

# RENTAL AGREEMENT

THIS Rental Agreement, made in duplicate, this **XX<sup>th</sup>** day of **ENTER MONTH**,  
**2010**.

BETWEEN  
**NATIVE PEOPLE OF SUDBURY DEVELOPMENT CORPORATION**  
 (hereinafter called "The Landlord")  
 - and -  
**TENANT'S NAME**  
 (hereinafter called "The Tenant")

1. In consideration of the rents, agreements and obligations stated in this lease, and of the facts stated by the Tenant in his application to lease, the Landlord hereby, leases to the Tenant the following premises, hereinafter called the "leased premises":  
**ADDRESS LINE #1**  
**ADDRESS LINE #2**  
**SUDBURY/ESPANOLA, Ontario**  
**POSTAL CODE**
2. This lease runs from month to month in accordance with the terms of this lease and those provisions of the **Residential Tenancies Act, 2006 (Ontario Regulation 516/06)** to which the leased premises are subject. The **Residential Tenancies Act, 2006 (Ontario Regulation 516/06)** makes these premises exempt from some aspects of the Act. The leased premises are subject to future revisions of the **Residential Tenancies Act, 2006 (Ontario Regulation 516/06)**, including the provisions of any legislation which may replace this Act.
3. The Landlord advises the tenant that at the time of the signing of this lease the non-subsidized rent (Project Rent, Low End of Market Rent, or Economic Rent) for this unit is **\$ENTER AMOUNT** per month. This amount may change on May 1 of each year, depending on budget figures.

The Landlord has received income and family composition information from the tenant which allows for a subsidized monthly rental calculation in the following amount commencing on the first day of this lease, and remaining in effect until such time that there is a change in the tenant's income or family composition which the Landlord deems requires a change in this geared-to-income rent, or until the Landlord conducts an income verification/family composition review:

\$	ENTER \$	Base Geared-to-Income Rent
+	ENTER \$	Hydro Charges
-	ENTER \$	Deductions
\$	ENTER \$	Total Geared-to-Income Rent

The Tenant shall pay rent to the Landlord on the first day of every month commencing the **1st** day of **ENTER MONTH, 2009\***, by cheque, money order or Interac payment at the rate specified by the Landlord in writing in accordance with the Landlord's contractual obligations to Canada Mortgage and Housing Corporation or/and the Ministry of Municipal Affairs and Housing, and its mortgagees. The Landlord will provide the Tenant on demand, with a written statement of the monthly rental and, if such rental is determined in accordance with a formula dictated by Canada Mortgage and Housing Corporation or the mortgagee, the method of calculation.

.../2

\*Enter note here, if applicable. If not, delete.

4. Upon being accepted to rent a unit from the corporation the Tenant shall pay to the Landlord a deposit of \$100.00 which will be used as partial payment towards the first month's rent of the leased premises. The Landlord will establish payment details for this deposit. The deposit will be held by the Landlord for the Tenant until it is applied against the first month's rent. The balance of the first month's rent must be paid before the keys for the rental property are given to the Tenant.

The tenant acknowledges that the Landlord reserves the right to request a deposit towards the last month's rent at any time during the tenancy. If a deposit towards last month's rent is collected, the Landlord will pay interest on the amount as prescribed by law.

5. In the event that the Tenant furnishes any incorrect or misleading information as to his income or assets in his application for rental of the leased premises or in any subsequent statement furnished pursuant to his lease or any renewal thereof, the rent shall be re-calculated, based upon the corrected information, and re-adjusted accordingly. In the event that such re-calculation indicates that additional rent is owing, the Tenant shall, upon demand by the Landlord, forthwith pay such additional rent. The Tenant acknowledges that intentional misrepresentation of household income is sufficient cause for eviction.
6. Whenever required by the Landlord, the Tenant shall furnish the Landlord with a statement together with such supporting material as the Landlord may require, showing details of his correct gross income together with the gross income of the other occupants and members of his family who are living with him in the leased premises and of the names, ages, and relationships of such occupants and family members. The Tenant agrees that the Landlord may verify all such statements and supporting material by contacting the source of the income. The Landlord will then advise the Tenant of any revision in either the amount of his monthly rental amount due, or in his rental charge for the following year of his tenancy, arising from any change in income or family composition in accordance with the Landlord's current rent-to-income calculation procedures for the premises. The tenant will be required to swear an affidavit confirming the accuracy of the income and family composition materials provided.
7.
  - a) Should the Tenant be or at any time during this lease become, or cease to become, a recipient of financial assistance or of an allowance under applicable federal, provincial or municipal legislation, the Landlord may revise the amount of his rent as a result thereof. The Tenant shall, upon, such occurrence immediately furnish the Landlord with the material discussed in paragraph six.
  - b) The Tenant agrees to provide all income verification materials that may be requested by the deadline stipulated in writing by the Landlord. The Tenant also agrees to report all changes in household income and family composition within ten (10) working days of the change(s). Failure to provide the requested income information may result in the Landlord charging the Tenant the maximum possible rent for the leased premises.

8. The Tenant agrees that unless approved by the landlord in writing *only* one vehicle owned by the Tenant will be parked on the leased premises for more than fourteen (14) days within a period of six consecutive months. Tenant agrees to provide evidence of ownership and insurance of any vehicle parked on the leased premises to the Landlord for the Tenant's file immediately upon being requested to provide this information and, if applicable, at the time this rental agreement is signed. A vehicle is defined as anything that provides a motorized mode of transportation. The Tenant declares that he owns the following vehicle(s):

Make                      Model                      Licence Number

The tenant shall notify the landlord in writing of any change to the above information within ten (10) days of when the change occurs. If any vehicle not belonging to the tenant is left on the leased premises for longer than the period noted above, or if a vehicle is in unfit operating condition or is not furnished with correct licence plates or insurance, the landlord may provide the tenant ten (10) days written notice to remove the vehicle from the property. If the vehicle is not removed, the Landlord may have it removed at the tenant's cost and sell or otherwise dispose of the vehicle without recourse being had by the tenant or vehicle's owner. If the Landlord receives any monies for the vehicle's sale or disposal, the proceeds of such sale or disposal will be applied firstly to the costs of removal and sale, secondly to any monies owing to the Landlord by the Tenant, and thirdly to the credit of the Tenant for future rents and/or other obligations. Vehicles must be parked in designated parking areas only.

9. The Tenant warrants that all adults occupying the leased premises are signing parties to this lease and that each understands the rights and obligations hereby created. If the tenant wants another individual to move into the unit he must first write to the Landlord for approval. This approval shall not be unreasonably withheld.

The tenant verifies that the individuals listed in the following chart are the only persons who will be living in the rental unit. Also, it is confirmed that full custody and primary residence of the children listed in the following chart is with the tenant:

Tenant's Name	Relationship in Household	Date of Birth
ENTER NAMES	ENTER RELATIONSHIP	ENTER BIRTH DATE

***NO additional persons may reside in the leased premises without the written consent of the Landlord.*** No guest shall stay in the leased premises for longer than a combined total of fourteen (14) days within a period of six consecutive months without the written consent of the Landlord. Tenants must write to the Landlord to request an extension of the visiting period. **Absolutely no Boarders are permitted in the rented premises.**

For the purposes of the Landlord's Section 15.1 National Housing Act Housing units, an adult is to be considered someone 16 years of age or older. For the Landlord's Section 56.1 and Section 95 National Housing Act units, an adult is considered anyone 18 years of age or older.

10. (a) If the leased premises become uninhabitable by reason of fire, lightning or tempest, the rent shall cease until such time as the leased premises are restored for habitation. If the Landlord decides not to restore the leased premises, the Tenant shall be given the first opportunity to occupy similar premises belonging to the Landlord when they become vacant. The Landlord is not liable for any delay whatsoever in restoring the leased premises or for providing the tenants with alternate accommodation.  
  
(b) If any legal authority seizes the rental unit to conduct an investigation, the Landlord will not be responsible for providing alternate accommodation to the Tenant for the period of time during which the rental unit is seized.
11. If the Tenant fails to perform his obligations under this lease, the Landlord may without notice perform same on his behalf at his expense. In the event of default by the Tenant in his obligations, the Tenant shall pay to the Landlord all liquidated damages and all expenses incurred by the Landlord by reason of that default including, but not limited to, the following:
  - (a) all legal costs for advising the Landlord or proceeding with any action arising from this default;
  - (b) the cost of any repairs or redecorating which the Tenant was liable to perform but which were not performed by him or which were not performed to the satisfaction of the Landlord;
  - (c) the cost to remove all garbage, debris, and old furniture, etc. from the unit not properly disposed of by the tenant;
  - (d) rent;
12. If the Tenant abandons or permits the leased premises to be vacant for a consecutive period exceeding thirty days, or during the regular heating season, for a consecutive period exceeding forty-eight hours, without the prior written consent of the Landlord, the Tenant is liable for any damage thereby occasioned.
13. If any public authority expropriates the leased premises or sufficient portion thereof such that the Tenant's ability to occupy the premises is seriously impaired, this lease shall cease forthwith. The Tenant shall pay rent up to the date of expropriation but not thereafter.
14. The Landlord shall provide the following services and appliances as part of the rent: fridge, stove, heat, and water. In the event that the tenant is required to pay hydro costs for the leased premises to the hydro provider, the tenant hereby gives the Landlord authority to obtain the tenant's payment history information for the leased premises directly from the hydro provider at any time during the tenancy. In cases where the Landlord pays the hydro for the leased premises to the hydro provider, the tenant recognizes that the Landlord may, upon giving due notice, transfer this responsibility to the tenant and adjust the rental charges to reflect this change based on schedules (including revised schedules) from the Landlord's project Operating Agreement.

15. **TENANTS' OBLIGATIONS**

The Tenant agrees to the following responsibilities:

- (a) to keep the leased premises clean and repair or pay for any damage caused by his wilful or negligent conduct or that of persons who are permitted on the leased premises by him. All repairs required under this clause shall meet the health and safety, and other standards, required by law and shall conform in quality, workmanship, and materials, to those which exist generally in the rest of the building. When vacating, he shall leave the leased premises and all equipment and appliances therein belonging to the Landlord in a clean and good condition. ***Failure to meet any of the conditions in this section will result in the tenant being charged for the repairs and/or cleaning;***
- (b) to inform the Landlord immediately ***in writing*** of any items in need of repair;
- (c) to permit the Landlord and his agents, consultants, representatives or contractors, to inspect the premises under this lease at any time upon providing twenty-four hours written notice. Reason for entry includes, but is not limited to, carrying out an inspection for the purpose of determining whether the unit is a good state of repair, consistent with the landlord's maintenance obligations as well as those tenant obligations agreed to by the tenant under the terms of this rental agreement;
- (d) not to assign or sublet the leased premises or any part thereof;
- (e) to use and occupy the leased premises only as a private residence;
- (f) not to keep any inflammable 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 will the Tenant allow any activity on the leased premises that will create a fire hazard;
- (g) to permit the Landlord after notice of the end of tenancy has been given by either party, to, at all reasonable times, without notice, show the leased premises to any prospective tenants;
- (h) open vents and windows during spring and summer seasons to provide proper ventilation. Keep windows and vents closed in the winter except as strictly necessary;

- (l) keep all sidewalks, stairs and driveways on or in front of the leased premises clear of snow and ice, and free of obstructions. In the event that the Tenant fails to perform these tasks, the Landlord reserves the right to hire whatever help is required to perform the work and bill the Tenant for same;
- (j) to keep up and preserve in good order and condition the lawn, garden and property belonging and appurtenant to the leased premises. He shall keep cut all grass upon the leased premises and immediately clear the property of all trash and debris. During his tenancy he shall also protect all flowers, trees or bushes now growing or henceforth planted on the property, from waste, injury, or destruction. In the event that the Tenant fails to perform these tasks, the Landlord reserves the right to hire whatever help is required to perform the work and bill the Tenant for same;
- (k) to permit the landlord at anytime to take photos (whether digital, video or otherwise) of the exterior of the leased property. Photos (digital, video or otherwise) may be taken of the interior of the leased premises after access has been gained to the unit in accordance with the terms of this lease.
- (l) replace any glass which may be broken, cracked, or damaged in any way during the period of his tenancy. In the event that there is broken glass about the premises that requires repair at the time at which the tenant assumes control of the premises, the tenant will so advise the Landlord within 48 hours. Failure to so advise the Landlord shall result in the tenant being conclusively deemed responsible for such damage.
- (m) not to damage or deface any walls, roof or woodwork, and not to, without the written consent of the Landlord apply any wallpaper or paint to walls or ceilings or not to install any carpeting or other flooring without the written consent of the Landlord;
- (n) to protect all water pipes, sinks, bath, and accessories from frost damage during the winter and not to use them for any other purpose other than that for which they were constructed;
- (o) to *comply with the Rules and Regulations* which are attached as *Schedule "A"* forming part of this lease, as well as any reasonable change to same that the Landlord may note and communicate to the Tenant. The Tenant will ensure that the same are also observed by members of his family and by his visitors.
- (p) to pay the Landlord at least a sum of \$35 in the event that the Tenant misplaces or loses the keys for the unit and the Landlord is required to unlock the door to the residence at the request of the Tenant. This fee will be more if the landlord is not able to attend and a contractor is called to unlock the door—in such a cases the Tenant is responsible to pay the entire cost to attend for the service call. The Tenant is also responsible for reimbursing the Landlord for the cost of new keys for the apartment, and the cost of new locks if the original keys can not be found by the Tenant or if the Tenant wants the locks changed.

- (q) to allow the Landlord and his agents, consultants, representatives, or contractors, upon at least twenty-four hours written notice, access to the premises for the purposes of performing all repairs and renovations deemed necessary by the Landlord. This clause does not prohibit entry in cases where the Landlord deems an emergency situation to be present and immediate access without notice is required to rectify the situation.
- (r) to permit the Landlord to release his name, address and phone number to the Landlord's agents, consultants, representatives or contractors or contractors' agents responsible for carrying out repairs or inspections as indicated in sections 15 ( c ) and ( q ), above.

16. **LANDLORD'S OBLIGATIONS**

The Landlord agrees to the following responsibilities:

- (a) to allow the Tenant quiet enjoyment of the leased premises;
- (b) to provide the appliances and services listed in Clause 14 on page 4, to the Tenant and to keep such appliances in proper working order, except where damaged by the wilful or negligent act of the Tenant, his family or visitors, in which case responsibility for repairs will rest with the Tenant;
- (c) to provide heat to the leased premises up to a reasonable temperature except during a breakdown or other circumstances beyond the Landlord's control;
- (d) to maintain the leased premises and the entrances, halls, and passageways giving access thereto in a good state of repair and fit for habitation during the tenancy and to comply with health and safety standards including any housing standards required by law. The Tenant shall notify the Landlord immediately of any required repairs within a reasonable period of time. The Landlord shall not be held responsible for damages or personal discomfort resulting either from a breakdown of the electrical, mechanical, plumbing, structural or heating systems or from any other matter which the Landlord, in exercising reasonable diligence, could not have known about or expected, or the cause for which is outside his control;
- (e) that the Tenant, his family, visitors and other persons wishing to deal with him are entitled to enter the leased premises through the main entrance to the building and through the lobbies, passageways, and stairways leading to same;

- (f) to allow the Tenant to remove his fixtures from the leased premises at or prior to the termination of the lease, provided that he can do so without damaging the walls, woodwork or other parts of the leased premises;
  - (g) The landlord shall be responsible for maintaining insurance to protect the Native People of Sudbury Development Corporation against any liability as well as insurance generally against loss or damage to the property of same. The Landlord shall **NOT** be responsible for maintaining insurance covering theft of or damage to property of the Tenant. The Landlord shall not be liable for any damage to property entrusted to employees and other representatives of the Native People of Sudbury Development Corporation or loss to the Tenant's property by theft or otherwise.
17. All of the provisions of the ***Residential Tenancies Act, 2006 (Ontario Regulation 516/06)*** and amendments thereto shall apply to this lease, save to the extent that the Landlord is exempt from same by law. The Tenant acknowledges that this lease may not be subject to rent control legislation.
  18. The Tenant shall not alter or cause to be altered the locking systems on any door except by consent of the Landlord.
  19. Should the Tenant fail to take possession or vacate, or should he abandon the leased premises without having given proper notice to the Landlord, the Landlord may at any time thereafter without notice or demand re-enter and re-let the leased premises to any other persons as he may see fit without prejudice to his right to claim damages against the Tenant for unpaid rent or other losses or damage suffered by the Landlord. Any abandoned furniture and personal effects found in the leased premises may be removed and disposed of as the Landlord sees fit. The cost to remove items left in the unit will be charged to the tenant.
  20. Should the Tenant, or either of them, become bankrupt or insolvent, up to the immediately following three months rent shall become due and payable and this lease may also at the option of the Landlord be immediately terminated.
  21. The Landlord and Tenant may each terminate this lease as prescribed by law. Any notices required by statute on this lease may be delivered as prescribed by the ***Residential Tenancies Act, 2006 (Ontario Regulation 516/06)***. If the Tenant is not present in the leased premises, any notice required to be given to him may be effected by leaving it with any adult person within the leased premises, or by any other method allowed by the ***Residential Tenancies Act, 2006 (Ontario Regulation 516/06)***.

22. Should either the Landlord or the Tenant be in breach of any covenant or agreement in this lease (excepting the covenant to pay rent), then the other party shall, prior to taking any other action, notify the defaulting party in writing of the breach requiring him to remedy it. If the offending party fails to remedy the breach within a reasonable time, the other party may take steps to terminate the lease and/or obtain such other relief or redress as is authorized by law. It is understood, however, that such prior written notice shall not be required before instituting legal proceedings for breach of the covenant to pay rent.
23. Any incorrect information given by the Tenant in the application signed by him or in any subsequent statement signed by him may, at the option of the Landlord, result in immediate termination of this lease.
24. No representations other than those contained in this lease shall be binding upon the parties, and no agreements hereafter made shall be effective to change this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom an enforcement of the change is sought.
25. The Landlord shall not in any event be responsible or liable in any way for:
  - (a) any personal injury or death that may be suffered or sustained by the Tenant or any employee of the Tenant, or any member of the Tenant's family, his agents or guests, or any other person who may be upon the premises;
  - (b) any loss of or damage or injury to any property belonging to the Tenant or any other person while that property is on the leased premises without limiting the generality of the foregoing, this provision applies to damage caused by steam, water, rain or snow which may leak into, or flow from any part of the leased premises or from the water, steam or drainage pipes or plumbing works of the same or from any other place or quarter;
  - (c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
  - (d) any damage caused by anything done or omitted to be done by any Tenant of the Landlord, unless such damage, injury, or death is a direct result of the Landlord's negligence;
26. The Tenant shall, upon termination of tenancy, surrender the premises in like condition as at the commencement of the tenancy, normal wear and tear only accepted. Damages deemed by the Landlord to be of a negligent nature will be charged to the tenant.

27. The Tenant will not do or permit to be done, any act by which a fire hazard may be created or through negligence fail to avoid or remove fire hazards on the premises. The Landlord may from time to time, and at all reasonable times, by his authorized agent or agents inspect the leased premises for the purpose of discovering any condition on the premises which in the opinion of the Landlord, his agent or agents, constitutes a fire hazard. If the Tenant shall fail to remove such fire hazards to the satisfaction of the Landlord, his agent or agents, requiring removal thereof, the Landlord shall without further notice be entitled to enter upon the premises and remove such fire hazards at the expense of the Tenant.
28. Except as otherwise provided in this lease, the references herein to the Landlord shall be deemed to include its successors and assignees, and the references herein to the Tenant shall be deemed to include the executors, administrators, legal representatives, legatees, distributors and assignees of the Tenant. The covenants herein contained shall apply to bind and enure to the benefit of the Landlord and its successors and assignees and to the Tenant and his executors, administrators, legal representatives, legatees, distributors and assignees.
29. Whenever 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 and administrators of the Tenant as the case may be, and if there be more than one Tenant named, the word "Tenant" shall be deemed to include each of such Tenants and their respective heirs, executors and administrators, and all rights and obligations in this lease shall be construed as being both joint and several.
30. Any waiver or failure to act by either the Landlord or 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.
31. For the purposes of this lease, the address of the Landlord shall be **68 Xavier Street, Sudbury, Ontario (P3C 2B9)** unless notice of a different address shall be given by the Landlord to the Tenant.

32. In the event of a change in the size or composition of the Tenant's family, the Landlord reserves the right at his discretion to transfer the Tenant from his leased premises to a housing unit judged by the Landlord to be more appropriate given the nature of the change. All moving costs associated with any such transfer will be borne entirely by the tenant.

If at the time of the change in size or family composition the Landlord does not have, or does not anticipate having in the immediate future, any vacancies for an appropriately-size unit within its portfolio, the Landlord may serve the tenant with a notice to vacate the premises due to no longer qualifying for subsidized housing. This may be done without offering a transfer to another unit within the Landlord's portfolio.

Additionally, if the Tenant's family size becomes such that it no longer meets Ontario Housing Corporation or Canada Mortgage and Housing Corporation housing criteria, the Landlord, upon serving due notice as prescribed by law, reserves the right to request that the Tenant and the Tenant's family vacate the premises.

33. In the event that a unit is occupied by two or more tenants and one of the tenants wishes to depart, the departing tenant, or remaining tenant, shall provide one full month's written notice prior to the commencement of the next rental period if the remaining tenant wishes a rental adjustment due to the change in household income. Failing the provision of notice, the tenants (both departing and remaining) shall be required to pay the rent for the month after the departure based on both incomes unless they can establish to the Landlord's Board of Directors (NPSDC) that in considering all the circumstances, the rent should be calculated upon the income of the remaining tenant only.
34. The tenant agrees to ensure that the smoke detectors located in the rented premises are kept in proper operating condition at all times and to never disconnect the smoke detectors from their power sources or otherwise render them inoperable. In addition, the cover on each smoke detector must always be kept on. The tenant agrees to test every smoke detector at least once each week by using the test button. If a detector fails to sound upon testing, the tenant agrees to immediately contact the landlord for repairs or replacement of the smoke detector.

The tenant will notify the landlord immediately whenever the low battery signal sounds on a battery-operated smoke detector model so that the landlord can install a new battery. Similarly, the tenant will notify the landlord if the "power on" indicator light goes out on an electrically wired smoke alarm so that appropriate repairs may be made. If the smoke detector becomes damaged in any way whatsoever the tenant agrees to immediately notify the landlord so that repairs or replacement of the detector can be made.

- 35. If the rental unit is heated by natural gas or oil heat, the tenant agrees to ensure that the carbon monoxide detectors located in the rented premises are kept in proper operating condition at all times and to never disconnect the carbon monoxide detectors from their power sources or otherwise render them inoperable. In addition, the cover on each carbon monoxide detector must always be kept on. The tenant agrees to test every carbon monoxide detector at least once each week by using the test button.

The tenant will immediately call the local Fire Department whenever the signal sounds on a carbon monoxide detector so that the premises can be checked for potentially dangerous levels of carbon monoxide gases. The tenant and the tenant's family must vacate the unit if the signal sounds. Immediately after such an occurrence the tenant will contact the landlord to report the findings of the Fire Department and to arrange for any necessary repairs. Similarly, the tenant will notify the landlord if the "power on" indicator light goes out on an electrically wired carbon monoxide detector or if any detector fails to sound upon testing. If the carbon monoxide detector becomes damaged in any way whatsoever the tenant agrees to immediately notify the landlord so that repairs or replacement of the detector can be made.

- 36. By signing below, the tenant authorizes *Greater Sudbury Utilities* to forward a copy of all future correspondence regarding overdue hydro account balances for the rental premises to the landlord. This authorization will remain in effect for the duration of the rental agreement and is applicable only when the tenant is responsible for paying hydro directly to the hydro provider.
- 37. The tenant acknowledges receipt of a copy of this lease.

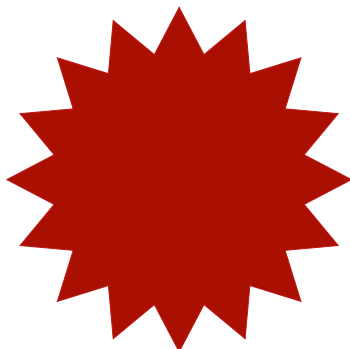
IN WITNESS WHEREOF the parties have signed this lease at Sudbury on the **XX<sup>th</sup>** day of **ENTER MONTH , 2010**.

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**James King-Séguin, Executive Director  
 NATIVE PEOPLE OF SUDBURY  
 DEVELOPMENT CORPORATION**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**TENANT'S NAME, Tenant**



## **SCHEDULE "A"**

### **RULES AND REGULATIONS**

1. All furniture (including but not limited to mattresses, beds, couches, chairs, etc.), furnishings, and personal effects brought into leased premises by the Tenant or the Tenant's guests shall be in a clean, sanitary condition, and free of all insects. If these items require cleaning, and/or professional treatment to eliminate insects, this shall be done at the Tenant's expense ***before*** the items are moved into the leased premises. If it is determined that the rental unit became infested with insects as a result of items brought into the unit by the Tenant or the Tenant's guests, the Tenant will be solely responsible for the cost of treating the unit to eliminate the infestation.
2. In the event that the rental unit requires treatment for an infestation of insects, or treatment is required as a preventative measure to help alleviate the possibility of an infestation, the Tenant agrees to comply with all pest control treatment preparation instructions. Depending on the severity of the infestation, these instructions could include, but are not limited to: moving furniture and personal items, discarding personal items found to be infested with insects, and vacating the unit if necessary.
3. Any and all damage to the leased premises or to the building(s) of which they form a part caused by moving household furniture and effects of the Tenants either into or out of the leased premises shall be the responsibility of the Tenant.
4. 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 leased premises.
5. Window screens shall not be removed by the Tenant except for cleaning purposes and shall be replaced immediately thereafter.
6. The plumbing, gas and electrical equipment shall not be used for any purposes other than those for which they were constructed.
7. No additional heating units or electrical wiring shall be installed in the leased premises except with the approval in writing of the Landlord. The Tenant shall not overload the electric circuit nor use fuses in excess of fifteen amperes capacity in the lighting circuits.
8. All garbage shall be disposed of as instructed by the Landlord.
9. Water shall not be left running unless in actual use.
10. The Tenant shall not make any alterations to or decorate the leased premises or alter the equipment or install fixtures therein without first obtaining the written consent of the Landlord. All such alterations shall immediately become the property of the Landlord without payment of any compensation to the Tenant.
11. The Tenant shall not use any regular-sized clothes washer or dryer in the rental premises unless it is properly located and installed in the designated laundry room of the building. In addition, all clothes dryers must be properly vented to the outside.
12. The Tenant shall be held strictly responsible for any loss or damage to the leased premises or to other dwelling accommodation in the building resulting from overflow of water or from windows being left open in the leased premises.
13. The Tenant shall not carry on any business or commercial enterprise in the leased premises nor shall he use same for any illegal purposes.
14. Use and possession of illegal substances is prohibited on the leased premises.
15. Beds are permitted only in rooms designated by the landlord as bedrooms. No beds are permitted in recreation rooms or in basement areas unless the landlord designates a room in the basement as being a bedroom.

## **SCHEDULE "A"**

### **RULES AND REGULATIONS**

16. The Tenant, his family, and visitors shall not make or allow any excessive noise or disturbances to be made in the leased premises or do anything which interferes in any way with the comfort of other tenants or neighbours in the area and shall not persist in making such noise or disturbances after request to discontinue has been made by the Landlord.
17. Air-vents attached to steam radiators shall not be opened or tampered with by the Tenant or by members of his household and radiator valves must be turned off tight or on full. Any damage to the plaster or ceilings in other dwelling accommodations caused by neglect of these precautions shall be the responsibility of the Tenants.
18. All personal property placed in the leased premises shall be at the sole risk of the owner of such property. The Landlord shall not be responsible for damage to such personal property.
19. The Tenant is responsible for all noise and/or damages caused by any pet kept on or visiting the premises. The Tenant will ensure that the pet stops creating a disturbance immediately upon receiving a complaint about noise. The Tenant will also immediately pay for all damages caused by the pet. In addition, the Tenant is responsible to ensure that all pet excrement is picked up on a daily basis and deposited into a proper garbage container. No pets deemed dangerous to other tenants or to the public may be kept on the premises. Pets must be leashed or/and muzzled when required by law. This clause cannot be in conflict with existing **Residential Tenancies Act, 2006 (Ontario Regulation 516/06)** legislation and any amendments of the Act.
20. The Tenant shall be strictly responsible for damage to any premises of the Landlord caused by the wilful or negligent conduct of the Tenant, his family or visitors.
21. The Tenant is responsible for ensuring all electrical fixtures in the rental unit are equipped with light bulbs of the correct wattage. Lights bulbs shall be no greater than 60 watts in any electrical fixture and burnt bulbs are to be promptly replaced by the Tenant. Also, in rental units where the electrical box is equipped with fuses, the Tenant is responsible for ensuring burnt fuses are immediately replaced with **only** 15 amperage fuses. Replacement of light bulbs and 15 amp fuses is to be done at the Tenant's expense.
22. Where the rented unit is part of a duplex building, the cleanliness and the good state of repair in the common areas of the duplex shall be the responsibility of each Tenant. In addition, the responsibility for snow shovelling, grass cutting, and general yard maintenance will be shared equally between the Tenants of the upper and lower apartments. Failure to perform these tasks will result in the Landlord hiring a contractor to complete the work and the Tenant, or Tenants, who were responsible for the task will be invoiced for the job.
23. The tenant agrees to provide the Landlord with his new address and phone number before moving from the leased premises to be used for future reference if needed.

## **SCHEDULE "A"**

### **RULES AND REGULATIONS**

24. The tenant must obtain written permission from the landlord before installing a satellite dish at the rental premises. If permission is granted, the tenant must ensure that the satellite dish is installed at a location pre-determined by the landlord in writing. The tenant is responsible for all installation and removal costs associated with the satellite dish. The tenant is also responsible for all damages caused to the rental premises by the installation or removal of the satellite dish.
- If a satellite dish is installed without first obtaining written permission from the landlord, the tenant will immediately remove it from the premises upon being served notice to do so by the landlord. If the satellite dish is not removed within the time frame given in writing by the landlord, the landlord may remove the dish and charge the tenant for all costs (including but not limited to labour and damages caused to the rental premises) associated with its removal. The tenant assumes full responsibility for the cost of the satellite dish even if it must be removed by the landlord as described above.
25. Tenants are not to install swimming pools of any size on the grounds of the rental premises.
26. Tenants are not permitted to install an ice or skating rink on the premises. Rinks consume large quantities of water and cause damage to lawns.
27. Tenants are not allowed to install air conditioners in the rental premises except with the *written approval* of the landlord. Tenants acknowledge that an extra charge may apply for the use of an air conditioner on the property and that the cost of all electrical problems and/or damages caused by the installation of an air conditioner are to be paid entirely by the tenant. All air conditioners permitted to be installed by the landlord must be in proper operating condition, must not over-load electrical circuits, and must not cause damage to any windows or openings in the rental property.
28. Tenants are not to place black or green garbage bags or plastic on windows to act as curtains. The heat generated by these bags when they absorb sunlight causes window seals to fail, damaging the windows. In the event that a Tenant places black or green garbage bags or plastic on windows and this causes damage to those windows, the Tenant shall pay all costs associated with replacing or repairing the damaged windows.
29. The tenant agrees to refrain from smoking inside the rental unit in all cases where the rental unit described in this lease is attached to another unit or building used for residential purposes.