



Tenancy Agreement

TENANCY AGREEMENT dated ... Made pursuant to the provisions of the Residential Tenancies Act, S.O. 2006, Chap.17 (hereinafter the "RTA"). Version 04-2007.

BETWEEN: RADAR Property Management Inc, 391 Vine Street, Unit 1, St Catharines, Ontario, L2M 4T9.

NOTE: This is the legal name and address of the Landlord to be used for the purpose of giving notices or other documents under the RTA and this Lease. Tenant acknowledges the name and address of the Landlord are subject to change and in such event, the Tenant will direct notices accordingly to the new Landlord.

AND: [ALLNAMES] (Tenant(s))

RENTED PREMISES 1. The landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord:

PARKING Hereinafter referred to as the Rented Premises, and the following parking privileges for private passenger automobiles(s): Outside driveway parking spot street parking Car info/ make Additional charges for parking spots applicable Amount of monthly charge

OCCUPANTS It is understood and agreed that only the following persons shall occupy the Rented Premises in addition to the Tenant:

NAME: NAME: Initial(s) NAME: NAME:

OCCUPANT SPOUSES BOUND BY THIS AGREEMENT Tenant undertakes to notify the landlord, in writing, in the event a spouse of the Tenant occupies the Rented Premises at any time while this Agreement is in effect. In the event the Rented Premises are occupied as a principal residence by a spouse as defined in the RTA and where such spouse obtains the status of "Tenant" of the Rented Premises, this agreement shall be deemed to be amended to include such spouse as a Tenant and shall be fully binding upon such person, jointly and severally with the Tenant in all respects, including the obligation to pay any arrears of rent.

COVENANTS 2. The Tenant agrees to abide by the covenants, agreements, and all provisions of this Agreement and is deemed to have given notice hereof to any person who resides in the Rented Premises. It is agreed that the Landlord shall be entitled to enforce the provisions of this Agreement 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 Rented Premises 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 Agreement by the Tenant, provided such rights are exercised in accordance with the RTA.

TERM 3. The Tenant shall occupy the Rented Premises, subject to the present tenant vacating, for a term beginning on START and ending on END subject to the terms of this Agreement. At the end of the term if the tenant continues to occupy the premises the lease then continues on a month to month basis, the same terms and conditions apply, and 60 days notice is still required to terminate. If the Landlord is unable to give possession of the Rented Premises on the commencement of the term for any reason, including, but not limited to construction delays or an over holding tenant, the Landlord shall not be subject to any liability to the Tenant or occupants and shall give possession as soon as the Landlord is able to do so. The rent shall abate until possession of the Rented Premises is offered by the Landlord to the Tenant. Failure to give possession on the date of commencement of the term shall no in any way affect the validity of this Tenancy Agreement, the obligations of the Tenant or in any way be construed to extend the term of this Tenancy Agreement. This agreement shall be enforceable against all Tenants named as such herein regardless of whether such Tenant actually chooses to occupy the Rented Premises.

RENT 4. (a) The Tenant agrees to pay to the Landlord, at the Landlord's office or such place as directed in writing from time to time by the Landlord:

For Rented Premises per month \$\$\$ which shall be due and payable on the first day of each month for the term referred to in paragraph 3 herein. Rental cheques are payable to RADAR Property Management Inc. Rent paid by anyone other than the Tenant named in this Agreement shall be deemed to have been paid on behalf of the Tenant.

Initial(s) (b) Arrears of rent shall bear interest at the rate of 2% per month compounded monthly which is the equivalent of 26.82% per annum, calculated from the date following the date upon which is due until paid and such interest shall be deemed rent hereunder.

(c) (i) All payments herein are to be made by direct debit money order, cash or certified cheque only, unless otherwise directed by the Landlord. Acceptance of other forms of payment from time to time by the Landlord, his agent or employee shall not be deemed a waiver of this term. (ii) If the Monthly Rental is paid by cheque and the cheque 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 \$40.00 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 sum of \$\$\$\$ as prepaid rent to be applied toward payment of the rent for the last rent period of the tenancy. In the event of a lawful increase of rent, the Tenant shall pay an additional amount to increase the rent deposit in an amount equal to the increased Monthly Rental. The increased deposit may be paid by way of a credit by the Landlord of interest payable in respect of the deposit herein. Interest is payable on a yearly basis at the rate set out by the RTA and will be paid upon completion of the lease or every February, whichever comes first.

(e) The Administration and Processing Fees referred to in clauses 37 & 38 of this Agreement shall reflect the costs incurred by Radar Property Management for the following services: advertising; application processing, credit checks/reference checks, unit showings, office administration, etc. Specializing in Tenant Recruitment, Investment Real Estate and Property Care

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All or any administration fees are at the sole discretion of Radar Property Management Inc.

(f) It is further agreed between the parties that the rent chargeable pursuant to this Agreement and any statutory or other renewals thereof has been negotiated taking into account a reduction to allow for any future disruptions or inconvenience the Tenant may experience as a consequence of the Landlord performing work at the residential complex or Rented Premises pursuant to its statutory obligations under the RTA or any other provincial or municipal legislation and therefore the Tenant shall not seek damages or any abatement of rent in such circumstances.

UTILITIES

5. The Tenant, in addition to the Monthly Rental, agrees to pay the following services applicable to the Rented Premises:

N/A All Inclusive \_\_\_\_\_  
Electricity \_\_\_\_\_  
Water \_\_\_\_\_  
Gas \_\_\_\_\_  
Water Heater Rental \_\_\_\_\_

Initial(s)

The Tenant shall exercise reasonable care and diligence in the use of any 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 unpaid charges may be collected as rent; furthermore, 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 serviced, and the Landlord shall have the same remedies in respect of a resulting shortfall in rent as in the case of non-payment of rent. The Tenant also acknowledges that where electricity is currently included in the rent the Landlord in its sole discretion may at any time choose to meter the Tenant's Rented Premises separately and transfer responsibility for payment of electricity directly to the Tenant based on the Tenant's own consumption. In such an event the Landlord shall reduce the Monthly Rental in accordance with applicable rent control legislation and the Tenant hereby consents to such transfer of responsibility for payment of electricity.

AIR  
CONDITIONING  
&  
WASHER/DRYER  
HOOK UP

Air conditioner fee applicable \_\_\_\_\_

All inclusive units are required to pay \$30 per month for the use of an air conditioner May – October.

If a washer or dryer are hooked up in a unit after a tenant moves in, a fee of \$25.00 per month per appliance will come into effect immediately to cover the excess water usage. (For units that do not pay their own water bill).

BANKRUPTCY

6. In the event of the bankruptcy of the Tenant, the Landlord shall rank as a preferred creditor to the Bankruptcy and Insolvency Act in respect of arrears of rent for a period of three months next preceding the bankruptcy. If the Tenant becomes a bankrupt, the balance of the term of this Tenancy Agreement shall be terminated and the Tenant shall become a month to month tenant subject to all of the terms and conditions of this Tenancy Agreement 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 4 of this Agreement.

CONSENT OF  
REGISTERED  
OWNER

7. The Landlord named herein has the registered owner's authority to execute this Tenancy Agreement on its behalf and may exercise the rights and powers reserved to the Landlord herein; however, in the even the Landlord named herein is not the registered owner but an agent of same, 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 or tribunal documents necessary to ensure that the registered owner is added as a party to such proceedings.

USE

8. (i) The Tenant agrees to use the Rented Premises as a residential dwelling and for no other purpose whatsoever.

(ii) The Tenant agrees not to conduct, permit, or suffer any act or activities on or about the Rented Premises for which consideration would normally be payable, including but not limited to activities such as the operation of babysitting or childcare services, or the operation of any other business or commercial use. Specifically, the Tenant shall at no time seek compensation from the Landlord, howsoever arising, in respect of any interruption to any economic activity engaged in by the Tenant or members of the Tenant's household at the Rented Premises.

Initial(s)

(iii) The Tenant shall not permit the Rented Premises to be occupied by anyone other than the persons listed in clause 1 of this Agreement unless 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 Rented Premises without written consent of the Landlord.

CONDITION OF  
PREMISES

9. The Tenant hereby acknowledges that the Rented Premises, appliances and appurtenances are in clean condition free of visible defects and fit for habitation and use. The Tenant hereby undertakes to notify the Landlord, in writing, within seven (7) days of the commencement of the term of this Agreement, of any defects or deficiencies in the condition of the Rented Premises. The Tenant agrees that there is no promise, representation or undertaking, by or binding upon the Landlord, with respect to any alteration, remodeling, decoration or installation of equipment or fixtures in the Rented Premises. The Tenant hereby agrees to maintain the Rented Premises in the same condition as existed at the commencement of this Tenancy Agreement, or as improved by the Landlord thereafter, reasonable wear and tear excepted.

REPAIRS

10. 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.

CARE OF  
RENTED  
PREMISES

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

Initial(s)

MAINTENANCE  
ISSUES

12. **The Tenant agrees to advise the Landlord, by phone and in writing, of any repairs or maintenance required to be done by the Landlord.** It is agreed that 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. It is further agreed that, upon written notice to the Landlord of any repairs or maintenance required to be done, 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 Agreement. The Tenant shall not call on any person not employed by the Landlord to affect any repair or maintenance of the Rented Premises.

Initial(s)

RIGHT OF  
ENTRY BY  
LANDLORD

13. The Tenant agrees that the Landlord, at the Landlord's sole discretion, shall be entitled to enter the Rented Premises for the purpose of making maintenance inspections, repairs and alterations, including renovations and pest control measures, regardless of whether the Tenant believes such inspections, repairs, renovations or measures are necessary, and the Landlord shall not be treated as a trespasser for the purpose of such entry; furthermore, the Tenant agrees that the Landlord may enter the Rented Premises *in the manner specified under the RTA* for the purpose of exercising its right to show or enter the unit hereunder or under the RTA or to inspect such premises in preparation for a hearing before a court or tribunal. It is further agreed 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

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enjoyment of the Rented Premises.

RULES &  
REGULATIONS

14. (i) Automobiles shall be parked only in such spaces which the Landlord may designate from time to time and the Landlord shall have the right to reassign such parking spaces from time to time as the Landlord, in its sole discretion, may determine. The Tenant shall furnish the Landlord with such information as it may require to identify the Tenant's automobile and Tenant shall affix to the vehicle such identification as may be designated by the Landlord from time to time. The Landlord shall have no obligation to provide parking for more than the number of automobiles specified in paragraph 1 of this Tenancy Agreement. The Tenant shall not assign or sublet any parking space.

Parking

(ii) Any parking space allotted to the Tenant by the Landlord may be used only for the purpose of parking one automobile which is regularly operated by the Tenant. Without limiting the generality of the foregoing, it is expressly understood and agreed that the Tenant shall not park or store on the Landlord's property any additional automobile, any automobile which as been abandoned or is inoperable or does not bear any valid license permit, and furthermore that the Tenant shall not park or store on the Landlord's property any commercial vehicle, recreational vehicle, trailer, boat or any other object.

(iii) In the event that the Tenant contravenes any of the provisions of sub-paragraph 14A(i) or 14A(ii) hereof, the Landlord shall have the right to remove the automobile, vehicle, trailer, boat or object, as the case may be, from the property of the Landlord at the Tenant's risk and expense. No action shall lie against the Landlord in conversion, damages or otherwise as a consequence of such removal and the Tenant shall reimburse the Landlord for any expense which he may incur in removing, storing or disposing of any vehicle, trailer, boat or object.

(iv) No repairs, cleaning, washing or maintenance to any vehicle shall be carried out on the Landlord's property.

Fire

15. (i) The Tenant shall not do, bring or keep anything in the Rented Premises, or permit or suffer such act which will in any way create a risk of fire or increase the rate of fire insurance on the building or contents

(ii) Barbecuing on balconies or under awnings or making of fires shall not be permitted in or about the residence.

(iii) No fireworks are permitted to be stored on property or be discharged on or about the property at any time

Noise

16. The Tenant shall not cause, permit or suffer any noise or interference which is disturbing to the comfort or reasonable enjoyment of the Rented Premises by the Landlord or any other tenant.

Access

17. (i) The sidewalks, entry, passageways and stairways used in common shall not be obstructed or sued for any purpose other than proper access to and from the Rented Premises. Bicycles shall be kept only in areas designated by the Landlord.

(ii) The Tenant agrees not to permit or suffer any partition or fences to be erected on, in, or about the Rented Premises.

(iii) The Landlord shall have the right to limit access to the building by delivery services.

Painting &  
Alteration

18. (i) The tenant shall not permit the painting of any portion of the Rented Premises, or erect or cause to be erected any structure in, about, or upon the Rented Premises, or permit or make any alterations or changes in or about the Rented Premises without the prior written consent of the Landlord. Should alteration take place, it is the tenant's responsibility to return the unit to the original colour/condition.

Initial(s)

(ii) Wallpaper shall not be installed without prior written consent of the Landlord.

(iii) Spikes, hooks, screws, nails, stick-on hangers, bath tub decals, adhesive or self adhesive products shall not be put into or upon any woodwork or permanent furniture of the Rented Premises. Reasonable small nails to hang photos are permitted in walls as long as the hole is small enough to be repaired easily and does not cause an unsightly mark. The Tenant will repair all holes with appropriate filler and touch-up the paint over top prior to vacating the premises at their own expense.

Electric Light  
bulbs

19. The Landlord shall furnish electric or fluorescent light bulbs in the fixtures and fuses in any panel box installed by the Landlord at the time the Tenant takes possession of the Rented Premises, but not thereafter. Upon termination of the tenancy, the Tenant shall be responsible for ensuring that all electric light bulbs and fuses are in place and in an operable condition.

Smoke Detectors

20. The Tenant acknowledges receipt of smoke alarm maintenance information and agrees to immediately notify the Landlord in writing of any damage to or malfunction of any smoke detector supplied by the Landlord and the Landlord agrees to service same, provided:

Initial(s)

(i) the Landlord shall furnish a battery for each smoke detector requiring same at the time the Tenant takes possession of the Rented Premises, which battery shall thereafter be replaced annually by the Landlord with the Tenant present as a witness.

(ii) if the malfunction is due to the Tenant's removal of or failure to replace the battery, or tampering or adjustments made thereto or removal thereof by the Tenant or his guests the Tenant shall reimburse the Landlord for any expenses incurred for replacement or servicing of the equipment. Also, as noted by the Fire Department, be reminded that the Landlord has installed smoke alarms for the protection of all Tenants and guests of the building. The Ontario Fire Code prohibits the intentional disabling of any smoke alarm, including the battery. Any person who disables a smoke alarm or tampers with any other fire safety device is guilty of an offence and is subject to prosecution.

Shades and  
Balconies

21. (i) No awnings, shades, flower boxes, aerials, satellite dishes, or other items shall be erected over or placed outside windows, doors, balconies or inside patios without Landlord consent. Balconies or patios shall not be used for the hanging or drying of clothes or for storage. No objects whatsoever shall be dropped, thrown, propelled or projected from the Rented Premises, and no Tenant shall permit or tolerate such act.

(ii) Drapes and drapery tracks where provided by the Landlord shall not be removed. The Tenant shall not install or permit to be installed over any windows or doors any flags, sheets, towels, metal, or other similar items which, in the sole opinion of the Landlord are detrimental to the appearance of the building. Landlord does not supply window coverings for units.

(iii) The Tenant shall maintain any patio or balcony area forming part of the Rented Premises in a neat and tidy condition at all times to the Landlord's satisfaction and the Tenant shall not install or place carpeting of any kind on the balcony.

Signs

22. No signs, advertisements or notices shall be posted or inscribed on or in any part of the building by the Tenant.

Pets

23. (i) **Pets are allowed only with Landlord permission and the addition of a "Pet Addendum"**. No other dog, cat or other animal, bird, reptile, or pet of any kind to be kept or allowed on, in, or about the Rented Premises. The Tenant shall indemnify and save the Landlord harmless from any claims arising from injury to any person or damage to any property in the Rented Premises as a result of the Tenant or his guests bringing any animal, bird, reptile or pet into the Rented Premises or in or about the buildings where the rented premises are situated. Failure by the Landlord to enforce this provision is not deemed a waiver of this provision and the Tenant hereby acknowledges that the Landlord is not stopped from enforcing this provision at any time

Initial(s)

(ii) The Tenant hereby accepts liability for any and all claims and actions initiated by the Landlord, another tenant, a future tenant or any Specializing in Tenant Recruitment, Investment Real Estate and Property Care

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other person for any injury to any person or damage to any property in or about the Rented Premises as a result of the Tenant or his guests bringing any animal, bird, reptile or pet into the Rented Premises or in or about the building where the Rented Premises are situated.

Vermin	24. The Tenant shall keep the Rented Premises free from vermin and in so doing shall procure and pay for any professional pest control service which may be necessary from time to time and a failure by the Tenant to comply with this provision shall be deemed to constitute a consent that the Landlord may enter the premises for the purpose of exterminating any such vermin and any costs thereof shall be payable to the Landlord by the Tenant. The Tenant hereby further consents to entry of the Landlord or an agent of the Landlord for the purpose of treating the Rented Premises for pest control purposes.
Garbage	25. All garbage shall be wrapped in plastic or disposable garbage bags and tied and sorted if required in the areas designated by the Landlord and at such times which it may designate, all in conformity with health regulations and any applicable recycling regulations. It is expressly agreed and understood, however, that garbage shall not be stored outside the Rented Premises at any time unless in facilities designated by the Landlord.
Noxious Substances	26. The Tenant shall not bring or permit the bringing or storage of any contaminants or noxious, dangerous or toxic substances into or upon the Rented Premises or any part of the residential complex is situated. The Tenant shall be liable to indemnify the Landlord for any damages howsoever caused and any other liability which may accrue at law to the Landlord as a consequence of the Tenant's breach of this term. If a question arises relating to a contaminant or noxious, dangerous or toxic substances, such question will be determined having regard to Ontario or federal law or by a person whom the Landlord believes to be an expert qualified to determine the question.
Defects	27. The Tenant shall give the Landlord prompt written notice of any accident or defects such as, without limiting the generality of the foregoing, defects or accidents involving water pipes and fixtures, gas pipes and fixtures, heating apparatus, tub surrounds, electric lights or any other installations and shall be liable for any damages caused by failure to give such notice.
Laundry Rooms	28. The use of the washing machines and dryers shall be subject to any rules, regulations or notices posted or provided by the Landlord and no laundry shall be hung in, around, or about any portion of the Rented Premises.
Repairs & Replacements	29. Except if repairs or replacements are required by normal wear and tear, the Tenant shall be responsible for all repairs and replacements in the Rented Premises caused by the willful or negligent conduct of the Tenant or persons permitted in the Rented Premises by the Tenant, including, without restricting the generality of the foregoing, broken glass, torn screens, damaged light fixtures, plugged toilets and plugged sink drains.
Initial(s)	
Refrigerators	30. Ice shall not be scraped from any surface and electric defrosters shall not be used in any refrigerator. Plastic parts of the refrigerator shall not be subjected to water hotter than the hand can bear. Any damage to the refrigerator shall be paid for by the Tenant.
Appliances	31. The Tenant shall not use any appliance in addition to those supplied by the Landlord including, without limiting the generality of the foregoing, any space heater, dishwasher, air-conditioner, washing machine, clothes dryer, and refuse compactor, without first obtaining the written consent of the Landlord and paying to the Landlord the required charge for the use thereof. The Tenant shall properly care for all appliances supplied by the Landlord and notify the Landlord in writing if such appliances require repair; further, any damage to such appliances shall be paid by the Tenant.
Waterbeds	32. The Tenant shall obtain, at his expense, appropriate liability insurance for any water bed installed in the Rented Premises and shall provide proof of same to the Landlord prior to installation of any water bed. Further, the Tenant shall be liable for all claims and actions initiated by the Landlord, another Tenant or any other person for any injury to any person or damage to any property in or about the Rented Premises as a result of water leaking, issuing or flowing from any water bed installed in the Rented Premises.
Moving	33. (i) Household furniture and effects may be removed from the Rented Premises only at such time and in such manner as prescribed by the Landlord. (ii) The Tenant shall not damage any part of the building or Rented Premises by moving furniture or other articles in or out and the Tenant agrees to indemnify the Landlord for any expenses incurred in repairing any damage so caused.
Locks	34. (i) The Tenant shall not alter or add to the locking system on any door giving direct entry to the Rented Premises without written permission by the Landlord. The Tenant hereby consents to any change of locks in the building including that of the door giving direct entry into the Rented Premises, provided the Landlord gives the Tenant replacement keys. (ii) In the event the Tenant or his guest(s) locks himself out of the Rented Premises, the Landlord shall not be obligated to unlock the Rented Premises and the Tenant shall be responsible for all costs of re-entry including, but not limited to, locksmith charges, charges for damages howsoever caused, and any service charge payable to the Landlord if the Landlord agrees to unlock the Premises. The charge during business hours is as outlined in 4(e) plus mileage. After reasonable business hours, the base charge will double.
Initial(s)	
Smoking	35. Due to the known health risks of exposure to second-hand smoke, increased risk of fire and increased maintenance costs: (i) No tenant, resident, guest, business invitee, or visitor shall smoke cigarettes, cigars, or any similar product whose use generates smoke within the building. This prohibition includes all residential units with the building, all balconies and patios, enclosed common areas as well as outside within 9 metres of doorways, operable windows and air intakes. (ii) "Smoking" shall include the inhaling, exhaling, burning, or carrying of any tobacco or similar product whose use generates smoke. (iii) "Business invitee" shall include but is not limited to any contractor, agent, household worker, or other person hired by the tenant or resident to provide a service or product to the tenant or resident.
Initial(s)	
General	36. (i) The rules, regulations and posted notices and memos governing the use of any additional services by the Landlord shall be observed and adhered to. (ii) The Tenant shall not violate, or permit or tolerate violation of any Federal, Provincial or Municipal statutes, laws, by-laws, or regulations.
Amendments	37. The Tenant covenants and agrees to comply with each of the rules and regulations herein and, upon notice, and any additions or amendments thereto.
ASSIGNMENT OF RENTED PREMISES	38. The Tenant acknowledges the right of the Landlord to consent or refuse to consent to the assignment of the Rented Premises. The Tenant covenants not to assign the Rented Premises without first requesting, in writing, and receiving written leave of the Landlord to do so. If the Landlord consents to an assignment of the Rented Premises, the Tenant shall not assign the Rented Premises to a potential assignee without first requesting, in writing, that the Landlord consent to the assignment of the Rented Premises to the potential assignee and receiving the Landlord's written consent thereto, which consent will not be arbitrarily or unreasonably refused; however, the Landlord may charge an administration and processing fee in respect of the expenses to mean acceptance by the Landlord of a prospective assignee. It is further agreed that a request to assign shall be deemed not to have been made until the administration and processing fee has been paid and submitted along with the Tenant's written request. Each written request made under this section or section 16 shall be delivered personally or by mail, to the Landlord in writing at the address set out on page 1 of this Agreement and where the request is mailed, it shall be deemed to have been made on the 5 <sup>th</sup> day after mailing. No assignment shall occur until the Tenant and Assignee have completed documentation reasonably required by the Landlord in respect of the assignment. Until the assignment occurs, the Tenant shall remain liable for all obligations under this Tenancy Agreement, including the obligation to pay rent. Unless otherwise agreed in writing, the Tenant shall be solely responsible for finding an acceptable assignee provided the Landlord has first agreed, in writing to the assignment of the Rented Premises.

SUBLET OF  
RENTED  
PREMISES

39. The Tenant covenants not to sublet the Rented Premises without express written permission of the Landlord.

WHERE  
"SPOUSE"  
OBTAINS  
"TENANT"  
STATUS

40. Where a spouse of the Tenant obtains "tenant" status under the regulations to the RTA such spouse shall be deemed to have consented to be bound jointly and severally with the Tenant by this Agreement, including the obligation to pay all rent arrears that may be due when such "tenant" status is sought, regardless of whether this Agreement operates pursuant to a fixed term or has been renewed as a statutory month-to-month tenancy. Any spouse claiming or obtaining "tenant" status shall provide the Landlord with such personal information as the Landlord may require in order to exercise all of its rights under this Agreement.

ABANDONMENT  
OF PREMISES  
BY TENANT

41. (i) If rent is unpaid after the due date, and if it appears to the Landlord that the Tenant has vacated or abandoned the premises, the Landlord may enter the Rented Premises and, in addition to all other rights reserved to the Landlord, may re-rent the Rented Premises. The Rented Premises shall be deemed to have been vacated or abandoned if an inspection reveals the Rented Premises to be substantially barren of the Tenant's furnishings and/or effects, but this clause shall not be construed so as to limit or restrict the circumstances under which the Rented Premises may be deemed to be vacated or abandoned.

(ii) The Tenant agrees to pay to the landlord any costs incurred by the Landlord in respect of commission fees, advertising, administrative costs, storage fees, and all costs of redecorating and cleaning, 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 Rented Premises; it is expressly agreed that recovery of any such sums shall constitute appropriate damages recoverable by the Landlord as a consequence of breach of this tenancy agreement.

(iii) Upon re-entry by the Landlord upon termination of the tenancy or upon the abandonment or vacating of the Rented Premises by the Tenant, or pursuant to a Court or Board Order, the Landlord may dispose of any articles, belongings, effects, or furnishings of any kind found at the Rented Premises or its environs in accordance with the provisions of the RTA. In the event any of the Tenant's articles, effects, belongings, 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 Rented Premises at the time of re-entry by the Landlord shall be deemed to be the Tenant's property unless the Tenant advises otherwise, in writing, prior to such re-entry.

WHERE TENANT  
VACATES  
WITHOUT  
NOTICE BUT  
OCCUPANTS  
REMAIN

(iv) Where the Tenant vacates the Rented Premises without giving a Notice of Termination under the RTA and without entering into an agreement to terminate the tenancy, and where the Rented Premises continue to be occupied by a person(s) who was permitted in the Rented Premises by the Tenant, it is acknowledged and agreed that the Tenant shall continue to be in possession of the Rented Premises until it is vacated by such occupant or occupants, as the case may be; further, all of the Tenant's obligations under this Agreement shall continue until such time as the Tenancy herein is properly assigned or terminated in accordance with law or by agreement between the Landlord and the Tenant.

SAME: WHERE  
NO OCCUPANTS  
REMAIN

(v) Regardless of subparagraph 18 (iv), where the Tenant vacates the Rented Premises without giving a Notice of Termination or lawful Notice of Termination under the RTA and without entering into an agreement to terminate the tenancy, and where the Rented Premises are thereby vacant, the Tenant shall continue to be responsible for all obligations imposed under this Agreement and this Agreement, including the obligation to pay rent, shall continue in full force and effect until such time as this Agreement is lawfully terminated.

(vi) Where the Landlord takes possession of the Rented Premises prior to the end of the term or any renewal thereof because the tenancy has been terminated and the Tenant has been evicted for breach of this Agreement or the RTA or where the Tenant has vacated without giving a valid Notice of Termination, the Tenant shall remain liable to pay rent until the end of the term or any renewals thereof, subject to the Landlord's obligation to mitigate its losses, on the grounds that such rent payment obligation shall constitute reasonable damages to compensate the Landlord for early termination and breach of this Agreement; further, the Tenant shall be responsible for all reasonable costs, including marketing, re-decorating and repair costs, incurred by the Landlord to re-rent the Rented Premises in mitigation of its losses.

LIABILITY

42. The Landlord shall not in any event whatsoever be liable or responsible in any way for:

(i) Any personal injury or death 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 upon the Rented Premises; 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 or to any other person while such property is on the Rented Premises or on the premises of the Landlord; 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 Rented Premises 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 or attributable to the condition or arrangement of any electrical or other wiring; or

(v) Any damage caused by anything done or omitted to be done by any tenants of the Landlord; or

(vi) Any damage to or loss of any property left in or on the Rented Premises subsequent to the Tenant giving up possession of the Rented Premises 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

(vii) 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.

Initial(s)

ISSUES ABOUT  
DAMAGE TO  
PROPERTY

43. 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 agrees to notify the Landlord on the next business day, in writing, of such damage, destruction or disposition and to provide written particulars of same, including the alleged cause. The Tenant further agrees not to dispose of, repair or replace any such property 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.**

Initial(s)

ISSUES ABOUT  
INTERFERENCE  
WITH TENANT'S  
USE OR  
ENJOYMENT;  
OR  
HARASSMENT

44. In the event the Tenant believes the Landlord, its employees or agents are engaging in harassment of the Tenant or in activities, including construction activities, which interfere with the tenant's reasonable use and enjoyment of the Rented Premises or residential complex, the Tenant shall, within 2 business days of such alleged interference or harassment **notify the Landlord, in writing** of the nature of the activity and the impact of the activity on the Tenant or members of the Tenant's household. Upon giving the Landlord such notice, the Tenant shall allow the Landlord a reasonable amount of time, and in no case less than ten days, to investigate and respond to such issues raised by the Tenant in such notice. The Tenant agrees that no compensation or damages shall be sought by the Tenant before any Court or Tribunal in the event of a failure by the Tenant to give the Landlord notice in accordance with this section.

IF PREMISES  
RENDERED  
UNFIT

45. Except where the Rented Premises are 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 rent for the Rented 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.

INSURANCE

46. **The Tenant shall, during the entire period of this tenancy and any renewal thereof, at his sole cost and expense, obtain and keep in full**

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"On the road to success, you can be sure of one thing... there is never a crowd on the extra mile"

**force and effect, fire and property damage and public liability insurance in the amount of \$1,000,000.00. The Tenant agrees to provide to the Landlord, prior to occupancy** and from time to time, **proof that all such insurance is in effect** and to notify the Landlord in writing if such insurance is cancelled or otherwise terminated. The Tenant hereby agrees that possession of the Rented Premises at the commencement of the Tenancy may be withheld by the Landlord if the Tenant fails to provide proof of insurance prior to occupancy of said Rented Premises.

\_\_\_\_\_  
Initial(s)

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 the property arising from any occurrence in the Rented Premises, 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 Rented Premises or the building by the Tenant.

RENTAL APPLICATION

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

\_\_\_\_\_  
Initial(s)

GUARANTOR'S LIABILITY

48. In consideration of the execution and delivery of this Tenancy Agreement by the Landlord, the Guarantor, as principal debtor, agrees to execute an agreement made collateral to this Tenancy Agreement which, upon execution by the Guarantor and the Landlord, shall be deemed to constitute a part of and be incorporated into this Tenancy Agreement with the Guarantor deemed to be a party to this Tenancy Agreement. The Guarantor further agrees that liability under the guarantee shall continue until such time as this Tenancy Agreement is terminated 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 Tenancy Agreement.

\_\_\_\_\_  
Guarantor Initial OBLIGATIONS ARE JOINT AND SEVERAL

49. Everything contained in this Tenancy Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of each party hereto. The provisions hereof 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.

NOTICES TO TENANT AND SPOUSE

50. Any Notice given by the Landlord to the Tenant pursuant to the RTA shall be binding on all Tenants of the Rented Premises and on the spouse of any Tenant where such spouse seeks or obtains "Tenant" status under the RTA and the Tenant hereby agrees to forthwith give a copy of such Notice to all other Tenants and to any occupant of the Rented Premises to whom the Tenant is married or in a conjugal relationship with.

USE OF PERSONAL INFORMATION AND PRIVACY ISSUES

51. The Tenant hereby grants permission to the Landlord to record and use personal information about the Tenant obtained during the course of the tenancy herein for the purposes of:  
1. enforcing any term of this Agreement, including collection of moneys owed to the Landlord;  
2. obtaining a Consumer Report in the event the Tenant is in arrears of rent, in breach of this Agreement, or wishes to renew this agreement; and,  
3. transferring such information to a database of tenant information to be made available to the Landlord or its agents.

\_\_\_\_\_  
Initial(s)

ENTIRE AGREEMENT

52. The Tenant acknowledges that, prior to signing this Tenancy Agreement, the Tenant has read this Tenancy Agreement and consents to the terms, covenants, conditions and provisions herein. This Tenancy Agreement and the Rental Application constitutes the entire agreement between the parties hereto 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 hereof not contained herein. This Agreement may not be amended or modified in any respect except by written instrument.

\_\_\_\_\_  
Initial(s)

IN WITNESS WHEREOF the parties hereto have executed these presents:

Per: \_\_\_\_\_ (Landlord)

\_\_\_\_\_  
(Witness)

Per: \_\_\_\_\_ (Tenant)

\_\_\_\_\_  
(Witness)

Per: \_\_\_\_\_ (Tenant)

\_\_\_\_\_  
(Witness)

Per: \_\_\_\_\_ (Guarantor)