

## Form P: Standard Form of Lease

(Residential Tenancies Act, R.S.N.S. 1989, c. 401)



### 1. Parties

**This agreement is made in duplicate between**

**Landlord** (company or first name, initial, last name)

Street number and  
name (civic address) \_\_\_\_\_

Apartment \_\_\_\_\_ City or town \_\_\_\_\_ Postal code \_\_\_\_\_

Phone (home) \_\_\_\_\_ Phone (business/other) \_\_\_\_\_

**and**

**Tenant** (first name, initial, last name) \_\_\_\_\_

**Tenant** (first name, initial, last name) \_\_\_\_\_

**Tenant** (first name, initial, last name) \_\_\_\_\_



### 2. Occupants

**Other adults or children who will occupy premises** (first name, initial, last name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Only those tenants and occupants named are allowed to live in the premises without written consent of the landlord.



### 3. Premises

**The landlord will rent to the tenant and the tenant will rent from the landlord the premises at**

Street number and  
name (civic address) \_\_\_\_\_

Apartment \_\_\_\_\_ City or town \_\_\_\_\_ Postal code \_\_\_\_\_

Type of property (specify)

\_\_\_\_\_

Tenant's mailing address

P.O. box (if applicable) \_\_\_\_\_ Postal code \_\_\_\_\_

Tenant's phone (home) \_\_\_\_\_ Tenant's phone (business/other) \_\_\_\_\_

## Form P: Standard Form of Lease

(Residential Tenancies Act, R.S.N.S. 1989, c. 401)



### 4. Emergency contact

Next of kin (first name, initial, last name) \_\_\_\_\_

Emergency contact phone \_\_\_\_\_

Next of kin address  
(Street number and name) \_\_\_\_\_

Apartment \_\_\_\_\_ City or town \_\_\_\_\_ Postal code \_\_\_\_\_

Phone (home) \_\_\_\_\_ Phone (work) \_\_\_\_\_



### 5. Property manager or agent

**The current agent or property manager for the landlord is** (first name, initial, last name)

\_\_\_\_\_

Street number and  
name (civic address) \_\_\_\_\_

Apartment \_\_\_\_\_ City or town \_\_\_\_\_ Postal code \_\_\_\_\_

Phone (home) \_\_\_\_\_ Phone (business/other) \_\_\_\_\_



### 6. Building superintendent

**The current superintendent for the building is** (first name, initial, last name)

\_\_\_\_\_

Street number and  
name (civic address) \_\_\_\_\_

Apartment \_\_\_\_\_ City or town \_\_\_\_\_ Postal code \_\_\_\_\_

Phone (home) \_\_\_\_\_ Phone (business/other) \_\_\_\_\_



### 7. Electronic address for service of documents by landlord on tenant (optional)

**The Tenant(s) agree(s) to provide the following electronic address(es) to receive service of documents from the landlord:**

Electronic address \_\_\_\_\_

Electronic address \_\_\_\_\_

Electronic address \_\_\_\_\_

## Form P: Standard Form of Lease

(Residential Tenancies Act, R.S.N.S. 1989, c. 401)



The tenant(s) may change the electronic address by serving written notice of the new electronic address to the landlord in accordance with subsection 15(1) of the Act.

If the tenant provides an electronic address under this clause, the landlord may use this electronic address to serve to the tenant any Notice to Quit or other documents under the Act, including Applications to the Director.



### 7A. Electronic address for service of documents by tenant on landlord (optional)

**The landlord agrees to provide the following electronic address to receive service of documents from the tenant:**

Electronic address \_\_\_\_\_

The landlord may change the electronic address by serving written notice of the new electronic address on at least one of the tenants listed in this lease in accordance with subsection 15(2) of the act.

If the landlord provides an electronic address under this clause, the tenant may use this electronic address to serve the landlord any Notice to Quit or other documents under the act, including Applications to the Director.



### 7B. How to serve

**All Notices to Quit or service of documents, except Applications to the Director, must be in writing and served in accordance with Section 15 of the Act.**

Applications to the Director must be served in accordance with subsections 13(2A), (2B) and (2C) of the Act.



### 8. Lease type (complete either 8A for periodic lease or 8B for fixed-term lease, but not both)

#### 8A Periodic lease

The tenancy is to start on the (date) \_\_\_\_\_ day of (month) \_\_\_\_\_, 20\_\_\_\_, and this is the anniversary date as defined in the Act.

The term is to run (check one)

☐ year-to-year

☐ month-to-month

☐ week-to-week

and the tenancy continues until the landlord or the tenant gives proper notice to terminate.

#### 8B Fixed-term lease

The tenancy is for a fixed-term, beginning on

the (date) \_\_\_\_\_ day of (month) \_\_\_\_\_, 20\_\_\_\_,

and ending the (date) \_\_\_\_\_ day of (month) \_\_\_\_\_, 20\_\_\_\_.

Any continuation of the tenancy at the end of a fixed-term requires the written consent of the landlord. At the end of the fixed-term, the tenancy is finished and the tenant must vacate.

## Form P: Standard Form of Lease

(Residential Tenancies Act, R.S.N.S. 1989, c. 401)



### 9. Public housing (check if applicable)

☐ The residential premises are administered under a public housing program as defined in clause 2(fb) of the Residential Tenancies Act. Program eligibility requirements and rules relating to changes in rent are contained in Schedule \_\_\_\_\_, attached.

- Where if a landlord administers a public housing program, a tenant shall provide income verification in the form required by the public housing program.
- Tenants in a public housing program are not permitted to sublet the premises.



### 10. Rent

The tenant will pay rent of \$\_\_\_\_\_

per ☐ week  
☐ month

by ☐ cash  
☐ pre-authorized automatic withdrawal  
☐ post-dated cheques  
☐ cheque  
☐ other (specify) \_\_\_\_\_

Rent is due on the \_\_\_\_\_ day of each month/week and  
is payable to \_\_\_\_\_.

A late payment fee, if any, will be charged at no more than 1% per month of the monthly rental.



### 11. Rent increases

The landlord shall not increase the rent under this lease for 12 months.

The landlord shall not give a notice of rent increase that provides for a different rent increase amount if the lease is renewed for a different type of term.

The landlord must give a written notice to the tenant of an increase:

- 4 months before the the effective date of the increase for a month-to-month or year-to-year lease
- 8 weeks before the the effective date of the increase for a week-to-week lease
- 7 months before the anniversary date of a manufactured home space lease

**Note:** The landlord may select a date to be the annual rent increase date for all manufactured home spaces owned or managed by the landlord. If an annual rent increase date is used, notice must be given 7 months before this date. The landlord must serve the notice of rent increase on the tenants of the land-lease community.

If the landlord administers a public housing program and the amount of the tenant's rent is increased solely on the basis of an increase in income, the restrictions on frequency of rental increases and notice requirements do not apply.

## Form P: Standard Form of Lease

(Residential Tenancies Act, R.S.N.S. 1989, c. 401)



### 12. Rental incentive (if any)

In signing this lease, the landlord grants to the tenant the following incentives, which will remain in effect for the duration of the lease:

---

---

---

The tenant is not required to repay or return any rental incentive if he or she terminate the lease before the end of the term in accordance with the Residential Tenancies Act or sublets or assigns the residential premises to a tenant with the consent of the landlord.



### 13. Rent includes

The rent includes:

#### Appliances

- ☐ stove
- ☐ refrigerator
- ☐ washer & dryer
- ☐ dishwasher
- ☐ furniture

#### Utilities

- ☐ washer and dryer (coin operated)
- ☐ cable service
- ☐ heat
- ☐ water
- ☐ hot water
- ☐ electricity
- ☐ parking: # of spaces \_\_\_\_\_ ; space # \_\_\_\_\_
- ☐ facilities to separate recyclables, organics and refuse

#### Other (specify)

- ☐ lawn care
- ☐ snow removal
- ☐ garbage removal

☐ \_\_\_\_\_

☐ \_\_\_\_\_

The landlord is responsible for providing these services and the discontinuance of a service is deemed to be a rental increase.

The tenant is responsible for the following

- ☐ lawn care
- ☐ late payment charges
- ☐ snow removal
- ☐ returned cheque charges not to exceed \_\_\_\_\_
- ☐ garbage removal
- ☐ parking @ \_\_\_\_\_ /month for \_\_\_\_\_ spaces
- ☐ tenant insurance
- ☐ locked out charges/keys not to exceed \_\_\_\_\_
- ☐ separation of recyclables, organics and refuse
- ☐ assignment/sublet expenses incurred (not to exceed \$75)



### 14. Additional obligations

---

---

---

## Form P: Standard Form of Lease

(Residential Tenancies Act, R.S.N.S. 1989, c. 401)



### 15. Security deposit

☐ A security deposit is not required.

OR

☐ A security deposit of \_\_\_\_\_ (not to exceed 1/2 month's rent)  
will be deposited for the tenant by the landlord at \_\_\_\_\_ (financial institution/branch)

\_\_\_\_\_ in a trust account within 3 days of its receipt, and will be returned to the tenant with interest within 10 days of the termination of this lease. The landlord shall file a claim for unpaid rent and/or damages within 10 days of the termination of the lease if the deposit is not returned.



### 16. Inspection

An inspection of the premises and the preparation of a written inspection report signed by the landlord and tenant no later than 7 days after the start of the tenancy and no later than 7 days after the end of the tenancy is recommended. If a report is prepared it forms part of the lease.

- ☐ An inspection report is attached to the lease.  
☐ An inspection report is not attached.



### 17. Statutory conditions and reasonable rules

The landlord and tenant promise to comply with the statutory conditions set out in Schedule A.  
The rules of the building are attached, hereto

- ☐ No  
☐ Yes ➔ see Schedule \_\_\_\_\_



### 17A. Assigning or subletting premises

The tenant may assign or sublet the premises, subject to the consent of the landlord. The landlord may not arbitrarily or unreasonably withhold consent or charge for consent unless the landlord has actually incurred expense in granting the consent.



### 18. Rental arrears

In a fixed-term, year-to-year or month-to-month tenancy, where the tenant has not paid the rent on or before the 15<sup>th</sup> day after the rent is due, on or after the 16<sup>th</sup> day after the rent is due the landlord may give to the tenant Notice to Quit. The Notice to Quit is to be effective not earlier than the 15<sup>th</sup> day after the date the Notice to Quit is given to the tenant. Not later than 15 days after receiving the Notice to Quit, the tenant may

(a) pay to the landlord the rent that is in arrears, and on the payment of that rent the Notice to Quit is void and of no effect and this lease continues; or

(b) apply to the Director for an order setting aside the Notice to Quit.

If the tenant does not pay the rental arrears or make an Application to the Director by the end of the 15<sup>th</sup> day after receiving the Notice to Quit, the tenancy is terminated and the tenant must vacate the premises by the effective date of the notice.

In a week-to-week tenancy, where the tenant has not paid the rent on or before the 7<sup>th</sup> day after the rent is due, on or after the 8<sup>th</sup> day after the rent is due the landlord may give to the tenant Notice to Quit. The Notice to Quit is to be effective not earlier than the 7<sup>th</sup> day after the date the Notice to Quit is given to the tenant.

## Form P: Standard Form of Lease

(Residential Tenancies Act, R.S.N.S. 1989, c. 401)



### 19. Tenant's notice to quit (except fixed-term)

All notices to quit for a tenancy other than a fixed-term must be given by the tenant in writing in accordance with the following table

Type of Tenancy	Notice Period
<input type="checkbox"/> year-to-year .....	at least 3 full months before the end of any year (a year for this purpose begins on the anniversary date) <b>OR</b> if the tenant receives a notice of rent increase, at least 3 full months before the effective date of the rent increase.
<input type="checkbox"/> month-to-month .....	at least 1 full month before the end of any month
<input type="checkbox"/> week-to-week .....	at least 1 full week before the end of any week
<input type="checkbox"/> manufactured home space.....	at least 1 full month before the end of the tenancy



If the notice is to be given based on a period of 1 or more months, the notice must be given before the day of the month that rent is payable under this lease.

### 20. Landlord's notice to quit

A landlord may not give a notice to quit except in accordance with Section 10 of the Residential Tenancies Act.

### 21. General

This lease is for the benefit of and is binding on the landlord and tenant and their heirs, executors, administrators, assigns and personal representatives.

### 22. Tenants responsible for complying with terms and conditions

**Any or all tenants signing this lease take full responsibility for complying with all of its terms and conditions.**  
**Attachments** (initials required)

- 1 \_\_\_\_\_ At least one tenant has received a copy of the Act in the following form:  
(check applicable option below)
- ☐ paper copy
  - ☐ electronic copy
  - ☐ web address for copy published online <https://nslegislature.ca/sites/default/files/legc/statutes/residential%20tenancies.pdf>
- within 10 days of the earliest of:
- (a) the date specified in the lease as the start of the tenancy;
  - (b) signing the lease;
  - (c) receiving keys to the premises;
  - (d) taking possession of or occupying the premises.
- 2 \_\_\_\_\_ All tenants have received a copy of the signed lease within 10 days of the date of the signing of the lease.
- 3 \_\_\_\_\_ All tenants have read, signed and received the rules and attachments to this lease.

## Form P: Standard Form of Lease

(Residential Tenancies Act, R.S.N.S. 1989, c. 401)



**Sign both copies separately. Before you sign, please read the following notice.**

### TENANTS - GIVING NOTICE

**IF YOU WISH TO TERMINATE A YEAR-TO-YEAR LEASE AT THE END OF THE LEASE TERM, the law requires that you must give at least 3 months' written notice on or before \_\_\_\_\_ (notice date—3 months prior to anniversary date).**

**Otherwise, the lease will automatically be renewed for another year.**

**IF YOU ARE IN A YEAR-TO-YEAR LEASE AND YOU RECEIVE A NOTICE OF RENT INCREASE FROM YOUR LANDLORD, you may terminate the lease by giving at least 3 months' written notice before the effective date of the rent increase.**

**IF YOU WISH TO TERMINATE A MONTH-TO-MONTH LEASE OR A MANUFACTURED HOME SPACE LEASE, you must give at least 1 full month's written notice before the expiration of any such month.**

**IF YOU WISH TO TERMINATE A WEEKLY TENANCY, you must give 1 full week's written notice before the expiration of any such week.**



**Sign and date TWO copies of this lease.**

Date (YYYY MM DD) \_\_\_\_\_ Landlord's signature \_\_\_\_\_

**ANY OR ALL TENANTS SIGNING THIS LEASE TAKE FULL RESPONSIBILITY FOR COMPLYING WITH ALL OF ITS TERMS AND CONDITIONS.**

Date (YYYY MM DD) \_\_\_\_\_ Tenant's signature \_\_\_\_\_

Date (YYYY MM DD) \_\_\_\_\_ Tenant's signature \_\_\_\_\_

Date (YYYY MM DD) \_\_\_\_\_ Tenant's signature \_\_\_\_\_



## Schedule A: Statutory Conditions

(Section 9, Residential Tenancies Act)

- 9(1)** Notwithstanding any lease, agreement, waiver, declaration or other statement to the contrary, where the relation of landlord and tenant exists in respect of residential premises by virtue of this Act or otherwise, there is and is deemed to be an agreement between the landlord and tenant that the following conditions will apply as between the landlord and tenant as statutory conditions governing the residential premises:

### Statutory Conditions

- 1 Condition of Premises** - The landlord shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any statutory enactment or law respecting standards of health, safety or housing.
- 2 Services** - Where the landlord provides a service or facility to the tenant that is reasonably related to the tenant's continued use and enjoyment of the premises such as, but not so as to restrict the generality of the foregoing, heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the landlord shall not discontinue providing that service to the tenant without proper notice of a rental increase or without permission from the Director.
- 3 Good Behaviour** - A landlord or tenant shall conduct himself in such a manner as not to interfere with the possession or occupancy of the tenant or of the landlord and the other tenants, respectively.
- 4 Obligation of the Tenant** - The tenant is responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by wilful or negligent act of the tenant or of any person whom the tenant permits on the premises.
- 6 Abandonment and Termination** - If the tenant abandons the premises or terminates the tenancy otherwise than in the manner permitted, the landlord shall mitigate any damages that may be caused by the abandonment or termination to the extent that a party to a contract is required by law to mitigate damages.
- 7 Notice of Entry** - A landlord may enter the premises if the landlord has given the tenant notice of entry that
  - (a) is in writing;
  - (b) states the purpose of entry, which must be reasonable;
  - (c) states the date and time of the entry, which must be between 8 a.m. and 8 p.m., unless the tenant agrees to a different time;
  - (d) is given by the landlord to the tenant at least 24 hours and not more than 30 days before the day of entry; and
  - (e) is delivered
    - (i) using a method set out in subsection 15(2) of the Act; or
    - (ii) by text sent to a telephone number provided by the tenant for the landlord to provide notice of entry.

## Schedule A: Statutory Conditions

(Section 9, Residential Tenancies Act)



- 7A Entry without Written Notice** - A landlord shall not enter the premises without written notice unless
- (a) there is an emergency and the entry is necessary to protect life or property;
  - (b) the tenant gives consent at the time of entry;
  - (c) the tenant gives consent not more than thirty days before the entry; or
  - (d) the tenant reasonably appears to have abandoned the residential premises.
- 8 Entry Doors** - Except by mutual consent, the landlord or the tenant shall not during occupancy by the tenant under the tenancy alter or cause to be altered the lock or locking system on any door that gives entry to the premises.
- 9 Late Payment Penalty** - Where the lease contains provision for a monetary penalty for late payment of rent, the monetary penalty shall not exceed one per cent per month of the monthly rent.

- 9(2)** In addition to the statutory conditions set out in subsection (1), there is and is deemed to be an agreement between the landlord and tenant that the following statutory conditions apply as between them in respect of the lease of a manufactured home space or a manufactured home in a land-lease community:

### Statutory Conditions Respecting Lease of a Manufactured Home Space or a Manufactured Home in a Land-lease Community

- 1** The landlord shall not restrict in any way the right of a tenant to sell, lease or otherwise part with the possession of a manufactured home by the tenant.
- 1A** Where a tenant wishes to sell or otherwise part with possession of a manufactured home, the tenant may apply in writing to the landlord on behalf of the person who wishes to acquire title to or possession of the manufactured home to become a tenant of the manufactured home space upon which the manufactured home is located.
- 1B** The consent of the landlord required by Statutory Condition 1A. will not arbitrarily or unreasonably be withheld.
- 1C** The landlord shall not charge a commission or fee for granting consent required by Statutory Condition 1A., other than the landlord's reasonable expenses actually incurred in respect to the grant of consent.
- 1D** The landlord shall in writing, within ten days of receipt of the request made pursuant to Statutory Condition 1A., consent to the request or set out the reasons why consent is being withheld, failing which the landlord is deemed to have given consent to the request.
- 2** The landlord shall not receive any compensation for acting as the agent of the tenant in any negotiations to sell, lease or otherwise part with possession of a manufactured home space or a manufactured home situate in a land-lease community, unless provided for in a separate written agency agreement that is entered into by the tenant
- (a) after the tenant enters into the tenancy agreement; and
  - (b) at the time that the tenant decides he wishes to offer his manufactured home for sale or lease or otherwise part with the possession of his manufactured home or manufactured home space.

## Form P: Standard Form of Lease

(Residential Tenancies Act, R.S.N.S. 1989, c. 401)



- 3(1)** Except as provided in this condition, the landlord shall not restrict in any way the right of the tenant to purchase goods or services from the person of the tenant's choice.
- (2)** The landlord may set reasonable standards for manufactured home equipment.
- (3)** Where a person who does not live in the land-lease community and who is offering goods or services for sale
  - (a) unduly disturbs the peace and quiet of the land-lease community;
  - (b) fails to observe reasonable rules of conduct that have been established by the landlord; or
  - (c) violates the traffic rules of the land-lease community, despite a request by the landlord to discontinue the conduct, the landlord may restrict or prohibit the entry of that person into the land-lease community.
- 4** The landlord is responsible for compliance with municipal by-laws in respect of the common areas of the land-lease community and the services provided by the landlord to the tenants in the land-lease community.
- 5** The tenant is responsible for compliance with municipal by-laws in respect of the tenant's manufactured home and the manufactured home space on which it is located to the extent that the landlord is not responsible.



# ELFATIH MANAGEMENT HALIFAX

Property Manager: Mohammed H  
Get in Touch via phone +1 902-488-2705  
Email representatives via [info@elfatihmanagement.ca](mailto:info@elfatihmanagement.ca)

Clarkson Properties Limited  
Landlord: [jhoeven@eastlink.ca](mailto:jhoeven@eastlink.ca)  
(902) 476-5328

## Additional Terms & Conditions

## Schedule B

1. No pets permitted without written permission of landlord. The tenant agrees to keep the property free of feces. The tenant shall be responsible for any damage or odour caused by any pets.
2. The tenant agrees that the parking area will be shared with the lower level flat. No vehicles are to be parked on the grassed areas.
3. Tenant acknowledges receipt of and promises to comply with occupancy rules as per Schedule A Statutory Conditions and this Schedule B.  
Occupancy is limited to the tenants noted on the lease. No tenant shall take roomers or
4. boarders in any property. The tenant agrees that the property will be occupied by **only** those authorized on the approved "Offer to Lease".  
  
Tenants are responsible for the following services: Electricity, telephone, cable and internet,
5. snow removal of walkways, driveway and steps to unit, garbage removal, tenant insurance, late payment charges, returned cheque charges, locked out charges/keys.
6. Neither the Owner's nor the Property Manager's insurance cover the Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or any other reason. Owner and Property Manager assume no liability for any loss. Tenant is required to obtain tenant liability insurance, and this insurance must be maintained throughout the lease term. Tenant must provide a valid copy of said insurance to the Landlord/ Property Manager, prior to move in. Failure to provide a copy of insurance may result in the termination of this lease agreement at the discretion of the Owner/Property Manager. The Tenant agrees to provide the Owner/Property Manager with a copy of the insurance renewal documentation each year of the tenancy.
7. These premises are to be maintained as a smoke free environment. Smoking on the premises is **strictly** prohibited by tenants and guests. Any smoking on or within the premises, of any kind, shall be subject to a \$500.00 fee and will be the responsibility of and charged to the tenant.
8. Tenants agree to ensure smoke detectors are in working order at the start of the tenancy, not to unplug smoke detectors at any time during the tenancy period, and to ensure that smoke detectors are maintained during the tenancy, including the replacement of batteries. A smoke alarm checklist and maintenance form will be signed at the start of the lease.  
Tenants are not to possess or store any firearm, burning fluid, chemical, oil, gunpowder or other
9. explosive, flammable, offensive, or illegal substance; other than those for normal legal use. The Tenant agrees that every effort will be made to protect the hardwood and/or laminate floors, which would include, but is not limited to, placing felt pads under the furniture. It is
- 10.

Initials \_\_\_\_\_



# ELFATIH MANAGEMENT HALIFAX

Property Manager: Mohammed H  
Get in Touch via phone +1 902-488-2705  
Email representatives via [info@elfatihmanagement.ca](mailto:info@elfatihmanagement.ca)

Clarkson Properties Limited  
Landlord: [jhoeven@eastlink.ca](mailto:jhoeven@eastlink.ca)  
(902) 476-5328

understood that water should not be used to clean these floors, only appropriate cleaners made for laminate or hardwood should be used.

11. No satellite dishes or other equipment shall be moved or attached to the property without express permission by the landlord.

12. The Tenant(s) agree to use the heat responsibly and to keep windows closed during the heating season. The Tenant shall maintain sufficient heat in the residential premises at all times to prevent freezing of pipes and other damage in the premises. If in default thereof, the Tenant shall cause to be repaired at their expense all damage caused by such freezing.

13. All proposed sublet agreements are subject to landlord prior approval and a \$75 administrative fee.

14. Tenants are responsible to keep the exterior of the building neat and tidy. The lawn is to be mowed. Snow clearing is the responsibility of the tenants, including sidewalks. No storage of personal belongings is permitted outside the building. No sign, advertisement or notice shall be inscribed or affixed on any part of the inside or outside of the house or building.

15. Tenants are responsible to clean the rental unit on a regular basis. Floors and carpets are to be cleaned regularly. Bathrooms are to be cleaned including the floor, sink, toilet, tub, and shower. The Tenant(s) are responsible for the proper use, care and cleaning of all appliances according to the appliance guides. Any damage to the appliances, beyond normal wear and tear, is the responsibility of the Tenant

16. Tenants agree to take good care of the property and its fixtures and to:

- a. leave all light fixtures, fans, blinds, screens, shower rods, shelves, towel racks and light bulbs;
- b. not paint or paper any walls, ceiling, wood trim, windows or door frames without permission from the Landlord or the Landlord's agent. Any wall paper used must be dry strippable
- c. use reasonable size nails or hangers on walls for pictures, mirrors, etc. which will not damage the walls. Removable adhesive wall hanging devices are permitted.

17. Tenants are responsible to ensure that noise levels after 11:00 PM are not disruptive to other rental units in the dwelling. Tenants will be warned once if noise levels are disruptive. A second incident will result in an immediate action, including eviction, by the landlord.

18. Tenants are jointly responsible and liable for the cost of repairing damage, including service calls at the tenant's request, caused by tenants or guests, including the following repairs to the premises:

- a. Replacement of light bulbs,
- b. Clogged toilets or drains; no foreign articles are to be put in the toilet.
- c. Repairs required due to the tenant's neglect, misuse, or abuse; and
- d. Expenses and/or damage incurred due to the failure by the tenant to notify the Landlord of any malfunctioning appliances or equipment.

19. Tenant(s) agree to pay any miscellaneous charges arising from his failure to perform obligations under this lease, and for damages to the premises resulting from negligence or misuse by the Tenant, his family, visitors or any household pet. This will include cleaning, deodorizing and

Initials



# ELFATIH MANAGEMENT HALIFAX

Property Manager: Mohammed H  
Get in Touch via phone +1 902-488-2705  
Email representatives via [info@elfatihmanagement.ca](mailto:info@elfatihmanagement.ca)

Clarkson Properties Limited  
Landlord: [jhoeven@eastlink.ca](mailto:jhoeven@eastlink.ca)  
(902) 476-5328

defleaing all carpets as necessary upon vacating the leased premise. Notwithstanding the foregoing, household pets are not permitted unless specifically approved by the Landlord.

20. Tenants are to remove garbage to the curb on a weekly basis. Where landlord is required to remove bags of garbage, tenants will be assessed a charge of \$25 per bag, jointly payable by all tenants in the rental unit.

21. Late payment charges will apply to rental arrears at the rate of 1% per month.

22. Cheques returned by the bank for insufficient funds will have a \$50 fee applied.

23. Payments by electronic funds transfer will incur a \$5 fee per transfer.

24. Tenants are required to vacate the premises no later than 12 noon on the last day of the tenancy period, leaving the premises (including appliances) clean. In the event that any item(s) are left in the premises after that time or the unit is not cleaned, the landlord will remove such item(s) and will charge the tenants the actual cost of removal and cleaning, including supervision costs, which will be jointly payable by all tenants in the rental unit.

25. Periodic inspections of premises may be conducted at the discretion of the landlord to ensure the property is well maintained.

Initials \_\_\_\_\_



# ELFATIH MANAGEMENT HALIFAX

Property Manager: Mohammed H  
Get in Touch via phone +1 902-488-2705  
Email representatives via [info@elfatihmanagement.ca](mailto:info@elfatihmanagement.ca)

Clarkson Properties Limited  
Landlord: [jhoeven@eastlink.ca](mailto:jhoeven@eastlink.ca)  
(902) 476-5328

## Protecting Your Privacy

## Schedule C

We are committed to safeguarding the personal information you have provided to us. By renting a rental unit from Clarkson Properties Limited, you consent to us collecting, using and disclosing your personal information for the following purposes:

1. Communicating with you regarding your lease agreement;
  2. Confirming information provided by you for future Landlord references;
  3. Evaluation and reviewing your lease agreement upon lease renewal;
  4. Detecting and preventing fraud (unpaid rent, NSF cheques, providing false information);
- and
5. Offering and providing maintenance products and services to meet your needs and as required by law.

You may withdraw your consent, however doing so may prevent us from providing you with rental accommodations and/or maintenance services as requested.

We do not sell or otherwise market your personal information to third parties.

All completed applications which do not result in a Standard Form of Lease Agreement being executed will be shredded. All personal information, with the exception of the executed Standard Form of Lease Agreement, will be shredded upon lease termination.

Initials:

\_\_\_\_\_



# ELFATIH MANAGEMENT HALIFAX

Property Manager: Mohammed H  
Get in Touch via phone +1 902-488-2705  
Email representatives via [info@elfatihmanagement.ca](mailto:info@elfatihmanagement.ca)

Clarkson Properties Limited  
Landlord: [jhoeven@eastlink.ca](mailto:jhoeven@eastlink.ca)  
(902) 476-5328

## Mold and Mildew

## Schedule D

This Schedule D shall form part of the Standard Lease Agreement.

**Climate control:** Tenant(s) agree to use all air-conditioning systems, where applicable, in a reasonable manner, and to use heating systems in moderation. The Tenant(s) further agrees to keep the premises properly ventilated by periodically opening windows during dry weather only, to allow circulation of fresh air.

The Landlord or Agent recommends that air conditioning and air ventilation systems are always used if the apartment is equipped with such systems.

**Agreement:** The tenant(s) agree to:

1. Keep the premises clean and regularly dusted, vacuumed and mopped
2. Remove visible moisture accumulation on windows, walls and other surfaces
3. Keep the ventilation or air-conditioning ducts uncovered and unblocked.
4. Regularly clean exhaust fans ceiling fans, dryer vents and ventilation filters if present
5. Use hood vents when cooking, cleaning and dishwashing
6. Use exhaust fans when bathing/showering
7. Wipe down any moisture from windows and sills, bathroom walls and fixtures after bathing and showering
8. Hang shower curtains within the bathtub when showering or securely close shower doors, if present
9. Leave bathroom and shower doors open after use
10. Use dryer, if present, for wet towels
11. Use household cleaners on any hard surfaces
12. Remove any moldy or rotting food
13. Remove garbage regularly
14. Periodically inspect for leaks under sinks
15. Check all washer hoses, if applicable
16. Regularly empty dehumidifier, if used

**Report any issues immediately:** The tenant(s) shall report in writing or by email if any of the following is noted in their rental unit of common areas:

1. Visible or suspected mold
2. All A/C or heating problems or leaks, moisture accumulations or drips from or around any vents, major spillage
3. Musty odors, showers/bath/sink/toilet overflows
4. Leaky faucets, plumbing or moisture build-ups (pet urine accidents, if applicable)
5. Discoloration of walls, baseboards, doors, window frames, ceilings
6. Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
7. Clothes dryer vents leaks





# ELFATIH MANAGEMENT HALIFAX

Property Manager: Mohammed H  
Get in Touch via phone +1 902-488-2705  
Email representatives via [info@elfatihmanagement.ca](mailto:info@elfatihmanagement.ca)

Clarkson Properties Limited  
Landlord: [jhoeven@eastlink.ca](mailto:jhoeven@eastlink.ca)  
(902) 476-5328

**Small areas of mold:** If mold has occurred on a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, the Tenant(s) agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented) Tilex Mildew Remover®, or Clorox Cleanup®.

**VIOLATION OF ADDENDUM:** If the Tenant(s) fails to comply with this addendum, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to: Tenant(s) failure to notify the Property Manager of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and the Landlord or Property Manager shall be entitled to exercise all rights and remedies it possesses against Tenant(s) at law and Tenant(s) shall be liable to the Landlord for damages sustained to the Leased Premises. The Tenant(s) shall hold the Landlord and Property Manager harmless for damage or injury to person or property because of the Tenant(s) failure to comply with the terms of this Addendum

This addendum is between the Tenant(s) and the Landlord and/or Property Manager managing the premises. This addendum is in addition to, and made part of, the standard form lease agreement entered into with the Tenant(s).

Initials:

\_\_\_\_\_



# ELFATIH MANAGEMENT HALIFAX

Property Manager: Mohammed H  
Get in Touch via phone +1 902-488-2705  
Email representatives via [info@elfatihmanagement.ca](mailto:info@elfatihmanagement.ca)

Clarkson Properties Limited  
Landlord: [jhoeven@eastlink.ca](mailto:jhoeven@eastlink.ca)  
(902) 476-5328

## Subletting Rules

## Schedule E

This Schedule E shall form part of the Standard Lease Agreement.

### PLEASE BE ADVISED THAT WHEN YOU SUBLET:

The Tenant(s) must request the Landlord's permission (IN WRITING) to sublet prior to subletting; and subsequently informing the Landlord of the intended sublet. Notification by email to both the Property Manager and the Landlord at the above addresses will suffice.

The Tenant(s) must ensure that your sublet candidates complete an application form which should be submitted a copy to our office as part of the approval process. The Landlord has the right to accept or decline sublet tenant applications. The Tenant(s) is responsible for providing us with the contact information regarding the sublet tenants.

The Tenant(s) remain responsible for the lease and for all rental payments to the Landlord until the lease expires. The Tenant(s) must continue to pay the agreed rent to the Landlord for the duration of the sublet. The sublet tenant pays their agreed upon rent to The Tenant(s) and not the Landlord.

The Tenant(s) are responsible for contacting our office and providing us with your forwarding address and contact details for the time of your absence and for the duration of the sublet so that we may contact you as required.

For privacy and security reasons, we will not deal with individuals or accept rental payment from individuals who are not listed on the Standard Lease Agreement or where we do not have a sublet agreement on file.

For the safety and security of the building and its residents, the Landlord must know who resides on the premises at all times. Please do not provide the keys to your rental unit to third parties and leave without informing the Landlord or Property Manager. Any tenant / resident who is not registered with our office will be deemed to be an unauthorized occupant.

Please contact our office for further information or if you need assistance in subletting your apartment.

Initials:

\_\_\_\_\_

## EMERGENCY CONTACT

Tenant Name:
--------------

Next of Kin (first name, initial, last name	Emergency Contact Phone number

City/Town/Postal Code

Next of Kin Address	

Postal Code

Home Phone	Work or Cell Phone

Tenant Name:
--------------

Next of Kin (first name, initial, last name	Emergency Contact Phone number

City/Town/Postal Code

Next of Kin Address	

Postal Code

Home Phone	Work or Cell Phone

Tenant Name:
--------------

Next of Kin (first name, initial, last name	Emergency Contact Phone number

City/Town/Postal Code

Next of Kin Address	

Postal Code

Home Phone	Work or Cell Phone

Tenant Name:
--------------

Next of Kin (first name, initial, last name	Emergency Contact Phone number

	City/Town/Postal Code
Next of Kin Address	

Postal Code

Home Phone	Work or Cell Phone

Tenant Name:
--------------

Next of Kin (first name, initial, last name	Emergency Contact Phone number

	City/Town/Postal Code
Next of Kin Address	

Postal Code

Home Phone	Work or Cell Phone