

Note

This tenancy agreement (or lease) is required for tenancies entered into on **April 30, 2018 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)**

Landlord's Legal Name

Note:

See Part B in General Information

and Tenant(s)

Last Name	First Name
Last Name	First Name
Last Name	First Name
Last Name	First Name
Last Name	First Name
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 Practice.

☐ Yes ☐ No

If yes, provide email addresses:

The landlord is providing phone and/or email contact information for emergencies or day-to-day communications:

☐ Yes ☐ No

If yes, provide information:

Note:

See Part B and E in General Information

4. Term of Tenancy Agreement

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

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

☐ a fixed length of time ending on: _____
Date (yyyy/mm/dd)

☐ a monthly tenancy

☐ other (such as daily, weekly, please specify): _____

Note:

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

5. Rent

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

☐ Month

☐ Other (e.g., weekly) _____

b) The tenant will pay the following rent:

Base rent for the rental unit

Parking (if applicable)

Other services and utilities (specify if applicable):

Total Rent (Lawful Rent)

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

c) Rent is payable to:

d) Rent will be paid using the following methods:

Note:

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

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

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

Note:

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

6. Services and Utilities

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

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

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):

Note:
If the tenant will be responsible for paying for electricity measured by a meter or suite meter, the landlord must give the prospective tenant available information about the electricity usage in the rental unit over the last twelve months using the appropriate Landlord and Tenant Board form.

7. Rent Discounts

- Select one:
- ☐ There is no rent discount.
- or
- ☐ The lawful rent will be discounted as follows:
- Provide description of rent discount (if necessary add additional pages):

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

8. Rent Deposit

- Select one:
- ☐ A rent deposit is not required.
- or
- ☐ The tenant will pay a rent deposit of \$ _____ . This can only be applied to the rent for the last rental period

of the tenancy.

Note:

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

9. Key Deposit

Select one:

☐ A key deposit is not required.

or

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

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

Note:

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

10. Smoking

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

Select one:

☐ None

or

☐ Smoking rules

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

Note:

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

11. Tenant's Insurance

Select one:

☐ There are no tenant insurance requirements.

or

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

12. Changes to the Rental Unit

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

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

13. Maintenance and Repairs

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

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

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

Note:

See Part J in General Information.

14. Assignment and Subletting

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

Note:

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

15. Additional Terms

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

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

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

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

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

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

See General Information for more details.

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

Select one:

- ☐ There are no additional terms.

or

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

16. Changes to this Agreement

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

Note:

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

17. Signatures

By signing this agreement, the landlord(s) and the tenant(s) agree to follow its terms.

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

Landlord(s):

Name	Signature	Date (yyyy/mm/dd)

Tenant(s):

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

Note:

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

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

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

Landlord and Tenant Board:

Toll free: 1-888-332-3234

Toronto area: 416-645-8080

TTY: Bell Relay Service at 1-800-268-9242

Website: www.sjto.ca/lrb

A. When to Use This Form

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

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

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

B. Change of Landlord

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

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

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

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

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

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

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

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

When the tenant can end the tenancy

The tenant may 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 cannot evict the tenant unless the landlord follows the proper rules. 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.

The landlord can only give the tenant notice to end the tenancy in certain situations. These situations are set out in the Act. A few 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.

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

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 \$25,000 (for an individual) or \$100,000 (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 this form when signing the agreement. 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 a brochure 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)

Most Ontario tenants are protected by rent controls that limit how much rent can increase year-over-year. The rent payable by tenants may also decrease in limited situations.

Guideline Rent Increases

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. 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.

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" include 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.

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.

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

Made pursuant to s. 241.1, 3.(i) of the RTA and clause 15 of the Standard Form of Lease

These additional terms are © London Property Management Association, 2018

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18. Occupants

It is understood and agreed that the following persons, in addition to the Tenant(s) identified in clause 1 of the Residential Tenancy Agreement (Standard Form Of Lease) (hereafter, the "Standard Lease") shall occupy the Rental Unit:

Occupant Name(s):

--

The Tenant(s) agree(s) that (s)he will inform the Landlord identified in clause 1 of the Standard Lease (the "Landlord") if any of the occupants listed above cease to be occupants of the rental unit identified in clause 2 of the Standard Lease (the "Rental Unit") at any time during the term of the Tenant's tenancy, or any renewal thereof. The Tenant also agrees that (s)he will inform the Landlord of the full legal name and date of birth of any additional occupant who is not listed above, but who becomes an occupant of the Rental Unit at any time during the term of the Tenant's tenancy, or any renewal thereof.

19. Possession Delayed

If the Landlord is unable to give the Tenant possession of the Rental Unit on the date the tenancy starts, as specified in clause 4 of the Standard Lease, for any reason, including but not limited to, turnover or construction delays, or an overholding tenant, the Landlord shall not be liable to the Tenant or any occupant of the Rental Unit, but the Landlord shall give possession of the Rental Unit to the Tenant as soon as the Landlord is able to. If the Landlord is unable to give the Tenant possession of the Rental Unit on the date the tenancy starts, then the rent will abate until possession of the Rental Unit is offered by the Landlord to the Tenant.

Failure by the Landlord to give possession of the Rental Unit to the Tenant on the date the tenancy starts shall not affect the validity of the Standard Lease or these Additional Terms to the Standard Lease (the "Additional Terms"), the obligations of the Tenant, or be construed in any way to extend the term set out in clause 4 of the Standard Lease.

20. Payment of Rent

Rent payments may be made as directed by the Landlord by personal cheque, certified cheque, money order, pre-authorized debit, or any other lawful method that the Landlord may permit from time to time. Acceptance of any other form of payment from time to time shall not constitute a waiver of this term.

Any rent that is paid by anyone other than the Tenant identified in clause 1 of the Standard Lease shall be deemed to have been paid on behalf of the Tenant.

21. Occupant Spouse Bound

The Tenant agrees to notify the Landlord in writing if a spouse of the Tenant occupies the Rental Unit at any time during the term of the Tenant's tenancy or any renewal thereof. If the Rental Unit is occupied as a principal residence by a spouse of the Tenant as defined in the RTA, and where said spouse obtains the status of "tenant" of the Rental Unit pursuant to the RTA, this Agreement is deemed to be amended to

include such spouse as a tenant in clause 1 of the Standard Lease. Such spouse shall be deemed to have consented to be bound by this Agreement jointly and severally with the Tenant in all respects, including the obligation to pay rent and any arrears of rent. Any spouse obtaining the status of "tenant" shall provide the Landlord with such personal information as the Landlord determines necessary to enforce this Agreement and a failure to do so shall be deemed a serious breach of this Agreement.

22. Covenants

The Tenant agrees to abide by the covenants, agreements, and all provisions of the Standard Lease and the Additional Terms, and agrees to give notice thereof to any person who resides in the Rental Unit. The Tenant shall give such notice to the occupants identified in clause 18 of these Additional Terms on or before the date that the Tenant's tenancy starts and is hereby deemed to give notice of said covenants, agreements, and provisions to any person who is not identified in clause 18 above on or before the date that the person begins residing in the Rental Unit.

23. Bankruptcy

In the event of the bankruptcy of the Tenant, the Landlord shall rank as a preferred creditor pursuant to the *Bankruptcy and Insolvency Act* in respect of arrears of rent for a period of three months next preceding bankruptcy. The Tenant and the Landlord agree that if the Tenant becomes bankrupt, the balance of the term set out in clause 4 Standard Lease shall be terminated and the Tenant shall become a month-to-month tenant, subject to all of the terms and conditions of the Standard Lease and these Additional Terms, and subject to the rights of the Trustee. On the day immediately following the day that the Tenant becomes bankrupt, the Tenant's obligation to pay rent shall immediately commence for the balance of the month in which the Tenant became bankrupt, and thereafter the rent shall be paid in advance on the first day of each and every month, as provided for in clause 5 of the Standard Lease.

24. Use

The Tenant agrees to use the Rental Unit as a residential dwelling and for no other purpose.

Without limiting the generality of the foregoing, the Tenant shall not conduct or permit any act or activity within the Rental Unit or the residential complex for which consideration would normally be paid, including the operation of babysitting or child care services, or the operation of any other business or commercial use, nor shall the Tenant use, list, or advertise the Rental Unit in any place or on any website or online service for short-term rental accommodation for which consideration is to be paid, or as part of any commercial arrangement whatsoever. In addition, the Tenant shall not seek compensation from the Landlord in respect of any interference or interruption to any economic activity engaged in by the Tenant or an occupant of the Rental Unit at the Rental Unit or residential complex.

Without limiting the generality of the foregoing, the Tenant shall not conduct or permit a sale (including a "yard sale") or auction to be held in the Rental Unit or residential complex without written consent of the Landlord.

25. Condition of Rental Unit

Further to clauses 12 and 13 of the Standard Lease, the Tenant acknowledges that the Rental Unit and all appliances and appurtenances in the Rental Unit are in clean condition; free from visible defects, and fit for habitation and use, and that the Tenant has confirmed this condition by inspecting the Rental Unit prior to signing the Standard Lease and Additional Terms. The Tenant covenants to inform the Landlord in writing, within seven (7) days of the date that the Tenant's tenancy starts, of any defects or deficiencies in the condition of the Rental Unit, appliances, or appurtenances.

The Tenant acknowledges that there is no promise, representation, or undertaking by or binding upon the Landlord, nor is a request made by the Tenant, with respect to any alteration, remodeling, decorating, or installation of equipment or fixtures in the Rental Unit.

26. Care of Rental Unit

Further to clauses 12 and 13 of the Standard Lease, the Tenant agrees to maintain the Rental Unit, appliances, and appurtenances in the same condition existing at the start of the Tenant's tenancy, or as improved by the Landlord thereafter, reasonable wear and tear excepted. The Tenant also agrees to keep the Rental Unit in a reasonable state of cleanliness at all times.

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

The Tenant shall not make any alterations to, or decorate, the Rental Unit without the Landlord's prior written consent, and upon termination of the Tenant's tenancy, shall remove any alterations or decorating, and shall restore the Rental Unit to the same condition as it was in when the tenancy started, or as improved by the Landlord thereafter, reasonable wear and tear excepted.

The Tenant is responsible for the cost to repair damage to the Rental Unit, appliances, and/or appurtenances that is caused by the willful or negligent conduct of the Tenant, an occupant, or anyone permitted in the Rental Unit by the Tenant or an occupant.

27. Maintenance Issues: Written Notice Required

Further to clauses 12 and 13 of the Standard Lease, the Tenant agrees to give the Landlord prompt written notice of any damage, accident, or defect in the Rental Unit or residential complex that the Tenant becomes aware of, and of any repairs or maintenance required to be done by the Landlord with respect to the Rental Unit or residential complex that the Tenant becomes aware of, as soon as possible after the Tenant becomes aware that such maintenance or repairs are necessary. The Tenant, in giving written notice, shall do so in accordance with the Landlord's maintenance protocols and procedures, as directed by the Landlord from time to time or, in the absence of such direction, by simple written notice, and all written notices shall be given to the Landlord named in the Standard Lease, or to any successor landlord that the Tenant is notified of in writing. The Tenant agrees to allow the Landlord a reasonable opportunity to complete any repairs or maintenance that the Landlord is required to complete by law or under the Standard Lease or Additional Terms.

The Tenant shall not direct or call any person not employed by the landlord to complete any repair or maintenance in respect of the Rental Unit.

28. Right of Entry by Landlord

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

29. Reduction in Services or Facilities

The Landlord and the Tenant agree that it shall be reasonable for the Landlord, in its sole discretion, to reduce or discontinue any service, facility, privilege, accommodation, or thing that is included in the Total Rent Payable under clause 5 of the Standard Lease or by law, at any time during the term of the Tenant's tenancy or any renewal thereof, except for vital services as defined in the RTA. If the Landlord permanently

reduces or discontinues such service, facility, privilege, accommodation, or thing, then the Tenant's rent may, if applicable, be adjusted pursuant to the RTA, and there shall be no further or other compensation payable to the Tenant in respect of, or in relation to, any such reduction or discontinuance.

30. Harassment and Interference with Tenants, Landlord

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

31. Smoking or Burning of Any Substance in Rental Unit

In all cases where the Landlord has checked, in clause 10 of the Standard Lease, that there are smoking rules, the smoking rules are as follows: The Tenants, occupants, and their invitees are prohibited from engaging in the smoking of tobacco, cigarettes, or the burning or smoking of any other substance in the Rental Unit or in common areas inside or outside of the building, unless the Landlord specifically authorizes same in writing, or unless same is required to accommodate a person under the provisions of the *Human Rights Code*. All references to "smoking" are deemed to include the smoking or burning of any substance.

32. Rules and Regulations

A Parking

Automobiles shall only be parked in spaces that the Landlord may designate from time to time and the Landlord shall have the right to reassign such spaces from time to time in its sole discretion. The Tenant shall provide the Landlord with all information that the Landlord may require to identify the Tenant's automobile and the Tenant shall affix to the automobile such identification as the Landlord may designate from time to time. The Tenant shall not assign or sublet any parking space to another person.

Any parking space allotted to the Tenant by the Landlord may be used only for the purpose of parking one automobile which is regularly operated by the Tenant. It is agreed and understood that the Tenant shall not park or store anywhere in the residential complex any additional automobile, any automobile which has been abandoned or is inoperable or does not bear any valid license permit, or a commercial vehicle (including a taxi or limousine), recreational vehicle, trailer, boat, or other object. Bicycles may be stored only in areas specifically designated by the Landlord. If the Tenant parks or stores any automobile or object that is prohibited by this clause, the Landlord shall have the right to remove said automobile or object from the residential complex at the Tenant's risk and expense. No action shall lie against the Landlord in replevin, conversion, damages, or otherwise as a consequence of such removal.

There shall be no repairs, cleaning, washing, or maintenance of any vehicle carried out anywhere within the residential complex, including in any designated parking area or parking space.

B E-Bikes, Mobility Scooters, etc.

E-Bikes, mobility scooters, and any similar devices or vehicles may be used and stored in the residential complex only in the manner and locations prescribed by the Landlord and in accordance with occupancy standards. A separate charge may be payable to the Landlord if it is agreed that the Landlord will provide electricity for device charging purposes. Without limiting the generality of the

foregoing, no e-bike or mobility scooter may be stored or charged in any common area of the residential complex without the express written agreement of the Landlord and the Tenant.

C Fire

The Tenant shall not do, bring, or keep anything in the Rental unit or residential complex, or permit such act that will in any way create a risk of fire or increase the rate for fire insurance on the building or its contents. Without limiting the generality of the foregoing, the Tenant shall not use the living space in the Rental Unit for excessive storage, including hoarding, of combustible material and/or personal or other property.

Barbecuing and the making of fires is prohibited in the Rental Unit, on the balcony or patio of the Rental Unit, and every other place in the residential complex.

D Noise

The Tenant shall not cause or permit any noise or interference which is disturbing to the comfort or reasonable enjoyment of the Rental Unit or any part of the residential complex by the Landlord or any other tenant.

E Notice: Video Surveillance

The Tenant hereby accepts notice that interior and/or exterior common areas of the residential complex may be subject to video surveillance by the Landlord or its agents for the purpose of maintaining security and prevention of crime. Tenant access to video records shall be in accordance with the Landlord's Privacy Policy.

F Access

The sidewalks, entry, passageways, and stairways in the common areas of the residential complex shall not be obstructed or used for any purpose except for proper access to and from the Rental Unit, and no door shall be propped open.

The Landlord shall have the right to limit access to the residential complex by delivery services or solicitors, at its sole discretion, but access to canvassers is permitted if such canvassers are authorized pursuant to the RTA.

G Painting and Alteration

Further to clause 12 of the Standard Lease, the Tenant shall not, in or on any portion of the Rental Unit or residential complex, install wallpaper upon, paint or permit the painting of, any wall, ceiling, floor, or fixture; erect or permit the erection of any structure; or make or permit any other changes or alterations, without the prior written consent of the Landlord.

Without limiting the generality of the foregoing, there shall also be no spikes, nails, hooks, screws, or stick-on hangers put into or upon any woodwork or trim in the Rental Unit or residential complex. The tenant shall not use or install any adhesive products or self-adhesive products, including but not limited to self-adhesive picture hangers, clothes hooks, refrigerator decorations, and bathroom decals, in any common area of the residential complex, and the Tenant is responsible for the repair of any damage caused by the use of such products within the Rental Unit.

H Light Bulbs and Fuses

The Landlord shall furnish light bulbs in all of the fixtures and fuses in any panel box installed by the Landlord at the time that the Tenant takes possession of the Rental Unit, but not thereafter. The Tenant shall be responsible for replacing such light bulbs and fuses with replacements of equivalent type and quality during the term of the Tenant's tenancy and any renewal thereof.

I Smoke and Carbon Monoxide Alarms

The Tenant acknowledges receipt of smoke alarm, and where applicable carbon monoxide alarm, maintenance information and shall immediately inform the Landlord in writing of any damage to, or malfunction of, any smoke or carbon monoxide alarm provided by the Landlord, in which case the Landlord shall service and maintain said alarm.

The Landlord shall furnish batteries for each smoke and carbon monoxide alarm requiring batteries when the Tenant takes possession of the Rental Unit, but the batteries for such alarms shall thereafter be replaced as needed, from time to time, by the Tenant and no batteries shall be removed from such alarms unless immediately replaced with working batteries.

The Tenant shall not disable any smoke or carbon monoxide alarm provided by the Landlord, ever. If any damage to or malfunction of a smoke or carbon monoxide alarm provided by the Landlord is the result of a willful or negligent act or omission of the Tenant, an occupant, or any person permitted in the Rental Unit by the Tenant or an occupant, then the Tenant shall reimburse and indemnify the Landlord for any expenses incurred for servicing or replacement of such equipment and if the Landlord is assessed fines or other financial penalties resulting from such act or omission, the Tenant shall reimburse and indemnify the Landlord for any such fines or penalties and for its reasonable legal costs and disbursements incurred in defending legal proceedings arising from the Tenant's act or omission.

J Shades and Balconies

No awnings, shades, flower boxes, aerials, satellite dishes, or other items shall be erected over or placed upon outside windows, doors, balconies, or patios. Balconies and patios shall not be used for hanging or drying clothes or for storage. No objects or substances whatsoever shall be dropped, thrown, propelled, or projected from the Rental Unit, and the Tenant shall not permit such act. The Tenant shall not operate or use, or permit the operation or use, of any drone or other remote-controlled aerial device from or on the Rental Unit's balcony, or from or within any other part the residential complex.

Where drapes and drapery tracks are provided by the Landlord, they shall not be removed. Where drapes are supplied by the Tenant, the side of the drapes facing the exterior of the building shall be of a light, neutral colour. The Tenant shall not install or permit the installation over any windows or doors any flags, sheets, towels, metal, or other similar items which, in the sole opinion of the Landlord are detrimental to the appearance of the building.

The Tenant shall maintain the balcony or patio area of the Rental Unit in a neat and tidy condition at all times to the Landlord's satisfaction, and the Tenant shall not install or place carpeting, interlocking stone or mats, or decking of any kind on the balcony or patio.

K Signs

No signs, advertisements, or notices shall be posted or inscribed on or in any part of the residential complex by the Tenant, except with the Landlord's consent, in a place designated by the Landlord.

L Pets

The Tenant acknowledges and agrees that he or she is responsible for the cost of the repair of any damage to the Rental Unit or residential complex, or any appliance or appurtenance in the Rental Unit or residential complex, caused by any animal, bird, reptile, or pet brought into or permitted in the Rental Unit or residential complex by the Tenant, an occupant, or any person permitted in the Rental Unit or residential complex by the Tenant or an occupant. The Tenant and/or occupant shall collect and properly dispose of all feces deposits made by their pet(s) in common areas of the residential complex; shall not allow their pet to urinate on residential complex grounds; and, ensure

that proper protocols and equipment are in place in the Rental Unit to prevent damage caused by Pet excrement or urine.

M Vermin

The Tenant shall keep the Rental Unit free from vermin and pests. In the event that vermin or pest control treatment is necessary in the Rental Unit, the Tenant shall carry out all protocols for preparation of the Rental Unit for such treatment as directed by the Landlord or its vermin or pest control contractor, and the Tenant shall be responsible for the cost of any fees or charges incurred by the Landlord or charged by its vermin or pest control contractor as a result of the Tenant's failure to adequately comply with such preparation protocols, including any refusal to permit vermin or pest control treatment in the Rental Unit. The Tenant shall not refuse entry into the Rental Unit by the Landlord or its vermin or pest control contractor for the purpose of treating the Rental Unit for the eradication of vermin or pests. In the event that vermin or pest control treatment is required in the Rental Unit as a result of any willful or negligent conduct of the Tenant, an occupant, or any person permitted in the Rental Unit by the Tenant or an occupant, then the Tenant is responsible for the costs of such vermin or pest control treatment, as charged by the Landlord's vermin or pest control contractor.

N Garbage and Recycling

All garbage shall be wrapped in plastic or disposable garbage bags and tied, and sorted if required, and placed by the Tenant in the area(s) designated by the Landlord, and at such times as the Landlord may designate, all in conformity with Health regulations and any applicable recycling regulations. It is expressly agreed and understood that garbage shall not, at any time, be stored outside the Rental Unit, except at such times and in such areas as may be designated by the Landlord.

O Cannabis

The Tenant shall not cultivate, grow, produce, purchase, sell, distribute, or smoke (including vaping) any cannabis plant or product within the Rental Unit or residential complex. If the Tenant generates smoke from any cannabis plant or product for medical purposes, the Tenant shall notify the Landlord in writing, and together with the Landlord shall create a plan for the Tenant to consume such cannabis plant or product in a manner that minimizes interference or disturbance to other tenants or the Landlord.

P Noxious Substances

The Tenant shall not bring or store or permit the bringing or storage of any contaminants or noxious, dangerous, or toxic substances into or upon the Rental Unit or the residential complex. If a question arises about a contaminate or a noxious, dangerous, or toxic substance, such question will be answered having regard to Ontario or federal law, or by a person whom the Landlord believes to be an expert qualified to determine the question.

Q Laundry Rooms

The Tenant shall be entitled to use at his own risk and expense the coin operated automatic washers and drying machines installed in the building and provided for the convenience of all Tenants. The Landlord does not warrant the sufficiency or performance of the said machines and shall be free from all responsibility for any damage or loss by reason of the use thereof. The use of washing machines and dryers in common area laundry rooms, if any, shall be subject to any rules, regulations, or notices posted or provided by the Landlord. No laundry shall be hung in, around, or about any common area of the residential complex.

R Appliances

The Tenant shall not use any appliance in addition to those supplied by the Landlord including, without limiting the generality of the foregoing, any space heater, dishwasher, air-conditioner, washing machine, clothes dryer, or refuse compactor, without first obtaining the written consent of the Landlord, and paying to the Landlord the required charge for the use thereof. The Tenant shall properly care for all appliances supplied by the Landlord and notify the Landlord in writing if any such appliance requires repair. If any damage is caused to such appliances by the willful or negligent action or omission of the Tenant, an occupant, or any person permitted in the Rental Unit by the Tenant or an occupant, the Tenant shall be responsible to pay for any required repair or replacement.

S Moving

Household furniture and effects may be moved into or removed from the Rental Unit only at such times and in such manner as prescribed by the Landlord. The Tenant shall not damage any part of the Rental Unit or residential complex by moving furniture or other effects in or out, and the Tenant agrees to indemnify the Landlord for any expenses incurred in repairing any damage so caused.

T Locks

The Tenant shall not add to or alter the locking system on any door giving access to the Rental Unit without the prior written consent of the Landlord. The Landlord may change or add to the locking system of any door in the residential complex, including doors giving access to the Rental Unit, provided that the Landlord gives the Tenant replacement keys.

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

U General

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

The Tenant shall not violate, or permit or tolerate the violation of, any Federal, Provincial, or Municipal statute, regulation, law, or by-law within the Rental Unit or the residential complex.

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

33. Assignment and Sublet

Assignment:

Further to clause 14 of the Standard Lease and clause P of the "General Information" portion of the Standard Lease, the Tenant may assign the Rental Unit only in accordance with this clause and the RTA. The Tenant covenants not to assign the Rental Unit without first requesting, in writing, and receiving written leave of the Landlord to do so. If the Landlord consents to an assignment of the Rental Unit, the Tenant shall not assign the Rental Unit to a potential assignee without first requesting, in writing, that the Landlord consent to the assignment of the Rental Unit to the potential assignee and receiving the Landlord's written

consent thereto, which consent will not be arbitrarily or unreasonably refused; however, the Landlord may charge an administration and processing fee in respect of the expenses associated with each assignment request made by the Tenant and the granting or withholding of such consent. It is further agreed that a request to assign to a specified assignee shall be deemed not to have been made until any applicable administration and processing fee has been paid and submitted along with the Tenant's written request. Each written request made under this section shall be delivered personally or by mail to the Landlord at the address set out in clause 3 of the Standard Lease, but if given by mail, said written request is deemed to have been delivered five (5) days after the written request is mailed, not including weekends or holidays, but in no case shall such a written request be deemed to have been received by the Landlord before it is actually received by the Landlord. In all cases, no assignment of the Rental Unit to any prospective assignee shall occur until the Tenant and any and all prospective assignee(s) have delivered to the Landlord all completed documentation that the Landlord may reasonably require and request from the Tenant and/or the prospective assignee(s). Unless and until an assignment occurs, the Tenant remains liable for all obligations under the Standard Lease and the Additional Terms, including the obligation to pay rent.

Sublet:

Further to clause 14 of the Standard Lease and clause P of the "General Information" portion of the Standard Lease, the Tenant may only sublet the Rental Unit in accordance with this clause and the RTA. Prior to subletting the Rental Unit to any other person(s), the Tenant shall request the Landlord's consent to sublet the Rental Unit, in writing, and such written request shall include the name(s) of all prospective subtenant(s). The Tenant shall not sublet the Rental Unit to any prospective subtenant prior to receiving the Landlord's written consent to such sublet, and the Landlord shall not arbitrarily or unreasonably withhold consent to sublet the Rental Unit to (a) specific subtenant(s). Where the Tenant is a monthly tenant, the Tenant shall not sublet the Rental Unit for a term extending beyond the last day of the month in which the sublet occurs. Where the Tenant's tenancy is for a fixed term, the Tenant shall not sublet the Rental Unit for a term extending beyond the last day of the term of the Tenant's tenancy.

In all cases, the Landlord may charge an administration and processing fee in respect of the expenses associated with each request for consent to sublet made by the Tenant and the granting or withholding of such consent. A written request to consent to the sublet of the Rental Unit may be given to the Landlord in person or by mail, but if given by mail, said written request is deemed to have been delivered five (5) days after the written request is mailed, not including weekends or holidays, but in no case shall such a written request be deemed to have been received by the Landlord before it is actually received by the Landlord.

No written consent to sublet the Rental Unit to any prospective subtenant(s) unless and until the Tenant provides the Landlord with an original copy of an executed subtenancy agreement between the Tenant and any and all prospective subtenants, specifying the date of termination of the subtenancy, and providing that the subtenancy agreement may not be amended by the parties thereto without the written consent of the Landlord, which consent may be arbitrarily or unreasonably withheld. The Tenant and the prospective subtenant(s) shall also deliver to the Landlord any and all other completed documentation that the Landlord reasonably requires and requests from the Tenant and/or the prospective subtenant(s), and no consent to a sublet of the Rental Unit to any prospective subtenant(s) shall be given by the Landlord until all such completed documentation is received by the Landlord.

The Tenant acknowledges that, in the event that the Rental Unit is sublet, the Tenant shall continue to be bound by all provisions of the Standard Lease and the Additional Terms, including the obligation to pay rent, until such time as the Tenant's tenancy is terminated. The Tenant further acknowledges that any subtenant(s) must vacate the Rental Unit on or before the termination date set out in the subtenancy agreement, and the Tenant shall deliver vacant possession of the Rental Unit to the Landlord upon termination of the Tenant's tenancy.

It is acknowledged and understood by the parties that any rent paid by any subtenant to the Landlord shall be deemed to have been paid on behalf of the Tenant, but only during the term of the subtenancy approved by the Landlord.

34. Abandonment of Rental Unit by Tenant

If the Tenant is in arrears of rent, and it appears to the Landlord that the Tenant has permanently vacated or abandoned the Rental Unit without the Tenant's tenancy for the Rental Unit otherwise being terminated in a manner permitted by the RTA, the Landlord may enter the Rental Unit and, in addition to all other rights reserved to the Landlord, may re-rent the Rental Unit to another tenant. The Rental Unit shall be deemed to have been permanently vacated or abandoned by the Tenant if an inspection by the Landlord reveals the Rental Unit to be substantially barren of the Tenant's furnishings and/or effects, but this clause shall not be construed so as to limit or restrict the circumstances under which the Landlord may determine that the Tenant has permanently vacated or abandoned the Rental Unit.

If the Tenant intends to be away and leave the Rental Unit vacant for an extended period of time, the Tenant shall notify the Landlord of same in writing, indicating the dates during which the Rental Unit will be left vacant.

Further, if the Tenant is in arrears of rent and the Tenant permanently vacates or abandons the Rental Unit without the Tenant's tenancy being terminated in a manner permitted by the RTA, the Tenant shall continue to be responsible for all obligations imposed on the Tenant by the Standard Lease, the Additional Terms, and the RTA, including the obligation to pay rent, until the earliest date on which a lawful notice of termination could have been effective if it were given to the Landlord by the Tenant on the date that the Landlord knew or reasonably ought to have known that the Rental Unit had been permanently vacated or abandoned by the Tenant, subject only to the Landlord's obligation to mitigate its losses.

Upon re-entry of the Rental Unit by the Landlord after the Tenant's tenancy is terminated or upon the permanent vacating or abandonment of the Rental Unit by the Tenant, the Landlord may dispose of any articles, effects, belongings, or furnishings of any kind found in or about the Rental Unit in accordance with the RTA. In the event that any such articles, effects, belongings, or furnishings are sold by the Landlord, the proceeds of such sale shall be applied toward the Landlord's reasonable out-of-pocket expenses incurred in the course of the Landlord moving, storing, securing, or selling such property, and any arrears of rent, and legal costs and disbursements incurred by the Landlord, without prejudice to the Landlord's right to recover any deficiency still remaining. It is further agreed and acknowledged that any property found in the Rental Unit by the Landlord at the time of re-entry is deemed to be the property of the Tenant, unless the Tenant advises otherwise, in writing, prior to such re-entry.

If the Tenant permanently vacates or abandons the Rental Unit without the Tenant's tenancy being terminated in a manner permitted by the RTA, and the Rental Unit continues to be occupied by any person(s) who were permitted in the Rental Unit by the Tenant, or if the Tenant transfers occupancy to any person(s) in any manner other than through assignment or sublet pursuant to the RTA, it is acknowledged and agreed that the Tenant shall be deemed to be in possession of the Rental Unit until it is permanently vacated by any such occupant(s). All of the Tenant's obligations under this Agreement shall continue until the Tenant's tenancy is lawfully assigned or terminated in a manner permitted by the RTA.

35. Insurance

Further, and in addition to clause 11 of the Standard Lease, the Tenant shall, during the entire term of the tenancy and any renewal thereof, at his or her sole cost and expense, obtain and keep in full force and effect, fire, water, contents, property damage, and public liability insurance in an amount that the Landlord, acting reasonably, considers adequate. The Tenant agrees to provide the Landlord with proof of such insurance coverage upon request of the Landlord, at any time. The Tenant shall notify the Landlord immediately, in writing, if such insurance policy is cancelled or terminated for any reason. It is further agreed and understood that, while the Landlord has the right to be provided with proof that such insurance is in effect, it is the Tenant's responsibility to obtain the required insurance and it is not the Landlord's obligation to ensure that the Tenant has done so.

36. Issues About Damage to Property

In the event of damage to, or destruction or disposition of, the Tenant's property which the Tenant believes has resulted from an act or omission of the Landlord or the Landlord's agent(s) or employee(s), the Tenant agrees to inform the Landlord on or before the next business day of such damage, destruction, or disposition, and to provide written particulars of same, including the alleged cause. The Tenant further agrees not to dispose of, repair, or replace any such property without first giving the Landlord the opportunity to inspect it. Where the Tenant proposes to incur any expense to repair or replace such property, the Tenant shall first notify the Landlord of such intention and provide the Landlord with the opportunity to propose other arrangements which may be more effective and less costly than those for which the Tenant proposes to incur.

In all cases of damage to the Tenant's property, however caused, the Tenant shall notify his or her insurer and shall file a claim with his or her insurer for the full amount of the loss.

37. Liability

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

- (a) any damage to or loss of any property left in or upon the Rental Unit or residential complex after the Tenant gives up possession of the Rental Unit, regardless of whether the Tenant gave up possession of the Rental Unit voluntarily, or whether or not the Tenant's giving up possession of the Rental Unit was caused by or attributable to any act or omission of the Landlord or another tenant of the Landlord, or any other person; or
- (b) any damage to or loss of any property incurred by the Tenant as a result of an "Act of God", being such as, but not limited to, severe storm, lightning, flood, infestation of vermin or insects, etc.

38. Indemnity of the Landlord

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

39. If Rental Unit Rendered Unfit

If the Rental Unit is rendered unfit for residential use by the Tenant, except where the Rental Unit is rendered unfit as a result of an "Act of God" or the negligence of the Landlord, the Tenant shall be liable for full payment of the Total Monthly Rent for the Rental Unit and shall be liable to reimburse and indemnify the Landlord in respect of payments made or liable to be made by the Landlord to any insurer or to any other person in respect of lost income and damages of any kind and shall be liable to pay the Total Monthly Rent during the period when the Rental Unit is unfit for such residential use.

40. Termination of Tenancy at End of Term

Further to the information provided in Part C of the General Information portion of the Standard Lease:

- (i) The Landlord and the Tenant acknowledge and agree that a valid Notice of Termination of Tenancy given by the Tenant to the Landlord shall be irrevocable upon receipt by the Landlord and shall not be withdrawn, rescinded, or amended by the Tenant without written consent of

- the Landlord, and any Notice of Termination of Tenancy given by one Tenant shall bind all Tenants of the Rental Unit;
- (ii) After the Tenant gives a Notice of Termination of Tenancy to the Landlord, the Tenant shall arrange with the Landlord to complete an Outgoing Inspection Report, which shall be signed by the Landlord and the Tenant. If the Tenant fails to arrange for the completion, or to complete, the Outgoing Inspection Report with the Landlord, then the Tenant is deemed to accept the content of the Outgoing Inspection Report completed solely by the Landlord;
 - (iii) When the Tenant's tenancy is terminated for any reason, he or she shall vacate the Rental Unit, on or before the termination date, and the Rental Unit shall be left fit for immediate occupation by a new tenant, clean, undamaged, and with all furniture, personal belongings, and refuse removed. Without limiting the generality of the foregoing, the Tenant shall:
 - a. Leave the Rental Unit, appliances, and appurtenances in the same condition as existed at the start of the tenancy, or in such condition as improved by the Landlord during the course of the tenancy, reasonable wear and tear excepted;
 - b. Leave broad loomed and tile floors, walls, ceilings, windows, doors, and every other part of the Rental Unit in a clean condition and not move heavy furniture over the floors or stairs – coasters shall be used for heavy furniture;
 - c. Leave the stove, refrigerator, and all other appliances in the Rental Unit in a clean condition, inside and outside, replace any missing, damaged, or broken parts before vacating, and leave the refrigerator running on a normal setting; and
 - d. Remove all contents and refuse from the Rental Unit, and leave any storage areas empty, clean, and unlocked;

41. Waiver

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

42. Severability

If any term, covenant, condition, or provision of Standard Lease or Additional Terms or the application thereof to any person or circumstance to any extent is held invalid or unenforceable, the remainder of the Standard Lease and Additional Terms, or the application of the term, covenant, condition, or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition, covenant, and provision of the Standard Lease and Additional Terms shall be valid and enforceable to the fullest extent of the law.

43. Rental Application

The Tenant acknowledges receipt of a copy of the Rental Application which is deemed to be incorporated herein and to form part of the Additional Terms. The Tenant warrants the truth of all facts contained therein, and agrees that any misstatement or omission in the Rental Application constitutes a material misrepresentation and renders the Standard Lease and Additional Terms voidable and/or the basis for civil action, at the Landlord's option.

44. Guarantor's Liability

In consideration of the execution and delivery of the Standard Lease and Additional Terms by the Landlord, the Guarantor, as principal debtor, agrees to execute an agreement made collateral to the Standard Lease and Additional Terms (the Guarantee) which, upon execution by the Landlord and the Guarantor, shall be deemed to constitute a part of and be incorporated into the Additional Terms, in which case the Guarantor is deemed to be a party to this Standard Lease and Additional Terms. The Guarantor further agrees that Guarantor's liability under the Guarantee shall continue until this tenancy is terminated, and the Guarantor

continues to be liable and bound by the Guarantee during any renewals or extensions, statutory or otherwise, of the term of this tenancy.

45. Obligations are Joint and Several

Everything in the Standard Lease and Additional Terms shall extend to and be binding upon the respective heirs, executors, administrators, successors, and assigns or each party hereto, including those of the Guarantor(s). **All covenants of the Tenants herein contained shall be deemed to be joint and several obligations** unless otherwise specified by a schedule of additional terms and conditions appended hereto.

46. Notices to Tenants and Spouse

Any notice given by the Landlord to any one Tenant pursuant to the RTA shall be binding on all of the Tenants of the Rental Unit, and on the spouse of any Tenant of the Rental Unit where such spouse seeks or obtains "tenant" status under the RTA, and each Tenant hereby agrees to immediately give a copy of any such notice received to all other Tenants of the Rental Unit, and to any occupant of the Rental Unit to whom any Tenant is married or in a conjugal relationship.

47. Use of Personal Information and Privacy

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

- (i) **Enforcing any term of the Standard Lease and/or Additional Terms, including collection of money owed to the Landlord;**
- (ii) **Obtaining a Consumer Report in the event the Tenant is in arrears of rent, in breach of the Standard Lease, or wishes to renew this tenancy; and**
- (iii) **Transferring such information to a database of tenant information to be made available to the Landlord or its agents.**

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

48. General

The provisions of the Additional Terms shall be read with all grammatical and gender changes necessary and any singular reference to the Tenant shall be deemed to include all Tenants unless contrary intention appears.

49. Entire Agreement

The Tenant acknowledges that, prior to signing the Standard Lease, Additional Terms and any Schedules thereto, the Tenant has read the Standard Lease, Additional Terms, and all Schedules thereto signed by the Tenant, and consents to the terms, covenants, conditions and provisions in all said documents. The Additional Terms are comprised of clauses 18 to 50 inclusive, as set out herein. The Standard Lease, the Additional Terms, all Schedules thereto (if any), the Rental Application, and the Guarantor Agreement (if any), constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and **there are not and shall not be any verbal statements, representations, warranties, undertakings, or agreements between the parties with respect to the subject matter hereof not contained herein.** This Agreement may not be amended or modified in any way, except by written instrument. This Agreement may be signed by electronic means and it is understood and agreed that it may be executed in two or more counterparts, each of which shall be deemed to be an original, and that such separate counterparts shall constitute together one and the same Agreement, notwithstanding their date and location of actual execution.

50. Signatures

These Additional Terms are signed together with the Standard Lease on the date indicated below. By signing below, I/we acknowledge receipt of a copy of the Standard Lease and these Additional Terms, signed by the Landlord and the Tenant; the Rental Application; Schedules as prescribed by the Landlord; and, the prescribed information about the Landlord and Tenant Board and I accept such copy on behalf of myself and all Tenants and Guarantor(s) named herein.

Tenants:

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Guarantor:

Name: _____ Signature: _____ Date: _____

Landlord:

Name: _____ Signature: _____ Date: _____