



Tenancy Agreement

This Tenancy Agreement, made in duplicate, on the date below written

Between: **Greater Sudbury Housing Corporation**
(the "Landlord")

– and –

«Name»
(the "Tenant")

Defined Terms

1. The definitions set out in Schedule "A", attached, form part of this Tenancy Agreement.

Rental Unit

2. In exchange for the rents, agreements and obligations contained in this Tenancy Agreement, and of the facts stated by the Tenant in the Application for Rent-Geared -to-Income Assistance, the Landlord leases the Tenant the following Rental Unit:

Suite, Apartment or Housing Unit No **«Apt»**
Situating at **«Address»**
and being in the **«CityTown»** of **«City»** **«PostalCode»**

Term

3. The term of this Tenancy Agreement shall be (1) month, commencing on the first day of **«Month»**, 20**«Year»** and terminating on the **«Date»** day of **«Month»**, 20**«Year»**.

Rent Amounts

4. (1) All amounts payable to the Landlord are payable in advance on the first day of every month of the Term to the Greater Sudbury Housing Corporation, or to such other name or place the Landlord may designate from time to time. If the Tenant's income, assets or household composition changes, rent-geared-to-income (RGI) rent payable is subject to change and, where applicable, such RGI rent is subject to change on a retroactive basis, or the Tenant may no longer be eligible for RGI assistance. The Tenant acknowledges the obligation to pay the service charge together with an administration charge as allowed by Ontario law, for any cheque given by the Tenant to the Landlord that is not honoured. It is understood that any payment the Tenant makes to the Landlord will be applied against the Tenant's account in the Landlord's sole discretion, payments will generally be applied to the oldest outstanding debt, whether that debt is rent, services charges or fees, unpaid services and facilities for which the Tenant is responsible, or any other monies owing to the Landlord by the Tenant which the Landlord is entitled to collect.

Services and Facilities Provided

(2) The Services and Facilities included in the Rent and paid for by the Landlord, are as follows: **«Utilities»**.

a) RGI Rent payable as of the first day of the Term is: \$ **«Total»**

The above Rent is subject to adjustment based on whether or not the Landlord provides certain Services or Facilities, or whether the Tenant is obligated to pay for such Services and Facilities. The adjustments to the Rent are set out in Ontario Regulation 298/01 tables 6, 7, 8, 9 and 10, as amended. The Tenant may request a copy of the tables and acknowledges having been explained the adjustment process.

Rent Geared to Income Charge	\$ «Rent»
Utility Charges / Allowances	\$ «Pscale»
Parking Charges	\$ «Parking»

b) Total Monthly Rent-Geared-to-Income payable **\$«Total»**

TOTAL MARKET RENT	\$«MarketRent»
-------------------	-----------------------

- c) In the event the Term of this Tenancy Agreement begins on a day other than the 1st day of a month, a pro-rated Rent of \$«Prorateamount» shall be paid. The pro-rated rent is calculated to cover the partial monthly occupancy from «Proratedate».
- d) The Tenant is responsible for the payment of any expenses, charges, services, deposits and/or appliances required but not paid for by the Landlord or included in the rent. Where applicable, the Tenant is responsible for the contract and direct payment of the Services and/or facilities, such as hydro, cable, telephone, heating fuel, rentals, etc...

Last Month's Rent Deposit

- 5. The Tenant acknowledges responsibility for paying a last month's rent deposit to the Landlord in the sum of \$ **(Not Applicable)**. If the Tenant is unable to pay the deposit in its entirety before taking possession of the Rental Unit, the Landlord and the Tenant shall enter into a payment schedule, in a form and manner acceptable to the Landlord. Should the Tenant default in the payment of a last month's rent deposit pursuant to the payment schedule, any outstanding amounts shall be considered rent. The Tenant acknowledges the responsibility to maintain the last month's rent deposit in an amount equal to the current monthly Rent subject to adjustments to be made at the annual review of the Tenant's income, assets and household composition. The Landlord will pay the Tenant interest on the deposit, if any, at least once in every 12 month period, at a rate and in a manner required by the laws of Ontario.

Overholding

- 6. In the event the Tenant remains in occupation of the Rental Unit after the expiration of the Term, the Tenant shall be deemed to be a Tenant from month to month. The terms and conditions contained in this Tenancy Agreement shall continue to have effect, except that the rent required to be paid by the Tenant may be changed from time to time by the Landlord, upon such notice to the Tenant as may be required by law.

Rights of Entry

- 7. **Entry without Notice**

- (1) **Emergencies**

In cases of emergency, of which the Landlord shall be the sole judge, the Landlord may immediately enter the Rental Unit, at any time, without notice.

- (2) **Entry to show Rental Unit**

A Landlord may enter the Rental Unit without written notice to show the Rental Unit to prospective Tenants if,

- (a) The Landlord and Tenant have agreed that the tenancy will be terminated or one of them has given notice of termination to the other;
- (b) The Landlord enters the Rental Unit between the hours of 8 a.m. and 8 p.m.; and
- (c) Before entering, the Landlord informs or makes a reasonable effort to inform the Tenant of the intention to do so.

- (3) **Consent**

The Landlord may enter without notice if the Tenant consents at the time of entry.

Entry with Notice

- (4) **Inspections**

The Tenant shall permit the Landlord and persons having authority from the Landlord, on twenty-four (24) hours prior written notice, to enter the Rental Unit for the purposes of inspecting the condition of the Rental Unit, to carry out a repair or to perform work in the Rental Unit, and for the purposes of determining the Tenant's continued qualification under the Social Housing Reform Act. The written notice shall specify the reason for entry, the day of entry and a time of entry between the hours of 8 a.m. and 8 p.m.

- (5) **Other Reasons**

The Landlord may also enter a Rental Unit in accordance with written notice given to the Tenant at least 24 hours before the time of entry, under the following circumstances:

To allow a potential mortgagee or insurer of the Residential Complex to view the Rental Unit, to allow a potential purchaser to view the Rental Unit.

For any other reasonable reason for entry specified in the Tenancy Agreement.

The written notice shall specify the reason for entry, the day of entry and a time of entry between the hours of 8:00 a.m. and 8:00 p.m.

- (6) **Notes, Photographs and/or Video Recording.**

When entering the unit in accordance with section (7) Rights of Entry, 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.

TENANT'S OBLIGATIONS

The Tenant covenants as follows:

Rent

8. The Tenant shall pay the rent to the Landlord, in the manner set out in paragraph 4, without any deduction.

Services and Facilities for which the tenant is responsible

9. The Tenant shall satisfy payment of such Services and Facilities and other charges associated with the Rental Unit. The account or accounts in respect of such Services and Facilities or other charges shall be held in the Tenant's name and shall not be terminated before the end of the tenancy without the Landlord's written permission.

Parking

10. The tenant shall not have any right to use the parking facilities, except as permitted by the landlord. The landlord may, upon written request of the tenant and where parking space is available, permit the tenant to park for a fee allowable by Ontario law in a parking area designated by the Landlord, a properly licensed and roadworthy passenger vehicle or any other motor or recreational vehicle acceptable to the landlord. The tenant will affix to each passenger vehicle permitted to be parked, a decal, label or other distinguishing marker as the landlord may designate for purposes of identification at the request of the landlord. Should the tenant request an additional parking space, the landlord at his sole discretion may allocate an additional space, at the current rate chargeable for additional parking, as allowed by Ontario law.

The tenant's vehicle shall be kept in the residential complex entirely at the risk of the tenant. The tenant acknowledges that under no circumstances are the parking areas or driveways to be used for washing or repairing vehicles unless an area for such purpose has been designated by the landlord or agent. Any vehicles that have been found abandoned or without current license plates or in an inoperable condition or parked in unauthorized area, at the sole discretion of the landlord and/or his agent, may be towed away at the vehicle owner's expense without notice. Should the tenant's vehicle damage the residential complex and/or the parking area, the landlord may do the necessary work and charge the tenant the total cost of repairs.

The tenant acknowledges that parking if granted, is for the sole use of the tenant and the tenant cannot assign parking privileges to another person. Guest parking if available shall be in an area designated by the landlord, and tenant must register guests to obtain parking privileges, at a fee established by the landlord.

Restrictions on Use of Rental Unit

11. The Tenant shall not carry on or permit to be carried on, any business, professional or commercial enterprise, in the Rental Unit, without the prior written approval of the Landlord, and such approval may be arbitrarily or unreasonably withheld. The Tenant shall not use or permit the Rental Unit to be used for any illegal purpose.

Assignment/Sublet

12. The Tenant shall not assign or sublet all or any part of the Rental Unit.

Occupants

13. Only the following person(s) may occupy the Rental Unit with the Tenant and the Tenant shall not allow any other person to occupy the Rental Unit without the prior written approval of the Landlord.

Name	Relationship to Tenant
«Child1»	«Relationship1»
«Child2»	«Relationship2»
«Child3»	«Relationship3»
«Child4»	«Relationship4»
«Child5»	«Relationship5»
«Child6»	«Relationship6»
«Child7»	«Relationship7»

These persons listed by name are Occupants and not Tenants. Their occupancy rights end when the tenancy is terminated, and the Occupants shall not under any circumstances whatsoever, become Tenants, including but not limited to the event of the death of a sole Tenant. Should the Tenants cease to occupy the Rental Unit for any reason, including death, it is understood that the persons named above as Occupants are not considered Tenants and that the Landlord may take action to evict the Occupants as trespassers.

Guests

14. Guests shall not be permitted to remain in the Rental Unit except as provided in the "Guest Policy of **Greater Sudbury Housing Corporation**" which will be provided to the tenant upon request and is available for viewing in the office. A guest is treated as an occupant and when the tenancy is terminated the guest must leave.
- Should a guest be accepted by the Landlord as a Tenant, pursuant to the Guest Policy and the eligibility requirements, all of the Tenants will be required to sign a new lease and will be bound by the terms and conditions of the Tenancy Agreement.
- If a guest remains in the Rental Unit beyond the period set out in the Guest Policy, without the written permission of the Landlord, the Tenant is deemed to be ineligible for rent geared to income assistance and the Landlord, at his sole discretion, may serve a notice of rent increase to market rent, and/or a notice of eviction.

Periodic Review -Income, Assets, Household Composition and Eligibility

15. The Tenant acknowledges the obligation to provide the Landlord at least once in every 12 month period, or more frequently should the Landlord so request, such information and documentation as required by the Landlord within the time period specified by the Landlord. The required documentation and information shall include details about the household composition, income and asset verification, as well as eligibility criteria as required by the Social Housing Reform Act, its associated regulations, and any local rules, all of which may be amended from time to time. The Tenant may request a copy of the rules regarding eligibility, income and asset review and household composition.

Notice of Changes

16. Within 30 calendar days, or such other period as may be permitted under any local rules, the Social Housing Reform Act, or associated regulations, the Tenant shall advise the Landlord in writing of any change in a document or information, that the Tenant has provided to the Landlord, and shall provide the changed document to the Landlord, within the time frame specified by the Landlord. The Tenant reporting the change and all other members of the Household shall sign a consent and declaration form as provided by the Landlord.

Qualifications for Occupancy

17. Should the Landlord determine as a result of a change in Household composition, that the Tenant no longer qualifies for the size and type of unit then occupied, based on the local occupancy standard established by the City of Greater Sudbury, which may be amended from time to time, the Tenant shall be considered Overhoused. Overhousing rules shall apply to the Tenant, as such rules are set out in the Landlord's internal transfer policy, the Social Housing Reform Act, its associated regulations, and any local rules, all of which may be amended from time to time. A copy of the Landlord's internal transfer policy and the local occupancy standard are available upon request.
- If the Tenant refuses three offers of an appropriately sized unit, in a building to which the Tenant made application, after being placed on the centralized waiting list, the Tenant is deemed to be ineligible for rent geared to income assistance and the Landlord, at its sole discretion, may serve the Tenant with a notice of rent increase to market rent, and/or a notice of eviction.

Eligibility and Occupancy and Continued Qualification for Occupancy

18. The Tenant shall cease to meet the qualifications for occupancy of the Rental Unit, if the Tenant fails to comply with the requirements of the Social Housing Reform Act, its associated regulations and any local rules, all of which may be amended from time to time. If a Tenant ceases to qualify for RGI assistance, the Landlord in its sole discretion, may serve the Tenant with a notice of termination and or serve a notice of rent increase to market rent. The Tenant also acknowledges that should the Landlord later determine that the Tenant misrepresented any statement on the application for social housing, the Tenant shall cease to be eligible for RGI assistance and the Landlord may serve the Tenant with a notice of termination and/or a notice of rent increase to market rent.

Misrepresentation of Income

19. The Tenant shall provide the Landlord with complete and accurate information and documentation concerning the Tenant's income. If the Tenant misrepresents the Household's income, the Landlord may, at its sole discretion, terminate the tenancy and/or apply for an order requiring payment of the money that the Tenant would have been required to pay if the Tenant had not misrepresented its Household Income and/or serve a notice of rent increase to the Tenant to pay market rent.

Cleanliness

20. The Tenant is responsible for ordinary cleanliness of the Rental Unit and shall notify the Landlord immediately, orally and in writing, of the presence of Household Pests in the Rental Unit or the Residential Complex.

Notification of Needed Repairs

21. The Tenant shall notify the Landlord in writing, immediately of any equipment, appliance or fixture, owned by the Landlord, in need of repair.

Repair of Damage

22. With the exception of reasonable wear and tear, the Tenant shall be responsible for the repair of any damage caused by the willful or negligent conduct of the Tenant or other Occupants of the Rental Unit, or persons who are permitted in the Residential Complex by the Tenant. Repairs for which the Tenant is responsible may be made by the Landlord and shall be charged to the Tenant or may be made by the Tenant, with the prior written approval of the Landlord.

Alterations

23. The Tenant shall not make any alterations to the Rental Unit, alter the equipment or install fixtures in the Rental Unit (Alterations) without the prior written approval of the Landlord, which approval may be unreasonably or arbitrarily withheld. The Tenant shall provide written notice to the Landlord of the extent of such Alterations intended to be made to the Rental Unit. In the event that the Landlord approves the Tenant's alterations, the Landlord shall notify the Tenant in writing that, upon the termination of the tenancy, the Tenant is required to either return the Rental Unit to a condition which existed at the date of occupancy of the Rental Unit, or that such Alterations shall become the property of the Landlord for which no payment will be made to the Tenant. In the event the Tenant effects the Alterations without the prior written approval of the Landlord, or does not restore the Rental Unit to a condition which existed at the date of occupancy of the Rental Unit - if such condition was imposed on the Tenant - the Landlord may complete all necessary work to restore the Rental Unit to the condition which existed at the date of occupancy of the Rental Unit and may pursue the Tenant for the recovery of such costs of restoration. Any restoration required under this paragraph shall meet the health, safety; building and other standards required by law and shall conform in type and quality of workmanship and materials to those, which exist in the rest of the Residential Complex.

Decorations

24. In the event the Tenant has decorated the Rental Unit without the Landlord's written permission - decorating but not limited to painting, hanging of wallpaper, installing shelves, putting nails or screws in the wall, - the Tenant shall be responsible for the removal of any wallpaper, the patching of any holes and the restoration of all affected surfaces with such restoration to conform in type and quality of workmanship and materials to those which exist in the rest of the Residential Complex. In the event the Tenant fails to restore the Rental Unit, the Landlord may affect all restoration work and may pursue the Tenant for the costs of such restoration.

Noise or Other Disturbance

25. The Tenant, other Occupants of the Rental Unit, or persons who are permitted in the Residential Complex or the Rental Unit by the Tenant, shall not make, permit or allow any improper noise to be made in or about the Residential Complex or the Rental Unit, or do anything, which may disturb or interfere with the rights, privileges or interests of the Landlord or other Tenants.

Fire Hazards

26. The Tenant shall not allow any activity or permit any condition to exist in the Residential Complex or Rental Unit that may create a fire hazard.

Termination

27. Upon termination of this tenancy, the Tenant acknowledges the obligation to deliver up possession of the Rental Unit to the Landlord or its authorized agent and further to surrender all keys relating to the Rental Unit no later than on the last day of the term of this tenancy. The Tenant acknowledges responsibility for leaving the Rental Unit in a good state of repair and cleanliness, and will be held responsible for any costs beyond normal wear and tear. If the Tenant does not vacate the Rental Unit on the date of termination and the Landlord has re-rented the Rental Unit to a new Tenant, then the Tenant will, in addition to all liability for compensation to the Landlord for overholding, indemnify the Landlord for all costs incurred.

Notice of Termination

28. The Tenant shall give the Landlord at least sixty (60) days prior written notice of the intention to vacate the Rental Unit, such notice to be in a form and manner required by Ontario law.

Pets

29. (1) The Tenant shall not keep or have in the Rental Unit or in the Residential Complex at any time a species or breed of animal that:
- (a) Causes another resident or staff of the Residential Complex to suffer a serious allergic reaction
 - (b) Is inherently dangerous to the safety of other residents and visitors of the Residential Complex
 - (c) Not allowed by municipal by-laws
 - (d) Not allowed under Provincial or Federal laws

- (2) The Tenant may keep a pet in the Rental Unit if the Tenant:
 - (e) Complies with the Landlord's reasonable rules, regulations and policies governing pets in the Residential Complex
 - (f) The pet does not cause personal injury, property damage, or make an unreasonable amount of noise, or create a nuisance or disturbs other residents or visitors of the Residential Complex
 - (g) Cares for the pet in a hygienic and proper manner so as the pet is not cause for legitimate complaint by other persons
 - (h) Complies with municipal by-laws with respect to the keeping of pets or noise.
- (3) The Tenant acknowledges sole responsibility, and shall satisfy payment of the cost of repair or replacement for any damages or loss caused by the pet.

Service calls

30. The Tenant acknowledges responsibility to reimburse the Landlord for any maintenance or service calls performed by the Landlord, if the need for such service call or maintenance is caused by Alterations made by the Tenant or Household, the willful, negligent or accidental conduct of the Tenant or Household members or the Tenant's invitees. It is understood that the Landlord or its agents do not provide lock-out service and such service is not included in the rent. If a Tenant is locked out of the Rental Unit or Residential Complex and asks the Landlord to provide access to the Rental Unit, the Tenant must provide sufficient proof to the Landlord or its authorized agents, of their identity or the identity of the Tenant or an authorized Household member. It is the Tenant's sole responsibility to contact a lock-out service provider in the event that he/she becomes locked out. The Landlord will then be contacted by the lock out service provider to confirm residency before providing lock out service. The Tenant must arrange payment directly with the lock-out service provider.

Snow Removal, Lawn Care and Curb Appeal

31. (1) If the Rental Unit is a townhouse, the Tenant acknowledges responsibility, at the Tenant's expense, for the removal of ice and of snow to and from the walkways of the Rental Unit, including sidewalks fronting and/or abutting and serving the Rental Unit in a manner that complies with municipal by-laws, creates safe use of the walkways and is consistent with the actions of a prudent owner of the Rental Unit and Residential Complex. Should the Landlord deem it necessary, at its sole discretion, to undertake any of the tasks noted above, to ensure the continued safety of its residents and to comply with any municipal by-laws, the Tenant acknowledges sole responsibility to reimburse the Landlord and further acknowledges the Landlord's right to pursue any legal avenue available to recover such costs.
- (2) If the Rental Unit is a detached or semi-detached house or other accommodation that is not a townhouse or apartment having a common parking lot, the Tenant acknowledges responsibility, for payment of the following services:
- (a) The removal of ice and snow to and from all walkways and driveways, porches and areas of access and egress to the Rental Unit and Residential Complex, in the same manner that a prudent owner of the Rental Unit and Residential Complex would perform and in a manner that creates the safe use of the areas of access and egress, walks, driveways and porches and in a manner that complies with municipal bylaws.
 - (b) The proper landscaping of the lawns and planted areas in a manner that creates an attractive appearance and does not generate complaints and complies with municipal bylaws (Curb Appeal).
- (3) Should the Landlord deem it necessary, at its sole discretion, to undertake any of the tasks described in Paragraph 31(2), to ensure the continued safety of its residents and to comply with any municipal by-laws or maintain the integrity and Curb Appeal of the Residential Complex, the Tenant acknowledges sole responsibility to reimburse the Landlord for such costs and further acknowledges the Landlord's right to pursue any legal avenue available to recover such costs.

Rules and Regulations

32. The Tenant shall comply with the Rules and Regulations set out in Schedule B, attached, as well as any revisions or additions that the Landlord may make and communicate to the Tenant. The Tenant shall ensure that the Rules and Regulations are observed by other Occupants of the Rental Unit, or persons who are permitted in the Residential Complex by the Tenant.

LANDLORD'S OBLIGATIONS

The Landlord covenants as follows:

Quiet Enjoyment

33. The Landlord shall not, at any time during the Tenant's occupancy of the Rental Unit and prior to the execution of an eviction order, substantially interfere with the Tenant's possession and reasonable enjoyment of the Rental Unit.

Appliances

34. The Landlord shall keep the appliances, if provided by the Landlord, in proper working order, except where they have been damaged by the Tenant, other Occupants of the Rental Unit, or persons who are permitted in the Residential Complex or Rental Unit by the Tenant, in which case, the Tenant shall be responsible for the repairs.

Repairs

35. Subject to the Tenant's obligations set out in this Tenancy Agreement, the Landlord shall maintain the Rental Unit and the Residential Complex in a good state of repair and fit for habitation at the time of entering into the Tenancy Agreement and throughout the tenancy and shall comply with health, safety, housing and maintenance standards. Upon being notified in writing by the Tenant that any items are in need of repair, the Landlord shall make any necessary repairs within a reasonable period of time. The Landlord shall not be held responsible for damages or personal discomfort resulting from a breakdown of the electrical, mechanical or heating systems or from any other matter which the Landlord, in exercising reasonable diligence, could not have known about or expected, or the cause for which is outside its reasonable control.

Access to Premises

36. The Landlord shall permit the Tenant, other Occupants of the Rental Unit, or persons who are permitted in the Rental Unit and Residential Complex by the Tenant, to enter the Rental Unit through the entrances to the building and through the lobbies, passageways, elevators and stairways leading to the Rental Unit.

Apartment Buildings

37. If the Rental Unit is situated in an apartment building, the Landlord shall provide janitorial services for the reasonable care and maintenance of the Residential Complex and shall provide reasonable facilities for garbage disposal.

GENERAL TERMS

The Tenant acknowledges the following:

Statute, Local Rules

38. The Social Housing Reform Act, the Residential Tenancies Act, and their associated regulations and any local rules established by the City of Greater Sudbury, Housing Services, apply to this Tenancy Agreement. The Tenant acknowledges responsibility for requesting copies of local rules, policies and procedures that are available from the Landlord.

Locks

39. The Landlord shall not alter the locking system on any door giving entry to the Rental Unit or the Residential Complex or cause the locking system to be altered during the Tenant's occupancy of the Rental Unit, without giving the Tenant a replacement key. The Tenant shall not alter the locking system on any door giving entry to the Rental Unit or the Residential Complex or cause the locking system to be altered during the Tenant's occupancy of the Rental Unit, without the written consent of the Landlord.

Abandonment

40. In the event the Tenant fails to take possession of the Rental Unit or vacates or abandons the Rental Unit, without giving proper notice to the Landlord, the Landlord may, without notice, re-enter and re-let the Rental Unit, without prejudice to its right to claim damages against the Tenant for unpaid rent or other losses or damages suffered by the Landlord.

Disposal of Property

41. In the event the Tenant vacates, abandons or is evicted from the Rental Unit, the Landlord may sell, retain or otherwise dispose of any property found in or about the Rental Unit in accordance with the law of Ontario. The Tenant shall pay to the Landlord all costs incurred by the Landlord to store, remove and dispose of the property.

Tax Assessment

42. The Tenant appoints the Landlord as its sole agent for the purposes of disputing any assessment of the Rental Unit for municipal taxes, including giving notices and taking any necessary proceedings.

Interpretation

43. (a) This Tenancy Agreement shall be read with all changes of gender and number as may be required by the context.
(b) Any reference to the Tenant in this Tenancy Agreement shall be deemed to include each of the Tenants and their respective heirs, estate trustees and administrators, and all rights and obligations in this Tenancy Agreement shall be construed as being both joint and several.
(c) The laws of the Province of Ontario shall apply to the interpretation of this Tenancy Agreement, and any reference to a statute in this Tenancy Agreement includes any subsequent amendments or replacement and substitution of that statute. Should any clause in the Tenancy Agreement be rendered void, the remainder of the Tenancy Agreement shall remain in full force and effect.

General Provisions

The Landlord's ability to pursue the Tenant for any breach of the Tenancy Agreement survives the term of the Tenancy Agreement.

Signed this ____ day of _____, 20 ____ .

Landlord
Greater Sudbury Housing Corporation
10 Elm St., Suite 401, P.O. Box 430
Sudbury, ON P3E 4P6

Witness

Tenant

The Landlord acknowledges responsibility for providing fully executed copy of the Tenancy Agreement to the Tenant within 21 days of the Tenancy Agreement being signed by the Tenant.

SCHEDULE "A"

Definitions

In the Tenancy Agreement:

Application for Rent-Geared -to-Income Assistance is the application to the City of Greater Sudbury, Housing Registry, which determines eligibility for accommodation in subsidized or public housing

Household means an individual who lives alone or two or more individuals who live together

Household Income means the combined income, less any deductions that the Landlord may specify, in writing, from time to time, of:

- (a) the Tenant and every person residing in the Rental Unit; and
- (b) every Tenant on the Tenancy Agreement temporarily resident elsewhere.

Refer to the Application for Rent-Geared-to-Income Assistance, the Social Housing Reform Act, its associated regulations and any local rules for further information

Household Pests means undesirable insects, mammals or other vermin, and includes, but is not limited to ants, cockroaches, silverfish, mice, rats or other rodents.

Occupant means a dependent child under the age of sixteen, and includes a guest that is staying with the Tenant with the written permission of the Landlord.

Overhoused means a Household that occupies a rent-geared-to-income unit that is larger than the largest unit in respect of which the Household is eligible to receive rent-geared-to-income assistance.

Rent includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a Tenant to a Landlord or the Landlord's agent for the right to occupy a Rental Unit and for any services and facilities and any privilege, accommodation or thing that the Landlord provides for the Tenant in respect of the occupancy of the Rental Unit, whether or not a separate charge is made for Services and Facilities or for the privilege, accommodation or thing.

Rent-geared-to-income assistance means financial assistance provided in respect of a Household under a housing program to reduce the amount the Household must otherwise pay to occupy a unit in a housing project.

Rent-geared-to-income unit means a unit in a housing project that either is occupied by a Household receiving rent-geared-to-income assistance or is available for occupancy by a Household eligible for rent-geared-to-income assistance;

Residential Complex means a building or related group of buildings in which one or more Rental Units are located, a mobile home park or land lease community, a site that is a Rental Unit, a care home, and includes all common areas and Services and Facilities available for the use of its residents; ("ensemble d'habitation").

Rental Unit means any living accommodation used or intended for use as rented residential premises.

Services and Facilities includes but are not limited to:

- (a) furniture, appliances and furnishings,
- (b) parking and related facilities,
- (c) laundry facilities,
- (d) elevator facilities,
- (e) common recreational facilities,
- (f) garbage facilities and related services,
- (g) cleaning and maintenance services,
- (h) storage facilities,
- (i) intercom systems,
- (j) cable television facilities,
- (k) heating facilities and services,
- (l) air-conditioning facilities,
- (m) utilities and related services, and
- (n) security services and facilities; ("services et installations")

SCHEDULE "B"

Rules and Regulations

Moving

1. The Tenant's personal property shall not be taken into or removed from the Residential Complex, except at a time and in a manner that has been approved by the Landlord. The Tenant shall reimburse the Landlord for all damages to the Rental Unit or the Residential Complex, caused by moving the Tenant's personal property into or out of the Residential Complex.

Keys

2. The Tenant shall be furnished with one (1) key to the Rental Unit and shall return all keys to the Landlord when vacating the Rental Unit.

Pest Control

3. The Tenant's personal property shall be in a clean and sanitary condition, and shall be free from Household Pests. The Landlord may inspect the Tenant's personal property before it is moved into the Rental Unit, and may require the Tenant to have it treated at the Tenant's own expense and to the satisfaction of the Landlord, to ensure that Household Pests have been eliminated. The Landlord, between the hours of 8 am and 8 p.m., shall have the right to enter the Rental Unit, upon giving twenty-four (24) hours prior written notice to the Tenant, to inspect the sanitary condition of the Rental Unit and the Tenant's personal property, and to perform, when necessary, in its opinion, and at the Tenant's expense, all appropriate pest control treatments required to eliminate Household Pests from the Rental Unit and the Residential Complex.

Halls

4. The sidewalks, passages, public halls, stairways, fire escapes and vestibules shall not be obstructed or used for any purpose other than gaining access to and from the Rental Unit.

Windows, Screens Balconies

5. No articles of any description shall be hung from the windows, doors or balconies and nothing shall be placed on the exterior windowsills or stored on the balconies. The Tenant shall not throw any article from a window or balcony or remove any window screen, pane or window safety stops except for cleaning or repair purposes and any window screen or pane shall be replaced immediately after being cleaned or repaired. The Tenant will use the balcony and/or patio, if any, for its intended and usual purpose and will not use or permit the balcony/patio, to be utilized for the hanging or drying of clothes. In addition, the Tenant will keep the balconies in a clean condition, free of all furniture, goods and other effects, except seasonal furniture. The Tenant agrees to maintain the balcony/patio area in a neat and attractive appearance. The washing of balcony/patio floors shall be done in such manner as not to allow for interference with others in any way.

Barbecuing

6. The Tenant shall not barbecue on the balcony.

Safety Equipment

7. The Tenant shall not tamper with or disconnect any heat, smoke or carbon monoxide detectors, fire alarms, door closers, or any other safety equipment installed by the Landlord, in the Rental Unit or the Residential Complex.

Wiring and Plumbing

8. The Tenant shall not install additional heating units or electrical wiring in the Rental Unit, without the prior written approval of the Landlord. The Tenant shall not overload the electrical circuits or use fuses in excess of fifteen (15) amperes in the lighting circuits or use the electrical, plumbing or gas equipment for any purposes other than those for which they were constructed.

Vents

9. Air-vents attached to steam radiators shall not be opened or tampered with by the Tenant, and radiator valves must be turned off tight or on full.

Water

10. The Tenant shall not leave water running, unless it is being used.

Laundry Equipment

11. Washing machines or clothes dryers shall not be used in Rental Unit situated in an apartment building.

Air Conditioners

12. Air conditioners shall not be used in Rental Unit, without the prior written approval of the Landlord, which permission may be arbitrarily refused. The Landlord may charge a fee for each air conditioner used in the Rental Unit.

Exterior Installations

- 13. The Tenant shall not use or install any radio antenna, television antenna or satellite dish located outside the Rental Unit without the prior written approval of the Landlord.

Signs

- 14. The Tenant shall not display any sign, advertisement or notice, in or about the Rental Unit, except for Campaign posters during a Federal, Provincial or Municipal election.

Garbage

- 15. All garbage shall be disposed of as directed by the Landlord. Tenants living in apartment buildings shall not use the garbage chute for the disposal of aerosol cans, explosive or combustible materials or any burning materials. Tenants that live in townhouse and stacked units must dispose of Household garbage in the bins located in the Residential Complex. Tenants living in townhouse, semi-detached, single family and stacked units shall not leave any Household garbage in the yard area. If the Tenant stores garbage in the yard area, the Landlord may dispose of the Household garbage and charge the Tenant the cost of the removal. In all cases, Tenants must comply with municipal bylaws concerning the disposal of Household garbage and any other items. Items that Tenants wish to dispose of that are not considered Household garbage are to be disposed of by the Tenant at its sole expense. If the Tenant does not properly dispose of items other than Household garbage, the Landlord may at its sole discretion, dispose of the items and charge the Tenant the cost of the removal. The Tenant acknowledges the obligation to comply with the Landlord's waste management system.

Personal Property

- 16. All personal property placed in the Rental Unit or in any part of the Residential Complex shall be at the sole risk of the owner of the personal property. The Landlord shall not be responsible for any loss or damage to the personal property from any cause, other than through the negligent or willful conduct of the Landlord.

Insurance

- 17. The Tenant shall be responsible for obtaining, at its own expense, adequate insurance coverage against damage to the Rental Unit, loss of personal property and public liability (all signatories to the lease must initial). _____

Respect

- 18. The Tenant shall respect the rights, privileges and interests of other Tenants.

Resident's Guide

- 19. The Tenant acknowledges receiving a copy of the Resident's Guide or Resident's Handbook, if such document is published or provided by the Landlord.