

# SCHEDULE B

## **RENT:**

All rent must be paid on or before the first day of each and every month.

For convenience, Tenant can pay rent with automatic withdrawal from the tenant's bank or trust company, EFT or eleven (11) post-dated cheques in advance for the balance of the rent payable hereunder with the acceptance of this Agreement. If any of the Tenant's post-dated cheques are not honoured when presented for payment to the bank or trust company on which they are drawn, Tenant shall pay the Landlord for each returned cheque a sum of \$40.00 as liquidated damages to cover the Landlord's administration costs and not as a penalty or fine.

Tenant shall provide to the Landlord, copies of photo identification on or before the lease commencement date.

## **MAINTENANCE:**

Landlord warrants that the property will be clear of all debris and garbage on closing.

The Tenant agrees to pay the full cost of all repairs and/or damages caused by the Tenant's negligence or willful misconduct.

Tenant agrees to perform minor maintenance of the premises at his own expense such as (but not limited to) replacing burnt out light bulbs,

Tenant agrees to maintain the unit in a proper state of repair and cleanliness and shall return to the Landlord in the same condition as received, save and except normal wear and tear. Wall colour shall not be changed at any point during the term of the lease. The Landlord and/or property management will inspect the premises with the Tenant. If the premises returned is not in the same state as it was given to the Tenant, the Tenant will be responsible for paying the Landlord to have it professionally cleaned.

The Tenant shall be completely familiar with the proper and safe operation of all the appliances in the unit, [including the proper cleaning of the lint trap in the dryer) before attempting to use any of the appliances. The Tenant is responsible for cleaning and maintaining these appliances systems. If an unsafe condition arises, the Landlord is to be contacted IMMEDIATELY. Under no circumstances should an unsafe appliance be operated, even if not using the appliance may cause inconvenience to the Tenant. Tenant shall be liable for any damages caused to the appliances and/or blinds arising from acts, omission or negligence of the Tenant or those of whom Tenant is responsible.

The Tenant shall use the yard entrance and walks in a proper manner. Tenants must keep their own walks, yards, allocated parking space, if applicable, recycling and garbage disposal area clean and tidy at all times.

The Tenant shall not allow refuse, garbage or other loose, objectionable, or unsanitary material to accumulate in the unit and will upon termination of this Agreement remove all rubbish, and garbage and waste materials and leave the unit in a clean and sanitary condition.

The Tenant shall not bring or store any machinery, equipment, article or accumulation of things that by reason of its combined weight, size, volume or use might damage or overload the floors of the Rental Unit.

The Tenant shall bag and seal all garbage and place in designated garbage containers and shall dispose of items designated as recycling in the manner directed by the Municipality of Barrington.

The Tenant shall use the plumbing fixtures only as intended. The Tenant must keep all drains free and unobstructed at their expense.

Only small picture hooks or small nails may be used for the hanging of pictures. Tenant agrees not to relocate any fixture or appliances, not to install any TV wall mount, not to renovate or apply any wall coverings, or alter colour of the walls without written consent of the Landlord; otherwise, Tenant agrees to pay for the full cost of those recover of damages.

The Tenant shall report immediately to the Landlord any and all damages to the rental unit.

Personal BBQ's are permitted on the tenants patio only.

## SAFETY:

The Tenant must keep and observe all health, fire and police regulations of the province and the municipality.

The Tenant shall do nothing to cause the Landlord's insurance rate to increase.

The Tenant shall maintain the Rental Unit in an orderly condition and do nothing that will prevent escape from any part of the building in the event of fire such as obstructing hallways, doorways and windows. The Tenant will not accumulate or store material in the Rental Unit in a manner that creates a fire hazard.

The Tenant shall not disable or tamper with safety devices such as, but not limited to: smoke or carbon monoxide detectors, fire sprinkler systems or alarms. The tenant shall not tamper with or alter any electrical wiring or electrical panel. No additional locks shall be placed upon any door or the Rental Unit without the written consent of the Landlord.

The Tenant shall not increase the risk of harm to persons or property by propping open or in any way disabling security or fire doors; placing anything in windows, on window ledges, or on balcony rails that could cause personal injury; or failing to close windows or doors to prevent damage to the unit or building from frozen plumbing or heating lines, rain or other causes.

The Tenant shall not keep combustible material or flammable liquid on the Premises. Except where the Tenant is responsible for yard work.

## MANAGEMENT:

Tenant shall not assign this agreement or sublet the property without the express written approval of the Landlord.

Tenant acknowledges and agrees that any breach of this agreement will result in the forfeiture of the deposit paid hereunder. The term Break of this Agreement shall include but is not limited to any failure to comply with the terms and conditions of this Agreement. In the event that Tenant wishes to terminate the lease before the end of the said lease term, it shall be Tenant's sole responsibility to find a replacement tenant. Furthermore, the replacement tenant must be approved in writing by the Landlord, such approval to be at the Landlord's sole, absolute and unfettered discretion.

The following fixtures and appliances belonging to the Landlord are to remain on the premises for the Tenant's use: All existing light fixtures, all existing window coverings, fridge, stove, built-in dishwasher, washer and dryer, over range microwave.

Landlord represents and warrants that the appliances as listed in this Agreement will be in working order at the commencement of the lease term. Tenant agrees to maintain said appliances in a state of ordinary cleanliness at the Tenant's cost.

Tenant understands that the Landlord will maintain a key to the premises during the term of the lease or any extension thereof and if the locks need to be changed at any time, Tenant must obtain prior written approval from the Landlord.

Tenant shall cooperate with the Landlord to provide access for the Landlord's agent to show the property to prospective purchasers or tenants during the 60 days prior to the expiration of the lease term with at least 24 hours advance notice.

The Landlord is responsible for the care of the lawns and snow removal at no cost to the Tenant.

The rental unit must be used for residential purposes only, and any other use must first be approved by the Landlord.

The Landlord shall have the right to amend the Tenant's Regulations and make from time to time such additional reasonable regulations as is in its judgement may be necessary for the safety, care and cleanliness of the premises, and for preservation of good order therein, and such regulations shall be kept and observed by the Tenant.

## **INSURANCE:**

Tenant(s) shall, at their own expense, obtain and maintain property insurance in respect of the Tenant's contents and personal effects in the Premises as well as comprehensive general liability insurance in an amount not less than One [1] Million Dollars and any other insurance coverage for the Premises as would a prudent tenant of similar premises for the full duration of the lease. Tenant(s) agree to be responsible for the payment of any and all insurance premiums therefore. Tenant agrees to provide a copy of the insurance certificate to the Landlord before commencement of the Lease. KEYS WILL NOT BE RELEASED WITHOUT A COPY OF THE TENANT'S INSURANCE POLICY.

Tenant agrees that the Landlord will have the right to request proof of insurance of the premises every 3 months in the event the lease becomes month-to-month.

Landlord shall maintain fire insurance on the said premises. Tenant acknowledges that the Landlord's fire insurance on the premises provides no coverage on the Tenant's personal properties and liabilities.

## UTILITIES:

Tenant agrees to pay the cost of electricity including all setup charges/fees etc. incurred when transferring the services to the Tenant's name. Tenant further agrees to provide confirmation from the

utility company to the Landlord on or before the date of possession that the services have been transferred to the Tenant. Water is included as part of the tenants rent.

#### **CONSIDERATION OF OTHERS:**

Cats are permitted in the rental units, maximum of two (2) cats at anytime. No other animals shall be brought in or kept in the rental unit, in and/or on common area of the building.

The Tenant shall not cause a noise disturbance or permit a disturbance of any sort to be caused.

Common areas of the building may be used by guests only under the supervision of the Tenant. Tenants are responsible for the conduct of their guests.

Driveway and parking areas are for the parking of licensed and operable vehicles. No unlicensed vehicle is permitted on the property where the Rental Unit is located. No overhauling of any vehicle is allowed on the property where the rental unit is located, nor is the area surrounding the rental unit to be used for the storage and repair of vehicles.

"No Parking" signs in loading zones, driveways and other designated areas must be obeyed. Bicycles are to be parked in areas designated by the Landlord. No ATV's are to be parked on the property at anytime.

#### **SMOKING:**

The Rental Unit, Parking Areas and surrounding property is deemed to be smoke-free. All forms of smoking shall be prohibited.

Definition of smoking The term "to smoke" or "smoking" means to inhale, exhale, burn or have control over a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking implement designed to burn tobacco or any other weed or substance for the purpose of inhaling or tasting of its emission.

Smoke-free policy smoking is prohibited inside the building, including private units and on the residential property. Tenant agrees and acknowledges that the premises to be occupied by tenant and members of tenant's household have been designated as smokefree. Tenant, members of tenant's household, visitors, guests and business invitees shall not smoke anywhere in the unit rented by tenant, the building where tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community.

Tenant to promote smoke-free policy and to alert landlord of violations Tenant shall inform tenant's guests, invitees, visitors and business invitees of the smokefree policy. Further, tenant shall promptly give landlord a written statement of any incident where tobacco smoke is migrating into the tenant's unit from sources outside of tenant's apartment unit.

Landlord not a guarantor of smoke-free environment Tenant acknowledges that landlord's adoption of a smoke-free policy does not make the landlord or any of its managing agents the guarantor of tenant's health or of a smoke-free unit and building or complex. However, landlord shall take reasonable steps to enforce the smoke-free terms of its leases. Landlord is not required to take steps in response to smoking unless landlord is put on notice of the presence of cigarette smoke, via agent, personal knowledge, and/or written or electronic notice by a tenant.

Other tenants are third-party beneficiaries of tenant's agreement Tenant agrees that the other tenants at the complex are the third-party beneficiaries of tenant's smoke-free policy agreement with landlord. Tenant acknowledges that tenant's obligations and commitments in regard to this policy are made to, and may be enforced by, the other tenants in the complex as well as to the landlord.

Disclaimer by landlord Landlord specifically disclaims any implied or express warranties that the building, common areas or tenant's premises will have any higher or improved air-quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from second-hand smoke. Tenant acknowledges that landlord's ability to monitor or enforce compliance with this policy is dependent in significant part on voluntary compliance by tenant and tenant's guests, and other occupants of the complex. Tenants with respiratory ailments, allergies, or any other physical, mental, emotional, or psychological conditions relating to smoke are put on notice that landlord does not assume any higher duty of care to enforce this policy than any other landlord obligation under the lease.

Landlord Signature

**Tenant Signature**