

One-Year Lease Agreement regarding a Room for Lease at Barrington House

This is a binding contract. Please read carefully.

1280 Barrington Street
Halifax, Nova Scotia, B3J 1Y5

Do not sign this lease unless you are prepared to meet all financial and behavioral obligations. This is a legally binding contract. You should read it and understand it before signing it. It has no provisions for release, early termination, or cancellation by you.

THIS LEASE is made on this date of:..... [year/month/day] by and between Penny Hamilton, hereafter referred to as LESSOR, and, hereafter referred to as LESSEE, regarding the leasing of a room, also known as a UNIT, in the residence of: 1280 Barrington Street, Halifax, Nova Scotia, B3J 1Y5, which hereafter will be referred to as the PREMISES.

WITNESSETH: The lessor does hereby lease and rent unto the Lessee, and the Lessee does hereby accept to be tenant to said Lessor, the following described premises in Halifax, Nova Scotia: a unit, identified as, at the residence of 1280 Barrington Street, B3J 1Y5 for use and occupation as private residence, and for no other or different objects and/or purposes, for and during the term of twelve (12) months. From the 1st day of September, [year] to the 26th day of August, [year] and covenants to keep the Lessess in possession of the premises during said term. It is made clear for the purposes of this lease that: will be acting as property manager and agent for Lessor. All of said unit resides inside of said premises and is subject to all rules governing the premises, unless an exception is noted below. All of said premises is not limited to said unit and may encompass additional or alternative rules applicable only to said premises.

IN CONSIDERATION WHEREOF, the Lessee agrees to pay the Lessor, the sum of \$..... [year-end total amount] payable in monthly installments on the 1st day of each calendar month of said term in advance as rent for said unit. The monthly payment shall be \$..... [monthly payment] payable by twelve (12) post-dated cheques. Please date cheques sequentially, according to month, and make cheques payable to: Penny Hamilton.

SECURITY DEPOSIT: A security deposit of \$..... [1/2 of one month's rent] shall be paid to Lessor and/or Lessor's agent and/or assigns by Lessee. This money shall be forwarded to Lessor to hold until time designated by this lease. Lessor is responsible for refunds. Lessor's agent may help in assistance only for refund. Upon move-out, any fees for carpet cleaning, extra ordinary maintenance or necessary repair beyond normal wear and tear will be deducted from the security deposit. It is expressly understood and agreed (but not limited to) that burns, stains, soilings, marks, dents, holes, wall punctures, missing parts, mechanical defects or impairments, and other excessive soilings of the carpets do not constitute normal wear and tear. Lessor will subtract returned cheque or late charges from Lessee's security deposit if outstanding. Lessor reserves the right to re-key all locks to the leased premises at Lessee's expense should Lessee not return all keys to Lessor upon time of move-out. Please refer to the Security Deposit Addendum for further explanation of refund.

FURNITURE LEASE: The furniture included in the room and specified in the room description, is additionally leased to the Lessee for the duration of one year, beginning from the date of the room's lease. It is leased for the amount of \$425.00 per year. Provided that each unit of furniture included in the room remains in absolutely perfect¹ condition at the end of the lease term, an amount of \$425 will be paid to the Lessee by the Lessor within ten (10) days after the expiration of the lease term. It's agreed that this does not preclude the Lessee from exercising due care and diligence in maintaining the condition of the furniture. If the furniture is damaged or unusually worn, beyond the definition of normal wear resulting from normal use, the Lessee will be responsible for the full cost of the replacement of said furniture, as estimated in Part 3: Cost of Repair List. The costs to repair, replace, build, and/or install any furniture can quickly add up to be thousands of dollars, and are to be paid by the Lessee. Funds received by the Lessor from the Furniture Lease may be used to pay for these costs. If additional costs are incurred, which can easily accrue, the Lessee is responsible for the full costs to repair, replace, build, and/or install any furniture. 1: For the purposes of this clause, each piece of furniture is deemed to be in "perfect" condition unless otherwise specified in Part 8: Move-In Inspection Report.

STATUTORY CONDITIONS: Notwithstanding any lease, agreement, waiver, declaration or other statement to the contrary, where the relation of Lessor and Lessee exists in respect of the residential premises by virtue of this lease or otherwise, there is and is deemed to be an agreement between the Lessor and Lessee that the proceeding (above) conditions and following (below) conditions, as well as information used in the determination to lease to and provided by

Lessee in the supporting documents, titled, "Application", "A Brief Reiteration Checklist", "Cost of Repair List", "The Nova Scotia Residential Tenancies Act", "Security Deposit Receipt", and the "Move-In Inspection Report" will apply as between the Lessor and Lessee as statutory conditions governing use of the unit and premises.

LATE PAYMENT AND RETURN CHEQUE CHARGES: A \$15.00 late charge will be charged on each monthly rent installment, if not paid to Lessor or Lessor's agent or assigns within five (5) days after coming due. If payment is made on the fifth (5th) of the month, it must be made payable by 5:00 PM. If the fifth (5th) of the month arrives on a weekend or holiday, please make arrangements to provide payment in full prior to these days. There is a \$35.00 fee for each returned cheque.

BEHAVIORAL CONDUCT: Lessor and Lessee shall conduct themselves in such a manner as not to interfere with the possession or occupancy of the Lessee or of the Lessor and the other tenants, respectively. Lessee is expected to maintain respectful, considerate, courteous and civil relations with all housemates and neighbors. Should Lessee fail to abide by said expectations, Lessee will, firstly, be informed once, either by written or oral notification, to cease the lack of above-described conduct. If Lessee continues to not exhibit such conduct as described above, Lessee will be asked to leave said unit and the premises in general. It is agreed, in advance, that such behavior constitutes a breach of contract, resulting in forfeiture by the Lessee of leased unit and access to the premises in general. Additionally, if at any time, four (4) or more housemates including Lessor and/or their agents or assigns) agree that said Lessee's behavior is either not respectful, considerate, courteous or civil, Lessee will be asked to leave under this provision, constituting a breach of contract, and resulting in forfeiture by the Lessee of leased unit and access to the premises in general. A violation of this Behavioral Conduct clause does not limit the scope or authority of the "Removal for Unreasonable Conduct" clause.

CLEANING RESPONSIBILITIES: Lessee is responsible for the ordinary cleanliness of the premises and for the repair of damage caused by any act of the Lessee or of any person whom Lessee permits on the premises. Lessee is required to clean up after themselves, and their guests (including, but not limited to Lessee's family, friends or employees) after each and every use of any of the common areas of the premises, both inside and outside, such as, for example, the kitchen and bathrooms. All dishes, for example, should be cleaned and stowed and all surfaces should be cleaned in consideration for the next person who may need to use the area. Should any mess, no matter how small, remain at premises and while there is existing a reasonable assumption by Lessor and/or Lessor's agents and/or assigns, that said mess has been perpetrated by Lessee, then it is the responsibility of Lessee to clean mess immediately. It is agreed in advance that the quality and/or definition of a "mess" as described in this clause, is to be solely ascertained and established by Lessor and/or Lessor's agents and/or assigns.

REPRESENTATION AND APPLICATION: Lessor tenders this lease to Lessee on the basis of

the representation obtained in the application which is made part of this lease, and in the event any of the representation contained in the application shall be found to be misleading, incorrect, or untrue, Lessor shall have the right to cancel this lease and to repossess the leased premises immediately. The aforementioned security deposit will be forfeited. NO ORAL STATEMENT MADE BY LESSOR OR BY LESSOR'S AGENTS SHALL BE BINDING OR CONSIDERED TO BE A NULLIFICATION, MODIFICATION, OR RECISION UNLESS CONSENTED TO, BY LESSOR, IN WRITING.

LIABILITY, INDEMNITY, AND PERSONAL INJURY: Lessor recommends for Lessee to obtain rental insurance coverage. Lessor, Lessor's agents, Heirs and/or assigns, and servants and employees of either, are not responsible and are held free and harmless from any liability for claims for damages, or other claims, for personal injury, or death, sustained by Lessee, or sustained by any other person while on the premises during the term of this lease. Neither the Lessor nor Lessor's agent, and/or their assigns warrants or represents the premises to conform to the requirements of any code or law. Lessee and their employees or guests enter premises at their own risk.

Lessee assumes full and total responsibility for the condition of the premises and agrees to hold Lessor harmless from any and all liability for injury to person or damage to property or other losses or damages caused by or resulting from any accident or other occurrence in, on or about the premises. Lessor shall not be liable for any damage to person or property sustained by Lessee or any other persons, and any such liability is assumed by Lessee. Lessor is not responsible for damages caused by the premises to Lessee or their employees or guests pursuant to Nova Scotia law.

Lessor shall not be liable to Lessee or to Lessee's family, employees or guests or any other person or property caused by an act, omission or negligence of Lessee, Lessee's family, employees or guests or of any other tenant in the house, his family, employees, or guests while occupying a room or utilizing any and all house amenities, such as, but not limited to the shared common areas, both inside and outside of said premises. Lessor is not liable for loss or damage to any of Lessee's property or the property of Lessee's family, employees or guests at anytime located in the leased premises or in the common rooms, lands and building constituting the house whether due to theft, burglary, vandalism, or other criminal act, or suffered by reason of fires, water, rain, hail, lightning, explosion or any other cause. Lessor is not liable for any defect in the premises. LESSOR ENCOURAGES LESSEE TO PROTECT LESSEE AND LESSEE'S PERSONAL PROPERTY WITH LESSEE'S OWN INSURANCE COVERAGE. LESSOR DOES NOT PROVIDE ANY INSURANCE FOR LESSEE'S BENEFIT. RENTAL INSURANCE IS EASILY AND AFFORDABLY AVAILABLE AND IS ENCOURAGED TO BE USED.

TRASH AND GARBAGE: All and any garbage, refuse or recycling from the house is to be placed in designated bins and bags. No garbage, waste, refuse, recycling, cigarette butts, supplies or other articles should be left in the alleys, or outside the house unless in an approved bin or bag. No garbage, waste, refuse, recycling, cigarette butts, supplies or other articles are to be left on any of the neighbor's property.

WINDOWS AND DOORS: Lessee is required to fully close any windows or doors, either in their unit or at the premises upon leaving the premises. Lessee is required to close any doors or windows throughout premises when conditions such as rain, snow, hail, heavy fog or strong or gusting wind exist. Lessee is required to lock any exterior door of which they have just passed through.

CARE OF PREMISES: The leased premises is rented as is. It is expressly understood that there are no express or implied warranties of habitability and this and all other warranties are expressly waived. Lessee agrees to take good care of the premises and its fixtures, plumbing, furniture, and furnishings and to notify Lessor or Lessor's agent immediately when any equipment fixture, or portion of the premises is out of order or in need of repair. Lessor will repair the premises, in most cases, with reasonable promptness, subject to the availability of local tradesmen, when caused by Lessee's normal wear and tear or by forces beyond Lessee's control. However, Lessee agree to repair or pay for the repair of the premises when caused by Lessee's misuse or that of Lessee's family, employees, or guests. Lessee is expressly responsible for, but not limited to, the cost of replacing all glass broken, broken windows, screens, doors, fixtures, appliances, and all lost, stolen, or broken keys.

The plumbing and sewage system has been provided to Lessee in working order. Lessor is not responsible for any stopped drains or sewer lines. Lessee agrees to be responsible for any costs associated with such stops or backup. Use only liquid cleaner in cleaning bathroom facilities.

Lessor will supply light bulbs at the time of move-in. Thereafter, Lessee will be responsible for replacing all light bulbs. No electric bulbs, fire extinguishers and or smoke detectors shall be removed from the premises by Lessee upon vacating the premises. Lessee is responsible for maintenance of carpets and drapes after move-in. Lessee is not to paint, wallpaper, remodel or make any structural or cosmetic changes to the premises nor shall lessee remove or attach any fixtures without specific, prior and written permission by Lessor.

Lessor is not liable and Lessee agrees to indemnify Lessor for any injury or damage caused by any defect in the premises unless written notice is given to Lessor prior to the injury or incident and sufficient time is given for remedying the defect.

ACCESS: To provide both routine and emergency maintenance services to the leased premises, Lessor retains a passkey to the house and each unit. In case of routine maintenance, Lessor and/or Lessor's agents and/or assigns shall endeavor to give oral or written notice to Lessee prior to entry. In the event of an emergency, or to prevent an emergency, or in the event of malfunctioning plumbing, electrical or appliance service, or for purposes of inspecting for the sake of safety or for the assessment of Landlord's property condition, entry may be made to Lessee's unit without prior notice. In such an instance, any and all possessions, belongings or property of the Lessee will be ignored, unless they present a material danger to the premises or are illegal to possess by Nova Scotia law and constitute a threat to the sanctity, peace or security of the premises. Lessee will also permit Lessor to have access to the leased premises

for the purpose of inspection at reasonable intervals between the hours of 8:00 AM and 7:00 PM when prior oral or written notice is given by Lessor.

Lessor and/or Lessor's agents and/or assigns reserve the right during the last thirty (30) days of the lease term to exhibit the leased unit including the premises in general, to prospective tenants during the hours of 8:00 AM to 7:00 PM. Lessee is responsible to keep the unit clean and accessible during this period, with the exception of moving boxes, which should be pushed neatly in corners. By keeping the unit clean, this will assist Lessor in re-leasing the unit to a qualified tenant. If the unit is kept unclean, untidy or inaccessible, resulting in the loss of interest by a prospective tenant, Lessee may be responsible for damages inflicted by the opportunity loss of income, which may have otherwise been received from the prospective tenant. Any impairment by Lessee or by Lessee's conduct, or by the degree of cleanliness or accessibility of Lessee's unit or premises, that may hinder, delay, or reduce the market value, or may reduce the desirability of Lessee's unit or the premises in general, to a prospective tenant is the responsibility of the Lessee and any adverse financial affects this places on the Lessor are the responsibility of the Lessee, and will be made payable to the Lessor by the Lessee for a minimum dollar sum equal to the dollar sum collected for a one (1) year lease term for said unit for the following (i.e. upcoming) lease term. For each day that the unit is not clean, tidy or accessible during this period, the Lessor may charge Lessee a pro-rated amount per day based on Lessee's rent. Lessor reserves the right to exhibit the premises (excluding Lessee's unit) at anytime and without notification.

Lessee has no exclusive right to privacy outside of their room. Lessee has a limited right of access to the remainder of the premises as described in the following: the exclusive right to access the remainder of the house and all the common areas, both inside and outside, remains to the Lessor and their agents and/or assigns and the current tenants of the premises. No notice is required by Lessee to invite their guests, family or employees through and into the common areas of the premises. The Lessor and their agents and/or assigns retains the right refuse entry or access to the premises to anyone other than the Lessee. It is agreed in advance that Lessee forfeits their rights to the privacy of their unit for the exclusive purpose of having their window be closed, if Lessee leaves the premises while window to Lessee's unit remains open; in this case, Lessor and/or Lessor's agents and/or assigns will enter Lessee's unit for the exclusive purpose of closing Lessee's window and will not deliberately draw their attention to any other object or belonging remaining inside of Lessee's unit.

Special circumstances are recognized by all parties regarding access to the front, basement unit, which is required for access to the electrical sub-panel and modem. Lessee of said unit agrees to allow Lessor and/or Lessor's agents and/or assigns permission to access through said unit to service said functions whenever a breaker has switched off, or it is reasonably assumed to have switched off, or maintenance is required regarding the modem. In these instances of entry by Lessor and/or Lessor's agents and/or assigns all possessions, belongings or property of the Lessee will be ignored, unless they present a material danger to the premises or are illegal to possess by Nova Scotia law and constitute a threat to the sanctity, peace or security of the premises.

RULES AND REGULATIONS: Lessee acknowledges receipt of a copy of the rules and regulations, which are attached to and form a binding part of this lease. Lessee hereby agrees to be responsible and follow any and all rules governing the Premises. From time to time,

modifying or amending the community rules may become necessary. In such event, Lessee will be provided with a written copy of the amendment(s) and agrees to comply with the modified or amended rules. By signing below, Lessee acknowledged receipt and understanding of the community rules and regulations.

USE AND OCCUPANCY: Lessee shall personally use and occupy the leased unit solely as a private dwelling. All persons who will occupy the unit are listed in the "Parties" section of this lease. It is agreed, no other Lessee's are accepted for said unit. If any other person moves into the premises without prior written permission of the Lessor who is not listed directly above, Lessee will be deemed to be in breach of the lease and Lessee will be required to vacate the premises.

OVERNIGHT GUESTS: Occasional and infrequent overnight guests are allowed, but it is agreed that this qualified allowance is differentiated from a roommate, subletter or other party, based on the following criteria: the guest shall not stay more than three (3) consecutive nights, unless the guest is a direct family relative, and the guest shall not stay in any other Lessee's unit. Additionally, the nature of the relationship between Lessee and overnight guest shall be one of either: a personal friendship, well-known colleague, a family member, or loved one. No strangers are allowed at premises at any time. Any other guests staying overnight at the premises are not allowed, and will be considered trespassers. Please see the above USE AND OCCUPANCY clause and the below ROOMMATES clause for further assistance.

ADVERTISING: Lessee is not permitted to post any signs of any type on premises, as for example, those that may be used for the advertising of subletting, etc.

PETS: No pets are allowed on the premises at any time.

EARLY TERMINATION: No accommodation for early termination is provided in this lease other than the following: If, for any reason, payments of lease are not successfully received by Lessor on the respective dates due, or if adherence to the terms of this lease agreement are not adequately satisfied to the Lessor's discretion, Lessor reserves the right to immediately give notice of eviction and/or terminate this lease agreement. Should this happen and if it is determined that the tenant is at fault for violation of any term(s) of this lease agreement, the remaining balance owed on the lease is immediately due by Lessee to Lessor and, as per the clause titled "ACCESS" Lessee will no longer have the right to enter or inhabit the unit or premises. If Lessee poses a risk to the safety or security of the property, Lessor and/or Lessor's agents and/or assigns, or any other Lessees in the same building, said Lessee may be given a five-day notice to quit. A minimum early termination fee of a dollar amount equal to two (2) months of rent for Lessee's unit will apply in all circumstances whereby Lessee is asked to leave premises prior to the natural expiration of the lease, except in cases where Lessee is

asked to leave the premises simply due to "Personality Differences" as described below in this lease, in which case Lessor reserves the right to adjust the fee in consideration of the material circumstances particular to the situation or incident at hand.

REMOVAL OF SHOES: Shoes are not allowed on the premises, except by Lessor's agents and/or assigns, and except for on the front doorway shoe rack or in the lowered front entry area immediately adjacent to the front door, and except on the rear-door shoe rack or in the lowered floor entry area immediately adjacent to the rear doorway, and except on the third-story deck or on the shoe rack located immediately inside of the doorway leading to the deck, and except when in Lessee's private room.

BICYCLES: Bicycles are not allowed in the house. Skateboards and/or roller-skates and/or roller-like skates or any other similar instruments which may cause damage to floors (particularly for example: wood floors or carpeting) are only allowed in the house when they are carried by hand. Said items are not allowed to be ridden or used in house or on deck.

SNOW REMOVAL: Lessee agrees to help the household to the best of their capability in the removal of snow from front steps, outside of rear door, or outside of deck door, by either using the snow shovel (provided) and/or by throwing snow-removing salt (provided). Lessee agrees to inform Lessor and/or Lessor's agents and/or assigns if the snow shovel is unavailable or no more snow-removing salt remains. Lessor and/or Lessor's agents and/or assigns will do their best to remedy the situation promptly, provided Lessor and Lessor's agents or assigns are not away from the premises for an extended duration. Continual and extended failure to help in the removal of snow, while being capable to do so, may constitute grounds for being asked to leave.

DISTURBING NOISES/INTERFERING ACTS: Lessee agrees not to make or permit to be made any disturbing noises, nor shall Lessee commit or permit any act which will unreasonably interfere with the rights, comfort or convenience of other tenants or neighbors. It is specifically understood that noise which can be heard outside Lessee's room is too loud and is disturbing.

REMOVAL FOR UNREASONABLE CONDUCT; Lessor does not wish to restrict Lessee's enjoyment of the leased premises. However, if at any time Lessee's conduct or the conduct of Lessee's guests is found to be unreasonable, Lessor shall ask that such conduct be ended. If, after the notification, the conduct continues, Lessor shall have the right to terminate this lease by giving Lessee personally, or by leaving at the leased premises, a twenty-four hour notice to vacate. Lessee specifically waives the requirement of the five (5) day notice to vacate as set forth in the Revised Civil Code Procedure, as they may be amended. At the time notice is given Lessor shall be entitled to the immediate possession of the leased unit and may take possession thereof.

DEFAULT: Should Lessee fail to pay the rent or any other charges arising under this lease, promptly as stipulated, or should voluntary or involuntary bankruptcy proceedings be commenced by or against Lessee, or should Lessee discontinue the use of the premises for the purposes for which they are rented, or should Lessee or any of Lessee's guests or invitees fail to maintain a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to the other residents at the premises (such as being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, or engaging in unlawful or immoral activities), or should Lessee breach any of the rules and/or regulations as referred to further herein, or should Lessee breach any other covenant of this lease, then Lessee shall be ipso facto in default, without the necessity of demand or putting in default. In the event of default hereunder, Lessor may elect any remedy allowed under Nova Scotia law, including but not limited to declaring the rent for the whole unexpired term of the lease, together with attorney's fees, immediately due and exigible, or proceeding one or more times for past due installments without prejudicing the right to proceed later for the rent for the remaining term of the lease, or canceling the lease and obtaining possession of the unit.

ROOMMATES: It is further understood and agreed that if this lease is executed by more than one Lessee, each Lessee will become individually as well as jointly liable for all the obligations of this lease. A minimum additional fee of \$375.00 per month is charged for shared-room rentals, made payable in advance by cheque. All Lessees, including roommates and/or subletters are subject to a check of their credit rating to determine their eligibility for leasing or subletting a unit. A deposit may, as an optional choice by Lessor, be collected from prospective subletter for and including the duration of their rental period. If this measure is adopted, the original deposit received from Lessee will be returned to Lessee, subject to inspection and approval of Lessee's unit by Lessor and/or Lessor's agents and/or assigns.

ABANDONMENT: In the event Lessee shall be absent from the premises for a period of seven (7) consecutive days while any rental payment is in default, Lessee shall, at Lessor's sole option, be considered to have abandoned the premises. Any property left on the premises shall be considered abandoned and may be disposed by Lessor and/or their agents or assigns as seen fit and Lessee shall forfeit their right to privacy of said unit. If rental payment is in default for fifteen (15) consecutive days Lessor may, at its sole discretion, enter the leased premises, take possession of Lessee's personal property and dispose of such property to satisfy the rental obligation. Neither Lessor nor Lessor's agent is obligated to notify Lessee of this. Any attempt to notify Lessee will be the last address given by Lessee to Lessor for such notice. If Lessee remains absent from premises for a period of seven (7) consecutive days, without providing notice to Lessor or their agents and/or assigns of their absence, and provides no accommodation for a subletter and Lessee has removed all their personal property from Lessee's unit, said unit will therefor be considered abandoned, and Lessor retains the right to have Lessor and/or Lessor's agents and/or assigns enter the leased unit and rent or lease said unit. Any or all disposal and/or cleaning fees incurred Lessor (regarding Lessee's unit or property) are paid by Lessee.

REGARDING MOLD: It is agreed that mold consists of naturally occurring microscopic organisms, which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air, and combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects, and/or visible residue growth ranging in color from orange to green, brown, and/or black; occasionally there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold growth.

CLIMATE CONTROL AND DEHUMIDIFICATION: Lessee agree to use heating thermostats, electricity and water in a reasonable manner, exercising moderation. Lessee further agrees to keep the premises properly ventilated by periodically opening windows during dry weather only, to allow for circulation of fresh air. Lessee agrees to turn on dehumidifier in basement when moisture is present and empty dehumidifier water collection bin when full. (Bin may be emptied into basement utility sink.)

LESSEE AGREES TO:

Keep the premises and Lessee's unit clean and regularly dusted, vacuumed and mopped
Leave bathroom and shower doors open after use
Use hood vents when cooking, cleaning and dishwashing
Periodically keep closet doors ajar to allow for proper circulation
Remove any moldy or rotting food
Use exhaust fans when bathing/showering and leave the fan on for an additional fifteen (15) minutes afterward to remove moisture
Hang shower curtain within the bathtub when showering
Periodically inspect for leaks under sinks
Wipe down bathroom walls and fixtures if water splashes on them
Securely close shower doors when showering
Remove garbage regularly
Use household cleaners on any hard surfaces
Wipe down floors after any water spillage or soiling
Wipe down any and all visible moisture
Wipe down windows and sills if moisture is present
Check all washer machine and laundry appliance hoses if moisture appears nearby
Occasionally open blinds/curtains to allow sunlight into unit and into premises
Regularly empty dehumidifier bin
Wipe down any and all signs of moisture and/or spillage

LESSEE AGREE TO REPORT IN WRITING THE FOLLOWING DESCRIBED CIRCUMSTANCES:

Visible or suspected mold
All heating, gas or oil problems or leaks, moisture accumulations and any spillage
Moisture dripping from or around any vents or appliances
Musty odors or clogged drains
Loose, missing or failing grout/caulking around tubs, showers, sinks, faucets, toilets or countertops
Discoloration of walls, baseboards, doors, window frames, window sills or ceilings
Any and all excess moisture
Clothes dryer vents leaks
Moldy carpeting
Plant watering overflows
Tub, sink, toilet, showers, or bath overflows
Leaky faucets or plumbing
Smell of gas or oil

AREAS OF MOLD AND CLEANUP: If mold has occurred on a surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, Resident agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24-hours apply a non staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover®, or Clorox Cleanup®.

VIOLATION OF MOLD CLAUSES: If Lessee fails to abide by the above five (5) clauses titled: "REGARDING MOLD", "CLIMATE CONTROL AND DEHUMIDIFICATION", "LESSEE AGREES TO", "LESSEE AGREES TO REPORT IN WRITING THE FOLLOWING" and "AREAS OF MOLD AND CLEANUP" regarding mold (its prevention and removal, etc.), Lessee can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes, but is not limited to, Lessee's failure to notify Lessor and/or Lessor's agents and/or assigns of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and Lessor and/or Lessor's agents and/or assigns shall be entitled to exercise all rights and remedies it possesses against Lessee at law or in equity and Lessee shall be liable to Lessor for damages sustained to the leased unit and premises in general. Lessee shall hold Lessor and/or Lessor's agents and/or assigns harmless for damage or injury to person or property as a result of Lessee's failure to comply with the terms of this lease. Lessor and/or Lessor's agents and/or assigns reserves the right to terminate the tenancy and Lessee agrees to vacate the unit and premises if Lessee's actions or inactions are causing or have caused a condition conducive to mold growth.

HOUSE RULES: It is agreed that the following house rules are to be observed at all times:

1. Each housemate is required to fully clean up after themselves (and their guests) after each and every use of the common areas, such as the kitchen and bathrooms. All dishes, for example, should be cleaned and stowed and all surfaces should be cleaned for the next person. Toilets and sinks, for example, should be left clean for the next person to use. In short, please clean up after yourself, each and every time you use the common areas. We do not want you to lease a room in our house

if you disagree with this or cannot satisfy this request. If we all pitch in a little bit, our home will be nice for everyone to share, friends included. If one or more housemates begins to leave little messes about, it tends to spiral downwards. If you do not feel comfortable with the expressed degree of concern we have over this issue, or have a history of being even a little bit messy, please do not sign this lease. There are many other places to rent in Halifax that are more relaxed in this regard.

2. Each housemate is required to fully close their windows upon leaving the house (even if just stepping out for a moment), as well as closing the windows or doors of the common areas in foul weather.
3. Each housemate is required to check that the gas stovetop is in the FULL OFF position after each use.
4. Our house has cleaning responsibilities. Each housemate is asked to complete their respective clean-up duties each week. For each week you complete your duties, you will be paid \$25.00 for about one hour of work. You may choose to skip your weekly duties, but the net cost of your room will be \$100 per month more.
5. Snow removal is done on a 'first-to-leave, first-to-shovel' basis. There's barely any exterior areas for the snow to accumulate--just the front steps and a small patch outside the rear door. If you're the first to leave in the morning, please clear a path for the rest of us. We will return the favor.
6. Our house is kept clean, comfortable and inviting. Unfortunately, no pets are allowed. Smoking (of any type), nor bicycles are allowed in the house. Deck door is to remain closed if you are smoking outside of it. Shoes are not to be worn in the house, or placed on the wood, tile or carpeted flooring.

PROHIBITED SUBSTANCES: Illegal drugs, weapons or other controlled substances of any type are not allowed on premises.

PROBATIONARY PERIOD: A probationary period is in effect for the first twenty-one (21) business days of the lease term, whereby during this period, Lessee or Lessor or Lessor's agent or assign may immediately terminate lease agreement for any reason whatsoever, resulting in the immediate and hereby agreed to removal of Lessee from premises. Should this occur, no personal possessions of Lessee will be allowed to remain in unit or on premises, and a pro-rated charge based on the period Lessee occupied premises will apply, in addition to a \$135 processing, advertising and cleaning fee.

SMOKING: No smoking (of any type), or burning (except in cases of candles or incense and when said candles or incense is limited to being inside Lessee's private unit and not affecting any others on premises or nearby of premises), or fire-making is allowed in the house, other than that produced through the natural use and conduct of using the house's appliances in a manner in accord with how the appliances are meant to be used. Smoking by Lessee or Lessee's family,

guests or employees, is allowed outside of the house at the following three (3) locations: on the deck, outside the rear door to house, or outside of front door to the house, only under the provision that no cigarette butt (or any other trash resulting from smoking) remains on the premises or on the municipal or neighbor's property and that said smoking does not create a hazard risk to any others or any property. Furthermore, the right to abandon this provision and reinstate any other provision regarding smoking, such as requiring no smoking anywhere on property, is reserved by Lessor and/or Lessor's agents and/or assigns.

ENTRY: Except by mutual consent, or by a failure by Lessee to exercise compliance to the terms of the lease agreement, or under condition of security whereby a possible threat to property or safety exists, the Lessor and/or Lessor's agents and/or assigns or the Lessee shall not alter or cause to be altered the lock or locking system on any window, door or doorway that gives entry to the Lessee's unit. Lessor and/or Lessor's agents and/or assigns reserve the right to change the lock, or security system or locking system to the windows and/or doors constituting any outside ways of entry to the premises. Lessor and/or Lessor's agents and/or assigns reserve the right to change the door code to external doors. If Lessor and/or Lessor's agents and/or assigns deem it necessary to change the external door code, Lessee will be notified by phone (via cell phone call or text message to phone number provided to us on application page) or by email, or orally by Lessor and/or Lessor's agents and/or assigns.

RECOVERY: Recovery of the premises by Lessor will not relieve Lessee of any obligations of this lease.

EXPIRATION OF LEASE: At the expiration of the original term of this lease, the lease will not be automatically extended. Lessee must sign a lease renewal for a new lease term. If Lessee intends to terminate the lease, the Lessee must give thirty-day written notice to vacate on the 1st of the last month. If Lessee does not sign a renewal and continues to remain in the premises, there will be a month-to-month fee of \$50.00 added to rent each month until renewal is signed.

FIRE HAZARDS: Lessee shall not permit any hazardous act which might cause fires or that will increase the rate of insurance on the premises. If the premises becomes uninhabitable by reason caused by Lessee, Lessee's family member(s), employees or guests, the rental agreement herein shall be suspended until the unit leased has been restored to a habitable condition, Lessor is not obligated to rebuild or restore the premises. If the premises becomes uninhabitable by reason of damage caused by Lessee or by Lessee's family member(s), employees or guests, the rental agreement will not be suspended, but will continue as though the premises were useable. If Lessee, Lessee's family member(s), employees or guests, are responsible for acts leading to the increase in the rate of insurance for the premises, the increased in dollar amount due will be made payable to Lessor by the Lessee. No cooking or food preparation is allowed in Lessee's unit, or anywhere else on premises, except in the kitchen.

SERVICES: Where the Lessor provides a service or facility to the Lessee that is reasonably related to the Lessee'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 Lessor shall not discontinue providing that service to the tenant without proper notice or permission from the Director in accordance with Nova Scotia law.

FIRE EXTINGUISHER AND SMOKE DETECTOR: Lessee agrees to regularly test all smoke detectors and fire extinguishers and fire extinguisher, and both are in good working order. Lessee agrees to regularly test all smoke detectors and fire extinguishers and will notify Lessor immediately in writing of any problem and or defect. Within seven (7) days of receipt of notification, Lessor shall repair or replace any and all non-functioning smoke detectors and or fire extinguishers. Lessee acknowledges and agrees Lessor is not the operator, manufacturer, distributor, or supplier of the smoke detector/fire extinguisher, Lessee assumes full and complete responsibility for all risks and hazards attributable to, connected with or in anyway related to the operation, malfunction or failure of the smoked detector/fire extinguisher regardless of whether such malfunction or failure is attributable to connected with or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said smoke detector or fire extinguisher Lessor shall not be liable for damages or loss to person or property caused by (1) Lessee's failure to regularly test the smoke detector/fire extinguisher, (2) Lessee's failure to notify Lessor of any problem with the smoke detector/fire extinguisher, (3) theft of the smoke detector/fire extinguisher or its serviceable battery, and or (4) false alarms produced by the smoke detector/fire extinguisher.

NOTICES: All notices by Lessee in connection with this lease must be given to Lessor and/or their agents or assigns in writing, and notices not given in writing will be considered null and void and without effect.

WAIVER OF RESPONSIBILITY: Lessor shall not be liable for damages to persons or property sustained by Lessee, member of Lessee's family, employees, or guests, or other persons due to the building or any of the appurtenances becoming out of repair or arising from bursting or leaking of as, steam water or sewer pipes, or from defective wiring not occasioned by Lessor's negligence, or caused by any act of God. Lessor shall not liable for any damages, losses or theft of any personal property placed or stored in leased premises and/or part of the house which is owned by Lessee or any authorized occupant of the leased premises unless occasioned by the negligence or willful misconduct of Lessor. Lessee agrees that any and all house amenities, such as, but not limited to the kitchen areas, any part of the house are to be used at Lessee's own risk. Lessee assumes responsibility and liability for guests, visitors and all household members. Lessee agrees to indemnify Lessor of any liability for use of the house amenities.

ATTORNEY'S FEES: In the event Lessor must employ an attorney(s) because of Lessee's violation of any term of this lease, Lessee will pay the entirety of the fee of such attorney charges claimed, or a minimum of \$500.00, whichever is greater. Lessee agrees to pay all court costs, police charges, increases in insurance, or investigational fees (including data acquisition fees).

ADDITIONAL FEES: It is agreed that any additional fees incurred by Lessor which are attributable to Lessee for example but not limited to: (1) the maintenance of the property, or, (2) proceedings regarding a removal of Lessee from property, or, (3) the violation of any term of this lease agreement by Lessee, will be charged to the Lessee.

PERSONALITY DIFFERENCES: Lessee acknowledges that this lease agreement is in regard to a household with certain special circumstances, as follows but not limited to: Lessee's room (or unit) for rent is considered a private residence, but the premises in general, including the bathrooms, are not exclusively private to Lessee. The premises in general, excluding Lessee's unit, are shared by all Lessees, their family, guests and/or employees and the Lessor and/or Lessor's agents and/or assigns. This being the case, it is required for the benefit of all, that respectful, considerate, courteous and civil relations with all housemates and neighbors be practiced. Should incident(s) arriving from personality difference exist between either: [Lessee and/or Lessee's agents and/or assigns] and [Lessor and/or Lessor's agents and/or assigns], or between: [Lessee and/or Lessee's agents and/or assigns] and four (4) of the other current Lessees (i.e. who are sharing said premises), Lessee will be considered in violation of lease and asked to leave under the terms of DEFAULT described in this lease.

REINSTATEMENT: If this lease is terminated by Lessor, for any reason, and Lessee pays the rent, attorney's fees, and other charges and this makes Lessee current, Lessee can remain in possession of the unit only with written permission of Lessor. The failure of Lessor to insist upon the strict performance of any of the terms, covenants, agreements and conditions herein contained shall not constitute or be construed as a waiver or relinquishment of Lessor's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

GOVERNING LAW: This lease shall be deemed to be a contract made under the laws of Nova Scotia province and shall be construed in accordance with and governed by the laws of the Nova Scotia and ordinances of the municipality and parish where the leased premises is situated and the rules and regulations of their duly constituted authorities.

EFFECT OF PROVISIONS: All of the provisions contained herein shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, agents and assigns.

INVALIDITY: In the event that any one or more of the provisions or terms contained in this lease shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or term of this lease.

SALE OF PROPERTY: This lease, whether or not recorded, shall be junior and subordinate to the sale of the premises by Landlord. Any written and accepted offer of purchase of premises may, at Landlord's discretion, cancel the terms of this lease in their entirety, resulting in the requirement that Lessee vacate the unit and premises within thirty (30) days of issuance of notice to vacate by the Lessor.

SUBLETTING: The Lessee may assign, sublet or otherwise part with possession of the unit subject to the consent of the Lessor, which consent will not arbitrarily or unreasonably be withheld. A processing fee of \$25.00 will be charged to Lessee by Lessor and/or Lessor's agents and/or assigns. Should Lessee wish to sublet their unit in accordance with the Nova Scotia Residential Tenancies Act, Lessor and/or their agents and/or assigns, and prospective tenants will be granted the right to access Lessee's unit during the hours of 8:00 AM to 7:00 PM beginning at the time Lessee informs Lessor of their intention to sublet and continuing until said unit is successfully subletted, regardless of whether the period of subletting occurs in the last thirty (30) days of the existing lease term. The act of subletting or assignment are taken at full and exclusive risk to Lessee. Subletters will not be arbitrarily or unreasonably withheld from subletting, but are subject to the same requirements defined between the Lessor and Lessee, which include, but are not limited to, completion of a satisfactory rental history check, credit history check, current FICO score, and personal interview. It is agreed that in the event of a Lessee, pursuing to sublet their room, every attempt will be made by the Lessee to gain the attraction of at least (6) six qualified subletters (as defined by a satisfactory rental history check, credit history check, and current FICO score), prior to the Lessor's and/or Lessor's agents and/or assign's personal interview with said potential subletters. To be noted: these are the same measures taken by the Lessor, at considerable cost, to ensure a satisfactory selection of potential Lessees for the originating lease term of which Lessor and/or Lessor's agents and/or assigns pursue to find a lease agreement between the Lessor and a qualified Lessee; and it is agreed between the Lessee and the Lessor and/or Lessor's agents and/or assigns that Lessee will pursue to find a sublettor with the same vigor, attention, and expense, required to gain the attraction of at least (6) six qualified subletters (as defined by a satisfactory rental history check, credit history check, and current FICO score), prior to the Lessor's and/or Lessor's agents and/or assign's personal interview with said potential subletters.

AGENT'S AND/OR ASSIGN'S INDEMNITY: If the premises are or were managed by an agent or assign of Lessor, Lessee shall hold agent or assign harmless and shall look solely to the property owner in the event of any litigation or claims concerning injury, damage or harm.

VIOLATION OF CONTRACT/EVICTION: If Lessee abandons the premises or terminates the tenancy otherwise than in a manner permitted, Lessor and/or Lessor's agents and/or assigns 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. Should Lessee perpetrate or cause to be perpetrated and violation of any of the clauses in this lease, Lessee will, at Lessor's and/or Lessor's agent's and/or assign's discretion, be evicted from unit and premises, resulting in the cancelation of this lease contract, the forfeiture and repossession of the leased unit, the forfeiture of a right to privacy of Lessee's unit, a forfeiture to the right to access the premises, and the abandonment of any of Lessee's property remaining at the premises. The aforementioned security deposit will be forfeited, and the remainder of the lease payments will remain due. Additional fees may be charged as per the ADDITIONAL FEES clause located above.

WIRELESS INTERFERENCE: No wireless interference is permitted which may obstruct or reduce the signal integrity of the wireless communication used by the wireless router(s) (provided) on premises. Said wireless router(s) currently transmits and receives communication through the 802.11(b), 802.11(g) or 802.11(n) standard wireless protocols. No interference is permitted on premises which may limit or obstruct the use of cellular telephones.

PERFORMANCE: The failure of Lessor to insist upon the strict performance of any of the terms, covenants, agreements and conditions herein contained, on one or more occasions, shall not constitute or be construed as a waiver or relinquishment of Lessor's right thereafter to strictly enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

RESOLUTION OF CONFLICT: Should any conflict, disagreement or dispute arise between the Lessor and the Lessee, each party does hereby agree to first seek a civil mediator to facilitate resolution of the disagreement. Each party agrees to work amicably and as thoroughly as possible with the mediator to resolve the issue(s) in disagreement. If mediation is not successful, both parties agree to submit to binding arbitration by a professional arbitrator recommended by the Province or the Director of Nova Scotia.

OTHER: It is understood that the terms "Lessor" and "Lessee" are used in this agreement, and they shall include the plural and shall apply to persons, both male and female. Each person signing this lease agrees that they are liable for each and every obligation jointly, severally and in solido, with the other signers of this lease, and agrees that the Lessor may pursue any remedies provided for in this lease against all or any one of the parties executing this lease without the necessity of joining the other party in the pursuit of such remedy. This lease, whether or not recorded, shall be junior and subordinate to any mortgage hereafter placed by Lessor on the entire property of which the leased premises is a part.

