

Note

This tenancy agreement (or lease) is required for tenancies entered into on **March 1, 2021 or later**. It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).

Residential tenancies in Ontario are governed by the *Residential Tenancies Act, 2006*. This agreement cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

Under the Ontario *Human Rights Code*, everyone has the right to equal treatment in housing without discrimination or harassment.

All sections of this agreement are mandatory and cannot be changed.

1. Parties to the Agreement

Residential Tenancy Agreement between:

Landlord(s)

1. Landlord's Legal Name **2226580 Ontario Limited**

Note:

See Part B in General Information

and Tenant(s)

1. Last Name	First Name
2. Last Name	First Name
3. Last Name	First Name
4. Last Name	First Name

2. Rental Unit

The landlord will rent to the tenant the rental unit at:

Unit (e.g., unit 1 or basement unit)	Street Number 840	Street Name Wyandotte Street East
City/Town Windsor	Province Ontario	Postal Code N9A3J6

Number of vehicle parking spaces and description (e.g., indoor/outdoor, location)

The rental unit is a unit in a condominium.

Yes No

If yes, the tenant agrees to comply with the condominium declaration, by-laws and rules, as provided by the landlord.

3. Contact Information

Address for Giving Notices or Documents to the Landlord

Unit	Office	Street Number	840	Street Name	Wyandotte Street East	PO Box	
City/Town	Windsor			Province	Ontario	Postal Code/ZIP Code	N9A3J6

Both the landlord and tenant agree to receive notices and documents by email, where allowed by the Landlord and Tenant Board's Rules of Procedure.

Yes No

If yes, provide email addresses:

(519) 254-7673 dhabibroyale@gmail.com

The landlord is providing phone and/or email contact information for emergencies or day-to-day communications:

Yes No

If yes, provide information:

Note:

See Part B and E in General Information

4. Term of Tenancy Agreement

This tenancy starts on: _____
Date (yyyy/mm/dd)

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

a fixed length of time ending on: _____
Date (yyyy/mm/dd)

a monthly tenancy

other (such as daily, weekly, please specify): _____

Note:

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

5. Rent

a) Rent is to be paid on the First (e.g., first, second, last) day of each (select one):

Month

Other (e.g., weekly) _____

b) The tenant will pay the following rent:

Base rent for the rental unit _____

Parking (if applicable) _____

Other services and utilities (specify if applicable): _____

Total Rent (Lawful Rent) _____

This is the lawful rent for the unit, subject to any rent increases allowed under the *Residential Tenancies Act, 2006*. For example, the landlord and tenant may agree to a seasonal rent increase for additional services of air conditioning or a block heater plug-in. This amount does not include any rent discounts (see Section 7 and Part G in General Information).

c) Rent is payable to:
2226580 Ontario Limited

d) Rent will be paid using the following methods:
Cash, Cheque and E-transfer to dhabibroyale@gmail.com

Note:

The tenant cannot be required to pay rent by post-dated cheques or automatic payments, but can choose to do so.

- e) If the first rental period (e.g., month) is a partial period, the tenant will pay a partial rent of \$ _____ on _____ . This partial rent covers the rental of the unit from _____ to _____ .
Date (yyyy/mm/dd) Date (yyyy/mm/dd) Date (yyyy/mm/dd)
- f) If the tenant's cheque is returned because of non-sufficient funds (NSF), the tenant will have to pay the landlord's administration charge of \$ _____ plus any NSF charges made by the landlord's bank.

Note:

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

6. Services and Utilities

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

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

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

The following utilities are the responsibility of:

Electricity Landlord Tenant

Heat Landlord Tenant

Water Landlord Tenant

If the tenant is responsible for any utilities, provide details of the arrangement, e.g. tenant sets up account with and pays the utility provider, tenant pays a portion of the utility costs (if necessary add additional pages):

7. Rent Discounts

Select one:

There is no rent discount.

or

The lawful rent will be discounted as follows:

Provide description of rent discount (if necessary add additional pages):

Note:

See Part G in General Information for what types of discounts are allowed.

8. Rent Deposit

Select one:

A rent deposit is not required.

or

The tenant will pay a rent deposit of \$ _____. This can only be applied to the rent for the last rental period of the tenancy.

Note:

This amount cannot be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less. This cannot be used as a damage deposit. The landlord must pay the tenant interest on the rent deposit every year. See Part H in General Information.

9. Key Deposit

Select one:

A key deposit is not required.

or

The tenant will pay a refundable key deposit of \$ _____ to cover the cost of replacing the keys, remote entry devices or cards if they are not returned to the landlord at the end of the tenancy.

If a refundable key deposit is required, provide description and number of keys, access cards and remote entry devices:

Note:

The key deposit cannot be more than the expected replacement cost. See Part H in General Information.

10. Smoking

Under provincial law, smoking is not allowed in any indoor common areas of the building. The tenant agrees to these additional rules on smoking:

Select one:

None

or

Smoking rules

Provide description of smoking rules (if necessary add additional pages):

Note:

In making and enforcing smoking rules, the landlord must follow the Ontario *Human Rights Code*. See Parts M and S in General Information.

11. Tenant's Insurance

Select one:

There are no tenant insurance requirements.

or

The tenant must have liability insurance at all times. If the landlord asks for proof of coverage, the tenant must provide it. It is up to the tenant to get contents insurance if they want it.

12. Changes to the Rental Unit

The tenant may install decorative items, such as pictures or window coverings. This is subject to any reasonable restrictions set out in the additional terms under Section 15.

The tenant cannot make other changes to the rental unit without the landlord's permission.

13. Maintenance and Repairs

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards.

The tenant must repair or pay for any undue damage to the rental unit or property caused by the wilful or negligent conduct of the tenant, the tenant's guest or another person who lives in the rental unit.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

Note:

See Part J in General Information.

14. Assignment and Subletting

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a sublet or potential assignee.

Note:

There are additional rules if the tenant wants to assign or sublet the rental unit. See Part P in General Information.

15. Additional Terms

Landlords and tenants can agree to additional terms. Examples may include terms that:

- Require the landlord to make changes to the unit before the tenant moves in, and
- Provide rules for use of common spaces and/or amenities.

These additional terms should be written in plain language and clearly set out what the landlord or tenant must or must not do to comply with the term. If typed, the additional terms should be in a font size that is at least 10 points.

An additional term cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

If a term conflicts with the *Residential Tenancies Act, 2006* or any other terms set out in this form, the term is void (not valid or legally binding) and it cannot be enforced. Some examples of void and unenforceable terms include those that:

- Do not allow pets (however, the landlord can require the tenant to comply with condominium rules, which may prohibit certain pets),
- Do not allow guests, roommates, any additional occupants,
- Require the tenant to pay deposits, fees or penalties that are not permitted under the *Residential Tenancies Act 2006* (e.g., damage or pet deposits, interest on rent arrears), and
- Require the tenant to pay for all or part of the repairs that are the responsibility of the landlord.

See General Information for more details.

The landlord and tenant may want to get legal advice before agreeing to any additional terms.

Select one:

There are no additional terms.

or

This tenancy agreement includes an attachment with additional terms that the landlord and tenant agreed to.

16. Changes to this Agreement

After this agreement is signed, it can be changed only if the landlord and tenant agree to the changes in writing.

Note:

The *Residential Tenancies Act, 2006* allows some rent increases and requires some rent reductions without agreement between the landlord and tenant. See Part I in General Information.

17. Signatures

By signing this agreement, the landlord(s) and the tenant(s) agree to follow its terms. The landlord(s) or tenant(s) can sign this lease electronically if they both agree.

Unless otherwise agreed in the additional terms under Section 15, if there is more than one tenant, each tenant is responsible for all tenant obligations under this agreement, including the full amount of rent.

Landlord(s):

Name	Signature	Date (yyyy/mm/dd)

Tenant(s):

Name	Signature	Date (yyyy/mm/dd)

Note:

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

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

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

Landlord and Tenant Board:

Toll free: 1-888-332-3234

Toronto area: 416-645-8080

TTY: Bell Relay Service at 1-800-855-0511

Website: www.tribunalsontario.ca/ltb/

A. When to Use This Form

This form (standard form of lease) must be used for most residential tenancy agreements (leases).

This form should **not** be used for:

- care homes,
- sites in mobile home parks or land lease communities,
- social and supportive housing that is exempt from the rent increase guideline (see the regulation under the Act for specific exemptions),
- member units in co-operative housing, and
- any other accommodation that is exempt from the Act (see Section 5 of the Act).

B. Change of Landlord

A new landlord has the same rights and duties as the previous landlord. A new landlord must follow all the terms of this agreement unless the tenant and new landlord agree to other terms. A new landlord should provide the tenant with their legal name and address.

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

If the landlord and tenant agree that the tenancy will last for a specific period of time, this is called a fixed term tenancy. This is because both the start and end date are set out in the tenancy agreement.

The end of an agreement does not mean the tenant has to move out or sign a renewal or new agreement in order to stay. The rules of the agreement will still apply and the tenant still has the right to stay:

- as a monthly tenant, if the agreement was for a fixed term or monthly tenancy,
- as a weekly tenant, if the agreement was for a weekly tenancy, or
- as a daily tenant, if the agreement was for a daily tenancy.

The landlord and tenant can also agree to renew the agreement for another fixed term or enter into a new agreement. In any case, changes to the rent must follow the rules under the Act (see Part I below for further information).

D. Ending the Tenancy (Part V of the Act)

The landlord or tenant must follow the rules of the Act when ending a tenancy.

When the tenant can end the tenancy

The tenant can end a tenancy by giving the landlord proper notice using the appropriate Landlord and Tenant Board form. They must give:

- at least 60 days' notice if they have a monthly or fixed term tenancy, or
- at least 28 days' notice if they have a daily or weekly tenancy.

For a fixed term tenancy, the notice cannot be effective before the last day of the fixed term. For a monthly or weekly tenancy, the notice must be effective on the last day of a rental period (e.g. month or week).

In certain situations, a tenant who has experienced sexual or domestic violence can give 28 days' notice to end the tenancy at any time, even if the tenant has a fixed term agreement (e.g., one year agreement). They must use the notice form approved by the Landlord and Tenant Board.

When the landlord can end the tenancy

The landlord can only give the tenant notice to end the tenancy in certain situations. These situations are set out in the Act. The landlord cannot evict the tenant unless the landlord follows the proper rules. These rules are set out in the Act. In most cases, the landlord must give proper notice to end the tenancy using the right form. Forms are available on the Landlord and Tenant Board's website.

If the landlord gives a tenant notice to end the tenancy, the tenant does not have to move out.

The landlord can give the tenant notice to end the tenancy in certain situations where the tenant is at fault. Examples include:

- tenant does not pay the full rent when it is due,
- tenant causes damage to the rental unit or building, and
- tenant substantially interferes with the reasonable enjoyment of other tenants or the landlord.

The landlord may also give notice to end a tenancy in certain situations that are not the tenant's fault, but only at the end of the term or rental period. In these cases, landlords must still give proper notice, and tenants may be entitled to compensation and/or the right to return to the unit. Examples include:

- landlord or purchaser needs the unit for themselves, an immediate family member, or caregiver, and
- landlord needs to do extensive repairs or renovations that require a building permit and vacant possession of the unit.

If the tenant does not move out, the landlord must apply to the Landlord and Tenant Board in order to evict the tenant. The Landlord and Tenant Board will hold a hearing and decide if the tenancy should end. Both the landlord and the tenant can come to the hearing and explain their side to the Landlord and Tenant Board. If the Landlord and Tenant Board orders an eviction, the eviction order can only be enforced by the Sheriff (Court Enforcement Officer).

It is an offence for the landlord to evict a tenant without following this process. If convicted, the landlord could face a fine of up to \$50,000 (for an individual) or \$250,000 (for a corporation).

If the Landlord and Tenant agree to end the tenancy

The tenant and landlord can agree to end a tenancy at any time by using the proper Landlord and Tenant Board form. Some landlords may ask the tenant to sign that form when signing the tenancy agreement (lease). In most cases, an agreement to end a tenancy signed at the beginning of the tenancy agreement is unenforceable and the tenant does not have to move out.

There is more information on how to end a tenancy and reasons for eviction in the Act and in brochures on the Landlord and Tenant Board website.

E. Giving Notices and Documents (Part XII of the Act)

The landlord and tenant have to deliver some official notices and other documents in writing. These notices and documents can be:

- hand delivered,
- left in a mail box or a place where mail is ordinarily delivered, or
- mailed (this will count as delivered five days after mailing).

There are also other ways to serve notices and documents. For more information, contact the Landlord and Tenant Board or see the Rules of Practice on its website.

F. Rent and Rent Receipts (Part VII of the Act)

Rent is the amount the tenant pays to the landlord to occupy the rental unit and receive services or facilities agreed to in this agreement.

The tenant must pay their rent on time. If they do not, the landlord can give them notice to end the tenancy.

If the tenant asks for a receipt for rent or any payment or deposit, the landlord must give them one for free. This also applies to a former tenant who asks for a receipt within 12 months after the end of their tenancy.

G. Rent Discounts (Part VII of Act)

The landlord can offer the tenant a discount for paying rent on or before the date it is due. This discount can be up to two per cent of the lawful rent.

The landlord can also offer rent-free periods or discounts in one of three ways:

- Rent-free periods of up to three months within any 12-month period,
- A discount of up to one month's rent spread evenly over eight months, or
- A discount of up to two months' rent, with up to one month's rent spread evenly over the first seven months, and up to one month's rent discounted in one of the last five months.

These types of discounts must be agreed to in writing.

H. Deposits (Part VII of the Act)

The landlord can only collect a deposit for the last month's rent and a refundable key deposit. The tenant does not have to provide any other form of deposit, such as pet or damage deposits. If the tenant pays anything more, the tenant can apply to the Landlord and Tenant Board to get the money back.

Rent deposit (i.e. last month's rent): The landlord can require a rent deposit on or before the tenant enters into the tenancy agreement. The landlord must apply this money to the rent for the last period of the tenancy. The rent deposit must not be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less.

The landlord must pay the tenant interest on the rent deposit every year. If the rent increases after the tenant has paid a rent deposit, the landlord can require the tenant to top-up the rent deposit so that it is the same as the new rent. The landlord can use the interest on the rent deposit to top-up the rent deposit.

If the landlord is unable to let the tenant move into the rental unit, the landlord must return the deposit, unless the tenant agrees to rent a different unit.

Key deposit: If the landlord collects a deposit for key(s), remote entry devices or cards, the landlord must return the deposit when the tenant gives back their key(s) at the end of the tenancy.

The landlord can charge the tenant for additional keys that the tenant requests (for example, if the tenant wants an extra key or if the tenant has lost their key), but the charge cannot be more than actual cost of the keys. This is not a key deposit.

I. Rent Increases and Decreases (Part VII of the Act)

Normally, the landlord can increase the rent only once every 12 months. The landlord must use the proper Landlord and Tenant Board form and give the tenant at least 90 days' notice before the rent increase is to take effect.

Guideline Rent Increases

In most cases, the rent can be increased by no more than the rent increase guideline unless the Landlord and Tenant Board approves a rent increase above the guideline. The guideline for each year can be found on the Landlord and Tenant Board's website. Some newer units are not subject to the rent increase guideline, including:

- A unit in a new building, if no part of the building was occupied for residential purposes on or before November 15, 2018;
- A unit in a new addition to an existing building, if no part of the addition was occupied for residential purposes on or before November 15, 2018; and,
- A new second unit in an existing house, such as a basement apartment, that was created after November 15, 2018 and that meets the requirements set out in the Act.

Rent Increases above the Guideline

The landlord can apply to the Landlord and Tenant Board for approval to raise the rent by more than the rent increase guideline. Affected tenants can oppose this application at the Landlord and Tenant Board.

This kind of rent increase is called an above-guideline rent increase. The Landlord and Tenant Board can allow this kind of rent increase if:

- the landlord's municipal taxes and charges have increased significantly,
- the landlord has done major repairs or renovations, or
- the costs of external security services (i.e. not performed by the landlord's employees) have increased, or external security services are being provided for the first time.

The landlord and tenant can also agree to an above-guideline rent increase, if the landlord agrees to renovate or add a new service for the tenant. Certain rules apply.

Rent Reductions:

The landlord **must** reduce the rent if:

- the municipal property tax goes down by more than 2.49 per cent, or
- the rent was increased above the guideline to pay for repairs or renovations and the costs have been fully paid for (this only applies to tenants who were living in the unit when the above guideline rent increase happened).

The tenant can apply to the Landlord and Tenant Board to reduce their rent if:

- municipal property taxes or charges on the rental property go down,
- the landlord reduced or removed a service without reducing the rent, or
- the landlord did not keep a promise they made in an agreement for a rent increase above the guideline.

J. Maintenance and Repairs (Part III, IV, V and XIV of the Act)

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards. This includes the maintenance and repair of things that came with the unit, such as appliances, and of common areas, such as parking lots, elevators, and hallways.

The tenant must pay their rent, even if they have problems with the maintenance and repair of their unit or property. If the tenant is having a maintenance or repair problem, the tenant should let the landlord know. If needed, the tenant can apply to the Landlord and Tenant Board.

The tenant is responsible for any damage to the rental property caused by the tenant, the tenant's guest or another person who lives in the rental unit. This applies to any damage caused on purpose or by not being careful enough. This does not include damage that results from normal use of the rental unit over time ("wear and tear"). The landlord can apply to the Landlord and Tenant Board if the tenant has not repaired such damage.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

K. Vital Services (Part I and III of the Act)

"Vital services" are hot or cold water, fuel, electricity, gas and heat.

The landlord must ensure that a rental unit has heating equipment capable of maintaining a minimum temperature of 20° Celsius from September 1 to June 15. Some municipal by-laws may have stricter requirements.

The landlord cannot withhold or shut off the reasonable supply of a vital service, care service or food that the landlord must supply under the tenancy agreement. If a vital service is cut-off because the landlord failed to pay their bill, the landlord is considered to have withheld that service. However, if a vital service is cut-off or disconnected because the tenant failed to pay their own utility bill, the tenant cannot claim that the landlord withheld a vital service.

The landlord cannot deliberately interfere with the reasonable supply of any vital service, care service or food, whether or not the landlord is obligated to supply it under the tenancy agreement.

L. Harassment (Part III and IV of the Act)

It is against the law for the landlord (or anyone acting for the landlord, such as a superintendent or property manager) to harass the tenant, or for the tenant to harass the landlord. If the landlord or the tenant is experiencing harassment they can apply to the Landlord and Tenant Board.

M. Discrimination

If the landlord (or anyone acting for the landlord) discriminates against the tenant based on prohibited grounds of discrimination under the Ontario *Human Rights Code* (the *Code*), they may be violating the tenant's rights under the *Code*. The Landlord and Tenant Board may be able to consider discrimination if it relates to an application under the *Residential Tenancies Act, 2006*. In other situations, the tenant may have to take their case to the Human Rights Tribunal of Ontario.

N. Landlord's Entry into Rental Unit (Part III of the Act)

The tenant is entitled to reasonable enjoyment of the rental unit (e.g. quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance and exclusive use of the rental unit).

The landlord can enter the rental unit with 24 hours' written notice only for the following reasons:

- make repairs,
- inspect the unit to see if repairs are needed, if the inspection is reasonable,
- show the rental unit to a possible buyer, insurer or mortgage lender,
- let a real estate agent show the unit to a possible buyer,
- have a property inspection done before converting the residential building into a condominium, or
- for any reasonable purpose listed in the tenancy agreement.

The written notice must include the reason for the entry and state the date and time (between 8 a.m. and 8 p.m.) that the landlord will enter the unit. With proper notice, the landlord can enter the unit when the tenant is not at home.

The landlord does not need to give a notice to enter:

- in case of emergency,
- if the tenant consents to entry,
- if the tenancy agreement requires the landlord to clean the unit, or
- if the tenancy is coming to an end and the landlord wants to show the unit to a potential new tenant – the landlord can only show the unit between 8:00 a.m. and 8:00 p.m. and must make a reasonable effort to let the tenant know when this will happen.

O. Locks (Part III and IV of the Act)

The landlord cannot change the locks of the rental unit unless the landlord gives the new keys to the tenant. The tenant cannot change the locks of the rental unit without the consent of the landlord.

P. Assign or Sublet (Part VI of the Act)

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a potential assignee or sublet of the rental unit.

1. **Assignment:** In an **assignment**, the tenant transfers their right to occupy the rental unit to someone else. The new person takes the place of the tenant, and the tenancy agreement stays the same.
2. **Sublet:** A **sublet** occurs when the tenant moves out of the rental unit, lets another person (the 'sub-tenant') live there until a specified date, and can return to live in the unit before the tenancy ends. The tenancy agreement and the landlord-tenant relationship do not change.

A tenant who sublets a rental unit cannot:

- charge a higher rent than the landlord does for the rental unit,
- collect any additional fees for subletting the rental unit, or
- charge the sub-tenant for additional goods or services.

Q. Guests (Part III of the Act)

The landlord cannot stop tenants from having guests, require the tenant to notify the landlord or get the landlord's permission before having guests. The landlord cannot charge extra fees or raise the rent due to guests in the rental unit. However, the tenant is responsible for the behaviour of their guests.

The landlord cannot prevent the tenant from having a roommate, as long as municipal by-laws on occupancy standards are respected.

If a tenant rents their whole unit to someone else (e.g. short-term rental), this person is not a "guest". The tenant may have to get the landlord's permission.

R. Pets (Part III of the Act)

A tenancy agreement cannot prohibit animals in the rental unit or in or around the residential building.

There are some cases where the landlord can apply to the Landlord and Tenant Board to evict a tenant who has a pet. These are some common examples:

- the pet makes too much noise, damages the unit or causes other tenants to have allergic reactions,
 - the breed or species is inherently dangerous, or
 - the rules of the condominium corporation do not allow pets.
-

S. Smoking (Part V of the Act)

The Act does not discuss smoking in a rental unit. The landlord and tenant can use Section 10 of this lease to agree to either allow or prohibit smoking in the unit, and/or on the landlord's property.

Even if the lease doesn't prohibit smoking, the landlord may apply to the Landlord and Tenant Board to end the tenancy if the smoking:

- substantially interferes with reasonable enjoyment of the landlord or other tenants,
- causes undue damage,
- impairs safety, or
- substantially interferes with another lawful right, privilege or interest of the landlord.

If the tenant believes that other people smoking in their building affects their health or safety, contravenes maintenance standards, or substantially interferes with their reasonable enjoyment of the rental unit, they should discuss it with their landlord before contacting the Landlord and Tenant Board.

T. Smoke and Carbon Monoxide Alarms

The landlord must provide the rental unit with working smoke alarms and, where applicable, carbon monoxide alarms. The landlord is responsible for keeping smoke and carbon monoxide alarms in working condition, which includes replacing the batteries. The tenant must not disconnect or tamper with any smoke or carbon monoxide alarm and must notify the landlord immediately of any alarms not working properly.

U. Resolving Disputes

The landlord and tenant are required to follow the law. If they have problems or disagreements, the landlord and tenant should first discuss the issue and attempt to resolve it themselves. If the landlord or tenant feels that the other is not obeying the law, they may contact the Landlord and Tenant Board for information about their rights and responsibilities, including whether they may apply to the Landlord and Tenant Board to resolve the dispute.

Guide to the Standard Lease

A guide to the standard lease is available at the webpage below.

Una guía del contrato de arrendamiento estándar está a su disposición en la página web que se encuentra abajo.

Makikita sa webpage sa ibaba ang gabay sa pamantayang pagpapaupa.

Auf der unten genannten Webseite steht ein Leitfaden zum Standardmietvertrag zur Verfügung

Hướng dẫn về hợp đồng thuê nhà chuẩn có tại trang web bên dưới.

Przewodnik dotyczący standardowego najmu dostępny jest na poniższej stronie internetowej.

Руководство по стандартной аренде доступно на веб-странице ниже

Інформацію щодо стандартного договору оренди можна знайти на вказаній нижче веб-сторінці.

Un ghid pentru închirierea- standard este disponibil pe pagina de mai jos.

Um guia para o contrato de arrendamento normalizado está disponível na página Web abaixo

您可以在以下网页查看标准租约指南。

您可以在以下網頁查看標準租約指南。

Μπορείτε να βρείτε έναν οδηγό για το τυπικό μισθωτήριο στον παρακάτω ιστότοπο.

표준 임대차 계약에 대한 안내는 아래 웹 페이지에 있습니다.

Una guida al contratto di locazione standard è disponibile nella pagina web sottostante.

دليل الإيجار القياسي متاح على صفحة الإنترنت أدناه.

راهنمای اجارمنامه استاندارد در وبسایت زیر موجود است.

નીચે આપેલા વેબપેજ પર માનક લીઝ માટેની માર્ગદર્શિકા ઉપલબ્ધ છે.

मानक लीज के नियम नीचे दिए गए वेबपेज पर उपलब्ध हैं।

ਹੇਠਾਂ ਦਿੱਤੇ ਵੈੱਬਪੇਜ ਤੇ ਮਾਣਕ ਲੀਜ਼ ਗਾਈਡ ਉਪਲਬਧ ਹੈ।

இயல்தரமான குத்தகைக்கான வழிகாட்டு முறைகள் கீழே உள்ள வலைப்பக்கத்தில் கொடுக்கப்பட்டுள்ளது

معیاری لیز سے متعلق گائیڈ نیچے ویب صفحہ پر دستیاب ہے۔

www.ontario.ca/standardlease

Addendum to Ontario Standard Tenancy Agreement:

Made Pursuant to s. 241.1.3 of the RTA and clause 15 of the Standard Form of Lease

Attached to and forming part of the Tenancy Agreement dated the _____

for the Rented Premises known as:

840 Wyandotte Street East Unit

1. LEASE VOID WITHOUT COMPLIANCE

Notwithstanding clause 4 of the Standard Form of Lease, and in accordance with section 13 of the Residential Tenancies Act, the Tenancy does not commence and the Tenant(s) is not entitled to occupy the Leased Premises until such time as:

- a) The rent for the first rental period, along with any last month's rent deposit as may be required under the Agreement have been paid to the Landlord or the Landlord's representative by guaranteed funds;
- b) The tenant(s) are responsible for payment of **100% utilities** for which the Tenant(s) may be obligated to pay under this Agreement and will provide proof that the utilities are in the tenant(s) name to be paid directly.
- c) The Tenant(s) provides proof of insurance coverage as may be required under this Agreement.

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Failure by the Tenant(s) to satisfy the above conditions prior to the commencement of the tenancy, or the discovery of any material discrepancy with information provided by the Tenant(s) on the Residential Rental Application based on the Landlord's inquiries as above, shall, at the Landlord's sole and exclusive option, in accordance with section 13 of the Residential Tenancies Act and notwithstanding clause 4 of the Standard Form of Lease, render this entire Tenancy Agreement null and void, negating any rights of occupancy that the Tenant(s) would otherwise have had. If such were to occur, all funds held on deposit shall be retained by the Landlord to be applied as rent towards the last month of the tenancy, and the Landlord has the right under law to commence an action for any further damages in a Court of competent jurisdiction, to compensate the Landlord for its costs in advertising and re-renting the unit, and for loss of income during the time the unit remains empty prior to the commencement of a replacement tenancy.

2. OCCUPANTS

In addition to the Tenant(s) named in the Standard Form of Lease above who have affixed their signatures thereto, the following persons will be occupying the rental unit, and the Tenant hereby undertakes and agrees to give the Landlord prompt written notice of any new occupants, including their names, ages, who may reside in the Leased Premises during the tenancy. This information is required for reasons of safety and security only, and does not change status from occupant to leaseholder. Occupants are not entitled to the same status as the tenant/leaseholder, and the Landlord will not grant them a tenant's authority under the Act unless the occupant and the Tenant seek the approval of the Landlord in writing and the agreement is amended accordingly.

NAME	AGE	NAME	AGE

Landlord:
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Tenant:
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3. RENT

- a) For security, convenience and accountability reasons, rent may not be paid by cash.
- b) Rent paid by anyone other than a Tenant named herein shall be deemed to have been made on behalf of the Tenant and specifically does not constitute the creation of a Landlord and Tenant relationship between the Landlord and the payor.
- c) It is understood that any payment made by the Tenant(s) to the Landlord will be applied against the Tenant's account in a manner at the sole discretion of the Landlord, even when specifically identified by the Tenant as "Rent", and will generally be applied to the oldest outstanding debt, whether that debt is rent, services charges or fees, Court costs, NSF fees, unpaid utilities or damages that the Tenant may be responsible for, or any other monies owing to the Landlord which the Landlord is entitled to collect.

4. MAILBOX

The Tenant(s) acknowledges that there may be a single, unlocked mailbox serving the rental unit, and that they may collect their mail at any time while not disturbing, inspecting, opening or removing mail addressed to the Landlord. The tenant(s) agree to notify the Landlord or their representative immediately should there be any mail to be directed to the Landlord so appropriate measures may be taken to collect same.

5. QUIET ENJOYMENT

- a) The Tenant, an occupant, any member of the Tenant's family, the Tenant's agents or guests, or any other person who may be permitted in or about the Rented Premises or the Landlord's Premises by the Tenant, shall not make or permit any improper noise in or about the Rented Premises or Landlord's Premises or do anything that will annoy or disturb the comfort or interfere in any way with the Landlord, other Neighbours, or those having business with them.
- b) In the event that the Tenant's actions or behaviour in any way contravene The Human Rights Code of Ontario vis a vis discrimination or harassment of other Tenants of the Landlord or that Tenant's family, agents or guests, or the Landlord's agents or employees, such contravention shall constitute sufficient cause for proceedings to commence for termination of the tenancy and the Tenant shall be responsible for all the Landlord's losses, damages, costs and expenses resulting from this action.

6. USE OF PREMISES – DESCRIPTION OF RENTED SPACE & SHARED USE SPACE

The Leased Premises includes the Rental Unit as described in the Standard Form of Lease. However, it is understood that the areas of the Residential Complex that the Tenant(s) is renting shall have certain restrictions and exclusions as follows, and the Tenant agrees to abide by this description of restricted and shared use areas:

SHARED AREAS: Pursuant to the agreement as executed herein, the tenants shall have use of the common space within the Residential property. Tenants are not allowed to hinder the use of the common areas by others having lawful rights to occupy or enter at any time, including walkways, driveway.

The Leased Premises shall be occupied by the Tenant(s) for the purposes of residential occupation only. No business other than that requiring a simple home office shall be operated out of the unit. The Tenant(s) shall not use the rental unit or complex for any illegal activity. The Tenant(s) shall not use the rental unit or complex for rental such as Airbnb, VRBO or other similar sharing services.

Landlord:

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Tenant:

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7. MOVING

- a) The Tenant shall take reasonable care not to damage any part of the Rented Premises or the Landlord's Premises by moving furniture or other articles in or out, and the Tenant agrees to indemnify the Landlord for any expenses incurred in repairing any damage so caused.
- b) The Tenant(s) agrees that the rented premises shall be left fit for immediate occupancy by a new tenant, i.e. clean, undamaged and with all furniture belonging to the Tenant and any refuse are removed. Without limiting the generality of the foregoing, the Tenant shall, in particular:
 - i) Clean all floors, cupboards, toilets, sinks, tubs and counter tops.
 - ii) Leave the stove, refrigerator and any other appliance in clean condition inside and outside, and replace any broken, missing or damaged parts before vacating.
 - iii) Clean and defrost the refrigerator, but leave it running.
- c) Prior to the Tenant(s) vacating the rented premises at termination and prior to all articles being removed from the rented premises, the Tenant(s) shall arrange with the Landlord to have an outgoing unit inspection performed, and they shall complete an "Outgoing Inspection Report" in duplicate, which shall be signed by both parties with the Tenant(s) retaining one copy.
- d) The Tenant(s) agree upon termination of this tenancy, to deliver possession of the Leased Premises to the Landlord or his authorized agent and further to surrender all keys, cards or fobs related to the Leased Premises, entrance doors to the Landlord's building, electronic garage door openers and any other device to the Rental Unit or the Residential Complex.
- e) Upon the termination of the Tenancy, vacancy is to be completed by 8:00 p.m. on the final day of the rental period unless otherwise agreed upon between Landlord and Tenant(s).

8. ACCESS

- a) The sidewalks, entry, passageways and stairways used in common shall not be obstructed or used for any purpose other than proper access to and from the Rented Premises or the Landlord's Premises. Bicycles shall be kept only in areas designated by the Landlord.
- b) The Tenant agrees not to erect or construct any partitions or fences on, in, or about the Rented Premises or the Landlord's Premises without prior express written permission by the Landlord and shall at all times adhere to Municipal, Provincial regulations for property upkeep and condition.

9. PARKING

- a) The parties agree that they have exclusive use parking on the driveway on the property, pursuant to this tenancy agreement.

The parties agree that:

- They have exclusive use of the garage.
- They are entitled to use of exterior/driveway parking for _____ vehicle(s) on the premises. Parking spot allocated: ****Parking allocation/location may be changed at any time at the discretion of the Landlord.

- b) No repairs, or maintenance of any vehicle shall be carried out on the Landlord's property at any time.

10. APPLIANCES

- a) The Tenant shall not use any appliance in addition to those supplied by the Landlord including, without limiting the generality of the foregoing, any dishwasher, air-conditioner, washing machine,

Landlord:

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clothes dryer, or refuse compactor, without first obtaining the written consent of the Landlord for which additional charges may apply.

- b) The Tenant shall properly care for all appliances supplied by the Landlord and shall notify the Landlord in writing if such appliances require repair. The Tenant shall pay for any damage to such appliances. Ice shall not be scraped from any surface and electric defrosters shall not be used in any refrigerator. Plastic parts of the refrigerator shall not be subjected to water hotter than the skin can bear.
- c) Absolutely no hot plates, indoor/electric grilling equipment, or other such cooking devices are allowed within the rental premises, including and specifically within the common/bedroom areas of the premises at any times.

11. LIGHT BULBS

The Landlord shall furnish electric light bulbs in the fixtures at the time the Tenant takes possession of the Rented Premises, but not thereafter. Upon termination of the tenancy, the Tenant shall be responsible for ensuring that all electric light bulbs are in an operable condition.

12. FIRE SAFETY EQUIPMENT

The Tenants acknowledges that upon move-in, the equipment required by law with respect to smoke, fire and carbon monoxide detection were installed in the rental unit, and that they are in working order. Specifically, installed upon move-in are the following devices:

- a) The Tenants shall not tamper with, adjust, or in any way alter the detection equipment supplied by the Landlord including, but not limited to, the removal of batteries or disconnection of electrical wires by the Tenant or an occupant of the unit.
- b) The Tenant agrees to **immediately notify the Landlord in writing of any malfunction of any smoke detector or Carbon monoxide detector supplied by the Landlord.**
- c) The Landlord shall furnish a battery for each smoke detector at the time the Tenant takes possession of the Rented Premises, which battery shall thereafter be replaced as needed from time to time by the Tenant.
- d) The Landlord shall not be responsible for servicing the smoke detectors if the malfunction is due to tampering or adjustments made thereto or removal thereof by the Tenant, and the Tenant shall reimburse the Landlord for any costs incurred, and may be held criminally responsible for the dismantling of or tampering with any safety equipment.

13. ALTERATIONS AND INSTALLATIONS

- a) The Tenant shall not paint or wallpaper any portion of the Rented Premises, or erect or cause to be erected any structure in, about, or upon the Rented Premises, or permit or make any alterations or changes in or about the Rented Premises without the prior written consent of the Landlord. The property is rented as a single apartment and the Landlord at no time consents to sub-tenancy of any part of the home to parties not listed in the attached tenancy agreement or any renewal or extension thereof. Any such alteration to the property without the Landlord's express written consent will lead to an application for termination of the tenancy for interference with the Landlord's lawful rights and privilege on the property.

Landlord:
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Tenant:
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- b) No additional heating or cooling equipment, electrical connections, appliances, plumbing, or satellite dishes shall be installed in or upon the Rented Premises, without the prior written consent of the Landlord. If the Tenant desires additional service such as alarm system, cablevision or telephone connections, the Landlord or its agents will direct as to where and how the wires are to be introduced, and, without such direction, boring or cutting for wires will not be permitted.
- c) The Tenant must restore to its original condition those portions of the Rented Premises affected by any and all approved alterations, installations and removals, and shall restore all painted surfaces to the original colour.

14. SIGNS

No signs, advertisements or notices shall be posted or inscribed on any part of the Rented Premises or Landlord's Premises by the Tenant. The Landlord may erect marketing signage upon the Rented Premises or the Landlord's Premises without hindrance.

15. WINDOWS, BALCONIES, DECKS AND PATIOS

- (a) No awnings, shades, flower boxes, aerials, or other items shall be erected over or placed outside windows, doors, balconies or inside patios of the Rented Premises.
- (b) Balconies, patios or backyards shall not be used for the hanging or drying of clothes or for storage. The Tenant shall maintain any patio or balcony area forming part of the Rented Premises in a neat and tidy condition at all times to the satisfaction of the Landlord, and in no case shall the Tenant install or place carpeting of any kind on the porch or deck or any other finished surface of the exterior.
- (c) No objects whatsoever shall be dropped, thrown, propelled or projected from the Rented Premises or the Landlord's Premises, and no Tenant shall permit or suffer such act.
- (d) Drapes and drapery tracks where provided by the Landlord shall not be removed.
- (e) The Tenant shall not install or permit to be installed 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 Rented Premises or the Landlord's Premises. All window coverings must have white or off-white backing.
- (f) The Tenant agrees that breach of these Rules and Regulations governing windows, balconies and patios constitutes disturbance of the reasonable enjoyment of the premises by the Landlord and other Tenants of the Landlord.
- (g) No interior furniture or like shall be stored, used or kept in the exterior common areas of the property, including the front porch, yard, side yard, rear yard, driveway or garage area. No Storage or use of items in a manner which is contrary to the City of Windsor by-laws, property standards, or otherwise. Any action by a tenant or their guest(s) which contravenes the City of Windsor by-laws, property standards or any other Provincial or Municipal legislation shall be deemed to be a breach of the lease agreement and undue damages to the Landlord or their predecessor(s), and will result in termination of the tenancy and legal action to secure the costs of damages.

16. FIRE

- (a) The Tenant shall not permit anything to be done in the Rented Premises or the Landlord's Premises or bring or keep anything therein which will in any way increase the risk of fire or fire insurance therein, or obstruct or interfere with the rights of the Landlord or other Tenants of the Landlord, or in any way injure or annoy them, or conflict with the laws relating to fires or with the regulations of the Fire Department or with any insurance rules and ordinances of the Ministry of Health or with any statute or municipal by-law.

Landlord:

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Tenant:

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(b) The Tenant agrees that no wood, coal, oil, gas, gasoline, or other fuel or any combustible, hazardous or offensive material shall be stored inside the Rented Premises, garages, lockers or storage rooms within the Landlord's Premises.

(c) Absolutely no fire pits, or brick oven/cooktops are allowed on the property. No Hibachi style or charcoal brick cooking devices, and no non-extinguishable heating or cooking devices allowed to be used or stored on or in the premises at any time.

17. NOXIOUS SUBSTANCES

The Tenant shall not bring or permit the bringing or storage of any contaminants or noxious, dangerous or toxic substances into or upon the Rented Premises or the Landlord's Premises. The Tenant shall be liable and shall indemnify the Landlord for any damages howsoever caused and any other liability which may accrue at law to the Landlord as a consequence of the Tenant's breach of this Noxious Substance Rule and Regulation. If a question arises relating to a contaminant or noxious, dangerous or toxic substance, such question will be determined having regard to Municipal, Ontario or federal law or by a person whom the Landlord believes to be an expert qualified to determine the question.

18. PEST CONTROL

The Tenant hereby agrees to provide the Landlord or anyone designated by the Landlord access to the Rented Premises, with proper notice, for the purpose of extermination should a pest or insect infestation of any kind be present in the Rented Premises or the Landlord's Premises and there shall be no abatement of rent for any loss of use and occupation of the Rented Premises before, during or after said treatment. The Tenant agrees to co-operate in preparing the Rented Premises for the treatment and there shall be no compensation for said preparation. Failure to abide by this Pest Control Rule and Regulation constitutes grounds for the termination of the tenancy.

19. UTILITIES

As set out in the Standard Form of Lease, the Tenant(s) has agreed to pay a rental charge that is not inclusive of utilities. However, the Tenant shall not install any additional appliance without first obtaining the written consent of the Landlord, and, if given, without paying the Landlord for the cost of operation of such appliances which shall include, but is not be limited to, dishwashers, air conditioners, washing machines, clothes dryer, exercise equipment, baseboard heaters, heating lamps and lights or other heating equipment.

Utilities will be paid by the parties as indicated below:

	Landlord	Tenant		Landlord	Tenant
Electricity	[]	[]	Garbage removal	[]	[]
Gas	[]	[]	Heat	[]	[]
Water	[]	[]	Other(s) (specify):		
Telephone	[]	[]	Internet	[]	[]
Cable T.V.	[]	[]	_____	[]	[]

20. RULES

- The Tenant(s) agrees to observe and comply with the Rules as set out herein, with such reasonable variations, modifications and additions as shall be from time to time made upon notice to the Tenant(s) by the Landlord.
- The Tenant(s) further acknowledges that failure to observe any of the Rules as set out herein to this agreement may be grounds for an application to the Landlord and Tenant Board for termination of the tenancy based on substantial interference with the Landlord's lawful right, interest and privilege as created by this Agreement.

Landlord:

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Tenant:

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21. ASSIGNMENT OR SUBLET WITHIN THE TERM

The Tenant(s) shall not assign or sublet the premises without the prior written consent of the Landlord, and such assignment or sublet shall be in accordance with the Act, and the Landlord shall not unreasonably withhold consent for said sublet or assign. The request from the Tenant(s) shall be in writing and the Tenant(s) shall provide the Landlord with the copy of any sublease agreements. The Landlord may charge an administrative and processing fee in respect of the expenses associated with the granting of such consent provided that the amount is in accordance with the provisions of the Act.

22. AMENDMENT, WAIVER, SEVERABILITY

No amendment, waiver or renewal of any part of this Agreement shall be effective unless it is in writing, signed by the Tenant and the Landlord or the Landlord's authorized agent. You understand that not everyone who works for the Landlord has the authority to speak for the Landlord. Therefore, if the Tenant is required to make an agreement or arrangement with respect to the Unit, the Building or anything else related to this Agreement, it is only binding on the Landlord if it is in writing and signed by the Landlord, or an authorized agent/legal representative. It is specifically understood that the Landlord's janitors, caretakers, Realtors, superintendents, contractors and rental agents are not authorized agents for the purpose of amending any provision of this Agreement.

Should any provision of this Agreement be or become invalid, void, illegal or not enforceable, it shall be considered to be separate and severable from the remaining portion of the lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provisions had not been included.

23. DISPOSITION BY THE LANDLORD

If the Landlord transfers the Premises, the Landlord shall without further agreement be freed and relieved of any and all liability with respect to its covenants and obligations under this Agreement from the date of transfer forward.

24. SNOW REMOVAL/ LAWN CARE/ YARD MAINTENANCE

In exchange for exclusive use of the yard area of the property, the tenants agree that they are responsible for all required lawn care and snow removal/salt pursuant to the City of Windsor By-laws for condition and property standards, and should maintain the premises in a manner which is clean, tidy and safe to residents, the Landlord, neighbours and others having lawful rights on the property.

Liability for yard condition, including slip and fall/injury on the premises must be included in the Tenant's liability insurance policy throughout the entire term of the tenancy or any renewal thereof.

The tenant(s) have signed a separate and severable Lawn Care and Snow removal Contract which is severable from the Residential Tenancy Agreement herein.

Landlord:
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Tenant:
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RULES and REGULATIONS:

1. CLEANING AND MAINTENANCE

Residents/tenants are responsible for ensuring their suite is left in a clean and orderly state, free from all garbage both during and when the tenancy agreement is over. Extra cleanup charges, and costs of restoring the unit back to the original state will be charged to the Resident. All Residents share responsibility for the neatness and cleanliness of the shared use areas – all tenants must clean up after themselves and alert the Landlord if observing other Residents littering or fouling the shared areas.

The Landlord shall provide and maintain the Leased Premises in a good state of repair and fit for habitation, and comply with municipal, health, housing, safety and maintenance standards as required by law. The Tenant(s) shall promptly notify the Landlord or the Landlord's agent, in writing, of any damage to the premises or maintenance concerns or issues that may arise.

Further to clause 13 of the Standard Form of Lease, the Tenant(s) 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 of the Rental Unit or residential complex that the tenant becomes aware of, as soon as possible after the tenant becomes aware. The Tenant(s), in giving written notice, shall do so in accordance with the Landlord's maintenance protocols and procedures, as provided by the Landlord from time to time or, in the absence of such direction, by simple written notice to the Landlord named in the Standard Form of Lease. The Tenant(s) 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 this Standard Form of Lease or Additional Terms.

The Tenant(s) shall not direct or call any person not employed by the landlord to complete any repair or maintenance in respect to the Premises, without consent from the Landlord which must be in writing.
The Tenant shall be responsible for all clogged drains and toilets. No garbage, refuse, sanitary napkins, tampons or disposable diapers are to be flushed down the toilet or allowed to enter the drainage system.

2. GARBAGE/RECYCLING

All garbage is to be enclosed by the Tenant in plastic bags and disposed of in the required containers, or at the location designated by the Landlord, in conformity with Health Department regulations and any applicable recycling regulations/by-laws.

You are responsible for bringing your own garbage to the appropriate location. Tenants must sort the recyclable products from any garbage and place in the appropriate recycling bins in the appropriate storage area and put to the street for pick-up on the scheduled date(s).

Residents who leave garbage in the exterior common areas at times other than those designated, will be charged for the removal and subject to charges by by-law enforcement and an application to the Landlord and Tenant Board for recovery of the costs and termination of their tenancy.

3. RIGHT OF ENTRY

- a) A Landlord may enter the rental unit without written notice to show the rental unit to a prospective tenant if,
- i. the Landlord and Tenant(s) have agreed that the tenancy will be terminated or one of them has given notice of termination to the other;
 - ii. if the Landlord enters the unit between the hours of 8 a.m. and 8 p.m.; and
 - iii. if before entering, the Landlord informs or makes a reasonable effort to inform the Tenant(s) of their intention to do so.

Landlord:



Tenant:



b) In addition to the conditions for entry set out in s.27 of the *Residential Tenancies Act*, and pursuant to s27(1)5 of the Act, the Landlord may enter a rental unit in accordance with written notice given to the Tenant(s) at least 24 hours before the time of entry, said notice specifying the reason for entry, the day of entry and a time of entry between the hours of 8a.m. and 8p.m. under the following circumstances:

- i. To allow for a Realtor or a person acting on the instructions and on behalf of a Realtor to take marketing pictures for the purpose of listing a property for sale or rent, on the condition that the pictures will be generic and without collecting personal information about the tenant that could be identified in the marketing materials;
- ii. To allow for a market valuation of the Residential Complex or an evaluation by a Realtor for the purpose of valuation or listing a property for sale;
- iii. For periodic maintenance inspections, and for a condition and conformity inspection prior to the termination of the tenancy after the Tenant(s) have given notice of their intention to terminate the tenancy; and
- iv. To inspect for illegal activity, damage or general unit condition
- v. To determine whether the Rental Unit has been abandoned

4. PROPERTY GUIDELINES FOR PERSONAL CONDUCT

All of the Landlord’s policies and municipal, provincial and federal laws govern the Landlord/Tenant relationship. You need to be aware that you are absolutely responsible for the conduct of your occupants, guests and invitees while they are on our property. It is essential that you respect your fellow Residents, including their rights to privacy, property, rest and equal opportunity to share the common areas and facilities. Only by respecting other’s rights, can individuals expect to have their own rights respected. The spirit of multi-family living is one of mutual consideration and cooperation, with each Resident having the right and the obligation to be responsible, but also to remind fellow Residents of their responsibilities. The following guidelines attempt to ensure the achievement of these goals, but they are only guidelines. It would be impossible to legislate every facet of your daily life; therefore, a spirit of common courtesy and respect for others should be maintained at all times.

5. PETS

The Tenant shall clean animal waste from the yard or patio on a regular basis, and from common areas where the Tenant’s pet is the source of the waste. Noise caused by pets at any time which disturbs the comfort of others shall not be permitted. Animals shall not be tethered to the building; when outside of the Tenant’s Rental Complex the pet must be on a leash not to exceed four feet in length.

Failure to properly control pet will result in the immediate commencement of action through the Landlord and Tenant Board.

6. INSURANCE AND PERSONAL PROPERTY LIABILITY

The Landlord will not be liable, directly or indirectly for the theft or loss of personal property by fire, water, or for any other cause. Residents are required to carry insurance protection against loss or damage to their personal property.

The Tenant(s) shall be responsible throughout their Tenancy for obtaining, at their expense, liability insurance. Such insurance for third-party liability shall be, at minimum, in an amount of \$2,000,000. The policy must also exclude the exercise of any claim by the insurer, whether by subrogation or otherwise,

Landlord:
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Tenant:
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against the Landlord and against those for whom the Landlord is in law responsible. Coverage must include the Tenant's sole liability, pursuant to the Standard Tenancy Agreement and any Addendum to the same.

The Tenant(s) shall provide proof of such insurance coverage to the Landlord upon request. If the Tenant fails to provide proof of coverage to the Landlord, fails to insure despite being required to do so, cancels coverage or fails to renew their insurance, is deemed to have substantially interfered with the Landlord's lawful right, interest and privilege under this Agreement and the Landlord is entitled to bring an application to the Landlord and Tenant Board to terminate the tenancy.


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The Tenant(s) and the other occupants of the Rental Unit shall not do or omit to do anything or permit any activity to be carried on within the Premises, that would in any way create a risk of fire or injury or have the effect of increasing the premiums for any of the Landlord's policies of insurance upon the Rental Unit or the Residential Complex or which would cause the cancellation or threatened cancellation of any such insurance.

The Landlord shall only carry insurance on structure of the Premises, and general liability insurance, in amounts and with coverage as would a prudent owner of property similar in size, age, location and use, or as required by government regulation.

7. DAMAGES

Residents and their occupants, guests and invitees are expected to have individual and collective concern for the protection and preservation of the suite and property. Responsibility for loss or damage will be assessed to the Resident of the unit responsible for such damage, including damage caused by occupants, guests, and invitees.

Should undue damage, outside of what would constitute normal wear and tear on the unit be discovered throughout the term of this tenancy or any extension or renewal thereof, the Landlord may exercise their rights to seek damage costs and/or eviction under the Residential Tenancies Act to any successor legislation having jurisdiction over the same.

8. SMOKING

Due to the known health risks of exposure to second-hand smoke, increased risk of fire due to smoking, the sensitivity of non-smokers to second-hand smoke, the risk to the Landlord's insurance coverage and the increased maintenance and turnover costs related to smoking in the rental unit:

- a) The Tenant(s) agree that no tenant, resident, guest, business invitee, or visitor shall smoke cigarettes, cigars, or any similar product whose use generates smoke within the building. This prohibition includes all areas within the property, all balconies and patios, enclosed common areas, as well as outside within 9 metres of doorways, operable windows and air intakes.
- b) "Smoking" shall include the inhaling, exhaling, burning, or carrying of any tobacco or similar product whose use generates smoke including Tobacco, Marijuana, e-cigarettes and vaping.
- c) "Business invitee" shall include but is not limited to any contractor, agent, household worker, or other person hired by the owner, tenant or resident to provide a service or product to the owner, tenant, or resident.


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9. CANNABIS

- a) The Tenants or Occupants of the Rented Premises shall not engage in the cultivation or growing of Cannabis in the Rented Premises. A breach of this Rule shall be sufficient basis for the Landlord to seek termination of the tenancy based on the Tenant's substantial interference with the legal interest of the Landlord and other tenants at the residential complex, and to pursue damages as may be necessary. If there are medical conditions where the cultivation and growing of Cannabis is deemed necessary to accommodate the needs of a Tenant or occupant of the Rented Premises and the Tenant provides proof of same, such


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Landlord:


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Tenant:


Initial Here

activity shall not be conducted at the Rented Premises or the Residential Complex but shall be conducted off-site.

10. FIRE SAFETY

- (i) Tampering with fire equipment such as fire extinguishers, smoke detectors, heat detectors, exit signs, emergency exits, etc. is a Provincial offence. These items exist for the safety of all and are to be used only in cases of emergency.
- (ii) Each Resident has a duty to ensure he/she knows all possible escape routes to be used in the event of an emergency. It is your duty to report any unsafe situations such as a locked fire exit to the Landlord.
- (iii) It is your responsibility to ensure that only the appliances provided with the unit are used and are kept clean and in good repair in order to prevent false fire alarms or actual fires.
- (iv) Some suite doors are required by the Ontario Fire Code to be equipped with automatic door closures. Tampering with or removing a door closure is a serious offence and will result in the immediate commencement of eviction proceedings.
- (v) The use of candles is prohibited. No open flame of any nature is allowed in or around the Premises.

11. SMOKE DETECTORS

By necessity, smoke detectors are sensitive pieces of equipment and required by fire code. They may pick up aerosol sprays and even talcum powder. Burnt food and excess steam or water vapour may also trigger alarms.

If your suite detector is set off, open your window to air the suite out and the alarm will shut off. All smoke detectors are checked prior to Residents moving into the suites. Depending on the length of your tenancy, it may be necessary for you to replace the battery in the smoke detector periodically. If you require assistance, contact the Landlord. Smoke detectors must not be disconnected from the power source.

Disconnecting a smoke detector will result in the immediate commencement of eviction proceedings.

12. ACKNOWLEDGMENT/EXECUTION OF DOCUMENT BY SIGNATURES:

I hereby acknowledge that I have read and understood the Standard Lease, Schedule A and Rules and Regulations attached herein and will abide by these terms throughout my tenancy. Failure to comply with the Standard Lease, Schedule A and Rules and Regulations will result in the Landlord applying to the Landlord and Tenant Board for termination of the tenancy.

Signed and executed by the parties in the City of Windsor, County of Essex, Province of Windsor on: _____

Date:

Tenant #1: Print name

Tenant #1: Signature

Tenant #2: Print name

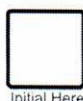
Tenant #2: Signature

Landlord or Landlord's Agent

Landlord:



Tenant:



Addendum to Ontario Residential Tenancy Agreement:

FIRE SAFETY AGREEMENT

Between:

_____ (TENANT/LEASEHOLDER)

and:

_____, LANDLORD(S) of:

This agreement is an addendum to, and forms part of the Ontario Residential Tenancy Agreement (Standard Form of Lease) between the named tenant(s)leaseholder(s) and the property owner/landlord pursuant to terms and conditions as agreed to by the parties, specifically in relation to fire and life safety at the property and within the rental unit referenced herein. The parties hereby agree to the following for the duration of the tenancy, or any extension/renewal thereof.

1. I/We, _____ the tenant/leaseholder of unit _____, have verified that the smoke alarms and carbon monoxide detectors installed on each floor level are in working order at the time of possession.
2. I understand that it is my responsibility to:
 - Notify the Landlord when the low battery signal is activated and make arrangements for replacement of the battery.
 - Notify the Landlord if the "power on" indicator goes out on electrically wired Smoke Alarms or Carbon Monoxide Detectors and arrange for appropriate repairs.
 - Notify the Landlord if the Smoke Alarm or Carbon Monoxide Detector is damaged and make arrangements for the repair or replacement of the unit.
 - When tenant(s) have been absent for seven or more days, arrange for the battery-operated Smoke Alarm and Carbon Monoxide Detector to be tested to ensure that it is operable.
 - Notify the Landlord of any electrical problems that may affect the operation of electrically wired Smoke Alarms or Carbon Monoxide Detectors

3. In addition to providing proof of testing and proper function, the tenant shall maintain liability and content insurance which covers the property and unit in case of damage from fire which is determined to be caused by or affected by the actions or inactions of the tenant, their guest, heirs, assignees who attend the property from time to time.

4. **The tenant shall provide the Landlord with written confirmation that the Landlord has been named to be notified directly by the tenant's insurance provider at any time there is a change in policy, or a cancellation of coverage. The Landlord is to be named as a first payable in any claim which may result from the tenant's actions or inactions causing damage to the property.**

Note that the Fire Code specifies "no person shall intentionally disable a Smoke Alarm so as to make it inoperable". Tampering or removal of a smoke alarm or CO Detector will result in immediate legal action for termination of your tenancy.

A tenant or any other person who intentionally disables a Smoke Alarm is guilty of a Provincial Offence and may be subject to fines or jail. The tenant(s) understand that failure to comply with this agreement can result in fines being imposed by the City of Windsor Fire Department for non-compliance and that they are solely responsible for the cost of any fines and of any fees incurred as a result of the tenant or a guest in their rental unit tampering with, altering, or removing a smoke detector or carbon monoxide detector or making it inoperable in any way.

5. The tenant(s) understand that the landlord, or the owner of the property shall not be liable for any loss or damage to any belongings in the event of a fire, howsoever caused.

I/we, the tenant/leaseholder of _____
have read, understood and agree to the terms of this document, which forms part of my tenancy agreement.

Signed this _____ day of _____, 20__

Tenant Signature #1

Tenant Signature #2

Owner or Owner Rep. _____