

Residential Tenancies Orders System Subscriber Application Form

NOTICE RE COLLECTION OF PERSONAL INFORMATION

The personal information collected on this form is necessary for the administration of *The Residential Tenancies Act*. This information is protected by the privacy provisions of *The Freedom of Information and Protection of Privacy Act* ("FIPPA"). It may be used and disclosed only in accordance with FIPPA. If you have any questions about the collection of this information contact:

Prabhjot Kaur– Telephone: 204-945-2781 or toll free 1-800-782-8403
Residential Tenancies Branch
1700 – 155 Carlton Street, Winnipeg MB R3C 3H8

Please print clearly and provide all the necessary information.

Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Telephone: _____ Fax: _____ E-mail: _____

NATURE OF BUSINESS:

- | | |
|---|---|
| <input type="checkbox"/> Law Firm | <input type="checkbox"/> Tenant Association |
| <input type="checkbox"/> Real Estate (Broker, Agent, Appraiser) | <input type="checkbox"/> Landlord |
| <input type="checkbox"/> Financial Institution (Charter Bank,
Credit Union, Caisse Populaire, Trust Co.) | <input type="checkbox"/> Tenant |
| <input type="checkbox"/> Landlord Association | <input type="checkbox"/> Government Agency |
| <input type="checkbox"/> Property Manager | <input type="checkbox"/> Other (please explain) |

Reasons for access to the Orders System:

If this application is approved, you agree to enter into a Subscriber Agreement, in the form provided by the Residential Tenancies Branch, governing the terms and conditions upon which access to the Residential Tenancies Orders System will be granted. You also agree to pay \$250 for an annual subscription.

Name of Contact (please print): _____

Signature of Contact

Date

.....
For Office Use Only

Receipt No: _____ Receipt Date: _____ Subscription Issue Date: _____

The Residential Tenancies Branch Orders System Subscriber Agreement

The Residential Tenancies Branch and the Residential Tenancies Commission have created an electronic database of final orders made by them from 1999 onward in respect of rental housing within the province of Manitoba (the "Orders System");

A Subscriber may be given electronic access to the Orders System via the Internet if his, her or its application has been approved by the Residential Tenancies Branch, all fees have been paid, and the Subscriber enters into this agreement governing access;

The Residential Tenancies Branch has approved the Subscriber's application for access to the Orders System dated _____ (the "Application");

In consideration of the Residential Tenancies Branch's approval of the Application for access, the Subscriber agrees as follows:

1. The subscriber shall be permitted to use the userid and password communicated to it by the Residential Tenancies Branch in order to access the Orders System on the Internet.
2. The Subscriber acknowledges that electronic access to the Orders System is being offered for the fees set forth in the Application. The Subscriber also acknowledges that it may become necessary for the Residential Tenancies Branch to change such fees for this service or to discontinue it in the future.
3. The Subscriber is being granted the use of the userid and password on condition that the Subscriber undertake not to:
 - permit any person to use his, her or its userid or password;
 - divulge, share or compromise his, her or its password;
 - use any other person's userid or password;
 - attempt to modify the data, programs or other parts of the Orders System;
 - use the Orders system or information obtained therefrom for activities or purposes different from those for which access was granted;
 - make unauthorized copies of data or proprietary software;
 - test or attempt to compromise security related to the Orders System;
 - take any action that might reasonably be construed as injurious or detrimental to the interests of any other users or to the Orders System;
 - sell or resell any information obtained therefrom.
4. If the Residential Tenancies Branch becomes aware of any failure by the Subscriber to comply with the above conditions, it may, in its sole discretion, cancel the Subscriber's access to the Orders System without notice or refund.
5. The Residential Tenancies Branch reserves the right to cancel access to the Orders System or to terminate maintenance of the Orders System at any time and for any reason whatsoever and any refunds shall be at the sole discretion of the Residential Tenancies Branch.
6. None of the Residential Tenancies Branch, the Residential Tenancies Commission or the Government of Manitoba make any representations as to the accuracy, reliability or timeliness of any information contained in the Orders System. The Subscriber assumes all risk of loss or damage that may arise or result from the use thereof. The Government of Manitoba, the Residential Tenancies Branch, the Residential Tenancies Commission and their respective employees, officers and agents shall not be liable to any person for any loss, damage, or thing, regardless of how it is caused and whether it arises out of negligence or otherwise, arising or resulting from accessing the Orders System or from the use of the information contained in the Orders System.
7. This agreement shall be governed by the laws of the Province of Manitoba and of Canada.
8. This agreement may not be assigned by the Subscriber without the written consent of the Residential Tenancies Branch. It shall be binding upon the heirs, administrators, successors and permitted assigns of the Subscriber.

The Subscriber accepts the terms of this agreement this _____ day of _____, 20 ____.

Signature

Address

Telephone Number