

TORONTO RENTAL MAINTENANCE COORDINATION AGREEMENT

Version Date: [INSERT DATE]

Effective Date: [INSERT DATE]

Owner

Owner(s): [INSERT FULL LEGAL NAME(S)]

Email: [EMAIL]

Phone: [PHONE]

Owner's Backup Contact

Name: [NAME]

Email: [EMAIL]

Phone: [PHONE]

Coordinator

Legal Name: [INSERT YOUR FULL LEGAL NAME]

Business Name, if applicable: [BUSINESS NAME]

Email: [EMAIL]

Phone: [PHONE]

Business Address: [ADDRESS]

Property

Property Address: [FULL ADDRESS]

Rental Unit(s): [DESCRIBE UNIT OR UNITS]

The Owner appoints the Coordinator on the following terms.

If more than one person signs as an Owner, each signing Owner is individually and collectively responsible for all Owner obligations and amounts owing under this Agreement. The Coordinator may not recover more than the total amount owed.

Unless all signing Owners instruct otherwise in writing, the Coordinator may rely on instructions from any signing Owner.

The Owner authorizes the Backup Contact to provide maintenance instructions and spending approvals under this Agreement. The Coordinator may rely on those instructions as though they came from the Owner. Only a signing Owner may amend or terminate this Agreement.

If the Coordinator receives conflicting instructions, the Coordinator may pause the affected work until the conflict is resolved. Fees, expenses, and third-party costs already incurred remain payable.

1. Appointment and Limited Scope

The Owner appoints the Coordinator as a non-exclusive maintenance contact for the Property.

The Coordinator is an independent contractor and is the Owner's limited agent only for the maintenance coordination and spending authority described in this Agreement. This is not a full-service property-management agreement.

The Coordinator may:

- receive and assess tenant maintenance requests;
- perform reasonable initial troubleshooting;
- communicate with the Owner, tenants, and trades;
- obtain information, estimates, or quotations;
- arrange independent trades and repair services;
- coordinate lawful access;
- deliver maintenance-related notices of entry in the Owner's name;
- attend the Property when reasonably required and accepted by the Coordinator; and
- provide reasonable updates, photographs, invoices, and Work Order records.

Unless separately agreed in writing, the services do not include:

- performing repairs, construction, or physical labour;
- rent collection, deposits, bookkeeping, or financial reporting;
- advertising, leasing, or tenant screening;
- deciding whether a tenant is responsible for damage or repair costs;
- tenancy-enforcement notices, legal advice, or Landlord and Tenant Board representation;
- confirming building, zoning, fire, electrical, or other legal compliance;
- insurance-claim management;
- renovations, capital projects, or general contracting; or
- guaranteed 24-hour or uninterrupted emergency coverage.

The Coordinator has no general duty to inspect the Property or discover unreported, concealed, or latent conditions.

The Owner may communicate with tenants or retain trades directly but must promptly advise the Coordinator to avoid duplicate work or conflicting instructions.

The Coordinator may refuse or pause work that is unsafe, unlawful, inadequately funded, outside the agreed scope, or beyond the Coordinator's reasonable capacity.

The Coordinator has no obligation to begin services until this Agreement has been signed and the Owner has provided the required property, tenant, access, safety, and emergency information.

2. Availability and Work Orders

Services are subject to the Coordinator's availability. The Coordinator does not provide continuous monitoring, guaranteed response times, guaranteed contractor availability, or guaranteed repair completion times.

A request is accepted only when the Coordinator confirms acceptance by email or text message or begins substantive work. Acknowledging receipt of a message does not, by itself, mean the request has been accepted.

The Coordinator may be unavailable because of illness, vacation, travel, personal emergencies, or other commitments. Where reasonably practicable, the Coordinator will provide advance notice of a planned absence.

During an absence, the Owner or Backup Contact resumes responsibility for:

- tenant requests;
- emergency decisions;
- contractor arrangements; and
- temporary tenant contact instructions.

The Coordinator will reasonably provide available information regarding open Work Orders before a planned absence.

Work Order

A **"Work Order"** means one distinct underlying maintenance or repair issue.

A Work Order begins when the Coordinator accepts the request and begins substantive assessment, communication, scheduling, trade sourcing, or attendance. It ends when the issue is reasonably addressed, referred back to the Owner, transferred to another person, cancelled, or otherwise closed.

Multiple calls, messages, emails, appointments, tenants, or units concerning the same underlying issue remain one Work Order.

A shared-system problem affecting multiple tenants or units is one Work Order. Unrelated issues are separate Work Orders even when reported at the same time.

A legitimate contractor warranty callback concerning the same repair does not create a new base Work Order fee. Additional Coordinator time, attendance, expenses, and contractor costs remain payable.

3. Fees, Payment, and Spending Authority

The Owner will pay the fees in Schedule A, plus HST where applicable.

The fees compensate the Coordinator for time and coordination services, not for a guaranteed repair outcome. Once substantive work has begun, the applicable fee remains payable even if:

- the Owner decides not to proceed;
- a contractor or part is unavailable;
- the issue cannot be resolved during the first visit; or
- the repair does not produce the result desired by the Owner or tenant.

Invoices are due within seven days after delivery.

Overdue amounts bear interest at 1.5% per month, equivalent to 18% per year. The Coordinator may suspend non-emergency services while an invoice remains overdue.

The Owner will ordinarily contract with and pay trades directly. The Coordinator is not required to advance personal funds for contractors, materials, supplies, or emergencies.

Any expense advanced by the Coordinator with the Owner's authorization will be reimbursed at cost.

The Coordinator will not add a markup to third-party invoices unless separately disclosed and accepted in writing.

Routine Spending Authority

The Coordinator may authorize aggregate third-party diagnostic, service, material, and repair costs up to the Routine Authorization Limit in Schedule A for each Work Order.

Costs reasonably expected to exceed that limit require written approval from the Owner or Backup Contact by email or text message.

If required approval or funding is not received, the Coordinator may pause the Work Order without responsibility for resulting delay, deterioration, or additional cost.

Emergency Spending Authority

If the Coordinator:

1. is available;

2. has accepted the emergency request;
3. reasonably believes immediate action is needed to protect a person, limit active property damage, restore security, or address an urgent vital-service issue; and
4. cannot promptly reach the Owner or Backup Contact,

the Coordinator may authorize reasonable emergency stabilization work up to the Emergency Mitigation Limit in Schedule A.

This authority is limited to reasonable stabilization and damage mitigation. It does not require the Coordinator to:

- approve an elective permanent replacement;
- exceed the Emergency Mitigation Limit;
- advance personal funds;
- attend personally;
- remain at the Property throughout the work; or
- guarantee that a contractor will be available.

The Coordinator will notify the Owner as soon as reasonably practicable. The Owner remains responsible for all authorized third-party costs.

4. Independent Trades and Contractors

Each trade is an independent contractor retained by the Owner, directly or through the Coordinator acting only as the Owner's disclosed agent.

Where reasonably practicable:

- the Owner will be identified as the customer;
- quotations, work authorizations, invoices, and warranties will be in the Owner's name; and
- the Owner will pay the trade directly.

The Coordinator may communicate the reported issue, approved scope, spending limit, and access arrangements but does not employ, direct, supervise, or control the trade.

The Coordinator is not the trade's employer, partner, constructor, general contractor, project manager, workplace supervisor, or safety supervisor.

Unless separately agreed in writing, the Coordinator is not required to remain at the Property throughout a trade's attendance. The Coordinator's attendance is for access, communication, and general observation only and does not constitute continuous supervision or acceptance of the work.

Where lawful access has been established and it is reasonably appropriate for the trade to remain, the Coordinator may leave before the work is completed.

Except to the extent caused by the Coordinator's own negligence or wilful misconduct, the Coordinator is not responsible for a trade's:

- acts or omissions;
- theft, dishonesty, damage, or injury;
- safety practices or code compliance;
- workmanship or warranty obligations;
- delay; or
- failure to complete the work.

The Coordinator will use reasonable care when sourcing trades but does not guarantee their availability, pricing, estimates, qualifications, licensing, insurance, WSIB status, permits, workmanship, warranties, or results.

The Coordinator may request trade documents where reasonably appropriate and may rely on documents and representations supplied by a trade without independently verifying them.

Renovations, structural repairs, insurance work, environmental remediation, major replacements, and multi-trade projects require a separate written agreement. The Coordinator may require the Owner to retain a qualified general contractor or project manager.

5. Access, Keys, and Information

The Owner authorizes the Coordinator to:

- communicate with tenants regarding maintenance;
- arrange repair appointments;
- coordinate lawful entry;
- deliver maintenance-related notices of entry in the Owner's name;
- hold and use keys or access codes provided by the Owner; and
- collect and share information reasonably required to coordinate repairs.

The Coordinator will enter or arrange entry into a rental unit only with legally sufficient notice, the tenant's consent at the time of entry, or in an emergency where entry is legally permitted.

The Owner confirms that the Owner is authorized to provide the Coordinator with tenant information, photographs, keys, access codes, lease information, and property records.

The Coordinator will use reasonable care in handling keys, access codes, tenant information, and photographs.

Except where caused by the Coordinator's negligence, the Coordinator is not responsible for inaccurate tenant information, changed locks, undisclosed alarm systems, defective keys, or unavailable access.

6. Owner Responsibilities

As between the Owner and Coordinator, the Owner remains responsible as landlord and property owner for:

- the condition, safety, lawful use, repair, and maintenance of the Property;
- utilities and vital services;
- compliance with applicable laws, bylaws, and standards;
- property and liability insurance;
- tenancy decisions, notices, and legal proceedings; and
- all contractor, material, and third-party costs.

Nothing in this Agreement transfers or waives a responsibility imposed directly on the Owner by law.

The Owner will:

- provide accurate ownership, tenant, lease, property, and emergency information;
- provide required keys, access codes, alarm instructions, warranties, and vendor information;
- disclose known hazards, defects, infestations, open maintenance matters, environmental concerns, and insurance claims;
- maintain sufficient funds or credit for repairs and emergencies;
- respond promptly to requests for instructions or approval;
- maintain an authorized Backup Contact and reasonable emergency-vendor arrangements;
- maintain appropriate landlord property and liability insurance;
- notify tenants of the Coordinator's limited role and any temporary change in contact;
- confirm that the rental use and rental units are lawful;
- confirm that the Owner is authorized to sign this Agreement; and
- confirm that this Agreement does not breach another management or service agreement.

The Owner will formally terminate or transition any previous management or maintenance arrangement and provide the relevant keys, records, warranties, vendor information, and open maintenance files.

The Owner will pay all Coordinator fees and third-party costs regardless of whether the Owner believes a tenant caused the issue. Any tenant chargeback, reimbursement demand, insurance claim, or legal proceeding remains the Owner's responsibility.

7. Risk Allocation, Liability, and Indemnity

The Coordinator will perform accepted services with reasonable care but is not an insurer and does not guarantee prevention of loss, detection of every condition, response times, contractor availability, repair completion times, or contractor outcomes.

Except to the extent caused by the Coordinator's negligence or wilful misconduct, the Coordinator is not responsible for:

- pre-existing, concealed, or latent conditions;
- acts or omissions of the Owner, tenants, trades, or other third parties;
- unavailable labour, materials, contractors, or replacement parts;
- utility interruptions or failures;
- inaccurate or incomplete information supplied by another person;
- failure by the Owner or Backup Contact to respond, approve, or provide funding;

- conditions that worsen while the Coordinator is unavailable; or
- delays outside the Coordinator's reasonable control.

To the fullest extent permitted by law, the Coordinator is not liable for indirect, special, incidental, or consequential losses, including lost rent, lost income, loss of use, or loss of property value.

To the fullest extent permitted by law, the Coordinator's total liability for financial or economic loss arising from this Agreement, whether claimed in contract, tort, negligence, or otherwise, will not exceed the Coordinator fees paid or payable under this Agreement during the 12 months preceding the event giving rise to the claim.

The preceding liability limit does not apply to fraud, wilful misconduct, bodily injury, physical damage to tangible property caused by the Coordinator's negligence, or liability that cannot lawfully be limited.

To the extent permitted by law, the Owner will indemnify and hold the Coordinator harmless from third-party claims, losses, and reasonable defence costs arising from:

- ownership, condition, or tenancy of the Property;
- the Owner's instructions or decisions;
- inaccurate or incomplete information supplied by the Owner;
- the Owner's failure to maintain or insure the Property;
- the Owner's breach of this Agreement; or
- the Owner's failure to comply with applicable law,

except to the extent caused by the Coordinator's negligence or wilful misconduct.

Amounts owing to the Coordinator are payable without deduction or set-off. Any claim by the Owner against the Coordinator must be resolved separately unless the Coordinator agrees otherwise in writing or the claim is finally determined by a court.

8. Term, Suspension, and Termination

This Agreement begins on the Effective Date and continues month to month.

Either party may terminate it by giving 30 days' written notice.

The Coordinator may suspend services or terminate the Agreement immediately for:

- non-payment;
- unsafe conditions;
- unlawful instructions;
- abusive, threatening, or inappropriate conduct;
- failure to provide required access, information, approval, or funding;
- a material breach of this Agreement; or
- circumstances making continued performance unsafe or impracticable.

Where reasonably practicable, the Coordinator will provide advance notice of an immediate suspension or termination.

A temporary absence handled in accordance with section 2 is not a breach of this Agreement.

On termination:

- the Owner will pay all outstanding fees, expenses, and third-party costs;
- the Coordinator will reasonably transfer available open Work Order records;
- the parties will arrange the return of keys and access devices;
- the Owner will notify tenants of the change in contact; and
- the Coordinator will not be required to accept new Work Orders after the termination date.

A sale or transfer of the Property terminates this Agreement unless the purchaser and Coordinator enter into a new written agreement.

The parties may review the services and fees near the first anniversary. Any change must be accepted in writing.

9. General Terms

Operational instructions and spending approvals may be provided by email or text message.

A termination notice must be delivered by email to the address stated in this Agreement or by another written method acknowledged by the receiving party.

Each party will promptly advise the other of changes to its contact information.

This Agreement, including Schedule A, is the entire agreement concerning the services and replaces prior discussions or understandings between the Owner and Coordinator.

Any amendment must be in writing and accepted by both parties.

If a provision is invalid or unenforceable, the remaining provisions continue in effect.

This Agreement is governed by Ontario law.

Electronic signatures and counterparts are valid.

Tenants, trades, and contractors are not parties to or third-party beneficiaries of this Agreement.

SCHEDULE A

FEES, HOURS, AND AUTHORIZATION LIMITS

Property: [FULL ADDRESS]

Owner: [FULL LEGAL NAME(S)]

Effective Date: [DATE]

Agreement Version: [VERSION DATE]

This Schedule forms part of the Toronto Rental Maintenance Coordination Agreement.

All fees are subject to HST where applicable.

1. Property Onboarding

Fee: \$200 per Property

Includes:

- initial property and contact setup;
- collection of available keys, codes, and documents;
- review of available appliance, warranty, and vendor information;
- creation of a basic property and emergency-information record;
- one Property attendance; and
- up to two hours of Coordinator Time.

Ordinary round-trip travel within Toronto for the included attendance does not reduce the two-hour allowance.

The walk-through is for orientation and information gathering only. It is not a building, safety, code-compliance, or professional property inspection.

Existing, inherited, or newly reported maintenance issues are not included. Each distinct issue accepted by the Coordinator will be treated as a Work Order.

Time beyond two hours is billed at the applicable Additional Coordinator Time rate.

2. Remote Work Order

Fee: \$150 per Work Order

Includes reasonable intake, troubleshooting, Owner and tenant communication, trade communication, scheduling, follow-up, close-out, and up to 90 minutes of total Coordinator Time.

No Property attendance is included.

The fee is the same during Business Hours and After Hours.

Time exceeding 90 minutes is billed at the applicable Additional Coordinator Time rate.

3. On-Site Work Order

Fee: \$325 per Work Order

Includes:

- the Remote Work Order services;
- one Property attendance;
- ordinary round-trip travel within Toronto for that attendance; and
- up to 90 minutes of total coordination and on-site Coordinator Time.

Ordinary travel for the included attendance does not reduce the 90-minute allowance.

Parking, tolls, and other direct expenses are additional.

The fee is the same during Business Hours and After Hours.

Time exceeding 90 minutes is billed at the applicable Additional Coordinator Time rate.

If a Remote Work Order later requires Property attendance, the On-Site Work Order fee replaces the Remote Work Order fee. Both base fees will not be charged for the same Work Order.

Additional attendances and related travel are billed as Additional Coordinator Time.

4. Additional Coordinator Time

Business Hours

\$100 per hour, billed in 15-minute increments of **\$25**.

After Hours

\$150 per hour, billed in 15-minute increments of **\$37.50**.

The first 90 minutes are included in the applicable Remote or On-Site Work Order fee regardless of the time of day.

The applicable additional rate is determined by when the additional time is actually performed. If additional time occurs partly during Business Hours and partly After Hours, each portion is billed separately.

Additional time is accumulated for the Work Order and rounded up to the next 15-minute increment. Individual calls, messages, or emails are not each separately rounded to 15 minutes.

Additional time may include communications, troubleshooting, estimates, trade sourcing, scheduling, documentation, follow-up, extra attendances, and travel for extra attendances.

5. Business Hours

Business Hours: Monday to Friday, 9:00 a.m. to 5:00 p.m., excluding Ontario statutory holidays.

After Hours: All other times.

There is no separate After-Hours surcharge.

After-Hours assistance is subject to the Coordinator's availability and is not guaranteed.

Receiving or reading a message does not mean an After-Hours request has been accepted.

6. Cancellation, Rescheduling, or Unavailable Access

There is no separate cancellation or unavailable-access fee.

However, the following remain payable:

- the applicable Work Order fee once substantive work has begun;
- Coordinator Time and expenses already incurred;
- additional time caused by cancellation, rescheduling, or unavailable access; and
- actual contractor service-call, cancellation, travel, or no-access charges.

7. Major or Special Projects

Renovations, structural work, environmental remediation, insurance work, major replacements, and multi-trade projects require a separate written quotation.

8. Routine Authorization Limit

The Routine Authorization Limit is:

\$250 per Work Order

Alternative agreed limit, if any: \$_____

If the alternative line is blank, the \$250 limit applies.

The limit applies to the aggregate expected third-party cost of the Work Order, including diagnostic charges, service calls, labour, materials, disposal, and applicable taxes.

Coordinator fees are separate and are not included in this limit.

9. Emergency Mitigation Limit

The Emergency Mitigation Limit is:

\$2,000 per emergency

Alternative agreed limit, if any: \$_____

If the alternative line is blank, the \$2,000 limit applies.

The limit applies to aggregate third-party stabilization and damage-mitigation costs, including applicable taxes.

Coordinator fees are separate and are not included in this limit.

10. Payment and Pricing Clarification

Coordinator invoices are due within seven days after delivery.

Contractors and trades will be paid directly by the Owner wherever reasonably practicable.

Each base fee is charged per underlying Work Order, not per call, message, tenant, unit, contractor communication, appointment, or day.

Multiple communications and appointments concerning the same issue remain one Work Order, subject to the included time and Additional Coordinator Time rates.

All contractor, material, and third-party costs are separate from Coordinator fees.

SIGNATURES

By signing below, the parties agree to the Agreement and Schedule A.

OWNER 1

Signature: _____

Full Legal Name: _____

Date: _____

OWNER 2, IF APPLICABLE

Signature: _____

Full Legal Name: _____

Date: _____

COORDINATOR

Signature: _____

Full Legal Name: _____

Business Name, if applicable: _____

Date: _____