

STATUTORY CONDITIONS
(Section 9, Residential Tenancies Act)

9(1) Notwithstanding any lease, agreement, waiver, declaration or other statement to the contrary, where the relations of landlord and tenant exists in respect of residential premises by virtue of this Act or otherwise, there is an is deemed to be an agreement between the landlord and tenant that the following conditions will apply as between the landlord and tenant as statutory conditions governing the residential premises:

STATUTORY CONDITIONS:

- 1. Condition of Premises** – The landlord shall keep the premises in good state of repair and fit for habitation during the tenancy and shall comply with any statutory enactment of law respecting standards of health, safety or housing.
- 2. Services** – Where the landlord provides a service or facility to the tenant that is reasonably related to the tenant's continued use and enjoyment of the premises such as, but not so as to restrict the generality of the foregoing, heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the landlord shall not discontinue providing that service to the tenant without proper notice of a rental increase or without permission from the Director.
- 3. Good Behaviour** – A landlord or tenant shall conduct himself in such a manner as not to interfere with the possession or occupancy of the tenant or of the landlord and the other tenants, respectively.
- 4. Obligation of the Tenant** – The tenant is responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by willful or negligent act of the tenant of any person whom the tenant permits on the premises.
- 5. Subletting Premises** – The tenant may assign, sublet or otherwise part with possession of the premises subject to the consent of the landlord which consent will not arbitrarily or unreasonably be withheld or charged for unless the landlord has actually incurred expense in respect of the consent.
- 6. Abandonment and Termination** – If the tenant abandons the premises or terminates the tenancy otherwise than in the manner permitted, the landlord shall mitigate any damages that may be caused by the abandonment or termination to the extent that a party to a contract is required by law to mitigate damages.
- 7. Entry of Premises** – Except in the case of an emergency, the landlord shall not enter the premises without the consent of the tenant unless
 - a.** Notice of termination of the tenancy has been given and the entry is at a reasonable hour for the purpose of exhibiting the premises to prospective tenants or purchases; or
 - b.** The entry is during daylight hours and written notice of the time of the entry has been given to the tenant at least twenty-four hours in advance of the entry.
- 8. Entry Doors** – Except by mutual consent, the landlord or the tenant shall not during occupancy by the tenant under the tenancy alter or cause to be altered the lock or locking system on any door that gives entry to the premises.
- 9. Late Payment Penalty** – Where the lease contains provision for a monetary penalty for late payment of rent, the monetary penalty shall not exceed one per cent per month of the monthly rent.

Tenant Policies

Use of the Landlord's Building, Common Areas, & the Tenant's Apartment

*The tenant is responsible for any family member, guest, visitor, delivery personnel, caretaker, or assistant that the tenant invites on to the premises. The following policies must be abided by anyone invited onto the premises by the tenant, and the tenant shall be responsible for the actions of said persons. **Failure to abide by the following policies is cause for Eviction.***

1. The tenant shall keep the said premises in a proper state of cleanliness at all times.
2. Tenants must be mindful of open windows and patio doors so as not to admit rain, snow, or unreasonable heat loss. Heat is not to be left on while windows are open. Windows must not be left open for extended periods of time when temperatures are below freezing.
3. No items are to be left in the hallways/corridors of the Landlord's building.
4. The use of small nails & hooks to hang pictures/décor is permissible. No spikes, hooks, or screws shall be put in the walls. Wall decals/wallpaper/border must be removed before vacating.
5. Nothing is to be nailed or screwed into woodwork or backsplashes.
6. Appropriate window treatment must be used to cover windows such as proper curtains or blinds. The landlord will supply curtain rods.
7. Painting of apartment walls and woodwork is not permitted.
8. Water shall not be left running unattended. The tenant will notify the landlord immediately of any water malfunction (toilets, taps, shower, etc.).
9. No pets shall be kept on the premises unless authorized by the Landlord.
10. Air conditioners, freezers, washers, dryers, & dishwashers are not permitted unless provided or authorized by the Landlord.
11. The tenant shall not take any boarder or roomer. Only those named on the lease agreement are permitted to reside in the premises (temporarily or permanently).
12. The tenant shall not make any noise, which would unreasonably disturb any other tenant or persons in the Landlord's building.
13. BBQs are not permitted on balconies – as regulated by the Fire Safety Code.
14. Nothing shall be thrown out of the windows or doors, off balconies, or down hallways of the Landlord's building.
15. No tenant shall do or permit anything to be done at the said premises which would in any way cause or increase a risk of fire.
16. No Tenant shall obstruct or interfere with the rights of other tenants/persons on the premises or in any way injure or unreasonably disturb them.
17. Apartments must be left clean and in good condition at time of vacating. Failure to do so will result in a minimum professional cleaning fee of \$150.
18. Carpets are to be professionally steam cleaned at the Tenant's expense prior to vacating.
19. The Tenant agrees that on the last day of the tenancy, the Tenant shall vacate the premises no later than 12:00 noon (AST).

Tenant Policies

Exterior Use of Premises, Garbage, & Laundry Policies

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Use of Exterior Areas & Other Parts of the Landlord's Building

1. The Tenant shall not damage or remove any landscaping or gardening work.
2. Tenants are not permitted to dig or create gardens without authorization by the Landlord.
3. No vehicles are to be parked in front of entryways/doors or parking in an area as to block emergency vehicles from entering.
4. All vehicles must be licensed & operational – any vehicles on the property not legally fit for the road must be moved off premises at owners' expense.
5. There is to be no 'work' performed on a vehicle on the premises.
6. During winter months, we make every effort to ensure the walkways and driveways are clear from snow & ice. The plow will be able to clear the parking lot effectively if you move your vehicle. We will make every effort to clear around your vehicle; however, ultimately the responsibility is the tenant's to clear around their vehicle as needed.

Garbage

1. Facilities are provided for garbage, recycling, & compost
2. Tenants are responsible to separate garbage, recyclables, & compost – a waste management guide will be provided with the lease agreement
3. Plastic of any kind (including biodegradable plastic) is NOT permitted in the compost bin
4. Items are to be bagged before being placed in the garbage or recycling bins.
5. Multiple recycling bins are provided to separate paper & plastic.
6. **Furniture is NOT to be left for garbage removal.** It is the tenant's responsibility to make arrangements to have unwanted furniture removed and taken off the premises. The tenant will be charged \$75 for the 1st item left by the garbage bins, \$150 for the 2nd, \$225 for the 3rd, and so on, in \$75 increments.

Laundry

1. Laundry facilities are provided for tenant use only.
2. Always be courteous and remove clothes from washer or dryer when cycle is finished.
3. Machines may be used between 8am and 10pm daily.
4. For best results, clean lint tray every time before use.
5. Use of the laundry machines are solely at the Tenant's own risk.

Fire Safety Plan – Part A

3.0 Emergency Fire Procedures

3.1.1 Discovery of Fire

Should a fire emergency arise, the person discovering the fire shall proceed to take the following steps:

- Leave the area immediately and close all doors behind you.
- Pull the closest pull station at your earliest opportunity.
- Call the Fire Department at 911 and advise of fire location.
- Attempt to use fire extinguishers only if you have emergency access between you and the fire.
- Help evacuate the building and assist others as required.
- Leave the building via the nearest exit and close the doors behind you.

3.1.2 Occupant Safety for Mobility Impaired Persons

Some occupants of the building may require special assistance during evacuation because of cognitive or physical limitations, which make them unable to proceed independently to a place of safety.

Where possible, and if it is known there is a mobility impaired person in the building, a responsible person shall be instructed in what to do to assist such persons. Evacuation measures shall be discussed and reviewed with the responsible person and the mobility impaired person, indicating procedures for the evacuation from the owner.