



TENANCY AGREEMENT

This Tenancy Agreement dated the **Current Date** made pursuant to the provisions of the Residential Tenancies Act, SO. 2006, Chap.17 (hereinafter the "R.T.A.").

BETWEEN: **Owner's Name** (Landlord)

Per **REAL PROPERTY MANAGEMENT SERVICE,** (Agent)

3046 Bloor Street West, Toronto, Ontario. M8X1C4 (Address)

NOTE: This is the legal name and address of the Landlord to be used for the purpose of giving notices or other documents under the R.T.A. and this Lease. Tenant acknowledges the name and address of the Landlord are subject to change and in such event, the Tenant will direct notices accordingly to the new Landlord

AND: **Tenant's Name** (Tenant) AND: **Tenant's Name** (Tenant)

AND: **Tenant's Name** (Tenant) AND: **Guarantor's Name** (Guarantor(S))

RENTED PREMISES

Tenant agrees to lease subject premises: **Address of Rental Property**

Parking: **Number of Parking Spaces**

OCCUPANTS

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

Name: **Other Tenants under 18 years of age** Name: **Other Tenants under 18 years of age**

Name: **Other Tenants under 18 years of age** Name: **Other Tenants under 18 years of age**

OCCUPANT SPOUSES BOUND BY THIS AGREEMENT

Tenant undertakes to notify the landlord, in writing, in the event a spouse of the Tenant occupies the Rented Premises at any time while this Agreement is in effect. In the event the Rented Premises are occupied as a principal residence by a spouse as defined in the RTA and where such spouse obtains the status of "Tenant" of the Rented Premises, this agreement shall be deemed to be amended to include such spouse as a Tenant and shall be fully binding upon such person, jointly and severally with the Tenant in all respects, including the obligation to pay any arrears of rent.

COVENANTS

The Tenant agrees to abide by the covenants, agreements, and all provisions of this Agreement and is deemed to have given notice hereof to any person who resides in the Rented Premises. It is agreed that the Landlord shall be entitled to enforce the provisions of this Agreement against the Tenant in a Court or Board of competent jurisdiction in the event of a breach of performance thereof by the Tenant and the Landlord shall have the right to re-enter the Rented Premises and obtain vacant possession thereof in the event of non-payment of rent or breach of any of the covenants, agreements, or provisions of this Agreement by the Tenant, provided such rights are exercised in accordance with the R.T.A.

TERM

The Tenant shall occupy the Rented Premises, subject to the present tenant vacating, for a term beginning on the **1st day of First Full Month 2010** and ending on the **31st day of One Year Forward Month 2011 subject to the terms of this Agreement.** If the Landlord is unable to give possession of the rented premises on the commencement of the term for any

reason, including, but not limited to construction delays or an overholding tenant, the Landlord shall not be subject to any liability to the Tenants or occupants and shall give possession as soon as the Landlord is able to do so. The rent shall abate until possession of the rented premises is offered by the Landlord to the Tenant(s). Failure to give possession on the date of commencement of the term shall not in any way affect the validity of this Tenancy Agreement, the obligations of the Tenant or in any way be construed to extend the term of this Tenancy Agreement.

This agreement shall be enforceable against all Tenants named as such herein, regardless of whether such Tenant actually chooses to occupy the Rented Premises.

Tenant must stay entire length of lease or all deposits are forfeited. If Tenant vacates unit prior to the end of this lease, Tenant will be responsible for rents and other fees per this agreement through the end of the lease period, or until the unit is re-rented to a qualified Tenant, whichever comes first.

RENT

The Tenant agrees to pay to the Landlord, at the Landlord’s office or such place as directed in writing from time to time by the Landlord. The rent is \$**Rental Amount** per month thereafter payable on the **1st day of each month**. The sum of **\$0.00** per month for **1** parking spot. Rental cheques are payable to: **REAL PROPERTY MANAGEMENT SERVICE**. The Tenant agrees to deposit with the Landlord the sum of \$**Last Month’s Rent** as prepaid rent to be applied toward payment of the rent for the last rent period of the tenancy. A **\$20.00** charge will be assessed for each returned check. The Tenant will provide a deposit in the amount of \$**Key Deposit** to cover **3** keys, **1** Remote, **1** Fob prior to possession. This deposit will be refundable in full upon return of all items and vacating the premises.

PRORATED RENT

A pro-rated rent of \$**Amount of Prorated Rent** is to be paid in advance to cover the period from **Move-in Day** to **Last Day of the Move-in Month**. **If NO Prorated Rent, record \$0.00 and N.A. to N.A.**

CONDITION OF UNIT

Tenant shall at their own expense and at all times maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant agrees to professionally clean the Carpets upon vacating the unit and provide proof to the Landlord.

RENT INCREASE

Landlord must give **90** days’ advance notice to Tenant of any pending rent increase after the original lease period. **See Lease Addendum: 1) RENT**

UTILITIES

Tenant must notify utility companies of his/her occupancy and responsibility for payment within 2 days after lease start date for the following utilities marked:

Electric **Gas** **Water sewer & garbage** **Other** _____.

If not done, Tenant will be charged actual utility costs plus a \$50 accounting fee.

The Tenant, in addition to the Monthly Rental, agrees to pay for the following services applicable to the Rented Premises: Specify (Yes or No)

Electricity **Yes or No** Water Heater **Yes or No** Gas **Yes or No** Heat **Yes or No**
Water **Yes or No** Cable T.V. **Yes or No** Other **Yes or No** Other **Yes or No**

See Lease Addendum: 2) Utilities

ASSIGNMENT & SUB-LEASE

Tenant is not allowed to assign this agreement or sub-lease unit, without the written consent of the Landlord. **See Lease Addendum: 31) Assignment of Rented Premises, 32) Sublet of Rented Premises, attached.** Any person(s) occupying unit without Landlord approval and permission will be subject to eviction. Tenant will be responsible for any damages and rents due to Landlord that result from an unapproved occupancy.

CONSENT OF REGISTERED OWNER

The Landlord named herein has the registered owner’s authority to execute this Tenancy Agreement on its behalf and may exercise the rights and powers reserved to the Landlord herein; however, in the event the Landlord named herein is not the registered owner but an agent of same, the Tenant covenants not to impose liability for rent rebates or any damages, howsoever accruing, upon the Agent as Landlord and the Tenant shall seek recovery of any such rebate or damages from the registered owner and shall consent to any amendments of Court or Board documents necessary to ensure that the registered owner is properly added as a party to such proceedings.

REPAIRS & DEFECTS

Tenant agrees to not attempt to make repairs should they be necessary. In lieu thereof, Landlord will be notified. The Tenant shall give the Landlord prompt written notice of any accident or defects such as, without limiting the generality of the foregoing, defects or accidents involving water pipes and fixtures, gas pipes and fixtures, heating apparatus, tub surrounds, electric lights or any other installations and shall be liable for any damages caused by failure to give such notice. In the event of a breakdown of the electrical or mechanical systems, the Landlord shall not be liable for damages or personal discomfort; however, the Landlord shall carry out repairs with reasonable diligence.

DEFAULT

If Tenant is found in default of paying rent or other fees, and a collection service is used to collect funds due Landlord, Tenant will pay any additional collection costs and all legal fees of collection, with or without suit, including attorney’s fees and court costs.

INSURANCE

The Tenant shall, during the entire period of this tenancy and any renewal thereof, at his sole cost and expense, obtain and keep in full force and effect, fire and property damage and public liability insurance in an amount equal to that which the Landlord, acting reasonably, considers adequate. The Tenant agrees to provide to the Landlord, upon demand at any time, proof that all such insurance is in full force and effect and to notify the Landlord in writing in the event such insurance is cancelled or otherwise terminated.

The Tenant expressly agrees to indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from any occurrence in the Rented Premises, the use thereof by the Tenant, or occasioned wholly or in part by any act or omission of the Tenant, or by anyone permitted to be in the Rented Premises or the building by the Tenant.

The Tenant hereby agrees that possession of the Rented Premises at the commencement of the Tenancy may be withheld by the Landlord if the Tenant fails to provide proof of insurance upon demand by the Landlord.

ADDITIONAL TERMS OF LEASE

Landlord will be granted entrance to examine property within 24 hours of notice to Tenant.

Tenant acknowledges and accepts the existing conditions of the unit to be rented as is.

Lease will become a month to month lease upon fulfillment of the original lease period.

Guests are welcome but must not live with Tenant for a period exceeding 2 weeks without written permission from Landlord.

Pets are not are permitted in this unit.

Smoking is not is permitted in this unit.

Tenant is not is required to perform the yard care & snow removal.

ATTACHMENTS

The following attachments are part of this rental/lease agreement: **Lease Addendum, Condominium Rules**

ENTIRE AGREEMENT

The Tenant acknowledges that, prior to signing this Tenancy Agreement; the Tenant has read this Tenancy Agreement and consents to the terms, covenants, conditions and provisions herein. This Tenancy Agreement and the Rental Application constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and there are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties with respect to the subject matter hereof not contained herein. This Agreement may not be amended or modified in any respect except by written instrument.

IN WITNESS WHEREOF the parties hereto have executed these presents:

Witness

Tenant/Tenant(s)

_____ Date _____

Agent/Manager

_____ Date _____
Real Property Management Service
3046 Bloor Street West
Toronto, Ontario, M8X1C4

RECEIPT OF TENANCY AGREEMENT:

I/We hereby acknowledge receipt of a fully executed copy of this Tenancy Agreement, the Rental Application, Lease Addendum, and the prescribed information about the Landlord and Tenant Board this ____ day of ____, Year _____. I have authority to accept a copy of this Tenancy Agreement on behalf of myself and all Tenants and Guarantors named herein:

(Tenant)

Sign Name of Tenant Here

Print Name of Tenant Here

LEASE ADDENDUM

Further detailed Terms & Conditions which apply to the Tenancy Agreement dated **Current Date.**

1) RENT

Arrears of rent shall bear interest at the rate of 2% per month compounded monthly which is the equivalent of 26.82 per cent per annum, calculated from the date following the date upon which the rent is due until paid and such interest shall be deemed as rent hereunder.

The Tenant hereby acknowledges and agrees that any late payment of rent may be recorded at the discretion of the Landlord with any credit agency or credit bureau and may be used by the Landlord in support of an application to terminate this agreement. Permission is hereby granted to the Landlord to obtain information from any consumer reporting agency in the event the Tenant is in arrears of rent or wishes to renew this tenancy agreement.

The Tenant hereby grants permission to the Landlord to record and use information about the Tenant obtained during the course of the tenancy for the purposes of enforcing any term of this Tenancy Agreement and to obtain a Consumer Report in the event the Tenant is in arrears of rent or wishes to renew this Tenancy Agreement.

All payments herein are to be made by cheque, money order, certified cheque, PC or telephone banking, unless otherwise directed by the Landlord. Arrears of rent after the 10 of the month must be paid by guaranteed funds.

In the event of a lawful rent increase, the Tenant shall pay an additional amount to increase the rent deposit in an amount equal to the increased Monthly Rental. The increase deposit may be paid by way of a credit by the Landlord of interest payable in respect of the deposit herein.

It is further agreed between the parties that the rent chargeable pursuant to this Agreement and any statutory or other renewals thereof has been negotiated taking into account a reduction to allow for any future disruptions or inconvenience the Tenant may experience as a consequence of the Landlord performing work at the residential complex or Rented Premises pursuant to its statutory obligations under the RTA or any other provincial, federal or municipal legislation and therefore the Tenant shall not seek damages or any abatement of rent in such circumstances.

2) UTILITIES

The Tenant shall exercise reasonable care and diligence in the use of any utility supplied by the Landlord. The Tenant acknowledges that payment of charges by the Tenant for services as shown above constitutes a rental obligation of the Tenant and any unpaid charges may be collected as rent. Furthermore, any money paid by the Tenant to the Landlord, even when specifically identified by the Tenant as "rent", may first be applied by the Landlord to any unpaid charges for the above services, and the Landlord shall have the same remedies in respect of a resulting shortfall in rent as in the case of non-payment of rent.

The Tenant also acknowledges that where electricity is currently included in rent, the Landlord, in its sole discretion, may at any time choose to meter the Tenants' rented premises separately and transfer responsibility for payment of electricity directly to the Tenant based on the Tenant's own consumption. In such an event, the Landlord shall reduce the monthly rental in accordance with applicable Rent Control Legislation and the Tenant hereby consents to such transfer of responsibility for payment of electricity.

3) BANKRUPTCY

In the event of the bankruptcy of the Tenant, 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 next preceding the bankruptcy. If the Tenant becomes a bankrupt, the balance of the term of this Tenancy Agreement shall be terminated and the Tenant shall become a month-to-month tenant subject to all of the terms and conditions of this Tenancy Agreement and subject to the rights of the Trustee. On the day following the date that the Tenant becomes a 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.

4) USE

The Tenant agrees to use the Rented Premises as a residential dwelling and for no other purpose whatsoever.

The Tenant agrees not to conduct, permit, or suffer any act or activities on or about the Rented Premises for which consideration would normally be payable, including but not limited to activities such as the operation of babysitting or child care services, or the operation of any other business or commercial use. Specifically, the Tenant shall at no time seek compensation from the Landlord, howsoever arising, in respect of any interruption to any economic activity engaged in by the Tenant or members of the Tenant's household at the Rented Premises.

The Tenant shall not permit the Rented Premises to be occupied by anyone other than the persons listed in The Tenancy Agreement of this Agreement unless authorized by the Landlord in writing. The Landlord shall be deemed not to have Notice of such occupancy unless the Tenant has complied with this term.

The Tenant agrees not to permit a sale or auction to be held on the Rented Premises without written consent of the Landlord.

5) CONDITION OF PREMISES

The Tenant hereby acknowledges that the Rented Premises, appliances and appurtenances are in clean condition free of visible defects and fit for habitation and use. The Tenant hereby undertakes to notify the Landlord, in writing, within seven (7) days of the commencement of the term of this Agreement, of any defects or deficiencies in the condition of the Rented Premises. 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. The Tenant hereby agrees to maintain the Rented Premises in the same condition as existed at the commencement of this Tenancy Agreement, or as improved by the Landlord thereafter, reasonable wear and tear excepted.

6) CARE OF RENTED PREMISES

The Landlord covenants to keep the Rented Premises in a good state of repair and fit for habitation as required by law and the Tenant agrees to keep the Rented Premises in a reasonable state of cleanliness and shall be liable for the costs of repair of damage to the Rented Premises or residential complex caused by the willful or negligent conduct of the Tenant, other occupants of the Rented Premises or persons who are permitted in the residential complex by the Tenant. The Tenant shall not make any alterations to, or decorate the Rented Premises, without the Landlord's prior written approval and shall, upon termination of the tenancy, remove any alterations and decorating and restore the Rented Premises to the same condition as it was in on the date of commencement of this Tenancy Agreement, reasonable wear and tear excepted.

7) MAINTENANCE ISSUES

The Tenant covenants to advise the Landlord, in writing, of any repairs or maintenance required to be done by the Landlord. It is agreed that any request for maintenance or repairs not made in writing shall not be the subject of any legal proceeding by the Tenant against the Landlord in a court of law or before a Board of competent jurisdiction. It is further agreed that, upon written notice to the Landlord of any repairs or maintenance required to be done, the Tenant shall allow the Landlord a reasonable opportunity to effect repairs or maintenance that the Landlord is required to undertake by law or under this Agreement. Tenants shall not call on any person not employed by the Landlord to effect any repair or maintenance of the Rented Premises.

8) RIGHT OF ENTRY BY LANDLORD

The Tenant agrees that the Landlord, at the Landlord's sole discretion, shall be entitled to enter the Rented Premises for the purpose of making maintenance inspections, repairs and alterations, including renovations and pest control measures, regardless of whether the Tenant believes such inspections, repairs or renovations 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 manner specified under the R.T.A. for the purpose of exercising its rights to show or enter the unit hereunder or under the R.T.A. or to inspect such premises in preparation for a hearing before a Court or Board. 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.

9) PARKING

- a) Automobiles shall be parked only in such spaces which the Landlord may designate from time to time and the Landlord shall have the right to reassign such parking spaces from time to time as the Landlord, in its sole discretion, may determine. The Tenant shall furnish the Landlord with such information as it may require to identify the Tenant's automobile and the Tenant shall affix to the vehicle such identification as may be designated by the Landlord from time to time. The Landlord shall have no obligation to provide parking for more than the number of automobiles specified in the Tenancy Agreement. The Tenant shall not assign or sublet any parking space.
- b) Any parking space allotted to the Tenant by the Landlord may be used only for the purpose of parking one automobile which is regularly operated by the Tenant. Without limiting the generality of the foregoing, it is expressly understood and agreed that the Tenant shall not park or store on the Landlord's property any additional automobile, any automobile which has been abandoned or is inoperable or does not bear any valid license permit, and furthermore that the Tenant shall not park or store on the Landlord's property any commercial vehicle, propane powered vehicle, recreational vehicle, trailer, boat or any other object.
- c) In the event that the Tenant contravenes any of the provisions of sub-paragraph (a) or (b) hereof, the Landlord shall have the right to remove the automobile, vehicle, trailer, boat or object, as the case may be, from the property of the Landlord at the Tenant's risk and expense. No action shall lie against the Landlord in replevin, conversion, damages or otherwise as a consequence of such removal and the Tenant shall reimburse the Landlord for any expense which he may incur in removing, storing or disposing of any vehicle, trailer, boat or object.
- d) No repairs, cleaning, washing or maintenance to any vehicle shall be carried out on the Landlord's property.

10) FIRE

- a) The Tenant shall not do, bring or keep anything in the Rented Premises, or permit or suffer such act which will in any way create a risk of fire or increase the rate of fire insurance on the building or contents.
- b) Barbequing on balconies or making of fires shall not be permitted in or about the Rented Premises, unless part of condominium by-laws.

11) 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 by the Landlord or any other tenant.

12) ACCESS

- a) The sidewalks, entry, passageways and stairways used in common shall not be obstructed or used for any purpose other than proper access to and from the Rented Premises. Bicycles shall be kept only in areas designated by the Landlord.
- b) The Tenant agrees not to permit or suffer any partition or fences to be erected on; in, or about the Rented Premises.
- c) The Landlord shall have the right to limit access to the building by delivery services.

13) PAINTING AND ALTERATIONS

- a) The Tenant shall not permit the painting of any portion of the Rented Premises, or erect or cause to be erected any structure in, about, or upon the Rented Premises, or permit or make any alterations or changes in or about the Rented Premises without the prior written consent of the Landlord.
- b) Wallpaper shall not be installed without the prior written consent of the Landlord.
- c) Spikes, hooks, screws, nails, or stick-on hangers shall not be put into or upon any walls and woodwork of the Rented Premises.
- d) No adhesive products or self-adhesive products shall be used within the Rented Premises, including, but not limited to: self-adhesive picture hangers, clothes hooks, refrigerator decorations, bathroom decals and floor tiles, without the prior written consent of the Landlord.

14) ELECTRIC LIGHT BULBS

The Landlord shall furnish electric light bulbs in the fixtures and fuses in any panel box installed by the Landlord at the time the Tenant takes possession of the Rented Premises, but not thereafter. Upon termination of the tenancy, the Tenant shall be responsible for ensuring that all electric light bulbs and fuses are in place and in an operable condition.

15) SMOKE DETECTOR

The Tenant acknowledges receipt of smoke alarm maintenance information and agrees to immediately notify the Landlord in writing of any damage or malfunction of any smoke detector supplied by the Landlord and the Landlord agrees to service same, provided:

- a) the Landlord shall furnish a battery for each smoke detector requiring same at the time the Tenant takes possession of the Rented Premises, which battery shall thereafter be replaced as needed from time to time by the Tenant: and
- b) the Landlord shall not be responsible for servicing the smoke detectors and fire related equipment, including in-suite speakers, if the malfunction is due to tampering or adjustments made thereto or removal thereof by the Tenant or his guests and the Tenant shall reimburse the Landlord for any expenses incurred for replacement or servicing of the equipment if the malfunction is so caused.

16) SHADES AND BALCONIES

- a) No awnings, shades, flower boxes, aerials, 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.
- b) Drapes and drapery tracks where provided by the Landlord shall not be removed. The Tenant shall not install or permit to be installed over any windows or doors any flags, sheets, towels, metal, or other similar items which, in the sole opinion of the Landlord are detrimental to the appearance of the building.
- c) The Tenant shall maintain any patio or balcony area forming part of the Rented Premises in a neat and tidy condition at all times to the satisfaction of the Landlord and in no case shall the Tenant install or place carpeting of any kind on the balcony.

17) SIGNS

No signs, advertisements or notices shall be posted or inscribed on or in any part of the building by the Tenant.

18) PETS

- a) The Tenant shall not permit a dog, cat or other animal, bird, reptile, or pet of any kind to be kept or allowed on, in, or about the Rented Premises. The Tenant shall indemnify and save the Landlord harmless from any claims arising from injury to any person or damage to any property in the Rented Premises as a result of the Tenants or his guests bringing any animal, bird, reptile or pet into the Rented Premises or in or about the buildings wherein the Rented Premises are situated. Failure by the Landlord to enforce this provision is not deemed a waiver of this provision and the Tenant hereby acknowledges that the Landlord is not estopped from enforcing this provision at any time.
- b) The Tenant hereby accepts liability for any and all claims and actions initiated by the Landlord, another Tenant, a future Tenant or any other person for any injury to any person or damage to any property in or about the Rented Premises as a result of the Tenant or his guests bringing any animal bird, reptile or pet into the Rented Premises or in or about the building where the Rented Premises are situated.

19) VERMIN

The Tenant shall keep the Rented Premises free from vermin and in so doing shall procure and pay for any professional pest control service which may be necessary from time to time and a failure by the Tenant to comply with this provision shall be deemed to constitute a consent that the Landlord may enter the premises for the purpose of

exterminating any such vermin and any costs thereof shall be payable to the Landlord by the Tenant. The Tenant hereby further consents to entry of the Landlord or anyone designated by the Landlord for the purpose of treating the Rented Premises for pest control purposes.

20) GARBAGE

All garbage shall be wrapped in plastic or disposable garbage bags and tied and sorted if required and placed in the areas designated by the Landlord and at such times which it may designate, all in conformity with Department of Health or any other Municipal authority having jurisdiction over regulations and any applicable recycling regulations. It is expressly agreed and understood, however, that garbage shall not be stored outside the Rented Premises at any time unless in facilities designated by the Landlord. The Tenant agrees to place their garbage in the appropriate place for pickup, at the appropriate times depending on the collection schedule.

21) NOXIOUS SUBSTANCES

The Tenant shall not bring or permit the bringing or storage of any contaminants or noxious, dangerous or toxic substances into or upon the rented premises or any part of the residential complex or lands upon which the residential complex is situate. The Tenant shall be liable to indemnify the Landlord for any damages howsoever caused and any other liability which may accrue at law to the Landlord as a consequence of the Tenant's breach of this term. If a question arises relating to a contaminant or noxious, dangerous or toxic substances, such question will be determined having regard to Ontario or Federal law or by a person whom the Landlord believes to be an expert qualified to determine the question.

22) LAUNDRY

The Tenant(s) shall not operate a washer or dryer from his or her unit without the Landlord's express written consent, and shall only use the washing machine or dryer provided by the landlord for their own use and the use of those occupying the unit and not for any other purpose.

23) REPAIRS & REPLACEMENTS

Except if repairs or replacements are required by normal wear and tear, the Tenant shall be responsible for all repairs and replacements in the Rented Premises caused by the willful or negligent conduct of the Tenant or persons permitted in the Rented Premises by the Tenant, including, without restricting the generality of the foregoing, broken glass, torn screens, damaged light fixtures, plugged toilets, plugged sink drains, counter tops, etc.

24) REFRIGERATORS

Ice shall not be scraped from any surface and electric defrosters shall not be used in any refrigerator. Plastic parts of the refrigerator shall not be subjected to water hotter than the hand can bear. Any damage to the refrigerator shall be paid for by the Tenant.

25) APPLIANCES

The Tenant shall not use any appliance in addition to those supplied by the Landlord including, without limiting the generality of the foregoing, any space heater, dishwasher, air-conditioner, washing machine, clothes dryer, and refuse compactor, without first obtaining the written consent of the Landlord and paying to the Landlord the required charge 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; further, any damage to such appliances shall be paid for by the Tenant.

26) WATER BEDS

The Tenant shall obtain, at his expense; appropriate liability insurance for any water bed installed in the Rented Premises and shall provide proof of same to the Landlord prior to installation of any water bed. Further, the Tenant shall be liable for all claims and actions initiated by the Landlord, another Tenant or any other person for any injury to any person or damage to any property in or about the Rented Premises as a result of water leaking, issuing or flowing from any water bed installed in the Rented Premises.

27) MOVING

- a) Household furniture and effects may be removed from the Rented Premises only at such time and in such manner as prescribed by the Landlord.
- b) The Tenant shall not damage any part of the building or Rented Premises by moving furniture or other articles in or out and the Tenant agrees to indemnify the Landlord for any expenses incurred in repairing any damage so caused and **may require a refundable moving deposit as required under the Condominium By-Laws of the building.**

28) LOCKS

- a) The Tenant shall not alter or add to the locking system on any door giving direct entry to the Rented Premises without written permission by the Landlord. The Tenant hereby consents to any change of locks in the building including that of the door giving direct entry into the Rented Premises, provided the Landlord gives the Tenant replacement keys.
- b) In the event the Tenant or his guest(s) locks himself out of the Rented Premises, the Landlord shall not be obligated to unlock the Rented Premises and the Tenant shall be responsible for all 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 Premises.

29) GENERAL

- a) The rules, regulations and posted notices governing the use of any additional services by the Landlord shall be observed and adhered to. Such services may include, but shall not be limited to, swimming pools, sauna baths, exercise rooms, recreational areas and similar services which are for the exclusive use of the Tenant.
- b) The Tenant shall not violate, or permit or suffer violation of any Federal, Provincial or Municipal statutes, laws, by-laws, or regulations.
- c) If the Rented Premises are subject to the Condominium Act, the Tenant agrees to be bound by the Declaration, by-laws, rules and regulations of the Condominium Corporation and the said Act.

30) AMENDMENTS

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

31) ASSIGNMENT OF RENTED PREMISES

The Tenant acknowledges the right of the Landlord to consent or refuse to consent to the assignment of the Rented Premises. The Tenant covenants not to assign the Rented Premises without first requesting, in writing, and receiving written leave of the Landlord to do so. If the Landlord consents to an assignment of the Rented Premises, the Tenant shall not assign the Rented Premises to a potential assignee without first requesting, in writing, that the Landlord consent to the assignment of the Rented Premises to the potential assignee and receiving the Landlord's written consent thereto, which consent will not be arbitrarily or unreasonably refused; however, the Landlord may charge an administration and processing fee in respect of the expenses associated with the granting of such consent in the amount of **\$90.00, per applicant**, provided that this covenant shall not be construed to mean acceptance by the Landlord of a prospective assignee. It is further agreed that a request to assign shall be deemed not to have been made until the administration and processing fee has been paid and submitted along with the Tenant's written request. Each written request made under this section or section "Sublet of rented premises" (below) shall be delivered, personally or by mail, to the Landlord at the address set out on page 1 of the Tenancy Agreement and where the request is mailed, it shall be deemed to have been made on the 5th day after mailing. No assignment shall occur until the Tenant and Assignee have completed documentation reasonably required by the Landlord in respect of the assignment. Until the assignment occurs, the Tenant shall remain liable for all obligations under this Tenancy Agreement, including the obligation to pay rent. Unless otherwise agreed in writing, the Tenant shall be solely responsible for finding an acceptable assignee provided the Landlord has first agreed, in writing, to the assignment of the Rented Premises.

32) SUBLET OF RENTED PREMISES

The Tenant covenants not to sublet the Rented Premises without first requesting, in writing, and obtaining the Landlord's written consent to sublet to the prospective tenant. Where the tenancy is monthly, the Tenant shall not sublet the Rented Premises for a term greater than the remaining days in the month when the sublet takes effect. Where the tenancy is for a fixed term, the Tenant shall not sublet the Rented Premises for a term which ends after the fixed term. The Tenant and Sub-Tenant shall complete documentation, reasonably required by the Landlord in respect of the sublet prior to commencement of the sub-tenancy. In all cases, no consent to a sublet shall be granted by the Landlord unless the Tenant first provides to the Landlord a copy of an executed written subtenancy agreement specifying the date of termination of the subtenancy and specifying that the subtenancy agreement shall not be amended by the parties without first obtaining the written consent of the Landlord thereto, which consent may be unreasonably withheld. The Landlord shall not arbitrarily or unreasonably withhold consent to a sublet; however, the Tenant agrees to pay the Landlord an administration and processing fee in respect of the expenses associated with granting such consent in the amount of **\$90.00, per applicant**, provided that this covenant shall not be deemed to mean acceptance of a prospective subtenant. It is further deemed that a request to sublet shall not have been made until the administration and processing fee has been paid. The Tenant acknowledges that, in the event the Rented Premises is sublet, the Tenant shall continue to be bound by all of the provisions of this Tenancy Agreement, including the obligation to pay rent, until such time as the tenancy is terminated. The Tenant further acknowledges that any subtenant must vacate the premises and the Tenant must deliver vacant possession of the Rented Premises upon termination of this Tenancy Agreement. It is acknowledged that any rent paid by the subtenant to the Landlord shall be deemed to be paid on behalf of the Tenant but only during the term of the sub-tenancy approved by the Landlord.

33) WHERE "SPOUSE" OBTAINS "TENANT" STATUS

Where a spouse of the Tenant obtains "tenant" status under the regulations to the RTA such spouse shall be deemed to have consented to be bound jointly and severally with the Tenant by this Agreement, including the obligation to pay all rent arrears that may be due when such "tenant" status is sought, regardless of whether this Agreement operates pursuant to a fixed term or has been renewed as a statutory month-to-month tenancy. Any spouse claiming or obtaining "tenant" status shall provide the Landlord with such personal information as the Landlord may require in order to exercise all of its rights under this agreement.

34) ABANDONMENT OF PREMISES BY TENANT

If 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. The Rented Premises shall be deemed to have been vacated or abandoned if an inspection reveals the Rented Premises to be substantially barren of the Tenant's furnishing and/or effects, but this clause shall not be construed so as to limit or restrict the circumstances under which the Rented Premises may be deemed to be vacated or abandoned.

The Tenant agrees to pay to 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 of rent and damages, including but not limited to all legal costs on a solicitor and client basis, to which the Landlord is entitled under this Agreement or by law in the course of obtaining vacant possession and re-renting the Rented Premises: it is expressly agreed that recovery of any such sums shall constitute appropriate damages recoverable by the Landlord as a consequence of breach of this tenancy agreement.

Upon re-entry by the Landlord upon termination of the tenancy or upon the abandonment or vacating of the Rented Premises by the Tenant, or pursuant to a Court or Board Order, the Landlord may dispose of any articles, belongings, effects, or furnishings of any kind found at the Rented Premises or its environs in accordance with the provisions of the R.T.A. In the event any of the Tenant's articles, effects, belongings, or furnishings are sold by the Landlord, the proceeds of such sale shall be applied towards any of the Landlord's reasonable out-of-pocket expenses incurred for moving, storing, securing or selling such property and any arrears of rent and legal costs and disbursements, without prejudice to the Landlord's right to recover any deficiency remaining. It is further agreed that all property in the Rented Premises at the time of re-entry by the Landlord shall be deemed to be the Tenant's property unless the Tenant advises otherwise, in writing, prior to such re-entry.

35) WHERE TENANT VACATES WITHOUT NOTICE BUT OCCUPANTS REMAIN

Where the Tenant vacates the Rented Premises without giving a Notice of Termination under the R.T.A. and without entering into an agreement to terminate the tenancy, and where the Rented Premises continue to be occupied by a person(s) who was permitted in the Rented Premises by the Tenant, it is acknowledged and agreed that the Tenant shall continue to be in possession of the Rented Premises until it is vacated by such occupant or occupants, as the case may be; further, all of the Tenant's obligations under this Agreement shall continue until such time as the Tenancy herein is properly assigned or terminated in accordance with law or by agreement between the Landlord and the Tenant.

36) SAME: WHERE NO OCCUPANTS REMAIN

Regardless of subparagraph "WHERE TENANT VACATES WITHOUT NOTICE BUT OCCUPANTS REMAIN", where the Tenant vacates the Rented Premises without giving a Notice of Termination or lawful Notice of Termination under the R.T.A. and without entering into an agreement to terminate the tenancy, and where the Rented Premises are thereby vacant, the Tenant shall continue to be responsible for all obligations imposed under this Agreement, including the obligation to pay rent, shall continue in full force and effect until such time as this Agreement is lawfully terminated.

37) DAMAGES FOR EARLY TERMINATION

Where the Landlord takes possession of the Rented Premises prior to the end of the term or any renewal thereof because the tenancy has been terminated and the Tenant has been evicted for breach of this Agreement or the R.T.A. or where the Tenant has vacated without giving a valid Notice of Termination, the Tenant shall remain liable to pay rent until the end of the term or any renewals thereof, subject to the Landlord's obligation to mitigate its losses, on the grounds that such rent payment obligation shall constitute reasonable damages to compensate the Landlord for early termination and breach of this Agreement, further, the Tenant shall be responsible for all reasonable cost, including marketing, re-decorating and repair costs, incurred by the Landlord to re-rent the Rented Premises in mitigation of its losses.

38) LIABILITY

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

- a) Any personal injury or death that may be suffered or sustained by the Tenant, an occupant, or any member of the Tenants' family, his agents or guests, or any other person who may be upon the Rented Premises or the premises of the Landlord; or
- b) any loss of or damage or injury to any property including cars and contents thereof belonging to the Tenant or to any member of the Tenants' family or to any other person while such property is on the Rented Premises or on the premises of the Landlord; or
- c) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, ground water, rain or snow which may leak into, issue or flow from any part of the Rented Premises or the premises of the Landlord or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter; or
- d) Any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
- e) Any damage caused by anything done or omitted to be done by any tenants of the Landlord; or
- f) any damage to or loss of any property left in or on the Rented Premises or the premises of the Landlord 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 or attributable to anything done or omitted to be done by the Landlord or any other Tenants of the Landlord, or any other person; or
- g) any damage to or loss of property incurred by the Tenant as a result of an "Act of God", being such as but not limited to, the following: severe storm, lightning, flood, infestation of vermin or insects, etc.

39) ISSUES ABOUT DAMAGE TO PROPERTY

In the event of damage, destruction or disposition of the Tenants' property, which the Tenant believes has resulted from an act or omission of the Landlord, Landlords' Agent(s) or Superintendent, the Tenant agrees to notify the Landlord on the next business day, in writing, of such damage, destruction or disposition and to provide written particulars of same, including the alleged cause. The Tenant further agrees not to dispose of, repair or replace any such property without first permitting the Landlord to inspect it. In addition, where the Tenant proposes to incur expenses which the Tenant believes have resulted from an act or omission of the Landlord, Landlords' Agent(s) or Superintendent, the Tenant shall first notify the Landlord of the intention to incur such expenses and shall permit the Landlord an opportunity to propose other arrangements which may be more effective and less costly than those for which the Tenant proposes to incur expense. **In all cases of damage to property, however caused, the Tenant shall notify his insurer of the damage and shall file a claim with his insurer for the full amount of the loss.**

40) ISSUES ABOUT INTERFERENCES WITH TENANT'S USE OR ENJOYMENT; OR HARASSMENT

In the event the Tenant believes the Landlord, its employees or agents are engaging in harassment of the Tenant or in activities, including construction activities, which interfere with the tenant's reasonable use and enjoyment of the Rented Premises or residential complex, the Tenant shall, within 2 business days of such alleged interference or harassment, notify the Landlord, in writing, of the nature of the activity and the impact of the activity on the Tenant or members of the Tenant's household. Upon giving the Landlord such notice, the Tenant shall allow the Landlord a reasonable amount of time, and in no case, less than ten days, to investigate and respond to such issues raised by the Tenant in such notice. The Tenant agrees that no compensation or damages shall be sought by the Tenant before any Court or Board in the event of a failure by the Tenant to give the Landlord notice in accordance with this section.

41) IF PREMISES RENDERED UNFIT

Except where the Rented Premises are rendered unfit for the purposes of the Tenant as a result of an "Act of God" or the negligence of the Landlord, the Tenant shall be liable for full payment of rent for the Rented Premises and shall be liable to reimburse and indemnify the Landlord in respect of payments made or liable to be made by the Landlord to any insurer or to any other person in respect of lost income and damages of any kind and shall be liable to pay the full Monthly Rental during the period when the Rented Premises are unfit for the purposes of the Tenant.

42) TERMINATION OF TENANCY AT END OF TERM

- a) **IF EITHER THE TENANT OR THE LANDLORD DESIRES TO TERMINATE THE TENANCY AT THE END OF THE TERM OF THIS AGREEMENT, HE SHALL GIVE WRITTEN NOTICE IN ACCORDANCE WITH THE RESIDENTIAL TENANCIES ACT AND NOT LESS THAN SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THIS AGREEMENT OR ANY STATUTORY OR OTHER RENEWALS THEREOF.**
- b) A valid Notice of Termination of tenancy given by the Tenant shall be irrevocable upon receipt by the Landlord and shall not be withdrawn, rescinded or amended by the Tenant without the express written consent of the Landlord, and such Notice shall bind all Tenants of the Rented Premises.
- c) If either party has given notice of termination of this Agreement or if the parties have agreed that the tenancy will be terminated, the Rented Premises may be shown to prospective tenants in accordance with the provisions of the R.T.A. Should the Tenant effectively deny the Landlord entry rights under the R.T.A. or this Agreement, the Tenant shall compensate the Landlord for any damages he may experience including but not limited to lost rent.
- d) If no notice pursuant to this paragraph has been delivered by either party and the Tenant remains in occupation after the end of the termination of this Agreement, the Tenant shall become a monthly Tenant under the terms and conditions herein set out subject to any valid Notice of Rent Increase served by the Landlord and provided that nothing herein contained shall prevent the parties from agreeing in writing to any other terms for the said monthly tenancy.
- e) In the event the Tenant is required by law or agrees to vacate the Rented Premises on or before a certain date and the Landlord enters into a Tenancy Agreement with a third party to rent the premises for a term commencing immediately after such date and if the Tenant fails to vacate the Rented Premises on or before such date thereby causing the Landlord to be liable to such third party, the Tenant shall (in addition to all other liability to the Landlord) indemnify the Landlord for all damages suffered thereby, including without limiting the generality of

the foregoing, for all legal costs incurred by the Landlord on a solicitor-and-client basis and for damages incurred by the incoming tenant in respect of such overholding.

- f) The Tenant acknowledges and agrees that he shall give any notice of termination by delivering or mailing same at or to the office of the Landlord only, and not by delivering or mailing same to any agent or employee of the Landlord. The Tenant further acknowledges and agrees that, in the event the Landlord named in this Tenancy Agreement ceases to be the Landlord of the Rented Premises, the Tenant shall deliver any such notices under this Agreement or required by law to the office of the party who is the Landlord at the time the notice is given.
- g) The Tenant agrees to vacate the Rented Premises by 1 o'clock p.m. on the final day of this Tenancy Agreement or any renewal thereof.
- h) After service of the Notice of Termination, the Tenant shall arrange with the Landlord or his agent to complete an "Outgoing Inspection Report", which shall be signed by both parties. Failure to complete an "Outgoing Inspection Report" will be deemed acceptance by the Tenant of the Landlord's copy of same.
- i) Upon termination of the tenancy, the Tenant shall give vacant possession and deliver all keys of the Rented Premises to the Landlord. Failure to comply with this provision shall render the Tenant liable to an administration charge in addition to any other liability imposed upon the Tenant by this Agreement or by law.
- j) The premises shall be left fit for immediate occupation by the new Tenant, clean, undamaged, and with all furniture and refuse removed. Without limiting the generality of the foregoing, the Tenant shall:
 - i) Leave the Rented Premises, appliances, and appurtenances in the same condition as existed at the commencement of the term and if the condition of the Rented Premises has been improved by the Landlord following the commencement of this Tenancy Agreement in any manner or for any reason whatsoever, the Tenant shall leave the premises in the said improved condition, reasonable wear and tear excepted;
 - ii) Leave broadloom and tile floors, walls, ceilings, windows, doors, and every other part of the Rented Premises in a clean condition and not move heavy furniture over the floors or stairs - coasters shall be used for heavy furniture;
 - iii) Leave the stove, refrigerator and any other appliance in a clean condition inside and outside, and replace any broken, missing or damaged parts before vacating;
 - iv) Clean and defrost the refrigerator, but leave it running at normal setting;
 - v) Remove all contents and refuse from the Rented Premises and leave any storage areas dean and unlocked.
 - vi) If the Tenant has or has had a pet, the Tenant at his cost shall have a qualified pest control contractor treat the Rented Premises for fleas and other vermin and shall provide the Landlord with the contractor's paid receipt as evidence of the work done.
 - vii) Should the Landlord have to clean or treat the Rented Premises as a result of the Tenant's failure to comply with his obligations under this "TERMINATION OF TENANCY AT END OF TERM" clause the Tenant shall reimburse the Landlord for all costs incurred in respect of same.

43) WAIVER

The Landlord and Tenant mutually agree that no assent or consent to changes in or waiver of any part of this Agreement in spirit or letter shall be deemed or taken as made, unless the same be done in writing between the Landlord or the Landlord's authorized agent and attached to or endorsed hereon. It is specifically understood between the parties hereto that the Landlord's Janitors, Superintendents and Rental Agents are NOT authorized agents within the meaning of this clause for the purpose of amending any provision of this agreement.

44) SEVERABILITY

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

45) RENTAL APPLICATION

The Tenant acknowledges receipt of a copy of the Rental Application which is deemed to be incorporated herein and to form part of this Tenancy Agreement. The Tenant warrants the truth of all facts contained therein, and agrees that any mis-statement or omission in the said Rental Application constitutes a material misrepresentation rendering this Tenancy Agreement voidable at the option of the Landlord.

46) GUARANTOR'S LIABILITY

In consideration of the execution and delivery of this Tenancy Agreement by the Landlord, the Guarantor, as principal debtor, agrees to execute an agreement made collateral to this Tenancy Agreement which, upon execution by the Guarantor and the Landlord, shall be deemed to constitute a part of and be incorporated into this Tenancy Agreement with the Guarantor deemed to be a party to this Tenancy Agreement. The Guarantor further agrees that liability under the guarantee shall continue until such time as this Tenancy Agreement is terminated and the Guarantor continues to be liable and bound by this Guarantee during any renewals and extensions, statutory or otherwise, of the term of this Tenancy Agreement.

47) OBLIGATIONS ARE JOINT AND SEVERAL

Everything contained in this Tenancy Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each party hereto. 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 Agreement. ALL COVENANTS OF THE TENANTS HEREIN CONTAINED SHALL BE DEEMED TO BE JOINT AND SEVERAL OBLIGATIONS.

48) NOTICES TO TENANT AND SPOUSE

Any Notice given by the Landlord to the Tenant pursuant to the RTA shall be binding on all Tenants of the Rented Premises and on the spouse of any Tenant where such spouse seeks or obtains "Tenant" status under the RTA and the Tenant hereby agrees to forthwith give a copy of such Notice to all other Tenants and to any occupant of the Rented Premises to whom the Tenant is married or in a conjugal relationship with.

49) USE OF PERSONAL INFORMATION AND PRIVACY ISSUES

The Tenant hereby grants permission to the Landlord to record and use personal information about the Tenant obtained during the course of the tenancy herein for the purposes of:

- a) Enforcing any term of this Agreement, including collection of moneys owed to the Landlord;
- b) 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,
- c) Transferring such information to a database of tenant information to be made available to the Landlord or its agents.