

MAINTENANCE

RESIDENTIAL LEASE AGREEMENT

BETWEEN:						(Landlord)	
						(Landlord's Current Address)	
(Unit No.)	(Ad	ddress) (C	City)	(Province)	(Postal Code)		
Tenancies Act ,Ont	ario		nent (hereafter the	e "Lease"). The Te	enant acknowledges	or other documents under the <i>Residential</i> the name and address for service of the andlord.	
AND:			(Tenant)	AND:		(Tenant)	
AND:			(Tenant)	AND:		(Tenant)	
				AND:		(Guarantor)	
RENTED PREMISES	1.	The Landlord agrees to rent to the Tenant ar	nd the Tenant agree	s to rent from the La	andlord the following p	remises:	
		(Room No.) (Address)		(City)	•	vince) (Postal Code)	
		Tenant acknowledges that the Rental Uniterior Tenant acknowledges and agrees to co	it is located in a be omply with the pe Rental Unit is, or a	uilding which is, o rovisions of the (r will be, subject to (Condominium Act, t	es as recorded in the Lease Application. The Condominium Registration and as such the he declaration, by-laws and Rules of the s that a failure to so comply may result in	
OCCUPANTS	2.	addition to the Tenant and that the rent for	the Rental Unit has the number of occ	been calculated ba supants may be gro	sed on the number of unds for termination of	ase Application shall occupy the Rental Unit in proposed occupants. It is acknowledged that of this Lease Agreement. The Tenant further	
COVENANTS	3.	The Tenant agrees to abide by the covenants, agreements, and all provisions of this Lease. It is agreed that the Landlord shall be entitled to take any and all steps necessary to enforce the provisions of this Lease against the Tenant in a Court or Tribunal of competent jurisdiction in the event of a breach of performance thereof by the Tenant, and the Landlord shall have the right to re-enter the Rental Unit and obtain vacant possession thereof in the event of non-payment of rent or breach of any of the covenants, agreements, or provisions of this Lease by the Tenant.					
TERM	4.	The term of the tenancy and occupancy by the	he Tenant of the Re	ntal Unit, subject to	the present tenant vac	ating, shall commence on the	
		day of, 2	20, ("Commence	ement Date") and er	nd on the day o	of, 20	
		subject to the terms of this Lease. This Lease shall be enforceable against all Tenants named as such herein, regardless of whether such Tenant actually occupies the Rental Unit and it is agreed that possession of the Rental Unit is granted hereby on the Commencement Date, subject to the qualifications for delivery of possession as set out in the Lease Application.					
RENT	5.	(a) The Tenant shall pay to the Landlord, at	t the Landlord's offic	e or such place as d	directed in writing from	time to time by the Landlord:	
		Rent for the Rental Unit per month		\$	_		
		PLUS Parking (if provided) fee per mont	th	\$			
		PLUS for Additional Services per month (specify services and amount for each)		\$ \$			
		Total Monthly Rental payable in adva	nce	\$		be due and payable on the first day of each ne term referred to in paragraph 4 herein.	
		All Rental cheques shall be made payab Rent paid by anyone other than the Tenant n		J	have been paid on beha	f of the Tenant.	
		(b) (i) Rent arrears shall bear interest at the date upon which the rent is due unti				shall be calculated from the date following the	
		(ii) In entering into this Lease Agreement, the Tenant hereby expressly authorizes the Landlord to record and use information about the Tenant obtained during the course of the tenancy for the purposes of enforcing any term of this Lease Agreement. The Tenant also authorizes the Landlord to obtain a Consumer Report in the event the Tenant is in arrears of rent or wishes to renew this Lease Agreement.					
			by the Landlord or	requested and acce	epted by the Landlord	money order, post-dated cheque, or certified Acceptance of other forms of payment from	
		(ii) If the Monthly Rental is paid by cheque and the cheque, for any reason, is not honoured at the bank upon which it is drawn, the Tenant shall pay to the Landlord, in respect of the dishonoured cheque, the sum of \$ 20.00 as a service and administrative charge for each such cheque in addition to the aforementioned Monthly Rental.					
	(d) The Tenant agrees to deposit with the Landlord the amount of \$ as prepaid rent. This amount sh rent for the last rental period of the tenancy. In the event of a lawful rent increase, the Tenant shall pay an ac deposit in an amount equal to the increased Monthly Rental. The increased deposit may be paid by way of payable in respect of the deposit herein.				pay an additional amount to increase the rent		
		(e) The Administration and Processing Fee referred to in paragraph 14 of this Agreement shall be \$200.					
UTILITIES	6.	In addition to the Monthly Rental, the Tenant	t agrees to pay the fo	ollowing services an	nd utilities applicable to	the Rental Unit:	
		Check Yes or No	0		Check Y	es or No	
		Electricity Yes No	☐ Hot \	Water Heater	Yes □	No□	
		Water Yes ☐ No ☐	☐ Cabl	levision	Yes □	No□	
		Gas Yes □ No□	☐ Inter	net Services	Yes □	No□	
		Other (Specify) Other (Specify)					
		In the event the Landlord supplies any of the above services or utilities, the Tenant shall exercise reasonable care and diligence in the use of any such service or utility supplied by the Landlord. The Tenant acknowledges that payment of charges by the Tenant for services as shown above constitutes a rental obligation of the Tenant and any and all unpaid charges may be collected in the same manner as rent. At the sole discretion of the Landlord, any money paid by the Tenant to the Landlord, even when specifically identified by the Tenant as "rent", may first be applied by the Landlord to any unpaid charges for the above services and utilities, and the Landlord shall have the same remedies in respect of a resulting shortfall in rent as in the case of constants.					

7. The Tenant shall advise the Landlord, in writing, of any repairs or maintenance required to be completed by the Landlord. Any request for maintenance or repairs not made in writing shall not be the subject of any legal proceeding by the Tenant against the Landlord in a court of law or before a tribunal of competent jurisdiction. Upon providing written notice to the Landlord of any repairs or maintenance required to be completed, the Tenant shall allow the Landlord a reasonable opportunity to effect repairs or maintenance that the Landlord is required to undertake by law or under this Lease. Tenants, except in the case of an emergency, shall not call on any person not employed by the Landlord to undertake any repair or maintenance of the RentalUnit

REPAIRS

8. In the event of a breakdown of the electrical or mechanical systems, the Landlord shall not be liable for damages or personal discomfort; however, the Landlord shall carry out repairs with reasonable diligence.

RIGHT OF

9. The Tenant shall permit the Landlord to enter the Rental Unit for the purpose of making maintenance, move-in/move-out or other reasonable inspections, repairs and alterations, including renovations and pest control measures, regardless of whether the Tenant believes such inspections, repairs, renovations or measures are necessary. The Landlord shall not be treated as a trespasser for the purpose of such entry. The Tenant further agrees that the Landlord may enter the Rental Unit in the manner specified under the R.T.A. for the purpose of exercising its rights to show or enter the unit to prospective tenants hereunder or under the R.T.A. The Tenant agrees that the Landlord's exercise of a right of entry under this clause shall not constitute a breach of the covenant with the Tenant for quiet enjoyment of the Rental Unit.

USE

- 10. (i) The Tenant covenants to use the Rental Unit as a RESIDENTIAL DWELLING ONLY and for no other purpose whatsoever.
 - (ii) The Tenant agrees not to conduct, permit, or suffer any commercial or business act or activities on or about the Rental Unit for which consideration would normally be payable, including but not limited to activities such as the operation of any child care or babysitting services, or the operation of any other business or commercial purpose.
 - (iii) The Tenant shall not permit the Rental Unit to be occupied by anyone other than the persons listed in clause 1 of this Agreement unless specifically authorized by the Landlord in writing. The Landlord shall be deemed not to have Notice of such occupancy unless the Tenant complied with this term
 - (iv) The Tenant agrees not to permit a sale or auction to be held on the Rental Unit without the prior written consent of the Landlord.

CONDITION OF PREMISES

11. The Tenant hereby acknowledges that the Rental Unit, appliances and appurtenances are in clean condition, free of visible defects and fit for habitation and use. The Tenant shall notify the Landlord, in writing, within seven (7) days of the commencement date of any defects or deficiencies in the condition of the Rental Unit. The Tenant agrees that there is no promise, representation or undertaking, by, or binding upon the Landlord, with respect to any alteration, remodelling, decorating or installation of equipment or fixtures in the Rental Unit. The Tenant hereby agrees to maintain the Rental Unit in the same condition as existed at the commencement of this Lease, or as improved by the Landlord thereafter, reasonable wear and tear excepted.

CARE OF RENTED PREMISES

12. The Tenant agrees to keep the Rental Unit in a reasonable state of cleanliness and shall be liable for the costs of repair of damage to the Rental Unit or residential complex caused by the wilful or negligent conduct of the Tenant, other occupants of the Rental Unit or persons who are permitted in the residential complex by the Tenant. The Tenant shall not make any alterations to, or decorate the Rental Unit, without the Landlord's prior written consent and shall, upon termination of the tenancy, remove any alterations and decorating and restore the Rental Unit to the same condition as it was in on the date of commencement of this Lease, reasonable wear and tear excepted.

RULES AND REGULATIONS

13. The Tenant, the occupant and any guests of the Rental Unit shall obey the Rules and Regulations as attached hereto as Schedule "A".

SUBLET OR ASSIGNMENT 14. Any request to sublet or assign the rental unit shall be made in writing to the Landlord and subject to the Landlord's consent, in accordance with the provisions of the R.T.A. and the Tenant acknowledges and agrees to pay the Administration and Processing Fee for processing same.

TERMINATION OF TENANCY AT END OF TERM

- 15. (a) IF THE TENANT WISHES TO TERMINATE THE TENANCY AT THE END OF THE FIXED OR EXTENDED TERM OF THIS LEASE AGREEMENT, HE SHALL GIVE <u>WRITTEN NOTICE</u> IN ACCORDANCE WITH THE R.T.A. <u>NOT LESS THAN SIXTY (60) DAYS</u> PRIOR TO THE LAST DAY OF SUCH TERM.
 - (b) Any valid Notice of Termination of tenancy given by the Tenant shall be binding on all tenants of this Lease Agreement and shall be irrevocable upon receipt by the Landlord and shall not be withdrawn, rescinded or amended by the Tenant without the express written consent of the Landlord.
 - (c) If either party has given notice of termination of this Lease or in the event that both parties have agreed that the tenancy shall be terminated, the Landlord may show the Rental Unit to prospective tenants in accordance with the provisions of the R.T.A. Should the Tenant deny the Landlord entry to the Rental Unit under the R.T.A. or this Agreement, the Tenant shall compensate the Landlord for any damages he may experience including, but not limited, to lost rent.
 - (d) If a valid Notice of Termination has not been delivered by either party and the Tenant remains in occupation after the end of the termination of this Lease, the Tenant shall become a monthly Tenant under the terms and conditions of this Lease, subject to any valid Notice of Rent Increase served by the Landlord and provided that nothing herein contained shall prevent the parties from agreeing in writing to any other terms for the said monthly tenancy.
 - (e) In the event the Tenant is required by law or agrees to vacate the Rental Unit on or before a certain date and the Landlord enters into a Lease Agreement with a third party to rent the premises for a term commencing immediately after such date, in the event the Tenant fails to vacate the Rented Premises on or before such date thereby causing the Landlord to be liable to such third party, the Tenant shall (in addition to all other liability to the Landlord for such overholding) indemnify the Landlord for all damages suffered thereby, including without limiting the generality of the foregoing, all legal costs incurred by the Landlord on a solicitor and-client basis and for all damages incurred by the incoming tenant in respect of such overholding.
 - (f) The Tenant acknowledges and agrees that he shall give any Notice of Termination by delivering or mailing same at or to the office of the Landlord only at the address for service provided, and not by delivering or mailing same to any agent or employee of the Landlord. The Tenant further acknowledges and agrees that, in the event the Landlord named in this Lease ceases to be the Landlord of the Rental Unit, the Tenant shall deliver any such notices under this Lease or as required by law as directed by the subsequent landlord or its agent.
 - (g) The Tenant agrees to vacate the Rental Unit by 1 o'clock p.m. on the final day of the term of this tenancy or any renewal thereof.
 - (h) The Rental Unit and premises shall be left fit for immediate occupation by the new Tenant, clean, undamaged, and with all furniture and refuse removed. Without limiting the generality of the foregoing, the Tenant shall:
 - (i) leave the Rental Unit, appliances, and appurtenances in the same condition as existed at the Commencement Date and if the condition of the Rental Unit has been improved by the Landlord following the commencement of this Lease in any manner or for any reason whatsoever, the Tenant shall leave the premises in the said improved condition, reasonable wear and tear excepted;
 - (ii) leave carpeted and tile floors, walls, ceilings, windows, doors, and every other part of the Rental Unit in a clean condition and not move heavy furniture over the floors or stairs coasters shall be used for moving heavy furniture;
 - (iii) clean the stove, and any other appliance inside and outside and replace any broken, missing or damaged parts before vacating the Rental Unit;
 - (iv) clean and defrost the refrigerator, but leave it running at normal setting;
 - (v) remove all contents and garbage from the Rental Unit and leave any storage areas clean, free of debris and unlocked.
 - (vi) if the Tenant has or has had a pet, the Tenant shall hire a qualified pest control contractor to treat the Rental Unit for fleas and other vermin at the Tenant's sole cost and expense, and shall provide the Landlord with the contractor's paid receipt as evidence of the work done.
 - (vii) should the Landlord have to clean or treat the Rental Unit as a result of the Tenant's failure to comply with his obligations under this clause, the Tenant shall reimburse the Landlord for all costs incurred in respect of same.
 - (i) Following service of the Notice of Termination, the Tenant shall arrange with the Landlord or his agent to complete an outgoing inspection of the Rental Unit and "Outgoing Inspection Report", which shall be attended and signed by both parties. Failure to complete an "Outgoing Inspection Report" will be deemed acceptance by the Tenant of the Landlord's copy of same.
 - (j) Upon termination of the tenancy, the Tenant shall give vacant possession and deliver all keys, fobs and/or access cards for the Rental Unit and for the premises to the Landlord. Failure to comply with this provision shall render the Tenant liable to an administration charge in addition to any other liability imposed upon the Tenant by this Lease or by law.

ABANDONMENT OF RENTAL UNIT BY TENANT

- 16. (i) If rent is owing to the Landlord after the due date, and if it appears to the Landlord that the Tenant has vacated or abandoned the Rental Unit, the Landlord may enter the Rental Unit and, in addition to all other rights reserved to the Landlord, may rent the Rental Unit to another tenant. The Rental Unit shall be deemed to have been vacated or abandoned if an inspection by the Landlord or its agent reveals the Rental Unit to be substantially vacant of the Tenant's furnishing and/or personal effects, but this clause shall not be construed so as to limit or restrict the circumstances under which the Rental Unit may be deemed to be vacated or abandoned.
 - (ii) The Tenant shall pay to the Landlord any costs incurred by the Landlord in respect of administrative costs, commission fees, marketing and advertising, storage fees, and any costs of redecorating and cleaning which shall be in addition to any arrears of rent and damages, including but not limited to all legal costs on a solicitor and client basis, to which the Landlord is entitled under this Agreement or by law in the course of obtaining vacant possession and re-renting the Rental Unit. The Tenant acknowledges and agrees that the recovery of any such sums shall constitute appropriate damages recoverable by the Landlord as a consequence of the Tenant breaching this Lease.
 - (iii) Upon re-entry by the Landlord of the Rental Unit, upon termination of the tenancy, upon the abandonment or vacating of the Rental Unit by the Tenant, or pursuant to a Court or Tribunal Order, the Landlord may dispose of any articles, belongings, effects, or furnishings of any kind found in or about the Rental Unit in accordance with the provisions of the R.T.A. In the event any of the Tenant's belongings, personal effects, clothing, articles or furnishings are sold by the Landlord, the proceeds of such sale shall be applied towards any of the Landlord's reasonable out-of-pocket expenses incurred for moving, storing, securing or selling such property and any arrears of rent and legal costs and disbursements, without prejudice to the Landlord's right to recover any deficiency remaining. It is further agreed that all property in the Rental Unit at the time of re-entry by the Landlord shall be deemed to be the Tenant's property unless otherwise advised by the Tenant, in writing, prior to such re-entry by the Landlord.

INSURANCE

17. The Tenant shall obtain or shall have to option of asking the Landlord to obtain, and keep in full force and effect, fire and property damage and public liability insurance on the Rental Unit in an amount equal to that which the Landlord, acting reasonably, considers adequate for the entire term of the tenancy and any renewal thereof. The cost of this insurance shall be the sole responsibility of the Tenant and the Tenant shall show proof that all such insurance is in place as demanded by the Landlord from time to time. The Tenant agrees to notify the Landlord in writing if such insurance is cancelled

or otherwise terminated for any reason.

The Tenant expressly agrees to indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from any occurrence in the Rental Unit, the use thereof by the Tenant, or occasioned wholly or in part by any act or omission of the Tenant, or by anyone permitted to be in the Rental Unit or the building by the Tenant

LIABILITY

- 18. Landlord shall not in any event whatsoever be liable or responsible in any way for:
 - (i) any death, personal injury or disability that may be suffered or sustained by the Tenant, an occupant, or any member of the Tenants' family, his agents or guests, or any other person who may be in, on or around the Rental Unit or the premises of the Landlord; or
 - (ii) any loss of or damage or injury to any property including cars and contents thereof belonging to the Tenant or to any member of the Tenants' family, his agents or guests or to any other person while such property is in, on or around Rental Unit or the premises of the Landlord; or
 - (iii) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
 - (iii) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, ground water, rain or snow which may leak into, issue or flow from any part of the Rental Unit or the premises of the Landlord or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter; or
 - (iv) any damage caused by anything done or omitted to be done by any tenants of the Landlord; or
 - (v) any damage to or loss of any property left in, on or about the Rental Unit or the premises of the Landlord subsequent to the Tenant giving up possession of the Rental Unit whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other tenants of the Landlord, or any other person; or
 - (vi) any damage to or loss of property incurred by the Tenant as a result of an "Act of God", being such as but not limited to, the following: severe storm, lightning, flood, infestation of vermin or insects, etc.

DAMAGE TO RENTAL UNIT OR PREMISES 19. In the event of damage, destruction or disposition of the Tenants' property, which the Tenant believes has resulted from an act or omission of the Landlord, Landlords' Agent(s) or Superintendent, the Tenant shall notify the Landlord on the next business day, in writing, of such damage, destruction or disposition and shall provide written particulars of same, including the alleged cause. The Tenant further agrees that he shall not dispose of, repair or replace any such property or evidence of damage without first permitting the Landlord to inspect it. In addition, where the Tenant proposes to incur expenses which the Tenant believes have resulted from an act or omission of the Landlord, Landlords' Agent(s) or Superintendent, the Tenant shall first notify the Landlord of the intention to incur such expenses and shall permit the Landlord an opportunity to propose other arrangements which may be more effective and less costly than those for which the Tenant proposes to incur expense. In all cases of damage to property, however caused, the Tenant shall notify his insurer of the damage and shall file a claim with his insurer for the full amount of the loss.

IF RENTAL UNIT RENDERED UNFIT 20. Except where the Rental Unit is rendered unfit for the purposes of the Tenant as a result of an "Act of God" or the negligence of the Landlord, the Tenant shall be liable for full payment of all rent for the Rental Premises and shall be liable to reimburse and indemnify the Landlord in respect of payments made or liable to be made by the Landlord to any insurer or to any other person in respect of lost income and damages of any kind and shall be liable to pay the full Monthly Rental during the period when the Rented Premises are unfit for the purposes of the Tenant.

BANKRUPTCY OF TENANT 21. In the event the Tenant declares bankruptcy and pursuant to the **Bankruptcy and Insolvency Act**, the Landlord shall rank as a preferred creditor with respect to arrears of rent for a period of three months preceding the bankruptcy and the balance of the term of this Lease shall be terminated. The Tenant shall become a month to month tenant subject to all of the terms and conditions of this Lease and subject to the rights of the Trustee. On the day following the date that the Tenant becomes a bankrupt the Tenant's obligation to pay rent shall immediately commence for the balance of the month in which the Tenant becomes bankrupt and, thereafter, rent shall be payable in advance on the first day of each month as provided for in clause 5 of this Agreement.

WAIVER

22. The Landlord and Tenant mutually agree that no assent or consent to changes in or waiver of any part of this Lease in spirit or letter shall be deemed or taken as made, unless the same be done in writing between the Landlord or the Landlord's authorized agent and attached to or endorsed hereon. To be clear, it is specifically understood between the parties hereto that the Landlord's Janitors, Superintendents and Rental Agents are NOT authorized agents within the meaning of this clause.

SEVERABILITY

23. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances to any extent is held invalid or unenforceable, the remainder of this Agreement, or the application of the term, covenant, condition or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall remain in full force and effect and each term, covenant, condition, or provision of this Agreement shall be valid and enforced to the fullest extent of the law.

OBLIGATIONS ARE JOINT AND SEVERAL 24. Everything contained in this Lease shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each of the Landlord and the Tenant. All provisions of this Lease shall be read with all grammatical and gender changes necessary and any singular reference to the Tenant shall be deemed to include all Tenants to this Agreement. ALL COVENANTS OF THE TENANTS HEREIN CONTAINED SHALL BE DEEMED TO BE JOINT AND SEVERAL OBLIGATIONS.

LEASE APPLICATION 25. The Tenant acknowledges receipt of a copy of the Lease Application which is deemed to be incorporated herein and to form part of this Lease Agreement. The Tenant declares the truth of all facts contained therein, and agrees that any misstatement or omission in the said Lease Application constitutes a material misrepresentation rendering this Lease Agreement voidable at the option of the Landlord.

GUARANTOR'S LIABILITY 26. In consideration of the execution and delivery of this Lease by the Landlord, the Guarantor, as principal debtor, agrees to execute an agreement made collateral to this Lease and this Lease shall be deemed to be a schedule to such Guarantee. The Guarantor further agrees that liability under the guarantee shall continue until such time as this Lease is terminated by either party and the Guarantor continues to be liable and bound by this Guarantee during any renewals and extensions, statutory or otherwise, of the term of this Lease.

CONSENT OF REGISTERED OWNER 27. The registered owner of the Rental Unit has given the Landlord its express authority to execute this Lease Agreement on its behalf and may, at any time, exercise the rights and powers reserved to the Landlord herein; however, in the event the Landlord acts as agent for the registered owner, the Tenant covenants not to impose liability for rent rebates or any damages, howsoever accruing, upon the Agent as Landlord and the Tenant shall seek recovery of any such rebate or damages from the registered owner and shall consent to amendments of court documents necessary to ensure that the registered owner is added as a party to such proceedings.

ENTIRE AGREEMENT 28. The Tenant acknowledges that, prior to signing this Lease Agreement, the Tenant has read the Lease Application, the Lease Agreement, and agrees to be bound by the terms, covenants, conditions and provisions herein. The parties acknowledge that this Lease Agreement and the Lease Application constitutes the entire with respect to the subject matter hereof and there are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties with respect to the subject matter that do not form a part of this Lease Agreement. This Lease Agreement may not be amended or modified in any respect except by written instrument.

IN WITNESS WHEREOF the parties hereto have executed these presents:

Per:	(Tenant)	Per:	(Tenant)					
Per:	(Tenant)	Per:	(Tenant)					
Per:	(Guarantor)							
RECEIPT OF TENANCY AGR	REEMENT:							
I/We hereby acknowledge receipt of a fully executed copy of this Tenancy Agreement, the Rental Application, The Rules and Regulations (Schedule "A"), and Notices required under the RTA (Information for Tenants and, where applicable, information about electricity consumption) this day of, 20								
I have authority to accept a copy of this Tenancy Agreement on behalf of myself and all Tenants and the Guarantor named herein:								
(Tenant)								
Sign Name of	Tenant Here	Print Name of Tenant Here						

Per:_

(LANDLORD)