

# LEASE AMENDING AGREEMENT RE: RENT SUBSIDY

Tenant Name(s): \_\_\_\_\_

Property: \_\_\_\_\_

Unit: \_\_\_\_\_

Date: \_\_\_\_\_

## **BACKGROUND**

You and the Landlord have entered into a Residential Tenancy Agreement (the "**Lease**"). Under the Lease, you agreed to rent a Rental Unit from the Landlord for a certain period of time.

You have applied for a Rent Subsidy to help you to pay your rent under the Lease. The Landlord also provides Rent Subsidies to eligible tenants through its own funds and through the support of government agencies.

The Landlord has agreed that you are eligible to receive this Rent Subsidy based on the accuracy and completeness of the information the Landlord requested and you provided about everyone who lives in the Rental Unit.

The Landlord will need this information to be corrected and updated and at times shared with government agencies, to ensure you still qualify for the Rent Subsidy and the Landlord is still able to provide this Rent Subsidy and Rental Unit to you.

## **ADDITIONAL AGREEMENT**

1. By signing this Agreement, the Landlord and the Tenant agree to follow their responsibilities. They don't need anything else from each other to start and follow this Agreement.
2. This Agreement goes with the Lease.
3. When the word "you" or "your" is used in this Agreement, it means everyone who signed the Lease with the Landlord, even if more than one person signed it.
4. Through this Rent Subsidy the Landlord will lower your Monthly Rent under your Lease by \$\_\_\_\_\_ per month. **As a result, your Subsidized Rent is \$\_\_\_\_\_ per month.**
5. Whatever happens, once the Lease is over, the Rental Subsidy is over and the Landlord will stop reducing the rent. If you stay past the end of the Lease, you will be paying the Monthly Rent on your Lease until you and the Landlord agree to a new Lease, or you leave the Rental Unit (whether you do that by your own choice, or the Landlord requires you leave).

## **WHAT YOU ARE AGREEING TO DO**

You are agreeing to give the Landlord true and complete information about who lives in the Rental Unit. This includes any documents that the Landlord needs to check the accuracy of your information. The information that you must give to the Landlord is:

- a. The annual income of everyone living in the Rental Unit from all sources;

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- b. Personal information about you, including your age, background, and the total number of people living in the Rental Unit; and
  - c. Any other information about the finances for anyone who lives at the Rental Unit that the Landlord needs in order to keep subsidizing your rent.
7. You are promising to keep the information you're giving to the Landlord complete and up to date. If it's not, the Landlord can cancel this Agreement and stop reducing your rent.
8. You are confirming that you have gotten permission from everyone who lives in the Rental Unit to share their information with the Landlord.
9. You are letting the Landlord check to make sure that you gave the Landlord true, complete, and up-to-date information, by:
- a. Checking with third parties, like the Canada Revenue Agency or the Government of Alberta; and
  - b. Visiting the Rental Unit to see who's living there, if the Landlord lets you know first. The amount of notice the Landlord has to give you will depend on what the Lease says, and what the laws that apply to the Lease say.
10. You agree that the Landlord can keep your personal information and let its employees and others use it to determine your rent decrease, verify the information, and make sure you still qualify for the Rent Subsidy.
11. The Landlord agrees that it will store your information safely and dispose of it when it's not needed anymore.

#### **TERMINATION OF RENT SUBSIDY**

12. If anyone in the Rental Unit refuses to give information or gives wrong information, the Landlord could cancel this Agreement, ask you to repay rent discounts you shouldn't have received, or take other steps in court.
13. Things can change after you and the Landlord sign this Subsidy Agreement. Some of these changes might be:
- a. The Landlord finding out that the information you gave at the start of this Rent Subsidy Agreement was wrong;
  - b. The Landlord finding out that the people living in the Rental Unit were breaking the Lease or this Subsidy Agreement;
  - c. The number of people living at the Rental Unit changes; or
  - d. You or others in the Rental Unit are no longer eligible for the Rental Unit or Rent Subsidy.
14. If any of those types of changes stop the Landlord from being able to subsidize your rent at the Rental Unit, the Landlord will let you know. You can ask the Landlord in writing to be able to stay at the Rental Unit until the end of the Lease, **but you will have to pay the Monthly Rent under the Lease**. The Landlord doesn't have to agree to let you stay, if
- a. you're breaking the Lease or this Rental Subsidy Agreement, or

- b. letting you stay would make the Landlord break an agreement that it has with someone else, like with a government agency that makes the Landlord have a certain number of subsidized rental units.
15. If the Landlord lets you stay without a subsidy, and you don't pay the regular amount of rent under the Lease, that's breaking the Lease and the Landlord can take steps to make you pay back rent, or to evict you from the Rental Unit, or do anything else that the Landlord is allowed to do.
  16. If your subsidy gets canceled, this doesn't mean that your rent has increased, because it stays the same as it is in the Lease. If your subsidy is canceled, that removes your rent discount, and you have to go back to paying the full regular rent under the Lease, but that full regular amount won't increase.

**OTHER IMPORTANT THINGS**

17. If the Landlord doesn't do something it can do under this Subsidy Agreement or the Lease, that doesn't stop the Landlord from doing it later. For example, if the Landlord didn't get all of the information it needs when you started the Lease, or at the start of this Subsidy Agreement, it can still get that information later.
18. Even if the Landlord doesn't evict you or take you to court right away, the Landlord can still do it later. Also, just because the Landlord forgives you for a mistake, or breach of this Rent Subsidy Agreement or the Lease, that doesn't mean that it has to forgive you for mistakes or breaches after that, even if it's the same mistake or breach.
19. This Rent Subsidy Agreement changes the Lease in some ways, but the other parts of the Lease aren't being changed, so you need to follow both of the agreements. If it's not clear which agreement to follow, this Rent Subsidy Agreement takes priority over the Lease.
20. Even if a court decides that something in this Agreement or in the Lease is wrong or shouldn't have been agreed to, that doesn't affect the rest of the Agreement or the Lease, and you or the Landlord can still enforce the other parts of the agreements.

\_\_\_\_\_  
Content Reviewer for Landlord

\_\_\_\_\_  
Executive for Landlord

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Tenant

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