



RESIDENTIAL LEASE



THIS RESIDENTIAL LEASE is made the day of
(Month) (Year)
pursuant to the provisions of the Short Form of Leases Act and the Tenant Protection Act, as amended, and any legislation which replaces them.

BETWEEN:.....(Landlord)

AND:.....(Tenant)

Rented Premises and Parking 1. The Landlord agrees to rent to the **Tenant**
(Address)
in theof(hereinafter referred to as the "rented premises")
and parking space(s) for permitted passenger vehicle(s):-

Number of Space(s)No(s)..... Outside Carport Underground Garage

Condominium 2. In the event that this property is a condominium, the **Tenant** agrees to abide by the Rules and Regulations and amendments, thereto of
C.C.C. #and acknowledges receipt of a copy.

Use of Premises 3. The **Tenant** agrees to use the rented premises for residential purposes only and for no other purpose and to abide by the covenants, agreements,
rules and regulations of this Lease and not to allow the rented premises to be occupied by any one other than the persons listed in this agreement.
It is understood that the following only may occupy the rented premises and that such is of the full age of 18 years:-

- Name
- Name
- Name
- Name

Term 4. The **Tenant** shall be entitled to occupy the rented premises, subject to the present tenant vacating, for a term of
.....beginning the.....day of 20.....
(Month) (Year)
and ending on the.....day ofsubject to the terms of Clause 20 of this Lease.
(Month) (Year)

Should the term of this Lease be in excess of one year, it is understood and agreed that unless otherwise provided for, rent increases for
subsequent years will be in accordance with the maximum allowable under the Tenant Protection Act, as amended, and any legislation which
replaces it.

Rent 5. The **Tenant** covenants and agrees to pay rent, without any deduction, defalcation or abatement whatsoever, to the Landlord, as follows:

Per Month For: Rented Premises \$
Parking..... \$
Total..... \$

payable in advance on theday of every month during the term described above, provided however
the first month's rent is to be paid upon the execution of this Lease.

Rental cheques are to be made payable to:-(Name)
.....(Street) (City) (Province) (Postal Code)

Agent Where "Landlord" appears it shall be construed as meaning "Agent", where the context so requires.

The Agent for the Landlord is(Name)
.....(Address) (Telephone Number)

Unless otherwise notified in writing, all communications should be sent to the Landlord Agent

Emergency In case of emergency the **Tenant** should contact the Landlord Other
(Name) (Address) (Telephone Number)

Prepaid Rent 6. The **Tenant** agrees to deposit with the Landlord, on or before possession, the sum of \$ as prepaid rent to be applied toward
the last month's rent of the term of this Lease and the Landlord agrees to pay interest annually on such prepaid rent in accordance with the
Tenant Protection Act.

Overdue Rent 7. The **Tenant** agrees to pay the Landlord interest at the prevailing bank prime rate plus 2% per annum on all arrears of rent, other costs and
charges outstanding after thirty days and to reimburse the Landlord for all costs relating to all cheques which are non-cashable for any reason.
In the case of non-payment of rent or any other sum which the **Tenant** has agreed to pay, the Landlord is entitled to proceed to terminate the
tenancy in accordance with the provisions of the Tenant Protection Act. Should the rented premises be abandoned or vacated, the Landlord
may re-enter and re-let the rented premises without being liable to prosecution or damages.

Quiet Enjoyment 8. The Landlord covenants that the **Tenant**, on payment of all the rent, performing all the covenants and observing all the rules and regulations,
shall and may peacefully and quietly have, hold and enjoy the rented premises for the term of the tenancy.

Seizure 9. If, during the term of this tenancy, the goods and chattels of the **Tenant** are at any time taken in execution or attachment by any creditor of the
Tenant, or if the **Tenant** makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, at the option of the Landlord, the
then current rent together with the maximum amount allowable in accordance with the provisions of the Commercial Tenancies Act, may
immediately become due and payable and the remainder of the term may immediately become forfeited and void. The Landlord, at any time
thereafter, may make application to the Court for re-entry.



- Services** 10. The cost of the following services applicable to the rented premises shall be paid as follows:-
- | | LANDLORD | TENANT | | LANDLORD | TENANT |
|-------------------------|--------------------------|--------------------------|------------------------------|--------------------------|--------------------------|
| Gas | <input type="checkbox"/> | <input type="checkbox"/> | Water and Sewerage Charges | <input type="checkbox"/> | <input type="checkbox"/> |
| Oil | <input type="checkbox"/> | <input type="checkbox"/> | Cable TV | <input type="checkbox"/> | <input type="checkbox"/> |
| Electricity | <input type="checkbox"/> | <input type="checkbox"/> | Condominium/Cooperative Fees | <input type="checkbox"/> | <input type="checkbox"/> |
| Hot Water Heater Rental | <input type="checkbox"/> | <input type="checkbox"/> | Other | <input type="checkbox"/> | <input type="checkbox"/> |
- Services Default** 11. The Landlord shall have the same remedies in the case of non-payment of any services as in the case of non-payment of rent and, further, if the **Tenant** defaults in paying any heating or public utility bill the Landlord may pay the bill and collect the amount from the **Tenant** as rent in arrears.
- Appliances** 12. The Landlord agrees to provide the following appliances in good working condition on the date of occupancy:-
 Stove Refrigerator Dishwasher Washer Dryer Other:
-
- Maintenance & Repairs** 13. The **Landlord**:
- (a) covenants to keep the rented premises in a good state of repair;
 - (b) makes no promise to alter, remodel, decorate or to install appliances, equipment or fixtures in, upon or to, the rented premises except as expressly set forth in this Lease or by way of repair;
 - (c) shall be entitled to enter the rented premises to view the state of repair or to make any necessary repairs or alterations providing such entry is made in accordance with the Tenant Protection Act;
 - (d) shall carry out repairs with reasonable diligence in the event of a breakdown of the electrical and mechanical systems;
 - (e) **may at his option, in the event that the premises are destroyed or so damaged, as to be unfit for occupancy:-**
 - (i) terminate the Tenancy Agreement, and in such event rent shall be payable by the **Tenant** to the date on which the destruction or damage occurred;
 - (ii) continue the Tenancy Agreement and restore the premises with due diligence. In such event, rent shall abate until, in the opinion of the Landlord, the rented premises are restored to a state in which they are suitable for occupancy.
- In the event that the Landlord chooses to continue the tenancy, the **Tenant** agrees that there shall be no obligation on the Landlord to provide an alternative place of residence for the **Tenant** during the period required for the restoration of the premises.
- The **Tenant**:
- (a) has inspected and knows the condition of the rented premises;
 - (b) covenants that he will not install his own appliances, fixtures, window coverings, carpeting or water furniture without the written consent of the Landlord. Should permission be given, the **Tenant** shall be responsible for the safe storage of the Landlord's chattels, their replacement on termination of the tenancy and for all costs of and any damage incurred by any removal or installation;
 - (c) covenants that he will not alter, remodel or decorate the rented premises, except by way of repair, without the written consent of the Landlord. The **Tenant** understands that any improvements shall become the property of the Landlord;
 - (d) covenants that he will indemnify the Landlord and any other **Tenant** of the said premises against any loss, costs or damage by reason of any neglect, carelessness or injury caused by him, any member of his family or household, any guest or other person on the rented premises with his consent or, by reason of non-occupancy;
 - (e) covenants that he will give the Landlord immediate notice in the event of fire or smoke damage or any accident to or other defect in any of the water, gas, oil or electrical systems;
 - (f) covenants to leave the premises clean and in good condition on the termination of the tenancy.
- Entry** 14. The Landlord may enter the premises as follows:
- (a) **In case of emergency, at any time;**
 - (b) after notice of termination has been given, at any time between 8:00 a.m. and 8:00 p.m. for the purpose of showing the premises to prospective tenants;
 - (c) at any time between 8:00 a.m. and 8:00 p.m. on twenty-four hours notice in writing specifying the time of entry:
 - (i) to carry out a repair or to do work in the premises;
 - (ii) to allow a potential purchaser, mortgagee, insurer, or valuer to view the premises;
 - (iii) to view or inspect the state of repair of the premises or of any system of the building;
 - (iv) to ascertain if the premises have been abandoned; or
 - (v) for any other reasonable reason set out in the Rules and Regulations as amended from time to time.
 - (d) at any time with the consent of the **Tenant** at the time of entry.
- Parking** 15. The Landlord shall have the right to reallocate parking spaces when necessary and to remove, at the risk and expense of the **Tenant**, any vehicle not meeting the requirements of the Rules and Regulations of this Lease. The **Tenant** shall have no recourse for damages against the Landlord resulting from such removal.
- Delivery** 16. The Landlord shall have the right to limit and control access to the building by delivery services or tradesmen.
- Locks** 17. The Landlord may alter or add to the locking mechanisms on any doors of the premises as long as the Landlord provides the **Tenant** with replacement keys or access cards. The **Tenant** will not change, add or alter any lock on a door without first obtaining the written consent of the Landlord. The **Tenant** agrees to provide the Landlord with a duplicate key for any additional lock which is installed on any entry door to the premises. The **Tenant** further agrees to return all keys and access cards to the Landlord at the termination of the tenancy.
- Auction Sale** 18. The **Tenant** shall not permit any auction sale to be held within or upon the rented premises without the written consent of the Landlord.
- Assignment and Sublet** 19. The **Tenant** covenants not to assign or sublet the rental premises without the written consent of the Landlord. Such consent may be withheld arbitrarily to the extent allowed by the Tenant Protection Act. The **Tenant** agrees to pay any reasonable expenses incurred by the Landlord and agrees that it is reasonable for the Landlord to require personal and financial references with respect to any proposed **sub-tenant** or assignee.
- Termination of Tenancy** 20. (a) This tenancy may only be terminated in accordance with the Tenant Protection Act. If either the **Tenant** or the Landlord can terminate the tenancy at the end of the term created by this Lease he may give notice to that effect in writing as required by the Tenant Protection Act.
 (b) If either party has given such notice as required in 20(a) the **Tenant** covenants that he will permit the Landlord to be admitted with prospective tenants to view the rented premises, upon notice as stipulated in the Tenant Protection Act, and permit the Landlord to erect a "To Let" sign upon the rented premises which sign shall remain thereon without hindrance or molestation.
 (c) If neither party wishes to terminate the tenancy the **Tenant** shall become a monthly **Tenant** under the terms and conditions as set in the expired Lease as stipulated in the Tenant Protection Act. Nothing herein shall prevent the parties agreeing to any other terms for the said monthly tenancy.
 (d) Should the **Tenant** fail to vacate the rented premises on or before the date upon which his tenancy has been terminated as provided under 20(a) and the Landlord has entered into a lease agreement with a third party causing the Landlord to be liable to such third party, the **Tenant** shall, in addition to all liability to the Landlord for such overholding, indemnify the Landlord for all losses suffered.
- Sale of Premises** 21. The **Tenant** covenants that he will, upon notice that the premises are for sale, allow the Landlord, or his sales representative to be admitted with prospective purchasers to view the rented premises upon notice as stipulated in the Tenant Protection Act. The **Tenant** shall permit the Landlord, or his sales representative, to erect a "For Sale" sign upon the rented premises which sign shall remain thereon without hindrance or molestation.



- Liability** 22. The Landlord shall carry no insurance on behalf of the **Tenant**.

The Landlord shall not, in any event whatsoever, be liable or responsible in any way for any personal injury, discomfort or death that may be suffered or sustained by the **Tenant**, any member of his family or household, any guest or other person on the rented premises, the premises of the Landlord or condominium corporation, or, for any loss of or damage or injury to any property, including vehicles and contents thereof, belonging to the **Tenant**, any member of his family or household, any guest or other person, while such property is on the rented premises, the premises of the Landlord or condominium corporation. In particular, but without limiting the generality of the foregoing, the Landlord shall not be liable for any damage to any such property or inconvenience to the **Tenant** caused by:-
a) gas, oil, steam, water, rain, snow, or salt, which may leak into, issue or flow from any part of the rented premises, the premises of the Landlord or condominium corporation;
b) water, steam, sprinkler or drainage pipes or plumbing works of the same, or from any other place or quarter;
c) the condition or arrangement of any electrical or other wiring;
d) anything done or omitted to be done by any other **Tenant** of the Landlord;
e) acts of neglect by any owners or occupants of adjacent property;
f) any steps taken to eliminate vermin.
- Representation by Tenant** 23. If the **Tenant** has given any inaccurate information to the Landlord in the Application For Tenancy or in this Lease Agreement, the Landlord shall be entitled to terminate this Lease.
- Breach of Covenant** 24. Should the Landlord or the **Tenant** be in breach of any covenant, except the covenant to pay rent, the offended party must give written notice of such breach within thirty (30) days of the breach coming to his attention and provide the offending party a reasonable period to remedy the breach. If the breach is remedied, there shall be no further liability for the breach and, if no such written notice is given, neither party shall have any remedy for the alleged breach.
- Changes to Lease** 25. Notwithstanding any terms or conditions outlined in the printed portion herein, any provisions written or typed into this Lease shall be the true terms and shall supersede the printed portion in respect to the parts affected thereby. Any assent or consent to changes in or waiver of any part of this Lease, in spirit or letter, must be made in writing and signed by both parties.
- Notices** 26. All notices shall be given in accordance with the provisions of the Tenant Protection Act, as amended, and any subsequent amendments unless otherwise stipulated.
- Gender and Interpretation** 27. This Lease shall be read with all changes of gender or number required by the context. Any reference in this lease to the Tenant Protection Act means the Tenant Protection Act, as amended, and any legislation which replaces it.
- Heirs & Assigns** 28. The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Lease.
- Vacant Possession** 29. If the Landlord is unable to deliver vacant possession of the premises on the date of commencement of the term for any reason beyond the Landlord's control, this Lease shall be terminated. The Landlord shall not be held liable for any damages suffered by the **Tenant** as a result of any such termination. Any monies received by the Landlord shall be returned in full without interest or deduction.
- Type of Premises** 30. It is understood and agreed that this form of Lease has been drawn to cover several types of premises and that anything in this Lease which is inconsistent with the type of premises being rented herein shall not apply to this Lease.
- Rules & Regulations** 31. The **Tenant** covenants to comply with all the Rules and Regulations attached to and forming part of this Lease and to such other and further reasonable rules and regulations as in the Landlord's judgement may from time to time be needful. All Rules and Regulations shall apply to the **Tenant**, any members of his family or household and any guest or other person on the rented premises with his consent.

32. **THE LANDLORD SHALL COMPLY WITH THE PROVISIONS OF THE FAMILY LAW ACT, R.S.O. (1990) c.F.3 AND ANY SUBSEQUENT AMENDMENTS, UNLESS THE LANDLORD'S SPOUSE HAS CONSENTED TO THIS LEASE BY EXECUTION THEREOF.**

DATED atthis..... day of 20
(Month) (Year)

SIGNED, SEALED AND DELIVERED
in the presence of

IN WITNESS whereof I have hereunto
set my hand and seal

(WITNESS)	(LANDLORD)	DATED D/M/Y
(WITNESS)	(LANDLORD)	DATED D/M/Y
(WITNESS)	(TENANT)	DATED D/M/Y
(WITNESS)	(TENANT)	DATED D/M/Y

The undersigned spouse of the Landlord hereby consents to the disposition evidenced herein pursuant to the provisions of The Family Law Act.

In consideration of the sum of ONE DOLLAR (\$1.00), the receipt of which from the **Tenant** is hereby acknowledged, the undersigned spouse of the Landlord hereby agrees with the **Tenant** that he/she will execute all necessary or incidental documents to give full force and effect to the lease evidenced herein.

DATED atthis..... day of 20
(Month) (Year)

SIGNED, SEALED AND DELIVERED
in the presence of

IN WITNESS whereof I have hereunto
set my hand and seal

.....(WITNESS)..... (SPOUSE)..... DATED D/M/Y



RULES AND REGULATIONS

These Rules and Regulations which are attached to and form part of this Lease shall be interpreted as they apply to the described rented premises, the premises of the Landlord or Condominium Corporation.

- General Safety** 1. The **Tenant** shall not obstruct any route of access to or within the rented premises. In particular, but without limiting the generality, the **Tenant** shall not:-
- a) encumber sidewalks, hallways, balconies, fire escapes or fire routes nor shall he remove or cover any source of light to any of these areas;
 - b) take bicycles in or out through, or store them in, areas other than those designated by the Landlord;
 - c) hang, anything on balcony railings or from balcony ceilings or supports without the written consent of the Landlord;
 - d) throw or drop anything from any balcony or window.
- Fire and Health Risks** 2. The **Tenant** shall not store or use any noxious or flammable substances, any cooking or heating apparatus which may be a health or fire risk, be in contravention of any law or by-law or result in any increase in the Landlord's cost of insurance. In particular, but without limiting the generality, the **Tenant** shall:-
- a) confine cooking to the kitchen or other areas specified by the Landlord;
 - b) not store any paint, gasoline or propane containers in any enclosed area;
 - c) not use a barbecue on any balcony or within the premises;
 - d) not use or install any cooking or heating apparatus without the written consent of the Landlord;
 - e) confine goods, garbage, papers, sweepings and other refuse in a safe and sanitary manner in the areas designated by the Landlord and ensure that they are available for removal from the premises at the appropriate times and places as designated by the Landlord.
- Smoke Alarms** 3. The **Tenant** shall replace when necessary, at his cost, all batteries used to operate the smoke detector(s) installed on the premises. The **Tenant** shall advise the Landlord immediately if such smoke detector(s) cease to function except by reason of battery failure. The **Tenant** shall indemnify and save the Landlord harmless from all causes of action(s), and any other judicial proceedings commenced against him resulting from the **Tenant's** failure to comply with the aforementioned obligations.
- Unoccupied Premises** 4. The **Tenant** shall be responsible for having the rented premises inspected regularly if they are unoccupied for more than forty-eight hours.
- Housekeeping** 5. The **Tenant** shall:-
- a) where applicable, keep the gardens and lawns in a neat and tidy condition in the summer months, and the walks and laneways free from ice and snow in the winter months;
 - b) at all times keep the rented premises in a proper state of cleanliness including cleaning, waxing and polishing any hardwood floors and properly caring for any carpet supplied by the Landlord;
 - c) be responsible for closing windows in the event of rain or snow;
 - d) not use spikes, hooks, screws or nails on the walls or woodwork;
 - e) not allow any waste of water in the rented premises nor use water closets and other water apparatus for any purpose other than that for which they were constructed. In particular, but without limiting the generality, no sweepings, garbage, rubbish, rags, ashes, sanitary products, diapers or other substances shall be thrown in them;
 - f) maintain the rented premises at a minimum temperature of 10 C/50 F.
- Request for Additional Outlets** 6. If the **Tenant** desires additional telephone or TV outlets the Landlord will direct installers as to where and how the wires are to be introduced. Without such direction, no boring or cutting for wires will be permitted. If the **Tenant** desires to install, add to, or alter gas or electrical outlets he must obtain the written consent of the Landlord.
- Moving Furniture** 7. The **Tenant** shall move household furniture and effects into or out of the rented premises only at such times and in such manner as approved by the Landlord.
- Use of Common Facilities** 8. Where laundry, recreational and other facilities are provided, the **Tenant** shall have the right to use such facilities as long as he abides by the rules and regulations for their operation.
- Parking** 9. The **Tenant** shall:-
- a) park only passenger vehicles in spaces allotted to him and shall not use any other parking space without the written consent of the Landlord;
 - b) furnish such information as may be required to identify each vehicle and affix to each vehicle such marker as may be required by the Landlord;
 - c) keep the vehicle which he parks in his parking space in a good mechanical state of repair and have it washed regularly;
 - d) not do or permit to be done repairs or cleaning of any kind to any vehicle in any parking or adjacent area;
 - e) use electrical outlets where they are provided for block heating units only.
- Signs & Nameplates** 10. The **Tenant** shall not inscribe, paint or affix on any part of the rented premises any sign, advertisement or notice without the written consent of the Landlord.
- Noise** 11. The **Tenant** shall not do anything that will annoy, disturb or interfere in any way with any other **Tenant**, neighbour or those having business with them. In particular, but without limiting the generality, no noise caused by any instrument or other device, which in the opinion of the Landlord may be calculated to disturb the comfort of any other **Tenant**, shall be permitted in the rented premises, nor shall any noise whatsoever be repeated or persisted in following the Landlord's request that it discontinue.
- Animals** 12. The **Tenant** shall not keep any animal within or upon, in or about the rented premises without the written consent of the Landlord. If any animal is permitted about the rented premises, the **Tenant** will keep such animal on a leash when outside the premises, and will ensure that any mess made by the animal is cleaned up effectively and immediately.
- Pest Control** 13. If the **Tenant** discovers any vermin on the premises, he shall immediately inform the Landlord. The Landlord shall have the right to take the necessary steps required to eliminate the vermin. The **Tenant** shall, upon receiving 24 hours written notice, remove all goods from specified areas to facilitate the extermination process.
- Contagious Diseases** 14. In the event of a contagious or infectious disease developing, the **Tenant** shall comply with any laws, by-laws or regulations relating to any such disease.



RESIDENTIAL LEASE

Dated.....

Apt. No.
House No.

From

To

.....Landlord

.....Tenant(s)

I have read and clearly understand this lease and I acknowledge

having received a true copy of it on theday of..... 20
(Month) (Year)

.....
(LANDLORD) DATED (D/M/Y)

.....
(LANDLORD) DATED (D/M/Y)

I have read and clearly understand this lease and I acknowledge

having received a true copy of it on theday of..... 20
(Month) (Year)

.....
(TENANT) DATED (D/M/Y)

.....
(TENANT) DATED (D/M/Y)
