

## Appendix L — Occupancy Agreement for Government-owned Accommodations

I, \_\_\_\_\_, hereby offer to rent  
\_\_\_\_\_ (hereinafter called the premises) from the Government, on the following terms and conditions:

- (1) The rental period is to commence on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and will terminate 30 days after written notice of the termination has been given by either party, except that the employing department may waive this requirement where, for operational reasons, a move on lesser notice is required.
- (2) The employee's department shall ensure that each employee occupying Government Housing is provided with a copy of the Isolated Post and Government Housing Directive.
- (3) It is a condition of this agreement that the occupant be an employee and remain so during the entire period of this agreement.
- (4) The occupant shall pay for the rent, by monthly payroll deduction or by other means in exceptional circumstances, in amounts which are prescribed by the Isolated Post and Government Housing Directive, as amended from time to time.

The employer shall provide three months written notice of changes in the rent (as per section 6.12.3).

- (5) Where Government-owned furniture and equipment is supplied, an inventory thereof will be listed and attached to this agreement and signed by the occupant after having received and inspected the same. The furniture shall remain on the premises and the occupant shall pay to the Government, through deductions from salary or other monies payable to the occupant by the Government, the cost of repairing or replacing any such furniture damaged, lost or stolen during the period of occupancy, fair wear and tear excepted.
- (6) The premises are to be in good repair on possession, except for those deficiencies listed on the premises condition inspection report. During the rental period the Government will make repairs as necessary to the main fabric of the dwelling (i.e., permanent elements of the building, including approaches, external landscaping, entrances and exits, those parts commonly used by more than one occupant, those parts normally available to the public and all technical areas associated with the property management and functions).

Other repairs to keep the premises in good condition, fair wear and tear excepted, will be made by the occupant. A premises condition inspection certificate shall be signed by both the occupant and a duly authorized officer of the Government on initial occupancy and when the premises are vacated.

- (7) A duly authorized officer of the Government may, during the rental period, on a minimum of 24 hours' advance notification, except in situations of emergency, enter the premises for the purpose of inspecting its state of repair and cleanliness and to have maintenance work done. The officer or government representative may order necessary repairs to be made due to any act or neglect of the occupant. In the case of pool housing supplied by PWGSC, the employing department will reimburse PWGSC for the cost of repairs. The occupant shall reimburse the employing department through deductions from salary or other monies payable

- to the occupant by the Government, for the cost of making any such repairs, other than repairs to the fabric of the dwelling.
- (8) The occupant shall report promptly all leaky faucets, toilets and other deficiencies or damage. Failure to do so shall be the occupant's financial responsibility. Plumbing blockages resulting from the occupant's negligence are also the occupant's financial responsibility.
  - (9) The occupant shall use and occupy the rented premises as a private dwelling only, and shall not carry on or permit to be carried on therein any trade or business unless otherwise authorized in writing by the employing department, and in the case of pool housing the employing department in conjunction with PWGSC. Further, the occupant shall not sublet or assign the premises.
  - (10) The occupant may keep certain pets on the rented premises. However the Government may limit the kind and number of such pets or prohibit them entirely.
  - (11) The occupant shall indemnify and save the Government harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Government shall or may become liable and suffer by reason of any breach, violation or non-performance by the occupant of any term or provision herein or by reason of any death or injury resulting from, occasioned to or suffered by any person or any property by reason of any act, neglect or default on the occupant's part of any member of the occupants family or household or guests. Notwithstanding anything in this agreement to the contrary such indemnification in respect of any such breach, violation or non- performance, damage to property, injury or death occurring during the term of the rental period shall survive the termination of the rental period.
  - (12) The occupant is fully responsible for damage to or loss of personal effects while occupying Government Housing and as such the occupant is responsible to carry the appropriate tenant insurance.
  - (13) Rents charged to employees for shared accommodation shall follow procedures set out in the Isolated Post and Housing Directive.
  - (14) The occupant shall comply with the attached rules and regulations and any other regulations which the Government may from time to time make to ensure the proper care, cleanliness and safety of the premises or to prevent nuisances. Further, the occupant shall comply with all statutes, regulations and by-laws of any federal, provincial or municipal authority which affect the premises or their use and occupation.

This offer shall be deemed to have been accepted upon its approval by a duly authorised officer of the Government.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

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|---------------------|--------------------|
| EMPLOYEE SIGNATURE: | WITNESS SIGNATURE: |
|---------------------|--------------------|

The undersigned, on behalf of the Government, accepts the above offer to rent:

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

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| DEPARTMENTAL SIGNATURE FOR THE<br>GOVERNMENT (in case of Pool Housing,<br>PWGSC signatory):<br><br>Name:<br><br>Title: | WITNESS SIGNATURE:<br><br>Name:<br><br>Title: |
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## **RESPONSIBILITIES**

### **Government responsibilities:**

- (1) The Government shall provide living accommodation complete with heating, electrical, water and sewage disposal facilities: in addition, furniture and equipment, where necessary, shall be provided in accordance with standard inventory lists.
- (2) Whenever a new employee moves into Government accommodation, the Government representative at the site, together with the new occupant, shall carry out an inspection of the building to check its condition as well as the furniture and equipment inventory.

The occupant shall certify the accuracy, and be provided with a copy, of the condition report and the inventory. The Government shall be responsible for making good all deficiencies noted during the inspection.

- (3) The Government shall ensure the accommodation is reasonably maintained and all costs of such maintenance required as the result of normal wear and tear will be borne by the Government.
- (4) As part of ongoing maintenance, the Government shall be permitted access to the unit in order to refurbish it as necessary. This includes such refurbishments as painting (interior and exterior), replacing flooring, upgrading fixtures, upgrading kitchens and bathrooms, etc.
- (5) The Government shall repair or replace all furniture, where furniture continues to be provided, which has become unserviceable as the result of normal wear and tear.
- (6) When an employee moves from Government-owned accommodation, the Government representative at the site, together with the occupant, shall carry out an inspection of the building and check the inventory. Charges for repair and replacement, other than normal wear and tear, shall be assessed against the employee.
- (7) In the case of Pool Housing, a Specific Service Agreement (SSA) will be issued to the Employee's department.
- (8) When an occupant's employment terminates, the occupant and/or his dependants shall have the right to remain in the accommodation until the end of the current school year or other reasonable period as determined by the employing department, until other suitable accommodation is found, subject to the following. The provision may be cancelled with a minimum of three (3) months' notice if the accommodation is required for operational use by the Government, e.g. the arrival of a replacement employee.

### **Responsibilities of the occupant:**

- (1) The occupant shall use good housekeeping practices and procedures in the day-to-day upkeep of the accommodation.
- (2) The occupant shall not alter the premises without written consent from the Government; in the case of Pool Housing, consent must be obtained from PWGSC. This includes:
  - redecorating of the premises, such as, wall papering, painting or varnishing;

- installation of wires, cables, satellite dishes, or aerials upon the roof, other parts of the building or premises, including yards and surrounding areas;
- installation of additional major electrical appliances, hot tubs, etc. and
- construction of fences, recreation rooms or buildings, such as garages, greenhouses, or pet houses / enclosures.

Where permission is granted for such additions, applicable city and municipal by-laws governing the same shall be adhered to, the occupant must bear their total cost and they must be completed within a reasonable time for inspection by the Government representative and, thereafter, kept in a good state of repair. Constructed additions which are permanently affixed to the premises or property shall not be demolished or removed by the occupant upon termination of the occupancy. Where an addition is removed the area is to be returned to original state.

- (3) The Government shall supply the initial complement of light bulbs, including fluorescent, and fuses for each initial occupancy, but all replacements are the responsibility of the tenant.
- (4) Occupants of premises are responsible for the normal maintenance and repair of the dwelling which they occupy; this will include:
- the replacement of broken windows, screens, the replacement or refastening of hinges and latches on kitchen cupboards, window and door hardware, broken electrical globes and covers, etc.;
  - replacement of weather stripping damaged during occupancy, and
  - the maintenance of the grounds forming part of the accommodation in a condition satisfactory to the Government and making suitable arrangements to have the following attended to during periods of absence:
    - (a) removal of snow and ice from sidewalks, steps, etc.,
    - (b) cutting the grass, fertilizing, watering, raking and reseeded as required; and
    - (c) control of leaves.

Occupants must park in designated parking areas. The Government shall have the right to remove any vehicle parked in other areas and costs for vehicle removal and restoration of area, will be the responsibility of the occupant.

- (5) Nothing shall be done or permitted which will create a fire hazard. This shall include the following:
- no kerosene, gasoline, or other flammable material shall be kept on the premises except in proper containers and in reasonable amounts;
  - all fire escapes and exits shall be kept free of obstructions;
  - the occupant shall not alter or interfere with the electrical wiring, fixtures or electrical panels of the premises;
  - wiring across the fuses or bridging fuse plugs in any manner is strictly forbidden;

- stoves and range hoods, shall be kept clean and free of excessive grease; and
  - occupants must clean and change, as necessary, the furnace air filters and humidifier pads, which are provided by the Government.
- (6) The occupant shall not allow ashes, garbage, unserviceable vehicles or other loose objectionable material to accumulate in or about the building, yard or passages on the premises and shall at all times keep the accommodation in clean and wholesome condition. Upon the occupant's failure to keep the rented premises in clean and neat condition, the Government shall have the right to enter the rented premises upon two days written notice, clean up the said premises, and charge the expenses to the occupant.
- (7) Should an occupant fail to comply with any of the above clauses, the Government may order the work to be done and assess the cost of such work against the occupant. Such failure by the occupant may be considered reasonable grounds for termination of the occupancy and the occupant may, at the option of the Government, be given notice to vacate the premises.
- (8) The occupant is expected to exercise discretion and common sense in the use of utilities:
- to turn off electrical lights when not needed.
  - to ensure Christmas decorations are only energised from December to mid-January.
  - to ensure windows are kept closed during winter months.
  - to conserve water, particularly hot water.
  - to use plug-in timer for vehicle, set appropriately for temperature and conditions.

The occupant is responsible for ensuring the premises utility consumption is reasonable, as any prudent tenant would.

- (9) The occupant is responsible for the premises during the entire period of occupancy and may be assessed all or a portion of the cost of repairs for any damage or maintenance to the grounds or premises, furniture and equipment that may be required and can be shown to be the occupant's responsibility, whether or not such damage occurred or maintenance was required during a period the occupant was absent from the premises.

In the event of an absence from the premises for a period of time up to 24 hours, the occupant must make the arrangements in regard to the care of the premises for the period of such absence. Should the absence exceed a 24-hour period, the occupant must advise the Government representative as to the arrangements made and the period involved. If necessary the Government can make periodic inspections. However, the Government will not inspect units which are occupied or have pets.

Should the occupant fail to make appropriate arrangements or notify the Government representative and damage occurs to the premises during the period of absence, the full cost of repair of such damage shall be assessed against the occupant.

- (10) The occupant shall, immediately before the termination of the occupancy, clean the unit to a level acceptable to the Government. Upon the occupant's failure to meet the acceptable standard of cleanliness at departure, the employing department, or PWGSC in the case of pool housing, shall have the right to clean the unit. The occupant shall reimburse the employing

department through deductions from salary or other monies payable to the occupant by the Government, for the cost of cleaning. In the case of pool housing, the employing department is responsible to reimburse PWGSC for the cost of cleaning.