

**UNIVERSITY
APARTMENTS**

LEASE AGREEMENT

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

1. PARTIES

Dated the Nov 22, 2021, day of , 20 made pursuant to the provisions of the **Residential Tenancies Act**, (hereinafter the "RTA", and any amendments thereto, and all successor legislation, hereinafter referred to as the "applicable legislation".

BETWEEN: **SEYMOUR LIMITED PARTNERSHIP (Landlord)**
4-1484 Carlton Street, Halifax, Nova Scotia, B3H 3B7
Represented by: _____

AND:	Name	Phone	Email
	Madhulika Reddivari	+17824143994	madhulikachittoor@gmail.com
	Shreya Sharma	9029213980	shreyasharmacanada@gmail.com
	Suchintha Divakaram	1 (782) 234-1881	suchintha.s.d@gmail.com
	Name	Phone	Email

NOTE: Legal names for purposes of paying rent and serving notices. Only Tenants names listed above are permitted to live on the premises.

2. PREMISES

The Landlord will rent to the Tenant and the Tenant will rent from the Landlord, for residential purposes, the premises at:
1412 Seymour St

Street number and name (civic address) _____
Apartment B206 City or town Halifax Postal code B3H 3M5

Type of property (specify) Apartment

3. GUARANTOR

The Tenants will provide the Landlord with either (1) a Letter of Guarantee for each Tenant from a family member with stable income guaranteeing their full lease obligations or (2) a letter of employment for a salary exceeding \$40,000 per year and having started more than 3 months ago. Should the Tenants fail to do so, the Landlord may, at their sole discretion, render this Lease Agreement null and void.

All leases are joint and several, therefore all Guarantors agree to guarantee the entirety of the Lease Agreement.

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4. EMERGENCY CONTACT

Madhulika Reddivari Tenant	Nagendra Syamala Re Emergency Contact	+1(902) 817-7765 Emergency Phone	nageshreddy1980@gmail.com Emergency Email
Shreya Sharma Tenant	Isha Sharma Emergency Contact	6476315564 Emergency Phone	ishavimal@gmail.com Emergency Email
Suchintha Divakaram Tenant	T P Saravanan Emergency Contact	+91 9886891942 Emergency Phone	tpsara@gmail.com Emergency Email
Tenant	Emergency Contact	Emergency Phone	Emergency Email
Tenant	Emergency Contact	Emergency Phone	Emergency Email

5. PROPERTY MANAGER

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. ELECTRONIC ADDRESS FOR SERVICE OF DOCUMENTS BY LANDLORD ON TENANT

The Tenant(s) agree(s) to provide the following electronic address(es) to receive service of documents from the landlord:
madhulikachittoor@gmail.com

Electronic address: shreyasharmacanada@gmail.com

Electronic address: suchintha.s.d@gmail.com

Electronic address: _____

Electronic address: _____

Electronic address: _____

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. The Tenant may also serve notices through the Property Management Software.

6A. ELECTRONIC ADDRESS FOR SERVICE OF DOCUMENTS BY TENANT ON LANDLORD

The landlord agrees to provide the following electronic address to receive service of documents from the tenant:
see-more@universityapartments.ca

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. The Landlord may also serve notices through the Property Management Software.

6B. 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.

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

7. LEASE TYPE

Fixed Term Lease

The tenancy is for a fixed-term 12-month period, beginning on September 1, 2022, and ending on August 31, 2023. 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. Neither the Landlord nor the Tenants may terminate the lease unilaterally, except in the cases provided for by the law. However, they may terminate the lease by mutual consent. If Tenant vacates before the term ends, Tenant will be liable for the balance of the remainder of the term.

8. RENT

- (a) The Tenant will pay rent of \$2640 each month until the fixed term ends.
- (b) The Tenant agrees to pay rent in advance to the Landlord on the first (1st) day of each month for the term.
- (c) The Tenants will, at the time of signing this lease, provide the Landlord with $\frac{1}{2}$ the first month's rent as a Security Deposit.
- (d) Rent is due on the 1st day of each month and is payable to the Landlord as noted above.
- (e) The rent and other payments are to be made through the Landlords online payment portal through pre-authorized debit.
- (f) **LATE FEE:** You are responsible to pay your rent, in full, on the 1st of every month. You are late as of the second (2nd) day of the month. Late payment fee will be charged at 1% of the monthly rent per month.
- (g) All returned payments by the financial institution will receive a penalty of \$25 for administration fees
- (h) Each Tenant is **jointly and severally liable for the payment of rent** and performance of all other terms and Schedules of this Agreement.

10. RENT INCLUDED

The Landlord is responsible for the payment of the following utilities and other charges in relation to the Property:
Heat, electricity, water, hot water, internet, sewer, garbage and recycling.

The Landlord will provide the following appliances:
Stove, fridge, and microwave. Dishwasher included.

The Tenant is responsible for the payment of the following utilities and other charges in relation to the property:
Cable, telephone, laundry, tenant's insurance, subletting and assignment fees, parking fees

Furniture is leased and included in the rent.

In the case where the Landlord pays the utilities, the Tenant agrees to reimburse the Landlord for excessive utility usage, including unreported water leaks that exceed the month average use during the preceding twelve (12) month period.

11. SECURITY DEPOSIT

A security deposit of \$1320 (not to exceed $\frac{1}{2}$ first month's rent) will be deposited for the Tenant by the Landlord in a trust account. Upon Tenant's official move-out date, the Landlord will inspect and document the condition of the Tenant's apartment.

Within 10 days of the end of this Lease agreement, the Landlord will do one of two things:

1. If the Tenant has complied with all terms of this Lease and returns the Apartment to the Landlord in the same good condition as when Tenant moved into the apartment, the Landlord will return the full security deposit,
OR
2. The Landlord will provide the Tenant with a written notice including an itemized list as to why the full Security Deposit amount is not being returned to the Tenant and a payment for any remaining Security Deposit owed to the Tenant after the allowed deductions have been made.

11. LATE FEES

Late rent payment fees will be charged at 1% of the monthly rent per month as of the 2nd day of the month up until rent and fees are paid in full. All returned payments by the financial institution will cause a penalty of \$25 for administration fees in addition to any fees incurred by the Landlord and is to be paid along with rent and late fees.

12. ASSIGNING OR SUBLETTING PREMISES

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The tenant may assign or sublet the premises, subject to the consent of the landlord. See Conditions of the Lease.

13. INSPECTION

An inspection of the premises and the preparation of a written inspection report signed by the landlord and tenants 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.

14. JOINT AND SEVERAL

All conditions contained in this Tenancy Agreement (Lease and Conditions of the Lease) shall extend to and be binding upon the respective heirs, executors and administrators and assigns of each party hereto to the extent permitted by law.

The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to the Tenant shall be deemed to include all Tenants to this Tenancy Agreement.

All covenants of the Tenants herein contained shall be deemed to be joint and several obligations.

14. INSURANCE AND LIABILITY

It is the Tenant's responsibility to obtain an insurance policy to insure their belongings in the case of fire, theft, explosion or water damage. This coverage must include liability insurance and should cover personal property.

Each individual tenant per unit is responsible to carry their own insurance policy for the entirety of their tenancy. See Conditions of the Lease.

15. USE OF PREMISES

The Tenant agrees to use the Rented Premises only as a Residential dwelling. The Tenant agrees not to carry on, or permit to be carried on, in or upon the Rented Premises or any part thereof, any trade, business, occupation or illegal act. The Tenant shall not permit the Rented Premises to be occupied by anyone other than the persons listed as Tenants. Only Tenants listed on the lease are permitted to live on the property. Occupancy by guests for more than one week is prohibited without Landlord's written consent and will be considered a breach of this Agreement. Tenant is also forbidden from sharing or renting out the premises through short term rental services such as AirBnB, Couchsurfer, etc. without the written consent of the Landlord.

16. TENANT RESPONSIBLE FOR COMPLYING WITH TERMS AND CONDITIONS

A copy of the Residential Tenancies Act is available at the link below.

<https://nslegislature.ca/sites/default/files/legc/statutes/residential%20tenancies.pdf>

All Tenants have received a copy of the lease within 10 days of the date of the signing of the lease

Tenant Initials

MR S.B L.J

All Tenants have read, signed and received the Conditions of the Lease attached to this lease.

Tenant Initials

MR S.B L.J

SIGN AND DATE

The Tenant agrees that the attached Conditions of the Lease and upon notice, any additions and amendments thereto, for part of this Tenancy Agreement and shall be observed by the Tenant, an occupant, any member of the Tenant's family, the Tenant's agents or Guests, or any other person who may be permitted in or about the Rented Premises or the Landlord's Premises by the Tenant. Any loss, costs or damages incurred by the Landlord by reason of breach of any of the Rules and Regulations shall be borne by the Tenant responsible and recovered by the Landlord in the same manner as rent.

The Tenant agrees to indemnify the Landlord with respect to any claims, actions, suits, proceedings, damages, costs and expenses that the Landlord may incur as a result of the Tenant's failure to comply with the Rules and Regulations.

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The Tenant and Guarantor acknowledge that, prior to signing, the Tenant and Guarantor have read this Tenancy Agreement and consent with the terms, covenants, conditions and provisions herein.

The Tenancy Agreement may not be amended or modified in any respect except by written instrument or through an online document signing software.

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modification to this Agreement must be in writing signed by Landlord and Tenant.

The failure of Tenant or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenant(s) and procedures as required.

The parties hereto have executed the Tenancy Agreement:

Andrew Baker _____ (Landlord) Mar 18, 2022 _____ (Date)

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

Madhulika _____ (Tenant) November 21, _____ (Date)
2021

Shreya _____ (Tenant) Nov 22, 2021 _____ (Date)

Sachintha L D _____ (Tenant) Nov 22, 2021 _____ (Date)

_____ (Tenant) _____ (Date)

_____ (Tenant) _____ (Date)

CONDITIONS OF THE LEASE

A LEASE AND BUILDING REGULATIONS

1. Subletting and Assigning of Lease

1.1. Lease Assignment

- 1.1.1. Tenants are permitted to assign their lease, pending the approval of all parties listed on their joint and several lease;
- 1.1.2. The Tenants may assign or sublet the rental unit to another person or persons only with the written consent of the Landlord.
- 1.1.3. In an assignment, the Tenant transfers their right to occupy the rental unit to someone else. The new person takes the place of the Tenant, and the tenancy agreement stays the same.

1.2. Sublet

- 1.2.1. A sublet occurs when the Tenant moves out of the rental unit, permits another person (the 'sub-Tenant') to live there until a specified date, and can return to live in the unit before the tenancy ends. The tenancy agreement and the Landlord-Tenant relationship do not change.
- 1.2.2. A Tenant who sublets a rental unit cannot:
 - 1.2.2.1. Request (or sublet at) a higher rent than the Landlord does for the rental unit,
 - 1.2.2.2. Collect any additional fees for subletting the rental unit, or
 - 1.2.2.3. Charge the sub-Tenant for additional goods or services.
- 1.3. Any sublet, lease assignment or lease modification must first be approved by the Landlord, who should be given a two-week notice, along with the applications of the sublettors or assignees that must be verified. There is a \$75 verification fee for any sublet request, any lease assignment or any modification of the lease. Sublettors remain the complete responsibility of the Tenant during the duration of the sublet. This means that you are responsible for any damage caused to the premises and to ensure that they are paying rent on time.
- 1.4. The Tenant cannot use or sublet to a rental agency; the tenants must sublet to the prospective sub-tenants directly;
- 1.5. No subletting or transfer of lease is permitted without the express written consent of the Landlord. **ANY TRANSFER OR SUBLET SIGNED WITHOUT CONSENT WILL RESULT IN LEGAL PROCEEDINGS AND COULD END UP WITH YOU BOTH HAVING TO COMPENSATE YOUR SUBLTTER AND PAYING FULL RENT TO YOUR LANDLORD.** The Tenant **MUST HAVE WRITTEN APPROVAL from ALL TENANTS ON A JOINT AND SEVERAL LEASE** before proceeding with a sublet.

2. Use of Premises

- 2.1. The Tenant agrees to use the Rented Premises only as a Residential dwelling. The Tenant agrees not to carry on, or permit to be carried on, in or upon the Rented Premises or any part thereof, any trade, business, occupation or illegal act. The Tenant shall not permit the Rented Premises to be occupied by anyone other than the persons listed as Tenants. Only Tenants listed on the lease are permitted to live on the leased premises. Occupancy by guests for more than one week is prohibited without Landlord's written consent and will be considered a breach of this Agreement. Tenants are also forbidden from sharing or renting out the premises through short term rental services such as AirBnB, Couchsurfer, etc. without the written consent of the Landlord.
- 2.2. The Tenant agrees that the use of any recreational facilities which may be provided by the Landlord is a privilege and is subject to cancellation or temporary suspension at any time if, in the sole discretion of the Landlord, the Tenant has breached any Rules and Regulations relating to the use of such recreational facilities. Such cancellation or temporary suspension shall not entitle the Tenant to an abatement of rent or like damages.
- 2.3. The Tenant shall use the lawns, gardens and walks within the Rented Premises or the Landlord's Premises in a quiet and proper manner and with due regard to the comfort and convenience of other Tenants and shall not damage in any way the grass, shrubs, flowers or trees upon the Rented Premises or the Landlord's Premises.
- 2.4. No auction, sale or garage sale shall be held in or about the Rented Premises without first obtaining the written consent of the Landlord.
- 2.5. The Tenant must keep the entrance, hallways, postal area and common locations clean. It is strictly forbidden to smoke in common locations.

- 2.6. It is forbidden for a Tenant or visitor to use the hallways, staircases, entrances for amusement or hanging out unless otherwise given permission by the Landlord.
- 2.7. No footwear, mats or personal belongings are to be stored and/or kept in the halls or common areas of the building.
- 2.8. Tenants will use toilets, tubs, and sinks only for their primary purpose and will never use them to dispose of sweepings, rubbish, rags, garbage, sanitary napkins, or other items likely to clog them. Tenants are liable to pay Landlord for any expense it incurs for repairing damage (including unclogging toilets and drains) caused by Tenants, their guests, or invitees.

3. Apartment Cleaning, Repairs and Cost

- 3.1. The Tenant agrees to leave the apartment in clean condition. Should the Tenant fail to return the apartment at the conclusion of their lease in the same condition, the Tenant agrees to compensate the Landlord for the cost of cleaning the apartment.
- 3.2. This includes but isn't limited to thoroughly cleaning:
 - 3.2.1. the floors (vacuuming dust between floorboards, washing and disinfecting floors);
 - 3.2.2. fridge and stove, and behind the fridge and stove;
 - 3.2.3. all window surfaces;
 - 3.2.4. the entire washroom (bathtub, mirror, toilet, floors);
 - 3.2.5. the kitchen cupboards;
 - 3.2.6. dusting all baseboards, light fixtures, and surfaces.
- 3.3. This includes but is not limited to repairs such as:
 - 3.3.1. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - 3.3.2. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - 3.3.3. unplugging toilets, sinks and drains;
 - 3.3.4. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
 - 3.3.5. repairing cuts, burns, or water damage to flooring, rugs, and other areas;
 - 3.3.6. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
 - 3.3.7. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building, as deemed responsible by a professional;
 - 3.3.8. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
 - 3.3.9. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
 - 3.3.10. Removal/damage beyond normal usage to ANY of the supplied furnishings;
 - 3.3.11. any other purpose allowed under this Lease or the Act.
- 3.4. Make sure that you thoroughly clean your apartment which also includes wiping down of baseboards/radiators, cleaning windows (inside), pulling out all appliances to clean all around and underneath them - appliances must be thoroughly cleaned inside and out. ALL FOOD ITEMS MUST BE REMOVED.
- 3.5. In the case that a security deposit is permitted with the lease signing, the Landlord and the Tenant may use as much of the Security Deposit as necessary to pay for damages or cleaning expenses resulting from the Tenant's move-in, occupancy or move-out and demand that the Tenant replace the amount of the Security Deposit used by the Landlord. If the Landlord sells the property, the Landlord will then be released of all liability to return the Security Deposit. The new property owner will take over full responsibility for holding and returning the Security Deposit.

4. Furniture Replacement Cost/Repair

- 4.1. Landlord inspects the Furniture prior to delivery to ensure that it is free of material defects or infestation.
- 4.2. Tenant is responsible for maintaining the Furniture in good condition, subject to ordinary wear and tear, and for any damage, loss or destruction.
- 4.3. Any damage to the Furniture will be charged to the Tenant at its costs of replacing or repairing the Furniture, including materials, parts and labor.
- 4.4. Tenants will not remove any item of Furniture from the delivery address without Landlords prior written approval. If Tenant fails to return the furniture as required, Tenant will be liable to Seymour Limited Partnership for an amount up to the replacement cost of the property plus handling fees in addition to all other payments and charges due under this lease.
- 4.5. No furnishings may be taken from the premises and put in halls, basement, or on porches or balconies without prior consent of Landlord, even for a limited time.

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CONDITIONS OF THE LEASE

- 4.6. No blinds, shades, or screens shall be attached to, hung in, or used in connection with any window or door of the premises without prior written consent from the Landlord.
- 4.7. Tenant agrees to pay to replace the missing or broken furniture items

5. Moving In

- 5.1. The Tenant is not permitted to move in until all the following conditions have been fulfilled:
 - 5.1.1. The deposit and the first month's rent have been paid by the Tenant and received by the Management Office;
 - 5.1.2. The lease has been signed by the Tenants and by the Landlord and/or their agents
 - 5.1.3. The Letter of Guarantee has been signed and accepted by the Property Manager;
 - 5.1.4. The Tenant is required to purchase and maintain a "Tenants Insurance Package." A copy of this insurance must be provided to the Landlord prior to taking possession of the property;
 - 5.1.5. An inspection has been carried out with the Resident Manager/Agent.
- 5.2. The Tenant can move into the apartment no earlier than 3PM on the first agreed upon day your tenancy begins, and you MUST move out of the apartment no later than 12PM on the last day of your lease, unless otherwise explicitly stated in writing between you and the Landlord. You must be sure all the doors and windows are locked and that the lights are off upon vacating the dwelling.
- 5.3. The Tenant accepts to take possession of the premises no later than 10 (ten) days after the mutually agreed upon move-in date; being the lease start date, or another date provided and agreed upon in writing by both parties.

6. Moving Out

- 6.1. Upon leaving the apartment, the Tenant must contact the Landlord in writing at least 14 days prior to your scheduled move-out date to ensure that a date and time can be scheduled during regular business hours to do the move-out inspection.
- 6.2. Should you fail to make arrangements for a move-out inspection, one will be conducted in your absence. You will be billed for any damages caused to the dwelling beyond basic "wear-and-tear".
- 6.3. Only the Resident Manager/Superintendent is authorized to properly secure the entry door(s) to the building so as to keep the door(s) open during the Tenant's move in and move out.
- 6.4. General Moving Rules
 - 6.4.1. No moving in or out is permitted prior to 9 a.m. or after 9 p.m., Monday to Sunday.
 - 6.4.2. No heavy furniture shall be moved over the floors, halls, landings or stairs, so as to mark and/or damage them.
 - 6.4.3. The Tenant will be held responsible for any damage to the building, to the apartment and/or premises caused by moving furniture in or out.
 - 6.4.4. The Tenant agrees to leave the apartment in a clean and undamaged state which includes all appliances such as stove, stove fan, microwave, dishwasher and refrigerator. All personal belongings and garbage must be removed from the premises. No large items such as furniture, and electronic equipment such as televisions, computers etc. are to be put on, in or around the garbage receptacles. The Tenant must dispose of these items at his/her own expense. Failure to do so will result in costs/fees being charged and deducted from the Tenant's security deposit.
 - 6.4.5. All keys and any duplicates must be handed over to the Resident Manager/Superintendent at the time of the move out inspection.

7. Noise Disturbances

- 7.1. Noise disturbances are the number one cause for unhappy Tenants, whether it's the noise makers or the noise receivers. While we do not wish to restrict your enjoyment of your home, other building Tenants have a right to the peaceful enjoyment of their space. The law states that it is strictly forbidden for all Tenants and visitors to make, or let make, any excessive or unnecessary noise that may disturb the occupants of other apartments, and this at all times (24 hours a day). We take noise complaints very seriously, and if it persists, we will seek to evict the tenants causing the disturbances without delay.
- 7.2. What to do if there is a noise problem
 - 7.2.1. Do not wait for it to go away and suffer silently. The best first step is to politely go and visit your neighbor and ask them to turn it down.
 - 7.2.2. If that doesn't work, or if you find yourself repeatedly requesting that they turn it down, send the Landlord an email and we will contact them and politely ask them to be quieter.
 - 7.2.3. If they are still making excessive noise, please dial the non-emergency phone line provided by the landlord or dial 9-1-1. Get a copy of the police report and send the Landlord an email with a scan of the police report, this will allow us to open a file and seek eviction of the Tenants

- 7.2.4. Make sure you keep track of the hours and nature of the noise violation. The documentation will later help at the courts when the Landlord files for the termination of the lease of those causing the disruptions.
- 7.2.5. Tenants shall respect the rights of all other tenants/occupants of the building to peace and quiet and will not disturb any of them unreasonably by shouting or other loud use of his or her voice, with noise, music, radios and televisions, odor, or in any other way.
- 7.2.6. All abusive, disorderly, violent, or harassing conduct by a Tenant, including but not limited to abusive and/or foul language, sexually explicit comments toward tenants, occupants, or management is prohibited and is grounds for termination of tenancy. Likewise, vandalism of any kind by a Tenant on or to Landlord's property is prohibited and tenant will be sanctioned.

8. Maintenance Requests

- 8.1. As a Tenant it is important to realize that maintenance calls are exceedingly expensive and should only be made if the situations require it. All maintenance requests must be sent through our online portal. Please see your Building Handbook, available on your online Tenant Portal for information on how to make a request.
- 8.2. In the case of a building issue that is the Landlord's responsibility and for which he must cover the cost, the Landlord must be given an appropriate amount of time to coordinate the completion of the work.
- 8.3. The Tenant agrees that if they make a maintenance request and agree on a time, and they are not present at the agreed upon time when the Landlord's technician arrives on site, a \$100 "no-show" fee will be charged for the missed appointment. If a maintenance request is booked with the Landlord for an issue that is caused by the Tenant or for an issue that does not constitute maintenance, the Tenant will pay \$100 for the first hour of the maintenance visit, and \$50/hour for each additional hour.
- 8.4. Occasionally, we encounter misunderstandings with Tenants about what constitutes maintenance. Here are examples of requests that do not constitute maintenance:
 - 8.4.1. Burnt out light bulbs:
 - 8.4.1.1. Landlord provides light bulbs for all fixtures at the beginning of the Lease term. Tenants will replace light bulbs in all lighting fixtures in the premises during the Lease term at its own cost and will leave working light bulbs in all lighting fixtures at the end of the Lease.
 - 8.4.2. A breaker that jumped because the circuit was overloaded;
 - 8.4.3. Aesthetic features that were present upon the signing of the lease, such as the amount of cupboard space, shelving in the apartment, etc.;
 - 8.4.4. If you rented the apartment with no window screens, it comes without window screens, we won't be adding screens;
 - 8.4.5. Should there be any issues with clogged drains upon delivery of the dwelling, the Tenant must make the Landlord aware within 30 days of signing of the lease. After that point, any clogged drains are the responsibility of the Tenant, and will be unclogged at their expense;
 - 8.4.6. Issues sometimes caused by Tenants that they are responsible for paying:
 - 8.4.6.1. Any broken window or mirror that wasn't broken upon moving in;
 - 8.4.6.2. Any mold in the bathroom that was not present at the move-in inspection – Mold is caused by excess moisture in the bathrooms.
- 8.5. Tenant's responsibility about maintenance:
 - 8.5.1. The Tenant will immediately advise the Landlord if vermin are found;
 - 8.5.2. In the case of a breakage, the Tenant is responsible for repairing or replacing the item at their own expense.
 - 8.5.3. The Tenant is obliged to notify the Landlord if one of the appliances supplied in the apartment is defective.
 - 8.5.4. The appliances, accessories and furniture supplied by the Landlord must be left in good condition other than the regular wear and tear.
 - 8.5.5. If anything is damaged the Landlord is in the right to charge the Tenant for the repair or replacement.
 - 8.5.6. The Tenant is obliged to handle with care any heating, security devices as well as sinks, tubs and all other accessories in the apartment.

9. Parking

- 9.1. In the case that parking is available on site, all regulations outlined in the Parking Agreement must be upheld.

10. Garbage, Recycling and Organic Material

- 10.1. The Tenant will sort all garbage, recycling, and organic material in appropriate bins located on the basement level, as provided by the Landlord, and assumes all fines and charges associated with not doing so.
- 10.2. The Tenant will dispose of garbage in the proper manner and will not put large items like furniture, electronic equipment such as televisions, computers etc. on, in or around the garbage receptacles.

- 10.3. In the case of bringing garbage into the elevator or through hallways, Tenants must ensure their garbage does not leak or spill. If it does, the Tenant is responsible for the cleanup or expenses incurred by the landlord for cleanup.
- 10.4. Trash and garbage (including recyclables) always shall be placed in the trash and recycle containers provided by the Landlord, and container lids, if any, must be kept tightly always closed.
- 10.5. The appropriate bags must be used for all garbage and recycling

11. Fire and Smoke Detectors

- 11.1. The Tenant shall not permit anything to be done in the Rented Premises or the Landlord's Premises or bring or keep anything therein which will in any way increase the risk of fire or fire insurance therein, or obstruct or interfere with the rights of the Landlord or other Tenants of the Landlord, or in any way injures or annoys them, or conflict with the laws relating to fires or with the regulations of the Fire Department or with any insurance rules and ordinances of the Ministry of Health or with any statute or municipal by-law.
 - 11.1.1. The Tenant agrees that no wood, coal, oil, gas, gasoline or other fuel or any combustible, hazardous or offensive material shall be stored inside the Rented Premises, communal parking garages, lockers or storage rooms within the Landlord's Premises.
 - 11.1.2. The Tenant will maintain the smoke detectors in working order by replacing the batteries when necessary.
 - 11.1.3. Tenants will not remove batteries from smoke detectors or in any other way disarm them.
 - 11.1.4. If a tenant becomes aware that a smoke detector is not in working order after changing the batteries, the tenant shall immediately advise the Landlord.

12. Condition of Premises

- 12.1. The Tenant has noted the condition of the premises and if nothing has been written in the move-in inspection report then it is assumed that the premises are in good condition.
- 12.2. Before the Tenant moves in, the state of the premises can be described, photographs may be attached and both parties may be asked to sign the description of the premise document.
- 12.3. The Tenant acknowledges that the Rental Premises may be delivered to the Landlord by the previous Tenant(s) within days prior to the commitment of this Tenancy Agreement.
- 12.4. The Tenant acknowledges that while the Landlord may endeavor to clean, paint, and/or otherwise repair the rental unit prior to commencement of this Tenancy agreement, the Tenants acknowledge and agrees that they shall have 14 days from the commencement of the lease to complete said repairs and maintenance, and the Tenant agrees there shall be no reduction and or abatement of rent during this time.

13. Right of Entry

- 13.1. The Landlord shall not enter the premises without the consent of the Tenant unless:
 - 13.1.1. Notice of termination of the tenancy has been given and the entry is at a reasonable hour for the purpose of showing the premises to prospective Tenants or purchasers; or
 - 13.1.2. The entry is between 9am to 9pm and written notice of the time of the entry has been given to the Tenant at least twenty-four hours in advance of the entry.
- 13.2. With proper notice, the Landlord can enter the unit when the Tenant is not at home. In case of an emergency, the landlord will use best efforts to warn the Tenant of the necessity to enter the premises.

14. Forbidden Items

- 14.1. The Tenant is strictly forbidden to store in the apartment or anywhere else in the building gas, benzene, oil, propane, varnish, and any other substance that may explode or contain dangerous chemicals.
- 14.2. It is forbidden to possess a waterbed on the rented premises unless the Landlord gives their written consent.
- 14.3. The use of a BBQ is not permitted.
- 14.4. It is forbidden to install an air-conditioning unit without the Landlord's written consent.
- 14.5. Tenants will keep/store any personal property only in their premises or in such space as Landlord may assign them in writing, but storage of kerosene, gasoline, tires or other flammable or explosive agents is always prohibited.
- 14.6. Possessing, using, or storing lethal weapons anywhere in the building is prohibited. "Lethal weapon" is defined as any deadly weapon which, from the manner used, is calculated or likely to produce death or serious bodily injury. This includes, but is not limited to : all firearms, hunting knives, switchblades, bows and arrows, machetes, or other knives.

15. Zero Tolerance Smoking and Growing Policy

- 15.1. The Tenants and Guests shall not, and shall not permit anyone to smoke tobacco, marijuana, or any other illegal substance in any indoor or outdoor part of the premises, the common areas, or in the perimeter of the Landlord's property.
- 15.2. No recreational or medical marijuana may be grown on the premises by the Tenants or Guests.
- 15.3. Possession, sale, or use of any illegal drug or drug paraphernalia in the premises or the building is prohibited.

16. Forbidden Modifications to the Apartment

- 16.1. The Tenant is obliged not to make the following modifications to the premise, unless written consent has been provided by Landlord
 - 16.1.1. Make holes in the walls
 - 16.1.2. Paint the floors
 - 16.1.3. Wallpaper the walls
 - 16.1.4. Change the locks or install additional locks
 - 16.1.5. Surcharge the electric circuit
 - 16.1.6. Paint the walls
 - 16.1.7. Place an object heavier than the premise can support
- 16.2. Except for controls in Tenants' premises, intended for Tenants' use, Tenants will not operate any other controls relating to the building's utility services without the expressed, written, prior approval of the Landlord. This includes but is not limited to heating and air conditioning, water and sewer, gas, electric (including lighting), elevators, laundry, or other equipment, and Tenants will not enter the boiler/furnace room.
 - 16.2.1. It is forbidden to attach a sign on the balconies or the windows.
 - 16.2.2. Storing bicycles, boats, tires, BBQs or having a clothesline on the balcony is not permitted.

17. Locks

- 17.1. In the event the Tenant locks themselves out of the Rented Premise, the Landlord shall not be obligated to unlock the Rented Premises and the Tenant shall be responsible for the costs of re-entry, including, but not limited to, locksmith charges, charges for damages howsoever caused, and any service charge payable to the Landlord if the Landlord agrees to unlock the Rented Premises.
- 17.2. The Tenant shall pay the Landlords replacement cost for any additional or replacement keys and entry cards.
- 17.3. Where required by local bylaw, the Tenant acknowledges that safety locks, door locks, and door closers have been installed by the Landlord.
- 17.4. Tenants will not add or in any way change locks or keying.

18. Common Areas

- 18.1. Laundry
 - 18.1.1. All laundry machines must be treated with care by not overloading them
 - 18.1.2. Tenants are required to clean the dryer lint trap after each use.
 - 18.1.3. The Laundry room is for use by Tenant(s) designated in the Lease agreement and for their laundry only.
- 18.2. Storage
 - 18.2.1. In the case where a building provides a storage space, the Landlord does not assume responsibility of any damages, lost, theft, fire or collision of the content of the space.
- 18.3. Common Rooms
 - 18.3.1. Tenants are responsible for following all Common Space Rules and Regulations as outlined in the Building Handbook
- 18.4. Elevators
 - 18.4.1. Tenants must keep elevators clean at all times
 - 18.4.2. Tenants must report any issues immediately to superintendent
 - 18.4.3. If tenants require access to elevators to move large pieces of furniture, they must schedule a time to do so with the superintendent.
 - 18.4.4. Tenants will not obstruct doors, jump, or overcrowd the elevators
 - 18.4.5. Tenants will not use elevators in the case of fire or emergency. Tenants must take the stairs
- 18.5. Bicycle Rooms
 - 18.5.1. Tenants are required to park their bikes in the assigned bicycle parking spaces.
 - 18.5.2. Tenants are expected to lock their bicycles at all times.
 - 18.5.3. Tenants agree to park any bicycles at their own risk.
 - 18.5.4. Tenants agree to follow all posted Bicycle Room rules.

19. Terraces, Patios, Balconies

- 19.1. In the case that tenants are permitted use of the Terraces, Patios, Balconies, or other outdoor spaces they must abide by the following guidelines:
 - 19.1.1. Balconies, terraces, patios and exclusive use areas shall not be used for cooking and barbecuing unless otherwise permitted by the Landlord
 - 19.1.2. No hanging or drying of clothes is allowed on any balcony, patio, terrace, or from any window or exclusive use area.
 - 19.1.3. Balconies, terraces and exclusive use areas shall not be used for the storage of any garbage, goods or materials.
 - 19.1.4. Only seasonal furniture is allowed on balconies, terraces and exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the balcony or exclusive use areas by high winds.
 - 19.1.5. No Owner or Resident shall do or permit anything to be done on a balcony, terrace or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the Units and/or exclusive use Common Elements by other Owners or Residents.
 - 19.1.6. Each Owner and Resident shall maintain their balcony or patio in a clean manner. No bicycles shall be stored on any balcony, patio or terrace. Only seasonal furniture is allowed on balconies and patios.
 - 19.1.7. Washing of balcony, terrace and patio floors and/or watering of plants on balconies and terraces shall be done in a manner that ensures no water falls to any balcony or terrace below.

20. Pets

- 20.1. Tenants are permitted to own up to two pets per unit, including cats, bunnies, birds, and other small caged domestic pets.
- 20.2. Dogs are not permitted in the building.
- 20.3. Tenants are required to complete a Pet Application form for all pets, including but not limited to a reference and a deposit.

21. Communication

- 21.1. The Tenant agrees that all important communication, including but not limited to notices of rent increase and tax forms, can be sent to the Tenant via email, at the email address they provided on lease/application form.
- 21.2. The tenant is responsible to provide a valid email address to the owner should the initial email change during the tenancy.

22. Guests

- 22.1. Tenants are responsible for the behavior of any and all of their guests, visitors, and invitees. Such persons may not contravene to the Tenants' Lease or these Rules and Regulations.
- 22.2. Tenants are responsible to pay for any damages or clean-up resulting from the conduct of their guests, visitors, and invitees.

B**SECURITY AND LIABILITY****23. Severability**

- 23.1. If there is a conflict between any sections of this Lease and the Act, the Act will prevail, and such sections of the Lease will be amended or deleted as necessary to comply with the Act. Further, any sections that are required by the Act are incorporated into this Lease. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

24. Liability

- 24.1. The Landlord shall not in any event whatsoever be liable in any way for:
 - 24.1.1. Personal injury or death, and any loss, damage or injury to any personal property including vehicles and their contents, that may be suffered by the Tenant, their guests or any other person, pet or animal who may be permitted upon the Rented Premises or Landlord's Premises by the Tenant; or

UNIVERSITY APARTMENTS

CONDITIONS OF THE LEASE

- 24.1.2. Without limiting the generality of the foregoing, any damages to any such personal property caused by steam, water, ground water, rain or snow which may leak into, issue or flow from any party of the Rented Premises or Landlord's Premises or from the water steam, sprinkler, drainage pipes, plumbing works or electrical or other wiring; or
- 24.1.3. Any damage caused by anything done or omitted to be done by any other Tenants or the Landlord; or
- 24.1.4. Any damage to or loss of property left in or upon the Rented Premises subsequent to the Tenant giving up possession of the Rented Premises whether or not said delivery of possession by the Tenant was voluntary, whether caused by or attributable to anything done or omitted to be done by the Landlord or other Tenants; or
- 24.1.5. Any damage to or loss of property incurred by the Tenant as a result of an 'Act of God', such as but not limited to the following: severe storm, lightning, flood, infestation of vermin or insects, etc.
- 24.1.6. In case of breakdown of the elevator, the electrical system, the appliances or other mechanical systems, the Landlord will repair with reasonable diligence but will not be liable for any damages for personal injury, loss or damage to property
- 24.1.7. Cameras, which may be recorded or monitored live, may operate in designated common areas of the Landlord's premises and are intended to serve as a deterrent. Notwithstanding the presence of the cameras, the general liability clause herein continues to apply.

25. Security

- 25.1. You are stewards of your building; we have taken many precautions to create a safe building environment but we rely on each tenant to report suspicious behavior or any concerning activity to management.
- 25.2. Tenants can help keep the building a safe environment by:
 - 25.2.1. Locking doors and windows;
 - 25.2.2. Keeping the main doors locked;
 - 25.2.3. Not sharing your intercom codes;
 - 25.2.4. Ensuring package deliveries and drop offs are made in entrances.

We, the undersigned, state that we have received these Conditions of the Lease, that we have had a chance to read and review them, and that we understand them. We understand that these Rules are a part of our Lease. We further agree to comply fully with all of the requirements of our Lease which includes these Conditions of the Lease.

Minalika

(Tenant)

November 21, 2021 (Date)

Shreya

(Tenant)

Nov 22, 2021 (Date)

Sachintha S.D

(Tenant)

November 21, 2021 (Date)

_____ (Tenant)

_____ (Date)

_____ (Tenant)

_____ (Date)



Rent Promotion Contract

University Apartments

Dated: Nov 22, 2021

Agent: Jan Logrono

Promo Code: BESTIES

Unit: B206

Tenants: Madhulika Reddivari, Shreya Sharma, Suchintha Divakaram

Please accept this letter as confirmation of a promotional 12 month, non-renewable rent reduction that begins September 1, 2022 and terminates August 31, 2023. For your lease term beginning September 1, 2022, Rent payable shall be \$ 2640, less a reduction equivalent to \$ 41.67 per month. As a result of this promotion, your monthly rent payment will be \$ 2598.33 per month for 12 Months. This discount will be applied as a monthly credit to your rent payable.

Yours very sincerely,

Andrew Baker

A handwritten signature in black ink that reads "Andrew Baker".