

TENANCY LEASE AGREEMENT

This Tenancy Lease Agreement (hereinafter called the "Lease") on the date below written between: University of Toronto Mississauga (hereinafter called the "Landlord") of the First Part, and

Full Name: _____ **Student #:** _____ (hereinafter called the "Tenant") of the Second Part.
Given Name(s) Surname

1. LEASED PREMISES

In consideration of the rents, agreements and obligations contained in this Lease, and of the facts stated by the Tenant in his/her Application to Lease, the Landlord hereby leases to the Tenant the following premises (hereinafter called the "Leased Premises"):

Unit No: _____ **Schreiberwood** situated at 3349 Mississauga Road, and being in the City of Mississauga, Province of Ontario, L5L 1J7.

2. TERM

This Lease will commence at **3:00 pm on the 1st day of September, 2022** and end at **12:00 pm (noon) on the 31st day of August, 2023**.

3. RENT PAYABLE

During the term, the Tenant shall pay to the Landlord at its office at the University of Toronto Mississauga Student Housing & Residence Life: Oscar Peterson Hall, Suite 120, 3359 Mississauga Road, or at such place as the Landlord may designate, the total monthly rent (hereinafter called the "Rent"), in the form of personal cheque, certified cheque, money order, or debit/credit card set out in this paragraph **on or before the 1st day of each and every month**.

TOTAL MONTHLY RENT IS \$ 2,122.00

- (a) For Tenants with an *Accessible Campus Online Resource Network (ACORN)* account:

All other outstanding administrative charges (e.g. damages, cleaning, lockouts, etc.) will be charged to the Tenant's ACORN account. The Tenant does not have the authority to dictate in what manner payments are applied. Rent is paid by visiting the Residence Services Desk located in Oscar Peterson Hall, or the Tenant can set up Pre-Authorized payments by filling a Pre-Authorized Payment Form found at: <http://utm.utoronto.ca/housing/applying/forms-documents>

- (b) For Tenants without an *Accessible Campus Online Resource Network (ACORN)* account:

Rent and all other charges can be paid at the Residence Services Desk located in Oscar Peterson Hall, or the Tenant can set up Pre-Authorized payments by completing a Pre-Authorized Payment Form found at: <http://utm.utoronto.ca/housing/applying/forms-documents>

If the Tenant is at any point in arrears of Rent and/or any other amount due and owing to the Landlord, the Tenant agrees that subsequent payments made by him/her to reduce the arrears owed shall be applied first to the oldest outstanding Rent and second to outstanding administrative charges (e.g. damages, cleaning, lockouts, etc.). The Tenant may not dictate the manner in which payments are applied. A payment plan request form is available, should the Tenant be unable to pay rent by the set deadline. Payment plan requests are reviewed on a case-by-case basis. Approval or denial of a payment plan request is at the sole and absolute discretion of Student Housing & Residence Life. A maximum of one payment plan per household is permitted in the duration of their continued occupancy.

The Tenant shall pay at the time that this Lease is signed, in the form of certified cheque, money order, or debit/credit card, a deposit equal to a full month's Rent. Such deposit will be applied as prepaid Rent towards the Rent for the last month of the tenancy.

Upon receipt of a Non-Sufficient Funds (NSF) personal cheque, the Landlord will not thereafter accept subsequent personal cheques, unless certified, from the Tenant. Rent payments returned to the Landlord from the bank will result in a \$75.00 service charge.

In the event the occupancy of the Leased Premises is taken prior to the 1st day of the start of the Lease, the Tenant agrees to pay a daily rate of \$50.00 for each day of occupancy. In the event the Tenant does not vacate the Leased Premises by the end date and time set out above, and the Tenant has not signed a new Lease for the subsequent academic year, the Tenant agrees to pay a daily rate of \$100.00 for each day of occupancy. In both situations, the Tenant must submit a request in writing to the Landlord for permission to occupy the space outside of the Lease period, which request may be denied by the Landlord in its sole and absolute discretion. If permission is granted the rates will apply, if permission is not granted the Tenant may not occupy the premises outside of the Lease dates.

4. SERVICES PROVIDED BY THE LANDLORD

The Landlord shall supply the following services and appliances: hydro, heating system, hot water tank, water, fire extinguisher, smoke alarm, stove, window treatments, and refrigerator.

5. TENANT'S OBLIGATIONS

The Tenant covenants with the Landlord as follows:

(a) OCCUPATION OF PREMISES

The Tenant shall use and occupy the Leased Premises only as a private residence for occupation by the Tenant and the following persons:

Name(s) and relationship to Tenant (e.g. spouse, partner, children, primary care giver). A maximum of 3 adults or 2 adults with 2 children in Schreiberwood 3 bedroom townhouse style units. A maximum of 4 adults or 2 adults with 3 children in Schreiberwood 4 bedroom townhouse style units:

The Tenant will not allow any other person to occupy the Leased Premises without the written consent of the Landlord, which consent may be arbitrarily or unreasonably withheld. The Tenant agrees to use the Leased Premises as a residential dwelling and for no other purpose; to abide by the covenants, agreements, rules and regulations of this Lease, the University of Toronto Mississauga Student Housing & Residence Life, the University of Toronto Code of Student Conduct, the *Residential Tenancies Act, 2006*, as amended and/or any successor legislation thereto, and the laws and bylaws of the City of Mississauga, Region of Peel, Province of Ontario, and Canada.

The Landlord reserves the right to relocate the Tenant to alternative premises as deemed necessary by the Landlord, in its sole and absolute discretion, due to, but not limited to, emergency situations, threats to personal safety, construction, repairs, unplanned business disruption or Acts of God. In no circumstances shall the Landlord be held responsible for financial costs or personal discomfort resulting from a required relocation.

(b) RESIDENT STATUS The Tenant must be a full-time University of Toronto student with a family that resides with the Tenant. Students must remain in Good Academic Standing as defined in the University of Toronto Mississauga Academic Calendar with a Cumulative Grade Point Average (CGPA) of 1.50 or more and be registered as a full-time student (3.0 credits or more in the Fall/Winter session) to remain in residence at the University of Toronto Mississauga. Students who are placed on academic probation as defined in the University of Toronto Mississauga Academic Calendar, with a Cumulative Grade Point Average (CGPA) of 1.50 or less, and/or part-time students (2.5 credits or less in the Fall/Winter session) will be considered for occupancy on an individual basis. Residence admission and termination decisions for students on academic probation will be made at the sole and absolute discretion of the Director of Residence & Student Life. Proof of spouse, partner, parent, primary care giver, familial relationship and/or employment status may be required to confirm status eligibility. If the Tenant fails to comply with clause (a) or (b) of this paragraph 5, the Tenant thereupon ceases to qualify for occupancy of the Lease Premises. Full time or permanent staff members are not eligible for residence.

(c) RENT The Tenant covenants to pay the Rent to the Landlord on or before the 1st day of each month, in the manner set out in paragraph 3 above, without any deduction whatsoever. Rent payments returned to the Landlord from the bank will result in a \$75.00 service charge.

(d) SERVICE CHARGES The Tenant shall pay all public and private utilities and other service charges, other than those which are included in the Rent as set out in paragraph 4 of this Lease. If the Tenant fails to make such payment, the Landlord may make same and collect same from the Tenant in the same manner as Rent under this Lease. **The Tenant agrees to allow the Landlord and/or the Landlord's authorized agent or representative to enter the Leased Premises on or about the 1st of every month for the purpose of reading the hydro meter.**

For items posted to the Tenant's ACORN account, as outlined in paragraph 3, unpaid charges will incur service charges as outlined in the University of Toronto's Student Accounts website: <http://www.fees.utoronto.ca/Page13.aspx>.

(e) FIRE HAZARDS The Tenant shall not keep any flammable liquids or materials within, or adjacent to, the Leased Premises, except for small quantities in proper containers of items required for normal household use, nor allow any activity or permit any condition to exist in the Leased Premises that will or may create a fire hazard.

(f) FIREARMS and WEAPONS The University of Toronto prohibits anyone other than a police officer, peace officer or a member of the Canadian Forces in the course of duty from having or using firearms on the premises of the University of Toronto Mississauga, without the prior permission of the Chief Administrative Officer of the University. Permission to conduct research involving firearms or ammunition should be sought through the Chief Academic Officer of the University. The possession of other restricted, dangerous, or intimidating weapons, as may be defined by the Landlord from time to time in its sole and absolute discretion, is also prohibited.

(g) CLEANLINESS AND REPAIR The Tenant shall keep the Leased Premises clean to a reasonable housekeeping standard, as defined by the Landlord in its sole and absolute discretion, and shall pay for any damage caused by the Tenant's willful or negligent conduct or that of his/her family, visitors or any other person who is permitted in the Leased Premises by the Tenant. The Tenant will not make repairs, alterations, or additions to the Leased Premises as per subparagraph 5(k) below. When vacating the Leased Premises the Tenant shall leave them and all equipment therein which belongs to the Landlord in a clean, broom-swept and good condition, consistent with its age and use.

(h) NOTIFICATION OF NEED OF REPAIR The Tenant shall inform the Landlord immediately, in writing via work order, of any items in the Leased Premises that are in need of repair. Failure to report items in the Leased Premises in need of repair may result in the Tenant being financially responsible for

the necessary repairs. The Landlord shall not be responsible to carry out any repair where the Tenant has failed to notify the Landlord that the repair is required. Work orders can be submitted online 24 hours a day, 7 days a week at: <http://www.utm.utoronto.ca/housing/>.

(j) INSPECTION The Tenant shall permit the Landlord and persons having authority from the Landlord, on 24 hours' written notice, to enter upon the Leased Premises for the purpose of inspecting the condition thereof and of doing any necessary work, such entry to be made during the hours of 8:00 am and 8:00 pm, or at other hours consented to by the Tenant. Repairs for which the Tenant is responsible under subparagraph 5(g) will be charged to the Tenant and may be recovered by the Landlord in the same manner as Rent. In cases of emergency, which cases shall be determined by the Landlord in its sole and absolute discretion, the Landlord may immediately enter the Leased Premises at any time without prior notice.

(j) DAMAGE The Tenant is strictly responsible for damages to the Leased Premises and/or to any part of the building and premises in which the Leased Premises are situated, caused by the willful or negligent conduct of the Tenant, his/her family, visitors and other persons whom the Tenant permits upon the premises, including, without limitation, loss and damage caused by fire, overflow of water, rain, snow, frozen water pipes, heating equipment, and motor vehicles.

(k) ALTERATIONS The Tenant will not make any alterations or additions, or change in any way the premises. The Tenant expressly acknowledges that, like many buildings constructed prior to the mid-1980s, Schreiberwood, McLuhan Court, Putnam Place, Leacock Lane, and MaGrath Valley townhouse residences have building materials that do, may or are likely to contain asbestos. This may include, but is not necessarily limited to, joint compound used to smooth seams between wallboards and fill holes before painting and sealing drywall, and also in vinyl floor tile installed during that period. As such, no drilling, nailing or screwing into the walls, ceilings or floors is permitted so that the materials remain safely encapsulated in non-friable form, with detailed information readily available in the department of Student Housing & Residence Life. The Tenant shall inform the Landlord immediately, via work order, of any items in the Leased Premises that are in need of repair, as referenced in subparagraph 5(h) above. Any alterations or additions made to the Leased Premises may only be performed by the Landlord's approved staff or contractor.

(l) PARKING The Tenant shall comply with the rules and regulations set out by the Parking Office of the University of Toronto Mississauga. Parking contracts are independent of this tenancy agreement, and, as such, the Landlord accepts no responsibility for any damages, liability or any other terms and conditions as may be stipulated between the Parking Office and the Tenant.

(m) INTERNET The Tenant shall comply with the rules and regulations set out by the department of Information & Instructional Technology Services (I&ITS) of the University of Toronto Mississauga. Internet contracts are independent of this Tenancy Agreement, and as such, the Landlord accepts no responsibility for any damages, liability or any other Terms and Conditions as stipulated between I&ITS and the Tenant. The University of Toronto Mississauga Internet Access Terms of Use can be found at <http://www.utm.utoronto.ca/iits>. Tenants are not permitted to tamper with, disconnect or in any other way alter the access points or connections to the U of T Wireless Network managed by I&ITS. Antennas installed on UofT campuses must comply with the UofT Electric and Magnetic Field Safety Program (available at <http://www.ehs.utoronto.ca/Assets/ehs+Digital+Assets/ehs3/rad/EMF+program.pdf>), which requires the field to be under 10% of the Canadian Standard for public. Areas with values above 10% are required to be marked and have access restricted.

(n) BUSINESS The Tenant must not carry on or permit to be carried on any business, professional or commercial enterprise in the Leased Premises or use them for any illegal purpose whatsoever.

(o) NOISE Neither the Tenant nor his/her family nor any other person whom he/she permits upon the Leased Premises, shall make or permit or allow any unreasonable noise to be made in or about the Leased Premises, or do anything, in the opinion of the Landlord, which will annoy, disturb or interfere in any way with the comfort of other Tenants in the area and/or their family members or guests, and he/she or they shall not repeat or persist in making any such noise, interference or disturbance or in permitting or allowing the same to be made after a request to discontinue the same has been made by the Landlord.

(p) PETS The Tenant is responsible for any damages to the Leased Premises resulting from the presence of pet(s). The Tenant will be financially responsible for charges incurred by the Landlord to remove all pet hair, dander and all other damages to the Leased Premises. The Tenant is also responsible for removing and properly disposing of all pet feces within private & public areas adjacent to the Leased Premises. Pets must be leashed at all times while in public areas adjacent the Leased Premises. The Tenant agrees that failure to comply with any of the aforementioned items will constitute interference with reasonable use and enjoyment by the Landlord and/or other Tenants. If any pet is determined by the Landlord, in its sole and absolute discretion, to have interfered in any manner with the right to reasonable enjoyment of the Landlord or another Tenant, to represent a risk to the Landlord or to another tenant, or to have caused damage to the complex or another tenant's property, the Landlord may require that the pet be permanently removed from the Leased Premises and from the Landlord's property. The presence of a pet is not sufficient reason to restrict access to the Leased Premises when 24 hours' written notice has been issued.

(q) RULES AND REGULATIONS The Tenant shall comply with the rules and regulations set out in Schedule "A" attached to and forming part of this Lease, as well as with any amendments, additions, and/or changes to them that the Landlord may make from time to time in its sole and absolute discretion, provided that such amendments, additions and/or changes have been communicated to the Tenant. The Tenant shall ensure that the rules and regulations are observed by members of his/her family and by any person permitted on the Leased Premises by him/her. Failure to comply with all aspects of this paragraph 5 and/or of Schedule "A" may result in the termination of the Lease.

(r) SUBLET The Tenant shall not assign or sublet the Leased Premises or any part thereof.

(s) EXTERIOR The Tenant is responsible for keeping the exterior (both front and back) of the Leased Premises clear of any debris or personal items that are typically kept inside (including, but not limited to, furniture, clothing, storage boxes, small appliances, etc.). The Tenant is permitted to store items that are usually kept outside (including bikes, outside toys, gardening supplies, etc.) within the boundaries of the area covered in paving stones in the back yard

directly behind the Leased Premises. Items being kept outside must be stored in an orderly fashion that does not pose any risk or nuisance to the Tenant and his/her family or other occupants of the Leased Premises, other Tenants in the area, or the Landlord. Damage to the grass or exterior area around the Leased Premises is prohibited and may result in the Tenant being financially responsible for necessary repairs. Tenants are permitted to have potted, contained gardens as long as same do not interfere with the duties performed by the Grounds Department.

6. LANDLORD'S OBLIGATIONS

The Landlord covenants with the Tenant as follows:

(a) QUIET ENJOYMENT So long as the Tenant is paying the Rent and performing the other covenants of the Tenant under this Lease, the Landlord shall allow the Tenant quiet enjoyment of the Leased Premises.

(b) APPLIANCES AND SERVICES The Landlord shall provide the appliances and services listed in paragraph 4 of this Lease to the Tenant and shall keep such appliances in proper working order, except where such appliances have been damaged by the willful or negligent act of the Tenant, his/her family or persons permitted in the Leased Premises by him/her, in which case responsibility for repairs will rest with the Tenant as set out in subparagraph 5(g). The Landlord will not be liable for any consequential damages or personal discomfort by reason of any failure or breakdown of the supplied appliances and/or any circumstances beyond the Landlord's control.

(c) HEAT The Landlord shall provide a heating system sufficient to maintain a reasonable temperature in accordance with Municipal By-Laws where applicable. The Landlord will not be liable for a failure to comply with any of the foregoing obligations because of a breakdown of the heating system, the making of repairs to the heating system and/or any circumstances beyond the Landlord's control. The Landlord shall make all required repairs with reasonable diligence after the Landlord has been notified of the need for same.

(d) REPAIRS Subject to the Tenant's obligations set out in subparagraph 5(g), the Landlord shall maintain the Leased Premises and the entrance ways giving access thereto in a good state of repair and fit for habitation during the term of this Lease, and shall comply with health and safety standards including any housing standards required by law. The Tenant shall notify the Landlord immediately, in writing via work order, of any items in need of repair and the Landlord shall make the repairs, which are the Landlord's responsibility pursuant to this Lease within a reasonable period of time, and, where necessary, with the assistance and cooperation of the Tenant. In no circumstances shall the Landlord be held responsible for damages or personal discomfort resulting from a breakdown of the electrical, mechanical or heating system or from any other matter.

7. GENERAL TERMS

The Landlord and Tenant mutually agree as follows:

(a) RESIDENTIAL TENANCIES ACT, 2006 While the *Residential Tenancies Act, 2006* applies to this Lease, the parties hereto acknowledge and agree that the Leased Premises are a unit described in paragraph 7(1)5. of the *Residential Tenancies Act, 2006*, such that the following provisions of the *Residential Tenancies Act, 2006* do not apply: paragraphs 6, 7 and 8 of subsection 30(1), sections 51, 52, 54, 55, 56 and 95 to 99, subsection 100(2), sections 101, 102, 104, 111 to 115, 117, 119, 120, 121, 122, 126 to 133, 140, 143, 149, 150, 151, 159, 165 and 167.

(b) LOCKS The Tenant shall not alter or cause to be altered the locking system on any door giving entry to the Leased Premises. The Tenant is not permitted to make copies of the keys to the Leased Premises. In the event of misplaced and/or lost keys or key cards by the Tenant or in the event the Tenant becomes "locked out" of his/her unit due to his/her own act or omission, a charge of \$10.00 payable directly to the Landlord in the same manner as Rent under this Lease will result. Keys to bedrooms are not provided and Tenants are not permitted to change bedroom door locks and/or install additional bedroom door locks without prior written consent from the Landlord, which consent may be arbitrarily or unreasonably withheld.

(c) TAX ASSESSMENT The Tenant hereby appoints the Landlord as his/her sole agent and attorney for the purposes of disputing any assessment of the Leased Premises for municipal taxes under the *Assessment Act* and amendments thereto, including the giving of necessary notices and taking of necessary proceedings to appeal same.

(d) ABANDONMENT Should the Tenant fail to take possession, vacate or abandon the Leased Premises without having given proper notice to the Landlord, the Landlord may at any time thereafter, without notice or demand, re-enter and re-let the Leased Premises to any other persons as it may see fit without prejudice to its right to claim damages against the Tenant for unpaid rent or other losses or damage suffered by the Landlord.

(e) FURNITURE AND PERSONAL EFFECTS Any furniture and personal effects found in or about the Leased Premises after the Tenant has vacated, abandoned, or been evicted, may be removed by the Landlord and may be disposed of as the Landlord sees fit. The Tenant shall pay to the Landlord the amount of any costs incurred by the Landlord to remove and to dispose of any such furniture and personal effects.

(f) BANKRUPTCY Should the Tenant become bankrupt or insolvent the immediately following three months' rent shall become due and payable, and this Lease may at the option of the Landlord be immediately terminated.

(g) NO OVER HOLDING The Tenant hereby agrees to the termination of his/her tenancy on the date set out as the end of the term of the tenancy as defined in Section 2 above. Pursuant to subsection 37(6) of the *Residential Tenancies Act, 2006*, the Landlord and the Tenant may enter into an agreement to terminate the tenancy when the Lease is entered into and/or as a condition of entering into the tenancy agreement. Accordingly, therefore, the parties hereto agree that the tenancy will not become a month-to-month tenancy after the end date of the Lease set out in Section 2 herein.

(h) WAIVER Any waiver or failure to act by either the Landlord or the Tenant upon any breach of agreement or regulation shall not be considered to be a waiver of such agreement or regulation generally or of any subsequent breach of any agreement or regulation, and any indulgence granted by the Landlord from time to time shall not obligate the Landlord to continue to grant any such indulgence for any subsequent period.

(i) NEW LEASE If the Tenant desires to sign a new lease before the end of this Lease, in order to determine his/her continued eligibility, the Tenant shall provide the Landlord with:

- (i) Notice, at least sixty (60) days prior to the current Lease termination date, that the Tenant desires to sign a new lease;
- (ii) Proof that he/she is a full-time student or staff member with a family (3.0 courses per academic year (September to April) and maintain a minimum 1.50 CGPA) at the University of Toronto Mississauga; and
- (iii) Details of his/her family composition.

The Tenant agrees that the Landlord may verify all such information. The Tenant further agrees and acknowledges that the Landlord shall not be under any obligation to sign a new lease with the Tenant.

(j) PROOF OF ELIGIBILITY ON DEMAND When requested by the Landlord at any time during the Lease, the Tenant agrees to provide the Landlord with:

- (i) Proof that the Tenant is a student enrolled full-time (3.0 courses and maintain a minimum 1.5 CGPA) or is employed in a full-time, permanent position at the University of Toronto Mississauga; and
- (ii) Details of his/her family composition, whenever the Landlord requests. The Tenant agrees that the Landlord may verify all such information.

(k) LEASE TERMINATION Notwithstanding any other provisions in this Lease, this Lease will terminate and the Tenant must immediately vacate the Leased Premises upon:

- (i) The date on which the Tenant is no longer enrolled as a student in a course of full-time study at the University of Toronto Mississauga, provided that the Tenant shall be deemed to be enrolled as a student in a course of full-time study to the last day of the summer recess immediately following the completion by the Tenant of a scholastic year of full-time study.
- (ii) The Landlord and the Tenant agree that, once the Tenant ceases to be enrolled as a student in a course of full-time study at the University of Toronto Mississauga, the Tenant's continued occupation of the Leased Premises constitutes a substantial interference with the Landlord's lawful rights, privileges, and interests, and this is grounds for the Landlord to terminate the Lease.
- (iii) The provisions of this subparagraph 7(k) are strictly for the benefit of the Landlord. The Landlord may, in its sole discretion, elect to waive any or all provision(s) of this subparagraph 7(k) and require the Tenant to remain in occupation of the Leased Premises to the end of the term of the Lease. Alternatively, if the Landlord (at its sole discretion) elects to waive any or all provision(s) of this subparagraph 7(k), the Landlord and the Tenant may mutually agree to change the term of the Lease to require or allow the Tenant to remain in occupation of the Leased Premises until a mutually agreed upon date prior to the end of the term of the Lease.
- (iv) If either party has given notice to terminate this Lease pursuant to any provision herein, the Leased Premises may be shown to prospective Tenants between the hours of 8:00 am and 8:00 pm by the Landlord. Should the Tenant effectively deny the Landlord reasonable viewing rights.
- (v) In the event that the Tenant is obliged to vacate the Leased Premises on or before a certain date, and the Landlord enters into a tenancy agreement with a third party to lease the Premises herein described for any period thereafter, and the Tenant fails to vacate the Leased Premises on or before the due date, thereby causing the Landlord to be liable to such third party, then the Tenant will indemnify the Landlord for all losses suffered thereby, including, without limiting the generality of the foregoing, all legal costs incurred by the Landlord, such legal costs to be computed on a full indemnity basis.

(l) INTERPRETATION Wherever, in this Lease, reference is made to the Tenant, such reference shall be deemed to include the feminine as well as the masculine gender and the heirs, executors and administrator of the Tenant as the case may be and if there be more than one Tenant as the case may be and if there be more than one Tenant named, the word "Tenant" shall be deemed to be joint and several. If any section, clause or sub-clause in this Lease is held invalid or unenforceable by any court of competent jurisdiction, this Lease shall be interpreted as if such section, clause or sub-clause was not a part of this Lease.

(m) LIABILITY The Landlord shall not be liable for damage to any person or property, or for loss of property because of, but not limited to, electric wiring, plumbing, ice, snow, steam, leakage, water, explosion, fire, smoke or other cause whatsoever, whether the same be caused by the default or negligence of the Landlord or another Tenant. Also the Landlord shall not be liable nor responsible in any way for any personal injury that may be suffered or sustained by the Tenant or other person who may be upon the premises or on the sidewalk, laneways or street adjacent to the same.

Signed by the Tenant this ____ day of _____, _____
DD MM YYYY

Signature _____

Signed by the Landlord this ____ day of _____, _____
DD MM YYYY

Signature _____
(for the University of Toronto Mississauga)

Duplicate Lease: The Landlord shall provide a copy of the Lease, signed by the Landlord and the Tenant, in a digital format (.pdf), to the Tenant's UTORONTO email within 21 days after the Tenant signs and submits the originally signed Lease to the Landlord.

"The University of Toronto respects your privacy. The information on this form is collected pursuant to section 2(14) of the University of Toronto Act, 1971. It is collected for the purpose of administering admission, registration, academic programs, university-related student activities, activities of student societies, financial assistance and awards, graduation and university advancement, and for the purpose of statistical reporting to government agencies. At all times it will be protected in accordance with the Freedom of Information and Protection of Privacy Act. If you have questions, please refer to www.fippa.utoronto.ca or contact the University Freedom of Information and Protection of Privacy Office at 416-946-7303, McMurrich Building, room 201, 12 Queen's Park Crescent West, Toronto, ON, M5S 1A8."

RULES AND REGULATIONS

This is Schedule "A" to the attached Lease.

The following rules and regulations apply to the Tenant, their agents, family or guests while occupying or visiting the Leased Premises.

1. FUMIGATION The furniture, furnishings and personal effects of the Tenant to be brought into the Leased Premises shall be in clean and sanitary condition, and shall be subject to inspection by the Landlord. The Landlord may require the Tenant to fumigate same at the Tenant's expense before being moved into the Leased Premises. The Landlord from time to time during daylight hours throughout the occupancy of the Leased Premises by the Tenant shall have the right to enter into the Leased Premises upon giving twenty-four (24) hours' prior notice in writing to the Tenant to inspect the sanitary condition of all furniture, furnishings and personal effects therein. When necessary, in the sole and absolute opinion of the Landlord, the Landlord may undertake and carry out, all appropriate steps by fumigation or otherwise to eliminate rodents, pests, or vermin infesting the Leased Premises, or demand that any furniture, furnishings or personal effects be removed from the Leased Premises.

2. MOVING Household furniture and effects of the Tenant shall not be taken into or removed from the Leased Premises except at such times and in such manner as may be previously consented to and approved by the Landlord, and all damage to the Leased Premises or to the building of which they form a part caused by moving such furniture and effects into or out of the Leased Premises shall be made good at the Tenant's expense by a Landlord approved and/or selected tradesperson.

- a. **Moving In** – The Tenant agrees to move in to the Leased Premises after 3:00 p.m. on the first day of the Tenant's tenancy. If the deposit or the signed Lease has not been received by the department of Student Housing and Residence Life three business days before the move-in day/time, the Tenant agrees to allow three business days from the date/time the deposit and the signed Lease are received by the department of Student Housing & Residence Life before taking possession of the unit. The Tenant shall remain responsible to pay Rent from the first day of the Lease even if the Tenant does not move into the Leased Premises on the first day of the Lease. On moving into the Leased Premises, the Tenant will review and immediately return to the Landlord a "Check-In/Check-Out Form". Failure to submit said report will result in the Landlord assuming the Leased Premises are in perfect condition.
- b. **Moving Out** – The Tenant agrees to vacate the Leased Premises by no later than 12:00 p.m. (noon) on the final day of this Lease. The Leased Premises shall be left fit for occupancy by the new tenant, clean, undamaged and with all furniture and refuse removed. All appliances will be left clean and in working order, inside and outside. Should the Landlord be required to additionally clean the apartment as a result of the Tenant's failure to comply with this clause, the Tenant shall pay all costs of cleaning and the costs arising out of any vacancies that are caused because of the necessity to leave the apartment vacant while it is cleaned and/or repaired.

3. HALLS The sidewalks, stairways, fire escapes and vestibules shall not be obstructed or used for any purpose other than gaining access to and from the Leased Premises.

4. WINDOWS AND SCREENS No articles of any description shall be hung from the windows, doors or balconies and nothing shall be placed on the exterior windowsills or stored on the balconies. The Tenant shall not throw any article from a window or balcony or remove any window screen or pane except for cleaning purposes and such screen or pane shall be replaced immediately after cleaning. The Tenant shall be responsible for any damage caused to any window screen or pane by such removal and/or replacement. The Tenant will not tamper with or alter in any way window limiters in the Leased Premises.

5. EXTRA APPLIANCES AND AIR CONDITIONERS The Tenant shall not install any appliance, which may be incompatible with the heating and/or electrical system. Dishwashers, washing machines and dryers shall not be permitted in the Leased Premises. Air conditioning units shall not be permitted in the Leased Premises unless written permission has first been obtained from the Landlord, which written permission may be arbitrarily or unreasonably withheld. The Landlord will arrange for proper installation of the air conditioning unit at the expense of the Tenant. In the event that the Tenant installs or causes to be installed an air conditioning unit without the prior written permission of the Landlord, any damage resulting from the installation, use of, or removal of the air conditioning unit will be repaired by a Landlord approved and/or selected tradesperson and will be the financial responsibility of the Tenant.

6. SIGNS The Tenant shall not display any sign, advertisement or notice, in or about the Leased Premises, except for campaign posters during a Federal, Provincial or Municipal election.

7. GARBAGE All garbage shall be disposed of by enclosing same in bags that must be tightly secured, with recyclable items placed properly in green, blue or grey boxes. Bulky items shall be disposed of as directed by the Landlord and at the expense of the Tenant if applicable. Tenants are responsible for the safe and appropriate storage of garbage and other waste in the designated garbage room and recycling storage area. Tenants in Schreiberwood and MaGrath Valley will also be required to place their garbage and recycling outside their unit in the designated area for weekly collection. Garbage and recycling may not be placed outside for collection prior to 7:00 p.m. on the evening before the designated collection day. Recycling bins must be returned to their designated storage area before 7:00 p.m. on the designated collection day. Any garbage or recycling, or recycling bins, that remain beyond this period will be in breach of the Region of Peel's By-Law and will be reported, which will result in a fine assessed by the City of Mississauga/Region of Peel. To report an infraction you can call the Peel Waste Line at (905) 791-9499.

8. WATER Water shall not be left running unless in actual use. Any damages caused by the Tenant's act or omission and/or water left running will result in the Tenant being charged for repairs.

9. WINTER PRECAUTIONS During the winter months, it will be required that the Tenant keep heat at reasonable levels to ensure that no damage is caused to the walls or pipes of the Leased Premises. Heat must be kept between 18-22 degrees Celsius. When the Tenant is leaving for a period of one or

more nights, the cupboard doors under the kitchen and bathroom sinks must be left open to prevent pipes from freezing when temperatures are expected to drop below negative 20 degrees Celsius. Any damages caused by the Tenant's act or omission and/or heat not being kept at these levels will result in the Tenant being charged for clean-up and/or repairs.

10. KEYS The Tenant shall be furnished with a number of exterior keys equal to the number of bedrooms in the Leased Premises and bedroom/laundry keys as relevant, and shall return to the Landlord all keys to the Leased Premises when vacating such premises. Lost keys, lock outs, or failure to return keys upon the termination of this Lease will result in a charge of \$10.00 per key. The replacement charge for a mailbox key is \$25.00.

11. ANTENNA No radio antenna, television antenna or satellite dish of any description may be installed, affixed or placed in or about the Leased Premises without prior written permission having been received from the Landlord, which permission may be arbitrarily or unreasonably withheld.

12. UTILITY ROOM/STORAGE ROOM Items placed by the Tenant in the utility room/storage room of the Leased Premises shall not impede access to the electrical, mechanical, heating system, hot water tank, internet switch or hydro meter. Furthermore, the Tenant agrees to allow the Landlord to enter the Leased Premises on or about the first of every month for the purpose of reading the hydro meter. Items placed in the Utility Room/Storage Room are so placed at the Tenant's risk. The Landlord will not be liable for items damaged as the result of malfunction of mechanical items. Use of storage rooms may be restricted at any time should the Landlord determine, in its sole and absolute discretion, that access to hydro meters has been restricted due to over storage of personal belongings within the storage rooms.

13. PERSONAL PROPERTY All personal property placed in the Leased Premises or in any storage rooms or parking areas in the Residence shall be placed at the sole risk of the owner of such personal property. The Landlord shall not be responsible for any loss or damage to such personal property from any cause whatsoever other than through the unlawful conduct of the Landlord. The Tenant will ensure that none of his/her personal property is situated on the grounds surrounding the Leased Premises in order to allow for regular grounds maintenance. Without limiting the generality of the foregoing, the Landlord is not responsible for any damage caused to personal property left by the Tenant on the grounds surrounding the Leased Premises that is damaged by grounds maintenance.

14. INSURANCE The Tenant shall be responsible for obtaining, at his/her own expense, insurance coverage for his/her personal property and for public liability. Upon request, the Tenant shall provide the Landlord with proof of insurance coverage.

15. RESPECT The Tenant shall respect the rights and privileges of other tenants in the residence.

16. DISEASE The Tenant shall immediately report to the Landlord and to the appropriate health authority any case of infectious or contagious disease occurring in the Leased Premises.

17. LAUNDRY The use of the laundry facilities including washing machines and dryers shall be subject to the rules and regulations provided by the Landlord or agent. The security of a Tenant's items is his/her responsibility. The Landlord is not responsible for items lost or damaged while using the laundry facilities. Washers and dryers are not permitted within the Leased Premises.

18. SMOKE DETECTORS/FIRE EXTINGUISHERS Tenants are responsible for monthly cleaning and testing of the smoke detectors in the Leased Premises. Smoke detectors which malfunction or are inoperable must be reported as soon as possible to the department of Student Housing & Residence Life. Tenants are responsible for notifying, in writing via work order, the department of Student Housing & Residence Life when repairs to smoke detectors are required. Tenants are also responsible for notifying, in writing via the work order, the department of Student Housing & Residence Life when the Landlord supplied fire extinguisher charge gauge is not in the observable green area. Fire safety equipment that has been tampered with will be replaced, repaired or recharged at the Tenant's expense.

19. SNOW REMOVAL The Tenant shall be responsible for the removal of all snow and ice from the Tenant's apartment balcony and front walkway. The Tenant shall not allow snow or ice to accumulate to the point that same poses a tripping, slipping or other hazard to persons using the balcony or front walkway.

20. BARBEQUES Due to fire regulations, the storage of propane barbeques and/or use of barbeques on balconies is prohibited. When barbeques are used on the land on or adjacent the Leased Premises, the user should ensure the smoke or odour emitted does not annoy others and the cylinders and waste are properly and safely disposed of. Propane cylinders shall not be disposed of in the household garbage for the Leased Premises.

21. DRAPES Drapes or drapery tracks where provided by the Landlord will not be removed from windows. Drapes provided by the Landlord are not machine washable. A Tenant who washes the drapes of his/her Leased Premises will be charged for replacement drapes.

22. STORAGE CONTAINERS No bulk storage containers of any description shall be placed in or about the Leased Premises for moving in or moving out belongings during the duration of this Lease.

23. PEST OUTBREAKS The Tenant shall contact the Landlord immediately if a pest infestation is suspected. The Landlord will take actions to investigate and if the presence of insects is confirmed, the Landlord may involve a professionally licensed pest control company to treat the problem. The Tenant's cooperation and active participation in dealing with the treatment will be required including, but not limited to, laundering linen and clothing and moving personal belongings in order to provide access to steam clean carpets. No refund or reduction of fees will occur.

The landlord and tenant agree to terminate the tenancy for the rental unit on <u>31/08/2023</u> (day/month/year)	
Name of Tenant:	Name of Landlord: Brian Cunha, University of Toronto Mississauga
Address of the Rental Unit: Schreiberwood Unit 3349 Mississauga Road Mississauga, Ontario L5L 1J7	

Important Information

1. The tenant must move out of the rental unit and remove all personal possessions on or before the date specified in this agreement. If the tenant moves out according to this agreement and does not remove all their possessions, the tenant will have given up all right to these possessions and the landlord will be allowed to dispose of them.
2. The landlord may apply to the Landlord and Tenant Board for an order to evict the tenant without further notice.
3. This agreement is void and the tenant does not have to move out if it was given to the landlord at the same time the tenant entered into the tenancy, or if the tenant had to sign it as a condition of the landlord granting the tenancy.

Exceptions: Agreements to terminate a tenancy can be entered into at the same time the tenant enters into the tenancy if:

- the tenant is a student living in accommodation provided by a post-secondary institution or by a landlord who has an agreement with a post-secondary institution to provide the accommodation, or
 - the tenant is occupying a rental unit in a care home for the purpose of receiving rehabilitative or therapeutic services, the period of occupancy agreed upon is not more than four years, and the tenancy agreement sets out that the tenant may be evicted when the objectives of the care services have been met or will not be met. (Note: this exception only applies where the housing is provided under an agreement between the landlord and a service manager under the *Social Housing Reform Act, 2000*.)
4. Both the landlord and the tenant should keep a copy of this agreement for their records.
 5. If you have any questions about the law related to terminating tenancies and how it applies to this agreement, you may contact the Landlord and Tenant Board at **416-645-8080** or toll-free at **1-888-332-3234**. Or, you may visit the Board's website at **www.LTB.gov.on.ca** for further information.



