

SCHEDULE J

**ENTRANCE FEE INFORMATION FORM**

**THIS INFORMATION IS GIVEN TO YOU AS REQUIRED BY THE LIFE LEASES ACT**

<b>Residential Complex:</b>	Name: Location:
<b>Landlord: (Legal Owner)</b>	Name: Address: Contact:                                      Phone:
<b>Tenant(s):</b>	Name(s): Address:

<b>Information Required By The Life Leases Act</b>	Under <i>The Life Leases Act</i> , your landlord must give you this form before accepting your entrance fee or before consenting to the assignment of a life lease to you. The form has important information about your life lease and <i>The Life Leases Act</i> . The information in this form is specific to this complex.
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<b>About Life Leases and Entrance Fees</b>	<p>Life leases are a unique form of rental housing. They are unique because tenants must pay an entrance fee to live in a life lease complex.</p> <p>The landlord usually uses the entrance fees of the first tenants of the complex to pay for a large part of the cost of building the complex. The landlord may also use this money to set up a fund to repay entrance fees to tenants when their tenancies end. The fund is called a refund fund. Tenants who enter into life leases after the complex is built also pay entrance fees. The landlord usually uses these entrance fees to repay tenants who end their tenancies and to maintain any refund fund.</p> <p>Most life leases are for the life of the tenant. Tenants can leave at any time, as long as they give 3 months notice.</p> <p>Some landlords refund entrance fees at the end of tenancies. Others allow tenants to recover their own entrance fees by selling (assigning) their lease to a new tenant. Before you sign a life lease, the landlord must tell you how you can get your money back at the end of your tenancy. You should have a lawyer review the life lease and the other documents before you sign them.</p> <p>When refunding an entrance fee, the landlord cannot keep part of the money to cover the cost of repairing damage or replacing worn out items, like carpeting, unless, before the refund is due, a final order has been made under <i>The Residential Tenancies Act</i> that the tenant pay the landlord compensation for such costs.</p> <p>In Manitoba, people living in life lease complexes are tenants. <b>They do not own their apartment/unit.</b> If the landlord is a non-profit corporation, tenants have the right to select representatives to attend the landlord's board meetings, but their representatives do not have the right to vote unless the landlord gives them that right. Tenants of complexes that are not non-profit do not participate in managing the complex unless the landlord allows.</p>
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<p><b>About The Life Leases Act</b></p>	<p>The Manitoba Legislature created <i>The Life Leases Act</i> to do 3 main things:</p> <ul style="list-style-type: none"> <li>● require landlords to give tenants information about their life leases before paying a pre-lease payment and before paying an entrance fee. Landlords are also required to give tenants financial information about their complex at least once a year and to hold an annual meeting to discuss the information;</li> <li>● protect tenants' funds: <ul style="list-style-type: none"> <li>– by requiring landlords that have not entered into any life leases before the Act comes into force to have a trustee hold the entrance fees of the first tenants to lease the units of the complex. The trustee will not release any funds until the landlord meets certain conditions e.g. having building permits and enough funding to finish the complex;</li> <li>– by requiring landlords that have not entered into any life leases before the Act comes into force to have a fund held by a trustee to refund entrance fees (refund fund), unless the landlord requires tenants to recover their own entrance fees by selling (assigning) their lease to a new tenant. Where landlords will have a refund fund, they decide what the initial amount in the fund will be. The Act does not specify the amount landlords must have in the refund fund;</li> <li>– by requiring non-profit landlords to establish a reserve fund for repairing and replacing heating systems, roofs and other major components. The <i>Act</i> does not specify the amount landlords must have in their reserve funds.</li> </ul> </li> <li>● amend <i>The Residential Tenancies Act</i> to make it apply more effectively to landlords and tenants of life lease complexes.</li> </ul>
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<p><b>Cancellation Rights:</b></p>	<p><i>(Insert either A or B as applicable.)</i></p> <p>A. If you do not have possession of your unit, you have 7 days to cancel your life lease. The 7-day period begins on the later of:</p> <ul style="list-style-type: none"> <li>● the day after your signed lease or offer to lease is given to the landlord; or</li> <li>● the day the landlord gives you the Tenant's Right to Cancel Statement.</li> </ul> <p>If you cancel, you will be entitled to a full refund of your entrance fee within 14 days. This right to cancel ends if you take possession of your unit before the 7-day period is over.</p> <p>B. If you do not have possession of your unit, you have 7 days to cancel an assignment of a life lease. The 7-day period begins on the latest of:</p> <ul style="list-style-type: none"> <li>● the day the assignor signs the agreement;</li> <li>● the day you sign the agreement;</li> <li>● the day the landlord consents in writing to the assignment;</li> <li>● the day you are given the Assignee's Right to Cancel statement.</li> </ul> <p>You may hold back your payment to the assignor until the 7-day period ends, unless you take possession of the unit. If you cancel, you will be entitled to a full refund of any amount you paid to the assignor within 14 days. This right to cancel ends if you take possession of your unit before the 7-day period is over.</p>
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<b>Assignor, Payment and Term:</b> <i>(Insert if the life lease is being assigned.)</i>	Assignor Name(s):  Address:  The remaining term of the lease is: <input type="checkbox"/> the assignee's life                      or _____ years  The payment to the assignor for the assignment of the life lease is \$ _____.
<b>Entrance Fee :</b> <i>(Omit if this is an assignment.)</i>	The entrance fee is \$ _____.  The landlord must give you a written receipt for your entrance fee, showing the date it was received and the address of the rental unit.  If the landlord later increases the amount of your entrance fee and you do not agree to the increase, you can go to The Residential Tenancies Branch. The Branch will try to help you and your landlord resolve the dispute. You may be entitled to cancel your life lease. If you cancel, you may be entitled to a refund of your entrance fee.
<b>Term of Lease</b> <i>(Omit if this is an assignment)</i>	The term of your lease is <i>(Complete by entering "your life" or, if the lease is for a fixed term of years, the term of the lease).</i>
<b>Refund Fund:</b> <i>(Insert only if the landlord has a fund to refund entrance fees when tenancies end)</i>	The landlord has a fund for returning entrance fees (refund fund). <i>(Insert A. or B. as applicable to your complex.)</i> A. The Trustee holding the refund fund for this complex is: Name: Address: Contact:    Phone:  B. The refund fund is held by: Name: Address: Contact:    Phone:  As of _____ <i>(Insert date.)</i> , the amount in the refund fund is \$ _____ and the landlord owes \$ _____ in refunds to tenants. <i>(Include any amount that will be payable to tenants as a result of a cancellation under section 13 of The Life Leases Act or a notice of termination given before the stated date.)</i>

**Recovering Your Entrance Fee:**

*(Insert one of the following as applicable to your complex.)*

1. When your tenancy ends, the landlord owes you a refund of *(Complete by entering "the full amount" or, if less, state the amount and the percentage of the full entrance fee.)* of your entrance fee.
2. You are required to recover your entrance fee by payment from a new tenant when you sell (assign) your life lease to a new tenant.
3. The landlord will owe you *(Complete by entering "the full amount" or, if less, state the amount or percentage.)* of your entrance fee by a refund from the landlord or, if you choose you may sell (assign) your life lease to a new tenant and receive payment from that tenant.

*(Insert the following if the landlord, in accordance with the life lease agreement, must refund all or part of the tenant's entrance fee)*

Normally the landlord will refund this amount from a refund fund or the entrance fee of a new tenant. However, if there is no money in the refund fund and the landlord cannot find a new tenant to pay an entrance fee, you may have to wait for your refund, in accordance with the terms of your life lease agreement with the landlord.

*(Insert if landlord registered a mortgage to secure refund of tenants' entrance fees)*

The landlord has registered a mortgage to secure the refund of entrance fees. The mortgagee for this mortgage is *(Insert name and address of the mortgagee)*.

*(Insert the following if tenants may request that the mortgagee commence mortgage sale proceedings )*

If you do not receive a refund of your entrance fee by *(Specify length of time)* after the due date you can ask the mortgagee to start mortgage sale and foreclosure proceedings. Even if the mortgagee forecloses on the mortgage, there is no guarantee that you will receive your entrance fee refund.

<p><b>Risk of Loss of Entrance Fee</b></p>	<p>Life leases are an innovative way to develop rental housing. But, you need to know there is a risk to your entrance fee.</p> <p>If real estate sales are slow, it can be difficult to sell a house or a condominium. Similarly, if few people are looking for life leases, it can be hard to find new tenants for life lease units.</p> <p><i>(Insert the following if the landlord, in accordance with the life lease agreement, must refund all or part of the tenant's entrance fee)</i></p> <p>If the landlord cannot find new life lease tenants, and there is not enough money in any refund fund, you may have to wait to get your entrance fee back. If the landlord has empty units, the rental income will be less. With less income, the landlord may not be able to make the mortgage payments. The lender may foreclose on the complex. If this happens, you may lose all or part of your entrance fee.</p> <p><i>(Insert the following if tenants are allowed or required to assign their life leases.)</i></p> <p>If you are allowed or required to get your entrance fee back by selling (assigning) your life lease to a new tenant, you may not be able to find someone to take over your lease. If you do find someone, they may not want to pay you as much as you originally paid.</p> <p>If the landlord has empty units, the rental income will be less. With less income, the landlord may not be able to make the mortgage payments. The lender may foreclose on the complex. If this happens, you may lose all or part of your entrance fee.</p>
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<p><b>Reserve Fund For Major Repairs and Replacement of Assets:</b> <i>(Insert if landlord is a non-profit corporation)</i></p>	<p>Under <i>The Life Leases Act</i>, the landlord must set up a reserve to pay for unforeseen major repairs and replacement of roofs, heating systems and other major components.</p> <p><i>(Insert one of the following as applicable to your complex.)</i></p> <ol style="list-style-type: none"> <li>1. The landlord will set up this fund by the date you receive notice of the second annual meeting;</li> <li>2. The landlord has a reserve fund. The amount in the reserve fund as of _____ <i>(Insert date)</i> is \$_____.</li> </ol>
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<p><b>Annual Meeting:</b></p>	<p>The landlord must hold annual meetings with the tenants. The landlord must hold the first annual meeting within 16 months of the Occupancy Date of the complex. After that, the landlord must hold a meeting within 6 months of the landlord's fiscal year end. The landlord must give you written notice of the annual meeting. The notice will include information on any refund fund and, if the landlord is a non-profit corporation, any reserve fund the landlord maintains for the complex. Also, if your rent is based on a share of the costs of the complex, the landlord will provide information about revenue and expenditures of the complex. At the meeting, you can comment on the information the landlord provides and the operation of the complex.</p>
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<p><b>Rent Increases:</b> <i>(Insert if the landlord is a non-profit corporation)</i></p>	<p>Since your landlord is a non-profit corporation, the rents usually have to cover all of the complex's costs. The landlord may raise or lower your rent each year if:</p> <ul style="list-style-type: none"> <li>● the costs for things like utilities, property taxes, maintenance and insurance go up or down;</li> <li>● the landlord has to make repairs that cannot be paid for out of any reserve fund e.g. replace the roof or the heating system;</li> <li>● there are vacant units where the landlord is not collecting any rent;</li> <li>● the landlord increases or decreases the amount of money being put into a refund fund or a reserve fund.</li> </ul> <p>Non-profit life lease complexes are not subject to rent regulation or the annual rent increase guideline under <i>The Residential Tenancies Act</i>. However, if the landlord increases the rent, you may ask the Residential Tenancies Branch to review and determine the rent.</p>
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<p><b>Rent Increases:</b> <i>(Insert if the landlord is not a non-profit corporation)</i></p>	<p>Under <i>The Residential Tenancies Act</i>, your landlord can increase your rent once a year. The annual rent increase guideline applies/does not apply to the rental unit. <i>(If the rental unit is exempt from the guideline, state reason.)</i></p>
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