

## SCHEDULE "B"

### RULES OF OCCUPANCY, MAINTENANCE AND TENANT'S OBLIGATIONS UNDER THE LEASE

#### *Rules of Exterior Areas and Other Parts of the Landlord's Building*

1. The tenant shall not damage, disturb, move, or remove any landscaping or gardening works done by the Landlord, nor plant anything on the Landlord's property without first obtaining the Landlord's consent in writing.
2. The Tenant shall only use such parking space as may be assigned from time to time by the Landlord and shall use it solely at the risk of the Tenant and shall use it solely for the parking of a motor vehicle and it shall not be used for storage of any trailer, mobile home, camper, boat or boat trailer, nor for the washing or repair of a motor vehicle.
3. The assigned parking space is for the sole use of vehicles registered in the Tenant's name and guest parking is only permitted in designated guest parking areas when available.
4. The Tenant shall not install any radio antenna, television aerial, clothes line, awning or any other fixture to the outside of the Landlord's building without first obtaining the Landlord's written consent.
5. The Tenant shall not place anything on any windowsill, roof, balcony, railing or other projection of the Landlord's building without the Landlord's written consent.
6. The Tenant shall not hang laundry or any other things from any balcony of the Landlord's building or use it for storage other than appropriate outside furniture.
7. No cleaning utensils, bedding, floor mats or carpet shall be shaken from any window or balcony of the Landlord's building.
8. The Tenant shall pack all refuse in plastic bags and shall deposit them for pickup at such location as the Landlord may designate from time to time.

#### *Use of the Landlord's Building and Common Areas*

9. No sidewalks, hall, entry or stairway of the Landlord's building shall be obstructed or used by the Tenant for any purpose other than ingress or egress to or from the Tenant's apartment.
10. The Tenant shall not place any outer footwear, article of clothing, umbrella, floor mat, bicycle, baby carriage, toy or other thing in a hallway, corridor, or outside areas of the Landlord's building.
11. Any article of any nature or kind left in the hallway, corridor, or outside areas of the Landlord's building shall be deemed to be abandoned and may be removed there from by the Landlord.
12. The Tenant shall not cover or obstruct any skylight or window which admits light into any hallway or corridor of the Landlord's building or place any sign, advertisement, or notice on any part of the Landlord's building without first obtaining the Landlord's consent in writing.

#### *Use of Tenant's Apartment*

13. The Tenant shall not place any additional lock or replace any lock on any door to the Tenant's apartment without first obtaining the Landlord's written consent.
14. The Tenant shall keep whole all glass, locks, trimmings in or upon the doors and windows of the Tenant's apartment and whenever any part thereof shall be damaged by the Tenant or any member of the Tenant's family or by any guest of the Tenant, the Tenant shall repair same immediately to the state of its former state of repair.

Initials: \_\_\_\_\_

15. The Tenant shall not allow windows to remain open in such a way as to allow snow or rain to enter the Tenant's apartment and shall be liable for any damages thereof for failure to observe care in keeping windows properly secured as required from time to time by weather conditions.
16. The Tenant shall not overload the floors of the Tenant's apartment or install a waterbed without prior written consent of the Landlord.
17. The Tenant shall not move furniture or any other items over any floor, corridor, hall, stairs or landing, in such a way as to damage or mark same and shall effect immediate repairs in the event of causing such damage.
18. The Tenant shall not allow water to run in the Tenant's apartment unless it is being used or leave windows open during heating season for protracted periods of time, which would cause unreasonable loss of heat.
19. The Tenant shall only use water closets, sinks, and other such plumbing facilities as are located in the Tenant's apartment for the purpose for which they were constructed and shall not deposit any sweeping, garbage, rags, ashes or other substances therein. The Tenant shall immediately report to the landlord any malfunction of any plumbing fixture located at the Tenant's apartment. The Tenant shall be responsible for plunging any plumbing fixture as may be required from time to time.
20. The tenant shall not install any spikes, hooks, nails, screws, tape, or adhesive wall hanging devices in the walls, woodwork, ceiling, or floors of the Tenant's apartment.
21. The Tenant shall not hang any drape, curtain, or other window coverings in such a way as to block or interfere with the heating system located in the Tenant's apartment. The tenant shall not hang any sheet, blanket, flag, or cardboard as a drape or curtain over any window in the Tenant's apartment.
22. The Tenant shall exercise care when using laundry machines provided by the Landlord and shall clean same after each use. The Tenant shall use any such laundry machines solely at the Tenant's own risk.
23. The Tenant shall not install any additional electrical fixture, washing machine, dryer, dishwasher or equipment at the Tenant's apartment in addition to such fixtures and equipment as are provided thereat by the Landlord without first obtaining the Landlord's consent in writing.
24. The Tenant shall not tamper with any heating duct, radiator, or thermostat located at the Tenant's apartment and shall promptly notify the Landlord of any malfunction of same.
25. The Tenant shall not conduct any sale, auction, or any business from the apartment.
26. The Tenant shall not paint, paper, or decorate any part of the Tenant's apartment without first obtaining the Landlord's consent in writing.
27. The Tenant shall keep the floors and carpets in the Tenant's apartment clean at all times and shall be responsible for professionally steam cleaning the carpets before vacating.
28. The Tenant shall clean all sinks and bathroom fixtures regularly and immediately advise the Landlord of any malfunction thereof.
29. The Tenant shall clean all appliances and fixtures provided by the Landlord, cleaning stoves and defrosting the refrigerator at least every three months and shall immediately advise the Landlord of any malfunction of same.
30. The Tenant shall clean the inside of windows and frames thereof in the Tenant's apartment at least once each year and shall clean same before vacating.
31. The Tenant shall clean the Tenant's apartment thoroughly before vacating same and shall remove all articles of personal property and any items of garbage or abandoned property shall be deposited by the Tenant as such locations as may be assigned by the Landlord for refuse pickup.

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### ***Conduct of the Tenant***

32. The Tenant shall not take any boarder or roomer in the Tenant's apartment without the written consent of the Landlord.
33. The Tenant shall not keep any dog, cat, bird, rabbit, or animal of any kind whatsoever in the Tenant's apartment or any part of the Landlord's building without first obtaining the Landlord's consent in writing.
34. The Tenant shall insure all personal property kept at the Tenant's apartment or any part of the Landlord's building and all such property shall be at the Tenant's risk while located in the Tenant's apartment or in the Landlord's building.
35. No article of any kind shall be thrown in or from any part of the Tenant's apartment or the Landlord's building.
36. Neither the Tenant, nor any member of the Tenant's family, nor any of the Tenant's guests, visitors, or servants shall make any noise, which would unreasonably disturb any other Tenant in the Landlord's building or that of any Tenant in any surrounding area buildings or residences.
37. The Tenant shall not complain to any other tenant of the Landlord but shall make any complaints relating to the conduct of tenant directly to the Landlord in writing.
38. The Tenant shall not keep any coal, gasoline, natural gas, propane, butane, oil, any other fuel, chemicals or other noxious or offensive smelling materials inside of the Tenant's apartment.
39. The Tenant shall not do or permit anything to be done at the Tenant's apartment which would in any way cause or increase a risk of fire or which would in any way void or cause to be voided the Landlord's Insurance on the Landlord's building.
40. The Tenant shall use such storage space as may be assigned to the Tenant from time to time solely at the Tenant's risk.
41. The Tenant shall not use any electrical appliance or power tool at the Tenant's apartment which would interfere with the reception of any stereo, radio, or television receiver set owned by any other Tenant at the Landlord's building and shall immediately cease use of any such electrical appliance or power tool upon being advised of such interference.
42. In the event of any unusual, contagious or infections disease developing in any occupant of the Tenant's apartment, the Tenant shall bear the expense of removing such occupant to a hospital for treatment and shall not keep such occupant at the Tenant's apartment and will be responsible for any necessary fumigation.

### ***WAIVER OF RULES OF OCCUPANCY***

43. The Tenant expressly agrees to abide by the forgoing Rules of Occupancy and agrees that no ascent, consent or waiver of same shall be deemed to have been made unless the same shall be made in writing by the Landlord and delivered to the Tenant to form part of this Lease.

### ***FUTURE RULES OF OCCUPANCY***

44. The Landlord shall have the right to make such further Rules of Occupancy as the Landlord deems necessary, in the sole exercise of its discretion for the proper safety, care and cleanliness of the Landlord's building, common areas, or the Tenant's apartment and for the preservation of order therein and the Tenant shall abide by such Rules of Occupancy upon same being delivered in writing to the Tenant.
45. The Tenant agrees that the Tenant has inspected the Tenant's apartment and found it to be in a good state of repair, fit for habitation as a residence and satisfactory to him/her/them in every respect and agrees that all damages and unsatisfactory items are noted on Schedule "C". An omission to note such items is sufficient evidence that no items were damaged at the beginning of the tenancy and that the Tenant is to pay damaged items either during or at the end of the tenancy.

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46. The Tenant agrees that the Tenant's apartment shall be used solely as a private residence by those persons named as parties hereto and there is a total of \_\_\_\_\_ adults and \_\_\_\_\_ children and that no other person or persons shall be permitted to occupy the Tenant's apartment either on a temporary or permanent basis without the Landlord's written consent.
47. The tenant acknowledges that he/she/they have received from the Landlord, at no cost to the Tenant, a duplicate copy of the Lease at the execution.
48. The Tenant agrees to pay the Landlord as liquidated damages the sum equal to one percent (1%) of one month rent for each month or part in the event that the rent is not paid promptly as hereinafter provided.
49. The Tenant agrees to reimburse the Landlord, in addition to the aforesaid liquidated damages, any expense or service charges sustained by the Landlord as a result of the of the return to the Landlord, for any reason whatsoever, of any unpaid cheques of the Tenant.

### ***Tenant's Obligation to Pay Rent and Landlord's Right to Rental Increases***

50. The Tenant agrees to pay the rent as a foreseen by issuing a series of post dated cheques at the beginning of the term created herein.
51. Rent for the apartment may be increased in accordance with the Residential Tenancies Act and the Rent Review Act during the term of this lease with four (4) months written notice to the tenant, but not more frequently than once in a twelve month period notwithstanding that the Tenant may be in occupancy for a period shorter than twelve (12) months.

### ***Payment for Services Provided by Third Parties Servicing the Landlord's Building***

52. The Tenant agrees to pay for charges for electrical power, charges for telephone service, charges for cable television hook-up and any service charges, which may be assigned to the Tenant at the Tenant's apartment during the Lease term.
53. The Tenant agrees to make all arrangement to have electric, telephone, and cable television services to be provided at the Tenant's apartment and metered at the Tenant's expense.

### ***Landlord's Right to Entry During Lease Term***

54. The Tenant agrees and consents, within the meaning of Statutory Condition 7a of the Residential Tenancies Act, during the last month of the hereinafter expressed to permit the Landlord, its Servants or Agents and any prospective tenant or purchasers to enter the Tenant's apartment to other prospective tenants or purchasers.
55. The Tenant agrees and consents, within the meaning of Statutory Condition 7b of the Residential Tenancies Act, during the last month its servant or agents to enter the Tenant's apartment upon being given forty-eight (48) hours written notice posted inside the door to the Tenant's apartment during the term hereinafter expressed for the purpose of fumigating the Tenant's apartment from time to time and the Landlord shall not be held to the Tenant for any abatement of rent during any such time when fumigation is being affected by reason of the Tenant's temporary exclusion of the Tenant's apartment.

### ***Terms of Forfeiture and Re-Entry***

56. The Tenant agrees that at the option of the Landlord this Lease may be rescinded upon the occurrence of any of the following events and the relationship of Landlord and Tenant created hereby may be terminated and any remaining term hereunder which is unexpired at the time of rescission shall be forfeit to the Tenant:
  - 56.1. The Tenant's failure to pay rent promptly.
  - 56.2. The Tenant's failure to comply with the terms of the Lease and its schedules appended hereto.

Initials: \_\_\_\_\_

- 56.3. The Tenant's insolvency.
- 56.4. The Tenant's abandonment of the Tenant's apartment or removal of the tenant's personal effects and furnishings there from without prior notice to the Landlord.
- 56.5. The occupancy of the Tenant's apartment by any party or person who is not a party to this Lease or Authorized hereby to occupy the Tenant's apartment.
- 56.6. The Tenant's comporting himself/herself/themselves in such a manner as to cause complaints of nuisance, disturbance or dangerous, destructive or unlawful activity to be made to the Landlord by any lawful authority or by other tenants at the Landlord's building.
- 56.7. The wilful or negligent destruction or damage, of any fixture, appliance or thing of any nature or kind whatsoever in or of the Landlord's building or the Tenant's apartment by the Tenant, any member of the Tenant's family, or any guest, express or implied servant, agent, or employee of the Tenant.
57. The Tenant agrees to immediately notify the Landlord in the quickest and most effective way, of any damages or imminent threat of damage to the Landlord's building or Tenant's apartment or furnishings, arising from equipment failure, breakdown or otherwise or through storm, fire, or act of God and in the event that the Tenant is unable to contact the Landlord, the Tenant agrees at his/her/their own expense to take such emergency means to control the situation as are reasonable in the circumstances to preserve the Landlord's building or Tenant's apartment or furnishings, from further damage or to prevent imminent damage, in the event of which the Landlord shall reimburse the Tenant for all reasonable expenses incurred in respect of taking such emergency measures as may be required.
58. The Tenant agrees that in the event that the Tenant fails to advise the Landlord of any equipment failure or breakdown at the Landlord's building or Tenant's apartment, which failure or breakdown was or should reasonably have been within the knowledge of the Tenant, which failure or breakdown results in the damaging of the Landlord's building or Tenant's apartment, the Tenant shall indemnify the Landlord in full for any damage suffered or for any claims made against the Landlord by third parties in respect of such damages, sustained in respect of such equipment failure breakdown.
59. The Tenant agrees that in the event of the Tenant's vacating the Tenant's apartment prior to the expiration of the Lease term, it is agreed that the Tenant shall reimburse the Landlord for any expenses incurred in the course of obtaining a Tenant to occupy the Tenant's apartment for the duration of the Lease term and that the Tenant shall reimburse the Landlord for any loss of rental income sustained as a result of the Tenant's apartment remaining vacant while a new tenant is being obtained.
60. The Tenant agrees that at the end of the tenancy he/she/they will leave the apartment in good condition with due regard to "wear and tear" and is properly cleaned and clear of all items of ownership and garbage and ready for a new tenant.
61. The Tenant agrees that in the event of either the partial or total destruction of the Landlord's building or the Tenant's apartment, by fire or other casualty, not resulting from any act of or caused by the Tenant, the rent hereby reserved shall thereupon cease to accrue hereunder and if the Landlord's building or the Tenant's apartment cannot be restored to its proper habitable condition within sixty days after such fire or casualty then the relationship of Landlord and Tenant created hereby shall cease as of the date of such casualty with the rent being due and payable herewith up to the date of such casualty, then the relationship of Landlord and Tenant created hereby shall cease as of the date of the casualty. If, however the damage to the Landlord's building or the Tenant's apartment shall be of such a nature that the Landlord's building or the Tenant's apartment are capable of being restored to their prior habitable condition within a sixty day period, then the rent shall be interrupted from the date of casualty to the date when the Landlord's building or Tenant's apartment are restored to a habitable condition.
62. The Tenant agrees to do nothing nor suffer or permit anything above to be done which would increase the risk of fire, or which might in any way increase the premiums payable for such insurance, which the Landlord may place upon the building.
63. The Tenant agrees that the Landlord shall not be liable to the Tenant for the cost of obtaining alternate accommodations during any restoration or renovation of the Landlord's building or Tenant's apartment.

Initials: \_\_\_\_\_

64. The Tenant agrees to indemnify the Landlord and any other tenant of the Landlord's building against any loss, injury, damage, cost, or action of any nature whatsoever caused by the Tenant or his/her/their guest or other occupants' guest or servants, who are in or upon the Landlord's building or the Tenant's apartment, with or without the express or implied consent of the Tenant, resulting from any neglect, careless or misuse of the Landlord's building or the Tenant's apartment by the Tenant or his/her/their guest or other occupant's guests or servants at the Landlord's building or the Tenant's apartment with or without the express or implied consent of the Tenant.
65. The Tenant agrees that in the event that the Tenant or his/her/their guests or other occupants' guests or servants, who may be in or upon the Landlord's building or the Tenant's apartment, with or without the express or implied consent of the tenant, makes use of any hallway, porch, stairs, entranceway, walkway, or parking area or other facility providing access to or being part of the Landlord's building or Tenant's apartment, either alone or in common with others, he/she/they do so at his/her/their own risk absolutely as to his/her/their persons and to his/her/their goods' where any third party makes use of such facilities or of the Landlord's building or Tenant's apartment at the invitation of the Tenant, expressly, implied, or owing to the present or occupancy of the Tenant, and is injured, the Tenant covenants to indemnify the Landlord for selling or defending any such claim.
66. The Tenant agrees that notwithstanding the requirements of this Lease or any requirements of the Residential Tenancies Act requiring the Landlord to provide the services and appliances hereinbefore set out that the Landlord shall not in any event whatsoever arising out of tenancy hereby created to be liable or responsible for monetary damages to the Tenant or to any third party for any personal injury, death, or loss of our damaged property of or damaged property of any nature whatsoever, that may be suffered by the Tenant or any member of the Tenant's family, his/her/their agents, guests or other person who may be in or upon the Landlord's building or Tenant's apartment, and in particular, without limiting the generality of the Landlord shall not be liable to the Tenant or any third party for any damage or loss of property which may be in or upon the Landlord's building or Tenant's apartment caused by an act of God, storm, wind, water, steam, rain, snow, heat, cold, smoke, fire, dirt, fumes, or the breakdown of any sprinkler, drainage pipe, plumbing work, electrical appliance, electrical wiring, structural work or member of any other fixture, work or appliance in or upon the Landlord's building or Tenant's apartment and whether or not caused by the negligence of the Landlord or any servant, agent, employee, or the Landlord and the Tenant agrees to carry insurance against any and all such risks of injury or damage to person or property, the owner of which insurance shall be borne solely by the Tenant.
67. The Tenant agrees that the Tenant will not assign the Lease or any renewal hereof nor sublet the Tenant's apartment either in whole or in part permit any persons other than the Tenant to have possession or occupy the Tenant's apartment in any way including family relations, guests, or visitors without:
  - 67.1. The written consent of the Landlord.
  - 67.2. Supplying the Landlord with the new Tenant's complete application form.
  - 67.3. Paying the Landlord reasonable costs incurred by the Landlord in the subletting or assignment.
  - 67.4. An inspection of the Tenant's apartment and furnishings by the Landlord and payment of any charges or expenses required to be made to put the Tenant's apartment or furnishings in as good a stated of repair as the Tenant received them, reasonable wear only accepted and payment of arrears of rent or other outstanding charges.
  - 67.5. The Tenant furnishing to the Landlord his/her/their new address.
68. The Tenant agrees that any notice required to be given by either party pursuant to the provisions of the Lease shall be sufficiently given if served personally, or if mailed post prepaid by registered mail, in the case of notice to the Landlord, to the address set out hereinbefore, or in the case of notice to the Tenant, to the Tenant's apartment, and any such notice shall be deemed to be received seventy-two hours from the date of mailing.
69. The Tenant agrees that no change in or waiver of any condition of this lease shall be deemed to have been made unless made in writing and signed by both the Landlord and the Tenant.

Initials: \_\_\_\_\_

70. The Tenant agrees that this Lease contains the entire agreement between the parties and no term, condition, inducement, or consideration, not here set out shall be deemed to form part of this Lease or be binding upon the parties hereto.
71. The Tenant agrees that each paragraph of the Lease and the Schedules hereinafter set out shall be severable from the whole and that in the event of any condition, rule, or paragraph is declared void or unlawful or unenforceable then the remainder of the Lease shall be binding and enforceable on the parties.
72. The Tenant agrees that in the event that the Tenant breaches any term or condition of this Lease and the Landlord suffers damages as a result of a breach and obtains Judgement against the Tenant in respect thereof then the Tenant shall pay interest to the Landlord in respect of such Judgement in the amount of fourteen percent (14%).
73. The tenant agrees that the provisions of this Lease shall be jointly and severally binding upon each of the parties hereto.
74. The Tenant agrees that time shall be of the essence of this Lease.

**SIGNED, SEALED, AND DELIVERED**

\_\_\_\_\_  
(TENANT)

\_\_\_\_\_  
(TENANT)

\_\_\_\_\_  
(TENANT)

\_\_\_\_\_  
(TENANT)

\_\_\_\_\_  
(LANDLORD)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(DATE)

Initials: \_\_\_\_\_