



RESIDENT GUIDE

2019

Riverside Estates

Antigonish Affordable Housing Society (AAHS)

Riverside Estates

12 S Hope Lane

Sylvan Valley, NS

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This Resident Guide explains the rights and obligations of residents and the Antigonish Affordable Housing Society (AAHS) in the affordable housing development of Riverside Estates. The guide is subject to on-going review, and tenants will be notified of any changes as updates are made. Tenant input will be communicated to the Board so as to involve the tenants in the building of their community.

INTRODUCTION

The Antigonish Affordable Housing Society's Vision: To have sufficient environmentally, socially and financially sustainable, community-supported affordable housing available to residents of Antigonish Town and County who are living on a low income.

Our Mission: To research and develop opportunities to create, i.e., build new or renovate existing, affordable housing and provide social support for the residents of our developments.

The need for affordable housing:

- No new public housing apartments have been built in the area since 1996.
- Competition is stiff for secure, affordable housing between university students and community members on low incomes.

The research shows that affordable housing....

- helps families save money to meet important needs and/or plan for the future.
- improves educational outcomes for youth.
- frees up resources for better quality food and other basic needs.
- promotes increased mental and physical health and a sense of independence
- gives residents a sense of identity and pride.
- has a positive effect on surrounding property values when it is well-designed and maintained.

Riverside Estates is the Antigonish Affordable Housing Society's first housing development. It was built to provide low-cost housing that is safe, secure and energy-efficient. Our aim is to create a sense of community for the residents. In total, 14 one and two bedroom units have been developed in two phases. Four units are wheelchair accessible and barrier-free.

Staffing:

AAHS Community Navigator: This individual will provide support for residents from their initial application for housing until the residency ends.

AAHS Property Management Staff: This individual is responsible for maintaining the building and grounds in good physical order.



Tenant Selection Committee: Three members of the community and an AAHS board member select eligible tenants based on a fair and equal process.

Tenant Advisory Group: Adult residents are immediately members of a Tenant Advisory Group. The group meets with the AAHS Navigator every two weeks to discuss ways to build community and to address any ongoing issues or concerns.

The Landlord: In this document the landlord is considered the Board of Directors of the Antigonish Affordable Housing Society.

NOVA SCOTIA RESIDENTIAL TENANCIES ACT, 2018

Residential tenancy law in Nova Scotia is primarily governed by the *Nova Scotia Residential Tenancies Act* (NSRTA) and its accompanying regulation. By law, residents need to be provided with a copy of this act or access to this act as a requirement of the one-year lease. The purpose of the NSRTA is: to provide landlords and tenants with an efficient and cost-effective means for settling disputes. 1993, c. 40, s. 1. The NSRTA explains the rights and obligations of residents and landlords in *all* rental buildings in Nova Scotia, private market, subsidized and affordable. Under this legislation, landlords and residents of affordable housing developments have many of the same rights and responsibilities as their counterparts in the private market. A link to the NSRTA can be found at:

<http://nslegislature.ca/legc/statutes/residential%20tenancies.pdf>

The Lease or Residential Tenancy Agreement

A residential tenancy agreement is a contract that sets out the terms and conditions the housing provider and resident agree to before the resident moves into a rental unit. The tenancy agreement must be in writing, and be signed and dated by both landlord and resident. Once the agreement is signed, it is final and legally binding, subject to its compliance with the NSRTA. The one year lease or tenancy agreement for living at Riverside Estates also includes **agreed terms** for:

1. Security Deposit
2. Pets
3. Condition Inspections
4. Rent Increases
5. Subletting
6. Repairs
7. Occupants and Guests
8. Locks
9. Landlord's Entry into the Rental Unit
10. Ending the Tenancy

The NSRTA Ruling on House Rules



According to the 'NSRTA, the Antigonish Affordable Housing Society can supply residents with a copy of reasonable rules. Rules can be changed or repealed upon four months' notice to the resident prior to the anniversary date in any year. Rules are reasonable if they are intended to promote:

- a fair distribution of services and facilities to residents.
- the safety, comfort or welfare of persons working or residing in the residential premises.
- the protection of the property from abuse.

We ask that you review and agree to the following **House Rules**:

- Compliance with the House Rules and Membership on the Tenant Advisory Group
- Alterations and Renovations Policy
- Extended Absence from the Rental Unit
- Garbage, Recycling and Composting
- Tenant's Insurance
- Moving Day
- Noise and Disturbances
- Outdoor Yard Space
- Parking and Vehicles
- Pest Management
- Rent Payment
- Smoking
- Storage
- Crime Free
- Dispute Resolution

RIVERSIDE ESTATES TERMS OF THE LEASE

1. Security Deposits

The Antigonish Affordable Housing Society (AAHS) reserves the right to collect security deposits and pet deposits from residents before beginning a tenancy if the request is reasonable based on total household income. The amount of the deposits cannot be more than one half the monthly rents. When a resident moves out, the AAHS staff will return the deposits, with interest. Interest is paid in accordance with the Nova Scotia Residential Tenancies Act. The staff may be able to use the security deposit to cover the cost of any unpaid rent, damages caused by the resident beyond normal wear and tear, or bills and costs AAHS has to cover if someone moves out without giving proper notice.

2. Pets

The Antigonish Affordable Housing Society (AAHS) encourages tenants to be responsible pet owners, as evidence shows that physical and mental health are improved with the companionship of a pet. However, the following rules apply:

- People living in the units can keep a bird, fish, hamster, or cat, as long as

the pet doesn't disturb or harm other residents.

- Cats must be spayed or neutered, and residents must register the pet with AAHS staff when they move in or when they acquire a pet after move-in.
- Residents are expected to immediately clean up their pet's waste.
- Residents must provide a contact that can look after their pet in case of emergency.

3. Condition Inspections

The AAHS staff and future residents inspect the rental unit together; the inspection report outlines the unit condition before the resident moves in and after the resident moves out, when the unit is vacant. Both parties must sign and date the inspection report, and AAHS staff must provide the resident with a copy within 15 days. If the AAHS staff has given the resident two opportunities to complete the inspection and provided the resident with a copy of the inspection report, but the resident does not take part in the inspection, the resident loses the right to dispute any damage, and may lose the right to the return of the security or pet damage deposit.

4. Rent Increases

AAHS determines the rent and any rent increases on a yearly basis. Incoming residents are required to have a household income below a certain level, but rent in these units is less than market levels and not set according to their income. In addition, if a resident has a change in household income, the amount of rent they pay will not automatically change.

However, if during tenancy, a resident earns more than the allowable maximum this is a cause for celebration. Unfortunately, they will not be eligible to renew their lease after the year ends. Instead, the AAHS Community Navigator will connect the household with other organizations in the local area that can help them find suitable housing and transition to a new home.

5. Subletting

Residents may sublet their units if they have the written consent of the landlord. Given the low income eligibility requirements for affordable housing, the residents that sublet the unit must be eligible and vetted by the Tenant Selection Committee. Only the resident may use the rental unit as their residence.

6. Repairs

Both the housing provider and the resident are responsible for repairing, maintaining and servicing the unit.

The resident is responsible for:

- Repairing any damage that they, their guests or pets cause, even if caused by an accident

- Keeping the rental unit in a condition that meets health and cleanliness standards
- Contacting AAHS staff as soon as possible if a serious repair is needed

The housing provider is responsible for:

- Maintaining the building and property to health, safety and housing standards
- Maintaining reasonably comfortable living conditions in the building
- Overseeing repairs for serious problems
- Ensuring emergency contact information is posted in a visible place in the building, or providing residents with the information in writing

7. Occupants and Guests

It is understood that tenants may wish to have family/guests visit them. It is expected that a “guest” would visit for a short, defined period. It is understood that the persons named on the lease are the regular tenants living in the unit.

AAHS cannot:

- unreasonably restrict access to the unit;
- make rules that limit a person’s ability to enter the unit;
- charge a fee for overnight guests;
- make rules that restrict residents from having guests.

8. Locks

The AAHS staff provides each resident with a key to the building and the unit at no cost, and changes the locks at the beginning of the tenancy if requested by the resident. A resident must not change locks on their rental unit without the housing provider’s written permission. Key replacements will cost \$25.

9. Giving Notice to Enter Units

The AAHS staff is required to give residents at least 24 hours and not more than 30 days written notice when they need to enter a unit. This notice should explain the reason for access, the time of entry, and how long the work will take. The AAHS staff can enter a unit without notice if:

- There’s an emergency such as a fire, flooding or burst pipes.
- People are at home and agree to entry.
- Residents have abandoned the unit.
- Residents agreed to let the AAHS staff in for a specific reason, not more than a month earlier.
- The AAHS staff has an arbitrator or court order to enter the unit.

10. Ending the Tenancy

The most common reasons for ending a tenancy include:

- Rent has not been paid.
- Rent is habitually paid late (2 months in a row) without a hardship exception.
- The resident demonstrates violent or threatening behavior to the landlord or other residents.

- There is excessive damage to the unit.
- Breach of a term of the lease or tenancy agreement.
- The resident does not comply with the requirement to provide proof of income to demonstrate eligibility, and therefore ceases to qualify for the rental unit.
- The resident otherwise ceases to qualify for the rental unit because of failure to comply with the house rules.
- The resident has provided information on their original application form that is discovered to be false and misleading.

RIVERSIDE ESTATES HOUSE RULES

1. Compliance with the House Rules and Membership on the Tenant Advisory Group

The House Rules exist to make living at Riverside Estates agreeable to all residents. Adult residents are automatically members of a Tenant Advisory Group (TAG) that meets with the AAHS Community Navigator every two weeks. If a TAG member cannot make a meeting and important issues are raised that affect everyone in the building, the AAHS Community Navigator will meet with the resident individually to inform them about the meeting.

2. Alterations and Renovations Policy

AAHS will let the resident know well in advance of any renovations that are planned for the building.

A resident is required to obtain written consent from the AAHS Staff prior to carrying out any alterations and renovations. Alterations and renovations include:

- Painting and wallpapering
- Changing the flooring
- Installing a satellite dish or any other receiving equipment, and
- Making structural changes.

Residents are asked not remove fixtures and appliances or leave garbage behind when they move out.

3. Extended Absence from the Rental Unit

If the resident is absent from the rental unit for three consecutive months or longer without the prior written consent of the AAHS Community Navigator, the landlord may end the tenancy, even if the rent is paid for that period.

4. Garbage, Recycling and Composting



Garbage, recycling and compost are to be placed in the appropriate master collection bins. Garbage, recycling and compost must be sorted correctly and in the correct colored bag. For more information follow the link:

<http://www.antigonishcounty.ns.ca/garbage-collection/>

5. Tenant's Insurance

AAHS insures its building, however, this insurance does not cover the tenants' personal property. Therefore, AAHS has a mandatory requirement that tenants purchase and provide proof of an active Tenant Insurance policy. The insurance should provide the tenant relief in the unfortunate occurrence of any of the following events:

- If there is a flood (water or sewer) or fire in the tenant's unit, the tenants need to have their own insurance to cover any damages to their personal property.
- If a neighboring unit has a fire or flood in their unit and the damages impact the personal property of other residents, having tenants' insurance is vital to covering any losses that bystander residents might incur.
- In addition, the resident will be held responsible for damages that are found to be caused by themselves or their guest(s) as a result of negligence on their part.

6. Moving Day

If the resident needs any assistance to plan the move, he or she can contact the AAHS Community Navigator. If any damage is caused in the course of moving in or out of the rental unit or residential property which could have been avoided with proper care, the resident must pay to repair such damage.

7. Noise and Disturbances

The resident and their neighbors are entitled to privacy and the quiet enjoyment of their homes. Residents are asked to please ensure that household members and guests live in a manner that does not have a negative effect on the neighbors.

Please note that excessive noise and disturbances may lead to action against the tenancy. Appropriate noise levels are as follows:

- 7:00 a.m. - 10:00 p.m. 65 dBA
- 10:00 p.m. - 7:00 a.m. 55 dBA

8. Outdoor Yard Space

Residents are responsible for keeping the outside areas neat, clean and orderly.

- Residents are encouraged to use planters and pots to hold plants, and to contribute to a community garden; carving out sod in yards to plant a new, individual garden or flower bed is permitted in designated areas.

- Storage sheds will be provided. Yards, balconies or front porches are not to be used as storage areas.
- It is the responsibility of the resident to keep the lawn clear so the staff can mow the lawn. Residents who chose to smoke are asked to ensure that they dispose of their cigarettes/packaging in containers.

9. Parking and Vehicles

Parking is very limited at Riverside Estates, and residents have one parking space per lease/unit not one parking space per person. Due to limited resident and visitor parking, it is asked that a resident only park in his or her assigned parking space. Visitors may park only in designated visitor parking areas. In addition:

- All vehicles on this site must be currently licensed and insured.
- No automotive parts are to be stored outdoors in view.
- Any damage to the pavement caused by oil or gas leaks will be repaired at the vehicle owner's expense.
- No vehicles are to be elevated and off the ground overnight.

10. Pest Management

The term "pest," includes, but is not limited to, rodents, cockroaches, wasps/hornets, ants (more than 10) and bedbugs. To help control pests, please make sure food is stored in airtight containers, and that garbage is stored in sealed containers and put out on regular garbage days. Please contact the AAHS Staff to report pest infestations as soon as they are noticed. Please work cooperatively with the pest management contractor, and allow the landlord and pest management contractor access to the residential premises as often as necessary to undertake any pest management inspections and treatments that are considered necessary to eliminate pests. Please promptly comply with any instructions from the AAHS Staff or pest management contractor to complete all pre/post-treatment activities considered necessary to ensure treatment is as effective as possible, including preparing the unit for treatment.

11. Rent Payment

Rent is due on or before the 1st of every month. If an automatic payment plan is not available at the time the lease is signed, residents are strongly encouraged to provide 12 post-dated cheques. The AAHS Community Navigator will give the resident a receipt for rent paid in cash and will return, on or before the last day of the tenancy agreement, any post-dated rent cheques that remain in his/her possession.

AAHS reserves the right to charge a late fee in cases where rents are consistently late. Consistent failure to pay rent on time without a valid reason for a period of two months is grounds for termination of the lease.

If a tenant falls behind on the rent, s/he must contact the AAHS Community Navigator to explain the reasons, and discuss possible solutions to the problem.

12. Cannabis and Tobacco Use

There will be no smoking or growing of cannabis on the Riverside Estate property. Smoking cigarettes will **not** be permitted in any of the units of the development.

Smoking must be done in designated areas in a safe manner, and smokers are reminded of the rights of non-smokers to smoke-free spaces such as the shared yard.

Smoking must be done in a safe manner and smokers are reminded of the rights of non-smokers to smoke free spaces such as the shared yard.

- a. Tenants and their guests who choose to smoke outside are asked to ensure that they properly dispose of their cigarettes/packageing.
- b. Tenants will be fully responsible for all costs associated with any evidence of smoking in units including nicotine stains, ash residue and burn marks.

13. Storage

The resident must not store any heavy appliance, bicycle, wheelchair, baby carriage, scooter or power scooter on balconies or in hallways, and must not store any property except in proper storage areas provided. The tenant agrees that use of the storage areas is at the sole risk of the tenant.

14. Crime Free

We have included a Crime Free Housing Addendum to the lease. This addendum gives the AAHS the ability to issue a notice to end the tenancy, if a resident or the ir guest engages in criminal activity on the property.

15. Dispute Resolution

Please clarify the distinction between domestic complaints that individuals are expected to resolve on their own and complaints that require AAHS staff or board involvement. The complaints of residents must fall within AAHS jurisdiction under the Nova Scotia Residential Tenancies Act for the staff or board to intervene.

1. *Issues between Residents*

If a dispute arises between residents, the individuals involved should attempt to resolve the dispute together. If they cannot resolve the dispute, then residents should contact the AAHS Community Navigator. When personal disputes do not affect other residents and are not governed by the

lease or tenancy agreement, staff and board involvement is likely unwarranted. But if the dispute escalates and/or begins to disturb other residents, the problem may need to be dealt with as a tenancy issue and brought to the attention of the Tenant Advisory Group or AAHS Board.

2. *Issues between Residents and Staff or the Board*

The AAHS has a designated member of the Tenant Selection Committee

who will respond to issues between residents and staff or board members. This individual is responsible for suggesting ways to resolve issues and deciding when to bring in an outside mediator. The AAHS Community Navigator will endeavor to build relationships with residents to create an atmosphere of trust, so people feel comfortable speaking out. If residents have a dispute with the board of directors, advise them to try to resolve the issue internally by writing a letter. If someone on staff has an issue with a resident, the staff member must try talking to the resident to resolve the problem. If the problem cannot be resolved, the next step is to go to the board for assistance.

3. *Defining the Issues:* Resident complaints about the property and physical space should be directed to the AAHS Staff. Complaints about social supports should be directed to the AAHS Community Navigator. Complaints about application rejections should be directed to the AAHS Board of Directors and Tenant Selection Committee.
4. *Letters of Warning to Residents:* These letters are meant to explain in respectful language:
 - What the issue is and how the activity is viewed under the terms of the lease or House Rules
 - What change or outcome is required to resolve the issue and the timeframe for compliance
 - What the consequences will be if the activity doesn't stop (include eviction or termination in the final warning only)
 - Which person to contact with questions or concerns
 - Who has authority to proceed with evictions
 - What tools are available to staff, such as external agencies

APPLICATIONS AND RESIDENT SELECTION

Riverside Estates prohibits discrimination on the basis of race, religion, place of origin, gender, marital status or legal source of income. Application forms are available on the website or by contacting the AAHS Community Navigator. People are eligible for housing at Riverside Estates if they or the household are currently living on low income. Every application is reviewed by a Tenant Selection Committee consisting of Antigonish area community members. We currently offer one and two bedroom units which we rent for less than the going market rate. The Tenant Selection Committee will

choose prospective residents based on a combination of core housing need, date of application and category of housing need (barrier free). If an applicant is shortlisted for tenancy, he is she is asked to meet with members of the Tenant Selection Committee to discuss his or her application further. All applications are stored in a locked filing cabinet. Only AAHS staff will have access to applicant files. An application will be kept on file if there are no units available. Only obsolete files will be destroyed.

Our resident selection criteria and process are applied consistently to all applicants. The process is objective, documented and defensible. For further information, please read the *AAHS Tenant Selection Manual*. People with incomes that fall below a set amount are said to be in core housing need. Below these income levels, it's difficult for people to find uncrowded housing in good repair, at affordable rents. National Occupancy Standards also indicate that there should be no more than two and no less than one person per bedroom. Residents with mobility issues may require a barrier free unit, and some residents may require a live-in caregiver.

SOCIAL SUPPORTS FOR RESIDENTS

The AAHS Community Navigator in consultation with the Tenant Advisory Group will develop practices to help residents feel a sense of community. For example, this individual will set up social events to give residents an opportunity to get to know each other. Other staff and board members will be invited to attend.

The AAHS Community Navigator will promote resident engagement by:

- Welcoming new residents to the building
- Timing social events so everyone can attend
- Making events accessible for residents with mobility concerns, and helping them get to meetings and events if necessary
- Addressing residents' safety concerns
- Ensuring residents are notified well ahead of time for planned maintenance, such as elevator repair or common area painting
- Using signage and notifications with large print for seniors and the visually impaired
- Soliciting feedback from residents
- Organizing activities that maintain wellness and increase a sense of security.
- Working with residents to deal with issues around late payment or non-payment of rent by:
 - o Explaining the importance of paying rent on time
 - o Ensuring resident rent is paid on time
 - o Preventing evictions for late payment or non-payment of rent
 - o Helping residents develop budgets to maintain cash flow
 - o Providing the documentation needed to justify an eviction or termination if one becomes necessary

The AAHS Community Navigator will also sensitively deal with the certification and annual recertification of tenants' eligibility for housing at Riverside Estates based on annual income, over-housing and under-housing considerations. For each resident, s/he will organize an annual rent review.

Laundry Room Use

At Riverside estates the laundry room is a shared space. The hours of operation are from 7:00 am to 10:00 pm. Each tenant is responsible to use the machines well, and to empty them promptly when finished. Each tenant is responsible for keeping the laundry room tidy.

Sharing the Yard Spaces:

The yard at Riverside Estates is a vital and shared space. AAHS staff members and residents recognize that play is an important activity for children and encourage children to play safely, with regard for the privacy of other residents. Play is only prohibited in parking spaces. The AAHS Community Navigator and Tenant Advisory Group may choose to designate areas for certain types of play or age groups, or as passive areas. They may also develop a policy for using outdoor barbecues and the community garden boxes. Other in-house rules could include walking adult-size bicycles, or prohibiting excessive noise, such as loud parties, stereos or yelling, in outdoor areas. Parents are responsible for supervising their children and ensuring that toys and games are not left outside in common areas.

Additional Supports for Residents:

From time to time, residents might need additional support to deal with health or other concerns for themselves or family members. The AAHS Community Navigator will direct them to or help them access the community supports they need. S/he will provide residents with emergency and regular maintenance phone numbers. S/he will provide programs and workshops on recycling, tenant rights, rental insurance, fire and earthquake safety procedures. S/he will also arrange for agencies like the fire department, local police, and other community groups to make presentations to residents on important safety and community information.

COMMUNITY ROOM POLICY FOR RIVERSIDE ESTATES (August 10, 2018)

The Antigonish Affordable Housing Society envisions having sufficient environmentally, socially and financially sustainable, community-supported, affordable housing available to residents of Antigonish Town and County who are living on low incomes. The Community Room was created from funds from the National Aviva Competition (2017) and its focus is to help meet the social sustainability goal of the AAHS. The Community Room is primarily for the benefit of the residents and has the primary function of building capacity and community within Riverside Estates, with a secondary function of also making connections with the wider Antigonish community.

The AAHS Community Navigator will create common areas or schedule the use of the Community Room. The Community Room provides a space for bi-weekly Tenant Advisory Group meetings, informal and formal educational activities of interest to the residents, organized recreational activities, meetings between the residents and the Community Navigator, and other scheduled events. The Community Room may also serve as a place to connect Riverside Estates with the



larger Antigonish Community and thus build community outward. Residents are responsible for ensuring the safe and reasonable use of all common areas by household members and guests.

Guidelines for Shared Management of the Community Room

As a common public space within Riverside Estates, there are liability issues connected to health and safety regarding the use of this common space. Therefore explicit and clear guidelines have been developed in relation to the Community Room usage. Suggestions for amendments or changes to this policy and guidelines must come through the Tenant Advisory Group to the Governance Committee and be approved by the AAHS Board.

Responsibility and Oversight of the Community Room

Initially, the Community Navigator is responsible for the Community Room and the scheduling of its usage. As Phase II of Riverside Estates gradually develops, the Tenant Advisory Group will become increasingly active in the leadership and management of the Community Room. The Community Navigator may eventually appoint volunteer members (rotationally) of the Tenant Advisory Group (TAG) to assist with management of the Community Room. The assistant can accept the duties of opening/closing the Community Room; ensure post use clean-up is taking place; ensure entrances/exits are free, clear and safe; keep washrooms clean and supplied; and ensure general cleanliness of the space and its appliances.

Food and Health Safety.

As a shared common area, it will be important to ensure that health standards are maintained in the Community Room. Any food brought into the Community Room should not be left in the room. Alcohol cannot be sold in the Community Room.

Residents are asked to leave the Community Room as they found it in an orderly and tidy fashion for others to enjoy. Basic cleaning and housekeeping supplies will be available to ensure the room is clean. Where utensils and dishes are used in the Community Room, they should be washed and put away before leaving.

Liability Insurance. As dictated by the liability Insurance for Riverside Estates drugs and live flame candles are not permitted in the Community Room.

Building Security. Please ensure the lights are turned off and the Community Room doors are locked upon exiting. Community members are asked to pay extra attention to ensure that stoves are turned off before leaving the Community Room.

To ensure the Community Room is dedicated to the greater good of the residents of Riverside Estates, the Community Room Rules will be posted in the Community Room.

Contact Information:

Antigonish Affordable Housing Society



Community Navigator: Carleton MacNeil at:

affordable.antig@gmail.com

or (902) 318-3732

Mailing Address

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Antigonish Affordable
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