

**This Tenancy Agreement** (called the "Agreement"), made in duplicate, on the date below written

Between:

Home Concept Property Management

(hereinafter called the "Landlord" or simply referred to as "we" or "us" or "our")

Of The First Part

----- and -----

Your Name(s)

(hereinafter called the "Tenant" or simply referred to as "you" or "your")

Of The Second Part

is a legal agreement made between us.

The Landlord's address for the purposes of this agreement and for service of any notices from you required under this agreement or the *Residential Tenancies Act* is:

780 King Street East, in the City of Cambridge ON, Postal Code N3H 3N9.

**1. Basic Terms**

1.01 You have agreed to rent Unit \_\_\_\_\_(called the "Unit") at \_\_\_\_\_(called the "Premises"), and we have agreed to rent the Unit to you on the terms and the conditions contained in this Agreement. You understand that this apartment building was developed under a prescribed government funding program and, because of this, there are some special rules and rights under the *Residential Tenancies Act* which apply to us as a social housing landlord. You agree that you have to comply with your obligations as Tenant under this Act. We agree that we have to comply with our obligations as Landlord under this Act.

1.02 The basic terms of this Agreement are as follows:

- (i) the initial term of this Agreement begins on \_\_\_\_\_ (being the day the Tenant is first entitled to occupy the Unit) and ends on \_\_\_\_\_ (called the "initial term");

If we are unable to give possession of the Unit on the date you are entitled to have possession, we shall not be subject to any liability for failure to give possession and shall give possession as soon as we are able to do so. The Rent shall abate until we offer possession of the Unit to you. Our failure to give you possession on the date listed above shall not in any way affect the validity of this Tenancy Agreement, and your obligations or in any way be construed to extend the term of this Tenancy Agreement.

- (ii) only the following people can live in the Unit in addition to the persons listed above:

\_\_\_\_\_  
\_\_\_\_\_

These persons listed in this section are Occupants and not Tenants. Their occupancy rights end when the Tenancy is terminated. Should the Tenants cease to occupy the Unit for any reason, it is understood that the persons set out above did not and will not occupy the Unit as Tenants and will be overholding.

You agree that any amendment to the lists of occupants must have our written consent.

Upon the death of a Sole Tenant, this Tenancy Agreement or any renewal thereof shall terminate thirty (30) days after the death of the sole Tenant. Any Guests staying in the unit after that time will be considered trespassers and removed by the police under the Trespass to Property Act 1990, or failing that will be considered unauthorized occupants in accordance with the Residential Tenancies Act, and are responsible for paying compensation so long as they occupy the Unit.

In the event that there is more than one Tenant and upon the death of one of them, the tenancy shall be deemed to be amended to include the Remaining Tenant(s) as Tenant(s), along with the Estate of the deceased Tenant for a period of thirty (30) days after the death of the Tenant, after which the tenancy of the Estate only shall be terminated and the tenancy agreement and any renewal thereof shall be deemed to be amended in the name of the surviving Tenant(s) only.

(iii) the monthly rent paid by you as of the first day of the initial term includes only:

<u>Appliances/Facilities</u>	Yes/No	<u>Utilities</u>	Yes/No
a refrigerator	( )	water/sewage charges	( )
a stove	( )	cable/satellite television	( )
coin free laundry facilities	( )	heating equipment charges	( )
a locker	( )	hydro electric charges	( )
a parking space	( )	hot water tank rental	( )
		natural gas	( )
		other _____	

(iv) any expenses, charges, services and/or appliances you may need which are not included in your monthly rent, are your responsibility to arrange for, pay for and/or supply to the Unit, subject to the other terms of this Agreement. Where you are responsible for any of the utility charges or other services which are not included in your monthly rent, you will contract directly with the appropriate utility company and transfer the responsibility for the payment of the utility charges into your own name. You agree not to remove yourself from the contract with any utility or service company so long as you occupy the rental unit, and if you do remove yourself from the contract, you will continue to be responsible for the payment of those charges so long as you occupy the rental unit, either to the utility or service company or to the Landlord if the Landlord assumes responsibility for the payments as a result of your default. In the case of such a default the Landlord may file an application to the Landlord and Tenant Board or another court of competent jurisdiction to terminate the tenancy based on your interference with the Landlord’s lawful right, interest or privilege as it relates to this section.

(v) you have paid us a deposit equal to the monthly rent in the amount of \_\_\_\_\_ (you will increase this deposit as the monthly rent increases). We will apply this deposit to the rent you will have to pay for the last month you occupy the Unit. We will pay you interest on this deposit each year at the rate prescribed by law.

**2. Rent**

2.01 As of the first day of the initial term, you will pay us rent calculated as follows:

$$\begin{array}{rcl}
 \text{Below Average Market Rent} & & \$ \text{ BAMR Rent Amount} \\
 \text{Parking} & & \text{Parking Fee} \\
 \text{equals monthly rent} & = & \$ \text{ Total Monthly Rent Amount}
 \end{array}$$

2.02 Rent must be paid every month on or before the first day of each calendar month by cheque or money order, cash or debit. If a Pre-Authorized Debit (PAD) or a cheque you give us is not honoured, then you must pay us the service charge we have to pay as a result (currently \$10.00), together with our administration charge of \$20.00 for a total of \$30.00. Rent is payable to the landlord, Home Concept Property Management, and delivered to 780 King Street East, Cambridge. Rent paid by anyone other than a Tenant named herein shall be deemed to have been made on behalf of the Tenant and specifically does not constitute the creation of a Landlord and Tenant relationship between the Landlord and that person.

2.03 It is understood that any payment you make to us will be applied against your account in a manner at our sole discretion, and will generally be applied to the oldest outstanding debt, whether that debt is rent, services charges or fees, unpaid utilities that you may be responsible for, or any other monies owing to us which we are entitled to collect.

You will have to pay additional charges for any of the following:

- (i) additional keys
- (ii) replacement keys
- (iii) changing of locks (when requested by Tenant)
- (iv) common room rental

**3. Some Tenant Obligations**

3.01 You, as Tenant, agree:

- (i) to use the Unit as your personal residence for occupancy by you, together with only the people listed in section 1.02 (ii) or anyone we may approve of from time to time in writing;
- (ii) not to assign, sublet or part with possession of the Unit or any portion of the Unit;
- (iii) to keep the Unit (including any appliances and other areas or facilities we rent to you) clean and maintained in a way a reasonable person would and leave the Unit and any appliances and other areas or facilities clean and in good condition when you move out (except for normal wear and tear);

- (iv) that you will dispose of garbage and recyclables appropriately using the waste disposal and recycling containers provided, and refrain from littering in the common areas of the residential complex (the “Common Areas”).
- (v) not to allow any activity or permit any condition to exist in the Unit and/or the Common Areas that may create a health hazard. Such activities include, but are not limited to, collecting and storing a large number of possessions so as to clutter the Unit and/or the Common Areas and preclude activities for which those spaces were designed.
- (vi) to refrain from doing anything or allowing your guests or agents to do anything in the Unit or in the building (e.g., tamper with smoke detectors) which would result in the Landlord failing to comply with any municipal or other regulatory bodies including without limitation, the local Property Standards, Health or Fire Departments.
- (vii) to pay us the cost of any repairs for any damage to the Unit and/or the Premises, caused by any act – either intentional or accidental - or neglect by you, your guests and/or your pets, except for normal wear and tear;
- (viii) to give us written notice of any damage which exists or any repairs which may be needed in the Unit or on the Premises as soon as you become aware of it, and give us a reasonable chance to fix it; and you agree that we are not liable for any repairs for which we have not received a written notice;
- (ix) to co-operate fully to permit all repairs, maintenance and improvements to the Unit to be completed expeditiously. Such cooperation extends to, but is not limited to, preparing the Unit by removing or relocating personal possessions from specific areas if requested by the Landlord and/or its authorized agents, facilitating access to the Unit at times convenient to the Landlord’s workers and agents, and/or otherwise facilitating the completion of the work.
- (x) that if you do not give us written notice within ten days of moving into the Unit of the need to repair something, we can assume that no repairs were needed when you moved in;
- (xi) to respect the rights of other tenants and occupants of the Premises, as well as of our staff, so that you and your guests will not make unreasonable noise, nor will you or they interfere with the reasonable enjoyment of the Premises by others;
- (xii) to comply with the rules (and make your guests comply with the rules) we establish, including the rules established by the Preston Meadows Condominium Board (the Condominium Board), which may be amended from time to time (including the current rules, a copy of which is attached as Schedule A); and
- (xiii) to comply with your obligations and exercise your rights as a tenant under the *Residential Tenancies Act* in a reasonable way.

3.02 Only domestic pets will be permitted and tenants must abide by all City of Cambridge bylaws and adhere to the pet rules as established by the landlord which are listed in Schedule A. If you decide to keep a pet you are responsible for your pet, what your pet does and the effect your pet has on other residents. You will not allow your pet or any pet you bring on the premises to disturb the reasonable enjoyment of the premises by us or other tenants. You agree that you will be responsible for the cost of repair of any damage or any loss which may be caused by your pet.

3.03 You agree not to:

- (i) make any changes or alterations to the Unit (like the attachment of shelving or the building of a partition in the Unit), or any building systems (like plumbing or electrical services) without our prior written consent. If we do consent to a change or alteration to the Unit, then whatever you have installed becomes our property, which you cannot remove and for which we will not pay you.
- (ii) bring into the Unit or use in the Unit any large appliance or other large machine, that uses a lot of water, like a dishwasher or clothes washing machine, without getting our prior written consent. If we give you that consent, you must follow whatever conditions we specify concerning bringing in and use of the appliance.

3.04 You acknowledge and agree to:

- (i) keep personal property in a clean and sanitary condition, and free from household pests, which include, but are not limited to, insects and vermin such as ants, cockroaches, bed bugs, mice and rats (the “**Household Pests**”). The Landlord may inspect your personal property before same is moved into the Unit, and may require you to have same treated at your own expense and to the satisfaction of the Landlord, to ensure that Household Pests have been eliminated.
- (ii) immediately notify the Landlord in writing of the presence of Household Pests in the Unit. You agree that the Landlord is not liable for the presence of Household Pests in the Unit if the Landlord has not received such a written notice.
- (iii) in the event that the Landlord determines that there is a need to treat the Unit for Household Pests, you agree to fully cooperate with the Landlord in its attempts to take measures to rid the Unit, and/or the residential complex, of the Household Pests by, among other things:
  - (a) preparing the Unit for treatment of the Household Pests in accordance with the Landlord’s instructions; and/or

(b) providing the Landlord's workers and/or agents with access to the Unit, so that said workers and/or agents can treat the Unit for the Household Pests.

- (iv) pay for any damage to the residential complex or the Unit, and/or the costs that the Landlord has incurred or will incur, where such damage or cost is caused by your breach of the foregoing sections.

#### **4. Access**

- 4.01 You agree that we, our employees, agents, contractors and others expressly authorized by us from time to time, may enter the Unit and shall be allowed free and uninterrupted access to the Unit from time to time and at any time:
- (i) without notice if we or our employee, agent, contractor or other person expressly authorized by us to enter, believe that an emergency may exist;
  - (ii) without notice if you consent at the time of entry;
  - (iii) between 8:00 a.m. and 8:00 p.m. every day in accordance with written notice served upon you at least twenty-four hours prior to the time of entry specified in such notice for any purpose, including:
    - (a) to undertake repairs and/or to perform work (including pest control) and other alterations and/or improvements;
    - (b) to allow a potential mortgagee (or a mortgagee), a potential purchaser (or a purchaser), an insurance adjuster, a real estate agent, an appraiser, an insurance adjuster and/or a potential insurer (or insurer) of the Premises to view the Unit;
    - (c) to inspect the Unit, from time to time, including the sanitary condition of the Unit and your personal property, and to perform, when necessary, in its opinion, all appropriate pest control treatments required to eliminate Household Pests from the Unit and the residential complex; and
  - (iv) between 8:00 a.m. and 8:00 p.m. every day, without written notice, to show the Unit to people who may want to rent it after a notice of termination has been given by us or given by you and/or we and you have agreed to terminate this Agreement, provided that we inform or make a reasonable effort to inform you beforehand.
- 4.02 When entering the unit in accordance with [4.01], we, our employees, agents, contractors and others expressly authorized by us from time to time, may record the results of such entry through notes, photographs and/or video recording.
- 4.03 The locks on the door of the Unit or within the Unit must not be changed and no new locks can be installed without our prior written permission. If we want to change the locks or the security system at the building (as well as the locks on the door to the Unit), you agree that we can do it without asking for your permission, as long as we give you notice of the change and we offer you a new key or access mechanism.

#### **5. Repairs, Renovations and Alterations**

- 5.01 We can perform whatever repairs, renovations or other alterations we think are reasonable or beneficial to the Unit and/or the rest of the Premises.

#### **6. How Long You Can Live in the Unit**

- 6.01 If we do not make another agreement with you, in writing, before the last day of the initial term (and neither you nor we have terminated your tenancy in accordance with this Agreement), then on the first day after the initial term, your tenancy will continue on a "month-to-month" basis in accordance with the *Residential Tenancies Act*.
- 6.02 If you are moving out, you must give us at least sixty-five (65) days written notice prior to the date you will be leaving, which date must be the last day of a tenancy period. If you are living in the Unit on a month-to-month basis, the last day of a tenancy period will be the last day of a calendar month. You are responsible for paying rent until the end of the 65-day notice period or until the day you move out, whichever is greater. Once you give us the notice that you are moving out, you cannot change your mind. If you do not move out when you are supposed to, we can evict you and you will have to pay any damages that we or any person suffers.
- 6.03 We can also terminate this Agreement for any other reason allowed under the *Residential Tenancies Act*. Our right to terminate your tenancy will not be enforced until we have given you the sort of notice of termination we are supposed to give you and we have done what the *Residential Tenancies Act* requires us to do in order to evict a tenant.
- 6.04 If there is damage to the Unit or the Premises, like a fire, so that the Unit and/or the Premises is not fit to live in, then this Agreement will be at an end and you must move out.

#### **7. Abandoned Belongings**

7.01 If your rent is ten (10) days late and you have removed your personal belongings (except for things which appear to be rubbish, which we may dispose of immediately), we are entitled to assume that you have permanently left the Unit. In that event, we will immediately take possession of the Unit so that we can rent it to someone else, without your permission or an order from the Landlord and Tenant Board, and without limiting all of our other rights against you for any breach by you of this Agreement or any law.

7.02 If any furniture, clothes or other personal belongings are left in the Unit after you:

- (i) have moved out or appear to have moved out (so that we, acting reasonably, believe that you have abandoned the Unit) and we have either obtained an order from the Landlord and Tenant Board or given the proper notice referred to in the *Residential Tenancies Act*; or
- (ii) have moved out of the Unit as a result of an agreement to terminate or a notice of termination; or
- (iii) are evicted from the Unit; or
- (iv) die and the tenancy is deemed to have been terminated as a result of your death,

we may remove such goods immediately and store them elsewhere (although we shall be entitled to dispose of any unsafe or unhygienic items immediately).

In the event you abandon the Unit pursuant to 7.02 (i) we are entitled to dispose of your property (including selling or keeping it for our own use) 30 days after we have mailed you a letter telling you we are disposing of the property, to the last known address that we have for you, or 30 days after an order has been issued from the Landlord and Tenant Board declaring your Unit abandoned. You agree that you will pay to us all of our costs and expenses in storing and/or disposing of your clothes, furniture or other personal belongings.

If you have moved out of the Unit as a result of an agreement to terminate or a notice to terminate, or an order of the Landlord and Tenant Board, we may dispose of your belongings (including selling or keeping them for our own use) immediately and without notice to you.

If you are locked out of the Unit by a court enforcement officer as a result of an order of the Landlord and Tenant Board, we may dispose of your property (including selling or keeping it for our own use) after 72 hours from the time the locks were changed and without notice to you.

If you are the sole tenant and you die, we are entitled to dispose of (including selling or keeping it for our own use) your property after 30 days from the date of your death and without notice to your estate.

## **8. No Liability**

8.01 You agree that we are not responsible for any damage caused to your property in the Unit, or elsewhere on the Premises, no matter what the cause is, unless it can be proven that our negligence was the sole cause. We are also not responsible for any injury to you or any other person, which occurs for any reason, whether it occurs in the Unit or anywhere else on the Premises, unless it can be proven that our negligence was the sole cause. If something breaks down (even if we are responsible to fix it), we are also not responsible for any personal injury, illness or discomfort that anyone may suffer because something is broken, as long as we try to fix it when we are supposed to. We are also not responsible if you or one of your guests are hurt or any damage is caused because of the act or negligence of another tenant/resident and/or one of her/his guests.

You also agree that if we do repairs or renovations to your Unit or the Premises, we are not liable to you for any claim that we are disturbing your reasonable enjoyment of the premises, or withholding or discontinuing any vital service, so long as we do the work in a timely manner.

8.02 You agree that it is your responsibility to arrange for your own insurance coverage if you wish to insure your property against loss or damage, or the cost of any claims against you for damage to your Unit or injury to other people.

If you decide not to arrange for your own insurance coverage, we are not liable for any claim that you make that could have been covered by your own insurance coverage.

## **9. Parking**

9.01 Except as provided for in this agreement, the tenant has no right to use the parking facilities. The landlord may, upon the written request of the tenant, and where space is available, permit the tenant to park:

- (a) one properly licensed and roadworthy passenger motor vehicle for a fee to be set by the landlord from time to time; and
- (b) where in the landlord's opinion there is excess parking space available, any other motor vehicle or recreational vehicle acceptable to the landlord at a fee to be set by the landlord from time to time.

The landlord may use various means of identification for each vehicle permitted to be parked and the landlord may designate the space in which the vehicle is to be parked by the tenant. The landlord will

have the right to tag or tow any vehicles that do not comply with the landlord's parking requirements and charge the cost of towing to the tenant.

- 9.02 The tenant must not at any time repair or allow to be repaired his/her or any other vehicle while using his/her parking space or while on our premises without our written permission. If the tenant fails to obtain our written permission to repair a vehicle or fails to keep a vehicle in roadworthy condition and furnished with current valid license plates, the landlord may remove this vehicle from the parking facilities and if the tenant does not claim the vehicle within ten days, it will be deemed to have been abandoned and the landlord may sell it or otherwise dispose of it without further notice to the tenant. In addition, the tenant will be responsible to pay to the landlord the amount of any costs incurred to remove and to dispose of any such vehicle.

## **10. Disclosure of Information**

- 10.01 You give your consent and authorization to us to disclose the information you give to us to any municipal, provincial or federal department or agency that assists in the provision of social housing, or any credit information company.
- 10.02 You give your consent and authorization to use to share your contact information with utility and telecommunication companies for the purposes of assisting with your services and any special move in offers for such services.
- 10.03 You also consent to us obtaining a credit report at any time during the term of this tenancy agreement or any renewal of it.
- 10.04 You consent to us providing information on any orders obtained from the Landlord and Tenant Board or divisional court against you for payment of rent arrears to any municipal department or agency administering social housing waiting lists in accordance with the *Housing Services Act*.

## **11. Notices and Authority**

- 11.01 We can deliver notices to you about anything having to do with the Unit, this Agreement or any other matter by delivering a written notice directly to you at the Unit. If you are away or if you are trying to avoid receiving a notice, we can give the notice to any person who looks like an adult who is in the Unit. We can also leave the notice in the mail box or other place where mail is ordinarily delivered to you or send it to you by mail at the Unit or deliver it by any other means allowed by the *Residential Tenancies Act*.
- 11.02 Our legal name for the purpose of giving notice or other documents to us, as the landlord, is Home Concept Property Management. If you want to give us a notice or other document under the *Residential Tenancies Act*, it is best to either mail it or to deliver it personally to one of our two property managers or someone who works for us in the Management Office at 780 King Street East, Cambridge, ON N3H 3N9. If you mail a notice to us, then you can't hold us responsible for not acting on it until after we have actually received the notice. We can change the address where notices or other documents are supposed to be delivered to us by giving you notice telling you what our new address is.
- 11.03 You understand that not everyone who works for us has the authority to speak for us. Therefore, if you have to make an agreement or arrangement with respect to the Unit, the Premises or anything else related to this Agreement, it is only binding on us if it is in writing and signed by one of our Property Managers.

## **12. General**

- 12.01 This Agreement is meant to complement our rights under the *Residential Tenancies Act*, but it does not limit or modify our rights under the *Residential Tenancies Act* and other relevant laws. If, for some reason, a part of this Agreement can't be enforced, the rest of the Agreement will not be affected, and will still be enforceable. All references to the *Residential Tenancies Act* in this Agreement include any regulations under that law and any successor laws which might be enacted to replace or add to it.
- 12.02 Even if we accept payments from you, or let you stay in the Unit after we have an order evicting you, you will have to leave the Unit unless we agree in writing that you can stay. Also, if you have given us notice that this Agreement has ended, or if we agree with you to end this Agreement, and you change your mind about moving out, you will have to leave the Unit, unless we agree in writing that you can stay. If we give you extra time to do something that has to be done under this Agreement, or if we don't complain when you do something that is not permitted in the Unit or at the Premises, we can still later insist that you do everything that you are supposed to do according to this Agreement.
- 12.03 This Agreement creates rights and obligations for you and us, which are binding upon and which can be enforced and enjoyed by our successors and assigns and by your heirs, executors, administrators, successors and authorized assigns.
- 12.04 If more than one person is a "tenant" of the Unit, each person is fully responsible to comply with this Agreement. Therefore, if, for example, one tenant does not pay her or his share of rent, the other tenant

or tenants are not excused from their obligation to make sure that we are paid the entire monthly rent. This is called a “joint and several” tenancy agreement which means that each tenant is equally responsible and individually responsible for all the obligations under this Agreement.

12.05 Due to its proximity of the Canadian Pacific Railway, projected noise levels on this property exceed the Noise Level Objectives approved by The Regional Municipality of Waterloo and the Ministry of the Environment and may cause concern to some individuals. Moreover, this dwelling has been fitted with air conditioning and special acoustical building components to allow windows to remain closed to keep noise levels at acceptable levels. (Note: The location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and comply with the criteria of MOE Publication NCP 216, “Residential Air Conditioning Devices)

Warning: Purchasers or tenants are to be advised that Canadian Pacific Railway or its assigns or successors in interest has an operating right-of-way within 300 metres from the lands. There may be alterations to or expansions of the railway or such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual unit(s). Canadian Pacific Railway, or its assigns or successors as aforesaid, will not be responsible for any complaints or claims arising from use of such facilities and/or operations.

Due to the proximity of the adjacent commercial, industrial and retail facilities, noise levels may at times be audible.”

**13. Agreement and Acknowledgment**

13.01 We, the Landlord, have read this Agreement and understand what we have to do as the owner of the Premises.

Home Concept Property Management

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the corporation.

13.02 I/We, the Tenant, have had a chance to read this Agreement and I/we have been encouraged to read this Agreement very carefully. I/We understand my/our rights and responsibilities as a tenant at the Premises, which I/we agree to fully obey as the Tenant. I/We agree that any Schedules to this Agreement form a part of this Agreement and that I/we will comply with the terms and conditions of the Schedules, as well as this Agreement. We acknowledge that the Landlord may change these schedules from time to time, and we agree to comply with any new schedule when we receive a copy of it.

Date: \_\_\_\_\_

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

13.03 I (we) have received a copy of this Agreement signed by Home Concept Property Management and by me (us).

Date: \_\_\_\_\_

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

## Schedule A

### Rules

#### 1. Smoke Free Designation

- (a) Tenants and their guests/visitors are not allowed to smoke or hold lit tobacco of any kind (cigarettes, pipes, cigars, etc.) anywhere on their Leased Premises. This means inside their rental unit, on balconies or on patios. Furthermore, the use of tobacco is not permitted in any interior common area of the building.
- (b) When smoking outside, all tenants and their guests/visitors must be at least five metres away from any windows, entrances or exits to the building. Smoking areas will be clearly marked and ashtrays provided outside the apartment building.

#### 2. Site Security and Safety – All Sites

- (a) The furniture, furnishings and personal effects of the Tenant to be brought onto the Premises shall be clean and in sanitary condition and shall be subject to inspection by the Landlord who may require that the Tenant fumigate same at the Tenant's own expense before they are moved onto the Premises.  
  
The Landlord, from time to time during daylight hours throughout the occupancy of the Unit by the Tenant, shall have the right to enter into the Unit by giving the Tenant the required notice under law to inspect the Unit and all furniture, furnishings and at its option may undertake and carry out at the sole expense of the Tenant all appropriate steps by fumigation or otherwise to eliminate rodents, vermin, bedbugs or other like infestations infesting the Unit.
- (b) No articles of any description shall be hung from the windows, doors or balconies and nothing shall be placed on the exterior window sills 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 or repair purposes and such screen or pane shall be replaced immediately after repair or cleaning.
- (c) The Tenant shall not barbeque on the balcony or decks.
- (d) If window safety stops have been installed, the Tenant shall not remove them.
- (e) No additional heating units, electrical wiring or plumbing fixtures shall be installed in the Unit except with the approval in writing of the Landlord as in your Tenancy Agreement under Some Tenant Obligations, Item 3.03 (i). The Tenant shall not overload the electrical circuit or use fuses in excess of the requirement for each stove element or use electrical, plumbing or gas equipment for any purpose other than those for which they were constructed.
- (f) Window air conditioners are not permitted as a central air conditioning unit is provided in each apartment.
- (g) The tenant shall not display any sign, advertisement or notice, on or about the Premises, except for campaign posters during a Federal, Provincial or Municipal election.
- (h) All garbage shall be disposed of as set forth in the Tenant Guide or as otherwise directed by the Landlord. Tenants in multiple unit buildings shall take care, however, not to use the garbage chute for the disposal of aerosol cans, any other explosive materials or any burning material.
- (i) Water shall not be left running unless in actual use.
- (j) The Tenant shall be furnished with two keys to the Unit and shall return to the Landlord all keys to the Unit when vacating such premises.
- (k) No radio antenna, television antenna or satellite dish of any description shall be installed on or about the Premises without prior written permission having been received from the Landlord.
- (l) The Tenant shall immediately report to the Landlord and to the appropriate health authority any case of infectious or contagious disease occurring in the Unit.
- (m) The Tenant shall not tamper with or disconnect by turning off breakers or in any other manner any heater or smoke detector installed by the Landlord in the Unit.
- (n) All personal property placed in the Unit or in any store rooms or parking areas in the housing development shall be at the sole risk of the owner of such property. The landlord shall nor 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.
- (o) The Tenant shall be responsible for obtaining, at his own expense, insurance coverage for his personal property and for public liability.
- (p) The Tenant shall respect the rights and privileges of other tenants in the housing Premises.
- (q) The Tenant acknowledges receipt of a copy of the Tenant's Guide.

#### 2. Apartment Buildings

- (a) Household furniture and effects of the Tenant, shall not be taken into or removed from the Unit except at such times and in such manner as may be previously consented to and approved by the landlord, and all damage to the Unit or to the building of which they form a part caused by moving such furniture and effects into or out of the Unit shall be made good by the Tenant.
- (b) The sidewalks, passages, public halls, stairways, fire escapes and vestibules shall not be obstructed or used for any purpose other than gaining access to and from the Unit.
- (c) No washing machines or dryers shall be permitted in an apartment unit.
- (d) All visitors are to use the intercom system.
- (e) The Tenant will not allow anyone who is not his or her own guest in the building, even if the person is someone she or he knows.



- (f) If an unknown visitor is seen entering the Building or a Unit with keys, the Tenant will report the incident to the Security Tenant immediately.
- (g) Repairs/service persons or other visitors will be referred either to the Security Tenant or, if they are seeking a Tenant, to the intercom system.
- (h) The Tenant shall, if any exit door is propped open, remove the prop and report the breach in security to the Security Tenant.
- (i) Balconies:

The Tenant(s) agrees not to use the balcony for the purpose of barbecuing. The Tenant shall maintain any patio or balcony area forming part of the Leased 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 or floor covering of any kind on the balcony.

The Tenant(s) further agrees that no awnings, shades, flowers, containers, TV or satellite aerial antennae, dish, apparatus or any other extensions or obstructions shall be erected over the outside windows, doors or balconies without the written consent of the Landlord and if any such television or radio antennae, aerial or dish or apparatus is erected without such written consent, to immediately remove the same upon request of the Landlord or his agent or representative. The Tenant(s) further agree that if any such television or radio antennae, device or apparatus is erected on the said building (whether with or without the consent of the Landlord) will at his or her own expense, repair any damage done to the building or premises by reason of the erection, maintenance or removal thereof and will indemnify and save harmless the Landlord or agents from all liability for damages to persons or property as a result of the erection, maintenance or removal thereof.

### 3. Laundry Facilities - Apartment Buildings

- (a) These laundry facilities are for the sole use of the tenants.
- (b) The Tenant shall be responsible for cleaning out the washer and the lint trap of the dryer after every use. The Tenant shall leave the laundry room in a clean condition after use. The laundry room shall be kept locked when not in use.
- (c) The Tenant is responsible to report any problems with the machines to Security Tenant to ensure prompt repair. If the staff are not on the Premises, the Tenant agrees to place a note on the appliance: "NOT IN SERVICE".
- (d) If a problem occurs on the weekend, the Tenant shall wait until the first working day to submit a request for repair.
- (e) The hours for the laundry facilities are 9:00 am – 9:00 pm daily.

### 4. Pets

All pets must be registered through our office prior to move-in or immediately once the pet is acquired.

- (a) No pet that is deemed by us (at our absolute discretion) or the Condominium Board (at its absolute discretion) to be a nuisance shall be kept in any Unit or allowed on any part of the common elements. Cats and dogs must be accompanied by a Tenant or Unit Occupant and kept on a leash held by a person and under reasonable control when not present in their Unit so as to not be a nuisance or cause irritation to other Unit Occupants. No pet may be kept on any part of the Common Elements. Home Concept Property Management or the Condominium Board can require any pet to be removed from the Corporation property if we (or the Condominium Board) deems such pet to be a nuisance. A barking or whining dog in a Unit will be presumed to be a nuisance pet if the barking and/or whining is discernible from outside of the Unit and occurs on any kind of a frequent basis.
- (b) Without the prior written approval of Home Concept Property Management and the Condominium Board the only permitted pets in any Unit are:
  - (i) dogs, domestic housecats, parakeets, budgies, canaries, parrots and birds of that sort;
  - (ii) small fish and/or no more than two (2) turtles kept in an aquarium not larger than eighty (80) litres in capacity or other appropriate cage/container of similar size kept inside the living area of the Unit. No more than one (1) such aquarium or container is allowed in any Unit without the prior written consent of Home Concept Property Management and the Condominium Board.
- (c) In addition to the permitted fish and turtles, without the prior written consent of Home Concept Property management and the Condominium Board no more than:
  - (i) two (2) dogs or two (2) cats or one (1) dog and one (1) cat; and,
  - (ii) two (2) birds;are permitted to be kept in any Unit.
- (d) Other than as aforesaid, no animal or bird, which is not a pet nor any insect or reptile that is or is not a pet may be kept anywhere within this Building or Condominium Plan.
- (e) If any pet should defecate or urinate in any area within the building or condominium plan, the person accompanying the pet shall immediately clean up the soiled area and has a duty to do so. We and/or the Condominium Board have the right to collect the costs of actual cleanup of any defecation or urination left on the Common Elements including the yard portions of any Multi-Unit Building or the outside areas of any Town Home Unit from the Unit Owner of the Unit in which such pet resides should the person accompanying the pet fail to immediately clean up the soiled area with such costs being deemed to be a common expense and an item of repair for which the Tenant is solely responsible.
- (f) Despite the foregoing, and without limiting the generality of the foregoing, because the presence of certain breeds of dogs or aggressive dogs or dogs which give the impression of being aggressive may give

concern to other Unit Occupants, there shall be no dog allowed in this building on this condominium plan (Common Elements or Units or Residential Suites) of, or which are a cross of including one or more of, the following breeds or types, Pit Bull, Rottweiler, Doberman, Akita or any sort of guard dog or dog originally bred for fighting or such other breed as the Condominium Board may determine from time to time is not be allowed. In addition, no dog which appears, in our opinion or in the opinion of the Condominium Board to be aggressive or threatening or to be acting aggressively or in any sort of a threatening manner is allowed in this building or on this condominium plan (Common Elements, Units or Residential Suites). It is within both our and the Condominium Board's uncontrolled and absolute discretion to determine what breeds and what specific dogs are not permitted on this condominium plan (Common Elements, Units or Residential Suites) and such discretion is not subject to being explained or questioned.

- (g) Home Concept Property Management and the Condominium Board has the absolute jurisdiction and authority to determine if any dog is a member of a prohibited breed or a cross breed whose lineage includes a prohibited breed and to require the permanent removal of such dog from the condominium property.
- (h) Upon either us or the Condominium Board notifying a Tenant of such determination being made with respect to a dog that appears to reside in or visit such Tenant's Unit, we and/or the Condominium Board may give the Tenant an opportunity to challenge such determination by submitting one or the other of:
- (i) a certified pedigree issued by the Canadian Kennel Club that positively identifies the dog in question by tattoo or microchip and confirms that such dog does not have any of such breeds in its pedigree; or
  - (ii) a completely unqualified written certificate to us and/or the Condominium Corporation that states therein that we and/or the Condominium Corporation is entitled to rely on same from a veterinarian that certifies there is no doubt of any nature or kind that:
    - the dog examined by the veterinarian is the dog that has been designated by the us and/or the Condominium Board as being a member of a prohibited breed or a cross breed whose lineage includes a prohibited breed;
    - and that such dog is not a member of a prohibited breed or a cross breed whose lineage includes a prohibited breed.
- No other evidence shall be considered by us or by the Condominium Board to support any such permitted challenge.
- (i) Notwithstanding the foregoing, Home Concept Property and the Condominium Board has the absolute discretion and jurisdiction to order the permanent removal of any dog from the building and condominium property. Also, notwithstanding any challenge being permitted and/or made, we and/or the Condominium Board shall not be required to explain or justify our decision(s) to order such removal. Upon such order being given the dog in question must be permanently removed from the building and condominium property within fourteen (14) days from the date such order is delivered to a Tenant of the Unit in which such dog resides or visits.
- (j) Any restrictions, rules or prohibitions with respect to pets are subject to one or more exceptions which can be made for medical reasons in the discretion of both us and the Condominium Board reasonably exercised, upon receipt of adequate documentation including without limiting the generality of the foregoing evidencing:
- (i) that a dog (or other suitably trained animal) which would otherwise be prohibited is a trained seeing eye dog or trained seeing eye animal, and is necessary to any person with a right of access to the Common Elements of this condominium plan;
  - (ii) that a dog (or other suitably trained animal) which would otherwise be prohibited is a trained hearing ear dog or trained hearing ear animal and is necessary to any person with a right of access to the Common Elements of this condominium plan;
  - (iii) that an animal which would otherwise be prohibited, is trained and used to assist a Unit Occupant with normal day to day activities that such occupant, because of a physical disability, is unable to perform for him or herself, such as retrieving items, turning on and off of lights, assisting in propelling a wheel chair and other acts of a similar nature.
- (k) The necessity of a seeing eye dog (or other suitably trained animal), hearing ear dog (or other suitably trained animal) or other animal which would otherwise be prohibited, accompanying a person with a right of access to the Common Elements of this condominium plan must be established by sufficient documentary medical evidence of a physician licensed to practice in the province of Ontario. In addition, while one or more exceptions may be made as aforesaid, any such animal must be kept under reasonable control and not cause any undue disturbance or annoyance to any other Unit Occupant.
- (l) We and/or the Condominium Board has the discretion but not the obligation to permit other pets that might otherwise be prohibited, if the need for such other pet is established by sufficient documentary medical evidence of one or more licensed physicians in the province of Ontario.