25 Waggoners Lane P.O. Box 715 Fredericton, NB, E3B 5B4

office@gorhamrealestate.ca www.gorhamrealestate.ca

Schedule "B"

RULES AND REGULATIONS – Additions to your Lease (Revised April 2024)

Apt	#

- ** TENANT refers to all individuals whose name is on the lease.
- ** LANDLORD refers to Fredericton Rentals Ltd, Gorham Property Management or Gorham Real Estate

(A) FINANCIAL OBLIGATIONS

- 1. A full security deposit must be paid before the lease is signed. The security deposit will be divided equally amongst all parties on the lease no matter who pays the security deposit or unless otherwise agreed to.
- 2. A credit check may be made on all applicants.
- 3. The Tenant agrees to pay the rent by Pre-Authorized Debit (PAD) from their bank account. A Pre-Authorized Debit agreement must be completed when signing the lease. This is a condition of the lease and is non-negotiable. PAD payments cannot be cancelled and prepayments of your rent will not stop your pre-authorized debit payment unless arrangements are made by you with your bank.
- 4. Each Tenant named on this lease shall be jointly and severally responsible for any and all monies owing to the Landlord as set out in this lease. Should any one tenant move-out and all other Tenants remain, the full amount of rent is still due to the Landlord.
- 5. The Tenant agrees to pay the following service charges:
 - a. NSF Fee: \$1.50 \$7.00 if PAD payment or check is returned NSF
 - b. Late Payment Admin Fee: \$40.00 if rent is paid after 5:00 pm on the 5th of the month (Rent is due on the 1st of the month but if arrangements are made prior to the 5th no late fee will be charged).
 - c. Flush Plunging Fee: \$60.00 for plunging and repairs caused by negligence (items placed in toilet)
- 6. Lockout Fee: \$25.00.
- 7. Key Replacement Fee: <u>Fees per key dependent on key required.</u> On Move-Out, you will not be reimbursed for any extra keys purchased, but must return the keys.
- 8. Photocopy of Lease Fee: \$10.00
- 9. Lease Change Fee: \$75.00
- 10. Lease Breaking Fee: \$250.00 (See Section "C" for further explanation)
- 11. After-hours Utility Hook-up Fee: \$100.00 (only applicable if a resident manager is not assigned to your building). If a utility company (i.e. internet, cable, etc.) requires a member of our staff to be on-site for the installation, and that time falls outside of our regular business hours, tenants will be required to pay a \$100 after-hours utility hook-up fee to the Landlord

(B) NON-PAYMENT OF RENT

If the Tenant does not pay the rent on the 1st of the month, the landlord will serve a <u>Notice to Vacate</u> (Late Rent Notice) to the Tenant and send a copy to the Residential Tenancies Tribunal of New Brunswick. This notice is a reminder that the rent is late and that an eviction <u>will</u> take place if the rent is not paid within 15 days of the notice being served.



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- 2. If the rent is not paid within 15 days, the Landlord will apply to The Residential Tenancies Tribunal Office for assistance with an eviction.
- 3. When a <u>Final Notice to Vacate</u> is served, the tenancy is deemed terminated and rent for that month is still owed.
- 4. If the Tenant vacates the premises due to an eviction for non-payment of rent, they will still be liable for the payment of rent until the end of the anniversary date of the lease, or until the apartment is leased to another person, whichever comes first.

(C) BREAKING A LEASE

- 1. If a Tenant must break their lease, a written <u>Notice of Termination</u> to the Landlord must be signed by all Tenants whose names are on the lease, and delivered to the Landlord.
- 2. The Notice of Termination must include:
 - a. All Tenants' names who are listed on the lease and their signatures
 - b. The date all Tenants are moving out of the apartment (Must be the last day of the month)
 - c. The date the notice was signed and delivered to the Landlord
- 3. Once the notice has been served to the Landlord, the apartment will be advertised for rent for the 1st of the specified month given on the notice. Tenants are also advised to advertise the apartment to try and find a suitable applicant. If the current Tenant finds a suitable applicant, the current Tenant must refer the applicant to the Landlord to proceed with the application process. The current Tenant should contact the Landlord prior to advertising the apartment for rent themselves.
- 4. If a lease is broken, a one-time lease breaking fee of \$250.00 will be charged to cover the cost of re-leasing the apartment. If the fee is not paid in full, we will use the next rent payment to cover the cost of the fee, thus leaving an outstanding balance for rent (which will still need to be paid in full). If the apartment does not rent, the current Tenant will be liable to pay rent until a new Tenant is found or until the anniversary date of their lease; whichever comes first.

(D) TERMINATING A LEASE

- 1. Year to Year Leases: A minimum of 3 months written notice prior to the anniversary date of the lease must be given. Any notice less than 3 calendar months to the day will be considered late and thus breaking the lease. Notice must be given on the 1st of the month or before. **Example**: Lease date signed May 1st. You decide that you will be vacating the apartment on May 1st the following year. Notice must be given on or before February 1st. If it is given on Feb 2nd or after, this would be considered a late notice and considered breaking your lease.
- 2. <u>Month to Month Leases:</u> To terminate a month-to-month lease, one month's written notice is required. Notice must be delivered to the office on or before the 1st of the month. Notice given on or after the 2nd of the month will not be considered proper notice.
- 3. <u>Fixed Term Leases</u>: No notice is required to terminate the lease. If an extension is required, 3 months' notice is required prior to the end of the lease. We will begin to show the apartment 3 months prior to the lease ending date unless other arrangements have been made.
- 4. <u>5 Year Tenure</u>: If an apartment has been lived in for 5 years or more, the lease becomes a month-to-month lease and only <u>one</u> months' notice is required to terminate the lease. Notice must be delivered to the office on or before the 1st of the month. Notice given on the 2nd of the month or after will not be considered proper notice.
- 5. When a lease is terminated, regardless of the duration, a Listing Visit will be conducted within 1-5 business days of a notice of termination being submitted. The Landlord will enter the apartment and gather information which will be used when posting the apartment for future rental. A virtual tour, photos or videos may be taken of the apartment during this visit.

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(E) <u>REMOVING or ADDING NAMES ON A LEASE</u>

- 1. An administration fee of \$75.00 will be charged for any change to a lease.
- 2. To remove a name from a lease or add a name to a lease, a Tenant must contact our office and follow the steps required.
- 3. All lease change documentation must be completed **prior to** the 20th of the month in order for the changes to become valid for the following month.
- 4. Name changes are not required, and are done at the Landlord's discretion. They are done on a first come, first served basis. Name changes requested after the 15th of the month, may not be accepted.
- 5. If all of the original Tenants have been signed off, a new lease with a new anniversary date will need to be signed, and a new security deposit will need to be submitted.

(F) REGULATIONS FOR ALL TENANTS, OCCUPANTS AND GUESTS

- 1. The Tenant agrees to have all residents under the age of 18 listed on the application form and all residents 18 or over sign the lease. No unlisted residents or visitors may reside for more than one week in the apartment.
- 2. The Tenant agrees not to sublet their apartment.
- 3. The Tenant agrees to make formal written statements to the Landlord about any neighbouring residents who may be causing problems or undue hardships to their tenancy. Appropriate action as set forth by the NB Residential Tenancies Tribunal will be followed by the Landlord.
- 4. The Tenant agrees to wear safe and appropriate footwear (such as winter boots and/or crampons), when conditions are slippery and instruct their visitors to do the same.
- 5. Children under the age of 14 are not allowed in laundry or fitness rooms unsupervised.
- 6. The Tenant, their children and/or guests are not to play or loiter in interior common areas of the building
- 7. The Tenant is expected to clean up any messes made in common areas by themselves, their children or their guests.
- 8. The Tenant must respect other neighbours' property and space by keeping apartment doors closed.
- 9. The Tenant is responsible for all Tenants' guests in or about the premises. Any disturbances or damages caused by a guest will have deemed to be caused by the Tenant.
- 10. The Tenant will ensure that their children & guests avoid such situations as: playing with intercoms, ringing doorbells, damaging building doors or walls, littering and abandoning toys or belongings in halls or common areas, including outdoor space, playing with matches, or butting of cigarettes on floors; damaging landscaping; excessive running or jumping in the apartment, loud music or voices. The Tenant agrees not to have guests over that create a disturbance, nuisance or interfere with other Tenants in the building.

(G) WILD ANIMALS / PETS / EMOTIONAL SUPPORT ANIMALS (ESA)

- 1. The Tenant agrees not to feed or attract wild birds to balconies or to the property. No wild animals are permitted in the apartments or buildings.
- 2. A Pet/Emotional Support Animal Agreement (ESA) must be signed and form part of the Tenant's lease agreement (includes caged pets).
- 3. All Pets/ESAs shall <u>not</u> reside in the apartment or building without the Landlord's consent. If the Landlord becomes aware of a pet or ESA being kept in the apartment and in violation of the Tenant's lease agreement, a Notice of Complaint will be delivered to the Tenant and corrective action will be taken as per the NB Residential Tenancies Tribunal.



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- 4. A <u>maximum</u> of <u>two</u> pets or <u>two</u> ESAs per apartment are permitted unless special arrangements have been made. This includes caged pets. ESAs, whether caged or not, will contribute towards the total number of pets or ESAs that are permitted in an apartment.
- 5. Dogs are permitted in a limited number of our properties or for special circumstances. Where permitted, there is a maximum of <u>one dog</u> per apartment.
- 6. Cats are not permitted unless they are spayed or neutered.
- 7. Cats are only permitted in apartments where no carpet exists. The Tenant agrees to pay for professional carpet cleaning on move-out where special arrangements have been made to have the Pet(s) or ESA in an apartment with carpet.
- 8. Small caged pets including hamsters, rabbits, fish, etc. are permitted with the exception of ferrets and snakes, which are <u>not permitted</u>. A maximum of 2 cages or 2 tanks or a combination of the two are permitted per apartment.
- 9. The Tenant agrees not to allow any pets and visiting pets loose on the premises, including balconies, hallways, common areas and underground parking garages.
- 10. The Tenant agrees to pay for any extra sanitation cleaning due to pet or ESA hair removal or damages caused by the pet or ESA on move-out.
- 11. The Tenant agrees to pay for flooring replacement if the smell of urine is evident once the Tenant has moved out. (This includes the plywood floors under certain types of flooring if urine has soaked through).
- 12. The Tenant agrees to pick up all excrement immediately and dispose of it according to local regulations. Failure to comply will result in a Notice of Complaint being issued in conjunction with the Residential Tenancies Tribunal of NB.
- 13. The Tenant agrees to only keep the pet or ESA within the apartment and to not allow the pet or ESA to disturb other Tenants in the building. If the pet or ESA becomes a problem, such as noise, smell, or other problems, to other Tenants or to the Landlord, the pet or ESA and their owners will be issued a Notice of Complaint in conjunction with the Residential Tenancies Tribunal of NB.
- 14. The Tenant agrees to allow the Landlord to conduct an inspection at the Landlord's discretion providing 24 hours' notice, if the Landlord feels the pet or ESA is not being properly cared for or is causing damage to the apartment or apartment building.

(H) APARTMENT CONDITION & TENANT OBLIGATIONS

- 1. The Tenant agrees that their apartment may not be ready when they arrive on the 1st of the month to collect their keys upon move in. The Tenant agrees that they may pick up their keys any time after 3:00pm on the 1st of the month, however, our maintenance and cleaning teams may be working in the apartment when the Tenant arrives. The Tenant agrees that they may place their belongings in one room and allow the maintenance and/or cleaning crews to complete their work.
- 2. The Tenant agrees to take the premises "as is" or as specified in the lease, and to provide the Landlord with a completed copy of the Accommodation Inspection Report before the 5th of the first month of tenancy and to keep a copy.
- 3. The Landlord will ensure that the apartment will be in a "good state of cleanliness" and "fit for habitation" on move-in day as per the NB Residential Tenancy Act. If the Tenant is unhappy with the "state of cleanliness" on move-in day, the Tenant must report to the Landlord the cleaning or maintenance deficiencies the same day the keys are picked up and they must offer the Landlord time to rectify the deficiencies. No compensation will be given to the Tenant if they are not happy with the "state of the apartment". A member of the cleaning or maintenance department will return to the apartment within 24 hours to rectify the deficiencies.



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- 4. The Tenant agrees to keep the premises in a proper state of cleanliness during their tenancy, and upon vacating the apartment, agrees to clean the apartment thoroughly; as per the cleaning list provided at the pre-move-out inspection, as well as in their move-out package.
- 5. The Tenant agrees to use proper cleaning products for hard surface floors and vacuum and clean carpets as required.
- 6. The Tenant agrees to use liners for cupboards, medicine cabinets, stove liners & oven burner liners.
- 7. The Tenant agrees not to allow excess liquid to remain on laminate floors as it may cause damage. The Tenant is to damp mop floors and dry thoroughly. Do not use soap or abrasive cleansers, wax or polish.
- 8. The Tenant agrees to keep all windows clean.
- 9. The Tenant agrees to use only putty, tacks, pins or finishing nails as picture hangers. The Tenant agrees not to use stickers or tape.
- 10. Tenants agree not to crack fill or fill any holes during their tenancy or on move-out. Fees will be charged upon move out for any crack filling completed by the Tenant.
- 11. The Tenant agrees **not to paint any areas of the apartment**. Fees will be charged upon moveout for any paint applied to any area in the apartment by the Tenant during their tenancy.
- 12. The Tenant agrees not to make alterations or additions to the apartment of any kind. Any fixture attached shall become the property of the Landlord upon vacating the apartment.
- 13. In apartments where a TV wall mount is provided, the use of the supplied wall mount is solely at the Tenants risk. The Landlord is not responsible for any damage to the Tenant's TV while installed.
- 14. The Tenant agrees to pay for all repairs from TV wall mounts that are not by the Landlord.
- 15. The Tenant agrees <u>not</u> to install wallpaper. Fees will be charged on move-out for any wallpaper applied to any area in the apartment by the Tenant during their tenancy.
- 16. The Tenant agrees to pay for professional carpet cleaning on move-out and provide a receipt to the Landlord indicating the carpets were cleaned within 1 day of returning their keys to our office. If carpets are not professionally cleaned, a charge may be applied against the Tenant's security deposit.
- 17. If the apartment has basement rooms, the Tenant is advised that these rooms are susceptible to ground-water leakage. The Tenant agrees to notify our office at the first sign of dampness and move their personal items off the floor to prevent damage.
- 18. Tenants who reside in basement apartments are advised to have a dehumidifier running at all times during the summer months to remove any excess moisture which could cause mildew and other problems in the apartment.

(I) TENANTS 18 AND UNDER

Any persons signing a lease under the age of 18 must have a legal guardian sign a schedule "G", Guarantor Agreement. This parent and/or guardian will be acknowledging that they are taking full responsibility of the apartment if the lease is breached in any way.

(J) GARBAGE AND RECYCLING

- 1. The Tenant agrees to place all garbage in proper plastic garbage bags, place bags as required for pickup on garbage day, and keep garbage areas clean.
- 2. A small amount of recyclables can be stored in your storage space and deposited at redemption centres. The city of Fredericton does not conduct recyclable pick-up at multi-unit buildings. It is up to the Tenant to take care of recycling themselves.
- 3. The Tenant agrees not to place garbage or recyclables in halls or on balconies at any time.

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(K) FIXTURES, EQUIPMENT AND FURNITURE

- 1. The Tenant agrees to use burner pan and stove liner inserts. The oven and stove top are to be cleaned regularly and upon vacating the apartment.
- 2. The Tenant agrees not to set a box spring and/or their mattress directly on the floor or against the wall due to moisture and mildew problems. (For air to circulate you need at least 6" clearance under your box spring.)
- 3. The Tenant agrees to arrange furniture & other belongings so as not to block heat circulation from radiators and to enable access for repairs. The Tenant also agrees to vacuum the radiators regularly to allow efficient heat flow.
- 4. The Tenant agrees not to use any disinfecting pucks or any other devices in the flush tanks as they can cause damage.
- 5. The tenant agrees not to use Drano or similar products in sinks or drains due to damage it causes to the pipes. A plunger should be used as required.
- 6. The Tenant agrees not to install shelving units over the toilet as items could fall into the toilet. The Tenant also agrees not to dispose of anything in the toilet that may cause the plumbing system to clog up. This includes condoms, sanitary napkins, diapers, children toys, tooth brushes, baby wipes, etc. If items are found in the toilet, fees will apply if repairs are required.
- 7. The Tenant agrees to remove rubber non slip bath mats after each use from the bathtub to prevent damage to tub surface. Do not use non-slip stickers on the bottom of the tub.
- 8. The Tenant agrees not to utilize bass amplifiers or subwoofers on entertainment equipment. If music or base vibrations are heard from outside of the apartment, a Notice of Complaint will be given to the tenant as per the NB Residential Tenancies Tribunal.
- 9. The Tenant agrees not to install any air conditioners without written permission from the Landlord. Air Conditioners must be removed from windows from Nov 1 to Apr 30 to prevent freeze ups in heating pipes.
- 10. The Tenant agrees to operate the HRV air exchanger in the apartment (if applicable) in the proper way to prevent mildew by keeping the unit on low setting during the summer months and higher settings as required in cold months. The tenant is required to keep the interior HRV vents and ductwork clean & vacuumed.
- 11. The Tenant agrees to install their own Carbon Monoxide Detector near the sleeping area if the apartment is heated by natural gas.
- 12. The Landlord is not responsible for any items left in the apartment or storage locker after the apartment has been vacated.
- 13. The Tenant agrees not to attach a satellite dish to the building.
- 14. If applicable, the Tenant agrees to keep their balcony clear of ice and snow. All balconies must be kept tidy and must not be used for storage of any kind, including garbage or recyclables. Wind chimes and upholstered furniture are not permitted.
- 15. The Tenant agrees not to tamper with the sprinkler system by hanging or attaching anything to it, bumping it or covering the sprinkler heads. They are very sensitive and the tenant is responsible for water damage if this occurs due to tampering.
- 16. The tenant agrees to report any appliance problems immediately to the landlord. The Landlord will not be responsible for any loss (or damage) of food due to problems not being reported promptly. The Landlord is not at fault if an appliance breaks down as it is considered an unforeseen circumstance. Tenants should have tenant insurance to cover any losses which may occur due to an appliance break down.
- 17. The tenant agrees that no modifications to plumbing (bidets, dishwashers, washer/dryer, etc.) are to be made unless written permission is granted by the Landlord.



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18. The Tenant agrees to provide the following: light bulbs, fuses, plastic garbage bags, bathroom plunger, snow shovel, proper curtains/blinds for windows (no flags or bedding), hot pads for countertops and a **proper shower curtain**.

(L) <u>LAUNDRY, STORAGE AND COMMON AREAS</u>

- 1. Laundry rooms are provided as a convenience and are not an obligation of the Landlord.
- 2. The Landlord accepts no liability for damage to or theft of clothes left in the laundry room. Laundry machines can be used from **8:00 AM to 10:30 PM** only.
- 3. Tenants are expected to abide by rules posted in laundry room and report any malfunctioning of machines to our office.
- 4. Repairs to all laundry machines will be made during normal business hours Monday to Friday. Do not overload washers or dryers and be sure to clean out the lint tray after each use to avoid breakdowns.
- 5. No washer or dryer is permitted in apartments unless supplied by the Landlord or the Landlord grants written permission for the Tenant to install their own laundry machines.
- 6. Storage lockers are assigned by our office and storage locker rental fees may apply.
- 7. Tenants are not to occupy a storage locker unless they have contacted our office and have been formally assigned a locker.
- 8. Storage lockers are to be kept locked at all times to prevent theft and vandalism.
- 9. The Tenant agrees not to store combustible materials in the lockers.
- 10. Tenants are not permitted to change locker numbers or use other lockers without permission. Unlocked lockers will have contents removed.
- 11. Storage locker contents will be discarded once the tenancy has ended and the apartment has been vacated.
- 12. Halls, stairs and common areas are to be kept free of the Tenant's belongings. This includes footwear outside your door.
- 13. The Tenant agrees not to create any odours in their apartment that may cause offensive smells in hallways or common areas and create undue hardship to other Tenants.
- 14. Tenants are not allowed to store bicycles in hallways or stairwells. Bikes left in these areas may be removed at any time without warning.
- 15. The tenant agrees not to park or chain bicycles or other equipment in areas that may be needed for snow removal. If left in the way, they may be damaged or removed at any time without warning.
- 16. No open beverages, open liquor or unpackaged food is allowed in the common areas of the buildings.
- 17. The Tenant agrees that if the building elevator malfunctions, they will use the emergency phone provided on the operation panel inside the elevator.
- 18. If the tenant cannot get the elevator to come to their floor, it may be locked for repairs on another floor. Please call the office for assistance.
- 19. Do not hold elevator door open. Push "Open Door" button until you are ready for the door to close. Please call our office in the event you find the elevator not working.
- 20. The Tenant agrees to contact the office to obtain special access to the elevator for moving purposes.

(M) VEHICLES & PARKING



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- 1. The Tenant agrees not to park in front of an entrance, or sidewalks, or to block access to buildings or parking areas.
- 2. The Tenant agrees to accept one parking space per unit, which may be assigned at the Landlord's discretion. Parking space rental fees may apply.
- 3. Tenants who do not have a vehicle cannot permit non- residents to park on the property in place of themselves.
- 4. The Tenant agrees to have their vehicles and their visitors' vehicles moved after each snowfall to facilitate snow removal. Vehicles are to be moved before or when the plow truck arrives or during a pre-defined snow removal time. The Tenant agrees to allow the Landlord to tow the vehicle if it has not been moved during a pre-defined snow removal time or within 24 hours after each storm. The Landlord accepts <u>no</u> liability for any damage done to the Tenant's vehicle while towing.
- 5. All vehicles parked on the property must have current licence and registration and be in good working order. Extensive auto repairs are <u>not</u> to be completed on the property.
- 6. In underground parking garages, tenants are not allowed to use remote control locks with horns.
- 7. Tenants are not permitted to let vehicles sit idle in underground parking garages due to increased carbon monoxide levels that may occur.
- 8. If the garage door does not close to an underground parking garage, please call our office immediately to prevent security risk and damage from cold weather.
- 9. It is the Tenant's responsibility to ensure that their vehicle meets the height restrictions for the underground parking garage they are attempting to enter. The Landlord is not responsible for damage to vehicles caused by garage doors or height restrictions.
- 10. If a Tenant's vehicle leaks fluid in the parking lot or garage, they are responsible for the clean-up of these fluids.
- 11. The Tenant agrees to abide by all parking Rules and Regulations in building parking lots that are monitored.
- 12. The Tenant agrees to have all of their visitors abide by all parking Rules and Regulations in building parking lots and to have their Visitors only park in Visitor parking where available.
- 13. If a parking lot is monitored by *a Third Party Company*, it is up to the tenant to keep vehicle information current at the Landlord's office. Vehicle information must be updated during business hours. The Landlord is not responsible or liable if your vehicle is restricted and you have not updated your information.

NOTE: Any tenant making changes to their vehicle information from that originally put on the application form must submit the vehicle changes in writing to the Landlord.

(N) APARTMENT ACCESS, KEYS & PRIVACY

- 1. Locks must <u>not</u> be installed on any door within the apartment, changed or removed without the permission of the Landlord.
- 2. The Tenant agrees to return all keys issued and any copies made, to the office on the day the apartment is vacated. If not returned the tenant will be charged per set of keys issued and for any missing extra keys issued during your tenancy.
- 3. The Tenant acknowledges that the apartment access locks are master keyed to provide the Landlord access for maintenance and emergencies as required.
- 4. The Tenant agrees that by making a service request, permission is granted for service people to enter the apartment to complete the repair at any time during the two consecutive business days after the request has been made without further permission from the tenant. Notice will be given if the maintenance request is scheduled past the two day time frame.

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- 5. During the last rental month, the Landlord may enter the apartment without notice to show prospective Tenants.
- 6. The Tenant agrees that in the final month of tenancy, the Landlord may gain access to the apartment to complete inspections, paint, or complete repairs or alterations. (Appropriate advance notice will be given to the Tenant.)
- 7. The Tenant agrees to allow the Landlord access to the apartment the week before Christmas day without further notice. Access is required to complete an annual insurance inspection by checking items such as smoke detectors, window latches and thermostats.
- 8. The Tenant agrees to allow the Landlord access to the apartment after the vacate date listed on the duly served "Notice to Vacate", to determine if the tenant has vacated the apartment or is occupied by the Tenant who's named on the lease.
- 9. The Tenant agrees to allow The Landlord to include any pertinent information it sees fit, on the tenant list for use by company maintenance personnel.
- 10. The Tenant agrees to allow the Landlord to verify and contribute to any consumer reporting, government, banking, collection agency, professional agency or other Landlord looking for a reference, any information obtained by the Landlord, including outstanding rent and breach of terms and conditions.
- 11. The Tenant grants permission for the Landlord to contact them at any time during their tenancy via phone, email or any other type of communication. The Tenant agrees to allow the Landlord to email them marketing and promotional material throughout their tenancy.
- 12. The Tenant agrees that they will have their apartment vacant, cleaned and ready for inspection by 12:00 pm (noon) on the last day of the month of their lease agreement.
- 13. Any privacy related complaints must be made in writing and addressed to the Landlord's Privacy Commissioners at Fredericton Rentals Ltd /Gorham Real Estate.

(O) HEALTH, SAFETY, SMOKING AND DRUGS

- 1. The Tenant and their guests must use ashtrays or butt pots outside and must not dispose of butts on floors, walkways or the property grounds.
- 2. The Tenant agrees not to smoke or vape inside the apartment, in common areas, on balconies, or within 5 meters of building entries. If smoking occurs inside the apartment, a Notice of Complaint will be delivered and the NB Residential Tenancies Tribunal will be notified. The Tenant will be responsible for all carpet shampooing, painting and cleaning necessary to rid the apartment of smoke damage.
- 3. Tenants are not allowed to grow or produce legal, medicinal or illegal drugs in their apartment.
- 4. The Tenant agrees not to toss items of any kind off balconies or out of windows.
- 5. The Tenant is responsible for damage caused by forced entry except where a break and entry has occurred and the police have been notified. Our office should be notified immediately of such an event.
- **6.** It is highly recommended that the Tenant purchase tenants insurance. The Landlord is not responsible for damage or loss of property.
- 7. Propane Barbecues with larger than 1 lb. cylinder (or other propane equipment), or charcoal barbecues, are not permitted by law in the building or on the balconies.
- 8. The Landlord prefers Tenants to use artificial Christmas trees to prevent fires and needle litter.
- 9. Do not use the elevator if a fire in the building is suspected. Use fire exits and stairs.
- 10. The Tenant agrees to call 911 when the fire alarm goes off to alert the Fredericton Fire Department about a potential emergency. Not all buildings have alarms that ring direct into the Fire Station.



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- 11. The Tenant agrees not to cause any fire hazards and to maintain and provide working batteries for smoke detectors and correct fuses for electrical panel. At buildings with aluminium wiring such as 440 Needham and 900 Barker, no air conditioners or clothes dryers are permitted in the apartments.
- 12. The Tenant agrees not to leave windows open or to lower the thermostat so as to allow water or heat pipes to freeze or mildew to develop. The Tenant agrees not to waste heat and to keep the temperature between 68 and 70 degrees Fahrenheit or higher in cold weather.
- 13. The Landlord is not required to heat apartments in summer where the utilities are included in the tenants rent.
- 14. The Tenant agrees to maintain healthy air quality within the apartment by using fans or HRV's if provided and by providing and maintaining their own dehumidifier or humidifier, as required to prevent mould formation.
- 15. The Tenant agrees not to allow firearms or illegal drugs on the property.

(P) ACKNOWLEDGEMENT

I/We have read and understood all the sections of this agreement titled "Schedule B" – Rules and Regulations - Additions to your Lease.		
DATED at the City of Fredericton, Province of New Brunswick this		
Tenant #1	Tenant #2	
Tenant #3	Tenant # 4	
Tenant # 5	Tenant # 6	