

Note

This tenancy agreement (or lease) is required for tenancies entered into on **March 1, 2021 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
ARNOLD PALMER

Note:

See Part B in General Information

and Tenant(s)

1. Last Name XXXXXXXXXX	First Name XXXXXXXXXX
2. Last Name XXXXXXXXXX	First Name XXXXXXXXXX
3. Last Name	First Name
4. 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) XXX	Street Number XXXX	Street Name XXXXX	
City/Town KINGSTON	Province Ontario	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 205	Street Number 275	Street Name BAGOT	PO Box
City/Town KINGSTON		Province ONTARIO	Postal Code/ZIP Code K7L 3G4

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

☒ Yes ☐ No

If yes, provide email addresses:

arniepalmerproperties@gmail.com

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

☒ Yes ☐ No

If yes, provide information:

613-546-4281

Note:

See Part B and E in General Information

4. Term of Tenancy Agreement

This tenancy starts on: XXXXXX
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: XXXXXX
Date (yyyy/mm/dd)

☐ a monthly tenancy

☒ other (such as daily, weekly, please specify): XXXXXXXXXXXXXXXXXX

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 XXXXXX (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 X XXX

Parking (if applicable) _____

Other services and utilities (specify if applicable):

Tenant(s) responsible for utility bills. _____

Total Rent (Lawful Rent) X XXX XX

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:

ARNIE PALMER

d) Rent will be paid using the following methods:

One (1) etransfer for the total amount of rent per unit per month sent to arniepalmerproperties@gmail.com.

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 type="checkbox"/> Yes <input checked="" 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input 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>Hot water tank rental</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Other _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Parking spaces, if available, are for rent at the discretion of the landlord. The cost of each space is an additional \$65.00 per month based on a 12 month parking rental agreement. Parking rental agreements of less than 12 months will be \$80.00 per month. First and last months' payment due prior to use of the space.

All snow and ice removal to be the responsibility of the tenant(s). N/A

The tenant(s) to pay for all service calls other than those made by the landlord.

See attached pages.

The following utilities are the responsibility of:

Electricity ☐ Landlord ☒ Tenant
Heat ☐ Landlord ☒ Tenant
Water ☐ Landlord ☒ 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):

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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 \$ _____. 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 \$ _____ 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:

Note:

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

10. Smoking

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):

The tenant(s) acknowledges that this is a non-smoking unit/building. Then Tenant(s), Occupant(s) and their guests are prohibited from engaging in smoking, vaping, or consumption by inhalation of tobacco, cigarettes, cannabis, or burning or smoking including vaping any other substance in the Rental unit/building. References to "smoking" are deemed to include the smoking or burning of any substance. The Tenant(s) understands that smoking is only permitted outside the building/complex no closer than 9 meters away from the exterior.

Note:

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

11. Tenant's Insurance

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

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.

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FOR

ARNIE PALMER

275 Bagot Street Suite 205

Kingston, Ontario K7L 3G4

613-546-4281

arniepalmerproperties@gmail.com

Tenants agree by signing this lease that they become joint and several tenants.

The Tenant(s) agree to do an inspection of the property within two (2) days of the start of the lease and to submit in writing a single list of deficiencies including requests for painting, cleaning, removal of items and repairs including broken glass to the Landlord. The Landlord, at his discretion, will address these items between May 1st and August 30th, and will have the final say in what work is to be done.

The Tenant(s) agree that if no list is given then the premises are deemed to be in a satisfactory state of repairs and cleanliness and any damages to the premises including broken glass which is identified subsequently is the Tenant(s) responsibility.

All painting and decorating to be done by the Landlord, if required. Rooms to be painted must be free of furniture. The Landlord agrees to complete any painting, repairs or upgrades by August 30th.

Tenant(s) agree to not use nails, screws, tacks or tape on the walls, floors or ceiling. (Exception made for the proper installation of window coverings which are the tenants' responsibility)

The Tenant(s) agree to pay the Landlord immediately for the cost of repairing any damages caused by their wilful or negligent conduct or that of persons on their premises.

The Tenant(s) agree not to install any locking devices on any door in the unit, and further agree that if they do so the Landlord may remove the lock immediately, at a cost of \$75.00 per lock to be paid by the Tenant(s) immediately.

Tenant(s) agree to provide and use proper shower curtains and bath mats (with rubberized backings) for all bathrooms. The cost to repair damages to floors and ceilings resulting from a failure to use said items to be paid immediately to the Landlord.

Tenant(s) agree that bikes shall not be brought into or kept in the units or any hallways.

Tenant(s) who wish to have pets must provide a letter to the landlord indicating that they will be solely responsible for paying for any damages or cleaning that are attributable to the pet as determined by the landlord. Fees to be paid 30 days before the end of the tenancy.

TENANT(S) Initial(s) _____

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FOR
ARNIE PALMER

Tenant(s) agree(s) to abide by all the City of Kingston bylaws and property standards, and to pay immediately any fines or penalties for failing to act upon or comply with any bylaw orders.

Tenant(s) agree that open fires are not permitted on the property and that BBQ's are not allowed on covered porches.

The Tenant(s) or Occupant(s) of the Rental Unit shall not engage in the cultivation, or growing, or distribution of Cannabis in the Rental Unit. A breach of this Rule shall be sufficient basis for the Landlord to seek termination of the tenancy based on the Tenant(s) Interference with the legal interest of the Landlord and other tenant(s) in the unit. If there are *Human Rights Code* issues where the cultivation and growing of Cannabis is deemed necessary to accommodate the needs of a tenant or occupant of the Rental Unit, such activity shall not be conducted at the Rental Unit.

Tenants agree not to engage in any activity that causes excessive noise which may disturb other tenants or neighbours.

Tenants agree not to go onto any roof.

Tenants agree that cleaning services, when provided, are done **biweekly from the middle of September to the end of April** at the sole discretion and scheduling of the landlord, and may be withdrawn if tenants are not in compliance with the lease or if other circumstances warrant. The responsibility for maintaining the rental unit in a reasonable state of cleanliness is the tenant(s).

The Tenant(s) agree that if they vacate the premises and leave any possessions or garbage left behind they shall be deemed to have been abandoned and the Landlord may immediately dispose of them at his absolute and sole discretion may decide that the cost of such removal and disposal shall be an additional charge to the aforesaid Tenant(s) payable within 14 days of such demand.

Tenants agree to notify the landlord prior to subletting.

Tenant(s) agree that all costs for cleaning or repairs that are the result of sub letters or other occupants will be paid by the tenant(s).

The Tenant(s) agree to notify the landlord if at any time, between December and March, that they are not going to be at their unit for more than 48 hours.

The Tenant(s)-- that control the heating system for the house or their unit---agree to keep the temperature set to no less than 15 degrees Celsius

TENANT(S) Initial(s)_____

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FOR
ARNIE PALMER

Tenant(s) agree(s) not to install satellite dishes.

The Tenant(s) shall be responsible for all clogged drains and toilets. No garbage refuse, food waste, grease, sanitary napkins, tampons, flushable wipes, cat litter or disposable diapers are to be flushed down the toilet or allowed to enter the drainage system notably kitchen sink or dishwasher. Should the system be plugged up with any of the items, Tenant(s) shall pay to repair immediately.

The Rental Unit shall include the interior of the building only and shall not include decks, balconies, porches, roofs, patios or any other of the exterior appurtenances of the building or any of the land owned by the landlord immediately contiguous to the building, provided, however that the tenant(s) shall have a right of way over said land and appurtenances during the period of the tenancy

Tenant(s) agree(s) not to draw on or otherwise mark or attach signs to any exterior wall or window..

The Tenant(s) covenant and agree not to claim from the Landlord for loss, injury or damage to persons or property resulting from such being on or about the rented premises whether caused by fire, smoke, theft, burglary or for any cause whatsoever and in particular but without limiting the generality of the foregoing, the Landlord shall not be liable for any such loss, injury or damage to property, including automobiles and contents. It is therefore important that each Tenant carry adequate personal and property insurance in effect while the lease in effect for this address, copy of policy to be supplied to Landlord thirty (30) days before start of tenancy.

The Tenant(s) shall permit viewing by prospective Tenant(s), with proper notice. Should the Tenant(s) effectively deny the Landlord reasonable viewing rights, damages could include a full year's rental loss for which the Tenant(s) will indemnify the Landlord.

The tenant(s) agree(s) to pay their e-transfer rent deposit and sign their lease within 24 hours. If Arnie Palmer Properties has not received the signed lease and the rent deposit within the 24 hour period then said papers will be null and void and Arnie Palmer Properties will begin reshowing the apartment/house to prospective tenants.

If the Tenant(s) wish to negotiate a new lease, the Landlord shall be notified in writing by 1 PM on **NOVEMBER 10, 2024**.

Tenant(s) agree(s) to move out on the last day of their lease by **3PM**.

TENANT(S) Initial(s) _____