



## MODULE 3

# RENTAL HOUSING

### OVERVIEW

This module invites students to understand how to rent an apartment and what factors impact the rental process for landlords and tenants. Renting is simply the granting of a right to possession of a space in exchange for money and subject to rules (be they imposed by the government, the community, the building or the landlord). Rental laws in Canada are mostly governed by the provincial laws and although alike, will differ in each province. This module introduces students to residential lease transactions and rental housing law in Ontario. Students will look at legislation that governs rental housing law, including the rights and responsibilities outlined in Ontario's *Residential Tenancies Act*. Students will have the opportunity to engage in experiential learning through a mock rental agreement negotiation where they will create a negotiation plan, as either landlords or tenants.

## Learning Objectives

- To expose students to basic concepts relating to residential lease transactions.
- To enhance students' understanding of the rights and responsibilities of landlords and tenants, the Landlord and Tenant Board, and the law related to residential housing law in Ontario.
- To cultivate student listening, speaking, reasoning, and persuasive skills.
- To enhance students' critical-thinking and advocacy skills.

## Materials

- Copies of *Rental Housing in Ontario* (one per student)
- Copies of the *Confidential Instructions for Landlord* (one for each landlord)
- Copies of the *Confidential Instructions for Tenant* (one for each tenant)
- Copies of the *Negotiation Timeline* (one per student)
- Copies of the *Negotiation Plan* (one per student)
- Copies of the *Residential Agreement to Lease*\* (one per pair)

## Teaching and Learning Strategies

1. Activate students' knowledge of this topic by having them complete a line up activity with one or more of the following statements. Instruct students to stand in a line, listen to the statement and step forward if they believe the statement is true and backward if they believe it is false. Ask students to give reasons for their answers and discuss as a class.
  - 1) A rental agreement is not the same thing as a lease.
  - 2) A tenant has the right to negotiate with a landlord to determine the amount of rent and services provided in the rental agreement.
  - 3) A tenant is allowed to change the locks on the rental unit without telling his/her landlord.
  - 4) If a landlord fails to make a repair to the rental unit, the tenant is allowed to withhold rent until the repair is made.
  - 5) In most cases, a landlord must provide a tenant with 24 hours notice before entering the rental unit.
  - 6) A tenant must provide his/her landlord with 30 days notice if they want to move out of the rental unit.

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- 7) A landlord can demand a damage deposit from the tenant when they rent a place.
- 8) A landlord may demand that a tenant leave the rental unit at any time.
- 9) A landlord can increase the amount of the rent at any time.

## Teacher's Key

1. F – A rental agreement between a landlord and tenant is commonly referred to as a lease or tenancy agreement.
2. T – Landlords and tenants are free to negotiate their initial tenancy agreements in the same way two parties negotiate any other contract under the common law. Parties have the freedom to negotiate the amount of rent that is paid, the services included, and the provision of any other services at any time in the landlord-tenant relationship. A landlord is limited in rent increases with an existing tenant.
3. F – Tenants cannot change the locks on a door that gives entry to the rental unit unless the landlord agrees. Tenants cannot add locks that might prevent the landlord access in an emergency or for valid reasons.
4. F – A tenant is not entitled to withhold rent. If a tenant does, the landlord can give the tenant notice of termination for non-payment of rent and then file an application to evict the tenant. There are other options for dealing with repair issues. For example, the tenant could seek assistance from the Landlord and Tenant Board.
5. T – In most cases, before entering the unit, a landlord must give 24 hours written notice. There are some exceptions, however, such as in the case of an emergency or if the tenant agrees to allow the landlord to enter.
6. F – If a tenant wishes to terminate a tenancy, s/he must provide the landlord with at least 60 days notice of his/her intention to move out at the end of the tenancy. See “*Terminating a Tenancy*” later in this Module.
7. F – Landlords are limited in the security deposits they may request. The last month’s rent deposit is strictly for the rent payable on the last month and cannot be applied to other uses.
8. F – The landlord may only terminate a rental agreement for limited reasons set out in the *Residential Tenancies Act 2006* (i.e., non-payment of rent) and even when permitted, the landlord must obtain an order to evict the tenant and cannot use self-help remedies.
9. F – The government has set strict rules about rent increases once the rental agreement is in place and generally limits increases to once every 12 months and may prescribe the amount of the increase.


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## Teaching and Learning Strategies

2. Using either a teacher- or student-centred reading strategy, have students review the handout, *Rental Housing in Ontario*. Check for understanding and clarify any points that are unclear.
3. Explain to students that they are going to be completing a mock negotiation of a residential lease agreement. Organize students into pairs, with one person playing the role of the landlord and the other the tenant. Distribute the *Negotiation Timeline*, *Negotiation Plan*, and *Residential Agreement to Lease* to each pair and review the documents with students, explaining the timeline for the activity as well as important terms such as: monthly rent; occupation date; term of lease; what is included; what is not included, etc. Explain to students that they will complete the *Residential Agreement to Lease* document in pairs once they have negotiated the final terms of the agreement.
4. Distribute the *Confidential Instructions for Landlord* separately to students playing the role of landlord, John Smith, and the *Confidential Instructions for Tenant* to students in the role of tenant, Vera Stevens. You may choose to review the scenario together as a class or have students review it on their own.
5. Before beginning the negotiation, give students time to develop their negotiation strategy and tactics, and complete all portions of the *Negotiation Plan* with the exception of the section on the final agreement. Have students refer to the *Introduction to Negotiation* handout from Module 2 as needed.
6. Have students negotiate the lease agreement using the strategies, tactics, and techniques they have learned about. Follow the *Negotiation Timeline* and give students about 30 minutes to complete the negotiation and *Residential Agreement to Lease*. Once they are finished, they should also complete the final portion of the *Negotiation Plan*.
7. Take up the activity as a class, noting points of similarity and difference between groups in terms of final agreements, strategies, and techniques. Optionally, circulate all of the *Negotiation Plans*, and have all students who represented the landlord, and all those who represented the tenant, vote for one. There will be many different results which will help highlight that there is no right answer to a negotiation but rather the answer is an agreement by the parties, which satisfies them. A discussion about “buyers remorse” might be appropriate. Once decisions are made and an agreement achieved, parties often start to second guess themselves once they speak to others who may criticise their decision. This highlights the importance of having every decision maker and possible influencer participate in the negotiations and the importance of properly preparing by considering all options before the actual negotiations.
8. As an optional follow up, have students write a reflection on their negotiation, commenting on their strengths, weaknesses, and what they would have done differently. Students should discuss both the appropriateness of their overall strategy as well as the tactics and techniques they used or should have used.

## Extension

Enhance students’ understanding of residential housing transactions by having them complete the Landlord and Tenant Board Mock Hearing Scenario: *In the matter of 159 Alexander Street, Unit 5B, Between: John Smith and Vera Stevens*, available at: <http://ojen.ca/resource/2464>.





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# RENTAL HOUSING IN ONTARIO

In Ontario, landlord and tenant rights and obligations are governed by the *Residential Tenancies Act 2006 (the Act)*<sup>1</sup>. This legislation gives landlords and tenants specific rights and responsibilities, provides rules for increasing rent and for evicting a tenant, and creates the Landlord and Tenant Board (LTB).

The *Act* applies to most rental housing in Ontario. You are likely to be covered by the *Act* if you:

- Rent an apartment or a house;
- Rent the site that your mobile home or land lease home sits on;
- Are a roomer or a boarder and do not share a kitchen or bathroom with the owner or a close family member of the owner;
- Live in a “care home”, (e.g., retirement home or rest home); or
- Live in public housing, or, if your rent is subsidized or based on your income.

Some rental housing is not covered by the *Act*. For example, you might not be covered if you:

- Live in a place that is used for business;
- Share a kitchen or bathroom with the owner or a close family member of the owner;
- Stay temporarily in a hotel, motel, or seasonal housing;
- Live in certain kinds of student housing;
- Stay somewhere temporarily for rehabilitation; or
- Are a member of a housing co-operative.<sup>2</sup>

Tenants are also affected by *Ontario's Human Rights Code*, which protects people from discrimination in a number of areas, including when they are looking for an apartment and when they are dealing with their landlord.<sup>3</sup>

## RENTING A NEW PLACE

### WHAT IS A RENTAL AGREEMENT?

A rental agreement is a legal contract between a landlord and tenant in which the tenant agrees to pay rent for the right to live in a rental unit provided by the landlord. The rental agreement between a landlord and tenant is commonly referred to as a “lease” or “tenancy agreement.” It outlines how much rent will be paid for the unit and the landlord and tenant may also promise to do certain things for each other, and to follow certain rules.

The *Act* states that a tenancy agreement can either be oral or written.<sup>4</sup> However, it is generally better to have a written agreement because it creates a record of the things agreed to by the landlord and tenant. If there is a dispute later on, the written agreement may clarify the obligations held by the tenant and landlord and help to settle the dispute.

<sup>1</sup> *Residential Tenancies Act, SO 2006, c 17 [Act]*. A copy of the Act and regulations can be found here: <<https://www.ontario.ca/laws/statute/06r17>>.

<sup>2</sup> “Renting a Place to Live” (May 2014), online: Community Legal Education Ontario <[http://www.cleo.on.ca/sites/default/files/book\\_pdfs/rent-en.pdf](http://www.cleo.on.ca/sites/default/files/book_pdfs/rent-en.pdf)>.

<sup>3</sup> For more information, refer to Module 6: Housing and Human Rights.

<sup>4</sup> *Act, supra* note 1, s 1(2).

## WHAT SHOULD BE INCLUDED IN A RENTAL AGREEMENT?

There is no specific form of lease that must be used, and the parties are free to draft their own version.<sup>5</sup> If the parties decide to use a written agreement, the lease **MUST** set out the legal name and address of the landlord.<sup>6</sup>

A tenancy agreement may also include the following information:

- The date the tenant may move in;
- The amount of the rent;
- When rent is to be paid to;
- What services are included or excluded and if there are any charges for them (e.g., electricity, internet, parking, etc.); and
- The rules that the landlord requires the tenant to follow (e.g., pets, smoking, etc.).

Any rules that are included in the lease must also be permitted under the *Act* or they will not be enforceable by the LTB if there is a dispute between the landlord and tenant.<sup>7</sup> If the rental unit is part of a condominium, the rules of the condominium corporation must also be observed by the landlord and tenant.

If the rental agreement is in writing, it is important to read it carefully and ensure that you understand all of the terms of the agreement before signing it.

## RIGHTS AND RESPONSIBILITIES

Under the *Act*, both landlords and tenants have rights and responsibilities. A landlord must provide all new tenants with information about the rights and responsibilities of landlords and tenants, the role of the LTB and how to contact the LTB.<sup>8</sup> The LTB produces a brochure called *Information for New Tenants* that landlords must provide to new tenants on or before the day the tenancy begins.<sup>9</sup>

<sup>5</sup> "Information for New Tenants" (31 January 2007), online: Landlord and Tenant Board <<http://www.sjto.gov.on.ca/documents/ltb/Brochures/Information%20for%20New%20Tenants.html>>. A sample lease created by the London Property Management Association (LPMMA) for their members is included in this module. The sample tenancy agreement is a copyright of the LPMMA and may be used under license by it for educational purposes only. All means of reproduction of the sample lease for any purpose other than the classroom exercises are prohibited and protected by law.

<sup>6</sup> *Act*, *supra* note 1, s 12(1).

<sup>7</sup> *Ibid*, s 4.

<sup>8</sup> *Ibid*, s 11(1).

<sup>9</sup> *Ibid*, s 11(2).

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## TENANTS

Rights	Responsibilities
<ul style="list-style-type: none"> <li>• <b>Security of Tenancy</b> – Tenants are allowed to live in the rental unit until they provide the landlord proper notice that they intend to move out, come to an agreement with the landlord that the tenant can move, or the landlord gives the tenant a notice to end the tenancy for a reason allowed by the <i>Act</i>. A tenant does not have to immediately move if the landlord gives them notice to end the tenancy. The landlord must apply to the LTB to get an order to evict the tenant. The tenant has the right to attend a hearing and explain why the tenancy should not end.</li> <li>• <b>Privacy</b> – A landlord can only enter the rental unit for the reasons allowed by the <i>Act</i>. In most cases, before entering the unit, the landlord must give 24 hours written notice. There are some exceptions, however, such as in the case of an emergency or if the tenant agrees to allow the landlord to enter.</li> <li>• <b>Negotiate with Landlords</b> – Landlords and tenants are free to negotiate tenancy agreements in the same way two parties negotiate any other contract under the common law. Parties have the freedom to negotiate the amount of rent that is paid,<sup>10</sup> the services included, and the provision of any other services at any time in the landlord-tenant relationship.<sup>11</sup></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Paying Rent on Time</b> – Rent is considered late if not received by the end of the day that it is due.<sup>12</sup> If rent is not paid on time, the landlord may give the tenant a Notice to End a Tenancy Early for Non-Payment of Rent (Form N4). This notice gives the tenant who pays rent monthly 14 days to pay rent or to move out.<sup>13</sup> If the rent is not paid and the tenant has not vacated the unit, the landlord can make an application to the LTB for an order requiring the payment of the arrears and evicting the tenant if the entire payment is not received by a specified deadline.<sup>14</sup> If a tenant is repeatedly late paying rent, the landlord may give a Notice to Terminate a Tenancy at the End of Term (Form N8) for persistently paying rent late. Daily or weekly tenants must be given 28 days' notice and in all other cases, the tenant must be given 60 days' notice.<sup>15</sup> The landlord can apply to the LTB for an order to evict the tenant after giving the tenant the notice.<sup>16</sup> If a tenant's rent cheque is returned Non-Sufficient Funds (NSF), the landlord may ask the tenant to pay for the charges the landlord's bank has invoked, plus an administrative charge of up to \$20.<sup>17</sup></li> </ul>

<sup>10</sup> Although the parties are free to set the amount of rent, they cannot agree to a higher amount than any maximum outlined by legislation.

<sup>11</sup> As provided by section 17, other than as provided for in the *Act*, landlords and tenants are free to negotiate tenancy agreements in the same way two parties negotiate any other contract under common law. Section 113 of the *Act* stipulates that lawful rent for a new tenant is whatever the two parties agree upon. Section 123 provides the parties with freedom to negotiate the provision of any other services at any time in the landlord-tenant relationship.

<sup>12</sup> The *Act* does not define when rent becomes due. Rather, this is determined by the terms of the tenancy agreement, which is interpreted according to the laws of contract.

<sup>13</sup> *Act*, *supra* note 1, s 59(1)(b).

<sup>14</sup> "If a Tenant Does not Pay Rent" (1 July 2015), online: Landlord and Tenant Board <[http://www.sjto.gov.on.ca/documents/ltb/Brochures/If%20a%20Tenant%20Does%20Not%20Pay%20Rent%20\(EN\)%20Revised\\_Bill140\\_June15\\_2015.pdf](http://www.sjto.gov.on.ca/documents/ltb/Brochures/If%20a%20Tenant%20Does%20Not%20Pay%20Rent%20(EN)%20Revised_Bill140_June15_2015.pdf)>.

<sup>15</sup> *Act*, *supra* note 1, s 44.

<sup>16</sup> *Ibid*, s 69(1).

<sup>17</sup> *Ibid*, s 87(5); O Reg 516/06, s 17 at para 5 [ON Regulation].

<b>TENANTS</b>	
<b>Rights</b>	<b>Responsibilities</b>
	<ul style="list-style-type: none"> <li>• <b>Keeping the Rental Unit Clean</b> – The <i>Act</i> is vague on what constitutes clean,<sup>18</sup> however common sense prevails. A tenant is responsible for repairing damage and failing to clean might, in fact, result in damages to the unit.</li> <li>• <b>Repairing any Damage to the Rental Property Caused by the Tenant or their Guests</b> – A tenant is not responsible for “normal wear and tear” to a unit (e.g., carpet usage), however if the floors are never cleaned causing the carpets to be replaced sooner than normally required would be considered damage for which the tenant is liable.</li> </ul> <p><b>TENANTS ARE NOT ALLOWED TO:</b></p> <ul style="list-style-type: none"> <li>• <b>Withhold Rent</b> – A tenant is not entitled to withhold rent.<sup>19</sup> If a tenant does, the landlord can give the tenant notice of termination for non-payment of rent<sup>20</sup> and then file an application to evict the tenant.<sup>21</sup> There are other options for dealing with problems.</li> <li>• <b>Change the Locks</b> – Tenants cannot change the locks on a door that gives entry to the rental unit unless the landlord agrees.<sup>22</sup> Tenants cannot add locks that might prevent the landlord access in an emergency or for valid reasons.</li> </ul>

<sup>18</sup> *Act, supra* note 1, s 33.

<sup>19</sup> This rule is not explicitly stated in the *Act*. Rather, sections 58 and 59 simply state that non-payment of rent is due cause for the landlord to give the tenant notice of termination. The *Act* doesn't create any exceptions to this rule.

<sup>20</sup> *Ibid*, s 58(1) at para 1.

<sup>21</sup> *Ibid*, s 59(1).

<sup>22</sup> *Ibid*, s 35(1).



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## LANDLORDS

## Rights

- **Set the Rental Amount** – When the unit is vacant, the landlord can set the rental amount. The landlord can negotiate with the new tenant, including deciding what the rental amount is and what services are or are not included (e.g., hydro, parking, etc.).
- **Ask for Personal Information** – When a tenant applies to rent a unit, a landlord can ask the applicant to provide information such as current residence, rental history, employment history, personal references, and income information (if credit references and rental history information are also requested).<sup>23</sup> The *Ontario Human Rights Code* has special rules about asking for information about the income of a prospective tenant, and landlords must follow them.<sup>24</sup>
- **Collect a Rent Deposit** – A landlord is only permitted to collect a rent deposit if it is requested on or before they enter into the tenancy agreement.<sup>25</sup> The deposit cannot be more than one month's rent or the rent for one rental period, whichever is less.<sup>26</sup> A rent deposit can only be applied to the last month's rent before the tenancy ends and cannot be used to pay damages or anything else.<sup>27</sup> The landlord must pay interest on the deposit every 12 months equal to the rent increase guideline that is in effect when the interest is due.<sup>28</sup> The landlord can request that the tenant update the deposit amount after a rent increase in order that the deposit is the same as the amount of the new rent.<sup>29</sup>

## Responsibilities

- **Maintenance and Repairs** – Landlords are obligated under the *Act* to keep the rental property in a good state of repair and obey health, safety, and maintenance standards. This could include repair and maintenance of items such as electrical, plumbing or heating systems, appliances, carpets in the unit or common areas, walls, roofs, ceilings, windows, doors, locks, lighting, garages, laundry rooms, patios, walkways, or pools. If something no longer works because of normal “wear and tear,” the landlord must repair it so that it works properly, or replace it. When something is replaced, however, the landlord does not have to supply a new or better model.<sup>30</sup>
- **Providing Tenants with the Tenancy Agreement** – Landlords must provide a copy of the written tenancy agreement within 21 days of the tenant signing the agreement. If the tenancy agreement is not in writing, landlords must give written notice of their legal name and address within 21 days of the tenancy commencing.
- **Heating Requirements** - If a landlord provides heat, the *Act* requires the landlord to keep the heat to at least 20 degrees Celsius from September 1 to June 15.<sup>31</sup> In addition, many municipalities have their own property standards or by-laws that set minimum standards for heat.

<sup>23</sup> *Ibid*, s 10.

<sup>24</sup> See “Human Rights for Tenants” (2011), online: Ontario Human Rights Commission <<http://www.ohrc.on.ca/en/human-rights-tenants-brochure>>.

<sup>25</sup> *Act*, supra note 1, s 106(1).

<sup>26</sup> *Ibid*, s 106(2).

<sup>27</sup> *Ibid*, s 106(10).

<sup>28</sup> *Ibid*, s 106(6).

<sup>29</sup> *Ibid*, s 106(3).

<sup>30</sup> This is a complex matter. See generally “Maintenance and Repairs” (31 January 2007), online: Landlord and Tenant Board <[http://www.sjto.gov.on.ca/documents/lrb/Brochures/Maintenance%20and%20Repairs%20\(EN\).pdf?20b805](http://www.sjto.gov.on.ca/documents/lrb/Brochures/Maintenance%20and%20Repairs%20(EN).pdf?20b805)>.

<sup>31</sup> *ON Regulation*, supra note 17, s 4(1)-(3).



## LANDLORDS

Rights	Responsibilities
<ul style="list-style-type: none"> <li>• <b>Collect a Key Deposit</b> – A landlord is allowed to get a key deposit provided: (1) the deposit is refundable, and (2) the amount of the deposit is not more than the expected cost of replacing the key(s) if they are not returned to the landlord.<sup>32</sup> The key deposit is refunded at the end of the tenancy on the return of the key(s).<sup>33</sup></li> <li>• <b>Change the Locks</b> – A landlord can change the locks while the tenant is living in the unit provided they give the tenant a key for the new lock.<sup>34</sup> Once a tenant is evicted, the landlord can change the lock, even if the tenant has left property in the unit and is not required to give the tenant a key.<sup>35</sup></li> <li>• <b>Increase the Rent</b> – There are special rules that limit how often a landlord can increase the rent and by how much. In most cases, a landlord can increase the rent only once a year by the guideline that is set by the Minister of Municipal Affairs and Housing.<sup>36</sup> A landlord must give a tenant at least 90 days notice in writing of any rent increase and this notice must be on the proper form. New units, non-profit and public housing units, residences at schools, colleges and universities, and certain other accommodation are not covered by all the rent rules.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Enter the Unit without Notice</b> – The <i>Act</i> only allows a landlord to enter a tenant’s unit under specific circumstances.<sup>37</sup> In most cases, the landlord must first give the tenant 24 hours written notice, stating when they will enter and for what reason. There are exceptions, such as in case of an emergency or if the tenant agrees to allow the landlord to enter the unit. The tenant is not allowed to refuse if the <i>Act</i> permits the entry or the landlord may give a notice of termination.<sup>38</sup></li> <li>• <b>Shut Off or Deliberately Interfere with the Supply of a Vital Service</b> – Landlords cannot shut off or interfere with vital services such as heat, electricity, fuel, gas, or hot or cold water that the landlord must provide under the tenancy agreement. However, a landlord is allowed to shut-off services temporarily if this is necessary to make repairs.</li> <li>• <b>Take a Tenant’s Personal Property</b> – A landlord cannot take a tenant’s personal property for refusal to pay rent while the tenant is still living in the unit.</li> <li>• <b>Lock out a Tenant</b> – A landlord can only lock out a tenant if they have an eviction order from the LTB and the Sheriff comes to the rental unit to enforce it.</li> <li>• <b>Insist that Rent is Paid by Post-Dated Cheque or Automatic Debit</b> – A landlord can suggest a preferred method of payment, but a tenant cannot be refused a rental unit or evicted for refusing to pay rent by that means.</li> <li>• <b>Collect a Damage Deposit</b> – The landlord cannot collect a deposit to satisfy any damages caused to the unit during the tenant’s tenure, nor apply the rent deposit.<sup>39</sup> If damage is caused to the unit, the landlord can give the tenant a notice asking that the damages be paid. If the tenant does not pay, the landlord may apply to have the LTB determine if there are damages and what should be done about them.<sup>40</sup></li> </ul>

<sup>32</sup> ON Regulation, *supra* note 17, s 17 at para 3.

<sup>33</sup> *Ibid.*

<sup>34</sup> *Act*, *supra* note 1, s 24.

<sup>35</sup> If a landlord recovers possession the rental unit, he or she may change the locks and deal with any abandoned property according to the directions in the *Act*, *supra* note 1. Section 39 governs recovering possession of a unit; sections 41 and 42 deal with abandoned property.

<sup>36</sup> *Act*, *supra* note 1, ss 116-117.

<sup>37</sup> *Act*, *supra* note 1, ss 25-27.

<sup>38</sup> *Ibid.*, s 36.

<sup>39</sup> *Ibid.*, s 106(1). See also “A Guide to the Residential Tenancies Act” (31 January 2007), online: Landlord and Tenant Board <[http://www.sjto.gov.on.ca/documents/ltb/Brochures/Guide%20to%20the%20Residential%20Tenancies%20Act%20\(EN\).pdf?20b805](http://www.sjto.gov.on.ca/documents/ltb/Brochures/Guide%20to%20the%20Residential%20Tenancies%20Act%20(EN).pdf?20b805)> (see the “About Rent” section).

<sup>40</sup> *Act*, *supra* note 1, s 89(1).

## MODULE 3

## TERMINATING A TENANCY

The *Act* has rules on how both tenants and landlords can end a tenancy.

### TENANTS<sup>41</sup>

If a tenant wishes to terminate their tenancy, they must provide the landlord with at least 60 days notice of their intention to move out at the end of the tenancy.<sup>42</sup> A tenant cannot terminate the tenancy prior to the end of their lease without the landlord's consent.<sup>43</sup> If the landlord does not consent, the tenant may assign the unit to a new tenant with the landlord's consent. Here, the tenant would have two options: they could either *sublet* or *assign* the tenancy to another tenant. Under a **sublet**, the original tenant remains fully liable to the landlord whereas in an **assignment** all of the tenant's obligations remain the same and are passed on to the new tenant. Although a landlord cannot reject the idea of subletting, the landlord can refuse to consent to the new tenant if they have a good reason.<sup>44</sup> If the tenant sublets or assigns the unit without the landlord's consent, the landlord may file an application with the LTB to evict both the tenant and the unauthorized occupant. If the landlord does not file within 60 days of discovering the unauthorized occupant, the unauthorized occupant will become a tenant.<sup>45</sup>

### LANDLORDS

Generally, before a landlord can apply to the LTB to evict a tenant, they must provide the tenant with a Notice of Termination that tells the tenant what the problem is.<sup>46</sup> For some termination notices, the landlord must wait a specific number of days to see if the tenant corrects the problem before they can file an application with the LTB. The number of days the tenant has to correct the problem is set out in the notice. If the tenant does not correct the problem or move out, the landlord can file an application with the LTB and, in most situations, a hearing will be scheduled for the parties to appear and explain themselves. Some types of applications can be made without notice to the tenant and the LTB may issue an order without holding a hearing. Contrary to popular belief, there is no restriction against evicting a tenant during the winter or any other time of the year. The landlord may evict a tenant at the end of the term, even if the tenant has done nothing wrong, or during the term where the tenant has breached a provision of the tenancy agreement.

### WHEN CAN A LANDLORD EVICT A TENANT?

- **Eviction for Having a Pet** – A tenant cannot be evicted simply for having a pet.<sup>47</sup> However, a tenant may be evicted for having a pet in their unit if the pet is making too much noise, damaging the unit, or causing an allergic reaction, or the animal or species is considered to be inherently dangerous.<sup>48</sup> Furthermore, a condominium that has a “no pet” rule can force the tenant to remove the pet from the unit or move out.<sup>49</sup>

<sup>41</sup> How a Tenant Can End Their Tenancy” (31 January 2007), online: Landlord and Tenant Board <[http://www.sjto.gov.on.ca/documents/ltb/Brochures/How%20a%20Tenant%20Can%20End%20Their%20Tenancy%20\(EN\).pdf](http://www.sjto.gov.on.ca/documents/ltb/Brochures/How%20a%20Tenant%20Can%20End%20Their%20Tenancy%20(EN).pdf)>.

<sup>42</sup> *Act*, *supra* note 1, s 44(1)-(4). 28 days' notice is required in the case of a daily or weekly tenancy. The termination date must be the last day of the tenant's rental period or their lease, even if more than the notice period required.

<sup>43</sup> *Ibid*, s 47.

<sup>44</sup> *Ibid*, s 95(5).

<sup>45</sup> *Ibid*, s 100(2).

<sup>46</sup> See different types of Notices available online at: <http://www.sjto.gov.on.ca/ltb/forms/>

<sup>47</sup> *Act*, *supra* note 1, s 14.

<sup>48</sup> “How a Landlord Can End a Tenancy” (1 July 2015), online: Landlord and Tenant Board <[http://www.sjto.gov.on.ca/documents/ltb/Brochures/How%20a%20Landlord%20Can%20End%20a%20Tenancy%20\(EN\)%20Revised\\_Bill140\\_June15\\_2015.pdf?20b805](http://www.sjto.gov.on.ca/documents/ltb/Brochures/How%20a%20Landlord%20Can%20End%20a%20Tenancy%20(EN)%20Revised_Bill140_June15_2015.pdf?20b805)>.

<sup>49</sup> Under the *Condominium Act*, SO 1998, c 19, s 58, a condominium board may pass rules as long as they are reasonable and for the purpose of protecting the property, security, and welfare of residents and guests. Generally, this section allows condominiums to pass rules restricting pets so long as they are reasonable and consistently applied. See also *Durham Standard Condominium Corp No 187 v Morton*, 2012 ONSC 161, 14 RPR (5th) 300 and *Niagara North Condominium Corp No 125 v Kinslow*, 2007, 2007 CanLII 49188 (ONSC), CarswellOnt 7444 (Ont Sup Ct J).



- **Eviction for Having a Roommate** – A tenant cannot be evicted simply for having a roommate.<sup>50</sup> However, a tenant may be evicted if the roommate is causing a problem for the landlord or for other tenants (e.g., excessive noise, damaging the unit, overcrowding).<sup>51</sup> Landlords may seek enforcement of overcrowding rules and have persons who are not on the lease removed or the rental agreement terminated early if there are too many people living in the apartment.<sup>52</sup> Also, condominiums may provide in their Declaration to renters that the unit may only be used for “Single Family Use.” Such Declarations may prohibit renting to unrelated parties, and these restrictions are often determined by Courts not to infringe the *Ontario Human Rights Code* (which you will learn about in Module 6).
- **Eviction for Landlord’s Own Use** – A tenant can be evicted at the end of their tenancy if the landlord “in good faith” requires the unit for:
  1. Their own use,
  2. The use of an immediate family member, or
  3. The use of a person who will provide care services to the landlord or a member of the landlord’s immediate family, if the person who will be receiving the care services lives in the same building or complex.<sup>53</sup>
- **Eviction to Sell the Unit** – A tenant can be evicted at the end of their tenancy if the landlord has agreed to sell the rental property and the purchaser requires the rental unit for: (1) their own use, (2) the use of an immediate family member, or (3) the use of a person who will provide care services to the landlord or a member of the landlord’s immediate family, if the person who will be receiving the care services lives in the same building or complex.<sup>54</sup>
- **Abandoned Unit** – A landlord should make reasonable efforts to contact the tenant to determine if they have in fact left the unit (e.g., write or call them). If the landlord believes the tenant has abandoned the unit, the landlord may apply to the LTB for an order terminating the tenancy.<sup>55</sup> If the landlord rents the unit to another tenant without the order, the tenant who has not abandoned the unit may take legal action against the landlord.<sup>56</sup> There are special rules that a landlord must follow before disposing of any property a tenant has left in an abandoned unit.<sup>57</sup>

<sup>50</sup> The term “roommate” is not used in the Act, *supra* note 1. However, having guests and other occupants visit or stay in a unit may be categorized as a tenant’s right to reasonable enjoyment of the rental unit. See “Guideline 21: Landlords, Tenants, Occupants and Residential Tenancies” (6 January 2012), online: Landlord and Tenant Board <<http://www.sjto.gov.on.ca/documents/lrb/Interpretation%20Guidelines/21%20-%20Landlords,%20Tenants,%20Occupants%20and%20Residential%20Tenancies.pdf>>.

<sup>51</sup> The tenant’s right to reasonable enjoyment must be balanced with the landlord’s and other tenants’ rights. Therefore, the Act, *supra* note 1, s 64(1) permits a landlord to give a tenant notice of termination if the tenant or another occupant is interfering with the “lawful right, privilege, or interest of the landlord or another tenant.”

<sup>52</sup> The landlord may give a “N5 Notice,” i.e., a notice to end tenancy, if the number of people living in the rental unit is more than permitted by health, safety or housing standards. See “Notice to End Tenancy For Interfering with Others, Damage, or Overcrowding” (form), online: Landlord and Tenant Board: <<http://www.sjto.gov.on.ca/lrb/forms/>>.

<sup>53</sup> Act, *supra* note 1, s 48(1).

<sup>54</sup> *Ibid*, s 49(1).

<sup>55</sup> See the Landlord and Tenant Board, online: <<http://www.sjto.gov.on.ca/lrb/faqs/>> (see the “Abandoned Unit” section).

<sup>56</sup> Act, *supra* note 1, s 41(6); *ibid*.

<sup>57</sup> Act, *supra* note 1, s 42; “Property Left Behind When a Tenant Moves Out” (4 January 2010), online: Landlord and Tenant Board <[http://www.sjto.gov.on.ca/documents/lrb/Brochures/Property%20Left%20Behind%20When%20a%20Tenant%20Moves%20Out%20\(EN\).pdf?20b805](http://www.sjto.gov.on.ca/documents/lrb/Brochures/Property%20Left%20Behind%20When%20a%20Tenant%20Moves%20Out%20(EN).pdf?20b805)>.

**MODULE 3****WHAT SHOULD A TENANT DO AFTER RECEIVING A NOTICE OF TERMINATION?**

The tenant should first read the Notice to see why and when the landlord is asking him/her to vacate. The Tenant may:

- Talk to the landlord to see if he/she can correct the problem by any other means;
- Leave the unit as directed in the Notice;
- Call the LTB's call centre to learn more about the eviction process and/or get some legal advice from a lawyer or legal clinic;
- Attend the LTB's mediation session to attempt to mediate a solution with the landlord; or
- Stay in the unit and see if the landlord files an application with the LTB. If an application is filed, the tenant can attend the hearing and explain his/her situation to the LTB and follow any order it renders.<sup>58</sup>

<sup>58</sup> See *Act, supra* note 1, ss 80-85 for rules about eviction and the Board's orders.

## MOCK RENTAL AGREEMENT NEGOTIATION

### CONFIDENTIAL INSTRUCTIONS FOR LANDLORD

You will work in pairs to complete a mock negotiation of a residential tenancy agreement. One student will play the role of the landlord and the other will play the role of the tenant. Review the scenario and confidential facts below. Before beginning the negotiation, take time to develop your negotiation strategy and tactics, and record the details in the *Negotiation Plan*. Negotiations are always more successful if undertaken after considering what is at stake, what the options are, and what strategies might be best. Complete all portions of the *Negotiation Plan* with the exception of the 'Final Negotiation Agreement' section. You may want to refer to the *Introduction to Negotiation* handout from Module 2. When both parties are ready, begin the negotiation. The goal is to finalize the terms of your residential tenancy agreement and record the details in the *Residential Agreement to Lease*.

### SCENARIO

Mr. John Smith is the owner and landlord of a townhouse complex at 159 Alexander Street that contains multiple apartments. His last tenant moved out one month ago and he has since completely cleaned and refreshed Unit 5B, a three-bedroom apartment, and posted a 'FOR RENT' sign in the window. He has also posted the rental unit online and on the bulletin boards at the local supermarket and community centre. The unit is advertised for \$1600 per month including outside parking, plus utilities.

Ms. Vera Stevens needs to find a new apartment for her and her three sons. She contacted a real estate agent to help her identify appropriate places for her. Her friend, Naomi Trainer, has found the listing online and recommends that Ms. Stevens go view it. Although this is not a listed apartment, the agent agrees to go with Ms. Stevens to see it.

### SPECIAL FACTS

- Your name is John Smith.
- You have been the owner of a complex of ten townhouses for the past 10 years.
- You make a decent income from renting nine of the units out to various tenants, while keeping one of the units as your home and office.
- During the past 10 years, you have negotiated many leases with various people for your units.
- You have advertised the three-bedroom unit for \$1600 per month, including parking for one vehicle and water. For a good tenant, you are prepared to rent the unit for as little as \$1500. Heating and electricity are additional costs, which the tenant must pay directly. Your experience is that the heating and electricity cost is \$425 per month on average.

## MODULE 3

## MOCK RENTAL AGREEMENT NEGOTIATION

### CONFIDENTIAL INSTRUCTIONS FOR TENANT

You will work in pairs to complete a mock negotiation of a residential lease agreement. One student will play the role of the landlord and the other will play the role of the tenant. Review the scenario and confidential facts below. Before beginning the negotiation, take time to develop your negotiation strategy and tactics, and record the details in the *Negotiation Plan*. Negotiations are always more successful if undertaken after considering what is at stake, what the options are, and what strategies might be best. Complete all portions of the *Negotiation Plan* with the exception of the 'Final Negotiation Agreement' section. You may want to refer to the *Introduction to Negotiation* handout from Module 2. When both parties are ready, begin the negotiation. The goal is to finalize the terms of your residential tenancy agreement and record the details in the *Residential Agreement to Lease*.

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### SPECIAL FACTS

- Your name is Vera Stevens.
- You are 39 years old and a single mother of three boys ages 12, 15, and 17.
- Following your divorce, you and your sons decided to move into a bigger place that gave your teenage boys more space.
- You wish to find a new apartment that is closer to your work and the boys' school.
- Upon seeing the three-bedroom unit, you are happy that it will suit your purposes and that it is in a convenient location for your transportation requirements.
- You cannot pay more than \$1500 per month in rent and more than \$500 in utility payments.
- You need to move in within one month's time.
- You have a car and need a parking space.





## NEGOTIATION TIMELINE\*

Preparing for the Negotiation		
<b>Develop Your Negotiation Plan</b>	Each student (landlord and tenant) individually completes their Negotiation Plan.	<b>10 mins</b>
Landlord & Tenant Negotiation		
<b>Step 1</b>	The landlord and tenant should set out the issues to be discussed and negotiated.	<b>5 mins</b>
<b>Step 2</b>	The landlord and tenant meet to discuss the available unit and the rental details. The students negotiate the terms under which they will agree to rent the unit. During this stage, generate settlement proposals that satisfy the interests of both parties. Agree to the identified issues individually or as a package.	<b>20 mins</b>
<b>Step 3</b>	Put the agreed points for the rental of the unit into the Residential Agreement to Lease for the parties to sign. Have both the landlord and the tenant sign the agreement with the teacher or another student signing as the witness.	<b>5 mins</b>
Debrief		
<b>Class Discussion</b>	Debrief with the whole class by comparing the results of the negotiations. There will be many different results which will help highlight that there is no right answer to a negotiation but rather the answer is an agreement by the parties, which satisfies them.	<b>15 mins</b>

\*Times are approximate/suggested. Sometimes the negotiation process can lead to an agreement at the first meeting, but often this meeting lasts several hours or longer. Depending on the complexity of the case, it can also take many meetings before an agreement is reached.



**MODULE 3****NEGOTIATION PLAN****OBJECTIVES/ISSUES:****OVERALL STRATEGY:****TACTICS AND TECHNIQUES:****OFFERS:**

Opening Offer	Target	Bottom Line

**FINAL NEGOTIATION AGREEMENT:**



TENANCY AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ made pursuant to the provisions of the Residential Tenancies Act, S.O. 2006, Chap.17 (hereinafter the "R.T.A."). This Tenancy Agreement is © London Property Management Association, 2013. Version: 04-2013.



BETWEEN: \_\_\_\_\_ (Landlord) \_\_\_\_\_ (Landlord's Current Address) (Unit No.) (Address) (City) (Province) (Postal Code)

NOTE: This is the legal name and address of the Landlord to be used for the purpose of giving notices or other documents under the R.T.A. and this Lease. Tenant acknowledges the name and address of the Landlord are subject to change and in such event, the Tenant will direct notices accordingly to the new Landlord.

AND: \_\_\_\_\_ (Tenant) \_\_\_\_\_ (Tenant) AND: \_\_\_\_\_ (Tenant) AND: \_\_\_\_\_ (Guarantor(s))

RENTED PREMISES 1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord

\_\_\_\_\_ (Unit No.) (Address) (City) (Province) (Postal Code)

hereinafter referred to as the Rented Premises, and the following parking privileges for private passenger automobile(s):

PARKING Outside \_\_\_\_\_ Underground \_\_\_\_\_ Covered \_\_\_\_\_ Garage \_\_\_\_\_ (specify number of spaces in each category).

OCCUPANTS It is understood and agreed that only the following persons, in addition to the tenants, shall occupy the Rented Premises in addition to the Tenant:

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_ NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

Tenant acknowledges the agreement for rent charged in paragraph 4 below is based on the number of occupants certified herein by the Tenant and agrees to pay damages for breach of contract to the Landlord in the amount of \$ \_\_\_\_\_ monthly for failure to disclose additional occupants to those listed above, including those who become additional occupants during the tenancy (Tenants' children excepted), and further agrees that the amount of damages agreed to is reasonable to compensate for increased wear and tear and use of utilities and building services with respect to such additional occupants.

OCCUPANT SPOUSES BOUND BY THIS AGREEMENT Tenant undertakes to notify the landlord, in writing, in the event a spouse of the Tenant occupies the Rented Premises at any time while this Agreement is in effect. In the event the Rented Premises are occupied as a principal residence by a spouse as defined in the RTA and where such spouse obtains the status of "Tenant" of the Rented Premises, this agreement shall be deemed to be amended to include such spouse as a Tenant and shall be fully binding upon such person, jointly and severally with the Tenant in all respects, including the obligation to pay any arrears of rent.

COVENANTS 2. The Tenant agrees to abide by the covenants, agreements, and all provisions of this Agreement and is deemed to have given notice hereof to any person who resides in the Rented Premises. It is agreed that the Landlord shall be entitled to enforce the provisions of this Agreement against the Tenant in a Court or Tribunal of competent jurisdiction in the event of a breach of performance thereof by the Tenant and the Landlord shall have the right to re-enter the Rented Premises and obtain vacant possession thereof in the event of non-payment of rent or breach of any of the covenants, agreements, or provisions of this Agreement by the Tenant, provided such rights are exercised in accordance with the R.T.A..

TERM 3. The Tenant shall occupy the Rented Premises, subject to the present tenant vacating, for a term beginning on the \_\_\_\_\_ day of \_\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_.

subject to the terms of this Agreement. If the Landlord is unable to give possession of the Rented Premises on the commencement of the term for any reason including, but not limited to, construction delays or an overholding tenant, the Landlord shall not be subject to any liability to the Tenant or occupants and shall give possession as soon as the Landlord is able to do so. The rent shall abate until possession of the Rented Premises is offered by the Landlord to the Tenant. Failure to give possession on the date of commencement of the term shall not in any way affect the validity of this Tenancy Agreement, the obligations of the Tenant, or in any way be construed to extend the term of this Tenancy Agreement. This agreement shall be enforceable against all Tenants named as such herein, regardless of whether such Tenant actually chooses to occupy the Rented Premises.

RENT 4. (a) The Tenant agrees to pay to the Landlord, at the Landlord's office or such place as directed in writing from time to time by the Landlord:

For Rented Premises per month \$ \_\_\_\_\_ If Landlord provides Rental Incentive, specify amount here: \_\_\_\_\_

PLUS for Parking Privileges per month \$ \_\_\_\_\_ \$ \_\_\_\_\_

PLUS for Additional Appliances per month \$ \_\_\_\_\_ This discount shall be given in the manner set out in the Rental Application and shall be void and repayable forthwith as rent if Tenant vacates without leave prior to end of term or breaches any of the terms of the Rental Incentive.

PLUS for Air Conditioning per month \$ \_\_\_\_\_

PLUS for Additional Services per month (specify services and amount for each) \_\_\_\_\_ \$ \_\_\_\_\_

Total Monthly Rental payable in advance \$ \_\_\_\_\_ which shall be due and payable on the first day of each month for the term referred to in paragraph 3 herein.

Rental cheques are payable to \_\_\_\_\_ Rent paid by anyone other than the Tenant named in this Agreement shall be deemed to have been paid on behalf of the Tenant.

(b) (i) The amounts listed in 4(a) include a Prompt Payment Discount of 2% of the Total Monthly Rental which shall apply during the initial term of this Agreement provided the rent is received at the Landlord's office on or before the date the rent is due. Where rent is paid after the due date the Tenant shall pay the sum of the Total Monthly Rental in 4(a) above, divided by 0.98. The Prompt Payment Discount may, in the sole discretion of the Landlord, be discontinued at any time after the initial term of this Agreement.

(ii) Arrears of rent shall bear interest at the rate of 2% per month compounded monthly which is the equivalent of 26.82 per cent per annum, calculated from the date following the date upon which the rent is due until paid and such interest shall be deemed as rent hereunder.

(c) (i) All payments herein may be made by direct debit, electronic funds transfer, money order, or certified cheque. Acceptance of other forms of payment from time to time by the Landlord, his agent or employee shall not be deemed a waiver of this term.

(ii) If the Monthly Rental is paid by cheque and the cheque is not honoured at the bank upon which it is drawn, the Tenant shall pay to the Landlord, in respect of the dishonoured cheque, the sum of \$ \_\_\_\_\_ as a service and administrative charge for each such cheque in addition to the aforementioned Monthly Rental.

(d) The Tenant agrees to deposit with the Landlord the sum of \$ \_\_\_\_\_ as prepaid rent to be applied toward payment of the rent for the last rent period of the tenancy. In the event of a lawful rent increase, the Tenant shall pay an additional amount to increase the rent deposit in an amount equal to the increased Monthly Rental. The increased deposit may be paid by way of a credit by the Landlord of interest payable in respect of the deposit herein.

(e) The Administration and Processing Fee referred to in clauses 15 and 16 of this Agreement shall be \$ \_\_\_\_\_.

(f) It is further agreed between the parties that the rent chargeable pursuant to this Agreement and any statutory or other renewals thereof has been negotiated taking into account a reduction to allow for any future disruptions or inconvenience the Tenant may experience as a consequence of the Landlord performing work at the residential complex or Rented Premises pursuant to its statutory obligations under the R.T.A. or any other provincial, federal or municipal legislation and therefore the Tenant shall not seek damages or any abatement of rent in such circumstances.

UTILITIES 5. The Tenant, in addition to the Monthly Rental, agrees to pay the following services applicable to the Rented Premises: Specify Yes or No in blank

Electricity \_\_\_\_\_ Hot Water Heater \_\_\_\_\_ Gas \_\_\_\_\_ Water \_\_\_\_\_ Cable TV \_\_\_\_\_ Heat \_\_\_\_\_ Other (Specify) \_\_\_\_\_ Other (Specify) \_\_\_\_\_

	<p>The Tenant shall exercise reasonable care and diligence in the use of any utility supplied by the Landlord. The Tenant acknowledges that payment of charges by the Tenant for services as shown above constitutes a rental obligation of the Tenant and any unpaid charges may be collected as rent; furthermore, any money paid by the Tenant to the Landlord, even when specifically identified by the Tenant as "rent", may first be applied by the Landlord to any unpaid charges for the above services, and the Landlord shall have the same remedies in respect of a resulting shortfall in rent as in the case of non-payment of rent.</p>
BANKRUPTCY	6. 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 the bankruptcy. If the Tenant becomes a bankrupt, the balance of the term of this Tenancy Agreement shall be terminated and the Tenant shall become a month to month tenant subject to all of the terms and conditions of this Tenancy Agreement and subject to the rights of the Trustee. On the day following the date that the Tenant becomes a bankrupt the Tenant's obligation to pay rent shall immediately commence for the balance of the month in which the Tenant becomes bankrupt and, thereafter, rent shall be payable in advance on the first day of each month as provided for in clause 4 of this Agreement.
CONSENT OF REGISTERED OWNER	7. The Landlord named herein has the registered owner's authority to execute this Tenancy Agreement on its behalf and may exercise the rights and powers reserved to the Landlord herein; however, in the event the Landlord named herein is not the registered owner but an agent of same, the Tenant covenants not to impose liability for rent rebates or any damages, howsoever accruing, upon the Agent as Landlord and the Tenant shall seek recovery of any such rebate or damages from the registered owner and shall consent to amendments of court or tribunal documents necessary to ensure that the registered owner is added as a party to such proceedings.
USE	8. (i) The Tenant agrees to use the Rented Premises as a residential dwelling and for no other purpose whatsoever. (ii) The Tenant agrees not to conduct, permit, or suffer any act or activities on or about the Rented Premises for which consideration would normally be payable, including but not limited to activities such as the operation of babysitting or child care services, or the operation of any other business or commercial use. Specifically, the Tenant shall at no time seek compensation from the Landlord, howsoever arising, in respect of any interruption to any economic activity engaged in by the Tenant or members of the Tenant's household at the Rented Premises. (iii) The Tenant shall not permit the Rented Premises to be occupied by anyone other than the persons listed in clause 1 of this Agreement unless authorized by the Landlord in writing. The Landlord shall be deemed not to have Notice of such occupancy unless the Tenant complied with this term. (iv) The Tenant agrees not to permit a sale (including "yard sales") or auction to be held on the Rented Premises without written consent of the Landlord.
CONDITION OF PREMISES	9. The Tenant hereby acknowledges that the Rented Premises, appliances and appurtenances are in clean condition free of visible defects and fit for habitation and use. The Tenant hereby undertakes to notify the Landlord, in writing, within seven (7) days of the commencement of the term of this Agreement, of any defects or deficiencies in the condition of the Rented Premises. The Tenant agrees 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, remodelling, decorating or installation of equipment or fixtures in the Rented Premises. The Tenant hereby agrees to maintain the Rented Premises in the same condition as existed at the commencement of this Tenancy Agreement, or as improved by the Landlord thereafter, reasonable wear and tear excepted.
REPAIRS	10. In the event of a breakdown of the electrical or mechanical systems, the Landlord shall not be liable for damages or personal discomfort; however, the Landlord shall carry out repairs with reasonable diligence.
CARE OF RENTED PREMISES	11. The Tenant agrees to keep the Rented Premises in a reasonable state of cleanliness and shall be liable for the costs of repair of damage to the Rented Premises or residential complex caused by the willful or negligent conduct of the Tenant, other occupants of the Rented Premises or persons who are permitted in the residential complex by the Tenant. The Tenant shall not make any alterations to, or decorate the Rented Premises, without the Landlord's prior written approval and shall, upon termination of the tenancy, remove any alterations and decorating and restore the Rented Premises to the same condition as it was in on the date of commencement of this Tenancy Agreement, reasonable wear and tear excepted.
MAINTENANCE ISSUES	12. The Tenant covenants to advise the Landlord, in writing, of any repairs or maintenance required to be done by the Landlord. It is agreed that any request for maintenance or repairs not made in writing shall not be the subject of any legal proceeding by the Tenant against the Landlord in a court of law or before a tribunal of competent jurisdiction. It is further agreed that, upon written notice to the Landlord of any repairs or maintenance required to be done, the Tenant shall allow the Landlord a reasonable opportunity to effect repairs or maintenance that the Landlord is required to undertake by law or under this Agreement. The Tenant shall not direct or call on any person not employed by the Landlord to effect any repair or maintenance of the Rented Premises.
RIGHT OF ENTRY BY LANDLORD	13. 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 maintenance 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 number specified under the R.T.A. for the purpose of exercising its rights to show or enter the unit hereunder or under the R.T.A. 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.
RULES AND REGULATIONS	14. A. (i) Automobiles shall be parked only in such spaces which the Landlord may designate from time to time and the Landlord shall have the right to reassign such parking spaces from time to time as the Landlord, in its sole discretion, may determine. The Tenant shall furnish the Landlord with such information as it may require to identify the Tenant's automobile and the Tenant shall affix to the vehicle such identification as may be designated by the Landlord from time to time. The Landlord shall have no obligation to provide parking for more than the number of automobiles specified in paragraph 1 of this Tenancy Agreement. The Tenant shall not assign or sublet any parking space.
PARKING	(ii) 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. Without limiting the generality of the foregoing, it is expressly understood and agreed that the Tenant shall not park or store on the Landlord's property any additional automobile, any automobile which has been abandoned or is inoperable or does not bear any valid license permit, and furthermore that the Tenant shall not park or store on the Landlord's property any commercial vehicle (including a taxi or limousine), recreational vehicle, trailer, boat or any other object. (iii) In the event that the Tenant contravenes any of the provisions of sub-paragraph 14A.(i) or 14A.(ii) hereof, the Landlord shall have the right to remove the automobile, vehicle, trailer, boat or object, as the case may be, from the property of the Landlord 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 and the Tenant shall reimburse the Landlord for any expense which he may incur in removing, storing or disposing of any vehicle, trailer, boat or object. (iv) No repairs, cleaning, washing or maintenance to any vehicle shall be carried out on the Landlord's property, including the Rented Premises.
FIRE	E. (i) The Tenant shall not do, bring or keep anything in the Rented Premises, or permit or suffer such act which will in any way create a risk of fire or increase the rate of fire insurance on the building or contents. (ii) The Tenant shall not use the living space of the Rented Premises for excessive storage, including hoarding, of combustible material and personal or other property and growing marijuana, regardless of whether the Tenant or an occupant has a License, is absolutely prohibited. (iii) Barbecuing on balconies or making of fires shall not be permitted in or about the Rented Premises.
NOISE	C. The Tenant shall not cause, permit or suffer any noise or interference which is disturbing to the comfort or reasonable enjoyment of the Rented Premises by the Landlord or any other tenant.
NOTICE: VIDEO SURVEILLANCE	D. The Tenant hereby accepts Notice that 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 Landlord's Privacy Policy.
ACCESS	E. (i) 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 and doors shall not be propped open. Bicycles shall be kept only in areas designated by the Landlord. (ii) The Tenant agrees not to permit or suffer any partition or fences to be erected on, in, or about the Rented Premises. (iii) The Landlord shall have the right to limit access to the building by delivery services.
PAINTING AND ALTERATION	F. (i) The Tenant shall not permit the painting of 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. (ii) Wallpaper shall not be installed without prior written consent of the Landlord. (iii) Spikes, hooks, screws, nails, or stick-on hangers shall not be put into or upon any woodwork of the Rented Premises. (iv) No adhesive products or self-adhesive products shall be used within the Rented Premises, including, but not limited to: self-adhesive picture hangers, clothes hooks, refrigerator decorations and bathroom decals.
ELECTRIC LIGHT BULBS	G. The Landlord shall furnish electric light bulbs in the fixtures and fuses in any panel box installed by the Landlord 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 and fuses are in place and in an operable condition.
SMOKE AND CO ALARMS	H. The Tenant acknowledges receipt of smoke alarm and, where applicable, carbon monoxide (CO) alarm maintenance information and shall immediately notify the Landlord in writing of any damage to, or malfunction of, any smoke or CO alarm supplied by the Landlord whereupon the Landlord agrees to maintain and service same; however: (i) The Landlord shall furnish a battery for each smoke and/or CO alarm requiring same when the Tenant takes possession of the Rented Premises, which battery shall thereafter be replaced as needed from time to time by the Tenant but the Tenant shall not disable the alarms, ever; and (ii) if the malfunction is due to the Tenant's or an occupant's disabling of an alarm, or removal of or failure to replace the battery, or tampering or adjustments made thereto or removal thereof by the Tenant or his guests the Tenant shall reimburse and indemnify the Landlord for any expenses incurred as a result of defending against Provincial Offence charges, or fines arising from such disabling or tampering, and for costs incurred for



	replacement or servicing of the equipment.
SHADES AND BALCONIES	<p>I. (i) No awnings, shades, flower boxes, aeriels, satellite dishes, or other items shall be erected over or placed outside windows, doors, balconies or inside patios. Balconies or patios shall not be used for the hanging or drying of clothes or for storage. No objects whatsoever shall be dropped, thrown, propelled or projected from the Rented Premises, and no Tenant shall permit or tolerate such act.</p> <p>(ii) Drapes and drapery tracks where provided by the Landlord shall not be removed. 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 building.</p> <p>(iii) 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 Landlord's satisfaction and the Tenant shall not install or place carpeting of any kind on the balcony.</p>
SIGNS	J. No signs, advertisements or notices shall be posted or inscribed on or in any part of the building by the Tenant.
PETS	<p>K. (i) The Tenant shall not permit a dog, cat or other animal, bird, reptile, or pet of any kind to be kept or allowed on, in, or about the Rented Premises. The Tenant shall indemnify and save the Landlord harmless from any claims arising from injury to any person or damage to any property in the Rented Premises as a result of the Tenant or his guests bringing any animal, bird, reptile or pet into the Rented Premises or in or about the buildings wherein the Rented Premises are situated. Failure by the Landlord to enforce this provision is not deemed a waiver of this provision and the Tenant hereby acknowledges that the Landlord is not estopped from enforcing this provision at any time.</p> <p>(ii) The Tenant hereby accepts liability for any and all claims and actions initiated by the Landlord, another tenant, a future tenant or any other person for any injury to any person or damage to any property in or about the Rented Premises as a result of the Tenant or his guests bringing any animal, bird, reptile or pet into the Rented Premises or in or about the building where the Rented Premises are situated.</p>
VERMIN	L. The Tenant shall keep the Rented Premises free from vermin and in so doing shall procure and pay for any professional pest control services which may be necessary from time to time. In the event pest control measures are required at the Rented Premises, the Tenant shall comply with all protocols for preparation of the Rented Premises for treatment as directed by the Landlord or its contractors. The Tenant shall compensate the Landlord for any costs incurred by the Landlord or charged by its pest control contractor as a result of the Tenant's failure to comply with preparation protocols, including a refusal to permit pest control treatment of the Rented Premises. The Tenant shall not refuse entry to the Landlord or its Contractor for the purpose of treating the Rented Premises for eradication of vermin and it is agreed a refusal to permit entry shall be grounds for termination of the tenancy.
GARBAGE	M. All garbage shall be wrapped in plastic or disposable garbage bags and tied and sorted if required and placed in the areas designated by the Landlord and at such times which it may designate, all in conformity with Health regulations and any applicable recycling regulations. It is expressly agreed and understood, however, that garbage shall not be stored outside the Rented Premises at any time unless in facilities designated by the Landlord.
NOXIOUS SUBSTANCES	N. 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 any part of the residential complex or lands upon which the residential complex is situated. The Tenant shall be liable to 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 term. If a question arises relating to a contaminant or noxious, dangerous or toxic substance, such question will be determined having regard to Ontario or federal law or by a person whom the Landlord believes to be an expert qualified to determine the question.
DEFECTS AND MAINTENANCE	O. The Tenant shall give the Landlord prompt written notice of any damage, accident or defects such as, without limiting the generality of the foregoing, defects, accidents or damage involving water pipes and fixtures, gas pipes and fixtures, building envelope deficiencies, fire and smoke alarms or fixtures including door closers, balconies or balcony railings, heating apparatus, tub surrounds, electric lights or any other installations and shall be liable for any damages caused by the Tenant's failure to give such notice.
LAUNDRY ROOMS	P. The use of the washing machines and dryers in common area laundry rooms shall be subject to any rules, regulations or Notices posted or provided by the Landlord and no laundry shall be hung in, around, or about any portion of the Rented Premises.
REPAIRS AND REPLACEMENTS	Q. Except if repairs or replacements are required by normal wear and tear, the Tenant shall be responsible for all repairs and replacements in the Rented Premises caused by the willful or negligent conduct of the Tenant or persons permitted in the Rented Premises by the Tenant, including, without restricting the generality of the foregoing, broken glass, torn screens, damaged light fixtures, plugged toilets and plugged sink drains.
REFRIGERATORS	R. 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 hand can bear. Any damage to the refrigerator shall be paid for by the Tenant.
APPLIANCES	S. 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, and 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 such appliances require repair; further, any damage to such appliances shall be paid for by the Tenant.
WATERBEDS	T. The Tenant shall obtain, at his expense, appropriate liability insurance for any water bed installed in the Rented Premises and shall provide proof of same to the Landlord prior to installation of any water bed. Further, the Tenant shall be liable for all claims and actions initiated by the Landlord, another Tenant or any other person for any injury to any person or damage to any property in or about the Rented Premises as a result of water leaking, issuing or flowing from any water bed installed in the Rented Premises.
MOVING	<p>U. (i) Household furniture and effects may be removed from the Rented Premises only at such time and in such manner as prescribed by the Landlord.</p> <p>(ii) The Tenant shall not damage any part of the building or Rented 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.</p>
LOCKS	<p>V. (i) The Tenant shall not alter or add to the locking system on any door giving direct entry to the Rented Premises without written permission by the Landlord. The Tenant hereby consents to any change of locks in the building including that of the door giving direct entry into the Rented Premises, provided the Landlord gives the Tenant replacement keys.</p> <p>(ii) In the event the Tenant or his guest(s) locks himself out of the Rented Premises, the Landlord shall not be obligated to unlock the Rented Premises and the Tenant shall be responsible for all costs of re-entry including, but not limited to, locksmith charges, charges for damages howsoever caused, and any service charge payable to the Landlord if the Landlord agrees to unlock the Premises.</p>
GENERAL	<p>W. (i) The rules, regulations and posted notices governing the use of any additional services by the Landlord shall be observed and adhered to. Such services may include, but shall not be limited to, swimming pools, sauna baths, exercise rooms, recreational areas and similar services which are for the exclusive use of the Tenant and from which occupants or guests of the Tenant may be excluded.</p> <p>(ii) The Tenant shall not violate, or permit or tolerate violation of any Federal, Provincial or Municipal statutes, laws, by-laws, or regulations.</p> <p>(iii) If the Rented Premises are subject to the Condominium Act, the Tenant agrees to be bound by the Declaration, by-laws, rules and regulations of the Condominium Corporation and the said Act.</p>
AMENDMENTS	X. The Tenant covenants and agrees to comply with each of the rules and regulations herein and, upon notice, any additions or amendments thereto.
ASSIGNMENT OF RENTED PREMISES	15. The Tenant acknowledges the right of the Landlord to consent or refuse to consent to the assignment of the Rented Premises. The Tenant covenants not to assign the Rented Premises without first requesting, in writing, and receiving written leave of the Landlord to do so. If the Landlord consents to an assignment of the Rented Premises, the Tenant shall not assign the Rented Premises to a potential assignee without first requesting, in writing, that the Landlord consent to the assignment of the Rented Premises 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 the granting of such consent in the amount specified in clause 4(e) herein, per applicant, provided that this covenant shall not be construed to mean acceptance by the Landlord of a prospective assignee. It is further agreed that a request to assign shall be deemed not to have been made until the administration and processing fee has been paid and submitted along with the Tenant's written request. Each written request made under this section or section 16 shall be delivered, personally or by mail, to the Landlord at the address set out on page 1 of this Agreement and where the request is mailed, it shall be deemed to have been made on the 5th day after mailing. No assignment shall occur until the Tenant and Assignee have completed documentation reasonably required by the Landlord in respect of the assignment. Until the assignment occurs, the Tenant shall remain liable for all obligations under this Tenancy Agreement, including the obligation to pay rent. Unless otherwise agreed in writing, the Tenant shall be solely responsible for finding an acceptable assignee provided the Landlord has first agreed, in writing, to the assignment of the Rented Premises.
SUBLET OF RENTED PREMISES	16. The Tenant covenants not to sublet the Rented Premises without first requesting, in writing, and obtaining the Landlord's written consent to sublet to the prospective tenant. Where the tenancy is monthly, the Tenant shall not sublet the Rented Premises for a term greater than the remaining days in the month when the sublet takes effect. Where the tenancy is for a fixed term, the Tenant shall not sublet the Rented Premises for a term which ends after the fixed term. The Tenant and Sub-Tenant shall complete documentation, reasonably required by the Landlord in respect of the sublet prior to commencement of the sub-tenancy. In all cases, no consent to a sublet shall be granted by the Landlord unless the Tenant first provides to the Landlord a copy of an executed written sub-tenancy agreement specifying the date of termination of the sub-tenancy and specifying that the sub-tenancy agreement shall not be amended by the parties without first obtaining the written consent of the Landlord thereto, which consent may be unreasonably withheld. The Landlord shall not arbitrarily or unreasonably withhold consent to a sublet; however, the Tenant agrees to pay the Landlord an administration and processing fee in respect of the expenses associated with granting such consent in the amount specified in clause 4(e) herein, per applicant, provided that this covenant shall not be deemed to mean acceptance of a prospective subtenant. It is further deemed that a request to sublet shall not have been made until the administration and processing fee has been paid. The Tenant acknowledges that, in the event the Rented Premises is sublet, the Tenant shall continue to be bound by all of the provisions of this Tenancy Agreement, including the obligation to pay rent, until such time as the tenancy is terminated. The Tenant further acknowledges that any subtenant must vacate the premises and the Tenant must deliver vacant possession of the Rented Premises upon termination of this Tenancy Agreement. It is acknowledged that any rent paid by the subtenant to the Landlord shall be deemed to be paid on behalf of the Tenant but only during the term of the sub-tenancy approved by the Landlord.
SPOUSE OBTAINING TENANT STATUS	17. Where a spouse of the Tenant obtains "tenant" status under the regulations to the RTA such spouse shall be deemed to have consented to be bound jointly and severally with the Tenant by this Agreement, including the obligation to pay all rent arrears that may be due when such "tenant" status is sought, regardless of whether this Agreement operates pursuant to a fixed term or has been renewed as a statutory month-to-month tenancy. Any spouse claiming or obtaining "tenant" status shall provide the Landlord with such personal information as the Landlord may require in order to enforce this Agreement.

- ABANDONMENT OF PREMISES BY TENANT**
18. (i) If rent is unpaid after the due date, and if it appears to the Landlord that the Tenant has vacated or abandoned the premises, the Landlord may enter the Rented Premises and, in addition to all other rights reserved to the Landlord, may re-rent the Rented Premises. The Rented Premises shall be deemed to have been vacated or abandoned if an inspection reveals the Rented Premises to be substantially barren of the Tenant's furnishing and/or effects, but this clause shall not be construed so as to limit or restrict the circumstances under which the Rented Premises may be deemed to be vacated or abandoned.
- (ii) The Tenant agrees to pay to the Landlord any costs incurred by the Landlord in respect of commission fees, advertising, administrative costs, storage fees, and all costs of redecorating and cleaning, in addition to any arrears of rent and damages, including but not limited to all legal costs on a solicitor and client basis, to which the Landlord is entitled under this Agreement or by law in the course of obtaining vacant possession and re-renting the Rented Premises; it is expressly agreed that recovery of any such sums shall constitute appropriate damages recoverable by the Landlord as a consequence of breach of this tenancy agreement.
- (iii) Upon re-entry by the Landlord upon termination of the tenancy or upon the abandonment or vacating of the Rented Premises by the Tenant, or pursuant to a Court or Board Order, the Landlord may dispose of any articles, belongings, effects, or furnishings of any kind found at the Rented Premises or its environs in accordance with the provisions of the R.T.A. In the event any of the Tenant's articles, effects, belongings, or furnishings are sold by the Landlord, the proceeds of such sale shall be applied towards any of the Landlord's reasonable out-of-pocket expenses incurred for moving, storing, securing or selling such property and any arrears of rent and legal costs and disbursements, without prejudice to the Landlord's right to recover any deficiency remaining. It is further agreed that all property in the Rented Premises at the time of re-entry by the Landlord shall be deemed to be the Tenant's property unless the Tenant advises otherwise, in writing, prior to such re-entry.
- WHERE TENANT VACATES WITHOUT NOTICE BUT OCCUPANTS REMAIN**
- (iv) Where the Tenant vacates the Rented Premises without giving a Notice of Termination under the R.T.A. and without entering into an agreement to terminate the tenancy, and where the Rented Premises continue to be occupied by a person(s) who was permitted in the Rented Premises by the Tenant, it is acknowledged and agreed that the Tenant shall be deemed to be in possession of the Rented Premises until it is vacated by such occupant or occupants, as the case may be; further, all of the Tenant's obligations under this Agreement shall continue until such time as the Tenancy herein is properly stopped or terminated in accordance with law or by agreement between the Landlord and the Tenant.
- SAME: WHERE NO OCCUPANTS REMAIN**
- (v) Regardless of subparagraph 18 (iv), where the Tenant vacates the Rented Premises without giving a Notice of Termination or lawful Notice of Termination under the R.T.A. and without entering into an agreement to terminate the tenancy, and where the Rented Premises are thereby vacant, the Tenant shall continue to be responsible for all obligations imposed under this Agreement and this Agreement, including the obligation to pay rent, shall continue in full force and effect until such time as this Agreement is lawfully terminated.
- DAMAGES FOR EARLY TERMINATION**
- (vi) Where the Landlord takes possession of the Rented Premises prior to the end of the term or any renewal thereof because the tenancy has been terminated and the Tenant has been evicted for breach of this Agreement or the R.T.A, or where the Tenant has vacated without giving a valid Notice of Termination, the Tenant shall remain liable to pay rent until the end of the term or any renewals thereof, subject to the Landlord's obligation to mitigate its losses, on the grounds that such rent payment obligation shall constitute reasonable damages to compensate the Landlord for early termination and breach of this Agreement; further, the Tenant shall be responsible for all reasonable costs, including marketing, re-decorating and repair costs, incurred by the Landlord to re-rent the Rented Premises in mitigation of its losses.
- LIABILITY**
19. Landlord shall not in any event whatsoever be liable or responsible in any way for:
- (i) any personal injury or death that may be suffered or sustained by the Tenant, an occupant or any member of the Tenants' family, his agents or guests, or any other person who may be upon the Rented Premises or the premises of the Landlord;
- (ii) any loss of or damage or injury to any property including cars and contents thereof belonging to the Tenant or to any member of the Tenants' family or to any other person while such property is on the Rented Premises or on the premises of the Landlord; or
- (iii) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, ground water, rain or snow which may leak into, issue or flow from any part of the Rented Premises or the premises of the Landlord or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter; or
- (iv) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
- (v) any damage caused by anything done or omitted to be done by any tenants of the Landlord; or
- (vi) any damage to or loss of any property left in or on the Rented Premises or the premises of the Landlord subsequent to the Tenant giving up possession of the Rented Premises whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other Tenants of the Landlord, or any other person; or
- (vii) any damage to or loss of property incurred by the Tenant as a result of an "Act of God", being such as but not limited to, the following: severe storm, lightning, flood, infestation of vermin or insects, etc.
- ISSUES ABOUT DAMAGE TO PROPERTY**
20. In the event of damage, destruction or disposition of the Tenants' property, which the Tenant believes has resulted from an act or omission of the Landlord, Landlord's Agent(s) or Superintendent, the Tenant agrees to notify the Landlord on the next business day, in writing, 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 permitting the Landlord to inspect it. In addition, where the Tenant proposes to incur expenses which the Tenant believes have resulted from an act or omission of the Landlord, Landlord's Agent(s) or Superintendent, the Tenant shall first notify the Landlord of the intention to incur such expenses and shall permit the Landlord an opportunity to propose other arrangements which may be more effective and less costly than those for which the Tenant proposes to incur expense. In all cases of damage to property, however caused, the Tenant shall notify his insurer of the damage and shall file a claim with his insurer for the full amount of the loss.
- ISSUES ABOUT INTERFERENCE WITH TENANT'S USE OR ENJOYMENT; OR HARASSMENT**
21. In the event the Tenant believes the Landlord, its employees or agents are engaging in harassment of the Tenant or in activities, including construction activities, which interfere with the tenant's reasonable use and enjoyment of the Rented Premises or residential complex, the Tenant shall, within 2 business days of such alleged interference or harassment, notify the Landlord, in writing, of the nature of the activity and the impact of the activity on the Tenant or members of the Tenant's household. Upon giving the Landlord such notice, the Tenant shall allow the Landlord a reasonable amount of time, and in no case less than ten days, to investigate and respond to such issues raised by the Tenant in such notice. The Tenant agrees that no compensation or damages shall be sought by the Tenant before any Court or Tribunal in the event of a failure by the Tenant to give the Landlord notice in accordance with this section.
- IF PREMISES RENDERED UNFIT**
22. Except where the Rented Premises are rendered unfit for the purposes of the Tenant as a result of an "Act of God" or the negligence of the Landlord, the Tenant shall be liable for full payment of rent for the Rented Premises 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 full Monthly Rental during the period when the Rented Premises are unfit for the purposes of the Tenant.
- TERMINATION OF TENANCY AT END OF TERM**
23. (a) IF THE TENANT DESIRES TO TERMINATE THE TENANCY AT THE END OF THE TERM OF THIS AGREEMENT, HE SHALL GIVE WRITTEN NOTICE IN ACCORDANCE WITH THE RESIDENTIAL TENANCIES ACT AND NOT LESS THAN SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE TERM OF THIS AGREEMENT OR ANY STATUTORY OR OTHER RENEWALS THEREOF.
- (b) A valid Notice of Termination of tenancy given by the Tenant shall be irrevocable upon receipt by the Landlord and shall not be withdrawn, rescinded or annulled by the Tenant without the express written consent of the Landlord, and such Notice shall bind all Tenants of the Rented Premises.
- (c) If either party has given notice of termination of this Agreement or if the parties have agreed that the tenancy will be terminated, the Rented Premises may be shown to prospective tenants in accordance with the provisions of the R.T.A. Should the Tenant effectively deny the Landlord entry rights under the R.T.A. or this Agreement, the Tenant shall compensate the Landlord for any damages he may experience including but not limited to lost rent.
- (d) If no notice pursuant to this paragraph has been delivered by either party and the Tenant remains in occupation after the end of the termination of this Agreement, the Tenant shall become a monthly Tenant under the terms and conditions herein set out subject to any valid Notice of Rent Increase served by the Landlord and provided that nothing herein contained shall prevent the parties from agreeing in writing to any other terms for the said monthly tenancy.
- (e) In the event the Tenant is required by law or agrees to vacate the Rented Premises on or before a certain date and the Landlord enters into a Tenancy Agreement with a third party to rent the premises for a term commencing immediately after such date and if the Tenant fails to give the Landlord vacant possession of the Rented Premises on or before such date thereby causing the Landlord to be liable to such third party, the Tenant shall (in addition to all other liability to the Landlord) indemnify the Landlord for all damages suffered thereby including, without limiting the generality of the foregoing, for all legal costs incurred by the Landlord on a solicitor and-client basis and for damages incurred by the incoming tenant in respect of such overholding.
- (f) The Tenant acknowledges and agrees that he shall give any notice of termination by delivering or mailing same at or to the office of the Landlord only, and not by delivering or mailing same to any agent or employee of the Landlord. The Tenant further acknowledges and agrees that, in the event the Landlord named in this Tenancy Agreement ceases to be the Landlord of the Rented Premises, the Tenant shall deliver any such notices under this Agreement or required by law to the office of the party who is the Landlord at the time the notice is given.
- (g) The Tenant agrees to vacate the Rented Premises by 1 o'clock p.m. on the final day of this Tenancy Agreement or any renewal thereof.
- (h) After service of Notice of Termination, the Tenant shall arrange with the Landlord or his agent to complete an "Outgoing Inspection Report", which shall be signed by both parties. Failure to complete an "Outgoing Inspection Report" will be deemed acceptance by the Tenant of the Landlord's copy of same.
- (i) Upon termination of the tenancy, the Tenant shall give vacant possession and deliver all keys of the Rented Premises to the Landlord. Failure to comply with this provision shall render the Tenant liable to an administration charge in addition to any other liability imposed upon the Tenant by this Agreement or by law.
- (j) The premises shall be left fit for immediate occupation by the new Tenant, clean, undamaged, and with all furniture and refuse removed. Without limiting the generality of the foregoing, the Tenant shall:
- (i) leave the Rented Premises, appliances, and appurtenances in the same condition as existed at the commencement of the term and if the condition





of the Rented Premises has been improved by the Landlord following the commencement of this Tenancy Agreement in any manner or for any reason whatsoever, the Tenant shall leave the premises in the said improved condition, reasonable wear and tear excepted;

- (ii) leave broadoomed and tile floors, walls, ceilings, windows, doors, and every other part of the Rented Premises in a clean condition and not move heavy furniture over the floors or stairs - coasters shall be used for heavy furniture;
- (iii) leave the stove, refrigerator and any other appliance in a clean condition inside and outside, and replace any broken, missing or damaged parts before vacating;
- (iv) clean and defrost the refrigerator, but leave it running at normal setting;
- (v) remove all contents and refuse from the Rented Premises and leave any storage areas clean and unlocked.
- (vi) if the Tenant has or has had a pet, the Tenant at his cost shall have a qualified pest control contractor treat the Rented Premises for fleas and other vermin and shall provide the Landlord with the contractor's paid receipt as evidence of the work done.
- (vii) should the Landlord have to clean or treat the Rented Premises as a result of the Tenant's failure to comply with his obligations under clause 23 [(i-vi)], the Tenant shall reimburse the Landlord for all costs incurred in respect of same.

**INSURANCE** 24. The Tenant shall, during the entire period of this tenancy and any renewal thereof, at his sole cost and expense, obtain and keep in full force and effect, fire and property damage and public liability insurance in an amount equal to that which the Landlord, acting reasonably, considers adequate. The Tenant agrees to provide to the Landlord, upon demand at any time, proof that all such insurance is in effect and to notify the Landlord in writing if such insurance is cancelled or otherwise terminated. The Tenant hereby agrees that occupancy of the Rented Premises at the commencement of the Tenancy may be withheld by the Landlord if the Tenant fails to provide proof of insurance upon demand by the Landlord prior to the Tenant's occupancy.

**INDEMNITY OF LANDLORD** The Tenant expressly agrees to indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from any occurrence in the Rented Premises, the use thereof by the Tenant, or occasioned wholly or in part by any act or omission of the Tenant, or by anyone permitted to be in the Rented Premises or the building by the Tenant.

**WAIVER** 25. The Landlord and Tenant mutually agree that no assent or consent to changes in or waiver of any part of this Agreement in spirit or letter shall be deemed or taken as made, unless the same be done in writing between the Landlord or the Landlord's authorized agent and attached to or endorsed hereon. It is specifically understood between the parties hereto that the Landlord's Janitors, Superintendents and Rental Agents are NOT authorized agents for the purpose of amending any provision of this Agreement.

**SEVERABILITY** 26. If any term, covenant, condition or provision of this Tenancy Agreement or the application thereof to any person or circumstances to any extent is held invalid or unenforceable, the remainder of this Agreement, 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, covenant, condition or provision of this Agreement shall be valid and enforced to the fullest extent of the law.

**RENTAL APPLICATION** 27. The Tenant acknowledges receipt of a copy of the Rental Application which is deemed to be incorporated herein and to form part of this Tenancy Agreement. The Tenant warrants the truth of all facts contained therein, and agrees that any misstatement or omission in the said Rental Application constitutes a material misrepresentation rendering this Tenancy Agreement voidable and/or the basis for termination, at the option of the Landlord.

**GUARANTOR'S LIABILITY** 28. In consideration of the execution and delivery of this Tenancy Agreement by the Landlord, the Guarantor, as principal debtor, agrees to execute an agreement made collateral to this Tenancy Agreement which, upon execution by the Guarantor and the Landlord, shall be deemed to constitute a part of and be incorporated into this Tenancy Agreement with the Guarantor deemed to be a party to this Tenancy Agreement. The Guarantor further agrees that liability under the guarantee shall continue until such time as this Tenancy Agreement is terminated and the Guarantor continues to be liable and bound by this Guarantee during any renewals and extensions, statutory or otherwise, of the term of this Tenancy Agreement.

**OBLIGATIONS ARE JOINT AND SEVERAL** 29. Everything contained in this Tenancy Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of each party hereto, including those of the Guarantor(s). The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to the Tenant shall be deemed to include all Tenants to this Agreement. ALL COVENANTS OF THE TENANTS HEREIN CONTAINED SHALL BE DEEMED TO BE JOINT AND SEVERAL OBLIGATIONS.

**NOTICES TO TENANT AND SPOUSE** 30. Any Notice given by the Landlord to the Tenant pursuant to the RTA shall be binding on all Tenants of the Rented Premises and on the spouse of any Tenant where such spouse seeks or obtains "Tenant" status under the RTA and the Tenant hereby agrees to forthwith give a copy of such Notice to all other Tenants and to any occupant of the Rented Premises to whom the Tenant is married or in a conjugal relationship with.

**USE OF PERSONAL INFORMATION AND PRIVACY ISSUES** 31. 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 this Agreement, including collection of moneys owed to the Landlord;
2. obtaining a Consumer Report in the event the Tenant is in arrears of rent, in breach of this Agreement, or wishes to renew this Agreement; 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 Rented Premises by the Tenant and compliance by the Landlord and Tenant with their respective Human Rights Code and accessibility obligations and the Tenant shall not seek damages or compensation reasonably attributable to the Tenant's failure to provide such disclosure.

**ENTIRE AGREEMENT** 32. The Tenant acknowledges that, prior to signing this Tenancy Agreement, the Tenant has read this Tenancy Agreement and consents to the terms, covenants, conditions and provisions herein. This Tenancy Agreement and the Rental Application constitutes 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 respect except by written instrument.

IN WITNESS WHEREOF the parties hereto have executed these presents:

			(Landlord)
	(Witness)		(Tenant)
	(Witness)		(Tenant)
	(Witness)		(Tenant)
	(Witness)		(Tenant)
	(Witness)		(Tenant)
	(Witness)		(Guarantor)

**RECEIPT OF TENANCY AGREEMENT:**

I/We hereby acknowledge receipt of a copy of this Tenancy Agreement signed by the Landlord and the Tenant; the Rental Application; and the prescribed information about the Landlord and Tenant Board this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

I have authority to accept a copy of this Tenancy Agreement on behalf of myself and all Tenants and Guarantors named herein:

(Tenant) \_\_\_\_\_ Sign Name of Tenant Here \_\_\_\_\_ Print Name of Tenant Here \_\_\_\_\_