

Standard Form of Lease
(Residential Tenancies Act R.S.N.S. 1989, c.401)

Parties

1. This agreement is made in duplicate between
Landlord

- and -

Tenant (s)

Occupants

Other adults or children who will occupy premises: _____

Type of property: _____

Only those tenants and occupants named are allowed to live in the premises without written consent of the landlord.

Premises

2. The landlord will rent to the tenant and the tenant will rent from the landlord the following premises at Location:

Tenant's mailing address (P. O. Box if applicable):

_____ Postal Code _____

Tenant Phone # _____ (Work) _____ (Home) _____

Emergency Contact

Next of kin: _____

___ The residential premises described above are administered under a public housing program as defined in clause 2 (fa) of the Residential Tenancies Act. Program eligibility requirements and rules relating to changes in rent are contained in Schedule "B" attached hereto.

Property Manager or agent

3. The current agent or property manager for the landlord is:

Brian Molloy

1317 Dresden Row Halifax N.S.

Civic address

422-8500

Phone (Work)

Cell: 497-6568

(Home)

4. The co-owner the property is:

Civic address

Phone (Work)

(Home)

Who to serve

5. All notices to quit or service of documents to the landlord shall be in writing and served in person or by registered mail to (check only):

___ the landlord/owner (and/or) ___ the agent or property manager or ___ the superintendent at the above noted addresses.

Lease Begins

6. The tenancy is to commence or take effect on the _____ and this shall be the anniversary date as defined in the Act.

The term is to run from year to year ___, from month to month ___, from week to week ___ and the tenancy continues until the landlord or the tenant gives proper notice to terminate. Cp+

OR

The tenancy is for a fixed term, beginning on the _____ and ending the _____. Any continuation of the tenancy at the end of a fixed term requires the written consent of the landlord. **At the end of the fixed term, the tenancy is finished and the tenant must vacate.**

p9 Rent

7. The tenant will pay rent of _____ per Month by
- ___ Cash (landlord must give receipt) ___ Pre - authorized automatic withdrawal
- ___ Post - dated cheques ___ Cheque ___ Other

Rent is due on the **1st** day of each month/week and is payable to _____
 A late payment fee, if any, shall be charged at no more than 1% per month of the monthly rental.

Rent Increase

The rent may not increase under this lease for 12 months. The rent may be increased on the anniversary date only. The landlord must give a written notice to the tenant of an increase:

- (a) 4 months before the anniversary date of a month to month or year to year lease;
- (b) 8 weeks before the anniversary date of a week to week lease;
- (c) 7 months before the anniversary date of a mobile home lot lease.

Where the landlord administers a public housing program and the tenant's rent is increased solely on the basis of an increase in income, the restrictions on frequency of rent increases and notice requirements do not apply.

Rental Incentives (if any)

8. In signing this lease, the landlord has granted to the tenant the following incentives which will remain in effect for the duration of the lease. The tenant is not required to repay or return any rental incentive if he or she terminates the lease before the end of the term in accordance with the provisions of the Residential Tenancies Act or sublets the residential premises to a tenant with the consent of the landlord.
- _____

Rent includes:

9. The rent includes:
- | <u>Appliances</u> | <u>Utilities</u> |
|----------------------|---------------------------------|
| stove _____ | washer & dryer _____ |
| fridge _____ | (coin operated) |
| washer & dryer _____ | cable service _____ |
| dishwasher _____ | heat _____ |
| | water _____ |
| | hot water _____ |
| | electricity _____ |
| other (define) _____ | parking _____ |
| | # of spaces _____ space # _____ |

The landlord is responsible for providing these services and the deletion of a service is deemed to be a rental increase.

The tenant is responsible for the following:

- | | |
|------------------------|-------------------------------|
| Lawn care _____ | Late payment charges _____ |
| Snow removal _____ | Returned cheque charges _____ |
| Garbage removal _____ | Parking @ /month _____ |
| Tenant Insurance _____ | Locked out charges/keys _____ |

10. Additional obligations: _____

Security deposit

11. ___ A security deposit is not required.
 ___ A security deposit of _____ (not to exceed 1/2 month's rent)

will be deposited for the tenant by the landlord at the Royal Bank 5855 Spring Garden Rd. in a trust account within 3 days of its receipt, and will be returned to the tenant with interest, within 10 days of the termination of this lease. The landlord shall file a claim for unpaid rent and/or damages within 10 days of the termination of the lease if the deposit is not returned.

Inspection

An inspection of the premises and the preparation of a written inspection report signed by the landlord and tenant or an electronic inspection report prepared within 7 days of the start of the tenancy and within 7 days of the end of the tenancy is recommended. If a report is prepared it shall form part of the lease.

A form of inspection report is attached to the lease.

An inspection report is not attached.

Reasonable rules

12. The landlord and tenant promise to comply with the statutory conditions set out in Schedule "A". The tenant acknowledges receipt of the rules of the building which are attached hereto Schedule "C" and "D". Tenants in a public housing program are not permitted to sublet the premises.

Rental arrears

13. In a monthly or yearly tenancy, where a tenant is in arrears in paying the rent for 15 days or more, the landlord may give the tenant a 15 day written notice to quit the premises.

In a weekly tenancy, where a tenant is in arrears for 7 days or more, the landlord may give the tenant 7 day's written notice to quit the premises.

Security of tenure

14. Where a tenant has lived in the premises for 5 years or more, written notice to quit may only be given by the landlord in accordance with the Residential Tenancies Act.

Where a tenant has lived in a mobile home park for 1 year or more, written notice to quit may only be given by the landlord in accordance with the Residential Tenancies Act.

Notice to quit except fixed term

15. All notices to quit for a tenancy **other than a fixed term** shall be given in writing in accordance with the following table.

Type of tenancy	Notice by tenant	Notice by landlord
<input type="checkbox"/> Mobile Home Lot	at least 1 full month before the end of the tenancy	at least 6 full months before the end of the tenancy
<input type="checkbox"/> Yearly	at least 3 full months before the anniversary date	at least 3 full months before the anniversary date
<input type="checkbox"/> Monthly	at least 1 full month before the end of any month	at least 3 full months before the end of any month
<input type="checkbox"/> Weekly	at least 1 full week before the end of any week	at least 4 full weeks before the end of any week

If a tenant has security of tenure, the landlord must apply to the Director for the notice to quit.

Public housing program

16. Where a landlord administers a public housing program a tenant shall provide income verification in the form as required and the tenant shall not sublet the premises.

17. This lease is for the benefit of and is binding on the landlord and tenant and their heirs, executors, administrators and assigns.

18. Any or all tenants signing this lease take full responsibility for all of its terms and conditions.

Attachments: (initials required)

- 1 The tenant has received a copy of the Act and regulations within 10 days from grant, Possession or occupancy from the landlord
- 2 The tenant has received a copy of the signed lease within 10 days of the dates of signing of the lease.
- 3 The tenant has read, signed and received the rules and attachments to this lease.

SIGN BOTH COPIES SEPERATELY.
BEFORE YOU SIGN PLEASE READ THE FOLLOWING NOTICE.

**TENANTS
GIVING NOTICE**

IF YOU WISH TO TERMINATE A YEAR TO YEAR LEASE AT THE END OF THE LEASE TER, THE LAW REQUIRES THAT YOU MUST GIVE AT LEAST 3 MONTHS WRITTEN NOTICE ON OR BEFORE _____
Notice Date - 3 months prior to anniversary date
OTHERWISE THE LEASE WILL AUTOMATICALLY BE RENEWED FOR ANOTHER YEAR.

IF YOU WISH TO TERMINATE A MONTH TO MONTH LEASE, OR A MOBILE HOME NOT LEASE YOU MUST GIVE AT LEAST 1 FULL MONTH'S WRITTEN NOTICE BEFORE THE EXPIRATION OF ANY SUCH MONTH.

IF YOU WISH TO TERMINATE A WEEKLY TENANCY, YOU MUST GIVE 1 FULL WEEK'S NOTICE BEFORE THE EXPIRATION OF ANY SUCH WEEK.

IF YOU DO NOT GIVE NOTICE AS REQUIRED YOUR LEASE WILL AUTOMATICALLY BE RENEWED FOR ANOTHER TERM

It is **DANGEROUS** and **ILLEGAL** to disable smoke detectors. **NO DOGS** at anytime

Date

Brian Molloy/Landlord

ANY OR ALL TENANTS SIGNING THIS LEASE TAKE FULL RESPONSIBILITY FOR ALL OF ITS TERMS AND CONDITIONS.

Date

Tenant

Date

Tenant

Date

Tenant

SCHEDULE "A"
STATUTORY CONDITIONS

Statutory Conditions

- 9 (1) Notwithstanding any lease, agreement, waiver, declaration or other statement to the contrary, where the relation of landlord and the tenant exists in respect of residential premises by virtue of this Act or otherwise, there is and 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. Conditions of Premises – The landlord shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any statutory enactment or 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 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 of 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 or damage caused by wilful or negligent act of the tenant or 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 grant of consent. (Pursuant to subsection 6(4) of the Residential Tenancies Act tenants under a housing program shall not sublet the residential premises.)
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 purchasers; or
 - (b) The entry is made during the daylight hours and written notice of the time of 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 or any door that gives entry to the premises.
9. Late Payment Penalty – Where the lease contains provisions for a monetary penalty for late payment of rent, the monetary penalty shall not exceed one percent of the monthly rent.

Statutory conditions re mobile homes

- (2) In addition to the statutory conditions set out in subsection (1), there is and is deemed to be an agreement between the landlord and tenant that the following statutory conditions apply as between them in respect of the lease of a mobile home space of a mobile home in a mobile park:

Statutory Conditions Respecting Mobile Homes

1. The landlord shall not restrict in any way the right of a tenant to sell, lease or otherwise part with the possession of a mobile home by the tenant.
2. The landlord shall not receive any compensation for acting as the agent of the tenant in any negotiations to sell, lease or otherwise part with possession of a mobile home space of a mobile home situate in a mobile home park, unless provided for in a separate written agency agreement that is entered into by the tenant
 - (a) After the tenant enters into the tenancy agreement; and
 - (b) At the time that the tenant decides he wishes to offer his mobile home for sale or lease or otherwise part with the possession of his mobile home or mobile home space.
3. (1) Except as provided in this condition, the landlord shall not restrict in any way the right of the tenant to purchase goods or services from the person of the tenant's choice.
 - (2) The landlord may set reasonable standard for mobile home equipment.
 - (3) Where a person who does not live in the mobile home park and who is offering goods or services for sale
 - (a) Unduly disturbs the peace and quiet of the mobile home park;
 - (b) Fails to observe reasonable rules of conduct that have been established by the landlord; or
 - (c) Violates the traffic rules of mobile home park, despite a request by the landlord to discontinue the conduct, the landlord may restrict or prohibit the entry of that person into the mobile home park.
4. The landlord is responsible for compliance with municipal by-laws in respect of the common areas of the mobile home park and the services provided by the landlord to the tenants in the mobile home park.
5. The tenant is responsible for compliance with municipal by-laws in respect of the tenant's mobile home and the mobile home space on which it is located to the extent that the landlord is not responsible.

SCHEDULE "C"

to s.7

STANDARD FORM OF LEASE – PROVINCE OF NOVA SCOTIA
(Residential Tenancies Act S.N.S 1970, c. 13 as amended)

RULES OF OCCUPANCY AND MAINTENANCE

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

- 7:01 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.
- 7:02 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 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.
- 7:03 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.
- 7:04 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.
- 7:05 The tenant shall not place anything on any window sill, roof, balcony railing or other projection of the landlord's building.
- 7:06 The tenant shall not hang laundry or any other thing from any balcony of the landlord's building or use it for storage other than appropriate outside furniture.
- 7:07 No cleaning utensils, bedding, floor mats or carpets shall be shaken from any window or balcony of the landlord's building.
- 7:08 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

- 7:09 No sidewalk, hall, entry or stairway of the landlord's building shall be obstructed or used by the tenant for any other purpose than ingress or egress to or from the tenant's apartment.
- 7:10 The tenant shall not place any outer footwear, article of clothing, umbrella, floor mat or bicycle, baby carriage, toy, or other thing in any hallway or corridor of the landlord's building.
- 7:11 Any article of any nature or kind left in any hallway or corridor of the landlord's building shall be deemed to be abandoned and may be removed therefrom by the landlord.
- 7:12 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

- 7:13 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 consent in writing.
- 7:14 The tenant shall keep whole all glass, locks and 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.
- 7:15 The tenant shall not allow windows to remain open in such a way as to allow snow or rain to enter the tenants apartment and shall be liable for any damage thereto for failure to observe care in keeping windows properly secured as required from time to time by weather conditions.
- 7:16 The tenant shall not overload the floors of the tenant's apartment or install a waterbed without prior written approval.
- 7:17 The tenant shall not move furniture or any other items over any floor, corridor, hall, stair or landing, in such a way as to damage or mark same and shall effect immediate repairs in the event of causing such damage.

- 7:18 The tenant shall not allow water to run in the tenants 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.
- 7:19 The tenant shall only use water closets, sinks and such other plumbing facilities as are located in the tenant's apartment for the purpose for which they were constructed and shall not deposit any sweepings, garbage, rages, 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
- 7:20 The tenant shall install any spikes, hooks, nails, screws or adhesive wall hanging devices in the walls, woodwork, ceilings or floors of the tenant's apartment without first obtaining the landlord's consent in writing.
- 7:21 The tenant shall not hang any drape, curtain or other window covering in such a way as to block or interfere with the heating system located in the tenant's apartment.
- 7:22 The tenant shall exercise care when using laundry machines provided by the landlord and shall clean same after use. The tenant shall use any such laundry machines solely at the tenant's own risk.
- 7:23 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.
- 7:24 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.
- 7:25 The tenant shall not conduct any sale, auction or any business from the apartment.
- 7:26 The tenant shall not paint, paper or decorate any part of the tenant's apartment without first obtaining the landlord's consent in writing.

Care and cleaning of the tenant's apartment

- 7:27 The tenant shall keep the floors carpets in the tenant's apartment clean at all time and shall be responsible for steam cleaning the carpets before vacating.
- 7:28 The tenant shall clean all sinks and bathroom fixtures regularly and immediately advise the landlord of any malfunction thereof.
- 7:29 The tenant shall clean all appliances and fixtures provided by the landlord, cleaning stoves and defrosting refrigerator at least quarterly and shall immediately advice the landlord of any malfunction of same.
- 7:30 The tenant shall clean the inside of windows and frames thereof in the tenant's apartment at least once each yeah and shall clean same before vacating.
- 7:31 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 at such a location as may be assigned for refuse pickup.

Conduct of the tenant

- 7:32 The tenant shall not take any boarder or roomer in the tenant's apartment.
- 7:33 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.
- 7:34 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 solely at the tenant's risk while located in the tenant's apartment or in the landlord's building.
- 7:35 No articles of any kind shall be thrown in or from any part of the tenant's apartment or the landlord's building.
- 7:36 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.
- 7:37 The tenant shall not complain to any other tenant of the landlord but shall make any complaint relating to the conduct of the tenant directly to the landlord in writing.
- 7:38 The tenant shall not keep any coal, gasoline, oil, fuel, chemicals or other noxious or offensive smelling material in the tenant's apartment.

- 7:39 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.
- 7:40 The tenant shall use such storage space as may be assigned to the tenant from time to time solely at the tenant's risk.
- 7:41 The tenant shall not use any electrical appliance or power tool at the tenant's apartment which would interfere with the reception of any radio, stereo 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.
- 7:42 In the event of any unusual, contagious or infectious 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

- 7:43 The tenant expressly agrees to abide by the forging rules of occupancy and agrees that no assent, 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 a part of this lease.

Future rules of occupancy

- 7:44 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 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 writing to the tenant.

SIGNED, SEALED and DELIVERED
In the presence of

(Tenant/Tenants)

(Witness)

(Landlord)

(Witness)

SCHEDULE "D"

To s.8

STANDARD FORM OF LEASE – PROVINCE OF NOVA SCOTIA
(Residential Tenancies Act S.N.S 1970, c. 13 as amended)

TENANT'S OBLIGATIONS UNDER LEASE

Parties to the Lease and Acknowledgement of Compliance by Landlord with Requirements of Residential Tenancies Act

- 8:01 The tenant agrees that the tenant has inspected that tenant's apartment and found it to be in a good state of repair, fit for habitation as a private residence and satisfactory to him/her in every respect and agrees that all damages and unsatisfactory items are noted on Schedule "C" and that omission to note such items is sufficient evidence that no items were damaged at the beginning of the tenancy and that the tenants is to pay for any damaged items either during or at the end of the tenancy.
- 8:02 The tenant agrees that the tenant's apartment shall be used solely as a private residence by those persons named as parties hereto and their children 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.
- 8:03 The tenant acknowledges that he/she/they have received from the landlord, at no cost to the tenant, a duplicate copy of this lease at the time of execution.

Tenant's Obligation to Pay Rent – Late Payment Penalties

- 8:04 The tenant agrees to pay to the landlord as liquidated damages the sum equal to one percent (1%) of one month's rent for each month or part thereof in the event that the rent is not paid promptly as hereinafter provided.
- 8:05 The tenant agrees to reimburse to the landlord, in addition to the aforesaid liquidated damages, any expenses or service charges sustained by the landlord as a result of the return to the landlord, for any reason whatsoever, of any unpaid cheques of the tenant's.

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

- 8:06 The tenant agrees to pay the rent as aforesaid by issuing to the landlord a series of post dated cheques at the beginning of the term created hereby.
- 8:07 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 3 months written notice to the tenant, but not more frequently than once in a twelve month period not withstanding that the tenant may have been in occupancy a shorter period than 12 months.

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

- 8:08 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 assessed to the tenant at the tenant's apartment during the lease term.
- 8:09 The tenant agrees to make all arrangements to have electric, telephone and cable television services to be provided at the tenant's apartment installed and metered at the tenant's expense.

Landlord's Right to Entry During Lease Term

- 8:10 The tenant agrees and consents, within the meaning of Statutory Condition 6(1)6 of the **Residential Tenancies Act**, to permit the landlord, its servants 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 hereinbefore expressed for the purpose of fumigating the tenant's apartment from time to time and the landlord shall not be liable 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 from the tenant's apartment.
- 8:11 The tenant agrees and consents, within the meaning of Statutory Condition 6(1)6 of the **Residential Tenancies Act**, during the last month of the term hereinbefore expressed to permit the landlord, its servants or agents and any prospective tenant to enter the tenant's apartment to other prospective tenants.

Terms of Forfeiture & Re-Entry

- 8:12 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 that the relationship of the landlord and tenant created hereby may be terminated and any remaining term hereunder which is unexpired at the time of such rescission shall be forfeit to the tenant:
- (I) The tenant's failure to pay the rent promptly.
 - (II) The tenant's failure to comply with the terms of the lease and it's schedule appended hereto.
 - (III) The tenant's insolvency.

- (IV) The tenant's abandonment of the tenant's apartment or removal of the tenant's personal effects and furnishings therefrom without prior notice to the landlord.
- (V) The occupancy of the tenant's apartment to any party or person who is not a party to this lease or authorized hereby to occupy the tenant's apartment.
- (VI) 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 tenant's at the landlord's building.
- (VII) The wilful or negligent destruction or damage, of any appurtenance, fixture, appliance or thing of any nature or kind whatsoever in or upon 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 invitee, servant, agent or employee of the tenant.

Tenant's Responsibility for Tenant's Apartment During and Upon Vacating

- 8:14 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 measures 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.
- 8:15 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 damages suffered or for any claims made against the landlord by third parties in respect of such damages, sustained in respect of such equipment failure or breakdown.
- 8:16 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 in respect of such equipment failure or breakdown.
- 8:17 The tenant agrees that upon expiry of the term of this lease, the relationship of the landlord and tenant shall be terminated and the tenant shall peaceably yield up vacant possessions of the tenant's apartment to the landlord by prompt return of keys and in the event of failure to return the keys, the landlord, at his discretion, may consider the tenancy to remain in effect with rent and other obligations due and payable and all costs incurred by the landlord for access to the premises to be the responsibility of the tenant.
- 8:18 The tenant agrees that on the last day of the tenancy created hereby, the tenant shall vacate the tenant's apartment by no later than 12:00 o'clock noon (12:00pm) Nova Scotia time applicable as of the date of vacating.
- 8:19 The tenant agrees that at the end of the tenancy he/she/they will leave the apartment in good condition with due regard to fair wear and tear properly cleaned and clear of all items of ownership and garbage ready for a new tenant.
- 8:20 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 (60) days after such fire or casualty, then the relationship of the landlord and tenant created hereby shall cease as of the date of such casualty, with the rent being due and payable hereunder up to the date of such casualty, then the relationship of the 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 (60) day period, then the rent shall be interrupted from the date of such casualty to the date when the landlord's building or the tenant's apartment are restored to a habitable condition.
- 8:21 The tenant agrees to do nothing, nor suffer or permit anything 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.
- 8:22 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 the tenant's apartment.
- 8:23 The tenant agrees to indemnify the landlord and any other tenant of the landlord's building against any loss, injury, damage, cost, action or cause of action of any nature whatsoever caused by the tenant or his/her/their guests or other occupants' guests or servants, who are in or upon the landlord's building or tenant's apartment, with or without the express or implied consent of the tenant, resulting from any neglect, carelessness or misuse of the landlord's building or the tenant's apartment with or without the express or implied consent of the tenant.
- 8:24 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, steps, entranceway, walkway or parking area or other facility providing access to or being part of the landlord's building or the 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; and where any third party makes use of such facilities or of the landlord's building or the tenant's apartment at the invitation of the tenant, express or implied, or owing to the presence or occupancy of the tenant, and is injured, the tenant covenants to indemnify the landlord any claim made in respect of such injury and for any and all legal costs and other expenses actually incurred by the landlord for settling or defending any such claim.

- 8:25 The tenant agrees that notwithstanding the requirements of this lease or any requirement 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 the tenancy hereby created be liable or responsible for monetary damages to the tenant or to any third party for any personal injury, death, or loss of or damage to property if any nature whatsoever, that may be suffered by the tenant or any member of the tenant's family, his/her/their agents, guests or any other person who may be in or upon the landlord's building or the tenant's apartment, and in particular, without limiting the generality of the foregoing, the landlord, shall not be liable to the tenant or any third party for any damage to or loss of property which may be in or upon the landlord's building or the 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 or any other fixture, work, or appliance in or upon the landlord's building or the tenant's apartment, and whether or not caused by the negligence of the landlord or any servant, agent or employee of the landlord and the tenant agrees to carry insurance against any and all such risks of injury or damage to person or property, the cost of which insurance shall be borne solely by the tenant.
- 8:26 The tenant agrees that the tenant will not assign this lease or any renewal hereof nor sublet the tenant's apartment either in whole or in part, nor permit any other persons other than the tenant to have possession or occupy the tenant's apartment in any way including family relations, guests, or visitors without:
- A) the written consent of the landlord
 - B) supplying the landlord with the new tenant's completed tenancy application form
 - C) paying the landlord reasonable costs incurred by the landlord in the subletting or assignment
 - D) an inspection of the tenant's apartment or furnishings in as good a state of repair as the tenant received them, reasonable wear only excepted and payment of any arrears of rent or other outstanding charges
 - E) the tenant furnishing to the landlord his/her/their new address
- 8:27 The tenant agrees that any notice required to be given either by party pursuant to the provisions of this 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 (72) hours from the date of mailing.
- 8:28 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.
- 8:29 The tenant agrees that this lease contains the entire agreement between the parties and no term, condition, inducement, or consideration, not herein set out shall be deemed to form part of this lease or be binding upon the parties hereto.
- 8:30 The tenant agrees that each paragraph of this 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 is unenforceable then the remainder of the lease shall be binding and enforceable on the parties.
- 8:31 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 such 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%) per annum until such judgement is satisfied and the taking of judgement against the tenant shall not operate as a merger of this provision.
- 8:32 The tenant agrees that the provisions of this lease shall be jointly and severally binding upon each of the parties hereto.
- 8:33 The tenant agrees that time shall be of the essence of this lease.

SIGNED, SEALED, and DELIVERED
In the presence of

(Tenant/Tenants)

(Landlord)