



# REPORTING ONLY MEMBERSHIP APPLICATION

Are you an existing Member? **Yes**  **No**

**ALL fields with \* are mandatory**

**\*If yes please indicate when you first enrolled?** Date (yyyy / mm / dd) ,

**\*Company or \*Individual Name:**

**\*Trade Name** (if different from above)

**\*Company Contact First Name:**

**\*Last Name:**

**\* Email Address:**

**\*Unit No.** \_\_\_\_\_

**\*Street No:**

**\*Str. Name:**

**\*City:**

**\*Prov/State:**

**\*Country:**

**\*Postal/Zip Code:**

**\* Bus No.:**

**Cell No. :**

**Fax No.:**

**Home No:**

**Other:**

**W e b s i t e**

## **\* COMPLETE FOR COMPANIES ONLY**

**Company Structure: Incorporated:**

**Partnership:**

**Sole Proprietorship:**

**Business License No.:**

**How long have you been in business?**

## **ENTER YOUR RESPONSE**

**\*Do you own or manage Residential Properties:** **YES**  **NO**  **\*Total No. of Units:**

**\*Do you own or manage Commercial Properties:** **YES**  **NO**  **\*Total No. of Units:**

**\*Would you like to receive rental housing industry related services or products material?** **YES**  **NO**

**\*Would you like to receive periodic Rent Check News & Events?** **YES**  **NO**

## **HOW DID YOU HEAR ABOUT US?**

### **Offences For Providing False Information**

**(1) Under the Consumer Reporting Act C.33, s. 23 (1) Every person who,**

(a) knowingly, furnishes false information in any application under the Consumer Reporting Act or in any statement or return required to be furnished under this Act or the regulations;

(b) fails to comply with any order, direction or other requirement made under this Act; or

(c) contravenes any provision of this Act or the regulations, and every director or officer of a corporation who knowingly concurs in such furnishing, failure or contravention is guilty of an offence and on conviction is liable to a fine of not more than \$25,000 or to imprisonment for a term of not more than one year, or to both. R.S.O. 1990, c. C.33, s. 23 (1)

#### **Corporations**

**(2) Where a corporation is convicted of an offence under subsection (1), the maximum penalty that may be imposed upon the corporation is \$100,000 and not as provided therein. R.S.O. 1990, c. C.33, s. 23 (2).**

\_\_\_\_\_  
Member: Print Name **X**

\_\_\_\_\_  
Member's Signature: **X**

\_\_\_\_\_  
**X**

\_\_\_\_\_  
**X**

\_\_\_\_\_  
Title if Applicable:

\_\_\_\_\_  
Date (yyyy / mm / dd)

**Privacy Policy** issues or related questions can be sent to [privacy@rentcheckcorp.com](mailto:privacy@rentcheckcorp.com) or mailed to 1124-130 Queens Quay East, Toronto, ON Canada M5A 0P6 attn: John Dobrowolski, or call 416.365.7060 / 1.800.661.7312 ext.222.

**I have, read and agree to Rentcheck's binding [terms and conditions of use](#). I Agree  I Do Not Agree**



**PROPERTY and RESIDENT REGISTRATION FORM**

<b>* Your First Name</b>	<b>* Your Last Name</b>	<b>* Your Cell Phone</b>	<b>* Your Email Address</b>
John	Smith	555-212-2121	subscriber@email.com

STEP 1. Register Your Rental Properties							STEP 2. Register Your Residents						STEP 3. <sup>1</sup> Status	
*No of Units	*Street/Property Name	*Street No.	*Unit No.	*City	*Postal Code	*Rent Amount	*First Name	*Init	*Last Name	*Acct <sup>2</sup> Type	*Date of Birth (yyyy-mm-dd)	*MoveIn Date (yyyy-mm-dd)	*Status <sup>3</sup> Code	*MoveOut Date (yyyy-mm-dd)
3	High Park Village	35	101	Toronto	M6F 4F2	1625.00	Resident FName	M	Resident LName	COR	1956-07-04	2002-04-01	1	
	High Park Village	35	102	Toronto	M6F 4F2	1625.00	Resident FName	M	Resident LName	COR	1987-09-14	1999-08-01	1	2016-02-28
	High Park Village	35	103	Toronto	M6F 4F2	1625.00	Resident FName	M	Resident LName	COR	1957-01-08	2003-04-01	2	2015-03-31
6	North Heritage	234	1	Brampton	M2F H2T	925.00	Resident FName	M	Resident LName	SNR	1985-02-04	2012-04-01	1	2015-02-28
	North Heritage	234	2	Brampton	M2F H2T	925.00	Resident FName	M	Resident LName	SNR	1989-03-22	2016-02-01	10	
	North Heritage	234	3	Brampton	M2F H2T	925.00	Resident FName	M	Resident LName	SNR	1967-07-04	1998-04-01	1	
	North Heritage	234	4	Brampton	M2F H2T	925.00	Resident FName	M	Resident LName	COR	1982-03-23	2001-06-01	5,6,7	
	North Heritage	234	5	Brampton	M2F H2T								V	2014-02-28
	North Heritage	234	6	Brampton	M2F H2T	925.00	Resident FName	M	Resident LName	SNR	1962-09-04	2012-04-01	NC	

**NOTE \*** = Required entry

**1 Reporting Resident Status:** All serious and chronic violations should be reported. However, occasional or resolved delinquencies should not blemish an otherwise satisfactory good record; maintaining a Good Standing rating of 1 is encouraged in such cases.

**2 Account Type:** **COM** - Commercial, **SNR** Single Resident, **COR** Co-Resident, **RG** Resident Guarantor, **NRG** Non-resident Guarantor, **PR** Principal, **SUP** Superintendent

**3 Status Codes (enter all that apply):** **0** Just moved in, **1** Good standing, **2** 6-30 days late, **3** 31-60 days late, **4** 61-90 days late, **5** 91-120+ days late, **6** Incident Reported, **7** Notice Served, or Court Application filed **8** Judicial decision, **9** Bad Debt in Collection **10** Moved out, **11** Criminal activity **NC** - No Change, **V** Vacant

## Reporting Only Membership Terms and Conditions of Use

To use RentCheck services as a member, you must agree to the following terms and conditions and submit the Membership Application Form to RentCheck online, by fax or regular mail. In this Agreement, "Subscriber", "We", "Us", "Our" and "You" means any person or other entity applying to register with RentCheck services as a subscriber Member.

This Membership Agreement sets forth the business relationship and general terms between RentCheck and Member named in this application. In order to report history information on behalf of Member's customers, Member requests RentCheck to provide its services, under the terms and conditions outlined below and, in consideration of the mutual benefits of the parties (the receipt and adequacy of which is acknowledged), Member and RentCheck enter into this Membership Agreement.

### MEMBER AGREES AS FOLLOWS:

#### 1) OBLIGATIONS AND PERSONAL CERTIFICATE

- a) To comply with all applicable laws, including but not limited to, privacy and consumer credit reporting legislation;
- b) \*IMPORTANT: your intended use for reporting Tenancy History is limited to the following;
  - i) intends to use the information to determine the consumer's eligibility for any matter under a statute or regulation where the information is relevant to the requirement prescribed by law,
  - ii) intends to use the information for the purpose of updating the information in a consumer report previously given to the person for one of the reasons referred to in subclauses (i) to (vi) above. R.S.O. 1990, c. C.33, s. 8 (1)1997, c. 24, s. 210.
- c) Not to, directly or indirectly, use or access RentCheck's computer network, including any part thereof, or deliver data to such network in any way that would have a negative impact on

RentCheck's operations or the use of the network by any other member. In the event that Member fails to comply with the foregoing restriction, RentCheck shall have the right, in addition to any other right or remedy that it may have at law or in equity, to suspend, on a temporary or permanent basis, Member's use of or access to the network;

- d) That it will have obtained prior to sending to RentCheck any Personal Information where applicable, any or all of the following consents:
- i) for RentCheck to provide Member on an ongoing basis, information it has previously collected and maintains in respect of Tenancy Histories;
  - ii) for Member to provide to RentCheck any Personal Information, including but not limited to any credit information, about the consumer on an ongoing basis;
  - iii) for RentCheck to co-operate with local, provincial, and national authorities in the investigation of unlawful, improper, or fraudulent activities;
  - iv) as used in this Agreement, "Personal Information" means information about an identifiable consumer (individual);
  - v) to attach to the Member's Rental Application form RentCheck's privacy legislation compliant consent language as set out in [Consumer Credit and Tenancy History Inquiry Consent Form](#) available to all members, or to use RentCheck's privacy legislation compliant [Residential Rental Application Form](#) with [Consumer Credit and Tenancy History Inquiry Consent Form](#) included made available to all members;
- e) To hold in strict confidence all information received from RentCheck, and not to disclose such information, under any circumstances, to the consumer who is the subject of the report unless a request is made by the consumer who is subject of the report in writing within 60 days of receiving the report, or to any other party who do not have a direct business need for the

information in connection with a business or credit transaction involving the consumer.

## **2) RentCheck Services**

- a) RentCheck agrees to provide the following services to Member during the term of this Membership Agreement (the "Services"):
- b) To maintain rental history information on consumers as furnished by its subscribers or as obtained from other available sources;

## **3) System Specifications**

- a) RentCheck shall be responsible for maintaining all RentCheck computer hardware, software, and internal data networks. Member will be responsible for the availability and performance of any such leased lines and modems, in addition to Member's network systems.
- b) In the event that system changes are required, for either RentCheck or Member, the parties will adopt testing procedures of any revised or updated process upon mutually agreeable terms.

## **4) RIGHT TO REFUSE SERVICES**

- a) RentCheck reserves the right not to provide consumer reports or consumer reporting services to Member if, in the sole opinion of RentCheck, Member is not complying with any of the terms of this Membership Agreement.

## **5) Network or Database Changes**

- a) Planned Network and Application Changes to Production System. Normal service maintenance will be completed during non-critical period(s) as mutually agreed upon in advance by RentCheck and Member. RentCheck will use commercially reasonable efforts to not exceed outages that impact service level to Member of more than 5% during any given month.
- b) Database Changes. In the event that system changes are required, for either RentCheck or Member, the parties will

adopt testing procedures of any revised or updated process upon mutually agreeable terms.

## **6) INDEMNITIES**

- a) Member shall indemnify and hold harmless RentCheck and its directors, officers, employees, and agents against any and all claims, losses, liabilities, or damages, including consequential damages, arising from but not limited to:
  - i) The failure or alleged failure of Member to perform any of its obligations described in this Membership Agreement or arising out of the negligence of Member, its directors, officers, or employees;
  - ii) The failure of Member to obtain the appropriate active and informed consents from any consumer as required by applicable privacy legislation and section 1(f) of this Membership Agreement; and
  - iii) Member's non-compliance with applicable laws.

## **7) TERM**

Subject to section 14, the term of this Membership Agreement shall commence on the date in the month hereof and shall continue for a one-year term, renewable automatically on the first day of the anniversary month and year.

## **8) TERMINATION**

- a) After the initial one-year term, either party thereto may terminate this Membership Agreement at any time upon sixty (60) days prior written notice to the other.
- b) RentCheck may terminate this Membership Agreement and discontinue providing Services to Member immediately upon notice to Member if Member has breached any term of this Membership Agreement and failed to remedy such breach within ten (10) days' notice from RentCheck; or if any new law is passed or introduced by any municipal, provincial or federal legislative body or regulatory agency that in the opinion of RentCheck, acting reasonably, prohibits or would prohibit the provision of services in accordance with the terms of this

Membership Agreement.

## **9) NOTICE**

- a) All notices required or permitted to be given to a party under this Agreement shall be in writing and delivered by hand, mailed by regular mail, mailed by registered first class mail postage prepaid or sent by facsimile to the party's address shown on the account registration page. Any notice shall be deemed to have been given and received:
  - i) If delivered, on the date on which it was delivered;
  - ii) If mailed by regular mail on the 5<sup>th</sup> business day following the day, it was posted; or
  - iii) If given by facsimile, on the date and at the time indicated on the receipt of confirmation form received for such facsimile.
- b) No party shall mail any notice during any period when postal workers are on strike or if a strike is imminent. Either party may change its address by giving notice of the change to the other party in accordance with the provisions of this section.

## **10) FORCE MAJEURE**

RentCheck shall not be responsible for any non-performance, inadequate performance or delay in performance occasioned by any causes beyond its control, including without limiting the generality of the foregoing, acts or omissions of the other party, acts of a civil or military authority, strikes, lock-outs, embargoes, insurrections, or Acts of God.

## **11) ASSIGNMENT**

Member may not assign this Membership Agreement without the prior written consent of RentCheck.

## **12) GOVERNING LAW**

- a) The laws of the Province of Ontario and the laws of Canada applicable in the Province this agreement refers and applies to ("Province of Origin") shall govern this Membership Agreement. Any dispute under this Membership Agreement arising between

the parties will be referred to arbitration in accordance with the Arbitration Act, 1991 (Ontario).

### **13) THE MEMBER FURTHER AGREES**

- a) That at all times their performance, including Member's provision of Member Services, will be in compliance with any applicable Canadian federal, Canadian provincial, and Canadian local statutes, court orders, regulations, and rules, including as applicable the Canadian Credit Reporting Statutes, and shall be consistent with accepted industry standards such as the following;

#### **i) OFFENCES**

23.(1) Every person who,

a) knowingly, furnishes false information in any application under this Act or in any statement or return required to be furnished under this Act or the regulations;

b) fails to comply with any order, direction or other requirement made under this Act; or

c) contravenes any provision of this Act or the regulations, and every director or officer of a corporation who knowingly concurs in such furnishing, failure or contravention is guilty of an offence and on conviction is liable to a fine of not more than \$25,000 or to imprisonment for a term of not more than one year, or to both. R.S.O. 1990, c. C.33, s. 23 (1), and

#### **Corporations**

(2) Where a corporation is convicted of an offence under subsection (1), the maximum penalty that may be imposed upon the corporation is \$100,000 and not as provided therein. R.S.O. 1990, c. C.33, s. 23 (2).

### **14) INDEPENDENT CONTRACTOR**

- a) Nothing contained in this Membership Agreement is intended to create a joint venture or partnership relationship between the parties and each party is an independent contractor in the performance of its obligations under this Membership

Agreement. None of the employees of the parties shall be considered to be employees of any other party, and each party shall be fully independent in its business operations.

**15) Counterparts**

This Membership Agreement may be executed by the parties in separate counterparts; each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

**16) FURTHER ASSURANCES**

The parties shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Membership Agreement, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to affect the purpose of this Membership Agreement and carry out its provisions.

**17) BACKGROUND CHECKS**

The Member consents to the obtaining of any information RentCheck may deem necessary, including Credit Bureau Reports, and Commercial Checks for the purpose of evaluating this agreement or any other purpose permitted by the Consumer Reporting Act at any time in connection with Membership hereby applied.