



Property Value Protection Program

Guide for Completing a Claim for Loss of Rental Income Under the Simplified Route



Introduction

The Port Hope Area Initiative (PHAI) represents the Government of Canada's commitment to respond to community-recommended solutions for the cleanup and local, long-term, safe management of historic low-level radioactive waste in the municipalities of Port Hope and Clarington.

The Property Value Protection (PVP) Program is an integral part of the Legal Agreement between the Government of Canada and the two municipalities that defines the framework and sets out the responsibilities for the PHAI's two projects, the Port Hope Project and the Port Granby Project. The PVP Program offers compensation to eligible property owners within the designated PVP Zone (see map on page 7) if they experience:

- Diminution (loss) of value on the sale of a property
- Loss of rental income
- Mortgage renewal difficulty

Before you start

This guide will help you complete the Loss of Rental Income – Simplified Route claim form for the PVP Program. It provides step-by-step instructions to assist you in providing the information required to file your PVP claim.

You may use the Simplified Route to file a claim for PVP compensation if a PVP Compensation Framework indicates that your property may have been affected by the PHAI.

If your property is not within an area identified in a PVP Compensation Framework or if you are claiming more than the Maximum Compensation Amount available under the Simplified Route, you must use the Standard Route. The Standard Route requires you to provide evidence demonstrating that the property (rental unit) suffered a loss of rental income as a result of the PHAI. However, to date, the PVP Program has not found any evidence supporting a loss of rental income outside the areas defined in the PVP Compensation Frameworks or greater than that shown in the PVP Rules Program Schedule D – Loss of Rental Income Simplified Route Evidentiary Requirements.

It is important that you use the applicable guide for the type of claim you are filing. **This guide is for Loss of Rental Income – Simplified Route.** There are also guides for:

Loss on Sale – Standard Route

Loss on Sale – Simplified Route

Loss of Rental Income – Standard Route

Mortgage Renewal Difficulty – Standard Route

If you require a different guide or need assistance with your claim, please contact PVP Program staff:

- In person at the PVP Program Office, 25 Henderson Street, Port Hope, Ontario, between 8:30 a.m. and 4:30 p.m.
- By mail at PVP Program Office, 25 Henderson Street, Port Hope, ON, Canada L1A 0C6
- By phone at 905.885.0291
- By email at pvpprogram@cnl.ca

Please note: Claims for loss of rental income submitted under the Simplified Route must be filed within 40 business days following the period in which the annual loss was experienced.



Completing the Loss of Rental Income Claim Form – Simplified Route

The claim form has three sections:

Section 1 – Owner and (Rental Unit) Property Information

Section 2 – Eligibility and Administrative Criteria

Section 3 – Simplified Route Claim Criteria

The following instructions will help you – as the property owner – fill in the information for each section. It also provides guidance on what type of additional information the PVP Program requires.

Section 1 – Owner and (Rental Unit) Property Information

Property Address

The address of the rental property for which you are filing the claim

Street Number and Name

The physical address of the rental property, including any secondary address and “Also Known As” addresses

Postal Code

The postal code for the rental property

Civic Address (911 Emergency Address)

If applicable; usually used for properties in rural areas

Lot Number, Sub Lot Part, Concession

This information can be found on your property survey or on your Municipal Property Assessment Corporation (MPAC) Property Assessment Notice as shown below:

Roll number	12 34 567 899 12345 1234
Property location and description	200 SOME STREET CON LP PT LOTS 9, 10 & 11 ALL LOTS 12, 13 & 14 IRREG
Municipality/Local taxing authority	ANY TOWNSHIP

Municipality

Port Hope or Clarington

Ward

For Port Hope properties only: Ward 1 or Ward 2



Date of Lease/Rental Agreement

Provide the date of lease/rental agreement as found on the agreement (see example below).

Sample Rental Agreement

1. Parties
The parties to this Agreement are _____ hereinafter called "Landlord," and _____ hereinafter called "Tenant." If Landlord is the agent of the owner of said property, the owner's name and address is: _____

2. Property
Landlord hereby lets the following property to Tenant for the term of this Agreement:
(a) the real property known as: _____
_____ and
(b) the following furniture and appliances on said property: _____

3. Term
This agreement shall run: _____
(a) for the period of _____ to _____, or _____
(b) month-to month.

4. Rent
The monthly rental for said property shall be \$_____, due and payable by check on the _____ day of each month.

5. Utilities
Landlord agrees to furnish the following services and/or utilities:
____ Electricity ____ Gas ____ Garbage Collection
____ Snow Removal ____ Water ____ Oil

6. Deposits
Tenant will pay the following deposits and/or fees: _____ to _____
This amount will be refunded (plus interest) within thirty days following the termination of the tenancy; unpaid rent, charges for damages beyond normal wear and tear, and costs for reasonable cleaning may be deducted.

In Addition It Is Agreed:

1. Tenants shall not lease, sublease, or assign the premises without the prior written consent of the Landlord (but this consent shall not be withheld unreasonably).
2. Landlord may enter the premises at reasonable times for the purposes of inspection, maintenance, or repair, and to show the premises to buyers or prospective tenants. In all instances, except those of emergency or abandonment, the Landlord shall give Tenant reasonable notice (at least one day) prior to such entry.
3. Tenant agrees to occupy the premises and shall keep the same in good condition, reasonable wear and tear excepted, and shall not make any alterations thereon without the written consent of the Landlord.
4. Landlord agrees not to use the premises in such a manner as to disturb the peace and quiet of other tenants in the building. Tenant further agrees not to maintain a public nuisance and not to conduct business or commercial activities on the premises.
5. Tenant shall, upon termination of this Agreement, vacate and return dwelling in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Tenant's control.
6. In a dispute between the Landlord and Tenant which gives rise to any action in court, the losing party will pay the court costs and reasonable attorney fees of the successful party.

7. Additional Terms: _____

We, the undersigned, agree to this Rental Agreement:
Landlord: _____ Tenant: _____

_____ Name	_____ Name
_____ Signature	_____ Signature
_____ Date	_____ Date

Date of Occupancy – Provide the date of occupancy as found on the lease/rental agreement (see example above).

E Indicate which Port Hope Area Initiative project had an impact on the rental of the property (rental unit).

Choose either the Port Hope Project or the Port Granby Project.

F Have you submitted a previous PVP Program claim relating to the property (rental unit)?

Choose Yes or No.



G Have any of the property owner(s) received other financial compensation from any other federal, provincial or municipal program as reimbursement, in whole or in part, for financial loss resulting from the Port Hope Area Initiative?

Choose Yes or No. If yes, fill in the other information related to the financial compensation.

Note: If financial compensation was previously awarded, the amount may be deducted from any PVP compensation awarded.

If the employer of any of the property owner(s) agreed to “buy-out” or “top up” the rental price of this property to a guaranteed amount as part of a relocation package this will be taken into consideration.

Section 3 – Simplified Route Claim Criteria

By choosing the Simplified Route, you are required to:

- A. Demonstrate the unaffected fair market rental value of the property**
- B. Establish that there has been a loss of rental income**
- C. State the amount of compensation you are requesting**
- D. Select an option for the timing for processing your claim**
- E. Provide the required documents**

When you file a claim for loss of rental income under the Simplified Route, you must demonstrate that the property suffered a loss of rental value. In addition, the property must be located in an area on a PVP Compensation Framework for which the PVP Program has recognized the potential for a financial impact greater than zero per cent. However, you do not have to demonstrate that the PHAI caused the loss or was the only cause.

A Demonstrate Unaffected Fair Market Rental Value

To demonstrate the unaffected fair market rental value of your property (rental unit), you are required to:

1. Identify the PHAI project event that affected the rental value of the property (rental unit) from the list included with the Loss of Rental Income – Simplified Route Claim Form.
2. a) Submit an appraisal estimating the rental value of the property (rental unit) on the first day of rental, as if unaffected by the PHAI. This appraisal must be completed in compliance with the *PVP Program’s Rules Schedule M - Appraisal Terms of Reference*. These requirements have been provided to local appraisal firms and are available from the PVP Program on request.

OR

- b) Choose to have the PVP Program commission an appraisal for the purposes of processing the claim.

B Establish Loss of Rental Income

Fill in the information related to your appraisal. If you have decided to have an appraisal commissioned by the PVP Program, the PVP Program will provide this information.

C Compensation Requested

Fill in the figures in the table as indicated.

D Timing for Processing the Claim

Choose one of the two options available to you for the process timing of your claim.



E Required Documents

Provide copies of the following documents in support of your claim:

- Copy of current tenancy agreement (lease)
- Notarized copy of current Transfer Deed of Land and associated Land Transfer Tax Affidavit (see documents below)
- One appraisal or your direction, as indicated above, to the PVP Program to commission an appraisal
- Copy of Articles of Incorporation and name of shareholders, if applicable
- Other information as reasonably requested by the PVP Program

The applicant(s) hereby apply to the Land Registrar:
LRO # 20 - Transfer Received as HV188 on 2006 06 15 at 10:15

Properties
 Unit: 0204 - 0204 LT Interest/Estate: Fee Simple
 Description: LT 48, PL 1361, HAMILTON
 Address: 00000 COLEWOOD CR HAMILTON

Consideration
 Consideration: \$ 259,000.00

Transferor(s)
 The transferor(s) hereby transfers the land to the transferee(s).
 Name: JONES, MARIANN JOYCE
 Address for Service: 123 Main St, Toronto, ON M5T 0A4
 I am at least 18 years of age.
 JONES, JOHN WILLIAM and I am spouses of one another and are both parties to this document.
 This document is not authorized under Power of Attorney by this party.
 Name: JONES, JOHN WILLIAM
 Address for Service: 123 Main St, Toronto, ON M5T 0A4
 I am at least 18 years of age.
 JONES, MARIANN JOYCE and I are spouses of one another and are both parties to this document.
 This document is not authorized under Power of Attorney by this party.

Transferee(s)

Capacity	Share
Name: SMITH, JOHN FRANKLIN Date of Birth: 1989-08-04 Address for Service: 8800 COLEWOOD CR HAMILTON, ON L8N 5R4	Joint Tenants
Name: SMITH, ELEANOR JOYCE Date of Birth: 1978-08-07 Address for Service: 00000 COLEWOOD CR HAMILTON, ON L8N 5R4	Joint Tenants

Signed By
 Paul P. Lawyer(TCO) acting for Transferor(s) Signed: 2006 06 15
 Paul P. Lawyer(TCO) acting for Transferee(s) Signed: 2006 06 15

Submitted By
 TRADING COMPANY ID: 2006 06 15

Fees/Paid
 Land Registrar Registration Fee: \$90.00
 Land Transfer Tax: \$2,350.00
 Total Paid: \$2,440.00

Ontario Ministry of Revenue
 Land Transfer Tax Affidavit
 Land Transfer Tax Act

Property Identifier No. _____

Declarations
 I am giving a clear mark within the square opposite the following paragraph(s) that describe(s) the capacity of the deponent:
 (a) the transferor named in the above-described conveyance;
 (b) the authorized agent or solicitor acting in this transaction for the transferor(s);
 (c) the President, Vice President, Secretary, Treasurer, Director or Manager authorized to act for the transferor(s);
 (d) a transferor and am making this affidavit on my own behalf and on behalf of (insert name of spouse);
 (e) the transferor or an officer authorized to act on behalf of the transferee company and no tax is payable on registration of this document.

The total consideration for this transaction is allocated as follows:
 (a) Money paid or to be paid in cash: \$ _____ of which must be paid in cash;
 (b) Mortgage: \$ _____ of which must be paid in cash;
 (c) Given back to transferor: \$ _____ of which must be paid in cash;
 (d) Property transferred in exchange for other property:
 (i) Value of land, building, fixture and goodwill subject to Land Transfer Tax: \$ _____ of which must be paid in cash;
 (ii) Value of all movable, incorporeal personal property: \$ _____ of which must be paid in cash;
 (iii) Other consideration for transaction not included in (i) or (ii) above: \$ _____ of which must be paid in cash;
 (e) Total Consideration: \$ 259,000.00

Notes:
 1. To be completed where the value of the consideration for the conveyance exceeds \$400,000.00.
 I have read and considered the definition of "single family residence" set out in subsection (1) of the Act. The land conveyed in the above-described conveyance:
 does not contain a single family residence or contains more than two single family residences;
 contains at least one and not more than two single family residences or
 contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration for the lands that the consideration for the single family residence is \$ _____ and the remainder of the lands are used for _____ purposes.
 Note: Subsection (1) also imposes an additional tax at the rate of one-half of one per cent upon the value of the consideration in excess of \$200,000.00 where the conveyance contains at least one and not more than two single family residences and (2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.

4. Is consideration in money, in the land subject to any encumbrance? Yes No

5. Other remarks and explanations, if necessary: _____

Notarized before me in the _____ day of _____, 2006. _____ Signature

A Commissioner for Taking Affidavits, etc.

Property Information Record
 A. Describe nature of instrument: _____
 B. (i) Address of property being conveyed or available: _____
 (ii) Assessment Roll No. (if available): _____
 C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed: _____
 D. (i) Registration number for last conveyance of property being conveyed or available: _____
 (ii) Full legal description of property conveyed: Same as (1) above. Yes No Not known
 E. Name(s) and address(es) of each transferor's solicitor: _____

For Land Registrar Office Use Only
 Registration No.: _____
 Registrable Date (Transferee Only): _____
 Land Registrar Office Use: _____

Acknowledgement and Required Signatures

By choosing to file your claim under the Simplified Route, you acknowledge that:

- You accept the evidence provided by the PVP Program regarding causation, diminution of value and PHAI project-related loss.
- You may not appeal or challenge PVP Program evidence or the outcome of your claim. Under certain circumstances, a request for reconsideration can be made; refer to the PVP Program Rules and Schedule D – Loss of Rental Income – Simplified Route Evidentiary Requirements for more information.

By submitting a claim, you also acknowledge that the following information may be made publicly available:

- Address of property (rental unit)
- PVP Program compensation amount
- Date compensation awarded
- The claim must be signed by all owners of the property.

By signing the Loss of Rental Income claim form, you and all parties certify that the information submitted is true to the best of your knowledge. You understand and agree that the claim will be processed in accordance with the requirements of the PVP Program, which include the PVP Program Rules.

