

# COKELY MANOR OCCUPANCY AGREEMENT

**Operator:** Cokely Manor  
**Location:** 266A Moilliet Street,  
Parksville  
British Columbia  
V9P 1M9

**Tenant (s):** \_\_\_\_\_

**Suite Number:** \_\_\_\_\_

## TERMS OF THE AGREEMENT

Occupancy will be on a month by month basis. Should the Tenant wish to vacate the premises, the Operator will require one full calendar month's notice. The notice must be in writing, on or before the last day of the preceding month. There will be no reduction in the monthly rental fee even in the event of hospitalization or extended vacation. The monthly fee is due on the first of the month, to be paid by direct debit.

**Tenancy to commence on the \_\_\_\_\_ day of \_\_\_\_\_,**

**20\_\_\_\_.**

## **Rental Fee Subsidy**

You are responsible for a portion of the total monthly rent. The balance will be paid by BC Housing and VIHA. You are required to pay 70% of your last year's income after taxes, and is paid monthly to the Operator. Couples are charged 70% of their combined income after taxes. If the eligible spouse is no longer able to live in the setting, this fee is recalculated based on 70% of the remaining tenant's after tax income.

**At the date of signing this Agreement, your portion of the monthly fee is \$\_\_\_\_\_.**

## **CONDITIONS OF RESIDENCY**

The Tenant agrees to abide by the rules, regulations, policies and principles as they now exist for the operation and management of Cokely Manor, and any reasonable amendments to the above as may be subsequently adopted.

### **Smoking:**

In order to maintain a clean, smoke free and safe environment for Tenants and staff, **there will be no smoking in any area of the Building.** This includes all suites and common property. Smoking is **NOT** permitted on your patio or the grounds.

**Smoking in suites is grounds for eviction. \_\_\_\_\_INIT**

### **Indoor motorized chairs and scooters:**

We do not allow motorized chairs or scooter for indoor use at Cokely Manor. Should a resident decide to acquire an outdoor scooter they must be assessed by an Occupational Therapist arranged for by VIHA, prior to using the scooter at Cokely Manor.

### **Pet Policy:**

**With the prior written approval** of the Manager of Cokely Manor, Tenants may have one pet only. The Tenant will ensure the pet does not disturb other Tenants in any way.

All pets residing at Cokely Manor are required to have a Health Certificate provided by a licensed veterinarian upon their arrival, certifying good

health and freedom from parasites. The Tenant will be responsible for any and all damage that may be caused by the pet. The family or responsible person must remove the animal from Cokely Manor in the event of the Tenant's hospitalization or admission to a complex care setting.

A non-interest bearing damage deposit of \$100.00 is required.

**Tenant's Risk and Liability for Property Damage: \_\_\_\_\_INIT**

The Tenant is to obtain his/her own insurance (including but not limited to fire, smoke, water damage and third party liability) to cover loss, or theft of personal property, or any other risk for which the Tenant may from time to time become financially liable. The Tenant may be asked to compensate the Operator for acts, whether deliberate or accidental, that result in loss of or damage to property of the Operator.

You agree to maintain your suite in a clean and orderly condition.

You and any guests you may have, agree to maintain a reasonable noise level so as not to disturb or cause nuisance to other residents.

You understand that by living in an environment that allows you to make choices about your lifestyle and activities, and allow you to refuse support or services, you may place yourself at risk. You acknowledge and agree to accept the risks associated with the residential nature of living in your own suite and having a choice of lifestyle.

You acknowledge the Operator does not offer constant supervision or observation of the Tenant in the Building, on the grounds or while participating in activities away from the Manor.

You may leave the Manor at any time, but the Operator will not be responsible for any risk, liability, obligations or expenses which you incur while away from the Manor.

You agree to notify the Manor in advance of an extended absence.

**Decorations and Alterations:**

The Tenant will make no structural or physical changes to the suite unless approved in writing by the Operator. Any such alterations will become the property of the Operator.

**Keys:**

The Tenant will not change any lock or add a locking device to the suite without the prior written consent of the Operator. The Tenant will not have extra keys made for any lock in the Manor. Extra keys may be requested in writing with the expectation to return the keys upon departure.

### **Access to Suite:**

The staff of Cokely Manor or appointed Contractor may enter the suite at reasonable times and for reasonable purposes, including inspection, maintenance and housekeeping services. Every effort will be made to notify the Tenant that an employee or contractor will enter or has entered the suite for non-routine events.

### **Temporary Absences and/or Moves to a Different Suite:**

In the event a resident is absent from the Manor for an extended period of time, there is no reduction in the Total Monthly Fees. Under no circumstance shall the suite be sublet during the Tenant's absence.

A resident who requests a change from one suite to another within Cokely Manor will be responsible for all charges related to the move, including cleaning and detailing of the suite they currently occupy as well as any other charges that arise from the move.

## **SERVICES INCLUDED IN MONTHLY FEES**

The following services are included in the monthly rental fees:

- Basic utilities including electricity and hot water and **excluding telephone** (see 1 below)
- Weekly light housekeeping, includes vacuuming, dusting, cleaning of bathroom and kitchen area
- Two meals per day (room service available at additional cost)
- Weekly flat linen (bedding and towels) laundry
- Access to transportation for scheduled outings and basic activities program (some fees will apply for some activities and outings, concerts, exhibitions, etc.)
- Suite finishes including refrigerator, micro-wave oven window coverings and carpets.
- Cable television with one outlet (see 2 below)

- Use of common areas including laundry facilities, library, craft room, gardens, lounge and Bistro.
- 1. Telephone jacks are provided in each suite. A Tenant who requires his/her own telephone or other special utility service, must make his/her own arrangements for installation, payment, service, and removal. The Operator does not accept responsibility for any charges. Any telephone or access number must be given to the Operator
- 2. Basic cable television service is available in each suite for a \$35.00 monthly charge. Tenants who wish to upgrade the service must make their own arrangements for installation, payment, service and removal. The Operator does not accept any responsibility for any charges.
- 3. A Hydro surcharge of \$18.00 per month is also part of the monthly charge.

## **PAYMENT FOR SERVICES**

- Monthly fees are due and payable on the first day of each month whether billed or not. All other charges incurred by or on behalf of the Tenant are due and payable within 15 days of billing.
- Interest will be charged on amounts overdue at the rate of 2% per month.
- Service charges for NSF cheques received by the Operator will be \$30.00.
- On reserving a suite prior to Move In, a pre-payment fee (security deposit) shall be paid to the Operator at the time of booking to hold the suite. The security deposit will become the damage deposit when the Tenant moves into the suite.

## **SECURITY DEPOSIT**

**The Operator requires a security deposit of \$500.00.**

This is payable upon signing this Agreement. The deposit will be held in trust in a non-interest bearing account for the duration of the Tenant's stay in the building. The deposit will be refunded within 15 days of vacating the suite.

Any costs incurred for damage caused by the Tenant or guests will be deducted from the security deposit, regardless of tenancy duration. These items include, but are not limited to:

If the Tenant occupies for less than one year:

- Touch up painting
- Carpet cleaning
- Cleaning and detailing the suite

If the Tenant occupies the suite for more than one year:

- Carpet cleaning
- Cleaning and detailing the suite
- Painting

The Operator also reserves the right to charge back any costs incurred due to damage caused by the Resident's pet, regardless of tenancy duration.

A walk-through will be conducted by the Manager and the Resident (or their representative) both prior to moving in and upon departure.

**Tenant's Damage Deposit:** \_\_\_\_\_ **INIT**



## **TERMINATION OF AGREEMENT**

The Tenant may terminate this agreement at any time and for any reason by giving in writing one calendar month's notice. The Tenant may vacate the suite at any time prior to the expiration of the notice period, but will continue to be financially responsible for the suite for the entire notice period.

**The Operator reserves the right to terminate this Agreement at any time if the Tenant is unwilling or unable to fulfill his/her obligations under this Agreement.**

- **If the Tenant is engaging in behavior which is a threat to his/her own mental or physical health or safety, or to the mental and physical health or safety of others in the Building, the termination notice may be less than a calendar month.**
- **If the Tenant or their guests fails to comply with the rules and regulations of the Building termination notice may be less than a calendar month.**
- **If the Tenant is no longer able to make decisions or direct care on their own behalf.**
- **If the Operator and or/the Health Authority finds that due to increased care needs that cannot be met by the Assisted Living program, the Operator will have the final determination as to whether or not the assistance services being provided are adequate for the care and safety of the Tenant.**
- **A deceased Tenant will be deemed to have given notice on the day of death.**

## **COUNSELING FOR TERMINATION OF RESIDENCY**

Counseling for termination of residency is a process where the Tenant and/or their responsible person and the Health Authority are apprised of concerns and noticed changes in the Tenant. When a Tenant develops care needs beyond the scope of the current Personal Services Plan, the Operator will identify the problem, provide possible solutions, increase staff interventions, inform the Health Authority, and recommend alternate options for care. A new Personal Services Plan will be developed to meet the needs identified.

## **VACATING THE SUITE**

When this agreement terminates, you or your estate will vacate your suite, remove all of your belongings, and return the keys to the Operator. Until this happens, the monthly rent continues to be payable. If a suite has not been vacated within thirty (30) days following termination of the Agreement, the Operator may remove any of your remaining belongings and store them at either your or your estate's expense.

**In consideration of the content of this Agreement, and attached Tenant's Handbook, the Tenant and Operator accept the terms and conditions as set out above.**

**Tenant Name:** \_\_\_\_\_

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

### **Signatures:**

**On behalf of the Tenant:** \_\_\_\_\_

**On behalf of the Operator:** \_\_\_\_\_

**Date security deposit received:** \_\_\_\_\_



**Cokely Manor Resident Admitting Information**

To: Finance Office

Name: \_\_\_\_\_

Room # \_\_\_\_\_

Date of admission: \_\_\_\_\_

Attach signed form for Pre-Authorized Debit to pay rent, total to include rent, \$18 hydro, and \$35 cable.

Start Pre-Authorized Debit to account effective month/year:  
\_\_\_\_\_ Manual cheque attached for first month

Attach cheque for first month's rent (including hydro & cable) and damage deposit of \$500.00

Contact information: (Primary)

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone number: Home \_\_\_\_\_ Work: \_\_\_\_\_

Cell \_\_\_\_\_

Address: \_\_\_\_\_

Contact information: (Secondary)

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone number: Home \_\_\_\_\_ Work: \_\_\_\_\_

Cell \_\_\_\_\_

Address: \_\_\_\_\_

Cokely Authorization:     Karen Fredlund    

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



# Arrowsmith Lodge & Cokely Manor

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266 Moilliet Street, Parksville, BC V9P 1M9

Phone: 1.250.248.4331

Fax: 1.250.248.4813

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Location (check one): Arrowsmith Lodge \_\_\_\_\_ Cokely Manor \_\_\_\_\_

Room or Suite Number \_\_\_\_\_

Name of Resident \_\_\_\_\_

I do not want Cable TV; please disconnect.

(Signature) \_\_\_\_\_

Please consider my election not to receive Cable TV as authority to change my PAD (pre-authorized debit) without the deduction for Cable TV.

I elect to receive Cable TV for \$35.00 per month.

(Signature) \_\_\_\_\_

Please consider my election to receive Cable TV as authority to change my PAD (pre-authorized debit) and deduct this amount from my bank account.

Reminder: Please return this form to Erin Slawson in the finance office.

Cable service will be disconnected to all rooms/suites whereby a form has not been received.

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## PAYOR'S AUTHORIZATION FOR PRE-AUTHORIZED DEBITS FOR PAYMENT FOR SERVICES AT COKELY MANOR

1. Payor's Name and Address – please print

I/We warrant and represent that the following information is accurate.

Mr, Mrs, Ms, Miss	Surname	First Name
Street		
Town	Postal Code	Phone Number

Name of Payor's Financial Institution (the "Processing Institution")		
Street		
Town	Postal Code	Account Number

I/We have attached a specimen cheque marked "VOID" to this payor authorization (the "Authorization").

I/We will inform the Payee, in writing, of any change in the information provided in this section of the Authorization prior to the next due date of the PAD.

2. Payee's Name and Address – please print

Name of Payee (the "Payee") ARROWSMITH REST HOME SOCIETY		
Street 266 MOILLIET STREET		
Town PARKSVILLE, BC	Postal Code V9P 1M9	Telephone Number 250-248-4331

3. I/We acknowledge that the Authorization is provided for the benefit of the Payee and the Processing Institution and is provided to process payments through my/our account per this Authorization (the "Account") in accordance with the Rules of the Canadian Payments Association.

4. I/We warrant and guarantee that all persons whose signatures are required to authorize withdrawals from the Account have signed the Authorization below.

5. I/We hereby authorize the Payee to issue Pre-Authorized Debits (as defined in Rule H4 of the Rules of the Canadian Payments Association) (the "PAD") drawn on the Account, for the following purpose:

Rental Fees, Cable TV Fees, Hydro, & Recreation Enhancement Fees (as applicable)

6. I/We may cancel the Authorization at any time upon providing written notice to the Payee.

7. I/We acknowledge that provision and delivery of the Authorization to the Payee constitutes delivery by me/us to the Processing Institution. Any delivery of the Authorization to the Payee, regardless of the method of delivery, constitutes delivery by me/us.

8. The Payee will provide to me/us, at the address provided in Section 1:
- a) with respect to fixed amount PADs, written notice of the amount to be debited (the "Payment Amount") and the date(s) on which the Payment Amount debited will be charged to my/our Account (the "Payment Date"), at least 10 calendar days before the Payment Date of the first PAD, and such notice shall be provided every time there is a change in the Payment Amount or the Payment Date(s);
  - b) with respect to variable amount PADs, written notice of the Payment Amount and the Payment Date(s), at least 10 calendar days before the Payment Date of every PAD; and
  - c) with respect to a PAD plan that provides for the issuance of a PAD in response to a direct action of mine/ours (such as, but not limited to, a telephone instruction) requesting the Payee to issue a PAD in full or partial payment of a billing received by me/us for a payment obligation that meets the requirements of Section 2 or Rule H4, no notice is required.
9. The Payee may issue a PAD Monthly in a dollar amount up to a maximum of \$\_\_\_\_\_.
10. I/We acknowledge that the Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of the Authorization including, but not limited to, the amount, or that any purpose of payment for which the PAD was issued has been fulfilled by the Payee as a condition to honouring a PAD issued by the Payee on the Account.
11. Revocation of the Authorization does not terminate any contract for goods or services that exists between me/us and the Payee. The Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.
12. I/We may dispute a PAD only under the following conditions:
- (i) the PAD was not drawn in accordance with the Authorization;
  - (ii) the Authorization was revoked; or
  - (iii) pre-notification, as required under Section 8 was not received.
- I/We acknowledge that in order to be reimbursed a declaration to the effect that either (i), (ii) or (iii) took place, must be completed and presented to the branch of the Processing Institution holding the Account up to and including 90 calendar days after the date on which the PAD in dispute was posted to the Account.
- I/We acknowledge that when disputing any PAD beyond the time allowed in this section, it is a matter to be resolved solely between me/us and the Payee, outside the payment system.
13. I/We agree that the information contained in the Authorization may be disclosed to Royal Bank of Canada as required to complete any PAD transaction.
14. I/We agree to pay a fee of \$30.00 for each transaction that is refused by the Processing Institution for insufficient funds (NSF).
15. I/We understand and accept the terms of participating in this PAD plan.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ARROWSMITH HEALTH CARE (2011) SOCIETY  
COKELY MANOR  
266A MOILLIET STREET  
PARKSVILLE, BRITISH COLUMBIA  
V9P 1M9

**PAYOR'S NOTIFICATION OF  
PRE-AUTHORIZED DEBITS**

Date:

Payor's Name and Address

NAME		
ADDRESS		
CITY	POSTAL CODE	PHONE

This notification is being issued in accordance with section 8, paragraph (a) of your **PAYOR'S AUTHORIZATION FOR PRE-AUTHORIZED DEBITS FOR PAYMENT FOR SERVICES AT COKELY MANOR.**

The following fixed rates will be charged to your account under the Authorization commencing on the 1<sup>st</sup> day of \_\_\_\_\_ and then on the 1<sup>st</sup> day of each month thereafter while the Authorization is in effect. The specific day in the month that the charge will appear on your bank statement may vary from month to month due to non-banking days and other processing causes.

As Per Ministry of Health, fixed monthly Resident Rate is set at \_\_\_\_\_.

The charge each month is based on the fixed monthly rate, as above, plus \$35.00 for Group Cablevision and \$18.00 for Hydro.

Your charge each month is \$ \_\_\_\_\_.

**No further Invoicing or notification will be provided until changes are required.**

**NANAIMO LIFELINE PROGRAM  
CLIENT INFORMATION FORM**

202-1801 Bowen Road, Nanaimo BC V9S 1H1  
Phone: 250-739-5770 Parksville/Qualicum (Toll Free) 250-947-8213

Web: [www.bclifeline.com/nanaimo](http://www.bclifeline.com/nanaimo) Email: [Lifeline.Nanaimo@viha.ca](mailto:Lifeline.Nanaimo@viha.ca)

Fax: (250) 755-7947

CLIENT ACTIVATION DATE: \_\_\_\_\_ Lifeline Unit # \_\_\_\_\_

CLIENT DEACTIVATION DATE: \_\_\_\_\_ REASON: \_\_\_\_\_

FRIST NAME: \_\_\_\_\_

LAST NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

PHONE #: \_\_\_\_\_ ROOM #: \_\_\_\_\_

MEDICAL CONDTION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PHYSICIAN: \_\_\_\_\_

ADDITIONAL INFORMATION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CONTACT PHONE NUMBERS:

\_\_\_\_\_  
\_\_\_\_\_

FACILITY ADDRESS:

Cokely Manor  
266 A Moilliet Street  
Parksville BC  
V9P 1M9  
250-947-9777



# 629814BC Ltd (NANAIMO LIFELINE PROGRAM)

202-1801 Bowen Road, Nanaimo BC V9S 1H1  
Phone: 250-739-5770 or 250-947-8213 Fax: 250-755-7947; Email: [Lifeline.Nanaimo@viha.ca](mailto:Lifeline.Nanaimo@viha.ca)

## MONITORING AGREEMENT for MULTI USE FACILITIES AND THEIR RESIDENTS

This MONITORING AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

By and between 629814BC Ltd operating under the name of **NANAIMO LIFELINE PROGRAM**, hereinafter referred to as "**PROVIDER**"; **Cokely Manor** hereinafter referred to as "**CLIENT**".

And \_\_\_\_\_ A Resident of Cokely Manor, herein after referred to as '**RESIDENT**', of \_\_\_\_\_

The Provider, Client and Resident for and in the consideration of the mutual covenants and agreements hereinafter set forth, hereby contract and agree as follows:

1. The Client and Resident are advised that changes or upgrades may be advisable due to current and future technology. This advice shall include but not be limited to the use of multiple telephones, cordless phones, answering machines, computer modems and fax machines. As far as the Provider is able, the Client will be advised of technology that may lessen interference risks of the above listed and any other piece of communication technology in use in any Resident's unit of the Client's facility.
2. The Client and Resident understand that the purpose of the Lifeline equipment (hereafter the unit) is to transmit to the Emergency Response Centre (ERC) signals that may indicate the presence of an emergency at the location of the unit. The Resident agrees not to use the unit to transmit signals that are not reasonably needed. The ERC staff agrees that it will use reasonable effort to monitor incoming signals and that it will use reasonable effort to notify one of the persons named by the Client and/or Resident of any incoming signals from the Client.
3. The Resident shall be contacted by the staff at the ERC in response to incoming signals from a Resident. The Client and/or Resident expects persons he/she has designated, hereinafter referred to as 'Responders', to contact or check on Client after notification by the ERC staff that a signal has been received from the Resident's unit. The ERC staff will then endeavour to contact by telephone the responders designated. In the event that the first-named responder cannot be contacted by phone within a reasonable period of time, the ERC staff will call the other named responders in order of precedence until contact is either made or the list of responders is exhausted. The Provider assumes no responsibility whatsoever under this agreement other than that the ERC staff will use reasonable efforts to contact one of the responders designated by the Client and/or Resident. If a responder cannot be reached after reasonable effort the ERC staff may, at its discretion, request the dispatch of law enforcement or emergency medical personnel.
4. The Client acknowledges consent for any persons dispatched by the ERC staff to the Client's facility, which may include, but not be limited to, responders, law enforcement officers or emergency services personnel, to enter the Client's facility at the current address shown on the Client's information data, with force, if necessary. Further the Client and Resident relieve and release the Provider and any persons dispatched by the ERC staff from any and all liability for injury or damages done to the premises in making such an entry.
5. The Client will be liable and responsible for the payment of any expenses or costs incurred by any person responding to a call from the ERC staff occasioned by an incoming signal from the equipment, however caused.
6. The Provider shall not be liable nor responsible for the failure of the unit to make prompt contact with the ERC nor the promptness, sufficiency or adequacy of the actions of any response personnel, which the Provider may notify in the exercise of its discretion.
7. The Client acknowledges that by entering into this agreement the Provider is undertaking to perform a service in the public interest at a minimal charge to the Client. In view of such minimal charge the Provider cannot assume any liability or responsibility for any damage, injury or death which may be caused by any failure of the unit or any failure in the performance of any services hereunder, and the Client hereby agrees to indemnify,

hold harmless and defend the Provider and its directors, officers, employees, members, trustees, agents and servants against all claims, suits, losses, damages and costs, including but not limited to court costs and reasonable attorney's fees, on account of any injury or damage, including death, incurred by Client or anyone else as a result of the failure of any equipment or any failure in the performance of service under this Agreement. In the event that liability is found, the extent of liability shall be limited to the amount of fees paid to the Provider for services to which the liability is attributable.

8. This Agreement shall constitute the entire agreement between the Client and the Provider with respect to the equipment regardless of inconsistent or additional terms and conditions in the Client's purchase orders or other documents submitted by the Client to the Provider.
9. This Agreement is not assignable by the Client, but may be assigned by the Provider. Any attempt by the Client to transfer by any means of the rights, duties or obligations of this Agreement shall be of no force or effect.
10. The Client upon notice may terminate this Agreement. The Provider, on thirty-(30) days written notice may terminate this Agreement in case of any default on the part of the Client.
11. The Resident hereby gives permission for the Nanaimo Lifeline Program to maintain personal information on the Resident in written and/or electronic form for the purposes of the service offered and may continue to store such information for the time period required for legal or historical records.
12. The Nanaimo Lifeline Program shall not use or disclose any personal information for purposes other than those for which it has been collected, except with the consent of the individual from whom such personal information is collected or as required by law.
13. The resident understands that the Nanaimo Lifeline Program is owned by the Nanaimo & District Hospital Foundation and that the resident shall be included on the mailing list for newsletters and other information regarding the work of the Foundation.
14. The Resident gives permission to the Provider to contact and share information, on a 'Need to Know' basis, with a member of the staff of the Cokely Manor facility and/or an appropriate health care professional and for the Cokely Manor staff person; and/or the health care professional to share information with the Provider. Health care professionals may include, but not be limited to, physician, continuing care nurse, and hospital social worker.
15. The resident hereby gives permission for BC Ambulance personnel to share information with the monitoring centre or Provider and/or the Cokely Manor facility staff pertinent to the outcome of a call from the Provider monitoring centre staff, in response to a request for assistance from the client's home communicator and/or the client.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement. The Provider shall keep on file the original and shall provide the Client with a duplicate photocopy, this the day and year first above written.**

\_\_\_\_\_  
Nanaimo Lifeline Program Representative

\_\_\_\_\_  
Cokely Manor Representative

\_\_\_\_\_  
Resident