

**Note**

This tenancy agreement (or lease) is required for tenancies entered into on **April 30, 2018 or later**. It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).

Residential tenancies in Ontario are governed by the *Residential Tenancies Act, 2006*. This agreement cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

Under the Ontario *Human Rights Code*, everyone has the right to equal treatment in housing without discrimination or harassment.

All sections of this agreement are mandatory and cannot be changed.

**1. Parties to the Agreement**
**Residential Tenancy Agreement between:**
**Landlord(s)**

Landlord's Legal Name

Spotted Properties Inc. (Landlord Representative)

Landlord's Legal Name

**Note:**

See Part B in General Information

**and Tenant(s)**

Last Name

First Name

Last Name

First Name

Last Name

First Name

Last Name

First Name

Last Name

First Name

Last Name

First Name

Last Name

First Name

Last Name

First Name

**2. Rental Unit**

The landlord will rent to the tenant the rental unit at:

Unit (e.g., unit 1 or basement unit)

Street Number

Street Name

City/Town

Hamilton

Province

ON

Postal Code

Number of vehicle parking spaces and description (e.g., indoor/outdoor, location)

The rental unit is a unit in a condominium.

Yes  No

If yes, the tenant agrees to comply with the condominium declaration, by-laws and rules, as provided by the landlord.

### 3. Contact Information

#### Address for Giving Notices or Documents to the Landlord

Unit	Street Number 42	Street Name Royal Ave	PO Box
City/Town Hamilton	Province ON		Postal Code/ZIP Code L8S 2C4

Both the landlord and tenant agree to receive notices and documents by email, where allowed by the Landlord and Tenant Board's Rules of Practice.

Yes  No

If yes, provide email addresses:

admin@spottedproperties.ca

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

Yes  No

If yes, provide information:

Please refer to Building & Management Policy

For all maintenance and tenant related issues, please access Tenant Portal:

www.spottedproperties.ca > Tenants > Maintenance & Communications > Login with registered email

Spotted Properties Inc  
admin@spottedproperties.ca  
905-527-3333

All emergency after hours maintenance request that may drastically affect living conditions or damage the property, where repairs cannot wait until regular business hours, should be directed to our 24 hour emergency line: 1-888-486-5590

#### Note:

See Part B and E in General Information

### 4. Term of Tenancy Agreement

This tenancy starts on: 5/1/20 Date (yyyy/mm/dd)

This tenancy agreement is for: (select an option below and fill in details as needed)

a fixed length of time ending on: 4/30/21 Date (yyyy/mm/dd)

a monthly tenancy

other (such as daily, weekly, please specify): \_\_\_\_\_

#### Note:

The tenant does not have to move out at the end of the term. See Parts C and D in General Information.

## 5. Rent

a) Rent is to be paid on the First (e.g., first, second, last) day of each (select one):

Month

Other (e.g., weekly) \_\_\_\_\_

b) The tenant will pay the following rent:

Base rent for the rental unit

\_\_\_\_\_  
Please See Commitment to Rent

Parking (if applicable)

\_\_\_\_\_

Other services and utilities (specify if applicable):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Total Rent (Lawful Rent)**

\_\_\_\_\_  
Please See Commitment to Rent

This is the lawful rent for the unit, subject to any rent increases allowed under the *Residential Tenancies Act, 2006*. For example, the landlord and tenant may agree to a seasonal rent increase for additional services of air conditioning or a block heater plug-in. This amount does not include any rent discounts (see Section 7 and Part G in General Information).

c) Rent is payable to:

d) Rent will be paid using the following methods:

Direct deposit or EFT

### Note:

The tenant cannot be required to pay rent by post-dated cheques or automatic payments, but can choose to do so.

e) If the first rental period (e.g., month) is a partial period, the tenant will pay a partial rent of \$ \_\_\_\_\_ on \_\_\_\_\_ . This partial rent covers the rental of the unit from \_\_\_\_\_ to \_\_\_\_\_ .  
Date (yyyy/mm/dd) Date (yyyy/mm/dd) Date (yyyy/mm/dd)

f) If the tenant's cheque is returned because of non-sufficient funds (NSF), the tenant will have to pay the landlord's administration charge of \$ 20.00 plus any NSF charges made by the landlord's bank.

### Note:

The landlord's administration charge for an NSF cheque cannot be more than \$20.00

## 6. Services and Utilities

The following services are included in the lawful rent for the rental unit, as specified:

- |                          |   |  |   |                                      |
|--------------------------|---|--|---|--------------------------------------|
| Gas                      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |   |                                      |
| Air conditioning         | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |   |                                      |
| Additional storage space | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |   |                                      |
| On-Site Laundry          | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | <input checked="" type="checkbox"/> No Charge | <input type="checkbox"/> Pay Per use |
| Guest Parking            | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | <input type="checkbox"/> No Charge            | <input type="checkbox"/> Pay Per use |
| Other <u>Internet</u>    | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |   |                                      |
| Other _____              | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |   |                                      |
| Other _____              | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |   |                                      |
| Other _____              | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |   |                                      |
| Other _____              | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |   |                                      |

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

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The following utilities are the responsibility of:

- |             |  |                                 |
|-------------|--|---------------------------------|
| Electricity | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| Heat        | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| Water       | <input checked="" type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |

If the tenant is responsible for any utilities, provide details of the arrangement, e.g. tenant sets up account with and pays the utility provider, tenant pays a portion of the utility costs (if necessary add additional pages):

Please refer to Building & Management Policy in Additional Pages.

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### Note:

If the tenant will be responsible for paying for electricity measured by a meter or suite meter, the landlord must give the prospective tenant available information about the electricity usage in the rental unit over the last twelve months using the appropriate Landlord and Tenant Board form.

## 7. Rent Discounts

Select one:

There is no rent discount.

or

The lawful rent will be discounted as follows:

Provide description of rent discount (if necessary add additional pages):

### Note:

See Part G in General Information for what types of discounts are allowed.

## 8. Rent Deposit

Select one:

A rent deposit is not required.

or

The tenant will pay a rent deposit of \$ ONE MONTHS RENT . This can only be applied to the rent for the last rental period of the tenancy.

### Note:

This amount cannot be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less. This cannot be used as a damage deposit. The landlord must pay the tenant interest on the rent deposit every year. See Part H in General Information.

## 9. Key Deposit

Select one:

A key deposit is not required.

or

The tenant will pay a refundable key deposit of \$ 100.00 to cover the cost of replacing the keys, remote entry devices or cards if they are not returned to the landlord at the end of the tenancy.

If a refundable key deposit is required, provide description and number of keys, access cards and remote entry devices:

Access to front door and room.

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**Note:**  
The key deposit cannot be more than the expected replacement cost. See Part H in General Information.

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## 10. Smoking

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Under provincial law, smoking is not allowed in any indoor common areas of the building. The tenant agrees to these additional rules on smoking:

Select one:

None

or

Smoking rules

Provide description of smoking rules (if necessary add additional pages):

Please refer to Building & Management Policy in Additional Pages.

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**Note:**  
In making and enforcing smoking rules, the landlord must follow the Ontario *Human Rights Code*. See Parts M and S in General Information.

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## 11. Tenant's Insurance

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Select one:

There are no tenant insurance requirements.

or

The tenant must have liability insurance at all times. If the landlord asks for proof of coverage, the tenant must provide it. It is up to the tenant to get contents insurance if they want it.

## 12. Changes to the Rental Unit

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The tenant may install decorative items, such as pictures or window coverings. This is subject to any reasonable restrictions set out in the additional terms under Section 15.

The tenant cannot make other changes to the rental unit without the landlord's permission.

### 13. Maintenance and Repairs

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards.

The tenant must repair or pay for any undue damage to the rental unit or property caused by the wilful or negligent conduct of the tenant, the tenant's guest or another person who lives in the rental unit.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

**Note:**

See Part J in General Information.

### 14. Assignment and Subletting

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a sublet or potential assignee.

**Note:**

There are additional rules if the tenant wants to assign or sublet the rental unit. See Part P in General Information.

### 15. Additional Terms

Landlords and tenants can agree to additional terms. Examples may include terms that:

- Require the landlord to make changes to the unit before the tenant moves in, and
- Provide rules for use of common spaces and/or amenities.

These additional terms should be written in plain language and clearly set out what the landlord or tenant must or must not do to comply with the term. If typed, the additional terms should be in a font size that is at least 10 points.

An additional term cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

If a term conflicts with the *Residential Tenancies Act, 2006* or any other terms set out in this form, the term is void (not valid or legally binding) and it cannot be enforced. Some examples of void and unenforceable terms include those that:

- Do not allow pets (however, the landlord can require the tenant to comply with condominium rules, which may prohibit certain pets),
- Do not allow guests, roommates, any additional occupants,
- Require the tenant to pay deposits, fees or penalties that are not permitted under the *Residential Tenancies Act 2006* (e.g., damage or pet deposits, interest on rent arrears), and
- Require the tenant to pay for all or part of the repairs that are the responsibility of the landlord.

See General Information for more details.

The landlord and tenant may want to get legal advice before agreeing to any additional terms.

Select one:

There are no additional terms.

or

This tenancy agreement includes an attachment with additional terms that the landlord and tenant agreed to.

### 16. Changes to this Agreement

After this agreement is signed, it can be changed only if the landlord and tenant agree to the changes in writing.

**Note:**

The *Residential Tenancies Act, 2006* allows some rent increases and requires some rent reductions without agreement between the landlord and tenant. See Part I in General Information.

## 17. Signatures

By signing this agreement, the landlord(s) and the tenant(s) agree to follow its terms.

Unless otherwise agreed in the additional terms under Section 15, if there is more than one tenant, each tenant is responsible for all tenant obligations under this agreement, including the full amount of rent.

### Landlord(s):

Name	Signature	Date (yyyy/mm/dd)
	<input type="text"/>	
Name	Signature	Date (yyyy/mm/dd)
	<input type="text"/>	

### Tenant(s):

Name	Signature	Date (yyyy/mm/dd)
	<input type="text"/>	
Name	Signature	Date (yyyy/mm/dd)
	<input type="text"/>	
Name	Signature	Date (yyyy/mm/dd)
	<input type="text"/>	
Name	Signature	Date (yyyy/mm/dd)
	<input type="text"/>	
Name	Signature	Date (yyyy/mm/dd)
	<input type="text"/>	
Name	Signature	Date (yyyy/mm/dd)
	<input type="text"/>	

### Note:

All of the landlords and tenants listed on the first page in Section 1 (Parties to the Agreement) must sign here. The landlord must give a copy of this agreement to the tenant within 21 days after the tenant signs it.