



## Operational Policy and Procedure

**POLICY:** Play Structures and Trampolines

**DATE:** June 22, 2016

**MOTION** 16-42

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### **POLICY:**

The purpose of the policy is to implement the requirement for tenants to obtain written consent/approval from the Landlord prior to installing any play structure or trampoline on the rented premises.

The Greater Sudbury Housing Corporation will not approve the installation of play structures or trampolines on the common areas of multi-residential properties.

### **BACKGROUND**

In the past few years, GSHC has noticed the increase of play structures and trampolines erected on all types of GSHC properties such as; townhouses, semi-detached homes and single family dwellings.

Given that GSHC is inevitably liable for injury on our property, it is our responsibility to ensure the safety standards are met for this type of high injury risk equipment and the GSHC exercises due diligence. In order to follow the Occupier's Liability Act and to mitigate risk or injury to tenants and their guests while on GSHC property, the following requirements have been developed for implementation.

- GSHC requires the tenant household to request written consent/approval from the Landlord prior to installing any play structure or trampoline on the rented premises.
- If such request to install a play structure or trampoline is approved, the Tenant must comply with the rules governing the installation of play structures or trampolines. Under no circumstances should play structures or trampolines be installed on the "common areas" of multi-residential properties.



## Rules Governing the Installation of Play Structures or Trampolines

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The following sets out the conditions under which a tenant may be given approval to install a semi-permanent structure in the exterior yard of the leased premises.

- An application in writing must be submitted to the Greater Sudbury Housing Corporation complete with a sketch with dimensions showing the proposed location of the structure from the existing building and property line and also the design of the exterior structure. No installation will be permitted without the prior written consent/approval of the Greater Sudbury Housing Corporation.
- Only rear-yard structures/ installation will be considered for approval, and only in association with single-family dwellings.
- Any and all approved installation(s) must meet the requirement(s) of applicable municipal bylaw(s).
- An approved installation shall not be attached to the residential structure.
- An approved installation shall not be utilized to provide additional residential accommodation on the premises.
- Approval/consent may be withdrawn by GSHC at any time, at its sole discretion.
- The tenant shall remove the installation; at her/his own expense, immediately upon receiving written direction from the Greater Sudbury Housing Corporation.
- The tenant shall be responsible for all costs associated with the installation, with its dismantling/removal, and with the restoration of the property to the satisfaction of the Greater Sudbury Housing Corporation or upon vacating the unit.
- The tenant shall maintain comprehensive general liability insurance in the amount of \$2,000,000, and the policy shall name the Greater Sudbury Housing Corporation and the City of Greater Sudbury as additional insured parties.
- Should the tenant fail to remove the installation as directed by the Greater Sudbury Housing Corporation, the Greater Sudbury Housing Corporation will remove it at the tenant's expense.



## Guidelines upon Written Approval

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Upon written approval from the Landlord to install a play structure or trampoline, the following guidelines apply.

- The tenant must provide documentation to show that a policy of Comprehensive General Liability Insurance has been secured, with limits of liability not less than two million dollars (\$2,000,000.00).
- The policy contains a clause providing the landlord (Greater Sudbury Housing Corporation) with thirty (30) days prior written notice of cancellation or change to the policy.
- A certificate of insurance must be provided upon request, and thereafter at each annual review.
- The tenant indemnifies and saves harmless Greater Sudbury Housing Corporation and the City of Greater Sudbury from any and all liabilities related to the present use, misuse, maintenance, repair and eventual removal of the play structure or trampoline.
- Upon notice of your termination of tenancy, you are required to remove the play structure or trampoline and return the property to its original condition at your expense. The return to original condition will require the removal of the play structure or trampoline, grading of ground (if necessary), replacement of sod and any other items that are directed to be done by the Greater Sudbury Housing Corporation to restore the yard to its original condition.
- Greater Sudbury Housing Corporation or designate may inspect the grounds as required to ensure that this policy is adhered to.

If any of the above conditions are not met, Greater Sudbury Housing Corporation has the right to remove the play structure or trampoline and the tenant will be responsible to pay for all cost incurred with the removal, and returning the property to its original condition.

In an effort to ensure you comply with the Greater Sudbury Housing Corporation Play Structure and Trampoline Policy, please provide the above documentation verifying Comprehensive General Liability Insurance no later than \_\_\_\_\_.

I have read the Rules Governing the Installation of Play Structures or Trampolines. I agree to abide by the rules established by the Greater Sudbury Housing Corporation.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date