

RBA

R. Birt & Associates

27 Brackley Point Road, Charlottetown, PE C1A 6Y1

Tel: (902) 368-3318 Fax: (902) 628-1576 Open Mon – Fri 8-12 and 1-4

SCHEDULE "D"

Additional Terms and Conditions Section IV of Rental Agreement

Dear Tenant :

Thank You for joining our growing family of satisfied Tenants. We try to maintain our rental properties in a reasonable state of repair, and we expect our Tenants to do the same. This letter will serve as an information document for you, and should be reviewed carefully before you arrange to move into your apartment or house. *Your agreement to rent is in accordance with the Rental of Residential Property Act of P.E.I.*

Before moving into your apartment or house, you should arrange to have the electricity connected by calling Maritime Electric Co. Ltd. at 629-3799. Your telephone installation may be arranged by calling Aliant at 1-866-425-4268 or Eastlink at 367-2800 for phone and cable services. Once your telephone is hooked up, we would appreciate it if you would call our office at 368-3318 and leave us your new number, so we can contact you, should the need arise.

NOTICE TO VACATE

Since we rent our units on a *Month-to-Month Basis, you must give your notice, in writing, at least one month before the due date for payment of rent, to be effective on the day preceding the due date.* For example: if you intend to move out at the end of August, and your August rent is due August 1st, you must give notice *no later than July 31st.* You are responsible for rent for the month of August. Then you must vacate the premises by August 31st. If you leave without giving proper notice, you will be held responsible for rent that would have been due up to the termination date had proper notice been given.

NOTICE TO VACATE FORMS are available from our office. (Form 3)

RENT PAYMENT

Rental Payments are due on the 1st day of each month, and are to be paid by you, at our office. It is your responsibility to pay your rent at the beginning of each month. Under special circumstances we may be able to have your rent picked up, however, you must contact us in advance with your request. Preferred arrangements are for you to provide a series of post-dated cheques. *It is our policy to charge for the administration costs of processing returned cheques, and to terminate Tenancy when payment problems are experienced.*

LATE PAYMENT AND RETURNED CHEQUES

You will be charged a \$15.00 fee for each cheque returned to us by your bank.

SECURITY DEPOSIT

A Security Deposit of a \$550 is due and payable on the commencement of a Rental Agreement. Some units require a full month's rent. This amount will be returned within 10 days of the termination of our Rental Agreement provided all keys are turned in, there are no damages to the rental unit, and that the unit has been adequately cleaned. Fees for inadequate cleaning are as follows: \$25.00 for a refrigerator, \$25.00 stove and \$25.00 oven, \$10.00 for a missing kitchen compost bin and missing shower rod \$20.00. Interest will be paid on the termination of this Agreement at the rate payable as prescribed by IRAC.

FURNITURE/APPLIANCES

When the unit is equipped with a refrigerator, stove, or any other furniture or appliances, the Tenant is required to keep all items properly cleaned and maintained. Failure to do so will result in additional rental costs. The Tenant is to be responsible for any damage to this equipment, reasonable wear and tear accepted. If equipment requires service, please contact us.

DAMAGES

Damage to any furniture, appliances, walls, doors, screens, or damages such as broken windows, carpet burns or stains, or any other type of damage is at the Tenants expense. Repairs will be carried out (when time permits) by our service crew, with the **cost of any repairs billed to you for immediate payment**. Carpets must be kept clean at the expense of the Tenant.

UNHEATED PREMISES

When it is your responsibility to heat the premises, this responsibility continues until such time as our Rental Agreement has been legally terminated, whether or not you continue to occupy the premises. This applies particularly in colder weather, and it is also your responsibility to keep the power on in the premises until our Rental Agreement has been legally terminated.

CHANGES

The apartment or house is rented in its present condition, and any changes you wish to make must be approved by us. Examples: paint, chain locks, new locks, dead bolts, electrical, phone, or cable outlets, etc. Please call us at 368-3318 for approval. *If you carry out unapproved changes, costs to restore to original condition will be at your expense.*

SNOW REMOVAL/GRASS CUTTING – INCLUDED

If it specified in our Rental Agreement that snow removal and grass cutting IS provided, then the snow will be removed from the parking lot and sidewalks as soon as weather permits, or as equipment becomes available. Grass cutting will be done on a regular basis during the summer months.

SNOW REMOVAL/GRASS CUTTING - NOT INCLUDED

If it is specified in our Rental Agreement that snow removal and grass cutting is NOT provided, then the Tenant is responsible to keep the driveway and sidewalks clear from snow during winter months, and to keep the grass cut on a regular basis during the summer months. (This may require cutting the grass at least twice a week during the heavy growing season.)

SERVICE CALLS

For general repairs/service, please call our business office, Monday - Friday 8:00 am - 12:00 noon and 1:00 p.m. - 4:00 pm, phone number **368-3318**. If our office is closed, please leave a message. For after hours emergencies see below.

EMERGENCY CALLS ONLY

If you have an emergency, please call our office at 368-3318. **If it is after hours, please call 368-3318 and follow the appropriate prompt for service.** Please note that an emergency is something that must be taken care of **RIGHT** away – toilet overflowing, no heat/hot water, water leak. **All** other calls would be considered non-emergency and will be taken care of on a first come/first served basis during regular business hours.

CHARGES

A service charge of \$15.00 may be required for service calls such as unlocking apartment doors, replacing burned out light bulbs, fuses in the apartment, etc. If you lose your key or keys, there is a \$5.00 charge for each key that is replaced. If you want your locks changed for any other reason than they are not working, you will be charged the price of the lock and the installation.

OCCUPANCY

The apartment or house is rented to the number of people specified in your Rental Application. Should more than the specified number of people occupy the unit, the rent will be adjusted accordingly, this is to look after the additional costs of heat, hot water, garbage removal, tippage fees, etc. In some circumstances, notice may be given to vacate the premises.

SMOKE DETECTORS

We have installed smoke detectors for your added protection. It is your responsibility to keep the battery in good working condition, and to check the detector periodically to ensure it is working. You should never disconnect any electrical supply unit.

CURTAINS

Flags, sheets, and /or blankets are not acceptable window coverings. Please use proper curtains, blinds or drapes.

PETS

Pets are allowed in some of our apartment units, unless otherwise stated in your rental agreement. A full month rent for damage deposit is required in these units. The full cost of any fumigation needed after you vacate is still the sole responsibility of the tenant. Should we find pets in any apartment unit where they are not allowed, you will be required to have the pet(s) removed immediately, and to pay the full cost of fumigation. You may also be requested to vacate the premises.

WASTE WATCH

Absolutely no garbage, or personal belongings of any sort, is to be left in the hallways/stairwells, furnace or laundry rooms of any building. Please respect the other Tenants, and our building, and place garbage in the containers provided for weekly pick-up by the sanitation company. **It is each tenant's responsibility to sort garbage according to the Island Waste Watch Guidelines.** Information packages regarding sorting are available at our office. If you have a street side address, it is your responsibility to place your bins and blue bags curb side on the appropriate day. (Contact IWMC at 1-888-280-8111 for collection days for your area.)

Non-domestic - i.e., mattresses, refrigerators, stoves, miscellaneous furniture, etc. are not included in regular pick up of sorted material. It is your responsibility to dispose of these items at the Green Isle sorting plant on Superior Crescent in Charlottetown. Our staff can assist you with disposal for a **minimum** fee of \$50. The recommended method of disposal is at the sorting plant as mentioned above.

STORAGE

The Tenant shall not place or allow to be placed, bicycles, baby strollers, or any other personal property in public areas, corridors, stairwells, furnace rooms, sidewalks, etc. Neither shall articles be permitted to remain outside in such areas overnight, or when not in use. Any personal property left in public areas may be removed, and disposed of, by the Landlord. If you have an item or items that you need stored, please let us know, and we will try to provide a suitable location to keep your items. (ie. bicycles, stored for the winter, etc.)

INSURANCE

We feel it is our obligation to advise Tenants to obtain suitable insurance for their possessions, as **our insurance policy does NOT COVER DAMAGE OR LOSS TO YOUR PERSONAL PROPERTY.**

LAUNDRY FACILITIES

Washers and dryers are provided for use by Tenants in our apartment buildings. We ask that you clean the machines and remove lint after each use, and advise you that all machines are used at the Tenants own risk. We are not responsible for any items damaged or lost in the machines or laundry rooms.

MOVING IN/OUT

No goods, chattels, fixtures, or other items that might overload the floor of the apartment or building shall be brought into the apartment or building, nor shall items be moved in or over floors, sidewalks, steps, stairways, lawns, or other property of the Landlord, that would cause any damage whatsoever to the same. Tenants will be held responsible for any damage caused by their movement of items, in, out of, or about the apartment of building.

PARTIES/NOISE

The Tenant or Tenants, member of his/her family, his/her guests, visitors, or servants, shall not make or permit loud and improper noise in the building, or do anything that would reasonably annoy, disturb, or interfere with Tenants or neighbors. Nor shall any noise whatsoever be repeated after a request to discontinue has been made by the Landlord, Police, or other person in charge of the building. If this continues to be a problem with a Tenant, he or she will be given Notice to Vacate the Apartment. (s.14(1)(2) of Act).

CHILDREN PLAYING IN HALLWAYS

This is a reminder of the importance of NOT ALLOWING your children to play in the common hallways, or entrances. It is appreciated if you would ask your children to use the "great outdoors", or your apartment, and not the hallways.

BUILDING ENTRANCES

No sidewalk, hall, entry, passage, or stairway of the building shall be obstructed, or used by Tenants for any other purpose than for entry and exit to and from their respective apartments. No articles shall be left in the common areas, nor shall the common areas be used as play areas, or for loitering. Children are NOT permitted to play in the corridors or stairwells of any buildings.

PROPANE

Propane is not to be stored inside any unit.

TRANSFERRING TO A DIFFERENT UNIT

Tenants who transfer to a different unit will be charged a \$90 fee for cleaning of the unit. For major repairs to the unit, a fee of \$200 will apply.

Once again, thank you for becoming part of our rental family. With your consideration, and our desire to provide you with reasonable rental accommodations, we look forward to a lasting association with you. If you have any questions, or problems, please call us at 368-3318. We'll be happy to help you.

Sincerely,
R. Birt & Associates