



## Residency Agreements

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The Assisted Living Regulation requires operators to develop a residency agreement with each resident in assisted living (in **Section 31** and **Schedule C**).



### Why do we need a residency agreement with each resident?

The residency agreement sets out the expectations of the operator and resident, including the operator's responsibilities, services provided to the resident, rules of the residence, fees payable, and resident's rights. As it is a contract, it is developed with the resident and must be signed by the operator and the resident.

A copy of the signed residency agreement must be given to the resident, along with written information about how to contact the Assisted Living Registrar to make a complaint.

## **What must be included in a residency agreement?**

Schedule C of the Assisted Living Regulation outlines the information that the residency agreement must include:

- Contact information for the operator, manager, and resident's contact person
- Date the residency agreement is made and date when resident moved in
- Responsibilities of the operator and staff, including what the resident will receive as hospitality services, assisted living services and dietary accommodations; if any
- The level and type of training, experience, skills and qualifications of employees who provide assisted living services
- Rules of the residence
- Any electronic surveillance or tracking used at the residence
- Rights of the resident
- Responsibilities of the resident, including expectations about their conduct
- Whether anyone living in the residence is not an assisted living resident and if so, whether they have access to the common areas of the residence
- The circumstances and criteria that will guide a decision related to ending the resident's residency
- Costs, fees and conditions for changing costs, optional services and fees
- Circumstances in which a residency agreement could be changed, procedures for a change, and which changes can be made without the consent of the resident.

In addition, in the supportive recovery class, a residency agreement must also include:

- The service model or approach followed at this residence
- Restrictions, if any, on furniture, equipment and personal property that residents may bring into the residence
- Visits and communication with non-residents, including any limits on communication with electronic devices
- Types of medication that are not permitted on the premises, if any. Note that medical cannabis is included in the definition of a medication.

## **Is a residency agreement the same as a tenancy agreement?**

No, they are not the same. A tenancy agreement is an agreement between a landlord and tenant and is made under the *Residential Tenancy Act*. If an assisted living operator also provides independent living, the operator will need to have a tenancy agreement with those persons living in the independent living section of the building.

Assisted living residents are not considered “tenants” and therefore operators are required to develop a residency agreement – rather than a tenancy agreement – with each assisted living resident who receives assisted living services.

## **If we add any new assisted living services to our service model, do we need to update residency agreements with all residents?**

Yes. Each person’s residency agreement must have all the information in Schedule C of the Assisted Living Regulation, which includes the assisted living services provided by the operator. If a residency agreement does not include all that information, it must be updated.