

This Tenancy Agreement

made (in duplicate) the

day of

A.D. 19

Between

(Name)

(Address)

(City)

(Telephone No.)

hereinafter referred to as the "Landlord"

— and —

hereinafter referred to as the "Tenant(s)"

Premises

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord Apartment No. (referred to as the "rented premises") in (name of building) City Ontario

Parking

with the following parking privileges for the Tenant's private passenger automobile(s):
AREA: Outside Inside Carport No. of Automobile(s)

Terms

2. The Tenant agrees to occupy the rented premises for a term of beginning the day of A.D. 19 and ending on the day of A.D. 19 subject to the terms of clause 20 of this Agreement. Any occupancy granted hereunder shall be subject to the present Tenant vacating and/or the rented premises being fully ready for occupation by the Tenant.

Utilities

3. The Tenant agrees to pay all costs for the following services applicable to the rented premises:
Electricity Gas Heating Hot Water Heater Other

Rent

4. (a) The rent shall be payable in advance to the Landlord on the first day of each and every month, at the Landlord's office or at such other place as directed as follows:

For Rented Premises \$ per month
For Parking Privileges \$ per month
Utilities \$ per month
TOTAL MONTHLY RENTAL \$ per month

Pro-Rated Rent and Additional Charges

The Tenant agrees to a pro-rated rent of \$ which is to be paid in advance to cover the period from A.D. 19 to A.D. 19 Any occupancy granted during this period shall be subject to the terms and conditions of this Tenancy Agreement.

(b) The Tenant agrees to pay interest compounded at a rate of % per month calculated from the day following the date upon which rent is due until paid and such interest shall be deemed as rent hereunder.

(c) The Tenant hereby further agrees to pay to Landlord in compensation for Landlord's costs and expenses a service charge of \$ for each cheque tendered to Landlord in payment of monies due under this Lease and which is not honoured by the Tenant's bank or depository.

Occupancy and Use of Premises Occupants

5. The Tenant agrees to use the rented premises for residential purposes only and for no other purpose whatsoever; to be bound by the covenants, rules and regulations of this Agreement; and, not to allow the rented premises to be occupied or otherwise used by anyone other than the persons listed in this Agreement.

It is understood that in addition to the Tenant, only the following persons may occupy the rented premises:

Name: Age Relationship

Rental Deposit

6. The Tenant agrees to deposit with the Landlord at the time of execution hereof, the sum of \$ to be applied as prepaid rent towards the last month's rent of the term of this Agreement and the Landlord agrees to pay interest annually on such prepaid rent at the rate of 6% per annum.

Right to Assign or Sublet

7. The Tenant shall not have the right to assign or sublet the rented premises without the consent of the Landlord, which consent shall not be arbitrarily or unreasonably withheld. The Landlord covenants not to make any charge for giving his consent except that he shall be entitled to reimbursement for his reasonable expenses incurred in connection therewith which expenses the Tenant covenants to pay.

Care of Premises

8. The Landlord covenants to provide and maintain the rented premises in a good state of repair and fit for habitation, and the Tenant agrees to keep the rented premises in a reasonable state of cleanliness, to assume all responsibilities for the repair of damages caused by his willful or negligent conduct, or that of persons who are permitted on the premises by him; and the Tenant further agrees not to make, or carry out any alterations or to decorate, without first obtaining the Landlord's approval in writing.

Property Taxes

9. All real property taxes as assessed against the Landlord with respect to the rented premises shall be payable by him, provided that the Tenant, at his option, may change the assessment for school purposes, and the Tenant agrees to pay any increased costs resulting therefrom.

Entry by Landlord

10. The Landlord may enter the rented premises and view the state of repair, and shall be entitled to make such repairs and alterations as are required and/or necessary; provided that such entry shall only be made in accordance with the terms and conditions of the Landlord and Tenant Act R.S.O. 1980 as amended.

Representations and

11. The Tenant agrees that there was no promise, representation, undertaking or warranty by or binding upon the Landlord with respect to any alteration, remodelling or decorating of or installation of equipment or fixtures in the premises except such, if any.

**Additional
Covenants
by Tenant
(Continued)**

(b) To park his private automobile(s) only in designated space(s) as allotted to him from time to time by the Landlord and in no other parking space(s) or area(s) except as may be specifically authorized in writing by the Landlord. The Tenant will affix to each automobile's windshield such decal, label or other distinguishing marker as the Landlord or his Agent may designate for purposes of identification.

If parking space(s) is included in the within Tenancy Agreement, Tenant's automobile(s) shall be kept or stored therein entirely at the risk of the Tenant, and the Tenant further acknowledges that he has received due notice of the fact that any attendant in the said parking space(s) is operating under independent licence granted by the Landlord to clean and service cars or otherwise assist Tenants of the building when hired by such Tenants and is not a servant or agent of the Landlord for any purpose whatsoever. It is also understood that under no circumstances are the parking space(s) or driveways to be used for washing or repairing cars. The Landlord shall have the privilege of allocating and changing the location(s) of the parking accommodation at any time during the term of the Tenancy Agreement. Should the Tenant at any time dispose of his car(s) or for any other reason not require parking accommodation, it is understood and agreed that the Tenant shall not assign or sub-let the space(s) or receive any allowance for same except as agreed to by the Landlord.

(c) That no awnings, shades, flower containers, T.V. or radio aerials or any other extensions or obstructions shall be erected over the outside windows, doors or balconies without the written consent of the Landlord.

(d) Not to use or permit the balconies to be utilized for the hanging or drying of clothes nor for the purpose of barbecuing. In addition, the Tenant will keep the balconies in a clean condition free of all furniture, goods and other effects.

(e) To refrain from the doing of any act in the rented premises which would in any way create a risk of fire or result in an increase in the rate of fire insurance covering the building and/or contents and further not to bring or store anything whatsoever therein which would have a like or similar result.

(f) That all covenants herein entered into by more than one Tenant shall be construed as both joint and several.

(g) That all bicycles owned by the Tenant or his family shall be kept or stored only in such areas as designated by the Landlord and in no circumstances whatsoever will such bicycles be admitted or carried into any other parts of the building including the elevators, hallways, entrances and lobbies.

(h) To cover all floors with rugs or other carpeting so as to suppress any noise which might be disturbing to other tenants.

(i) That the taking into of and the removal of any household furniture and effects from the premises shall only take place at such time and in such manner as previously agreed to by the Landlord.

(j) Not to obstruct the sidewalks, entrances, passageways, stairways or other common areas and not to use same for any purpose other than to gain access to and egress from the rented premises of the Tenant.

(k) To obtain the written consent of the Landlord before bringing any stove or oven, refrigerator, washer, dryer, dishwasher, air conditioner or any other similar or major appliance into the rented premises or building.

(l) The Tenant hereby further covenants and agrees that he shall not keep or permit any dog, cat, or other animal, noisy bird, insect or reptile in or about the rented premises or its environs.

(m) Not to remove any or all of the drapes and/or blinds from the windows without first obtaining the written consent of the Landlord. This includes drapery tracks.

(n) That having examined the said residential premises prior to the execution of this Tenancy Agreement, the Tenant is satisfied with its physical condition and taking possession of the premises shall be conclusive evidence of same.

(o) Proviso for re-entry by the Landlord on non-payment of rent or non-performance of covenants. This proviso shall be subject to the terms and conditions of the Landlord and Tenant Act R.S.O. 1980 as amended.

(p) In the event of an emergency requiring repairs or other immediate attention by Tenant, the Tenant hereby agrees to forthwith notify Landlord or his duly authorized Agent of such need for repairs or immediate action.

(q) The Tenant agrees to forthwith notify Landlord or his duly authorized Agent of the need for non-emergency repairs and hereby agrees to sign a "Request for Maintenance Repairs" requisition form as provided by Landlord or his said Agent.

(r) The Tenant hereby agrees that no water beds shall be brought into, on, or be used in the rented premises without the prior written consent of Landlord or his Agent. The Tenant further hereby agrees to be responsible for, and to forthwith pay for, all damages to the rented premises and/or to any other areas of the Landlord's property or the property of other Tenant or their environs resulting from leaks, bursting or other flow of water from any such water bed.

**Delivery
Services**

14. The Tenant acknowledges and agrees that the Landlord shall have the right to limit access to the building by delivery services where such services are not in the best interests of the building or its occupants.

**Electrical
and
Mechanical**

15. In the event of any breakdown of the electrical, mechanical, heating or plumbing systems, the Landlord will not be liable or responsible for damages, personal discomfort or any illness arising therefrom, but the Landlord will carry out all necessary repairs with reasonable diligence.

**Restrictions
to be
Observed**

16. Any additional services or amenities provided by the Landlord such as swimming pool, sauna bath, play areas, or others which are for the exclusive use of the tenants and/or those members of their families occupying the rented premises and all the rules and regulations governing the use of same, must be adhered to otherwise the Landlord or his agent may restrict or refuse the use of such services or amenities.

**Common
Areas**

17. The Tenant, his family, visitors and guests, shall be entitled in common with the Landlord, his other Tenants and other persons with his sanction to have free use of the passenger elevators at all reasonable times, for the purpose of gaining access to and egress from the rented premises, and in case of the elevator being damaged or destroyed, the Landlord shall have a reasonable time within which to replace or repair and put the same in working order, and it is agreed that the Tenant, his family, visitors and guests and all other persons hereby permitted to use such elevator, shall do so at his, her, or their own sole risk and under no circumstances shall the Landlord be held responsible for any damage or injury happening by reason of the negligence or otherwise of the Landlord or any of his employees, servants, agents or any other person.

Locks

18. The Tenant hereby consents to any alteration made in the locking system or to any change of locks in the building in which the rented premises are located.

**Enjoyment
of Premises**

19. The Landlord and Tenant mutually covenant that neither, by their own acts or those of their family, servants, guests or agents will do or permit any act upon the premises which may in any way be objectionable or injurious to the reputation of the premises or of either party. Furthermore, the Landlord agrees not to do or cause anything to be done which may be deemed to be unreasonably disturbing to the Tenant. Similarly the Tenant agrees not to do or cause anything to be done which may be deemed to be unreasonably disturbing to the Landlord or other tenants.

**Notice of
Termination
of Tenancy**

20. (a) If either the Landlord or the Tenant desire to terminate the tenancy at the expiration or end of the term created under this Agreement, he shall give notice in writing to that effect to the other party in accordance with the provisions of the Landlord and Tenant Act R.S.O. 1980 and Amendments thereto.

(b) After the delivery of such notice of termination by either party, the Landlord shall be entitled to show the rented premises to prospective tenants at all reasonable hours.

(c) If neither party delivers such notice of termination to the other, then upon the expiration of the term granted under this Agreement, the Tenant shall become a monthly tenant only subject to the terms and conditions as set out and the said monthly rental rate may be increased by Landlord upon Landlord giving the Tenant the proper notice of such rental increase.

(d) Any monthly tenancy as may be created under (c) may be terminated by giving notice not less than 60 days before the date the termination is specified to be effective and shall be specified to be effective on the last day of a month of the tenancy; provided that any such notice of termination shall be without prejudice to the Landlord's right to show the rented premises to prospective tenants at all reasonable hours after such notice has been delivered.

(e) In the event that the Tenant is obliged to vacate the rented premises on or before a specified date, and the Landlord enters into a Tenancy Agreement with a third party to rent the within premises for any period thereafter to such third party, and the Tenant fails to vacate the rented premises on or before the due date thereby causing the Landlord to be liable to such third party, then the Tenant will (in addition to all liability for compensation to the Landlord for overholding) indemnify the Landlord for all losses suffered thereby as a result thereof.

**Breach of
Covenant
and Remedy**

21. (a) In the event that either party, at any time, is in breach of any covenant contained herein (save and except the covenant to pay rent), the other party shall be obliged to provide written notice of such breach within 30 days from the date that such breach came to his attention and shall allow a reasonable period of time to the defaulting party in which to remedy such breach. Where either party fails to provide the other party with the required notice, neither party shall be entitled to a remedy for the alleged breach. Furthermore, the offending or defaulting party shall, upon remedying the breach, be relieved of any further liability therefor.

**Breach of
Covenant
and Remedy
(Continued)**

(b) If on the rental due date the rented premises are vacant and no payment of rent has been received by the Landlord as yet, then it shall be presumed that the Tenant has abandoned the rented premises and the Landlord shall, in that event, be entitled to, and may, in fact, take immediate possession of the said premises.

(c) The Tenant and the Landlord hereby mutually consent and agree that in the event the Tenant breaches any term and/or condition of this Agreement, the Landlord shall be entitled to alter or cause to be altered the locking system to the rented premises. This provision shall constitute the mutual consent as referred to in and required by Section 95 of the Landlord and Tenant Act R.S.O. 1980 as amended.

Liability

22. The Landlord shall in no way whatsoever be liable or responsible for any damage, however caused, to any property (including automobiles and contents thereof) belonging to or owned by the Tenant or any members of his family or to any other person while such property is located upon the rented premises or anywhere else on the property of the Landlord; furthermore, the Landlord shall be relieved from all liability for any damage to any such property at any time located upon the rented premises arising from gas, steam, water, rain or snow, which may leak into, issue or flow from any part of the rented premises or the premises of the Landlord, or from the gas, water, steam or drainage pipes or plumbing works of the same or any other place or quarter or for any damage caused by or attributable to the condition or arrangement of any electric or other wires or for any damage caused by anything done or omitted to be done by any tenants of the Landlord. The Landlord shall not in any way whatsoever be responsible or liable for any personal injury or death that be suffered or sustained by the Tenant, his employee(s), any member of his family, his agents, servants, guests or other invitees who may be upon the rented premises or the premises of the Landlord or appurtenances thereto. All risks of such injury or death shall be assumed by the Tenant who shall hold the Landlord harmless and indemnified therefrom. The Tenant shall be liable for any damage done by reason of water being left running from the taps in the rented premises.

**Amendment
or Waiver**

23. No amendment or waiver of any part of this Tenancy Agreement shall be effective unless same is in writing and attached to or endorsed upon the said Tenancy Agreement by the Tenant and the Landlord or his Agent, it being specifically understood and agreed between the parties hereto that the Landlord's Janitors and/or Superintendents are NOT authorized Agents of the Landlord within the meaning of this clause."






Notices

24. Except where otherwise provided by the Landlord and Tenant Act R.S.O. 1980 as amended, any notice required or contemplated by any provision of this Agreement shall be deemed to be sufficiently given if served personally, or deemed to be received within 72 hours of mailing post prepaid in any one of Her Majesty's Post Offices in the Province of Ontario, in a registered letter addressed to the Landlord as set forth herein, or to the Tenant at the address of the rented premises.

Wherever throughout this Agreement there is any mention of or reference to the Landlord or the Tenant such mention or reference shall be deemed to extend to and include the heirs, executors, administrators, successors and assigns of the Landlord and the Tenant and sub-tenants of the Tenant as the case may be, and if the Landlord or Tenant shall be male, female, or a corporation, or if there be more than one Landlord or Tenant, the provisions herein shall be read with all grammatical changes necessary.

IN WITNESS WHEREOF the parties hereto have executed these presents.



SIGNED, SEALED AND DELIVERED in the presence of:

_____	Per _____	
	(Landlord or his Agent)	
_____	(Tenant)	
_____	(Tenant)	
_____	(Tenant)	
_____	(Tenant)	

ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT:

I/We the Tenant(s) hereby acknowledge receipt of a duplicate executed copy of the within Tenancy Agreement.

Dated at _____ this _____ day of _____ A.D. 19 _____

_____	_____	
(Witness)	(Tenant)	
_____	_____	
(Witness)		

RULES AND REGULATIONS
FORMING PART OF THE WITHIN TENANCY AGREEMENT

1. The water closets and other waste apparatus shall not be used for any purpose other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the Tenant who or whose family, guests, visitors, servants, clerks or agents shall cause it.
2. All tenants must observe strict care not to allow their windows and doors leading to the outside to remain open so as to admit rain or snow or as to interfere with the heating of the building.
3. No additional locks or bolts shall be placed upon any door of the building without the written consent of the Landlord, which consent shall be endorsed on the Tenancy Agreement.
4. Nothing shall be placed on the outside of window sills or projections.
5. Water shall not be left running unless in actual use; spikes, hooks, screws or nails shall not be put into the walls or woodwork of the building.
6. All glass, locks and trimmings in or upon the doors and windows of the rented premises shall be kept whole, and whenever any part thereof shall become lost or broken, the Landlord or his agent shall be notified immediately.
7. The Tenant shall not place, leave or permit to be placed, left in or upon the common areas of the building, of which the rented premises form a part, any debris or refuse, and the Tenant shall tightly wrap all garbage in paper and tie and place the same in the incinerator or garbage chute provided for such purpose, or as otherwise directed by the janitor/superintendent or Agent of the Landlord and the Tenant must observe strict cleanliness in all respects.
8. Tenants, their families, guests, visitors and servants shall not make or permit any improper noises in the building or do anything that will annoy or disturb or interfere in any way with other Tenants or those having business with them.
9. Nothing shall be thrown by the Tenants, their families, guests or servants out of the windows or doors of the building.
10. If Tenants desire telegraphic or telephone connections, the Landlord or his Agent will direct the electricians or other workmen as to where and how the wires are to be introduced and without such direction no boring or cutting for wires will be permitted. If Tenants desire to install, add to or alter gas or electric light fittings for lighting their rented premises they must arrange with the Landlord or his Agent for the necessary connections and no gas pipe or electric wire will be permitted which has not been authorized in writing by the Landlord or his Agent.
11. The Tenant shall take good care of the said rented premises and keep the same clean and in a sanitary condition; he will at all times keep clean and in good and perfect order and condition all fittings and fixtures in said premises; he will replace any glass broken on the said premises; he will not make any changes or alterations to the premises or paint or paper walls or ceilings or erect or remove partitions without the consent in writing of the Landlord, or mark, colour or deface the same, and will not put up any shades, blinds or awnings except those provided by or approved by the Landlord, and shall not place or allow to be placed rubbers, boots, umbrellas, etc. in the hallways of the premises.
12. The Tenant shall not install, on the rented premises, additional heating units or additional electrical circuits which may result in an overload to the existing electrical circuits.
13. No stores of coal or any combustible or offensive goods, provisions or materials shall be kept upon the rented premises.
14. No heavy furniture shall be moved over floors of the rooms, halls, landings or stairs, so as to mark them.
15. In the event of any contagious or infectious diseases developing in a person in the rented premises, the Tenant of such premises shall have such person treated immediately in accordance with By-Laws and Regulations in force relating to such diseases.
16. Tenants parking cars in unauthorized areas without the payment of rent or without a formal written agreement with the Landlord shall be subject to being charged with trespassing.
17. Provided always and it is hereby agreed between the parties hereto that the Landlord shall not be liable for any loss or damage or theft to any of the Tenant's goods or chattels stored in any storage space provided by the Landlord.
18. The air vents attached to radiators shall not be opened or tampered with by the Tenant, members of his family or servants. In the event of any radiator or air vent being found out of order from any cause, the Landlord or his Agent shall be notified at once. No Tenant shall tamper with the grills or any part of the mechanical ventilators or any other equipment in the building.
19. The washing of balcony floors shall be done in such a manner so as not to allow for water to fall over the sides of the balcony floor. Only seasonal furniture to be allowed on balconies.
20. No noise caused by an instrument or other device which, in the opinion of the Landlord may be calculated to disturb the comfort of other Tenants, shall be permitted by the Tenant in the rented premises; nor shall any noise whatsoever be repeated or persisted in after request to discontinue the same shall be made by the Landlord or person in his employ in charge of the building for the time being. Pianos, radios, organs, violins and other musical instruments shall not be allowed by the Tenant to be used in the rented premises after eleven o'clock p.m. This shall be deemed to include all parties, disorderly or otherwise.
21. Signs, advertisements or notices will not be posted or inscribed on any part of the building.
22. Tenant is hereby required to provide the Landlord with either proof of adequate insurance coverage or, in the alternative, prior to the commencement of the next renewal term, apply and pay for the Tenant's Legal Liability Coverage as arranged by Landlord in an amount of not less than \$50,000.00.
23. Garage doors must be closed when Tenant has entered or left the garage and must be kept closed when not in use.

DATED _____ A.D. 19____
 BETWEEN _____

--- and ---
 The "Landlord"

The "Tenant(s)"

Tenancy Agreement

Form No. 70 S.L. Revised
 ©Copyright, June, 1982
 M. Sider & Co. Ltd. — Printers & Stationers
 183 Balmora Street, Toronto, Ont. M5T 2K7
 Telephone: (416) 366-9657
 Revised June 1982

BUILDING _____
 ADDRESS _____
 SUITE No. _____
 TERM _____
 EXPIRY DATE _____
 TOTAL RENTAL \$ _____ (per month)
 PAYABLE THE _____ DAY
 OF _____ 19____