



This Lease, made in duplicate, on the date below written.

Between:

TORONTO COMMUNITY HOUSING CORPORATION
(the "Landlord")

- and -

Insert All tenant(s) names(s) here. (Put in the names of all tenants who will be signing the lease)
(the "Tenant")

- Defined Terms** 1. The definitions set out in Schedule "A", attached, form part of this Lease.
- Leased Premises** 2. In exchange for the rents, agreements and obligations contained in this Lease, and of the facts stated by the Tenant in the Application for Rental Accommodation, the Landlord leases the Tenant the following premises (the "Leased Premises"):
- Suite, Apartment or Housing Unit No. **Unit #**
situated at **Building Address**
and being in the City of Toronto
- Term** 3. The term of this Lease shall be one (1) month, commencing on the first day of Month 20Year, and terminating on the date day of month 20year, and from month to month thereafter.
- Rent Payable** 4. The Tenant shall pay to the Landlord at any place they may designate, the total monthly rent (the "Rent") set out in this paragraph, in advance, on the first day of the month at the commencement of the Term:
- | | |
|---|------------------------------|
| Rent | \$Amount |
| Utility Charges | \$Amount |
| Parking (per vehicle permit)/Driveway/Private Garage Charge | \$Amount |
| Total Monthly Rent | <u>\$Total Amount</u> |
- In addition, the Tenant shall pay a pro-rated amount, based on the Rent, in the amount of Written dollar amount Dollars (\$number amount), in advance, to cover the broken period prior to the commencement of this Lease, from the date day of Month 20year, to the date day of Month 20year.
- Market Rent** 5. The monthly market rent for the leased premises as of the first day of the initial term is:
- | | |
|---|------------------------------|
| Market Rent | \$Amount |
| Utility Charges | \$Amount |
| Parking (per vehicle permit)/Driveway/Private Garage Charge | \$Amount |
| Total Monthly Market Rent | <u>\$Total Amount</u> |
- Services Provided by the Landlord** 6. The Landlord shall supply the following services and appliances:
list services and appliances, e.g. hot water, water, hydro, heating, gas, fridge, stove
- **If the Leased Premises contains a Landlord-owned washing machine and/or dryer, the Tenant is advised that the Landlord may remove the existing washing machine and/or dryer at any time, to be replaced with a Landlord-owned and -operated washing machine and dryer, and the Landlord specifically reserves the right to do so.
- Overholding** 7. In the event the Tenant remains in occupation of the Leased Premises after the expiration of the Term, until a new lease is presented by the Landlord to the Tenant for signature, the Tenant shall be deemed to be a tenant from month to month. The terms and conditions contained in this Lease shall continue to have effect, except that the Rent required to be paid by the Tenant may be changed from time to time by the Landlord, upon such notice to the Tenant as may be required by law.
- Tenant's Obligations** 8. The Tenant promises the following:
- Rent** (1) The Tenant shall pay the Rent to the Landlord, in the manner set out in paragraph 4, without any deduction or set off. The amount of the geared-to-income rent payable by the tenant for the leased premises is subject to change if the Tenant or Tenant's household income or circumstances change to the extent such that the amount of geared-to-income rent payable by the Tenant should change, or that the Tenant is no longer eligible for rent-geared-to-income assistance, The Tenant acknowledges that where the Tenant is no longer eligible for rent-geared-to-income assistance, the Total Monthly Market Rent shall apply.

of determining the Tenant's continued qualification for public housing. The entry is to be made only between the hours of 8 a.m. and 8 p.m., or at other times consented to by the Tenant. In cases of emergency, of which the Landlord shall be the sole judge, the Landlord may immediately enter the Leased Premises, at any time, without notice.

- Noise or Other Disturbances** (13) The Tenant, other occupants of the Leased Premises, or persons who are permitted in the Residential Complex by the Tenant, shall not make, permit or allow any improper or excess noise to be made in or about the Leased Premises or the Residential Complex, or do anything which may disturb or interfere with the rights, privileges or interests of other tenants or the Landlord.
- Fire/Health Hazards** (14) The Tenant shall not allow any activity or permit any condition to exist in the Leased Premises that may create a fire or health hazard.
- Parking** (15) (a) Where a driveway or portion of a driveway forms part of and is attached to the Leased Premises, with or without a garage attached, the Tenant shall have exclusive use of the driveway/garage or portion thereof. The Tenant shall be solely responsible for removal of snow and ice, salting or sanding, and maintaining the driveway free of debris. The Tenant may use the driveway/garage to park properly licensed and roadworthy passenger vehicle(s) or any other motor vehicle acceptable to the Landlord not exceeding 3,000 kg in weight. The Tenant shall not park or store the following types of vehicles: derelict vehicles, those that will put excessive weight on or otherwise cause damage to the Landlord's parking facilities, or vehicles which impede security by blocking sight lines to the Leased Premises.
- (b) Where the Tenant has otherwise leased a parking unit within the Landlord's parking facilities, the Tenant shall not have any right to use the parking facilities, except as permitted by the Landlord. The Landlord may, upon the written request of the Tenant and where parking space is available, permit the Tenant to park a properly licensed and roadworthy passenger vehicle or any other motor vehicle acceptable to the Landlord not exceeding 3,000 kg in weight. The Tenant shall not park or store the following types of vehicles: derelict vehicles and those that will put excessive weight on or otherwise cause damage to the Landlord's parking facilities. The Landlord may issue a windshield sticker or any other means of identification that the Landlord may designate for each vehicle permitted to be parked and the Landlord may designate the space in which the vehicle is to be parked by the Tenant.
- Pursuant to S. 8(18) below, the Tenant shall not assign or sublet any portion of the driveway/garage or parking unit, where applicable.
- Repair of Vehicles** (16) The Tenant shall not repair any vehicle or allow any vehicle to be repaired at the Residential Complex, without the prior written approval of the Landlord. If the Tenant fails to obtain the prior written approval of the Landlord for the repair of a vehicle at the Residential Complex or fails to keep a vehicle in roadworthy condition and furnished with valid current license plates, the Landlord may immediately remove the vehicle from the Residential Complex. The Tenant shall pay the Landlord all costs incurred by the Landlord to remove and dispose of the vehicle.
- Restrictions on Use of Leased Premises** (17) The Tenant shall not carry on or permit to be carried on, any business, professional or commercial enterprise, in the Leased Premises or Residential Complex, without the prior written approval of the Landlord. The Tenant shall not use or permit the Leased Premises to be used for any illegal act, trade, business or occupation.
- Subletting** (18) The Tenant shall not assign or sublet all or any part of the Leased Premises.
- Notice of Termination by Tenant** (19) The Tenant shall give the Landlord at least sixty (60) days prior written notice of the intention to move out of the Leased Premises. The notice shall be effective on the last day of a month. When vacating the Leased Premises, the Tenant shall leave the Leased Premises and all equipment or items which belong to the Landlord in a clean and good condition, consistent with its age and use.
- Showing Premises** (20) The Tenant shall permit the Landlord, after notice of termination of the tenancy has been given, to show the Leased Premises to any prospective tenant, between the hours of 8 am and 8 pm, without prior written notice, provided that before entering, the Landlord informs or makes a reasonable effort to inform the Tenant of the intention to do so.
- Rules and Regulations** (21) The Tenant shall comply with the Rules and Regulations set out in Schedule "B", attached, as well as any revisions or additions that the Landlord may make and communicate to the Tenant. The Tenant shall ensure that the Rules and Regulations are observed by other occupants of the Leased Premises, or persons who are permitted in the Residential Complex by the Tenant.

Landlord's Obligations

9. The Landlord promises the following:

- Reasonable Enjoyment** (1) The Landlord shall not, at any time during the Tenant's occupancy of the Leased Premises and prior to the execution of an eviction order, substantially interfere with the reasonable enjoyment of the Leased Premises or the Residential Complex for all usual purposes by the Tenant or members of his household.
- Services and Appliances** (2) The Landlord shall provide the Tenant with the services and appliances listed in paragraph 6 and shall keep the appliances in proper working order, except where they have been damaged by the

Tenant, other occupants of the Leased Premises, or persons who are permitted in the Residential Complex by the Tenant, in which case, the Tenant shall be responsible for the repairs.

- Heat** (3) If the Landlord is required by paragraph 6 to provide heat to the Leased Premises, it shall provide heat up to a reasonable temperature, in accordance with applicable Municipal By-laws. If the Landlord is not required by paragraph 6 to provide heat, the Landlord shall provide a heating system sufficient to maintain a reasonable temperature, in accordance with applicable Municipal By-laws. The Landlord shall not be liable for a failure to comply with any of these obligations because of a breakdown of the heating system, the making of repairs to the heating system or any circumstances beyond the reasonable control of the Landlord. The Landlord shall make all repairs with reasonable diligence.
- Repairs** (4) The Landlord shall maintain the Leased Premises and the Residential Complex in a good state of repair and fit for habitation during the tenancy and shall comply with health, safety, housing and maintenance standards. Upon being notified by the Tenant that any items are in need of repair, the Landlord shall make any necessary repairs within a reasonable period of time. The Landlord shall not be held responsible for damages or personal discomfort resulting from a breakdown of the electrical, mechanical, heating or ventilation systems or from any other matter which the Landlord, in exercising reasonable diligence, could not have known about or expected, or the cause for which is outside its reasonable control.
- Access to Premises** (5) The Landlord shall permit the Tenant, other occupants of the Leased Premises, or persons who are permitted in the Residential Complex by the Tenant with the consent of the Landlord, to enter the Leased Premises through the entrances to the building and through the lobbies, passageways, elevators and stairways leading to the Leased Premises.
- Apartment Buildings** (6) If the Leased Premises are situated in an apartment building, the Landlord shall provide janitorial services for the reasonable care and maintenance of the Residential Complex and shall provide reasonable facilities for garbage disposal.

General Terms

10. The Landlord and Tenant agree, as follows:

- Statute** (1) The *Residential Tenancies Act, 2006*, and the *Social Housing Reform Act, 2000*, apply to this Lease.
- Locks** (2) The Landlord shall not alter the locking system on any door giving entry to the Leased Premises or the Residential Complex or cause the locking system to be altered during the Tenant's occupancy of the Leased Premises, without giving the Tenant replacement keys. The Tenant shall not alter the locking system on any door giving entry to the Leased Premises or the Residential Complex or cause the locking system to be altered during the Tenant's occupancy of the Leased Premises, without the consent of the Landlord.
- Abandonment** (3) In the event the Tenant fails to take possession of the Leased Premises or vacates or abandons the Leased Premises, without giving proper notice to the Landlord, the Landlord may, without notice, re-enter and re-let the Leased Premises, without prejudice to its right to claim damages against the Tenant for unpaid Rent or other losses or damages suffered by the Landlord.
- Disposal of Property** (4) In the event the Tenant vacates, abandons or is evicted from the Leased Premises, the Landlord may sell, retain or otherwise dispose of any property found in or about the Leased Premises. The Tenant shall pay to the Landlord all costs incurred by the Landlord to store, remove and dispose of the property.
- Bankruptcy** (5) In the event the Tenant becomes bankrupt or insolvent, the Rent for the next three (3) months shall immediately become due and payable, and at the option of the Landlord, this Lease may be terminated.
- Tax Assessment** (6) The Tenant appoints the Landlord as his sole agent for the purposes of disputing any assessment of the Leased Premises for municipal taxes, including giving notices and taking any necessary proceedings.
- Waiver** (7) Neither the Landlord, nor the Tenant, shall be considered to have waived their rights to enforce any provision of this Lease, except where they have expressly waived their rights in writing.
- Notices** (8) For the purposes of providing notices under the *Residential Tenancies Act, 2006*, the Tenant's address for service shall be the Leased Premises, and the Landlord's address for service shall be the address set out below or any such address as the Landlord may designate in the future.
- Interpretation** 11. (1) This Lease shall be read with all changes of gender and number as may be required by the context.
- (2) Any reference to the Tenant in this Lease shall be deemed to include each of the Tenants and their respective heirs, executors and administrators, and all rights and obligations in this Lease shall be construed as being both joint and several.
- (3) The laws of the Province of Ontario shall apply to the interpretation of this Lease, and any reference to a statute in this Lease includes any subsequent amendments or replacement and substitution of that statute.

Signed this date day of Month 20year.

Landlord
TORONTO COMMUNITY HOUSING CORPORATION
931 Yonge Street
Toronto ON M4W 2H2

Witness

Tenant

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Duplicate Lease The Tenant acknowledges receiving a duplicate signed copy of this Lease.

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SCHEDULE "A"

Definitions

In the Lease:

"Household Income" means the combined Income, less any deductions that the Landlord may specify, in writing, from time to time, of:

- (a) the Tenant and every person residing in the Leased Premises; and
- (b) every Tenant that is party to the Lease temporarily resident elsewhere.

"Household Pests" means undesirable insects, mammals or other vermin, and includes, but is not limited to ants, cockroaches, silverfish, mice, rats or other rodents.

"Income" means all income, benefits and gains, of every kind and from every source, and includes, but is not limited to the following:

- (a) gross salaries, wages, overtime payments, commissions, bonuses, tips or gratuities;
- (b) the gross annual income from any form of self-employment, including an owned business, less itemised business deductions as allowed by Revenue Canada, except for the following:
 - 1. capital cost allowances for the depreciation of assets;
 - 2. rent paid by the tenant for the unit occupied by the tenant, where the tenant operates the business from the unit;
 - 3. child care expenses.
- (c) the gross amount of employment insurance benefits;
- (d) the gross amount of workplace safety and insurance payments or other industrial accident insurance payments made because of illness or disability;
- (e) the gross amount of any old age security, federal guaranteed income supplement, spouse's allowance or financial assistance under the Ontario Disability Support Program (ODSP) or its predecessor;
- (f) the gross amount of every kind of pension, allowance, benefit or annuity, whether from a federal, provincial or municipal government of Canada or any level of government of any other state or country, or from any other source;
- (g) the gross amount of alimony, separation, maintenance or support payments;
- (h) the gross amount from investments, and includes, but is not limited to dividends, stocks, shares or other securities, and where the actual income cannot be determined, an imputed rate of return, as determined by the Landlord from time to time;
- (i) the gross interest income from savings or chequing accounts in any bank, trust company, credit union or other financial institution;
- (j) the gross amount of interest earned or payable from bonds, debentures, term deposits or investments, certificates, mortgages, capital gains or lump sum payments or other assets;
- (k) an imputed income equal to the total appraised value of all assets or investments which do not produce interest income, but are intended to appreciate in value or are given away, all of which must be declared by the Tenant, multiplied by an imputed rate of return, as determined by the Landlord from time to time.

"Residential Complex" means,

- (a) a building or related group of buildings in which one or more rental units are located,
- (b) a mobile home park or land lease community,
- (c) a site that is a rental unit,
- (d) a care home, and

includes all common areas and services and facilities available for the use of its residents.

SCHEDULE "B"

Rules and Regulations

- Moving** 1. The Tenant's personal property shall not be taken into or removed from the Leased Premises, except at a time and in a manner that has been approved by the Landlord. The Tenant shall reimburse the Landlord for all damages to the Leased Premises or the Residential Complex, caused by moving the Tenant's personal property into or out of the Leased Premises.
- Keys** 2. The Tenant shall be furnished with two (2) keys to the Leased Premises and shall return all keys to the Landlord when vacating the Leased Premises.
- Pest Control** 3. The Tenant's personal property shall be in a clean and sanitary condition, and shall be free from household pests. The Landlord may inspect the Tenant's personal property before it is moved into the Leased Premises, and may require the Tenant to have it treated at the Tenant's own expense and to the satisfaction of the Landlord, to ensure that household pests have been eliminated. The Landlord, between the hours of 8 a.m. and 8 p.m., shall have the right to enter the Leased Premises, upon giving twenty-four (24) hours prior written notice to the Tenant, to inspect the sanitary condition of the Leased Premises and the Tenant's personal property, and to perform, when necessary, in its opinion, and at the Tenant's expense, all appropriate pest control treatments required to eliminate household pests from the Leased Premises and the Residential Complex.
- Halls** 4. The sidewalks, passages, public halls, stairways, fire escapes and vestibules shall not be obstructed or used for any purpose other than gaining access to and from the Leased Premises.
- Windows, Screens and Balconies** 5. No articles of any description shall be hung from the windows, doors or balconies and nothing shall be placed on the exterior windowsills or stored on the balconies. The Tenant shall not throw any article from a window or balcony or remove any window screen or pane, except for cleaning or repair purposes and any window screen or pane shall be replaced immediately after being cleaned or repaired.
- Window Safety Stops** 6. The Tenant shall not remove window safety stops.
- Barbecuing** 7. The Tenant shall not barbecue on the balcony or any other part of the Leased Premises or the Residential Complex without the prior written consent of the Landlord.
- Safety Equipment** 8. The Tenant shall not tamper with or disconnect any heat, smoke or carbon monoxide detectors, fire alarms, door closers, or any other safety equipment installed in the Leased Premises or the Residential Complex by the Landlord.
- Wiring, Plumbing, etc.** 9. No additional heating units or electrical wiring shall be installed in the Leased Premises, without the prior written approval of the Landlord. The Tenant shall not overload the electrical circuits or use fuses in excess of fifteen (15) amperes in the lighting circuits or use the electrical, plumbing or gas equipment for any purpose other than those for which they were constructed.
- Vents** 10. Air-vents attached to steam radiators shall not be opened or tampered with by the Tenant, and radiator valves must be turned off tight or on full.
- Water** 11. The Tenant shall not leave water running, unless it is being used.
- Laundry Equipment** 12. Washing machines or clothes dryers shall not be used or installed in a Leased Premises situated in an apartment building, except for washing machines and clothes dryers owned and installed by the Landlord.
- Air-Conditioners** 13. Air-conditioners shall not be used or installed in Leased Premises situated in an apartment building, without the prior written approval of the Landlord. The Landlord may charge a fee for each air-conditioner used or installed in the Leased Premises.
- Antennae** 14. The Tenant shall not use or install any radio antenna, television antenna or satellite dish, located outside the Leased Premises, without the prior written approval of the Landlord. The Landlord may charge a fee for each antenna or satellite dish used or installed in the Leased Premises.
- Signs** 15. The Tenant shall not display any sign, advertisement or notice, in or about the Leased Premises, except for campaign posters during a Federal, Provincial or Municipal election.
- Garbage** 16. All garbage shall be disposed of as directed in the Resident's Guide or Resident's Handbook, or as otherwise directed by the Landlord. The Tenant shall not use the garbage chute for the disposal of aerosol cans, explosive or combustible materials or any burning materials.
- Snow Removal** 17. The Tenant shall be responsible for the removal of ice and snow from the entrance walks and public sidewalks fronting or otherwise bordering on the Leased Premises, and driveways/garages where applicable, except where the Leased Premises are situated in an apartment building.
- Lawns** 18. The Tenant shall be responsible for maintaining, in good order and condition, any lawn or garden that forms part of the Leased Premises.

- Swimming Pool** 19. Where the use of a swimming pool is provided in conjunction with the Leased Premises, the Tenant shall abide by the applicable regulations, which may be posted in the vicinity of the swimming pool or delivered or mailed to the Tenant.
- Personal Property** 20. All personal property placed in the Leased Premises or in any part of the Residential Complex shall be at the sole risk of the owner of the personal property. The Landlord shall not be responsible for any loss or damage to the personal property from any cause, other than through the negligent or wilful conduct of the Landlord.
- Insurance** 21. The Tenant shall be responsible for obtaining, at his own expense, adequate insurance coverage against damage to the Leased Premises, loss of personal property and public liability.
- Respect** 22. The Tenant shall respect the rights, privileges and interests of other tenants.
- Resident's Guide** 23. The Tenant acknowledges receiving a copy of the Resident's Guide or Resident's Handbook, if such document is published or provided by the Landlord.