

**Note**

This tenancy agreement (or lease) is required for tenancies entered into on **March 1, 2021 or later**. It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).

Residential tenancies in Ontario are governed by the Residential Tenancies Act, 2006. This agreement cannot take away a right or responsibility under the Residential Tenancies Act, 2006.

Under the Ontario Human Rights Code, everyone has the right to equal treatment in housing without discrimination or harassment.

All sections of this agreement are mandatory and cannot be changed.

**1. Parties to the Agreement**

Residential Tenancy Agreement between:

**1. Landlord's Legal Name**

**SUDAN REDPATH PROPERTIES INC.**

**Note:**

See Part B in General Information

**and Tenant(s)**

|              |            |
|--------------|------------|
| 1. Last Name | First Name |
| 2. Last Name | First Name |

**Occupant(s)** [in addition to Applicant(s)]:

|  |  |
|--|--|
|  |  |
|--|--|

Name(s) Date of Birth (yyyy/mm/dd)

**2. Rental Unit**

The Applicant is applying for the non-smoking rental unit at:

|        |                      |         |          |             |
|--------|----------------------|---------|----------|-------------|
|        | 71 Redpath Avenue    | TORONTO | ONTARIO  | M4S 0E1     |
| Unit # | Street Number & Name | City    | Province | Postal Code |

### 3. Contact Information

#### Address for Giving Notices or Documents to the Landlord

71 Redpath Avenue  
Toronto, Ontario  
M4S 0E1

Both the landlord and tenant agree to receive notices and documents by email, where allowed by the Landlord and Tenant Board's Rules of Procedure.

Landlord Email: [HELLO@THEWHITNEYONREDPATH.COM](mailto:HELLO@THEWHITNEYONREDPATH.COM)

Tenant Email:

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

Office Number: **416-901-7071** | Email: [HELLO@THEWHITNEYONREDPATH.COM](mailto:HELLO@THEWHITNEYONREDPATH.COM)

**Note:**

See Part B and E in General Information

### 4. Term

This tenancy starts on: \_\_\_\_\_ for a period of 12 months, ending on \_\_\_\_\_ .  
Date (yyyy/mm/dd) Date (yyyy/mm/dd)

**Note:**

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

### 5. Rent

a) Rent is to be paid on the First of the Month.

b) The tenant will pay the following rent:

Base rent for the rental unit \_\_\_\_\_

Parking (if applicable) \_\_\_\_\_

Storage Locker \_\_\_\_\_

**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:

**SOUDAN REDPATH PROPERTIES INC.**

d) Rent will be paid using the following methods:

**PRE AUTHORIZED DEBIT, PERSONAL CHEQUE OR BANK DRAFT**

**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 **\$20.00** plus any NSF charges made by the landlord's bank.

**Note:**

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

## 6. Services and Utilities

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

- Air Conditioning System  Yes  No
- Additional Storage locker  Per Section 5 of this agreement
- Guest Parking  Yes  No  No Charge  Pay Per Use

**Note:**

**GUEST PARKING** - Residents must obtain a parking permit for authorization to park in visitor parking.

The following utilities are the responsibility of:

- Electricity  Landlord  Tenant
- Thermal  Landlord  Tenant
- Water  Landlord  Tenant

The Tenant agrees that it shall pay on time and directly to the utility metering company (the "Utility Company") any utility costs for which the Tenant is responsible pursuant to section 6 of the Lease. The Tenant will enter into a service agreement with the Utility Company in the Utility Company's then-standard form in respect of the supply such utilities. A copy of the current standard form provided by the Utility Company is attached hereto as Schedule 4.

## 7. Rent Discounts

There are no rent discounts that apply.

## 8. Rent Deposit

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

A key deposit is not required.

## 10. Smoking

Under provincial law, smoking is not allowed in any indoor common areas of the building. The tenant agrees to **NOT** smoke in the suite.

**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

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. The Tenant covenants not to engage in or permit long-term or short-term rentals, including but not limited to Airbnb-type services, of the Premises.

**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

Please see Appendix B - Additional Terms and Conditions.

### 16. Changes to this Agreement

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

**Note:**

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

## 17. Signatures

By signing this agreement, the landlord(s) and the tenant(s) agree to follow its terms. The landlord(s) or tenant(s) can sign this lease electronically if they both agree.

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

### Landlord(s):

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

### Tenant(s):

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

| 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.

## Appendix A: General Information

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

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

### Landlord and Tenant Board:

Toll free: 1-888-332-3234

Toronto area: 416-645-8080

TTY Bell Relay Service at 1-800-855-0511

Website: [www.tribunalsontario.ca/ltb/](http://www.tribunalsontario.ca/ltb/)

## A. When to Use This Form

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

This form should not be used for:

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

## B. Change of Landlord

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

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

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

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

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

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

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

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

### When the tenant can end the tenancy

The tenant can end a tenancy by giving the landlord proper notice using the appropriate Landlord and Tenant Board form. They must give:

- At least 60 days' notice if they have a monthly or fixed term tenancy, or
- At least 28 days' notice if they have a daily or weekly tenancy.

For a fixed term tenancy, the notice cannot be effective before the last day of the fixed term. For a monthly or weekly tenancy, the notice must be effective on the last day of a rental period (e.g. month or week).

In certain situations, a tenant who has experienced sexual or domestic violence can give 28 days' notice to end the tenancy at any time, even if the tenant has a fixed term agreement (e.g. , one year agreement). They must use the notice form approved by the Landlord and Tenant Board.

### When the landlord can end the tenancy

The landlord can only give the tenant notice to end the tenancy in certain situations. These situations are set out in the Act. The landlord cannot evict the tenant unless the landlord follows the proper rules. These rules are set out in the Act. In most cases, the landlord must give proper notice to end the tenancy using the right form. Forms are available on the Landlord and Tenant Board's website.

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

The landlord can give the tenant notice to end the tenancy in certain situations where the tenant is at fault. Examples include:

- Tenant does not pay the full rent when it is due,
- Tenant causes damage to the rental unit or building, and
- Tenant substantially interferes with the reasonable enjoyment of other tenants or the landlord.

The landlord may also give notice to end a tenancy in certain situations that are not the tenant's fault, but only at the end of the term or rental period. In these cases, landlords must still give proper notice, and tenants may be entitled to compensation and/or the right to return to the unit. Examples include:

- Landlord or purchaser needs the unit for themselves, an immediate family member, or caregiver, and
- Landlord needs to do extensive repairs or renovations that require a building permit and vacant possession of the unit.

If the tenant does not move out, the landlord must apply to the Landlord and Tenant Board in order to evict the tenant. The Landlord and Tenant Board will hold a hearing and decide if the tenancy should end. Both the landlord and the tenant can come to the hearing and explain their side to the Landlord and Tenant Board. If the Landlord and Tenant Board orders an eviction, the eviction order can only be enforced by the Sheriff (Court Enforcement Officer).

It is an offence for the landlord to evict a tenant without following this process. If convicted, the landlord could face a fine of up to \$50,000 (for an individual) or \$250,000 (for a corporation).

### If the Landlord and Tenant agree to end the tenancy

The tenant and landlord can agree to end a tenancy at any time by using the proper Landlord and Tenant Board form. Some landlords may ask the tenant to sign that form when signing the tenancy agreement (lease). In most cases, an agreement to end a tenancy signed at the beginning of the tenancy agreement is unenforceable and the tenant does not have to move out.

There is more information on how to end a tenancy and reasons for eviction in the Act and in brochures on the Landlord and Tenant Board website.



## E. Giving Notices and Documents (Part XII of the Act)

The landlord and tenant have to deliver some official notices and other documents in writing. These notices and documents can be:

- Hand delivered,
- Left in a mail box or a place where mail is ordinarily delivered, or
- Mailed (this will count as delivered five days after mailing).

There are also other ways to serve notices and documents. For more information, contact the Landlord and Tenant Board or see the Rules of Practice on its website.

## F. Rent and Rent Receipts (Part VII of the Act)

Rent is the amount the tenant pays to the landlord to occupy the rental unit and receive services or facilities agreed to in this agreement.

The tenant must pay their rent on time. If they do not, the landlord can give them notice to end the tenancy.

If the tenant asks for a receipt for rent or any payment or deposit, the landlord must give them one for free. This also applies to a former tenant who asks for a receipt within 12 months after the end of their tenancy.

## H. Deposits (Part VII of the Act)

The landlord can only collect a deposit for the last month's rent and a refundable key deposit. The tenant does not have to provide any other form of deposit, such as pet or damage deposits. If the tenant pays anything more, the tenant can apply to the Landlord and Tenant Board to get the money back.

**Rent deposit (i.e. last month's rent):** The landlord can require a rent deposit on or before the tenant enters into the tenancy agreement. The landlord must apply this money to the rent for the last period of the tenancy. The rent deposit must not be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less.

The landlord must pay the tenant interest on the rent deposit every year. If the rent increases after the tenant has paid a rent deposit, the landlord can require the tenant to top-up the rent deposit so that it is the same as the new rent. The landlord can use the interest on the rent deposit to top-up the rent deposit.

If the landlord is unable to let the tenant move into the rental unit, the landlord must return the deposit, unless the tenant agrees to rent a different unit.

**Key deposit:** If the landlord collects a deposit for key(s), remote entry devices or cards, the landlord must return the deposit when the tenant gives back their key(s) at the end of the tenancy.

The landlord can charge the tenant for additional keys that the tenant requests (for example, if the tenant wants an extra key or if the tenant has lost their key), but the charge cannot be more than actual cost of the keys. This is not a key deposit.

## I. Rent Increases and Decreases (Part VII, of the Act)

Normally, the landlord can increase the rent only once every 12 months. The landlord must use the proper Landlord and Tenant Board form and give the tenant at least 90 days' notice before the rent increase is to take effect.

### Guideline Rent Increases

In most cases, the rent can be increased by no more than the rent increase guideline unless the Landlord and Tenant Board approves a rent increase above the guideline. The guideline for each year can be found on the Landlord and Tenant Board's website. Some newer units are not subject to the rent increase guideline, including:

- A unit in a new building, if no part of the building was occupied for residential purposes on or before November 15, 2018;
- A unit in a new addition to an existing building, if no part of the addition was occupied for residential purposes on or before November 15, 2018; and,
- A new second unit in an existing house, such as a basement apartment, that was created after November 15, 2018 and that meets the requirements set out in the Act.

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 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 tenant 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 changes 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 add a new service for the tenant. Certain rules apply.

### Rent Reductions:

The landlord **must** reduce the rent if:

- The municipal property tax goes down by more than 2.49 per cent, or
- The rent was increased above the guideline to pay for repairs or renovations and the costs have been fully paid for (this only applies to tenants who were living in the unit when the above guideline rent increase happened).

The tenant can apply to the Landlord and Tenant Board to reduce their rent if:

- Municipal property taxes or charges on the rental property go down,
- The landlord reduced or removed a service without reducing the rent, or
- The landlord did not keep a promise they made in an agreement for a rent increase above the guideline.

## **J. Maintenance and Repairs (Part III, IV, V and XIV of the Act)**

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards. This includes the maintenance and repair of things that came with the unit, such as appliances, and of common areas, such as parking lots, elevators, and hallways.

The tenant must pay their rent, even if they have problems with the maintenance and repair of their unit or property. If the tenant is having a maintenance or repair problem, the tenant should let the landlord know. If needed, the tenant can apply to the Landlord and Tenant Board.

The tenant is responsible for any damage to the rental property caused by the tenant, the tenant's guest or another person who lives in the rental unit. This applies to any damage caused on purpose or by not being careful enough. This does not include damage that results from normal use of the rental unit over time ("wear and tear"). The landlord can apply to the Landlord and Tenant Board if the tenant has not repaired such damage.

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

## **K. Vital Services (Part I and III of the Act)**

"Vital services" are hot or cold water, fuel, electricity, gas and heat.

The landlord must ensure that a rental unit has heating equipment capable of maintaining a minimum temperature of 20° Celsius from September 1 to June 15. Some municipal by-laws may have stricter requirements.

The landlord cannot withhold or shut off the reasonable supply of a vital service, care service or food that the landlord must supply under the tenancy agreement. If a vital service is cut-off because the landlord failed to pay their bill, the landlord is considered to have withheld that service. However, if a vital service is cut-off or disconnected because the tenant failed to pay their own utility bill, the tenant cannot claim that the landlord withheld a vital service.

The landlord cannot deliberately interfere with the reasonable supply of any vital service, care service or food, whether or not the landlord is obligated to supply it under the tenancy agreement.

## **L. Harassment (Part III and IV of the Act)**

It is against the law for the landlord (or anyone acting for the landlord, such as a superintendent or property manager) to harass the tenant, or for the tenant to harass the landlord. If the landlord or the tenant is experiencing harassment they can apply to the Landlord and Tenant Board.

## **M. Discrimination**

If the landlord (or anyone acting for the landlord) discriminates against the tenant based on prohibited grounds of discrimination under the Ontario Human Rights Code (the Code), they may be violating the tenant's rights under the Code. The Landlord and Tenant Board may be able to consider discrimination if it relates to an application under the Residential Tenancies Act, 2006. In other situations, the tenant may have to take their case to the Human Rights Tribunal of Ontario.

## N. Landlord's Entry into Rental Unit (Part III of the Act)

The tenant is entitled to reasonable enjoyment of the rental unit (e.g. quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance and exclusive use of the rental unit).

The landlord can enter the rental unit with 24 hours' written notice only for the following reasons:

- Make repairs,
- Inspect the unit to see if repairs are needed, if the inspection is reasonable,
- Show the rental unit to a possible buyer, insurer or mortgage lender,
- Let a real estate agent show the unit to a possible buyer,
- Have a property inspection done before converting the residential building into a condominium, or
- For any reasonable purpose listed in the tenancy agreement.

The written notice must include the reason for the entry and state the date and time (between 8 a.m. and 8 p.m.) that the landlord will enter the unit. With proper notice, the landlord can enter the unit when the tenant is not at home.

The landlord does not need to give a notice to enter:

- In case of emergency,
- If the tenant consents to entry,
- If the tenancy agreement requires the landlord to clean the unit, or
- If the tenancy is coming to an end and the landlord wants to show the unit to a potential new tenant - the landlord can only show the unit between 8:00 a.m. and 8:00 p.m. and must make a reasonable effort to let the tenant know when this will happen.

## O. Locks (Part III and IV of the Act)

The landlord cannot change the locks of the rental unit unless the landlord gives the new keys to the tenant. The tenant cannot change the locks of the rental unit without the consent of the landlord.

## P. Assign or Sublet (Part VI of the Act)

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

1. **Assignment:** In an **assignment**, the tenant transfers their right to occupy the rental unit to someone else. The new person takes the place of the tenant, and the tenancy agreement stays the same.
2. **Sublet:** A **sublet** occurs when the tenant moves out of the rental unit, lets another person (the 'sub-tenant') live there until a specified date, and can return to live in the unit before the tenancy ends. The tenancy agreement and the landlord-tenant relationship do not change.

A tenant who sublets a rental unit cannot:

- Charge a higher rent than the landlord does for the rental unit,
- Collect any additional fees for subletting the rental unit, or
- Charge the sub-tenant for additional goods or services.

## Q. Guests (Part III of the Act)

The landlord cannot stop tenants from having guests, require the tenant to notify the landlord or get the landlord's permission before having guests. The landlord cannot charge extra fees or raise the rent due to guests in the rental unit. However, the tenant is responsible for the behaviour of their guests.

The landlord cannot prevent the tenant from having a roommate, as long as municipal by-laws on occupancy standards are respected.

If a tenant rents their whole unit to someone else (e.g. short-term rental), this person is not a "guest". The tenant may have to get the landlord's permission.

## R. Pets (Part III of the Act)

A tenancy agreement cannot prohibit animals in the rental unit or in or around the residential building.

There are some cases where the landlord can apply to the Landlord and Tenant Board to evict a tenant who has a pet. These are some common examples:

- The pet makes too much noise, damages the unit or causes other tenants to have allergic reactions,
- The breed or species is inherently dangerous.

## 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.

## Appendix B: Additional Terms and Conditions

This Appendix B is attached to, and forms a part of, the Residential Tenancy Agreement (“Lease”) as per Section 15 of the Lease and section 241.1 of the Act. 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, the Appendix: General Information, this Appendix B, the Guarantor Agreement attached hereto as Schedule 1 (if applicable), together 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. 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 this 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. 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. The Landlord shall not be liable or responsible, and the Tenant shall not be entitled to compensation for any damages, loss, inconvenience, nuisance or discomfort occasioned or arising by reason of the Premises not being available for occupancy on the date herein stipulated or by reason of the Landlord being unable to fulfill or comply with any term, condition, covenant or obligation herein contained. Failure to give possession on the Occupancy Date shall not in any way affect the validity of this Lease, the obligations of the Tenant, or in any way shall such failure be construed to extend the term of this Lease.
- 2. OTHER FEES:** The Tenant agrees to pay the rent as set out in Section 5 of the Lease and additional fees as per below:  
**Replace FOB Key: \$25.00    Replace Garage Key: \$75.00**
- 3. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:** The Tenant understands that the Landlord will collect personal information about the Tenant including, but not limited to, contact information, current and past credit, work and tenancy history, financial information and, where appropriate, the Tenant’s dependents and visitors (e.g. compliance with rules and regulations). The Tenant hereby gives permission to the Landlord or its duly authorized representatives to collect and use the Tenant’s personal information collected herein, personal information collected from other sources including Internet websites and the like and social networking media of every type, and other personal tenant information collected by the Landlord from time to time during the term of this Agreement, all of which the Tenant consent to permit the Landlord to use to enforce the terms and conditions of, as well as the Tenant’s obligations and responsibilities under, this Agreement. The Tenant further gives the Landlord permission to provide the Tenant’s full name, contact information, move-in date and address as per this Agreement, to third party service and utility providers to enable those third parties to contact the Tenant to install or otherwise provide their respective services to the Premises. The Tenant also authorizes the Landlord to answer questions from any prospective future landlord of the Tenant about the Landlord’s past and, if applicable, current experience with the Tenant and its tenancy with the Landlord.

4. **PERMISSION TO CAPTURE LIKENESS:** The Landlord may install video and photograph surveillance or use smartphone video recording or photographs anywhere in or on the Property including common areas within the building for the purposes of enhancing the safety of persons and the Property, for the deterrence of theft or destructive acts, such as vandalism, and to enforce the Tenant's obligations and responsibilities under this Agreement. The Landlord shall conduct any such surveillance in a professional, ethical and legal manner. The Tenant thereby consents to the video recording or photographing of the Tenant without payment or any other consideration, and waives the right to inspect or approve any such photograph or video recording. The Tenant shall hold harmless, release, and forever discharge the Landlord from all claims, demands, and causes of action which the Tenant or the Tenant's heirs, representatives, executors, administrators, or any other persons acting on their behalf or on behalf of the Tenant's estate have or may have by reason of this authorization.
5. **PAYMENT BY NON-TENANT:** Except in so far as this Lease is assigned or sublet in accordance with Section 14 of the Lease Agreement, 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.
6. **BANKRUPTCY:** In the event of the bankruptcy of any of the Tenants of this Lease, all parties agree that the Pre-paid Rent Deposit 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. 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 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.
7. **CONFLICT OR DISCREPANCY WITH STANDARD LEASE:** If any conflict or discrepancy between any provision added to this Lease (including any Appendix 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.
8. **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.
9. **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 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.
10. **RIGHT OF QUIET ENJOYMENT:** The Tenant covenants that, by their own acts or those of their family, 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 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, vapours, solids, odours, 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 grounds for immediate eviction.

11. **NO ALTERATIONS AND DECORATING:** No alterations shall be made to the Premises without the Landlord's prior written approval, other than picture hooks. No spokes, hooks, screws, stick-on hangers or nails shall be put into the walls, ceilings or woodwork of the Premises. No paint of a colour other than that approved by the Landlord and no wallpaper or other adhesive wall covering may be applied by a Tenant.
12. **PEST CONTROL:** Where the Tenant or their guests have brought or allowed pests of any kind, including 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.
13. **CLOGGED DRAINS AND TOILETS:** The Tenant is responsible for all clogged drains and toilets where such clogs arise as a result of the misuse of such drains and toilets and is responsible for damages arising in the Premises or in any other Premises within the Property so affected.
14. **CONDITION OF PREMISES:** At the beginning and expiration of this Lease, and from time to time as the Landlord deems necessary in its sole 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. 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.
15. **PARKING:** The Tenant covenants and agrees that it does not have a right to park any vehicle anywhere on the Property unless it enters into a Parking Space Rental Agreement, which the Tenant acknowledges and agrees may be subject to rent control guidelines or any provision of the *Residential Tenancies Act, 2006*. The Tenant shall not use designated visitor parking spaces at any time or for any reason. A guest of the Tenant may use visitor parking for stays of no more than three (3) days in any calendar year and must gain a pass from the Property Manager.
16. **NO GROWING OR SELLING MARIJUANA, CANNABIS AND HYDROPONIC PLANTS:** Marijuana, including any part of the cannabis plant, whether dried or in a living plant, any extract from the cannabis plant in any form including any distillate or purified substance containing an active ingredient and whether incorporated into an edible or other form, and whether for recreational or medical purposes, and all types of hydroponic plants shall not be grown on the Premises by the Tenant(s) or guest(s) without the prior written consent of the Landlord. No person shall be permitted to advertise, market, sell, distribute or otherwise convey the aforementioned plants anywhere in or on the Property. Modification of the Property for any purpose related to the possession, cultivation or selling of all aforementioned plants is prohibited.
17. **NO WATERBEDS:** Waterbeds are not permitted on or in the Premises.
18. **LOCKOUTS:** It shall not be the responsibility of the Landlord to admit Tenants who have been locked out of their Premises for any reason whatsoever. An administrative charge as specified earlier herein shall be levied to unlock doors if the Landlord or its agent is available and agrees to provide such service, which provision or denial without explanation of such service shall be at the sole discretion of the Landlord.
19. **USE OF OPENINGS:** No object or liquid shall be thrown out of any opening 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 openings. Windows shall be covered only with the drapes or curtains approved by the Landlord. Blinds, drapes and drapery tracks where provided by the Landlord must not be removed or replaced.
20. **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.
21. **BALCONIES:** If any shall not be used for hanging clothes, for cooking or barbecuing or as storage areas. Flower containers must be hung only on the inside of the balcony. Carpeting is not permitted on the balcony. Satellite dishes or antennae are not permitted to be installed on the balconies or on the Property or in the Premises. Alterations or additions to the balcony or railings are not permitted.



22. **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 items shall not be left in the common areas or outside vestibules or entrances to the Premises.
23. **LAUNDRY ROOM:** If pay-per-use laundry facilities are available to the Tenant within the Premises: **(a)** the Tenant shall be entitled to use it at their own risk and expense; **(b)** it is provided by the Landlord for the convenience of all Tenants in the Property; **(c)** the Landlord does not warranty the sufficiency or performance of any machines and the Tenant indemnifies the Landlord from all responsibility for any damage or loss of any kind by reason of the use thereof; **(d)** the Tenant shall remove all items from the machines immediately after the machine cycle has completed; **(e)** 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; **(f)** the Tenant shall keep the laundry room tidy and shall store their detergents and other washing and drying materiel only in a safe and secure area inside their own Premises.
24. **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.
25. **MOVING FURNISHINGS:** Moving of furnishings to and from the Premises may be scheduled only between the hours of 9 a.m. and 5:00 p.m. on designated days or at the discretion of the Landlord. All crates, barrels, packing boxes and the like must be disposed of by the Tenant at the Tenant's sole cost. The Landlord must be advised in writing at least seventy-two (72) hours in advance of a proposed move of any kind. **Tenant's Movers shall provide indemnity to the building and COI prior to move-in.**
26. **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.
27. **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 childcare service.
28. **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.
29. **LANDLORD NOT LIABLE:** The Landlord shall not be liable or responsible for any form of negligence caused by its agents or employees for: **(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; and **(e)** any damage caused by anything done or omitted to be done by any Tenants of the Landlord.
30. **SEVERABILITY:** In the event that any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect without said provision. In such event, the Parties shall in good faith attempt to negotiate a substitute clause for any provision declared invalid or unenforceable, which substitute clause shall most nearly approximate the intent of the Parties in agreeing to such invalid provision, without itself being invalid.
31. **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall together constitute one and the same instrument.

A guide to the standard lease is available at the webpage below.

Una guía del contrato de arrendamiento estándar está a su disposición en la página web que se encuentra abajo.

Makikita sa webpage sa libaba ang gabay sa pamantayang pagpapauya.

Auf der unten genannten Webseite steht ein Leitfaden zum Standardmietvertrag zur Verfügung

Hướng dẫn về hợp đồng thuê nhà chuẩn có tại trang web bên dưới.

Przewodnik dotyczący standardowego najmu dostępny jest na poniższej stronie internetowej.

Руководство по стандартной аренде доступно на веб-странице ниже

Информацию щодо стандартного договору оренди можна знайти на вказаній нижче веб-сторінці.

Un ghid pentru închirierea- standard este disponibil pe pagina de mai jos.

Um guia para o contrato de arrendamento normalizado está disponível na página Web abaixo

您可在以下網頁查看标准租約指南。

您可在以下網頁查看標準租約指南。

Μπορείτε να βρείτε έναν οδηγό για το τυπικό μισθωτήριο στον παρακάτω ιστότοπο.

표준 임대차 계약에 대한 안내는 아래 웹 페이지에 있습니다.

Una guida al contratto di locazione standard è disponibile nella pagina web sottostante.

دليل الإيجار القياسي متاح على صفحة الإنترنت أدناه.

راهنمای اجارنامه استاندارد در وبسایت زیر موجود است.

नीचे आयेला वेबपेज पर मानक लीज माटेनी मार्गदर्शिका उपलब्ध छै.

मानक लीज के नियम नीचे दिए गए वेबपेज पर उपलब्ध है।

ਹੇਠਾਂ ਦਿੱਤੇ ਵੈੱਬਪੇਜ ਤੇ ਮਾਣਕ ਲੀਜ਼ ਗਾਈਡ ਉਪਲਬਧ ਹੈ।

இயல்புமான குத்தகைக்கான வழிகாட்டு முறைகள் கீழே உள்ள வலைப்பக்கத்தில் கொடுக்கப்பட்டுள்ளது

معیاری لیز سے متعلق گائیڈ نیچے ویب صفحہ پر دستیاب ہے۔

<https://www.ontario.ca/standardlease>