

To: All Killam Residents

Date: July 2018

Re: Marijuana Legalization

Over the past several months, there has been much discussion regarding the legalization of marijuana and how this will impact residential buildings.

In accordance with the Nova Scotia Cannabis Control Act (Bill 108, Section 35-2), Killam Apartment Reit is providing four (4) months' notice to all tenants that the smoking or cultivation of marijuana is prohibited in your building.

This property will become a marijuana smoke-free and cultivation-free building effective December 1st, 2018.

In that regard, please find attached two (2) copies of the revised Rules and Regulations, Schedule C, of your lease agreement that requires your signature. Please initial and sign where indicated and return one copy to your Resident Manager and retain one copy for your records.

Tenants who do not wish to remain in tenancy as a result of this notice must provide three (3) months written notice to terminate their lease agreement and notice must be received no later than August 31st, 2018. *(Please note that your notice must be completed by using the "Notice to Quit – Early Termination of Tenancy Due to Cannabis Rules", which can be found at: <https://novascotia.ca/sns/pdf/ans-residential-tenancies-rental-cannabis-rules.pdf>).*

If you have any questions regarding this change, please contact your Resident Manager.

Thank you for your attention to this matter.

SCHEDULE "C" Rules & Regulations

- Rental Payments** 1a. The Resident agrees to provide a signed pre-authorized payment form for automatic withdrawal of monthly rent to the Landlord beginning with the term created hereby. Cash payments will NOT be accepted.
- Insurance** 2a. The Resident is required to obtain insurance as recommended by a licensed agent and provide proof of insurance to the Landlord upon moving in and continue to provide proof of coverage on an annual basis.
2b. The Landlord does not insure the Resident's contents and accordingly will not accept responsibility for any damages to personal property.
- Windows** 3. Tenants must not allow their windows to remain open so as to admit rain or snow or to cause pipes to freeze. Any Resident neglecting this rule will be held responsible for any resulting damages.
- Water** 4a. Residents will pay for any damages done by reason of water left running from taps in the unit.
4b. Residents will report immediately any leaking faucets or running toilets.
- Heat** 5. Residents will keep the temperature in their unit at a minimum of 65°F/18°C during winter months.
- Toilets/Plumbing** 6a. It is the Resident's responsibility to have a plunger on hand for clogged plumbing.
6b. Residents are not permitted to pour grease, food particles etc. down the drain and are also responsible for removing hair clogging drains.
6c. Should it be deemed necessary to call a plumber, this will be at the tenant's expense.
- Washers/Dryers** 7. Washing and drying machines provided for the use of the Residents shall be cleaned after use and are used entirely at the risk of the Resident.
- Other Appliances** 8. Except where provided and/or permission granted, the Residents may not use air conditioners, dishwashers, washers/dryers or electric heaters. If granted, air conditioners to be removed by October 15th.
- Fridges/Stoves** 9. The Landlord's electric stove and refrigerator and other appliances, if any, must be kept clean and in good working order. The Resident is responsible for any damages to equipment. Reasonable wear and tear is expected.
- Vehicles** 10a. Residents will not park or allow visitors to park in any spot not specifically allotted to the tenant without prior permission from the Landlord.
10b. Repairing or washing of vehicles is prohibited unless specifically approved by the Landlord.
10c. Vehicles must be in working order, with current inspection and registration at all times. Vehicles must be mobile at all times as the Landlord may request the vehicle be moved to carry out snow removal etc.

10d. Any vehicle deemed unsightly/dangerous may be ticketed and/or towed at the discretion of the Landlord and associated costs to be billed back to the tenant and/or the owner of the vehicle.

Personal
Belongings

11a. The Landlord accepts no liability for lost/stolen property or belongings on the premises (ie: vehicles/vehicle contents, items left in laundry room, on balconies etc.)
11b. No articles shall be left in common areas, nor shall the common areas be used for play or loitering. Any personal property will be removed and disposed of by the Landlord.

Occupancy

12. No Resident shall advertise on any online hospitality site, including Air B&B, and shall not take roomers or boarders in any apartment. The Resident agrees that the apartment will be occupied by only those authorized on the approved "Offer To Lease".

Doors/Locks

13a. No locks can be re-keyed or altered in any manner at any time without permission of the Landlord.
13b. If applicable, Residents are responsible to ensure screen doors are latched. Any damage due to an unlatched door will be the Resident's responsibility.

Inspections

14a. The Resident agrees to be present and sign the "In" inspection report upon occupancy.
14b. The Resident should be aware that throughout tenancy the Landlord shall perform various inspections of the unit and the Resident will be given advance notice of these inspections. (ie: smoke detectors etc.)
14c. Upon vacating the premises, the Resident shall be present to perform and sign an "Out" inspection of the unit and provide the Landlord with a forwarding address.

Pets

15. No dog, cat or other animal will be kept within or about the unit or do anything that would reasonably annoy, disturb or interfere with other Residents, without prior permission from the Landlord.

Noise

16. The Resident and/or guests shall not make or permit loud or improper noise in the building or do anything that would reasonably annoy, disturb or interfere with other Residents or staff.

Window Covering

17. The Resident will not hang a blanket, flag or other material from the window, temporary or otherwise.

Signage

18. No signs, advertisements etc. shall be inscribed or affixed on any part of the interior/exterior of the building.

Walls

19. The Resident will not use unreasonable size nails/hangers on walls for pictures, mirrors etc. No adhesive wall hanging devices are permitted. No wallpapering and/or painting of walls is permitted unless authorized by the Landlord and as such only dry strippable wallpaper must be used. The Resident will be held responsible for any damages made to walls on the premises.

Fees

20a. The Resident agrees to pay the Landlord a 1% late payment charge of any rental payments not paid as per the terms of the lease agreement.
20b. The Resident is aware there is a charge for the return of any payments from the Resident's bank, for any reason whatsoever. (ie: NSF, bank errors etc.) The Landlord shall set such charge at their discretion.

- Carpet Cleaning** 21. The Resident expressly agrees to steam clean, shampoo or other acceptable professional type of carpet cleaning on an annual basis and upon vacating the unit. Failure to professionally clean the carpets upon vacating will result in the Landlord cleaning the carpets and charging this back to the Resident.
- Waste Removal** 22a. The Resident is responsible for proper garbage/recycling/ organics disposal as per the municipal guidelines.
22b. Any items placed in or beside dumpsters are not to be removed by any Residents for safety reasons.
- Balconies** 23. Absolutely no garbage, hanging laundry, or any other unsightly items to be kept on balconies. Any decorative items on balconies for holidays must be removed two weeks after said holiday.
- BBQs** 24. The Resident has been advised and has been provided a signed copy of the Balcony Barbeque Safety Requirements and agrees to abide by these requirements at all times, if applicable.
- Christmas Trees** 25. Absolutely no real Christmas trees are permitted on the premises of the building.
- Pests** 26. The Resident agrees to report immediately ALL pest sightings, irregular pest activity etc. to the Landlord. Failure to report pests in the unit will result in all charges associated with resolving the pest issue being charged back to the resident.
- Perks Card** 27. The Resident has received a Killam Perks card upon move in and agrees to return the card upon vacating the unit. Failure to return said card will result in a \$15.00 fee to the Resident.
- Marijuana** 28. In accordance with the Nova Scotia Cannabis Control Act (Bill 108, section 35-2), this property is a marijuana smoke-free building and therefore the smoking or cultivation of marijuana is prohibited. (Initial: ____ ____ ____ ____)
- Additional Rules** 29. The Landlord shall have the right to make other and further rules and regulations that are reasonable, as in his/her judgment may from time to time be needed, for the safety, care and cleanliness of the unit and building. Such and further rules and regulations shall become effective and binding upon the Resident when promptly notified and/or posted and displayed in the building.

***** Note:** A copy of these rules and regulations has been received by the Resident(s) and he/she/they agree these rules and regulations form part of the "Standard Form of Lease".

DATE: _____ RESIDENT _____

LANDLORD/AGENT _____ RESIDENT _____