

**1. Parties to the Agreement**

Residential Tenancy Agreement between:

**Landlord(s)**

Landlord's Legal Name

**Trass Properties Limited****Note:**

See Part B in General Information

**and Tenant(s)**

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  
**181**Street Name  
**Lester**City/Town  
**Waterloo**Province  
**Ontario**Postal Code  
**N2L 0C2**

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 181	Street Name Lester	PO Box
City/Town Waterloo	Province Ontario		Postal Code/ZIP Code N2L 0C2

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.

::pet.1::

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:

[myrezonlester@studenthousing.com](mailto:myrezonlester@studenthousing.com)

519-884-8819 – OFFICE

519-497-9883 - EMERGENCIES

#### Note:

See Part B and E in General Information

### 4. Term of Tenancy Agreement

This tenancy starts on: \_\_\_\_\_

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

a fixed length of time ending on: \_\_\_\_\_

a monthly tenancy

other (such as daily, weekly, please specify): \_\_\_\_\_

#### Note:

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



**5. Rent**

a) Rent is to be paid on the first (1<sup>st</sup>) (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 (fees are included in base rent):

Utilities

\$60.00

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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:

**MYREZ ON LESTER**

d) Rent will be paid using the following methods:

**RentMoola, Cheque or PAP**

**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 the last date of the month.  
Date (yyyy/mm/dd) Date (yyyy/mm/dd)

f) If the tenant's cheque is returned because of non-sufficient funds (NSF), the tenant will have to pay the landlord's administration charge of **\$20.00** plus any NSF charges made by the landlord's bank.

**Note:**

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

## 6. Services and Utilities

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

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

Provide details about services or list any additional services if needed (if necessary add additional pages):

---

The following utilities are the responsibility of:

- |             |  |                                 |
|-------------|--|---------------------------------|
| Electricity | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| Heat        | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| Water       | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> 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):

MyRez on Lester is a non-smoking building. There shall be no smoking or burning of any materials which produces smoke within the building or on a balcony. Tenants and their guests are prohibited from smoking cigarettes or other substances in any part of the Leased Premises, the Premises, common areas of the building, balconies or stairwells. When smoking on the grounds adjacent to the building, cigarette butts shall be properly disposed of. The parties acknowledge and agree that a breach of the non-smoking provision by the tenant or tenant's guests or invitees shall constitute a serious breach of the landlord's legal interest and other tenants' reasonable enjoyment and may constitute grounds for termination of the tenancy. Any smoking in the Leased Premises, the Premises, common areas, or stairwells will subject the Tenant(s) to a minimum deep-cleaning reimbursement charge of \$250 to reimburse Owner for its costs of cleaning and deodorizing, plus any additional costs of cleaning or repair in connection with smoking or other smoke-related damage.

---

**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)
Property Manager, Canadian Campus Communities Ontario LP on behalf of "Trass Properties Limited"		

### Tenant(s):

Name	Signature	Date (yyyy/mm/dd)

### Note:

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

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

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

**Landlord and Tenant Board:**

Toll free: 1-888-332-3234

Toronto area: 416-645-8080

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

Website: [www.sjto.ca/lrb](http://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

---

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

agreement unless the tenant and new landlord agree to other terms. A new landlord should provide the tenant with their legal name and address.

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)

---

## P. Assign or Sublet (Part VI 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.

---

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.

## SCHEDULE A: ADDITIONAL TERMS

The tenancy created by this Lease (as hereinafter defined) is governed by the Ontario *Residential Tenancies Act, 2006*, S.O. 2006, C. 17, as amended (the "Act"). In this schedule, "Schedules" means all addenda, schedules and/or additional terms attached to the Standard Form of Lease from Service Ontario (the "Standard Form") in accordance with Section 15 of the Standard Form, collectively referred to as the "Schedules" and each individually a "Schedule".]

In this Schedule, "Lease" shall collectively refer to the Standard Form and its Schedules.

Under this Lease the Tenant shall be responsible for the rent for his/her Personal Space within the Premises and shall be jointly responsible together with the Residential Parties for obligations in this Lease relative to common areas of the Premises. The Tenant, subject to compliance with this Lease and in common with others entitled thereto, may use the common areas of the Premises. The Landlord, in its sole discretion, may consent to an assignment or the rental of the Personal Space within the Premises. The Tenant agrees and understands that if a vacancy should exist/occur in another personal space within the Premises then the Landlord, in its absolute discretion and at any time, may lease such personal space and attendant rights to the use of common areas within the Premises to any person.

### 1. LEASED PREMISES

In consideration of the rents, agreements and obligations contained in this Lease, and of the facts stated by the Tenant in his/her application to lease, the Landlord hereby leases to the Tenant the Personal Space in the Premises hereinafter called the "Leased Premises", together with the right to use the common areas of the Premises.

Any balcony/deck/stoop attached to the Leased Premises shall be for the exclusive use of the Tenant but does not form part of the Personal Space. The Landlord reserves the right to cancel the right of access to the balcony/deck/stoop at any time and the Tenant shall not be entitled to any reduction of rent. Furthermore, the Landlord, without notice, at the expense of the Tenant, may remove any item which in the sole opinion of the Landlord is deemed to be detrimental to the appearance of the Apartment Community or the Leased Premises.

### 2. ADDITIONAL SERVICES AND FACILITIES PROVIDED BY THE LANDLORD

The Landlord shall, where applicable, supply the following additional services and facilities: gas, heating and cooling system, hot water, water, smoke alarm, stove, wash and dryer and refrigerator.

### 3. TENANT'S OBLIGATIONS

The Tenant covenants with the Landlord as follows:

#### a) **OCCUPATION OF PREMISES**

The Tenant shall use and occupy the Leased Premises and the common areas of the Premises only as a private residence for occupation by only the Tenant and the Tenant will not allow any other person to occupy the Leased Premises (except for casual guests) without the written consent of the Landlord. A casual guest is considered to be someone who stays not more than two consecutive days in the Premises during any one month. Tenants must have approval from the Residential Parties before a casual guest may be permitted to stay. Guests are not permitted in the Premises when the Tenant is not in attendance and the Tenant is responsible for the actions of the Guest. The Tenant agrees to use the Leased Premises as a residential dwelling and for no other purpose, to abide by the covenants, agreements, rules and regulations of this agreement, the *Residential Tenancies Act, 2006* (RTA) and any successor legislation, and the laws and bylaws of the municipality, province and country where the leased premises is located.

#### b) **LEASE CANCELLATION**

In order to terminate your lease before the five-year end date you must send an email notification to MyREZ on Lester by December 15<sup>th</sup> to terminate your lease for the following year. When you terminate by December 15<sup>th</sup> your lease will end on August 25<sup>th</sup> of the following year.

c) **FIRE HAZARDS**

The Tenant shall not keep any flammable liquids or materials within, or adjacent to, the Leased Premises, except for small quantities in proper containers of items required for normal household use nor allow any activity or permit any condition to exist on the Leased Premises that will create a fire hazard.

d) **FIREARMS AND WEAPONS**

The Landlord prohibits anyone other than a peace officer or a member of the Canadian Forces in the course of duty from having a firearm on the Leased Premises or the Premises. The possession of other restricted, dangerous, or intimidating weapons is also prohibited

e) **NOTIFICATION OF NEED OF REPAIR**

The Tenant shall inform the Landlord immediately via phone or visit to the building front desk or in writing via an approved internet program of any items in the Leased Premises or the Premises in need of repair. Failure to report items in the Leased Premises or the Premises in need of repair may result in the Tenant and the Residential Parties being financially responsible for the necessary repairs and/or resultant damages, if such repairs and damage resulted from the failure of the tenant to report the needed repairs. Except if repairs or replacements are required by normal wear and tear, the Tenant shall be responsible for all repairs/replacements in the Leased Premises and the Tenant together with the Residential Parties shall be responsible for all repairs/replacements in the common areas of the Premises.

f) **PARKING**

Use of any parking space(s) will be governed by a separate agreement.

g) **BUSINESS**

The Tenant must not carry on or permit to be carried on any business, professional or commercial enterprise in the Leased Premises or the Premises or use them for any illegal purpose whatsoever.

h) **NOISE**

Neither the Tenant nor any other person whom he/she permits upon the Leased Premises or the Premises, shall make or permit or allow any undue noise to be made in or about the Leased Premises or the Premises, or do anything, in the opinion of the Landlord, which will annoy, disturb or interfere in any way with the comfort of other tenants in the area and he/she or they shall not repeat or persist in making any such noise, interference or disturbance or in permitting or allowing the same to be made after a request to discontinue the same has been made by the Landlord.

i) **RULES AND REGULATIONS**

The Tenant shall comply with the rules and regulations set out in Schedule C attached to and forming part of this Lease, as well as with any reasonable amendments, additions, and changes to them that the Landlord may make and communicate to the Tenant. The Tenant shall ensure that the rules and regulations are observed by members of his/her family and by any person permitted on the Leased Premises and the Premise by him/her. Failure to comply with all aspects of Paragraph 3 of this Schedule A and/or of Schedule C may result in the termination of the current Lease in accordance with applicable provincial law.

j) **PROXIMITY TO COMMERCIAL BUSINESSES**

The Tenant is advised that despite the inclusion of noise control features within the Apartment Community due to the proximity of the attached commercial spaces, sound levels from the business activities of the commercial tenants will at all times be audible. In order to achieve suitable indoor noise environment, windows may have to remain closed, therefore this dwelling unit has been equipped with a central air conditioning system.

**4. GENERAL TERMS**

The Landlord and Tenant mutually agree as follows:

a) **RESIDENTIAL TENANCIES ACT**

The *Residential Tenancies Act, 2006* and any successor legislation applies to this Lease. The RTA can be viewed on line at [www.ltb.gov.on.ca](http://www.ltb.gov.on.ca).

b) **TAX ASSESSMENT**

The Tenant hereby appoints the Landlord his/her sole agent and attorney for the purposes of disputing any assessment of the Leased Premises and/or the Premises for municipal taxes under the *Assessment Act*, RSO 1990, c A.31 and amendments thereto, including the giving of necessary notices and taking of necessary proceedings to appeal same.

- c) **ABANDONMENT**  
Should the Tenant fail to take possession, or vacates, or abandons the Leased Premises or the Premises without having given proper notice to the Landlord, the Landlord may terminate the tenancy in accordance with provincial law.
- d) **FURNITURE AND PERSONAL EFFECTS**  
Any furniture and personal effects found in or about the Leased Premises or the Premises after the expiration of the Lease, after the Tenant has vacated, abandoned, or been evicted there from may be removed by the Landlord and may be disposed of in accordance with provincial law. The Tenant shall pay to the Landlord the amount of any costs incurred by the Landlord to remove and to dispose of any such furniture and personal effects.
- e) **NO OVER HOLDING**  
The Tenant shall not remain in possession of the Leased Premises after the date specified in a lawful Notice of Termination given by the Tenant to the Landlord or in an Agreement to Terminate entered into by the Landlord and the Tenant.
- f) **WAIVER**  
Any waiver or failure to act by either the Landlord or the Tenant upon any breach of agreement or regulation shall not be considered to be a waiver of such agreement or regulation, generally or of any subsequent breach of any agreement or regulation, and any indulgence granted by the Landlord shall not be considered to grant any such indulgence.
- g) **INTERPRETATION**  
Wherever in this Lease reference is made to the Tenant such reference shall be deemed to include the feminine as well as the masculine gender and the heirs, executors, guarantors, and administrator of the Tenant as the case may be and if there be more than one Tenant as the case may be and if there be more than one Tenant named, the word "Tenant" shall be deemed to be joint and several. If any section, clause or sub-clause in this Lease is held invalid or unenforceable by any court of competent jurisdiction, this Lease shall be interpreted as if such section, clause or sub-clause was not a part of this Lease.
- h) **LIABILITY**  
The Landlord shall not be liable for damage to any person or property, or for loss of property because of, but not limited to, electric wiring, plumbing, ice, snow, steam, leakage, water, explosion, fire, smoke or other cause whatsoever, whether the same be caused by the default or negligence of the Landlord or another Tenant. Also the Landlord shall not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or other person who may be upon the Premises, the Apartment Community or on the sidewalk, laneways or street adjacent to the same.
- i) **FORCE MAJEURE**  
The performance by either party of its obligations under this Agreement shall be extended by a reasonable period of time if such performance of the respective party is impeded by an unforeseeable event beyond such party's control, which shall include but not be limited to acts of God, industrial actions, riots, wars, embargo, or requisition (acts of government) hereinafter referred as "Force Majeure".
- j) **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 this agreement. The Tenant warrants the truth of all facts contained therein, and agrees that any mis-statement or omission in the said Rental Application constitutes a material misrepresentation rendering this Agreement voidable at the option of the Landlord.
- k) **OBLIGATIONS BINDING ON GUARANTORS, HEIRS, ETC.**  
Everything contained in this Agreement shall extend to, and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each party hereto. The provisions hereof shall read with all grammatical and gender changes necessary and any singular reference to the Tenant shall be deemed to include all Tenants of this agreement.
- l) **ENTIRE AGREEMENT**  
The Tenant acknowledges that prior to signing this Agreement, the Tenant has received a copy of and read this Agreement and consents to the terms, covenants, conditions, and provisions herein. This agreement and the Rental Application constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and there are not and shall not be any verbal statement, 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 respect except by written instrument.

**m) COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together constitute one and the same instrument.

**n) P.I.P.E.D.A. DECLARATION**

The Landlord and the Tenant that has signed this Lease, agree and consent that commercial and/or personal information, as defined by the *Personal Information Protection and Electronic documents Act* (Canada), its successor legislation, or any other laws applying in Ontario governing the use and disclosure of information, may be provided to any other party that signs this Lease, the Residential Parties, their partner, or partner/business associate of the Landlord, at the Landlord's sole discretion as deemed necessary. Common examples include but are not limited to Residential Parties within the Premises, any provider of utilities, services, and/or other commodities to the building for the purpose of administering, marketing, promoting, or providing such utilities, services and/or other commodities

**o) RELOCATION OF TENANT**

Landlord specifically reserves the right to relocate Tenant to another similar apartment in myRez on Lester due to an emergency situation which renders the Tenant's assigned unit uninhabitable or if Landlord considers continued residency in said unit to be a safety or security issue. Landlord will provide Tenant with a 14 day notice outlining the required date of relocation. Landlord shall assist Tenant in moving Tenant's personal property in the event of a mandatory relocation. Relocation of Tenant does not alter the terms of the lease agreement. Any fees for relocating upgraded cable or internet purchased by the tenant will be covered by the landlord.

SCHEDULE B: GUARANTEE

GUARANTOR INFORMATION \* *All fields are required*

Name: \_\_\_\_\_  
Current Address: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Date of Birth (MM/DD/YYYY): \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender:  Male  Female  
Driver's License/Passport Number: \_\_\_\_\_  
Current Employer: \_\_\_\_\_  
Employer Address: \_\_\_\_\_  
Employer Phone: \_\_\_\_\_

**THIS GUARANTEE AGREEMENT ("Guarantee") IS EXECUTED BY THE UNDERSIGNED GUARANTOR IN CONNECTION WITH THAT CERTAIN LEASE AGREEMENT (the "Lease") EXECUTED BY myREZ on Lester, Canadian Campus Communities, LP and Trass Properties Ltd. ("Landlord") and \_\_\_\_\_ ("Tenant"), A COPY OF WHICH LEASE IS ATTACHED HERETO.**

In consideration of the Landlord entering into this Lease, whether written, oral or implied, with the Tenant for the Leased Premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned Guarantor covenants, undertakes and agrees with the Landlord, its successors and assigns, as follows:

- a) AS GUARANTOR, I GUARANTEE THE RENTAL PAYMENTS REQUIRED TO BE MADE BY THE TENANT TO THE LANDLORD FOR THE LEASED PREMISES AND THE PERFORMANCE OF ALL THE TENANT'S COVENANTS PURSUANT TO THE LEASE AND ALL RENEWALS, EXTENSIONS AND OVERHOLDING THEREOF REGARDLESS OF WHETHER OR NOT I HAVE BEEN INFORMED OF THE TERMS OF ANY SUCH RENEWAL, EXTENSION OR OVERHOLDING.
- b) In the event that the Tenant fails to pay rent in accordance with the Lease, the Guarantor covenants and agrees to pay the rent that is in arrears directly to the Landlord forthwith. In the event that the Tenant is in breach of any covenant of the Lease, the Guarantor covenants and agrees to pay any and all costs and disbursements including any agency, legal or other fees incurred by the Landlord for the collection of the arrears of rent or the performance of any covenant.
- c) The Guarantor covenants and agrees to guarantee the payment of any damages wilfully or negligently caused by the Tenant, his or her invitees, guests and subtenants. In the event that the Tenant fails to rectify such damages or fails to pay for the damages, the Guarantor covenants and agrees to pay the Landlord directly for the said damages.
- d) The Guarantor covenants and agrees to update any information requested by the Landlord, including financial and contact information, on an annual basis, on the form prescribed by the Landlord.
- e) In the event that legal proceedings are commenced against the Tenant herein, or an application concerning the rent for the Leased Premises is made, the Guarantor covenants and agrees that all documents may be served on the Guarantor by the Landlord by delivering same to the Leased Premises in accordance with the *Residential Tenancies Act, 2006* [the 'Act'], as amended or replaced from time to time, and it shall be the responsibility of the Tenant to ensure that the documents served are forwarded to the Guarantor. Documents served in this manner by the Landlord are deemed delivered. The Guarantor further saves and holds the Landlord harmless in the event that the Tenant does not forward or otherwise notify the Guarantor of the service of any such documents.
- f) The Guarantor covenants and agrees that this Guarantee applies to any arrears of rent that may become due as a result of an order increasing the rents made under the Act, or any successor Acts.
- g) The liability of the Guarantor shall not be released, discharged or limited by any extension of time or indulgence granted to the Tenant or by any variation in or departure from the terms of the Lease or any other Act or failure to act by the Landlord. The Landlord shall not be bound to exhaust its recourse or remedies against the Tenant before pursuing and enforcing its rights against the Guarantor. NOTHING BUT PAYMENT AND SATISFACTION IN FULL OF ALL COVENANTS IN THE LEASE UNTIL LAWFUL TERMINATION OF THE LEASE INCLUDING ALL EXTENSIONS, RENEWALS AND OVERHOLDING THEREOF, SHALL RELEASE THE GUARANTOR FROM THIS GUARANTEE.
- h) The obligations of the Guarantor shall not be released, discharged or affected by the bankruptcy or insolvency of the Tenant or any proposal made by the Tenant to his or her creditors or any repudiation of the Lease pursuant to the *Bankruptcy and Insolvency*

Act, R.S.C. 1985, c. B-3, or any successor or similar legislation, or any disclaimer by any trustee in bankruptcy of the Tenant or by any event terminating the Lease, including a re-entry or termination. If, during the term of the Lease, including any extensions or renewals thereof, the Tenant makes an assignment for the general benefit of creditors, or if a receiving order in bankruptcy is made against the Tenant, and the assignee or trustee, as the case may be, surrenders possession, rejects, disaffirms or disclaims the Lease, or if the Lease is terminated other than by surrender accepted by the Landlord, the Guarantor shall forthwith, on the demand of the Landlord, at the Guarantor's expense, accept from the Landlord a Lease of the Leased Premises (the "New Lease") for a term equal to the unexpired portion of the term of the Lease from the date of such surrender, disclaimer or termination at the same monthly rent and with the same covenants and provisions as are contained in the Lease. If the Landlord tenders a New Lease to the Guarantor for execution and the Guarantor fails to execute and return the New Lease within seven (7) days after such tender, the Guarantor shall become liable to pay to the Landlord forthwith as liquidated damages an amount equal to the total monthly rent reserved by the New Lease.

- i) In this Guarantee wherever the singular number is used it shall include the several and vice versa. Wherever the context so requires, if there is more than one Guarantor, their liability shall be joint and several.
- j) This Guarantee is binding on the Guarantor's successors, administrators, heirs, executors, personal representatives and assigns. This Guarantee shall be binding and remain in full force and effect during the term of the Lease entered into between the Landlord and the Tenant, and shall continue in full force and effect during any extension, renewal and over holding of the term for the Lease by the Tenant or any of them, the Tenant's guests, invitees and/or subtenants. The Guarantor's obligations hereunder may be assigned by the Landlord and will benefit and be enforceable by the successors and assigns of the Landlord and all parties who, for the time being, have the status of Landlord under the Lease or at law. For greater certainty, in the event that the Tenant is or becomes a monthly tenant, the Guarantor irrevocably covenants and agrees to guarantee the rental payment then in effect and the covenants of the Tenant for as long as any of them, their invitees, guests, subtenants and assigns are occupying the Leased Premises. The Guarantor acknowledges receipt of an executed copy of the document containing this Guarantee on the date of execution set out below.
- k) The Guarantor, without restriction, consents and agrees that if any required payment to the Landlord, including but not limited to monthly rental payments, has not been paid by the Tenant by the required date due and more than 10 days have elapsed since the required payment date, the Guarantor will arrange for payment of the amount due on behalf of the tenant.

**GUARANTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Name

## SCHEDULE C: RULES AND REGULATIONS

The following rules and regulations are in amplification of Paragraph 3, Schedule A and apply to the Tenant, their agents, family or guests while occupying or visiting the Leased Premises and/or the Premises.

### 1. **FUMIGATION:**

The furniture, furnishings and personal effects of the Tenant to be brought into the Leased Premises and/or the Premises shall be in clean and sanitary condition and, shall be subject to inspection by the Landlord who may require the Tenant to fumigate same at the Tenants expense before being moved into the Leased Premises. The Landlord from time to time during daylight hours throughout the occupancy of the Leased Premises by the Tenant shall have the right to enter into the Leased Premises and/or the Premises upon giving twenty-four (24) hours prior notice in writing to the Tenant to inspect the sanitary condition of all furniture, furnishings and personal effects therein. When necessary in the opinion of the Landlord, the Landlord may undertake and carry out at the sole expense of the Tenant, all appropriate steps by fumigation or otherwise to eliminate rodents or vermin infesting the Leased Premises and/or the Premises, or demand that any furniture, furnishings or personal effects to be removed from the Leased Premises and/or the Premises if it is determined the cause of the infestation is a result of negligence on the part of the tenant.

The Tenant agrees to maintain the Leased Premises and/or the Premises in a manner that prevents the occurrence of an infestation of bed bugs and other pests. The Tenant shall immediately notify Manager in writing of the presence of bedbugs and any other pests.

- The Tenant agrees to keep the Leased Premises and/or the Premises in clean and sanitary condition at all times and further agrees not to introduce any furniture or textiles with unknown origins into the apartment.
- The Tenant agrees to cooperate with Manager with timely access to the Tenant's Leased Premises and/or the Premises to inspect, plan, and eradicate pests and the Tenant agrees to complete all tasks recommended by a qualified expert.
- The Tenant agrees to immediately notify Manager in writing of any signs of re-infestation or indications that treatment has been ineffective.
- The Tenant agrees that the Tenant may be responsible for all costs incurred to remedy any infestation that may occur including, but not limited to, professional pest control services and replacements costs of furnishings provided by Landlord if it is determined the cause of the infestation is a result of negligence on the part of the tenant.
- The Tenant agrees that neither the Landlord nor Manager is liable to the Tenant or the Tenant's guests for personal injury, damage, nor loss of personal property related to pest infestation.

### 2. **MOVING:**

Household furniture and effects of the Tenant shall not be taken into or removed from the Leased Premises and/or the Premises except at such times and in such manner as may be previously consented to and approved by the Landlord, and all damage to the Leased Premises, the Premises or to the Apartment Community caused by moving such furniture and effects into or out of the Leased Premises shall be made good at the Tenant's expense by a Landlord approved and/or selected tradesperson.

*Moving In – The Tenant agrees to move in to the Leased Premises after 3:00pm on the first day of tenancy. The Tenant on moving into the Leased Premises will complete and immediately return to the Landlord an "Incoming Inspection Report". Failure to submit said report will result in the Landlord assuming the Leased Premises is in a state of immaculate condition.*

*Moving Out – The Tenant agrees to vacate the Leased Premises and the Premises by 12:00pm (noon) on the final day of this Tenancy Lease Agreement. The Leased Premises shall be left fit for occupancy by the new tenant, clean, undamaged and with all furniture and refuse removed. All appliances will be left in immaculate condition, inside and outside. Should the Landlord be required to additionally clean the Premises as a result of the Tenant's failure to comply with this clause, the Tenant shall pay all costs of cleaning and the costs arising out of any vacancies that are caused because of the necessity to leave the Premises vacant while it is cleaned and/or repaired.*

### 3. **HALLS:**

The sidewalks, stairways, fire escapes and vestibules shall not be obstructed or used for any purpose other than gaining access to and from the Leased Premises and the Premises.

### 4. **BALCONIES, WINDOWS AND SCREENS:**

No articles of any description shall be hung from the windows, doors or balconies and nothing shall be placed on the interior or exterior windowsills or stored on the balconies. The Tenant shall not throw any article from a window or balcony or remove any window screen or pane except for cleaning purposes and such screen or pane shall be replaced immediately after cleaning. The Tenant and their guests are prohibited from climbing in or out using the balcony structure.

**5. EXTRA APPLIANCES:**

The Tenant shall not install any appliance which has not been provided by the Landlord and may be incompatible with the heating and/or electrical system. Dishwashers, washing machines and dryers shall not be permitted in the Leased Premises or the Premises.

**6. HOVERBOARDS:**

Hoverboards and all other similar forms of motorized scooters or motorized personal transportation devices not otherwise permitted in your lease are recognized as potential fire hazards and are prohibited from being used and/or stored in the community. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.

**7. SIGNS:**

The Tenant shall not display any sign, advertisement or notice, in or about the Leased Premises or the Premises, except for campaign posters during a Federal, Provincial or Municipal election.

**8. GARBAGE:**

All garbage shall be disposed of by enclosing same in bags that must be tightly secured, with recyclable items placed properly in blue or grey boxes. Bulky items shall be disposed of as directed by the Landlord at the expense of the Tenants if applicable.

**9. WATER:**

Water shall not be left running unless in actual use.

**10. ANTENNA:**

No radio antenna, television antenna or satellite dish of any description shall be in or about the Leased Premises or the Premises without prior written permission having been received from the Landlord.

**11. INTERNET:**

The Internet provided by the Landlord is to be used for legitimate purposes to facilitate the Tenant's education and research. The Tenant agrees to not abuse the internet service by downloading or uploading illegal files, music, videos or allowing others to do the same. The Tenant acknowledges that the use of the internet is being monitored by the service provider and that any abuse will result in notification of the same to the Landlord who reserves the right to restrict use of the internet service by the Tenant for a period of time. If service is restricted due to abusive use by the Tenant or the Tenant's guest, the Tenant acknowledges that no adjustment will be made to rent and full payment will be made with each monthly rental installment.

**12. STORAGE ROOMS:**

Storage Rooms on the Leased Premises are located in public hallways on floors 2 through 17. Items placed by the Tenant in the Storage Rooms are done so at the Tenant's risk and at a cost of \$50 per month on a first come, first served basis. The Landlord will not be liable for items stolen or damaged as the result of malfunction of electrical, mechanical, or failure of any other physical infrastructure throughout the Leased Premises.

**13. PERSONAL PROPERTY:**

All personal property placed in the Leased Premises or in any storage rooms or parking areas in the building shall be at the sole risk of the owner of such personal property. The Landlord shall not be responsible for any loss or damage to such personal property from any cause whatsoever other than through the negligent or willful conduct of the Landlord. The Tenant will ensure that none of his/her personal property is situated on the grounds surrounding the Leased Premises or the Premises in order to allow for regular grounds maintenance. The Landlord is not responsible for any damage caused to personal property left by the Tenant on the grounds surrounding the Leased Premises or the Premises that is damaged by grounds maintenance.

**14. RESPECT:**

The Tenant shall respect the rights and privileges of other tenants in the building.

**15. DISEASE:**

The Tenant shall immediately report to the Landlord and to the appropriate health authority any case of infectious or contagious disease occurring in the Leased Premises or the Premises.

**16. LAUNDRY:**

The use of the laundry facilities including washing machines and dryers shall be subject to the rules and regulations provided by the Landlord or agent. The security of a Tenant's items is his/her responsibility. The Landlord is not responsible for items lost or damaged while using the laundry facilities. Washers and dryers are not permitted within the Leased Premises or the Premises.

**17. SNOW REMOVAL:**

The Tenant shall be responsible for the removal of all snow and ice from the Tenant's apartment balcony/terrace adjacent to the Premises.

**18. BARBEQUES:**

Due to fire regulations, the storage of propane barbeques and/or use of barbeques on balconies are prohibited and any apparatus found in the Leased Premises and/or the Premises may be immediately removed at the Tenant's expense. No action shall lie against the Landlord in repletion, conversion, damages or otherwise as a consequence of such removal. When barbeques are used on the land on or adjacent the Premises or the Apartment Community, the user should ensure the smoke or odor emitted does not disturb others and the cylinders and waste are properly and safely disposed of.

**19. DRAPES/BLINDS:**

Drapes, drapery tracks or blinds where provided by the Landlord will not be removed from windows.

**20. PROHIBITED ACTIVITIES:**

Neither the Tenant nor the Tenant's guests will be allowed to engage in the following prohibited activities: (i) loud or obnoxious conduct (ii) disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community, (iii) possessing, selling or manufacturing illegal drugs/controlled substances (including medical marijuana) or illegal drug paraphernalia (iv) engaging in or threatening violence or any criminal activity (v) possessing a weapon, (vi) discharging a firearm in the Apartment Community, (vii) displaying a firearm, BB gun, pellet gun, any other air powered weapon, knife or other weapon in the Apartment Community in a threatening manner, (viii) canvassing or soliciting business or contributions, (ix) operating a business or child care service within the Premises or Apartment Community, (x) storing anything in closets having gas and/or electric appliances, (xi) tampering with utilities or utility systems, (xii) bringing or storing hazardous materials into the Apartment Community, (xiii) using candles or kerosene or gas lamps in the Apartment Community.