

This Agreement dated the 18th day of June, 2019. In pursuance of the Short Form of Leases Act and the provisions of the Residential Tenancies Act and amendments thereto and the Condominium Act and the amendments thereto.

**APPENDIX B to**  
**Residential Tenancy Agreement (Standard Form of Lease)**  
**350 Wellington Street West, Suite 214, Toronto, Ontario, M5V 3W9**

**Additional Terms and Conditions**

This Appendix B is attached to, and forms a part of, the Residential Tenancy Agreement (“Lease”) as per Section 15. The Tenant acknowledges that prior to signing this Lease the Tenant has read this Lease and its appendices and consents to the terms, covenants, conditions and provisions herein. The Lease, the Tenant’s completed Lease Application (herein contained), and Appendix B hereto constitute the entire understanding between the parties hereto with respect to the subject matter hereof and there are not and shall not be any verbal statements, representations, warranties, condition, undertakings or any other understandings between the parties with respect to the subject matter that is not already contained herein.

- 1. GUARANTOR AS PRINCIPAL DEBTOR:** By signing this Lease, the Guarantor becomes the principal debtor to this Lease and is deemed to be a party to this Lease. The Guarantor further agrees that liability under this guarantee shall continue until such time as the Tenant’s legal and financial obligations under this Lease are fulfilled. The Guarantor shall continue to be liable throughout any renewals or extensions to the term of this Lease.

GUARANTOR DETAILS		EMPLOYMENT INFORMATION:	
Guarantor’s Full Name:		Company:	
Home Street Address:		Address:	
Home City:	Postal Code:	Contact Name:	Work No:
Date of Birth:	Phone No:	Length Of Employment:	
S.I.N:	Own Home (Y/N):	Alternative Address For Service:	
Vehicle Make/Model:	License Plate No:		

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

*I/We, the above signatory, as Guarantor guarantee to the Landlord that the Tenant named herein, shall abide by all agreements set out in the Rental Tenancy Agreement between the Landlord and the named Tenant. I fully understand all of my obligations as the Guarantor. As Guarantor, I agree to assume all responsibility whenever and each time the named Tenant fails to meet their responsibilities and obligations, including, but not limited to, all rent payments, increases, expiry and renewals. I fully understand that the Tenant is required to make all rent payments, and that legal action will/ can be taken against me to complete any lawful demand made by the landlord and unfulfilled by the named Tenant. I also understand and agree that I am responsible for any and all costs arising from the tenancy should action be required in the Ontario Rental Housing Tribunal or Small Claims Court.*

- 2. LEASE APPLICATION:** The Tenant acknowledges receipt of a copy of the Lease Application which is deemed to be incorporated herein and to form part of this Lease. The Tenant warrants the truth of all facts contained therein, and agrees that any fraudulent misstatement or omission in the said Lease Application constitutes a material and fraudulent misrepresentation rendering this Lease voidable at the option of the Landlord.
- 3. AVAILABILITY OF PREMISES:** The Tenant understands and agrees that it shall not receive the keys or possession to the Premises as first identified in Section 2 of the Lease (“Premises”) before the Lease has been fully executed by all parties and the Tenant’s remitted first and last months’ rents have been deposited in to the Landlord’s bank account and cleared, that is, the funds are not encumbered in any way.

If, for any reason whatsoever, the Premises shall not be available to the Tenant upon the commencement of the term, the rent under this Lease shall abate until the Premises are available for occupancy and possession thereof has been given to the Tenant.

- 4. OCCUPANTS AND SPOUSES:** The Tenant agrees to use the Premises only for his/her residence, and to abide by the covenants, provisions, rules and regulations of this Lease and those of the Condominium Corporation, or any by-laws thereof, if applicable. It is understood and agreed that only the following persons shall occupy the rented Premises in addition to the Tenant(s) identified in Section 1 of the Lease:

Landlord Initials		Tenant(s) Initials	
----------------------	--	-----------------------	--

Full Name and Relationship to Tenant

The Tenant and the above named individuals, collectively and individually the "Tenant," are the only persons allowed to occupy the Premises without the prior written notice to the Landlord. The Tenant shall provide written notice to the Landlord if any other person shall occupy the Premises for more than two (2) weeks in any calendar year.

Any person found to be occupying the Premises other than those listed herein shall be considered a trespasser and shall be deemed a breach of the terms of this Lease and if not rectified within 10-days, or such reasonable amount of time as agreed to by the Landlord and Tenant, then such breach shall be deemed an incurable default, effective to terminate this Lease and allow the Landlord to seek eviction of the Tenant.

Where a spouse of the Tenant obtains 'tenant status' under applicable legislation such spouse shall be deemed to have consented to be bound jointly and severally with the Tenant by this Lease, including the obligation to pay all rent arrears that may be due when such tenant status is sought, regardless of whether this Lease operated 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 exercising all of its rights under this Lease.

5. **DEATH OF TENANT:** Upon the death of a Tenant, this Lease or any renewal thereof shall terminate thirty (30) calendar days after the death of the Tenant. In the event that there is more than one Tenant, and upon the death of one of them, this Tenancy shall be deemed to be automatically amended to include the Remaining Tenant(s) as Tenant(s), along with the Estate of the deceased Tenant for a period of thirty (30) calendar days after the death of the respective Tenant, after which period the tenancy of the Estate only shall be terminated and this Lease and any renewal thereof shall be deemed to be amended in the name of the surviving Tenant(s) only.
6. **RENT AND EMERGENCY CONTACT:** The Tenant agrees to pay, as set out in Section 5 of the Lease, the rent each month in advance such that the respective monthly payment shall arrive in the Landlord's bank account on or before the first day of each month.

<b>Monthly Rental Amount:</b>	
<b>Tenant's Email:</b>	
<b>Tenant's Phone No.:</b>	
<b>Emergency Contact Details:</b>	
<b>Name:</b>	
<b>Phone Number:</b>	
<b>Email:</b>	
<b>Relationship:</b>	
<b>Additional Charges:</b>	
<b>NSF Charge:</b>	<b>\$ 20.00 + Any charges levied by the Bank for NSF Cheque</b>
<b>Key Replacement:</b>	<b>Cost of Key</b>

The Tenant agrees to remit the rent that is due using either Electronic Fund Transfer (EFT) or by providing a cheque or such other Service as may be determined by the Landlord from time to time. The Service shall be such that it is similar in process to a person paying a telephone or utility bill. The Tenant shall ensure that the rent is remitted via the Service on, or before the first day of each month of the Lease, as provided for herein.

7. **RENT INCREASES:** The Tenant agrees to pay the new rent stated in a notice of rent increase. Such increase shall be given by the Landlord to the Tenant at least ninety (90) calendar days before the anniversary of the Occupancy Date, which notice shall be pursuant to applicable legislation if any. If no notice is given by the Landlord, the Tenant agrees to pay the rent charged for the immediately preceding rent period. In either case, the Tenant shall pay the rent in advance, on or before the first day of each month.
8. **INCLUDED AMENITIES:** The following amenities are either included or not included in the Tenant's rent or are not permitted to be installed or used in or on the Premises, as respectively indicated:

Parking	No
Heat	Yes
Phone	No
Fridge	Yes
Stove	Yes
Central A/C	Yes
Central Heating	Yes

Locker	No
Hydro	Yes
Internet	No
Dishwasher	Yes
Microwave Oven	Yes
Window Coverings	Yes
Humidifier	No

Water	Yes
Cable	No
Clothes Washer	Yes
Clothes Dryer	Yes
Space Heater	No
Lawn Mower	No

If the Tenant fails to pay the utilities, the Landlord may pay them and collect them from the Tenant as rent.

9. **ELECTRICITY AND ACCOUNT INFORMATION:** In the event the lease requires the tenant to pay hydro, the Tenant agrees that it shall be paid on time and directly to the Hydro service provider all due fees, levies or any other charges that are associated with the supply of electricity to the Premises, which supply is separately metered. The Tenant hereby gives permission to Hydro service provider to disclose any and all information to the Landlord with regard to the status of the Tenant's electricity account for the Premises first identified above and agrees that the Tenant cannot revoke this permission without the Landlord's express written consent, which Tenant consent shall remain valid for the entire duration of the tenancy and for one (1) year after the tenancy ends for whatever reason. The Tenant recognizes and accepts that privacy legislation which protects the previous tenant may prevent the Landlord from providing information about the electricity usage in the rental unit over the previous twelve (12) months.
10. **PREPAID RENT DEPOSIT, 'TOP-OFF' AND INTEREST PAID:** The Tenant shall deposit with the Landlord on or before signing of this Lease a prepaid rent payment in the amount equal to the total rent for the first month under this Lease. This Prepaid Rent Deposit (also known as "Last Month's Rent") shall be applied towards the rent owed in the last month of the term of this Lease or any renewal thereof. The Landlord agrees that the Tenant shall not be required to add the difference between the amount of each rent increase and the amount of the Prepaid Rent Deposit ("top off").
11. **CREDIT CHECK AND TENANCY APPLICATION:** The Tenant hereby authorizes the Landlord to contact any local credit bureau and also any credit reference or other reference provided by the Tenant in the Tenancy Application that the Landlord deems reasonable or necessary. The Tenant warrants and represents that the information provided in the Tenancy Application is true and correct. The information in the Tenancy Application is submitted by the Tenant for the purpose of verifying and answering questions as they relate to the Tenant's credit, rental and work histories. The Landlord is relying on the accuracy of all information provided. In the event of any inaccuracy, the information made available to the Landlord shall be deemed to have been fraudulently provided.
12. **REPORT TO CREDIT AND TENANT AGENCIES:** The Tenant authorizes the Landlord to answer questions from authorized agencies about the Landlord's credit experience with the Tenant. The Tenant understands that a non-payment, late payment, or breach of any of the terms of this Lease may be submitted and reported to a credit and tenant reporting agencies, and such report may create a negative credit record on the Tenant's credit report.
13. **COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:** The Tenant understands that personal information will be collected about the Tenant such as contact information, compliance with the Lease and rules and regulations, payment information and, where appropriate, the Tenant's dependents and visitors (e.g. compliance with rules and regulations). The Tenant understands and consents to the Landlord collecting or updating such personal information if the Tenant is in arrears of rent or fees or wishes to renew a Lease, and that the Landlord may report Tenant information to consumer reporting services or collection agencies. The Tenant acknowledges having been given the chance to ask any questions the Tenant has about the Privacy Policy and they have been answered to the Tenant's satisfaction.

14. **ASSIGNMENT AND SUBLET:** Further to Section 14 of the Lease, the Tenant covenants not to assign or sublet the Premises, or engage in or permit long-term or short-term rentals, including but not limited to Airbnb-type services, of the Premises. Under no circumstances shall the Tenant sublet or assign the Premises to any other person or entity for any reason without the prior written permission of the Landlord. In the event, the lease assignment or sublet is permitted by the Landlord, there will be an administrative fee of \$250.00 plus applicable taxes paid by the tenant to the Landlord.
15. **PAYMENT BY NON-TENANT:** Except in so far as this Lease is assigned or sublet in accordance with the paragraph immediately above, the acceptance of rent by the Landlord from any person other than the Tenant does not create any Lease or other understanding between that other person and the Landlord in respect of the Premises.
16. **CONDITION OF PREMISES:** 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.
17. **BANKRUPTCY:** In the event of the bankruptcy of any of the Tenants of this Lease, all parties agree that the Pre-paid Rent Deposit (aka LMR) shall be applied to the oldest outstanding arrears, and the Landlord shall rank as a preferred creditor of the Tenant pursuant to the Bankruptcy and Insolvency Act in respect of arrears of rent for a period of six (6) months preceding the bankruptcy.
18. **SMOKE AND CARBON MONOXIDE DETECTORS:** The Landlord has equipped the rented Premises with smoke and, where applicable, carbon monoxide detecting device(s). **The Tenant covenants and agrees with the Landlord to maintain such detection device(s) in good working order, repair and operating condition at the Tenant(s) sole cost and expense, including replacing the batteries as required from time to time but at least once annually.** The Tenant further covenants and agrees with the Landlord to indemnify and hold harmless the Landlord with respect thereto and with respect to any claims, actions, suits, proceedings, damages, costs and expenses that the Landlord may be put to in that regard. The Tenant further agrees to immediately advise the Landlord in writing of the non-functioning of such smoke detector device(s) except where it results from the failure and/or non-replacement of the batteries, for which the Tenant is responsible.
19. **CONDENSATION CONTROL:** The Tenant acknowledges and understands that the Premises has no vapour barrier in the walls, and the balcony doors, if equipped, may be constructed with metal frames. Condensation may build up on window panes and especially around the balcony door during cold weather. The Tenant agrees to use its best efforts to adhere to the following condensation practices:
  - a. Always use the bathroom fan whenever the Tenant takes a shower or bath;
  - b. Keep the bathroom door closed before and after taking a shower or bath;
  - c. Open the bathroom window during and immediately after taking a shower or bath to permit moist air to quickly escape;
  - d. Use the kitchen fan whenever cooking and boiling water for any purpose;
  - e. Never air-dry laundry or other items of any kind within the Premises;

The Tenant agrees that they shall be solely responsible for any costs associated with cleaning and remediating any mold that develops within the Tenant's Premises that was caused by the Tenant's failure to follow the above condensation control practices. The Tenant agrees to accept the conclusion of an expert renovation or mold specialist in determining the cause of such mold development.

20. **PHOTOGRAPHS:** in the event that: (a) the Tenant gives notice to the Landlord of their intent to vacate the Premises, or; (b) the Landlord gives notice to the Tenant of its intention to evict the Tenant, or; (c) the Premises becomes vacant or abandoned for any reason whatsoever, whether the Tenant's personal effects have been removed, or; (d) the Landlord gives notice to the Tenant of its intention to sell the Premises, then the Tenant hereby provides their express permission for the Landlord or its duly authorized representative to take photographs of the inside portions of the Premises at any time with a minimum of twenty-four (24) hours advance written notice to the Tenant between 8:00 am and 8:00 pm Monday to Sunday to advertise and market the Premises for any of the purposes stated herein.
21. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Lease (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the standard provision shall supersede the added provision to the extent of such conflict or discrepancy.
22. **AMENDMENT OR WAIVER:** No amendment or waiver of any part of this Lease shall be effective unless the same is in writing and attached to or endorsed on this Lease solely by the Landlord, it being specifically understood between the parties hereto that the Landlord's janitors, superintendents and property managers are not the Landlord's agents within the meaning of this clause.
23. **BINDING LEASE:** Everything contained within this Lease shall extend to and be binding on the respective heirs, executors, administrators, assigns and successors to each party hereto. The provisions shall be read with all grammatical and gender changes necessary.
24. **JOINT AND SEVERAL TENANCY:** In the event that there is more than one Tenant hereunder, all covenants contained herein shall be deemed joint and several and any notice given by or served on one Tenant shall be deemed notices given by or served on all Tenants of the same Premises. To clarify, when two or more persons comprise the Tenant for the purposes of this Lease, the Landlord may collect the rent due to the Landlord pursuant to this Lease from any one, some, or all of them; and their obligations hereunder

Landlord Initials		Tenant(s) Initials	
----------------------	--	-----------------------	--

shall be joint as well as several. Upon termination of this Lease, the Landlord is under no obligation to remove a Tenant from the lease until full and complete vacant possession of the Premises has been returned to the Landlord. One tenant cannot terminate the lease of any other joint tenant of this Lease. Only upon expiration of the terms of this Lease, as set forth herein, if one person of the tenancy wishes to terminate the tenancy then all joint tenants must agree in writing to do so by providing sixty (60) days' advance written notice to the Landlord to terminate their tenancy. If any person of the tenancy wishes to continue their tenancy beyond the sixty (60) days' notice provided, then such Tenant may re-submit a rental application to the Landlord for approval, which approval shall require a new lease. Such approval shall be at the sole discretion of the Landlord and may be declined by the Landlord without explanation.

25. **BY-LAW AND OTHER LEGAL INFRACTIONS:** If a fine or fee is levied against the Property by any government agency as a result of the Tenant's actions, the Tenant agrees to immediately pay to Landlord the full amount of such fine or fee. Such fines may be levied for waste accumulation, noise and nuisance, mould and infestation remediation, and other communal issues and disturbances. The Tenant understands that failure to pay such levied monies is grounds for immediate eviction.
26. **RIGHT OF QUIET ENJOYMENT:** The Tenant covenants that, by their own acts or those of their family, servants, guests, animals or agents, shall not do or permit any act upon the Premises which may in any way be objectionable or injurious to the reputation of the Premises, the Landlord, or other tenants in the Property. A breach of this legislated *Right of Quiet Enjoyment* shall arise from any acts of, or neglect by, the Tenant which result in the interference, interruption or disturbance of the Landlord's or another tenant's reasonable peace, comfort, or privacy of their respective premises or the common areas of the Property being interfered with, whether due to liquids, gases, vapors, solids, odors, vibration, noise, abusive language, threats of any kind, unusual or dangerous hobbies, and fires created, caused or implied by the Tenant. This clause shall be deemed to include all parties, disorderly or otherwise. The Tenant agrees and accepts that any such breach of this *Right of Quiet Enjoyment* is a default under this Lease which is not curable and shall be effective to terminate this Lease Agreement and allow the Landlord to seek eviction of the Tenant.
27. **PETS:** The Tenant warrants and represents that the Tenant does not own a pet of any kind and if the Tenant subsequently obtains a pet and brings it into the Premises then the Tenant shall immediately notify the Landlord. The tenant shall clean up immediately after the pet and confirms the Landlord's entitlement to hold the Tenant liable for any and all damages of each occurrence and every kind caused by such pet. Tenant confirms to abide to any current or future rules of the condominium corporation in regards to pets in or on the Property.
28. **ENERGY CONSERVATION:** The Tenant shall exercise care and diligence as a prudent owner would to not waste water, electricity (hydro) or heat, for example, by allowing water to remain running while not being used, leaving lights on or other electrical appliances when not needed, leaving exterior doors or windows open while the heat is on, or using the provided appliances for any other purpose than the purpose of its design; by example, the stove shall not be used to heat the Premises. The Tenant shall immediately report to the Landlord the malfunctioning of any equipment, such as water taps, toilets and other equipment or appliances that are causing such waste.
29. **CARE OF THE UNIT:** The Tenant shall clean and maintain floors, fixtures and appliances and clean and maintain all washable surfaces in the Premises sufficiently often to prevent above-normal wear and tear or deterioration and to leave the Premises in a condition of cleanliness and repair suitable for immediate re-rental including, but not limited to, the cleaning of all appliances. Any damage to the refrigerator or stove arising from the Tenant's neglect or innocent ignorance shall be paid by the Tenant. The Tenant agrees to be liable for the costs of repair of damage to the Premises or Property caused by the willful or negligent conduct of the Tenant, other occupants of the Premises or persons who are permitted by the Tenant on the Property or in the Premises.
30. **NO ALTERATIONS AND DECORATING:** No alterations are to be made to the Premises without written approval of the Landlord, other than approved picture hooks and window coverings. No spikes, hooks, screws, stick-on hangers or nails shall be put into the walls, ceilings or woodwork of the Premises. No wallpaper or other adhesive wall covering may be applied by the Tenant. No paint of a colour other than that approved by the Landlord may be applied by a Tenant.
31. **NEGLECT:** Any injury or damage caused to the building or to its appointments, furnishings, heating or other appliances or to any other Tenant, or to the Premises occupied by the Tenant, by reason of windows being left open so as to admit creatures of any kind, or rain, snow, dust or other adversely-impacting elements into the Premises or to cause freezing conditions or by interference or neglect of heating equipment, or by water left running in the Premises, or by reason of any other misconduct or neglect upon the part of the Tenant, their guest or any invitee shall be made good by the Tenant in whose Premises the aforementioned interference, neglect or other misconduct was caused.
32. **PEST CONTROL:** Where the Tenant or his guests have brought or allowed pests of any kind, including but not limited to, rodents and insects of every kind, into the Premises or building, the Tenant shall be liable to pay for any and all treatments for such removal or eradication for the entire Property so affected.
33. **CLOGGED DRAINS AND TOILETS:** The Tenant is responsible for all clogged drains and toilets and is responsible for damages arising in the Premises or in any other Premises within the Property so affected.
34. **INSPECTIONS:** At the beginning and expiration of this Lease, and from time to time as the Landlord deems necessary in its sole

Landlord Initials		Tenant(s) Initials	
----------------------	--	-----------------------	--

discretion and with twenty-four (24) hours advance notice, the Tenant and Landlord shall undertake an inspection of the Unit which written report requires both parties to sign and date. The Tenant agrees that photographs may be taken of the Premises and retained by the Landlord as evidence of the state of the Premises as of the date of each prescribed inspection report. If the Tenant provides an email address to the Landlord as provided for elsewhere herein, the Landlord will provide a digital copy of such photographs to the Tenant upon the Tenant's written request. During the term of this Lease and upon its expiration pending an exit inspection, the Tenant agrees and authorizes the Landlord to charge the Tenant for any of the following:

- (a) Damage to walls caused by smoking, excessive use of plugs, large nails or any other unreasonable damage resulted to the walls by any means and to make correct;
- (b) Unplugging toilets, sinks and drains;
- (c) Repairs and replacement required where windows have been left open and which have caused plumbing to freeze, or rain or water damage to floors or walls;
- (d) Replacement or repair of damaged or missing doors, windows, screens, mirrors or light and plumb fixtures;
- (e) Repairing of cuts, burns, or water damage to linoleum, rugs, tiles and other areas;
- (f) Any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
- (g) Utility costs incurred because of malfunctioning equipment such as water taps, running toilet, and windows left open with heat turned on.
- (h) Any other purpose allowed under the Residential Tenancies Act.

35. **VISTORS & GUESTS:** The Tenant shall notify the Landlord of any visitor or guest staying within the Tenant's Premises for more than one (1) week, and the Tenant shall ensure that their visitors and guests comply with all the terms and conditions of this Lease.

36. **PARKING:** The Tenant covenants and agrees that:

- (a) The Tenant shall abide by all regulations made by the Landlord for the parking area containing the parking space.
- (b) The Landlord shall in no way be liable for any damage suffered by the Tenant or by any person using the parking by reason of the Landlord's failure to maintain the parking area and keeping the same free from snow and ice or any other matter.
- (c) The Tenant shall indemnify the Landlord for any damage suffered by the Landlord by reason of the use of the parking space or area by the Tenant or any other person.
- (d) Visitors of Tenants may only use parking spaces specifically designated as visitor parking, if any. **Tenants and their guests must not use any parking space not assigned specifically to them.** Designated visitor parking, if any, is for infrequent and intermittent visitor use only.
- (e) Any vehicle found illegally parked may be tagged or removed from the Property at the expense of the vehicle's owner.
- (f) The Tenant shall be liable for any repair and/or cleanup required of the Premises or parking area caused by spillage or leakage of any chemical substance such as gasoline, antifreeze and motor oil from a Tenant's vehicle.
- (g) No vehicle that is unlicensed, noisy, dangerous, improperly insured, wrecked, unsightly, dismantled or in an inoperative condition, in the objective opinion of the Landlord, shall be kept on the Property.
- (h) The Tenant shall **not use the parking space to carry out any repairs of any nature** to their, or any other, vehicle or equipment, or to leave on the parking space any vehicle not moveable, unlicensed or otherwise abandoned.
- (i) The Tenant **shall not wash their vehicle or other equipment on the Premises.**
- (j) The Tenant shall not park or temporarily stand any vehicle, whether theirs or another's, in any area designated as 'No Parking' or fire route.
- (k) The Landlord shall have the right from time to time to make regulations and to revoke and alter the same as to the use of parking space and the access routes thereto.
- (l) In order to ensure the orderly and safe operation of the parking area, the Landlord or his agents shall be entitled to enforce its regulations and to exclude from the parking area any person who, on reasonable notice, fails to comply with such regulations.
- (m) In the event that the Tenant is going to be away for a period longer than forty-eight (48) hours, the Tenant agrees to provide to the Landlord the keys to the vehicle, or to provide the Landlord with the name of a person having access to the keys to the vehicle, so that the vehicle may be moved if such a move is required. If the Tenant fails to comply with this clause, and the vehicle has to be moved, then the Landlord may have the vehicle moved and the cost and risk of moving such vehicle shall be borne solely by the Tenant.

37. **PLUG-INS AND ELECTRICAL CABLE EXTENSIONS:** In-car heaters or battery warmers are not permitted. The Tenant shall not run an electrical cable or extension cord from the rented Premises or the common areas of the Premises to any vehicle or for any other purpose.

38. **NO SMOKING:** Further to Section 10 of the Lease, Smoking, which includes but is not limited to tobacco and marijuana, any electronic versions thereof, and anything smoked for medicinal, recreational or remedial purposes, is expressly forbidden anywhere in or on the Property, including common areas and in the Tenant's rented unit. A continuing breach of this covenant shall be deemed an incurable default for causing undue damage to the Premises, effective to terminate this Lease and allow the Landlord to seek eviction of

Landlord Initials		Tenant(s) Initials	
----------------------	--	-----------------------	--

the Tenant.

- 39. **GROWING PLANTS:** Any plants or any type or quantity requiring a room temperature above 22 degrees Celsius or which requires any form of moisture, excluding room-temperature liquid water directly applied to the plant's soil, which types of plants specifically include marijuana and cannabis, are not permitted to be grown or cultivated anywhere in or on the Premises, including common areas and the Tenant's rented unit.
- 40. **FLOORING AND COVERINGS:** No furnishings shall be moved over the floors of the Premises, halls, landings or stairs so as to cause marks. Floors shall be protected from heavy furnishings. Installation of wall-to-wall carpeting shall be done in such a manner so as to not damage the flooring. If glue, stain or any other marks caused by carpeting occurs, the Tenant shall be responsible for returning the flooring to its original condition before vacating the Premises. During the Tenant's tenancy, the Tenant shall provide and utilize carpets in frequent walking areas in the Premises.
- 41. **ELECTRIC LIGHT BULBS:** The Landlord shall furnish electric light bulbs in the fixtures and fuses in any panel box at the time the Tenant takes possession of the 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.
- 42. **APPLIANCES:** the Tenant shall use only those appliances supplied by the Landlord. Written permission must be obtained from the Landlord for the use of any other appliances including, but not limited to, any dishwasher, air conditioner, space heater, laundry equipment, refuse compactor or any other unit that requires use of plumbing, drainage, electrical power or installation. For clarity, this restriction does not apply to a tenant's ownership of a television, stereo/audio equipment, radio, personal computers and electronic gaming machines.
- 43. **NO WATERBEDS:** Waterbeds are not permitted on or in the Premises.
- 44. **NO ANTENNAE / SATELLITE DISHES:** Antennae and satellite dishes shall not be installed anywhere inside, outside or on the Property or the Tenant's Premises.
- 45. **LOCKOUTS:** In the event a Tenant unintentionally locks themselves out of the Premises, the Tenant shall not rely on the Landlord to gain access thereto, and Tenant shall be responsible for the cost of any locksmith service required at the Premises.
- 46. **NO LOITERING:** Tenants, their children and guests are not permitted to loiter or play in the lobbies, halls, stairways, parking areas, or anywhere in or around the building where they may endanger themselves or unnecessarily disturb Tenants.
- 47. **USE OF OPENINGS:** No object or liquids shall be thrown from out of the windows, balconies if any or other openings of the building nor shall any object be hung from the outside of any window or balcony nor shall any rugs, mats, clothing, dusters, mops or other objects be shaken out of the windows. Windows shall be covered only with the drapes or curtains approved by the Landlord. Drapes and drapery tracks where provided by the Landlord must not be removed.
- 48. **VITAL SERVICES:** The Tenant expressly agrees to obtain and maintain all vital services except those provided by the Landlord as identified in Section 6 of the Lease. The Tenant further covenants and agrees that they shall maintain a level of heat in the Premises at all times in such a manner as to protect the Premises from damage.
- 49. **BASEBOARD HEATERS** if any must be kept free and clear of all obstacles, and no combustibles shall be stored near any source of heat.
- 50. **BALCONIES** shall not be used for hanging clothes or as storage areas. A BBQ is permitted on the balcony off the kitchen. Flower containers must be hung only on the inside of the balcony. Carpeting is not allowed on the balcony. Satellite dishes are not permitted to be installed on the balconies. Alterations or additions to the balcony or railings are not permitted.
- 51. **ENTRANCES AND HALLWAYS:** The Tenant shall not obstruct or permit to be obstructed the halls or passages or other common parts and areas of the building. Rubbers, overshoes, baby carriages, toys, sleds, bicycles and similar effects shall not be left in the public corridors or outside vestibules or entrances to the Premises.
- 52. **HOUSEHOLD GARBAGE AND RECYCLING:** All garbage, shall be wrapped and tied, and placed in the designated area for garbage. Garbage shall never be left in the common areas. The Tenant shall comply with the Municipal Recycling Program for all recyclable material and garbage disposal.
- 53. **LAUNDRY:** The Tenant shall check the laundry dryer filter each time they use the machine and clean such filter, disposing the refuse in an appropriate garbage container.
- 54. **NO HAZARDOUS 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 Premises or keep or have on the Premises any article or thing of a dangerous, flammable, or explosive nature that might increase the danger of the Tenant's residence or that of the other Tenants.
- 55. **MOVING FURNISHINGS:** Moving of furnishings to and from the Premises may be scheduled only within the hours and days designated as days permitted at the discretion of the Landlord and the Condominium Corporation. All crates, barrels, packing boxes and the like

Landlord Initials		Tenant(s) Initials	
----------------------	--	-----------------------	--

must be disposed of by the Tenant at the Tenant's sole cost.

56. **RIGHT OF ENTRY:** The Landlord, its agents and employees, may enter the Tenant's rented Premises as follows:
- (a) In case of emergency, at any time;
  - (b) After notice of termination has been given by the Landlord or by the Tenant, at any time between 8:00 a.m. and 8:00 p.m. with twenty-four hours' notice in writing for the purpose of showing the rented Premises to prospective tenants;
  - (c) At any time between 8:00 a.m. and 8:00 p.m. with twenty-four hours' notice in writing, specifying the time of entry to:
    - i. Carry out a repair or to do work in the rented Premises;
    - ii. Allow a potential purchaser, mortgagee, insurer, or appraiser to view the rented Premises;
    - iii. View or inspect the state of repair of the rented Premises or of any system of the building;
    - iv. Ascertain if the rented Premises have been abandoned;
    - v. In preparation for a hearing before a court or tribunal.
  - (d) At any time with the consent of the Tenant at the time of entry.

The Tenant further agrees that the Landlord's exercise of right to entry under this clause shall not constitute a breach of the covenant with the Tenant's Right of Quiet Enjoyment of the Premises.

57. **REPAIRS AND RENOVATIONS:** The Landlord may perform such repairs or renovations as it deems necessary or advisable, at its sole discretion.
58. **NO GARAGE SALES, ETC.:** The Tenant shall not conduct or permit a sale, auction or other such similar activity to be held on the Property or in the Premises without the prior written consent of the Landlord.
59. **NO BUSINESSES:** The Tenant agrees to use the Premises solely as a residential dwelling and for no other purpose whatsoever. The Tenant specifically agrees that they and their guests shall not use the Premises or any part of the Property for the purpose of carrying on any business, profession, or trade of any kind, including but not limited to activities such as the operation of babysitting or child care service. Illegal operations of any and every kind are not permitted anywhere on the Property or in or on the Premises.
60. **NO SIGNS & SIGNAGE:** The Tenant shall not exhibit, display, inscribe or otherwise post electronic, print or any other version of signs, placards, advertisements, notices or the like in the windows or in or on any other part of the Property without the prior written consent of the Landlord.
61. **TENANT PHONE NUMBER:** The Tenant shall communicate to the Landlord their mobile telephone number as well as the best phone number the Tenant can be reached upon the Tenant's signing of this Lease. The Tenant agrees to notify the Landlord in writing of any new or replacement phone number(s) if such should change during this tenancy.
62. **EMAIL:** The Tenant agrees that providing their email address to the Landlord connotes opted-in permission for the Landlord to use it for communications purposes related to the business of the Premises.
63. **SEPARATE SCHOOL PROPERTY TAXES:** The Landlord shall pay all real property taxes with respect to the Premises as assessed against the Landlord, provided that should the Tenant be assessed as a **Separate School supporter**, the Tenant shall pay any increased taxes resulting therefrom.
64. **TERMINATION AND END OF TENANCY:**
- (a) The Landlord and Tenant shall comply with the termination provisions of the applicable legislation;
  - (b) If a Notice of Termination has been served on the Tenant by the Landlord for non-payment of rent or for damages, then the Tenant must immediately pay the amount shown on the notice by money order, certified cheque or such other mutually-agreed-to method;
  - (c) Should the Tenant need to vacate at the expiry of the term, the Tenant must provide the Landlord with a minimum of sixty (60) calendar days' advance notice in writing or any shorter period in accordance with the provisions of the Act, or any regulations thereto.
  - (d) The Tenant shall surrender to the Landlord or its agent all keys and any access or entrance device(s) to the Premises or Property.
65. **TENANCY ABANDONMENT AND NON-PAYMENT OF RENT:** The Tenant agrees that the Tenant shall be deemed to have abandoned the Premises if the Premises are vacant or abandoned on any rental due date and no payment of rent for that date has been received by the Landlord, or if rent at any time remains unpaid and the majority of the usual apartment furnishings are absent from the Premises. In such circumstance, the Landlord shall be entitled to immediately enter the Premises without notice to the Tenant using any means necessary for entry. The Landlord shall have the right to rent the Premises as the authorized agent of the Tenant and to receive the rent there from. The Tenant shall remain fully liable on this Lease until all rent arrears, damages and any other monies owed by the Tenant to the Landlord have been fully paid. Anything left in or on the Premises may at any time be sold or otherwise disposed of by the Landlord to such person and at such prices as the Landlord may see fit. Provided that the Landlord has acted on reasonable grounds and in good faith, neither it or its employees or agents shall in any way be liable for damages of any type resulting to the Tenant or other person or persons for such re-entry, disposition or sale.
66. **LANDLORD NOT LIABLE:** The Landlord shall not be liable or responsible for any form of damage or loss experienced by the Tenant,

Landlord Initials		Tenant(s) Initials	
----------------------	--	-----------------------	--



its invitees, or anyone for whom the Tenant is responsible at law, caused by or experienced by the negligence of the Tenant as it relates to the Premises or the failure of the Tenant to maintain or repair the Premises as a prudent Tenant would including by not limited to:

- (a) Personal injury or death that may be suffered or sustained by the Tenant or any member of the Tenant's family, invitees or licensees or any other person who, or creature that, may be in the Premises of the Landlord;
  - (b) Any loss of damage or injury to any property or equipment whatsoever belonging to the Tenant or any member of the Tenant's family or to any other person while such property or equipment is in the Premises or on the Premises of the Landlord;
  - (c) Any damages caused by steam, water, rain or snow which may leak into, issue or flow from any part of the 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 other place or quarter;
  - (d) Any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
  - (e) Any damage caused by anything done or omitted to be done by any Tenants of the Landlord.
67. **RENTER'S CONTENT INSURANCE:** Further to Section 11 of the Lease Agreement and in respect of the 'LANDLORD NOT LIABLE' clause immediately above, the Tenant understands that the Landlord is not responsible for damage or destruction, however caused, to the Tenant's personal property or contents of any and every kind, whether owned, rented, leased or borrowed by the Tenant, located anywhere in or on the Property. The Tenant understands that they should obtain Renter's Content Insurance to cover the repair or replacement of any such personal effects.
68. **CONDOMINIUM RULES AND REGULATIONS:** Tenant covenants and agrees to abide by and observe all the terms of the Condominium declaration and By-Laws and the reasonable requirements of the Condominium Corporations and further agrees to execute any reasonable acknowledgement required of him or her by the Condominium Corporation. This requirement shall also apply to the tenant's guests and invitees. The Tenant also acknowledges the receipt of the Condominium Declaration, By-Laws, Rules and Regulations by virtue of the Landlord making the aforementioned documents accessible in soft copy or hard copy as the case may be. (Soft copy or the access to review and read the same).
69. **REPAIRS AND MAINTENANCE:** In the event of any emergency requiring repairs or other immediate attention by Tenant, the Tenant hereby agrees to forthwith notify the Landlord or his duly authorized agent of such need for repairs or immediate action. Should the Landlord be in breach of any covenant herein provided, the Tenant shall be required to give written notice of such breach within 30 days of such breach coming to his attention and providing to the Landlord a reasonable period to remedy such breach. Provided further if such breach be remedied there shall be no further liability for the breach and provided further that if no such notice is given, the Tenant shall not have any remedy for the said alleged breach.
70. **ACCESS KEYS/CARDS/FOBS:** Tenant agrees to return the key/fobs/cards to the Landlord at the end of the tenancy or be responsible for the cost of replacement.
71. **AMENDMENT; WAIVER; SEVERABILITY:** No amendment, modification, waiver or discharge of any provision of this Agreement will be valid unless made in writing and signed by an authorized representative of the party against whom enforcement is sought. No failure or delay by either party to exercise any right or enforce any obligation shall impair or be construed as a waiver or on-going waiver of that or any or other right or power, unless made in writing and signed by both parties. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will be unimpaired and remain in full force and effect.

*IN WITNESS WHEREOF the parties hereto have executed this Lease as of the day and year first written in Section 4 of the Lease.*

SIGNED, SEALED AND DELIVERED

In the presence of:

\_\_\_\_\_  
Witness (Signature, Print Name)

\_\_\_\_\_  
**Prudential Property Management Ltd.** (or Agent for the Landlord) (Signature, Print Name)

\_\_\_\_\_  
Witness (Signature, Print Name)

\_\_\_\_\_  
(Signature, Print Name)

\_\_\_\_\_  
Witness (Signature, Print Name)

\_\_\_\_\_  
(Signature, Print Name)

Landlord Initials		Tenant(s) Initials	
----------------------	--	-----------------------	--

I/We hereby acknowledge receipt of a duplicate original of the Lease Appendix B:

\_\_\_\_\_  
Witness (Signature, Print Name)

\_\_\_\_\_  
(Signature, Print Name)

\_\_\_\_\_  
Witness (Signature, Print Name)

\_\_\_\_\_  
(Signature, Print Name)

Landlord Initials		Tenant(s) Initials	
----------------------	--	-----------------------	--