

# STANDARD LEASE

(Tenancy Agreement)

Made (in duplicate) this 2nd September 2011

IN PURSUANCE OF THE Residential Tenancies Act S.O. 2006 AND ITS AMENDMENTS.  
 The references imbedded in this tenancy agreement are from sections of the Residential Tenancies Act S.O. 2006 and are identified as R.T.A S. ## for quick reference

BETWEEN

**Lamb Property Management**  
  
**Agent For**

*referred to as  
the Landlord / Agent*

101-276 Kingsdale Avenue, Kingston, ON K7M 8R8

Phone # (.613.) 546.-6624., e-mail – www.lambpropertymanagement.ca

*Note: Notices and other documents under the R.T.A.. should be served on the Landlord at the above address until the Tenant(s) have been given written notice to do otherwise.*

AND

\* \* \* \* \*

jointly and severally

*referred to as  
the Tenant(s)*

-and-

*Guarantor if  
applicable.*

RENTED PREMISES

The Landlord agrees to rent to the Tenant(s) and the Tenant(s) agree to rent from the Landlord / agent the following premises and listed parking privileges specified in (5) for a private automobile:

No.: \_\_\_\_\_ Street: \_\_\_\_\_ Apt. \_\_\_\_\_  
 City: Kingston, ON Postal Code: \_\_\_\_\_

hereafter referred to as the Rented Premises.

OCCUPANTS

	Name (in full)	Birth date: DD/MM/YY		Name (in full)	Birth date: DD/MM/YY
1/			2/		
3/			4/		
5/			6/		

OCCUPANCY CHANGES

Any changes in occupancy and/or in the number of occupants must be approved by the Landlord in writing, or at the Landlord's option he/she may terminate this agreement. *R.T.A. S. 95-106*

TERM OF LEASE

(1) Pursuant to an Offer to Lease which, if executed, forms a part of this agreement, the Tenant(s) will occupy the Rented Premises subject to the present tenant vacating for a term beginning on the first day of ..... (month), ..... (year) and ending on the last day of ..... (month), ..... (year). Unless this lease has been renewed for a further fixed term, or canceled in writing, it shall continue as a month to month tenancy under the same terms and conditions as otherwise specified. *R.T.A. S. 13, 37 – 46*

RENT

(2) A Prompt Payment Discount is shown below in (3) and it shall apply during the initial term of this Tenancy Agreement provided that the rent is paid by the due time specified below in (6). When the rent is paid after the due time, the Tenant(s) shall pay full un-discounted the Total Monthly Rent. The Landlord may discontinue this discount at any time after the initial term of this Lease. *R.T.A. Reg. S. 16*

(3) YIELDING AND PAYING THEREFORE of lawful money of Canada without any deduction, or abatement whatsoever, unto the Landlord: See R.T.A. S. 123, Reg. S. 16 for a list of allowed extras.

For the Rented Premises	\$	(non-discounted amt)
Plus monthly Parking Privileges	\$	
Plus monthly Air Conditioning fee	\$	(if applicable)
Plus monthly Additional Appliance fee	\$	(if applicable)
Other	\$	
Total Monthly Rent, un-discounted	\$	x.98
Discounted rent when paid on time	\$	

R.T.A. S. 111 (2b) 121, Reg. S. 12

AMENITIES

(4) The following is included in the rent: specify (yes / no), R.T.A. Reg. S. 16

ELECTRICITY	(Y/N)	HOT WATER SUPPLY	(Y/N)	STOVE	(Y/N)	WASHER	(Y/N)
HEAT	(Y/N)	WATER AND SEWER	(Y/N)	FRIDGE	(Y/N)	DRYER	(Y/N)
OTHER	.....						

RENTAL EQUIPMENT to be paid by tenant (HWT if applicable)

The landlord and tenant may agree to a change in services or facilities which will change the rent payable. R.T.A. S 121, 123, 125

PARKING FACILITIES

(5) Specify the number of parking spots of each type:

Outdoors ..... Indoors..... or None..... R.T.A. S. 121, 123, 125

PAYMENT OF RENT etc.

(6) (a) The Total Monthly Rent is due and payable at the office of the Landlord or other place that the Landlord may direct in writing from time to time, not later than 5:00 p.m. on the first day of each and every month during the term of the tenancy, by bank debit, cheque or money order. If the rent is paid by anyone other than the Tenant(s) named in this Lease, it shall be deemed to have been paid only on behalf of the Tenant(s) named in the Lease.

(b) The Tenant(s) covenants where applicable, to enter into an agreement with the appropriate utility supplier, and provide the landlord documents of it, prior to taking possession of the premises for the supply of electrical power, water and sewer, oil, gas, equipment rentals and to be responsible for all charges in relation to the supply of said utilities until the last legal day of this tenancy agreement.

(c) Should the Tenant fail to open said utility agreement, then the Landlord may disconnect the utilities still in his/her name.

(d) The maintenance of telephone and cable wires and jacks shall be the responsibility of the Tenant and shall be installed by qualified personnel.

CHARGES TO REPROCESS CHEQUES

(7) PROVIDED that if a cheque is not honoured by the Tenant's bank, a charge of \$ 20.00 plus bank charges, to over and above that stipulated in the Tenant's Covenant (2) will be charged for each cheque so returned to defray the Landlord's costs and time for reprocessing, and not as rent.

RENTAL DEPOSIT

(8) THE TENANT AGREES to deposit with the Landlord the sum equal to the first month's rent which shall be applied against rent for the last month for which the Tenant is responsible under this tenancy agreement. Should the monthly rent be legally increased during the tenancy, the Tenant further agrees to deposit with the Landlord an amount equivalent to the increase in rent It shall earn the Tenant the prescribed rate of interest. R.T.A. S. 105, 106

INTEREST

(9) The interest on overdue accounts shall be at a rate of 12 % per annum , simple interest.

USE

(10) THE TENANT AGREES to use the Rented Premises for no other purpose than as a residential dwelling exclusively for the occupants listed.

AMENITIES

(11) Any additional services or amenities provided by the Landlord, such as a swim spa, fitness facilities, party room, laundry room, play areas or others, are for the exclusive use of the Tenant and/or those members of his/her family occupying the rented premises and all Rules and Regulations governing the use of same must be adhered to, otherwise, the Landlord or his/her agent may restrict or refuse the use of such services or amenities.

CONDITION OF THE PREMISES

(12) THE TENANT shall examine the premises and unless the Tenant furnishes the Landlord within 7 days, a notice in writing specifying any defect in the condition of the Rented Premises or otherwise, PREMISE then the Tenant shall conclusively be deemed to have examined the premises and to have

found them in good order. The Tenant agrees that there was no promise, representation or understanding by or on the part of the Landlord with respect to any alteration, remodeling or decoration of, or installation of fixtures in the premises, except such, if any as is expressly set forth in this Lease, or the accepted Offer to Lease.

- DAMAGES** (13) THE TENANT AGREES to be responsible for all damages whatsoever caused by his willful or negligent conduct or that of persons or pets permitted or caused to be on the premises by him, and for all damages resulting from his failure to notify the Landlord promptly of any defect or damage within the rented premises. *R.T.A S. 34, 89*
- ODORS** (14) The Tenant(s) shall be responsible for the costs of cleaning all or part of a unit to eliminate odors from smoking, cooking, pets, but not limited to such including the cost of replacing carpets where there is a persistent and objectionable odor in the Landlords sole opinion. *R.T.A. S. 33*
- CLEANLINESS** (15) THE TENANT AGREES to clean floors, fixtures, appliances, carpeting, drapes, etc. where installed, and generally all cleanable surface in the rented premises sufficiently often to prevent abnormal wear or deterioration during the tenancy. Garbage shall be stored in a manner which shall prevent unsanitary conditions and not attract vermin. *R.T.A. S.33*
- STATUS OF TENANT** (16) Anyone who may reside in the Rented Premises from time to time as a guest or invitee of the Tenant, unless written permission is granted by the Landlord and such person is added to the Lease, shall not be a Tenant and is not entitled to any form of notice required by this Lease or the Residential Tenancies Act. *R.T.A S. 95 - 106*
- OVER HOLDING** (17) IN THE EVENT that the Tenant or Subtenant fails to vacate on or before the time specified in a proper notice given by either party, in addition to the Tenant's liability to the Landlord for such overholding, the Tenant agrees to further indemnify the Landlord for all losses suffered by reason of the Landlord's liability to any third party in respect to a new tenancy agreement for the rented premises based upon the anticipated availability of the premises after the termination time. *R. T. A. S. 86, 101*
- DENIAL OF ABILITY TO RENT** (18) IF THE TENANT, by failure to abide by the covenants, rules, and regulations herein contained, effectively denies the Landlord the ability to re-let the rented premises and provide occupancy immediately on expiry of the rent period or terms of this agreement, then the Tenant shall be liable for any consequential rental loss and damages that the Landlord may sustain.
- LIABILITY** (19) THE TENANT COVENANTS AND AGREES not to claim from the Landlord for loss, injury or damage to persons or property resulting from such being on or about the rented premises whether caused by fire, smoke, theft, burglary, conditions due to the weather such as ice on the grounds, or for any cause whatsoever and in particular but without limiting the generality of the foregoing. The Landlord shall not be liable for any such loss, injury or damage to property, including automobiles and contents, while on or about the rented premises of the Landlord caused by steam, water, rain or snow which may leak into, flow from any part of the Rented Premises or the premises of the Landlord or from any pipe or other place or from any damage caused by or attributable to the condition or arrangement of any electrical wiring connection or fixture or for any damage caused by anything done or omitted to be done by any Tenant or the Landlord. IT IS THEREFORE IMPERATIVE THAT EACH TENANT CARRY ADEQUATE PERSONAL LIABILITY AND PROPERTY INSURANCE.
- REGISTERED OWNERS CONSENT** (20) When the Landlord named herein is the agent for the registered owner of the Rented Premises and has the authority to execute this Tenancy Agreement, the Landlord may exercise all the rights and powers reserved to the Landlord herein. The Tenant covenants not to claim for rebates or damages for any reason from the Agent as Landlord but shall seek rebates or damages from the registered owner and shall amend any court documents to ensure that the registered owner is properly added as a party to such proceedings.
- HEAT INSPECTION** (21) It is imperative that in the event that the tenant is away from the rented premises for more than 48 hours during the heating season, they notify the landlord and/or have someone else inspect the property to protect it from freezing, or they could be held liable for the resulting damages from freezing. *R.T.A. S 34*

## LANDLORD'S COVENANTS

- REPAIR AND MAINTENANCE (22) The Landlord is not obligated to correct during the tenancy, minor or non-functional defects, surface blemishes or to redecorate (except as mutually agreed) and PROVIDED a request is in writing, for any such repairs or corrections to be made.
- TENANTS RIGHT TO PRIVACY (23) DURING THE TERM of this agreement, the Landlord will exercise the right to enter the rented premises without written notice only to:  
(a) show the premises to prospective tenants between 8:00 a.m. and 8:00 p.m. after proper notice of termination of the tenancy has been given by either party, but the Landlord shall make a reasonable effort to notify the Tenant. *R.T.A. S. 25, 26, 27, 28*  
(b) in case or cases of emergency.  
(c) with the consent of the tenant.  
At all other times, the Landlord may enter the rented premises in accordance with a written notice given to the tenant at least 24 hours before the time of entry for the following reasons:  
(d) investigate apparent abandonment of the premises.  
(e) to do building and equipment inspections, maintenance and repairs.  
(f) smoke detector, and fire safety inspection, and maintenance.  
(g) investigate alleged breaches of this lease, the Residential Tenancies Act, or its successors.  
(h) pre-move out inspections.  
(i) allow potential purchasers, building inspectors, insurance adjustors/inspectors, property inspectors, mortgage brokers/agents to inspect the unit.
- COMMON AREAS AND AMENITIES (24) THE LANDLORD AGREES TO supply and reasonably maintain all items and services (under his control) specified under AMENITIES (4) and facilities external to the Rented Premises supplied for the common use of more than one tenant. In the event of any breakdown or interruption of such systems and facilities, the Landlord shall not be liable for damages or personal discomfort but shall diligently arrange for repairs where practical within a reasonable time period between the hours of 8 a.m. and 8 p.m.
- ACCESS BY OTHERS (25) THE LANDLORD, his servants or agents shall not restrict reasonable access to the rented premises by political canvassers or school board candidates or their authorized representatives but the Landlord may limit access to other canvassers and delivery services (except anyone entering to see a specific Tenant with the Tenant's permission) where access is not in the best interest of building or its occupants. *R.T.A. S 28*
- FAIR ADMINISTRATION (26) LANDLORD, his agents and staff shall endeavor to administer fairly and impartially the - rules and regulations forming part of this agreement; to give notice in writing of any additions thereto and in any event to make such additions only to the extent from time to time found necessary to protect property and to ensure the safety and comfort of all.
- ASSIGNMENT AND SUBLET (27) Requests by a Tenant to assign or sublet a rental unit must be in writing, signed by all the legal Tenant(s) of the unit, and specify:  
(a) the location of the rental unit,(b) if an assignment or sublet is being requested,  
(c) the date that the application is made, and the date of the proposed change of tenancy,  
(d) the full names of any proposed assignees or subtenant(s) if any. They must complete the Landlord's standard application form in full, for their application to be considered.  
  
This request to assign or sublet shall be deemed to not have taken place until:  
(e) this written request is given to the Landlord, and  
(f) the Landlord's rental application form has been properly completed by the proposed assignee or subtenant if one is being proposed, and delivered to the Landlord. The Landlord shall respond to this request within 7 days. The current Tenant(s) shall pay any rent arrears, damages and the Landlords costs before the tenancy is changed. *R.T.A S. 95 -106*  
(h) This tenancy agreement holds the Tenant(s) Joint and Several, meaning that each tenant is fully responsible for the actions of all the other tenants, their guests, and for all the rent. In the event that the rental unit is shared by several tenants, then any request to assign, sublet or terminate this lease, must be signed by all the Tenant(s) they must ALL must agree to the changes to the tenancy, or no changes can be allowed.  
(i) A sublet shall not extend beyond the last day of term of this tenancy agreement. *R.T.A. S. 97 (5)*

(j) Where the Tenant(s) request to assign a portion of their interest in a rental unit, the Landlord may at his option, exercise his right to refuse the assignment of this lease, and require that this current tenancy agreement be terminated or a new one be created. *R.T.A. S 95 ( 2b, 3c, 5,6)*

**ALTERATION  
OF LOCKS**

(28) DURING THE CURRENCY of this agreement, neither the Tenant nor the Landlord shall alter the locking system on any door giving direct entry to the rented premises except by mutual consent in writing. It shall not be the responsibility of the Landlord to admit tenants who have locked themselves out. An administration charge of \$35.00 may be made to unlock the door. *R.T.A. S 35*

**NOTICE OF  
TERMIN-  
ATION OF  
LEASE**

(29) THE LANDLORD AND TENANT MUTUALLY covenant and agree:  
(a) The Tenant(s) may renew this Lease for a further term by signing and delivering the Landlord's Renewal Agreement to the landlord, not less than 60 days prior to the expiring of this Lease.  
(b) Should the Tenant NOT wish to renew this Lease, then the Tenant agrees to give at least 60 DAYS CLEAR NOTICE IN WRITING TO THE LANDLORD PRIOR TO THE EXPIRATION OF THIS LEASE of his intention to terminate his/her tenancy and vacate the premises at the end of the term. The termination date must be the last day of the rental period. See paragraph # 71. *R.T.A. S. 37, 38, 43, 44, 45, 46, 47*  
(c) Tenant covenants to be responsible for any utilities, such as gas, oil, electricity, water and sewer charges which are not included in the Total Monthly Rent, until the termination date of the tenancy agreement.  
(d) If during the last month of the tenancy, the Tenant shall have removed substantially all of the Tenant's property from the premises, the Landlord may upon giving 24 hours written notice, clean, repair, alter, renovate and redecorate the premises without elimination or abatement or rent or other compensation and such action shall not constitute a re-entry by the Landlord and shall have no effect upon this Lease. See paragraph 23.

**ABANDON-  
MENT OF  
PREMISES**

(30) (a) If the rent is late and unpaid, and if it appears to the Landlord that the Tenant has vacated or abandoned the premises, the Landlord may enter the Rented Premises and, in addition to all other rights reserved to the Landlord, may re-rent the Rented Premises. The Rented Premises shall be deemed to have been vacated or abandoned if for example, an inspection reveals the rented premises to be substantially barren of the Tenant's furnishings and/or effects. The aforementioned does not exclude that there may be other criteria and circumstances under which the Rented Premises may be deemed to be vacated or abandoned. *R.T.A. S 42*  
(b) For breach of this tenancy agreement by abandonment, the tenant agrees to pay the Landlord any expenses incurred by the Landlord for commissions, advertising, administration costs, storage fees and all costs of repairs and cleaning in addition to any arrears of rent and damages, including but not limited to the cost of an application to the relevant Board, to determine such issues in the course of obtaining legal vacant possession and re-renting the Rented Premises. *R.T.A. S., 42, 79*  
(c) In the event of abandonment of the Rented Premises by the Tenant, the Landlord may dispose of the Tenant's property in accordance with the Act. *R.T.A. S. 42*

**FRUSTRATION  
OF  
CONTRACT**

(31) THE LANDLORD AND TENANT MUTUALLY covenant and agree that if during the term of this agreement, rented premises shall be wholly or partly destroyed by fire or the elements (other than by the action or neglect of the Tenant) such as to render the rented premises wholly or partially unfit for occupancy, then until such damage is repaired, the rent shall abate in the proportion that the part of the said premises unfit for occupancy bears of the whole premises on a per diem rate. The Landlord shall repair same with all reasonable speed. The notice of the Landlord shall fix conclusively the date on which full rent shall recommence.

**ALLEGED  
BREACH OF  
AGREEMENT**

(32) Except as otherwise provided in this agreement, the Landlord and or Tenant mutually covenant and agree that in the event either party shall claim the other to be in breach of this tenancy agreement (except the Tenant's covenant to pay rent and the Landlord's covenant to provide uninterrupted possession) by violation, nonperformance or provisos of this agreement, the Tenant shall not withhold rent due and neither party shall resort to retaliatory breach of covenant. The party so claiming shall give written notice of such claim to the offending party and extend a reasonable time to remedy the alleged breach, PROVIDED that, if the alleged breach shall not have been remedied within a reasonable period, the party making such claim shall have the right to make application to the Board for the termination of the tenancy agreement or such other remedy as may be appropriate. PROVIDED FURTHER that if no written notice of such alleged breach shall have been given to the offending party, it shall be deemed that no such breach shall have occurred.

RENT DUE AFTER EVICTION	(33) In the event of the Tenant(s) being evicted for breach obligations of this agreement, or the Residential Tenancies Act or it's replacement, the Tenant(s) shall continue to be responsible for the rent and utilities (if applicable), for two rental periods from the date the eviction order is issued or until the end of the term in the case of a fixed tenancy (as though the Tenant(s) gave proper notice to vacate that day). The Landlord shall endeavor to re-rent the premises to mitigate the Tenants loss. <i>R.T.A. S. 16, 17</i>
NO CHARGE WAIVER	(34) THE LANDLORD AND TENANT MUTUALLY agree that no assent or consent to changes in any part of this agreement in spirit or letter shall be deemed or taken as made, unless the same be done in writing and attached to or endorsed hereon by both parties.
BINDING OF LEASE	(35) THE LANDLORD AND TENANT MUTUALLY agree that everything contained herein shall extend to and be binding on the respective heirs, executors, administrators, and successors of each party hereto. The contents shall be read with all grammatical and gender changes necessary. All covenants contained shall be deemed joint and several.
WARRANTY ETC.	(36) It is agreed that there is no representation, warranty collateral agreement or condition affecting this agreement or the demised premises or supported hereby other than as expressed here in writing.
ELECTION OF DOMICILE	(37) The Tenant hereby elects domicile at the premises for the purpose of service of all writs of summons and other legal Domicile proceedings in any action which the Landlord may institute under the present lease and for service of all notices under this Agreement

### **RULES AND REGULATIONS**

(38) The Tenant agrees to the following rules and regulations and each of them and such others as may hereafter be established by the Landlord relating to the said premises, and the occupation and thereof, and such other and further rules not, however, to be inconsistent with the quiet and rightful enjoyment of said premises by the Tenant. The Tenant further agrees that for such persistent infraction of them or any of them as may, in the opinion of the Landlord, be calculated to annoy or disturb the quiet enjoyment of any other Tenant, or for gross misconduct upon the part of the Tenant or anyone subject to him, the Landlord may recover possession of the demised premises without prejudice to the Landlord's right to recover rent in arrears and damages. The Landlord may re-let the premises as agent for the Tenant and recover from the Tenant the difference between the rent reserved herein and the rent reserved in the sub-lease effected by the Landlord as agent of the Tenant as per paragraph # 30. The objectives of these Rules and Regulations are: (a) to protect the rights, privileges and comforts of all Tenants from abuse by the inconsiderate few and (b) to assess the avoidable cost against those whose carelessness and neglect cause it.

### **USE OF COMMON AREAS AND FACILITIES**

OBSTRUCT- IONS	(39) Bicycles, baby carriages, grocery carts, toys and other objects are not to be brought into or left in the common areas inside or outside of the building except as specifically designed by the Landlord. Entrances, lawns, driveways, halls, corridors, basements and walks shall not be obstructed in any way. No laundry or other objects shall encumber any portion of the building such as to be a hazard to others or unsightly when viewed by others. <i>R.T.A. S. 62 - 66</i>
NOTHING TO BE THROWN SIGNS	(40) Nothing shall be thrown or discharged from windows, doors, balconies, or passages. <i>R.T.A. S. 64</i>  (41) No sign, advertisement, notice or illumination of any kind shall be inscribed or affixed by any Tenant upon any part of the building, except with the written consent of the Landlord. <i>R.T.A. S. 64, 66</i>
WINDOWS ENCUMBERED	(42) The Tenant shall not encumber the window sills, door caps, railings or any other part of the building or premises with goods, packages, or any other articles. Flower pots must be kept secure from falling, and not hung from nails, screws or other attachments to the building.
ELEVATORS	(43) Elevators where provided, shall be used at the sole risk of the person or persons using them and any damage, resulting from misuse shall be repaired at the expense of the Tenant responsible and no

child shall operate an elevator alone unless he /she is at least 12 years of age and has been properly instructed in its use.

- MOVING** (44) The Tenant's furniture and chattels shall be moved in and out of the rented premises only between the hours of 8 a.m. and 8 p.m. The elevator must be reserved at least 48 hours prior to any move in or out, or in any other manner prescribed by the Landlord or his representative. Any damage to the Landlord's property resulting from such moving will be at the expense of the Tenant so moving.
- CO-OPERATION** (45) Tenants and everyone using common areas, halls and passageways, facilities, and amenities of the property and building must co-operate with the Landlord and his staff in keeping the building and its environs neat and clean and abide by the Rules and Regulations governing the use of same. Particular care must be taken to remove soil from street shoes before entering the building and to avoid garbage drippings in corridors.
- USE OF GROUNDS** (46) The Tenant, his family, servants and guests shall use the lawns, gardens, walks, play grounds and paved areas within the area owned by the Landlord in a quiet and proper manner and with due regard to the comfort and convenience of other Tenants, and shall desist from any course of conduct considered objectionable by any agent of the Landlord upon being requested to do so, and shall not damage in any way the grass, shrubs, flowers, trees or pavement upon the said grounds. Lawn sales are not permitted.
- GARBAGE AND RECYCLING** (47) All garbage is to be TIGHTLY WRAPPED and disposed of as directed by the Landlord or his representative. The Tenants shall recycle all recyclable waste materials in accordance with municipal guidelines.
- Large items such as furnishings, appliances, tires and other items not allowed in bagged household garbage and hazardous waste shall be disposed of by the Tenant or they may be held liable for such costs.
- NOISE** (48) Noise of any kind, at any time WHICH MAY DISTURB THE COMFORT OF ANY OTHER OCCUPANT shall not be permitted; nor shall any noise be persisted after request to discontinue has been made by the Landlord or his staff. This shall be deemed to include the playing of musical instruments, radios, sound systems, TV's and all parties, disorderly or otherwise. *R.T.A. S. 64, 65*
- PARKING** (49) No Tenant shall park, or cause to be parked, any vehicle in any driveway or other area so as to obstruct proper access to the building or other parking spaces. During snow periods a Tenant or other person leaving his vehicle in such a manner or place as to impede or prohibit snow removal equipment from servicing the entrances or driveways will be liable for all damages to the Landlord and or to other Tenants. The Tenant agrees to park any automobile, whether owned or used by him, only in the area designated by the Landlord, and he agrees that should he park improperly the Landlord shall have the right to remove, or have removed, the said car, at the expense of the Tenant, whether by towing or otherwise, and the Tenant shall have no recourse for damages against the Landlord occasioned by the removal of the said car.
- AUTO AND OTHER VEHICLES** (50) The Tenant agrees that no motor vehicle other than private passenger automobile, station wagon, or commercial vehicle other than a one half ton van or pick-up truck with covered rear end not exceeding four feet in height, shall be parked in any part of the common areas, nor shall any repairs or servicing be made to such motor vehicle in the common areas or parking area and no motor vehicle shall be driven on any part of the common areas other than on a driveway or parking space. No trailers, boats, snowmobiles, motor-cycles, machinery or equipment of any kind shall be parked in any part of the common areas or parking areas. No building, structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained in the common areas or parking areas. Any authorized vehicles for which parking has been provided by the Landlord must be currently licensed and in road worthy condition or it may be removed by the Landlord at the Tenant(s) expense without further notice.
- BLOCK HEATERS** (51) Block heaters in motor vehicles shall not be connected to any domestic electrical outlet nor shall in-car heaters be connected to outside plug ins. Block heaters are to be used only a few hours at a time.

SWIMMING POOLS (52) The Tenant covenants to abide with the swimming pool regulations as they may apply in any given year as are posted or circulated by the Landlord.

### CARE AND USE OF THE RENTED PREMISES

FLOORS (53) ALL FLOORING MUST BE KEPT CLEAN BY THE TENANT AT HIS OWN EXPENSE, PLASTIC FINISHES MUST NEVER BE USED BY THE TENANT. All hard flooring must be kept clean, waxed and polished. HARDWOOD FLOORS: to be cleaned by hardwood cleaner only (never with water), waxed with an appropriate product according to direction. CARPETING, if provided, shall be vacuumed weekly, more often if necessary, spot cleaned and shampooed as necessary and according to the Landlord's direction. Should any area carpeting become damp or wet for any reason the Tenant shall immediately vacuum it back to dry condition. The Tenant shall cover the flooring with scatter rugs in all areas of excessive wear, especially in front of all sofas and in hallways.

WALLS (54) Walls are to be treated like furniture! Hang pictures only from small finishing nails, masonry walls should have small holes drilled first, no shelves or heavy objects are to be hung from the walls. The entire wall may be repaired at the tenant's expense if more than 2 small nails are used per wall, or if screw or anchor holes, decals, adhesive anchors or wall paper is left by the tenant. No painting, decorating or repairs shall be done without the written consent of the Landlord.

DRAPES (55) Proper curtains, drapes or shades shall be properly hung in all windows. No alterations or substitutions shall be made to curtain rods, drapes or blinds supplied by the Landlord without the written permission of the Landlord. Any curtain rod or rods removed and stored by the Tenant and replaced by him prior to vacating the premises.

WATER (56) Water shall not be left running except when in actual use. Defective taps and plumbing must be reported promptly to the owner or agent. If no repair is effected within 3 days, notice in writing must be forwarded to the Landlord at his legal address.

DRAINS (57) The Tenant shall be responsible for the cost of clearing all clogged drains and toilets. No garbage, refuse, sanitary napkins, tampons, disposable diapers are to be flushed down the toilet or allowed to enter the drainage system. NEVER POUR HOT GREASE OR FAT DOWN THE DRAIN. Pour it into a can, refrigerate it, and then put it into the garbage.

WINDOWS ENERGY CONSERVATION (58) Tenants must take care to keep windows and doors closed and secured during windy, cold, or stormy periods so as to prevent damage to the Landlord's or other Tenant's property and to CONSERVE THE HEAT DURING THE HEATING SEASON. The Tenant further agrees that he/she will not install an air conditioner which is strictly prohibited when the Landlord provides the electricity unless permission is granted in writing. The Landlord may require additional rent for it. R.T.A. S.121

HUMIDITY AND MOLD (59) Notwithstanding the above (58), the Tenant(s) shall provide adequate ventilation to prevent excessive moisture build up upon walls and windows. In particular, the Tenant shall close the door to the bathroom and turn on the ventilation or open the window for 5 minutes after a steamy shower. Avoid excessive rapid boiling of water while cooking, cloths drying, or lots of plants in the unit. The Tenant shall wash all mold off all cleanable surfaces to prevent its accumulation. If the problem persists, contact your landlord for further information on the control of mold. Mold is avoidable!

ALTERATIONS (60) No locks, awnings, TV, communications equipment or radio antennae, extra telephone and cable connections, gas or electric fittings shall be installed, altered or added to by the Tenant without the written permission of the Landlord. Heating, plumbing, electrical and mechanical equipment and fixtures shall not be tampered with by the Tenant, members of his family, etc. In the event of improper operation of such equipment from any cause, the Landlord or his/her agent shall be notified without delay.

GLASS AND HARDWARE (61) All glass, locks, hardware and trimmings in or upon the rented premises shall be kept whole and operable. Replacements and/or repairs to be made at the Tenant's expense to the satisfaction of the Landlord.

PETS (62) The Landlord may seek an Order to evict the Tenant(s) for the following illegal acts with respect to their dogs and cats. Failure of the Tenant(s) to: R.T.A. S 61

- (a) license the animals with the local municipality.
- (b) keep the animals leashed when outside the unit.
- (c) have an up to date rabies vaccination and certificate.
- (d) follow a strict "stoop and scoop" policy for excrement.
- (e) limit the number of animals to that allowed by the municipality.

The Tenant(s) will provide the Landlord with copies of animal licenses and rabies or health certificates when requested.

The Landlord may also seek an eviction order for the following reasons. *R.T.A. S.76*

- (f) allowing pets to disturb the quiet enjoyment by the Landlord or other tenants with noise, odor, fleas or unsanitary conditions.
- (g) keeping pets that are causing allergic reactions to the Landlord or other tenants.
- (h) keeping animals that are dangerous or perceived to be dangerous to the Landlord or other tenants.

The Tenant hereby accepts the following responsibility for ordinary cleanliness. *R.T.A. S. 33, 76*

- (i) in all cases where a dog or cat has been kept on the premises, the Tenant(s) agrees to pay to have the carpets and other flooring supplied by the Landlord professionally shampooed, fumigated and deodorized at the end of their tenancy and more often if the Landlord determines that it is necessary.

This will also be done to prevent allergic reaction to present and future tenants and their guests *R.T.A. S. 33, 76*.

- (j) the Tenant shall be liable for the full replacement cost of carpeting, flooring and other items if stains, odor and scratches cannot be eliminated. *R.T.A. S. 34*

- (k) All pets brought onto the premises must be carried down halls, stairs and elevators. They are not to be walked even on a leash in order to maintain sanitary conditions for the other tenants. *R.T.A. S. 33, 64*

#### FIRES

(63) No barbecuing, no charcoal fire or any other type of fire shall be permitted on the premises, the balconies or the environs of the building, except in designated areas not within 8 feet of the building under the Fire Code. It is also illegal and dangerous to bring propane into or through the building.

#### CARE OF REFRIGERATOR

(64) ICE MUST NEVER BE SCRAPED from any surface of the refrigerator and heating devices, electrical or other HEATERS MUST NEVER BE USED. To defrost safely and quickly, place hot water in pan inside the freezing compartment. However, the plastic parts of the refrigerator must not be subjected to water hotter than the hand can reasonably bear. Inattention to these instructions can result in costly repairs at the expense of the Tenant.

#### KEYS

(65) All keys are to be returned upon the termination of the tenancy. If any of said keys are not returned, the Tenant shall pay the Landlord an administrative charge of \$ 25.00 each.

#### LAUNDRY

(66) All laundry shall be washed and dried in the laundry room provided by the Landlord. Tenants may utilize the laundry facilities between the hours of 8:00 a.m. and 9:00 p.m. daily. En-suite washers and dryers are prohibited due to the potential of water damage and noise.

#### FURNISHINGS

(67) The "furnishings" shall be deemed to include an electric refrigerator, stove, kitchen cupboards, and any other articles or equipment installed by the Landlord.

#### WATER FILLED FURNISHINGS

(68) Water filled furniture shall not be used nor brought onto the premises without the Landlord's prior written permission. The tenants must show proof of insurance for it.

#### VERMIN

(69) The Tenant shall be responsible for the cost to eliminate vermin (insects and rodents) whether brought into the building by pets, the Tenants possessions or due to unsanitary conditions caused by the Tenant. The Tenant hereby consents to the entry by the Landlord, or agent for the purpose of eliminating the vermin.

#### SMOKE DETECTORS

- (70) (a) The Landlord shall ensure that there is a functional smoke detector installed in the Rented Premises at the time the Tenant takes possession of the unit. Thereafter, the Tenant shall replace the battery in it as is necessary, or notify the landlord to do so.
- (b) The Tenant shall periodically test the smoke detector using the test button (an alarm should sound during this test) and ensure that the detector is securely fastened and that there is no obstruction of the air flow to the detector. Alternatively, the Tenant shall arrange for the smoke detector to be tested/inspected by the Landlord.
- (c) The Tenant shall notify the Landlord in writing of a non-functional detector.
- (d) In the event of an absence of the Tenant for 7 or more days, the Tenant undertakes to have the

smoke detector tested or alternatively to arrange for the detector to be tested by the Landlord (on battery operated models.)  
(e) A Tenant who disables a smoke detector is subject to a \$235.00 fine under the Ontario Fire Code Article 6.3.3.4.

**PROCEDURE AT THE TERMINATION OF THIS LEASE**

- NOTICE TO VACATE** (71) THE TENANT SHALL GIVE NOT LESS THAN 60 DAYS NOTICE IN WRITING PRIOR TO THE TERMINATION OF THIS LEASE, OF THEIR INTENTION TO VACATE stating the date the notice was given to the Landlord, all the Tenants proper names, the address of the Rented Premises, the date of termination of the tenancy, and the signature of all the Tenants. It is in the Tenants interest to do this properly to avoid further liability for rent! *R.T.A. S. 37, 44, 47*
- RESPONSIBILITY FOR RE-RENTAL** (72) Should the Tenant effectively deny the Landlord reasonable viewing rights, damages could include a full month's rental loss, for which the Tenant shall be required to indemnify the Landlord. Inadequate housekeeping in the unit or damages to the unit, either of which are perceived to deter applicants and hence deny the Landlord the opportunity to re-rent the unit, could also result in the Tenant being held liable for further rent.
- CONDITIONS ON VACATING** (73) The Tenant agrees that the rented premises shall be left **FIT FOR IMMEDIATE OCCUPANCY BY A NEW TENANT**, clean, undamaged and with all furniture and refuse removed. The tenant agrees to an inspection during the week prior to vacating and upon completion of the tenancy.
- CLEANING** (74) And without limiting the generality of the foregoing, the by Tenant, Tenant shall in particular  
(a) Clean all floors, walls, kitchen and bathroom fixtures.  
(b) Leave the stove, refrigerator, and any other appliance in immaculate condition, inside and out.  
(c) Clean and defrost the refrigerator, but leave it running.  
(d) Remove all contents from locker, including refuse and leave same clean and unlocked, properly dispose of all garbage and remove all their furnishings from the premises. *R.T.A. S 33*
- CLEANING BY LANDLORD** (75) This lease provides for the cleaning of the rental unit by the Landlord or agent after the unit has been vacated, or the tenancy has been terminated, if the Rented Premises have not been cleaned by the Tenant(s) as required above. The Tenant(s) shall reimburse the Landlord or agent \$15.00 per hour plus costs for this service. *R.T.A. S. 33.*
- VACATING TIME** (76) The Landlord and Tenant agree that vacancy to be complete by 4 p.m. on the final day of this tenancy agreement unless otherwise agreed to between Landlord and Tenant, failure of which the Landlord may invoke Paragraph 17. The Landlord and Tenant(s) here by agree that the Landlord may remove and dispose of any of the tenant's possessions immediately upon the termination time of this lease, if they interfere with a new tenant taking possession of the rental unit, or the preparation of that unit for the tenant. *R.T.A S. 41 (5), 42, 44(2)*

**GENERAL**

- ADDITIONS TO RULES AND REGULATIONS** (77) The Landlord shall have the right to make such other further and reasonable rules and regulations as in the Landlord's judgment may from time to time be needful.  
(78) The Tenant acknowledges that the imposition of such rules and regulations shall not create nor imply any obligation of the Landlord to enforce them or create a liability of the Landlord for their non-enforcement.

**\*\* ANY PETS? \*\*** Please read paragraph (62) concerning your responsibility for pets under the Residential Tenancies Act.

**ADDENDUMS TO THIS LEASE** The following addendum's form part of this Lease or Tenancy Agreement:  
They are: ... ..

..... X *Tenant*

The Tenant has paid \*\*\*\*\* ( \$.....) towards the last month rent deposit on the ..... day..... month..... year  
..... X Landlord

Herein are listed any special agreements or exceptions to the above rules:

IN WITNESS WHEREOF the parties hereto have executed this Lease. SIGNED AND DELIVERED at

.....city..... this..... day... of ... month ..... year.

..... X ..... X ..... X  
*Tenant Tenant Tenant*  
..... X ..... X ..... X  
*Witness Witness Witness*  
..... X ..... X  
*Witness Landlord/Agent*

WHEN A GUARANTOR is provided, the GUARANTOR covenants with the Landlord that the GUARANTOR is jointly and severally bound with the Tenant under this Lease. In the enforcement of its rights hereunder the Landlord may proceed against the GUARANTOR as if the GUARANTOR were named as a Tenant in this Lease

.....X ..... X  
*witness Guarantor*

**ACKNOWLEDGMENTS**

I/WE hereby acknowledge receipt of a duplicate original executed copy of this Tenancy Agreement.

..... X *Tenant*

I/WE hereby acknowledge receipt of a copy of "Information for New Tenants"

.....X *Tenant*

**KEY RECEIPT**

I/We acknowledge receipt of the following keys: specify (yes/no.)

Apt. Door ( ), Mail box ( ), Outside doors ( ),  
Laundry room ( ), Garage ( ), Others ( ).

Keys: The Tenant acknowledges having received one set of keys as listed in key receipt above. All keys listed are to be returned upon the termination of the tenancy. If any of the said keys are not returned by the end of the Tenancy, the Tenant shall pay the Landlord an administrative charge of \$25.00 EACH

.....X *Tenant*

**SMOKE DETECTOR**

There was an operating smoke detector in the unit at the time of taking possession of the unit. The Tenant responsible to check and maintain the batteries in it if applicable, and has read paragraph # 70 regarding the maintenance of smoke detectors.

..... X *Tenant*

*This Lease is prepared for the exclusive use by members of:*