

Housing Tenant

Student Lease

Promo (see addendum)

Residential Lease Agreement



This Lease is made on _____
Month/Day/Year

BETWEEN: _____
Referred to in this Lease as "You" or the "Resident"

AND: _____
Referred to in this Lease as "We", "Us" or the "Owner"

Premises

You will rent the Rented Premises Unit # _____ together with _____ Parking
How Many?

Occupancy Term

Full Municipal Address. Referred to in this Lease as the "Rented Premises".

You will rent the Rented Premises for a term of _____
of Months

Beginning Date: _____, Ending (Expiry) Date: _____
Day/Month/Year Day/Month/Year

Rental Term

You agree to pay a monthly rent as follows which includes utilities unless any of such services are at present separately metered or billed directly to your rented premises for the period beginning the first day _____ and ending the last day of _____
Month/Year Month/Year

Monthly Rent \$ _____ + Monthly Parking \$ _____ + Other Services \$ _____ = \$ _____
Rent Only Any (all) Parking Storage, etc. TOTAL LAWFUL RENT

The Tenant hereby undertakes and agrees to give the Landlord written notice of any new occupants, including their names, ages, and emergency contacts, who may reside in the Rented Premises during this tenancy.

Rent paid by anyone other than the Tenant(s) named in this Agreement shall be deemed to have been paid on behalf of the Tenant(s).

These sums are due in advance on the first day of each month starting on the first day of the month after the Beginning Date and are Payable at the office of the Building Manager.

Deposit

We acknowledge receipt of:

- (a) \$ _____ to be applied as prepaid rent towards the last month's rent. You agree to pay us any amount outstanding on the last month's rent when vacating the unit.
- (b) \$ _____ for other deposits (storage etc.)

Pro-rate Rental

You agree to pay pro-rated rent for any days you request in advance of your Beginning Date (the first of the month):

Pro-rated Rent Due for: _____ to _____
MM/DD/YYYY MM/DD/YYYY

Pro-rated Rent: \$ _____ Pro-rated Parking \$ _____ Other Charges (pro-rated) \$ _____ Total Pro-rate \$ _____

Late Payment

You agree to pay interest on all overdue rent at a rate of 24% per annum (minimum charge \$10.00 from the date it is due to the date it is paid in full.

Returned Cheques

If a rent payment cheque is returned by your bank for any reason, an administration charge of \$25 plus actual costs are due immediately together with the above-noted late payment charges. The replacement payment must be made by certified cheque or money order.

Occupants

You agree that the Rented Premises will be occupied by the following persons only:

Full Name:	Birth Date (m/d/y):	Relationships (Parent, Child, etc.):	Leaseholder/Occupant:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Paragraphs 1 through 31 of this Lease are an integral part of this Lease and are contained on subsequent pages. Each Resident and/or Leaseholder, having read all paragraphs and having received a copy of this Lease including a copy of the Rules and Regulations attached to the Lease, agrees to be bound by each paragraph.

IN WITNESS WHEREOF the parties hereto have executed this Lease this _____ day of _____, 20____.
Day Month Year

SIGNED, SEALED AND DELIVERED in the presence of:

(Owner or his Agent)

(Witness - Signature)

(Resident-Signature)

(Witness - Signature)

(Resident-Signature)

(Witness - Signature)

(Resident-Signature)

Definitions	1. (a) Resident: The words "Resident", "Your", or "You" shall mean all residents named in the Lease. (b) Owner: The words "Owner", "Us", "Our" or "We" shall mean the Owner, Property Manager, Employees, Agents, Consultants and Representatives. (c) Rented Premises: The term "Rented Premises" includes the following, if any, your balcony, driveway, front porch, exterior stairs, patio, walkway, garage, designated parking spaces and all other areas as may be designated by the Owner from time to time. (d) Property: The words "Property" means all the lands and premises owned by the Owner of which the Rented Premises is a part. (e) Gender: Words importing the singular number only shall include the plural, and vice versa; and words importing the neuter gender shall include the masculine and feminine genders, and vice versa; and words importing persons shall include firms and Corporations, and vice versa.
Leaseholder	2. In consideration of the Owner renting the Rented Premises to the Residents, the Leaseholder(s), and if more than one of them, each of them, jointly and severally, guarantees to the Owner, its successors and assigns, the payment by the Residents of rent (and all other sums of money in accordance with the provisions of this Lease) and that the Residents will perform and observe all their covenants, agreements and obligations under this Lease. The Leaseholder(s) agrees that he is primarily liable to the Owner and that he will not be released nor will his liability under the Lease be limited or lessened by any variation in or departure from the terms of the Lease nor by the owner granting time, accepting proposals, granting releases or otherwise dealing with any of the Residents. The Owner is not bound to exercise or exhaust its remedies against the Residents, their property or against any other person before enforcing its rights against the Leaseholder(s).
Joint & Several Responsibility	3. If more than one Resident signs this Lease all covenants entered into by each Resident are joint and several.
Vacant Possession	4. Your occupancy on the Beginning Date is subject to the Rented Premises being vacant and it being fully ready for you to occupy.
Assignment	5. You may not assign or sublet the Rented Premises without our written approval which we will not unreasonably withhold. If we give our consent, you will be charged an administration processing fee of \$100.00. However, we will only accept a prospective subtenant or assignee who would be acceptable to the Owner as a resident. If you wish us to act as your agent in subletting the Rented Premises you agree to pay an agency fee of \$200. You also agree that if the Rented Premises are sublet you will pay all cost of redecorating and cleaning as we determine. Notwithstanding our consent to an assignment or sublet you shall not be released from any of your obligations under the lease including the obligation to pay rent if no subtenant or assignee can be found or if the subtenant or assignee defaults.
Entry by Owner	6. Upon 24 hours' notice in writing we can enter the Rented Premises to: (a) View the state of repair, and make the repairs and alterations we think are appropriate. If in our opinion, there is an emergency, we can enter the Rented Premises at any time without notice to you and make the appropriate repairs and alterations. (b) Inspect for and, if necessary, eradicate insects and other pests in a manner we deem appropriate and you agree to fully co-operate in this regard.
Notice of Termination	7. (a) If you wish to terminate this Lease at the Expiry Date, you must notify us in writing at least 60 days prior to the Expiry Date. If we wish to terminate this Lease we will notify you in writing in accordance with the provisions of the Landlord and Tenant Act of Ontario. (b) After the delivery of a notice of termination we will be entitled to show the Rented Premises at all reasonable hours for the purpose of renting it. (c) If, after the term of this Lease, you have become a month to month tenant and you wish to terminate the Lease, you must notify us in writing at least 60 days prior to the date the termination is specified to be effective. Such notice shall be specified to be effective on the last calendar day of the month.
Acceptance and Outgoing Inspection(s)	8. If you occupy the Rented Premises it shall be conclusive evidence that you are satisfied with the physical condition of the Rented Premises. When you or we terminate this Lease or you vacate the Rented Premises an "Outgoing Inspection" will be conducted by us and a written report will be prepared which you agree to sign. You will reimburse us immediately for any damage to the Rented Premises beyond reasonable wear and tear as determined by us. Your refusal to sign the report will not relieve you of your obligations under this lease.
Notice	9. (a) If you are required to send notice to us, you shall send it by registered mail, postage prepaid, or deliver it to the Building Manager or Superintendent at the address of the Property. (b) If we are required to send notice to you we shall send it by registered mail, postage prepaid, or deliver it to the Rented Premises. (c) Any notice sent in accordance with Section 9(a) or (b) is deemed received on the day it is delivered or if sent by registered mail three days from the date it is mailed. If there is a threatened or actual disruption in the postal service in the postal areas through which such notice must be sent, notice must be delivered personally.
Owner's Authorized Representatives	10. Only those persons who we identify as our representatives by letter to you on our letterhead with a description of their responsibilities are authorized to perform services on our behalf according to their responsibilities as described in our correspondence to you. Only those agreements made by us in writing shall be binding. Verbal agreements made by those authorized to perform specific services on our behalf do not constitute agreements entered into by us and shall not be binding upon us.
Parking	11. (a) Private automobiles or other motorized vehicles will be parked only in spaces or areas allotted to them from time to time by us and not in any other spaces. You agree to furnish us such information as will be required to identify each automobile. You will affix such markers as may be designed by the Owner. (b) The parking space or area allotted to you may be used only for the purpose of parking a single vehicle and may not be used to store or repair an automobile or other vehicles or objects. (c) If you permit any vehicle to be parked in a location other than the allotted parking space, or areas, or should any such automobile remain in the allotted parking space or area for such time that we believe the vehicle has been abandoned, we shall be entitled to remove the vehicle from the Property at the vehicle owner's risk and expense. (d) We have the right to remove, at your risk and expense, all vehicles that are inoperable, not bearing valid permits or for which the parking fee is not paid, and no action will lie against us in replevin, conversion, damage or otherwise for the removal of any vehicle. You will indemnify us for any expense incurred in removing and storing or otherwise disposing of any such vehicle. (e) You are expected to keep your parking space in a good, clean state at all times and to clean-up any oil leaks, etc.
Owner's Repairs	12. (a) We agree to provide the Rented Premises in a good state of repair, fit for habitation, and to maintain the mechanical and structural systems in conformance with all applicable government standards.
Areas of Access	13. We will maintain access to and from the Rented Premises including snow removal from the areas of access. It is our responsibility to make reasonable efforts to remove snow from access areas which include the street and public walkways but which excludes driveways, private access walkways, stairs, patios, and resident parking spaces, if applicable.
Limits of Owner's Liability	14. We shall not be responsible for any damage, however caused to any property, including automobiles and their contents, belonging to you or to any other person while such property is located upon the Rented Premises or anywhere else on the Property. We will not be liable for any damage to any personal property located upon the Rented Premises or the Property because gas, steam, water, rain or snow, leaks into or flows from any part of the Rented Premises or from any other part of the Property or from any other place. We shall not be liable for any damage caused by the condition or arrangement of any electric or other wires or power failures for any residents of the Property. We shall not be liable for any personal injury or death that is suffered or sustained by you, your employees, any member of your family, your agents, servants, guests or other invitees who may be upon the Rented Premises or upon any other part of the Property. You assume all such risk of injury or death and you hold us harmless and indemnified from such risk and liability.
Insurance	15. You are responsible for insuring your personal property and insuring for general public liability in and about the Rented Premises.

Leaseholder Initials:

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Owner's Rights	16. If you do not pay your rent immediately when it is due or if you violate any of the provisions of this Lease or the Rules and Regulations, we will take such proceedings as we deem necessary. You agree to be responsible for paying our costs including our legal costs in connection with enforcing our rights. It is agreed that we shall have the same remedies as in the case of nonpayment of rent for your breach of or failure to perform any part of the terms or conditions of this Lease.
Residents Liabilities and Obligations	17. You and all your family, guests and agents agree that you will: <ul style="list-style-type: none"> (a) be liable for any damage done by reason of water being left running from the taps in the Rented Premises. (b) vacate the Rented Premises peacefully and immediately when this Lease is terminated in any manner. (c) at the termination of this Lease deliver up the Rented Premises and all property belongings to us in good, clean (including the cleaning of carpets and habitable order and condition as when you took occupancy of the Rented Premises. (d) return to us all sets of keys, parking cards, or permits for the Rented Premises when this Lease is terminated. (e) if applicable, remove snow from your driveway, sidewalk, entranceway, patio, balcony, stairs, and outside designated parking spaces. (f) at your expense, maintain the paint, carpets and floors within the Rented Premises, clean the inside windows, replace light bulbs, fuses, and maintain the rented premises in a clean and habitable order and condition. (g) that you will provide us with the telephone number of the Rented Premises and promptly notify us of any changes for the purposes of scheduling appointments and repairs. (h) use the Rented Premises for no other purpose than as a residential dwelling and not permit the carrying on of any business including baby-sitting from the Rented Premises. (i) not permit a sale or auction to be held in the Rented Premises without our prior written consent.
Non-Waiver or Owner's Rights and Remedies	18. <ul style="list-style-type: none"> (a) Even if we take any action including the serving of any notice which might result in terminating your right to occupy the Rented Premises this does not relieve you of your obligation to pay rent. However, your payment of rent and our acceptance will not change any of our rights and should not be interpreted as a waiver of our rights. Our rights and remedies are cumulative. The use of one or more remedies will not prevent our rights to use other remedies. (b) The waiver of one violation of any term, or obligation, of this Lease shall not be considered to be a waiver of that or any other term, or obligation, or of any subsequent violation of this Lease. (c) You grant us the right to enter the Rented Premises or re-entry by us for non-payment of rent or nonperformance of any term of this Lease. This provision is subject to the terms of the Landlord and Tenant Act of Ontario as amended. (d) You agree that notwithstanding any act on our part that you do not have the right to set off against payment of rent.
Change of Locks	19. You will not alter or add to the locking system or any door giving direct entry to the Rented Premises without our written permission. No locks are to be changed on any door in the Rented Premises that will not allow emergency access by the Owner.
Removal of Goods	20. If your lease is terminated pursuant to a court order we will not be liable for any loss of or damage to your personal property left on the Rented Premises or otherwise and if we remove such property our act of removing your personal property is deemed to be approved by you and for your account. If we remove your personal property, we will comply with all applicable laws, and will exercise care in the handling of your personal property to the fullest practical extent under the circumstances.
Cleaning	21. If you fail to deliver up the Rented Premises in good, clean and habitable order the costs of restoring the Rented Premises to such condition shall be paid by you, to us, immediately.
Property Damage	22. All damages caused by you, your family, or guests to the Rented Premises or the Property or our personal property will be corrected, repaired or replaced by us at your expense, and any amount spent by us shall be paid by you, to us, immediately.
Non-Surrender	23. Even if you vacate the Rented Premises or give us the keys to Rented Premises it does not mean there is a surrender or an acceptance of surrender of the Rented Premises, unless it is so stipulated in writing by us.
Abandonment of Premises	24. <ul style="list-style-type: none"> (a) If on any rental due date the Rented Premises are or appear to be vacant as we determine acting reasonably and no payments of rent has been received by us for that due date, then it will be presumed that you have abandoned the Rented Premises and we will be entitled to take immediate possession of the Rented Premises. (b) If you vacate the Rented premises prior to the expiration of this Lease your liability to pay rent will continue on the same basis as if you had assigned the lease pursuant to Section 5. You will also have to pay us all lawful expenses and damages resulting from you vacating, including but not limited to any costs incurred in re-renting the Rented Premises and repainting, cleaning, and preparing the Rented Premises for another resident. (c) If any of your property is left in the Rented Premises after the termination of this Lease or when you abandon the Rented Premises or any of your property is put in any unauthorized area, we may remove or dispose of the property and you waive any claim for damages as a result of our disposal of the property.
Holding Over	25. <ul style="list-style-type: none"> (a) If you are obliged to vacate the Rented premises on or before a specified date, and we enter into a residential lease agreement with a third party to rent the Rented Premises for any period to such third party, and you fail to vacate the Rented premises on or before the specified date, then you will (in addition to all liability for compensation to us for over holding) indemnify us for all losses suffered by the third party and our costs incurred as a result. (c) If you do not deliver all keys and vacate the Rented Premises on or before the termination date of your Lease or on the date for which notice has been given, you shall pay for each day you remain in occupation a sum equal to three times the daily rate for the Rented Premises, or such sum as provided for by law. The daily rate is the sum equal to 1/365 of the annual rental for the Rented Premises. This amount is not punitive but our estimate of liquidated damages.
Utilities	26. If your use of the Rented Premises results in more than normal use of utilities as determined by us acting reasonably, you agree to pay such additional charges as are determined.
Delay in Delivery	27. If we are unable to provide possession of the Rented Premises on the Beginning Date because a previous resident refuses to leave or for any other reason, we will not be responsible for failure to give you possession on that date. However, the rent payable under this lease will be adjusted so that you will only be responsible for the rent from the date of possession when the Rented Premises is delivered to you. The original Expiry Date of the term of the Lease will not be extended but if the Rented Premises are not deliver to you within thirty (30) days from the Beginning Date, either you or we, may terminate this Lease by giving the other notice in writing.
Keys and Opening Locked Doors	28. We will replace lost keys, parking cards, permits and open locked doors to the Rented Premises for you at the charge in effect at that time, reimbursement for which is immediately due.
Charges Other than Rent	29. All monies payable under this lease other than rent shall be deemed to be and may be collected as rent. We shall be entitled to take any remedy in respect of arrears of any such amount which we may be entitled to take in respect of arrears of rent under this Lease.
Bankruptcy	30. If the Resident becomes bankrupt, the Owner shall rank as a preferred creditor pursuant to the Bankruptcy Act (Canada) in respect of arrears of rent for a period of three months next preceding the bankruptcy, and accelerated rent for a period not exceeding three months following the bankruptcy.
Agreement Binding	31. Wherever there is any reference in this lease to the owner or the Resident such reference shall be deemed to extend to and include the heirs, executors, administrators, successors of the Owner and heirs, executors and administrators of the Resident as the case may be and the provisions of the Lease shall be read with all grammatical changes necessary.

Leaseholder Initials:

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RULES AND REGULATIONS

You and your family, servants, guests and agents agree that you will observe and comply with the Residential Rules and Regulations which follow, with such variations, modifications and additions as will from time to time be made upon notice to you by us:

1.	The resident will not do, bring or keep anything in the Rented Premises, or permit any act, which will in any way create a risk of fire or increase the rate of fire insurance on the Property or contents.
2.	Barbecuing or making of fires will not be permitted in or about the Rented premises without the written authorization of the Owner.
3.	The Resident will not cause, or permit any noise or interference by an individual, instrument, and device or otherwise which, in the sole opinion of the owner, is disturbing the comfort of other Residents. This includes while using the balcony. No items shall be dropped, thrown or projected off the balconies as this is a serious safety violation.
4.	The sidewalks, entry, passageways, elevators, and stairways used in common will not be obstructed or used for any purpose other than proper access to and from the Rented premises. Bicycles will not be admitted into the building and will be kept in an area designated by the Owner.
5.	The Resident shall not paint or permit the painting of any portion of the Rented premises, or erect or cause to be erected any structure including fences in, about, or upon the Rented Premises, or permit or make any structural alterations or changes in or about the Rented premises without the prior written consent of the Owner. Colour swatches can be submitted to the Building Manager for approval.
6.	Wallpaper may not be installed without the prior written consent of the Owner. If consent is given, you agree to remove it at the Owner's direction and restore the Rented premises to their original condition at the end of the lease.
7.	Spikes, hooks, screws, nails, or stick-on hangers, shall not be put into the walls, window frame or woodwork of the Rented Premises, except proper picture nails, or without the prior written consent of the Owner.
8.	The Owner shall furnish electric light bulbs in the fixtures and fuses in the panel box installed by the Owner at the time the Resident takes possession of the Rented Premises, but not thereafter.
9.	No awnings, shades, flower boxes, aerials, fences, or other items will be erected over or placed outside windows, doors, balconies, or patios. No window coverings inside or outside shall be placed or installed without the Owner's permission. Balconies will not be used for the hanging or drying of clothes or for storage. No objects whatsoever will be dropped, thrown, propelled, or projected from the Rented Property.
10.	The Resident will install drapes or curtains which are a neutral, white or beige colour to the Owner's satisfaction and is expressly prohibited from affixing aluminum foil or other similar material to any windows. Do not put screws/nails into frame of windows.
11.	No signs, advertisement or notice will be posed or inscribed on any part of the Property.
12a	<p><u>Buildings where pets are accepted</u> Applicable ____ Not Applicable ____</p> <p>No animals, birds, reptiles, or pets of any kind will be kept on or about the Rented Premises without identifying such in this document. Resident is responsible for the conduct of their pets and must consider any noise that may affect other tenants. Any damages to the Rented Premises or the Property by your pet will be charged back to you. Disposal of cat litter must be <u>double bagged</u> and placed down the garbage chute or in appropriate disposal bin. Dogs must be on a leash at all times in common areas inside and outside the building. All local by-laws must be adhered to in regards to the number of pets and the requirement to clean-up after them.</p> <p style="text-align: center;">Type of Pet: Cat <input type="checkbox"/> # Dog <input type="checkbox"/> # Breed(s) Other <input type="checkbox"/> # Details</p>
12b	<p><u>Buildings where no pets are allowed</u> Applicable ____ Not Applicable ____</p> <p>No animals, reptiles, birds, or pets of any kind shall be allowed upon or kept in or about the rented premises.</p>
13.	All garbage is to be wrapped in plastic, disposable garbage bags and tied and placed in areas designated by the Owner and in conformity with all applicable government standards.
14.	The use of washing machines and dryers upon the Rented premises shall be subject to the rules and regulations posted in the laundry room provided, or as otherwise provided by the Owner.
15.	All glass, locks, doors and trimmings in or upon the doors or windows of the Rented Premises shall be kept whole and whenever any part shall become lost or broken, it shall be immediately replaced or repaired under the direction and to the satisfaction of the Owner and such replacements and repairs shall be paid for by the Resident.
16.	With respect to the refrigerator provided in the Rented Premises electric defrosters must never be used: plastic parts must not be subjected to water hotter than the hand can bear. Any damage will be borne by the Resident.
17.	The Resident shall not install any appliance without first obtaining the written consent of the Owner, and paying the Owner the required charge for the installation and operations of such appliances which shall include but not be limited to dishwashers, air conditioners, washing machines, clothes dryers, refuse compactors.
18.	The Resident will not violate, or permit any violation of the Federal, Provincial or Municipal statues, laws, or by-laws. You acknowledge receipt of a copy of the Fire Regulations in force in respect of the Rented Premises.

Leaseholder Initials:

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19.	No waterbed(s) will be brought onto the Rented premises without obtaining the prior written permission of the Owner which permission may be arbitrarily withheld.
20.	The Resident agrees to remove from the Rented Premises any person or persons who have developed infectious or contagious disease, and to have the said premises fumigated or treated immediately in accordance with any By-law or Regulations in force relating to any such disease, such fumigation or treatment to be at the Resident's risk and expense.
21.	The Resident will not damage any part of the building or Rented Premises by moving furniture or other articles in or out of the said Rented Premises, and the Resident agrees to indemnify the Owner for any expense incurred as a result of damage so caused.
22.	Residents shall obtain parking permits from the building manager or superintendent for overnight parking for visitors. Cars which remain parked overnight without a permit, may be removed by the Owner at the Resident's risk and expense.
23.	The common areas and facilities shall be used in accordance with the rules and regulations for such areas and facilities in effect from time to time.
24.	Due to the potential fire hazard, no propane fired vehicles will be permitted in the underground facilities.
25a	Smoking is prohibited in all common areas in the building under the Smoke-Free Ontario Act, including but not limited to lobby's, hallways, stairwells, elevators, other shared space and within 9 meters of all entrances.
25b	No-Smoking Buildings Applicable ____ Not Applicable ____ Smoking is prohibited inside the building, including private units and on the residential property.
26.	The Resident undertakes and agrees to give the Landlord written notice of any new occupants, including their names and ages, who may reside in the Rented Premises during this tenancy.
27.	The Resident is responsible to replace the batteries in the smoke detectors as required and allow the inspection of these units on an annual basis. It is an offense to disconnect the fire alarm system, including the alarm speakers.
28.	In order to provide assistance in an emergency we need to know if you or another occupant of your Rental Premises require any special assistance (all information will be kept strictly in confidence). Type of Disability (Hearing, Walker, Wheelchair, etc.): _____ Name of Person requiring assistance: _____ Phone #: _____ Emergency Contact Name & Number: _____
29.	The Resident is responsible to pay the rent on the 1 st of each month during tenancy. Should the resident wish to vacate and has met his year's lease agreement (month to month), 60 days' notice must be given.
30.	The Resident covenants and agrees to comply with each of the rules and regulations as they may from time to time be amended, modified or added to upon notice to the Resident.

Leaseholder Initials:

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The undersigned, have READ and fully UNDERSTAND their responsibilities under both the Residential Lease Agreement and the Rules and Regulations. The undersigned has also been advised that any breach of either of these agreements could result in eviction.

Leaseholder's Name (Print)

Leaseholder's Signature

Leaseholder's Name (Print)

Leaseholder's Signature

Building Manager (Print)

Building Manager Signature

Signed and Dated: _____.