

**2710736 Ontario Inc.**

**189 King Street West, Kingston, ON, K7L 2W7**

**SCHEDULE A – ADDITIONAL TENANCY TERMS**

1. **1. Tenant Obligations.** The Tenant(s) covenant and agree with the Landlord as follows:
  - a. Rent - to pay rent, parking and all other charges required by this Lease when due;
  - b. Parking - is permitted only in designated areas. The landlord has the right to assign / reassign parking spaces at the Landlord's sole discretion.
  - c. Residential Uses Only - to use the Rental Unit for residential purposes only and for no commercial or other purposes (including but not limited to garage sales);
  - d. Additional Occupants - not to allow the Rental Unit to be occupied by any person other than the Tenant(s), unless:
    - i. Tenant is residing in the Rental Unit with the occupant;
    - ii. Such occupation does not result in a contravention of any applicable health, safety or housing standards due to overcrowding or otherwise;
    - iii. Notify the Landlord promptly in writing of the names of any persons other than the Tenant(s) that are occupying the Rental Unit;
  - e. Communication with Parents - that the Landlord is authorized to use any parent contact information that it receive from the Tenant(s) to contact the Tenant(s) parents in event of emergencies, special circumstances (as determined by the Landlord), or for the purpose of forwarding mail or other notices and, for further certainty, the Landlord is authorized to disclose any and all information, including personal information, in respect of the Tenant(s) to the parents of the Tenant(s) in connection with the purposes noted above;
  - f. Roof, Balconies, Porches and Outdoor Areas - that the roof, balcony, porches and outdoor areas that are connected with the Rental Unit, or located on the same property as the Rental Unit, do not form part of the Rental Unit and shall be subject at all times to the management and control of the Landlord. In particular, the Tenant(s) shall not:
    - i. access or permit anyone else with access to the roof of the building in which the Rental Unit is located (the "**Building**");
    - ii. permit any furniture intended for indoor use to be placed on any balconies; or
    - iii. encourage or permit guests or invitee of the Tenant(s), to engage in any activity that constitutes a "Nuisance Party" for the purposes of the City of Kingston's By-Law 2018-53 (Nuisance Parties);
  - g. Keys - to return to the Landlord all keys to the Rental Unit on termination of this Tenancy Agreement;
  - h. Signs - not to post or inscribe signs, advertisements or notices on any part of the Rental Unit or the Building, except with the prior written consent of the Landlord. Election signs do not need to be approved by the Landlord;

- i. Painting - not to paint any part of the Rental Unit or the Building;
- j. Fire Risk - not to use candles or open flames in the Rental Unit or do or permit anything else to be done in the Rental Unit, which creates a risk of fire or increases the cost of fire insurance on the Building or its contents;
- k. Smoke and Carbon Monoxide Detectors - not remove, relocate, tamper with, adjust or in any way alter the smoke or carbon monoxide detectors supplied by the Landlord (including, but not limited to, removal of batteries or disconnecting of electrical wires) and to notify the Landlord in writing immediately of any malfunction or deficiency in respect of any smoke or carbon monoxide detecting devices;
- l. Cannabis Cultivation - not engage in the cultivation, or growing, or distribution of cannabis in the Rental Unit or at the Property. A breach of this covenant shall be sufficient basis for the Landlord to seek termination of this Lease based on the Tenant's interference with the legal interest of the Landlord and other tenants at the Property. 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 or Property;
- m. Smoking - the tenant acknowledges and agrees that smoking (e.g. cigarettes, marijuana, etc.) is NOT permitted in the residential unit under any circumstances. Recognizing that the main floor is a medical clinic, no smoking shall occur anywhere on the property of 189 King St W. This includes tenants, occupants, and guests. The tenant acknowledges and agrees that a breach to this term is considered interference with the peaceful enjoyment of the premises by the landlord and/or other tenants;
- n. Pets - not to keep any animal on the Rental Unit that disturbs or endangers other tenants or the Landlord and to abide by all laws and by-laws relating to animals and pets; in all cases where a dog, cat or other pet has been on the Rental Unit at any time, the Tenant(s) agree to pay to have the carpets and other flooring supplied by the Landlord professionally shampooed, fumigated and deodorized at the end of their tenancy and more often if the Landlord determines that it is necessary.

This requirement is, among other things, intended to mitigate the risk of allergic reaction to present and future tenants and their guests. The Tenants shall be liable for the full replacement cost of carpeting, flooring and other items if stains and odours caused by pets cannot be eliminated;

- o. Noise, etc. - not to interfere with the reasonable enjoyment of other tenants of the Building by noise or other cause;
- p. Access - not to obstruct the sidewalks, entry, passageway, hallways and stairways used in common with other tenants of the Building nor to use the same for any purpose other than proper access to and from the Rental Unit;
- q. Cleaning - to clean and maintain floors, carpets fixtures, appliances and to clean and maintain all washable surfaces in the Rental Unit sufficiently often to prevent abnormal wear and tear or deterioration and to leave the Rental Unit in a condition of cleanliness

and repair suitable for immediate re- rental; the Tenant agrees to an inspection during the week prior to vacating and upon completion of the tenancy;

- r. Garbage - to store all garbage in a sanitary manner and in a manner that does not attract vermin;
- s. Notice of Damage or Deficiencies - to promptly notify the Landlord of any damage or deficiencies in respect of the Rental Unit or any of the services or facilities provided in connection with the Rental Unit;
- t. Windows - to observe strict care not to allow any windows in the Rental Unit to remain open so as to admit rain or snow or to allow water pipes or heating pipes to freeze;
- u. Compliance with Laws - to comply with the *Residential Tenancies Act* (Ontario) and all other applicable federal, provincial and municipal laws, regulations and by-laws in connection with the Tenant(s)' use and occupation of the Rental Unit, including but not limited to the City of Kingston's By-Law 2018-53 (Nuisance Parties);
- v. Compliance with Landlord's Rules and Regulations - to comply with any reasonable rules and regulations that the Landlord may have prescribed from time to time in respect of the Tenant(s) use of the Rental Unit and the Building;

2. **Services, Facilities, and Condition of the Rental Unit.** Except to the extent:

- a. provided for in this Lease;
- b. required to maintain the Rental Unit (and the complex, if any, in which the Rental Unit is located) in a good state of repair, fit for habitation and in compliance with applicable health, safety, housing and maintenance standards; or
- c. The tenant(s) will be given an opportunity to inspect the Rental Unit and all appliances in or connected with the Rental Unit upon taking possession to confirm that the Rental Unit and all services and facilities connected with the Rental Unit are in a good state of repair and fit for habitation and use, as applicable.

3. **Payment by a Non-Tenant.** Except in so far as this Lease is assigned or sublet, the acceptance of rent by the Landlord from any person other than the Tenant(s) shall not create any agreement between that other person and the Landlord in respect of the Rental Unit. In that case, the other person paying the rent is paying the rent only on the Tenant(s) behalf and as an agent for the Tenant(s).

4. **Insurance, Indemnity and Limitation of Liability.**

- a. In addition to the insurance that the Tenant(s) are required to obtain and maintain under the standard form portion of this Lease, the Tenant(s) shall carry appropriate and

adequate insurance coverage for property loss and damage during the term of this Lease, at the Tenant(s)' own expense;

- b. The Tenant(s) agree to indemnify and hold harmless the Landlord from and against any and all losses, claims, actions, demands, liabilities and expenses, including legal fees and expenses on a full recovery basis, that the Landlord may suffer, incur or be subject to as a result of or arising out of or in connection with: (i) any negligent act or omission of the Tenant(s) or the Tenant(s)' invitees in or about the Rental Unit; (ii) any breach by any of the Tenant(s) or the Tenant(s)' invitees of any provision of this Lease (including but not limited to non-payment of rent); or (iii) any breach by the Tenant or the Tenant(s)' invitees of any applicable laws;
- c. Save and except only to the extent that the Landlord cannot contract out of such liability under the *Residential Tenancies Act* (Ontario) or other applicable law, in no event, whether or not the result of the negligence of the Landlord, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Landlord be liable for:
  - i. any injury or damage to persons or property (including but not limited to death) arising from or attributable to: (A) fire, storm, explosion, "Act of God", steam, water, rain, snow or gas (including but not limited to gas or water that may leak into the Rental Unit from any part of the Building or from any other place or source); or (B) anything done or omitted to be done by any other tenant of the Building or any other third party (including any theft or other criminal acts or omissions of any such tenants or third parties); and
  - ii. any special, indirect, incidental, consequential, punitive, reliance or exemplary damages (including loss of data).

## 5. General

- a. Addendums. The following addendums are attached to and form part of this Lease:
  - i. Application Form;
  - ii. Appointment of House Representative;
  - iii. Noise By-Laws Information Sheet.
- b. No Waiver. No consent or waiver by the Landlord to or of any breach or default by the Tenant(s) in their performance of their obligations under this Lease will be: (i) effective unless in writing and signed by the Landlord; or (ii) deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of the Tenant(s);
- c. Severability. The Landlord and the Tenant(s) agree that it is their intention not to violate any public policy or law, including but not limited to the *Residential Tenancies Act* (Ontario), as may be amended or replaced from time to time. To the extent that any provision of this Lease is deemed to be invalid, illegal or unenforceable, such provision will be severed and deleted or limited so as to give effect to the intent of the parties insofar as possible and the parties will use their best efforts to substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provisions and the remainder of this Lease will remain binding upon the parties;
- d. Entire Agreement. This Lease constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set forth in this Lease;
- e. Counterparts and Delivery by Email. This Lease may be executed and delivered in one or more counterparts, which may be executed and delivered by e-mail or other electronic transmission and each counterpart when so executed and delivered will be deemed an original, and all such counterparts will together constitute one and the same document;
- f. Term of Lease: The tenant(s) will occupy the rented premises for twelve months beginning at 2:00 p.m. on the first day of September and ending at 12 noon on the last day of June.

**ACKNOWLEDGEMENT OF RECEIPT AND APPOINTMENT OF HOUSE REPRESENTATIVE**

TO: 2710736 Ontario Inc. (the “**Landlord**”)

RE: Residential Tenancy Agreement (the “**Lease**”) dated on or about the date of this document between the undersigned (the “**Tenants**”) and the Landlord in respect of a rental unit located at:

**189 King Street West, Kingston, ON, K7L 2W7**

2. *Appointment of House Representative.* Until such time as a Tenant notifies the Landlord that it has withdrawn such appointment, each of the Tenants hereby appoints:

as their house representative and authorized agent for the purpose of all communications and matters between the Landlord and the Tenants in respect of the Lease and the Landlord shall be entitled to rely upon all such communications made by the house representative on behalf of the Tenants.

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Tenant Name (print):

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Tenant Name (print):

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Tenant Name, if applicable (print):

1. *Receipt of Documents.* The Tenants hereby acknowledge receipt from the Landlord of the following documents: (a) a fully executed copy of the Lease (including the standard form portion, the “General Terms” and Schedule A); (b) a copy of the Noise By-Laws Information Sheet.

Dated as of: \_\_\_\_\_.

\_\_\_\_\_

Tenant Name (print):

\_\_\_\_\_

Tenant Name (print):

\_\_\_\_\_

Tenant Name, if applicable (print):

The house representative hereby accepts the appointment described above.