



RENTAL APPLICATION

I/We agree to rent from KG Group (the "Landlord", including, but not limited to K&G Apartment Holdings Inc., K&G Apartment Holdings II Inc., K&G Oakburn Apartments I Ltd., 35 Canyon Avenue Limited, and/or Mikegold Construction) the "Rental Unit" known as:

OFFICE USE ONLY

Building Name: _____ Building Address: _____
 Suite Number: _____ Suite Type: _____

TERM:

Length of Term: _____
 From: _____
 To: _____
 Base Monthly Rent: \$ _____
 Monthly Parking: \$ _____
 Monthly Locker: \$ _____
 Total Monthly Charges: \$ _____

PRO-RATED RENT: (If applicable)

Length of Pro-rated Term: _____
 From: _____
 To: _____
 Base Rent Pro-rate: \$ _____
 Parking Pro-rate: \$ _____
 Locker Pro-rate: \$ _____
 Total Pro-rate Charges: \$ _____

PROPOSED OCCUPANTS – Other than Applicant(s)

It is understood that only the Applicant(s) and Occupant(s) listed here are to occupy the rental unit. Any occupancy changes must be reported to Management in writing and require the Landlord's written approval.

| | NAME | RELATIONSHIP | DATE OF BIRTH |
|------------|------|--------------|---------------|
| OCCUPANT 1 | | | |
| OCCUPANT 2 | | | |
| OCCUPANT 3 | | | |
| OCCUPANT 4 | | | |

Please attach with your Rental Application:

1. Verification of income in the form of:
 - a) Employment letter
 - b) Tax documents
 - c) Proof of other income or assets
2. If self-employed, provide the most current Notice of Assessment

PETS: The applicant intends to keep a pet in the rental unit Yes No

SMOKING: The applicant is applying for a Rental Unit with smoking rules Yes No

I/We agree to pay for the following service(s) applicable to the premises described above:

Hydro/Electricity Phone Cable Internet Wirecare

| Office Use Only | |
|-----------------|----------|
| Leasing Agent | Approval |
| | |

| Initials | |
|-------------|-------------|
| Applicant 1 | Applicant 2 |
| | |

| APPLICANT INFORMATION | APPLICANT 1 | APPLICANT 2 |
|---|------------------------|---|
| Name Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Dr. <input type="checkbox"/> | | |
| Social Insurance Number* | | |
| Date of Birth | | |
| Telephone Number & Business Number | | |
| E-mail | | |
| Present Address | Address | Address |
| | City Province | <input type="checkbox"/> Same as Applicant 1 City Province |
| | Postal Code | Postal Code |
| Years at Present Address | | |
| Present Address Monthly Rent | | |
| Present Landlord's Name | | |
| Present Landlord's Telephone Number | | |
| Previous Address | Address | Address |
| | City Province | City Province |
| | Postal Code | Postal Code |
| Years at Previous Address | | |
| Previous Address Monthly Rent | | |
| Previous Landlord's Name | | |
| Previous Landlord's Telephone Number | | |
| Current Occupation | | |
| Length of Employment | | |
| Current Employer | | |
| Supervisor's Name | | |
| Supervisor's Telephone Number | | |
| Annual Income | \$ | \$ |
| Previous Occupation | | |
| Length of Employment | | |
| Previous Employer's Name | | |
| Previous Annual Income | \$ | \$ |
| Other Income or Assets | | |
| Vehicle | Make: Year: Colour: | Make: Year: Colour: |
| License Plate Number | | |
| Driver's License Number | | |
| Emergency Contact | Name: | Name: |
| | Relationship: | Relationship: |
| | Telephone: | Telephone: |
| | Address: | Address: |
| References (2 personal and 1 financial) | Personal Ref. 1 Name: | Financial Ref. Name: |
| | Relationship: | Telephone: |
| | Telephone: | Company: |
| | Personal Ref. 2 Name: | Address: |
| | Relationship: | |
| | Telephone: | |

*Optional

| Initials | |
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| Applicant 1 | Applicant 2 |
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ACKNOWLEDGEMENTS, LEGAL DISCLAIMERS AND SIGNATURES

I/We hereby certify the information and representations provided on this form (Applicant Information) to be accurate and true and are intended to be relied upon by the Landlord in its consideration of whether to accept my/our Rental Application. I/We agree that upon acceptance of this Rental Application by the Landlord, the Landlord and Applicant shall enter into the Government of Ontario's standard-form residential tenancy agreement ("**Residential Tenancy Agreement**") for the Rental Unit incorporating, amongst other terms, the terms in this Rental Application. In the event that a Residential Tenancy Agreement is entered into, this Rental Application will be deemed to form part of the Residential Tenancy Agreement. Any omission or misstatement by the Applicant may result in the review of the tenancy by the Landlord even after occupancy has been taken. It is also agreed that if this application is rejected, the Landlord shall not be required to give any reasons.

Rent Deposit

A rent deposit in the amount of one month's rent shall be provided by the Applicant prior to the Landlord executing the Residential Tenancy Agreement and shall be applied towards rent for the last month of the tenancy. If rent increases in accordance with provincial guidelines, the Landlord may require the Applicant to pay an additional amount to increase the rent deposit to reflect the new rent. **IF THE LANDLORD AND APPLICANT SHOULD FAIL TO ENTER INTO SUCH RESIDENTIAL TENANCY AGREEMENT, THE APPLICANT ACKNOWLEDGES THAT THE DEPOSIT WILL BE REFUNDABLE UPON REQUEST WITHIN 10 CALENDAR DAYS FROM PAYMENT. OTHERWISE IN ADDITION TO ANY OTHER RIGHT TO DAMAGES AND COSTS ACCRUING TO THE LANDLORD, I/WE AGREE AND ACKNOWLEDGE THAT THE DEPOSIT SHALL BE FORFEITED.** The Applicant acknowledges that the rent charged for the Rental Unit applied for was negotiated based on the number of occupants as set out in the Rental Application and agree to limit the number of occupants accordingly.

Possession

If, through no fault of the Landlord, it is unable to give possession of the Rental Unit on the date of commencement of the term, the Landlord shall not be subject to any liability to the Applicant(s) and shall give possession as soon as the Landlord is able to do so. Failure to give possession on the date of commencement shall not in any way affect the validity of the Residential Tenancy Agreement, the obligations of the Tenant(s) or in any way be construed to extend the term of the Residential Tenancy Agreement. In the event that a Residential Tenancy Agreement is entered into, this Rental Application will be deemed to form part of the Residential Tenancy Agreement.

Use of Personal Information

The Applicant(s) hereby give(s) permission to the Landlord/Agent to use the information collected herein to obtain a consumer report; to contact employer(s), Landlord(s) and references; to contact agencies that provide Landlord information; to enforce the terms of any Residential Tenancy Agreement that may be subsequently entered into with the Applicant(s); or to reasonably use it otherwise to assess this Rental Application. The Landlord will treat and deal with any such personal information in accordance with all applicable privacy laws. It is further agreed that the Applicant will provide eligible photo identification with this application.

Tenant Insurance

The Applicant shall, during the entire term of the tenancy and any renewal thereof, at his/her/their sole cost and expense, obtain and keep in full force and effect, fire, water, contents, property damage, and public liability insurance in an amount that the Landlord, acting reasonably, considers adequate. The Applicant agrees to provide the Landlord with proof of such insurance coverage upon request of the Landlord, at any time and show proof of such prior to taking possession of the Rental Unit. The Applicant shall notify the Landlord immediately, in writing, if such insurance policy is cancelled or terminated for any reason. It is further agreed and understood that, while the Landlord has the right to be provided with proof that such insurance is in effect, it is the Applicant's responsibility to obtain the required insurance and it is not the Landlord's obligation to ensure that the Applicant has done so. The Applicant acknowledges that the Landlord is not an insurer of the Applicant's contents and personal property, and does not carry any insurance for the Applicant. The Landlord will not be responsible for loss of, or damage to, any of the Applicant's contents and/or personal property.

Tenant Amenities and Common Areas

The Applicant acknowledges and understands that other portions of the site and/or the building(s) may not be complete and/or may be under construction and/or renovation while the Applicant resides in the Rental Unit and/or building(s). The Applicant acknowledges and understands that some amenities areas including but not limited to a recreation centre, fitness centre, swimming pool, business centre, lounge area(s) and/or any other amenities and/or common areas may not be complete and/or available in the initial phases of building occupancy or during occupancy. The Applicant further acknowledges and understands that selected resident services and/or amenities may be on a trial basis only and subject to change without notice. The Applicant also acknowledges and understands that any amenities may, at some point in the future, cease to be provided in the

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| Applicant 1 | Applicant 2 |
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sole discretion of the Landlord. I/We further understand and acknowledge that selected resident services are on a trial basis and subject to change without notice. E. & O. E.

The Applicant understands that there may be, due to the nature of the construction and/or renovation of apartment building(s) and/or necessary repairs, the potential for substantial disruption of and interference with the reasonable enjoyment of the Rental Unit, the building(s) and/or the common areas by the Applicant and/or occupant(s) and/or guest(s) for any and all usual purposes during occupancy of the Rental Unit and/or the building(s).

Cannabis

The Applicant shall not cultivate, grow, produce, purchase, sell, distribute, or smoke (including vaping and/or burning) any cannabis plant or product within the Rental Unit or in any common areas inside or outside of the building or anywhere inside or outside of the building(s) unless the Landlord specifically authorizes same in writing for medical reasons, or unless same is required to accommodate a person under the provisions of the *Human Rights Code* and any future legislation or common law. If the Applicant and/or occupant(s) and/or guest(s) generates smoke from any cannabis plant or product for medical purposes, the Applicant shall notify the Landlord in writing, prior to consuming such cannabis plant or product so as to do so in a manner that minimizes interference or disturbance to other tenants and/or occupant(s) and/or guest(s) and/or the Landlord.

Smoking or Burning of Any Substance in the Rental Unit

The Applicant, and/or occupant(s) and/or guest(s) are prohibited from engaging in the smoking of tobacco, cigarettes, electronic cigarettes, vaping or the burning or smoking of any other substance in the Rental Unit or in common areas inside or outside of the building, or anywhere inside or outside of the building(s) unless the Landlord specifically authorizes same in writing, or unless same is required to accommodate a person under the provisions of the *Human Rights Code* and any future legislation or common law. All references to “smoking” are deemed to include the smoking or burning of any substance. In accordance with City of Toronto Municipal Code Chapter 709-Smoking, the Applicant and/or occupant(s) and/or guest(s) shall not smoke within 9 metres of an entrance or exit of any building(s) on the property.

Legal Disclaimers

105 Harrison Garden Blvd., Toronto, Ontario, M2N 0C3 “Harrison” (if applicable):

- I/We hereby acknowledge and understand that the Landlord, K&G including but not limited to KG Group, K&G Oakburn Apartments Ltd., K&G Oakburn Apartments I Ltd., K&G Oakburn Apartments II Ltd., K&G Apartment Holdings Inc., K&G Apartment Holdings I Inc. and K&G Apartment Holdings II Inc. may have submitted or may choose to submit applications to and received approvals from the City of Toronto to redevelop a portion of this property and/or the adjacent properties. I/We waive any rights, entitlement or claim to additional compensation, notice and/or assistance that might be provided to some other tenant(s) as a result of an agreement between the City of Toronto and K&G. I/We further acknowledge and understand that a portion of this property and/or the adjacent properties may be under construction throughout the tenancy.
- I/We hereby acknowledge and understand that the rented premises is considered new construction and therefore subject to certain exclusions under the *Residential Tenancies Act, 2006* or any successor legislation, subject to provisions of the agreement dated October 24, 2007 between K&G Oakburn Apartments I Ltd., K&G Oakburn Apartments II Ltd. and the City of Toronto under Section 37 of the Planning Act, where applicable.

2, 4, 6, 8, 10, 12 Oakburn Crescent, Toronto, Ontario, M2N 2T4 “The Oaks” (if applicable):

- I/We hereby acknowledge and understand that the Landlord, K&G including but not limited to KG Group, K&G Oakburn Apartments Ltd., K&G Oakburn Apartments I Ltd., K&G Oakburn Apartments II Ltd., K&G Apartment Holdings Inc., K&G Apartment Holdings I Inc. and K&G Apartment Holdings II Inc. may have submitted or may choose to submit applications to and received approvals from the City of Toronto to redevelop this property and/or a portion of this property and/or the adjacent properties. I/We acknowledge and understand this might result in the demolition of this rental building and/or part of this rental building at some future date. If, at some point in the future, K&G provides me with a notice to vacate the Rental Unit in order to allow for the demolition of the building, I/We acknowledge that any notice and/or compensation that I/We may receive will be governed by the *Residential Tenancies Act, 2006* or any successor legislation, and I/We hereby waive any rights, entitlement or claim to additional compensation, notice and/or assistance that might be provided to some other tenant(s) as a result of an agreement between the City of Toronto and K&G. I/We further acknowledge and understand that this rental building and/or part of this rental building and/or other portions of this property and/or the adjacent properties may be under construction throughout the tenancy.

305 Roehampton Avenue, Toronto, Ontario, M4P 0B2 “Roehampton” (if applicable):

- I/We hereby acknowledge and understand that the Landlord, K&G including but not limited to KG Group, K&G Oakburn Apartments Ltd., K&G Oakburn Apartments I Ltd., K&G Oakburn Apartments II Ltd., K&G Apartment Holdings Inc., K&G Apartment Holdings I Inc. and K&G Apartment Holdings II Inc. may have submitted or may choose to submit applications to and received approvals from the City of Toronto to redevelop a portion of this property and/or

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| Applicant 1 | Applicant 2 |
| | |

the adjacent properties. I/We waive any rights, entitlement or claim to additional compensation, notice and/or assistance that might be provided to some other tenant(s) as a result of an agreement between the City of Toronto and K&G. I/We further acknowledge and understand that a portion of this property and/or the adjacent properties may be under construction throughout the tenancy.

- o I/We hereby acknowledge and understand that the Rental Unit is considered new construction and therefore subject to certain exclusions under the *Residential Tenancies Act*, 2006 or any successor legislation.

299 Roehampton Avenue, Toronto, Ontario, M4P 1S2 “Hampton House” (if applicable) and 322 Eglinton Avenue East, Toronto, Ontario, M4P 1L6 “Hampton House” (if applicable):

- o I/We hereby acknowledge and understand that the Landlord, K&G including but not limited to KG Group, K&G Oakburn Apartments Ltd., K&G Oakburn Apartments I Ltd., K&G Oakburn Apartments II Ltd., K&G Apartment Holdings Inc., K&G Apartment Holdings I Inc. and K&G Apartment Holdings II Inc. may have submitted or may choose to submit applications to and received approvals from the City of Toronto to redevelop this property and/or a portion of this property and/or the adjacent properties. I/We acknowledge and understand this might result in the demolition of this rental building and/or part of this rental building at some future date. If, at some point in the future, K&G provides me with a notice to vacate the Rental Unit in order to allow for the demolition of the building, I/We acknowledge that any notice and/or compensation that I/We may receive will be governed by the *Residential Tenancies Act*, 2006 or any successor legislation, and I/We hereby waive any rights, entitlement or claim to additional compensation, notice and/or assistance that might be provided to some other tenant(s) as a result of an agreement between the City of Toronto and K&G. I/We further acknowledge and understand that this rental building and/or part of this rental building and/or other portions of this property and/or the adjacent properties may be under construction throughout the tenancy.

35 Canyon Avenue, Toronto, Ontario, M3H 4Y2 “Viewpoint Towers” (if applicable):

- o I/We hereby acknowledge and understand that the Landlord, including but not limited to Mikegold Construction and 35 Canyon Avenue Limited, managed by KG Group, may have submitted or may choose to submit applications to and received approvals from the City of Toronto to redevelop this property and/or the adjacent properties. I/We acknowledge and understand this might result in the demolition of this rental building and/or part of this rental building at some future date. If, at some point in the future, 35 Canyon Avenue Limited provides me with a notice to vacate the Rental Unit in order to allow for the demolition of the building, I/We acknowledge that any notice and/or compensation that I/We may receive will be governed by the *Residential Tenancies Act*, 2006 or any successor legislation, and I/We hereby waive any rights, entitlement or claim to additional compensation, notice and/or assistance that might be provided to some other tenant(s) as a result of an agreement between the City of Toronto and 35 Canyon Avenue Limited. I/We further acknowledge and understand that this rental building and/or part of this rental building and/or other portions of this property and/or the adjacent properties may be under construction throughout the tenancy.

18-30 Erskine Avenue, Toronto, Ontario, M4P 1Y2 (if applicable):

- o The Applicant specifically acknowledges and agrees that the proximity of the development of the lands municipally known as 18-30 Erskine Avenue (the “**Development**”) to TTC transit operations may result in transmissions of noise, vibration, smoke, particulate matter, electromagnetic interference and stray current (collectively referred to as “**Interference**”) to the Development, and despite the inclusion of control features within the Development, Interferences from transit operations may continue to be of concern, occasionally interfering with some activities of the occupants in the Development. Notwithstanding the above, the Tenant agrees to release and save harmless the City of Toronto and the Toronto Transit Commission from all claims, losses, judgments or actions arising or resulting from any and all Interferences. Furthermore, the Applicant acknowledges and agrees that an electromagnetic, stray current and noise-warning clause similar to the one contained herein shall be inserted into any succeeding lease, sublease or sales agreement, and that this requirement shall be binding not only on the parties hereto but also their respective successors and assigns and shall not die with the closing of the transaction.
- o I/We hereby acknowledge and understand that the Rental Unit is considered new construction and therefore subject to certain exclusions under the *Residential Tenancies Act*, 2006 or any successor legislation

Dated at Toronto this _____ day of _____, 20_____.

Applicant 1 Signature

Date

Witness

Date

Applicant 2 Signature

Date

Witness

Date