

## **TENANT OBLIGATIONS: RULES AND CONDITIONS**

### **In Accordance with the Residential Tenancies Act**

THE PARTIES AGREE TO THE FOLLOWING:

1. **RULES AND REGULATIONS:** The Tenant will observe and comply with all of the terms and conditions of this Agreement and with such reasonable variations or modifications which may be added from time to time by way of notice from the Landlord, or its Agent, to the Tenant.
2. **AGENCY RELATIONSHIP DISCLOSURE:** The tenant acknowledges that the property manager is an agent of the landlord and therefore a fiduciary/principal relationship exists between the landlord and agent. However, the agent is still required to treat any tenant in accordance with the law and Residential Tenancies Act.
3. **ARREARS:** Late payments of rent, or non-sufficient fund cheques (NSF), are subject to a minimum service charge of \$60.00 each plus applicable GST. Failure to pay rent on the first day of each month, the Tenant agrees to pay \$10.00 plus \$2.00 for each day after the due date as per the Residential Tenancies Act part 5 section 23(a) due and payable to the Landlord or for which the Landlord may pay on behalf of the Tenant such as outstanding rent or repair and maintenance costs.
  - a) Should your rental payment be late 3 or more times within a 12-month period you will be considered "habitually late", in which the Landlord or Agent has the right to apply for an Order of Possession and terminate your lease agreement.
4. **SECURITY DEPOSIT:** The parties acknowledge that the Security Deposit will be an amount not in excess of one-half of the first month's rent, where the sum will be held by the Landlord or Agent for the Tenant as security against the breach of those parts of this Agreement pertaining to arrears of rent and the Tenant's responsibilities for cleanliness and damage. Under no circumstances will the security deposit be applied as part of the rent payable by the Tenant without prior written consent of the Landlord.
5. **INSPECTION:** An inspection of the Suite will be made by both parties, their agents, or their representatives. The condition of the suite will be recorded on the inspection form and signed by both persons present at the inspection. This inspection will be made prior to the commencement of the Tenancy or during and may be referred to in deciding the disposition of the Security Deposit at the termination of the Tenancy.



- a) **The Agent will provide notice to coordinate regular property inspections. Should you confirm your inspection and either miss your appointment or not provide a clear method of entry you will be charged a \$50 re-inspection fee.**
6. REMODELING/REDECORATING: You may not redecorate or remodel the rental unit without the written consent of the Landlord. If you redecorate the property without permission you will be responsible to return the nit to its original state, should the property not be restored to its original state you will be held financially responsible. You must return the property to its original colors and state within two weeks of our notice and are subject to a \$50 re-inspection fee.
7. COMPLIANCE WITH LAW: Such requirements as are, and/or may be enacted in law will be observed by all parties to this Agreement in respect of health, sanitation, fire, housing and safety. **ALL OCCUPANTS MUST COMPLY TO THE FOLLOWING DUTIES**:
- a) Duty to not disturb others in the residential complex or neighboring properties.
    - i. Three strike system: 1) Friendly reminder. 2) Formal letter of notice for violation. 3) Eviction & \$50 penalty.
  - b) Duty to not endanger or impair the safety of others in the residential complex or neighboring properties.
    - i. Same conditions apply for guests who are not listed as occupants within the unit on the lease agreement.
  - c) Duty to allow access into the property for the Agent, Landlord or their representatives (ex: general contractors, plumbers, electricians).
8. DAMAGES: The Tenant has an obligation to take care of the home. If there are damages, the Tenant must report them to the Agent or Landlord and must not attempt repairs on their own behalf. If repairs are needed and go unreported, you will be held financially responsible for any additional damages incurred from the unreported issue.
9. CLEANLINESS: The Tenant is responsible for the ordinary cleanliness of the Suite, the amenities and facilities provided for in this Agreement.
10. CARPETS AND DRAPES: The Tenant is required to leave both in clean condition, by having carpets professionally cleaned, at termination. **All light bulbs must be functional at termination, replacements will be charged back to the Tenant.**
11. HRV & FURNACE FILTERS: The Tenant is required to regularly replace/change their furnace filters every 2-3 months. If the Agent or Landlord authorizes a repair for the furnace/air conditioner and the HVAC technician states that the cause of



the repair is due to the failure of regular filter replacements, then **the Tenant will be held financially responsible for the invoice of repairs.**

12. LOCKS/DOOR HANDLES: Tenants are prohibited from tampering, altering or changing the locking mechanisms. Should the locking mechanisms be altered without notice or consent, the Landlord or Agent will change them immediately. The Tenant will be held financially responsible for the cost of replacement or for the cost of a locksmith and any of their necessary actions.
13. KEYS: If a tenant is locked out of their unit and requires access from the Agent or Landlord, they are subject to a \$50 surcharge. The default replacement cost of keys are as follows:
  - a) Unit keys: \$50.00
  - b) Lobby or building keys: \$100.00
14. USE OF PREMISES: The Tenant will use the premises and the Suite for residential purposes only and will not carry on, or permit to be carried on, any trade or business without the written consent of the Landlord.
15. NUISANCE & DISTURBANCES: The Tenant, his family and guests will take all reasonable precautions to avoid causing a nuisance or disturbance to other Tenants in the building or adjacent property.
16. COPY OF AGREEMENT: A fully executed copy of this Agreement will be delivered to the Tenant by the Landlord after acceptance by the Landlord or its Agent.
17. DURING THIS AGREEMENT: The Landlord has the right of access to the Tenant's Suite any time in the case of an emergency. Otherwise, the Landlord has the right of access to the Tenant's Suite as per the Act, part 54(1), 54(2) and 54(3):
  - a) to show the suite to prospective tenants at reasonable hours after notice to terminate this agreement has been given as per the Act;
  - b) after giving written notice to the Tenant of at least 24 hours before the time of entry which time will be specified on the notice, as per the Act.
18. WATERBEDS: Only waterbeds approved in writing by the Landlord will be allowed in the Suite. Under no circumstances will waterbeds without proper frames and safety liners be considered. Tenants using a waterbed must carry a minimum of \$100,000.00 "waterbed liability insurance" and provide evidence of this to the Landlord. No other LIQUID FILLED FURNITURE or APPLIANCES: may be installed or placed in the Suite by the Tenant without written consent of the Landlord.



19. **ASSIGN OR SUBLET:** The Tenant shall not assign or sublet the Suite without prior written consent of the Landlord. Such consent shall not be arbitrarily or unreasonably withheld by the Landlord. Any subletting of the Suite by the Tenant shall not release the Tenant from his covenants and obligations in this Agreement and the Tenant shall continue to be liable under this Agreement. A \$75.00 processing fee plus any advertising, signage and credit check costs plus GST, applicable to the sublet shall be payable by the Tenant to the Landlord.

20. **PETS: With respect to the enjoyment, quiet possession and health requirements of other occupants or guests of the building or premises, the Tenant shall not keep or allow to be kept:**

- a) **any cat or dog at any time unless specifically permitted in writing by the Landlord; and**
- b) **any other animal or pet, domestic or wild, fur bearing or otherwise, unless specifically permitted in writing by the Landlord.**

Where the Landlord has given permission in writing, the Tenant shall ensure that neither the pet(s) nor the animal(s) disturb the other occupants in the residential property, and further the Tenant shall ensure that no damage occur to the Suite, as a result of keeping the animals and pets. The parties agree this is a reasonable material condition of this Agreement. If any damage occurs of any nature whatsoever caused by the said pets or animals, the Tenant shall be liable for such damage and shall pay the Landlord sufficient monies to compensate the Landlord in respect of damage, expense, legal fees, or any other reasonable costs incurred by the said Landlord. Further, that if the Landlord gives notice to the Tenant to correct any breach, or if the Landlord revokes in writing his permission and the Tenant fails to comply, the Landlord has a right to terminate his Agreement as per section 6 of the Act 89(2) and 89(3) and make an appropriate claim against the Tenant for compensation. Having regard to the potential nuisance, noise factor and mess, the Tenant shall not encourage or feed wild birds at or near the residential property. **CARPET REPLACEMENT:** If damage is caused to carpet by pets, including urinating on the carpet or through to the underlay, the Tenant will be responsible for replacement of the carpet and/or the underlay which may amount to as much as \$2,000.00.

21. **UNLICENSED VEHICLES:** Any unlicensed vehicles may only be stored on the rental property with the Landlord's written permission. Failure to remove the unlicensed vehicle within 30 days will result in the Landlord removing the vehicle at the Tenant's expense.

22. **VEHICLE REPAIRS:** It is not permissible to do vehicle repairs or oil changes etc. on the parking lot.

23. **BARBEQUES:** Use of all barbeques is prohibited unless prior written consent is received by the Landlord.



24. LIABILITY: Unless the landlord is in breach of a lawful duty, the Tenant waives and releases him from any liability in connection with the use by Tenants or guests of the Suite or rental property, services, furnishings, equipment and facilities supplied by the Landlord, including injuries or damages caused by anything done or omitted from being done by any Tenants of the Landlord or by the Landlord or its agents, servants, workers or independent contractors. The Landlord shall exercise reasonable care and attention to prevent such injuries or damages.
25. TENANT INSURANCE: Tenants are advised to carry adequate insurance coverage regarding their own property and liability. **NOTE**: Building Insurance does not cover Tenants' personal property. Tenants should carry adequate liability insurance coverage to protect themselves from loss resulting from their own negligence, willful neglect, that of their guests or from unforeseen circumstances (ex: basement flooding, water pipe rupture).
26. ENUREMENT: Wherever throughout this Agreement there is any mention of, or reference to, the Landlord or the Tenant, that mention or reference shall be deemed to extend to and include the heirs, executors, administrators, successors and assigns of the Landlord and the Tenant, as the case may be; and if the Landlord or Tenant shall be male, female, gender fluid, non-binary or a corporation, or if there be more than one Landlord or Tenant, the provisions herein shall be read with all grammatical changes necessary and as well in such a case, the covenants provided herein shall be joint as well as several.
27. OCCUPANTS OF RENTAL UNIT: Should there be any other person or persons occupying the rental suite other than those whose names appear on the lease, the lease shall increase by \$100.00 per person per month to offset the additional utilities costs, the wear and tear on the units, the appliances, the electrical and mechanical systems, and parking.
28. SMOKING: Smoking is prohibited on the premises. All related smoke damage in the premises shall be the responsibility of the tenant.
- a) No smoking marijuana or growing marijuana plants on the premises
  - b) No smoking tobacco
  - c) No vaping
29. MAINTENANCE REQUESTS: All maintenance requests must be submitted by phone or text to the Agents maintenance line: **(431) 478-1065**.
30. MOVE OUT: **All tenants are required to be completely moved out by 5:00PM on the lease expiry date.** Violation of this clause will result in the Security Deposit being withheld.



## **SIGNATURES**

I HAVE READ THE ABOVE TENANT OBLIGATIONS (RULES AND CONDITIONS) AND UNDERSTAND, CONSENT AND WILL ADHERE TO MY/OUR RESPONSIBILITIES AS OUTLINED.

Do not sign this agreement if you do not understand and agree to everything in it.

\_\_\_\_\_

Date

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Print name of landlord

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Signature of landlord

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Date

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Print name of tenant

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Print name of property  
manager

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Signature of property manager

