

Note

This tenancy agreement (or lease) is required for tenancies entered into on **March 1, 2021 or later**. It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).

Residential tenancies in Ontario are governed by the *Residential Tenancies Act, 2006*. This agreement cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

Under the Ontario *Human Rights Code*, everyone has the right to equal treatment in housing without discrimination or harassment.

All sections of this agreement are mandatory and cannot be changed.

1. Parties to the Agreement

Residential Tenancy Agreement between:

Landlord(s)

1. Landlord's Legal Name

Note:

See Part B in General Information

and Tenant(s)

1. Last Name

First Name

2. Last Name

First Name

3. Last Name

First Name

4. Last Name

First Name

2. Rental Unit

The landlord will rent to the tenant the rental unit at:

Unit (e.g., unit 1 or basement unit)

Street Number

Street Name

City/Town

Province
Ontario

Postal Code

Number of vehicle parking spaces and description (e.g., indoor/outdoor, location)

The rental unit is a unit in a condominium.

☐ Yes ☐ No

If yes, the tenant agrees to comply with the condominium declaration, by-laws and rules, as provided by the landlord.

3. Contact Information

Address for Giving Notices or Documents to the Landlord

Unit	Street Number	Street Name	PO Box
City/Town	Province		Postal Code/ZIP Code

Both the landlord and tenant agree to receive notices and documents by email, where allowed by the Landlord and Tenant Board's Rules of Procedure.

☐ Yes ☐ No

If yes, provide email addresses:

The landlord is providing phone and/or email contact information for emergencies or day-to-day communications:
Yes No

If yes, provide information:

Note:

See Part B and E in General Information

4. Term of Tenancy Agreement

This tenancy starts on: _____
Date (yyyy/mm/dd)

This tenancy agreement is for: (select an option below and fill in details as needed)

- ☐ a fixed length of time ending on: _____
Date (yyyy/mm/dd)
- ☐ a monthly tenancy
- ☐ other (such as daily, weekly, please specify): _____

Note:

The tenant does not have to move out at the end of the term. See Parts C and D in General Information.

5. Rent

a) Rent is to be paid on the _____ (e.g., first, second, last) day of each (select one):

- ☐ Month
- ☐ Other (e.g., weekly) _____

b) The tenant will pay the following rent:

Base rent for the rental unit	_____
Parking (if applicable)	_____
Other services and utilities (specify if applicable):	_____
_____	_____

Total Rent (Lawful Rent)

This is the lawful rent for the unit, subject to any rent increases allowed under the *Residential Tenancies Act, 2006*. For example, the landlord and tenant may agree to a seasonal rent increase for additional services of air conditioning or a block heater plug-in. This amount does not include any rent discounts (see Section 7 and Part G in General Information).

c) Rent is payable to:

d) Rent will be paid using the following methods:

Note:

The tenant cannot be required to pay rent by post-dated cheques or automatic payments, but can choose to do so.

e) If the first rental period (e.g., month) is a partial period, the tenant will pay a partial rent of \$ _____ on _____ . This partial rent covers the rental of the unit from _____ to _____ .
Date (yyyy/mm/dd) Date (yyyy/mm/dd) Date (yyyy/mm/dd)

f) If the tenant's cheque is returned because of non-sufficient funds (NSF), the tenant will have to pay the landlord's administration charge of \$ _____ plus any NSF charges made by the landlord's bank.

Note:

The landlord's administration charge for an NSF cheque cannot be more than \$20.00

6. Services and Utilities

The following services are included in the lawful rent for the rental unit, as specified:

Gas	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Air conditioning	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Additional storage space	<input type="checkbox"/> Yes	<input type="checkbox"/> No
On-Site Laundry	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> No Charge <input type="checkbox"/> Pay Per use
Guest Parking	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> No Charge <input type="checkbox"/> Pay Per use
Other _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Provide details about services or list any additional services if needed (if necessary add additional pages):

The following utilities are the responsibility of:

Electricity ☐ Landlord ☐ Tenant

Heat ☐ Landlord ☐ Tenant

Water ☐ Landlord ☐ Tenant

If the tenant is responsible for any utilities, provide details of the arrangement, e.g. tenant sets up account with and pays the utility provider, tenant pays a portion of the utility costs (if necessary add additional pages):

7. Rent Discounts

Select one:

☐ There is no rent discount.

or

☐ The lawful rent will be discounted as follows:

Provide description of rent discount (if necessary add additional pages):

Note:

See Part G in General Information for what types of discounts are allowed.

8. Rent Deposit

Select one:

☐ A rent deposit is not required.

or

☐ The tenant will pay a rent deposit of \$ _____. This can only be applied to the rent for the last rental period of the tenancy.

Note:

This amount cannot be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less. This cannot be used as a damage deposit. The landlord must pay the tenant interest on the rent deposit every year. See Part H in General Information.

9. Key Deposit

Select one:

☐ A key deposit is not required.

or

☐ The tenant will pay a refundable key deposit of \$ _____ to cover the cost of replacing the keys, remote entry devices or cards if they are not returned to the landlord at the end of the tenancy.

If a refundable key deposit is required, provide description and number of keys, access cards and remote entry devices:

Note:

The key deposit cannot be more than the expected replacement cost. See Part H in General Information.

10. Smoking

Under provincial law, smoking is not allowed in any indoor common areas of the building. The tenant agrees to these additional rules on smoking:

Select one:

☐ None

or

☐ Smoking rules

Provide description of smoking rules (if necessary add additional pages):

Note:

In making and enforcing smoking rules, the landlord must follow the Ontario *Human Rights Code*. See Parts M and S in General Information.

11. Tenant's Insurance

Select one:

☐ There are no tenant insurance requirements.

or

☐ The tenant must have liability insurance at all times. If the landlord asks for proof of coverage, the tenant must provide it. It is up to the tenant to get contents insurance if they want it.

12. Changes to the Rental Unit

The tenant may install decorative items, such as pictures or window coverings. This is subject to any reasonable restrictions set out in the additional terms under Section 15.

The tenant cannot make other changes to the rental unit without the landlord's permission.

13. Maintenance and Repairs

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards.

The tenant must repair or pay for any undue damage to the rental unit or property caused by the wilful or negligent conduct of the tenant, the tenant's guest or another person who lives in the rental unit.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

Note:

See Part J in General Information.

14. Assignment and Subletting

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a sublet or potential assignee.

Note:

There are additional rules if the tenant wants to assign or sublet the rental unit. See Part P in General Information.

15. Additional Terms

Landlords and tenants can agree to additional terms. Examples may include terms that:

- Require the landlord to make changes to the unit before the tenant moves in, and
- Provide rules for use of common spaces and/or amenities.

These additional terms should be written in plain language and clearly set out what the landlord or tenant must or must not do to comply with the term. If typed, the additional terms should be in a font size that is at least 10 points.

An additional term cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

If a term conflicts with the *Residential Tenancies Act, 2006* or any other terms set out in this form, the term is void (not valid or legally binding) and it cannot be enforced. Some examples of void and unenforceable terms include those that:

- Do not allow pets (however, the landlord can require the tenant to comply with condominium rules, which may prohibit certain pets),
- Do not allow guests, roommates, any additional occupants,
- Require the tenant to pay deposits, fees or penalties that are not permitted under the *Residential Tenancies Act 2006* (e.g., damage or pet deposits, interest on rent arrears), and
- Require the tenant to pay for all or part of the repairs that are the responsibility of the landlord.

See General Information for more details.

The landlord and tenant may want to get legal advice before agreeing to any additional terms.

Select one:

☐ There are no additional terms.

or

☐ This tenancy agreement includes an attachment with additional terms that the landlord and tenant agreed to.

16. Changes to this Agreement

After this agreement is signed, it can be changed only if the landlord and tenant agree to the changes in writing.

Note:

The *Residential Tenancies Act, 2006* allows some rent increases and requires some rent reductions without agreement between the landlord and tenant. See Part I in General Information.

17. Signatures

By signing this agreement, the landlord(s) and the tenant(s) agree to follow its terms. The landlord(s) or tenant(s) can sign this lease electronically if they both agree.

Unless otherwise agreed in the additional terms under Section 15, if there is more than one tenant, each tenant is responsible for all tenant obligations under this agreement, including the full amount of rent.

Landlord(s):

Name	Signature	Date (yyyy/mm/dd)

Tenant(s):

Name	Signature	Date (yyyy/mm/dd)
Name	Signature	Date (yyyy/mm/dd)
Name	Signature	Date (yyyy/mm/dd)
Name	Signature	Date (yyyy/mm/dd)

Note:

All of the landlords and tenants listed on the first page in Section 1 (Parties to the Agreement) must sign here. The landlord must give a copy of this agreement to the tenant within 21 days after the tenant signs it.

This Appendix sets out basic information for landlords and tenants. It is not intended as legal advice, and it is not an official interpretation of the *Residential Tenancies Act, 2006* (the Act). Please refer to the Act for the specific rules.

The Landlord and Tenant Board also provides information about landlords' and tenants' rights and responsibilities under the Act.

Landlord and Tenant Board:

Toll free: 1-888-332-3234

Toronto area: 416-645-8080

TTY: Bell Relay Service at 1-800-855-0511

Website: www.tribunalsontario.ca/lrb/

A. When to Use This Form

This form (standard form of lease) must be used for most residential tenancy agreements (leases).

This form should **not** be used for:

- care homes,
- sites in mobile home parks or land lease communities,
- social and supportive housing that is exempt from the rent increase guideline (see the regulation under the Act for specific exemptions),
- member units in co-operative housing, and
- any other accommodation that is exempt from the Act (see Section 5 of the Act).

B. Change of Landlord

A new landlord has the same rights and duties as the previous landlord. A new landlord must follow all the terms of this agreement unless the tenant and new landlord agree to other terms. A new landlord should provide the tenant with their legal name and address.

C. Renewing a Tenancy Agreement (Part V of the Act)

If the landlord and tenant agree that the tenancy will last for a specific period of time, this is called a fixed term tenancy. This is because both the start and end date are set out in the tenancy agreement.

The end of an agreement does not mean the tenant has to move out or sign a renewal or new agreement in order to stay. The rules of the agreement will still apply and the tenant still has the right to stay:

- as a monthly tenant, if the agreement was for a fixed term or monthly tenancy,
- as a weekly tenant, if the agreement was for a weekly tenancy, or
- as a daily tenant, if the agreement was for a daily tenancy.

The landlord and tenant can also agree to renew the agreement for another fixed term or enter into a new agreement. In any case, changes to the rent must follow the rules under the Act (see Part I below for further information).

D. Ending the Tenancy (Part V of the Act)

The landlord or tenant must follow the rules of the Act when ending a tenancy.

When the tenant can end the tenancy

The tenant can end a tenancy by giving the landlord proper notice using the appropriate Landlord and Tenant Board form. They must give:

- at least 60 days' notice if they have a monthly or fixed term tenancy, or
- at least 28 days' notice if they have a daily or weekly tenancy.

For a fixed term tenancy, the notice cannot be effective before the last day of the fixed term. For a monthly or weekly tenancy, the notice must be effective on the last day of a rental period (e.g. month or week).

In certain situations, a tenant who has experienced sexual or domestic violence can give 28 days' notice to end the tenancy at any time, even if the tenant has a fixed term agreement (e.g., one year agreement). They must use the notice form approved by the Landlord and Tenant Board.

When the landlord can end the tenancy

The landlord can only give the tenant notice to end the tenancy in certain situations. These situations are set out in the Act. The landlord cannot evict the tenant unless the landlord follows the proper rules. These rules are set out in the Act. In most cases, the landlord must give proper notice to end the tenancy using the right form. Forms are available on the Landlord and Tenant Board's website.

If the landlord gives a tenant notice to end the tenancy, the tenant does not have to move out.

The landlord can give the tenant notice to end the tenancy in certain situations where the tenant is at fault. Examples include:

- tenant does not pay the full rent when it is due,
- tenant causes damage to the rental unit or building, and
- tenant substantially interferes with the reasonable enjoyment of other tenants or the landlord.

The landlord may also give notice to end a tenancy in certain situations that are not the tenant's fault, but only at the end of the term or rental period. In these cases, landlords must still give proper notice, and tenants may be entitled to compensation and/or the right to return to the unit. Examples include:

- landlord or purchaser needs the unit for themselves, an immediate family member, or caregiver, and
- landlord needs to do extensive repairs or renovations that require a building permit and vacant possession of the unit.

If the tenant does not move out, the landlord must apply to the Landlord and Tenant Board in order to evict the tenant. The Landlord and Tenant Board will hold a hearing and decide if the tenancy should end. Both the landlord and the tenant can come to the hearing and explain their side to the Landlord and Tenant Board. If the Landlord and Tenant Board orders an eviction, the eviction order can only be enforced by the Sheriff (Court Enforcement Officer).

It is an offence for the landlord to evict a tenant without following this process. If convicted, the landlord could face a fine of up to \$50,000 (for an individual) or \$250,000 (for a corporation).

If the Landlord and Tenant agree to end the tenancy

The tenant and landlord can agree to end a tenancy at any time by using the proper Landlord and Tenant Board form. Some landlords may ask the tenant to sign that form when signing the tenancy agreement (lease). In most cases, an agreement to end a tenancy signed at the beginning of the tenancy agreement is unenforceable and the tenant does not have to move out.

There is more information on how to end a tenancy and reasons for eviction in the Act and in brochures on the Landlord and Tenant Board website.

E. Giving Notices and Documents (Part XII of the Act)

The landlord and tenant have to deliver some official notices and other documents in writing. These notices and documents can be:

- hand delivered,
- left in a mail box or a place where mail is ordinarily delivered, or
- mailed (this will count as delivered five days after mailing).

There are also other ways to serve notices and documents. For more information, contact the Landlord and Tenant Board or see the Rules of Practice on its website.

F. Rent and Rent Receipts (Part VII of the Act)

Rent is the amount the tenant pays to the landlord to occupy the rental unit and receive services or facilities agreed to in this agreement.

The tenant must pay their rent on time. If they do not, the landlord can give them notice to end the tenancy.

If the tenant asks for a receipt for rent or any payment or deposit, the landlord must give them one for free. This also applies to a former tenant who asks for a receipt within 12 months after the end of their tenancy.

G. Rent Discounts (Part VII of Act)

The landlord can offer the tenant a discount for paying rent on or before the date it is due. This discount can be up to two per cent of the lawful rent.

The landlord can also offer rent-free periods or discounts in one of three ways:

- Rent-free periods of up to three months within any 12-month period,
- A discount of up to one month's rent spread evenly over eight months, or
- A discount of up to two months' rent, with up to one month's rent spread evenly over the first seven months, and up to one month's rent discounted in one of the last five months.

These types of discounts must be agreed to in writing.

H. Deposits (Part VII of the Act)

The landlord can only collect a deposit for the last month's rent and a refundable key deposit. The tenant does not have to provide any other form of deposit, such as pet or damage deposits. If the tenant pays anything more, the tenant can apply to the Landlord and Tenant Board to get the money back.

Rent deposit (i.e. last month's rent): The landlord can require a rent deposit on or before the tenant enters into the tenancy agreement. The landlord must apply this money to the rent for the last period of the tenancy. The rent deposit must not be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less.

The landlord must pay the tenant interest on the rent deposit every year. If the rent increases after the tenant has paid a rent deposit, the landlord can require the tenant to top-up the rent deposit so that it is the same as the new rent. The landlord can use the interest on the rent deposit to top-up the rent deposit.

If the landlord is unable to let the tenant move into the rental unit, the landlord must return the deposit, unless the tenant agrees to rent a different unit.

Key deposit: If the landlord collects a deposit for key(s), remote entry devices or cards, the landlord must return the deposit when the tenant gives back their key(s) at the end of the tenancy.

The landlord can charge the tenant for additional keys that the tenant requests (for example, if the tenant wants an extra key or if the tenant has lost their key), but the charge cannot be more than actual cost of the keys. This is not a key deposit.

I. Rent Increases and Decreases (Part VII of the Act)

Normally, the landlord can increase the rent only once every 12 months. The landlord must use the proper Landlord and Tenant Board form and give the tenant at least 90 days' notice before the rent increase is to take effect.

Guideline Rent Increases

In most cases, the rent can be increased by no more than the rent increase guideline unless the Landlord and Tenant Board approves a rent increase above the guideline. The guideline for each year can be found on the Landlord and Tenant Board's website. Some newer units are not subject to the rent increase guideline, including:

- A unit in a new building, if no part of the building was occupied for residential purposes on or before November 15, 2018;
- A unit in a new addition to an existing building, if no part of the addition was occupied for residential purposes on or before November 15, 2018; and,
- A new second unit in an existing house, such as a basement apartment, that was created after November 15, 2018 and that meets the requirements set out in the Act.

Rent Increases above the Guideline

The landlord can apply to the Landlord and Tenant Board for approval to raise the rent by more than the rent increase guideline. Affected tenants can oppose this application at the Landlord and Tenant Board.

This kind of rent increase is called an above-guideline rent increase. The Landlord and Tenant Board can allow this kind of rent increase if:

- the landlord's municipal taxes and charges have increased significantly,
- the landlord has done major repairs or renovations, or
- the costs of external security services (i.e. not performed by the landlord's employees) have increased, or external security services are being provided for the first time.

The landlord and tenant can also agree to an above-guideline rent increase, if the landlord agrees to renovate or add a new service for the tenant. Certain rules apply.

Rent Reductions:

The landlord **must** reduce the rent if:

- the municipal property tax goes down by more than 2.49 per cent, or
- the rent was increased above the guideline to pay for repairs or renovations and the costs have been fully paid for (this only applies to tenants who were living in the unit when the above guideline rent increase happened).

The tenant can apply to the Landlord and Tenant Board to reduce their rent if:

- municipal property taxes or charges on the rental property go down,
- the landlord reduced or removed a service without reducing the rent, or
- the landlord did not keep a promise they made in an agreement for a rent increase above the guideline.

J. Maintenance and Repairs (Part III, IV, V and XIV of the Act)

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards. This includes the maintenance and repair of things that came with the unit, such as appliances, and of common areas, such as parking lots, elevators, and hallways.

The tenant must pay their rent, even if they have problems with the maintenance and repair of their unit or property. If the tenant is having a maintenance or repair problem, the tenant should let the landlord know. If needed, the tenant can apply to the Landlord and Tenant Board.

The tenant is responsible for any damage to the rental property caused by the tenant, the tenant's guest or another person who lives in the rental unit. This applies to any damage caused on purpose or by not being careful enough. This does not include damage that results from normal use of the rental unit over time ("wear and tear"). The landlord can apply to the Landlord and Tenant Board if the tenant has not repaired such damage.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

K. Vital Services (Part I and III of the Act)

"Vital services" are hot or cold water, fuel, electricity, gas and heat.

The landlord must ensure that a rental unit has heating equipment capable of maintaining a minimum temperature of 20° Celsius from September 1 to June 15. Some municipal by-laws may have stricter requirements.

The landlord cannot withhold or shut off the reasonable supply of a vital service, care service or food that the landlord must supply under the tenancy agreement. If a vital service is cut-off because the landlord failed to pay their bill, the landlord is considered to have withheld that service. However, if a vital service is cut-off or disconnected because the tenant failed to pay their own utility bill, the tenant cannot claim that the landlord withheld a vital service.

The landlord cannot deliberately interfere with the reasonable supply of any vital service, care service or food, whether or not the landlord is obligated to supply it under the tenancy agreement.

L. Harassment (Part III and IV of the Act)

It is against the law for the landlord (or anyone acting for the landlord, such as a superintendent or property manager) to harass the tenant, or for the tenant to harass the landlord. If the landlord or the tenant is experiencing harassment they can apply to the Landlord and Tenant Board.

M. Discrimination

If the landlord (or anyone acting for the landlord) discriminates against the tenant based on prohibited grounds of discrimination under the Ontario *Human Rights Code* (the *Code*), they may be violating the tenant's rights under the *Code*. The Landlord and Tenant Board may be able to consider discrimination if it relates to an application under the *Residential Tenancies Act*, 2006. In other situations, the tenant may have to take their case to the Human Rights Tribunal of Ontario.

N. Landlord's Entry into Rental Unit (Part III of the Act)

The tenant is entitled to reasonable enjoyment of the rental unit (e.g. quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance and exclusive use of the rental unit).

The landlord can enter the rental unit with 24 hours' written notice only for the following reasons:

- make repairs,
- inspect the unit to see if repairs are needed, if the inspection is reasonable,
- show the rental unit to a possible buyer, insurer or mortgage lender,
- let a real estate agent show the unit to a possible buyer,
- have a property inspection done before converting the residential building into a condominium, or
- for any reasonable purpose listed in the tenancy agreement.

The written notice must include the reason for the entry and state the date and time (between 8 a.m. and 8 p.m.) that the landlord will enter the unit. With proper notice, the landlord can enter the unit when the tenant is not at home.

The landlord does not need to give a notice to enter:

- in case of emergency,
- if the tenant consents to entry,
- if the tenancy agreement requires the landlord to clean the unit, or
- if the tenancy is coming to an end and the landlord wants to show the unit to a potential new tenant – the landlord can only show the unit between 8:00 a.m. and 8:00 p.m. and must make a reasonable effort to let the tenant know when this will happen.

O. Locks (Part III and IV of the Act)

The landlord cannot change the locks of the rental unit unless the landlord gives the new keys to the tenant. The tenant cannot change the locks of the rental unit without the consent of the landlord.

P. Assign or Sublet (Part VI of the Act)

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a potential assignee or sublet of the rental unit.

1. **Assignment:** 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.
2. **Sublet:** A **sublet** occurs when the tenant moves out of the rental unit, lets another person (the 'sub-tenant') 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.

A tenant who sublets a rental unit cannot:

- charge a higher rent than the landlord does for the rental unit,
- collect any additional fees for subletting the rental unit, or
- charge the sub-tenant for additional goods or services.

Q. Guests (Part III of the Act)

The landlord cannot stop tenants from having guests, require the tenant to notify the landlord or get the landlord's permission before having guests. The landlord cannot charge extra fees or raise the rent due to guests in the rental unit. However, the tenant is responsible for the behaviour of their guests.

The landlord cannot prevent the tenant from having a roommate, as long as municipal by-laws on occupancy standards are respected.

If a tenant rents their whole unit to someone else (e.g. short-term rental), this person is not a “guest”. The tenant may have to get the landlord’s permission.

R. Pets (Part III of the Act)

A tenancy agreement cannot prohibit animals in the rental unit or in or around the residential building.

There are some cases where the landlord can apply to the Landlord and Tenant Board to evict a tenant who has a pet. These are some common examples:

- the pet makes too much noise, damages the unit or causes other tenants to have allergic reactions,
- the breed or species is inherently dangerous, or
- the rules of the condominium corporation do not allow pets.

S. Smoking (Part V of the Act)

The Act does not discuss smoking in a rental unit. The landlord and tenant can use Section 10 of this lease to agree to either allow or prohibit smoking in the unit, and/or on the landlord’s property.

Even if the lease doesn’t prohibit smoking, the landlord may apply to the Landlord and Tenant Board to end the tenancy if the smoking:

- substantially interferes with reasonable enjoyment of the landlord or other tenants,
- causes undue damage,
- impairs safety, or
- substantially interferes with another lawful right, privilege or interest of the landlord.

If the tenant believes that other people smoking in their building affects their health or safety, contravenes maintenance standards, or substantially interferes with their reasonable enjoyment of the rental unit, they should discuss it with their landlord before contacting the Landlord and Tenant Board.

T. Smoke and Carbon Monoxide Alarms

The landlord must provide the rental unit with working smoke alarms and, where applicable, carbon monoxide alarms. The landlord is responsible for keeping smoke and carbon monoxide alarms in working condition, which includes replacing the batteries. The tenant must not disconnect or tamper with any smoke or carbon monoxide alarm and must notify the landlord immediately of any alarms not working properly.

U. Resolving Disputes

The landlord and tenant are required to follow the law. If they have problems or disagreements, the landlord and tenant should first discuss the issue and attempt to resolve it themselves. If the landlord or tenant feels that the other is not obeying the law, they may contact the Landlord and Tenant Board for information about their rights and responsibilities, including whether they may apply to the Landlord and Tenant Board to resolve the dispute.

Guide to the Standard Lease

A guide to the standard lease is available at the webpage below.

Una guía del contrato de arrendamiento estándar está a su disposición en la página web que se encuentra abajo.

Makikita sa webpage sa ibaba ang gabay sa pamantayang pagpapaupa.

Auf der unten genannten Webseite steht ein Leitfaden zum Standardmietvertrag zur Verfügung

Hướng dẫn về hợp đồng thuê nhà chuẩn có tại trang web bên dưới.

Przewodnik dotyczący standardowego najmu dostępny jest na poniższej stronie internetowej.

Руководство по стандартной аренде доступно на веб-странице ниже

Інформацію щодо стандартного договору оренди можна знайти на вказаній нижче веб-сторінці.

Un ghid pentru închirierea- standard este disponibil pe pagina de mai jos.

Um guia para o contrato de arrendamento normalizado está disponível na página Web abaixo

您可在以下网页查看标准租约指南。

您可在以下網頁查看標準租約指南。

Μπορείτε να βρείτε έναν οδηγό για το τυπικό μισθωτήριο στον παρακάτω ιστότοπο.

표준 임대차 계약에 대한 안내는 아래 웹 페이지에 있습니다.

Una guida al contratto di locazione standard è disponibile nella pagina web sottostante.

دليل الإيجار القياسي متاح على صفحة الإنترنت أدناه

راهنمای اجارمنامه استاندارد در وبسایت زیر موجود است.

નીચે આપેલા વેબપેજ પર માનક લીઝ માટેની માર્ગદર્શિકા ઉપલબ્ધ છે.

मानक लीज के नियम नीचे दिए गए वेबपेज पर उपलब्ध है।

ਹੇਠਾਂ ਦਿੱਤੇ ਵੈੱਬਪੇਜ ਤੇ ਮਾਣਕ ਲੀਜ਼ ਗਾਈਡ ਉਪਲਬਧ ਹੈ।

இயல்தரமான குத்தகைக்கான வழிகாட்டு முறைகள் கீழே உள்ள வலைப்பக்கத்தில் கொடுக்கப்பட்டுள்ளது

معیاری لیز سے متعلق گائیڈ نیچے ویب صفحہ پر دستیاب ہے۔

www.ontario.ca/standardlease

**ADDITIONAL TERMS TO THE RESIDENTIAL TENANCY AGREEMENT
(STANDARD FORM OF LEASE)**

888 WHITEFIELD
THE BREEZE SUITES

Made and agreed to pursuant to section 15 of the Residential Tenancy Agreement (Standard Form of Lease) and section 241.1, 3(i) of the Residential Tenancies Act, 2006, (RTA) as amended.

The provisions of these Additional Terms shall be read with all grammatical and gender changes necessary and any singular reference to the Tenant shall include all Tenants to this Agreement. The term "Rented Premises" used throughout these Additional Terms means "Rental Unit" and the property and building in which the Rented Premises are located is the "Residential Complex".

1. Covenants

The Tenant agrees to follow and comply with all of the terms, conditions, covenants, agreements and provisions set out in this Agreement, and the Tenant agrees to give notice thereof to every person who resides in the Rented Premises. It is understood and agreed that the Landlord is entitled to enforce this Agreement in any Court or Tribunal of competent jurisdiction. The Tenant further acknowledges and understands that the Tenant is responsible for the behaviour, actions, and omissions of all occupants of the Rented Premises and all guests of the Tenant or an occupant of the Rented Premises, and the Tenant also acknowledges and understands that the Landlord may enforce this Agreement against the Tenant as a result of the behaviour, actions, or omissions of the Tenant and/or any occupant or guest. Nothing in this Agreement shall be interpreted to limit or restrict the application of this provision.

2. Occupants

It is understood and agreed that only the following people shall live in the Rented Premises in addition to the Tenant:

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

The Tenant shall give the Landlord written notice of the name and date of birth of any person not listed above who becomes an occupant of the Rented Premises during the tenancy. Such written notice shall be given prior to such person actually living in the Rented Premises. The Tenant shall also give the Landlord written notice of the name(s) of any occupant of the Rented Premises who moves out of the Rented Premises during the tenancy. Such written notice shall be given to the Landlord at or before the time that such occupant moves out of the Rented Premises, and shall identify the date on which the occupant will move out of the Rented Premises. This provision is intended for safety and security purposes.

Where a spouse claims "tenant" status under the regulations to the RTA, the spouse's shall be deemed to consent to be bound jointly and severally by the terms of this agreement, including liability for payment of rent, regardless if the Agreement is a fixed term or a month-to-month tenancy. The spouse shall provide the Landlord with personal information required to enforce this Agreement.

ADDITIONAL TERMS TO THE RESIDENTIAL TENANCY AGREEMENT

3. Delayed Possession

The Landlord and Tenant acknowledge and agree that where this agreement is entered into prior to completion of construction of the residential complex and where possession of the Rented Premises is delayed for any reason, including but not limited to an over-holding tenant or delays with respect to construction, renovation, or preparation of the Rented Premises for occupation by the Tenant, such that the Landlord is unable to offer vacant possession of the Rented Premises to the Tenant on the commencement date of the Tenancy as identified in section 4 of the Standard Lease, then the Landlord shall offer vacant possession of the Rented Premises to the Tenant on the first date the Landlord is lawfully able to. Any delay in the Landlord offering possession of the Rented Premises to the Tenant shall not affect the validity of this Agreement and shall not change or extend the term of the tenancy, but except where circumstances otherwise provided for in the applicable Pre-Leasing Agreement apply, the Tenant's rent will abate until the date that the Landlord offers the Tenant vacant possession of the Rented Premises. The Landlord shall not be subject to any other liability to the Tenant with respect to delayed possession of the Rented Premises except for the abatement of rent described in this Clause or except in circumstances provided for in the Pre-leasing agreement.

4. Payment of Rent

Rent paid by any person other than the Tenant is deemed to have been paid on behalf of the Tenant. Rent payments shall be made only in a manner agreed to as set out in Section 5(d) of the Standard Lease. Acceptance of other forms of payment by the Landlord at any time is not a waiver of this provision or of Section 5(d) of the Standard Lease, and shall not be deemed to be such a waiver.

5. Bankruptcy

If the Tenant becomes bankrupt, the Landlord shall rank as a preferred creditor pursuant to the *Bankruptcy and Insolvency Act* in respect of arrears of rent for a period of three months immediately preceding the bankruptcy. If the Tenant becomes bankrupt, the balance of the term of this Agreement shall be terminated and the Tenant shall become a month-to-month Tenant subject to all of the terms and conditions of this Agreement, and subject to the rights of the Trustee. On the day following the date that the Tenant becomes bankrupt the Tenant's obligation to pay rent shall immediately commence for the balance of the month in which the Tenant becomes bankrupt and, thereafter, rent shall be payable in advance on the first day of each month as provided for in section 5 of the Standard Lease.

6. Use

The Tenant agrees to use the Rented Premises as residential accommodation for the Tenant and occupants of the Rented Premises, and for no other purpose whatsoever.

Without limiting the generality of the foregoing, the Tenant shall not use the Rented Premises or any part of the Residential Complex for any business or commercial purpose, including but not limited to the operation of any babysitting or child care service, and the Tenant shall not permit any occupant or guest to do so. The Tenant shall also not conduct or permit any auction, yard sale, or any other sale in any place in the Residential Complex. Under no circumstances shall the Landlord be liable to the Tenant in any manner whatsoever for any business or commercial losses resulting from any interruption of any business or commercial operation in the Rented Premises by the Tenant, an occupant, or a guest.

ADDITIONAL TERMS TO THE RESIDENTIAL TENANCY AGREEMENT

The Tenant shall not list or advertise or permit the listing or advertising, of the Rented Premises for short term rental accommodation in any place, including on any website or listing service for short term rental accommodation. The Tenant shall also not seek or receive payment, compensation, or consideration of any kind in exchange for the short term use of the Rented Premises from any person, and the Tenant shall also not permit any occupant or guest to do so. For greater clarity, the Tenant shall not transfer, or permit the transfer, of occupancy of the Rented Premises to any other person, for any period of time, except by lawful sublet or assignment in accordance with the RTA and this Agreement.

7. Condition of Rented Premises

The Tenant acknowledges and agrees that the Rented Premises, appliances, fixtures and all other contents of the Rented Premises are in clean condition, free of visible defects, in working order and fit for habitation. The Tenant agrees to notify the Landlord in writing within seven (7) days of the commencement of the term of this Agreement if there are any defects or deficiencies in the Rented Premises or its contents. The Tenant agrees that there is no promise, representation or undertaking by or binding upon the Landlord with respect to any alteration, remodeling, decorating or installation of equipment or fixtures in the Rented Premises.

8. Care of Rented Premises

The Tenant shall keep the Rented Premises in a state of ordinary cleanliness at all times during the term of the tenancy.

The Tenant shall maintain the Rented Premises, appliances and fixtures in the same condition as on the date the tenancy started, for the entire term of the tenancy, and if the Landlord makes any improvements to the Rented Premises or contents during the course of the tenancy, the Tenant shall maintain the Rented Premises and contents in the improved state, subject only to reasonable wear and tear from normal use.

The Tenant shall not cause or permit any substance or object to enter or be poured or placed in any sink, drain, or toilet in the Rented Premises, except for such substances or objects that are consistent with the intended use of such sink, drain, or toilet. Without limiting the generality of the foregoing, the Tenant shall flush only human waste from the toilet and shall not dispose of any grease or refuse in any sink, drain, or toilet in the Rented Premises.

The Tenant acknowledges and agrees that the Tenant is responsible to repair or pay for the repair of any damage caused to the Rented Premises or any of its appliances, fixtures or appurtenances, and/or any damage to any other part of the Residential Complex, that is caused by the willful or negligent conduct of the Tenant, an occupant of the Rented Premises, or a guest.

9. Maintenance and Repairs

Further to sections 12 and 13 of the Standard Lease, the Tenant agrees to give the Landlord prompt written notice of any damage, accident, or defect in the Rented Premises or Residential Complex that the Tenant becomes aware of, and of any repairs or maintenance required to be done by the Landlord with respect to the Rented Premises or Residential Complex that the Tenant becomes aware of, as soon as possible after the Tenant becomes aware that such maintenance or repairs are necessary. The Tenant, in giving written notice, shall do so in accordance with the Landlord's maintenance protocols and procedures, as directed by the Landlord from time to time or, in the absence of such direction, by simple written notice, and all written notices shall be given to the

ADDITIONAL TERMS TO THE RESIDENTIAL TENANCY AGREEMENT

Landlord named in the Standard Lease, or to any successor landlord that the Tenant is notified of in writing. The Tenant agrees to allow the Landlord a reasonable opportunity to complete any repairs or maintenance that the Landlord is required to complete by law or under the Standard Lease or Additional Terms.

In the event of a breakdown of the electrical or mechanical systems in the Residential Complex or Rented Premises, the Landlord shall not be liable for damages or personal discomfort; however, the Landlord shall carry out repairs for which the Landlord is responsible with reasonable diligence.

The Tenant shall not direct or call any person not employed by the Landlord to complete any repair or maintenance in respect of the Rented Premises.

10. Right of Entry by Landlord

The Tenant agrees that the Landlord, its employees, agents and contractors of the Landlord, at the Landlord's sole discretion, shall be entitled to enter the Rented Premises for the purpose of making condition, insurance or appraisal inspections, repairs and alterations, including renovations, and pest control measures, regardless of whether the Tenant believes such inspections, repairs, renovations or measures are necessary, and the Landlord shall not be treated as a trespasser for the purpose of such entry; furthermore, the Tenant agrees that the Landlord may enter the Rented Premises in the manners specified under the RTA for the purpose of exercising its rights to enter the unit hereunder or under the RTA or to inspect such premises in preparation for a hearing before a court or tribunal. It is further agreed that the Landlord's exercise of a right of entry under this clause shall not constitute a breach of the covenant with the Tenant for quiet enjoyment of the Rented Premises.

11. Abandonment of Premises by Tenant

If the rent is unpaid after the due date, 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. If an inspection reveals that the Rented Premises is substantially barren of the Tenant's furnishings, it will be deemed as vacated or abandoned. The Tenant agrees to pay the Landlord any costs incurred by the Landlord in respect of commission fees, advertising, administrative costs, storage fees, and all costs of redecorating and cleaning, in addition to any arrears or rent, damages and legal costs.

Upon termination of the tenancy, abandonment, or vacating of the Rented Premises by the Tenant, when the Landlord re-enters the Rented Premises the Landlord may dispose of any articles, belongings, effects, or furnishings of any kind in accordance with the RTA. If the Landlord chooses to sell any of these belongings, it will be applied towards any reasonable out-of-pocket expenses incurred by the Landlord without prejudice to the Landlord's right to recover any deficiency remaining. It is agreed that all property left inside the Rented Premises (and which does not belong to the Landlord) belongs to the Tenant, unless the Tenant had advised otherwise, in writing, before the re-entry of the Landlord.

12. Where Tenant Vacates Without Notice But Other Persons Remain

If the Tenant vacates the Rented Premises without giving a proper Notice of Termination, and other persons remain in possession, the Tenant will be deemed to be in possession of the Rented Premises until it is vacated by all such persons. The Tenant's obligations under this Agreement will continue until the Tenancy has been properly assigned or terminated under the RTA.

ADDITIONAL TERMS TO THE RESIDENTIAL TENANCY AGREEMENT

13. Where Tenant Vacates Without Notice and No Other Persons Remain

If the Tenant vacates the Rented Premises without giving lawful Notice of Termination under the RTA, the Tenant will continue to be responsible for all obligations under this Agreement, including the obligation to pay rent, until this Agreement is lawfully terminated.

14. Liability

The Landlord shall not be liable or responsible in any way for:

- (i) any personal injury, infection from contagious disease, illness or death of the Tenant, an occupant, or any member of the Tenant's family, his agents or guests, or any person who may be upon the Rented Premises;
- (ii) any loss of or damage to any property, including cars and contents, or injury to or death of any person in the Rented Premises or Residential Complex;
- (iii) any damages to any property caused by steam, water, ground water, rain or snow, drainage pipes, or plumbing works;
- (iv) any damage caused by any electrical or other wiring or other mechanical services in or to the rented Premises or the Residential Complex;
- (v) any damage caused by anything done by or omitted to be done by any Tenants of the Landlord;
- (vi) any damage to or loss of any property left in or on the property following a Tenant giving up possession of the Rented Premises (voluntarily or not); or
- (vii) any damage to or loss of property due to an "Act of God" including but not limited to severe storm, lightning, flood, infestation of vermin or insects, etc.

15. If Rented Premises Rendered Unfit

If the Rented Premises is rendered unfit, the Tenant continues to be liable for full payment of rent and any reimbursement or compensation owed to the Landlord, insurer, or any other person in respect to lost income and damages of any kind; unless the Rented Premises was rendered unfit due to an "Act of God". It is agreed and acknowledged that in no case shall the Landlord be liable for business or economic losses incurred by the Tenant, howsoever caused, it being the case that the use of the Rented Premises is "residential".

16. Termination of Tenancy at the End of Term

IF THE TENANT WISHES TO MOVE OUT AFTER THE TERM OF THIS AGREEMENT, A VALID SIXTY (60) DAYS' NOTICE OF TERMINATION OF THE TENANCY IS REQUIRED FROM THE TENANT. (Please see Part D of the Standard Lease under General Information). It is agreed **that a Notice of Termination given by one Tenant shall bind all Tenants of the Rented Premises and all shall vacate on the Termination Date specified in the Notice. The Notice is irrevocable once the Landlord receives it and cannot be withdrawn or amended unless agreed to by the Landlord.**

The Tenant agrees to vacate the Rented Premises by 1 o'clock p.m. local time on the final day of the tenancy and to return all keys to the Landlord.

The Rented Premises must be left fit for immediate occupancy (clean, undamaged, all of the Tenant's furniture and refuse removed), appliances left in good condition (cleaned on the inside and out), and the Tenant shall clean and defrost the fridge (but leave it running at normal setting).

ADDITIONAL TERMS TO THE RESIDENTIAL TENANCY AGREEMENT

If the Landlord has to clean, repair damages, or treat the Rented Premises as a result of the Tenant's negligence, the Tenant shall reimburse the Landlord for all costs incurred.

17. Indemnity of the Landlord

If the Tenant, an occupant, or any person permitted in the Rented Premises or Residential Complex by the Tenant or an occupant breaches any term, covenant, condition, or provision of this Agreement, and thereby, or by the willful or negligent action or omission of the Tenant, an occupant or any person permitted in the Rented Premises or Residential Complex by the Tenant or an occupant, causes any injury or loss of life to any person or animal, or causes any damage to or destruction of any property, then the Tenant hereby indemnifies and saves harmless the Landlord and its employees, officers, members and directors, and its successors and assigns from any and all claims, demands, actions, causes of action, applications, complaints, or causes for complaints under contract, common law, or statute, that may arise due to, or may in any way be related to, any breach of this Agreement, or any other willful or negligent action or omission of the Tenant, an occupant or any person permitted in the Rented Premises or Residential Complex by the Tenant or an occupant.

18. Insurance

Further to section 11 of the Standard Lease, the Tenant agrees to obtain and maintain in full force and effect, public liability and fire, water, content, property damage, and relocation insurance in an amount that the Landlord, acting reasonably, considers adequate.

The Tenant agrees to provide written proof to the Landlord that the insurance required by this provision and section 11 of the Standard Lease is in full force and effect, upon request by the Landlord, at any time. The Tenant further agrees to inform the Landlord immediately, in writing, if the insurance required by this provision and section 11 of the Standard Lease is cancelled or otherwise terminated for any reason. It is further agreed and understood that, although the Landlord has the right to be given proof that the required insurance is in effect, it is the Tenant's responsibility to obtain such insurance, and is not the Landlord's responsibility to ensure that the Tenant has done so.

19. Damage to Tenant's Property

If the personal property of the Tenant or any person permitted in the Rented Premises by the Tenant is damaged or destroyed within the Residential Complex, and the Tenant believes that the damage or destruction was caused by any act or omission of the Landlord, then the Tenant agrees to immediately inform the Landlord of what property has been damaged or destroyed, in writing, and of the alleged cause. The Tenant shall not repair, replace, or dispose of any such damaged or destroyed property until the Tenant first provides the Landlord with an opportunity to inspect such property. Where the Tenant proposes to incur any expense to repair or replace such property, the Tenant shall first notify the Landlord in writing of such intention and provide the Landlord with the opportunity to propose other arrangements which may be more effective and less costly than those which the Tenant proposes to incur.

In the event that the personal property of the Tenant or an occupant of the Rented Premises is damaged or destroyed, and the Tenant believes that such damage was caused by an action or omission of the Landlord, the Tenant shall file a claim with the Tenant's insurer for the full amount of the loss, and the Tenant acknowledges that failure to file such a claim with the Tenant's insurer, or failure to maintain the required insurance in full force and effect, amounts to a failure by the Tenant to minimize any loss incurred by the Tenant as a result of the damage to the Tenant's personal property.

ADDITIONAL TERMS TO THE RESIDENTIAL TENANCY AGREEMENT

20. Reduction in Services or Facilities

The Landlord and the Tenant agree that it shall be reasonable for the Landlord, at any time and in its sole discretion, to reduce or discontinue any service, facility, privilege, accommodation, or thing that is included in the Total Rent (Lawful Rent) identified in section 5(b) of the Standard Lease or by law, except for "vital services" as defined in the RTA. If the Landlord reduces or discontinues such service, facility, privilege, accommodation, or thing, then the Tenant's rent may, if applicable, be adjusted pursuant to the RTA. There shall be no other compensation payable to the Tenant in respect of, or in relation to, any such reduction or discontinuance.

21. Harassment and Interference with the Landlord or Other Tenants

The Tenant shall notify the Landlord in writing, and within 2 business days, of any conduct of the Landlord, its agents, or other tenants or occupants of the Residential Complex, that the Tenant perceives as harassment or interference with the Tenant's legal interest or reasonable enjoyment of the Rented Premises or Residential Complex. Such written notice shall include particulars giving rise to the Tenant's assertion so that the Landlord may conduct an investigation. The Tenant shall not harass, or interfere with the reasonable enjoyment or the lawful rights, privileges or interests of the Landlord or any of its agents or employees, other tenants, or occupants. The Tenant acknowledges that the *Occupational Health and Safety Act*, as amended, prohibits harassment of the Landlord's employees.

22. Rules and Regulations

The Rules, regulations and posted notices governing the use of any services and facilities in the Residential Complex shall be observed and adhered to. Such services may include, but are not limited to, swimming pools, saunas, exercise rooms, recreational areas, and similar services, which are to be for the exclusive use of the Tenant or other tenants of the Residential Complex, and from which occupants or guests may be excluded.

The Tenant shall not violate, or permit or tolerate the violation of, any Federal, Provincial, or Municipal statute, regulation, law or by-law within the Rented Premises or the Residential Complex.

The Landlord may, on reasonable written notice to the Tenant, prescribe and implement additional Rules and regulations from time to time as the Landlord may deem appropriate for the operations of the Residential Complex or to otherwise address conduct or other specific issues that may arise between the parties to this Agreement, or other users of the Residential Complex. The Landlord and Tenant agree that a breach of the Rules shall constitute a serious breach of this Agreement.

A. Noise

The Tenant shall not cause, permit or suffer any noise or interference which is disturbing to the comfort or reasonable enjoyment of the Rented Premises or Residential Complex by the Landlord or any other tenant or occupant.

B. Pets

The Tenant acknowledges and agrees that the Tenant is responsible for the cost of repair of any damage to the Rented Premises or Residential Complex, or any appliance or

ADDITIONAL TERMS TO THE RESIDENTIAL TENANCY AGREEMENT

appurtenance in the Rented Premises or Residential Complex, caused by any animal, bird, reptile, or pet brought into or kept in the Rented Premises or Residential Complex by the Tenant, an occupant of the Rented Premises, or any guest of the Tenant or an occupant.

The Tenant and/or an occupant of the Rented Premises shall collect and properly dispose of all excrement deposits from their pet(s) in any common area of the Residential Complex; shall not permit their pet(s) to urinate anywhere in the Residential Complex; and shall ensure that all proper protocols are in place in the Rented Premises to prevent damage caused by pet excrement or urine.

C. Smoking

Further to section 10 of the Standard Lease, the Tenant acknowledges that provincial law prohibits smoking in any indoor common area of the Building. Additionally, the Landlord and Tenant agree and acknowledge that it is their mutual intention for the Rented Premises to be smoke free, subject to this provision. The Tenant acknowledges that Residential Complex is a smoke free building.

Specifically, the Landlord and Tenant agree that the smoking, vaping, and lighting or burning of cigarettes, cigars, Cannabis, tobacco, or any other substance whatsoever, is strictly prohibited in any and all parts of the Rented Premises and Residential Complex unless same is required to accommodate a person under the provisions of the *Human Rights Code*.

D. Noxious or Dangerous Substances

The Tenant shall not bring or store, or permit any occupant of the Rented Premises or guest to bring or store, in any place in the Rented Premises, any harmful, dangerous, noxious, or toxic substance, or any contaminant. If a question arises in relation to any such substance or contaminant, the question shall be resolved with reference to relevant Federal, Provincial, or Municipal government statutes, regulations, guidelines, or by-laws, or by a qualified expert chosen at the Landlord's sole discretion.

E. Video Surveillance

Common Areas of the Residential Complex may be subject to video surveillance for the purpose of maintaining security and prevention of crime.

F. Painting and Alteration

The Tenant shall not permit the painting or decorating of, or make any alterations to any portion of the Rented Premises without prior written consent of the Landlord. The Tenant acknowledges that that only picture hooks are permitted to be installed in the Rented Premises. The Tenant further acknowledges that permission is required for anything larger than a picture hook and will repair any damage caused upon removal.

G. Electric Lightbulbs

The Landlord will provide electric lightbulbs at the time the Tenant takes possession of the Rented Premises, but not thereafter. Upon termination of the tenancy, the Tenant shall ensure all electric light bulbs are in operable condition.

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H. Shades and Balconies

No awnings, shades, flower boxes, aerials, bird feeders, food for animals, wind chimes, satellite dishes or other items shall be erected over or placed outside windows, doors, balconies or inside patios. Balconies or patios shall not be used for the hanging or drying of clothes or for storage. No objects whatsoever shall be dropped, thrown, propelled or projected from the Rented Premises, and no Tenant shall permit or tolerate such act. Any patio or balcony shall be maintained in a neat and tidy condition at all times to the Landlord's satisfaction and the Tenant shall not install or place carpeting of any kind on the balcony.

Window blinds/tracks provided by the Landlord shall not be removed. The Tenant shall not install anything over windows or doors that in the opinion of the Landlord are offensive or detrimental or do not appeal to the appearance of the building.

I. Signs

No signs, advertisements or notices shall be posted or inscribed on or in any part of the Residential Complex.

J. Vermin

The Tenant shall keep the Rented Premises free from vermin. The Tenant shall carry out all protocols for preparation of the Rented Premises for treatment for vermin and shall not refuse entry to the Landlord or its contractor. Refusal to permit entry for such purpose shall be grounds for termination of the tenancy.

K. Garbage

All garbage shall be wrapped and tied in plastic or disposable garbage bags. All garbage and recycling shall be sorted and placed in the areas designated by the Landlord and not left anywhere else on the Residential Complex.

L. Appliances

The Tenant shall not use any appliance (aside from small countertop appliances such as a microwave, toaster oven, coffee machine and kettle) in addition to those supplied by the Landlord including any space heater, dishwasher, air-conditioner, washing machine, clothes dryer, and refuse compactor, without first obtaining the written consent of the Landlord and complying with conditions set by the Landlord for the use of same and agreeing to pay the Landlord the required charge, if any, for the use thereof,. The Tenant shall properly care for all appliances supplied by the Landlord and notify the Landlord in writing if such appliances require repair. Any damage to such appliances shall be paid for by the Tenant.

M. Parking

The Tenant may use the allotted parking space in order to park one vehicle of which is regularly operated by the Tenant. The Tenant shall not park or store any additional vehicles, abandoned, inoperable, commercial or recreational automobiles or any trailer, boat, or any other object in any other parking spaces or common areas of the Residential Complex.

ADDITIONAL TERMS TO THE RESIDENTIAL TENANCY AGREEMENT

N. Laundry

The use of common area or in-suite washing machines and dryers shall be subject to any rules posted or provided by the Landlord.

O. Moving

Household furniture and effects may be moved into or out of the Rented Premises only at such times and in such manner as prescribed by the Landlord. The Tenant shall not damage any part of the Rented Premises or Residential Complex by moving furniture or other personal effects in or out, and the Tenant agrees to indemnify the Landlord for any expenses incurred in repairing any damage so caused.

P. Locks

The Tenant shall not add to, replace, or alter the locking system on any door giving access to the Rented Premises or Residential Complex, without the written consent of the Landlord. The Landlord may add to, replace, or alter the locking system on any door in the Residential Complex, including any door giving access to the Rented Premises, provided that the Landlord gives the Tenant replacement keys.

If the Tenant or an occupant of the Rented Premises locks himself or herself out of the Rented Premises, the Landlord is not obligated to unlock the Rented Premises, and the Tenant is responsible for all costs of re-entry, including but not limited to locksmith charges, and the costs of the repair of any damage caused to the lock, door, Rented Premises, or Residential Complex during such re-entry.

Q. Fire

The Tenant shall not do, bring or keep anything in the Rented Premises that will in any way create a risk of fire or increase the rate of fire insurance on the building or contents. The Tenant shall not use the Rented Premises for excessive storage, including hoarding of any property, or for growing marijuana, regardless of whether the Tenant or an occupant has a License.

23. Assignment of Rented Premises

Further to section 14 and Part P of the Standard Lease, the Tenant acknowledges the right of the Landlord to consent or refuse to consent to the assignment of the Rented Premises, subject to the RTA. The Tenant may not assign the Rented Premises without first requesting, in writing, and receiving written leave of the Landlord to do so. The Landlord will charge an administration/processing fee of \$75.00 per application in order for the request to be made. This fee is non-refundable whether the Landlord approves or disapproves the request. The Tenant shall be solely responsible for finding an acceptable assignee; however, if the Tenant requests the Landlord to secure an acceptable assignee and the Landlord agrees to do so, the Tenant shall pay to the Landlord \$250.00 to reimburse the Landlord for its marketing, processing and administrative costs reasonably incurred for the service.

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24. Sublet of Rented Premises

Further to section 14 and Part P of the Standard Lease, the Tenant acknowledges the right of the Landlord to consent or refuse to consent to the sublet of the Rented Premises, subject to the RTA. The Tenant may not sublet the Rented Premises without first requesting, in writing, and receiving written leave of the Landlord to do so. The Landlord will charge an administration/processing fee of \$75.00 per application in order for the request to be made. This fee is non-refundable whether the Landlord approves or disapproves the request. The Tenant shall be solely responsible for finding an acceptable subtenant.

25. Obligations are Joint and Several

Everything contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of each party, including those of the Guarantor(s). All covenants and obligations of the several Tenants under this Agreement shall be joint and several obligations of such Tenants.

26. Waiver

The Landlord and Tenant acknowledge and agree that no term, condition, covenant, agreement, or provision of this Agreement shall be changed or waived, considered changed or waived, or deemed to be changed or waived, unless such change or waiver is agreed to in writing between the Tenant and the Landlord and the Landlord may choose at any time to enforce a written term of this agreement despite not having previously done so. Any amendments to this agreement shall only be made in writing and signed by both the Landlord and the Tenant and there shall be no "implied" amendments.

27. Severability

If any part of this Agreement or the application thereof to any person or circumstance to any extent is held invalid or unenforceable, the remainder of this Agreement, of the application of the provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent of the law.

28. Rental Application

The Landlord and Tenant agree that the Rental Application, including any Schedule or Addendum thereto, signed by them with respect to the Rented Premises is deemed to be incorporated into these Additional Terms. The Tenant acknowledges that the Tenant has received a copy of the Rental Application and warrants the truth and accuracy of all information listed therein. The Tenant further acknowledges and agrees that any misstatement or omissions in the Rental Application is a material misrepresentation by the Tenant, and renders this Agreement, and the Landlord's acceptance of the Rental Application, voidable at the Landlord's option.

29. Notices to Tenant and Spouse

Any Notice given to the Tenant by the Landlord in accordance with the RTA applies to all Tenants, and the spouse of any Tenant who seeks or obtains "Tenant" status under the RTA, of the Rented Premises. The Tenant agrees to give a copy of any notices to all Tenants and occupants in the Rented Premises.

30. Use of Personal Information

The Tenant acknowledges that the Schedule "A" Residential Rental Application Privacy Consent Form and Consent and Declaration attached to and forming part of the Rental Application is hereby incorporated into and forms part of this Agreement. The Tenant further grants permission to the Landlord to record and use personal information about the Tenant obtained during the term of the tenancy for the purpose of:

- (i) enforcing any term of this Agreement, including collection of money owed to the Landlord;
- (ii) obtaining a consumer report in the event the Tenant is in arrears of rent, in breach of this Agreement, or wishes to renew this Agreement; and,
- (iii) transferring such information to a database of tenant information to be made available to the Landlord or its Agents.

The Tenant shall notify the Landlord, in writing or by other documented means, of any accommodation requirements to ensure accessibility of the Rented Premises by the Tenant and compliance by the Landlord and Tenant with their respective *Human Rights Code* and accessibility obligations, and the Tenant shall not seek damages or compensation reasonably caused by the Tenant's failure to provide such disclosure.

31. Landlord's Agency

The Landlord may perform any of its obligations or exercise any of its rights hereunder through such managers or agency as it may from time to time determine and the Tenant shall, as from time to time directed in writing by the Landlord, pay to any such manager or agent any moneys payable hereunder to the Landlord. The Landlord agrees that whenever it exercises its rights under this Agreement it shall act in a reasonable manner.

32. Entire Agreement

The Tenant acknowledges that, prior to signing this Agreement, the Tenant has read and consents to all of the terms, covenants, conditions, and provisions therein. This Agreement constitutes the entire agreement between the parties, and there will not be any verbal statements, representations, warranties, undertakings or agreements between the parties in regards to subject matter hereof not contained in this Agreement. This Agreement may not be amended or modified in any respect except by written instrument.

33. Amendments

The Tenant covenants and agrees to comply with each of the rules and regulations herein, and upon notice, any additions or amendments thereto.

ADDITIONAL TERMS TO THE RESIDENTIAL TENANCY AGREEMENT

34. Signatures and Acknowledgement

These Additional Terms are signed together with the Standard Lease, and by signing below the Landlord and Tenant agree to be bound by all of the terms, conditions, covenants, agreements, and provisions in the Standard Lease, Additional Terms, and Rental Application and acknowledge receiving a copy of the signed Standard Lease, Additional Terms, Rental Application, Schedule A (any applicable Rules and Regulations), Consent to Disclosure, the Pre-leasing Agreement if applicable and additional schedules attached hereto, on behalf of all Tenants and Guarantor(s) if any.

Tenant(s):

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Landlord:

Name: _____ Signature: _____ Date: _____