

## Tenant Communication and Consent

Dear Tenant,

You are receiving this document as part of your landlord's application for repair incentives under the City of Regina's Housing Incentives Policy. To receive incentives to help repair your home, your landlord is required by the Tenant Protections Framework to inform you of:

- The work that will be done to the building;
- The expected duration of the work; and
- Your right to support in finding suitable accommodation.

The Tenant Protections Framework is below.

To support this, we ask that you provide the following information which will help us verify your landlord is following the requirements. **You are not required to provide information, but it is encouraged.** Without this information the City will have no way to verify your landlord has complied with the Tenant Protections Framework.

1. Full name: \_\_\_\_\_  
Current Address: \_\_\_\_\_ (unit) - \_\_\_\_\_ (Street Address)  
Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_
2. How many bedrooms do you need in the place you move to? What features are a must-have? (check all that apply)  
\_\_\_ Number of Bedrooms (write number)  
\_\_\_ Access to work (Where? \_\_\_\_\_)  
\_\_\_ Access to school (Where? \_\_\_\_\_)  
\_\_\_ Access to support/medical (Where? \_\_\_\_\_)  
\_\_\_ Accessible/Wheelchair-friendly  
\_\_\_ Senior-friendly  
\_\_\_ Youth-friendly  
\_\_\_ Children-friendly  
\_\_\_ Pet-friendly (What type of pet? \_\_\_\_\_)  
\_\_\_ Smoking-allowed  
\_\_\_ Other (please specify): \_\_\_\_\_
3. Would you be willing to move to a hotel or short-term rental (e.g., Air B&B) if the repairs will take less than a month? (check one)  
\_\_\_ Yes  
\_\_\_ No, I need a proper home even if it is from another landlord  
\_\_\_ Not preferred but would consider if another rental is not available  
\_\_\_ Other (please specify): \_\_\_\_\_

4. Would you like to return to your current home when repairs are complete?  
 Yes  
 No

Note, this is not a right to return, only a preference. If the landlord is unable to contact you after repairs are complete and reasonable efforts for contact have been made, it will be assumed that you no longer wish to return to the unit.

5. *I consent to my landlord sharing my name and contact information with the City of Regina to verify the landlord is complying with the requirements of the Housing Incentives Policy.*<sup>1</sup>

\_\_\_\_\_ Signature  
Full Name

**OR**

*I, \_\_\_\_\_, am the guardian or power of attorney of the tenant, \_\_\_\_\_, and am authorized to consent on their behalf to the sharing of their name and contact information with the City of Regina. I consent to the sharing of the tenant's name and contact information with the City of Regina to verify the landlord is complying with the requirements of the Housing Incentives Policy*

\_\_\_\_\_ Signature  
Full Name

6. *I hereby certify that the above information is correct and complete, and provided of my own free will. I acknowledge that the information collected on and within this report is handled and maintained in accordance with The Local Authority Freedom of Information and Protection of Privacy Act. It will be retained as a record of my participation in the Housing Incentives Policy and may be used to contact the parties involved. The information contained in this report may also be used by the City for compliance or other legal action pursuant to The Housing Incentives Policy, The Cities Act, The Construction Codes Act, the City's Building Bylaw, The Planning and Development Act and any other bylaws, legislation, or regulations.*

\_\_\_\_\_ Signature  
Full Name

For information on landlord and tenant rights and responsibilities under *The Residential Tenancies Act, 2006*, refer to the Office of Residential Tenancies at the Government of Saskatchewan.

<sup>1</sup> If you do not wish to consent, the landlord will still be able to do the renovation but the City will have no way to verify your landlord has complied with the Tenant Protections Framework.

If you have any questions, you may contact the City of Regina Housing Branch at [CHS@regina.ca](mailto:CHS@regina.ca) or phone (306) 777-7000. We will respond to your message as soon as possible.

Thank you,  
City of Regina Housing Branch

## **Tenant Protections Framework**

The purpose of the Tenant Protections Framework (the Framework) is to protect tenants from eviction due to an acquisition and repair project supported by the City or, where eviction is necessary to carry out the work, ensure tenants are supported in relocating to another unit. The Framework includes guidelines for determining when work requires a unit to be vacant, communications between housing providers and tenants, relocating tenants to suitable homes, and the rents that may be charged upon relocation.

### **Guidelines for When Work Requires a Unit to Be Vacant**

The City will only support projects where a building is vacant, where the work does not require a unit to be vacant, or a tenant protection plan is in place.

Work can require a unit to be vacant if it is reasonably expected to:

- Result in temporary loss of the tenant's access to one or more of the following:
  - Drinkable water
  - Hot water
  - Heat (in cold seasons)
  - Electricity
  - Sanitation (e.g., toilet, shower, sink, sewer line)
  - Food preparation and storage (e.g., refrigerator, stove, oven, kitchen sink)
- Impede egress in event of an emergency (considering tenants' mobility);
- Interfere with safety systems (e.g., smoke alarms, strobes, carbon monoxide detectors);
- Compromise the security of the building or unit against unwanted entry;
- Reduce ventilation in a unit below levels required in the *National Building Code*;
- Create excessive dust or vapours (taking into account the tenant's health concerns such as asthma);
- Disturb hazardous substances (e.g., asbestos, fecal matter from rodent infestations, etc.);
- Create tripping or falling hazards (considering tenant mobility);
- Create other hazards which can reasonably be expected to have a negative impact on a tenant's health and wellbeing (e.g., fumes from infestation extermination, exposed electrical systems, etc.);
- Other factors as may be determined by the Branch Manager.

## Tenant Protections

### *General Requirements*

- Before giving notice of eviction to tenants and/or beginning work, housing providers must notify tenants of:
  - The expected scope and duration of the work;
  - The housing provider's obligations and rights under *The Residential Tenancies Act, 2006*;
  - The tenant's obligations and rights under *The Residential Tenancies Act, 2006*;
  - The tenant's rights and obligations under the Tenant Protections Framework.
- Housing providers must retain records of communications and attempts to communicate with tenants and tenant contact information.
- All work must be completed within a reasonable timeframe and minimize disruption to tenants.
- Work must not cause loud and continuous noise during unreasonable hours.
- Units must be left in a clean and habitable state when work is complete.
- The City is entitled to view records to ensure compliance with Housing Incentives Policy requirements.

### *Where the work does not require a unit to be vacant*

- The housing provider must make all reasonable efforts to preserve the tenant's right to quiet enjoyment of the unit, as outlined in *The Residential Tenancies Act, 2006*.
- Efforts must be made to keep the unit tidy and clean during the work (e.g., hanging dust sheets, running air purifiers).

### *Where the work requires a unit to be vacant*

- The housing provider must provide assistance to the tenant in finding suitable housing (e.g., number of bedrooms; proximity to work, school, medical services; accessibility; pet friendliness; smoking friendly; etc.).
- Consideration should be given to tenants who prefer to return to the unit when work is complete.
- For tenants who are relocated to another unit owned by the housing provider, the rent must be no greater than what they are paying under their existing tenancy agreement.
- If the work requires the unit to be vacant for only a short period of time, the tenant, with their consent, may be relocated to temporary lodging (e.g., a hotel). If the temporary lodging does not have cooking facilities, the housing provider must cover reasonable costs for food.