

Residential Tenancy Agreement (Ontario)

This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. THIS LEASE (the "Lease") dated this _____ day of _____, 20_____.

BETWEEN :

(hereafter referred to as the "Tenant(s)")

OF THE FIRST PART

- AND -

67 APACHE RESIDENCE C/O KRISTIAN KURNADI of 8 Pemberton Avenue, North York, Ontario,
M2M 4K8

(hereafter referred to as the "Landlord")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows :

Leased Premises | Policy & Agreement

Term

1. The term of this Lease contract shall be as follows :

[] month-to-month term tenancy which shall begin on

[] fixed term tenancy which shall begin on

and end on

Minimum Lease term for **a room/an apartment** is two months.

Rent

2. The rent shall be \$XXXX.00 per month for [Room A/Master | Room B | Room C | Room D | 2-Bedroom Apartment Unit | Room A - Apartment | Room B - Apartment], and shall be payable between 1st day and 7th day of each month by bank transfer, you will receive email notification at the start of every month from management office to request for bank deposit, there is instruction in the email message on how to make deposit. The lease for first and last month shall be payable before the move-in date. **Room/Apartment unit** lease regular monthly payment will begin on second month onward, payment for last month is not required.

3. There will be [1/2/3] person(s) occupying the [Room A/Master | Room B | Room C | Room D | 2-Bedroom Apartment Unit | Room A - Apartment | Room B - Apartment] at the rental premises and the name(s) is as follows :

- 1 -
- 2 -
- 3 -

4. Subject to the provisions of this Lease, apart from the Tenant and the exception for casual guests, no other person is permitted to live at the premises without prior written consent of the Landlord.

Utilities & Other Charges

5. (a) Utilities will be paid by the parties as indicated below :

	Landlord	Tenant		Landlord	Tenant
Electricity	[X]	[]	Garbage Removal	[X]	[]
Gas	[X]	[]			
Water	[X]	[]	Other(s) (specify) :		
Telephone	[]	[X]		[]	[]
Cable Television	[]	[X]		[]	[]
Internet	[]	[X]			

(b) Appliances will be supplied and maintained in working order as indicated below :

	Landlord	Tenant		Landlord	Tenant
Electricity	[X]	[]	Garbage Removal	[X]	[]
Stove	[X]	[]	Furnace	[X]	[]
Refrigerator	[X]	[]	Water Heater	[X]	[]
Washer	[X]	[]			
Dryer	[X]	[]	Other(s) (specify) :	[]	[]

6. The Tenant may not bring into the leased unit or to the rental premises any type of electrical or gas appliance without the Landlord's written permission, and shall not use any electrical or gas appliance in his/her unit or at the premises other than that provided by the Landlord as set out above. These types of appliance which may not be used in the complex include but are not limited to air conditioning machines, hot plates, laundry machines including both washers and dryers, fridges, dishwashers, heating lamps and lights or other heating equipment as well as audio/video player.

Additional Terms & Conditions

7. The Landlord agrees to rent to the Tenant : [] a room | [] an apartment in a house municipally described as 67 Apache Trail, North York, Ontario, M2H 2H7, (the 'Premises') for use as residential premises only. Neither the premises nor any part of the premises will be used at any time during the contract of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.

8. The Landlord shall provide the premises in a good state of repair and acceptable for habitation.

9. The Tenant hereby accepts the rented unit and the premises as is in their present living condition, and acknowledges that as the date of this Lease, they are in a good state of repair and acceptable for habitation, and that the Landlord is not required to perform any renovation or improvement work of

any kind at the premises, including but without limitation, any painting or decorating. The Tenant agrees to keep the unit in a similar state and quality of cleanliness throughout the said tenancy term until the last day of the tenancy term, and all unwanted or waste items in the unit must be disposed by the Tenant before the unit is vacated. The Tenant is given a time period of 14 days within the first month of the tenancy to end his/her Lease contract and shall receive a full refund of the first and last month if Tenant is not satisfied with the present living condition of the leased unit and/or the premises.

10. The Tenant has an independent obligation to maintain ordinary cleanliness for his/her leased unit and common areas of the premises (kitchen, washroom, corridor and living room) at all times and be responsible for repair cost of any damage(s) caused thereto by his/her willful or negligent conduct or that of other occupants of the premises, or persons permitted at the premises or in the unit by him/her. The Tenant further complies not to alternate or decorate the unit without the Landlord's approval. For exterior maintenance during Winter season on parking area and walkway related to snow removal, the Tenant is also urged to clean snow/ice on a voluntary basis whenever necessary to ensure safe access and driving convenience.

11. The Tenant agrees and acknowledges that the premises have been designated as a smoke-free living environment. The Tenant and members of Tenant's household which include relatives, guests are prohibited to smoke anywhere at the premises.

12. Tenant consents not to assign or sublet the rented unit without the Landlord's written permission.

13. On condition of this Lease, the Tenant is entitled to the exclusive use of parking spaces on the premises of which the parking permission is subject to availability of the parking spot. Only up to 3 motor vehicles per entire household of the student residence are allowed to occupy the driveway, and only 1 motor vehicle per each Tenant is permitted for parking spot registration.

14. In the event of a breakdown of electrical or mechanical, heating, and hot water systems, the Landlord will not be liable for damages or personal discomfort and Tenant has no right for a rent deduction, but the Landlord will carry out repair with reasonable diligence.

15. No pets or animals (including fish) shall be allowed to be kept at or about the premises, or in the unit at any time.

16. Tenant shall be responsible for obtaining insurance for his/her personal contents upon his/her discretion and under no circumstances shall the Landlord be responsible for the loss or damages of Tenant's personal contents.

17. Tenant has been advised to obtain his/her own tenant fire insurance package that includes the liability coverage for himself or herself.

18. The Tenant shall properly dispose of garbage in accordance with the rules set out by municipal or provincial authorities as may now exist and which may change from time to time, including any waste diversion, reduction or recycling programs. The Tenant agrees to place their garbage in the appropriate place for pickup, at the appropriate times depending on the collection schedule.

19. Tenant agrees not to do any cooking (including any burning scented candles) inside the rented unit.

20. The Landlord may enter the premises at any time to carry out repairs, general inspection/maintenance, to allow a potential purchaser, insurer or mortgagee to view the premises, to show the room(s) or the apartment to prospective students, realtors and their clients.

21. In the event the Landlord or the Tenant wishes to terminate this agreement prior to expiration of Lease contract due to any reason related or unrelated to this agreement, each must provide the other party a two-week (for month-to-month term) or a two-month (for fixed term with lease period of more than two months) notice at the least of their request.

22. In the event the Tenant wishes to end his/her fixed term tenancy agreement BEFORE the signed Lease term expires, the Tenant agrees to pay the Landlord, a penalty equivalent to a one-month rent.

23. The Tenant shall indemnify and save, the Landlord and its agents, harmless against any and all claims, actions, damages, losses, liabilities, costs and expenses in connection with the loss of life, personal injury or damage to property arising from or out of the occupancy or use by the Tenant or any other occupant of the premises or occasioned wholly or in part by any act or omission of the Tenant, its invitees, licensees or anyone permitted or authorized by the Tenant to be at or about the premises or arising out of any breach or non-performance by the Tenant of any provision of this Lease.

24. It is hereby confirmed that the Tenant acknowledges he/she has fully read and understood, and in accord with the rules and regulations stipulated in this Residential Lease agreement. The Tenant further ratifies signing this Rental agreement with his/her full awareness and clear conscience.

Disposition By The Landlord

25. If the Landlord transfers the premises, the Landlord shall without further agreement be freed and relieved of liability with respect to its covenants and obligations under this Lease. Any subsequent purchaser will purchase the premises subject to the assumption of the Lease by the purchaser as provided under the *Tenant Protection Act*, the *Residential Tenancy Act* or any successor legislation.

Special Appointment

26. The following person is authorized to act on behalf of the Landlord and is specifically authorized to accept notices of the Tenant's complaints and to accept any service of legal process or notice. (Complete it if different from Landlord.)

(Name)

(Address)

THIS DOCUMENT is intended to be a complete record of the Rental agreement. Both parties are to have a complete copy of this agreement. All promises and agreements must be included herein in writing to be binding.

Landlord or Landlord's Agent

Witness

Tenant(s)

Date

Date
