

## Landlord Rules and Regulations

This document is an inclusion to the  
Innovative/Saskatoon Real Estate Residential Lease Agreement

**Tenants are responsible for any damage to the property caused by deliberate or negligent acts done by the tenant, the tenant's family, guests, or visitors. The provided Disclosure of Cleaning & Repair Costs will be used to assess the total amount due from the tenant's Security Deposit.**

The following includes a list of applicable rules and regulations for tenancy:

- Furniture:** Possessions need to be moved in such a manner as to NOT cause any marks or damage to the floors, walls, doors carpets, lighting, or stairwells.
- Floors:** Floors should be kept clean by the tenant at all times. To ensure sound suppression, rugs shall be laid and chair pads should be attached to all chair legs to. Carpets will be professionally cleaned prior to move in and you will be required to **professionally clean** them on move out. We will require a receipt.
- Walls:** Spikes, hooks, nails, screws or stick-on hangers shall not be used on the walls, floors, doors, ceiling, trim or cupboards of the properties. Only hardware specifically designed for picture hanging may be used on walls. Tenant shall not paint, paper or decorate any part of the premises
- Windows and Doors:** All windows, locks, and trimmings upon the doors and windows of the premises shall be kept whole, and any damaged part must be immediately replaced or repaired to the satisfaction of the landlord. Windows shall not be allowed to remain open so as to admit rain or snow which may cause damage to the property. Tenants disregarding this rule are to be held responsible for any resulting damage. Drapes or blinds are the only coverings that may be used on the windows. No sheets, flag, foil or like materials are permitted to cover the windows. No Tenant shall replace or change the appearance of any drape or blinds installed or supplied by the Landlord without prior written approval of the Landlord.
- Balconies and Patios:** Cleaning utensils, bedding or rugs shall not be shaken or beaten from any window, door or balcony. Hanging or drying of clothing is not permitted on the balcony. The balcony shall not be used for storage. Only summer furniture may be placed on the balcony. Nothing shall be allowed to overhang any windowsill or to project beyond/over any balcony railing. Nothing is to be thrown over the side of the balcony including water or cigarette butts. Only electric or propane barbecues are permitted; no charcoal briquette.
- Locks:** Additional locking devices shall NOT be placed upon any door of the premises, and the present locks shall not be altered.
- Garbage:** Tenants shall not place, leave or permit to be placed or left in any common areas of the buildings or balconies any debris or refuse. Tenants shall bag and tie all garbage and place it in the dumpster provided for that purpose. Dumpsters are for household garbage only, no furniture, appliances or the like shall be deposited in or around the dumpster.
- Noise:** The Tenant (or tenants' guests) shall not make noise of any kind, **at any time**, which in the opinion of the landlord may disturb the peaceful enjoyment of other occupants, including the playing of any TV, stereo, or musical instruments.
- Animals:** Birds, dogs, cats, reptiles or other animals will not be permitted in, upon or about the premises without the express prior written consent of the property owner. Consent, if given, shall be revocable by the property owner at any time.
- Plumbing:** Water shall not be left running unless it is in actual use in the premises or in the laundry attached to the premises. No plumbing fixture shall be used for any purpose except that for which they are constructed. No sweepings, garbage, rags, or any other similar substances shall be thrown therein. Any damage resulting to the drains from misuse or from unusual or unreasonable use shall be borne by the tenant to whose apartment the damage is traceable.
- Electrical Installations:** The landlord or his agents will direct electricians where and how the wires are to be introduced, for telephone service and without such direction drilling or cutting for wires will not be carried on. If a tenant desires to install, add to or alter gas or electric light fittings he must arrange with the landlord for the necessary connections and no gas pipe or electric wire may be introduced without the prior written consent of the landlord. The tenant shall not install on his premises additional equipment, additional electrical circuits, or additional electrical or other appliances that may overload existing electrical circuits without the prior written consent of the landlord.
- Aerials:** A telephone, radio, television aerial, or satellite dish shall not be erected, installed or affixed to the building by the tenant.
- Fire Risks:** The tenant shall not do or permit anything to be done in the premises, or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance premium on the building, or on property therein, or which shall obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fires or the regulations of the fire department or with any insurance policy upon the building, or conflict with any of the rules and ordinances by the Board of Health or with any statute or municipal by-laws. **Absolutely no live Christmas trees permitted on the premises.**
- Signage:** The tenant shall not inscribe, paint or affix signs, advertisements or notices on any part of the outside of the structure.
- Late Rent:** There is a \$25.00 NSF fee for any AD or Chks that do not process as well as a \$25.00 late charge for any rents late 3days after the 1<sup>st</sup> of the month-Rent is due and Payable by the 1<sup>st</sup> of every month.
- Parking:** Tenants will be assigned a parking stall for their unit. Tenants and their guests shall not park their vehicles in any unauthorized area. All vehicles parked in an unauthorized area will be ticketed receive a \$50 ticket. All vehicles must be insured, in good running condition, & not leaking oil or other fluids. No mechanical repairs to vehicles shall be done in the parking lot. Uninsured or in-operational vehicles will be towed at the vehicle owners' expense. The Landlord is NOT responsible for and cannot guarantee that unauthorized vehicles will not park in tenant numbered parking stalls.
- Landscaping:** Tenants, their families and their guests shall not harm, mutilate, destroy or alter the landscaping works attached to the property, including grass, trees, shrubs, hedges, flowers and flower beds.
- Guests:** Tenants are responsible for all their guests' activities and if their guests cause damage or disturb other tenants they may face eviction.
- Smoking/Marijuana** **This is a NON-SMOKING building for any substance. You must smoke outside and away from the building.** No plants can be grown in the suite that may cause undue condensation or nuisance including **Marijuana**.

**Warning and Notices:**

A three-warning system will be in place for negligent behavior, noise disturbances, or for failure to comply with the rules and regulations above. Tenants may be subject to eviction after receiving a 3<sup>rd</sup> written warning from the landlord.

**OTHER persons: OCCUPANTS**

The Landlord agrees that in addition to the Tenant, the premises may be occupied only by the following other

- 1. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_
- 2. Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Together with any increase in the Tenants' family, but in any event not exceeding a total of 4 persons in any 2 bedroom unit and 5 persons in any 3 bedroom unit, unless the Landlord consents in writing to the occupation of the premises by some other or an additional person or persons.

**PAYMENT SCHEDULED FROM:**

**RENT** 1. The Tenant agrees to pay rent to the Landlord on or before the 1st day of each month as follows: \_\_\_\_\_ (dd/mm/yyyy)

**FOR RENTAL UNIT** \$ \_\_\_\_\_ / month

**GARAGE** \$ \_\_\_\_\_ / month

**EXTRA PARKING STALL** \$ \_\_\_\_\_ / month

**STORAGE LOCKER** \$ \_\_\_\_\_ / month

**TOTAL** \$ \_\_\_\_\_ **PAYABLE MONTHLY**

In addition, the Tenant(s) agree \_\_\_\_\_

Note: \_\_\_\_\_

**LATE CHARGES** 2. Rent is considered late if it has not been paid one day after due date. In this case the landlord is entitled to charge a \$25.00 late fee.

**TERMINATION UPON THREE (3) DAY NOTICE** 3. If the Tenant fails to pay the rent when due or any of the other terms and conditions of this Rental Agreement are breached, the Landlord may terminate this tenancy and Agreement upon three (3) days written notice. The Tenant will have until the end of the third day following delivery of the notice to correct the matter in default or deliver possession to the Landlord. During this time, Tenant's rights are only forfeited, not terminated and Tenant remains liable for rent for the balance of the lease.

**UTILITIES** 4. In addition to the rent for which provision is made in Clause 4 of this Agreement, the Tenant agrees to pay on demand to the appropriate authorities the cost of the following services.

**Electricity      Heat      TV/Cable      Telephone Internet**

The Tenant shall be responsible for and pay when due all charges for the individually metered utilities and services related to the Premises including without limitation, electricity and cable television unless otherwise provided for herein, it being agreed that all charges shall be considered to be rent and collectable as rent.

**APPLIANCES** 5. The Landlord agrees that throughout the term of this Agreement, the Landlord will supply to the Tenant, at the sole cost of the landlord, the following items  
**Refrigerator Range/Stove Dishwasher Washer & Dryer Over-the-Range Microwave Blinds**

**SECURITY DEPOSIT** 6.

- a) By the execution of this Lease, the Landlord and the Tenant hereby agree that interest at the rate prescribed by regulation pursuant to the Residential Tenancies Act on the security deposit shall not be paid annually but that such interest shall be compounded annually and shall be paid to the Tenant on the termination or expiration of the tenancy created by this Lease herein;
- b) The Tenant agrees that any deposit refundable to the Tenant may be paid by the Landlord to any of the Tenants or to all names shown as Tenants on the Lease;
- c) The Landlord agrees to deposit the Security Deposit received from the Tenant in an interest-bearing account at a financial institution within two (2) banking days after receiving the Security Deposit and approving the rental application, as required by the Residential Tenancies Act.

**INTEREST ON SECURITY DEPOSIT** 7. The Landlord agrees to pay to the Tenant interest on the Security Deposit at the rate or rates prescribed by the Residential Tenancies Act and the regulations thereto, as applicable. Security Deposit returns and/or reports of charges must be post marked within 7 days of the Tenant surrendering possession of the premises

**INSPECTION OF PREMISES** 8. The Landlord and the Tenant agree to complete an inspection of the premises prior to the Tenant's taking possession of the premises and on the day of the Tenant's surrendering possession of the premises. The Landlord agrees to provide the Tenant in each instance with a report of the inspection that describes the condition of the premises. The Landlord may complete the inspection without the Tenant if the Tenant has refused to take part in two inspections suggested by the Landlord to take place on different days, on days that are not holidays and between 8:00am and 8:00pm. The Landlord agrees that the inspection reports will contain true statements regarding the condition of the premises and the Landlord and the Tenant agree that the inspection report will be signed as required by the Residential Tenancies Act.

**RESIDENCE 9.** The Tenant shall use the Premises only as a residence for the Tenant. The Tenant shall not allow the Premises to be used for any illegal or commercial use, or for any purpose whereby the policy of insurance maintained by the Landlord may be rendered void or voidable or subject to an increase in premium.

**10.** The Landlord agrees that the premises supplied to the Tenant by the Landlord at the commencement of the term of this Agreement shall be in a reasonably good state of repair and reasonably clean and that insofar as the Landlord is responsible for the maintenance of the premises pursuant to this Agreement, they will be maintained in a reasonably good state of repair. The Landlord also agrees that any items supplied by the Landlord pursuant to this Clause 7 of this Agreement, shall be in good working order and capable of full enjoyment by the Tenant and shall be maintained by the Landlord in a reasonably good state of repair throughout the term of this Agreement.

The Tenant agrees to take good care of the premises and keep them in reasonably clean condition and to take good care of any items supplied to the Tenant by the Landlord pursuant to this Agreement.

The following shall **not** be considered "normal wear and tear": burns, stains and other marks on the floors, carpets and walls: chips or cracks in equipment, fixtures, glass, screens, appliances, and porcelain such as sinks, toilets, lights, etc.; knife cuts, burns, stains, etc. to counter tops.

**MAINTENANCE COSTS 11.** The Tenant shall be responsible for:

- a) the costs of repairing plugged toilets, sinks and drains; and
- b) the costs of replacing or repairing all windows, screens and light fixtures damaged, broken, removed or destroyed at any time during the tenancy;
- c) the costs of repairing appliances; provided that the foregoing costs were incurred as a result of the negligence or willful misconduct of the Tenant or any other person(s) invited on the premises by the Tenant.

**MAINTENANCE AND REPAIRS –** Contact the Property Manager weekdays between 8:00am and 5:00pm to arrange for maintenance and repairs. Only emergency calls will be accepted after regular hours and during weekends.

**KEYS, LOCKS 12.** Any changes, alterations or additions to existing locks require prior written approval by the Landlord. Should Tenant misplace or lose the key to the premises and become locked out, Landlord may charge the Tenant to open premises and/or to provide a key to Tenant or the Tenant may at his own expense call a Locksmith. Any damages caused by break-in by Tenant will be attributed to the Tenant. Upon vacating the premises ALL keys will be returned to the Landlord. In the event the keys are not returned the locks will be changed at the Tenant's expense. Rent may be charged until all keys are received by Landlord.

**ABANDONMENT 13.** Abandonment will occur if either (1) without notifying Landlord, Tenant is absent from the unit for seven days while rent is due and owing, even though Tenant's possessions (all or part) remain on the premises; or (2) without notifying Landlord, Tenant is absent one day while rent is due and owing and the Tenant's possessions have been removed from the premises.

If Tenant abandons premises, Landlord may retake possession of the premises. Tenant possessions left on the premises may be removed by the Landlord to storage and Landlord shall attempt to notify the Tenant of this action. Tenant may claim possessions by paying moving and storage charges in addition to any other charges due and owing. If Tenant fails to claim said property within thirty days of removal from the premises, Landlord may dispose of the property and apply any proceeds toward any amount owed by the Tenant.

**TENANT'S INSURANCE 14.** It shall be the responsibility of the Tenant to insure the Tenant's property on the premises against damage or loss to such

property occasioned by fire, theft and any other perils, which cause such damage or loss and to provide proof of such insurance prior to occupancy.  
(initials) \_

**BEHAVIOUR 15.** The Tenant will not cause, and the Tenant will ensure that the family and guests of the Tenant do not cause; a nuisance or disturbance to any other tenants in the buildings or grounds, which the premises are located.

**RULES 16.** The Tenant will observe and comply with the Landlord's RULES AND REGULATIONS, which are attached to and form part of this Agreement, with such reasonable variations and modifications as may be made to such RULES and REGULATIONS from time to time by way of reasonable written notice from the Landlord to the Tenant, provided that such variations and modifications do not modify this Agreement and are clear and fair and are intended to either:

- a) promote the comfort, convenience, safety or welfare of the Tenant, the family and guests of the Tenant and all other tenants for which the premises form a part, if any;
- b) preserve the Landlord's property from abusive use or promote the care and cleanliness of the premise, the building of which the premises form a part, if any, or the property on which the building is located, or
- c) make a fair distribution of services or facilities provided for the Tenant's use.

#### **RIGHT OF**

**Entry 17.** Except as otherwise permitted by Clause 20, the Landlord shall not enter the premises without the consent of the Tenant or any adult person lawfully on the premises, the Landlord shall have the right to enter the premises

- a) without notice or consent if the Landlord has reasonable grounds to believe that an emergency exists or that the Tenant has abandoned the premises, or,
- b) without consent but after written notice to the Tenant,
  - (i) to inspect the state of repair of the premises,
  - (ii) to make repairs to the premises,
  - (iii) to show the premises to prospective purchasers or mortgagees of the premises, or
  - (iv) to show the premises to prospective tenants after a notice of termination has been served, by giving a minimum of 2 hours' notice to the tenant as required under the Residential Tenancies Act of Saskatchewan.
  - (v) The notice shall be served on the Tenant at least 24 hours before the time of entry, the entry must be between 8:00am and 8:00pm and the entry must be made on a day that is not a holiday or the Tenant's day of worship. The notice must be signed by the Landlord or the Landlord's agent, must state the reason for entry and must name a time and date of entry consistent with the above requirements.

#### **QUIET**

**Enjoyment 18.** The Landlord acknowledges that in executing this Agreement, the Landlord is exercising the Landlord's lawful power, and in so executing, grants the Tenant the right of full use and occupation and peaceful enjoyment of the premises with such security of tenure as is provided pursuant to this Agreement.

#### **LIABILITY**

**For Rent 19.** When two or more persons comprise the Tenant for the purposes of this Agreement, the Landlord may collect the rent due to the Landlord pursuant to this Agreement from any or all of them and each and every Tenant can be held individual for complete payment of rent or any other costs.

#### **OBSERVANCE**

**OF LAWS 20.** Such requirements as presently exist and may in the future be enacted in law with respect to the relationship between landlords and tenants and with respect to such matters as health, sanitation, fire, housing and safety standards shall be observed by both the Landlord and the Tenant. **THE LANDLORD AND TENANT AGREE TO COMPLY WITH ALL OBLIGATIONS.**

**BINDING**

**EFFECT** 21. Subject to this Agreement, this Agreement shall extend to, be binding upon and to the benefit of the heirs, executors, administrators, and assigns of each party hereto.

**LANDLORD'S**

**ADDRESS** 22. The Landlord will advise the Tenant of the street address and postal address of the Landlord within seven (7) days of the Tenant's taking possession of the premises and will advise the Tenant of any change in such information, as required by the Residential Tenancies Act.

**SEVERANCE** 23. Should any provision(s) of the Lease and/or attached schedules be illegal or unenforceable under the laws of the Province of Saskatchewan, it or they shall be severable and the balance of the Lease or the balance of the schedules as the case may be shall have included.

**Smoking / Plants**

24. **This is a NON-SMOKING building for any substance. You must smoke outside and away from the building.** No plants can be grown in the suite that may cause undue condensation or nuisance including **Marijuana**.

**PETS**

25. No animal, fowl, fish, reptile and/or pet of any kind shall be kept on or about the premises without obtaining prior written consent and meeting the requirements of the Landlord. Such consent if granted, shall be revocable at the Landlord's option upon giving a 30 day written notice. Small pets allowed at the discretion of the manager. For documentation purposes a non-refundable pet fee in the amount of \$150.00 was received on \_\_\_\_\_, 20\_\_\_\_. This fee is non-refundable. Tenant has no pet

**ADDITIONAL PROVISIONS**

- 26. Landlord's Rules & Regulations (initial if attached) **(initials)** \_\_\_\_\_
- 27. Checkout Requirements (initial if attached) **(initials)** \_\_\_\_\_
- 28. Standard Conditions of a Tenancy Agreement (initial if attached) **(initials)** \_\_\_\_\_
- 29. Receipt of a copy of this agreement is acknowledged **(initials)** \_\_\_\_\_

**IF THERE IS MORE THAN ONE TENANT, THEIR LIABILITY SHALL BE JOINT AND SEVERAL.**

\_\_\_\_\_  
Tenant Name

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord Representative Name

\_\_\_\_\_  
Landlord Representative Signature

\_\_\_\_\_  
Date