#### APPENDIX B – ADDITIONAL TERMS

# TO THE STANDARD ONTARIO TENANCY AGREEMENT Made Pursuant to s. 241.1.3 of the RTA and clause 15 of the Standard Form of Lease

#### 1. 00 **DELAYED POSSESSION**

1. 01 If the Landlord is unable to give possession of the Leased Premises on the date the Tenant is entitled to have possession in accordance with clause 4 of the Standard Form of Lease, the Landlord shall not be liable for damages arising out of the failure to give possession and shall give possession as soon as they are able to do so. The rent shall abate until the Landlord provides possession of the Rental Unit to the Tenant. The Landlord's failure to grant possession on the date set out above shall not in any way affect the validity of this Agreement, and the Tenant's obligations or in any way be construed to extend the term of the Agreement.

#### 2. 00 LEASE VOID WITHOUT COMPLIANCE

- 2. 01 Notwithstanding clause 4 of the Standard Form of Lease, the Tenant(s) is not entitled to occupy the Leased Premises until such time as the rent for the first rental period, along with any last month's rent deposit as may be required under the Agreement have been paid to the Landlord by guaranteed funds. Failure by the Tenant to pay the Landlord these sums prior to the commencement of the tenancy shall, at the Landlord's sole and exclusive option and notwithstanding clause 4 of the Standard Lease Form, make the entire Tenancy Agreement null and void, negating any rights of occupancy that the Tenant(s) would otherwise have had. If such were to occur, all funds held on deposit shall be retained by the Landlord to be applied as rent towards the last month of the tenancy, and the Landlord has the right under law to commence an action for any further damages in a Court of competent jurisdiction, to compensate the Landlord for its costs in advertising and rerenting the unit, and for loss of income during the time the unit remains empty prior to the commencement of a replacement tenancy.
- 2. 02 Notwithstanding clause 4 of the Standard Form of Lease, and at the Landlord's sole option, the Tenant(s) is not entitled to occupy the Leased Premises until such time as the responsibility for payment of utilities for which the Tenant(s) is obligated to pay under this Agreement have been transferred directly to the Tenant's name. Failure by the Tenant to transfer and accept responsibility as set out in this Agreement prior to the commencement of the tenancy shall, at the Landlord's sole option, make the entire Tenancy Agreement null and void, negating any rights of occupancy that the Tenant(s) would otherwise have had, and the Landlord will retain the right to bring an action for any and all damages which may be allowed in law in any Court of competent jurisdiction.

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- 3. 00 **RENT**
- 3. 01 The Tenant has offered and the Landlord has agreed, that in addition to the last month's rent deposit set out in clause 8 of the Standard Form of Lease, the Tenant has paid the Landlord pre-paid rent for the first month of the Tenancy in the amount of \$\_\_\_\_\_ which shall be held by the Landlord on a no-interest basis, and applied by the Landlord as rent commencing the first month of the Tenancy and continue to be applied each and every month until all payments have been exhausted at which time rent will be paid in the regular fashion as it comes due.
- For the convenience of the Tenant(s) and in accordance with clause 5(d) of the Standard Form of Lease, the Tenant(s) have agreed to pay by Direct Deposit to the Landlord's bank account which information shall be provided **OR** offered and the Landlord has agreed to accept a series of ten (10) post-dated cheques, which if honoured at time of presentation, shall satisfy the Tenants' obligation to pay rent for the period commencing
- 3. 03 The Tenant(s) agrees that if the Tenant(s) should vacate prior to the end of the lease term, that they will pay on demand all reasonable legal costs or other related charges or expenses incurred by the Landlord in enforcing its rights under this Tenancy Agreement or otherwise arising from this Tenancy, including costs of cleaning, advertising and preparing the unit for re-rental.
- 4. 00 **USE OF PREMISES**
- 4. 01 The Leased Premises shall be occupied by the Tenant(s) for the purposes of residential occupation only. No business other than that requiring a simple home office shall be operated out of the unit. The Tenant(s) shall not use the rental unit or complex for any illegal activity. The Tenant(s) shall not use the rental unit or complex for rental such as Airbnb, VRBO or other similar sharing services. If the predominant use by the Tenant(s) is other than as a residential tenancy, then the *Residential Tenancies Act* does not apply.
- 6. 00 RESPONSIBILITY FOR SERVICES / UTILITIES / APPLIANCES
- Where the Tenant is responsible for <u>direct payment</u> of utility charges set out in clauses 5 or 6 of the Standard Form of Lease, the Tenant will contract directly with the corresponding utility company and transfer the responsibility for the payment of the utility charges to his or her own name. The Tenant agrees not to remove him or herself from the contract with any utility company so long as the Tenant occupies the Rental Unit.
- 6. 02 If the Tenant(s) does remove themselves from the utility contract, the Tenant(s) will continue to be responsible for the payment of those charges so long as they occupy the Rental Unit, either to the provider company, or to the Landlord if the Landlord elects to assume responsibility for the payments as a result of a default by the Tenant(s). In the case

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of such default, the Tenant(s) is deemed to have substantially interfered with the Landlord's lawful right, interest and privilege under this Agreement, and the Landlord may file an application to the Landlord and Tenant Board in order to terminate the tenancy, and in addition may bring an action in any Court of competent jurisdiction to recover the unpaid amounts.

6. 03 In addition to those items set out in clause 6 of the Standard Form of Lease, The Landlord has provided the following appliances and services and is responsible to maintain same in proper working order:

<u>Appliances</u>	<u>Y/N</u>	<u>Services</u>	<u>Y/N</u>
Refrigerator	()	• Internet	()
• Stove	()	• Cable TV	()
Clothes Washer	()	• Telephone	()
• Clothes Dryer	()		
Dish Washer	()		

- 7. 00 **RULES**
- 7. 01 The Tenant(s) agrees to observe and comply with the Rules as set out in <u>Appendix "C""</u> attached hereto, with such reasonable variations, modifications and additions as shall be from time to time made upon notice to the Tenant(s) by the Landlord.
- 7. 02 The Tenant(s) further acknowledges that failure to observe any of the Rules attached as *Appendix* "C"" to this agreement may be grounds for an application to the Landlord and Tenant Board for termination of the tenancy based on substantial interference with the Landlord's lawful right, interest and privilege.
- 8. 00 LANDLORD'S COVENANTS AND OBLIGATION
- 8. 01 The Landlord shall provide and maintain the Leased Premises in a good state of repair and fit for habitation, and comply with municipal, health, housing, safety and maintenance standards as required by law.

Landlord	Tenant

8. 02 Further to clause 13 of the Standard Form of Lease, the Tenant agrees that there is no promise, representation or undertaking by or binding upon the Landlord, with respect to any alteration, remodeling or decorating of, or installation of equipment or fixtures in the premises except such, if any, as is expressly set forth in this lease.

#### 9. 00 TENANT'S COVENANTS AND OBLIGATION

- 9. 01 The Tenant's furniture and chattels shall be moved in and out of the rented premises only at the times and in the manner prescribed by the Landlord or on-site property management, and any damage to the Rental Unit or Condominium Complex resulting from such moving will be at the expense of the Tenant so moving.
- 9. 02 Smoke detectors must always be operational. It is the Tenant's responsibility to advise the landlord if they have ceased to function and the Tenants shall take no action or neglect taking any action which would make them inoperative. Carbon monoxide detectors, if installed, must always remain plugged into an electrical outlet or supply and any damage caused to the carbon monoxide detector shall be paid for by the Tenant, except in situations where the carbon monoxide detector has malfunctioned.
- 9. 03 The Tenant shall not make any alterations to, remodel or decorate the Leased Premises without the Landlord's prior written approval and shall upon termination of the tenancy, remove any alterations and decorating and restore the Leased Premises to the same condition as it was on the date of commencement of this Tenancy Agreement, reasonable wear and tear excepted.
- 9. 04 The Tenant(s) shall not assign or sublet the premises without the prior written consent of the Landlord, and such assignment or sublet shall be in accordance with the *Act*, and the Landlord shall not unreasonably withhold consent for said sublet or assign. The request from the Tenant(s) shall be in writing and the Tenant(s) shall provide the Landlord with the copy of any sublease agreements. The Landlord may charge an administrative and processing fee in respect of the expenses associated with the granting of such consent provided that the amount is in accordance with the provisions of the *Act*.
- 9. 05 Parking spaces, if provided under the Lease are only for automobile parking and are not for storage of other articles. Parking charges, if any, are for the use of the parking space only. The Landlord is not responsible for any loss or damage to the car or its contents. The Tenant(s) agrees that there shall be no repairs, washing or maintenance of any vehicle carried out in the Condominium Complex. The Tenant(s) shall not allow other persons to park their vehicles in their designated parking space who are not either guests or occupants of the rental unit, and the Tenant(s) shall not assign, sublet or otherwise rent their spots out to other Tenants or non-tenants.
- 9. 06 The Tenant(s) shall refrain from doing anything or allowing their guests or agents to do anything in the Leased Premises or in the Condominium Complex which would result in

the Landlord failing to comply with any municipal or other regulatory bodies including without limitation, the Property Standards, Health or Fire Departments.

9. 07 Further to clause 13 of the Standard Form of Lease, the Tenant agrees to give the Landlord prompt written notice of any damage, accident or defect in the Rental Unit or Condominium complex that the tenant becomes aware of, and of any repairs or maintenance required to be done by the Landlord with respect of the Rental Unit or residential complex that the tenant becomes aware of, as soon as possible after the tenant becomes aware. The Tenant, in giving written notice, shall do so in accordance with the Landlord's maintenance protocols and procedures, as provided by the Landlord from time to time or, in the absence of such direction, by simple written notice to the Landlord named in the Standard Form of Lease. 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 this Standard Form of Lease or Additional Terms.

#### 10.00 **INSURANCE**

The Tenant(s) shall be responsible throughout their Tenancy for obtaining, at their expense, property damage and contents insurance for the contents of their rented Premises, and such insurance shall be for an amount at least equal to the full anticipated insurable loss calculated on a full replacement cost basis without deduction or offset for depreciation and which excludes the exercise of any claim by the insurer, whether by subrogation or otherwise, against the Landlord and against those for whom the Landlord is in law responsible.

The Tenant(s) shall provide proof of such insurance coverage to the Landlord upon request. If the Tenant fails to provide proof of coverage to the Landlord, fails to insure despite being required to do so, cancels coverage or fails to renew their insurance, then the Tenant(s) herein acknowledges that they have self-insured and are solely responsible for any damage that arises to the contents or belongings howsoever caused.

#### 11. 00 ENTRY INTO THE UNIT

- 11. 01 A Landlord may enter the rental unit without written notice to show the rental unit to a prospective tenant if,
  - i. the Landlord and Tenant(s) have agreed that the tenancy will be terminated or one of them has given notice of termination to the other;
  - ii. if the Landlord enters the unit between the hours of 8 a.m. and 8 p.m.; and
  - iii. if before entering, the Landlord informs or makes a reasonable effort to inform the Tenant(s) of their intention to do so.

- In addition to the conditions for entry set out in s.27 of the *Residential Tenancies Act*, and pursuant to s27(1)5 of the Act, the Landlord may enter a rental unit in accordance with written notice given to the Tenant(s) at least 24 hours before the time of entry, said notice specifying the reason for entry, the day of entry and a time of entry between the hours of 8 a.m. and 8 p.m under the following circumstances:
  - i. To allow a potential purchaser to view the rental unit, or to allow a person who holds a certificate of authorization within the meaning of the Professional Engineers Act or a certificate of practice within the meaning of the Architects Act or another qualified person to make a physical inspection of the rental unit to satisfy a requirement imposed under subsection 9 (4) of the Condominium Act, 1998;
  - ii. To allow for a market valuation of the property or an evaluation by a Realtor for the purpose of valuation or listing a property for sale;
  - iii. For periodic maintenance inspections, and for a condition and conformity inspection prior to the termination of the tenancy after the Tenant(s) have given notice of their intention to terminate the tenancy; and
  - iv. To inspect for illegal activity, damage or general unit condition
  - v. To determine whether the Rental Unit has been abandoned

#### 12. 00 TERMINATION OF THE TENANCY

- The Tenant(s) shall provide the Landlord with a minimum of 60 days written notice of his intention to vacate at the end of the lease term, or if there is no lease term, at the end of a rental period, and such notice shall be in accordance with the provisions of the *Act*, and on the forms prescribed by the *Act*.
- Upon vacating the Rental Unit at the end of the Tenancy, the Rental Unit shall be left fit for immediate occupation by the Tenant(s) in a clean, undamaged state, with all furniture, refuse and the Tenant's personal property removed, and in a clean, broom-swept condition.
- 12. 03 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 give the Landlord vacant possession of the Rented Premises on or before such date thereby causing the Landlord to be liable to such third party, the Tenant hereby indemnifies 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 improper over-holding.

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- The Tenant(s) agree upon termination of this tenancy, to deliver possession of the Leased Premises to the Landlord or his authorized agent and further to surrender all keys, cards or fobs related to the Leased Premises, entrance doors to the Landlord's building, electronic garage door openers and any other device to the Rental Unit or the Residential Complex.
- The Tenant(s) agree(s) that if the premises are vacant or abandoned, or if rent at any time remains unpaid and the majority of usual furnishings are absent from the premises, the Tenant shall be deemed to have abandoned the premises and the Landlord shall be entitled to, and may immediately enter the premises without notice to the Tenant, and shall have the right to re-rent the premises and the Tenant shall remain fully liable on this lease until the premises are re-rented. Anything left on the premises may at any time be sold or otherwise disposed of by the Landlord to such person and at such prices as it may see fit, and the net proceeds of any sale, after deducting any costs, shall be applied in reduction of indebtedness of the Tenant to the Landlord. If the Landlord has acted on reasonable grounds and in good faith, neither the Landlord nor its employees or agents shall be liable for damages of any nature resulting to the Tenant or other person or persons for such re-entry, disposition or sale.
- 12. 06 Upon the Landlord recovering possession of the Rental Unit by the Tenant(s) vacating in accordance with a notice or agreement to end the tenancy, then the Landlord shall have no obligation or liability for the Tenant's possessions after the Tenant vacates the Residential Complex, regardless of whether the Tenant returns the key(s) to the Landlord. It is agreed that the Landlord shall not inherit the responsibilities or obligations as a bailee of the Tenant's goods or possessions.

#### 13. 00 **AMENDMENT, WAIVER, SEVERABILITY**

- No amendment, waiver or renewal of any part of this Agreement shall be effective unless it is in writing, signed by the Tenant and the Landlord or the Landlord's authorized agent. You understand that not everyone who works for the Landlord has the authority to speak for the Landlord. Therefore, if the Tenant is required to make an agreement or arrangement with respect to the Unit, the Building or anything else related to this Agreement, it is only binding on the Landlord if it is in writing and signed by the Landlord, or an authorized agent. It is specifically understood that the Landlord's janitors, caretakers, Realtors, superintendents, and rental agents are not authorized agents for the purpose of amending any provision of this Agreement.
- 13. 02 Should any provision of this Agreement be or become invalid, void, illegal or not enforceable, it shall be considered to be separate and severable from the remaining portion of the lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provisions had not been included.

#### 14. 00 **DISPOSITION BY THE LANDLORD**

14. 01 If the Landlord transfers the Premises, the Landlord shall without further agreement be freed ad relieved of any and all liability with respect to its covenants and obligations under this Agreement from the date of transfer forward.

#### 15. 00 DEATH OF A TENANT / DEEMED ABANDONMENT

- Upon the death of a sole Tenant, this Tenancy Agreement or any renewal thereof shall terminate thirty (30) days after the death of the sole Tenant. In the event that there is more than one Tenant and upon the death of one of them, the tenancy shall be deemed to be amended to include the Remaining Tenant(s) as Tenant(s), along with the Estate of the deceased Tenant for a period of thirty (30) days after the death of the Tenant, after which the tenancy of the Estate only shall be terminated and the Tenancy Agreement and any renewal thereof shall be deemed to be amended in the name of the surviving Tenant(s) only.
- 15. 02 If the rental unit is vacant, the Landlord has a reasonable belief that the unit has been abandoned and there are arrears of rent owing, notwithstanding the existence of a last month's rent deposit, it shall be presumed that the Tenant has abandoned the Rental Unit and the Landlord shall be entitled to regain immediate possession of the rental unit.

#### 16. 00 **GENERAL PROVISIONS**

- When in this and other attached Appendices the term "Agreement", "Tenancy Agreement" or "Lease" is used, it means both the Standard Form of Lease as required by the *Residential Tenancies Act*, and all attached Appendices as permitted by clause 15 of the Standard Form of Lease. It is further agreed that when the context so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.
- 16. 02 Everything contained in the Agreement, attached Appendices and Rules and Regulations shall be binding on the respective heirs, executors, administrators and successors of each of the parties to this Agreement. All covenants, terms, conditions and provisions this Agreement shall be deemed to be joint and several. This means that if more than one person is a "Tenant" of the Unit, each person is fully responsible to comply with this Agreement and all its provisions. This is called a "joint and several" tenancy agreement which means that each tenant is equally and jointly responsible and individually responsible for all the obligations under this Agreement.
- This Agreement shall be construed, interpreted and enforced in accordance with the laws of the province of Ontario. If any provision of this Agreement shall, to any extent be found to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and any such invalid or unenforceable provision shall be reformed so as to be valid and enforceable to the full extent permitted by law.

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17. 00 The Tenant(s) herein grant permission to the Landlord or its Agent(s) to photograph the rental unit and complex during periodic inspections, for the purpose of documenting the condition of the rental unit and complex, specifically any damage, or for the purpose of defending or advancing any legal proceeding, after having given the Tenant notice of entry in accordance with the *Residential Tenancies Act*.

### 18. 00 **AGREEMENT EFFECTIVE**

This Agreement shall become effective when signed by all parties hereto. If this agreement is executed, the Tenant(s) shall be required to pay the rent for the first month of the tenancy prior to the commencement date of the tenancy in addition to any rent deposit that may already have been paid.

## **APPENDIX "C"**

# TO THE STANDARD ONTARIO TENANCY AGREEMENT

### Made Pursuant to s. 241.1.3 of the RTA and clause 15 of the Standard Form of Lease

#### **MISCELLANEOUS RULES**

#### **PETS**

The Tenant shall be responsible for any damage done to the Rental Unit or the Condominium Complex by the pet and shall reimburse the Landlord for the cost of any repairs resulting from the damage including but not limited to carpet cleaning. The Tenant agrees to clean up after the pet so that there is no pet hair, urine or feces remaining or visible anywhere in the Condominium Complex. The Tenant shall keep the pet on a leash while the pet is in the common areas of the Condominium Complex. The Tenants acknowledge that there are grounds to terminate the tenancy by way of notice and application at the Landlord and Tenant Board should the pet cause damage, endanger others, cause a severe allergic reaction or interfere with the enjoyment of others in the Condominium Complex.

#### **CARE OF THE UNIT**

The Tenant and Landlord agree that should the Tenant wish to redecorate the premises such as painting, wallpapering or installation of wall to wall carpeting, the Tenant will do so at his or her own expense but must obtain Landlord's prior approval before doing so, and such approval may be unreasonably withheld. The Tenant shall not at any time paint the Rental Unit in any dark colour such as black, brown, dark blue, purple, etc.

The Tenant shall be responsible for all clogged drains and toilets. No garbage, refuse, sanitary napkins, tampons or disposable diapers are to be flushed down the toilet or allowed to enter the drainage system.

The supply and replacement of electric light bulbs, fuses and batteries within the rented premises is the responsibility of the Tenant.

The Tenant agrees to maintain the premises in an ordinary state of cleanliness, and repair any damage caused to the premises by his willful or negligent conduct or that of persons who are permitted onto the premises by him or her. The Tenant agrees to leave the premises in substantially the same condition when vacating, in a clean broom-swept condition and without damage except for normal wear and tear.

#### **RODENTS**

The Tenant(s) shall keep the Leased Premises free from vermin, pests and rodents. In the event that vermin or pest control treatments is required in the Rental Unit, the Tenant shall carry out all protocols for preparation of the Rental Unit for such treatments as directed by the Landlord or its vermin or pest control contractor and the Tenant shall be responsible for the cost of any fees or charges incurred by the Landlord or charges by vermin or pest control contractor as a result of the Tenant's failure to adequately comply with

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such preparation protocols, including any refusal to permit vermin or pest control treatment in the Rental Unit.

#### **SMOKING**

Due to the known health risks of exposure to second-hand smoke, increased risk of fire due to smoking, the sensitivity of non-smokers to second-hand smoke and the increased maintenance and turnover costs related to smoking in the unit:

- a) No tenant, resident, guest, business invitee, or visitor shall smoke cigarettes, cigars, or any similar product whose use generates smoke within the building. This prohibition includes all residential units within the building, all balconies and patios, enclosed common areas, as well as outside within 9 metres of doorways, operable windows and air intakes.
- b) "Smoking" shall include the inhaling, exhaling, burning, or carrying of any tobacco or similar product whose use generates smoke including Marijuana, e-cigarettes and vaping.

#### **CANNABIS**

The Tenants or Occupants of the Rented Premises shall not engage in the cultivation or growing of Cannabis in the Rented Premises. A breach of this Rule shall be sufficient basis for the Landlord to seek termination of the tenancy based on the Tenant's interference with the legal interest of the Landlord. If there are medical conditions where the cultivation and growing of Cannabis is deemed necessary to accommodate the needs of a Tenant or occupant of the Rented Premises and the Tenant provides proof of same, such activity shall not be conducted at the Rented Premises but shall be conducted off-site.

#### **GARBAGE**

The Tenant shall properly contain and dispose of garbage in accordance with the rules set out by municipal or provincial authorities, or by Condominium Rules as may now exist and which may change from time to time, including any waste diversion, reduction or recycling programs. The Tenant agrees to place their garbage in the appropriate place for pickup, at the appropriate times depending on the collection schedule.

#### STORAGE LOCKERS

Where individual storage lockers have been provided, the Landlord assumes no liability, for loss of or damage to articles stored. Gasoline, paint, propane tanks or other flammable materials shall not be stored in the lockers. Where rooms have been provided for the storage of bicycles, it is the responsibility of the Tenant to padlock the bicycle and the Landlord assumes no responsibility for loss of or damage to any bicycles.

Landlord	Tenant

#### **CONDOMINIUMS**

The Declaration, Rules and Bylaws of the Condominium Corporation are attached to this agreement as Appendix "E" (or have been provided via email to the Tenant) and form part of the entire agreement. The Tenant(s) acknowledges that they, other occupants and their guests or invitees will abide by any Declarations, Rules or By-Laws that the Condominium Corporation currently has in force, or may at some point in the future have in force during the term of occupancy of the rental unit. The Tenant(s) further acknowledges that they have read the Declaration, Rules and Bylaws of the Corporation and that failure to comply with same will be deemed to be substantial interference with the Landlord's lawful right, interest and privilege as set out under the Residential Tenancies Act.

The Tenant hereby acknowledges that the rented premises are located within a Condominium building and is therefore subject to the provisions of the Condominium Act and the Tenant covenants and agrees with the Landlord to be bound by the provisions of the Condominium Act thereto as well as the provisions of the declaration by-laws, management agreement, service agreement and other agreements, rules and regulations of the Condominium Corporation (the "Rules") and agrees to indemnify and save harmless the Landlord and the Condominium Corporation from all losses, costs and damages the Landlord or the Condominium Corporation may suffer or any occupants of the Condominium may suffer as a result of the Tenant's failure to comply therewith and further agrees to reimburse the Landlord and/or the Condominium Corporation for any legal costs incurred including those of any solicitor retained on a solicitor and his own client basis, incurred by the Landlord or the Condominium Corporation in seeking to enforce compliance by the Tenant, the members of his household, guests and invitees of the Tenant with such Rules of the Condominium Corporation, Declaration by-laws and Condominium Act.

The Landlord shall not be liable to the Tenant or any member of his household, guests or invitees for any damages, losses or costs incurred in the event that the Landlord is unable to perform any of his obligations hereunder or under the Residential Tenancies Act and if the Landlord is unable to do so because of any act or omission to act by the Condominium Corporation, its manager, or any of their agents or contractors.

The Tenant hereby agrees to allow the Condominium Corporation, the Landlord or any of its authorized representatives to gain entry to the rented premises, upon 24 hours written notice during the hours of 8:00 a.m. till 8:00 p.m. to show the rented premises to prospective purchasers or mortgagees, agents, employees or authorized representatives to gain entry to the rented premises at any time or for the purposes stated in the Rules as if the Tenant were the owner described in the Rules.

The Tenant acknowledges that he/she is solely responsible for profiling his/her self with property management of the building and for booking elevators for moving in and out. The tenant further acknowledges that there are no guarantees that elevators will be available on the start or end date of the lease term. Any deposits or fees for such moves are the responsibility of the Tenant.

The Tenant acknowledges that the common area amenities are provided by the Condominium Corporation and may not be available upon possession and the Landlord is not responsible for any remedies or compensation whatsoever.

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# **APPENDIX "D"**

# TO THE STANDARD ONTARIO TENANCY AGREEMENT Made Pursuant to s. 241.1.3 of the RTA and clause 15 of the Standard Form of Lease

## **ACKNOWLEDGEMENT**

### ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT

The Tenant(s) acknowledge receipt of a duplicate executed copy of the within Tenancy Agreement including all attached Appendices on the date set out below.		
Signed at Toronto this	day of	_ 20
Witness	Tenant	
Witness	Tenant	

Landlord	Tenant

# **APPENDIX "E"**

# TO THE STANDARD ONTARIO TENANCY AGREEMENT Made Pursuant to s. 241.1.3 of the RTA and clause 15 of the Standard Form of Lease

## **CONDOMINIUM DOCUMENTS**

Landlord	Tenant