

## APPENDIX B to STANDARD (Form of) LEASE Summary of Suggested Additional Terms and Conditions

- 1. Appendix B is extension of Section 15 of Standard (form of) Lease
- 2. Lease <u>application</u> is accurate and forms part of lease
- 3. No keys until LMR/FMR deposited and cleared
- 4. List all others who will be living in the unit
- 5. Tenant agrees to abide by all rules and regulations of the Lease
- 6. If tenant's spouse obtains 'tenant status' then they are 'joint and several' with Tenant
- 7. Lease terminates 30 calendar days after tenant's death
- 8. If more than one Tenant on lease then Estate terminates and remaining Tenant(s) takes over
- 9. Table of rent details
- 10. Agrees to pay rent in advance on or before the first day of each month using \_\_\_\_\_\_ (method of payment or service)
- 11. Daily interest charged by the Landlord on rent arrears awarded by tribunal
- 12. List amenities included and excluded in Tenant's rent or not permitted
- 13. If Tenant doesn't pay utility bill, LL may pay and then collect from Tenant as rent plus an Administration Fee per instance
- 14. Agrees to pay all utility bills on time, direct to service provider. Tenant gives permission to utility company to disclose all billing info to LL. Tenant can't revoke this permission. Valid 1 year after tenancy ends
- 15. LL won't ask for annual rent increase for LMR ("top off") and Tenant won't ask for annual interest earned on LMR
- 16. Authorizes LL to contact credit bureaus and references provided by Tenant. Inaccuracy deemed fraudulent. Tenant authorizes LL to answer questions from authorized agencies after tenancy ends about LL's experience with Tenant
- 17. Non-payment, late payment, or Lease breach may be submitted to credit and tenant reporting agencies
- 18. Guarantor is party to Lease. Principal debtor to Lease. Liability continues until Tenant's legal and financial obligations are fulfilled
- 19. Can't assign or sublet Premises without LL's prior written permission. No long-term or short-term rentals to 3<sup>rd</sup> parties, including Airbnb-type services.
- 20. Payment of rent from any person other than Tenant does not create a Lease between payor and LL
- 21. No LL promise to fix or alter anything except as written in the lease
- 22. Bankruptcy: LMR applied to oldest outstanding arrears. LL is preferred creditor (per Bankruptcy and Insolvency Act) for 6 months' rent preceding bankruptcy
- 23. Must keep smoke and CO alarms in working order at Tenant(s) expense (including replacing batteries). Batteries changed at least annually. Must immediately advise LL in writing of non-functioning device
- 24. Understands that Premises has no 'vapour barrier' and condensation may build up (possibly resulting in mold). Tenant agrees to do the following (list of actions and preventative measures). Tenant responsible for mold cleaning and remediating costs
- 25. Knows LL may install separate natural gas and water usage measuring meters. Tenant agrees to pay utility directly when suite metering installed. Tenant's rent reduced by previous 12 months' consumption.
- 26. Gives permission for LL to take photos when Tenant gives notice to LL, LL gives notice to the Tenant to evict, Premises is vacant, Tenant abandons unit, With 24 hrs advance written notice
- 27. Standard pre-set text of lease takes precedence over appendix
- 28. Amendment or waiver must be in writing. Only LL not janitor, superintendent or property manager
- 29. Everything in Lease is binding on heirs etc. of each party
- 30. All Tenants are deemed 'joint and several'. Notice to one Tenant deemed given to all Tenants of same unit. After vacating Tenant still guarantor until LL gets complete vacant possession
- 31. A Tenant can't terminate lease of any other tenant of the Lease. Joint tenants must agree in writing to terminate the lease with 60 days advance written notice. Tenant wishing to stay may re-apply but can be declined without explanation

- 32. Tenant pays LL any fine/fee levied by government agencies against Property because of Tenant actions (e.g. waste accumulation, noise/nuisance, mould/infestation remediation, etc.)
- 33. Right of quiet enjoyment: Tenant responsible for their actions or neglect and those of their human and creature guests. Anything objectionable /injurious to reputation of Premises. Breaches include anything resulting in interference, interruption or disturbance of Landlord's or another tenant's reasonable peace, comfort, or privacy of respective premises and common areas (provide examples). Tenant agrees such breach is grounds for immediate eviction
- Tenant does not own a pet and won't obtain one during this tenancy. If Tenant does then Tenant shall immediately sign LL's standard Pets Agreement
- 35. Tenant won't waste utilities (e.g. running water, including broken toilets, leave lights or other appliances on when not used, leave doors/windows open when heat is on). Tenant will immediately report malfunctioning equipment
- 36. Tenant must clean and maintain the Premises and agrees to be liable for repair of damage costs to the Property caused by Tenant's or guests' willful or negligent conduct
- 37. Alterations or any kind requires LL's written approval except approved picture hooks and window coverings
- 38. Tenant pays for remediation of any type of pest
- 39. Tenant pays for clearing all clogged drains and toilets
- 40. LL inspections permitted at Tenancy start, from time to time as LL deems necessary, 24 hours advance written notice, photos permitted as evidence of state of Premises
- 41. Tenant authorizes LL to charge Tenant for damage to walls caused by smoking, excessive use of plugs, large nails, other unreasonable damage, unplugging toilets, sinks and drains, repairs because windows left open, plumbing froze, rain/water to floors/walls, missing doors/windows/screens/mirrors/lighting/plumbing fixtures; replace/repair cuts/burns/water damage to flooring
- 42. Tenant to notify LL of any guest > 1 week. Tenant ensures guests comply with terms of Lease
- 43. No In-car heaters, battery warmers, extension cords from the rented Premises or common areas to any vehicle for any reason
- 44. No smoking includes electronic versions, medicinal, recreational or remedial purposes. Grounds for eviction
- 45. No growing marijuana/cannabis plants (without self-contained environment growing tank)
- 46. Don't slide furniture/appliances. Heavy furnishings require floor protection. Wall-to-wall carpeting shall not damage underflooring
- 47. Employ carpets for frequent walking areas in unit
- 48. LL furnishes bulbs and fuses at start of tenancy; Tenant pays thereafter.
- 49. No waterbeds
- 50. No antennae/satellite dishes
- 51. Tenant pays for LL to open locked unit (Uncertain whether disputable under RTA so might be better to use 'independent contractor')
- 52. No loitering
- 53. Don't throw anything out of the windows/balconies/other openings. Nothing hung outside window/balcony. No shaking/cleaning anything (eg. rugs, clothing, dusters, mops, etc). Drapery tracks where provided by the Landlord must not be removed
- 54. Tenant must obtain and maintain all vital services except \_\_\_\_\_\_ (eg. water, hot water, etc.)
- 55. Tenant must maintain heat level at all times to protect Premises from damage
- 56. No combustibles stored near any heat source
- 57. Balconies: no hanging clothes, cooking/barbecuing. Flower containers hung on balcony inside only. No carpeting on balcony. No satellite dishes. No alterations or additions to balcony or railings
- 58. No obstructions in common areas (eg. overshoes, baby carriages, toys, sleds, bicycles, etc.)
- 59. Must comply with the Municipal Recycling Program for all recyclable material.
- 60. Laundry machines provided for all Tenants. Use at own risk and expense. Remove items immediately after cycle completes. Check and clean filter. Safely secure and store chemicals in Tenant's unit. LL can remove laundry machines without prior notice without consequence.
- 61. Rules for storage lockers if you offer them (I don't). Tenant's harmful/flammable materials must not be stored on the Property
- 62. Moving furnishings only between 9 a.m. and 7:00 p.m. on designated days at discretion of LL. Dispose of packaging at Tenant's cost
- 63. LL can limit building deliveries that aren't in the best interest of building or occupants
- 64. LL may enter Premises anytime in case of emergency; after SLA termination anytime 8:00 a.m. to 8:00 p.m. for showings without advance notice; anytime with Tenant's consent at time of entry ... and 6 other points
- 65. Don't bring contaminants or noxious, dangerous or toxic substances or anything dangerous, flammable, or explosive to the Property
- 66. No garage sales, auctions etc. without LL's written consent
- 67. Premises used strictly as residential dwelling ... no other purpose (e.g. babysitting, child care service etc.)
- 68. Do not display electronic/print signs, advertisements etc.
- 69. LL can make repairs/renovations as necessary at LL's sole discretion
- 70. Tenant shall provide their telephone number and email address. Notify LL if either changes
- 71. Email correspondence is acceptable formal communiqué between LL and tenant
- 72. Property is for general informational purposes only. No LL liability
- 73. Tenant pays any increased taxes resulting from Tenant being a Separate School supporter
- 74. Understands personal info being collected, consents to LL collecting/updating information if Tenant is in arrears or upon lease renewal

- 75. LL can report Tenant information to consumer reporting services or collection agencies. Acknowledges questions about LL Privacy Policy have been answered satisfactorily
- 76. Pays all costs and damages for 'overholding'. Indemnifies LL
- 77. Must provide minimum 60 days' advance notice in writing no later than first of the month
- 78. If Premises vacant/abandoned on rent due date, no rent paid and majority of furnishings absent then unit deemed abandoned. LL can enter without notice, sell anything and apply proceeds against rent owed. LL must act reasonably and in good faith. LL not liable for damages
- 79. LL not liable/responsible due to negligence by its agents/employees for injury/death of Tenant, pets, etc., to property/equipment or damage from steam, water, rain, snow, sewage etc. leaking into Premises, damage from electrical or other wiring or damage caused by any other Tenant
- 80. LL building insurance doesn't cover Tenant's personal belongings. Tenant should obtain Renter's Content Insurance
- 81. Ensure LL has <u>all</u> necessary tenant permissions to collect personal info under PIPEDA—credit, rental and work histories, speak to past landlords, tenant's social media and reasons for obtaining and time period to hold on to such info

## No longer part of my Standard Lease or Appendix B

- Separate Guarantor Agreement: A guarantor is not a tenant. A guarantor cannot be the subject of an LTB claim. This is why there is no
  provision for a guarantor in the SLA. A separate guarantor agreement requires the lease as an appendix, which can then be taken to Small
  Claims Court after the LTB has awarded a rent arrears judgement against the tenant.
- Separate Parking Space Rental Agreement: Separating out the parking space from the lease means the parking space is not subject to the RTA or rent controls (NOT COURT TESTED). You can then pass on to the tenants the true costs of maintaining a parking lot such as unexpected extra salting charges.