

HOUSING INFORMATION HANDBOOK

FRONTIER SCHOOL DIVISION



REVISED OCTOBER 2019

This document is available in alternative formats by request.

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INTRODUCTION

This booklet provides general information regarding Division housing. It does not confer or create any contractual or other rights. All rights and obligations of the Division (hereinafter called the Landlord) and the Tenant are outlined in the Lease and *The Residential Tenancies Act*. In the event of any variations between the Handbook and provisions of the Lease and the Act, the Act will prevail.

If you have any questions regarding administrative items such as rent or damage deposits, please contact the Administrative Officer for your Area. If you have questions regarding repairs and maintenance, please contact the Facilities Department in the Winnipeg Office.

Area 1 Office

Phone: (204) 677-6744

Area 2 Office

Phone: (204) 638-6839

Area 3 Office

Phone: (204) 775-9741

Area 4 Office

Phone: (204) 472-3800

Area 5 Office

Phone: (204) 359-6711

Winnipeg Office

Phone: (204) 775-9741

GENERAL INFORMATION

Frontier School Division (the Landlord) operates approximately 300 housing units consisting of a variety of structures:

- single and double-wide bungalows with or without basements,
- single storey and multi-storey duplexes with or without basements,
- multi-complex units, single and double storey with or without basements, i.e. 4-plex, 5-plex,
- mobile trailers.

All Division housing units have designated numbers. The Division is responsible to supply and maintain all housing utilities, i.e. hydro, water, sewer and security system. This infrastructure is maintained by the Division in cooperation with community agencies.

Housing Assignments

Accommodation type varies by community. Every attempt will be made to accommodate Tenants' needs when a unit is assigned. To ensure there is an equitable distribution of available units within the community, the assignments will be based on the following criteria:

- availability of units,
- marital status, i.e. single, married, dependent,
- health concerns, i.e. disabilities, allergies,
- gender.

All housing assignments are administered through the Area offices by the Administrative Officer in consultation with the Area Superintendent.

a. Availability of Units

If housing is unavailable, the Division will assist in obtaining rental accommodation.

b. Marital Status

i. Family/Dependents

Single family units will be assigned where available. If a single family unit is not available, a family unit in a multi-unit complex may be assigned.

ii. Single

Single staff will be assigned a one-bedroom unit where available. If a single one-bedroom unit is not available, employees may be requested to share accommodation such as a 2 or 3 bedroom house. When required to share, the Tenants' gender, health concerns, and personal requirements will be considered.

c. Transportation

Teachers who do not own transportation will be assigned a unit as close to the school as possible.

Housing Transfers

Requests for housing transfers must be made in writing to the Area Superintendent. Tenants are responsible for costs associated with requested moves. Requests will be accommodated based on the following criteria:

- availability,
- change in marital status, i.e. legal or common-law,
- health concerns.

Appeals

Appeals regarding housing assignments must be made in writing to the Area Superintendent with a copy to the Chief Superintendent. If the Tenant is not satisfied with the Area Superintendent's decision an appeal may be made to The Residential Tenancy Board. The Residential Tenancy Board's decision will be final and binding.

Terminations

The Tenant must provide written notice of rental termination to the Area Administrative Officer thirty (30) days prior to leaving the premises (Appendix A). Failure to adhere to the notification period may result in an additional month's rent which will be deducted through payroll deduction. The Area office will forward this notice to the Winnipeg office.

Before the Tenant departs the community, an inspection will be completed to determine if the security deposit will be refunded. Tenants will be provided with written notification of any deduction withheld from their damage deposit.

Evictions

Tenants may be evicted as per the guidelines outlined under provincial legislation. Additional information is available at <http://web2.gov.mb.ca/laws/statutes/ccsm/r119e.php>

RESPONSIBILITIES OF THE LANDLORD AND TENANT

Landlord Responsibilities

The Division will:

- make the rental unit available and functional for the Tenant on the date the Tenant is to move in,
- ensure the rental unit is in proper condition for the duration of the tenancy agreement,
- investigate and resolve complaints of disturbance, vandalism and safety hazards,
- provide adequate security for the Tenant,
- ensure essential services such as heat, gas and electricity are supplied.

Tenant Responsibilities

The Tenant will:

- keep rental unit and grounds clean and tidy and void of debris,
- ensure proper and safe storage of personal property,
- ensure no damage is made to the interior/exterior of the unit,
- not endanger the safety of others in the building or complex,
- not disturb others in a residential complex,
- abide by the Landlord's rules, regulations and requests,
- ensure adequate measures are taken to ensure premises remain secure.

INSURANCE

Division-owned buildings and contents are insured by the Division. The Division is not responsible for Tenant's personal property. We strongly recommend the purchase of tenant insurance. Tenant's insurance covers damages to your personal property from fire, flood, theft and other events. Contact an insurance company or agent to find the best coverage for your needs.

FURNISHINGS AND APPLIANCES

The Division supplies major appliances such as refrigerator, stove, washer and dryer for all units. The Division supplies furniture, as outlined below, for units not accessible by all-weather roads:

- kitchen: table, 4 chairs, and window coverings,
- living room: sofa, chair, coffee table, end tables, lamps, and window coverings,
- master bedroom: double bed, dresser, night table, lamp, and window coverings,
- every additional bedroom: single bed, dresser, night table, lamp, and window coverings.

PETS

Pets are permitted in the unit under the following conditions:

- no more than 2 pets per unit,
- Tenant accepts full responsibility for the animal's behaviour and action,
- regularly clean unit to remove all animal hair and odour,
- damage caused to unit and contents by pets will be repaired or replaced at the Tenant's expense,
- exterior animal compound(s) constructed in a safe and neat fashion when authorized by the Division.

RENTAL UNIT ACCESS RIGHTS

Pursuant to *The Residential Tenancy Act*, the Landlord has an entry key and limited access rights to every rental unit in the Division. The Landlord must ask the Tenant for permission to enter the unit prior to any approved maintenance work being carried out.

Where an emergency exists and entry to the rental unit is necessary the Landlord may enter a rental unit occupied by the Tenant without the Tenant's permission. The Landlord has the right to access a premise if they suspect damage such as pipes breaking, water leakage due to flooding, etc. Access in this case shall be recorded and the Tenant shall be advised if not available at the time of access.

Tenants who leave the rental unit during holidays or vacations must notify the school administration and Area office of their absence. The Landlord will notify the Tenant if there is work to be done in their premises during their absence and receive permission from the Tenant to enter the rental unit.

RENTAL RATES

Rental rates are calculated using a cost per square foot. The formula used is based on rent guidelines set by the Manitoba Residential Tenancy Board. Although a square footage cost is the basis for establishing rental payments, the amount specified on the Tenancy Agreement governs.

The Landlord uses four categories of per square foot costs. Each category is based on the following housing criteria:

- units with furnishings, no basement,
- units with furnishings, with a basement,
- units without furnishings, no basement,
- units without furnishings, with a basement.

For the purpose of calculating the rent, the total square footage of a unit is determined by the dimensions taken along the outside perimeter of the building of each floor including porches. In a multi-complex unit, the square footage is calculated by the dimensions of the exterior perimeter up to the center of the dividing walls.

The Division office will provide notice of annual rental increases to all Tenants by February 15, which will be effective the following September.

EXAMPLE: a 24' x 32' unit = 768 sq. ft. would cost:

		Rental Cost	Per Square Foot Cost
Furnished	No basement	\$391.22	\$0.5094
	Basement	\$414.95	\$0.5403
Unfurnished	No basement	\$331.24	\$0.4313
	Basement	\$354.66	\$0.4618

Rental payments are made through payroll deduction. Tenants who are teachers are deducted rental fees over two pay periods each month for 11 months. Tenants other than teaching staff are deducted over two pay periods each month for 12 months.

SECURITY DEPOSITS

A security deposit is required from each Tenant. The amount of security deposit is one half of the first month's rent. Security deposits are deducted in November over two pay periods for all new staff and for those who change accommodation during the summer.

The Division holds this deposit until the Tenant moves out of the rental unit at which time an inspection is completed by a Division employee and the Tenant. The Tenant receives interest on the security deposit. The interest is calculated from the time the Landlord receives the security deposit until it is returned to the Tenant. The interest rate on the security deposit is set by the Province annually. Some or all of the security deposit will be withheld if the Tenant:

- does not pay the monthly rent,
- leaves without notice,
- causes damage during tenancy,
- does not adequately clean the unit when they move out.

In the event the deposit is not refunded, the Tenant will receive written notification within 28 days of the end of tenancy. The Tenant will be held financially responsible should the security deposit not cover the cost of damages.

If the Tenant does not agree with the Landlord's decision to withhold the security deposit, either party can approach the Provincial Residential Tenancies Branch. Information on the resolution of tenancy disputes can be found at <http://web2.gov.mb.ca/laws/statutes/ccsm/r119e.php>

HOUSING INSPECTIONS

Housing inspections takes place when a new Tenant moves in or when the current Tenant moves out. The Division may conduct inspections on an annual basis or as required. Inspections are carried out by:

- Division Office Facilities staff for major renovations,
- Area Administrative Officers,
- school maintenance staff,
- specialized trades people.

The Tenant will be provided with 24 hours notice by the Landlord (or designate) prior to entering the premises to conduct the inspection.

The Condition Report (Appendix C) details the condition of the furniture and the rental unit. It is used to identify the condition of Division-owned contents and the rental unit when the Tenant moves in and when the Tenant moves out. The Landlord and the Tenant will inspect the rental unit together. Any damage shall be recorded on the condition report form. The report is then signed and dated by both parties, each retaining a copy.

If a Tenant requires an additional inspection, a written request must be provided to the Area Superintendent indicating reasons for the inspection.

REPAIRS AND MAINTENANCE

The Division is responsible for the maintenance of safety standards of all buildings which include furniture and appliances provided with the unit. Appendix D describes the Landlord's and Tenant's responsibilities regarding repair and maintenance of the unit and grounds. Tenants should become familiar with these procedures. Items listed on this schedule are not exclusive.

Appendix E is the "Tenant Repair Work Order Request" form. This form is to be completed by the Tenant and submitted to their supervisor when requesting repairs. Tenants are encouraged to retain a copy of the completed work order request.

Tenants must report any emergencies to the school administration (for example, a leaking hot water tank) to ensure timely repair of facilities.

ALTERATION REQUESTS

Tenants can request alterations to their unit. Examples of alterations which can be carried out by the Tenant are:

- painting and wallpapering,
- minor wall alterations or additions in basements,
- specialized fixtures in washrooms or kitchens,
- custom lighting in existing fixture outlets,
- custom appliances,
- outside storage buildings, fences.

Requests for alterations must be directed to the Facilities Department in writing. Written approval will be forwarded to the Tenant prior to commencing alterations.

Under no circumstances will any alteration take place without the consent of the Division. No alterations will be approved by the Division unless they are deemed safe, environmentally acceptable, cosmetically acceptable, and of satisfactory quality. All alterations will be reviewed under the guidelines of the Manitoba Building Code if applicable.

The cost of labour and materials associated with the requested alterations are the responsibility of the Tenant. The Division may require the alterations be removed by the Tenant upon termination of tenancy and the alterations be reversed to reflect the original content and/or finishing of the rental unit at the expense of the Tenant.

HOUSING SAFETY

Division Responsibilities

The Division will ensure that:

- basic structure, doors, windows, sidewalks, and lighting is properly maintained on all units,
- security systems, such as motion lights and alarm systems, will be provided for all units,
- fire extinguishers and smoke alarms are provided.

Tenant Responsibilities

Tenants need to maintain a safety level in the rental unit including time away for vacation and holiday time. This includes:

- ensuring all safety items pertaining to utility systems, windows, doors, electrical, plumbing and general house disrepair are identified during a housing inspection or in emergency situations,
- taking precautions with appliances, furniture, electrical panels, and utility equipment,
- keeping doors locked when the building is vacant,
- ensuring appliances are shut off when unit is vacant,
- turning off all lights when the Tenant is not in rental unit during the daytime,
- advising pertinent staff if they will not be in their rental unit for any length of time,
- clearing all snow from landings, steps and sidewalks,
- ensuring yard is maintained,
- ensuring storm doors do not remain open at any time when not in use,
- annually check and monitor smoke alarms/batteries,
- changing furnace filters as required for a safe environment and good air quality,
- reporting concerns related to safety hazards within the building or on the property, to appropriate Division staff.

VACATIONS AND EXTENDED ABSENCE CHECKLIST

When leaving your unit for an extended period of time, Tenants are required to:

- advise school administration and Area office of the period of your absence,
- arrange to have someone look after your house and pets regularly,
- ensure the smoke alarm batteries are replaced if required,
- ensure screen doors/windows are locked,
- ensure furnace and appliances are turned off relative to seasons,
- ensure all doors are locked.

RESIDENTIAL TENANCY AGREEMENT

The Residential Tenancy Agreement is a binding contract between the Landlord and the Tenant for the period of the lease noted on the agreement (Appendix B). This agreement must be signed by both the Landlord and the Tenant. A copy of the signed agreement is provided to the Tenant for their records.

Tenants are required to sign the agreement annually to:

- secure the residence for one full year,
- establish conditions for both parties.

Annual lease renewal forms will be provided to Tenants each year by Area Administrative Officers.

APPENDIX A

NOTICE OF TERMINATION BY TENANT

Frontier School Division
Name of Landlord _____

Address of Rental Unit

I am terminating my Tenancy Agreement for unit # _____ in _____,

Manitoba, on the _____ day of _____, 20____.

Signature of Tenant

Date

APPENDIX B

RESIDENTIAL TENANCIES STANDARD RESIDENTIAL TENANCY AGREEMENT

This form of Tenancy Agreement is prescribed under *The Residential Tenancies Act* (the Act) and applies to all residential tenancies in Manitoba. Two copies must be made and signed by both Landlord and Tenant. One copy must be given to the Tenant within 21 days after it is signed.

This Tenancy Agreement is made in duplicate between:

The **Frontier School Division**, 30 Speers Road, Winnipeg Manitoba, R2J 1L9, Phone (204) 775-9741
(Landlord)

and

(Tenant)

Address of Rental

1. The Landlord agrees to rent to the Tenant the rental unit at the following location:

Address

Term of Tenancy

2. Complete either (a) or (b):

(a) Fixed Term Tenancy

The tenancy is for a fixed term beginning on **September 1st, 20** _ and ending on **August 31st, 20** __.
(Termination date)

Unless the tenancy agreement has been terminated in accordance with the Act, the Landlord shall offer the Tenant a renewal of this agreement. Agreements for teaching staff will renew automatically unless they give notice of their intent to move out.

(b) Periodic Tenancy

The tenancy is periodic, beginning on _____, 20 __ and continuing to _____, 20 __.

Amount of Rent Payable

3. The Tenant agrees to pay rent of \$ _____ to the Landlord by payroll deduction on the first two payrolls of every month,

Services and Facilities

4. The Landlord agrees to provide the following: **sewer, water, heat and taxes.**

The Tenant agrees to pay for the following: **telephone, internet, Cable TV or satellite services.**

Security Deposit

5. Check and complete either (a) or (b):

(a) _____ The Landlord acknowledges receipt of a security deposit of \$ _____ from the Tenant which will be taken by payroll deduction over two payrolls in November 20 __, or within 2 months if the agreement commences after November 1.

(b) _____ The Landlord acknowledges a security deposit has previously been receipted.

Occupants of Rental Unit

6. In addition to the Tenant and any increase in the Tenant's family by marriage, birth or adoption during the tenancy, only the following persons may occupy the rental unit _____.

Use of Rental Unit for Residential Purposes only

7. The Tenant agrees to use the rental unit and residential complex for residential purposes only and shall not carry on, or permit to be carried on, any trade or business in the rental unit without the written consent of the Landlord.

Furniture

8. Check either (a) or (b):

(a) _____ No furniture provided with the exception of major appliances (fridge, stove, washer & dryer).

(b) _____ Furniture and major appliances provided.

Obligations under Act

9. The Landlord and Tenant shall comply with all obligations imposed on them by the Act.

Termination

10. The Landlord or the Tenant may terminate this agreement in the manner and under the circumstances described in the Act. The Tenant must provide written notice of termination to the Area Administrative Officer 30 days prior.

Additional Rules and Conditions

11. The Landlord and Tenant agree to comply with any additional rules and conditions included in the **Frontier School Division Housing Information Handbook**. Any rule or condition not consistent with the Act cannot be enforced.

Date

Signature of Landlord

Date

Signature of Tenant

Date

Signature of Tenant

APPENDIX D

SCHEDULE OF REPAIRS AND MAINTENANCE FOR TENANTS

A. INTERIOR	MAINTENANCE TO BE CARRIED OUT BY DIVISION	MAINTENANCE TO BE CARRIED OUT BY TENANT
Floor	Repair and replace	Clean and wax
Trim – Baseboards Molding	Repair or replace	Keep clean
Window Curtain Rods and Drapes	Replace if worn out	Replace if destroyed by occupant
Stairways	Repair	
Kitchen Cupboards	Repair and remodel at discretion of Division	Clean
Bookcases and shelves	Repair	
Plaster, Wallboard, Plywood	Repair and preserve	Clean
Painting	Decorate at discretion of Division	Keep clean, decorate with permission of Division
Papering	At discretion of Division	With permission of Division
Floor Sanding	By Division	
Floor Waxing		By Occupant
Plumbing	Supply suitable water pipes fittings and facilities. Repair and replace	Water treatment. Salt & chemicals
Cook Stove	Repair or replace	Keep clean
Refrigerator	Repair or replace	Keep clean
Kitchen Sink	Supply, repair or replace taps, fittings, drain and waste	Clear drain
Bathroom	Do major repairs to basin, bath, shower, water closet, taps	Keep clean
Laundry Taps	Repair or replace taps	Keep clean
Water Heater	Repair or replace tank, fittings, element	Keep clean
Gas Piping	Repair	
Water Pump	Adjust or replace parts for pump	Report if pump is inefficient
Heating Equipment (see below)	Supply adequate heating and undertake repairs	
Electric Wiring Wiring, outlet boxes, Fittings, switches, Receptacles, thermostats, door bell	Supply, repair and replace in conformance with specifications and workmanship requirements of Manitoba Hydro	Restricted to installing new fuses and electric light bulbs
Electric Light Bulbs	Supply original bulbs	Replace bulbs
Telephone	By Manitoba Telecom Services	
Wood Burning Heating Systems		Keep clean for safe operation
Smoke Alarms	Supply & install as per code	Change batteries as required
Furnace Filters	Supply filters	Tenant to replace

B. EXTERIOR	MAINTENANCE TO BE CARRIED OUT BY DIVISION	MAINTENANCE TO BE CARRIED OUT BY TENANT
Foundation	Preservation and repair	
Chimney	Repair and maintain	
Walls	Keep in state of preservation and undertake major repairs	Painting if authorized by Division
Steps, Stoops, Porches, Verandahs	Painting and repair at discretion of Division	Supply and install any personal amenities, i.e. railings etc.
Windows – Glass	Preserve and undertake major repairs. Paint at discretion of Division	Replace glass under supervision. Do minor repairs or painting
Storms	Supply, install and repair	Remove, replace and paint with permission
Screens	Supply and replace	Remove, paint and replace with permission
Doors	Repair or replace and install	
Locks	Supply and install	
Keys	Supply	Replace if lost
Roof Covering	Preserve and repair	
Eavestroughing and Sheet Metal	Repair and replace	
T.V. Antenna	Tenant Request	
Drains and sewer	Undertake repairs	

C. GROUNDS	MAINTENANCE TO BE CARRIED OUT BY DIVISION	MAINTENANCE TO BE CARRIED OUT BY TENANT
Garage	Paint, repair or replace at discretion of Division	Keep clean
Landscaping/Lawns	Original grading, laying of sod seeding at discretion of Division	Cutting of lawn by Tenant
Sidewalks	Supply where advisable	Keep in good condition
Driveway	Construct and maintain	Keep in good condition
Fences	Supply and erect at discretion of Division	Keep in repair and replace any broken parts if approved by Division
Hedges & Gardens	Supervise care	Care of hedges, shrubs, gardens, if approved by Division
Snow Clearing	Major snow removal , i.e. roadways	Driveways, sidewalks and door steps/landings

TENANT REPAIR WORK ORDER REQUEST

PART A: COMPLETED BY TENANT

Submit completed form to on-site Maintenance person, or the Principal if no on-site Maintenance staff.

TENANT NAME: _____

RENTAL UNIT #: _____ SCHOOL: _____

DESCRIPTION OF WORK REQUIRED:

PART B: COMPLETED BY MAINTENANCE PERSON

DATE WORK ORDER RECEIVED: _____

ESTIMATED PROJECT START & END DATES: _____

ESTIMATED MATERIALS & SUPPLY COSTS: _____

Copy given to Tenant and Maintenance Supervisor.

PART C: COMPLETED BY MAINTENANCE PERSON

PROJECT START DATE: _____ END DATE: _____

LABOUR TIME (HRS.) _____ APPROX. MATERIAL COST: _____

COMMENTS:

COMPLETED BY: _____

Original to Maintenance Supervisor and copy to Tenant when work complete.
