	Freezer				
	Closets				
	Dishwasher				
Lighting Fixtures/Bulbs					
Windows/Coverings/Screens					

Initialed by: Landlord _____ Tenant _____

		Condition at Beginning of Tenancy		Condition at End of Tenancy	
		Comment	Code	Comment	Code
Living Room	Ceiling				
	Walls and Trim				
	Floor				
	Air Conditioner				
	Air Conditioner Cover				
	TV Cable				
	TV Adapter				
	Closets				
	Lighting Fixtures/Bulbs				
	Windows/Coverings/Screens				
Dining Room	Ceiling				
	Walls and Trim				
	Floor				
	Closets				
	Lighting Fixtures/Bulbs				
	Windows/Coverings/Screens				
Stairwell and Hall	Treads and Landings				
	Walls and Trim				
	Ceilings				
	Floor				
	Lighting Fixtures/Bulbs				
Bathroom	Windows/Coverings/Screens				
	Ceiling				
	Walls and Trim				
	Floor				
	Cabinets and Mirror				
	Tub, Sink and Toilet				
	Door				
	Lighting Fixtures/Bulbs				
Bedroom (1)	Windows/Coverings/Screens				
	Ceiling				
	Walls and Trim				
	Floor				
	Closets				
	Doors				
	Lighting Fixtures/Bulbs				
	Windows/Coverings/Screens				
Bedroom (2)	Windows/Coverings/Screens				
	Ceiling				
	Walls and Trim				
	Floor				
	Closets				
	Doors				
	Lighting Fixtures/Bulbs				
Basement	Windows/Coverings/Screens				
	Stair and Stairwell				
	Walls and Floor				
	Furnace, Water Heater and Plumbing				
Exterior	Lighting Fixtures/Bulbs				
	Front and Rear Entrances				
	Patio Doors				
	Garbage Container(s)				
	Glass and Frames				
	Screens and Storm Windows				
	Stucco and/or Siding				
	Light Fixtures/Bulbs				
	Yard and Walks				
Garage or Parking Area					
Keys	Number of Keys				

Initialed by: Landlord _____ Tenant _____

Note: If a room or feature is not covered in this form and you think it's important, include it on an attached page.

Beginning of Tenancy

Move-in Inspection Completed _____ (month/day/year)	
_____ Signature of landlord	_____ Signature of tenant
Check ✓ one of the following and sign: <input type="checkbox"/> agree that this report fairly represents the condition of the rental unit; <input type="checkbox"/> do not agree that this report fairly represents the condition of the rental unit for the following reasons: _____ _____ _____	
_____ Signature of tenant	_____, 20_____ Date
<input type="checkbox"/> The rental unit requires the following repairs: (list repairs) _____ _____	
Landlord agrees to complete repairs by: _____, 20_____ Date _____ Signature of landlord	Date Repairs Completed _____, 20_____ Acknowledged by: _____ Signature of tenant _____, 20_____ Date

End of Tenancy

Move-out inspection completed _____ (month/day/year)	
_____ Signature of landlord	_____ Signature of tenant
Check ✓ one of the following and sign: I, _____ (tenant's name) <input type="checkbox"/> agree that this report fairly represents the condition of the rental unit <input type="checkbox"/> do not agree that this report fairly represents the condition of the rental unit for the following reasons: _____ _____ _____	
I, the tenant, agree to pay for the following damages:	
Item: _____	Cost: _____
Item: _____	Cost: _____
Item: _____	Cost: _____
_____ Signature of tenant	_____ Date

Tenant's forwarding address: (After end of tenancy) _____

If the rental unit is furnished, this condition report must list the furniture provided by the landlord and the condition of the furniture at the beginning and end of the tenancy.

Form 1

Standard Residential Tenancy Agreement

This form of Tenancy Agreement is prescribed under The Residential Tenancies Act (the Act) and applies to all residential tenancies in Manitoba, other than tenancies that include tenant services or tenancies respecting a mobile home, mobile home site, or both. 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 and telephone 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

The unit is registered as a condominium [] Yes [] No

Note: If the unit is registered as a condominium, the unit may be sold. If it is sold and the purchaser wants to move in, the tenant may be given notice to move, subject to this agreement and any rights to continue living in the unit the tenant may have under The Residential Tenancies Act or The Condominium Act.

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 on _____, 20____
(date) (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 from _____
(date) (week to week, month to month, or other period)

3. Deposit Required (maximum amount for each deposit = 1/2 of Rent Payable)

The landlord acknowledges receipt from the tenant of:

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

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

4. Rent

Unless otherwise agreed upon, the tenant shall ensure that the rent is delivered to the address provided by the landlord.

Rent payments are due on the _____ day of each _____. The tenant must pay the rent on time. If the rent is not paid on the date it is due, the landlord may charge a late payment fee of \$10.00 for the first day the rent is due and \$2.00 a day after that until the rent is paid in full (maximum late payment fee – \$100.00). The landlord may also give the tenant a Notice of Termination for Non-Payment of Rent.

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

Basic Rent:	\$ _____
For _____ parking spaces:	\$ _____
Other (specify): _____	\$ _____
Rent Payable	\$ _____
Less Rent Discount*	\$ _____
Actual 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.

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

***Rent Discount**

A landlord is not required to offer a rent discount, but if a discount is given, it must be set out in writing. Reducing or removing a rent discount is not considered a rent increase under *The Residential Tenancies Act*. However, an unconditional discount cannot be reduced or removed unless the tenant receives written notice of at least 3 months. 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. If a discount is subject to a condition, e.g. paying the rent on time, the landlord can withdraw it without notice if the tenant does not meet the condition.

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

(Provide details of any conditions – add additional pages if necessary)

(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 will not exceed \$ _____.

5. Services and Facilities

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

(b) The landlord agrees to provide, or pay 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.

6. Occupants of Rental Unit

In addition to the tenant and any increase in the tenant’s family by marriage, birth or adoption during the tenancy, only the following people may occupy the rental unit:

7. 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.

8. Furniture

Check either (a) or (b):

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

9. Obligations under Act

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

10. Assignment or Subletting

This agreement can only be assigned or sublet with the prior written consent of the landlord. See Form 3 of the *Residential Tenancies Regulation* for more information.

11. Ending the Tenancy

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

12. 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.

13. 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	Signature of tenant

Note: Any change or addition to this tenancy agreement should be agreed to in writing and initialed by both the landlord and the tenant.

Resolving Disputes – If there are problems or disagreements, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancies Branch for information about their rights and responsibilities or dispute resolution.

Residential Tenancies Branch Offices

Winnipeg 302-254 Edmonton St. 945-2476 1-800-782-8403 rtb@gov.mb.ca	Brandon 157-340 9 th St. 726-6230 1-800-656-8481 rtbbrandon@gov.mb.ca	Thompson 113-59 Elizabeth Drive 677-6496 1-800-229-0639 rtbthompson@gov.mb.ca
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<p>Deposits</p> <ul style="list-style-type: none"> ○ A landlord may collect a security deposit; a landlord who allows a tenant to have a pet may also collect a pet damage deposit. ○ A deposit cannot be more than one half of one month's rent. ○ For rental units in subsidized housing, the amount of the deposit cannot be more than one half of the rent payable before the reduction on account of the subsidy. ○ The landlord is entitled to hold the deposit for the length of the tenancy. ○ The tenant is entitled to interest on the deposit from the date the deposit is paid to the date it is paid back, or ordered to be paid back. ○ The deposit can only be used for the last month's rent with the consent of the landlord. 	<p>Rent Increases</p> <ul style="list-style-type: none"> ○ In most cases, a landlord can legally increase the rent only once every 12 months. ○ A landlord must give a tenant three months' written notice of a rent increase. ○ Each year, the government sets a limit on the amount that rents can be increased. This limit is called a rent increase guideline. The guideline applies to most rental units. ○ Tenants have the right to object to any rent increase, whether the increase is above, below or equal to the guideline. ○ Landlords who want to increase the rent by more than the guideline must receive approval from the Residential Tenancies Branch.
<p>Landlord Responsibilities</p> <ul style="list-style-type: none"> ○ provide a written receipt when rent is paid in cash (automatic debit or pre-authorized remittance are considered cash payments); ○ maintain the appearance of the rental unit in proper condition considering the length of time of the tenancy; ○ do repairs and keep the unit in good condition; ○ pay utility bills for essential services that are included in the rent (e.g. heat, gas, electricity, hot and cold water) so that service is not disconnected for non-payment; ○ do not interfere with the supply of essential services; ○ allow a tenant to enjoy the use of the rental unit and the residential complex for residential purposes; ○ investigate complaints of disturbance or endangering of safety as soon as possible and try to resolve the problem; ○ provide and maintain sufficient doors and locks to make a rental unit reasonably secure. 	<p>Right of Entry</p> <ul style="list-style-type: none"> ○ A landlord usually needs to give a tenant written notice before they go into a suite. ○ The landlord must give the tenant at least 24 hours, but not more than two weeks' notice. ○ If there is a good reason that the landlord should not enter as shown in the notice, the tenant should let the landlord know. But, the tenant must allow the landlord to go in on another day or time. ○ A landlord may enter, after giving proper notice, to carry out responsibilities like repairs. ○ A landlord may enter without notice if there is an emergency or to show the premises to potential renters after a tenant has given or been given notice to move out. ○ A landlord or tenant must not change the lock to a rental unit without the other's consent.
<p>Tenant Responsibilities</p> <ul style="list-style-type: none"> ○ pay the rent on time; ○ keep the rental unit and the residential complex clean; ○ take reasonable care not to damage the rental unit and the residential complex; ○ do not disturb others in the residential complex or neighbouring property; ○ do not endanger the safety of others in the building; ○ make sure that the people invited into the rental unit or residential complex do not cause damage or disturb or endanger the safety of others; ○ obey the landlord's reasonable rules and regulations; ○ notify the landlord of necessary repairs. 	<p>Ending the Tenancy</p> <p>Tenants</p> <ul style="list-style-type: none"> ○ To end a month-to-month tenancy, notice must be given on or before the last day of a rental payment period to take effect on the last day of the next period. ○ A fixed-term agreement (e.g. one year lease) cannot usually be terminated during the term; there are some exceptions – contact the Branch for information. <p>Landlords</p> <ul style="list-style-type: none"> ○ Landlords may only terminate tenancies for cause (e.g. non-payment of rent, nuisance or damage) or if they require the rental unit for their own use or for renovations or demolition. ○ The length of notice required varies – contact the Branch for information.