

Sample Additional Terms for potential use in Section 15 of the Standard Lease

PLEASE NOTE - legal disclaimer, these are sample clauses designed to demonstrate the types of clauses that can be used to upgrade and personalise the Standard Lease. The sample clauses do not and are not meant to capture every possibility or to be an exhaustive list. The sample clauses are not intended for use by any party and not designed for any particular situation or any landlord or tenant. No liability can attach to the author for any use of these clauses.

Other potential clauses - other clauses could and should deal with pets on the premises, rules regarding changes to the unit and the requirement to repair same on termination or request, notification process for needed repairs, additional occupant information and many more. Please contact our office, bruce@browneandassociates.ca 905-688-5598, or another legal professional to review your situation.

Permitted use of property

The Tenant agrees to use the Rented Premises **as a residential dwelling and for no other purpose whatsoever**. The Tenant agrees not to conduct, permit, or suffer any act or activities on or about the Rented 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 in the operation of any other business or commercial use. **The Tenant agrees not to hold, have or**

permit a sale or auction to be held on the Rented Premises without the written consent of the Landlord.

Parking

The tenant acknowledges and agrees that any parking permitted by the Landlord shall be for one automobile only, which automobile is to be licensed, insured, operable and kept in good repair.

The tenant agrees and understands that no commercial vehicle, recreational vehicle, Trailer, Boat or any other object may be parked or stored on the premises, within the tenants' assigned spot or otherwise, without the written consent of the Landlord.

The tenant agrees not to assign, rent or sublet any parking space without the written consent of the Landlord.

Automobiles shall be parked only in such spaces which the Landlord shall designate from time to time and the Landlord shall have the right to assign and reassign such spaces at the Landlord's sole discretion.

The tenant shall furnish to the Landlord such information as the Landlord deems necessary to identify the Tenant's automobile and the Tenant shall utilize and attach to said automobile any identification provided by the Landlord at any time during the tenancy.

Repairs, cleaning and automobile maintenance- the tenant acknowledges and agrees that no repairs or maintenance, including cleaning and washing, of any automobile will take place on the premises, in an assigned space or otherwise.

The tenant acknowledges and agrees that no parts or accessories, including tires, rims, etc., shall be stored on the premises, in an assigned space or otherwise.

The tenant agrees and acknowledges that the Landlord, in its sole discretion, may from time to time provide Visitor Parking. The Provision, or non provision, of Visitor or guest parking is not a contractual obligation upon the Landlord and the provision of any sort of visitor or guest parking is not a condition of the tenancy.

Smoking

The Tenant acknowledges and agrees that smoking is prohibited on the premises, by the tenants, occupants and any guests. The tenant acknowledges and agrees that a breach of this term is considered interference with the peaceful enjoyment of the premises by the landlord and/or other tenants.

The Tenant acknowledges and agrees that, except when expressly permitted in writing, smoking is not permitted within the tenants unit. The tenant acknowledges and agrees that a breach of this term is considered interference with the peaceful enjoyment of the premises by the landlord and/or other tenants.

The tenant acknowledges and agrees that where smoking in a unit is permitted by the Landlord in writing, the tenant remains liable for any and all damages caused by smoking in the unit. The tenant agrees and acknowledges that to remove the odor, the Landlord may have to, among other things, repaint the unit and any and all fixtures may need cleaning and replacing and the tenant agrees and acknowledges liability for those repairs, if required at the sole discretion of the Landlord.

Tenant Insurance

The tenant agrees and acknowledges that possession of the Unit at the commencement of the tenancy may be reasonably withheld by the Landlord until satisfactory proof of insurance is provided to the Landlord by the Tenant. The tenant further acknowledges and agrees that lapsing or cancellation of the required insurance is a breach of the tenancy agreement and may result in the termination of the tenancy. The tenant agrees to provide proof of insurance to the Landlord at each renewal of the insurance policy. Failure by the Landlord to insist upon receipt of the proof of insurance does not constitute a waiver of the tenants obligation to carry insurance and to provide proof of same.

The Tenant , at the sole cost and expense of the tenant, shall during the entire period of the tenancy and any subsequent renewals/tenancies, obtain and maintain fire and property damage and public liability insurance in an amount deemed sufficient by the Landlord, at its sole discretion. The tenant shall provide to the Landlord proof that such insurance is in place and to notify the Landlord of any changes in the status of the insurance.

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