

## Standard Form Lease Additional Terms

The following are suggested additional clauses that may be attached to the Standard Lease. Not all are suitable for every tenancy. Please note some clauses provide more than one option. Be sure to choose the option that applies to the tenancy in question and delete the other option. You may also need to change some clauses to fit the tenancy but be sure that any change does not conflict the law, including the provisions of the Residential Tenancies Act, applicable municipal by-laws, the Ontario Human Rights Code, applicable fire code requirements etc., as these would be unenforceable.

### Section 2/6

- The tenant's parking space(s) must only have vehicles that work and have a valid license plate. Commercial vehicles are not allowed to be parked in these spaces.

### Section 6

- Utility payments are the responsibility of the tenant(s). The tenant(s) will transfer the utility bills into their name and pay the company directly.
- The tenant is responsible for the cost sharing of the utility bills as follows:
  - Electricity \_\_\_\_\_ %
  - Gas/oil \_\_\_\_\_ %
  - Water \_\_\_\_\_ %
  - Other:  
\_\_\_\_\_ %

The landlord will keep the utility bills in their name and will provide the tenant(s) with a copy of each bill. The tenant(s) agree to reimburse the landlord for their portion.  
[Refer to Section 13 of Ontario Regulation 394/10]

- The tenant agrees not to install an air conditioning unit into the rental unit without the landlord's written consent. If the landlord consents to the installation, the tenant agrees to pay an additional \$\_\_\_\_\_ /month during the months of

\_\_\_\_\_.

### Section 8

- The landlord acknowledges receipt from the tenant of the sum of \$\_\_\_\_\_ as prepayment of the last month's/week's rent.

- a) The landlord shall pay interest on the deposit annually at a rate equal to the rent increase guideline determined under section 120(2) of the *Residential Tenancies Act*.
- b) The landlord shall apply the rent deposit to the last rent period before the tenancy terminates.

### **Section 9**

- The landlord acknowledges receipt from the tenant of the sum of \$\_\_\_\_\_ as a refundable key deposit which shall cover the cost of replacing the keys, remote entry devices or cards if they are not returned to the landlord at the end of the tenancy.  
\_\_\_\_\_ # of keys provided  
\_\_\_\_\_ # of access cards provided (i.e. condo fob)  
\_\_\_\_\_ # of remote entry devices provided (i.e. garage remote)

### **Section 10**

- The tenant(s) agree(s) not to smoke or vape tobacco or recreational cannabis (marijuana) inside the rental unit or in common areas of the home/building.
- The tenant agree(s) not to cultivate (grow) marijuana plants inside their rental unit.

### **Section 11**

- The tenant(s) agree to get their own contents insurance. If the landlord asks for proof of coverage, the tenant must provide it. If damages occur to the tenant's contents for any reason whatsoever, the landlord will not be held responsible.

### **Section 12**

- The tenant(s) agree to use the rental unit for residential occupancy only and that they will not rent the unit through short-term rental sites such as Airbnb, VRBO, FLIPKEY, HomeAway, etc. Such short-term rental is unlawful and is grounds for termination of the tenancy.

### **Section 13**

- The tenant(s) agree(s) to promptly inform the landlord or landlord's agent, in writing, of any damage to the premises or maintenance concerns that come up. The tenant is not allowed to authorize any repairs to the unit unless the landlord has been notified and consent is obtained in writing. The tenant is responsible to reimburse the landlord for all costs to repair any damages caused by the tenant.
- The tenant(s) agree(s) to take due precautions against freezing of water or waste pipes and stoppage of the same in and around the premises. If water pipes become

clogged by reason of the tenant's neglect or recklessness, the Tenant shall repair the same at his/her own expense as well as pay for all damage caused.

**Section 14**

- The tenant shall not assign or sublet the rental without the prior written consent of the landlord. A request from the tenant to assign or sublet the rental unit must be in writing. If the landlord permits the tenant to sublet the rental unit, the tenant must have a written sublet agreement with their subtenant and must provide a copy to the landlord.

**Section 15**

- The landlord's approval of the applicant is conditional upon the following  
[Check all that apply]

- Signed copy of the Residential Tenancy Agreement
- First month's rent
- Last month's rent deposit
- Proof of insurance coverage (liability and/or content)
- Proof of transfer of utilities into the tenant(s) name

If these requirements are not met on or before the date the tenancy is to commence the prospective tenant will not become a tenant.

The tenant grants permission to the landlord to record and use information about the tenant obtained during the course of the tenancy for the purposes of enforcing any term of this Tenancy Agreement and to obtain a Consumer Report.

- The tenant(s) agree(s) to notify the landlord of an intended absence of more than seven (7) days and will permit the landlord to otherwise enter the premises during the absence if reasonably necessary, with proper notice.
- The tenant(s) acknowledge receiving a copy of the signed Residential Tenancy Agreement (Standard Form of Lease) within 21 days of the signing of this agreement.  
\_\_\_\_\_ [Tenant initials]

- The tenant(s) received and read the following attachments to this document:  
[List documents provided, e.g. condominium bylaws, etc.]

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

- The tenant(s) acknowledge receiving a copy of the Landlord and Tenant Brochure, *Information for New Tenants*, before the tenancy begins. \_\_\_\_\_ [Tenant initials]
- The tenant(s) acknowledge receiving a copy of the condominium rules, bylaws and declaration. \_\_\_\_\_ [Tenant initials]
- The tenant(s) agree not to use or allow the rental property to be used for any illegal activity.
- The tenant agrees to only access shared laundry facilities at times agreed between the landlord and tenant.
  - Day of week \_\_\_\_\_ Time(s) \_\_\_\_\_
  - Day of week \_\_\_\_\_ Time(s) \_\_\_\_\_
- The tenants agree to allow the landlord to enter the rental unit, with proper written notice to:
  - Inspect the unit for illegal activity and compliance with all applicable laws
  - Inspect the unit for any reason including maintenance, repairs and damage
  - Take pictures of the rental unit during any inspection of the rental unit
  - To inspect and take pictures to ensure compliance by the tenant and compliance of the unit with all applicable laws, including but not limited to the RTA, municipal by-laws and fire code regulations, federal legislation including the Criminal Code of Canada as well as compliance by the tenant(s) of any order or agreement of any governmental agency including but not limited to the LTB and the municipality.
  - Access storage, utility or services in areas reserved or shared by the landlord
  - Allow a realtor, potential mortgagee, insurance agent or their agents to access the rental unit to appraise the unit for sale, financing or insurance purposes
  - Take pictures (inside and outside the rental unit) to advertise the unit for rent or sale
  - Determine if the tenant abandoned the rental unit or moved out according to a notice of termination
- The tenant agrees to allow the landlord to disclose their personal information contained in the rental application or tenancy agreement for the purposes of:
  - Obtaining or renewing a mortgage or insurance policy
  - Finding a prospective buyer
  - Doing a credit and/or criminal background check of the tenant or occupants of the rental unit
  - Other: \_\_\_\_\_
  - Other: \_\_\_\_\_

- The tenant agrees to allow the landlord to take photographs (inside and outside) the unit to document the condition of the rental unit (including damage) or for preparation of a legal proceeding.
- The landlord will provide the tenant with advance written notice if surveillance cameras will be installed in common areas. The tenant consents to such installation. Signs will be posted in the event of such installation.

The tenant agrees that the rental unit contains fire and carbon monoxide alarms that are installed and in good working order. The tenant agrees not to tamper with or disconnect these alarms at any time, and to notify the landlord immediately if there is a malfunction.

The tenant will be liable to the landlord for any and all costs, charges, fees, fines or other expenses incurred by the landlord as a result of the tenant having disabled, disconnected or otherwise tampered with any safety devices in the rental unit and/or residential complex including, but not limited to CO2, smoke and fire detectors, fire extinguishers, sprinkler systems and other fire safety equipment.

**Signatures**

**Landlord(s):**

Name	Signature	Date: (yyyy/mm/dd)
_____	_____	_____

**Tenant(s):**

Name	Signature	Date: (yyyy/mm/dd)
_____	_____	_____

Name	Signature	Date: (yyyy/mm/dd)
_____	_____	_____

Name	Signature	Date: (yyyy/mm/dd)
_____	_____	_____