

**Note**

This tenancy agreement (or lease) is required for tenancies entered into on **April 30, 2018 or later**. It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).

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

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

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

**1. Parties to the Agreement**
**Residential Tenancy Agreement between:**
**Landlord(s)**

Landlord's Legal Name  
Test Landlord (c/o **Domus Student Housing Inc.**)

**Note:**

See Part B in General Information

**and Tenant(s)**

Last Name Room 1: Name	First Name Tenant
Last Name	First Name
Last Name	First Name
Last Name	First Name
Last Name	First Name

**2. Rental Unit**

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

Unit (e.g., unit 1 or basement unit) 310	Street Number 123	Street Name Test	Postal Code N2J3H8
City/Town Waterloo	Province ON		

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

The rental unit is a unit in a condominium.

Yes  No

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

### 3. Contact Information

#### Address for Giving Notices or Documents to the Landlord

Unit 7	Street Number 295	Street Name Weber Street North	PO Box
City/Town Waterloo		Province Ontario	Postal Code/ZIP Code N2J3H8

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

Yes  No

If yes, provide email addresses:

living@domushousing.com

T1: nobody@domushousing.com

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

Yes  No

If yes, provide information:

**Regular Hours:** 519.342.0608 x103  
**After Hours:** 519.342.0608 x109  
**Email:** fix@domushousing.com

#### Note:

See Part B and E in General Information

### 4. Term of Tenancy Agreement

This tenancy starts on: 2018/05/01 Date (yyyy/mm/dd)

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

a fixed length of time ending on: 2021/08/27 Date (yyyy/mm/dd)

a monthly tenancy

other (such as daily, weekly, please specify): \_\_\_\_\_

#### Note:

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

**5. Rent**

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

Month

Other (e.g., weekly) \_\_\_\_\_

b) The tenant will pay the following rent:

Base rent for the rental unit	\$510.00
Parking (if applicable)	_____
Other services and utilities (specify if applicable):	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Total Rent (Lawful Rent)</b>	<b>\$510.00</b>

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

c) Rent is payable to:

**Domus Student Housing Inc.**

d) Rent will be paid using the following methods: Pre-authorized Payments / Post Dated Cheques

**Note:**

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

e) If the first rental period (e.g., month) is a partial period, the tenant will pay a partial rent of \$ \_\_\_\_\_ on \_\_\_\_\_ . This partial rent covers the rental of the unit from \_\_\_\_\_ to \_\_\_\_\_  
Date (yyyy/mm/dd) Date (yyyy/mm/dd) Date (yyyy/mm/dd)

f) If the tenant's cheque is returned because of non-sufficient funds (NSF), the tenant will have to pay the landlord's administration charge of \$ 20.00 plus any NSF charges made by the landlord's bank.

**Note:**

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

## 6. Services and Utilities

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

Gas	Yes	<input checked="" type="checkbox"/>	No		
Air Conditioning	Yes	<input checked="" type="checkbox"/>	No		
Additional Storage Space	Yes	<input checked="" type="checkbox"/>	No		
On-Site Laundry	Yes		No	No Charge	<input checked="" type="checkbox"/> Pay Per Use
Guest Parking	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		<input type="checkbox"/> No Charge	<input type="checkbox"/> Pay Per Use
Other <u>Fridge, Additional Fridge</u>	<input checked="" type="checkbox"/> Yes		No		
Other <u>Stove, Stovetop</u>	<input checked="" type="checkbox"/> Yes		No		
Other <u>Dishwasher, Microwave</u>	<input checked="" type="checkbox"/> Yes		No		
Other _____	<input type="checkbox"/> Yes		<input type="checkbox"/> No		
Other _____	<input type="checkbox"/> Yes		<input type="checkbox"/> No		

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

The following utilities are the responsibility of:

Electricity	<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Tenant
Heat	<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Water	<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant

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

### Note:

If the tenant will be responsible for paying for electricity measured by a meter or suite meter, the landlord must give the prospective tenant available information about the electricity usage in the rental unit over the last twelve months using the appropriate Landlord and Tenant Board form.

## 7. Rent Discounts

Select one:

There is no rent discount.

or

The lawful rent will be discounted as follows:

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

The lawful rent is discounted \$10.00 per month, per tenant, provided the rent for that month is paid before the 1st of the month for which it is due.

### Note:

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

## 8. Rent Deposit

Select one:

A rent deposit is not required.

or

The tenant will pay a rent deposit of \$ 500.00. This can only be applied to the rent for the last rental period of the tenancy.

### Note:

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

## 9. Key Deposit

Select one:

A key deposit is not required.

or

The tenant will pay a refundable key deposit of \$ 200.00 to cover the cost of replacing the keys, remote entry devices or cards if they are not returned to the landlord at the end of the tenancy.

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

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

## 10. Smoking

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

Select one:

None

or

Smoking rules

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

The Rented Premises has a strict no-smoking policy. This includes the consumption of cigarettes, e-cigarettes, marijuana, or vaping of any kind. Smoking inside, on balconies, or within 5 meters of the building is in violation of the conditions of the lease.

Additionally, the growing and/or distribution of marijuana or any other drugs is prohibited within/on the Rented Premises.

Tenant(s) agrees that a breach of these "Smoking Rules" shall be deemed a breach of this lease and a serious interference with the Landlord and other Tenants' legal interests and reasonable enjoyment of the Rented Premises. Such breach could result in legal charges/fines in addition to an eviction of the Tenant(s) at the sole discretion of the Landlord.

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

## 11. Tenant's Insurance

Select one:

There are no tenant insurance requirements.

or

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

## 12. Changes to the Rental Unit

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

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

### 13. Maintenance and Repairs

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

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

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

**Note:**

See Part J in General Information.

### 14. Assignment and Subletting

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

**Note:**

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

### 15. Additional Terms

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

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

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

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

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

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

See General Information for more details.

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

Select one:

There are no additional terms.

or

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

### 16. Changes to this Agreement

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

**Note:**

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

## 17. Signatures

By signing this agreement, the landlord(s) and the tenant(s) agree to follow its terms.

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

### Landlord(s):

Name	Signature	Date (yyyy/mm/dd)
Test Landlord (c/o <b>Domus Student Housing Inc.</b> )		

### Tenant(s):

Name	Signature	Date (yyyy/mm/dd)
Tenant Name		
Name	Signature	Date (yyyy/mm/dd)
Name	Signature	Date (yyyy/mm/dd)
Name	Signature	Date (yyyy/mm/dd)
Name	Signature	Date (yyyy/mm/dd)

### Note:

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



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

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

**Landlord and Tenant Board:**

Toll free: 1-888-332-3234

Toronto area: 416-645-8080

TTY: Bell Relay Service at 1-800-268-9242

Website: [www.sjto.ca/ltb](http://www.sjto.ca/ltb)

## A. When to Use This Form

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

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

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

## B. Change of Landlord

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

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

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

The end of an agreement does not mean the tenant has to move out or sign a renewal or new agreement in order to stay.

The rules of the agreement will still apply and the tenant still has the right to stay:

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

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

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

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

### **When the tenant can end the tenancy**

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

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

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

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

### **When the landlord can end the tenancy**

The landlord cannot evict the tenant unless the landlord follows the proper rules. In most cases, the landlord must give proper notice to end the tenancy using the right form. Forms are available on the Landlord and Tenant Board's website.

The landlord can only give the tenant notice to end the tenancy in certain situations. These situations are set out in the Act. A few examples include:

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

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

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

It is an offence for the landlord to evict a tenant without following this process. If convicted, the landlord could face a fine of up to \$25,000 (for an individual) or \$100,000 (for a corporation).

### **If the Landlord and Tenant agree to end the tenancy**

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

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

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

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

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

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

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

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

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

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

## G. Rent Discounts (Part VII of the Act)

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

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

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

These types of discounts must be agreed to in writing.

## H. Deposits (Part VII of the Act)

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

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

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

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

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

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

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

Most Ontario tenants are protected by rent controls that limit how much rent can increase year-over-year. The rent payable by tenants may also decrease in limited situations.

### Guideline Rent Increases

Normally, the landlord can increase the rent only once every 12 months. The landlord must use the proper Landlord and Tenant Board form and give the tenant at least 90 days' notice before the rent increase is to take effect. The rent can be increased by no more than the rent increase guideline unless the Landlord and Tenant Board approves a rent increase above the guideline. The guideline for each year can be found on the Landlord and Tenant Board's website.

## Rent Increases above the Guideline

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

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

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

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

## Rent Reductions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## M. Discrimination

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

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

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

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

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

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

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

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

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

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

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

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

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

A tenant who sublets a rental unit cannot:

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

## **Q. Guests (Part III of the Act)**

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

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

## **R. Pets (Part III of the Act)**

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

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

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

## **S. Smoking (Part V of the Act)**

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

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

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

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

## **T. Smoke and Carbon Monoxide Alarms**

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

## **U. Resolving Disputes**

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

### 1. DELIVERY OF POSSESSION

If the Landlord is unable to provide possession of the Room on the Beginning Date because a previous resident refuses to leave, or for any other reason, the Landlord will not be responsible for failure to give you possession on that date. However, the rent payable under this lease will be adjusted so that you will only be responsible for rent from the date possession of the Room is delivered to you. The original Expiry Date of the term of the Lease will not be extended but if the Room is not delivered to you within 30 days from the Beginning Date, either the Tenant(s) or the Landlord may terminate this Lease by giving the other notice in writing. If you occupy the Room it shall be conclusive evidence that you are satisfied with the physical condition of the Rented Premises.

### 2. ENTRY

Tenant(s) agrees that at all reasonable times during the term of this lease; Landlord or its agents may enter the Rented Premises for the purpose of inspection, cleaning, repairs or renovations as necessary provided reasonable notice is given to the tenants. Monthly or bi-monthly inspections of all units will be completed at the Landlord's discretion with reasonable notice. Furthermore the Tenant(s) agrees that the Landlord may enter the leased premises in the manner specified under the provincial guidelines for the purpose of exercising its rights to show the premises to prospective new tenants; communication will be sent by email to Tenant(s). Emergency entry may also be necessary in the event of fire or flood or any other event that warrants emergency entry.

### 3. ASSIGNMENT OR SUBLEASING

Tenant(s) agrees not to vacate, sublet or assign to another person any part of the Rented Premises without the advanced written consent of the Landlord and, while the Landlord will not unreasonably withhold consent to sublet or assign, it is agreed that it shall be reasonable for the Landlord to withhold such consent if the sub-tenant or assignee is not a student. If the Tenant is renting a room/unit that follows specific criteria (i.e. females only), the Tenant agrees that unless the same specific criteria is met, consent to sublet or assign may be reasonably withheld.

### 4. CARE OF PREMISES

Tenant(s) shall keep the Rented Premises in clean conditions and is responsible for replacing all light bulbs, fuses, resetting breakers, and unclogging toilets. Should you need a plumber to unclog your toilet and it is found to be the Tenant's fault the toilet was clogged, the charge for the plumber will be the responsibility of the Tenant(s). Tenant(s) shall not make any alterations including paint, wallpaper, nails or picture hangers in the premises without the written consent of the Landlord. Any additional repairs or cleaning required at the end of the lease term to be made by the Landlord, except repairs resulting from regular normal wear and tear, or those noted in initial tenancy deficiency report completed upon move in, shall be charged equally to all relevant Tenants.

### 5. JOINT AND SEVERAL RESPONSIBILITIES OF GUARANTORS

The Guarantor guarantees to the Landlord, FOR THEIR RESPECTIVE SON/DAUGHTER'S PORTION, the payment by the Tenant(s) of rent and all other sums of money and all other obligations and liabilities of the Tenant(s) in accordance with the provisions of this Lease and the Personal Guarantee which is attached to, and forms a part of, this lease.

### 6. LOCKS AND KEYS

The Tenant(s) shall not alter or add to the locking system on any entry or Room door of the Rented Premise without written permission of the Landlord. In the event the Tenant(s) locks himself out of the Rented Premise, the Landlord shall not be obligated to unlock the rented premise under a certain time frame. The Tenant(s) shall be responsible for all costs of re-entry, including but not limited to locksmith charges, charges for damage howsoever caused, and any service charge payable to the Landlord if the Landlord agrees to unlock the Rented Premises (starting at \$60 per visit). Keys must be returned upon termination of the Lease. Lost keys are subjected to replacement charge.

## 7. RULES AND REGULATIONS

The Tenant(s) agrees to comply with the Rules and Regulations of this Lease and to perform all covenants herein contained.

- a) Tenant(s) shall not remove any of the appliances provided nor bring any major appliances into the Rented Premises without prior written consent of Landlord and shall not use portable electric heaters, hot plates, or portable/window air conditioners and any breach of this Rule will subject the Tenant(s) to a fine or extra fee at the Landlord's discretion.
- b) No bicycles shall be kept inside individual units. Bicycles must be stored in the designated areas.
- c) Tenant(s) shall do cleaning of kitchen and bath routinely; this is to include but not limited to weekly cleaning of floors, toilets, bathtubs and appliances. Cooking to be limited to kitchen area only.
- d) Tenant(s) is responsible for their own garbage disposal. It is expressly agreed and understood that garbage must not be stored for periods of time inside the unit but must be placed in the appropriate containers outside the Rented Premises as designated by the Landlord. If applicable, move these containers to the curb and back on garbage/recycling day. Should a pest control problem, such as mice or any other vermin, be caused by a result of continually leaving opened food and garbage around the property, the charge of pest removal will be at the cost of the Tenant(s).
- e) Tenant(s) is responsible for any damage caused by guests he or she allows on the premises.
- f) Tenant(s) shall not keep any pets on the property.
- g) Landlord shall not be liable with respect to Tenants' or guests' vehicle parking fines, loss or damage to vehicles, including contents, for vehicles parked at the Rented Premises. No parking on grass.
  - i) Private vehicles or other motorized vehicles will be parked only in spaces or areas allotted to them by the Landlord and not in any other spaces. (Please see our Parking Policy: [https://www.domushousing.com/parking\\_policy.pdf](https://www.domushousing.com/parking_policy.pdf).) Parking is not guaranteed.
  - ii) Any vehicle to be parked in a location other than the allocated parking space, or areas, or should any such vehicle remain in the allotted parking space or area for such time that we believe the vehicle has been abandoned, the Landlord shall be entitled to remove the vehicle from the Property at the owner's risk and expense.
- h) The Landlord will maintain access to and from the Rented Premises including snow removal from the walkways and sidewalks. At the Landlord's discretion, driveways are excluded from snow removal if the Rented Premises is a house and are the responsibility of the tenants.
- i) Smoking is prohibited inside the Rented Premises and within 5 meters of any entrance to the premises, including balconies.
- j) Heat to be maintained at a temperature of not less than 15 degrees Celsius while tenants are on holidays so as not to freeze pipes.
- k) Tenant(s) is to notify in writing of any damage or structure defects, defective fire alarms, fire extinguishers and exit lights. The Tenant(s) agrees not to remove or tamper with any fire alarm or extinguisher.
- l) There are no barbeques permitted on balconies or inside the Rented Premise.
- m) Tenant(s) agrees to not cause or permit any noise or interferences which are disturbing to the comfort or reasonable enjoyment of others at the Rented Premise.
- n) Landlord is not required to provide tub or shower curtains; that is the responsibility of the Tenant(s).
- o) If fire occurs due to negligence of any tenant/subtenant/guests of tenants or subtenants which would render the unit uninhabitable the Landlord shall NOT be required to provide alternate accommodation for the Tenant(s). The Tenant(s) shall be required to pay for damages and also continue fulfilling all terms of the lease, including payment of monthly rent.
- p) Guests are only allowed to stay for a maximum of 2 nights consecutively and/or per week. No double occupancy as per the municipal by-law. Unauthorized occupancy is subject to trespassing charges.



- q) If renting off floor plans, measurements and layout are subject to change without notice. E. & O.E.
- r) Tenant(s) agrees that he/she and persons permitted at the Rented Premises by the Tenant(s) shall comply with Landlord's "No Smoking" policy, which prohibits smoking of any substance in the Rented Premises or in common areas of the property at which the Rented Premises is located. Breach of this term shall result in a fine and enforcement as set out in Addendum D: Waiver.

## **8. INSURANCE**

Tenant(s) shall, during the entire period of the tenancy at his sole cost and expense, obtain and keep in full force and effect, content and liability insurance in an amount which the Landlord, acting reasonably, considers adequate. The Tenant(s) agrees to provide the Landlord insurance, upon demand at any time, proof that all insurance is in full force and effect.

## **9. INDEMNIFICATION**

Tenant(s) will indemnify and save harmless the Landlord, the Landlord's agents, servants and workman from and against any and all claims, suits, actions, damages, and causes of action arising from injury, loss of life, or damage to property sustained in, or upon the Rented Premises.

## **10. ROOMMATES**

I understand that the unit rented by me may be occupied by male and/or female tenants. This roommate portion of the waiver is null and void only if a separate male or female only addendum is signed by both me, and all other parties involved. I will not hold the management responsible if I am unsatisfied with my roommate(s) assignment.

## **11. EARLY TERMINATION**

Term of this lease will begin the 1st day of May, 2018 at 2:00 p.m. ("Beginning Date") and end the 27th of August, 2021 at 2:00 p.m. ("Expiry Date") but the tenant may shorten the Term only as follows:

The tenant(s) may, up until December 15, 2018, give written notice to terminate the tenancy as of Aug 27th, 2019.

The tenant(s) may, up until December 15, 2019, give written notice to terminate the tenancy as of Aug 27th, 2020.

The tenant(s) may, up until December 15, 2020, give written notice to terminate the tenancy as of Aug 27th, 2021.

## **12. SEVERABILITY**

If any provisions in this contract are deemed invalid or not legal (Residential Tenancies Act is modified regularly), the remainder of the contract is still binding.

## Additional Terms: Internet

We/I, the Tenant(s), hereby agree to have internet service provided to us by our Landlord and/or Domus Student Housing Inc. or their representatives. We/I understand the service being provided to us will have UNLIMITED bandwidth. We/I also understand that should we not be satisfied with the service or choose to not use the service for whatever reason, there will be no rebates or rent deductions given and we will obtain alternative service at our own cost.

We/I, the Tenant(s), further agree that we will not damage or cause to be damaged any part associated with our Internet Service and understand that we will be held liable for any damage that results in any tampering or modifying of any part of the Internet Service, including but not limited to modems, wires or other devices.

We/I understand internet service is provided free of charge and that the landlord, Domus Student Housing Inc. and/or any of their agents will not be held responsible for any outages or disruptions to the Internet service.

This service is being provided to you by your Landlord and/or Domus Student Housing Inc. or their representatives as consideration for you to provide the following documents to secure that there will be no interruption with these or services related to your tenancy:

- Signed Guarantor Form
- A pre-authorized debit agreement for all rent payments to be due
- Any deposit due in accordance with your lease or other agreements with your Landlord and/or Domus Student Housing Inc. and/or their representatives.

## Additional Terms: Female Only

This confirms that all tenants in **123 Test** shall all be female students as tenants. This is a continued agreement for as long as the lease that this addendum is attached to is valid. This also includes Domus Student Housing rentals and any subletters. This agreement is exclusive for the whole group and all must abide.

SAMPLE

## Walk-In Permission

**123 Test , Unit 310, Waterloo, ON**

I, Tenant Name, acknowledge that it is my sole responsibility to provide each rent payment, in the amount of \$500.00, before 6:00 p.m. on the first day of each month from May 2018 to May 2021. Payments must be brought into the office of Domus Student Housing Inc.

Should I not provide rent on time, I acknowledge that I will pay an extra \$10.00 to cover my utilities for the month that payment is late.

Accepted forms of payment:

- Cheque
- Money Order
- Debit
- Credit card (Visa or Mastercard) - a 2.75% surcharge is added

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Tenant Name Signature