

# Building & Management Policy

## Student Rental Program

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".

The Student Rental Program (SRP) is set to help tenants under "student" status obtain housing. Where students may not typically qualify under traditional application processes due to lack of standard qualifying factors. The SRP considers other criteria unique to students to help facilitate the tenant placement process. By signing this document, the applicants are subscribing that they agree to the policies, terms and conditions listed below.

All properties under this program require applicants to produce proof of enrollment into a university or college program. Such proof may be produced in the form of a student card, transcript, enrolment letter, etc.,. The SRP also extends to recent graduates up to 2 years after being enrolled into a school's program,

### 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) agree to inform the management of their intention to renew or terminate their lease on or before January 2nd of each year. The students further acknowledge that if they fail to give a response by January 2nd, the management will assume the students' intention of terminating the lease.
3. 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 deposit will carry over to be applied to the last month of tenancy.
4. 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 the indicated occupants, including no pets or any other livestock, reptile or any other animal to be kept or allowed in or about the Rented Premises.
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. Tenants are responsible for their own keys. If a tenant loses their keys or get locked-out they are responsible to call a locksmith to have the door opened should Landlord not be available. A \$100 key replacement fee will apply if copies are required. Lost or stolen keys need to be reported immediately and a service fee will be applied.
7. The Tenant(s) shall not, 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) further agrees to return all keys and access cards to the Landlord at the termination of the tenancy.
8. 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, (b) with sufficient notice specifying the time of entry, (c) within 3 (three) business days during regular business hours after a maintenance request has been made. Entry may be granted with the consent of the tenant(s) at the time. If there is an emergency of any kind, as an example... water leaks, gas, electrical or any other problem that may put the property or other tenants at risk, the landlord reserves the rights to enter the premises without any notice.
9. AS IS CONDITION The tenant(s) acknowledges the rental dwelling is being rented "AS IS" the landlord and management is under no obligation to upgrade the dwelling in a manner not required by building or safety standards.

10. Be respectful of your house mates, laundry machines and dishwashers may only be operated between 9am-9pm
11. 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, occupant's, 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.
12. 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.
13. At NO time is the tenant(s) allowed to remove the windows or screens without the consent of the landlord. If screens or windows are missing the tenant(s) will be responsible for the replacement cost/and labor.
14. Snow removal - Snow must be shoveled within 24hrs of any snowfall. A shovel and salt will be provided by the landlord. Unless a shoveling contract has been agreed upon and noted in the lease.

\_\_\_\_\_ N/A \_\_\_\_\_ TENANT

15. The landlord strictly prohibits any access to any roof. Under NO circumstances is anyone allowed to access the roof.
16. If the tenants have control of their own utilities the following applies. Heat cannot be turned off in winter season. If the tenant(s) leave the rental unit for Christmas holidays the heat must be left on. Min 17 degrees Celsius is permitted. If the heat is turned off, there is a risk of water pipes freezing and bursting. As this poses an extreme risk to the property, and other tenants' safety, should this be a result of negligence you will be held fully responsible for covering all damages to the property/furnishings and anyone else property that has been damaged by such actions.
17. Running Toilets must be reported immediately. If the issue is discovered by the landlord, due to an increase in the water bills, the tenant(s) will be responsible for the increased water charges.
18. NO smoking of any kind is permitted in the rental unit or hallways. A breach in this policy will be considered grounds for termination of the lease agreement.
19. The Landlord has equipped the rented premises with a smoke and carbon monoxide detectors or a dual detection device. The Tenant(s) agree not to, under any circumstances, disable or tamper with said safety device and notify the 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 Landlord of any safety device not in proper functioning order. (devices usually beep when out of order)
20. The Landlord shall not be liable for any injury/damage to any person or property, including vehicles and their contents, in or about the rented premises but not limited to, 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 quarters 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 (text) of any accident or defect in the rented premises in which the rented premises

are located.

21. 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 is given to the Landlord is returned by the Tenant(s)'s bank, or such bank refuses to honor any cheque and administrator charge of \$40
22. 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 it may see fit and the Tenant(s) specifically agrees 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.
23. 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- -vis discrimination or harassment of other Tenant(s), the Landlord's agents or employees, such contravention 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.
24. 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):
  - a. Household furniture and personal effects shall be moved to and from the rented premises between the hours of 9am, and 8pm only.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. The landlord shall have access to the grounds of the property and use of all amenities subject to the property grounds.
  - f. 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.
  - g. No additional heating, cooling, electrical connections, appliances or plumbing shall be installed in the rented premises, without first obtaining the written consent (text) 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.
  - h. The Tenant(s) shall not make any alterations, additions or improvements to the rented premises without first obtaining the written consent (text) 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's 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. All walls are painted with Benjamin Moore C174 Revere Pewter, matt Azure
  - i. 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 fire 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.
- j. 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.
  - k. All garbage is to be enclosed in black plastic bags and disposed of at the specified times and location designated by the Landlord/municipality. Small grocery bags will not be collected. The Tenant(s) is responsible for the removal of their own garbage, taken from the property to the curb for garbage day pickup. garbage cans and recycling bins are the responsibility of the Tenant(s).
  - l. The Tenant(s) is permitted 1 (one) garbage bag, or 1 (one) garbage bin per household or apartment to put on 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.
  - m. The Tenant(s) agree not to sublet the property in any form or manner without the permission of the landlord.
  - n. Only persons named on the lease can occupy the premises. If during the term of the tenancy, another party moves in the Landlord must be notified. A fee can be applicable for utilities.
  - o. 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 \$100.00 will be applied across all resident(s).
  - p. 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.
  - q. The Tenant(s) agrees not to list the dwelling on Airbnb or any other such similar rental sites.
  - r. The SRP provides regular inspections and maintenance services. As such, animals that may cause allergies or any form of disruption to other tenants or staff are NOT permitted in the rental unit.
  - s. The Landlord 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.
  - t. The Tenant(s), whether they are dividing the rent amongst multiple members of their group, are renting the dwelling in entirety and are assuming full responsibility for the total rent amount. If one group member is deficient in paying their share, the rest of the group is equally responsible for the remainder of the rent amount.
  - u. If at any time it is to be discovered or thought to have bed bugs, you MUST contact the Landlord Immediately. The extermination fees it will be a shared between the Landlord and the Tenant(s) and will be the Landlords option of extermination company.
  - v. If the property grounds have been furnished with any amenities, pool, bike racks, cabanas, BBQ, outdoor furniture of any kind, etc. the tenants and their agents or guests, MUST follow the ground rules of the property that is site specific and posted on site.
25. The Tenant(s) agree that the property will be vacated by 11am on the final day of their tenancy unless otherwise agreed.
  26. Furthermore, please reference the Move-Out Reminder, and the Cleaning & Damage Repair to stay fully compliant with all Building Policies.
  27. Any tenant who has become a party to the RTA (standard form of lease) agrees to indemnify and save harmless each other tenant who has also signed said RTA to the extent that the tenant has failed the honor their obligation under this RTA.
  28. Due to Ontario water bi-laws water bills and water heater rental will be billed to tenant(s) separately.
  29. If there are any future taxes or renters fees, student house fees, room rental fees, imposed upon landlords/land owners from the City of Hamilton, the tenant agrees to pay for these levies.

## *Move-Out Reminder*

Now that 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.

1. Cooperate with the showing of the residence for re-rental, keeping the premises in presentable condition.
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 your title.
3. Remove all food and personal belongings.
4. Thoroughly clean refrigerator and freezer.
5. Report any damages in writing.

We ask that you contact us prior to moving out. Book an appointment in order that the keys are returned. After you have vacated the premises it will be inspected. Should the unit require any cleaning or repairs, these will be charged to your title.

## Cleaning & Damage Repair Sheet

Below is a list of estimated charges of assorted items or jobs that may sometimes be required after a residence has vacated. All charges include labor, all parts and materials required. Tenants are not responsible for reasonable wear and tear. Although excessive wear and tear and neglect may incur charges as follows.

CLEANING	PRICE	FLOORING	PRICE
Clean Refrigerator	50.00	Remove carpet stains	80.00
Clean stove-top	30.00	Deodorize carpet	80.00
Replace stove drip-bowls	30.00	Repair carpet	150.00
Clean oven	50.00	Repair hardwood floor	95.00
Clean stove hood	30.00	Refinish hardwood floor	380.00
Clean kitchen cabinets	45.00	Repair linoleum	85.00
Clean kitchen floor	50.00	Replace bathroom linoleum	385.00
Clean tub/shower and surround	30.00	Replace kitchen linoleum	385.00
Clean toilet and sink per bath	20.00	Replace floor tile	75.00
Clean bathroom, cabinets and floor	25.00	Replace ceramic tile	150.00
Clean carpets per room	75.00		
Vacuum throughout dwelling	40.00	DOORS	
Window cleaning per unit	15.00	Repair hole in hollow core door	55.00
Cars leaking oils could result in major damage to asphalt		Repair forced door damage	150.00
		Replace door (inside)	155.00
GENERAL REPAIRS		Replace door (outside)	285.00
Replace refrigerator shelf	55.00	Replace sliding glass door	475.00
Replace stove/oven knob	55.00	Replace sliding door screen	55.00
Repair ceramic tile	150.00		
Replace countertop	9-1500	WINDOWS & TREATMENTS	
Replace cutting board	40.00	Replace window pane	175.00
Replace kitchen/bathroom cabinet knobs	30.00	Replace blinds	175.00
Replace mirror	50-300	Replace window shade	15.00
Replace medicine cabinet	100-400	Replace window screen	75.00
Replace towel bar	75.00		
Replace tub/shower enclosure	5000	LOCKS	
Re-grout bath/shower tiles	165.00	Replace key	50.00
Repair porcelain	136.00	Replace door lock	75.00
Replace thermostat	250.00	Replace deadbolt lock	100.00
Replace fire extinguisher	75.00		
Remove junk and debris	250.00	PLUMBING	
		Replace kitchen faucet	200.00
WALLS		Replace bathroom faucet	150.00
Remove mildew and treat surface	150.00	Replace shower head	50.00
Cover crayon/marker/pen marks	100.00	Replace toilet tank lid & seat	50.00
Repair hole in wall	75.00	Replace toilet	350.00
Remove wallpaper & refinish walls	75\$ per/hr.	Replace garbage disposer	125.00
Repaint per wall/ceiling	150.00	Snake Toilet	100.00
		Clear sewer line	180.00
GROUNDS/EXTERIOR			
Major yard Cleanup	75\$ per/hr.	ELECTRICAL	
Minor yard Cleanup	75\$ per/hr.	Replace light bulb	20.00
Mow lawn front and back	50\$ per/hr.	Replace light fixture	75.00
		Replace light fixture globe	12.00
EXTERMINATING		Replace electrical outlet/switch	20.00
Exterminate for cockroaches or bedbugs	550.00	Replace electrical cover plate	10.00
Exterminate for fleas	475.00		

IN WITNESS WHERE OF the said parties hereto have hereunto set their hands and seals in agreement and full compliance with said Building Policy Doc # BMP-SRP-1, for the property. Signed, Sealed and Delivered in the presence of landlord with authority to bind the corporation.