

- COVENANTS** A. The Tenant agrees to abide by the covenants, agreements, and all provisions of this Agreement and the Landlord's Rule and Regulations and is deemed to have given notice hereof to any person who resides in the Rented Premises. It is agreed that the Landlord shall be entitled to enforce the provisions of this Agreement against the Tenant in Court or Tribunal of competent jurisdiction in the event of a breach of performance by the Tenant and the Landlord shall have the right to re-enter the Rented Premises and obtain vacant possession thereof in the event of non-payment of rent or breach of any of the covenants, agreements, or provisions of this Agreement by the Tenant, provided such rights are exercised in accordance with the RTA. The Tenant shall be responsible for all legal costs on a Solicitor and own Client basis and for all other expenses incurred by the Landlord as a result of the Tenant's breach.
- TENANTS' LIABILITY** B. The Tenant understands that all Tenants designated under *Section 1 - Parties to the Agreement* of the Residential Tenancy Agreement (Standard Form of Lease) are jointly and severally responsible for the Total Lawful Rent indicated under *Section 5.b) - Rent* of the Residential Tenancy Agreement (Standard Form of Lease). The Landlord is not bound to abide by the individual contributions decided among the Tenants themselves.
- GUARANTOR'S LIABILITY** C. In consideration of the execution and delivery of this Tenancy Agreement by the Landlord, the Guarantor, as the principal debtor, agrees to execute an agreement made collateral to this Tenancy Agreement which, upon execution by the Guarantor and the Landlord, shall be deemed to constitute a part of, and be incorporated into, this Tenancy Agreement with the Guarantor deemed to be a party to this Tenancy Agreement. The Guarantor further agrees that liability under the guarantee shall continue until such time as this Tenancy Agreement is terminated and the Guarantor continues to be liable and bound by this guarantee during any renewals and extensions, statutory or otherwise, of the term of this Tenancy Agreement.
- LATE RENT PAYMENTS** D. (i) The Tenant hereby acknowledges that any late payment of rent may be recorded with any credit agency or credit bureau and may be used by the Landlord in support of an application to terminate the lease.
(ii) The Tenant hereby acknowledges that the Total Lawful Rent is due, in full, on the first (1st) of every month and that any late payment of rent may lead to the issuance of a *Notice to End a Tenancy Early for Non-payment of Rent (N4)*.
- ASSIGNMENT OF RENTED PREMISES** E. The Tenant acknowledges the right of the Landlord to consent to, or refuse to consent to, the assignment of the Rented Premises. The Tenant covenants not to assign the Rented Premises without first requesting, in writing, and receiving written leave of the Landlord to do so. If the Landlord consents to an assignment of the Rented Premises, an administration fee of **\$150.00** will apply to all successful assignments.
- SUBLET OF RENTED PREMISES** F. The Tenant covenants not to sublet the Rented Premises without first requesting, in writing, and obtaining the Landlord's written consent to sublet to the prospective Tenant. The Tenant shall not sublet the Rented Premises for a term which ends after the end of the tenancy. No consent to a sublet shall be granted by the Landlord unless the Tenant first provides to the Landlord a copy of an executed written sub-tenancy agreement specifying the date of termination of the sub-tenancy and specifying that the sub-tenancy agreement shall not be amended by the parties without first obtaining written consent of the Landlord thereto, which consent may be reasonably withheld. If the Landlord consents to a sublet of the Rented Premises, an administration fee of **\$150.00** will apply to all successful subtenancies.
- USE OF PREMISES** G. The Tenant agrees to use the Rented Premises only as a Residential dwelling. The Tenant agrees not to carry on, or permit to be carried on, in or upon the Rented Premises or any part thereof, any trade, business, occupation, or illegal act. The Tenant shall not permit the Rented Premises to be occupied by anyone other than the persons listed as Tenant. The Tenant may not use the Rented Premises for short term accommodations, such as, but not limited to, *AirBnB* and *Booking.com*. Further, all the Tenant's guests (spouse, friend or other persons) must abide by the Rules and Regulations as described in the Standard Lease Agreement Form and Additional Terms. As host, the Tenant is held accountable and responsible for the conduct of the Tenant's guest
- CONDITION OF PREMISES** H. The Tenant hereby undertakes to notify the Landlord, in writing, within seven (7) days of the commencement of the lease term, of any deficiencies in the condition of the Rented Premises. The Tenant hereby agrees to maintain the Rented Premises in the same condition as existed at the commencement of this Tenancy Agreement or as improved by the Landlord thereafter, with reasonable wear and tear excepted. The Tenant shall provide prompt notice of any accident or defects involving pipes and fixtures, heating apparatus, electric lights, or any equipment or installations, and shall be liable for any damages caused by failure to give such notice. The Tenants agree to test the smoke detectors located in the rented premises on a monthly basis and to promptly inform the Landlord in writing of any defects.
The Tenant acknowledges that the Rented Premises may be delivered to the Landlord by the previous Tenant(s) within days prior to the commitment of this Tenancy Agreement. The Tenant acknowledges that while the Landlord may endeavor to clean, paint, and/or otherwise repair the rental unit prior to the commencement of this Tenancy Agreement, the Tenants acknowledge and agree that the Landlord shall have, within 30 days from the commencement of this Tenancy Agreement, to clean, paint, and/or otherwise repair the rental unit in accordance with the provisions of this Lease Agreement, and the Tenant agrees that there shall be no reduction and/or abatement of rent during this time.

The Tenant acknowledges that the Rented Premises may include a shared common area(s) that are/will be made available for multiple Tenants. While the Landlord will, in all reasonable efforts, attempt to clean and prepare the common areas, the Landlord shall be indemnified from all liabilities tied to the cleanliness, organization, and/or use of the common areas once those efforts have been met.

**CARE OF
PREMISES**

- I. The Landlord shall maintain the Rented Premises in a good state of repair and fit for habitation during the term. The Tenant agrees to keep the Rented Premises in a reasonable state of cleanliness and shall be liable for costs of repair or damage to the Rented Premises or the Landlord's Premises caused by wilful or negligent conduct of the Tenant, their guests, or any other person, pet, or animal who may be permitted upon the Rented Premises or Landlord's Premises by the Tenant. In order to respect both the *Ontario Fire Code* and the *Ontario Building Code*, all personal effects (i.e. boots and shoes) belonging to the Tenant should be kept within the Rented Premises and not in any public hallway.

The Tenant agrees to advise the Landlord, in writing, of any repairs or maintenance required to be done by the Landlord. Upon written notice to the Landlord of any repairs or maintenance required to be done, the Tenant shall allow the Landlord a reasonable opportunity to effect repairs or maintenance that the Landlord is required to undertake by law or under this Tenancy Agreement. The Tenant shall not call upon any person not employed by the Landlord to effect any repair or maintenance of the Rented Premises.

LIABILITY

- J. The Landlord shall not, in any event whatsoever, be liable, in any way, for:
- a. Personal injury or death, and any loss, damage, or injury to any property, including vehicles and their contents, that may be suffered by the Tenant, their guests, or any other person, pet, or animal who may be permitted upon the Rented Premises or Landlord's Premises by the Tenant; or
 - b. Without limiting the generality of the foregoing, any damages to any such property caused by steam, water, ground water, rain, or snow which may leak into, issue, or flow from any part of the Rented Premises or Landlord's Premises, or from the water steam, sprinkler, drainage pipes, plumbing works, or electrical or other wiring; or
 - c. Any damage caused by anything done or omitted to be done by any other Tenants or the Landlord; or
 - d. Any damage to, or loss of, property left in or upon the Rented Premises subsequent to the Tenant giving up possession of the Rented Premises, whether or not said delivery of possession by the Tenant was voluntary, whether caused by or attributable to anything done or omitted to be done by the Landlord or other Tenants; or
 - e. Any damage to, or loss of property, incurred by the Tenant as a result of an 'Act of God', such as, but not limited to, the following: severe storm, lightning, flood, infestation of vermin or insects, etc.

In case of breakdown of the elevator, the electrical system, the appliances, or other mechanical systems, the Landlord will repair with reasonable diligence but will not be liable for any damages for personal injury, loss, or damage to property. Cameras, which may be recorded or monitored live, may operate in designated areas of the Landlord's premises and are intended to serve as a deterrent. Notwithstanding the presence of the cameras, the general liability clause herein continues to apply.

**ABANDONED
PREMISES**

- K. If rent is unpaid after the due date, and it appears to the Landlord that the Tenant has vacated or abandoned the Rented Premises, the Landlord may enter the Rented Premises and, in addition to all other rights reserved to the Landlord, may re-rent the Rented Premises. The Rented Premises shall be deemed to have been vacated or abandoned if an inspection reveals the Rented Premises barren of the Tenant's furnishings and/or effects, but this clause shall not be construed so as to limit or restrict the circumstances under which the Rented Premises may be deemed to be vacated or abandoned. The Tenant agrees to pay the Landlord any costs incurred by the Landlord in respect of commission fees, advertising, administrative costs, storage fees, and all costs of redecorating and cleaning, in addition to any arrears of rent and damages. Upon re-entry by the Landlord, upon termination of the lease, or upon abandonment or vacating of the Rented Premises by the Tenant or pursuant to a Court or Tribunal Order, the Landlord may dispose of any articles, belongings, effects, or furnishings of any kind found at the Rented Premises or the Landlord's Premises in accordance with the provisions of the applicable legislation.

TERMINATION

- L. In the event the Tenant wishes to terminate the lease and vacate the premises at the end of the term herein, the Tenant, as per the Residential Tenancy Act, shall give written notice [*Tenant's Notice to End the Tenancy (N9 Form)*] to the Landlord not less than sixty (60) days prior to the end of the term. If no notice pursuant to this paragraph has been delivered by the Tenant, the Tenant shall become a monthly Tenant under the terms and conditions of the *RTA, 2006*. If, as a monthly Tenant, the Tenant wishes to terminate the lease, they shall give written notice [*Tenant's Notice to End the Tenancy (N9 Form)*] to the Landlord, not less than sixty (60) days prior to the termination date.
- i. The Tenant agrees to vacate the Rented Premises by Noon (12 o'clock p.m.) on the final day of the lease.
 - ii. Upon termination of the lease, the Tenant shall give vacant possession and deliver all keys and access cards to the Rented Premises to the Landlord. If the Tenant does not provide vacant possession of the Rented Premises on or before the termination date but prior to the end of the month, each Tenant will be charged a daily fee of **\$100.00**.

(Applicant(s) Initials)

- iii. After service of the notice of termination, the Tenant shall arrange with the Landlord to complete an outgoing inspection, which shall be signed by both parties. Failure to complete an outgoing inspection will be deemed acceptance by the Tenant of the Landlord's copy of same.
- iv. The Rented Premises shall be left fit for immediate occupancy by a new Tenant, clean, undamaged, and with all furniture and garbage removed. Should the Landlord have to clean or treat the Rented Premises as a result of the Tenant's failure to comply with this obligation, the Tenant shall reimburse the Landlord for all costs incurred [as listed in the *Schedule "C"* attached to this lease]

**UNABLE TO GIVE
POSSESSION**

- M. **Landlord** will not pay damages to **Tenant** if **Landlord** cannot give possession for reasons beyond **Landlord's** reasonable control. If **Landlord** is unable to give possession of the **Rented Premises** to **Tenant** on the date when the **Lease** is to start, **Rent** will be abated on a daily basis until the Tenant is able to take possession of the **Rented Premises**. **Tenant** must pay **Rent** or **Additional Rent** for any part of a month that **Tenant** has possession.
If the **Landlord** places the Tenant in temporary reasonable accommodations until the Tenant can take possession of the Rented Premises, the Tenant will continue to pay the **Landlord** the total lawful rent as agreed upon in the *Standard Lease Agreement [5(b)]*.
Tenant may end the **Lease** if possession of the **Unit** is not given to **Tenant** within 60 days of the date the **Lease** begins. **Tenant** must give notice to **Landlord** in writing before the 6th day after the 60-day period has expired to end the **Lease**. The **Lease** will continue if **Tenant** does not give **Landlord** written notice that **Tenant** is ending **Lease**. All duties and obligations of **Tenant** under the **Lease** will remain in effect.
If **Landlord** violates this **Lease**, before **Tenant** may bring any action against **Landlord** for such violation, **Tenant** must first give **Landlord** written notice of the nature of **Landlord's** violation and allow **Landlord** 30 days to remedy it.

RELOCATION

- N. The Landlord reserves the right to relocate the Tenant to alternate premises in the Building or one of the other buildings owned by it or its affiliates in the vicinity of the Building, if in the Landlord's opinion, such a relocation would be for the betterment of the Building.

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

- O. The Landlord and the Tenants who have 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 or partner/business associates of the Landlord at the Landlord's sole discretion, as deemed necessary. Common examples include, but are not limited to, 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. By agreeing to the terms and conditions contained herein and for other good and valuable consideration, you hereby acknowledge and agree that the Landlord may collect, use, and disclose your personal information, including your e-mail address, to all affiliates of the Landlord as well as any third parties with whom the Landlord or its affiliates have a commercial relationship, which will enable such affiliates or third parties to contact you to develop, enhance, market, sell, or provide products and services offered by, or affiliated with, the Landlord, its affiliates, or any third parties.

**CORDONING
OR BREACH**

- P. No change in the provisions of this Tenancy Agreement shall be deemed to have been made unless by written agreement executed by an authorised Landlord representative and the Tenant.

**ENTIRE
AGREEMENT**

- Q. The Tenant agrees that the attached Rules and Regulations and upon notice, any additions and amendments thereto, are part of this Tenancy Agreement and shall be observed by the Tenant, an occupant, any member of the Tenant's family, the Tenant's agents or guests, or any other person who may be permitted in or about the Rented Premises or the Landlord's Premises by the Tenant. Any loss, costs, or damages incurred by the Landlord by reason of breach of any of the Rules and Regulations shall be borne by the Tenant responsible and recovered by the Landlord in the same manner as rent. The Tenant agrees to indemnify the Landlord with respect to any claims, actions, suits, proceedings, damages, costs, and expenses that the Landlord may incur as a result of the Tenant's failure to comply with the Rules and Regulations.

INTERNET

- R. The Tenant understands that basic internet is provided as a fixed utility and may experience disconnections or slower speeds during peak times. The **Tenant** understands that the internet is provided by the Landlord and is to be used for legitimate purposes only. Therefore, the Tenant agrees not to abuse this service by downloading illegal files, music, videos or allowing others to upload files from the **Tenant's** computer. The **Tenant** acknowledges that the use of the internet is being monitored by the service provider. Tenants utilizing shared internet for gaming or significant uploading/downloading may wish to contact the Landlord in order to secure services more appropriate for their usage. Any additional services required for such accommodations would be at the Tenant's cost. **[Sub-Section "R" ("Internet") is only applicable if Internet is included in "Section 6. Services and Utilities" of the Residential Tenancy Agreement (Standard form of Lease).**

RULES AND REGULATIONS

Quiet Enjoyment

- i. The Tenant, an occupant, any member of the Tenant's family, the Tenant's agents or guests, or any other person who may be permitted in or about the Rented Premises or Landlord's Premises by the Tenant shall not make or permit any improper noise in or about the Rented Premises or Landlord's Premises, or do anything that will annoy or disturb or interfere in any way with the Landlord, other Tenants of the Landlord, or those having business with them [See *By-Law No. 2017-255*].
- ii. In the event that the Tenant's actions or behaviour in any way contravene the *Human Rights Code of Ontario* vis a vis discrimination or harassment of other Tenants of the Landlord, or the Landlord's agents or employees, such contravention shall constitute sufficient cause for termination of the lease and the Tenant shall be responsible for all the Landlord's losses, damages, costs, and expenses resulting therefrom.

Access

- iii. The sidewalks, entry, passageways, and stairways used in common shall not be obstructed or used for any purpose other than proper access to and from the Rented Premises or Landlord's Premises. Bicycles and e-bikes shall be kept only in areas designated by the Landlord.
- iv. The Tenant agrees not to erect or construct any partitions or fences on, in, or about the Rented Premises or the Landlord's Premises.
- v. The Landlord shall have the right to limit access to the Rented Premises or Landlord's Premises to delivery services.

Locks

- vi. In the event the Tenant locks themselves out of the Rented Premises, the Landlord shall not be obligated to unlock the Rented Premises and the Tenant shall be responsible for costs of re-entry, including, but not limited to, locksmith charges, charges for damages howsoever caused, and any service charge payable to the Landlord if the Landlord agrees to unlock the Rented Premises.
- vii. The Tenant shall pay the Landlord's replacement cost for any additional or replacement keys and entry cards.
- viii. Where required by local bylaw, the Tenant acknowledges that safety locks, door locks, and door closures have been installed by the Landlord and the Tenant agrees to notify the Landlord, in writing, should they become inoperative.

Parking

- ix. Any parking space allotted to the Tenant by the Landlord may be used only for the purpose of parking one private passenger vehicle that is regularly operated by the Tenant. Without limiting the generality of the foregoing, it is expressly understood and agreed that the Tenant shall not park or store on the Rented Premises or the Landlord's Premises any additional vehicle, any vehicle which has been abandoned or is inoperable, or any vehicle that does not bear any valid licence permit, and, furthermore, that the Tenant shall not park or store on the Rented Premises or the Landlord's Premises any commercial vehicle, recreational vehicle, trailer, boat, or any other object.
- x. In the event that the Tenant contravenes any of the provisions of the above, the Landlord shall have the right to remove the automobile, vehicle, trailer, board, or object at the Tenant's risk and expense. No action shall lie against the Landlord in replevin conversation, damages, or otherwise as a consequence of such removal and the Tenant shall reimburse the Landlord for any expense which the Landlord may incur in removing, storing, or disposing of any automobile, trailer, boat, or object.
- xi. No repairs, cleaning, washing, or maintenance of any vehicle, shall be carried out on the Landlord's property.

Alterations and Installations

- xii. The Tenant shall not paint or wallpaper any portion of the Rented Premises, or erect or cause to be erected any structure in, about, or upon the Rented Premises, or permit or make any alterations or changes in or about the Rented Premises without the prior written consent of the Landlord.
- xiii. It is strictly prohibited for the Tenant to change or alter any and all locks (i.e. front door, emergency fire exit door, apartment door, bedroom door and bathroom door) located on the Property and the Rented Premises.
 - i. In the event that the Tenant changes the bedroom locks, the Tenant will be held responsible for the cost assumed by the Landlord in order to change the locks back.
 - ii. The Tenant accepts to assume all fines given to the Landlord by the *Ontario Fire Department* in the event that the Tenant has proceeded to alter or change the locks located on the Property and the Rented Premises.
- xiv. No additional heating or cooling equipment, electrical connections, appliances, plumbing, or satellite dishes shall be installed in or upon the Rented Premises, without the prior written consent of the Landlord. If the Tenant desired additional service such as an alarm system, cable television, or telephone connections, the Landlord or its agents will direct as to where and how the wires are to be introduced, and without such direction, boring cutting for wires will not be permitted.
- xv. The Tenant must restore to its original condition those portions of the Rented Premises affected by those approved alterations, installations, and removal, and shall restore all painted surfaces to the original colour.
- xvi. The Tenant agrees to maintain all included furniture in the Rented Premises and to return said furniture to the Landlord, once the renting period of the Rented Premises has concluded, in a condition at, or close-to, which it was provided. The Tenant will be held responsible for any damages beyond the scope of regular and expected wear and tear [See *Schedule "C"*].

Windows, Balconies, and Patios

- xvii. No awnings, shades, flower boxes, satellite dishes, aerials, or other items shall be erected over or placed outside windows, doors, or balconies, or inside patios of the Rented Premises.

- xviii. Balconies, patios, or backyards shall not be used for the hanging or drying of clothes, or for storage. The Tenant shall maintain any patio or balcony area forming part of the Rented Premises in a neat and tidy condition at all times to the satisfaction of the Landlord, and in no case shall the Tenant install or place carpeting of any kind on the balcony.
- xix. No objects whatsoever shall be purposefully dropped, thrown, propelled, or projected from the Rented Premises or the Landlord's Premises, and no Tenant shall permit or suffer such act.
- xx. Drapes and drapery tracks, where provided by the Landlord, shall not be removed.

Pest Control

- xxi. The Tenant hereby agrees to provide the Landlord or anyone designated by the Landlord access to the Rented Premises, with proper notice, for the purpose of extermination, should a pest or insect infestation of any kind be present in the Rented Premises or the Landlord's Premises, and there shall be no abatement of rent for any loss of use and occupation of the Rented Premises before, during, or after said treatment. The Tenant agrees to cooperate in preparing the Rented Premises for the treatment and there shall be no compensation for said preparation.

Garbage/Recycling

- xxii. All garbage is to be enclosed by the Tenant in plastic bags and disposed of in the chutes or containers provided, or at the location designated by the Landlord. Recyclable materials (i.e. glass bottles, plastic and paper) should be placed in the designated Recycle bins.

Use of Amenities, Facilities, and Common Areas

- xxiii. The Tenant agrees that the use of any recreational facilities which may be provided by the Landlord is a privilege and is subject to cancellation or temporary suspension at any time if, in the sole discretion of the Landlord, the Tenant has breached any Rules and Regulations relating to the use of such recreational facilities. Such cancellation or temporary suspension shall not entitle the Tenant to an abatement of rent or like damages.
- xxiv. The Tenant shall use the lawns, gardens, and walks within the Rented Premises or the Landlord's Premises in a quiet and proper manner and with due regard to the comfort and convenience of other Tenants and shall not damage in any way the grass, shrubs, flowers, or trees upon the Rented Premises or the Landlord's Premises.
- xxv. No auction, sale, or garage sale shall be held in or about the Rented Premises without first obtaining the written consent of the Landlord.

Pets

- xxvi. The Tenant agrees to not allow pets in the common areas. Any exception must be approved by the Landlord. The tenant agrees not to allow pets in shared units unless all other tenants in that shared unit agrees to allow such pet. Landlord may restrict certain types of pet based on allergic reactions that would affect the reasonable enjoyment of the community.

Insurance

- xxvii. The Tenant acknowledges that the Landlord has insurance for the Building structure only and that the Landlord is not responsible for any loss or damage to the Tenant's personal property. The Tenant understands that obtaining insurance for personal property while at the Premises is the responsibility and requirement of the Tenant. The Tenant shall not do, bring or keep anything in the Premises, or permit or suffer such act which will in any way create a risk of fire or increase the rate of fire insurance on the Building or contents.

Prohibited Conduct

- xxviii. The Tenant(s), occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including the Landlord's agents and employees) in or near the rental community; disrupting the Landlord's business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia (as prohibited by provincial and/or federal law); engaging in or threatening violence; possessing a weapon prohibited by provincial and/or federal law; discharging a firearm in or near the rental community; displaying or possessing a firearm, knife, or other weapons in the common area in a way that may alarm others; possessing and or displaying a facsimile weapon; storing anything in closets having gas appliances flammable fuel; tampering with utilities or telecommunications; bringing hazardous materials into the rental community; injuring the Landlord's reputation by making bad faith allegations against the Landlord to others; or engaging in any unlawful or illegal activity. [The Tenant(s) agrees to provide the Landlord an authentic copy of any and all required permits and certifications proving the lawful ownership of weapons within twenty-four (24) hours of receiving a written request from the Landlord.]

Harassment

- xxix. As per the Residential Tenancies' Act, it is against the law for the Tenant(s) to harass the Landlord. Harassment involves behaviour towards another person that is unwanted. This can include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying. Tenants are responsible for their guests and as such any violation of these provisions may result in the eviction of the Tenant(s) and removal from the premises of the Guests.

The Tenant and Guarantor acknowledge that, prior to signing, the Tenant and Guarantor have read this Tenancy Agreement and consent to the terms, covenants, conditions and provisions herein. The Tenancy Agreement may not be amended or modified in any respect, except by written instrument and with the consent of both the Landlord and the Tenant.

(Applicant(s) Initials)



Schedule "B" Furniture Addendum

Hold Harmless

The Tenant agrees to release, indemnify, and hold harmless the Landlord, its officers, employees, agents, contractors, and suppliers against any and all losses, accidents, liabilities, damages, injuries, expenses, and claims resulting in whole or part, directly or indirectly, from the use of the appliances and/or furnishings identified below.

Damage or Loss to Furniture

The Tenant acknowledges and agrees that the appliances and/or furnishings listed in the *Ontario Residential Tenancy Agreement (Standard Form of Lease)* and its *Additional Terms* and Addendums are for use by the Tenant for the duration of the term and are not to be disposed of, sold, converted, destroyed, altered, damaged or moved in any way without the consent of the Landlord. If the appliances and/or furnishings are disposed of, sold, converted, destroyed, altered, damaged, or moved in any way, without the authorization and consent of the Landlord, the Landlord will charge any and all amounts accrued for replacing or repairing said appliances and/or furnishings to the Tenant (as indicated in the *Schedule "C"*).

Furniture Change and Replacement

The Tenant understands and recognizes that *Smart Living Properties* may change, update and/or replace the furniture and the furniture type (*item*) at its sole discretion for the betterment of its business needs and/or the tenant's experience.

Release and Waiver

Assumption of Risk

Once the appliances and/or furnishings are provided to the Tenant by the Landlord, the Landlord will not be held accountable or responsible for any loss sustained from the improper use of the appliances and/or furnishings and the Tenant further understands that they use the appliances and/or furnishings at their own risk.

The Tenant acknowledges and agrees that the Landlord is not liable for any personal injury or property damage during installation, use, and/or removal of the appliances and/or furnishings.

The Tenant understands that obtaining insurance for personal property while at the Premises is the responsibility and requirement of the Tenant. The Tenant shall not do, bring or keep anything in the Premises, or permit or suffer such act which will in any way create a risk of fire or increase the rate of fire insurance on the Building or contents.

(Applicant(s) Initials)

Please acknowledge the following terms from your Lease Agreement.

- I agree to receive the following notices and documents at the email address provided in my Rental Application:
 - Notice of Rent Increase.
 - Landlord Notice of Entry.
 - Documents or submissions related to an RTA application, except a notice of hearing, copy of the application, motion or request for review.
 - Communication regarding issues related to the tenancy.
- I understand and recognize that rent is due on the first (1st) of each month.
 - I understand and recognize that as the Tenant, I will be issued an *N4 – Notice to End Tenancy Early for Non-payment of Rent*. As the Tenant, I will have 14 days from the date of the notice to make the outstanding payment in full or vacate the rented unit.
- I understand and recognize that as the Tenant, I must provide the Landlord with a *Tenant's Notice to End the Tenancy (N9 Form)* at least sixty (60 days) before the end of my lease agreement if I choose not to renew my lease agreement.
 - I understand and recognize that as the Tenant, I must vacate my unit by Noon (12:00pm) on the last day of my tenancy.
 - I understand and recognize that as the Tenant, I will be subjected to a 150.00\$ administration fee for subletting or for assigning my lease.
- I understand and recognize that as the Tenant, I will not be able to move-in prior to 3:00pm on my move-in date.
- I understand and recognize that as the Tenant, obtaining insurance for personal property while at the premises is the responsibility of the Tenant.
- I understand and recognize that as the Tenant, I am responsible for maintaining the cleanliness of the unit.
- I understand and recognize that it is strictly prohibited from smoking within my unit and on the premises.
 - I understand and recognize that as the Tenant, I will be subjected to a smoking/cleaning recovery fee, of a minimum of 500.00\$ if found smoking in the unit. It is also prohibited from smoking within a nine (9) meter radius of any entrance of the Building.



Schedule "C" Lease Terms Acknowledgments

- I understand and recognize that as the Tenant, I will be subjected to the following replacement costs in case of key losses (if applicable):

| Item | Replacement Cost |
|-------------|------------------|
| Fob Key | \$25.00 |
| Mailbox Key | \$25.00 |

- I understand and recognize that as the Tenant, I am responsible for the furniture provided by the Landlord.
- I understand and recognize that as the Tenant, I will be subjected to these estimated fees in case of damages to the Rented Premises and furniture provided by the Landlord, or cleaning and painting requirements that the Landlord may need to incur:
 - I understand and recognize, as the Tenant, that these estimated fees represent a minimum amount and that the total replacement or cleaning cost that I may be subjected to in case of damages could be higher than these estimated fees.

| Item | Replacement Cost (per item) | Item | Replacement Cost (per item) |
|--------------------------|-----------------------------|-----------------------|-----------------------------|
| Twin Bed with Mattress | \$250.00 | Wall Mounted Roku- TV | \$500.00 |
| Full Bed with Mattress | \$400.00 | Refrigerator/Freezer | \$400.00 |
| Day Bed with Mattress | \$450.00 | Stove | \$450.00 |
| Wardrobe | \$200.00 | Microwave | \$150.00 |
| Desk | \$150.00 | Dishwasher | \$400.00 |
| Desk Chair | \$75.00 | Washer | \$400.00 |
| Couch | \$400.00 | Dryer | \$400.00 |
| Love Seat | \$250.00 | Safe | \$500.00 |
| Sectional Couch | \$500.00 | Floor tile | \$50.00 per section |
| Desk Lamp | \$50.00 | Damaged Blinds | \$100.00 |
| Bedside Table | \$150.00 | Blinds Replacement | \$250.00 |
| Dining Table | \$350.00 | Partial Paint | \$250.00 |
| Dining Chairs/Bar Stools | \$75.00 | Full Paint | \$500.00 |
| Coffee Table | \$150.00 | Light Cleaning | \$100.00 |
| Countertop | \$250.00 | Heavy Cleaning | \$250.00 |
| Artwork | \$100.00 per item | Deep Cleaning | \$500.00 |

In the event of any contradictions between the terms of the Lease Agreement and the Schedule "C", the Schedule "C" shall control.

(Applicant(s) Initials)