

THIS AGREEMENT made in triplicate this DAY day of MONTH, YEAR A.D.

BETWEEN:

THE MANITOBA HOUSING AND RENEWAL CORPORATION
(hereinafter called the "CORPORATION")

- and -

LEGAL NAME

(hereinafter called the "OWNER")

WHEREAS the Corporation has assumed responsibility for the development and administration of the Rent Supplement Program;

AND WHEREAS the objective of the Rent Supplement Program is to assist low to moderate Income individuals, families and elderly citizens to obtain affordable, adequate and suitable housing accommodation in private non-profit rental housing projects and private sector rental projects;

AND WHEREAS the Corporation has agreed to provide the subsidy contemplated by this Agreement in order to obtain such rental accommodations;

AND WHEREAS the Owner has agreed to provide such rental accommodations, on the condition that the Corporation pays a Supplement equal to the difference between the monthly rental rate and the occupant's RGI rent as identified in Schedule "A" based on the program guidelines identified in Schedule "B";

1. DEFINITIONS

The following definitions will apply in addition to other capitalized terms which are defined in Schedules "A" and "B" attached hereto.

- 1.1. "Designated Unit" is a unit listed in Schedule "A".
- 1.2. "Eligible Clients" means a person or family (tenants) who are Households in Need and who are eligible for assistance under the Rent Supplement Program in accordance with the Households in Need eligibility criteria.
- 1.3. "Family" means a household consisting of a household head, their spouse/partner and their minor children by birth, marriage, or legal adoption, living in a designated unit. Where the Corporation in its entire discretion deems it advisable and in the public interest may consider persons not claimed on the initial application form as part of the family group, and/or two or more distinct "family" groups living together, and unrelated persons or groups of unrelated persons are living together as family.
- 1.4. "Household" means a person(s) (tenants) who occupy a Designated Unit and do not have a principal place of residence elsewhere in Canada.
- 1.5. "Household Rental Rate" is the monthly amount payable to occupy a unit as per Schedules "A" and "B" including any program guidelines provided by the Corporation to the Owner. The Owner agrees to collect the monthly rental rate from the Household in accordance with this Agreement when a designated unit is occupied.
- 1.6. "Households in Need" means those Households defined in Schedule "B" that receive a total Income below the Program Income Limits who cannot afford or cannot obtain adequate and suitable accommodation at the current market rents in the area in which the individual or family resides. This includes those households:
 - (a) who occupy a crowded or inadequate dwelling and who currently pay less than 30% of their Income for shelter but for whom basic shelter costs for an adequate and suitable dwelling available in their market area would consume 30% or more of their Income,
 - (b) who pay 30% or more of their Income for shelter and for whom an adequate and suitable dwelling available in their market area would consume 30% or more of their Income.
- 1.7. "Income" means total gross income (before tax) from all sources for all persons in the Household eighteen (18) years of age and over.
- 1.8. "Lease" means a tenancy agreement.
- 1.9. "Program Income Limit" is established by the Corporation and at time of application results in the denial of a Household to occupy a Designated Unit or re-designate the unit as stated in Schedule "A" if that Household's total Income exceeds the applicable Program Income Limit as identified in Schedule "B".

- 1.10. "Rental Rate" means the market rental rate indicated in Schedule "A", plus or minus such adjustments as may be annually agreed to, between the Owner and the Corporation in accordance with section 6; and which rates shall not exceed the full monthly rents which would normally be charged by the Owner for similar housing units described in Schedule "A".
- 1.11. "Project" means the project described in Schedule "A".
- 1.12. "Supplement" means the amount of subsidy for a Designated Unit in accordance with Schedule "A".

2. DESIGNATED UNIT, TERM AND RENEWAL

- 2.1. This Agreement shall
 - (a) be effective as at 1st day of DATE; and
 - (b) include the housing project and the unit or either of those listed in Schedule "A" from the effective date for each unit as are set out in Schedule "A" or as is determined in accordance with subsection 2.3 herein.
- 2.2. Schedule "A" of this Agreement may be amended from time to time, as agreed by both parties, in writing.
- 2.3. This Agreement includes the Project and the unit or either of those for the initial period of five (5) years from the Effective Date, terminating on 30th day of DATE unless renewed in accordance with this Agreement.
- 2.4. This Agreement may be renewed for such period as may be agreed upon, provided that the renewal is in writing and is signed by both parties at least four (4) months prior to the expiration of this Agreement. Such renewal and any subsequent renewal thereafter shall be upon the same terms and conditions as are set out in this Agreement, and in no event will Rent Supplement extend beyond the 31th day of DATE.

3. LEASING

- 3.1. Eligible Clients have the right to lease, and lawful occupants to occupy, housing without being treated differently, to their disadvantage and without reasonable cause, on the basis of a characteristic protected under *The Human Rights Code*. They also have the right not to be harassed based on a protected characteristic.
- 3.2. The Owner shall lease a Designated Unit only to Households who are Eligible Clients suitable accommodation at rental rates which shall have been stipulated in this Agreement.
- 3.3. Leases between the Owner and Eligible Clients shall be for a term of one (1) year and shall be in the same form as used by the Owner for other tenants.
- 3.4. The Owner shall charge Eligible Clients monthly rents based on the Rental Rates established by the Corporation as indicated in Schedule "A" for its Eligible Clients and no other rental amounts; and the Owner shall upon receiving written notification from the Corporation from time to time, make those rent changes under its leasing arrangements with the various Eligible Clients.
- 3.5. The Lease shall include the services and appliances listed in Schedule "A" attached to this Agreement.

4. SUPPLEMENT CLAIMS

- 4.1 The Owner shall on the 15th day of each month, invoice the Corporation for the following month's supplement portion of the rental rates; the Corporation shall no later than the 1st day of the month on which the rent becomes due, remit to the Owner the supplement as invoiced by the Owner and verified by the Corporation.
- 4.2 The Supplement amount will vary by each Household. The maximum Supplement amount to be claimed shall not exceed \$500 per Designated Unit and the Corporation may change both the amount, and the maximum from time to time.

5. RELATIONSHIP WITH ELIGIBLE CLIENTS

- 5.1. The Corporation shall not be responsible for any portion of the security deposit requirements of the Owner.
- 5.2. Other than for the payment of the Supplements by the Corporation as herein set forth, the full normal relationship between the landlord and tenant shall exist between the Owner and the Eligible Client; it is understood and the Owner agrees that the Corporation is not responsible or liable to the Owner for any breach or failure of an Eligible Client to observe any of the terms of its lease with the Owner, including the covenant to pay the rent; and the sole responsibility and liability of the Corporation to the Owner is limited to the payment of the Supplement as provided herein.
- 5.3. As part of this Agreement and while it is in effect, the Owner authorizes the Corporation to access the project's records held by the Residential Tenancies Branch and agrees to execute the consent Authorization Form as per the attached Schedule "C" for the sole purpose to release any records as may be requested by the Corporation during the term of this Agreement.
- 5.4. No family member, employee of the Owner, or any person on the Owner's payroll shall occupy a Designated Unit as an Eligible Client or otherwise.
- 5.5. Eligible Clients shall be prohibited from subletting the Designated Unit or assigning the Lease.

6. CHANGING RENTAL RATES

- 6.1. Four (4) months prior to the proposed rental change, and annually thereafter during the currency of this Agreement and of any renewals thereof, but subject to *The Residential Tenancies Act*, the Rental Rates shall be in accordance with *The Residential Tenancies Act* and notice shall be given in writing by the Owner to the Corporation as per Schedule "C" of this Agreement. The Rental Rates for this period are subject to the written acceptance by the Corporation.

7. VACANT DESIGNATED UNIT

Subject to the provisions set out in subsection 8 herein, the following conditions apply:

- 7.1. In the event an Eligible Client vacates a Designated Unit without giving the notice as required by the Lease executed between the Owner and the Eligible Client, the Corporation shall pay to the Owner
 - (a) only the amount of the Supplement applicable for that Designated Unit for the month the vacancy occurred; and
 - (b) one (1) month of full market rental for the subject Designated Unit for the month immediately following the month when the actual vacancy occurred, unless the Owner is able to re-lease the vacant Designated Unit for that month or part thereof.
- 7.2. The Corporation shall cease to pay the Supplement until a vacant Designated Unit becomes occupied by an Eligible Client.

8. MAINTENANCE

The Owner shall maintain each Designated Unit which is subject to the terms and conditions of this Agreement to a standard acceptable to the Corporation. In the event that a Designated Unit fails to not meet a standard acceptable to the Corporation the Owner shall lose the Supplement until such time as the standards of occupancy which the Corporation reasonably requires are being fully met and satisfied.

9. MANAGEMENT OF RECORDS

- 9.1. While this Agreement is in effect, and at all times thereafter, the Owner and any officers, employees or agents of the Owner:
 - (a) shall treat as confidential all information, data, reports, documents, and materials acquired or to which access has been given in the course of, or incidental to, the performance of this Agreement;
 - (b) shall comply with any rules or directions made or given by the Corporation with respect to safeguarding or ensuring the confidentiality of such information, data, reports, documents or materials.
 - (c) Shall assist in processing of access requests as required and provide all information and records requested by the Corporation.

- 9.2 The Corporation or its representative may inspect and audit all books, occupancy agreements, rent rolls, tenants', housing receipts, in/out condition reports, notice to new tenants, notice of housing increase, utility bills documents, vouchers, records and accounts pertaining to the operation and the administration of the housing project. The Owner shall retain in its possession for not less than 7 years all those books, documents, vouchers, records and accounts.
- 9.3 The Owner recognizes that, in the course of carrying out its obligations under this Agreement, all information will at all times be in compliance with the provisions of *The Freedom of Information and Protection of Privacy Act* (C.C.S.M. c.F175), *The Personal Health Information Act* (C.C.S.M. c. P33.5) and, if applicable *The Child and Family Services Act* (C.C.S.M. c. C80).

10. DEFAULT

- 10.1. In the event the Owner breaches or defaults under this Agreement and fails to remedy that breach or default within a reasonable time as determined by the Corporation, including completion of the work necessary to bring any Designated Unit up to the required standards within a reasonable time after written notice thereof is given, the Owner agrees that the Corporation shall be entitled to withhold the monthly Supplement until such time as the Owner meets and satisfies those reasonable requests of the Corporation for the needed repairs, or remedying of the breach or default.

11. TERMINATION

- 11.1. In addition to any other remedy in this Agreement, the Owner is in breach of any provision, term or condition of this Agreement, the Corporation may terminate this Agreement without notice, at its sole discretion, without compromising any other legal recourse available to it in redressing such breach, as well as seeking compensation for such breach, but the termination of this Agreement shall not relieve either party from any actions, suits, claims or demands in respect of or arising out of anything done or omitted by either party to the termination of this Agreement.
- 11.2. In addition to its rights under subsection (1), and without restricting any other remedies available, the Corporation may, at its sole option, immediately terminate this Agreement in writing if:
 - (a) the funding specific to the Supplement becomes unavailable by the Corporation; or
 - (b) in the opinion of the Corporation, the condition of the Designated Unit is unsatisfactory, inadequate, or unsuitable; or
 - (c) in the opinion of the Corporation, the Owner has failed to comply with any term or condition of this Agreement; or
 - (d) the Owner is dissolved or becomes bankrupt or insolvent.

12. NOTICES

- 12.1. Any notice or other communication under this Agreement shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid or by way of facsimile transmission as follows:
 - (a) To the Corporation:
Portfolio Management Branch
c/o Executive Director
600-352 Donald Street
Winnipeg, Manitoba R3B 2H8
Fax: (204) 948-1306
 - (b) To the Owner:
LEGAL NAME
LEGAL MAILING ADDRESS
Winnipeg MB POSTAL CODE
Telephone: Fax:

12.2. Any notice or communication:

- (a) delivered personally, shall be deemed to have been received on the date of the personal delivery;
- (b) sent by registered mail, shall be deemed to have been received on the third business day following the date of mailing; or
- (c) sent by facsimile transmission, shall be deemed to have been received on the next business day following the date of the transmittal notice.

If mail service is disrupted by labour controversy, the notice or communication shall be delivered personally or by way of facsimile transmission.

12.3. The Corporation and the Owner may change the address and other contact information set out in this Agreement by giving notice in writing to the other party.

MISCELLANEOUS

13. Schedules "A", "B" and "C" which are referred to herein form a part of this Agreement and are attached hereto for that purpose.

14. The preamble to this Agreement is an integral part hereof.

15. Notwithstanding that the Corporation has executed this Agreement; made payment of Supplement hereunder; and approved the rent schedule under this Agreement, the provisions of *The Residential Tenancies Act* apply and nothing in this Agreement constitutes a substitution of any requirement under the Act.

IN WITNESS WHEREOF this Agreement has been executed by duly authorized signing officers for the Corporation and by the duly authorized representative(s) of the Owner on the dates noted below:

SIGNED IN THE PRESENCE OF:

FOR THE MANITOBA HOUSING AND RENEWAL CORPORATION

WITNESS

Name: Rod Porter
Office Held: A/Executive Director, Portfolio Management

Name:
Office Held:

DATE: _____

LEGAL NAME:

WITNESS

Name:
Office Held:

Name:
Office Held:

We have authority to bind the Owner.

DATE: _____

**THIS IS SCHEDULE "A"
TO A RENT SUPPLEMENT AGREEMENT
MADE BETWEEN**

LEGAL NAME

AND

**THE MANITOBA HOUSING AND RENEWAL CORPORATION
DATED THE DAY DAY OF MONTH, YEAR**

Agreement No.:

Owner:

Project Address:

The total number of Designated Units eligible for Rent Supplement under this Agreement shall be NUMBER OF UNITS (#) units.

NO.	NUMBER OF BEDROOMS	AGREED TO RENTAL RATES	OCCUPANT AGREED TO PAY RENTAL RATE /	EFFECTIVE DATE	REVOCATION DATE	REMARKS
						C

The Corporation reserves the right to increase rents upon notification to the Owner in written form.

When a Household residing in the Designated Unit no longer qualifies for the Supplement, the Owner may designate another unit to be comparable in size and equivalent to the rental rate as stated above. The Owner must report any change in the designation of unit(s) to the Corporation before the Supplement may be applied.

The following services and appliances are provided by the Owner and the cost for utilities and other services therefore is included in the agreed rental rates or housing charges:

Heat	INCLUDED
Hot Water	INCLUDED
Water	INCLUDED
Refrigerator	INCLUDED
Stove	INCLUDED
Electricity	INCLUDED
Washer/Dryer in Unit	EXCLUDED
Parking	EXCLUDED
Cable TV Service	EXCLUDED

**THIS IS SCHEDULE "B"
SOCIAL RENT SUPPLEMENT PROGRAM
TO A RENT SUPPLEMENT AGREEMENT
MADE BETWEEN**

LEGAL NAME

AND

**THE MANITOBA HOUSING AND RENEWAL CORPORATION
DATED THE DAY DAY OF MONTH, YEAR**

ELIGIBILITY CRITERIA

For the purpose of determining eligibility for the Supplement an Eligible Client must be a "Household In Need" and meet the following eligibility criteria:

- A. "Households in Need" means those households that receive a total Income below the Program Income Limits who cannot afford or cannot obtain adequate and suitable accommodation at the current market rents in the area in which the individual or family resides. This includes those households:
 - (a) who occupy a crowded or inadequate dwelling and who currently pay less than 30% of their Income for shelter but for whom basic shelter costs for an adequate and suitable dwelling available in their market area would consume 30% or more of their Income,
 - (b) who pay 30% or more of their Income for shelter and for whom an adequate and suitable dwelling available in their market area would consume 30% or more of their Income.
- B. "Program Income Limits", to be used for determining Households In Need are related to household size as applied using the Suitable Accommodations described in "E":

Social Rent Supplement		
No. of bedroom	Program Income Limits	Monthly Rent Payment
Studio	Up to \$25,500 (maximum)	RGI
1	Up to \$37,000 (maximum)	RGI
2	Up to \$46,000 (maximum)	RGI
3	Up to \$48,500 (maximum)	RGI
4+	Up to \$57,500 (maximum)	RGI

Affordable Rent Supplement		
Household Type	Program Income Limits	Monthly Rent Payment
Household without children	Up to \$56,694 (maximum)	Warm Base Rent
Family Household (families with children or dependents)	Up to \$75,592 (maximum)	Warm Base Rent

Note: Households are to be reviewed annually to confirm eligibility requirements have been met. Should the Household's gross Income (before taxes) exceed the Program Income Limits the Supplement will terminate and the occupant is responsible for the total monthly rental rate housing charge. From time to time, the Corporation has the right to increase the Program Income Limits and will notify the Owner in written form. Program Income Limits and the Warm Base Rent are reviewed annually and reported on the Manitoba Housing website www.gov.mb.ca/housing/hil.html

- C. "Household" means those persons (tenants) who occupy a Designated Unit and do not have a principal place of residence elsewhere in Canada.
- D. "Inadequate Dwelling" means a dwelling needing major repairs or lacking basic facilities or in contravention of municipal by-laws and standard environmental codes. Major repairs include defective plumbing, defective electrical wiring, structural repairs to walls, floors, ceilings. Basic facilities are hot and cold running water, and indoor toilet and a bathtub or shower, or in contravention of The City of Winnipeg Environmental Health Code.

**THIS IS SCHEDULE "B"
SOCIAL RENT SUPPLEMENT PROGRAM
TO A RENT SUPPLEMENT AGREEMENT
MADE BETWEEN**

LEGAL NAME

AND

**THE MANITOBA HOUSING AND RENEWAL CORPORATION
DATED THE DAY DAY OF MONTH, YEAR**

E. "Suitable Accommodation" means a dwelling that can accommodate a Household according to the following household size/dwelling size relationship:

<u>Size of Household</u>	<u>Bedroom Requirement</u>
1-2 persons	1 bedroom
3-4 persons	2 bedrooms
5-6 persons	3 bedrooms

notwithstanding:

- no more than 2 or fewer than one person per bedroom;
- parents do not share a bedroom with their children;
- dependents aged 18 or more do not share a bedroom; and
- dependents of opposite sex aged 5 or more do not share a bedroom.

However, for a Household where a medical condition certified in writing by a medical practitioner is provided, the above requirements will be waived for that Household.

F. "Supplement" Although the amount of Supplement varies by each Household, the Supplement maximum for units designated **"Affordable" shall not exceed \$500**. Each Eligible Client must disclose all Income sources before the Supplement may be identified.

G. Employment & Income Assistance (EIA) shelter rates" means the amount of shelter assistance the Household is eligible to receive from social assistance providers. The current EIA shelter rates (Water/Heat/Lights included) are to be charged unless provided by the Corporation in its program guidelines:

<u>Number of Persons</u>	<u>EIA Shelter Rates</u>
1	\$285.00
2	\$387.00
3	\$430.00
4	\$471.00
5	\$488.00
6	\$513.00

Note: If adult children residing with their parents receive their own EIA budget, the children will be charged the appropriate single-person EIA shelter rate per adult child whether their parents are employed or receive an EIA budget independent of the adult children.

H. Student Rental Rates: Students in receipt of Student Financial Assistance Program loans will pay rent to the greater of:

A rental rate based on 28% of their Household Income, **excluding** student loans;

OR

A minimum rental rate of \$238.00 per month (**including** utilities, but **excluding** parking charges).

The Eligible Client's rent will be set once a year and that rent will not be adjusted during the year for Income increases. However, rent reductions during the year will be permitted in instances where the Household supplies documented evidence that its Income has decreased to a level that would result in a rent reduction of \$10.00 per month or more.

**THIS IS SCHEDULE "C"
TO A RENT SUPPLEMENT AGREEMENT
MADE BETWEEN**

LEGAL NAME

AND

**THE MANITOBA HOUSING AND RENEWAL CORPORATION
DATED THE DAY DAY OF MONTH, YEAR**

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Authorization form

I, **LEGAL NAME** hereby authorizes Manitoba Housing to inquire with the Residential Tenancies Branch in regards to all matters related to Part 9 *Rent Regulation of The Residential Tenancies Act* relating **INSERT BUILDING NAME**
INSERT ADDRESS Winnipeg, MB.

SIGNATURE OF OWNER

LEGAL NAME

Name of Owner

Date

Signature of Owner

**THIS IS SCHEDULE "D"
TO A RENT SUPPLEMENT AGREEMENT
MADE BETWEEN**

LEGAL NAME

AND

**THE MANITOBA HOUSING AND RENEWAL CORPORATION
DATED THE DAY DAY OF MONTH, YEAR**

PROTECTION OF PERSONAL INFORMATION

Page 1 of 6

This is the Schedule "D" to the Consulting Agreement between Manitoba Housing and the Service Provider.

Definition of personal information

- 1.01 In this Schedule and in this Agreement, "personal information" has the meaning given to that term in *The Freedom of Information and Protection of Privacy Act of Manitoba* (C.C.S.M. c. F175), and includes:
- (a) personal information about an identifiable individual which is recorded in any manner, form or medium; and
 - (b) personal health information about an identifiable individual as defined in *The Personal Health Information Act of Manitoba* (C.C. S.M. c. P33.5).

These Statutory definitions are attached at the end of this Schedule.

- 1.02 The requirements and obligations in this Schedule:
- (a) apply to all personal information received, collected or otherwise acquired by the Service Provider in the course of carrying out its obligations under this Agreement, in whatever manner, form or medium;
 - (b) apply whether the personal information was received, collected or acquired before or after the commencement of this Agreement; and
 - (c) continue to apply after the termination or expiration of this Agreement.

Collection of personal information by The Service Provider

- 1.03 The Service Provider recognizes that, in the course of carrying out its obligations under this Agreement, the Service Provider may receive personal information from MHRC and may collect, acquire, be given access to and many otherwise come into possession of personal information about individuals.
- 1.04 Where the Service Provider receives, collects, acquires, is given access to or otherwise comes into possession of personal information, the Service Provider shall collect only as much personal information about an individual as is reasonably necessary to carry out the Service Provider's obligations under this Agreement.
- 1.05 Where the Service Provider collects or acquires personal information directly from the individual it is about, the Service Provider shall ensure that the individual is informed of:
- (a) the purpose for which the personal information is collected;
 - (b) how the information is to be used and disclosed;
 - (c) who in the Service Provider's organization can answer questions the individual may have about his or her personal information; and
 - (d) his or her right of access to the information, as set out in the Service Provider's policies under subsection 1.06 of this Schedule.

**THIS IS SCHEDULE "D"
TO A RENT SUPPLEMENT AGREEMENT
MADE BETWEEN**

LEGAL NAME

AND

**THE MANITOBA HOUSING AND RENEWAL CORPORATION
DATED THE DAY DAY OF MONTH, YEAR**

Page 2 of 6

Access to personal Information by the individual it is about

1.06 The Service Provider shall establish a written policy, acceptable to MHRC, providing individuals whose personal information is received, collected or acquired by the Service Provider under this Agreement with:

- (a) a right to examine personal information about themselves which is maintained by the Service Provider, subject only to specific and limited exceptions; and
- (b) a right to request corrections to this personal information.

Restrictions respecting use of personal information by the Service Provider

1.07 (a) The Service Provider shall keep the personal information in strict confidence and shall use the personal information only for the purpose of properly carrying out the Service Provider's obligations under this Agreement and not for any other purpose.

- (b) The personal information shall be used solely by the officers and employees of the Service Provider, except as otherwise specifically permitted by MHRC in writing.
- (c) The Service Provider shall:

- (i) limit access to and use of the personal information to those of the Service Provider's officers and employees, who need to know the information to carry out the obligations of the Service Provider under this Agreement,
- (ii) ensure that every use of and access to the personal information by the Service Provider and the authorized officers and employees of the Service Provider is limited to the minimum amount necessary to carry out the obligations of the Service Provider under this Agreement,
- (iii) ensure that each officer and employee of the Service Provider who has access to the personal information is aware of and complies with the requirements, obligations and fair information practices in this Schedule, and
- (iv) ensure that each officer and employee who has access to the personal information signs a pledge of confidentiality, satisfactory in form and content to MHRC, that includes an acknowledgement that he or she is bound by the requirements, obligations and fair information practices in this Schedule and by the Service Provider's security policies and procedures and is aware of the consequences of breaching any of them.

1.08 The Service Provider shall ensure that:

- (a) no person can make unauthorized copies of the personal information;
- (b) no person shall disclose the personal information except as authorized under subsection 1.10 of this Schedule; and
- (c) no person can modify or alter the personal information in a manner which is not authorized.

1.09 The Service Provider shall not link or match the personal information with any other personal information, except where necessary to carry out the obligations of the Service Provider under this Agreement.

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AND

**THE MANITOBA HOUSING AND RENEWAL CORPORATION
DATED THE DAY DAY OF MONTH, YEAR**

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Restrictions respecting disclosure of personal information by the Service Provider

- 1.10 The Service Provider shall not permit anyone to have access to, reveal, disclose or publish the personal information of any person, corporation, business, organization or entity outside the Service Provider's organization, except as follows:
- (a) to MHRC, and to MHRC's officers, employees and agents, for the purposes of this Agreement;
 - (b) to the individual the personal information is about, upon satisfactory proof of identity;
 - (c) to any person, corporation, business, organization or entity with the voluntary, informed consent of the individual the information is about;
 - (d) where the individual the information is about is a child under the age of 18 years, to the custodial parent or parents or to the legal guardian of the child, upon satisfactory proof of identity and authority, provided that the Service Provider is of the opinion the disclosure would not be an unreasonable invasion of the child's privacy;
 - (e) where disclosure is required by an order of a court, person or body with jurisdiction to compel production of the personal information or disclosure is required to comply with a rule of court that relates to the production of the personal information; or
 - (f) where disclosure is necessary to prevent or lessen a serious and immediate threat to the health or safety of the individual the information is about or of any other individual or individuals.
- 1.11 Without limiting subsection 1.10 of this Agreement, the Service Provider shall not:
- (a) sell or disclose the personal information, or any part of the personal information, for consideration; or
 - (b) exchange the personal information for any goods, services or benefit; or
 - (c) give the personal information to any individual, corporation, business, agency, organization or entity for any purpose, including (but not limited to) solicitation for charitable or other purposes; and shall not permit any of these activities to take place.

Protection of the personal information by the Service Provider

- 1.12 The Service Provider shall protect the personal information by putting in place reasonable security arrangements, including administrative, technical and physical safeguards that ensure the confidentiality and security of the personal information and protect the personal information against such risks as use, access, disclosure or destruction which are not authorized under this Schedule. These security arrangements shall take into account the sensitivity of the personal information and the medium in which the information is stored, handled, transmitted or transferred.
- 1.13 Without limiting subsection 1.12 of this Schedule:
- (a) where personal information is in paper form, on diskette or other removable media, the Service Provider shall ensure that:
 - (i) the paper records, diskettes and removable media used to record the personal information are kept in a physically secure area and are subject to appropriate safeguards,

**THIS IS SCHEDULE "D"
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AND

**THE MANITOBA HOUSING AND RENEWAL CORPORATION
DATED THE DAY DAY OF MONTH, YEAR**

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- (ii) the personal information is accessible only to those of the Service Provider's officers and employees who need to know the personal information to carry out the obligations of the Service Provider under this Agreement, and
 - (iii) the paper records, diskettes and removable media used to record the personal information are stored securely when not in use;
- (b) where personal information is stored in electronic format, the Service Provider shall:
- (i) ensure that the computer system or computer network on which the personal information is stored is secure and is accessible only to officers and employees of the Service Provider who need to know the personal information to carry out the obligations of the Service Provider under this Agreement,
 - (ii) ensure that the personal information is protected by a series of passwords to prevent authorized access, and
 - (iii) limit access to and use of these passwords to those of the Service Provider's officers and employees who need to know the personal information to carry out the obligations of the Service Provider under this Agreement.
- 1.14 When disposing of any paper records and media containing a record of the personal information, the Service Provider shall destroy the paper records or erase or destroy any personal information contained on the media in a manner which adequately protects the confidentiality of the personal information.
- 1.15 The Service Provider shall establish and comply with written policies and procedures respecting the use of, access to, disclosure, protection and destruction of the personal information which shall be consistent with and reflect the requirements of this Schedule. These security policies and procedures shall include:
- (a) provisions for identifying and recording security breaches and attempted security breaches; and
 - (b) corrective procedures to address security breaches.
- 1.16 The Service Provider shall, immediately upon becoming aware of any of the following, notify MHRC in writing of any use of, access to, disclosure or destruction of personal information which is not authorized by this Schedule, with full details of the unauthorized use, access, disclosure or destruction. The Service Provider shall immediately take all reasonable steps to prevent the recurrence of any unauthorized use, access, disclosure or destruction of the personal information and shall notify MHRC in writing of the steps taken.
- 1.17 The Service Provider shall provide training for its officers and employees about the requirements of this Schedule and the Service Provider security policies and procedures.
- 1.18 The Service Provider shall comply with any regulations made, policies issues and reasonable requirements established by MHRC respecting the protection, retention or destruction of the personal information.

Destruction of personal information by the Service Provider

- 1.19 After the personal information has been used for its authorized purpose, or where destruction of the personal information is requested by MHRC or is required by this Agreement, the Service Provider shall destroy the personal information (and all copies of the personal information in any form or medium) in a manner which adequately protects the confidentiality of the personal information.

**THIS IS SCHEDULE "D"
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MADE BETWEEN**

LEGAL NAME

AND

**THE MANITOBA HOUSING AND RENEWAL CORPORATION
DATED THE DAY DAY OF MONTH, YEAR**

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Inspection by MHRC

- 1.20 MHRC and its representative may carry out such inspections or investigations respecting the Service Provider's information practices and security arrangements as MHRC considers necessary to ensure the Service Provider is complying with the terms and conditions of this Schedule and that the personal information is adequately protected. The Service Provider shall cooperate in any such inspection or investigation, and shall permit MHRC and its representatives access, at all reasonable times, to the Service Provider's premises and to records and information relating to the Service Provider's information practices and security arrangements or to this schedule for these purposes.
- 1.21 If an inspection or investigation identifies deficiencies in the Service Provider's information practices or security arrangements which expose the personal information to risk of unauthorized use, disclosure or destruction, the Service Provider shall take reasonable steps to promptly correct the deficiencies to MHRC's satisfaction.

Destruction of personal information on expiration or termination of Agreement

- 1.22 On expiration or termination of this Agreement for any reason, the Service Provider shall, unless otherwise directed by MHRC, destroy the personal information (including all copies of the personal information in any form or medium) in a manner which adequately protects the confidentiality of the personal information.

Statutory definitions of personal information and personal health information

1. "Personal information" about an identifiable individual, including
- (a) the individual's name
 - (b) the individual's home address, or home telephone, facsimile or e-mail number
 - (c) information about the individual's age, sex, sexual orientation, marital or family status,
 - (d) information about the individual's ancestry, race, colour, nationality, or national or ethnic origin,
 - (e) information about the individual's religion or creed, or religious belief, association or activity,
 - (f) personal health information about the individual,
 - (g) the individual's blood type, fingerprints or other hereditary characteristics,
 - (h) information about the individual's political belief, association or activity,
 - (i) information about the individual's education, employment or occupation, or educational, employment or occupational history,
 - (j) information about the individual's source of income or financial circumstances, activities or history,
 - (k) information about the individual's criminal history, including regulatory offences,
 - (l) the individual's own personal views or opinions, except if they are about another person,
 - (m) the views or opinions expressed about the individual by another person, and
 - (n) an identifying number, symbol or other particular assigned to the individual.
2. "personal health information" means recorded information about an identifiable individual that relates to
- (a) the individual's health care history, including genetic information about the individual,
 - (b) the provision of health care to the individual or
 - (c) payment for health care provided to the individual, and includes
 - (d) the PHIN and any other identifying number, symbol or particular assigned to an individual, and

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(e) any identifying information about the individual that is collected in the course of, and is incidental to the provision of health care or payment for health care.

3. **"health care"** means any care, service or procedure

- (a) provided to diagnose, treat or maintain an individual's physical or mental condition,
- (b) provided to prevent disease or injury or promote health, or
- (c) that affects the structure or a function of the body,

and includes the sale or dispensing of a drug, device, equipment or other item pursuant to a prescription.

"PHIN" means the personal health identification number assigned to an individual by the minister to uniquely identify the individual for health care purposes.