

TENANCY AGREEMENT

This Agreement dated the ## day of (month), 2017, in pursuance of the provisions of the Residential Tenancies Act, 2006, and with respect to Tenants, all covenants contained herein shall be deemed to be joint and several

BETWEEN

Niagara Regional Housing
1815 Sir Isaac Brock Way, Thorold, ON L2V 3Z3
905-682-9201
Mailing Address: P.O. Box 344, Thorold, ON L2V 3Z3

(THE LANDLORD)

AND

(THE TENANT(S))

Rented Premises

1. (1) The Landlord agrees to Rent to the Tenant the Rented Premises at

(the Premises) _____ (hereafter referred to as the "Rented Premises") in
(Unit Number)
the City of _____ in the Niagara region.

Definitions

- (2) The unit being rented by the Tenant shall be referred to as the Rented Premises and the building in which the Rented Premises is located shall be referred to as The Premises.
- (3) In this agreement "Legislation" shall mean the Legislation, as amended from time to time, and any successor legislation, and Residential Tenancies Act" shall mean the Residential Tenancies Act 2006, S. O. 2006 C. 17 as amended from time to time and any successor legislation.

Use of Premises

2. (1) The Tenant agrees to use the Rented Premises as a residential premises and for no other purpose; to abide by the covenants, agreements, rules and regulations of this Tenancy Agreement; not to allow the Rented Premises to be occupied or otherwise used by anyone other than the Tenant and the persons listed herein; not to assign this agreement or sublet the Rented Premises; and that those listed herein (below) are Occupants and not Tenants. It is further understood that the occupancy rights of those listed in this section (below) cease upon the Tenancy being terminated, and the Occupants shall not under any circumstances whatsoever, become Tenants, including but not limited to the event of the death of the Tenant.

Name: _____ Name: _____
Name: _____ Name: _____

Guests shall not be permitted to remain in the Rented Premises longer than fourteen (14) consecutive days without the written consent of the Landlord. In the event that a guest of the Tenant resides in the rented premises for a period longer than fourteen days without written approval of the Landlord, such guest shall be deemed to be an illegal occupant. Requests for guests to remain in the Rented Premises beyond 14 days should be made to the Landlord.

Amendments

- (2) The Tenant agrees that any amendment to the use of the premises in section 2 of this agreement must have the written consent of the Landlord except as set out in this section, and any person found to be occupying the Rented Premises other than those listed in that subsection shall be considered to be illegal occupants.

Upon the death of a sole Tenant, this Tenancy Agreement or any renewal thereof shall terminate thirty (30) days after the death of the sole Tenant. In the event that there is more than one Tenant and upon the death of one of them, the tenancy shall be deemed to be amended to include the remaining Tenant(s), as Tenant(s), along with the Estate of the deceased Tenant for a period of thirty (30) days after the death of the Tenant, after which the tenancy of the Estate only shall terminate and the Tenancy Agreement and any renewal thereof shall be deemed to be amended in the name of the surviving Tenant(s) only.

Term 3. The Tenant shall occupy the Rented Premises on a month-to-month basis from the **FIRST** day of **February** subject to the previous Tenant vacating and subject to the Rented Premises being ready for occupation, and the Tenant shall vacate the Rented Premises (subject to the terms of this Tenancy Agreement providing for earlier termination) upon expiration of the term. If the Landlord is unable to give possession of the Rented Premises on the date of commencement for any reason, the Landlord shall not be subject to any liability for failure to give possession on the commencement date and shall give possession as soon as the Landlord is able to do so. The Rent shall abate until the Landlord offers possession of the Rented Premises to the Tenant. Failure to give possession on the date of the commencement shall not in any way affect the validity of this Tenancy Agreement, the obligations of the Tenant or in any way be construed to extend the term of the Tenancy Agreement.

Rent Payable 4. The Tenant agrees to pay Rent to the Landlord, at the Landlord's office or such place as directed from time to time, as follows:

\$ for the Rented Premises plus
 \$ + Utility Charges
 \$ - Utility Allowance
 \$ + Air Conditioner(s) = \$5 per month per air conditioner(s)
 \$ **Total Rent per month** which shall be payable in advance on
 the 1st day of every month

Market Rent \$ **Total Market Rent for this Unit excluding separate charges**

A pro-rated Rent of \$ * is to be paid in advance to cover the period from * to * , 2017 . Occupancy is subject to the terms and conditions of this Tenancy Agreement.

Utilities If the Tenant is not paying the Landlord for utilities, the Tenant agrees to pay for the following services applicable to the Rented Premises directly to those providing the service. *Check off applicable items*

Hydro Gas Hot Water Heater Water / Sewage

In the event that the Tenant should default in payment to any provider of these services, the Landlord may pay same and charge the Tenant and may collect same from the Tenant.

Service Charges 5. (1) The Tenant further agrees to pay to the Landlord a service charge for each and every cheque, pre-authorized payment or other form of payment which the Tenant's bank or depository refuses to honour in the amount that the Landlord must pay to its bank, plus an administration charge of \$20.00. It is agreed that the Landlord shall have the same remedies in the case of the default in payment of any of the above as in the case of non-payment of Rent.

Apply Payments (2) It is understood by the parties that any payment made to the Landlord, by the Tenant shall be applied against the Tenant's account in a manner at the sole discretion of the Landlord, and shall generally be applied to the oldest outstanding debt, whether that debt be rent, service charges or fees, unpaid utilities, deposits, or any other monies whatsoever owing to the Landlord for which the Landlord is entitled to collect.

Renewal 6. Upon the expiry of this Tenancy Agreement and in the absence of a subsequent written Tenancy Agreement or termination of this tenancy agreement, this Tenancy Agreement shall be deemed to be renewed as a monthly tenancy by the operation of the Residential Tenancies Act, 2006 upon the same terms and conditions as are provided herein except:

- a) The rate of the rent (which the Landlord may increase or decrease from time to time), and:
- b) The Tenant shall not have the right to assign, sublet or otherwise part with possession of the Rented Premises.

- Entry**
7. (1) The Tenant consents that the Landlord, its superintendents, employees, agents, contractors, may enter the Rented Premises from time to time and at all reasonable times and upon the giving of notice required by the Residential Tenancies Act, 2006 for the purpose of making repairs or to inspect the state of the Rented Premises, which may include taking photographs and make such renovations, repairs, alterations and changes of any kind or nature whatsoever in and about the Rented Premises as the Landlord deems desirable or expedient (hereinafter referred to as the "Changes"). The Tenant acknowledges that such entry and the making of the Changes shall not constitute a breach of any express or implied covenant of quiet enjoyment or possession or both.
 - (2) The Tenant further agrees that the landlord may enter the Rented Premises at any time without written notice in cases of emergency; or if the tenant consents to the entry at the time of entry, notwithstanding the Landlord's right to enter the Premises without written consent, such consent may be given by the Tenant to the Landlord in advance of the time of entry on the Landlord's usual form for maintenance requests and the tenant deems that this notice is given at the time of entry.
 - (3) The Tenant agrees that the Landlord and its agents shall have the right to show the Rented Premises to a prospective purchaser, Mortgagee, or insurer, upon giving notice in accordance with the Residential Tenancies Act, 2006. The Tenant further agrees that in the event that the Tenant interferes with the showing of the premises after said notice is given, or otherwise interferes with the sale of the property by the Landlord, the tenancy shall terminate.
 - (4) The Tenant shall, after notice of termination of this Tenancy Agreement has been given by either party, permit the Landlord, its agents and employees to show the Rented Premises to prospective Tenants at reasonable hours without notice to the Tenant, provided that the Landlord makes a reasonable attempt to inform the Tenant of said showing, all pursuant to the Residential Tenancies Act, 2006. The Tenant further agrees that in the event that the Tenant interferes with the showing of the premises to prospective Tenants, or otherwise interferes with the re-rental of the Rented Premises by the Landlord, the Tenant shall be liable to the Landlord for any loss or damage suffered by the Landlord including rental loss, and the Landlord may apply to The Ontario Landlord and Tenant Board for an Order terminating the tenancy earlier than the termination date in any notice thereof delivered, without delay, so that the Landlord may mitigate any such loss or damages.
 - (5) The Tenant agrees that entry to the Rented Premises shall be governed by the provisions herein, those provided in the Residential Tenancies Act, 2006 and any other reasonable cause for the Landlord's entry to the Rented Premises are to be set out in the Rules and Regulations attached hereto, which the Landlord may from time to time amend in writing.
- Electrical and Maintenance**
8. (1) The Landlord covenants to keep the Rented Premises in good state of repair.
 - (2) In the event of a breakdown of the electrical or mechanical systems, the Landlord shall not be liable for damages or personal discomfort, but the Landlord shall carry out repairs with reasonable diligence.
- Abandoned Premises**
9. If the Landlord should discover that a substantial amount of the Tenant's property has been removed from the rental Premises and at that time Rent is in arrears, the Landlord may deem the Rental Premises to have been abandoned.

Tenant's Obligations

In addition to the terms set out in the remainder of this Agreement the Tenant shall have the following obligations as part of the terms of this Agreement:

- Care of Premises**
10. (1) The Tenant agrees to give the Landlord immediate **notice** of any accident or other defect in the water pipes, heating apparatus, wiring or any other maintenance defect that may be considered to be a danger, by calling the Landlord's office and speaking with daytime or after hours staff. Other maintenance issues that do not pose a danger or risk of harm to persons or property can be submitted in writing on the landlord's usual form or by calling the landlord during regular business hours.
- Tidiness**
- (2) The Tenant agrees to maintain, keep and leave the premises in an ordinary state of cleanliness and to pay to Landlord the cost of repair of any damage caused to the premises by the Tenant's wilful or negligent conduct or that of persons who are permitted on the premises by the Tenant.

- Repairs** (3) The Tenant acknowledges that the Landlord is not liable for any repairs unless notice has been received by the Landlord. The Landlord shall be permitted a reasonable time within which to make any such repairs that are necessary. The Tenant shall not call on any person not employed by the Landlord to affect any repair or maintenance of the Rented Premises without prior permission of the Landlord. The Tenant shall be responsible to the Landlord for the cost of repairing or replacement of damaged property caused by the Tenant, occupants or guests.
- Alterations/ Decoration** 11. (1) The Tenant shall not make any alteration or decorate the Rented Premises, without the **written approval** of the Landlord, and the Tenant agrees to reverse any such alteration or decoration, at the Tenant's own expense, at the termination of the Tenancy, said termination being initiated by either the Landlord or the Tenant.
- Asbestos Management** (2) The tenant shall not make any alterations that may disturb any enclosed asbestos, commonly used in housing construction prior to 1990. The tenant further agrees to report any disturbed asbestos/exposed wall or ceiling areas immediately to the Landlord.
- Condition of Premises** (3) The Tenant, by taking possession of the Rented Premises, acknowledges that the Rented Premises and the Premises are in good and sound state of repair and fit for habitation. The Tenant agrees that there was no promise, representation or undertaking by or binding upon the Landlord with respect to any alterations, remodelling or decorating of or installation of equipment or fixtures in the Rented Premises or Premises or other representations except such, if any, as expressly set forth in this Tenancy Agreement.
- Locks and Keys** 12. (1) The Tenant hereby consents to any change of locks by the Landlord in the Premises in which the Rented Premises are located, including the Rented Premises. The Tenant further agrees that a change of the locks, by the tenant, leading directly into the Rented Premises made without the **written consent** of the Landlord may constitute a termination of the Tenancy Agreement, by the Tenant, effective upon the date in which said change of locks did occur.
- Upon termination of the tenancy, the Tenant shall deliver keys of the Rented Premises and the Premises, to the Landlord.
- Replacement Keys** (2) The Tenant hereby consents that in the event that one or all keys to the Rented Premises, or the Premises, are lost or stolen, the Landlord may, at the sole expense of the Tenant, change the locks on the doors of said Rented Premises, or Premises.
- Auto - Mobiles** 13. The Tenant further agrees:
- 1) The Tenant shall not have any right to use the parking facilities, except as permitted by the Landlord. The Landlord may, upon the written request of the Tenant and where parking space is available, permit the Tenant to park a properly licensed and roadworthy passenger vehicle or any other motor vehicle acceptable to the Landlord.
 - 2) Where parking lots are provided, Tenants are permitted to park only one vehicle in the lot, unless granted prior written consent.
 - 3) Tenant vehicles are not permitted to park in parking lot spaces designated for visitors.
 - 4) Where the tenant is provided with a garage or carport and driveway dedicated to their own use, it shall be used for the purpose of parking a car and must not be used as a storage area.
 - 5) No vehicle shall be parked on grass, curbs, sidewalks or other common areas of the Rental Premises or Premises.
 - 6) No repairing of automobiles is permitted on any parking space or anywhere on the Premises.
 - 7) The Landlord shall be furnished with such information as may be required to identify each automobile. The Tenant shall affix to the tenant's automobile such marker as may be designated by the Landlord.
- Towing** 8) Any motor vehicle found to be occupying any parking space other than those vehicles expressly registered, **in writing**, with the Landlord by the Tenant, is liable to be towed away at the risk and expense of said vehicle's owner. The Tenant agrees not to allow any vehicle in parking spaces except those registered with the Landlord.
- Road Worthy Vehicles** 9) The Tenant shall not keep unlicensed or inoperable vehicles in any parking space and such vehicles may be removed by the Landlord at the expense of the Tenant. The Tenant further agrees that in the event that the tenant's vehicle is found in an unauthorized space, it may be removed by the Landlord, at the sole expense of the Tenant.

Commercial or Recreational Vehicles 10) No commercial or recreational vehicles, including buses or trucks shall be parked in the allocated parking spaces.

Insurance 14. (1) The Tenant shall not do or permit anything to be done in the Premises or Rented Premises, or bring or keep anything therein which may in any way create a risk of incident or increase in the rate of insurance on the Premises, or contents, or constitute a danger to other Tenants, the Landlord's staff, or any other person found on the Premises. All provincial statutes, regulations, and municipal by-laws respecting safety shall be complied with by the Tenant, the tenant's household, and the tenant's guests.

(2) The Tenant is strongly encouraged to hold a valid insurance policy providing coverage which shall include the Tenant's contents of the Rented Premises and Premises, including any automobile and the contents thereof and insure the Tenant, occupants and any guests against all loss or damage, including personal injury, or death. The Tenant is encouraged to keep said insurance policy current and in force for as long as the Tenant /occupant occupy the Rented Premises.

Pets / Animals Indemnity 15. The Tenant shall not permit a pet or animal kept by or permitted on the Premises by said Tenant, to disturb the reasonable enjoyment of the Premises by the Landlord or the Landlord's other Tenants. The Tenant further agrees that the tenant bears full liability for any and all loss or damages suffered by the Landlord that may be caused by the keeping of said pet. The Tenant herewith saves and indemnifies the Landlord, its heirs and assigns, and the Landlord's Agents from any claim against them made as a result of the keeping of said pet or the bringing of such pet on the premises.

The Tenant, occupants and guests, shall also comply with all provincial statutes, regulations, and municipal by-laws respecting the presence, care of, control of, and behaviour of their pets.

Noise 16. No noise of any kind, which in the opinion of the Landlord or its agents may disturb the comfort of any other person, shall be permitted by the Tenant in the Rented Premises, or the Premises, nor shall any noise whatsoever including the playing of any musical instrument or sound equipment be repeated or persisted in after a request to discontinue it has been given by the Landlord, its agent or person in charge of the Premises for the time being. This shall be deemed to include all parties, disorderly or otherwise.

Common Areas 17. The sidewalks, entry, passageways, stairways and other areas used in common with others shall not be obstructed or used by the Tenant, the tenant's household and guests for any other purpose than proper access to and from the Rented Premises.

Appliances

(a) A window air conditioner may only be installed after being reported to the Landlord and the rent having been adjusted to reflect the monthly/annual charge for the additional consumption of electricity.

(b) The air-conditioner must not disturb or annoy other tenants and must be installed according to the Landlord's requested specifications at the time of approval.

(c) Residential washing machine and/or clothes dryers shall not be used in Rented Premises in an apartment building.

(d) Residential washing machines and/or clothes dryers, combination refrigerator/freezer and stove may be installed in townhouses, single and semi-detached homes, where proper electrical and plumbing outlets exist.

(e) A freezer may only be installed where electrical power supply permits and already exists. Additional charges may apply for the cost of electricity consumed by a freezer.

(f) The tenant shall not bring in, nor install a natural gas powered appliance without prior written consent of the Landlord and sufficient notification to the Landlord for installation of such appliance by a licensed contractor. Additional charges may apply for the cost of installation and natural gas consumed.

Removal of Landlord's Property 19. Drapes, blinds, carpeting, broom, appliances or other similar types of fixtures if provided by the Landlord shall not be removed or disconnected from the windows, walls, floors or electric circuits of the Rented Premises without the prior **written approval** of the Landlord.

Damage 20. The tenant shall not cause or permit damage to the Rented Premises or the Premises, either by the Tenant's wilful or negligent acts or by those of any person whom the Tenant permits on or about the Premises.

- Safety** 21. The tenant shall not do anything or omit to do anything on the Rented Premises or the Premises, which action or omission would seriously impair the safety or other bona fide and lawful right, privilege or interest of any other person, nor permit any person allowed on or about the Premises by the tenant to do or omit to do such thing.
- Occupants** 22. The tenant shall not permit such number of persons to occupy the Rented Premises on a continuing basis where such number is in contravention of any health or safety standards including any housing standard required by law, and including the occupancy standards set by the Landlord. Continuous occupation of the Rented Premises by any individual not reported to the Landlord shall constitute a failure to report a change in the composition of the household, and shall be contrary to this agreement, whether or not the individual concerned has an address elsewhere.
- Smoke Detectors \ Carbon Monoxide Detectors** 23. The Tenant agrees that the Tenant, occupants or any one permitted by them in the Rented Premises, or on or about the Premises, shall not interfere with the normal operation of any smoke detector and/or carbon monoxide detector whether wilfully or through negligence. In the case of a battery operated detector, the Landlord shall provide a battery upon the Tenant taking possession and the Tenant shall provide all further batteries to maintain the operation of the detector as long as the Tenant remains in possession of the unit.
- Illegal Act** 24. The Tenant agrees, at any time during the term of the tenancy or any extension or renewal thereof, not to exercise or carry on, or permit to be exercised or carried on, in the Rented Premises or upon the Premises or any part thereof, any illegal trade, business, occupation, calling, or act.
- Independent Living** 25. The Tenant acknowledges and agrees that where the tenant is the sole occupant of the Rented Premises, whether or not the rent is subsidized, that tenant must be able to live independently, with or without community support services. In the event that the Tenant is no longer able to do so, the Tenant shall cease to qualify for occupancy of the Rented Premises.
- Termination Notice** 26. If the Tenant wishes to terminate the tenancy, then either the sole Tenant or any one of the Tenants shall give notice to that effect **in writing not less than 60 days prior to the proposed termination and the termination shall be effective on the last day of a month** in compliance with the Residential Tenancies Act, 2006. Because the Tenancy is joint and several, if one Tenant, (where there is more than one) gives the Landlord written notice of termination, the tenancy of all the Tenants is terminated by that notice. In all events the occupancy right of any person listed in the use of premises subsection of this agreement, or any amendment of it, shall cease and end with the termination of the Tenancy.
- Breach of Covenant** 27. Should the Landlord be in breach of any covenant herein provided, the Tenant shall be required to give **written notice** of such breach within 30 days of such breach coming to the Tenant's attention and shall provide to the Landlord a reasonable period to remedy such breach. Provided that if such breach be remedied, there shall be no further liability for the breach and if no such notice is given, the Tenant shall not have any remedy for the said alleged breach.

Rent-Geared-to-Income

- Notice of Change** 28. A Tenant residing in a rent-geared-to-income unit shall report to the Landlord, within 30 business days of when the change happens, any changes in the gross income or assets of any member of the Tenant's household or, any change in household composition. Notwithstanding the requirement to report changes in gross income or assets within 30 days, those households on fixed incomes exclusive of social assistance, are required to report changed in the gross income or assets of any member of the Tenant's household on an annual basis or as requested by the Landlord.
- Definition of a Household** 29. (1) The Tenant agrees that "**household**" for the purpose of income and asset information, and **household** composition, means **an individual who lives alone or two or more individuals who live together**, and who continuously occupy the Rented Premises, whether or not they may have a primary or temporary residence elsewhere
- Rent Subsidy Income Information** (2) A Tenant residing in a rent-geared-to-income unit shall submit to the Landlord, the Annual Income Declaration package, and any other information or documentation that may be requested by the Landlord. These forms shall be complete, and signed, and given to the Landlord within the timeframes stipulated and at least once per year, and more often if requested by the Landlord. These forms shall not be considered complete and accurate if they are not accompanied by the supporting documentation requested by the Landlord to prove the gross income and assets stated on the forms. The forms shall contain gross income and asset information for the Tenant's household.

- Notice of Assessment** (3) The Tenant consents to providing the Landlord with income assessment forms (the Notice Of Assessment) from Canada Customs and Revenue Agency, and hereby consents to the Landlord obtaining those directly from Canada Customs and Revenue Agency for the purpose of confirming income and asset statements, at any time during the Tenancy Agreement or any renewal of it.
- Termination of Rent Subsidy** 30.(1) It is the Tenant's responsibility to report to the Landlord, all changes in income, or other information **within 30 business days of the change occurring** or the household shall cease to be eligible for rent-geared-to-income assistance. The Landlord shall give written notice to terminate the rent-geared-to-income assistance in compliance with the Legislation. Notwithstanding the requirement to report changes in gross income or assets within 30 days, those households on fixed incomes, exclusive of social assistance, are required to report changed in the gross income or assets of any member of the Tenant's household on an annual basis or as requested by the Landlord.
- (2) In the event that the Tenant does not comply with the preceding subsection and the Tenant does not complete the Landlord's forms when requested and/or does not submit them by the time frame requested, the household shall cease to be eligible for rent-geared-to-income assistance. The parties hereto also agree that non-compliance occurs when the Tenant fails to supply the supporting documentation requested by the Landlord, or when any of the information supplied is inaccurate, inadequate or false, whether or not the Tenant intended it to be so. The Landlord shall give written notice to terminate the rent-geared-to-income assistance in compliance with the Legislation.
- Occupancy Standards** (3) It is the Tenant's responsibility to report to the Landlord, all changes in household composition **within 30 business days of the change occurring** or the household shall cease to be eligible for rent-geared-to-income assistance. The Landlord shall give written notice to terminate the rent-geared-to-income assistance in compliance with the Legislation. The tenant further agrees that should the household composition be such that it is in an over housed situation, based on the Landlords Occupancy Standards, the household will be added to the over housed waiting list and will be required to relocate to a unit for which the household is eligible based on the Landlords Occupancy Standards.
- Absence From the Unit** 31. In the event that the Tenant and all members of the household are absent from the Rented Premises for at least **60 days**, the household shall no longer be eligible for rent-geared-to-income assistance. The Landlord shall give written notice to terminate the rent-geared-to-income assistance in compliance with the Legislation. If a household has only one member and that member is absent from the Premises for a period of time because of medical reasons, the member shall be deemed not to be absent from the Premises during that period.

Mutual Terms

- Disposal of Tenant's Property** 32.(1) The Landlord and Tenant agree that upon the Tenant vacating the Rented Premises pursuant to a notice of termination delivered by either Party, an agreement between the parties to terminate the Tenancy, section 68(2) of the Residential Tenancies Act, 2006 or an Order of the Ontario Landlord and Tenant Board, the Landlord may, sell, retain for the Landlord's own use, or otherwise dispose of any and all property of the Tenant, which the Tenant has theretofore not removed from the Rented Premises or the Premises of the Landlord. Said disposal of property shall be in a manner at the sole discretion of the Landlord and without any liability whatsoever to any person whether disposed of by this section or by any of the following exceptions.
- Exceptions** (2) Where the Tenant vacates pursuant to an Order of the Ontario Landlord and Tenant Board and that Order has been enforced by the Sheriff of the appropriate territorial jurisdiction, the Landlord may not dispose of the Tenant's possessions for a period of 72 hours after the said enforcement, and the Landlord shall make the Tenant's property available to be retrieved at a location proximate to the Rented Premises at a reasonable time during that 72 hour period.
- (3) Upon the death of a Tenant, and there are no other Tenants of the Rented Premises, the Landlord may dispose of the Tenant's property in a manner consistent with the provisions of section 91 and 92 of the Residential Tenancies Act, 2006.
- (4) Upon the Tenant abandoning the Rented Premises, or any part thereof, the Landlord may dispose of the Tenant's property in a manner consistent with the provisions of section 79 of the Residential Tenancies Act, 2006.
- Liability** 33.(1) The Landlord shall not be liable or responsible for:
- a) any personal injury or death that may be suffered or sustained by the Tenant; or,

- b) any loss of or damage or injury to any property including cars and contents thereof belonging to the Tenant while such property is on the Rented Premises or on the Premises; or
- c) without limiting the generality of the foregoing, any damage to property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Rented Premises or the Premises of the Landlord or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter; or
- d) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
- e) any damage to or loss of any property left in or on the Rented Premises or the Premises of the Landlord subsequent to the Tenant giving up possession of the Rented Premises whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other Tenants of the Landlord, or any other person; or
- f) any damage to or loss of property incurred by the Tenant as a result of an "Act of God", being such as but not limited to, the following: severe storm, lightning, flood, earthquake, etc.

Amendment or Waiver 34. No amendment or waiver of any part of this Agreement shall be effective unless in writing and signed by the Landlord or its authorized agent. The Landlord's site staff are NOT authorized agents within the meaning of this section.

Entire Agreement 35. It is agreed that the terms and conditions set forth herein embrace the whole of the terms and conditions of the Tenancy Agreement entered into by the Landlord and Tenant and supersedes and takes the place of any and all previous agreements and representations of any kind, written or oral, made by anyone in reference to the Rented Premises, or in any way affecting the Premises or equipment forming a part thereof.

Joint and Several and Gender 36. The provisions of this tenancy agreement shall be read with all grammatical and gender changes necessary. All covenants contained herein shall be deemed joint and several.

Rules and Regulations 37. The Tenant agrees to comply with the Landlord's "Rules and Regulations of the Rented Premises" attached hereto as Schedule "A" and forming part of this agreement, and (if applicable) the Landlord's Rules and Regulations for townhouses, single & semi-detached homes, attached hereto as Schedule "B" and forming part of this agreement, and to comply with all such schedules attached hereto. The Tenant further agrees that the Landlord may amend said schedules from time to time by serving upon the Tenant the amended schedule. The Tenant thereby consents to said amendments.

Severability 38. Each of the provisions of this agreement is severable and if any provision hereof should for any reason be declared invalid by a tribunal of competent jurisdiction, the remaining provisions shall remain in full force and effect.

This Tenancy Agreement is subject to the terms and conditions set forth above and attached hereto, which the Tenant acknowledges having read and understood.

The parties hereto have entered this Agreement by SIGNING AND DELIVERING in the presence of

Witness

Niagara Regional Housing

(Tenant)

(Tenant)

(Tenant)

(Tenant)

(Tenant)

**RECEIPT of Tenancy Agreement
I/We hereby acknowledge receipt of a
duplicate original of the within Tenancy Agreement**

(Tenant)

Schedule "A"

Rules and Regulations of the Rented Premises

1. The Tenant acknowledges that the Landlord is firmly committed to a Drug-Free policy for all of its Premises and tenancies. Use and/or distribution of any illegal substance by a Tenant or occupant shall result in immediate legal action to terminate the tenancy to the full extent permitted under the Residential Tenancies Act, 2006.
2. The water closets, pipes, fixtures, equipment and other water apparatus shall not be used for any purpose other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the Tenant who or whose household, family, guests or visitors shall cause it.
3. No sale or auction of any kind shall be held in or about the Rented Premises without the prior **written consent** of the Landlord.
4. No sign, advertisement, decoration, sticker, or notice shall be inscribed, painted or affixed to the unit door or on any part of the inside or common areas of the Rented Premises whatsoever.
5. Balconies, or patios shall not be used for the hanging or drying of clothes, cooking, for storage, or the cleaning of mops or carpets, or for the location of communication devices or equipment. No carpets or flooring shall be affixed to the balcony.
6. Tenant shall obtain written permission **before** installing any antennas or satellite dishes. Tenants shall pay all reasonable labour and material costs to remove any unapproved enhancements or damages
7. No partitions, fences, gates or sheds shall be erected on any part of the Rented Premises without the **written consent** of the Landlord and in accordance with the Landlord's specifications.
8. The use of grills, barbecues etc on balconies or ground floor patios and common areas of multi-residential buildings is strictly prohibited. The use or storage of related combustibles (gasoline, propane, etc.) is also strictly prohibited in these same areas.
9. The Tenant shall not install on the Rented Premises additional heating units or additional electrical circuits and shall not overload existing electrical circuits.
10. The Tenant shall be held responsible for any damages to the Rented Premises or the Premises caused by moving furniture in or out of the Rented Premises.
11. The floors, skylights and windows that reflect or admit light into corridors or into any place in the Premises shall not be covered or obstructed by the Tenant.
12. The laundry facilities, where provided, are for the sole use of the tenants laundry.
13. The Tenant shall be responsible for the removal of ice and snow from the entrance walks and public sidewalks fronting or otherwise bordering on the Lease Premises, except where the Leased Premises are situated in an apartment building.
14. The Tenant shall be responsible for maintaining, in good order and condition, any lawn or garden that forms part of the Leased Premises.
15. The Tenant and Tenant's guests shall adhere to all correspondence that may be posted and/or received at the Leased Premises.

Schedule “B”
Rules and Regulations for Townhouses,
Single & Semi-Detached Homes

1. Natural Gas Units – Hot Water Tank and Furnaces

No material and/or goods shall be placed or stored within 4 feet of the above equipment.

2. Garbage Disposal

- (a) The disposal of garbage both within the Rented Premises and on the grounds surrounding them shall be the responsibility of the Tenant.
- (b) Garbage shall be removed from the Rented Premises at reasonable intervals and placed at designated areas on specific days as stipulated by the Landlord.
- (c) Where curbside pickup is available, garbage shall not be placed curbside prior to 8:00 p.m. on the preceding day and no later than 7:00 a.m. the day of collection.
- (d) Where a tenant disposes of garbage improperly on the premises and the landlord is required to clean up and / or dispose of the garbage, the tenant shall be responsible for the cost of clean-up and disposal.

3. Basement

The Tenant agrees and understands that the basement area shall not be used for sleeping purposes or additional bedroom space.