

LAC LA BICHE COUNTY PROCEDURE

TITLE: EMPLOYEE TRANSITIONAL HOUSING	PROCEDURE NO: CS-03-011
SPECIAL NOTES/CROSS REFERENCE: Policy CS-03-011 Employee Transitional Housing	AMENDMENT DATE: AUGUST 18, 2015

PROCEDURE:

1. The procedure applies to the “airport residence” (“the residence”) located at 10 67036 Mission Road, legally described as Plan 3687RS, Block OT and is primarily for employee recruitment purposes.
2. “Applicant” refers to those applying for employment with the County.
3. The Human Resources Manager in consultation with the Chief Administrative Officer are responsible for determining which position(s) are to be considered for transitional housing as an option of the conditions of employment. The Human Resources Manager is responsible for administering the procedures once those eligible positions are established.
4. Eligible applicants are new or returning employees of Lac La Biche County that are relocating to Lac La Biche from a distance of 100 km or greater (from the Hamlet of Lac La Biche).
5. Current employees are not eligible, nor applicants whose adult interdependent partner is a current employee of the County.
6. Applicants who already own a home or whose adult interdependent partner owns a home within 100 km of the Hamlet of Lac La Biche are not eligible.
7. Prior to renting the residence, the County and the employee shall enter into a month-to-month Residential Tenancy Agreement. The agreement and rental of the residence shall be in accordance with the *Residential Tenancies Act*, Chapter R-17.1 S.A, 2004, as outlined in the attached template agreement
8. The damage deposit for the residence shall be six hundred (\$600) dollars and the rental rate shall be one thousand two hundred (\$1,200) dollars per month and includes: water, sewer, power and natural gas. Should the employee choose to activate telephone, internet or television services these shall be at the expense of the employee.

9. The residence shall be suitably, yet minimally, furnished to provide for comfortable living accommodations. Furnishings are provided to alleviate the need for the employee to move twice within transitional term, and to reduce unnecessary wear and tear on the residence caused by normal moving activities.
10. Eligible employees shall be entitled to rent the residence for a period of up to three (3) months. If the employee has not found living accommodations at the end of this period, the employee may enter into a monthly rental agreement for a maximum of three (3) months at the discretion of the Human Resource Manager based on the residence's perceived instrumentality in upcoming recruitment.
11. Priority ranking for rental of the residence shall be granted according to the following *primary ranking criteria*:
 - a. Previous difficulty experienced by the County in trying to recruit employees to the advertised position.
 - b. Current demand for the advertised position by the County.

In the event that two or more eligible employees are deemed to be equally or similarly ranked, the following *secondary ranking criteria* will be taken into considerations:

- a. Relocation Distance.
 - b. Family size.
12. The Residential Tenancy Agreement may be terminated in accordance with the *Residential Tenancies Act*, after reasonable notice by:
 - a. The employee or their adult interdependent partner, for whatever reason;
 - b. The Human Resource Manager, once the employee or their adult interdependent partner purchases, or rents, other residential accommodations for a more permanent purpose;
 - c. The Human Resource Manager, if the employee has occupied the residence for the period of time specified in clause 10;
 - d. The Human Resource Manager, if the employment of the employee has ended with Lac La Biche County.
 13. Should the residence be unavailable for rent by an eligible employee, Lac La Biche County may endeavor to provide other reasonable housing incentives, which shall be negotiated through the employment agreement. Other reasonable housing incentives include, but are not limited to, reimbursement for hotel accommodations.

“Original Signed” _____
Chief Administrative Officer

August 18, 2015 _____
Date

Residential Tenancy Agreement

THIS LEASE (the "Lease") dated this _____ day of _____, 20 ____

BETWEEN:

Lac La Biche County of P.O. Box 1679, Lac La Biche, Alberta, T0A 2C0
(the "Landlord")

OF THE FIRST PART

- AND -

_____ of

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Premises

1. The Landlord agrees to lease to the Tenant the residential premises located at 10 67036 Mission Road, legally described as Plan 3687RS, Block OT, Lac La Biche, Alberta (the 'Premises') for use as residential premises only and intended as a three month transitional housing opportunity for the Tenant to gain familiarity with the region and decide on a more permanent residence. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.
2. No guests of the Tenants may occupy the Premises for longer than one month without the prior written consent of the Landlord.
3. A reasonable number of pets or animals are allowed to be kept in or about the Premises. If, at the sole discretion of the Landlord, this privilege is abused, or if the pets damage the Premises, the Landlord may revoke this privilege upon thirty (30) days' notice.
4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the 'Parking') on or about the Premises. Only properly insured motor vehicles may be parked on the Premises.

5. Smoking is permitted on the Premises. The Tenant will be responsible for all damage caused by smoking including, but not limited to, stains, burns, odors and removal of debris.
6. The Premises are provided to the Tenant with minimal furnishings, as outlined in Schedule A of this agreement.

Term

7. The Tenant understands that the Landlord offers this lease as a means of transitional housing to new employees in order to assist them with relocation, by providing an opportunity to gain familiarity with the region and decide on a more permanent residence.
8. The term of the Lease shall be a three (3) month term and shall commence at 12:00 noon on the ____ day of _____, 20__, and terminate at 12:00 noon on the ____ day of _____, 20__. This term shall constitute a fixed term tenancy. The Landlord may extend the Lease for a further three (3) months or at the Landlord's sole discretion. The Landlord shall serve written notice on the Tenant of such renewal thirty (30) days prior to termination of this Lease. If the Landlord does not serve notice of a renewal the Tenant shall vacate the Premises at 12:00 noon on the ____ day of _____, 20__.
9. This lease is subject to the Tenant being an employee of the Landlord. Upon termination of the Tenant's employment with the Landlord, the Lease shall terminate and the Landlord shall provide the Tenant with notice of such termination equivalent to the period of notice of termination of employment to which the Tenant would be entitled under the *Employment Standards Code*. The Tenant is hereby put on notice that this tenancy may be a taxable benefit for income tax purposes.
10. The Residential Tenancy Agreement may be terminated in accordance with the *Residential Tenancies Act* (hereinafter referred to as "the Act"), after reasonable notice by:
 - a. The Tenant or their adult interdependent partner, for whatever reason;
 - b. The Landlord, once the employee or their adult interdependent partner purchases, or rents, other residential accommodations for a more permanent purpose;
 - c. The Landlord, if the employee has occupied the residence for the three month time period specified in Clause 8 of this Agreement;
 - d. The Landlord, if the employment of the employee has ended with Lac La Biche County.

Rent

11. Subject to the provisions of this Lease, the rent for the Premises is one thousand two hundred (\$1,200.00) dollars per month (the "Rent"). The Rent is not subject to GST if the premises are leased for more than one month.

12. The Tenant authorizes the Landlord, as the Tenant's employer, to deduct the rent from the employee's payroll at the first pay period of each month.
13. Upon the signing of this Lease, the Tenant will make a single payment of six hundred (\$600.00) dollars to the Landlord as a rental/damage/security deposit.
14. Prior to the end of this tenancy and the inspection at the end of this tenancy, the Tenant shall thoroughly clean the Premises, including but not limited to carpet cleaning, washing walls and floors, and cleaning appliances, to the satisfaction of the Landlord. In the event the Premises are not adequately cleaned, in the opinion of the Landlord, the Landlord may deduct from the Security Deposit the costs of cleaning.

Interest on Security Deposit

15. The Landlord agrees to pay to the Tenant interest on the security deposit at the expiration or termination of the tenancy, at the rate or rates prescribed by the Act and the regulations thereto, as applicable.

Quiet Enjoyment

16. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Inspections

17. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
18. The Tenant acknowledges that the Tenant inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.
19. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

20. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

- c. removing or adding walls, or performing any structural alterations;
- d. installing a waterbed(s);
- e. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

Utilities and Other Charges

21. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: water, sewer, electricity, natural gas, telephone, internet and cable.

Insurance

22. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance.
23. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage or loss, and the Tenant assumes no liability for any such loss.
24. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the building of the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
25. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
26. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Abandonment

27. If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the

Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Legal Fees

28. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay a reasonable sum for the successful party's legal fees.

Governing Law

29. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Alberta, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

30. If there is a conflict between any provision of this Lease and the *Residential Tenancies Act*, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
31. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of this Lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.
32. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Amendment of Lease

33. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

34. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Premises

35. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of Rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Premises, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Premises

36. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.
37. The Tenant will keep the Premises reasonably clean.
38. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
39. The Tenant will not engage in any illegal trade or activity on or about the Premises.
40. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
41. The Tenant agrees that no signs will be placed or painting done on or about the Premises by the Tenant or at the Tenant's direction without the prior, express and written consent of the Landlord.
42. If the Tenant is absent from the Premises and the Premises are unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
43. At the expiration of the term of this Lease, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Hazardous Materials

44. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Address for Notice

45. For any matter relating to this tenancy, the Tenant may be contacted at the Premises or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is as follows:

- a. Name: _____
- b. Address: _____
- c. Phone: _____
- d. Fax: _____

46. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the contact information of the Landlord is as follows:

- a. Name: Lac La Biche County
- b. Address: P.O. Box 1679, Lac La Biche, Alberta, T0A 2C0
- c. Phone: (780) 623-1747
- d. Fax: (780) 623-2039

General Provisions

47. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
48. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
49. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
50. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

51. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.
52. The Tenant will be charged the applicable fees to recover financial institution charges for each N.S.F. cheque or cheque returned by the Tenant's financial institution.
53. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
54. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Premises by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
55. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
56. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
57. The Tenant will indemnify and save the Landlord, and the owner of the Premises where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.
58. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Premises of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
59. The Tenant is responsible for any person or persons who are upon or occupying the Premises or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Premises for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
60. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Premises.

61. Time is of the essence in this Lease. Every calendar day except Saturday, Sunday or Canadian national holidays will be deemed a business day and all relevant time periods in this Lease will be calculated in business days. Performance will be due the next business day, if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at five p.m. local time in the time zone in which the Property is situated.
62. The tenancy created by this agreement is governed by the *Residential Tenancies Act* and if there is a conflict between this agreement and the Act, the Act prevails.

IN WITNESS WHEREOF _____ and Lac La Biche County have duly affixed their signatures on this ____ day of _____, 20____.

Tenant

Per: Lac La Biche County – Landlord

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the ____ day of _____, ____.

Tenant

SCHEDULE A

LISTING OF FURNISHINGS

Provided with residential premises located at 10 67036 Mission Road,
legally described as Plan 3687RS, Block OT, Lac La Biche, Alberta

ITEM	NUMBER PROVIDED	PURCHASE VALUE
Love Seat	1	\$629.50
Sofa	1	669.50
Kitchen Table	1	200.00
Kitchen Chairs	4	439.00
46" RCA Television	1	599.00
Ahsley Aleydis Queen Bed	1	599.00
Queen Mattress	1	599.00
Panasonic Microwave	1	139.00
Ashley 3 in 1 Coffee Table and 2 end tables	1set	399.00
Ashley Aleydis Dresser & Mirror – Oak Grain	1	529.00
Ashley Aleydis Night Stand – Oak Grain	2	159.00
Panasonic Cordless Phone/1 Handset	1	49.00