

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 _____ First _____ (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:

THE TENANT HAS ELECTED TO PAY RENT BY E TRANSFER OR SET UP PRE AUTHORIZED DEBY DIRECTLY FROM THEIR BANK ACCOUNT

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 _____ Date (yyyy/mm/dd) to _____ 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 \$ 20.00 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 AS PER BUILDING | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No <input type="checkbox"/> No Charge <input type="checkbox"/> Pay Per use |
| Other <u>CABLE, INTERNET, TELEPHONE</u> | <input type="checkbox"/> Yes | <input checked="" 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):

THE TENANT AGREES TO SET UP ALL UTILITIES IN THEIR NAME AND AGREES TO PROVIDE CONFORMATION FROM THE UTILITY PROVIDER(S) BEFORE THE CONNENCEMENT DATE OF THE LEASE

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

(EQUAL TO ONE MONTHS RENT)

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 \$ 250.00 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:

IT IS ACKNOWLEDGED THAT ONLY ONE SET F KEYS IS RELEASED PER TENANT.THE TENANT AGREES TO SIGN OFF ON A KEY PICK UP FORM PRIOR TO PICKING UP THE KEYS.

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):

THE TENANT AGREES TO ENSURE THAT NO TENANT, VISITOR, RESIDENT, OR GUEST WILL SMOKE CIGARETTES, MARIJUANA, CIGARS, ELECTRONIC CIGARETTES OR ANY SIMILAR PRODUCT THAT GENERATES SMOKE OR VAPORS WITHIN THE LEASED PREMISES. THE TENANT AGREES THAT THIS SHALL APPLY TO ALL BALCONIES, PATIOS, COMMON AREAS AND OUTSIDE THE PREMISIS WITHIN 9 METERS OF THE DOORWAYS, AIR INTAKE OR WORKING WINDOWS. THE TENANT FURTHER ACKNOWLEDGES THAT THERE WILL BE NO GROWING OF MARIJUANA, CANNABIS OR SIMILAR PLANT IN ANY PART OF THE LEASED PREMISES INCLUDING THE SUITE BALCONY.

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)

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/ltb/

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

This is attached to RESIDENTIAL TENANCY AGREEMENT (Standard Form Lease)

Tenant: _____

Landlord: _____

Property: _____

Date: _____

TENANTS CONTACT INFORMATION:

Name: _____

Email Address: _____

Work #: _____ Cell #: _____

TENANTS CONTACT INFORMATION:

Name: _____

Email Address: _____

Work #: _____ Cell #: _____

It is acknowledged by the Tenant that they will pay the monthly rent by E Transfer or if possible will set up pre authorized debit directly from their account to the owners bank account. They acknowledge that rent **must** be paid on or before **5:00pm** on the first day of each month regardless if the first falls on a weekend or holiday.

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TENANT acknowledges that the LANDLORD'S insurance provides no coverage on TENANT'S personal property. TENANT agrees to obtain and maintain in full force at all times a standard TENANT'S content and liability insurance policy protecting the TENANT against loss, damage or theft of any TENANT'S property and providing at least \$2,000,000 liability coverage. TENANT agrees to provide proof of such insurance coverage to the LANDLORD on or before occupancy. Insurance must be maintained throughout the duration of the lease and any extension thereof. Keys will NOT be provided without proof of insurance.

The TENANT is responsible to clean the lint trap located within the clothes dryer after every drying cycle. The TENANT is also responsible to clean the lint trap located on the ceiling above the dryer once a month. Failure to do so is a liability and a fire hazard.

TENANT is responsible to change the filter in the heating/cooling system as required and is required to allow access into the suite and to move any furniture that may be obstructing the heating/cooling system for the building property management to maintain said system.

In the event of any breakdown of appliances, heating/cooling system, building amenities, elevator or breakdown of general facilities including in the building and suite, the LANDLORD/Representative shall not in any event whatsoever be held liable or responsible for any compensation, reductions, rebates, refunds to the rental rate, damages, personal discomfort or inconvenience arising therefrom. The TENANT agrees that the LANDLORD/Representative does not have control or authority with respect to the building amenities, elevator and general facilities including with the building nor do they have direct control with respect to repair times or parts for the appliances and heating/cooling system within the suite. The LANDLORD/Representative agree to arrange for repair at first reasonable and practical time after being notified of such necessary repairs. The TENANT agrees to fully release the Landlord/Representative from any and all liability caused or arisen from the above.

The Tenant must make arrangements with the Building Concierge or Management Office to arrange to book the elevator for their move in. If this is not adhered to any fines relating to this will be charged back to the Tenant. A move in fee may be set out by the condo corporation which the Tenant will be responsible for paying. The Tenant further acknowledges that there are no guarantees that the elevator will be available at the beginning or end of their lease and they agree to coordinate and plan accordingly.

INITIALS OF TENANT(S):

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INITIALS OF LANDLORD(S):

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ADDITIONAL TERMS

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Landlord: _____

Property: _____

Date: _____

No Smoking or Production of Cannabis: Smoking Cannabis and the production of Cannabis is strictly prohibited in all units, the common elements, and the exclusive use of common elements (i.e. balconies).

TENANT has voluntarily declared that they do not have any pets and agree there shall be no dogs or pets of any kind allowed in the suite for the lease period and extension thereof.

The TENANT warrants to return the premises at the end of the Lease in the same condition as at the date of occupancy, except for normal wear and tear.

The TENANT agrees to patch and paint over any holes created for any wall mount fixtures/TV brackets, pictures, etc on or before the end of the Lease term.

If the TENANT wants any additional light fixtures in the unit they agree to use a certified electrician to install them at their own cost. The TENANT agrees to remove all light fixtures added on or before the end of the Lease term.

Drapes, blinds, carpeting, appliances, lighting fixtures, smoke detectors, voice communication speakers or other similar types of fixtures, if provided by the LANDLORD, shall not be removed by the TENANT or disconnected, from the windows, walls or floors or electric circuits of the rented premises without prior written approval of the LANDLORD.

The TENANT acknowledges that any drain blockage in the sink, shower, toilet or bathtub located in the suite is the responsibility of the TENANT to service. It is highly recommended you use preventative measures to ensure you are not allowing anything down the drains that could result in a blockage.

The TENANT agrees to use the premises as residential premises and for no other purpose.

The Tenant agrees to have the suite professionally cleaned including the carpets (if any) at the end of the term.

The TENANT is responsible for any damages to the property caused by the TENANT, the TENANT'S guest or an occupant of the rental premises not resulting from normal use. This includes damage to the LANDLORD'S unit, as well as any common areas such as a hallway, elevator, stairway, driveway or parking area. This does not matter whether the damage by accident, done on purpose or by simple negligence – the TENANT is responsible.

The LANDLORD acknowledges that the TENANT is not responsible for repair damage caused by normal "wear and tear".

The TENANT acknowledges the unit is being provided in an AS IS condition only, UNLESS any improvements/Repairs are provided for in the Agreement of Lease and explicitly agreed upon by the landlord. NO exceptions will be made. This includes but is not limited to the condition of the walls and flooring.

TENANT agrees to provide a written statement of any deficiencies in the suite to the LANDLORD or his AUTHORIZED REPRESENTATIVE within 7 days after the TENANT takes possession. Such notice should be given on the check in form which becomes part of this agreement. TENANT agrees that failure to file such a statement shall become conclusive proof that there were no defects in the property.

No locks may be changed or added on any door without written permission from the LANDLORD. LANDLORD is to be provided duplicate keys for all locks so installed at TENANT'S expense within 24 hours of installation of said locks.

The Tenant acknowledges that should they activate the fire alarm which triggers the fire department to arrive on scene they will be responsible for the invoice received by the fire department for attending to the alarm.

The Tenant acknowledges that should they receive any noise complaints that are escalated to the building's lawyer they will be responsible for the invoice received by the law firm for addressing the issue.

INITIALS OF TENANT(S):

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INITIALS OF LANDLORD(S):

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ADDITIONAL TERMS

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Landlord: _____
Property: _____
Date: _____

The Tenant acknowledges that the rent will be increased yearly as per the Landlord and Tenant Board. The Tenant further acknowledges that if this property was first occupied after November 15th, 2018 it is exempt from the rent control guidelines as per the Landlord and Tenant Board.

If either the TENANT or LANDLORD wishes to terminate the tenancy at the end of the term created by this agreement or any extension or renewal thereof, then either party will give notice to that effect in writing not less than 60 days prior to the expiration of the agreement in compliance with the Residential Tenancies Act (Ontario). A month to month tenancy may be terminated by either party by given 60 days written notice thereon, to be effective on the last day of a month of the tenancy.

In addition to the reasons for entry specified in the Residential Tenancies Act, the landlord or their agent may enter the property with 24 hours notice for the following purposes; To inspect the premises to ensure compliance with the lease. To inspect, measure and photograph the premises for the purposes of marketing the property to prospective purchasers or tenants. To allow potential purchasers or tenants to view the premises. To allow access to the unit for purposes of Bank Appraisals, Showings, follow up visits from the owner/builder/developer Customer Service Department and for Tarion warranty purposes during the term of the lease. To allow the new buyer to complete inspections/visits on the subject property before their closing date. The TENANTS will be given notice for all requests. The TENANT agrees that he/she will be present for the above visits or will provide access to the Landlord or his authorized agent to the premises.

The TENANT agrees to drop off the Keys at the end of the Lease to 14B Harbour St, Toronto, ON M5J 2Y4 by 5pm at the very latest.

ACCEPTANCE OF THIS OFFER or any counter-offer may be made by either party by telex or similar system reproducing the original with the necessary signatures and initials. Such acceptance shall be deemed to be made when the telex is received by the party or by his/her real estate agent or lawyer.

The TENANT acknowledges that he/she MUST provide the LANDLORD or the LANDLORD's Real Estate Agent the following on or before the commencement date of the lease. The tenant acknowledges that should the below not be provided the keys will not be released.

1. A copy of his/her residential insurance policy with a minimum of \$2,000,000 liability
2. Utility set up confirmation

The TENANT further acknowledges they will pick up the keys on the closing date mentioned herein from 14B Harbour St, Toronto, ONT between the hours of 10am – 5pm. Should the closing date fall on a Holiday or weekend the pick-up Hours will be changed as per the Office Schedule.

The Tenant acknowledge the following:

1. The condo building MIGHT BE new
2. The amenities may not be finished and a set date may not be provided as to when they will be completed
3. The common areas (hallways, elevators, lobby, entrance, etc.) may not be finished and may not have a set date as to when they will be completed
4. If there is a problem in the unit the LANDLORD may not be able to hire an outside contractor to fix the problem. They may have to go through the Builder's Office or the Warranty on the unit will become null and void. The TENANT acknowledges that there may be a delay in fixing the issue, however, has the LANDLORD's guarantee that he/she will follow up with the builder's office to ensure it gets done.

The TENANT will not hold the LANDLORD responsible for the above and agrees that no reduction in rent will be implemented.

UPON ACCEPTANCE OF THIS OFFER BY THE LANDLORD, THIS AGREEMENT SHALL BECOME FIRM AND BINDING AND SHALL CONSTITUTE THE ACTUAL LEASE.

The Tenant acknowledges that they cannot under any circumstance install a Bidet on the toilet(s) without prior consent of the landlord.

INITIALS OF TENANT(S): 

INITIALS OF LANDLORD(S): 

ADDITIONAL TERMS

This is attached to RESIDENTIAL TENANCY AGREEMENT (Standard Form Lease)

Tenant: _____

Landlord: _____

Property: _____

Date: _____

Disclosure RE: SUBLEASING AND SHORT TERM RENTALS

The Tenant acknowledges that each condominium unit was designed and intended for long term residential occupancy by owners and/or their tenants, and was not intended to be used for the purposes of a hotel, suite hotel, boarding or lodging house, or for other short term transient or commercial purposes.

The Tenant acknowledges that corporations have hired companies specializing in tracking down residents and Tenants doing short term rentals. They are closely monitoring units for this activity which can result in costly legal fees incurred by the Tenant ranging from \$2,000 - \$5,000 per incident.

The Tenant acknowledges and agrees that no Subleasing or Short Term Rentals are permitted under any circumstances this includes but is not limited to Air B & B, VRBO Vacation Rentals by Owner, Kijiji Rentals, renting to Family or Friends while you are away, and B&B.

I, _____, the Tenant residing in the above mentioned premises agree and acknowledge that I will not advertise nor allow any occupancy in the suite without the Owner's written consent. I also acknowledge that any violation of this will be forwarded to the condominiums solicitor without further notice and I will incur all legal fees.

SCHEDULE B

REMAX Real Estate Solutions Corp. (The Deposit Holder) advises that the funds will be deposited into its Real Estate Trust Account. This Trust Account is a dual rate investment account paying interest of 1.25% on the lower balance in the account over the month (investment balance portion) and 0.30% on the average balance of the account for the month minus the investment balance (fluctuating balance portion). REMAX Real Estate Solutions Corp. holds the right to change the rates at any time based on the Bank of Nova Scotia offer. The Deposit Holder retains all interest earned on this account. If the parties to this agreement include a provision that interest must be paid to one of the Parties, the Deposit Holder will remove the Deposit and will purchase a variable term GIC, at a rate as specified by the Bank of Nova Scotia at the time of purchase. The cost to arrange and redeem this GIC together with payment of funds and possible issuance of a T-5 for tax purposes is \$100. This amount will be deducted from any interest earned before payment to the Beneficial Owner of the trust money. In addition, the Beneficial Owner agrees to provide a S.I.N Number for tax purposes to the Deposit Holder within 24 hours of Confirmation of this Agreement in order to purchase the GIC.

This offer is conditional upon the above mentioned deposit cheque being delivered to the Listing Brokerages Office by the Co-operating Brokerage/Agent. Unless the Listing Broker receives such deposit by way of certified cheque or bank draft within 24 (twenty-four) hours from the time stated in the "Confirmation of Acceptance" section, this Offer will become null and void, and the Landlord shall have the right to offer the property for lease again without any consent and/or release from this Agreement to Lease and the Landlord shall be at liberty to accept another offer on the property.

The Tenant and Landlord hereby agree and acknowledge that all measurements and information provided in any of the marketing material including but not limited to the MLS Listing have been provided for information purposes only and REMAX Real Estate Solutions Inc does not warrant the accuracy. The Tenant is advised to verify all measurements and information.

The Landlord and Tenant acknowledge and give permission to the Listing Brokerage to advertise before and after the commencement date of the lease.

PRIVACY POLICY

The Tenant consents to the collection, use and disclosure of the Tenant's personal information by the landlord and/or agent of the Landlord, from time to time. The Tenant and Landlord acknowledge that REMAX Real Estate Solutions will store such information and store with companies i.e. Follow up boss (CRM), Rent Moola (payment processor) and Google Drive (storage). Such private policies for any of the above companies or REMAX may be requested by contacting our office directly.

INITIALS OF TENANT(S):



INITIALS OF LANDLORD(S):

