

HUMAN RIGHTS POLICY



made pursuant to the provisions of the **Residential Tenancies Act, 2006**, S.O. 2006, c.17 (the "R.T.A.") and the **Human Rights Code**, R.S.O. 1990, c. H.19 (the "Code")

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We at Elliot Lake Retirement Living (hereinafter the "Landlord") are committed to creating and maintaining an environment that is inclusive, diverse and free of discrimination and harassment. All Tenants, Prospective Tenants, Employees and Business Contacts present at the residential complex are expected to uphold and abide by this Policy, by refraining from any form of harassment or discrimination, and by cooperating fully in any investigation of a harassment or discrimination complaint pursuant to the Landlord's Internal Complaint Resolution Procedure.

The Landlord is also committed to providing accommodation for needs related to the grounds set out in the *Human Rights Code* ("Code"), unless to do so would cause undue hardship, as defined by the Code and Ontario Human Rights Commission's *Policy on Disability and the Duty to Accommodate*.

1. Anti-Harassment and Anti-Discrimination Policies and Procedures

Every person has the right to freedom from harassment and discrimination. Harassment and discrimination will not be tolerated, condoned or ignored by the Landlord.

1.01 Objectives

The objectives of this Policy are to:

- (a) Ensure that Tenants, Prospective Tenants, Employees and Business Contacts are aware that harassment and discrimination are unacceptable practices and are incompatible with the standards of this organization, as well as being a violation of the law.
- (b) Set out the types of behaviour that may be considered offensive and are prohibited by this Policy.

1.02 Application

The right to freedom from discrimination and harassment extends to all Tenants and Prospective Tenants. It is also unacceptable for Tenants to engage in harassment or discrimination when dealing with fellow Tenants, Employees and/or Business Contacts of the Landlord.

This Policy applies at every level of the organization and to every aspect of the Landlord/Tenant relationship, including the application process and the provision of services and facilities. It also applies in all areas of the residential complex, including in all common areas such as parking lots, laundry rooms, elevators and common recreational facilities.

1.03 Definitions

Business Contacts are those suppliers and service providers who do business with the Landlord and who provide services and supplies to the residential complex. This includes, but is not limited to, maintenance, snow removal, elevator service, and pest control.

Discrimination means any form of unequal treatment based on a Prohibited Ground, whether imposing extra burdens or denying benefits. It may be intentional or unintentional. It may involve direct actions that are discriminatory on their face, or it may involve rules, practices or procedures that appear neutral, but have the effect of disadvantaging certain groups of people. Discrimination may take obvious forms, or it may occur in very subtle ways. In any case, even if there are many factors affecting a decision or action, if discrimination is one factor, that is a violation of this Policy.

Harassment means a course of comments or actions that are known, or ought reasonably to be known, to be unwelcome. It can involve words or actions that are known or should be known to be offensive, embarrassing, humiliating, demeaning, or unwelcome, based on a ground of discrimination identified by this Policy. Harassment can occur on any of the prohibited grounds of discrimination. Examples of harassment would include:

- Epithets, remarks, jokes or innuendos related to an individual's race, sex, disability, sexual orientation, creed, age, or any other Prohibited Ground;
- Display or circulation of offensive materials;
- Comments ridiculing an individual because of characteristics, dress etc. that are related to a Prohibited Ground of discrimination

The fact that a person does not explicitly object to harassing behaviour, or appears to be going along with it does not mean that the behaviour is not harassing, and does not mean that it has been assented to.

Prohibited Grounds include race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, marital status, family status, sex and sexual orientation, disability, or the receipt of public assistance.

Prospective Tenants are those individuals who apply to rent a rental unit from the Landlord.

Services and Facilities are defined as per the R.T.A. and include parking lots, laundry rooms, elevators, common recreational facilities, and cleaning and maintenance services.

Sexual Harassment is a form of harassment that includes unwelcome sexual contact and remarks, leering, inappropriate staring, unwelcome demands for dates, requests for sexual favours and displays of sexually offensive pictures or graffiti.

Tenants are those individuals who pay rent in return for the right to occupy a rental unit and include the heirs, assigns, subtenants, and authorized occupants of the Tenant's Rental Unit.

1.04 Anti-Harassment and Anti-Discrimination Policies

This Policy prohibits discrimination or harassment on the basis of any Prohibited Ground or any combination of the Prohibited Grounds. This Policy also prohibits discrimination or harassment on the basis of any association or relationship with a person identified by one of the Prohibited Grounds or a perception that one of the above Prohibited Grounds applies to the Tenant or Prospective Tenant. In particular:

- (a) Every Prospective Tenant has the right to equal treatment with respect to the assessment of their application with the Landlord, without discrimination based on one or more of the Prohibited Grounds.
- (b) The Landlord will not discriminate against a sixteen or seventeen year old person who has withdrawn from parental control with respect to occupancy of and contracting for accommodation because the person is less than eighteen years old.
- (c) The Landlord may request credit references, rental history information, and authorization to conduct credit checks from a Prospective Tenant. If a Landlord requests the above information (credit reference, rental history, authorization for credit check), the Landlord may request income information from a Prospective Tenant. If a Landlord requests credit references, rental history, authorization to conduct credit checks, but only receives income information from the Prospective Tenant, the Landlord may consider the income information alone. The Landlord shall consider the income information together with other information requested and provided by a Prospective Tenant.
- (d) Every Tenant and Prospective Tenant has the right to equal treatment with respect to occupancy of accommodations with the Landlord, without discrimination, because of one or more Prohibited Grounds.
- (e) Every Tenant and Prospective Tenant has the right to freedom from harassment because of one or more Prohibited Grounds, including sexual harassment, by an employee or agent of the Landlord or by a fellow Tenant.
- (f) Every Tenant and Prospective Tenant has the right to freedom from harassment on the basis of any association or relationship with a person identified by one of the Prohibited Grounds.
- (g) Every Tenant and Prospective Tenant has the right to freedom from harassment on the basis of a perception that one of the above Prohibited Grounds applies to the Tenant or Prospective Tenant.
- (h) Every person has a right to claim and enforce their right to accommodation free of harassment and discrimination. No person shall be negatively treated for bringing forward a complaint, providing information related to a complaint, or assisting in the resolution of a complaint. It is a violation of this Policy to discipline or punish a person because he or she has brought forward a complaint; provided information related to a complaint; or otherwise been involved in the complaint resolution process.

2. Internal Complaint Resolution Procedures

Complainants are encouraged to explain to the person who is harassing or discriminating against them that the conduct is unwelcome, but are not obliged to do so.

2.01 Making a Formal Complaint

The Complainant may make a formal Complaint of discrimination or harassment.

Name: C. Amond Phone Number: 705-848-4911 ext. 531
Email: camond@elrl.ca Fax Number: 705-848-5322
Address: 289 Highway 108 North, Elliot Lake, Ontario P5A 2S9

Where possible, a Complaint should be made in writing and should include the following details: what happened (a description of the events or situation); when it happened (dates and times of the events or incidents); where it happened; and who saw it happen (the names of any witnesses, if any).

2.02 Procedure for Investigation of Complaints

The following steps will be taken in the investigation of a formal Complaint:

- The person receiving the Complaint will notify the person(s) complained against (“the Respondent(s)”) of the Complaint and provide the Respondent(s) with a copy of the written Complaint and/or a written summary of the verbal Complaint and a copy of this Policy.
- The Landlord will arrange for the investigation of every Complaint made, unless it is decided to dismiss the Complaint as outlined below. Depending on the circumstances, the Landlord may appoint an internal or external Investigator. The Investigator shall remain neutral throughout the investigation process.
- If it is necessary, the Complainant or the Respondent(s) will be placed on a paid leave of absence, moved to a different location within the organization, or be provided with alternative accommodations during the investigation process. The decision will be made on a case-by-case basis having regard to the principle that the Complainant will not be penalized for making the Complaint.
- The Complainant and Respondent(s) are entitled to seek representation of their choice, including legal counsel, during the investigation process, at their own expense.
- The Investigator is responsible for ensuring a thorough, fair and impartial investigation of the allegations in the Complaint. The Investigator will interview the Complainant, the Respondent(s), and relevant witnesses suggested by the Complainant or Respondent(s), as well as gather documents relevant to the matters in the Complaint.

- The Investigator will keep the Complainant and the Respondent(s) informed of the investigation throughout the process.
- The Investigator will, wherever possible, complete the investigation within ninety (90) days of receiving the assignment.
- At the conclusion of the investigation, the Investigator will prepare a preliminary written report summarizing the allegations and the investigation results, and will forward the report to the Landlord, the Complainant and the Respondent(s). All parties will have a period of two (2) weeks to respond to the preliminary written report, in writing.
- After reviewing the responses to the preliminary written report, the Investigator will finalize the report and provide the report to the Landlord, the Complainant and the Respondent(s).

Every person who believes he or she has experienced harassment or discrimination, as well as every person who has been notified of a Complaint against them, is advised to create and keep written notes about the events at issue, as well as maintain any relevant written documentation.

2.03 Dismissal of a Complaint

At any time during the investigation process or thereafter, the Landlord may in its discretion decide to dismiss a Complaint if:

- The situation can be resolved through voluntary mediation (offered at the Landlord's discretion);
- The Complaint does not relate to harassment or discrimination as defined in this Policy;
- The Complaint is obviously trivial, frivolous, vexatious or made in bad faith;
- The Complainant is pursuing other redress mechanisms as listed below;
- The Complaint is based on acts or omissions, or a series of incidents, the last of which occurred more than one (1) year before the receipt of the Complaint;
- The Complainant abandons the Complaint or fails to cooperate in resolving the Complaint; or
- The Complaint is anonymous and/or unsigned.

Prior to dismissing the Complaint, the Landlord shall provide written notice to the Complainant of their intention to dismiss the Complaint. The Complainant shall have two (2) weeks to respond to the Landlord's notice. The Landlord shall review the Complainant's response and determine whether or not to dismiss the Complaint.

2.04 Remedial Actions

If it is determined that this Policy has been violated, the Landlord shall determine the appropriate consequences for those person(s) who have been found to have violated the Policy. Remedial action may be imposed on the following individuals in the following circumstances:

- On Respondent(s) when a Complaint of harassment or discrimination has been substantiated;
- On a Complainant who brings forward a Complaint in bad faith or for vexatious reasons or who have knowingly or maliciously made a false accusation of harassment or discrimination;
- On any employee or agent of the Landlord if he/she was aware of the harassment or discrimination and permitted it to take place;
- On any employee or agent of the Landlord, or any Tenant, who retaliates against a Complainant for having invoked this Policy; and
- On any employee or agent of the Landlord, or any Tenant, who retaliates against any individual for having conducted, participated or co-operated in any investigation of a complaint under this Policy.

Remedies for violations of this Policy may include: an apology, counseling, training, a written reprimand, suspension (with or without pay), or, where warranted, termination of employment, notice of termination of a tenancy and, if necessary, an application to the Landlord and Tenant Board for an order terminating a tenancy and evicting the Tenant. In determining the appropriate consequences, the Landlord shall take into account the nature of the violation, its severity and whether the individual has previously violated the Policy.

Where a violation of the Policy is found, the Landlord shall also take any steps necessary to repair the effects of the discrimination or harassment on the Complainant, and to prevent any further recurrences of harassment or discrimination within the organization.

2.05 Confidentiality and Privacy

Investigators, advisors, mediators, and persons receiving Complaints will, to the extent possible, protect the confidentiality and privacy of persons involved in a Complaint, subject to the requirements of a fair investigation and resolution process. All documents related to a Complaint, including the written Complaint, witness statements, investigation notes and reports, and documents related to the Complaint, will be securely maintained by the Landlord.

2.06 Additional Recourse

Even when steps are being taken under this Policy, every person continues to have the right:

- (a) To file an application with the Human Rights Tribunal of Ontario (“HRTO”) within the time limits specified by that legislation, if the conduct complained of constitutes discrimination or harassment within the meaning of the *Code*.
- (b) To file an application with the Landlord and Tenant Board (the “Board”) within the time limits specified by that legislation, if the conduct complained of constitutes a breach under the R.T.A.

3. Accommodation Policies and Procedures

Accommodation will be provided in accordance with the principles of dignity, individualization, and inclusion. The Landlord will work cooperatively, and in a spirit of respect, with all partners in the accommodation process.

3.01 Objectives

The objectives of the Accommodation Policy and Procedure are to:

- (a) Ensure that all members of the organization are aware of their rights and responsibilities under the *Code* with respect to accommodation; and
- (b) Set out in writing the organization's procedures for accommodation and the responsibilities of each of the parties to the accommodation process.

3.02 Application

This Policy and Procedure applies to all Tenants and Prospective Tenants. This Policy applies at every level of the organization and to every aspect of the Landlord/Tenant relationship, including the application process and the provision of services and facilities. It also applies in all areas of the residential complex, including common areas such as parking lots, laundry rooms, elevators and common recreational facilities.

3.03 Requests for Accommodation

Tenants and Prospective Tenants who require accommodation are expected to take the initiative to inform the Landlord of the need for accommodation. A request for accommodation may be made verbally or in writing to:

Name: C. Amond Phone Number: 705-848-4911 ext. 531
Email: camond@elrl.ca Fax Number: 705-848-5322
Address: 289 Highway 108, North, Elliot Lake, Ontario P5A-2S9

Where possible, a Request for Accommodation should be made in writing, including details of:

- The *Code* ground with respect to which accommodation is being requested;
- The reason why accommodation is required, including enough information to confirm the existence of a need for accommodation; and
- The specific needs related to the *Code* ground.

All accommodation requests will be taken seriously by the Landlord. No person shall be penalized for making an accommodation request.

3.04 Provision of Further Information

The Landlord or the Landlord's representative may require further information related to the accommodation request, in the following circumstances:

- Where the accommodation request does not clearly indicate a need related to a *Code* ground;
- Where further information related to the Tenant or Prospective Tenant's limitations or restrictions is required in order to determine an appropriate accommodation;
- Where there is a demonstrable objective reason to question the legitimacy of the person's request for accommodation.

Where expert assistance is necessary in order to identify accommodation needs or potential solutions, the accommodation seeker is required to cooperate in obtaining that expert advice. Any costs associated with obtaining such expert advice will be borne by the Landlord.

Failure to respond to such requests for information may delay the provision of accommodation.

3.05 Privacy and Confidentiality

The Landlord will retain information related to:

- The Request for Accommodation;
- Any documentation provided by the accommodation seeker or by experts;
- Notes from any meetings;
- Any accommodation alternatives explored; and
- Any accommodations provided.

The Landlord will maintain the confidentiality of information related to a Request for Accommodation, and will only disclose this information to those persons who need the information or with the consent of the Tenant or Prospective Tenant.

3.06 Undue Hardship

Accommodation will be provided to the point of undue hardship, as defined by the Ontario Human Rights Commission's *Policy and Guidelines on Disability and the Duty to Accommodate*. A determination regarding undue hardship will be based on an assessment of costs, outside sources of funding, and health and safety. It will be based on objective evidence.

A determination that an accommodation will create undue hardship may only be made by the Landlord.

Where a determination is made that an accommodation would create undue hardship, the person requesting accommodation will be given written notice, including the reasons for the decision and the objective evidence relied upon. The accommodation seeker shall be informed of his or her recourse under the Landlord's Anti-Discrimination Policy and Procedure, and under the *Code*.

Where a determination has been made that an accommodation would cause undue hardship, the Landlord will proceed to implement the next best accommodation short of undue hardship, or will consider phasing in the requested accommodation.

4. Enquiries and Acknowledgement

4.01 Enquiries

Any Enquiries related to this Policy should be directed to:

Name: C. Amond

Phone Number: 705-848-4911 ext. 531

Email: camond@elrl.ca

Fax Number: 705-848-5322

Address: 289 Highway 108, North, Elliot Lake, Ontario P5A-2S9