



TENANCY AGREEMENT

Dated the «Date» day of «Month», «Year» made pursuant to the provisions of the Residential Tenancies Act, S.O. 2006, The Condominium Act, and any amendments thereto, and all successor legislation, hereinafter referred to as the "applicable legislation".

BETWEEN: Minto Apartments Limited
(Landlord) «RentalOfficeAddr», «RentalOfficeCity» «RentalOfficePC»

NOTE: This is the legal name and address of the Landlord to be used for the purpose of paying rent and serving notices or documents under the applicable legislation and the Tenancy Agreement.

AND «Resident Names»
(Tenants)

1. RENTED PREMISES

The Landlord agrees to rent to the Tenant, and the Tenant agrees to rent from the Landlord, Suite «UnitAtPropAddress» in the City of «City» hereinafter referred to as the Rented Premises, and consisting of the following:

- A «Unittype»
- Parking spaces: Inparkspaces Underground
Outparkspaces Outdoor
CarportspacesCarport
TandemspacesTandem
- Appliances: Refrigerator Stove

2. TERM

The Tenant shall occupy the Rented Premises, subject to the present Tenant vacating, for a term beginning on «LeaseStartDate» and ending on «LeaseEndDate». If the Landlord is unable to give possession of the Rented Premises on the commencement of the term for any reason, the Landlord shall not be subject to any liability to the Tenant or an occupant and shall give possession as soon as the Landlord is able to do so. The rent shall abate until the Landlord offers possession to the Tenant. Failure to give possession at the commencement of the term shall not in any way affect the validity of this Tenancy Agreement, the obligations of the Tenant or in any way be construed to extend the term of this Tenancy Agreement. It is agreed and understood that if the Tenant occupies the Rented Premises prior to the commencement date of the tenancy agreement as stated above, that the Tenant shall be bound by all terms and conditions of this tenancy agreement during this early occupancy period.

3. OCCUPANTS

It is understood and agreed that on an on-going basis, only the persons named in the Rental Application shall occupy the Rented Premises in addition to the Tenant. The Tenant hereby undertakes to obtain the Landlord's written approval for all new occupants who may reside in the Rented Premises from time to time during the tenancy.

4. RENT

(a) The Tenant agrees to pay rent in advance to the Landlord on the first day of each month for the term, at the Landlord's office or such place as directed in writing from time to time by the Landlord:

For the Rented Premises	\$«Rent»
PLUS: Parking	Parking
PLUS: Other Charges	OtherCharges
Total Rent payable in advance	\$ 0.00

The Tenant agrees to pay pro-rated rent in advance in the amount of \$ProRate to cover the period from ProStartDate to ProEndDate.

- (c) Rent paid by anyone other than the Tenant shall be deemed to have been paid on behalf of the Tenant.
- (d) Arrears of rent shall bear interest at the rate of 2% per month compounded monthly calculated from the date following the day upon which rent is due until paid and such interest shall be deemed as additional rent.
- (e) If rent is paid by cheque or by pre-approved payment and a cheque or pre-approved payment is not honoured by the Tenant's bank, the Tenant shall pay to the Landlord, in addition to the rent, the sum of \$ 20.00 as a service charge (or such greater amount as is allowed by law) and the Landlord may require the Tenant to make any or all subsequent payments of rent by money order or certified cheque.
- (f) The Tenant hereby acknowledges that any late payment of rent may be recorded with any credit agency or credit bureau and may be used by the Landlord in support of an application to terminate the tenancy.
- (g) It is agreed between the parties that the rent pursuant to this Tenancy Agreement and any statutory or other renewals thereof has been negotiated taking into account a reduction to allow for any future disruptions or inconvenience the Tenant may experience as a consequence of the Landlord carrying out its statutory obligations pursuant to the applicable legislation or any other provincial, federal or municipal legislation or as a consequence of the Landlord's performance of alterations, additions, renovations, or repairs to the Rented Premises or the Landlord's Premises; and the Tenant shall not seek damages or any abatement of rent in such circumstances.

5. DEPOSIT

The Tenant agrees to deposit with the Landlord the sum of TotalCharges as prepaid rent to be applied toward payment of the rent for the last month of the tenancy. In the event of a lawful rent increase, the Tenant shall pay an additional amount to increase the rent deposit to an amount equal to the increased rent.

6. UTILITIES

The Tenant agrees to pay, in addition to the rent, for the continuous supply of the following utilities during the tenancy and to be responsible for any damages or costs which may be incurred as a result of the failure to do so.

		YES	NO			YES	NO
Hydro:	For Lights/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	Gas: For Heating		<input type="checkbox"/>	<input type="checkbox"/>
	For Heating	<input type="checkbox"/>	<input type="checkbox"/>		To Heat Water		<input type="checkbox"/>
	For Heating Fan	<input type="checkbox"/>	<input type="checkbox"/>	Water and Sewage:		<input type="checkbox"/>	<input type="checkbox"/>
To Heat Water	<input type="checkbox"/>	<input type="checkbox"/>					
		Other	X				

It is agreed that the Landlord shall be entitled to take any action which it may be entitled to take in respect of rent arrears in the case of default in payment by the Tenant for any of the above noted utilities for which the Tenant is responsible. The Tenant shall exercise reasonable care and diligence in the use of any utility supplied by the Landlord. The Tenant agrees that the Landlord is

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entitled to levy a separate charge for the extraordinary use of utilities in the event that the Tenant installs, with the Landlord's prior written consent, any appliance or air conditioning apparatus which results in increased utility costs which are paid by the Landlord.

For the above boxes checked 'no', the Tenant agrees that the Landlord, upon sixty (60) days notice and at the Landlord's sole discretion, may cease to provide any of those utilities as part of the rent. In that case the Tenant shall pay for that utility consumption directly to a third party utility provider or to the Landlord as a separate charge. If the Landlord ceases to provide any of the utilities as part of the rent, the rent shall be decreased as required under the Residential Tenancies Act or successor legislation.

If the applicable legislation does not determine the method required to decrease the rent, the rent shall be decreased by the following method. The Landlord shall determine the annual cost to provide the utility or utilities for which responsibility is being transferred based on the 12 month period immediately preceding the serving of the sixty days notice. The Tenant's proportionate share of those costs shall be calculated by dividing the total annual cost by the number of rental units that were served by those bills, weighted to reflect the different size of units. The Tenant's monthly rent shall be reduced by 1/12th of its proportionate share of the relevant annual utility costs.

7. COVENANTS

The Tenant agrees to abide by the covenants, agreements, and provisions of this Tenancy Agreement and the Landlord's Rules and Regulations. In the event of a breach of performance by the Tenant, the Landlord shall be entitled to enforce the provisions of this Tenancy Agreement in a Court or Board of competent jurisdiction and the Landlord shall have the right to re-enter the Rented Premises and obtain vacant possession. The Tenant shall be responsible for all legal costs on a Solicitor and own Client basis and for all other expenses incurred by the Landlord as a result of the Tenant's breach.

8. CONSENT OF REGISTERED OWNER

The Landlord named has the registered owner's authority to execute this Tenancy Agreement on its behalf and may exercise the rights and powers reserved to the Landlord herein. The Tenant covenants not to impose liability for rent rebates or any damages upon the Landlord as agent and the Tenant shall seek recovery of any such rebate or damages from the registered owner and shall consent to any amendments of court documents necessary to ensure that the registered owner is properly added as a party to such proceedings.

9. USE OF PREMISES

The Tenant agrees to use the Rented Premises only as a residential dwelling. The Tenant further agrees not to carry on, or permit to be carried on, in or upon the Rented Premises or any part thereof, any trade, business, occupation, or illegal act. An illegal act is agreed to include any contravention of any municipal, provincial or federal law, whether or not a finding of offence has been made in a Court or Board of competent jurisdiction.

10. CONDITION OF PREMISES

(a) The Tenant hereby undertakes to notify the Landlord, in writing, within seven (7) days of the commencement of the term of this Tenancy Agreement, of any deficiencies in the condition of the Rented Premises. The Tenant agrees that there is no promise, representation or undertaking, by, or binding upon the Landlord, with respect to any alteration, remodeling, decorating, or installation of equipment or fixtures in the Rented Premises except that which is set forth herein. The Tenant hereby agrees to maintain the Rented Premises in the same condition as existed at the commencement of this Tenancy Agreement, or as improved by the Landlord thereafter, reasonable wear and tear excepted.

(b) The Tenant shall give the Landlord prompt written notice of any accident or defects involving water pipes and fixtures, heating apparatus, tub surrounds, electric lights or any other equipment or installations and shall be liable for any damages caused by failure to give such notice.

11. CARE OF PREMISES

The Landlord shall maintain the Rented Premises and the property in which the Rented Premises are situated, hereinafter referred to as the Landlord's Premises, in a good state of repair, fit for habitation during the term, and shall comply with health and safety standards required by law, notwithstanding whether any state of non-repair existed to the knowledge of the Tenant before the Tenancy Agreement was entered into. The Landlord's duty to effect repairs and maintenance shall not constitute a breach of the covenant with the Tenant for quiet enjoyment of the Rented Premises.

The Tenant agrees to keep the Rented Premises in a reasonable state of cleanliness and shall be liable for the costs of repair or damage to the Rented Premises or the Landlord's Premises caused by willful or negligent conduct of the Tenant, an occupant, any member of the Tenant's family, the Tenant's agents or guests, or any other person, pet or animal who may be permitted upon the Rented Premises or the Landlord's Premises by the Tenant. Other than repairs or replacements required by normal wear and tear, the Tenant shall be responsible for all repairs and replacements in the Rented Premises including, without restricting the generality of the foregoing, broken glass, torn screens, damaged light fixtures, plugged toilets and plugged sink drains.

12. NOTICE OF NON-REPAIR

The Tenant agrees 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 or Board of competent jurisdiction. It is further agreed that, upon written notice to the Landlord of any repairs or maintenance required to be done, the Tenant shall allow the Landlord a reasonable opportunity to effect repairs or maintenance that the Landlord is required to undertake by law or under this Tenancy Agreement. The Tenant shall not call upon any person not employed by the Landlord to effect any repair or maintenance of the Rented Premises.

13. RIGHT OF ENTRY

The Tenant agrees that the Landlord, its agents or employees, may enter the Rented Premises at any time in the event of an emergency. The Tenant acknowledges that the Landlord is entitled to enter the Rented Premises, with proper notice, for the purpose of making inspections, repairs and alterations, including renovations, regardless of whether the Tenant believes such inspections, repairs or renovations are necessary, and the Landlord shall not be treated as a trespasser for the purpose of such entry. The Tenant further agrees that the Landlord may enter the Rented Premises without notice, between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of exercising its rights to show the Rented Premises after notice of termination of the tenancy has been given to the Landlord by the Tenant. It is further agreed that the Landlord's exercise of a right of entry under this clause shall not constitute a breach of the covenant with the Tenant for quiet enjoyment of the Rented Premises.

14. LIABILITY

The Landlord shall not in any event whatsoever be liable in any way for:

- (a) Personal injury or death, and any loss, damage or injury to any property including vehicles and their contents, that may be suffered or sustained by the Tenant, an occupant, any member of the Tenant's family, the Tenant's agents or guests, or any other person, pet or animal who may be permitted upon the Rented Premises or the Landlord's Premises by the Tenant; or
- (b) Without limiting the generality of the foregoing, any damages to any such property caused by steam, water, ground water, rain or snow which may leak into, issue or flow from any part of the Rented Premises or the Landlord's Premises or from the water, steam, sprinkler, drainage pipes, plumbing works or electrical or other wiring, of the same or from any place or quarter; or
- (c) Any damage caused by anything done or omitted to be done by any other Tenants of the Landlord; or
- (d) Any damage to or loss of property left in or upon the Rented Premises or the Landlord's Premises subsequent to the Tenant giving up possession of the Rented Premises whether or not said delivery of possession by the Tenant was voluntary, whether caused by or attributable to anything done or omitted to be done by the Landlord or any other Tenants of the Landlord, or any other persons; or
- (e) Any damage to or loss of property incurred by the Tenant as a result of an "Act of God", such as but not limited to the following: severe storm, lightning, flood, infestation of vermin or insects, etc.

In case of breakdown of the elevator, the electrical system, the appliances or other mechanical systems, the Landlord will repair with reasonable diligence but will not be liable for any damages for personal injury, loss or damage to property.

Cameras, which may be recorded or monitored live, may operate in designated areas of the Landlord's premises and are intended to serve as a deterrent. Lobby cameras may also operate in buildings equipped with an entrance intercom, providing residents with the convenience of visually identifying visitors through the cable television system. Notwithstanding the presence of the cameras, the general liability clause herein continues to apply.

15. ABANDONED PREMISES

(a) If rent is unpaid after the due date, and it appears to the Landlord that the Tenant has vacated or abandoned the Rented Premises, the Landlord may enter the Rented Premises and, in addition to all other rights reserved to the Landlord, may re-rent

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the Rented Premises. The Rented Premises shall be deemed to have been vacated or abandoned if an inspection reveals the Rented Premises to be substantially barren of the Tenant's furnishings and/or effects, but this clause shall not be construed so as to limit or restrict the circumstances under which the Rented Premises may be deemed to be vacated or abandoned.

- (b) The Tenant agrees to pay to the Landlord any costs incurred by the Landlord in respect of commission fees, advertising, administrative costs, storage fees, and all costs of redecorating and cleaning, in addition to any arrears of rent and damages, including but not limited to all legal costs on a solicitor and client basis, to which the Landlord is entitled under this Tenancy Agreement or by law in the course of obtaining vacant possession and re-renting the Rented Premises. It is expressly agreed that recovery of any such sums shall constitute appropriate damages recoverable by the Landlord as a consequence of breach of this Tenancy Agreement.
- (c) Upon re-entry by the Landlord upon termination of the tenancy or upon the abandonment or vacating of the Rented Premises by the Tenant or pursuant to a Court or Board Order, the Landlord may dispose of any articles, belongings, effects, or furnishings of any kind found at the Rented Premises or the Landlord's Premises in accordance with the provisions of the applicable legislation. In the event any of the Tenant's articles, effects, belongings, or furnishings are sold by the Landlord, the proceeds of such sale shall be applied towards any of the Landlord's reasonable out-of-pocket expenses incurred for moving, storing, securing or selling such property and any arrears of rent and legal costs and disbursements, without prejudice to the Landlord's right to recover any deficiency remaining.

16. DESTRUCTION

In the event the Rented Premises are destroyed, or in the opinion of the Landlord so damaged as to be unfit for occupancy by the Tenant, the Landlord may:

- (a) Terminate the tenancy, and in such event rent shall be payable by the Tenant to the date on which the destruction or damage occurred; or
- (b) Continue the tenancy and restore the Rented Premises with due diligence. In such event, rent shall abate until the Rented Premises are restored to a state in which they are suitable for occupancy by the Tenant.

17. ASSIGNMENT & SUBLET

The Tenant covenants not to assign or sublet the Rented Premises without first requesting in writing and obtaining the written consent of the Landlord. The Landlord may withhold consent to an assignment in accordance with the applicable legislation. Upon consent to the assignment in principle, the Landlord has the right to approve or reject the potential assignee. Any necessary documentation to implement an assignment or sublet shall be prepared by the Landlord and executed by all the parties.

18. TERMINATION

- (a) In the event the Tenant wishes to terminate the tenancy and vacate the premises at the end of the term herein, the Tenant shall give written notice of termination to the Landlord not less than sixty (60) days prior to the end of the term. If no notice pursuant to this paragraph has been delivered by the Tenant, the Tenant shall become a monthly Tenant under the terms and conditions herein set out subject to any valid Notice of Rent Increase served by the Landlord and provided that nothing herein contained shall prevent the parties from agreeing in writing to any other terms for the said monthly tenancy.
- (b) If the Tenant has given notice of termination of the tenancy, the Rented Premises may be shown to prospective Tenants in accordance with the provisions of the applicable legislation. Should the Tenant effectively deny the Landlord entry rights, the Tenant shall compensate the Landlord for any damages it may experience including but not limited to lost rent.
- (c) In the event the Tenant is required by law or agrees to vacate the Rented Premises on or before a certain date and the Landlord enters into a tenancy agreement with a third party to rent the premises for a term commencing immediately after such date and if the Tenant fails to vacate the Rented Premises on or before such date thereby causing the Landlord to be liable to such third party, the Tenant shall (in addition to all other liability to the Landlord for such overholding) indemnify the Landlord for all damages suffered thereby, including all legal costs incurred by the Landlord on a solicitor and client basis and for damages incurred by the incoming Tenant in respect of such overholding.
- (d) The Tenant agrees to vacate the Rented Premises by 3 o'clock p.m. on the final day of the tenancy.
- (e) After service of the notice of termination, the Tenant shall arrange with the Landlord to complete an outgoing inspection, which shall be signed by both parties. Failure to complete an outgoing inspection will be deemed acceptance by the Tenant of the Landlord's copy of same.
- (f) Upon termination of the tenancy, the Tenant shall give vacant possession and deliver all keys and access cards to the Rented Premises to the Landlord.
- (g) The Rented Premises shall be left fit for immediate occupancy by a new Tenant, clean, undamaged, and with all furniture and garbage removed. Should the Landlord have to clean or treat the Rented Premises as a result of the Tenant's failure to comply with this obligation, the Tenant shall reimburse the Landlord for all costs incurred.

19. PETS

The Tenant hereby accepts liability for, and shall indemnify and save the Landlord harmless from, all claims and actions initiated by the Landlord, another Tenant, a future Tenant or any other person, arising from injury to any person or damage to any property in the Rented Premises or the Landlord's Premises as a result of the Tenant, an occupant, any member of the Tenant's family, the Tenant's agents or guests or any other person who may be permitted in or about the Rented Premises or the Landlord's Premises by the Tenant, bringing any animal, bird, reptile or pet into the Rented Premises or the Landlord's Premises. The Tenant acknowledges that the Landlord has recommended "Pet Insurance" to offset expenses for damages to the Rented Premises that may be caused by the Tenant's pet(s) and are recoverable against the Tenant pursuant to the liability provisions of this Tenancy Agreement.

It is further understood and agreed by the Tenant that the Tenant will abide by the By-Laws of the municipal Animal Control Section including, but not limited to, the requirement to license a dog, the requirement to leash a dog, the "Noisy Animals/Birds" and "Stoop and Scoop" provisions. The Tenant will be responsible for the cost of damages to the common areas and the Rented Premises caused by the Tenant's pet throughout the tenancy.

Where there are breaches of the aforesaid provisions or the dog or cat causes damage to the Rented Premises or is a nuisance to the extent of substantially interfering in the enjoyment of the premises by the Landlord or the other tenants, the Tenant shall be held fully liable therefore and the Tenant shall, in addition to all other remedies available to the Landlord, be subject to eviction proceedings.

20. CABLEVISION AND TELE-COMMUNICATION SERVICES

The Tenant acknowledges that the Landlord may have made arrangements for telephone and cablevision services to be provided by certain carriers for the Rented Premises and that the Landlord may change these carriers from time to time. In the event that the Tenant desires to obtain services from a different carrier, the Landlord shall consider such alternative carrier, provided that such carrier and the Landlord are able to agree on criteria established by the Landlord from time to time. The Tenant further acknowledges that ownership of all cable and telephone wiring, markers, amplifiers, tape, distribution boxes, modems, addressable wall plates, fixtures, and all other equipment and accessories relating to provision of telephone or cable services within the Landlord's Premises (collectively, "Distribution System") is owned either by the Landlord or the carriers in accordance with the contract(s) between them. The Tenant further agrees that should a carrier relinquish its ownership interest in the Distribution System, ownership of the Distribution System shall pass to the Landlord.

21. INSURANCE

The Tenant shall, during the term of this tenancy and any renewal thereof, at the Tenant's sole cost and expense, obtain and keep in full force and effect, fire and property damage and public liability insurance in an amount equal to that which the Landlord, acting reasonably, considers adequate. The Tenant agrees to provide to the Landlord, upon demand at any time, and before the keys to the Rented Premises are provided to the Tenant, proof that all such insurance is in full force and effect and to notify the Landlord in writing in the event such insurance is cancelled or otherwise terminated. The Tenant expressly agrees to indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from any occurrence in the Rented Premises, the use thereof by the Tenant, or occasioned wholly or in part by any act or omission of the Tenant, an occupant, any member of the Tenant's family, the Tenant's agents or guests, or any other person permitted upon the Rented Premises or the Landlord's Premises by the Tenant.

22. CONDONING OF BREACH

No change in the provisions of this Tenancy Agreement shall be deemed to have been made unless by written agreement executed by the Landlord and the Tenant, it being specifically understood that the Landlord's maintenance and leasing personnel are not

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authorized agents within the meaning of this clause. The Landlord shall not be deemed to have waived its rights hereunder if it condones, excuses or overlooks any breach of the terms of this Tenancy Agreement by the Tenant, and the Landlord's rights in respect of any such continuing or subsequent breach shall not be affected. All rights and remedies of the Landlord herein contained shall be deemed to be cumulative and not alternative.

23. SEVERABILITY

The Landlord and Tenant covenant and agree with each other that:

- (a) The provisions of this Tenancy Agreement shall extend to and be binding on the respective heirs, executors, administrators and successors of each party hereto; and
- (b) All covenants contained herein, where applicable, shall be joint and several; and
- (c) The provisions of this Tenancy Agreement shall be read with all grammatical and gender changes necessary; and
- (d) If any term, covenant, condition or provision of this Tenancy Agreement, or the application thereof to any person or circumstances to any extent is held invalid or unenforceable, the remainder of this Tenancy Agreement, or the application of the term, covenant, condition or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition, or provision of this Tenancy Agreement shall be valid and enforced to the fullest extent of the law.

24. ENTIRE AGREEMENT

The Tenant agrees that the attached Rules and Regulations and upon notice, any additions and amendments thereto, form part of this Tenancy Agreement and shall be observed by the Tenant, an occupant, any member of the Tenant's family, the Tenant's agents or guests, or any other person who may be permitted in or about the Rented Premises or the Landlord's Premises by the Tenant. Any loss, costs or damages incurred by the Landlord by reason of breach of any of the Rules and Regulations shall be borne by the Tenant responsible and be recovered by the Landlord in the same manner as rent in arrears. The Tenant agrees to indemnify the Landlord with respect to any claims, actions, suits, proceedings, damages, costs and expenses that the Landlord may incur as a result of the Tenant's failure to comply with the Rules and Regulations.

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

The Tenant acknowledges that, prior to signing, the Tenant has read this Tenancy Agreement and consents to the terms, covenants, conditions and provisions herein. This Tenancy Agreement, attached addenda, the Rules and Regulations and the Rental Application constitute the entire agreement between the parties and there are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties with respect to the subject matter hereof not contained herein. This Tenancy Agreement may not be amended or modified in any respect except by written instrument.

25. PIPEDA

In accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA), the Tenant acknowledges that providing personal information to Minto is considered consent to the collection, use and disclosure for the stated purposes, and may be shared with related Minto companies and third party providers. If the tenant wishes to withdraw consent for one or more purposes, the tenant must notify the local Minto Office in writing.

IN WITNESS WHEREOF the parties hereto have executed these presents:

MINTO

Witness

Minto

Witness

Tenant

Witness

Tenant

Sample

Only

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RULES AND REGULATIONS GOVERNING RESIDENTIAL TENANCIES

Attached to and forming part of the Tenancy Agreement dated the «Date» day of «Month», «Year» for the Rented Premises known as Suite «UnitAtPropAddress» in the City of «City».

1. QUIET ENJOYMENT

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

2. MOVING

- (a) Furniture and effects may be removed from the Rented Premises only at such time and in such manner as prescribed by the Landlord.
- (b) The Tenant shall take reasonable care not to damage any part of the Rented Premises or the Landlord's Premises by moving furniture or other articles in or out, and the Tenant agrees to indemnify the Landlord for any expenses incurred in repairing any damage so caused.

3. ACCESS

- (a) The sidewalks, entry, passageways and stairways used in common shall not be obstructed or used for any purpose other than proper access to and from the Rented Premises or the Landlord's Premises. Bicycles shall be kept only in areas designated by the Landlord.
- (b) The Tenant agrees not to erect or construct any partitions or fences on, in, or about the Rented Premises or the Landlord's Premises.
- (c) The Landlord shall have the right to limit access to the Rented Premises or the Landlord's Premises by delivery services.

4. LOCKS

- (a) The Tenant shall not alter or add to the locking system on any door giving direct entry to the Rented Premises without written permission by the Landlord. The Tenant hereby consents to any change of locks in the Landlord's Premises including that of the door giving direct entry into the Rented Premises, provided the Landlord gives the Tenant replacement keys.
- (b) In the event the Tenant locks himself or herself out of the Rented Premises, the Landlord shall not be obligated to unlock the Rented Premises and the Tenant shall be responsible for all costs of re-entry including, but not limited to, locksmith charges, charges for damages howsoever caused, and any service charge payable to the Landlord if the Landlord agrees to unlock the Rented Premises. The Tenant shall pay the Landlord's replacement cost for any additional or replacement keys and entry cards.
- (d) Where required by local bylaw, the Tenant acknowledges that safety window locks, door locks, and door closures have been installed by the Landlord and agrees to notify the Landlord, in writing, should they become inoperative.

5. PARKING

- (a) Private passenger vehicles shall be parked only in such spaces that the Landlord may designate from time to time, and the Landlord shall have the right to reassign such parking spaces from time to time as the Landlord, in its sole discretion, may determine. The Tenant shall furnish the Landlord with such information as it may require to identify the Tenant's vehicle and the Tenant shall affix to the vehicle such identification as may be designated by the Landlord from time to time. The Landlord shall have no obligation to provide parking for more than the number of vehicles specified in this Tenancy Agreement.
- (b) Any parking space allotted to the Tenant by the Landlord may be used only for the purpose of parking one private passenger vehicle that is regularly operated by the Tenant. Without limiting the generality of the foregoing, it is expressly understood and agreed that the Tenant shall not park or store on the Rented Premises or the Landlord's Premises any additional vehicle, any vehicle which has been abandoned or is inoperable or does not bear any valid license permit, and furthermore that the Tenant shall not park or store on the Rented Premises or the Landlord's Premises any commercial vehicle, recreational vehicle, trailer, boat or any other object.
- (c) In the event that the Tenant contravenes any of the provisions of the above Parking Rules and Regulations, the Landlord shall have the right to remove the automobile, vehicle, trailer, boat or object, as the case may be, from the Rented Premises or the Landlord's Premises at the Tenant's risk and expense. No action shall lie against the Landlord in replevin conversion, damages or otherwise as a consequence of such removal and the Tenant shall reimburse the Landlord for any expense which the Landlord may incur in removing, storing or disposing of any automobile, trailer, boat or object.
- (d) No repairs, cleaning, washing or maintenance of any vehicle shall be carried out on the Landlord's property, except in designated areas.
- (e) The repair of damage caused as a result of fluid leakage will be the Tenant's financial responsibility.

6. APPLIANCES

- (a) The Tenant shall not use any appliance in addition to those supplied by the Landlord including, without limiting the generality of the foregoing, any dishwasher, air-conditioner, washing machine, clothes dryer, or refuse compactor, without first obtaining the written consent of the Landlord.
- (b) The Tenant shall properly care for all appliances supplied by the Landlord and shall notify the Landlord in writing if such appliances require repair. The Tenant shall pay for any damage to such appliances. Ice shall not be scraped from any surface and electric defrosters shall not be used in any refrigerator. Plastic parts of the refrigerator shall not be subjected to water hotter than the hand can bear.

7. LIGHT BULBS

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

8. SMOKE DETECTORS

- (a) The Tenant agrees to immediately notify the Landlord in writing of any malfunction of any smoke detector supplied by the Landlord.
- (b) The Landlord shall furnish a battery for each smoke detector at the time the Tenant takes possession of the Rented Premises, which battery shall thereafter be replaced as needed from time to time by the Tenant.
- (c) The Landlord shall not be responsible for servicing the smoke detectors if the malfunction is due to tampering or adjustments made thereto or removal thereof by the Tenant, and the Tenant shall reimburse the Landlord for any costs incurred, and may be held criminally responsible for the dismantling of or tampering with any safety equipment.

9. ALTERATIONS AND INSTALLATIONS

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

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10. SIGNS

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

11. WINDOWS, BALCONIES AND PATIOS

- (a) No awnings, shades, flower boxes, aerials, or other items shall be erected over or placed outside windows, doors, balconies or inside patios of the Rented Premises.
- (b) Balconies, patios or backyards shall not be used for the hanging or drying of clothes or for storage. The Tenant shall maintain any patio or balcony area forming part of the Rented Premises in a neat and tidy condition at all times to the satisfaction of the Landlord, and in no case shall the Tenant install or place carpeting of any kind on the balcony.
- (c) No objects whatsoever shall be dropped, thrown, propelled or projected from the Rented Premises or the Landlord's Premises, and no Tenant shall permit or suffer such act.
- (d) Drapes and drapery tracks where provided by the Landlord shall not be removed.
- (e) The Tenant shall not install or permit to be installed over any windows or doors any flags, sheets, towels, metal, or other similar items, which in the sole opinion of the Landlord are detrimental to the appearance of the Rented Premises or the Landlord's Premises. All window coverings must have white or off-white backing.
- (f) The Tenant agrees that breach of these Rules and Regulations governing windows, balconies and patios constitutes disturbance of the reasonable enjoyment of the premises by the Landlord and other Tenants of the Landlord.

12. FIRE

- (a) The Tenant shall not permit anything to be done in the Rented Premises or the Landlord's Premises or bring or keep anything therein which will in any way increase the risk of fire or fire insurance therein, or obstruct or interfere with the rights of the Landlord or other Tenants of the Landlord, or in any way injure or annoy them, or conflict with the laws relating to fires or with the regulations of the Fire Department or with any insurance rules and ordinances of the Ministry of Health or with any statute or municipal by-law.
- (b) The Tenant agrees that no wood, coal, oil, gas, gasoline, or other fuel or any combustible, hazardous or offensive material shall be stored inside the Rented Premises, communal parking garages, lockers or storage rooms within the Landlord's Premises.

13. LAUNDRY ROOMS

- (a) The use of the washing machines and dryers shall be subject to any rules, regulations or notices posted or provided by the Landlord and no laundry shall be hung in, around or about any portion of the Rented Premises or the Landlord's Premises.
- (b) Water lines to the washer shall be shut off when the washer is not in use.

14. NOXIOUS SUBSTANCES

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

15. PEST CONTROL

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

16. GARBAGE

All garbage is to be enclosed by the Tenant in plastic bags and disposed of at the specified times in the chute or containers provided, or at the location designated by the Landlord, in conformity with Department of Health regulations and any applicable recycling regulations.

17. WATER BEDS

The Tenant shall obtain, at the Tenant's expense, appropriate liability insurance for any water bed installed in the Rented Premises and shall provide proof of same to the Landlord prior to installation of any water bed. Further, the Tenant shall be liable for all claims and actions initiated by the Landlord, another Tenant or any other person for any injury to any person or damage to any property in or about the Rented Premises or the Landlord's Premises as a result of water leaking or flowing from a water bed installed in the Rented Premises.

18. USE OF AMENITIES, FACILITIES AND COMMON AREAS

- (a) The Tenant agrees that the use of any recreational facilities which may be provided by the Landlord is a privilege and is subject to cancellation or temporary suspension at any time if, in the sole discretion of the Landlord, the Tenant has breached any Rules or Regulations relating to the use of such recreational facilities. Such cancellation or temporary suspension shall not entitle the Tenant to an abatement of rent or like damages.
- (b) The Tenant shall use the lawns, gardens, walks and playgrounds within the Rented Premises or the Landlord's Premises in a quiet and proper manner and with due regard to the comfort and convenience of other Tenants and shall not damage in any way the grass, shrubs, flowers or trees upon the Rented Premises or the Landlord's Premises.
- (c) No auction, sale or garage sale shall be held in or about the Rented Premises without first obtaining the written consent of the Landlord.

A Resident Handbook shall be issued by the Landlord and signed for by the Tenant at key pick-up, and its contents where applicable shall form part of the Rules and Regulations under this Tenancy Agreement. The Landlord shall have the right to make additional rules and regulations or amend those described herein as in the Landlord's judgement may be necessary for the safety, care and cleanliness of the Rented Premises or the Landlord's Premises and for the preservation of good order therein and the same shall be kept and observed by the Tenant.

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RESIDENT CODE OF CONDUCT

Cleaning and Maintenance

Respect your home and our property! You are responsible for keeping your own suite clean and sanitary, especially bathrooms and the kitchen. Residents are responsible for ensuring their suite is left in a clean and orderly state, free from all garbage when the tenancy agreement is over. Extra cleanup charges, and costs of restoring the unit back to the original state will be charged to the Resident. Our cleaning staff provides general cleaning of the common areas of the building and community. However, all Residents share responsibility for the neatness and cleanliness of the common areas – please clean up after yourself and alert site staff if you observe other Residents littering or fouling the common areas.

Garbage/Recycling

You are responsible for bringing your own garbage to the appropriate location at the designated times. Please sort the recyclable products from your garbage and place in the appropriate recycling bins in the garbage area. Residents who leave garbage in the halls at any time, or on the exterior common areas at times other than those designated, will be charged for the removal and subject to eviction for repeated offences.

Right of Entry

Minto site staff have the right to enter your suite for the purpose of maintaining or inspecting facilities. Notice of such entry will be given twenty-four (24) hours in advance. A written or verbal request for service/maintenance constitutes permission to enter your suite and to effect the repair without further notice. Entry without notice may also take place in emergency circumstances where Minto site staff believe the health or safety of a Resident or the security of the property is at risk. Suites will be inspected on a quarterly basis, at a minimum.

Property Guidelines for Personal Conduct

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

Respect for Fellow Residents

Demonstrating respect for each other is one of the crucial themes and spirit of a successful residential community. It is the duty and obligation of each Resident to contribute to the maintenance of this spirit. Each Resident has both the right and the obligation to remind fellow Residents of their responsibilities to the property should their behaviour depart from reasonable standards. Alcohol is not an acceptable excuse for inappropriate behaviour, and/ or violations of policies, procedures and/or guidelines.

Alcohol

- (i) Violations of Ontario's Liquor License Act and/or inappropriate behaviour resulting from alcohol use will result in immediate termination of your tenancy. Minors (persons under age 19) must not possess, sell, procure or consume alcohol. Persons of legal age must not procure alcohol for minors.
- (ii) The consumption of alcohol is restricted to the interior of your suite. Open alcohol is not allowed in hallways, elevators, stairwells, and common areas including front yards and parking lots.
- (iii) Common source (large volume) alcohol containers (e.g. kegs, beer balls) are not allowed on the premises. Activities promoting excessive drinking (i.e. floor crawls, century clubs, quarters, etc.) are prohibited on our property.

Illegal Drugs

The use, trafficking, or possession of illegal drugs is a criminal offence and will not be tolerated on our property. Illegal activities on our property undertaken by occupants, guests or invitees of the Resident become the direct responsibility of the Resident. Such activity will result in termination of your tenancy and may result in criminal charges. If the smell of drugs is noted coming from a particular suite or drug use is suspected, Minto site staff will investigate and may immediately instigate eviction proceedings.

Personal Conduct

- (i) While in or about the property, each Resident will contribute to the maintenance of a community atmosphere that is suitable for all types of Residents, including children. Consideration for other Residents must be shown at all times.
- (ii) Any attack on the dignity and security of an individual, or any activity that is racist, sexist, homophobic, or any other form of discrimination or sexual harassment is prohibited. This can include, but is not limited to, such things as posting or distributing offensive material that may contribute to an intimidating, hostile or uncomfortable environment; offensive posters in windows or on doors for public view, graffiti, offensive acts, obscene telephone calls, offensive language, etc.

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Co-operation with Staff

- (i) All Minto site staff must be treated with courtesy and respect at all times. Failure to live up to this elementary standard of behaviour by using abusive language or threatening gestures will result in the immediate commencement of eviction proceedings.
- (ii) Residents, their occupants, guests and invitees must follow the instructions of Minto site staff, when acting within the scope of their authority. Failure to co-operate with and/or verbal, written, or physical abuse or harassment of a staff member will result in the immediate commencement of eviction proceedings.

Dangerous Activities

Any activity that is considered dangerous and may potentially harm a Resident, guest, staff member or our property is prohibited. This may include a variety of activities from horseplay to hallway games etc. Water and shaving cream fights and/or the playing of any hallways games (i.e. floor hockey, soccer, football, Frisbee) are prohibited.

Pets

You are responsible for any disturbances or damages caused by a pet that you bring to, or permit on, our property. Failure to properly control your pet will result in the immediate commencement of eviction proceedings.

Firearms and other Weapons

For the protection of all Residents, firecrackers, knives, firearms, pellet or paintball guns, lethal weapons, or any objects considered dangerous to the health and/or well being of fellow Residents are not allowed on our property.

Guest Policy

- (i) It is your responsibility to make sure your guest is informed of the property policies and acts accordingly. Each Resident assumes complete responsibility for any unacceptable behaviour by their guest (including financial costs due to damage). Any guests may be asked to leave if at any time it is deemed the individual is not acting in accordance with the Tenancy Agreement or the Code of Conduct.
- (ii) Residents must not host guests who have been served with a Trespass Notice barring them from our property.

Quiet and Consideration for Others

- (i) It is your responsibility to maintain a level of quiet, acceptable to all Residents. All Residents need to be aware of the imposition their activities may put on others and to be considerate of one another. Stereos, televisions, radios, etc. may not be played so as to be disruptive to any Resident. Headphones are strongly encouraged for those who choose to listen to music beyond the stated level. Residents who are the subject of noise complaints will be subject to eviction.
- (ii) It is the right and responsibility of each Resident to request the termination of any unreasonable noise. It is then the responsibility of any Resident who is asked to cease activities causing such noise to abide by the request without complaint.

Soliciting

For the protection and privacy of all Residents, soliciting for commercial, ideological, or religious purposes is not allowed.

Insurance and Personal Property Liability

Minto will not be liable, directly or indirectly for the theft or loss of personal property by fire, water, or for any other cause. Residents are required to carry insurance protection against loss or damage to their personal property. Proof of appropriate coverage will be required before occupancy will be given.

Damages

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

Smoking

Smoking is prohibited in the interior common areas of the building. When smoking outside, take care to extinguish all cigarettes and dispose of the butts in an ashtray or waste receptacle.

Candles/Open Flames/BBQs

Candles, oil/kerosene burning lanterns, or incense are not permitted to be burned in any common areas of the property. BBQs are permitted on backyard patios and must be operated a minimum of 10 feet from the building. BBQs are prohibited on balconies or garage decks.

Firecrackers/fireworks

Firecrackers or any other type of explosives are prohibited in the property and possession or use will result in the immediate commencement of eviction proceedings.

Windows and Balconies

You are required to install appropriate window coverings in the form of blinds, shades or curtains. Flags, sheets, towels, tin foil, etc. are not considered to be appropriate window coverings. Signs, posters, advertisements are not permitted to be displayed in your windows or on your balcony. Balconies are not to be used for storage.

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Fire Safety

- (i) Tampering with fire equipment such as fire extinguishers, smoke detectors, heat detectors, exit signs, emergency exits, etc. is a Provincial offence. These items exist for the safety of all and are to be used only in cases of emergency.
- (ii) Each Resident has a duty to ensure he/she knows all possible escape routes to be used in the event of an emergency. It is your duty to report any unsafe situations such as a locked fire exit to Minto site staff.
- (iii) It is your responsibility to ensure that only the appliances provided with the unit are used and are kept clean and in good repair in order to prevent false fire alarms or actual fires.
- (iv) All of the property suite doors are required by the Ontario Fire Code to be equipped with automatic door closures. Tampering with or removing a door closure is a serious offence and will result in the immediate commencement of eviction proceedings.
- (v) If you are in property when a fire alarm sounds, you must evacuate the building.

Smoke Detectors

By necessity, smoke detectors are sensitive pieces of equipment and required by fire code. They may pick up aerosol sprays and even talcum powder. Burnt food and excess steam or water vapour may also trigger alarms. If your suite detector is set off, open your window to air the suite out and the alarm will shut off. All smoke detectors are checked prior to Residents moving into the suites. Depending on the length of your tenancy, it may be necessary for you to replace the battery in the smoke detector periodically. If you require assistance, contact Minto site staff. Smoke detectors must not be disconnected from the power source. Disconnecting a smoke detector will result in the immediate commencement of eviction proceedings.

Keys

To promote the safety and security of all Residents and the building, access into apartment buildings is controlled. Accordingly, Residents can expect the following precautions concerning keys and key fobs to be rigorously enforced:

- (i) You will be issued one suite key for each adult occupant and one mailbox key per suite where applicable. These keys must be returned when you vacate the suite or you will be charged for a lock change.
- (ii) Residents are not permitted to lend keys or make duplicates.
- (iii) If you lock yourself out of your suite, call the site office or the after hours emergency number. You will be required to show identification to gain access to the suite.
- (iv) If you lose your keys, there will be a charge to replace the keys. If the lock must be changed, you will be required to pay for the lock change.

Property Safety

- (i) Exterior building doors are locked for your safety. Please do not prop them open. Residents are strictly prohibited from allowing the entry of unauthorized guests.
- (ii) There are restricted areas of the building where Residents are not allowed. These areas include mechanical and electrical rooms, the rooftop, and maintenance rooms.
- (iii) Under no circumstances shall any Resident throw or allow any object to drop from his/her window or balcony.
- (iv) Do not tamper with, or remove window screens or restrictors.

Personal Safety

The following are some tips that will help in keeping our living environment safe and secure.

- Close and lock your suite door whenever you leave.
- Only allow guests into the building (including garage) you know and trust and are willing to take responsibility for.
- Do not leave personal property unattended in the common areas or laundry room.
- Lock your bike to the bike anchors provided. Use a good lock and make sure you lock your frame, not just a wheel, to the rack.
- Mark your name or other personal identification on personal items of value.
- If you feel uncomfortable about the persons occupying an elevator when the doors open do not get in. Wait until the next elevator arrives.
- When you enter an enclosed garage or parking lot, look around to ensure no one is following you or loitering in the area. Report suspicious persons to the site office or Ottawa Police Services immediately.

I hereby acknowledge that I have read and understood the Resident Code of Conduct and will abide by the Resident Code of Conduct throughout my tenancy with Minto. Failure to comply with the Resident Code of Conduct will result in site staff immediately (day or night) contacting the Guarantor, if applicable, for assistance and possible termination of the tenancy.

Minto

Tenant

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Tenant

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CUSTOMER CONTACT FORM

Please fill out this form on behalf of your new resident and return it to your Rogers Representative. A Customer Service Representative will contact the resident to discuss Home Phone, Television and Internet services for their new home.

Name: «ApplicNames» _____

New Address: «unit_add» _____

City: «City» _____ Postal Code: «addr_PC» _____

Current Telephone #: «ApplicHomePhone» (home) _____
«ApplicOfficePhone» (office) _____

Other Telephone #: _____

Best contact time: _____ Move-in Date: «LeaseStartDate» _____

EXISTING ROGERS CUSTOMERS

Transfer my existing Rogers services to my new address for FREE

Previous address _____

NON-ROGERS CUSTOMERS

Tell me more about special offers for **satellite customers**

Tell me more about special offers for **new Rogers customers**

I agree to allow a Rogers Customer Service Representative to contact me to discuss Home Phone, Television and Internet services. This information will be kept confidential and will not be distributed to any third parties.

Customer Signature _____ Date _____

Rental Representative _____ Telephone # _____

Rental Representative to return this Contact Form to Rogers via FAX.

Fax 613-722-7450

ROGERS
home phone

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personal tv™

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hi-speed internet



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