



STANDARD FORM OF LEASE
(Residential Tenancies Act R.S.N.S. 1989, c.401)

PARTIES

1. This agreement is made in duplicate between

Landlord Moore Student Living Canada
Name
1266 Queen Street
Municipal/Civic Address PO Box (if applicable)
Halifax, NS
City / Town & Province Postal Code
902-877-5350 902.407.5111 info@mooresuites.com
Phone (bus) Phone. (res) Fax Email
Tenant
Name(s)

OCCUPANTS

Other adults or children who will occupy premises
Type of Property Apartment

Specify
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 located at:

Street Apt. No. City / Town & Province Postal Code

Tenant's Current Mailing Address:

Tenant's mailing address (PO Box if applicable) Postal Code
Tenant's Phone # (home) (work) (fax)

EMERGENCY CONTACT

Emergency Contact Information for the Tenant

Next of Kin
Emergency Contact - name Phone# (work) (home)

The residential premises described above are administered under a public housing program as defined in clause 2(fa) of the Residential Tenancies Act. If applicable, 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:

Moore Student Living Canada
Name
Civic Address Phone# (work) (home)

4. The current superintendent for the building is:

Name

Address _____

Phone # _____

Fax # _____

Emergency Phone# _____

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 at the respective addresses noted above to:

- the landlord / owner (and/or) the agent or property manager, or
 the superintendent.

LEASE
BEGINS

6. Lease type (complete either 8A for periodic lease or 8B for fixed-term lease, but not both)

6A Periodic lease

The tenancy is to start on the ____ __, and this is the anniversary date as defined in the Act.

The term is to run (check one)

- year-to-year
 month-to-month
 week-to-week

and the tenancy continues until the landlord or the tenant gives proper notice to terminate.

6B Fixed-term lease

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.

RENT

7. The tenant will pay rent of \$ ____ per _____ (indicate week or month) by:

- Cash Pre-authorized automatic withdrawal
 Post-dated cheques Cheque Other _____

Rent is due on the 1st day of each month/week (as indicated above) and is payable to Moore Student Living. A late payment fee, if any, shall be charged at no more than 1% per month of the monthly or weekly 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 written notice to the tenant of any 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 rental increases and notice requirements do not apply.

RENTAL
INCENTIVE
(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:

Appliances

- stove
- fridge
- washer & dryer
- dishwasher
- furniture
- other (define)

Utilities

- washer & dryer (coin operated)
- cable service
- heat
- water
- hot water
- electricity
- parking

of spaces - Space #s

The landlord is responsible for providing these items and services and the deletion of an item or service is deemed to be a rental decrease.

The tenant is responsible for the following:

- Lawn care
- Snow removal
- Garbage removal
- Separation of recyclables, organics and refuse
- Tenant Insurance
- Late payment charges
- Returned cheque charges
- Parking \$ _____/mth # of spaces _____ Space #s _____
- Locked out charges / keys not to exceed \$50.00

10.

Additional obligations:

- No Smoking in unit

SECURITY DEPOSIT

11.

- A security deposit is not required.

OR

- A security deposit of \$ ____ (not to exceed 1/2 month's rent) will be deposited for the tenant by the landlord at Scotiabank
Financial Institution / Branch

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 as Schedule "____". Tenants in a public housing program are not permitted to sublet the premises.

RENTAL ARREARS

13. In a fixed-term, year-to-year or month-to-month tenancy, if a tenant is in arrears in paying the rent for 15 days or more, the landlord may give 15 days' written Notice to Quit the premises using Form D. Within 15 days after receiving the Notice to Quit, the tenant may

- (a) pay to the landlord the rent that is in arrears, and on payment of that rent the Notice to Quit is void and of no effect and this lease continues; or
- (b) apply to the Director for an order setting aside the Notice to Quit.

If the tenant does not pay the rental arrears or make an Application to the Director within 15 days after receiving the Notice to Quit, the tenancy is terminated and the tenant must vacate the premises by the effective date of the notice.

In a week-to-week tenancy, if a tenant is in arrears in paying the rent for 7 days or more, the landlord may give the tenant 7 days' 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 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 shall be given in writing.

By the Tenant

- mobile home lot at least one full month before the end of the tenancy
- yearly at least 3 full months before the anniversary date
- monthly at least 1 full month's notice before the end of any month
- weekly at least 1 full week's notice before the end of any week

By the Landlord: A landlord may not give a notice to quit except in accordance with Section 10 of the Residential Tenancies Act.

Where a tenant has security of tenure the landlord must apply to the Residential Tenancies Board for the notice to quit.

GENERAL

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

17. Any or all tenants signing this lease take full responsibility for all of its terms and conditions. **Any or all tenants signing this lease take full responsibility for complying with all of its terms and conditions. Attachments (initials required)**

1 _____ At least one tenant has received a copy of the Act and regulations within 10 days of the earliest of:
 (a) the date specified in the lease as the start of the tenancy;
 (b) signing the lease;
 (c) receiving keys to the premises;
 (d) taking possession of or occupying the premises.

2 _____ All tenants have received a copy of the signed lease within 10 days of the date of the signing of the lease.

3 _____ All tenants have read, signed and received the rules and attachments to this lease.

**SIGN BOTH COPIES SEPARATELY
 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 TERM, THE LAW REQUIRES THAT YOU MUST GIVE AT LEAST 3 MONTH'S WRITTEN NOTICE ON OR BEFORE _____
 Notice Date — 3 months prior to anniversary date



OTHERWISE THE LEASE WILL AUTOMATICALLY BE RENEWED FOR ANOTHER YEAR UNLESS UNDER A FIXED TERM LEASE.

IF YOU WISH TO TERMINATE A MONTH-TO-MONTH LEASE, OR A MOBILE HOME LOT 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.

Date

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 Attached to Standard Form Residential Lease

- (1) Notwithstanding any lease, agreement, waiver, declaration or other statement to the contrary, where the relation of landlord and 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:
1. Condition 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 Residential Tenancies Board.
 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 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 an 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 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, neither the landlord nor the tenant shall, 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 of the monthly rent

(2) Statutory Conditions Respecting Mobile Homes

In addition to the statutory conditions set out in subsection (1) above, 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 or a mobile home in a mobile home park:

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 or 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. (a) 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.
- (b) The Landlord may set reasonable standards for mobile home equipment.
 - (c) Where a person who does not live in the mobile home park and who is offering goods or services for sale
 - (i) unduly disturbs the peace and quiet of the mobile home park;
 - (ii) fails to observe reasonable rules of conduct that have been established by the landlord; or
 - (iii) violates the traffic rules of the 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.