

Form P: Standard Form of Lease

(Residential Tenancies Act, R.S.N.S. 1989, c. 401)



1. Parties

This agreement is made in duplicate between

Landlord (company or first name, initial, last name)

Street number and
name (civic address) _____

Mailing address _____

Apartment _____ City or town _____ Postal code _____

Phone (home) _____ Phone (business/other) _____

and

Tenant (first name, initial, last name) _____

Tenant (first name, initial, last name) _____

Tenant (first name, initial, last name) _____



2. Occupants

Other adults or children who will occupy premises (first name, initial, last name)

Only those tenants and occupants named are allowed to live in the premises without written consent of the landlord.



3. Premises

**The landlord will rent to the tenant and the tenant will rent from the landlord
the premises at the following location:**

Street number and
name (civic address) _____

Apartment _____ City or town _____ Postal code _____

Type of property (specify)

Tenant's mailing address

P.O. box (if applicable) _____ Postal code _____

Tenant's phone (home) _____ Tenant's phone (business/other) _____

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4. Emergency contact

Next of kin (name) _____

Phone # (work) _____ (home) _____



5. Agent

The current agent for the landlord is (first name, initial, last name)

Name _____

Civic address/mailling address _____

Phone # (work) _____ (home) _____



6. Property manager

The current property manager for the landlord is

Name _____

Street number and
name (civic address) _____

Apartment _____ City or town _____ Postal code _____

Phone _____



7. Building superintendent

The current superintendent for the building is

Name _____

Street number and
name (civic address) _____

Apartment _____ City or town _____ Postal code _____

Phone _____ Phone (emergency) _____



8. Email address for service of documents by landlord on tenant (optional)

The Tenant(s) agree(s) to provide the following email address(es) to receive service of documents from the landlord:

Email address _____

Email address _____

Email address _____

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The tenant(s) may change the email address by serving written notice of the new email address to the landlord in accordance with subsection 15(1) of the Act.

If the tenant provides an e-mail address under this clause and the landlord serves any documents on the tenant by sending them electronically, the landlord must

- (a) send the documents to the e-mail address that was most recently provided by the tenant in accordance with this clause; and
- (b) send the documents from the email address that was most recently provided by the landlord in accordance with clause 9 of this lease.



9. Email address for service of documents by tenant on landlord

The landlord must provide an email address to receive documents if the tenants have provided one.

The landlord agrees to provide the following email address to receive service of documents from the tenant:

Email address _____

The landlord may change the email address by serving written notice of the new email address on at least one of the tenants listed in this lease in accordance with subsection 15(2) of the act.

If the landlord provides an e-mail address under this clause and the tenant serves any documents on the landlord by sending them electronically, the tenant must

- (a) send the documents to the email address that was most recently provided by the landlord in accordance with this clause; and
- (b) send the document from the email address that was most recently provided by the tenant in accordance with clause 8 of this lease.



10. How to serve

All Notices to Quit or service of documents, except Applications to the Director, must be in writing and served in accordance with Section 15 of the Act.

Applications to the Director must be served in accordance with subsections 13(2A), (2AA), (2B) and (2C) of the Act.



11. Lease type (complete **either 11A** for periodic lease or **11B** for fixed-term lease, but **not both**)

11A Periodic lease

The tenancy is to start on the (date) _____ day of (month) _____, 20____, and this is the anniversary date as defined in the Act.

The term is to run (check one)

- ☐ year-to-year
- ☐ month-to-month
- ☐ week-to-week

and the tenancy continues until the landlord or the tenant gives proper notice to terminate.

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11B Fixed-term lease

The tenancy is for a fixed-term, beginning on

the (date) _____ day of (month) _____, 20____,

and ending the (date) _____ day of (month) _____, 20____.

Any continuation of the tenancy at the end of a fixed-term requires the written consent of the landlord. At the end of the fixed-term, the tenancy is finished and the tenant must vacate.



12. Public housing (check if applicable)

☐ The residential premises are administered under a public housing program as defined in clause 2(fa) of the Residential Tenancies Act. Program eligibility requirements and rules relating to changes in rent are contained in Schedule _____, attached.

- Where if a landlord administers a public housing program, a tenant shall provide income verification in the form required by the public housing program.
- Tenants in a public housing program are not permitted to sublet the premises.



13. Rent

The tenant will pay rent of \$_____

per ☐ week
☐ month

by ☐ cash
☐ pre-authorized automatic withdrawal
☐ post-dated cheques
☐ cheque
☐ other (specify) _____

Rent is due on the _____ day of each month/week and
is payable to _____.

A late payment fee, if any, will be charged at no more than 1% per month of the monthly rental.



14. Rent increases

The landlord shall not increase the rent under this lease for 12 months.

The landlord shall not give a notice of rent increase that provides for a different rent increase amount if the lease is renewed for a different type of term.

The landlord must give a written notice to the tenant of an increase:

- 4 months before the the effective date of the increase for a month-to-month or year-to-year lease
- 8 weeks before the the effective date of the increase for a week-to-week lease
- 7 months before the anniversary date of a manufactured home space lease

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Note: The landlord may select a date to be the annual rent increase date for all manufactured home spaces owned or managed by the landlord. If an annual rent increase date is used, notice must be given 7 months before this date. The landlord must serve the notice of rent increase on the tenants of the land-lease community.

Where the landlord administers a public housing program and the amount of the tenant's rent is increased solely on the basis of an increase in income, the restrictions on frequency of rental increases and notice requirements do not apply.



15. Rental incentive (if any)

In signing this lease, the landlord grants to the tenant the following incentives, which will remain in effect for the duration of the lease:

The tenant is not required to repay or return any rental incentive if he or she terminates the lease before the end of the term in accordance with the Residential Tenancies Act or sublets or assigns the residential premises to a tenant with the consent of the landlord.



16. Rent includes

The rent includes:

Appliances

- ☐ stove
- ☐ fridge
- ☐ washer & dryer
- ☐ dishwasher
- ☐ furniture

Utilities

- ☐ washer and dryer (coin operated)
- ☐ cable service
- ☐ heat
- ☐ water
- ☐ hot water
- ☐ electricity
- ☐ parking: # of spaces _____ ; space # _____
- ☐ facilities to separate recyclables, organics and refuse

Other (specify)

- ☐ lawn care
- ☐ snow removal
- ☐ garbage removal

- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

The landlord is responsible for providing these services and the discontinuance of a service is deemed to be a rental increase.

The tenant is responsible for the following

- ☐ lawn care
- ☐ late payment charges
- ☐ snow removal
- ☐ returned cheque charges not to exceed _____
- ☐ garbage removal
- ☐ parking @ _____ /month for _____ spaces
- ☐ tenant insurance
- ☐ locked out charges/keys not to exceed _____
- ☐ separation of recyclables, organics and refuse
- ☐ assignment/sublet expenses incurred (not to exceed \$75)

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17. Additional obligations



18. Security deposit

☐ A security deposit is not required.

OR

☐ A security deposit of _____ (not to exceed 1/2 month's rent)
will be deposited for the tenant by the landlord at _____ (financial institution/branch)

_____ in a trust account within 3 days of its receipt, and will be returned to the tenant with interest within 10 days of the termination of this lease. The landlord must file a security deposit claim form in accordance with Section 12A of the Act within 10 days of the termination of the lease if the deposit is not returned.



19. Inspection

An inspection of the premises and the preparation of a written inspection report signed by the landlord and tenant no later than 7 days after the start of the tenancy and no later than 7 days after the end of the tenancy is recommended. If a report is prepared it shall form part of the lease.

- ☐ An inspection report is attached to the lease.
- ☐ An inspection report is not attached.



20. Statutory conditions and reasonable rules

The landlord and tenant promise to comply with the statutory conditions set out in Schedule A.

☐ (check if applicable) The rules of the building are attached to this lease as Schedule _____



21. Assigning or subletting premises

The tenant may assign or sublet the premises, subject to the consent of the landlord. The landlord may not arbitrarily or unreasonably withhold consent or charge for consent unless the landlord has actually incurred expense in granting the consent.

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22. Rental arrears

In a fixed-term, year-to-year or month-to-month tenancy, where the tenant has not paid the rent on or before the 3rd day after the rent is due, on or after the 4th day after the rent is due the landlord may give to the tenant Notice to Quit. The Notice to Quit is to be effective not earlier than the 10th day after the date the Notice to Quit is given to the tenant. Not later than 10 days after receiving the Notice to Quit, the tenant may

- (a) pay to the landlord the rent that is in arrears, and on the payment of that rent the Notice to Quit is void and of no effect and this lease continues; or
- (b) apply to the Director for an order setting aside the Notice to Quit.

If the tenant does not pay the rental arrears or make an Application to the Director by the end of the 10th day after receiving the Notice to Quit, the tenancy is terminated and the tenant must vacate the premises by the effective date of the notice.

In a week-to-week tenancy, where the tenant has not paid the rent on or before the 7th day after the rent is due, on or after the 8th day after the rent is due the landlord may give to the tenant Notice to Quit. The Notice to Quit is to be effective not earlier than the 7th day after the date the Notice to Quit is given to the tenant.

23. Tenant's notice to quit (except fixed-term)

All notices to quit for a tenancy other than a fixed-term must be given by the tenant in writing in accordance with the following table

Type of Tenancy	Notice Period
<input type="checkbox"/> year-to-year	at least 3 full months before the end of any year (a year for this purpose begins on the anniversary date) OR if the tenant receives a notice of rent increase, at least 3 full months before the effective date of the rent increase.
<input type="checkbox"/> month-to-month	at least 1 full month before the end of any month
<input type="checkbox"/> week-to-week	at least 1 full week before the end of any week
<input type="checkbox"/> manufactured home space.....	at least 1 full month before the end of the tenancy

If the notice is to be given based on a period of 1 or more months, the notice must be given before the day of the month that rent is payable under this lease.

24. Landlord's notice to quit

A landlord may not give a notice to quit except in accordance with Section 10 of the Residential Tenancies Act.

25. General

This lease is for the benefit of and is binding on the landlord and tenant and their heirs, executors, administrators, assigns and personal representatives.

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26. Tenants responsible for complying with terms and conditions

Any or all tenants signing this lease take full responsibility for complying with all of its terms and conditions.

Attachments (initials required)

1 _____ At least one tenant has received a copy of the Act in the following form:

(check applicable box)

☐ paper copy

☐ electronic copy

☐ web address for copy published online

_____ within 10 days of the earliest of:

(a) the date specified in the lease as the start of the tenancy;

(b) signing the lease;

(c) receiving keys to the premises;

(d) taking possession of or occupying the premises.

2 _____ All tenants have received a copy of the signed lease within 10 days of the date of the signing of the lease.

3 _____ All tenants have read, signed and received the rules and attachments to this lease.

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Sign both copies separately. Before you sign, please read the following notice.

TENANTS - GIVING NOTICE

IF YOU WISH TO TERMINATE A YEAR-TO-YEAR LEASE AT THE END OF THE LEASE TERM, the law requires that you must give at least 3 months' written notice on or before _____ (notice date—3 months prior to anniversary date).

Otherwise, the lease will automatically be renewed for another year.

IF YOU ARE IN A YEAR-TO-YEAR LEASE AND YOU RECEIVE A NOTICE OF RENT INCREASE FROM YOUR LANDLORD, you may terminate the lease by giving at least 3 months' written notice before the effective date of the rent increase.

IF YOU WISH TO TERMINATE A MONTH-TO-MONTH LEASE OR A MANUFACTURED HOME SPACE LEASE, you must give at least 1 full month's written notice before the expiration of any such month.

IF YOU WISH TO TERMINATE A WEEKLY TENANCY, you must give 1 full week's written notice before the expiration of any such week.



Sign and date TWO copies of this lease.

Date (YYYY MM DD) _____ Landlord's signature _____

ANY OR ALL TENANTS SIGNING THIS LEASE TAKE FULL RESPONSIBILITY FOR COMPLYING WITH ALL OF ITS TERMS AND CONDITIONS.

Date (YYYY MM DD) _____ Tenant's signature _____

Date (YYYY MM DD) _____ Tenant's signature _____

Date (YYYY MM DD) _____ Tenant's signature _____

Schedule A: Statutory Conditions

(Section 9, Residential Tenancies Act)



- 9(1)** Notwithstanding any lease, agreement, waiver, declaration or other statement to the contrary, where the relation of landlord and tenant exists in respect of residential premises by virtue of this Act or otherwise, there is and is deemed to be an agreement between the landlord and tenant that the following conditions will apply as between the landlord and tenant as statutory conditions governing the residential premises:

Statutory Conditions

- 1 Condition of Premises** - The landlord shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any statutory enactment or law respecting standards of health, safety or housing.
- 2 Services** - Where the landlord provides a service or facility to the tenant that is reasonably related to the tenant's continued use and enjoyment of the premises such as, but not so as to restrict the generality of the foregoing, heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the landlord shall not discontinue providing that service to the tenant without proper notice of a rental increase or without permission from the Director.
- 3 Good Behaviour** - A landlord or tenant shall conduct himself in such a manner as not to interfere with the possession or occupancy of the tenant or of the landlord and the other tenants, respectively.
- 4 Obligation of the Tenant** - The tenant is responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by wilful or negligent act of the tenant or of any person whom the tenant permits on the premises.
- 5** [repealed]
- 6 Abandonment and Termination** - If the tenant abandons the premises or terminates the tenancy otherwise than in the manner permitted, the landlord shall mitigate any damages that may be caused by the abandonment or termination to the extent that a party to a contract is required by law to mitigate damages.
- 7 Notice of Entry** - A landlord may enter the premises if the landlord has given the tenant notice of entry that
 - (a) is in writing;
 - (b) states the purpose of entry, which must be reasonable;
 - (c) states the date and time of the entry, which must be between 8 a.m. and 8 p.m., unless the tenant agrees to a different time;
 - (d) is given by the landlord to the tenant at least 24 hours and not more than 30 days before the day of entry; and
 - (e) is delivered
 - (i) using a method set out in subsection 15(2) of the Act; or
 - (ii) by text sent to a telephone number provided by the tenant for the landlord to provide notice of entry.

Schedule A: Statutory Conditions

(Section 9, Residential Tenancies Act)



- 7A Entry without Written Notice** - A landlord shall not enter the premises without written notice unless
- (a) there is an emergency and the entry is necessary to protect life or property;
 - (b) the tenant gives consent at the time of entry;
 - (c) the tenant gives consent not more than thirty days before the entry; or
 - (d) the tenant reasonably appears to have abandoned the residential premises.
- 8 Entry Doors** - Except by mutual consent, the landlord or the tenant shall not during occupancy by the tenant under the tenancy alter or cause to be altered the lock or locking system on any door that gives entry to the premises.
- 9 Late Payment Penalty** - Where the lease contains provision for a monetary penalty for late payment of rent, the monetary penalty shall not exceed one per cent per month of the monthly rent.

- 9(2)** In addition to the statutory conditions set out in subsection (1), there is and is deemed to be an agreement between the landlord and tenant that the following statutory conditions apply as between them in respect of the lease of a manufactured home space or a manufactured home in a land-lease community:

Statutory Conditions Respecting Lease of a Manufactured Home Space or a Manufactured Home in a Land-lease Community

- 1** The landlord shall not restrict in any way the right of a tenant to sell, lease or otherwise part with the possession of a manufactured home by the tenant.
- 1A** Where a tenant wishes to sell or otherwise part with possession of a manufactured home, the tenant may apply in writing to the landlord on behalf of the person who wishes to acquire title to or possession of the manufactured home to become a tenant of the manufactured home space upon which the manufactured home is located.
- 1B** The consent of the landlord required by Statutory Condition 1A. will not arbitrarily or unreasonably be withheld.
- 1C** The landlord shall not charge a commission or fee for granting consent required by Statutory Condition 1A., other than the landlord's reasonable expenses actually incurred in respect to the grant of consent.
- 1D** The landlord shall in writing, within ten days of receipt of the request made pursuant to Statutory Condition 1A., consent to the request or set out the reasons why consent is being withheld, failing which the landlord is deemed to have given consent to the request.
- 2** The landlord shall not receive any compensation for acting as the agent of the tenant in any negotiations to sell, lease or otherwise part with possession of a manufactured home space or a manufactured home situate in a land-lease community, unless provided for in a separate written agency agreement that is entered into by the tenant
- (a) after the tenant enters into the tenancy agreement; and
 - (b) at the time that the tenant decides he wishes to offer his manufactured home for sale or lease or otherwise part with the possession of his manufactured home or manufactured home space.

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- 3(1)** Except as provided in this condition, the landlord shall not restrict in any way the right of the tenant to purchase goods or services from the person of the tenant's choice.
- (2)** The landlord may set reasonable standards for manufactured home equipment.
- (3)** Where a person who does not live in the land-lease community and who is offering goods or services for sale
 - (a) unduly disturbs the peace and quiet of the land-lease community;
 - (b) fails to observe reasonable rules of conduct that have been established by the landlord; or
 - (c) violates the traffic rules of the land-lease community, despite a request by the landlord to discontinue the conduct, the landlord may restrict or prohibit the entry of that person into the land-lease community.
- 4** The landlord is responsible for compliance with municipal by-laws in respect of the common areas of the land-lease community and the services provided by the landlord to the tenants in the land-lease community.
- 5** The tenant is responsible for compliance with municipal by-laws in respect of the tenant's manufactured home and the manufactured home space on which it is located to the extent that the landlord is not responsible.



SCHEDULE "B"

House Rules and Regulations

The following is an addendum to all prior Rules referred to in the standard lease form. These rules are applied fairly and uniformly to all tenants, guests, and service personnel. The rules are subject to change without notice, although we endeavor to keep tenants apprised of changes as they occur.

BUILDING

Shall mean the townhouse structure that contains the premises being rented by the tenant.

GREENSPACE

Shall mean the back yard space between the deck posts and property line and the side yard space between the townhouse buildings.

PREMISES

Shall mean the townhouse unit, the front yard space to the sidewalk, the backyard space immediately under the back deck as delineated by the deck posts, and any assigned parking space(s)

PROPERTY

Shall mean the entirety of the buildings, green spaces, and parking lots.

TENANT COVENANTS

The Tenant covenants with the Landlord as follows:

INSURANCE

1. The Tenant shall buy, and keep in place, insurance for damage by fire or associated perils covering the goods and Premises of Tenant and all persons for whom the Tenant is responsible. This insurance package shall include coverage of Tenant's contents and personal belongings, personal liability coverage (minimum of \$1,000,000) as well as coverage for additional living expenses. Proof of insurance must be provided to the Landlord at time of occupancy and annually thereafter.
1. The Tenant shall not do, or permit to be done, anything upon the Property which may make void or voidable any insurance upon the building, or part thereof, including without limitation storing flammable or explosive materials, or which may cause any increased or additional premium to be payable for any such insurance, or which may interfere with the rights of other tenants, or the Landlord, to obtain insurance.

RELEASE

1. The Landlord shall not be responsible for any personal property kept at the Premises or any part of the Property, which shall be solely at the Tenant's risk.
1. The Landlord shall not be liable for any damages resulting from the escape of water, or the intrusion of rain or snow, into the Premises due to structural fatigue of the building or any component thereof, or for damages resulting from failure on the part of the Tenant to keep the Premises in good repair, nor for acts of other tenants or owners of adjacent properties.
1. The Landlord shall not be liable for any damage suffered by any person while using the appliances, fixtures, or services in the Premises, or for any accidents which occur on the Property.
1. The Landlord shall not be liable for indirect or consequential damages, or damages for personal discomfort or illness arising from want of water or heat.

ALTERATION

1. Not to alter, paint or redecorate the interior or exterior of the Premises without the prior written consent of the Landlord, which consent may be arbitrarily withheld or at Landlord's sole and absolute discretion.

NOTICE OF DEFECT OR ACCIDENT

1. To give to the Landlord prompt written notice of any accident to or other defect in the Premises and its fixtures and equipment and, without restricting the generality of the foregoing in the water pipes, heating and electrical equipment and appliances, telephone, and plumbing fixtures.

RULES AND REGULATIONS

1. To observe and comply with the rules and regulations attached hereto as Appendix "A", and such amendments and additions as the Landlord shall consider necessary from time to time for tenant safety, comfort, welfare, landlord protection, or good order and management of the Property.

RULES AND REGULATIONS REGARDING PETS

1. To observe and comply with the rules and regulations related to pet ownership attached hereto as Appendix "B", and such amendments and additions as the Landlord shall consider necessary from time to time for tenant safety, comfort, welfare, landlord protection, or good order and management of the property.

PARKING

1. Where the Tenant is supplied with a parking space, it is understood and agreed between the parties hereto that such space is leased to the Tenant upon the express conditions that the Landlord will not be responsible for the loss of or damage to any motor vehicle or motor vehicles or anything herein contained and that the Tenant will not use the said space for any truck (*larger than a traditional sized pickup truck*), trailer or commercial vehicle. (See *Parking Lease*)
2. Speed limits in the parking garage and lot is 5 KM/hour and the maximum clearance in the parking garage is 6 '8."

OCCUPANCY LIMITATION

The parties to this lease agreement acknowledge and agree that only the individuals named herein as Tenant(s) shall be permitted to reside in the leased premises. No additional persons shall be allowed to inhabit the property without the prior written consent of the Landlord. Any unauthorized occupants found residing in the premises shall constitute a breach of this agreement and may result in immediate termination of the lease by the Landlord. The Tenant(s) further agree(s) not to sublet or assign the leased premises, or any part thereof, to any individual not explicitly named in this agreement without the Landlord's prior written consent. The tenant(s) shall be solely responsible for ensuring compliance with this occupancy limitation clause throughout the duration of the lease term."

USE

1. The Tenant covenants to use the Premises only as a private residential premise and not for income producing purposes nor for any other purpose.

COMPLY WITH LAWS

1. The tenant at its own expense shall comply with all laws and regulations governing the premises and the property, including without limitation all environmental laws.

LANDLORD RIGHT TO ASSIGN

1. The Landlord may sell or assign this Lease.

REMEDIES ARE CUMULATIVE

1. The remedies of the Landlord in this Lease are cumulative and are in addition to any remedies of the Landlord at law or in equity. No remedy will be considered exclusive, and the Landlord may from time to time have recourse to one or more available remedies under this Lease or at law or in equity.

CONDONATION AND SEVERABILITY

1. Any condoning, excusing or overlooking by the Landlord of any Tenant default or breach of the terms herein will not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, and, if any provision of the Lease is held illegal or invalid or unenforceable at law it will be deemed to be severed from this Lease and the remaining provisions will nevertheless continue to be in full force and effect.

TERMINATION

1. Should the Tenant be in breach of any of the Tenant's obligations hereunder, including without limitation the Tenant's Covenants, the Statutory Conditions, the Rules and Regulations, or the Rules And Regulations Regarding Pets, attached hereto, then in such cases, the Landlord may, at its option, terminate this Lease by giving to the Tenant thirty (30) days' notice in writing to quit the Premises, and the current month's rent, if not yet paid, plus all rent for the balance of the term shall immediately become due and payable to the Landlord, and the Tenant will peaceably and quietly deliver up possession of the Premises and return all keys to the Landlord.

WAIVERS AND CONSENTS

1. It is mutually agreed that no changes in or waivers of the terms of this Lease shall be effective unless made in writing and signed by both the Landlord and the Tenant.

INSPECTION

1. The Tenant acknowledges that, prior to signing this Lease, it has examined the Premises, the fixtures, appliances and appurtenances contained therein, and hereby accepts them as being in good condition, except for such items, if any, as are listed in Appendix "A" The Tenant agrees that there was no promise or agreement by or on behalf of the Landlord with respect to any alteration, remodeling, decorating or the installation of equipment or fixtures except such, if any, as are expressly set out in this Lease. And at least one of the lease holders must attend the move out and move in unit inspection.

INTERPRETATION

1. This Lease and the schedules attached hereto shall bind the Tenant and its family, guests, visitors, employees, contractors, agents, successors, and assigns, and the Tenant shall be responsible to the Landlord or any of these persons breaking a rule or regulation. Tenant agrees to notify all such persons of their obligations under this Lease and the schedules hereto attached.

BALCONIES/ PATIO DECKS

1. Barbeques must be one floor (12") away from the siding walls. Charcoal, Pellets, Kamado, and Smoker Barbeques are NOT permitted. Do not litter (*do not throw anything from balconies to the lawn area below*) Nothing is to be fastened to the rails or walls. Do not hang anything from the balcony. Wood burning devices such as chimneys or fire pits are NOT permitted.

Walls

1. Tenants agree not to use oversized nails, screws, or any other heavy-duty fasteners to hang pictures, mirrors, or similar items. Painting or applying wallpaper is strictly prohibited. Charges may apply for excessive or large nail holes, especially those that are not properly repaired prior to move-out. Flush Mount Monkey Hooks are suggested as a hanging tool.

VINYL LAMINATE FLOORS

The vinyl floors are among the highest performing floors available, but they are not indestructible. To ensure floors continue to perform well, please follow these important rules.

1. Place walk off mats at the main entrance.
2. Place protective pads under furniture legs to prevent scratching.
3. Simply ply dust mop or vacuum with a soft brush or wood floor accessory to keep your floor clean from dust, dirt, or grit.
4. NEVER flood the floor with water or cleaner: wipe up spills immediately.
5. Do not use polishes, waxes, or abrasive cleaners.

UTILITIES

1. Tenant is responsible for all utilities used in the premises, included electricity, and hot water, cooling and heating and natural gas (where applicable)
2. Utility services and rent are separate and distinct agreements. They are collected and managed as such and are therefore not binding to each other.
3. Utility services are separately metered and invoiced monthly/bi-monthly.

FOB'S/REMOTES

1. Will be provided upon move in and after deposit has been received.
2. Fobs are not to be given to guests.
3. If lost, new deposit will be required before a new fob/remote is issued.

Appendix "A"

RULES AND REGULATIONS

1. No sidewalk or any other common area of the Premises shall be obstructed or used by the Tenant for any purpose other than for ingress and egress to and from the Premises.
2. No personal belongings shall be left in the green space. Personal belongings left in the green space may be removed and disposed of by the Landlord without liability to the Tenant.
3. No playset, trampoline, shed, or any other structure shall be built or placed on the Property.
4. The premises and property are smoke-free. Smoking includes but is not limited to the use of cigarettes, cigars, cannabis, narcotics, vaping, etc. This includes the tenant's unit, balcony, common areas and all other areas of the property, indoors and outdoors. "Smoke Free" as defined under the Smoke Free Places Act for the Province of Nova Scotia.
5. **A \$500.00 fine will be issued for smoking in the property, or anywhere else on said property that is not a designated Smoking area. A written warning of lease violation will be issued as well.**
6. Marijuana- in accordance with the Nova Scotia Cannabis Control Act, this property is a marijuana smoke free building and therefore the smoking and cultivation of marijuana is prohibited.
7. The tenant agrees to immediately report ALL pest sightings, irregular pest activity etc. to the Landlord. **The Landlord is NOT responsible for BEDBUGS OR COCKROACHES**; these situations will be invoiced to the tenants.
8. It is the Tenant's responsibility to ensure that electricity service is transferred into their name, at their cost, on or before the commencement of their lease agreement.

9. Tenants must not allow its windows to remain open to admit any inclement weather such as rain, snow, or freezing temperatures. The Tenant is responsible for any damage to the Premises or Building of the Landlord or other tenants by breaking this rule.
10. All glass, locks, and trimmings in or upon the doors and windows of the Premises shall be kept whole; and whenever any part thereof shall be lost or broken by fault of the Tenant, the Landlord shall immediately replace or repair at the Tenant's expense.
11. No locks can be re-keyed or altered in any manner at any time without permission of the Landlord.
12. If applicable, tenants are responsible to ensure screen doors are latched. Any damage due to unlatched doors will be the tenant's responsibility.
13. No window coverings shall be hung in such a manner as to interfere with the heating system. Please ensure that there is a minimum clearance of at least 6 inches above and away from heaters. Window coverings provided by the Tenant shall be approved by the Landlord or its caretaker. Tenants are not permitted to hang flags, posters, paper, cardboard, towels, tin foil, sheets, or any material that is not intended as a window covering. **And paper blinds are not permitted.**
14. No outside clothesline, radio aerials, or TV antennas shall be erected by Tenant. Nothing shall be placed on deck railings or on the outside of window sills or projections. No washing or clothing shall be hung on or from the balcony of the Premises.
15. No storage of personal property is permitted **ON** or **UNDER** the **DECK** except for seasonal recreational items such as patio specific furniture, bicycles, skis, sleds/toboggans, etc. **if they are kept in a neat and tidy manner.**
16. The apartment should be kept clean, free of clutter always and free of hazard. All trash and food waste must be placed in containers, disposed of the property, and not left in the unit. Tenants are not permitted to store empty alcohol containers in the apartment. The tub and shower should be clean and free of excessive mildew and mold. Shower curtains must be in place. Water dispensing refrigerator filters are the responsibility of the tenant to replace should the filtered water be desired. **Note water dispensers do operate without filters.** And the toilet should always be clean and odor free.
17. The Landlord's electric stove, refrigerator, dishwasher, microwave, washer, and dryer shall be kept clean and in good working order by the Tenant. The tenant is responsible for any damage to this equipment, reasonable wear and tear excepted. **Do not cook directly on the stove glass top, use proper cookware.**
18. Tenant is responsible for cleaning the heat pump and HVAC filters. And the tenant is responsible for clearing the snow from the outside portion of the heat pump.
19. The tenant is responsible for having a plunger for the sink and toilet on hand for clogged plumbing. Tenants are not permitted to pour grease, food particles down drains or toilets. Tenants are responsible for removing hair, and other particles clogging drains. Should it be necessary to call a plumber due to tenant misuse, this will be at the tenant's expense. **And BIDET connections are NOT permitted.**
20. The Tenant shall not install additional heating units, telephone/data connections, or additional electrical circuits in the Premises and shall not overload existing electrical circuits.
21. No goods, chattels, fixtures, or other items that might overload the floor of the Premises shall be brought into the Premises nor shall items be moved on, in or over floors, sidewalks, steps, stairways, lawns or other property of the Landlord to damage the same. Tenant is responsible for any damage caused by its movement of items in, out of, or about the Property.
22. Water shall not be left running in the Premises or elsewhere on the Property unless being used. The water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. Tenant is responsible for any damage resulting from misuse or from unusual or unreasonable use thereof.
23. The tenant shall not bring onto the premises nor use a waterbed or other water filled furniture.
24. Real Christmas Trees are not permitted, holiday decorations must be taken down within 2 weeks after holiday is over.
25. The Tenant shall keep its Premises and fixtures, appliances, and interior windows clean always and shall advise Landlord promptly of any malfunctions.
26. The tenant shall not advertise on any hospitality site, including Airbnb, and shall not take roommates or boarders in any apartment/ townhome. The tenant agrees that the rental unit will be occupied by only those authorized on the approved application.
27. Before vacating, the Tenant shall leave the Premises in a condition acceptable to the Landlord, clean and free of damage. Procedures required at time of vacating will be provided by the Landlord upon receipt of the Tenant's notice to quit. Unit inspection shall be completed no later than 12:00pm on the last day of the lease. **And power must remain on until the move out inspection is completed.**

28. No sign, advertisement or notice shall be inscribed, painted, or affixed on any part of the inside or outside of the Premises and Property.
29. The tenant will not park a vehicle in any space except the parking space assigned by the Landlord, and such vehicle shall be so parked so as not to impair or interfere with access to and from other parking spaces or the exits or entrances from or to parking areas. The Tenant shall furnish the Landlord with the current provincial license number of its vehicle; such vehicle and contents are parked entirely at the risk of the Tenant and/or owner of the vehicle if different from Tenant. (*See Parking Lease*)
30. The parking space of the tenant shall not be used for storage purposes or for the parking of a trailer, mobile home, boat, or truck without the prior written authorization of the Landlord. No vehicle belonging to a guest or visitor of a tenant shall be parked except in the area designated by the Landlord for such parking. The repairing or washing of vehicles shall not be carried out upon the Property. Immobile vehicles in a state of disrepair shall not be parked in any parking spaces.
31. No pets shall be kept within or about the Premises or Building without the Landlord's prior written approval and in accordance with the Landlord's Rules and Regulations Regarding Pets.
32. The Tenant shall not make or permit loud and improper noise in the Premises or on the Property or do anything that would reasonably annoy, disturb, or interfere with tenants in other premises on the Property, nor shall any noise whatsoever be repeated or persisted in after a request to discontinue has been made by the Landlord or its employees or agents.
33. Garbage is to be disposed of as directed by the Landlord. The tenant shall recycle its garbage in compliance with all municipal laws, ordinances, by-laws, and regulations. In force from time to time, governing the Property and Premises and shall pay all municipal fines and penalties imposed because of its non-compliance. Tenants are responsible for having large items removed at their own expense (*call 311 to arrange large items picked up*) Tenants will be charged back any cost the landlord is charged for having large items removed. Use blue or clear bags for recycling..
34. No hazardous, combustible, or offensive goods, or materials other than propane tanks associated with barbeques, shall be kept in the Premises or on the Property.
35. The Tenant shall not disturb or interfere with any landscaping, garden work or planting that has been done or is to be done by the Landlord. Additional planting may be done by the tenant only with the prior written consent of the landlord.
36. In the event the Tenant contracts a contagious or infectious disease, the Tenant agrees, at its expense, to have patient or patients removed forthwith and to have the Premises fumigated or treated immediately in accordance with any By-Laws and Regulations in force relating to any such disease.
37. **There will be a \$175.00 charge to any tenant who has lost keys and must be let into the premises by the Landlord's staff or contractors.**
38. The tenant agrees to pay the Landlord a 1% late payment charge of any rental payments not paid as per terms of the lease agreement.
39. The tenant is aware there is a charge for the return of any payments from the tenant's bank, for any reason whatsoever. (*i.e., NSF, Bank error etc.*) The landlord shall set such charges at their discretion.
40. Any changes to the tenant's banking information needs to be communicated to the Landlord by the 15th of the month.
41. Tenants are responsible for arranging community mailbox assignments and acquiring their mailbox keys from Canada Post.
42. These rules and regulations shall bind the Tenant and its family, guests, visitors, employees, contractors, agents, successors, and assigns, and the Tenant shall be responsible to the Landlord for the consequence of any of these persons breaking a rule or regulation. Tenant agrees to notify all such persons of the rules and regulations governing the Premises and Property and their conduct while in or on the Premises or Property.
43. The Landlord shall have the right to make other and further rules and regulations that are reasonable, as in their judgment may from time to time be needed, for the safety, care, and cleanliness of building and property. Such and further rules and regulations shall become effective and binding upon the tenant when promptly notified and or posted and displayed in the building.

Tenant signature: _____

Date: _____

Tenant signature: _____

Date: _____

Tenant signature: _____

Date: _____

Landlord signature: _____

Date: _____

Appendix "B"

RULES AND REGULATIONS REGARDING PETS

1. No pets or animals, referred to herein as 'pet' or 'pets', shall be kept or maintained in or about the Premises or Property, except as approved at the sole discretion of the Landlord. The Tenant and the pet are subject to the following terms and conditions:
2. No pets shall be permitted in the Premises without written authorization from the Landlord.
3. Pets must be at least one year of age.
4. Pets must be spayed or neutered with proof provided.
5. Restriction of 1 Pets per rental unit.
6. All pets must be identified and added to the lease agreement. We reserve the right to refuse a pet and limit pets to cats and dogs. Without exception we do not permit birds, rabbits, rodents, or reptiles in the premises.
7. Pets must always be leashed when outside and are NOT permitted to run free on the Property or chained to the deck/stair railings.
8. The pet must be kept in good health and free from disease, parasites, and fleas.
9. Pets are NOT permitted to urinate or defecate near the building, on decks, walkways, shrubbery, gardens or any other green or public space on the Property. **Pets must be walked off the Property and are not permitted on the grassed area of the Property.**
10. Pets must be always under the control of their respective owner or other responsible persons. Pet owners should bear in mind that not all other residents will be comfortable with pets, no matter the size of the animal. Pet owners must be considerate and respectful of residents and their guests with animal phobias and/or allergies.
11. Visiting guests are NOT permitted to bring pets into the building without written permission from the Landlord or its representative. All visiting pets must abide by all the rules pertaining to pets as herein specified. Tenants assume all responsibility for pets belonging to their visitors or guests.
12. Pets must NOT be left unattended for extended periods of time.
13. Should a pet cause a nuisance or create a disturbance, (*i.e., barking, chewing, scratching, chasing, threatening anyone in any manner, etc.*) Tenants will be given a verbal notification. Further nuisance will result in written notice to the tenant and continued offenses will result in the termination of the lease.
14. Should a pet bite or harm someone, the tenant must make alternate living arrangements for the pet on an immediate and permanent basis.
15. Any damages above and beyond normal wear and tear caused by the pet will be the responsibility of the tenant.
16. As a pet owner you are responsible for all liability caused directly, or indirectly, by your pet. The Landlord or any representative is not liable for any instance that may arise from the actions of your pet.
17. We ask that you respect the needs of those residents requiring assistance using service or therapy dogs. Some consideration must be extended to provide these residents with an acceptable living environment.
18. The right to maintain a pet, subject to the conditions herein set forth, is a conditional license and is subject to revocation and termination at any time by the Landlord, in its sole discretion, if such pet is either vicious or a nuisance, or upon failure of a Tenant to comply with these Rules and Regulations Regarding Pets.

Resident Signature: _____

Date: _____

Resident Signature: _____

Date: _____

Breed	Age	Weight	Pet Name	Notes

Parking Agreement

Tenant Name _____

Telephone # _____

Unit # _____

Make	Model	Colour	Plate Number	Parking Spot #	Tenant Name

Conditions of the Agreement

The space is to be used for parking of vehicles shown on agreement and not storage items such as, trailer, camper, mobile home, boat, boat trailer, or for other purposes.

Unauthorized vehicles may be towed without notice at the vehicle owner/or tenant's expense.

No repairs, oil, or tire changes to be carried out on vehicles in the parking lots or other areas of the property.

The landlord accepts no responsibility or claim for any damage caused by or to any vehicles in the parking lot from any cause whatsoever.

Access to the space will be provided by the parker for cleaning, clearing of snow and repairing parking lots. The landlord is responsible for snow removal and salting of traffic areas and walkways of property. The Parker is responsible for the clearing snow and salting around individual vehicles.

Any vehicle on the space will be kept by the tenant in good repair, appearance, license and insured.

Failure to pay parking fees or comply with this agreement will lead to automatic suspension of the agreement and vehicles will be towed at the parker's expense.

Permit issues must be always visible. The vehicle will be ticketed and/ or towed otherwise.

Garage fob deposits will be returned ten days after termination date of agreement and the return of the permit, should permit not be returned, the deposit will be forfeited.

EMERGENCY PROCEDURES

IN THE EVENT OF FIRE OR SMOKE OCCUPANTS WILL:

1. Turn off any appliances that are being used for cooking or heating that may cause a fire if left unattended.
2. Before opening any door, feel the door and doorknob for heat. If the door is hot, use an alternate exit. If cool to the touch, brace yourself against the door and open it slightly. If you feel air pressure or a hot draft, or the corridor is filled with smoke, close the door quickly. If possible, use an alternate exit. At the alternate exit, repeat this process.
3. Close the doors behind you to limit smoke and fire spread.
4. If possible, notify the persons in rooms that are in the vicinity of the fire.
5. If the area is clear of smoke, fumes, and fire, EXIT the building **IMMEDIATELY!**
6. **GO** to a safe area or outside the building and **TELEPHONE** the Fire Department - **DIAL 911**. Never assume this has been done. Give the Fire Department your building address, name, telephone number and location of the fire in the building.
7. Go to a muster station outside the building.
8. **DO NOT RE-ENTER** the building until the Chief Fire Official declares it is **SAFE!**
9. Follow directions of supervisory staff or Fire Department
10. **REMAIN CALM**

EVACUATION HINTS

Do not delay when you hear the fire alarm signal.

Walk, do not run.

Do not retrieve personal belongings.

Keep calm, assist others.

IF YOU CANNOT LEAVE THE BUILDING BY ANY EXITS BECAUSE OF FIRE OR HEAVY SMOKE OR YOU ARE PHYSICALLY CHALLENGED. REMAIN IN YOUR UNIT AND DO THE FOLLOWING:

1. Close any doors.
2. Unlock doors for possible entry of firefighters.
3. Dial 911 and tell the Fire Department where you are and then signal to: firefighters by waving at the window.
4. Seal all cracks where smoke can get in, especially around the door frame and heating and air conditioning outlets.
5. Alert others to your location.
6. Move to the most protected area. Use the balcony if safe to do so.
7. A small window can be opened for fresh air, but if smoke enters, close the window.
8. Crouch low to the floor if smoke enters.
9. Wait to be rescued. Remain calm. Do not panic.
10. Listen for instructions or information that may be given by authorized personnel over speakers.
11. If the fire is in your unit and you cannot exit the unit, go to another room that is clear of smoke. If you can exit your unit but cannot go downstairs, go to another area of the building that is clear of smoke.

PRE-AUTHORIZED DEBITS (PADS) AGREEMENT

I/we authorize _____, and the financial institution designated (*or any other financial institution they may authorize at any time*) to begin deductions as per my/our instructions for monthly regular recurring payments and/or one-time payments from time to time, (*i.e., Security deposit*) for payment of all charges arising under my/our _____ account(s). Regular monthly payments for the full amount of rent will be debited from my/our specified account on the 1st business day of each month.

This authority is to remain in effect until _____ has received written notification from me/us of its change or termination. This notification must be received at least ten (10) business days before the next debit is scheduled at the address provided below. I/We may obtain a sample cancellation form, or more information on my/our right to cancel a PAD Agreement at my/our financial institution or by visiting www.cdnpay.ca.

_____ may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us.

I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca.

Please attach a VOID check or Direct deposit form to this document for your financial institute. If Rent is to be divided, please inform your property manager of this, and provide Void Check or Direct deposit form for each party.

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Landlords Signature: _____ Date: _____