

JASINSKI



LEGACY

## Tenancy Agreement

**This Tenancy Agreement** (called the "Agreement") is a legal agreement made between us, Jasinski Legacy Non-Profit Residences Inc. (called the "Landlord" or simply referred to as "we", "us" or "our" in this Agreement), and you,

(individually and collectively called the Tenant or simply referred to as "you" or "your" in this Agreement) under the *Residential Tenancies Act, 2006*.

The Landlord's address for the purposes of this Agreement and for service of any notices from you required under this Agreement, or the *Residential Tenancies Act, 2006* is:

\_\_\_\_\_ in the City of Brampton, Postal Code \_\_\_\_\_

### 1. **Basic Terms**

1.01 You have agreed to rent Unit \_\_\_\_\_(called the "Unit") of \_\_\_\_\_(called the "Building"), and we have agreed to rent the Unit to you on the terms and the conditions contained in this Agreement. You understand that this building was developed under a prescribed government funding program and, because of this, there are special rules and rights under the *Residential Tenancies Act, 2006* which apply to us as a social housing landlord. You agree that you have to comply with your obligations as Tenant under this Act. We agree that we have to comply with our obligations as Landlord under this Act.

1.02 The basic terms of this Agreement are as follows:

- (i) This Agreement begins on \_\_\_\_\_ (being the day the Tenant is first entitled to occupy the Unit) and ends on \_\_\_\_\_(called the "initial term");

**First month's rent and last month's rent is due upon signing.**

- (ii) Only the following people can live in the Unit in addition to the persons listed above:

*[Above: Insert names of household members living in the unit who are not going to sign the lease.]*

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These persons listed above in this section are not Tenants. Their occupancy rights end when the Tenancy is terminated. Should the Tenants cease to occupy the Unit for any reason, it is understood that the persons set out above did not and will not occupy the Unit as Tenants. If they continue to occupy the unit, they will be considered trespassers and will be removed by the police under the *Trespass to Property Act*, or failing that will be considered unauthorized occupants in accordance with the *Residential Tenancies Act, 2006*, and are responsible for paying compensation as long as they occupy the unit.

You agree that any amendment to the lists of occupants must have our written consent.

### **Death of a Tenant**

- (iii) Upon the death of a Tenant(s) where no other living Tenant(s) remains, this Tenancy Agreement or any renewal thereof shall terminate thirty (30) days after the death of the sole Tenant. Any Guests staying in the unit after that time will be considered trespassers and removed by the police under the *Trespass to Property Act*, or failing that will be considered unauthorized occupants in accordance with the *Residential Tenancies Act, 2006*, and are responsible for paying compensation so long as they occupy the Unit.

In the event that there is more than one Tenant and upon the death of one of them, the tenancy shall be deemed to be amended to include the Remaining Tenant(s) as Tenant(s), along with the Estate of the deceased Tenant for a period of thirty (30) days after the death of the Tenant, after which the tenancy of the Estate only shall be terminated and the tenancy agreement and any renewal thereof shall be deemed to be amended in the name of the surviving Tenant(s) only.

## **2. Rent**

- 2.01 Rent must be paid every month on or before the first day of each calendar month by cheque or electronic funds transfer. Rent is payable to the landlord **Jasinski Legacy Non-Profit Residences Inc.** and delivered to:

Rent paid by anyone other than a Tenant named herein shall be deemed to have been made on behalf of the Tenant and specifically does not constitute the creation of a Landlord and Tenant relationship between the Landlord and that person.

**Post Dated Cheques (Optional) - Check if Applicable:**

For the convenience of the Tenant(s), the Tenant(s) have agreed to offer and the Landlord has agreed to accept a series of twelve (12) post-dated cheques on or before:

which if honoured at presentation time, shall satisfy the Tenants' obligation to pay rent for the period commencing

2.02 The monthly market rent as of the first day of the initial term is \_\_\_\_\_; the monthly market rent for parking is \_\_\_\_\_ for an indoor space; and \_\_\_\_\_ for an outdoor space.

**The total monthly market rent for the unit including separate charges is:**

\_\_\_\_\_, including \_\_\_\_\_ indoor parking spaces and \_\_\_\_\_ outdoor parking spaces.

2.03 The monthly rent paid by you as of the first day of the initial term includes only:

<u>Appliances/Facilities</u>	Yes/No	<u>Utilities</u>	Yes/No
a refrigerator	( <u>Yes</u> )	water/sewage charges	( <u>Yes</u> )
a stove	( <u>Yes</u> )	cable/satellite television	( <u>No</u> )
coin free laundry facilities	( <u>No</u> )	heating charges	( <u>Yes</u> )
a locker	( _____ )	electricity and air conditioning charges	( <u>No</u> )
a parking space	( _____ )	hot water	( <u>Yes</u> )

other \_\_\_\_\_ *[please identify]*

Any expenses, charges, services and/or appliances you may need which are not included in your monthly rent, are your responsibility to arrange for, pay for and/or supply to the Unit, subject to the other terms of this Agreement. You, as Tenant, shall also be responsible for any new charges, taxes or levies that are attributable to the rental unit that may be levied in the future by any level of government.

Where you are responsible for any of the utility charges or other services which are not included in your monthly rent, you will contract directly with the appropriate utility company and transfer the responsibility for the payment of the utility charges into your own name. You agree not to remove yourself from the contract with any utility or service company so long as you occupy the rental unit, and if you do remove yourself from the contract, you will continue to be responsible for the payment of those charges so long as you occupy the rental unit, either to the utility or service company or to the Landlord if the Landlord assumes responsibility for the payments as a result of your default. In the case of such a default the Landlord may file an application to the Landlord and Tenant Board or another court of competent jurisdiction to terminate the tenancy based on your interference with the Landlord's lawful right, interest or privilege as it relates to this section.

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- 2.04 You have paid us a deposit equal to the monthly rent in the amount of \_\_\_\_\_ (you will increase this deposit as the monthly rent increases). We will apply this deposit to the rent you will have to pay for the last month you occupy the Unit. We will pay you interest on this deposit each year at the rate prescribed by law.
- 2.05 Rent must be paid every month on or before the first day of each calendar month by cheque or electronic funds transfer. If a cheque you give us is not honoured, then you must pay us the service charge we have to pay as a result, together with our administration charge of \$20.00. Dropdown?
- 2.06 It is understood that any payment you make to us will be applied against your account in a manner at our sole discretion, and will generally be applied to the oldest outstanding debt, whether that debt is rent, services charges or fees, unpaid utilities that you may be responsible for, or any other monies owing to us which we are entitled to collect.

You will have to pay additional charges for any of the following:

- (i) additional keys
- (ii) replacement keys
- (iii) recoding of your access mechanism
- (iv) Any other separate service or facility that we both agree that we will provide for an additional charge

Item \_\_\_\_\_ Charge \$ \_\_\_\_\_

Item \_\_\_\_\_ Charge \$ \_\_\_\_\_

### 3. Some Tenant Obligations

3.01 You, as Tenant, agree:

- (i) to use the Unit as your personal residence for occupancy by you, together with only the people listed in section 1.02(ii) or anyone we may approve of from time to time in writing;
- (ii) not to assign this Agreement, sublet or part with possession of the Unit or any portion of the Unit;
- (iii) to keep the Unit (including any appliances and other areas or facilities we rent to you) clean and maintained in a way a reasonable person would and leave the Unit and any appliances and other areas or facilities clean and in good condition when you move out (except for normal wear and tear);
- (iv) that you will dispose of garbage and recyclables appropriately using the waste disposal and recycling containers provided, and refrain from littering in the common areas of the residential complex (the “**Common Areas**”).
- (v) not to allow any activity or permit any condition to exist in the Unit and/or the Common Areas that may create a health hazard. Such activities include, but are not limited to, collecting and storing a large number of possessions so as to clutter the Unit and/or the Common Areas and preclude activities for which those spaces were designed.

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- (vi) to refrain from doing anything or allowing your guests or agents to do anything in the Unit or in the building or Common Areas (e.g., tamper with smoke detectors) which would result in the Landlord failing to comply with any municipal or other regulatory bodies including without limitation, the local Property Standards, Health or Fire Departments.
- (vii) to pay us the cost of any repairs for any damage to the Unit and/or the Building or Common Areas, caused by any act or neglect by you, your guests and/or your pets, except for normal wear and tear;
- (viii) to give us written notice of any damage which exists or any repairs which may be needed in the Unit or in the Building or Common Areas as soon as you become aware of it, and give us a reasonable chance to fix it; and you agree that we are not liable for any repairs for which we have not received a written notice;
- (ix) to co-operate fully to permit all repairs, maintenance and improvements to the Unit to be completed expeditiously. Such cooperation extends to, but is not limited to, preparing the Unit by removing or relocating personal possessions from specific areas if requested by the Landlord and/or its authorized agents, facilitating access to the Unit at times convenient to the Landlord's workers and agents, and/or otherwise facilitating the completion of the work.
- (x) that if you do not give us written notice within ten days of moving into the Unit of the need to repair something, we can assume that no repairs were needed when you moved in;
- (xi) to respect the rights of other tenants and occupants of the Building, as well as of our staff, so that you and your guests will not make unreasonable noise, nor will you or they interfere with the reasonable enjoyment of the Building by others;
- (xii) to comply with the rules (and make your guests comply with the rules) we establish, as we may amend them from time to time (including the current rules, a copy of which is attached as Schedule A); and
- (xiii) to comply with your obligations and exercise your rights as a tenant under the *Residential Tenancies Act, 2006* in a reasonable way.

3.02 If you decide to keep a pet you are responsible for your pet, what your pet does and the effect your pet has on other residents. You will not allow your pet or any pet you bring on the premises to disturb the reasonable enjoyment of the premises by us or other tenants. You agree that you will be responsible for the cost of repair of any damage or any loss which may be caused by your pet.

3.03 You agree not to:

- (i) make any changes or alterations to the Unit (like painting, the attachment of shelves or the building of a partition in the Unit), or any Building systems (like plumbing or electrical services) without our prior written consent. If we do consent to a change or alteration to the Unit, then whatever you have installed becomes our property, which you cannot remove and for which we will not pay you; or
- (ii) bring into the Unit or use in the Unit any large appliance or other large machine, that uses a lot of electricity or water, like a stove, dishwasher, refrigerator, freezer, air conditioner, clothes washing machine or clothes dryer, without getting our prior written consent. If we give you

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that consent, you must follow whatever conditions we specify concerning bringing in and use of the appliance.

3.04 You acknowledge and agree to:

- (i) keep personal property in a clean and sanitary condition, and free from household pests, which include, but are not limited to, insects and vermin such as ants, cockroaches, bed bugs, mice and rats (the “**Household Pests**”). The Landlord may inspect your personal property before same is moved into the Unit, and may require you to have same treated at your own expense and to the satisfaction of the Landlord, to ensure that Household Pests have been eliminated.
- (ii) immediately notify the Landlord in writing of the presence of Household Pests in the Unit. You agree that the Landlord is not liable for the presence of Household Pests in the Unit if the Landlord has not received such a written notice.
- (iii) In the event that the Landlord determines that there is a need to treat the Unit for Household Pests, you agree to fully cooperate with the Landlord in its attempts to take measures to rid the Unit, and/or the residential complex, of the Household Pests by, among other things:
  - a) preparing the Unit for treatment of the Household Pests in accordance with the Landlord’s instructions; and/or
  - b) providing the Landlord’s workers and/or agents with access to the Unit, so that said workers and/or agents can treat the Unit for the Household Pests.
- (iv) pay for any damage to the residential complex or the Unit, and/or the costs that the Landlord has incurred or will incur, where such damage or cost is caused by your breach of the foregoing sections.

3.05 If, at the commencement of the tenancy or at any time thereafter, you are paying rent that is geared-to-income as a result of public funding, you must give us information and all relevant documents relating to your household income in accordance with Schedule B, prior to the commencement of your tenancy and at each anniversary of the initial date of occupancy of your unit.

#### 4. Access

4.01 You agree that we, our employees, agents, contractors and others expressly authorized by us from time to time, may enter the Unit and shall be allowed free and uninterrupted access to the Unit from time to time and at any time:

- (i) without notice if we or our employee, agent, contractor or other person expressly authorized by us to enter, believe that an emergency may exist;
- (ii) without notice if you consent at the time of entry;
- (iii) between 8:00 a.m. and 8:00 p.m. every day in accordance with written notice served upon you at least twenty-four hours prior to the time of entry specified in such notice for any purpose, including:

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- (a) to undertake repairs and/or to perform work (including pest control) and other alterations and/or improvements;
  - (b) to inspect the Unit, including the sanitary condition of the Unit and your personal property, and to perform, when necessary, in its opinion, all appropriate pest control treatments required to eliminate Household Pests from the Unit and the residential complex; and
  - (c) to allow a potential mortgagee (or a mortgagee), an appraiser, an insurance adjuster and/or a potential insurer (or insurer) of the Building to view the Unit;
- (iv) between 8:00 a.m. and 8:00 p.m. every day, without written notice, to show the Unit to people who may want to rent it after a notice of termination has been given by us or given by you and/or we and you have agreed to terminate this Agreement, provided that we inform or make a reasonable effort to inform you beforehand.

4.02 When entering the unit in accordance with [4.01], we, our employees, agents, contractors and others expressly authorized by us from time to time, may record the results of such entry through notes, photographs and/or video recording.

4.03 The locks on the door of the Unit or within the Unit must not be changed and no new locks can be installed without our prior written permission. If we want to change the locks or the security system at the Building (as well as the locks on the door to the Unit), you agree that we can do it without asking for your permission, as long as we give you notice of the change and we offer you a new key or access mechanism.

## 5. **Repairs, Renovations and Alterations**

5.01 We can perform whatever repairs, renovations or other alterations we think are reasonable or beneficial to the Unit and/or the rest of the Building.

## 6. **How Long You Can Live in the Unit**

6.01 If we do not make another agreement with you, in writing, before the last day of the initial term (and neither you nor we have terminated your tenancy in accordance with this Agreement), then on the first day after the initial term, your tenancy will continue on a "month-to-month" basis in accordance with the *Residential Tenancies Act, 2006*.

6.02 If you are moving out, you must give us at least sixty days written notice prior to the date you will be leaving, which date must be the last day of a tenancy period. If you are living in the Unit on a month-to-month basis, the last day of a tenancy period will be the last day of a calendar month. You are responsible for paying rent until the last day of the tenancy period.

Once you give us the notice that you are moving out, you cannot change your mind. If you do not move out when you are supposed to we can evict you and you will have to pay any damages that we or any person suffers.

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6.03 We can also terminate this Agreement for any other reason allowed under the *Residential Tenancies Act, 2006*. Our right to terminate your tenancy will not be enforced until we have given you the sort of notice of termination we are supposed to give you and we have done what the *Residential Tenancies Act, 2006* requires us to do in order to evict a tenant.

6.04 If there is damage to the Unit or the Building, like a fire, so that the Unit and/or the Building is not fit to live in, then this Agreement will be at an end and you must move out.

## 7. Abandoned Belongings

7.01 If your rent is ten (10) days late and you have removed your personal belongings (except for things which appear to be rubbish, which we may dispose of immediately), we are entitled to assume that you have permanently left the Unit. In that event, we will immediately take possession of the Unit so that we can rent it to someone else, without your permission or an order from the Landlord and Tenant Board, and without limiting all of our other rights against you for any breach by you of this Agreement or any law.

7.02 If any furniture, clothes or other personal belongings are left in the Unit after you:

- (i) have moved out or appear to have moved out (so that we, acting reasonably, believe that you have abandoned the Unit) and we have either obtained an order from the Landlord and Tenant Board or given the proper notice referred to in the *Residential Tenancies Act, 2006*; or
- (ii) have moved out of the Unit as a result of an agreement to terminate or a notice of termination; or
- (iii) are evicted from the Unit; or
- (iv) die and the tenancy is deemed to have been terminated as a result of your death,

we may remove such goods immediately and store them elsewhere (although we shall be entitled to dispose of any unsafe or unhygienic items immediately).

In the event you abandon the Unit pursuant to 7.02 (i) we are entitled to dispose of your property (including selling or keeping it for our own use) 30 days after we have mailed you a letter telling you we are disposing of the property, to the last known address that we have for you, or 30 days after an order has issued from the Landlord and Tenant Board declaring your Unit abandoned. You agree that you will pay to us all of our costs and expenses in storing and/or disposing of your clothes, furniture or other personal belongings.

If you have moved out of the Unit as a result of an agreement to terminate or a notice to terminate, or an order of the Landlord and Tenant Board, we may dispose of your belongings (including selling or keeping them for our own use) immediately and without notice to you.

If you are locked out of the Unit by a court enforcement officer as a result of an order of the Landlord and Tenant Board, we may dispose of your property (including selling or keeping it for our own use) after 72 hours from the time the locks were changed and without notice to you.

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If you are the sole tenant and you die, we are entitled to dispose of (including selling or keeping it for our own use) your property after 30 days from the date of your death and without notice to your estate.

**8. Liability and Negation of Liability**

8.01 You agree that we are not responsible for any damage caused to your property in the Unit, or elsewhere in the Building, no matter what the cause is, unless it can be proven that our negligence was the sole cause. We are also not responsible for any injury to you or any other person, which occurs for any reason, whether it occurs in the Unit or anywhere else in the Building or in the Common Areas, unless it can be proven that our negligence was the sole cause. If something breaks down (even if we are responsible to fix it), we are also not responsible for any personal injury, illness or discomfort that anyone may suffer because something is broken, as long as we try to fix it when we are supposed to. We are also not responsible if you or one of your guests are hurt or any damage is caused because of the act or negligence of another tenant/resident and/or one of her/his guests.

You also agree that if we do repairs or renovations to your Unit or the Building, we are not liable to you for any claim that we are disturbing your reasonable enjoyment of the premises, or withholding or discontinuing any vital service, so long as we do the work in a timely manner.

8.02 You shall be responsible for obtaining property damage insurance for the contents of the Unit and reasonable liability insurance. You agree to provide evidence of insurance to the Landlord prior to being given occupancy and annually thereafter on or before the anniversary date of the commencement of the tenancy. Such insurance shall exclude the exercise of any claim by the insurer, whether by subrogation or otherwise, against the Landlord and against those for whom the Landlord is in law responsible.

**9. Parking**

9.01 If parking is not included in your rent but you want to rent a parking space from us, then if one is available, we will rent it to you, at the monthly parking charge in effect at that time. You will pay the parking charge to us with your rent for the Unit each month and the amount of the parking will become a part of and be included in your monthly rent.

9.02 If you have the use of a parking space, you agree to follow the rules we establish for the use of this parking space. These rules include the requirement that only cars that can be legally driven on a public road with current license plates can park there. You also agree that we can change the location of your parking space (if you have one) from time to time, as long as we give you twenty (20) days prior notice of the change.

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**10. Disclosure of Information**

- 10.01 You give your consent and authorization to us to disclose the information you give to us to any municipal, provincial or federal department or agency that assists in the provision of social housing, or any credit information company.
- 10.02 You also consent to us obtaining a credit report at any time during the term of this tenancy agreement or any renewal of it.
- 10.03 You consent to us providing information on any orders obtained from the Landlord and Tenant Board or divisional court against you for payment of rent arrears to any municipal department, agency administering social housing waiting lists in accordance with the *Housing Services Act* or credit information company.
- 10.04 As a matter of convenience to tenants, the Landlord may enter into agreements with providers of services that may be beneficial to tenants, such as public utilities and providers of cable, telephone, internet or other services. Unless your initials appear in the box below, you consent and authorize us to disclose your personal information to such organizations.



**11. Notices and Authority**

- 11.01 We can deliver notices to you about anything having to do with the Unit, this Agreement or any other matter by delivering a written notice directly to you at the Unit. If you are away or if you are trying to avoid receiving a notice, we can give the notice to any person who looks like an adult who is in the Unit. We can also leave the notice in the mail box or other place where mail is ordinarily delivered to you or send it to you by mail at the Unit or deliver it by any other means allowed by the *Residential Tenancies Act, 2006*.
- 11.02 Our legal name for the purpose of giving notice or other documents to us, as the landlord, is Jasinski Legacy Non-Profit Residences Inc. If you want to give us notice of something, it is best to deliver it personally to our **contact:** \_\_\_\_\_ or someone who works for

us in the Management Office at:

Notices can be sent by mail to our legal address for the purposes of giving notice or other documents to us under the *Residential Tenancies Act, 2006*, which is (Name, Address & Person):

If you mail a notice to us, then you can't hold us responsible for not acting on it until after we have actually received the notice. We can change the address where notices or other documents are supposed to be delivered to us by giving you notice telling you what our new address is.



11.03 You understand that not everyone who works for us has the authority to speak for us. Therefore, if you have to make an agreement or arrangement with respect to the Unit, the Building or anything else related to this Agreement, it is only binding on us if it is in writing and signed by our authorized tenant relations contact:

**12. General**

12.01 This Agreement is meant to complement our rights under the *Residential Tenancies Act, 2006*, but it does not limit or modify our rights under the *Residential Tenancies Act, 2006* and other relevant laws. If, for some reason, a part of this Agreement can't be enforced, the rest of the Agreement will not be affected, and will still be enforceable. All references to the *Residential Tenancies Act, 2006* in this Agreement include any regulations under that law and any successor laws which might be enacted to replace or add to it.

12.02 Even if we accept payments from you, or let you stay in the Unit after we have an order evicting you, you will have to leave the Unit unless we agree in writing that you can stay. Also, if you have given us notice that this Agreement has ended, or if we agree with you to end this Agreement, and you change your mind about moving out, you will have to leave the Unit, unless we agree in writing that you can stay. If we give you extra time to do something that has to be done under this Agreement, or if we don't complain when you do something that is not permitted in the Unit or at the Building, we can still later insist that you do everything that you are supposed to do according to this Agreement.

12.03 This Agreement creates rights and obligations for you and us, which are binding upon and which can be enforced and enjoyed by our successors and assigns and by your heirs, executors, administrators, successors and authorized assigns.

12.04 If more than one person is a "tenant" of the Unit, each person is fully responsible to comply with this Agreement. Therefore, if, for example, one tenant does not pay her or his share of rent, the other tenant or tenants are not excused from their obligation to make sure that we are paid the entire monthly rent. This is called a "joint and several" tenancy agreement which means that each tenant is equally responsible and individually responsible for all the obligations under this Agreement.

**13. Agreement and Acknowledgment**

13.01 We, the Landlord, have read this Agreement and understand what we have to do as the owner of the Building.

Jasinski Legacy Non-Profit Residences Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the corporation.

13.02

I/We, the Tenant, have had a chance to read this Agreement and I/we have been encouraged to read this Agreement very carefully. I/We have had the opportunity to obtain independent legal advice prior to signing this Agreement, and by signing below, I/we acknowledge that I/we have either obtained such advice or voluntarily waive the obtaining of such advice. I/We understand my/our rights and responsibilities as a tenant at the Building, which I/we agree to fully obey as the Tenant. I/We agree that any Schedules to this Agreement form a part of this Agreement and that I/we will comply with the terms and conditions of the Schedules, as well as this Agreement. We acknowledge that the Landlord may change these Schedules from time to time, and we agree to comply with any new Schedule when we receive a copy of it.

Date: \_\_\_\_\_

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

13.03

I (we) have received a copy of this Agreement signed by Jasinski Legacy Non-Profit Residences Inc..

Date: \_\_\_\_\_

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_



## **Protocols & Acknowledgements**

### **Millennium 2000 Project Declaration:**

- a. The Residences of Villa Polonia is one component of a planned Polish community- based development named the Millennium 2000 Project. The Residences of Villa Polonia have been developed in accordance with the vision of the Millennium 2000 Project, which is intended to support the cultural aspirations of the Polish Catholic community.
- b. Accordingly, the Tenant(s) acknowledges that Jasinski Legacy Non Profit Residences Inc. (Landlord) and/or its community partners may offer programs and/or services on the Villa Polonia property that are outside of the Landlord's normal responsibilities to the Tenant(s), and that these programs and/or services may cater specifically to the needs of the wider Polish community, may be conducted in the Polish language and therefore may not be appropriate for tenants who are not able to speak Polish and/or who are not able to participate in Roman Catholic practices or ceremonies.
- c. The Tenant(s) acknowledges that they will not interfere with programs and/or services per (b) above.

### **1. Building Security and Safety**

- 1.1. All visitors are to use the intercom system.
- 1.2. The Tenant will not allow anyone who is not his or her own guest into the Building, even if the person is someone she or he knows.
- 1.3. If an unknown visitor is seen entering the Building or a Unit with keys/ key fob, the Tenant will report the incident to Property Management staff immediately.
- 1.4. Repairs/service persons or other visitors in contact with the Tenant(s) will be referred by the Tenant(s) either to Property Management staff or, if they are seeking another tenant, to the intercom system.
- 1.5. The Tenant shall, if any exit door is propped open, remove the prop and report the breach in security to Property Management staff.
- 1.6. The Tenant and/or Tenant's guests may not do anything which may be a fire, health or safety risk. The Tenant and/or Tenant's guests may not disconnect or tamper with any safety, security or smoke detection equipment, including the fire alarm system and door closures. The Tenant is responsible to test the smoke detector(s) in their own Unit occasionally and give the Landlord written notice immediately if it does not work.
- 1.7. Any incidents of theft, damage or vandalism shall be reported to Property Management staff. If any such incident is caused by the Tenant(s), legal action shall be taken, and if the incident is caused by a guest of the Tenant(s), the Tenant(s) shall be held responsible for the incident and appropriate legal action will be taken against the Tenant(s).
- 1.8. Tenants are discouraged from having large pets, which can be perceived as threatening to other tenants and which may cause damage to the premises and associated landscaping. Per the lease provisions, the Tenant(s) will be responsible for ensuring that pets do not unreasonably interfere with

the enjoyment of the premises by the Landlord or other tenants, and in the case of problems, remedies up to and including eviction will be applied.

## **2. Laundry Room**

- 3.1. The laundry facilities at Villa Polonia are for the sole use of the tenants.
- 3.2. The Tenant shall be responsible for cleaning out the washer and the lint trap of the dryer after every use. The Tenant shall leave the laundry room in a clean condition after use. The laundry room shall be kept locked when not in use.
- 3.3. The Tenant is responsible to report any problems with the machines to Property Management staff to ensure prompt repair. If the staff are not in the Building, the Tenant agrees to place a note on the appliance: "NOT IN SERVICE".
- 3.4. If a problem occurs on the weekend, the Tenant shall wait until the first working day to submit a request for repair.

## **3. Balconies**

- 3.1. The Tenant(s) agrees that no awnings, shades, flowers, containers, TV or satellite aerial antennae or dish, apparatus or any other extensions or obstructions shall be erected over the outside windows, doors or balconies without the written consent of the Landlord and if any such television or radio antennae, aerial or dish or apparatus is erected without such written consent, the Tenant(s) agrees to immediately remove the same upon request by the Landlord or its agent or representative.
- 3.2. The Tenant(s) further agree that if any such television or radio antennae, device or apparatus is erected on the said building (whether with or without the consent of the Landlord) the Tenant will, at his or her own expense, repair any damage done to the building or premises by reason of the erection, maintenance or removal thereof and will indemnify and save harmless the Landlord and its agents from all liability for damages to persons or property as a result of the erection, maintenance or removal thereof.

## **4. Parking**

- 4.1. The Tenant(s) agrees that vehicles shall be parked only in such spaces as 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 required by the Landlord. The Landlord shall have no obligation to provide parking for more than the number of vehicles specified in the lease.
- 4.2. Parking spaces are for automobile parking only and not for storage of other articles. Parking charges are for the use of the parking space only. The Landlord is not responsible for any loss or damage to the car or its contents.
- 4.3. The Tenant(s) shall not allow other persons to park their vehicles in the Tenant(s) designated parking space who are not either guests or occupants of the rent unit, and the Tenant(s) shall not assign, sublet or otherwise rent their parking spot(s) out to other tenants or non-tenants.

## 5. Smoking

- 5.1. Due to the known health risk of exposures to second-hand smoke, increased risk of fire and increased maintenance costs:
- 5.2. No tenant, resident, business invitee\*, guest, or visitor shall smoke cigarettes, cigars or any similar product whose use generates smoke within the building, except those used for religious purposes. While this prohibition does not generally include the interior of residential units, this prohibition does include smoking by open balcony doors because of an associated fire risk, and includes smoking within all enclosed common areas, as well as outside within 9 metres of doorways, operable windows and air intakes.
- 5.3. "Smoking" shall include inhaling, exhaling of any tobacco or similar product whose use generates smoke.
- 5.4. \*"Business invitee" shall include but is not limited to any contractor, agent, household worker, or other person hired by the Landlord, Tenant or resident to provide a service or product to the Landlord, Tenant or resident.

## 6. Window Coverings

- 6.1. It is important that the Landlord and tenants cooperate in maintaining the harmony among neighbourhood residents and those involved in the neighbouring components of the Millennium 2000 Project – St. Eugene de Mazenod Roman Catholic Church and the Polish Commercial and Cultural Centre. Accordingly, the Tenant(s) shall ensure that the colour of any window covering visible from the exterior of the building is **white or off-white**.

## 7. Noise Acknowledgments required by Landlord for Site Plan Approval

Tenants are advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise due to increasing (road, rail, aircraft) traffic may continue to be of concern, occasionally interfering with the activities of the occupants as the sound levels may exceed the noise criteria of the municipality and the Ministry of Environment.

Tenants are advised that the dwelling unit has been or will be fitted with a central air conditioning system, which will enable occupants to keep windows closed if (road, rail, aircraft) traffic noise interferes with the indoor activities. If central air conditioning is installed, the air cooled condenser unit shall have a sound rating not exceeding 7.6 bels and shall be located so as to have least possible noise impact on outdoor activities of the occupants and their neighbours.

Canadian National Railway Company (CNR) Orangeville Railway Development Corporation (ORDC) or its assigns or successors in interest has or have a right-of-way within 300 metres from the land subject hereof. There may be alterations to or expansions of the railway facilities on such right-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CNR ORDC will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid right-of-way.

Initialed by Tenant as read \_\_\_\_\_



**Part A - Information About Reporting Your Income**

1. We received government funding under the Canada Ontario Affordable Housing Program to build the unit you are leasing from us. One of the requirements of the program is that we collect information about the gross income from the tenants in receipt of rent-geared-to-income assistance annually. This Schedule B applies to all such tenants. Your gross family (household) income means the total income earned or received by you and every person who lives in the unit, even if such a person also lives somewhere else on a temporary basis.
2. **Permission to obtain information**

Some of the information and materials that we need is kept by other people or agencies. By signing this Agreement you give us written permission to get the information and materials from them. You agree to sign any other authorization we need to get this information and materials within two days of the date we ask you to sign an authorization.
3. **Income declaration**

You agree that on the first day of \_\_\_\_\_ in each calendar year, you will deliver to us a signed statement from you and every member of your household who lives with you and who has an income. This signed statement will be in the form provided by us and will contain all the information we request concerning your gross household income and any other information and materials the government has asked us to get, even though some types of income may not be used to calculate your geared-to-income rent. You agree that you will report any changes in the gross income or assets of any member of the resident's household or, any change in household composition, within 30 calendar days of when the change happens.
4. You agree that you will submit the Eligibility Review Form and any other information or documentation that may be requested. These forms shall be complete, and accurate, and given within the timeframes stipulated and at least once in a 12 month period. These forms shall be considered incomplete and inaccurate if they are not accompanied by the supporting documentation requested to verify the total gross income and asset information for the household.
5. **Definition of income**

For the purposes of this Agreement, you agree that "income" includes all income, benefits and gains you receive or may be entitled to, of any kind and from any source. The word "income" also includes anything else the government may decide is included in the meaning of the word "income", from time to time.

**Part B - Income to be included in your declaration**

1. gross salaries, wages, overtime payments, commissions, bonuses, tips, gratuities, grants, scholarships or bursary payments other than those received under paragraph 18 of subsection 8(1) of the Education Act by a student in full-time attendance at a secondary school;
2. the gross annual income from any form of self-employment including an owned business less itemized business deductions as allowed by Canada Revenue Agency, plus any capital cost allowance used as a deduction or the total withdrawals from a business as personal salary or other benefits of anyone who is self-employed in or has an interest in a business;
3. the gross amount of employment insurance benefits and the gross amount of worker's compensation payments or other industrial accident insurance payments made because of illness or disability;
4. the gross amount of any old age security, federal guaranteed income supplement, spouse's allowance and financial assistance under the Ontario Guaranteed Annual Income System (GAINS);
5. the gross amount of every kind of pension, allowance, benefit and annuity, whether from a federal, provincial or municipal government and/or any other level of government, whether or not within Canada, or from any other source;
6. the gross amount of alimony, separation, maintenance or support payments;
7. the gross amount of gains from investments, including interest or dividends on stocks, shares, mutual funds and other securities and, where the actual income cannot be determined, an imputed rate of return set by us from time to time, together with the gross interest income from savings or chequing accounts in a bank, a trust company or a credit union, in addition to the gross amount of interest earned or payable from bonds, debentures, term deposits, investments, certificates, mortgages, capital gains or lump sum payments or other assets; and
8. an imputed income equal to the total appraised value of all assets or investments which do not produce interest or income but are intended to appreciate in value or are given away, all of which must be declared by the tenant, multiplied by a rate of return set by the government from time to time.

Initialed by Tenant as schedule read \_\_\_\_\_