

# Tenant's Right to Cancel



Under section 7.1 of The Residential Tenancies Act, you may cancel a tenancy agreement that includes the provision of tenant services within 48 hours of signing the agreement. The 48 hours does not include Saturdays, Sundays and holidays.

However, you do not have the right to cancel if you take possession of the rental unit before the end of the 48-hour period.

To cancel, you must

- personally give written notice of the cancellation to the landlord; or
- send written notice of the cancellation by fax to the fax number given by the landlord for this purpose.

To be completed by the landlord.

Landlord's Name: Manitoba Housing

Landlord's Address: 555 Ellice Avenue

Winnipeg, Manitoba R3B 3C4

Fax: 204-948-1114

A tenancy agreement that is cancelled in accordance with section 7.1 is deemed to be terminated when the notice is given or faxed to the landlord.

If you cancel, be sure to keep a copy of your written notice of cancellation and confirmation of fax transmission.

**NOTE:** This page must be given to the tenant when the tenant signs any tenancy agreement that includes the provision of tenant services.

# 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 Housing properties where tenant services are provided as defined in the Act. 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:

Manitoba Housing, the Landlord

Name of landlord  
and

<<signor>>, the Tenant

<<signor>>, the Tenant

Name of tenant(s)

## 1. Rental Unit

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

<<Address>>, <<City/town, MB postal code>>

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		and ending on	
	(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 [Move-in date]

and continuing from month to month on [First of following month following move-in date:]

Unless the tenancy has been terminated in accordance with the Act, the landlord shall offer the tenant a renewal by providing the Schedule A - Subsidy Notice or Schedule A - Rent Notice at least three months before the anniversary date of this agreement.

## 3. Occupants of Rental Unit

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

a) [[non signing household member]]	b) [[non signing household member]]
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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.

**4. Rent and Tenant Services Charge**

Rent payments are due on the 1st day of each month. The tenant must pay rent on time. If the rent is not paid on the date it is due, the landlord may give the tenant a Notice of Termination for Non-Payment of Rent.

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.

**5. Tenant Services**

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

**6. 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.

**7. 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 and utilities:

Utilities

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

Heat, water and sewer

**8. Security Deposit**

The landlord acknowledges receipt from the tenant of:

a security deposit of \$         N/A         on                                 , 20                

The Landlord shall deal with the security deposit as required by the Act. The deposit shall be returned to the Tenant within 14 days after the end of the tenancy with interest at the rate prescribed by regulation unless the Tenant agrees in writing to a claim against the security deposit by the Landlord or the Landlord makes a claim to the Residential Tenancies Branch. The security deposit cannot be applied to the last month's rent unless both Landlord and Tenant agree.

**9. 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.

**10. Furniture**

Check either (a) or (b):

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

**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 the House Rules Agreement and any additional rules and conditions that are noted below or attached to this tenancy agreement. Any additional rule or condition that is inconsistent with the Act cannot be enforced.

**13. Assignment or Subletting**

In accordance with subsection 42(2), 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.

**14. Insurance**

The tenant is responsible to purchase insurance for personal possessions and liability protection. The landlord is not responsible for any damage or loss to the tenant’s personal property.

Tenant insurance is a condition of this tenancy due to an uninhabitable or destroyed unit at the following address: [[address of uninhabitable/destroyed unit]]

**15. Responsibility Individually and Together**

Where more than one individual signs this tenancy agreement as a tenant, each individual tenant is responsible for payment of the entire rent, that is, jointly and severally.

**16. Tenants in Subsidized Housing**

As per section 103 of The Residential Tenancies Act, when a tenant ceases to be eligible for the particular rental unit he or she occupies in subsidized housing, the landlord may terminate the tenancy. Manitoba Housing will make every reasonable effort to make available a rental unit for which the tenant is eligible in the vicinity of the rental unit that the tenant occupies.

To receive or continue to be eligible for a program subsidy a tenant must have a total adjusted household income at or below the Program Income Limits established by Manitoba Housing. See the Program Income Limits Policy or visit our website for information on our programs.

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

**17. Signatures**

While on Manitoba Housing property, all tenants must abide by all Program Policies, House Rules Agreement, Schedule A and Schedule B. I understand, agree and will adhere to the terms of this agreement.

	<<signor>>	
Date	Print name of tenant	Signature of tenant
	<<signor>>	
Date	Print name of tenant	Signature of tenant
	Print name of personal representative	Signature of personal representative
	Manitoba Housing	
Date	Print name of Landlord	Signature of Manitoba Housing Staff

# Schedule B

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(This schedule is attached to and forms part of the agreement between Manitoba Housing  
(name of landlord)

the landlord and <<signor>> the Tenant, dated [[Effective date]]  
<<signor>> the Tenant, dated [[Effective date]]

## Tenant Services

The landlord agrees to provide the following tenant services to the tenant:

(Provide details about the nature of each service and how frequently it will be provided.)

- |                                     |   |  |
|-------------------------------------|---|--|
| <input checked="" type="checkbox"/> | Meal service                            | <u>Two Meals a day – lunch and dinner (evening meal)</u> |
| <input checked="" type="checkbox"/> | Housekeeping service in the rental unit | <u>Light housekeeping once per week</u>                  |
| <input type="checkbox"/>            | Personal laundry service                | <u>N/A</u>   |
| <input checked="" type="checkbox"/> | Linen service                           | <u>Change bed linens once per week</u>                   |
| <input checked="" type="checkbox"/> | Recreation and wellness service         | <u>Leisure and recreation activity programming</u>       |
| <input type="checkbox"/>            | Transportation                          | <u>N/A</u>   |
| <input type="checkbox"/>            | Personal emergency response service     | <u>N/A</u>   |
| <input type="checkbox"/>            | Cash management service                 | <u>N/A</u>   |
| <input type="checkbox"/>            | Other (specify): _____                  |  |

**Note:** The landlord may only reduce or withdraw a tenant service with three months' written notice.

The tenant services charge for these services is \$ [[Tenant Services charge per month]] per month. The

tenant services charge may be increased once every 12 months with three months' written notice.