

Building & Management Policy

To be applied in conjunction with the Standard Ontario Lease Agreement (SOLA) under section 15 “Additional Terms”, hereby made pursuant to the Landlord Tenant(s) Act, the Condominium Act, amendments thereto and any successor legislation, hereinafter referred to as the “Applicable Legislation”.

Terms & Policies

1. The Tenant(s) agree to provide valid photo ID for all occupants to be residing in the property.
2. The Tenant(s) will deposit with the Landlord one month’s rent to be held and applied to last month’s rent, immediately preceding the termination of the tenancy. Upon renewal or extension of the lease, the Tenant(s) shall deposit such additional sum of money as may be required to increase the deposit to the monthly rent to be paid in the ensuing period. Failure to do so shall place the Tenant(s) in arrears of the obligation to pay rent entitling the Landlord to exercise such remedies as may be available for enforcement. All such rent deposits shall bear interest which will be paid in accordance with the Applicable Legislation.
3. The Tenant(s) agrees that during the term of the tenancy, the rented premises will be used for the sole purpose of a residential dwelling not to be occupied by more than 1 occupant per room with no pets.
4. **Allergen Policy:** Due to allergies of staff, animals, pets or livestock are not permitted in the home as it may interfere with the reasonable enjoyment of other others and may prevent Spotted Properties staff from conducting services to your residence.
5. The Tenant(s) further agree not to exercise or carry on, or permit to be exercised or carried on, in or upon the rented premises or any part of thereof, any trade, business, occupation or illegal act.
6. The Tenant(s) shall not without first obtaining the written consent of the Landlord, alter or cause to be altered, the lock on any entry door to the rented premises or affix an additional lock or night latch upon any entry door. The Tenant(s) agrees to provide the Landlord with a duplicate key for any additional lock, which is installed with the written consent of the Landlord, on any entry door to the rented premises. The Tenant(s) further agrees to return all keys and access cards to the Landlord at the termination of the tenancy. If any keys are lost and not returned by the end of a tenancy, or keys are lost or stolen and need to be replaced during the term of the tenancy, a service fee for the replacement may be applied.
7. The Landlord, its agents or employees may enter the rented premises between 8:00 a.m. and 8:00 p.m.: (a) with notice to show the rented premises to prospective Tenant(s) or buyers after notice of termination has been given, or the renewal period has passed, (b) with twenty-four hours written notice specifying the time of entry, (c) within 3 (three) business days during regular business hours after a maintenance request has been made.
Any entry may be granted with the consent of a Tenant at the time of entry or without consent in case of an emergency.
8. **As-is condition:** The Tenant(s) acknowledge the rental dwelling is being rented “as-is”. The landlord or management is under no obligation to upgrade the dwelling in a manner not required by building or safety standards. If any agreement to upgrade the dwelling has been arranged, it will be indicated in an ammendment attached to the signing of the lease agreement.
9. **Dwelling Condition:** The Tenant(s) agree to keep the rented premises in an ordinary state of cleanliness and to repair any damage caused by the willful or negligent conduct of the Tenant(s), the Tenant(s)’s family, occupants, guests, or any person permitted in or about the rented premises by the Tenant(s), including the cost of replacement of any glass and fixtures which may be broken, cracked or damaged in any matter and to keep the appliances belonging to the Landlord in good and clean condition. The

Initials _____

Tenant(s) will leave the rented premises in good repair, with reasonable wear and tear to be expected. The Tenant(s) further agrees to comply with and adhere to all municipal property standards by-laws and corresponding compliance orders.

The Landlord will maintain the rented premises in a good state of repair, fit for habitation during the term of the tenancy and complying with health and safety standards required by law, notwithstanding that any state of non-repair existed to the knowledge of the Tenant(s) before the lease was entered. Subject to the provisions of the Applicable Legislation, the Landlord shall be entitled to enter the rented premises to view the state of repair and make such alterations, additions, renovations and repairs as deemed necessary at the sole discretion of the Landlord. It is agreed between the parties that the performance of alterations, additions, renovations or repairs to the rented premises, or the building in which they are situated, shall not constitute a breach of the Tenant(s)'s right to quiet enjoyment of the rented premises nor shall it entitle the Tenant(s) to any abatement of rent or damages of any kind.

The Tenant(s) acknowledges that the rental dwelling may not be of complete new construction and anything not infringing on building and safety standards shall be assumed by the Tenant(s) in "as-is condition". The Tenant(s) has 1 (one) week after the move-in date to notify the management or landlord of any deficiencies in construction or safety to the property. After this time, deficiencies must be handled and evaluated case by case.

10. The Landlord has equipped the rented premises with a smoke detector and carbon monoxide detector or a dual detection device. The Tenant(s) agree not to, under any circumstances, disable or tamper with said safety device and to notify the Management / Landlord immediately, should the unit become inoperable. The Tenant(s) further agrees to indemnify the Landlord with respect to any claims, actions, suits, proceedings, damages, costs and expenses that the Landlord may incur because of the Tenant(s)'s failure to notify the Management / Landlord of any safety device not in proper functioning order.
11. The Landlord/management shall not be liable for any injury or damage to any person or property, including vehicles and their contents, in or about the rented premises or near the rented premises or the building in which they are contained without limitation, from gas, water, sewage, steam, rain, heating fuel, snow, smoke or electricity which may leak into or flow from the rented premises or any part of the said building of which the rented premises are a part, or from the pipes, wires or plumbing works of the same or from any other place or quarter howsoever caused; nor for any damages arising from acts of neglect of other Tenant(s) or occupants of the same building or of any owners or occupants of adjacent property. In case of breakdown of the electrical system, the appliances or other mechanical systems, the Landlord will repair and conduct reasonable diligence but will not be liable for any damages or personal injury, loss or damage to property or otherwise. The Tenant(s) shall give the landlord prompt written notice of any accident or defect in the rented premises in which the rented premises are located.
12. The Tenant(s) agrees to purchase sufficient and suitable insurance coverage for the Tenant(s)'s own personal property as well as public liability insurance. The Tenant(s) insurance is to also cover any costs of accommodations required due to displacement from the unit. The Tenant(s) specifically acknowledge and agree that the Landlord does not warrant, guarantee, insure or assume any responsibility for or incur any liability for any bodily harm which may be occasioned to the Tenant(s), the Tenant(s)'s family, occupants, guests or any person permitted in or about the rented premises by the Tenant(s), for damage to or loss of their property which may be suffered, while in or about the rented premises or the common areas, howsoever such bodily harm, damages or losses may be caused.
13. In case of a breach by the Tenant(s) of any covenant, condition or promise contained in these terms, including default in payment of rent on any rent due date, the whole of the rent for the unexpired portion of the term shall immediately become due and payable and the landlord will have the right forthwith to terminate this tenancy. If any cheque given to the Landlord is returned by the Tenant(s)'s bank, or such bank refuses to honor any cheque, a service charge of **\$20.00** will be made, in addition to the bank fee's which the Tenant(s) hereby agree to pay and is to be recoverable by the Landlord in the same manner as rent in arrears.

Initials _____

14. If the Tenant(s) fails to take possession of the rented premises at the commencement of the term or abandons the rented premises before the end of the term, the Landlord shall have the right to take possession of the unit and re-let the unit for a new tenancy. Any personal belongings owned by the Tenant(s) and left on the rented premises at the time of abandonment may at any time thereafter be disposed of by the Landlord as may be seen fit and the Tenant(s) specifically agree that the net proceeds of any sale, after deducting the cost of moving, transportation, storage and sale, shall be applied to reduce any indebtedness of the Tenant(s) to the Landlord.
15. The Tenant(s), the Tenant(s)'s family, occupants, guests or any person permitted in or about the rented premises by the Tenant(s) shall not make or permit any improper noise in or about the rented premises or do anything that will annoy or disturb or interfere in any way with other Tenant(s) or those having business with them. If the Tenant(s)'s actions or behavior in any way contravene The Human Rights Code of Ontario vis-à-vis discrimination or harassment of other Tenant(s), the Landlord's agents or employees, shall constitute sufficient cause for termination of the tenancy and the Tenant(s) shall be responsible for all of the Landlord's losses, damages, costs and expenses resulting therefrom.
16. The Tenant(s) further agrees that the following rules and regulations shall be observed by the Tenant(s), the Tenant(s)'s family, occupants, guests or any person permitted in or about the rented premises by the Tenant(s):
- 1) Household furniture and personal effects shall be moved to and from the rented premises between the hours of 7:00a.m. and 9:00p.m. only.
 - 2) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant(s) on any part of the rented premises. The landlord may erect marketing signage upon the rented premises without hindrance or molestation.
 - 3) The Tenant(s) shall not encumber the window sills, door-caps, railings or any other part of the rented premises with goods, packages, flowerpots, boxes or any other articles. All window and glass doors are to be covered with blinds or draperies.
 - 4) The Tenant(s) shall use the lawns, gardens, walks and playgrounds within the area owned by the Landlord in a quiet and proper manner and with due regard to the comfort and convenience of other Tenant(s) and shall not damage in any way the grass, shrubs, flowers or trees upon the said grounds.
 - 5) Sidewalks, entryways and passageways used in common will not be obstructed or used by the Tenant(s) for any purpose other than proper access to and from the rented premises.
 - 6) No additional heating, cooling, electrical connections, appliances or plumbing shall be installed in the rented premises, without first obtaining the written consent of the landlord. If the Tenant(s) desire additional services such as alarm systems, satellite dishes, cable TV 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, cutting for wires will not be permitted.
 - 7) The Tenant(s) shall not make any alterations, additions or improvements to the rented premises without first obtaining the written consent of the landlord. When the tenancy ends, the Tenant(s) must remove all moveable property belonging to the Tenant(s). The Tenant(s) must also remove at the Tenant(s) own expense, any wallpapers, wall coverings, bookcases, cabinets, mirrors, painted murals and any other installations or attachment which the Tenant(s) may have installed in the rented premises, even if it done with the Landlord's consent. The Tenant(s) must restore to its original condition those portions of the rented premises affected by those installations and removals and shall restore all painted surfaces to the original color.
 - 8) No Tenant(s) shall do, or permit anything to be done in the rented 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 other Tenant(s) or the Landlord or in any way injure or annoy them, or in conflict with the laws relating to fires or with the regulations of the Fire Department or with any insurance rules and ordinances of the Board of Health or with any statute or municipal by-law.
 - 9) The Tenant(s) 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, parking garages, lockers, or storage rooms within the rented premises.
 - 10) The Tenant(s) agrees to **no smoking** on the premise.

Initials _____

- 11) All garbage is to be enclosed in plastic bags and disposed of at the specified times and location designated by the Landlord/municipality.
 - 12) The Tenant(s) is responsible for the removal of their own garbage, taken from the property to the curb for garbage day pickup. The Tenant(s) is permitted 1 (one) garbage bag, or 1 (one) garbage bin per household to put to the side of the curb unless otherwise specified. **It is the responsibility of the tenants to separate garbage appropriately, to avoid any animals such as raccoons or mice, creating a mess to the exterior of the property.** If there are no food products in the garbage, animals are less likely to rip open the garbage bags. Please place food based products in the green bins.
 - 13) The Tenant(s) are responsible for snow shoveling and lawn care unless otherwise specified.
 - 14) Indoor garbage cans are the responsibility of the Tenant(s).
 - 15) The Tenant(s) agrees to keep the exterior property in a clean and presentable manner, free of garbage, debris and any other clutter deemed unappealing to property standards. If at any time we must provide a removal service of said garbage and debris, a minimum removal fee of \$200.00 will be applied to resident(s).
 - 16) Tenant(s) or guests shall not flush any sanitary napkins, paper towels or any foreign objects into a toilet. Doing so shall result in Tenant(s) being charged with any necessary repairs or service fees.
17. The Tenant(s) agree not to sublet the property in any form or manner without the express written permission of the landlord or management. A sublet form must be signed by the management or landlord for consent to be given.
 18. The Tenant(s) agrees not to use the dwelling on Airbnb or any other such similarly rental sites.
 19. The Landlord or the Property Manager reserves the right to do an inspection of the rental unit once every 3 months with 24 hours' notice to ensure carbon monoxide detectors, fire extinguishers and smoke alarm are all in good working order.
 20. The Tenant(s) agree, that due to the nature of off-campus-housing, a renewal of the lease must be concluded on or before January 5th of the following year to the signing of this lease. It is agreed that if no renewal is signed, the property will be deemed available for new tenancy.
 21. Lock-out during business hours: \$20 service fee will apply; Unlock & key replacement fee \$30.00. Emergency service for lock-out: After business hours or weekends 5pm-10pm, \$75-dollar fee will apply; \$125.00/unlock 10pm-8am; payment will become due on the following rent cycle.
 22. The Tenant(s) hereby give permission to take pictures or video of the rental premise for future marketing purposes for either rent or selling.
 23. The Tenant(s) understand that adjustments may be made to this building policy however will be notified by email if any changes are made. All revisions will be updated on the Spotted Properties website.
 24. A mandatory key deposit is required in the amount of \$100.00 and must be paid before keys may be released. This deposit will be refunded after the return of household keys and 15 days after the tenancy has ended.
 25. **MOVE-IN / MOVE-OUT POLICY:**
 - a. The Tenant(s) agree that the property will be vacated by 11am on the final day of their tenancy unless otherwise agreed upon.
 - b. The Tenant(s) may obtain keys no earlier than 1pm on the first day of their new tenancy.
 - c. No early move-in dates can be accommodated by the management. Any arrangement you may wish to make will have to be between the new and existing Tenant(s).
 - d. The Tenant(s) agree to leave the property in a reasonably clean state upon the termination of their tenancy. Failure to do so may result in charges applied to your account.
 - e. Should the previous tenant leave the property in an unfit/untidy state, management may require an

Initials _____

additional 2-5 business days after the start date of the new tenancy to restore the property to a clean state / its previous conditions

26. COMMUNICATIONS & MAINTENANCE

- a. Any standard maintenance request or general communications MUST be submitted in writing via Spotted Properties online platform, Buildium;
<https://spottedpropertiesinc.managebuilding.com/Resident/apps/tenant/login>
- b. For emergency repairs during regular business hours; Monday – Friday 10am-5pm contact 905 527 3333
- c. For afterhours emergency repairs, please contact our on-call maintenance service at 1 888 486 5590

Please be advised, this line is reserved for emergency calls only:

- i. Lock-out
- ii. Fire to the property or CO alarm is sounding (please make sure to call 9-11)
- iii. Electrical Sparking
- iv. Flooding / Burst pipe or Drain
- v. Broken refrigeration (Please call during day time hours)
- vi. Broken door (Please call during day time hours)

Please do not abuse the line and call for non-emergency matters as the line is manned by maintenance staff only and they will not be able to help with non-emergency maintenance matters.

27. Tenant Conflict Policy

- a. While the management will try to assist in any tenant-tenant conflict, all Tenant(s) understand that the management is not responsible for any resolutions of issues that are not in direct violation of our building policy and lease agreement.
- b. The Tenant(s) understand that the management must abide by the Residential Tenancy Act and cannot take measures on other tenants outside of the parameters therein.
- c. All Tenant(s) acknowledge that in order for the management to intervene in any matters, a record of complaints must be documented.

28. Cleaning Policy

- a. Cleaning services may be purchased through Spotted Properties
- b. The Tenant(s) are responsible for the creation and management of their own cleaning schedules. The management is limited to providing cleaning services only and at the expense of the Tenant(s).

29. Rent Payment:

- a. Tenant(s) may pay their rent via direct debit by submitting a void cheque / direct deposit form
- b. Tenant(s) may choose to pay their monthly rent via E-pay through their online account which will be provided upon the start of the tenancy

Initials _____

Utility Fair Usage Policy

The Fair Usage Policy applies to any rental where the utilities are included as part of the rent.

This policy is in place to define parameters and prevent the abuse of utility consumption.

This policy works to prevent unnecessary costs to both Tenant(s) and Landlord(s).

1. If the rental is for the entire home, the Tenant(s) agree to a maximum utility consumption of up to \$400.00 if they are renting the entire home. Any surcharges may be billed to the Tenant(s).
2. A tenant may place an Air Conditioner in their unit if no centralized AC exists in the building. The AC unit should not be left running **all day** if a tenant is not always home. Windows must be kept closed while the AC unit is running. If these guidelines are not met, the management may classify the conduct as an abuse of utility use and charge Tenant(s) for any surcharges incurred above the norm. Three warnings will be sent to the Tenant(s) regarding these matters.
3. Windows must be kept shut during the winter while the heat is running. If a tenant submits a maintenance request for heating issues while leaving the windows open will incur charges to the Tenant(s) for the service call.
4. Absolutely no form of cryptocurrency mining is permitted onsite. If proprietary mining equipment is found running in a rental unit, it will be considered illegal use of the rental which may be grounds for eviction. Charges for excessive utility consumption will also be applied.
5. If a surge in utility consumption is observed at your rental location, an inspection will be conducted to determine the cause of the utility drain.

Initials _____

Checklist Prior to Key Release

Tenant(s) MUST complete the following:

- Confirmation of deposit receipt for the rental address
- Tenants fully understand the Lease Agreement & Building Policy terms
- Completion of Commitment to Rent agreement as part of the Building Policy
- A copy of valid ID and proof of enrollment into post-secondary program
- Void Cheque / Direct Deposit form

Key Release Stipulations:

- The management will release the keys on the first day of your tenancy after 1 pm once all items on checklist have been completed.
- Keys cannot be picked up without a valid ID on pickup date.
- Keys cannot be released earlier than the 1st of the month of the start of the tenancy.

Initials _____

Move-Out Policy

If you are preparing to move out, your Lease Agreement requires that you leave you apartment in a clean and undamaged in the condition you received it.

Specifically, you MUST do the following:

1. Cooperate with showings by keeping the residence in presentable condition, which reduces required visits.
2. Begin to remove all unwanted items for trash or special pickup. Avoid piles of debris around the property on moving day. Please note that any items left behind will be disposed of and billed to you.
3. Remove all food and personal belongings.
4. Thoroughly clean refrigerator and freezer.
5. Clean stove top & oven.
6. Clean toilets bathtub/showers and sinks.
7. Clean all floors and vacuum all carpeting.
8. Report any damages in writing.

We ask that you contact us prior to moving out by emailing admin@spottedproperties.ca and drop your key off at the office on the final day of your stay.

Initials _____