

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)**

(C/O SAGE LIVING MANAGEMENT INC.)

Note:

See Part B in General Information

and Tenant(s)

Last Name Room 1:	First Name
Last Name Room 2:	First Name
Last Name Room 3:	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) 308	Street Number 251	Street Name Hemlock St	Postal Code N2L 3R4
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 2	Street Number 8	Street Name Hickory Street West	PO Box
City/Town Waterloo		Province Ontario	Postal Code/ZIP Code N2L3H6

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:

help@sagecondos.ca

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

Yes No

If yes, provide information:

email: help@sagecondos.ca

phone: (519) 772-4556

Note:

See Part B and E in General Information

4. Term of Tenancy Agreement

This tenancy starts on: 2020/09/01 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	\$1650
Parking (if applicable)	_____
Other services and utilities (specify if applicable):	
_____	_____
_____	_____
_____	_____
_____	_____
Total Rent (Lawful Rent)	\$1650

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:

Sage Living Management 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 | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | | |
| Air Conditioning | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | | |
| Additional Storage Space | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | |
| On-Site Laundry | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> No Charge | <input 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, Stove</u> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | | |
| Other <u>Dishwasher, Microwave</u> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | | |
| Other <u>Washer, Dryer</u> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | | |
| Other _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | |
| Other _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | |

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

Air Conditioning Units within the suite will use electricity to heat / cool the suite. All hydro costs pertaining to the use of the AC Unit will be the responsibility of the tenant.

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):

The Tenant is responsible for the registration, connection and continuation of hydro for the duration of their lease term. The Tenant must provide evidence of hydro connection of which Sage Living Management Inc. will deem sufficient. The Tenant is responsible for all non payment of hydro or delinquent payment pertaining to their suite for the duration of their lease term. Should payment be made for an outstanding or delinquent amount, for an account in the Tenant's name by a separate party, the Tenant will be held responsible for reimbursing the separate party within 5 business days.

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 \$50.00 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 \$ \$1550. 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):

See "Additional Terms"

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)
Harinder Purewal & Baljit Purewal		
(c/o Sage Living Management Inc.)		

Tenant(s):

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

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.

Additional Terms

1. RESIDENTIAL TENANCY AGREEMENT

- 1.1 The terms included in this document shall form part of the Residential Tenancy Agreement (Standard Form of Lease) ("**Residential Tenancy Agreement**") between the Landlord and Tenant(s) and have been entered into contemporaneously with the Residential Tenancy Agreement, to which this is attached.
- 1.2 The term "Lease" shall refer to the Residential Tenancy Agreement and its attachments, including, but not limited to, the Section 15 – Additional Terms.
- 1.3 The term "Tenants" shall refer to any and all individual(s) signing the Lease as tenants.
- 1.4 The term "Rental Unit" shall refer to the unit located at the above-stated address.
- 1.5 The term "Rental Premises" shall refer to all areas to which the Tenants have access by virtue of their signing the Lease, including all indoor common areas in the building and in the outdoor spaces on the surrounding property.
- 1.6 By signing the Lease, the Tenants acknowledge that they have received a copy of the Lease, including the additional terms attached thereto.
- 1.7 By Signing the Lease, the Tenants agree that they have read and understood the details of the Lease and the additional terms attached thereto.

2. DELIVERY OF POSSESSION

- 2.1 If the Landlord is unable to provide possession of the Rental Unit to the Tenants on the date the parties agreed the tenancy is to begin, due to a previous resident's refusal to leave, or for any other reason, the Landlord will not be responsible for failure to give the Tenants possession on that date. However, the Rent payable under the Lease will be adjusted so that the Tenants will only be responsible for Rent from the date possession of the Rental Unit is delivered to them. In such circumstances, the original date agreed for the end of the tenancy will not be extended, but if the Rental Unit is not delivered to the Tenants within 30 days following the Beginning Date, either the Landlord or the Tenants may terminate the Lease by giving the other notice in writing.
- 2.2 If the Tenants occupy the Rental Unit, such occupation shall be conclusive evidence that the Tenants are satisfied with the physical condition of the Rental Unit.

3. LIABILITY OF TENANTS

- 3.1 If there is more than one Tenant, each, along with their guarantors, successors, and assigns, shall be jointly and severally liable for all obligations under the Lease, including the payment of Rent.
- 3.2 The Tenants agree to indemnify and hold the Landlord harmless (i) from and against any claim or cause of action by any guest of the Tenants; and (ii) from any loss resulting from the breach of the Lease by any guest of the Tenants.

4. USE OF PREMISES

- 4.1 The Tenants agree to use the Rental Unit as a residential dwelling and for no other purpose whatsoever.
- 4.2 The Tenants agree not to conduct, permit, or suffer any act or activities on or about the Rental Unit 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 Tenants shall at no time seek compensation from the Landlord, howsoever arising, in respect of any interruption to any economic activity engaged in by the Tenants or members of the Tenants' household at the Rental Unit.

4.3 The Tenants shall not permit the Rental Unit to be occupied by anyone other than the persons listed as a Tenant, unless authorized by the Landlord in writing. The Landlord shall be deemed not to have notice of such occupancy unless the Tenants have complied with this term.

5. CONDOMINIUM RULES

5.1 The Tenants acknowledge that the Rental Unit is a unit within a condominium and is subject to the provisions of the *Condominium Act, 1998*, its regulations, and the Condo Rules (as hereinafter defined).

5.2 The Tenants acknowledge having received and reviewed a copy of the current Condominium Declaration, By-Laws, and Common Element Rules (together the "**Condo Rules**") which have been made available to the Tenants online, in electronic form. The Landlord shall, upon written request, provide the Tenant with a hard copy of the Condo Rules. Condo Rules available at <http://sagecondoliving.ca/residentservices/>

5.3 It is agreed that the provisions of the Condo Rules applicable to use and occupation of the Rental Unit shall form part of this Lease. The Tenants agree to in all respects abide by the Condo Rules, as may be amended from time to time in accordance with the *Condominium Act, 1998*, and to indemnify and hold the Landlord harmless from any fees or loss caused by the Tenants' breach thereof.

6. RULES AND REGULATIONS

6.1 Attached hereto as Schedule "A" are the rules and regulations respecting the use of the Rental Unit, common areas in the building, and the surrounding property (the "**Rules**").

6.2 The Tenants acknowledge that the Landlord may, upon reasonable notice to the Tenants, amend or add to the Rules for such purposes as the Landlord may require in order to protect the Landlord's interest in the Rental Unit and building, and to balance the interests of the Tenants and occupants of neighbouring dwellings (whether owned by the Landlord or otherwise) with respect to the peaceful enjoyment of same.

6.3 In addition to the Rules attached:

- (a) The Tenants agree to at all times abide by all municipal by-laws relating to noise and nuisance;
- (b) The Landlord may impose rules relating to the hours during which the Tenant may use the laundry facilities.

7. SMOKING

7.1 Smoking is prohibited within the Rental Unit, all indoor common areas in the building, and in the outdoor spaces on the surrounding property, except in such areas as the Landlord may designate from time to time in writing.

7.2 The Tenants agree that the Landlord shall not be obligated to designate an area in which smoking is permitted and, in such case, smoking shall be totally prohibited.

7.3 "**Smoking**" shall include smoking or holding lighted tobacco, cannabis, or any other like substance, and shall further include the "use" of an "electronic cigarette", as such terms are defined in the *Smoke Free Ontario Act, 2017*.

8. CONDITION AND CARE OF PREMISES

8.1 The Tenant hereby acknowledges that the Rental Unit, appliances and appurtenances are in clean condition, free of visible defects and fit for habitation and use.

- 8.2 The Tenants hereby undertake to notify the Landlord, in writing, within 48 hours of the commencement of the term of the Lease, of any defects or deficiencies in the condition of the Rental Unit.
- 8.3 The Tenants agree that there is no promise, representation or undertaking by or binding upon the Landlord with respect to any alteration, remodelling, decorating or installation of equipment or fixtures in the Rental Unit.
- 8.4 The Tenants agree to maintain the Rental Unit 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.
- 8.5 The Tenants covenant 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.
- 8.6 It is further agreed that, upon written notice to the Landlord of any repairs or maintenance required to be done, the Tenants shall allow the Landlord a reasonable opportunity to effect repairs or maintenance that the Landlord is required to undertake by law or under the Lease. The Tenants shall not call on any person not employed or designated by the Landlord to effect any repair or maintenance of the Rental Unit.
- 8.7 The Landlord shall provide the following appliances inside the Rental Unit: fridge, stove, dishwasher, microwave, washer, and dryer. The Landlord shall be responsible for the repair of all such appliances, except where such repairs do not result from normal wear and tear.
- 8.8 Should the Tenants require the services of a plumber to unclog a toilet, and it is found to be the Tenants' fault that the toilet was clogged, the Tenants will be responsible for the all costs of hiring said plumber.
- 8.9 The Tenants shall not make any alterations to the Rental Unit without the written consent of the Landlord, which is not to be unreasonably withheld. Such alterations requiring the written consent of the Landlord include, but are not limited to, the application of paint to walls and other surfaces, the application of wallpaper, and the use of nails and picture hangers on walls and other surfaces.
- 8.10 Should the Landlord be required to repair or clean the Rental Unit at a time after the completion of the tenancy, or at any other time, and such repairs and cleaning are made necessary by the Tenants, except repairs resulting from normal wear and tear or those deemed necessary by the initial inspection report, the Tenants shall be responsible for the costs of such repairs and cleaning.

9. ENTRY BY LANDLORD

- 9.1 The Landlord, or any person authorized by the Landlord, may enter the Rental Unit:
- (a) without notice, in the event of an emergency, including in the case of a potential risk to life, health, or property;
 - (b) upon 24 hours' notice to the Tenants:
 - (i) for any reason set out in the *Residential Tenancies Act, 2006*, or any successor legislation;
 - (ii) for the purpose of showing the Rental Unit to a prospective purchaser, including taking photographs of the Rental Unit for the purpose of marketing the Rental Unit to prospective purchasers (which photographs may be posted on the Multiple Listing Service website or any other website or social media platform used, whether wholly or in part, for marketing and advertising); and
 - (iii) to inspect the physical state of the Rental Unit and to confirm that the Tenants have complied with the obligations of the Tenants in this Lease.

10. ASSIGNMENT AND SUBLETTING

10.1 The Tenants agree not to sublet the Rental Unit, or assign the Lease without first requesting and obtaining, in writing, the Landlord's written consent. Such consent will not be unreasonably withheld.

10.2 The following conditions shall apply to any sublease or assignment of the Lease:

(a) The Tenants acknowledge that the Landlord will refuse to give consent to any short term sublet of the Rental Unit, including subletting of the Rental Unit through "AirBnB" or any similar service.

(b) Where the tenancy is monthly, the Tenants shall not sublet the Rental Unit 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 Rental Unit for a term which ends after the fixed term.

(c) The Tenants and Sub-Tenant shall complete documentation, reasonably required by the Landlord in respect of the sublet, prior to commencement of the sub-tenancy.

(d) In all cases, no consent to a sublet shall be granted by the Landlord unless the Tenants first provide 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 not be unreasonably withheld.

(e) The Tenants acknowledge that, in the event that the Rental Unit is sublet or assigned, the Tenant shall continue to be bound by all of the provisions of the Lease, including the obligation to pay rent, until such time as the tenancy is terminated.

(f) The Tenants further acknowledge that any Sub-Tenant must vacate the premises and the Tenants must deliver vacant possession of the Rental Unit upon termination of the tenancy. It is acknowledged that any rent paid by the Sub-Tenant to the Landlord shall be deemed to be paid on behalf of the Tenants, but only during the term of the sub-tenancy approved by the Landlord.

10.3 The Landlord may assign the Lease to any subsequent owner of the Rental Unit, which assignment shall be effective upon written notice to the Tenant.

11. NOTICE OF TERMINATION

11.1 The Tenants may, before December 16, _____, give written notice to the Landlord to terminate the tenancy as of August 27th, _____.

11.2 The Tenants may, before December 16, _____, give written notice to the Landlord to terminate the tenancy as of August 27th, _____.

11.3 The Tenants may, before December 16, _____, give written notice to the Landlord to terminate the tenancy as of August 27th, _____.

11.4 If any one Tenant named in the Lease provides written notice to the Landlord to terminate the tenancy, such notice shall constitute notice on behalf of all Tenants under the Lease, and any agreement made between the Landlord and that Tenant to terminate the tenancy shall be binding on all Tenants.

12. INSURANCE

12.1 The Tenants shall, during the entire period of this tenancy and any renewal thereof, at their sole cost and expense, obtain and keep in full force and effect, content insurance.

12.2 The Tenants agree 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 Tenants hereby agree that

possession of the Rental Unit at the commencement of the Tenancy may be withheld by the Landlord if the Tenant fails to provide proof of insurance.

13. INDEMNIFICATION

13.1 The Tenants expressly agree to indemnify the Landlord and save it, and its agents, servants, and workmen, 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 Rental Unit, the use thereof by the Tenants, or occasioned wholly or in part by any act or omission of the Tenants, or by anyone permitted to be in the Rental Unit or the building by the Tenants.

14. HUMAN RIGHTS ACCOMMODATION

14.1 In the event that any provision of the Lease, the Rules, or any action of the Landlord has the effect, or in the future has the effect, of discriminating against the Tenants by reason of any ground set out in the *Ontario Human Rights Code*, the Tenants agree to promptly notify the Landlord in writing of such circumstances and proposed accommodation.

14.2 The Tenants agree that the Landlord shall be deemed not to have notice of such circumstances unless and until such written notice is provided. It is agreed that such circumstances shall not be the subject of any legal proceedings by the Tenants against the Landlord in a court of law or before a tribunal of competent jurisdiction until such written notice is provided.

14.3 The Landlord be obligated to accommodate requests for accommodation by the Tenants up to the point of undue hardship.

15. MISCELLANEOUS

15.1 Locks and Keys. If the Tenants want additional keys, or if a replacement key is required, the Tenants shall pay the Landlord's costs of providing same. The Tenants shall not alter or add to the locking system on any entry or bedroom door of the Rental Unit without the written consent of the Landlord. All Keys must be returned to the Landlord upon termination of the Lease.

15.2 Landlord to Provide Entry. In the event that the Tenants are locked out of the Rental Unit, the Landlord shall not be obligated to unlock the Rental Unit within a certain period of time. The Tenants shall be responsible for all costs of re-entry, including, but not limited to, locksmith charges, charges for damage howsoever caused, and any reasonable service charge payable to the Landlord or its agents.

15.3 Estoppel Certificate. The Tenants agree to provide to the Landlord and any prospective purchaser of the Rental Unit an Estoppel Certificate/Tenant Acknowledgment in a form specified by the Landlord, setting out the material terms of the Tenancy. The Tenants agree that they shall be estopped from making any claim against such successor landlord which is inconsistent with the terms of such certificate.

15.4 Officers, Directors, Agents, and Employees of the Landlord. The Tenants agree that the sole landlord of the Rental Unit is either the Landlord set out in the Lease, or the Landlord's successor in the event of a sale of the Rental Unit or building. No proceeding relating to the Tenancy shall be brought by the Tenants in a court of law or tribunal of competent jurisdiction against any other person, including any officer, director, shareholder, agent, or employee of such person.

15.5 Entire Agreement. The terms of the Lease shall form the entire agreement between the parties. It is agreed that there is no representation or warranty made by the Landlord, except as is set out in the Lease.

15.6 Amendment in Writing Only. The Lease may only be amended by agreement in writing, signed by the parties, and may not be amended by oral agreement, or by course of conduct of the parties.

15.7 Notices. The Tenants shall give all notices described in the Lease to the Landlord by emailing Sage Living at

help@sagecondosliving.com. Notices can also be mailed to 8 Hickory Street West, Waterloo, Ontario N2L 3H6. The Tenants agree that any notice may be given by the Landlord to the Tenant by email.

15.8 Severability. It is intended that all provisions of the Lease shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of the Lease and all other provisions shall remain in full force except where the same is prohibited by legislation.

Schedule "A"

The Tenant agrees to occupy the Rental Unit for no other purpose than that of a residential dwelling, to abide by the Rules and Regulations of the Lease, and to perform all covenants herein contained.

1. Appliances. The Tenants shall not remove from the Rental Unit any of the appliances provided by the Landlord nor bring into the Rental Unit any major appliance without the prior written consent of the Landlord. The Tenants shall not use portable electric heaters, hot plates or portable/window air conditioners. Use of such appliances will result in a fine.
2. Bicycles. No bicycles shall be kept inside the Rental Unit. Bicycles shall be stored in the areas designated by the Landlord.
3. Cleaning. The Tenants shall clean the kitchen and bath routinely, including weekly cleaning of toilets, floors, bathtubs, and appliances.
4. Cooking. Cooking is to be done in the kitchen only.
5. Garbage. The Tenants are to be responsible for the removal of their own waste, garbage, and recycling (collectively "**Garbage**"). It is expressly agreed and understood that Garbage shall not be stored for long periods of time inside the Rental Unit, but shall be placed in the containers outside of the Rental Unit as designated by the Landlord. If applicable, these containers shall be moved to the curb and back on garbage day/recycling day. Should the Tenants leave Garbage in the hallways of common areas of the building in which the Rental Unit is located, the Landlord may charge, and add to the Rent payable by the Tenants, its costs of removing the Garbage, which it is agreed shall be \$100. Should the Tenants' failure to comply with this rule result in the development of a pest control problem such as infestation by mice or any other pest, the cost of extermination/pest control services will be the sole responsibility of the Tenants.
6. Damage by Visitor. The Tenants are responsible for any damage caused by any visitor they allow to enter the Rental Unit or the Rental Premises, if applicable.
7. Pets. The Tenant shall not keep any pets in the Rental Unit.
8. Parking. The Tenants shall not park their vehicles on any grass-covered area at the Rental Premises. The Tenants shall park their vehicles only in the spaces or areas allotted to them by the Landlord. The Tenants shall provide the Landlord with the licence plate number of any vehicle the Tenants intend to park at the Rental Unit or the Rental Premises, if applicable. The Tenants shall not permit any vehicle under their control to be parked in any location other than the allotted parking space or areas. Should the Tenants permit any vehicle under their control to be parked in a space or area other than the allotted spaces or areas, the vehicle will be towed at the vehicle owners' risk and expense. If a vehicle is left in an allotted parking space or area for an extended period of time, such that the Landlord determines the vehicle to be abandoned, the Landlord will be entitled to remove the vehicle at the vehicle owner's risk and expense. The Tenants shall not hold the Landlord responsible for damages to the Tenants' vehicles or their contents while at the Rental Unit or the Rental Premises, if applicable, including vehicle parking fines, physical damage to the vehicle or its contents, or loss of the vehicle or its contents.
9. Access, Snow Removal, and Lawn Maintenance. The Landlord will maintain access to and from the Rental Unit. The Landlord, at its discretion, will arrange snow removal services from the walkways and sidewalks. If the Rental Unit is not an apartment building, the Tenants shall be responsible for maintaining access and utility of the driveway, including snow removal. The Landlord is responsible for cutting the lawn. Lawn maintenance and snow removal will be done by the Landlord on behalf of the Tenants for 2.5% of one month's rent, per Tenant.
10. Smoking. Smoking of any substance is prohibited inside the Rental Unit and within 5 meters of any entrance to the Rental Unit or the Rental Premises.
11. Heating. At all times, the Tenants shall maintain within the Rental Unit a temperature of not less than 15 degrees Celsius so as to ensure the water pipes do not freeze.
12. Notice of Damages. The Tenants shall notify the Landlord in writing of any damage in or to the Rental Unit or at the Rental Premises including, but not limited to, structural defects, defective or missing fire alarms, defective or missing fire extinguishers, and defective or missing exit lights. The Tenants shall not remove or tamper with any fire alarms or fire extinguishers.
13. Barbeques. The Tenants shall not permit any barbeque to be brought into the Rental Unit, including any balcony at the Rental Unit.

14. Noise and Interference. The Tenants shall not cause or permit any noise or other interferences, which are disturbing to the comfort or reasonable enjoyment of others at the Rental Premises.
15. Curtains. The Landlord is not required to provide bathtub or shower curtains.
16. Alternate Accommodation. In the event that a fire or other occurrence, caused by the negligence of any Tenant, Subtenant, or guest of a Tenant or Subtenant, renders the Rental Unit uninhabitable, the Landlord will not be required to provide alternate accommodation for the Tenants and the Tenants will be required to pay for all damages in addition to continuing to fulfill all terms of the Lease.
17. Guests. The Tenants shall not permit any guest to stay at the Rental Unit for more than two (2) nights, consecutively.
18. Change Without Notice. If the Lease is agreed upon based on floor plans, the measurements and layout of the Rental Unit are subject to change without notice to the Tenants.
19. Security Footage. The Tenants acknowledge that the building in which the Rental Unit is located may be equipped with closed circuit cameras of the safety and security of the building, the Tenants, and other occupants of the building. The Landlord may, at the request of the Tenants, review and provide excerpts of the footage from such cameras, provided that the Landlord shall not be obligated to provide such footage, and may refuse to do so in its sole and absolute discretion. The Tenants agree to pay the Landlord the costs of reviewing/obtaining such footage, which it is agreed shall be \$100 for each such request. In the event that a review of such footage reveals that the common elements of the building were damaged by the Tenants, or their guests, such cost shall be paid by the Tenants.
20. Online Payment. The Tenants acknowledge that Tenant participation in Yardi - Rent Cafe, inclusive of any form of online payment via Yardi - Rent Cafe, is voluntary. The Tenants agree to pay a \$3.00 CAD service charge for every online transaction completed by the Tenants by using Yardi - Rent Cafe.
21. Amendment. The Landlord, prior to the signing of the Lease, may attach hereto any form amending or adding to the provisions herein, including, but not limited to agreements relating to the use and provision of internet services at the Rental Unit, the use and maintenance of furniture at the Rental Unit, or any further waiver of liability relating to the Rental Unit or the Lease.

Additional Terms: Furniture

Damage or Loss to Furniture

The Tenant(s) acknowledges and agrees that the appliances/furnishings listed in Section A of this agreement are for use by the Tenant(s) for their term in the tenancy and are not to be disposed of, sold, converted, destroyed, altered, damaged or moved in any way without the consent of the Landlord.

If the furnishings are disposed of, sold, converted, destroyed, altered, damaged, or moved in any way, without the authorization and consent of the Landlord, the Tenant(s) will charge any and all reasonable amounts accrued for replacing or repairing said furniture to the Tenant(s) and will not be limited to the amount of the deposit charged.

Release and Waiver

Assumption of Risk

Once the furnishings are provided to the Tenant(s) by the Landlord, the Landlord will not be held accountable or responsible for any loss sustained from the improper use of the furnishings and the Tenant(s) further understands that they use the furnishings at their own risk.

The Tenant(s) acknowledges and agrees that the Landlord is not liable for any personal injury or property damage during installation, use, and/or removal of the furnishings.

Insurance

The Tenant(s) must obtain and or/maintain his or her own personal property loss insurance.

Room 1

Item	Quantity
Double Bed & Mattress	1
Bedside Table	1
Desk & Desk Chair	1

Room2

Item	Quantity
Double Bed & Mattress	1
Desk & Desk Chair	1

Common Room Furniture

Item	Quantity
Dining Table	1
Dining Chair	4
Sofa	1
Media Unit	1
Coffee Table	1