

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 *Residential Tenancies Act (RTA)*, the *Condominium Act*, amendments thereto and any successor legislation, hereinafter referred to as the “Applicable Legislation”. Held in conjunction with the “COMMITMENT TO RENT” (**CTR**) agreement.

General Terms

The Tenant(s) agree to take responsibility of their rental unit at the beginning of their lease term

1.1. Move-In Policy

- 1.1.1. The Tenant(s) may obtain keys **no earlier** than **1 pm** on the **1st** day of their new tenancy.
 - 1.1.2. A relative, friend, or fellow housemate can retrieve keys on your behalf if direct instruction is sent to jmordeca@spottedproperties.ca for student properties, or mstoicheci@spottedproperties.ca for single family properties from your registered email address indicating the person(s) name.
 - 1.1.3. **No** early move-in dates can be accommodated by the management. Any arrangements you wish to make must be between you and the existing tenant(s) directly. You may request the current tenant's email address.
 - 1.1.4. First and last month's rent + \$100.00 key deposit is due no later than **48 hours** after signing the lease and commitment to rent agreement.
 - 1.2. If the Tenant(s) fail to take possession of the rented premises at the commencement of the term (this is determined by non-payment **and** not picking up keys to the unit) or if a tenant 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.
2. The Tenant(s) agree to provide **valid** photo ID for **all** occupants to be residing in the property.
 3. 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 thereof, any trade, business, occupation or illegal act.
 4. The Tenant(s) acknowledges that upon commencement of tenancy, that the property will be delivered in a state of reasonable cleanliness, that all chattels shall be in functioning order and the property is in an ordinary state of cleanliness and repair, as would a previously lived in rental unit. The Tenant(s) acknowledge that the Landlord is not obliged to improve the condition of the property before or after the commencement of the tenancy, to anything beyond the minimum maintenance standards required under the RTA, unless otherwise agreed upon by both parties in writing.
 - 4.1. As per the standards outlined by the RTA, the Tenant(s) acknowledge that a “*state of reasonable cleanliness*” refers to a broom swept floor, wiped down ledges, wiped windows and countertops and no noticeable debris, garbage or belongings (unless considered common furnitures) left behind by the previous tenants. The Tenant(s) also acknowledge that a state of “*previously lived in condition*”, is a naturally caused decline in the condition of a property due to inhabitants over time. The tenant shall not expect, upon commencement of tenancy, a brand-new property. The Tenant(s) also acknowledge that chattels are not expected or obligated to be, brand-new in condition, but rather in a condition of a previously used manner and functioning with none or minimal deficiencies. A Landlord is only obligated to maintain and repair the chattels in a property to the minimum requirements under Maintenance

Initials _____

Standards set by the RTA.

- 4.2. Should the previous tenants leave the property in an extremely unfit/untidy state, the Landlord may require an additional **2-5 business days** after the start date of the new tenancy to restore the property back to a clean state. The Tenant(s) are agreeable to accommodate this should such a circumstance arise.
- 5. Household furniture and personal effects may be moved to and from the rented premises between the hours of **7:00a.m. - 9:00p.m. ONLY.**
- 6. Any changes or “swapping” of units once the tenancy commences and keys are released to tenant(s) should be reported to management at once to avoid confusion as to who is staying in what unit. Any tenants who decide to switch units once they have moved in are responsible for arranging payment to any difference in rent between units. Management will hold the tenant(s) responsible for the conditions of their originally assigned units throughout the duration of and at the end of the tenancy.
- 7. No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant(s) on **any** part of the rented premises.
- 8. The Landlord may erect marketing signage upon the rented premises without hindrance by Tenant(s).
- 9. 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.
- 10. 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.
- 11. The tenant is not to tamper with any devices, appliances or objects on the premises during tenancy. This includes such things as: removing batteries from smoke detectors, flushing hygiene products down the toilet, tampering with locks or keys, or tampering with heating or air-conditioning devices.
 - 11.1. Any issues noted with any devices or appliances are to be reported to the management immediately for service and under no circumstances to be serviced by the tenant themselves.
- 12. Sidewalks, entryways and passageways used in common use will not be obstructed or used by the Tenant(s) for **any** purpose other than proper access to and from the rented premises.
- 13. Tenant(s) are **equally responsible** for maintaining a tidy exterior of the property, and maintaining a clean household by cleaning up after themselves on a daily basis. As such, tenant(s) acknowledge shared accountability for any damages or unclean conditions at the property unless management is presented with specific and substantial documentation proving otherwise. This is assessed on a case-by-case basis at the discretion of management and may be subject to the terms of the *Tenant Conflict Policy* (see page 7).
- 14. Tenant(s) agree to always provide management with updated primary contact information (e-mail address and phone number) if it changes at any point during the tenancy. If the tenant(s) fail to do so, they accept responsibility for any missed communications, payments, notices, or penalties should management no longer be able to reach them via the initially provided contact information.
- 15. The Tenant(s) hereby give permission to take pictures or video of the rental premise for future marketing purposes for either rent or selling.
- 16. Notice will be given to Tenant(s) before the entry of the premise.

Initials _____

- 17.** 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.
- 18.** The Landlord, its agents or employees may enter the rented premises between **8:00 a.m. and 8:00 p.m.** 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, with **24 (twenty-four) hours** written notice specifying the time of entry, or within **3 (three)** business days during regular business hours after a maintenance request has been made.
- *Entry may be granted with the consent of a single Tenant at the time of requested entry or without consent in case of an emergency.**
- 19.** Tenant(s) agree to communicate with the property management for maintenance or requests via the online communications platform **Buildium** through the Spotted Properties Inc. (SPI) website.
- 19.1. This communication method may not be required should the management of the property change or not be managed by SPI.

Deposit

- 20.** The Tenant(s) will deposit with the Landlord **1 (one)** month's rent to secure the property and to be held and applied to last month's rent, **OR** applied to the final month of stay preceding the termination of the tenancy. Within 48 hours of signing the lease and commitment to rent agreement the tenant must pay first month's rent and the refundable \$100.00 key deposit. Failure to complete this within 2 days of the signing of this agreement shall make this contract void.
- 20.1. Although first month's rent, last month's rent, and the key deposit are collected upon signing the lease and commitment to rent agreement, first month's rent is immediately applied at the beginning of the tenancy. ONLY last month's rent and the key deposit are held until the end of the tenancy
- 20.2. 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.
- 20.2.1. 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.

Rent Payment

- 21.** Rent shall be paid on the first day of each month as per the indicated method provided on the tenant's CTR
- 22.** Tenant(s) acknowledge that rent is to be paid each month on the first day via the instructed method of payment accepted (via the tenant's portal account, or direct deposit autopayments). Any confusion or difficulties regarding the accepted payment methods should be brought to the attention of management immediately to avoid late or missed payments.
- 23.** Tenant(s) acknowledge that rent payments following your initial deposits are not to be sent via e-transfer unless directed by or addressed with management.
- 24.** Tenant(s) agree to update management with a payment plan upon request, or in the event of missed, reversed, or late payments within 48 hours after rent is due on the first day of the month. Failure to do so may be escalated

Initials _____

to the collections department, or legal representation.

- 24.1. Any payments received later than the first are subject to legal notice for non-payment unless discussed with management. Any reversed payments or payments sent through an unaccepted method are the responsibility of the tenant to correct as a result of their own monitoring of payments, or by direction of Spotted Properties' management or collections team.

Tenant Insurance

25. 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 must also cover any costs of accommodations required due to displacement from the unit.

Subletting

26. The Tenant(s) agree **not** to sublet the property in **any** form or manner without the expressed written permission of the landlord or management.

26.1. A sublet form must be signed by the management or landlord for approval of a sublet to be given.

26.2. In conjunction with the sublet form, management also requires one piece of government-issued photo identification, as well as student identification from the prospective subtenant where applicable.

26.3. The sublessor assumes all responsibility for their subtenant as per the agreement.

26.4. The sublessor acknowledges that they are responsible for providing the subtenant with their keys, as well as the return of keys at the end of the tenancy to receive their key deposit. Any keys lost or locks that need changing by the actions of the subtenant will be the responsibility of the sublessor to pay.

26.5. Tenant(s) agree to wait at least **one week** after the move-in date to request a sub tenancy application.

27. The Tenant(s) shall **not** use the dwelling on Airbnb or any other such similar short-term rental sites.

Visitors

28. A **Casual Guest** does not have personal property on the premises, such as groceries, personal hygiene items, clothes, mail etc...

28.1. A Casual Guest occasionally may stay over 1 night on the premises, but returns home the following day.

29. **Frequent Guests/ Live-in Guests** are generally not permitted.

29.1. A Frequent guest or Live-in guest has multiple items of personal property in/on the residence, such as, but not limited to; Laundry, groceries, personal hygiene items, clothes, mail.

29.2. The guest uses services on the premises, such as laundry services.

29.3. The guest is staying multiple days/nights at a time in the premise, without returning to their home in-between or after those days.

29.4. If **2 or more** housemates suspect a live-in guest, they may contact management to take action. Such action may result in the eviction of the tenant hosting the guests.

Initials _____

- 30. Casual Guests/Visitors** - Tenant(s) acknowledges that any damages, messes, missing property (and the costs potentially associated), or conflicts that arise as a result of their casual guest will be the responsibility of the tenant(s) who granted the visitor(s) access to the premises.

30.1. Tenant(s) are **never** to copy or provide any house or unit keys to visitors or non-residents of the property.

Occupancy Rules & Allergen Policy

- 31.** 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 (one)** occupant per room with **NO pets**.

- 32.** If a Tenant requires a service animal they should make management aware immediately upon reading this agreement. Suitable arrangements may be made for the Tenant(s) by the Management. A record for the service animal must be provided to the management for this to be accommodated.

32.1. Tenant(s) who do require and are permitted a registered service animal or are found to be keeping unauthorized pets or animals at the property acknowledges possible fees incurred as a result of any additional allergen-specific cleaning deemed necessary to restore the property to an allergen-free state for future occupant(s).

32.2. The landlord reserves the right to request relocation of any non-registered, or unauthorized pets or animals found at the rented premises unless otherwise amended.

- 33. Smoking/ vaping for the purpose of this agreement refers to tobacco products, cannabis products, and/or vaping products of any sort.**

33.1. The Tenant(s) agrees to **NO smoking/ vaping** on /in the rented premise; this includes, driveways, walkways and grass areas. **NO EXCEPTIONS.**

33.2. Under *Section 5 of the Cannabis Act of Ontario* cultivation, propagation and harvesting of plants in a dwelling house is in fact legal, however, in consideration of *section 7* of the act which states “it is prohibited for a young person or an organization to cultivate, propagate or harvest any cannabis plant or any other living thing from which cannabis may be extracted or otherwise obtained, or to offer to do any of those things”. Also *Section 14 (1)* “It is prohibited to use the services of, or to involve, a young person in the commission of an offence.”

33.3. The Tenant(s) agree that because the tenancy is a group lease, and there is the possibility of Young Person(s) under the age of 18 could enter/stay at the residence, and in accordance with the *Cannabis Act of Ontario* the cultivation, propagation and harvesting of cannabis is prohibited on/in the property.

Internet

- 34.** The internet is **not** considered as part of utilities. Spotted Properties does not offer internet as part of the rent.

34.1. If the internet is included in the month's rent please carefully read through the following;

34.1.1. If **at any time** the Tenant(s) are found to be abusing this service such as, over consumption, piracy; the services will be **shut off** and **not usable** during the duration of the tenancy, the rent will **not** reduce or increase.

34.1.2. If the internet gets shut **off** Tenant(s) will be **credited \$5/ month** for the duration of their stay once/if the internet is shut off.

Initials _____

34.1.3. The management does **not** guarantee the effectiveness, speed or performance of the internet service, and cannot be held accountable for slow running servers. If the tenants wish to purchase their own internet, a collective consensus in the home must be reached, a credit of \$5.00/month may be applied to the rent.

34.1.4. Management is not responsible or obligated to provide any devices, routers, additions, or extenders where the internet is provided to improve slow running or poor performing services to the household. Tenant(s) accept that extenders and performance enhancing devices that do not require making alterations to the premises are to be purchased of their own accord.

Utilities, Heating & Air Conditioning

35. Fair Usage Policy:

The Tenant(s) agree that when a unit is **all inclusive of utilities**, there is a cap of **\$400.00 (Four hundred dollars) /month** on average for electricity, gas and water on a standard home. The average is collected by the total cost over the cost of the year.

35.1. Under the **Residential Tenancy Act** an increase in the rent will be charged to a Tenant if excessive use of utilities is found for installation of an air conditioning or heating unit.

36. If there is a spike in the utility consumption, an inspection by the management will take place.

36.1. Tenant(s) will be given a warning if any abuse of utilities is noted, such as; portable AC units running at all times while tenant(s) are not home, water left running when not in use, windows left open while heat is running, etc...

36.2. Persistent abuse of utilities despite warnings will be billed to the Tenant(s).

37. Heating units may be turned on starting October.

38. All windows must be closed while a heating system or cooling system is on.

39. Air conditioning (A/C) Units are **not** a required service under the RTA.

40. If Integrated air conditioning is provided, the system is provided “as-is” within a functional state. The management cannot make alterations to the method of distribution nor the pressure of the air system.

40.1. If there is an A/C unit on the premise, this does **not** warrant continuance use of the A/C unit. Please use the system responsibly.

Portable / Window Air Conditioners

41. If you wish to install an A/C unit, you must make sure to seal any gaps in the window you are installing into. Permission must be given by the management to install a unit in your room. The proper installation is subject to inspection by the management.

41.1. The Tenant(s) agrees to be held responsible for any and all damages that may occur to any floor, wall, and/or windowsill caused from the portable air condition unit or any related work for installation.

42. If tenant(s) require the temporary addition of a space heater requested to and provided by management, tenant(s) acknowledge that these units are a temporary solution while heating in the household is being maintained. Management reserves the right to remove space heaters that they have provided so long as heat is functioning at a standard level throughout the premises/is found to be within the legal temperature range of 21 degrees celsius.

Initials _____

- 42.1. Tenant(s) understand that certain areas of the household such as basement units, attic units, or areas with large windows prone to fluctuating degrees of insulation are rented out in acknowledgement of these conditions. So long as the property is maintaining the legal temperature range, management reserves the right to remove any provided heating or cooling units for emergency inventory.
- 42.2. Tenant(s) acknowledge that should they choose to purchase their own heating or cooling unit, any damages to the property or spikes in utility consumption will be held liable to them.

General Cleaning Interior

- 43. All Tenant(s) are responsible for maintaining a clean household.
- 44. All Tenant(s) are responsible for vacuuming **ANY** and **ALL** carpeted areas that may be in the premise on a regular basis.
- 45. All Tenant(s) are responsible for sweeping/mopping any uncarpeted floors on a regular basis to prevent dirt build up.
- 46. All Tenant(s) are responsible for cleaning/wiping and dusting any counters, shelves, tables, and appliances.
- 47. It is the Tenant(s) responsibility to wash any dishes, and clean sinks regularly to prevent bugs. Tenant(s) acknowledge that they are responsible for preventing sink, dishwasher, and drain clogs/damage and functionality by ensuring that no food, waste, hair, hygiene products, gels, or grease are poured down them.
- 48. It is the Tenant(s) responsibility to ensure that they are properly using the bathroom fan to ventilate the area after showering to prevent mildew buildup and caulking damage. The tenant(s) also acknowledge that a shower mat, door, curtain, or enclosure are to be properly used at all times when showering or bathing to prevent water damage to the floors.
- 49. The Tenant(s) acknowledge that feminine hygiene products, makeup wipes, tissues, and any other items aside from bathroom tissue or plumber-friendly wipes are not to be flushed down the toilet.
- 50. The Tenant(s) acknowledge that any insects or pests that they have swatted or squished at the property should be cleaned up immediately.
- 51. Tenant(s) may be provided with a box of light bulbs by submitting a maintenance request through the portal. However, the Tenant(s) acknowledge that they are responsible for changing their own light bulbs unless the fixtures are deemed non-regulation, require a ladder, or pose unsafe for the tenant(s) to change independently.
- 52. The Tenant(s) must properly dispose of waste products according to municipal organizational standards.
- 53. Purchasing or replacing indoor garbage cans are the responsibility of the Tenant(s).
- 54. The Tenant(s) are responsible for the creation and management of their own cleaning schedules.
- 55. The Landlord may choose to have cleaners clean the property once per year, usually to accommodate a change of roommates or to prepare for showings. Should this take place, the Tenant(s) agree to cooperate with instructions and to remove personal belongings in one area so the cleaners know not to dispose of those items. Failure to cooperate with these instructions may result in loss of personal property from areas such as vacant units, kitchen, commons, common closets, hallways, and washrooms - maintenance will not be responsible for

Initials _____

this.

- 56.** Tenant(s) are not to use vacant units for the purpose of personal storage at any time. If management discovers vacant units unlocked and being used for such purposes, Tenant(s) will be instructed to remove these items by a specified time and management will return to the property to lock the unit.

****If cleaning services are INCLUDED in the rent, cleaning shall be limited to basic sweeping and mopping of floors, wiping of surfaces and taking out the garbage. If dishes are left unwashed or garbage is not disposed of properly, the cleaners are not obligated to extend their service to those chores****

General Cleaning Exterior

- 57.** All garbage is to be enclosed in plastic bags and disposed of at the specified times and location designated by the Landlord/municipality.
- 58.** The Tenant(s) are responsible for the removal of their garbage, taken from the property to the curb for garbage day pickup.
- 59.** The Tenant(s) are responsible for the removal of recycling, taken from the property to the curb for garbage day pick up.
- 60.** The Tenant(s), if in possession of a green bin, are responsible for the removal of the compost, taken from the property to the curb on garbage day for pickup.
- 61.** The Landlord shall supply the Tenant(s) with the bins that are permitted: 1 garbage bin, 1 green bin, and at least 2 recycling bins per household, to be put to the side of the curb on garbage day, unless otherwise specified.
- 61.1. If any of the bins become damaged or lost during the tenancy, it is the responsibility of the tenant(s) to replace them. The responsibility also extends to failing to retrieve the bins of their accompanying lids on windy days where they may get blown away. In extenuating circumstances, management may provide a replacement bin at the cost of \$50-75.00 divided equally amongst all tenant(s).
- 61.2. The tenant(s) acknowledges that management may choose to provide a **maximum of 6** trash tags per household upon request unless otherwise directly discussed with management. The tenant(s) understand that if management does not have the requested tags, tenant(s) will have to wait until stock is replenished, or, visit <https://www.hamilton.ca/garbage-recycling/garbage-bulk-items/garbage> to acquire these of their own accord. As such, management advises all tenant(s) to utilize this request for extenuating circumstances such as when moving out of the property or where more trash accumulation than normal is expected. Management is not obligated to provide trash tags, and encourages tenant(s) to be mindful of their waste collection and disposal.
- 61.3. Tenant(s) are not to dispose of any personal belongings, items, furniture, or garbage around the exterior of the property. If tenant(s) wish to dispose of large items that they are unable to do so independently, they are to put in a maintenance request including a complete list of items to be removed. Tenant(s) may choose to schedule their own bulk pickup, or acquire the assistance of management where needed. Tenant(s) may also request for management to dispose of bulk items with the condition that a disposal fee may be added to their ledger for the service. Tenant(s) are encouraged to schedule their own bulk pick-up through the City of Hamilton's website to ensure the date and time of pick-up are coordinated the most efficiently.
- 62.** Tenant(s) may be held responsible for not properly sorting garbage/recycling. It is the responsibility of the Tenant(s), to separate garbage and recycling appropriately, and sorting the proper items into each bin, to ensure pickup of the waste by the municipalities waste removal services and to avoid any animals such as raccoons or mice, creating a mess on the exterior of the property. Any failure to sort garbage/recycling properly that leads to

Initials _____

a fine by the municipal by-law, will be the responsibility of the Tenant(s). The Tenant(s) acknowledges that it will be their responsibility to pay the fine and this will result in an additional fee to be charged to their rent for the next month, to cover the cost of the filing fee and administration fee.

63. The Tenant(s) agree to keep the exterior property in a clean and presentable manner, free of garbage, debris and any other clutter deemed unappealing to property standards. Any exterior garbage not reported to management within **one week** of moving in resulting in a city fine may be charged to the tenant(s).

Parking

64. Parking is **never** assigned; if a spot exists, it belongs to the household collectively, if the spot is shared with the neighbor, or there are more vehicle(s) than parking spots, arrangements amongst the Tenant(s) and/or neighbors must/should be made independently of SPI in order to accommodate more vehicles.
 - 64.1. Any vehicle(s) belonging to Tenant(s) must be registered with SPI immediately upon agreeing to this rental agreement with make, model, color and license plate. This will avoid any issues or confusion in case neighbours or Tenant(s) complain about vehicles for towing.
65. SPI is not responsible for any damages to vehicles parked on the property.
66. SPI is not responsible for any damages to, stolen, or misplaced bicycles, and other modes of non-vehicular transportation around the property.

Tenant Conflict Policy

67. 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, legal services or legal advice for issues that are **not** in direct violation of our building policy and/or lease agreement.
 - 67.1. Tenant(s) understand that any conflicts or disputes need to be escalated to the appropriate legal representation. Spotted Properties cannot be held responsible for making decisions or taking legal action against one side of a tenant-tenant conflict. Any statements and complaints filed between tenant(s) are understood to be perceived as hearsay and management reserves the right to exercise the neutral position and request that tenant(s) who cannot resolve their conflicts peacefully seek independent legal counsel.
 - 67.2. Tenant(s) understand that if they feel unsafe at the property as a result of disagreement or conflict with another tenant(s) that they should use their available resources or Tenant's Insurance to seek alternate accommodation until resolution is reached. Or, where possible, follow the requirements of the Subletting Application Process if they can no longer civilly stay at the property. If the tenant(s) feel immediately compromised, unsafe, harassed, or compelled by any situation or event that impedes with their reasonable enjoyment and wellbeing as a result of the actions of another tenant(s) and/or visitor(s), they are to call 9-1-1 or non-emergency police services. If tenant(s) suspect another resident(s) or visitor(s) has stolen or damaged personal property, this is to be treated as any other criminal matter that falls under police jurisdiction.
 - 67.3. Tenant(s) understand that by signing a group lease, or sharing a multi-residential property they are ultimately responsible for resolving their differences and conflicts with fellow tenant(s) or neighbours.
68. 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.
69. Tenant(s) further understand that by agreeing to live together under the terms of this agreement, disputes will likely be viewed as civil matters which are outside the jurisdiction of the management/landlord under the RTA.

Initials _____

- 70. Tenant(s) acknowledge that they are expected to resolve disputes in a peaceable and civil manner. Spotted Properties is not responsible for settling inter-tenant disputes, or enacting jurisdiction or judgement on matters pertaining to inter-tenant affairs. Management can only mediate disputes by sending out notices to try and correct or resolve the dispute where possible.
- 71. Tenant(s) are ultimately responsible for their actions and behaviours, and acknowledge the consequences of acting in such a manner that may result in legal escalation, fines, notices, or eviction **where management is legally able to intervene.**

Keys

- 72. **KEY DEPOSIT:** A mandatory key deposit is required in the amount of **\$100.00 (One hundred dollars)** and must be paid **before** keys will be released.
 - 72.1. This deposit will be refunded after the return of household keys and **15 (Fifteen) days after** the tenancy has ended.
 - 72.2. If you lose your keys SPI may charge for the replacement of your lock for a future tenancy.
- 73. 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 (**including bedroom doors**) to the rented premises or affix an additional lock or night latch upon **any** entry door (**including bedroom doors**).
 - 73.1. Any alterations found to entry door locks, bedroom doors, or any entry door within the rented premises may result in a lock change fee and key cutting fee charged to the tenant(s).
 - 73.2. Tenant(s) understand that management requires access to all entry doors within and outside of the rented premises for safety and management purposes.
 - 73.3. Tenant(s) are not to install or make alterations to any interior of the entries of the property such as deadbolts, chains, or latches unless consent is explicitly given by management. Should such permission be given, tenant(s) agree to ensure that any additional locking or security mechanisms are unlocked to ensure access when maintenance or notice to enter is required.
- 74. The Tenant(s) agree 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 (**including bedroom doors**).
- 75. The Tenant(s) further agrees to return **all** keys and access cards to the Landlord at the termination of the tenancy.
- 76. If **any** keys are lost and not returned by the end of a tenancy, or if **any** 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.

Building Condition & Damages

- 77. **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.
 - 77.1. If **any** agreement to upgrade the dwelling has been arranged, it will be indicated in an amendment attached to the signing of the lease agreement.

Initials _____

- 78. 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 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.
- 79.** 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.
- 80.** 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
- 81.** The Tenant(s) acknowledge 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.
- 82.** The tenant hereby agrees to notify the management of any deficiencies to the rental unit within the first week of the lease term. All deficiencies noted within this week shall be considered the responsibility of the landlord. Any deficiencies noted after this time, such as cleanliness, broken glass, holes in walls, or any such other repair that is not part of "ordinary wear and tear", shall be considered the responsibility of the tenant(s) to correct. The management will conduct ordinary move-in/out inspections to verify the condition of the rental unit.
- 82.1.** If no "*Deficiencies*" are reported to the Landlord by the tenant within the first week of tenancy, then the deficiency is deemed to have been caused by the tenant(s) and be the responsibility of the tenant(s) to fix/repair.
- 83.** Plumbing Deficiencies: The tenant(s) shall not flush down the toilet: feminine hygiene products, baby wipes, Q-tips, food/grease or any other such thing that will cause a deficiency or damage to the plumbing in the rental property.
- 83.1.** If any deficiencies or damage to the plumbing at a premises is deemed to be caused by the flushing of such products, than the tenant(s) are responsible for paying the landlord for the cost of repair

Fire Safety

- 84.** The Tenant(s) understand they are renting the property as a "single family unit" and are agreeing to live with one another, sharing in the majority control over the home. The Tenant(s) understand that the property is not a "lodging" home whereby, the Landlord or Property Manager cannot enter freely but must give notice for entry. All safety utilities are to be managed as would in a standard residential unit.
- 85.** The Landlord has equipped the rented premises with a smoke detector and carbon monoxide detector or a dual detection device. The Tenant(s) agree to immediately notify the Landlord or management should any such devices are found to be malfunctioning, or missing.
- 86.** **No** Tenant(s) shall do, or permit anything to be done in the rented premises or bring or keep anything 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.

Initials _____

- 87.** No Tenant(s) shall do, or permit anything to be done in the rented premises or bring or keep anything which will in any way injure other Tenant(s) or the Landlord, 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.
- 88.** 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
- 89.** The Landlord and/or the Property Manager reserves the right to do an inspection of the rental unit once every **3 (three)** months with **24 (Twenty-Four) hours'** notice to ensure carbon monoxide detectors, fire extinguishers and smoke alarms are all in good working order.
- 90.** 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.
- 91.** The Tenant(s) agree not to obstruct access to the electrical panel(s), water heater(s), furnace(s), radiator(s), or any other devices and installments at the property that may pose a fire, health, or safety hazard or that management routinely needs access to.

Human Rights Code

- 92.** 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.
- 93.** 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 from such actions or behaviors.
- 94.** In relation to the Human Rights Code section 4.1.2.1, the landlord cannot guarantee your choice or preference of other occupying tenants.
- 95.** In regards to same sex residences, the landlord is not obligated under the Human Rights Code to restrict access to that residence to men only or women only at the request of the tenant.

Alterations

- 96.** The Tenant(s) shall **not** make any alterations, additions or improvements to the rented premises without first obtaining the written consent from the landlord.
- 97.** Tenant(s) may not install a bidet, or any other attachments to toilets that may require plumbing alteration or contribute to further consumption of water.
- 98.** When the tenancy ends, the Tenant(s) must remove **all** personal moveable property.
- 99.** The Tenant(s) must also remove at the Tenant(s) own expense, **any and all** 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 was done with the Landlord's consent.
- 99.1.** 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.

Initials _____

Abandonment

100. 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.

101. 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 the Tenant(s) have to the Landlord.

Service Fees

102. Lock-Outs: Tenant(s) may sign out a key from the office during regular business hours if your key has been misplaced or locked in your room. The signed out key must be returned on the same day.

102.1. If you have your original key and require additional keys, SPI offers key cutting services at \$5.00/key. Tenants may choose to pick up their requested key free of charge at the office by arranging a date and time with the property manager between Mon-Fri 10:00am-5:00pm. Or, choose to have their requested key lock-boxed at the property for retrieval with an added delivery charge of \$10.00.

102.2. Regular business hours Lock-Out service call; \$25.00

102.3. After hours Lock-Out service call until 10pm; \$75.00

102.4. Late night Lock-Out service call between 10pm-9am; \$125.00

102.5. Management reserves the right to deny requests for lock-out service if the tenant making the request is found to have pre-existing and outstanding fees for lock-out service, and refer the tenant to a professional locksmith at their own expense.

103. EXTERIOR GARBAGE: If at any time a garbage removal or debris service is required as a result of the neglect of the Tenant(s) responsibilities, a minimum removal fee of **\$200.00 (Two-hundred dollars)** will be applied to Tenant(s).

104. CLEANING: In the event where Tenant(s) in a household cannot reach an agreement on cleaning responsibilities, or have neglected capacities of maintaining the property due to personal differences, the management can be commissioned to provide cleaning services and bill this to the household. Cleaning services start at \$35.00/hour.

104.1. Where a deep clean of the property is required at any point during the tenancy, or upon move-out inspection of the property, tenant(s) may be billed \$100-300 per person depending on the expense and extent of cleaning services required. This includes cleaning, junk removal, and waste disposal. Additional fees will be applied if further damages are found.

104.2. The tenant(s) acknowledge that they can still be subject to the above fines **regardless of the condition of their individual unit** if the common/shared spaces of the property are found in an unfit and unclean condition that may delay or impede on future showings and tenant placements.

105. Bank Fees: If **any** cheque or debit is given to the Landlord and returned by the Tenant(s)'s bank, or such bank refuses to honor **any** cheque, a service charge of **\$20.00 (Twenty dollars)** will be made, in addition to the bank fees which the Tenant(s) hereby agree to pay and is to be recoverable by the Landlord in the same manner as rent in arrears.

Checklist Prior to Key Release

106. Before moving in, Tenant(s) **MUST HAVE:**

- Paid first and last month's rent.
- Paid a \$100 remittable key deposit.
- Read, understood, filled out, and signed the Lease Agreement, Standard Building & Management Policy, and Student Rental Program.
- Read, understood, filled out and signed a Commitment to Rent agreement.
- Provided a copy of valid government photo ID and proof of enrolment into a post-secondary program.
- Submitted preferred and management approved payment method via Tenant Account EFT or Direct Debit/Direct Deposit.
- Contact management with any requests to pick up their keys at a later date **at least 48 hours before the expected move-in date.**

Communications & Maintenance

107. Any standard maintenance request or general communications **MUST** be submitted in writing via Spotted Properties online platform, Buildium, which can be accessed through our website;

Direct Link

<https://spottedpropertiesinc.managebuilding.com/Resident/apps/tenant/login>

108. For emergency repairs during **regular business hours:**

Monday – Friday 10am-5pm

CONTACT: **905- 527- 3333**

109. EMERGENCY: For **after hours** emergency repairs between 5pm-9am and weekends, please contact our emergency maintenance service:

- **CONTACT: 1-888-486-5590**

Please be advised, this line is reserved for EMERGENCY CALLS ONLY

110. Emergency Constitutes:

- Lock-out
- Fire to the property or CO alarm is sounding (**Please call 911 First**)
- Electrical Sparking
- Flooding / Burst pipe or Drain
- Broken refrigeration

Initials _____

- Broken door main door.

110.1. Refrigeration: If only **ONE** refrigeration unit is accessible and breaks down/stops working this will constitute an emergency under the RTA.

110.1.1. However;

- If more than **one (1)** refrigeration unit is accessible and running in the rental property, any repairs/replacements to any **one (1)** refrigeration unit it is **not** considered to be an emergency and will be dealt with as such, as long as the other refrigeration units are running.
- If multiple refrigeration units break down at once and the Tenant(s) **do not** have refrigeration, the management is only obligated replace/repair **one (1)** as an emergency repair, anything after that is **not** considered to be an emergency.
- Management will not be held responsible for reimbursement of any food or perishables lost to a broken refrigerator or freezer. They are solely responsible for the costs associated with repairing or replacing the unit.

III. Misuse of the Emergency Line/Use of the Emergency Line for Non-Emergencies:

111.1. Tenant(s) understand and acknowledge the above terms and conditions which constitute substantial reasoning for calling the emergency line.

111.2. **Tenant(s) may be subject to a charge starting from \$15.00** for misuse of the emergency line by means of calling for matters deemed a non-emergency, or repeatedly calling the line for non-emergency matters and holding the line where other emergency calls may be coming through. This is assessed on a case-by-case basis.

111.3. All emergency calls should be made from a non-blocked and registered number, with **a name, number for callback, your property address, and a brief description of the emergency you are experiencing** in case the line sends you to voicemail, or our emergency responder is on another call.

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.

Liability

112. SPI 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.

113. In case of breakdown of the electrical system, appliances or other mechanical systems, the Landlord will repair and conduct reasonable diligence but will not be liable for any damages or loss of property or otherwise. The Tenant(s) shall give the landlord prompt written notice of any accident or defect in the rented premises.

114. Management will not be held responsible for reimbursement of any personal damages, cost of accommodation, or otherwise compensated in the event of damage to the property as a result of uncontrollable factors such as floods, pre-existing foundational/construction issues, and environmentally incurred damages. Damages or accommodations desired as a result of such events are to be covered by your Tenant's Insurance, or other personal coverage.

Indemnification

I15. The Tenant(s) further agree to indemnify SPI 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.

I15.1. This includes such safety devices as: Smoke alarms, fire escape/exit, carbon monoxide detector, fire extinguishers, burglar alarms, rails and grab bars.

I16. The tenant agrees to notify the management of anything that is visibly and obviously deficient in function immediately. Should the tenant fail to notify the management, the management shall be held harmless of any pursuit legal action by the tenant as a result of said deficiency.

Severability

I17. If any part of this agreement becomes unenforceable, illegal or void, it shall not interfere with the rest of the agreement and the rest of the agreement shall remain valid and enforceable.

I18. If the management services become discontinued at any time during your tenancy the management will assign in writing, a new management or landlord. The new management and/or Landlord(s) will assume all responsibilities that are under the lease and this agreement, for the duration of the Tenant(s) tenancy, current pricing structure or fees for services may change based on the new Management.

Agreement Breach

I19. By signing this agreement Tenant(s) agree to follow and adhere by all terms, conditions, and regulations provided within this agreement, failure to abide by part or all of this agreement can result in termination to the tenancy.

I20. 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.

I21. 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.

Acknowledgments

I22. The Tenant(s) acknowledge that by signing this agreement, they accept a joint responsibility with the other Tenant(s) signed to the agreement but will have the total rent proportionally reduced or raised according to the increase or decrease in household members.

I23. Every individual Tenant(s) agrees to sign group lease, Tenant(s) agree to assume responsibility and control over household with the other Tenant(s)

123.1. The Tenant(s) understand that any tenant(s) originally signed to a group lease on a fixed term will be prompted to confirm the renewal or termination of their agreement by no later than **the date indicated on the signed and agreed to conditions of the Commitment to Rent Agreement**.

123.2. **The Tenant(s) acknowledge that in the event of more than 50% termination of the household, management reserves the right to deny an application for renewal, and direct the tenant(s) to pursue**

Initials _____

a new lease by restarting the application process through Spotted Properties, or elsewhere.

- 123.3. The Tenant(s) understand and accept that once a termination form is completed and submitted to management, their decision cannot be withdrawn after 24 hours unless explicitly requested, and agreed upon in writing by the property manager.
- 123.4. The Tenant(s) understand that by signing a group lease on a fixed term, management reserves the right to the same expectations through a fixed term agreement to renew or terminate the tenancy at the end of each agreement term.

I24. The landlord is not required to accept any changes in the lease agreement which includes changes to person(s) and/or rent amounts. The management may decide to continue with the lease and allow substitutions, however, also reserves the right to terminate a lease if more than 50% of the occupants change.

I25. All Tenant(s) acknowledge that in order for the management to intervene in **any** matters, a record of complaint must be documented.

I26. The Tenant(s) understand that adjustments may be made to this building policy however; Tenant(s) will be notified by email if **any** changes are made.

I27. All revisions will be updated on the Spotted Properties website.

127.1. By signing this agreement, the Tenant(s) acknowledge that they have read and fully understand the contents within this agreement; the Tenant(s) agrees to follow and adhere to the conditions listed within this agreement.

127.2. The Tenant(s) acknowledges they are not the sole tenant(s) of the property, and that a group lease must be signed with the other tenant(s), the Tenant(s) also agree to joint responsibility with the other tenant(s) on the property.

127.3. The Tenant(s) acknowledges and agrees to adhere to all terms within this agreement.

I28. All tenants understand that if the property is no longer managed by SPI or the management changes, terms of engagement in this building policy may change and be assumed with the Owners or new management company.

Move-Out Policy:

I29. The Tenant(s) acknowledge that the property shall remain in a tidy and clean manner in both units and common areas upon signing their termination agreement to ensure that the property is fit for showings, and the collection of photo/video footage for ads and virtual tours.

I30. The Tenant(s) agree that the property **will be vacated by 11 (eleven) a.m.** on the final day of their tenancy unless otherwise agreed upon in writing.

130.1. Should tenants require additional time to vacate, requests should be made **at least** 72 hours in advance to allow for proper review. **However, management cannot guarantee accommodation.**

I31. The Tenant(s) agree to leave the property in a reasonably clean state upon the termination of their tenancy.

131.1. Failure to do so may result in charges for cleaning, junk/waste removal, pest control, furniture/item disposal, or other billable services or damages upon inspection of the property. (Refer to page 13 - Service Fees for further details).

Specifically, you **MUST** do the following when moving out of the unit:

1. Cooperate with showings by keeping the residence in presentable condition including all common areas and vacating units to reduce required visits.

2. Begin to remove all unwanted items for trash or special pick-up.

****Piles of debris left around the property exterior or interior on moving day that are not removed will be subject to waste management fees****

3. Remove all food and personal belongings.

****Any items left behind will be accounted for and billed to tenants as a disposal fee.****

4. Thoroughly clean the refrigerator and freezer.

5. Clean the stove top and oven and any other appliances that came with the property (such as microwave ovens, etc.).

6. Clean the toilets, bathtubs, showers, and sinks.

7. Remove and dispose of any build-up of lint, dryer sheets, soap scum, and debris from the washing machine and dryer.

8. Clean all floors, and vacuum all carpeting.

9. Inform management at once if the property is missing: a garbage bin, a compost/green bin, one or more recycling bins.

****Tenants caught using any of these for storage or removing them from the property to aid in personal disposal will be charged a replacement fee.****

10. Report any damages or defects in writing - including if you notice any missing/burnt out bulbs, used or missing fire extinguishers, or defective/dismantled smoke detectors/CO detectors.

11. E-mail photos of your vacated and cleaned out unit and any common areas on the day you move-out.

12. Return your keys by placing them in a labelled envelope with your name, the property address and unit number, and the date. Once ready, drop off the envelope at our office on 55 Wentworth St. S. Hamilton,ON, L8N 2Y5 **using the black lockbox on the railing of the rear parking lot entrance.** Confirm the return of your keys by emailing your property manager to inform them that your move-out is complete.

****Please make sure the envelope is properly sealed, as any misplaced or lost keys can result in loss of your eligibility for key deposit remittance. All successfully returned keys will be accounted for, and your key deposit will be remitted within 15 business days.****

Tenants

Print Name

Signature

Date

Landlord / Representative

Print Name

Signature

Date

Print Name

Signature

Date

Initials _____