

Schedule "C"

RENT

1. The Tenant shall pay each rental payment on the day that it is due without any deduction or abatement whatsoever.
2. The Tenant agrees to provide the Landlord with twelve (12) post dated cheques upon acceptance of the Lease Agreement, one cheque for each month of the tenancy.
3. If any Rent is paid by anyone other than the Tenant named in this Lease, it shall be deemed to have been made on behalf of the Tenant and will not constitute the creation of a Landlord and Tenant relationship between the Landlord and that person.

DEPOSITS

4. A deposit equal to two month's rent is due at the time of acceptance of this Lease by the Landlord, to be applied to the first and last month's rent due under this Lease
5. The Tenant shall be required, annually on demand, to increase the amount of deposit for last month's rent, by an amount sufficient to increase the deposit to the amount of the rent currently charged. It is agreed that the Landlord may deduct from any interest on the last month's rent payable to the Tenant annually, the amount required to increase the rent deposit as set out above.

LANDLORD RESPONSIBILITIES

6. Landlord is responsible to pay all municipal taxes and condominium fees.

PAYMENTS

7. It is understood that any payment made by the Tenant to the Landlord will be applied against the Tenant's account in a manner at the sole discretion of the Landlord, even when specifically identified by the Tenant as "Rent", and will generally be applied to the oldest outstanding debt, whether the debt is rent, service charges or fees, Court costs, NSF fees, unpaid utilities or damages that the Tenant may be responsible for, or any other monies owing to the Landlord which the Landlord is entitled to collect.

POSSESSION

8. The Tenant is required to deliver the rent and key deposit by way of certified cheque or bank draft to the Real Estate Brokerage within 24 hours of the acceptance of this Agreement and receiving a receipt from the Real Estate Brokerage before possession of the premises is given.

KEYS / FOBS

9. The following items are provided by the Landlord to the Tenant and will be returned to the Landlord upon termination of the Lease agreement.
 - _____ Condominium garage door opener (\$100 each)
 - _____ key to the Locker room (\$25 each)
 - _____ keys to the Leased Premises (\$50 each)
 - _____ access FOB (\$50 each)
 - _____ mailbox key (\$25 each)
 - _____ storage locker lock & key (\$25)

10. The Tenant acknowledges and agrees the above items were received by them upon commencement of the Lease.
11. The Tenant will deliver a cheque to the Landlord for the Key/FOB deposit in an amount based on what was provided by the Landlord as itemized above. The Key/FOB deposit will be returned in full or in part to the Tenant depending on if all or some of the items were returned to the Landlord in good working order. The cost of each item is shown and will be used to calculate any credit or deduction from the Key/FOD deposit.
12. The Tenant agrees that during the term of this Lease if any items received by the Tenant as listed above are lost or damaged, they will notify the Landlord immediately.
13. In the event a key to the Leased Premises is lost, the Tenant will pay the Landlord three hundred and fifty dollars (\$350.00) to re-key or replace the lock to the Leased Premises.

EXISTING CONDITION

14. The Tenant hereby accepts the Leased Premises in their present condition and acknowledges that as of the date of this lease, they are in a first class condition and state of repair and habitation and that the Landlord is not required to perform any work of any kind in the Leased Premises, including any painting or decorating.

TERMINATION

15. The Tenant agrees to give the Landlord sixty (60) days written notice of termination, prior to the end of the Lease term.
16. Upon the Landlord receiving written notice of termination from the Tenant, the Tenant agrees to permit the Leased Premises to be shown to any prospective Buyer or Tenant by the Landlord or any licensed Realtor upon receipt of not less than two (2) hours notice, provided that such showings shall be conducted between the hours of 11:00 am and 8:00 pm on any day of the week.
17. The Tenant will leave the Leased Premises, locker and parking space in a broom swept condition at the end of the Lease.
18. The Tenant agrees that upon termination of the tenancy, to deliver possession of the Leased Premises to the Landlord or his authorized agent and further to surrender all keys or cards related to the Leased Premises, entrance doors, electronic garage door openers and any other device to the Leased Premises or the building in which the Leased Premises forms a part.
19. Failure to pay the first month's rent as agreed or to take possession of the Leased Premises will amount to a fundamental breach of this Lease Agreement, and at the Landlord's sole option and discretion, the tenancy agreement will be null and void and the funds on deposit shall be applied to any unpaid rent owing to the Landlord. It is further understood that if that were to occur, the Landlord has the right under law to commence an action for any further damages in a Court of competent jurisdiction, to compensate the Landlord for its costs in advertising and re-renting the Leased Premises and for any loss of income during the time the Leased Premises remains empty prior to the commencement of a replacement tenancy.
20. Upon the death of a sole Tenant, this Tenancy agreement or any renewal thereof shall terminate 30 days after the death of the sole Tenant. If there is more than one Tenant and one of the Tenants dies, then the tenancy shall be terminated with respect to the estate of the deceased Tenant 30 days after the death of the Tenant, and the tenancy agreement shall continue in the name of the surviving Tenant only.

21. Tenant agrees to paint the interior walls and ceilings in the same colour as they presently appear with like quality paint in a good and workmanlike manner, at his own expense, immediately prior to his vacating the Leased Premises, if, in the reasonable opinion of the Landlord, such painting is required.

EXTENSION

22. Tenant, if not in default, shall have the option by giving written notice to the Landlord at least sixty (60) days prior to the end of the Lease term, to renew the Lease for a further one (1) year Lease term under the same terms, except the rent amount, which may remain the same or be increased by the then current allowed rent increase. If the Tenant does not accept the rent amount for the renewal, the Lease will end on the original termination date.

USE

23. The Tenant agrees that the Leased Premises will only be used and lived in by the people listed below. Except for casual guests, no other persons shall occupy the Leased Premises without written consent of the Landlord.
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24. The Tenant agrees to use the Leased Premises as a residential dwelling and for no other purpose whatsoever. The Tenant agrees not to use the Leased Premises for any illegal purpose.
25. The Tenant agrees not to conduct or permit any act or activities on or about the Leased Premises for which consideration would normally be payable, including but not limited to activities such as the operation of babysitting or child care services, or the operation of any other business.
26. The Tenant shall refrain from doing anything or allowing their guests or agents to do anything in the Leased Premises which would result in the Landlord failing to comply with any municipal or other regulatory bodies including without limitation, the Property Standards, Health or Fire Departments.
27. Tenants must observe strict care not to allow any window or door leading to the outside to remain open so as to admit rain or snow or otherwise interfere with the heating of the Leased Premises.
28. Water shall not be left running unless in actual use.
29. Nothing shall be thrown out of the windows or doors or balconies by the Tenant or any occupant of the Leased Premises or their guests.
30. The Tenant agrees not to sublet the Leased Premises.

No Air BNB

31. The Tenant agrees not to sublet or license the premises or any part thereof or list or advertise or use all or any part of the premises for any short term or hotel, boarding, lodging house, time-sharing, commercial or travel website, including but not limited to Air BNB, during the entire term of this tenancy.

PETS

32. No pets are allowed, unless allowed under the Condominium Corporation Bylaws.
33. The Tenant shall be responsible for any damage caused to the Leased Premises by the pet, and shall reimburse the Landlord for the cost of any repairs resulting from the damage. The Tenant agrees to clean up after the pet so that there is no pet hair, urine or feces remaining or visible anywhere in or on the Leased Premises and the building or common areas where the Leased Premises forms a part. The Tenant shall keep the pet on a leash while the pet is in the common area of the building in which the Leased Premises forms a part.

SMOKING

34. Due to the known health risks of exposure to second-hand smoke and the damages that may be caused by growing marijuana or cannabis plants, increased risk of fire and increased maintenance costs;
- a. No Tenant, resident, guest, invitee or visitor shall smoke a Marijuana or other tobacco cigarettes, cigars, electronic cigarette or any similar product whose use generates smoke or vapors within the building and the Leased Premises. This prohibition includes all residential units within the building, all balconies and patios, enclosed common areas, as well as outside within 9 meters of doorways, operable windows and air intakes.
 - b. "Smoking" shall include inhaling, exhaling, burning or carrying of any tobacco or electronic cigarette or similar product whose use generates smoke or vapor.
 - c. No Tenant shall grow any Marijuana, Cannabis or similar plant in any part of the Leased Premises.

FIXTURES / CHATTELS

35. Tenant shall have full use of the following fixtures which are owned by the Landlord, that are all in good working order: refrigerator; stove; built in microwave; built in dishwasher; clothes washer; clothes dryer.
36. The Tenant is responsible for all repairs that will cost less than fifty dollars (\$50), including appliances, plumbing, heating, light bulbs, electrical, etc..
37. The Tenant may not bring into the Leased Premises any appliances without the Landlord's express written permission, and shall not use any electrical or gas appliances in the Leased Premises other than those provided by the Landlord. The types of appliances that may not be used include but are not limited to air conditioning units, hot plates, laundry machines, including both washers and dryers, fridges and dishwashers.
38. No Tenant shall use any air conditioners and other similar appliances without first obtaining the written consent of the Landlord and paying to the Landlord the required additional charge or compensation for additional hydro as permitted under the Act, in an amount of \$50 per month as additional rent for the months of May through September, in each year. These amounts shall be considered Rent and shall be paid as part of the monthly Rent when due.
39. The Tenant shall not operate a washer or dryer from the Leased Premises without the Landlord's express written consent and shall only use the washing machine or dryer provided by the Landlord for the Leased Premises for their own use and the use of those occupying the unit, and not for any other purpose.

40. The Tenant shall not bring into the Leased Premises any article or fixture such as a waterbed, freezer, washer or dryer that by reason of its weight or size might damage or endanger the structure of the building in which the Leased Premises are located.

GARBAGE

41. The Tenant shall properly dispose of garbage in accordance with the rules set out by Municipal or Provincial authorities as may now exist and which may change from time to time, including any waste diversion, reduction or recycling programs. The Tenant agrees to place their garbage in the appropriate place for pickup, at the appropriate times, depending on the collection schedule.

DOORS / LOCKS

42. The Tenant agrees to any alteration made in the locking system or to any change of locks in the building in which the Leased Premises are located, provided that the Landlord gives the Tenant replacement keys. The Tenant shall not alter the locking system on a door giving entry to the Leased Premises, or allow the locking system to be altered during the Tenants occupancy without prior written consent of the Landlord.

ALTERATIONS

43. The Tenant shall not make any alterations to, remodel or redecorate the Leased Premises without the Landlord's prior written consent and shall upon termination of the tenancy, remove any alterations and decorating and restore the Leased Premises to the same condition as it was on the date of commencement of this Lease Agreement, reasonable wear and tear excepted. This includes but is not limited to painting, wallpapering or installing flooring of any kind in the Leased Premises and not affixing, hooks, screws or nails into the walls or woodwork of the Leased Premises.
44. The Tenant agrees not to use the balcony for the hanging or drying of clothes, nor for the purpose of barbecuing. In addition, the Tenant will keep the balcony in a condition free of all furniture, goods and other effects. The Tenant shall maintain the patio or balcony area forming part of the Leased Premises in a neat and tidy condition at all times to the satisfaction of the Landlord and in no case shall the Tenant install or place carpeting of any kind on the balcony. The Tenant further agrees that no awnings, shades, flowers, containers, TV or satellite aerials, antennae or dishes or any other extensions or obstructions shall be erected over the outside windows, doors, roof or balconies without the written consent of the Landlord.
45. The Tenant shall give the Landlord prompt notice of any damage, defects or accidents related to the premises being leased, such as electrical, water or water pipes and fixtures, gas pipes and fixtures, heating equipment, tub surrounds, plugged toilets or sink drains or anything else relating to the leased premises.
46. The Tenant shall not remove any devices on the windows in the Leased Premises designed to restrict the opening beyond 4 inches or as may be prescribed by any lawful authority.
47. The Tenant shall not affix any signs or advertising to any portion of the Leased Premises, if it can be seen from outside their rental unit.
48. The Tenant is responsible for all damages to the Leased Premises caused by the Tenant occupants or their guests and all required repairs will be at the Tenants expense.

QUIET ENJOYMENT

49. The Tenant acknowledges that at the time of commencement of the tenancy, the rental complex will require from time to time, work, restoration, renovation or other major projects may be undertaken that may create disruption and could interfere with the Tenant's enjoyment of the Leased Premises. The Tenant further acknowledges that the Rent paid takes into account any of the above mentioned work, disruption and/or interference occurring during the period of their occupancy of the rental unit.
50. No noise caused by an instrument or other device which in the opinion of the Landlord may be calculated to disturb the comfort of the other Tenants or the Landlord shall be permitted by the Tenant in the Leased Premises; nor shall any noise whatsoever be repeated or persisted in after request to discontinue the same is made by the Landlord or their agent. All musical instruments, including but not limited to pianos, radios, organs, violins and guitars shall not be permitted by the Tenant to be used in the Leased Premises after 9 pm.

CONDOMINIUM RULES (IF APPLICABLE)

51. The Tenant agrees to observe and comply with all of the Condominium Corporation Rules, with such variations, modifications and additions as shall be made from time to time upon notice to the Tenant by the Landlord. The Tenant acknowledges that failure to comply with these rules will be grounds for an application by the Landlord to the Landlord and Tenant Board for termination of the tenancy based on interference with the Landlord's lawful right, interest and privilege.
52. The Tenant agrees to obtain at his own expense a complete set of the current Declaration, Rules and By-laws of the Condominium Corporation within fifteen (15) days of commencement of the Lease term. The Tenant acknowledges that they will abide by any Declaration, Rules or By-laws that the Condominium Corporation currently has in force, or may at some point in the future have in force during the term of occupancy of the Leased Premises. The Tenant further acknowledges that they have read the Declaration, Rules and By-laws of the Condominium Corporation and that failure to comply with same will be deemed to be substantial interference with the Landlord's right, interest and privilege as set out under the Act.
53. The Tenant agrees to immediately deliver to the Landlord originals or copies of any and all notices relating to the Condominium Corporation, the Board, alterations or renovations of common elements and/or any changes of the Condominium Corporation.

PARKING

54. DESCRIPTION:
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55. License Plate Number(s)
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56. The Tenant agrees that vehicles shall be parked only in such spaces which the Landlord may designate from time to time, and the Landlord shall have the right to reassign such parking spaces from time to time as the Landlord, in its sole discretion, may determine. The Tenant shall furnish the Landlord with such information as it may require to identify the Tenant's vehicle and the Tenant shall affix to the vehicle such identification as may be required by the Landlord. The Landlord shall have no obligation to provide parking for more than the number of vehicles specified above.

57. The Tenant shall not allow other persons to park their vehicles in their designated parking space who are not either guests or occupants of the Leased Premises and the Tenant shall not rent their spot out to other tenants or non-tenants.
58. The Tenant shall not park in his or her designated space any vehicle that has been abandoned or is inoperable or does not bear any valid license permit, and shall not park or store any commercial vehicles, recreational vehicles, trailers, boat or other object in the parking space. In the event that the Tenant breaches these provisions respecting parking or storing of vehicles or other items, the Landlord may, at its sole discretion, remove the vehicle or item at the Tenant's sole risk and expense, and the Tenant shall reimburse the Landlord for any expense which it may incur in removing, storing or disposing of any item from the Tenant's designated parking space.
59. The Tenant agrees that there shall be no repairs, washing or maintenance of any vehicle carried out at the Leased Premises.

LOCKER

60. DESCRIPTION:

61. The Tenant has full use of the locker and will provide his own lock which the Tenant will remove at the end of the Lease. If the lock has not been removed, it will be removed by the Landlord at the Tenants expense.

FIRE SAFETY EQUIPMENT

62. The Tenant acknowledges that the equipment required by law with respect to smoke or fire detection or carbon monoxide detecting devices were installed in the Leased Premises upon the commencement of the tenancy and all such devices are in working order. The Tenant or their guests shall not tamper with, adjust or in any way alter the detection equipment supplied by the Landlord including, but not limited to, the removal of batteries or disconnection of electric wires by the Tenant or an occupant of the Leased Premises.
63. The Tenant shall notify the Landlord in writing immediately of any malfunction of any smoke or fire detector or carbon monoxide detecting device and the Landlord shall service same subject to clause 45 and 46 as follow.
64. The Landlord shall provide sufficient batteries for each smoke or fire detector or carbon monoxide detecting device at the time the Tenant first occupies the Leased Premises, and thereafter the Tenant shall replace the batteries as needed.
65. The Landlord shall not be responsible for servicing if a malfunction is due to the Tenant's tampering, alteration or adjusting of the detector, and if a malfunction is so caused, the Tenant shall reimburse the landlord for any expenses incurred by the Landlord to replace or repair the detector or related equipment.

INSURANCE

66. The Tenant shall be responsible throughout the tenancy for providing property damage and contents insurance for the contents of the Leased Premises, and such insurance shall be for an amount at least equal to the full anticipated insurable loss calculated on a full replacement cost basis without deduction or offset for depreciation and which excludes the exercise of any claim by the insurer, whether by subrogation or otherwise, against the Landlord and against those for whom the Landlord is in law responsible. The Landlord shall not be held responsible for any damages that arises to the contents or belongings of the Tenant, no matter how caused.

67. The Tenant shall also maintain comprehensive general liability insurance including Tenant's legal liability at his expense, for an amount not less than \$1,000,000 per occurrence, and will provide the Landlord with a copy of the insurance policy within 15 days of commencement of the Lease; failing receipt of which the Landlord shall have the right to place said insurance in amounts he considers appropriate and the Tenant shall pay the premium for the insurance forthwith upon demand.
68. The Tenant shall not do anything, or permit any activity to be carried on within the Leased Premises, that would in any way create a risk of fire or have the effect of increasing the premiums for any of the Landlord's policies of insurance upon the Leased Premises or which would cause the cancellation or threatened cancellation of any such insurance.
69. The Tenant agrees to obtain and keep in full force and effect during the entire period of the tenancy and any renewal thereof, at the Tenant's sole cost and expense, fire and property damage and public liability insurance in an amount equal to that which a reasonably prudent Tenant would consider adequate. The Tenant agrees to provide the Landlord, upon demand at any time, proof that said insurance is in full force and effect and to notify the Landlord in writing in the event that such insurance is cancelled or otherwise terminated.
70. The Tenant shall indemnify and save the Landlord harmless against any and all claims, actions, damages, losses, liabilities, costs and expenses in connection with the loss of life, personal injury or damage to property arising from or out of the occupancy or use by the Tenant or any other occupant of the Leased Premises or occasioned wholly or in part by any act or omission of the Tenants, its invitees, licensees or anyone permitted or authorized by the Tenants to be on the Leased Premises or arising out of any breach or non-performance by the Tenant of any provision of this Lease.

GUARANTEE / OBLIGATIONS

71. If there is more than one Tenant, then each Tenant accepts the joint and several responsibility for all obligations under this Lease Agreement. This means that each Tenant is fully responsible for all of the obligations under this Lease, including the full payment of the Rent owing each month. Should an individual Tenant vacate the Premises before the end of the Term, his/her obligations remain.
72. In consideration of the execution and delivery of this Tenancy Agreement by the Landlord, the Guarantor, if one exists and has executed this Agreement as Guarantor, as principle debtor, agrees to guarantee and save harmless the Landlord all obligations of the Tenant under this lease agreement. The Guarantor further agrees that liability under this Guarantee shall continue until such time as the Tenancy Agreement is terminated and the Guarantor continues to be liable and bound by this Guarantee during any renewals and extensions, whether in contract or otherwise, of the term of this tenancy agreement.

LANDLORD ENTRY

73. The Tenant hereby consents to the Landlord or its agents to photograph the Leased Premises during periodic inspections, for the purpose of documenting the condition of the Leased Premises, after having given notice of entry in accordance with the Act.
74. The Landlord may enter the Leased Premises in accordance with written notice given to the Tenant at least 24 hours before the time of entry, said notice specifying the reason for entry, the day of entry and a time of entry between the hours of 8:00 am and 8:00 pm under the following circumstances:
- a. To carry out work in the Leased Premises;
 - b. To allow a potential mortgagee or insurer of the Leased Premises to view the Leased Premises;
 - c. To allow a potential purchaser to view the Leased Premises;

- d. If the Leased Premises is listed for sale, to conduct an Open House at the Leased Premises, provided that the Open House time period shall not exceed 2 hours;
- e. To permit measurements and photographs to be taken for the purpose of marketing the Leased Premises for sale on any MLS® system.
- f. To permit any inspection required to satisfy any requirement under subsection 9(4) of the Condominium Act; and
- g. For periodic maintenance inspections and for a condition inspection prior to the termination of the tenancy after the Tenant has given notice of their intention to terminate the tenancy.

GENERAL PROVISIONS

- 75. No amendment, waiver, renewal of any part of this lease shall be effective unless it is in writing, signed by the Tenant and the Landlord or the Landlord's authorized agent.
- 76. If any provision of this lease is or becomes invalid, void, illegal or unenforceable, it shall be considered to be separate and severable from the remaining portion of the lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provision had not been included.
- 77. This agreement shall be binding upon and shall enure to the benefit of the parties hereto, their heirs, successors, assigns and personal representatives.
- 78. If the Landlord is unable to fulfill or be delayed in fulfilling any obligation under this agreement as a result of a strike, fire or explosion, flood, wind, water, earthquake, acts of God or any other reason beyond its control, then the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to any compensation for any damage, nuisance, inconvenience or discomfort caused.

USE AND DISTRIBUTION OF PERSONAL INFORMATION:

- 79. The Tenant gives permission to the Landlord or its agents to obtain at any time a consumer/credit report containing credit and personal information with respect to the Tenant, to contact agencies that provide Landlord information, and to take any other reasonable steps necessary with respect to a Lease Application, renewal or extension.
- 80. The Tenant consents to the Landlord providing information about the Tenant contained in any Rental application to any buyer, mortgagee or insurer of the Leased Premises.
- 81. The Tenant consents to the collection, use and disclosure of the Tenant's personal information by the Landlord and/or agent of the Landlord, from time to time, for the purpose of determining the creditworthiness of the Tenant for the leasing, selling or financing of the premises or the real property, or making such other use of the personal information as the Landlord and/or agent of the Landlord deems appropriate.

CONFLICT OR DISCREPANCY

- 82. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

NOTICES / COMMUNICATION

83. The Tenant shall provide the Landlord with cellular, home and business telephone numbers and will update the Landlord whenever any changes to these numbers are made.

84. Any notices to the Landlord will be delivered to _____

85. If any mail, packages or correspondence is received at the leased property addressed to the Landlord, the Tenant will immediately notify the Landlord to arrange for pickup of the item(s).

86. Any notices to the Landlord are to be delivered to (Landlord Address) : _____ or by
email (Landlord email):_____.