**ATTACHMENT WITH ADDITIONAL TERMS TO THE RESIDENTIAL TENANCY AGREEMENT (STANDARD FORM OF LEASE)**

Made pursuant to s. 241.1, 3.(i) of the RTA and clause 15 of the Standard Form of Lease

**18. Occupants**

It is understood and agreed that the following persons, in addition to the Tenant(s) identified in clause 1 of the Residential Tenancy Agreement (Standard Form Of Lease) (hereafter, the “Standard Lease”) shall occupy the Rental Unit:

### Occupant Name(s):

The Tenant(s) agree(s) that (s)he will inform the Landlord identified in clause 1 of the Standard Lease (the “Landlord”) if any of the occupants listed above cease to be occupants of the rental unit identified in clause 2 of the Standard Lease (the “Rental Unit”) at any time during the term of the Tenant’s tenancy, or any renewal thereof. The Tenant also agrees that (s)he will inform the Landlord of the full legal name and date of birth of any additional occupant who is not listed above, but who becomes an occupant of the Rental Unit at any time during the term of the Tenant’s tenancy, or any renewal thereof.

**19. Possession Delayed**

If the Landlord is unable to give the Tenant possession of the Rental Unit on the date the tenancy starts, as specified in clause 4 of the Standard Lease, for any reason, including but not limited to, turnover or construction delays, or an overholding tenant, the Landlord shall not be liable to the Tenant or any occupant of the Rental Unit, but the Landlord shall give possession of the Rental Unit to the Tenant as soon as the Landlord is able to. If the Landlord is unable to give the Tenant possession of the Rental Unit on the date the tenancy starts, then the rent will abate until possession of the Rental Unit is offered by the Landlord to the Tenant.

Failure by the Landlord to give possession of the Rental Unit to the Tenant on the date the tenancy starts shall not affect the validity of the Standard Lease or these Additional Terms to the Standard Lease (the “Additional Terms”), the obligations of the Tenant, or be construed in any way to extend the term set out in clause 4 of the Standard Lease.

**20. Payment of Rent**

Rent payments may be made as directed by the Landlord by personal cheque, certified cheque, money order, interac e-transfer, or any other lawful method that the Landlord may permit from time to time. Acceptance of any other form of payment from time to time shall not constitute a waiver of this term.

Rent is due on the 1st of each month. If rent is not paid in full by the 5th of the month the landlord will add a $50.00 service charge.

Any rent that is paid by anyone other than the Tenant identified in clause 1 of the Standard Lease shall be deemed to have been paid on behalf of the Tenant.

**21. Occupant Spouse Bound**

The Tenant agrees to notify the Landlord in writing if a spouse of the Tenant occupies the Rental Unit at any time during the term of the Tenant’s tenancy or any renewal thereof. If the Rental Unit is occupied as a principal residence by a spouse of the Tenant as defined in the RTA, and where said spouse obtains the status of “tenant” of the Rental Unit pursuant to the RTA, this Agreement is deemed to be amended to

include such spouse as a tenant in clause 1 of the Standard Lease. Such spouse shall be deemed to have consented to be bound by this Agreement jointly and severally with the Tenant in all respects, including the obligation to pay rent and any arrears of rent. Any spouse obtaining the status of “tenant” shall provide the Landlord with such personal information as the Landlord determines necessary to enforce this Agreement and a failure to do so shall be deemed a serious breach of this Agreement.

**22. Covenants**

The Tenant agrees to abide by the covenants, agreements, and all provisions of the Standard Lease and the Additional Terms, and agrees to give notice thereof to any person who resides in the Rental Unit. The Tenant shall give such notice to the occupants identified in clause 18 of these Additional Terms on or before the date that the Tenant’s tenancy starts and is hereby deemed to give notice of said covenants, agreements, and provisions to any person who is not identified in clause 18 above on or before the date that the person begins residing in the Rental Unit.

**23. Bankruptcy**

In the event of the bankruptcy of the Tenant, the Landlord shall rank as a preferred creditor pursuant to the *Bankruptcy and Insolvency Act* in respect of arrears of rent for a period of three months next preceding bankruptcy. The Tenant and the Landlord agree that if the Tenant becomes bankrupt, the balance of the term set out in clause 4 Standard Lease shall be terminated and the Tenant shall become a month-to- month tenant, subject to all of the terms and conditions of the Standard Lease and these Additional Terms, and subject to the rights of the Trustee. On the day immediately following the day that the Tenant becomes bankrupt, the Tenant’s obligation to pay rent shall immediately commence for the balance of the month in which the Tenant became bankrupt, and thereafter the rent shall be paid in advance on the first day of each and every month, as provided for in clause 5 of the Standard Lease.

**24. Use**

The Tenant agrees to use the Rental Unit as a residential dwelling and for no other purpose.

Without limiting the generality of the foregoing, the Tenant shall not conduct or permit any act or activity within the Rental Unit or the residential complex for which consideration would normally be paid, including the operation of babysitting or child care services, or the operation of any other business or commercial use, nor shall the Tenant use, list, or advertise the Rental Unit in any place or on any website or online service for short-term rental accommodation for which consideration is to be paid, or as part of any commercial arrangement whatsoever. In addition, the Tenant shall not seek compensation from the Landlord in respect of any interference or interruption to any economic activity engaged in by the Tenant or an occupant of the Rental Unit at the Rental Unit or residential complex.

Without limiting the generality of the foregoing, the Tenant shall not conduct or permit a sale (including a “yard sale”) or auction to be held in the Rental Unit or residential complex without written consent of the Landlord.

**25. Condition of Rental Unit**

Further to clauses 12 and 13 of the Standard Lease, the Tenant acknowledges that the Rental Unit and all appliances and appurtenances in the Rental Unit are in clean condition free from visible defects, and fit for habitation and use, and that the Tenant has confirmed this condition by inspecting the Rental Unit prior to signing the Standard Lease and Additional Terms. The Tenant covenants to inform the Landlord in writing, within seven (7) days of the date that the Tenant’s tenancy starts, of any defects or deficiencies in the condition of the Rental Unit, appliances, or appurtenances.

The Tenant acknowledges that there is no promise, representation, or undertaking by or binding upon the Landlord, nor is a request made by the Tenant, with respect to any alteration, remodeling, decorating, or installation of equipment or fixtures in the Rental Unit.

**26. Care of Rental Unit**

Further to clauses 12 and 13 of the Standard Lease, the Tenant agrees to maintain the Rental Unit, appliances, and appurtenances in the same condition existing at the start of the Tenant’s tenancy, or as improved by the Landlord thereafter, reasonable wear and tear excepted. The Tenant also agrees to keep the Rental Unit in a reasonable state of cleanliness at all times.

The Tenant shall not cause or permit any substance or object to enter or be poured or placed in any sink, drain or toilet in the Rental Unit, except for such substances or objects as are consistent with the intended use of such sink, drain or toilet. Without limiting the generality of the foregoing, the Tenant shall flush only human waste from the toilet and shall not dispose of any grease or refuse in any sink, drain or toilet in the Rental Unit.

The Tenant shall not make any alterations to, or decorate, the Rental Unit without the Landlord’s prior written consent, and upon termination of the Tenant’s tenancy, shall remove any alterations or decorating, and shall restore the Rental Unit to the same condition as it was in when the tenancy started, or as improved by the Landlord thereafter, reasonable wear and tear excepted.

The Tenant is responsible for the cost to repair damage to the Rental Unit, appliances, and/or appurtenances that is caused by the willful or negligent conduct of the Tenant, an occupant, or anyone permitted in the Rental Unit by the Tenant or an occupant.

**27. Maintenance Issues: Written Notice Required**

Further to clauses 12 and 13 of the Standard Lease, the Tenant agrees to give the Landlord prompt written notice of any damage, accident, or defect in the Rental Unit or residential complex that the Tenant becomes aware of, and of any repairs or maintenance required to be done by the Landlord with respect to the Rental Unit or residential complex that the Tenant becomes aware of, as soon as possible after the Tenant becomes aware that such maintenance or repairs are necessary. The Tenant, in giving written notice, shall do so in accordance with the Landlord’s maintenance protocols and procedures, as directed by the Landlord from time to time or, in the absence of such direction, by simple written notice, and all written notices shall be given to the Landlord named in the Standard Lease, or to any successor landlord that the Tenant is notified of in writing. The Tenant agrees to allow the Landlord a reasonable opportunity to complete any repairs or maintenance that the Landlord is required to complete by law or under the Standard Lease or Additional Terms.

The Tenant shall not direct or call any person not employed by the landlord to complete any repair or maintenance in respect of the Rental Unit.

**28. Right of Entry by Landlord**

The Tenant agrees that the Landlord, at the Landlord’s sole discretion, shall be entitled to enter the Rented Premises for the purpose of making condition, insurance or appraisal inspections, repairs and alterations, including renovations, and pest control measures, regardless of whether the Tenant believes such inspections, repairs, renovations or measures are necessary, and the Landlord shall not be treated as a trespasser for the purpose of such entry furthermore, the Tenant agrees that the Landlord may enter the Rented Premises in the manner specified under the RTA for the purpose of exercising its rights to show to enter the unit hereunder or under the RTA or to inspect such premises in preparation for a hearing before a court or tribunal. It is further agreed that the Landlord’s exercise of a right of entry under this clause shall not constitute a breach of the covenant with the Tenant for quiet enjoyment of the Rented Premises.

**29. Reduction in Services or Facilities**

The Landlord and the Tenant agree that it shall be reasonable for the Landlord, in its sole discretion, to reduce or discontinue any service, facility, privilege, accommodation, or thing that is included in the Total Rent Payable under clause 5 of the Standard Lease or by law, at any time during the term of the Tenant’s tenancy or any renewal thereof, except for vital services as defined in the RTA. If the Landlord permanently

reduces or discontinues such service, facility, privilege, accommodation, or thing, then the Tenant’s rent may, if applicable, be adjusted pursuant to the RTA, and there shall be no further or other compensation payable to the Tenant in respect of, or in relation to, any such reduction or discontinuance.

**30. Harassment and Interference with Tenants, Landlord**

The Tenant shall notify the Landlord in writing, and within 2 business days, of any conduct of the Landlord, its agents, its employees, or other tenants or occupants of the residential complex, that the Tenant perceives as harassment or interference with the Tenant’s legal interest or reasonable enjoyment of the Rental Unit or residential complex. Such written notice shall include particulars giving rise to the Tenant’s assertion so that the Landlord may conduct an investigation. The Tenant shall not harass or interfere with the reasonable enjoyment or the lawful rights, privileges or interests of the Landlord or any of its agents or employees. The Tenant acknowledges that the *Occupational Health and Safety Act* prohibits harassment of the Landlord’s employees.

**31. Smoking or Burning of Any Substance in Rental Unit**

In all cases where the Landlord has checked, in clause 10 of the Standard Lease, that there are smoking rules, the smoking rules are as follows: The Tenants, occupants, and their invitees are prohibited from engaging in the smoking of tobacco, cigarettes, or the burning or smoking of any other substance in the Rental Unit or in common areas inside or outside of the building, unless the Landlord specifically authorizes same in writing, or unless same is required to accommodate a person under the provisions of the *Human Rights Code*. All references to “smoking” are deemed to include the smoking or burning of any substance.

**32. Rules and Regulations**

**A Parking**

Automobiles shall only be parked in spaces that the Landlord may designate from time to time and the Landlord shall have the right to reassign such spaces from time to time in its sole discretion. The Tenant shall provide the Landlord with all information that the Landlord may require to identify the Tenant’s automobile and the Tenant shall affix to the automobile such identification as the Landlord may designate from time to time. The Tenant shall not assign or sublet any parking space to another person.

Any parking space allotted to the Tenant by the Landlord may be used only for the purpose of parking one automobile which is regularly operated by the Tenant. It is agreed and understood that the Tenant shall not park or store anywhere in the residential complex any additional automobile, any automobile which has been abandoned or is inoperable or does not bear any valid license permit, or a commercial vehicle (including a taxi or limousine), recreational vehicle, trailer, boat, or other object. Bicycles may be stored only in areas specifically designated by the Landlord. If the Tenant parks or stores any automobile or object that is prohibited by this clause, the Landlord shall have the right to remove said automobile or object from the residential complex at the Tenant’s risk and expense. No action shall lie against the Landlord in replevin, conversion, damages, or otherwise as a consequence of such removal.

There shall be no repairs, cleaning, washing, or maintenance of any vehicle carried out anywhere within the residential complex, including in any designated parking area or parking space.

**B E-Bikes, Mobility Scooters, etc.**

E-Bikes, mobility scooters, and any similar devices or vehicles may be used and stored in the residential complex only in the manner and locations prescribed by the Landlord and in accordance with occupancy standards. A separate charge may be payable to the Landlord if it is agreed that the Landlord will provide electricity for device charging purposes. Without limiting the generality of the

foregoing, no e-bike or mobility scooter may be stored or charged in any common area of the residential complex without the express written agreement of the Landlord and the Tenant.

**C Fire**

The Tenant shall not do, bring, or keep anything in the Rental unit or residential complex, or permit such act that will in any way create a risk of fire or increase the rate for fire insurance on the building or its contents. Without limiting the generality of the foregoing, the Tenant shall not use the living space in the Rental Unit for excessive storage, including hoarding, of combustible material and/or personal or other property.

Barbecuing and the making of fires is prohibited in the Rental Unit, on the balcony or patio of the Rental Unit, and every other place in the residential complex.

**D Noise**

The Tenant shall not cause or permit any noise or interference which is disturbing to the comfort or reasonable enjoyment of the Rental Unit or any part of the residential complex by the Landlord or any other tenant.

**E Notice: Video Surveillance**

The Tenant hereby accepts notice that interior and/or exterior common areas of the residential complex may be subject to video surveillance by the Landlord or its agents for the purpose of maintaining security and prevention of crime. Tenant access to video records shall be in accordance with the Landlord’s Privacy Policy.

**F Access**

The sidewalks, entry, passageways, and stairways in the common areas of the residential complex shall not be obstructed or used for any purpose except for proper access to and from the Rental Unit, and no door shall be propped open.

The Landlord shall have the right to limit access to the residential complex by delivery services or solicitors, at its sole discretion, but access to canvassers is permitted if such canvassers are authorized pursuant to the RTA.

**G Painting and Alteration**

Further to clause 12 of the Standard Lease, the Tenant shall not, in or on any portion of the Rental Unit or residential complex, install wallpaper upon, paint or permit the painting of, any wall, ceiling, floor, or fixture erect or permit the erection of any structure or make or permit any other changes or alterations, without the prior written consent of the Landlord.

Without limiting the generality of the foregoing, there shall also be no spikes, nails, hooks, screws, or stick-on hangers put into or upon any woodwork or trim in the Rental Unit or residential complex. The tenant shall not use or install any adhesive products or self-adhesive products, including but not limited to self-adhesive picture hangers, clothes hooks, refrigerator decorations, and bathroom decals, in any common area of the residential complex, and the Tenant is responsible for the repair of any damage caused by the use of such products within the Rental Unit.

**H Light Bulbs and Fuses**

The Landlord shall furnish light bulbs in all of the fixtures and fuses in any panel box installed by the Landlord at the time that the Tenant takes possession of the Rental Unit, but not thereafter. The Tenant shall be responsible for replacing such light bulbs and fuses with replacements of equivalent type and quality during the term of the Tenant’s tenancy and any renewal thereof.

**I Smoke and Carbon Monoxide Alarms**

The Tenant acknowledges receipt of smoke alarm, and where applicable carbon monoxide alarm, maintenance information and shall immediately inform the Landlord in writing of any damage to, or malfunction of, any smoke or carbon monoxide alarm provided by the Landlord, in which case the Landlord shall service and maintain said alarm.

The Landlord shall furnish batteries for each smoke and carbon monoxide alarm requiring batteries when the Tenant takes possession of the Rental Unit, but the batteries for such alarms shall thereafter be replaced as needed, from time to time, by the Tenant and no batteries shall be removed from such alarms unless immediately replaced with working batteries.

The Tenant shall not disable any smoke or carbon monoxide alarm provided by the Landlord, ever. If any damage to or malfunction of a smoke or carbon monoxide alarm provided by the Landlord is the result of a willful or negligent act or omission of the Tenant, an occupant, or any person permitted in the Rental Unit by the Tenant or an occupant, then the Tenant shall reimburse and indemnify the Landlord for any expenses incurred for servicing or replacement of such equipment and if the Landlord is assessed fines or other financial penalties resulting from such act or omission, the Tenant shall reimburse and indemnify the Landlord for any such fines or penalties and for its reasonable legal costs and disbursements incurred in defending legal proceedings arising from the Tenant’s act or omission.

**J Shades and Balconies**

No awnings, shades, flower boxes, aerials, satellite dishes, or other items shall be erected over or placed upon outside windows, doors, balconies, or patios. Balconies and patios shall not be used for hanging or drying clothes or for storage. No objects or substances whatsoever shall be dropped, thrown, propelled, or projected from the Rental Unit, and the Tenant shall not permit such act. The Tenant shall not operate or use, or permit the operation or use, of any drone or other remote- controlled aerial device from or on the Rental Unit’s balcony, or from or within any other part the residential complex.

Where drapes and drapery tracks are provided by the Landlord, they shall not be removed. Where drapes are supplied by the Tenant, the side of the drapes facing the exterior of the building shall be of a light, neutral colour. The Tenant shall not install or permit the installation over any windows or doors any flags, sheets, towels, metal, or other similar items which, in the sole opinion of the Landlord are detrimental to the appearance of the building.

The Tenant shall maintain the balcony or patio area of the Rental Unit in a neat and tidy condition at all times to the Landlord’s satisfaction, and the Tenant shall not install or place carpeting, interlocking stone or mats, or decking of any kind on the balcony or patio.

**K Signs**

No signs, advertisements, or notices shall be posted or inscribed on or in any part of the residential complex by the Tenant, except with the Landlord’s consent, in a place designated by the Landlord.

**L Pets**

The Tenant acknowledges and agrees that he or she is responsible for the cost of the repair of any damage to the Rental Unit or residential complex, or any appliance or appurtenance in the Rental Unit or residential complex, caused by any animal, bird, reptile, or pet brought into or permitted in the Rental Unit or residential complex by the Tenant, an occupant, or any person permitted in the Rental Unit or residential complex by the Tenant or an occupant. The Tenant and/or occupant shall collect and properly dispose of all feces deposits made by their pet(s) in common areas of the residential complex shall not allow their pet to urinate on residential complex grounds and, ensure

that proper protocols and equipment are in place in the Rental Unit to prevent damage caused by Pet excrement or urine.

**M Vermin**

The Tenant shall keep the Rental Unit free from vermin and pests. In the event that vermin or pest control treatment is necessary in the Rental Unit, the Tenant shall carry out all protocols for preparation of the Rental Unit for such treatment as directed by the Landlord or its vermin or pest control contractor, and the Tenant shall be responsible for the cost of any fees or charges incurred by the Landlord or charged by its vermin or pest control contractor as a result of the Tenant’s failure to adequately comply with such preparation protocols, including any refusal to permit vermin or pest control treatment in the Rental Unit. The Tenant shall not refuse entry into the Rental Unit by the Landlord or its vermin or pest control contractor for the purpose of treating the Rental Unit for the eradication of vermin or pests. In the event that vermin or pest control treatment is required in the Rental Unit as a result of any willful or negligent conduct of the Tenant, an occupant, or any person permitted in the Rental Unit by the Tenant or an occupant, then the Tenant is responsible for the costs of such vermin or pest control treatment, as charged by the Landlord’s vermin or pest control contractor.

**N Garbage and Recycling**

All garbage shall be wrapped in plastic or disposable garbage bags and tied, and sorted if required, and placed by the Tenant in the area(s) designated by the Landlord, and at such times as the Landlord may designate, all in conformity with Health regulations and any applicable recycling regulations. It is expressly agreed and understood that garbage shall not, at any time, be stored outside the Rental Unit, except at such times and in such areas as may be designated by the Landlord.

**O Cannabis**

The Tenant shall not cultivate, grow, produce, purchase, sell, distribute, or smoke (including vaping) any cannabis plant or product within the Rental Unit or residential complex. If the Tenant generates smoke from any cannabis plant or product for medical purposes, the Tenant shall notify the Landlord in writing, and together with the Landlord shall create a plan for the Tenant to consume such cannabis plant or product in a manner that minimizes interference or disturbance to other tenants or the Landlord.

**P Noxious Substances**

The Tenant shall not bring or store or permit the bringing or storage of any contaminants or noxious, dangerous, or toxic substances into or upon the Rental Unit or the residential complex. If a question arises about a contaminate or a noxious, dangerous, or toxic substance, such question will be answered having regard to Ontario or federal law, or by a person whom the Landlord believes to be an expert qualified to determine the question.

**Q Laundry Rooms**

The Tenant shall be entitled to use at his own risk and expense the coin operated automatic washers and drying machines installed in the building and provided for the convenience of all Tenants. The Landlord does not warrant the sufficiency or performance of the said machines and shall be free from all responsibility for any damage or loss by reason of the use thereof. The use of washing machines and dryers in common area laundry rooms, if any, shall be subject to any rules, regulations, or notices posted or provided by the Landlord. No laundry shall be hung in, around, or about any common area of the residential complex.

**R Appliances**

The Tenant shall not use any appliance in addition to those supplied by the Landlord including, without limiting the generality of the foregoing, any space heater, dishwasher, air-conditioner, washing machine, clothes dryer, or refuse compactor, without first obtaining the written consent of the Landlord, and paying to the Landlord the required charge for the use thereof. The Tenant shall properly care for all appliances supplied by the Landlord and notify the Landlord in writing if any such appliance requires repair. If any damage is caused to such appliances by the willful or negligent action or omission of the Tenant, an occupant, or any person permitted in the Rental Unit by the Tenant or an occupant, the Tenant shall be responsible to pay for any required repair or replacement.

**S Moving**

Household furniture and effects may be moved into or removed from the Rental Unit only at such times and in such manner as prescribed by the Landlord. The Tenant shall not damage any part of the Rental Unit or residential complex by moving furniture or other effects in or out, and the Tenant agrees to indemnify the Landlord for any expenses incurred in repairing any damage so caused.

**T Locks**

The Tenant shall not add to or alter the locking system on any door giving access to the Rental Unit without the prior written consent of the Landlord. The Landlord may change or add to the locking system of any door in the residential complex, including doors giving access to the Rental Unit, provided that the Landlord gives the Tenant replacement keys.

If the Tenant or an occupant locks himself or herself out of the Rental Unit, the Landlord is not obligated to unlock the Rental Unit, and the Tenant is responsible for all costs of re-entry, including but not limited to locksmith charges, and the costs for the repair of any damage caused to the lock, door, Rental Unit or residential complex during such re-entry.

**U General**

The Rules, regulations, and posted notices governing the use of any additional services provided by the Landlord shall be observed and adhered to. Such services may include, but are not limited to, swimming pools, saunas, exercise rooms, recreational areas, and similar services, which are to be for the exclusive use of the Tenant, and from which occupants or guests may be excluded.

The Tenant shall not violate, or permit or tolerate the violation of, any Federal, Provincial, or Municipal statute, regulation, law, or by-law within the Rental Unit or the residential complex.

The Landlord may, on reasonable written notice to the Tenant, prescribe and implement additional Rules and regulations from time to time as the Landlord may deem appropriate for the operations of the residential complex or to otherwise address conduct or other specific issues that may arise between the parties to this agreement. The Landlord and Tenant agree that a breach of the Rules shall constitute a serious breach of this tenancy agreement.

**33. Assignment and Sublet**

### Assignment:

Further to clause 14 of the Standard Lease and clause P of the “General Information” portion of the Standard Lease, the Tenant may assign the Rental Unit only in accordance with this clause and the RTA. The Tenant covenants not to assign the Rental Unit without first requesting, in writing, and receiving written leave of the Landlord to do so. If the Landlord consents to an assignment of the Rental Unit, the Tenant shall not assign the Rental Unit to a potential assignee without first requesting, in writing, that the Landlord consent to the assignment of the Rental Unit to the potential assignee and receiving the Landlord’s written

consent thereto, which consent will not be arbitrarily or unreasonably refused however, the Landlord may charge an administration and processing fee in respect of the expenses associated with each assignment request made by the Tenant and the granting or withholding of such consent. It is further agreed that a request to assign to a specified assignee shall be deemed not to have been made until any applicable administration and processing fee has been paid and submitted along with the Tenant’s written request. Each written request made under this section shall be delivered personally or by mail to the Landlord at the address set out in clause 3 of the Standard Lease, but if given by mail, said written request is deemed to have been delivered five (5) days after the written request is mailed, not including weekends or holidays, but in no case shall such a written request be deemed to have been received by the Landlord before it is actually received by the Landlord. In all cases, no assignment of the Rental Unit to any prospective assignee shall occur until the Tenant and any and all prospective assignee(s) have delivered to the Landlord all completed documentation that the Landlord may reasonably require and request from the Tenant and/or the prospective assignee(s). Unless and until an assignment occurs, the Tenant remains liable for all obligations under the Standard Lease and the Additional Terms, including the obligation to pay rent.

### Sublet:

Further to clause 14 of the Standard Lease and clause P of the “General Information” portion of the Standard Lease, the Tenant may only sublet the Rental Unit in accordance with this clause and the RTA. Prior to subletting the Rental Unit to any other person(s), the Tenant shall request the Landlord’s consent to sublet the Rental Unit, in writing, and such written request shall include the name(s) of all prospective subtenant(s). The Tenant shall not sublet the Rental Unit to any prospective subtenant prior to receiving the Landlord’s written consent to such sublet, and the Landlord shall not arbitrarily or unreasonably withhold consent to sublet the Rental Unit to (a) specific subtenant(s). Where the Tenant is a monthly tenant, the Tenant shall not sublet the Rental Unit for a term extending beyond the last day of the month in which the sublet occurs. Where the Tenant’s tenancy is for a fixed term, the Tenant shall not sublet the Rental Unit for a term extending beyond the last day of the term of the Tenant’s tenancy.

In all cases, the Landlord may charge an administration and processing fee in respect of the expenses associated with each request for consent to sublet made by the Tenant and the granting or withholding of such consent. A written request to consent to the sublet of the Rental Unit may be given to the Landlord in person or by mail, but if given by mail, said written request is deemed to have been delivered five (5) days after the written request is mailed, not including weekends or holidays, but in no case shall such a written request be deemed to have been received by the Landlord before it is actually received by the Landlord.

No written consent to sublet the Rental Unit to any prospective subtenant(s) unless and until the Tenant provides the Landlord with an original copy of an executed sub-tenancy agreement between the Tenant and any and all prospective subtenants, specifying the date of termination of the sub-tenancy, and providing that the sub-tenancy agreement may not be amended by the parties thereto without the written consent of the Landlord, which consent may be arbitrarily or unreasonably withheld. The Tenant and the prospective subtenant(s) shall also deliver to the Landlord any and all other completed documentation that the Landlord reasonably requires and requests from the Tenant and/or the prospective subtenant(s), and no consent to a sublet of the Rental Unit to any prospective subtenant(s) shall be given by the Landlord until all such completed documentation is received by the Landlord.

The Tenant acknowledges that, in the event that the Rental Unit is sublet, the Tenant shall continue to be bound by all provisions of the Standard Lease and the Additional Terms, including the obligation to pay rent, until such time as the Tenant’s tenancy is terminated. The Tenant further acknowledges that any subtenant(s) must vacate the Rental Unit on or before the termination date set out in the sub-tenancy agreement, and the Tenant shall deliver vacant possession of the Rental Unit to the Landlord upon termination of the Tenant’s tenancy.

It is acknowledged and understood by the parties that any rent paid by any subtenant to the Landlord shall be deemed to have been paid on behalf of the Tenant, but only during the term of the sub-tenancy approved by the Landlord.

**34. Abandonment of Rental Unit by Tenant**

If the Tenant is in arrears of rent, and it appears to the Landlord that the Tenant has permanently vacated or abandoned the Rental Unit without the Tenant’s tenancy for the Rental Unit otherwise being terminated in a manner permitted by the RTA, the Landlord may enter the Rental Unit and, in addition to all other rights reserved to the Landlord, may re-rent the Rental Unit to another tenant. The Rental Unit shall be deemed to have been permanently vacated or abandoned by the Tenant if an inspection by the Landlord reveals the Rental Unit to be substantially 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 Landlord may determine that the Tenant has permanently vacated or abandoned the Rental Unit.

If the Tenant intends to be away and leave the Rental Unit vacant for an extended period of time, the Tenant shall notify the Landlord of same in writing, indicating the dates during which the Rental Unit will be left vacant.

Further, if the Tenant is in arrears of rent and the Tenant permanently vacates or abandons the Rental Unit without the Tenant’s tenancy being terminated in a manner permitted by the RTA, the Tenant shall continue to be responsible for all obligations imposed on the Tenant by the Standard Lease, the Additional Terms, and the RTA, including the obligation to pay rent, until the earliest date on which a lawful notice of termination could have been effective if it were given to the Landlord by the Tenant on the date that the Landlord knew or reasonably ought to have known that the Rental Unit had been permanently vacated or abandoned by the Tenant, subject only to the Landlord’s obligation to mitigate its losses.

Upon re-entry of the Rental Unit by the Landlord after the Tenant’s tenancy is terminated or upon the permanent vacating or abandonment of the Rental Unit by the Tenant, the Landlord may dispose of any articles, effects, belongings, or furnishings of any kind found in or about the Rental Unit in accordance with the RTA. In the event that any such articles, effects, belongings, or furnishings are sold by the Landlord, the proceeds of such sale shall be applied toward the Landlord’s reasonable out-of-pocket expenses incurred in the course of the Landlord moving, storing, securing, or selling such property, and any arrears of rent, and legal costs and disbursements incurred by the Landlord, without prejudice to the Landlord’s right to recover any deficiency still remaining. It is further agreed and acknowledged that any property found in the Rental Unit by the Landlord at the time of re-entry is deemed to be the property of the Tenant, unless the Tenant advises otherwise, in writing, prior to such re-entry.

If the Tenant permanently vacates or abandons the Rental Unit without the Tenant’s tenancy being terminated in a manner permitted by the RTA, and the Rental Unit continues to be occupied by any person(s) who were permitted in the Rental Unit by the Tenant, or if the Tenant transfers occupancy to any person(s) in any manner other than through assignment or sublet pursuant to the RTA, it is acknowledged and agreed that the Tenant shall be deemed to be in possession of the Rental Unit until it is permanently vacated by any such occupant(s). All of the Tenant’s obligations under this Agreement shall continue until the Tenant’s tenancy is lawfully assigned or terminated in a manner permitted by the RTA.

**35. Insurance**

Further, and in addition to clause 11 of the Standard Lease, the Tenant shall, during the entire term of the tenancy and any renewal thereof, at his or her sole cost and expense, obtain and keep in full force and effect, fire, water, contents, property damage, and public liability insurance in an amount that the Landlord, acting reasonably, considers adequate. The Tenant agrees to provide the Landlord with proof of such insurance coverage upon request of the Landlord, at any time. The Tenant shall notify the Landlord immediately, in writing, if such insurance policy is cancelled or terminated for any reason. It is further agreed and understood that, while the Landlord has the right to be provided with proof that such insurance is in effect, it is the Tenant’s responsibility to obtain the required insurance and it is not the Landlord’s obligation to ensure that the Tenant has done so.

**36. Issues About Damage to Property**

In the event of damage to, or destruction or disposition of, the Tenant’s property which the Tenant believes has resulted from an act or omission of the Landlord or the Landlord’s agent(s) or employee(s), the Tenant agrees to inform the Landlord on or before the next business day of such damage, destruction, or disposition, and to provide written particulars of same, including the alleged cause. The Tenant further agrees not to dispose of, repair, or replace any such property without first giving the Landlord the opportunity to inspect it. Where the Tenant proposes to incur any expense to repair or replace such property, the Tenant shall first notify the Landlord of such intention and provide the Landlord with the opportunity to propose other arrangements which may be more effective and less costly than those for which the Tenant proposes to incur.

In all cases of damage to the Tenant’s property, however caused, the Tenant shall notify his or her insurer and shall file a claim with his or her insurer for the full amount of the loss.

**37. Liability**

The Landlord shall not in any event whatsoever be liable or responsible in any way for:

1. any damage to or loss of any property left in or upon the Rental Unit or residential complex after the Tenant gives up possession of the Rental Unit, regardless of whether the Tenant gave up possession of the Rental Unit voluntarily, or whether or not the Tenant’s giving up possession of the Rental Unit was caused by or attributable to any act or omission of the Landlord or another tenant of the Landlord, or any other person or
2. any damage to or loss of any property incurred by the Tenant as a result of an “Act of God”, being such as, but not limited to, severe storm, lightning, flood, infestation of vermin or insects, etc.

**38. Indemnity of the Landlord**

If the Tenant, an occupant, or any person permitted in the Rental Unit or residential complex by the Tenant or an occupant breaches any term, covenant, condition, or provision of the Standard Lease or the Additional Terms, and thereby, or by the willful or negligent action or omission of the Tenant, an occupant or any person permitted in the Rental Unit or residential complex by the Tenant or an occupant, causes any injury or loss of life to any person or animal, or causes any damage to or destruction of any property, then the Tenant hereby indemnifies and saves harmless the Landlord and its employees, officers, members and directors, and its successors and assigns from any and all claims, demands, actions, causes of action, applications, complaints, or causes for complaints under contract, common law, or statute, that may arise due to, or may in any way be related to, any breach of the Standard Lease or Additional Terms, or any other willful or negligent action or omission of the Tenant, an occupant or any person permitted in the Rental Unit or residential complex by the Tenant or an occupant.

**39. If Rental Unit Rendered Unfit**

If the Rental Unit is rendered unfit for residential use by the Tenant, except where the Rental Unit is rendered unfit as a result of an “Act of God” or the negligence of the Landlord, the Tenant shall be liable for full payment of the Total Monthly Rent for the Rental Unit and shall be liable to reimburse and indemnify the Landlord in respect of payments made or liable to be made by the Landlord to any insurer or to any other person in respect of lost income and damages of any kind and shall be liable to pay the Total Monthly Rent during the period when the Rental Unit is unfit for such residential use.

**40. Termination of Tenancy at End of Term**

Further to the information provided in Part C of the General Information portion of the Standard Lease:

1. The Landlord and the Tenant acknowledge and agree that a valid Notice of Termination of Tenancy given by the Tenant to the Landlord shall be irrevocable upon receipt by the Landlord and shall not be withdrawn, rescinded, or amended by the Tenant without written consent of

the Landlord, and any Notice of Termination of Tenancy given by one Tenant shall bind all Tenants of the Rental Unit

1. After the Tenant gives a Notice of Termination of Tenancy to the Landlord, the Tenant shall arrange with the Landlord to complete an Outgoing Inspection Report, which shall be signed by the Landlord and the Tenant. If the Tenant fails to arrange for the completion, or to complete, the Outgoing Inspection Report with the Landlord, then the Tenant is deemed to accept the content of the Outgoing Inspection Report completed solely by the Landlord
2. When the Tenant’s tenancy is terminated for any reason, he or she shall vacate the Rental Unit, on or before the termination date, and the Rental Unit shall be left fit for immediate occupation by a new tenant, clean, undamaged, and with all furniture, personal belongings, and refuse removed. Without limiting the generality of the foregoing, the Tenant shall:
   1. Leave the Rental Unit, appliances, and appurtenances in the same condition as existed at the start of the tenancy, or in such condition as improved by the Landlord during the course of the tenancy, reasonable wear and tear excepted
   2. Leave broad loomed and tile floors, walls, ceilings, windows, doors, and every other part of the Rental Unit in a clean condition and not move heavy furniture over the floors or stairs

– coasters shall be used for heavy furniture

* 1. Leave the stove, refrigerator, and all other appliances in the Rental Unit in a clean condition, inside and outside, replace any missing, damaged, or broken parts before vacating, and leave the refrigerator running on a normal setting and
  2. Remove all contents and refuse from the Rental Unit, and leave any storage areas empty, clean, and unlocked

**41. Waiver**

The Landlord and Tenant acknowledge and agree that no assent or consent to changes in or waiver of any part of this Agreement in spirit or letter shall be made or taken as made, unless the same be done in writing between the Tenant and the Landlord or the Landlord’s authorized agent and attached to or endorsed hereon. **It is specifically understood between the parties that the Landlord’s Janitors, Superintendents, and Rental Agents are NOT authorized agents for the purposes of amending any provision of this Agreement.**

**42. Severability**

If any term, covenant, condition, or provision of Standard Lease or Additional Terms or the application thereof to any person or circumstance to any extent is held invalid or unenforceable, the remainder of the Standard Lease and Additional Terms, or the application of the term, covenant, condition, or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition, covenant, and provision of the Standard Lease and Additional Terms shall be valid and enforceable to the fullest extent of the law.

**43. Rental Application**

The Tenant acknowledges receipt of a copy of the Rental Application which is deemed to be incorporated herein and to form part of the Additional Terms. The Tenant warrants the truth of all facts contained therein, and agrees that any misstatement or omission in the Rental Application constitutes a material misrepresentation and renders the Standard Lease and Additional Terms voidable and/or the basis for civil action, at the Landlord’s option.

**44. Guarantor’s Liability**

In consideration of the execution and delivery of the Standard Lease and Additional Terms by the Landlord, the Guarantor, as principal debtor, agrees to execute an agreement made collateral to the Standard Lease and Additional Terms (the Guarantee) which, upon execution by the Landlord and the Guarantor, shall be deemed to constitute a part of and be incorporated into the Additional Terms, in which case the Guarantor is deemed to be a party to this Standard Lease and Additional Terms. The Guarantor further agrees that Guarantor’s liability under the Guarantee shall continue until this tenancy is terminated, and the Guarantor

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continues to be liable and bound by the Guarantee during any renewals or extensions, statutory or otherwise, of the term of this tenancy.

**45. Obligations are Joint and Several**

Everything in the Standard Lease and Additional Terms shall extend to and be binding upon the respective heirs, executors, administrators, successors, and assigns or each party hereto, including those of the Guarantor(s). **All covenants of the Tenants herein contained shall be deemed to be joint and several obligations** unless otherwise specified by a schedule of additional terms and conditions appended hereto**.**

**46. Notices to Tenants and Spouse**

Any notice given by the Landlord to any one Tenant pursuant to the RTA shall be binding on all of the Tenants of the Rental Unit, and on the spouse of any Tenant of the Rental Unit where such spouse seeks or obtains “tenant” status under the RTA, and each Tenant hereby agrees to immediately give a copy of any such notice received to all other Tenants of the Rental Unit, and to any occupant of the Rental Unit to whom any Tenant is married or in a conjugal relationship.

**47. Use of Personal Information and Privacy**

### The Tenant hereby grants permission to the Landlord to record and use personal information about the Tenant obtained during the course of the Tenancy herein for the purposes of:

1. **Enforcing any term of the Standard Lease and/or Additional Terms, including collection of money owed to the Landlord;**
2. **Obtaining a Consumer Report in the event the Tenant is in arrears of rent, in breach of the Standard Lease, or wishes to renew this tenancy; and**
3. **Transferring such information to a database of tenant information to be made available to the Landlord or its agents.**

The Tenant shall notify the Landlord, in writing or by other documented means, of any accommodation requirements to ensure accessibility of the Rental Unit by the Tenant, and compliance by the Landlord and the Tenant with their respective obligations under the *Human Rights Code,* and accessibility obligations. The Tenant hereby releases the Landlord of liability, and shall not seek damages or other compensation, reasonably attributable to the Tenant’s failure to provide such disclosure.

**48. General**

The provisions of the Additional Terms shall be read with all grammatical and gender changes necessary and any singular reference to the Tenant shall be deemed to include all Tenants unless contrary intention appears.

**49. Entire Agreement**

**The Tenant acknowledges that, prior to signing the Standard Lease, Additional Terms and any Schedules thereto, the Tenant has read the Standard Lease, Additional Terms, and all Schedules thereto signed by the Tenant, and consents to the terms, covenants, conditions and provisions in all said documents.** The Additional Terms are comprised of clauses 18 to 50 inclusive, as set out herein. The Standard Lease, the Additional Terms, all Schedules thereto (if any), the Rental Application, and the Guarantor Agreement (if any), constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and **there are not and shall not be any verbal statements, representations, warranties, undertakings, or agreements between the parties with respect to the subject matter hereof not contained herein. This Agreement may not be amended or modified in any way, except by written instrument. This Agreement may be signed by electronic means and it is understood and agreed that it may be executed in two or more counterparts, each of which shall be deemed to be an original, and that such separate counterparts shall constitute together one and the same Agreement, notwithstanding their date and location of actual execution.**

**50. Signatures**

### These Additional Terms are signed together with the Standard Lease on the date indicated below. By signing below, I/we acknowledge receipt of a copy of the Standard Lease and these Additional Terms, signed by the Landlord and the Tenant; the Rental Application; Schedules as prescribed by the Landlord; and, the prescribed information about the Landlord and Tenant Board and I accept such copy on behalf of myself and all Tenants and Guarantor(s) named herein.

**Tenants:**

Name: Date:

Name: Date:

Name: Date:

Name: Date:

### Guarantor:

Name:

### Landlord:

Name: D&A PROPERTIES LIMITED

Date:

Date: