

Councillor D. Chapman - Amendment

Amend Section 1- Definitions to include the following definitions:

“Average Market Rent” means the average market rent for Kitchener-Waterloo-Cambridge as published annually by the Canada Mortgage and Housing Corporation based on the number of bedrooms in a Rental Unit.

“Comparable Rental Unit” means a Rental Unit with the same number of bedrooms as the Tenant’s current Rental Unit.

Amend Section 3 – Prohibitions to include the following prohibitions:

3.11 No Landlord or Operator shall fail to provide the compensation and/or alternate accommodation as described in sections 5.1 and 5.3.

3.12 No Landlord or Operator shall fail to provide the compensation as described in section 5.1(a) within the time specified in section 5.2.

3.13 No Landlord or Operator shall fail to provide the compensation as described in section 5.3 within the time specified in section 5.4.

Amend to include Section 5 – Compensation and Alternate Accommodation which include the following provisions:

5.1 Where, upon being served with a N13 Notice by the Landlord, a Tenant has exercised their rights in compliance with section 53 of the *Residential Tenancies Act* to have a right of first refusal to occupy the Rental Unit after the Rental Renovation Work is completed, the Landlord shall:

- a) compensate the Tenant an amount equal to the difference between the current rent of the affected Rental Unit undergoing the Rental Renovation Work and the most recently published Average Market Rent of a Comparable Rental Unit for the entire duration of the Rental Renovation Work; or,
- b) make arrangements agreeable to the Tenant, in the Tenant’s discretion and as indicated by a signed agreement between the Landlord and the Tenant, for the temporary alternate accommodation in a Comparable Rental Unit for the entire duration of the Rental Renovation Work.

- 5.2 The compensation indicated in section 5.1(a) above shall be paid by the Landlord to the Tenant within seven (7) calendar days before the first (1st) day of each month for the entire duration that the Tenant is displaced from the Rental Unit because of the Rental Renovation Work.
- 5.3 In addition to the compensation or alternate accommodation required in section 5.1, every Landlord who serves a N13 Notice on a Tenant shall pay to the Tenant a one-time amount of \$1,000.00 towards moving expenses. Where there are multiple Tenants in the affected Rental Unit, the payment shall be divided equally among each Tenant.
- 5.4 The compensation indicated in section 5.3 above shall be paid to the Tenant no later than the termination date specified on the N13 Notice, or no later than the date that the Tenant vacates the Rental Unit, whichever is earlier.
- 5.5 The above compensation and/or alternate accommodation requirements shall be in addition to the Tenant's rights of compensation and any other rights, as applicable under the *Residential Tenancies Act*.