

TENANCY AGREEMENT

Dated the _____ day of _____, _____

BETWEEN (Landlord): 1639927 Ontario Inc.

Landlord's Address: 866 Munich Circle On, N2V 2N5 Waterloo

Phone numbers: (519) 803-4751 or (519) 885-9451

Fax Number: (519) 886 - 6497

E-mail address: bkrents@outlook.com

Website: www.bkrents.ca

NOTE: This is legal name and address of the Landlord to be used for the purpose of giving notices or other documents.

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. Landlord shall accept and/or recognize as official way of communication written notices to the above address only.

AND: _____ (Tenant) AND: _____ (Guarantor(s))
(TENANT PRINT) (GUARANTOR PRINT)

TENANT'S CONTACT INFORMATION (mandatory): Provide correct both contact information below in case Tenant needs to be contacted by the Landlord at any time.

Tenant: Cell# _____ Home phone# _____ Email address _____

STUDIES:

Tenant: University –WLU ☐ At the start of this Agreement I will be
UofW ☐ in my 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th ☐ year of studies

1.RENTED PREMISES The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord
333 Lester Street Waterloo, On N2L 3W6
(UNITNo.) _____ (Room No.) _____

2. COVENANS *The Tenant agrees to abide by the covenants, agreements and all provisions of this Agreement. It is agreed that the landlord shall be entitled to enforce the provision 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 covenants, agreements or provisions of this Agreement by the Tenant*

3. TERM *The Tenant shall occupy the Rented Premises, subject to the present Tenant vacating, for a term beginning on the:*
01 day of _____ and ending on the 29 day of _____ subject to the terms of this Agreement.

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 the commencement of the term shall not 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 occupies the Rented Premises.

4.RENT (a) The Tenant agrees to pay to the Landlord as directed by the Landlord:

Total Monthly Rental payable in advance:\$ _____

Rental cheques are payable to: 1639927 Ontario 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.

4. (b) (i) The amounts listed in 4(a) include a Prompt Payment Discount of 2% discount when rent is paid no later of the 1st. of each month.
 4. (b) (ii) The Tenant hereby grants permission to the Landlord to record and use information about the Tenant obtained during the course of the tenancy for the purposes of enforcing any term of this Tenancy Agreement and to obtain a Consumer Report in the event the Tenant is in arrears of rent or wishes to renew this Tenancy Agreement.

4. (iii) If the Monthly Rental is paid by cheque and the cheque is not honored at the bank upon which it is drawn, the Tenant shall pay to the Landlord, in respect of the dishonored cheque, the sum of \$30 as a service and administrative charges for each such cheque in addition to the aforementioned Monthly Rental.

4. (c) The Tenant agrees to deposit the sum of _____ with the Landlord an additional amount as prepaid rent to be applied toward payment of the rent for the last rent period of the tenancy.

4.(d)The tenant agrees to deposit the sum of _____key deposit to the Landlord, as insurance for the return of the key from the Rented Premises, which shall be reimbursed to the Tenant upon the termination of the lease if the key is returned.

4(e)It is further agreed between the parties that the rent chargeable pursuant to this Agreement and any statutory or other renewals thereof has negotiated taking into account a reduction to allow for any future disruptions or inconvenience the tenant may experience as a consequences of the Landlord carrying out is statutory obligations pursuant to the R.T.A. or any other provincial, federal or municipal legislation and therefore the Tenant shall not seek damages or any abatement of rent in such circumstances.

5.UTILITIES

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

	Specify Yes or No		Specify Yes or No
Electricity	<u>YES</u>	Hot Water Heater Rental and/or Maintenance	<u>NO</u>
Gas	<u>NO</u>	Cablevision	<u>YES</u>
Water/Sewage	<u>NO</u>	Telephone	<u>YES</u>
Heat	<u>NO</u>	Other (Specify) <u>Internet</u>	<u>YES / NO</u>

. 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 services, 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.

6.USE

(i) The Tenant agree 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 us the operation of babysitting or childcare services, or the operation of any other business or commercial use.8

7 .REPAIRS

In the event of a breakdown of the electrical or mechanical systems, water/snow inside the Rented Premises or any other failure/problems that may occur, the Landlord shall not be liable for damages or personal discomfort; however, the Landlord shall carry out repairs with reasonable diligence.

8.CARE OF RENTED PREMISES

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 wilful or negligent conduct of the Tenant, other occupants of the Rented Premises or persons who are permitted in the residential complex by the Tenant. The Tenant shall not make any alteration to, or decorate the Rented Premises , without the Landlord's prior written approval and shall, upon termination of the tenancy, remove any alterations and decorating and restore the Rented Premises to the same condition as it was in on the date of the commencement of this Tenancy Agreement, reasonable wear and tear expected.

9.MAINTENANCE

The Tenant covenants to advise the Landlord, in writing or calling of any repairs or maintenance required to be done by the Landlord.

10.RIGHT OF ENTRY

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 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 enjoyment of the Rented Premises.

11.RULES AND REGULATIONS

(A) PARKING

In order to secure a parking spot, you must fill out and sign Parking agreement form. Parking is available on a first-come first-served basis.

(B)FIRE

(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)The tenant shall not remove any devices, such as smoke detector, heat detector, carbon monoxide, or any other devices related to fire alarm system

(iii) Barbecuing on balconies or making of fires shall not be permitted in or about the Rented Premises.

(iiii)If fire occurs due to negligence of any tenant/subtenant/guest of tenants or subtenants which would render the unit uninhabitable the Landlord would not be required to provide alternate accommodation for tenant and Tenant would be required to pay for damages and also continue fulfilling all terms of the lease.

(C) NOISE

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.

(D)ACCESS

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

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

(E) PAINTING AND ALTERATION

(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.

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

(iii) Spikes, hooks, screws, nails or stick-on hangers shall not be put into or upon any woodwork of the Rented Premises.

(F) SHADES AND BALCONIES

(i) No awnings, shades, flower boxes, aerials, satellite dishes, or other items shall be erected over or places outside windows, doors, balconies or inside patios. 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, or other similar items which, in the sole opinion of the Landlord are detrimental to the appearance of the building.

(G) SIGNS

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

(H) PETS

(i) The Tenant shall not permit a dog, 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 wherein 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.

(ii) The Tenant hereby accepts liability for any and all claims and actions initiated by the Landlord, another tenant, a future 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 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.

(I) VERMIN

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 anyone designated for the purpose of treating the Rented Premises for pest control purposes.

(J) GARBAGE

All garbage shall be wrapped in plastic or disposable garbage bags and tied and stores if required and places in the areas directed by the Landlord Garbage/recycling day is _____.

(K) LAUNDRY ROOMS

The use of the washing machines and the 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.

(L) APPLIANCES

The Tenant shall properly care for all appliances supplied by the landlord and notify the Landlord in writing if such appliances require repair.

(M) LOCKS

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. 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 \$40 service charge payable to the Landlord if the Landlord agrees to unlock the Premises.

(N) AMENDMENTS

The tenants covenants and agrees to comply with each of the rules and regulations herein and, upon notice, and any additions or amendments thereto.

12. ASSIGNMENT OR SUBLETING

The Tenant covenants not to sublet the Rented Premises without first requesting, in writing, and obtaining the Landlord's written consent to sublet to the prospective tenant. Where the tenancy is monthly, the Tenant shall not sublet the rented premises for a term greater than the remaining days in the month when the sublet takes effect. Where the tenancy is for the fixed term, the Tenant shall not sublet the Rented Premises for a term which ends after the fixed term. The Tenant and Sub-Tenant shall complete documentation, reasonably required by the Landlord in respect of the sublet prior to commencement of the sub-tenancy. In all cases, no consent to a sublet shall be granted by the Landlord unless the Tenant first provides to the Landlord a copy of an executed written sub-tenancy agreement specifying the date of termination of the sub-tenancy and specifying that the sub-tenancy agreement shall not be amended by the parties without first obtaining the write consent of the Landlord thereto, which consent may be unreasonable withheld.

13. ABANDONMENT OF PREMISES BY TENANT

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-enter the Rented Premises. The Rented Premises shall not be deemed to have been vacated or abandoned if an inspection reveals Rented Premises to be substantially barren of the Tenant's furnishing and/or pursuant to a Court or Tribunal 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.

14. LIABILITY

14) 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 Tenant's family, his agents or guests, or any other person who may be upon the Rented Premises or the premises of the Landlord; or

(ii) any loss of or damage or injury to any property including cars and contents thereof belonging to the Tenant or to any member of this Tenant's 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 the premises of the Landlord or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter; or

(iv) any damage caused by 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 or the premises of the Landlord 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 but not limited to the following: severe storm, lightning, flood, wind, infestation of vermin or insects, etc

15. TERMINATION OF TENANCY AT END OF TERM

15)(a) **IF EITHER THE TENANT OR THE LANDLORD DESIRES TO TERMINATE THE TENANCY AT THE END OF THE TERM OF THIS AGREEMENT, HE SHALL GIVE WRITTEN NOTICE AS PER SECTION 3 OF THIS AGREEMENT.**

(b) A valid notice of Termination of tenancy given by the Tenant shall be irrevocable upon receipt by the Landlord and shall not be withdrawn, rescinded or amended by the tenant without the express written consent of the Landlord.

(c) If either party has give notice of Termination of this Agreement or if the parties have agreed that the tenancy will be terminated, the Rented Premises may be shown to prospective tenants in accordance with the provision of RTA. Should the Tenant effectively deny the Landlord entry

rights under the RTA or this Agreement, the Tenant shall compensate the Landlord for any damages he may experience including but not limited to lost rent...

(d) In the event the Tenant is required by law to vacate the Rented Premises on or before a certain date and the Landlord enters into a Tenancy Agreement with a third party to rent the premises for a term commencing immediately after such date and if the Tenant fails to vacate the Rented Premises on or before such date thereby causing the Landlord to be liable to such third party, the Tenant shall (in addition to all other liability to the Landlord for such over holding) indemnify the Landlord for all damages suffered thereby, including without limiting the generality of the foregoing, for all legal costs incurred by the Landlord on an solicitor and-client basis and for damages incurred by the incoming tenant in respect of such over holding.

(e) The Tenant agrees to vacate the Rented Premises by 1 o'clock p.m. on the final day of this Tenancy Agreement or any renewal thereof.

(f) After service of Notice of Termination, the Tenant shall arrange with the Landlord or his agent to complete an "Outgoing Inspection Report", which shall be signed by both parties. Failure to complete an "Outgoing Inspection Report" will be deemed acceptance by the Tenant of the Landlord's copy of same.

(g) Upon termination of the tenancy, the Tenant shall give vacant possession and deliver all keys of the Rented Premises to the Landlord. Failure to comply with this provision shall render the Tenant liable to an administration charge in addition to any other liability imposed upon the Tenant by this Agreement or by law.

(h) The premises shall be left fit for immediate occupation by the new Tenant, clean, undamaged, and with all furniture and refuse removed. Without limiting the generality of the foregoing, the Tenant shall:

16. INSURANCE 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 force and effect, fire and property damage and public liability insurance in an amount equal to that which the Landlord, acting reasonably, considers adequate. The Tenant agrees to provide to the Landlord, upon demand at any 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 expressly agrees to indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to 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.

17. SEVERABILITY If any term, covenant, condition or provision of this Tenancy Agreement or the application thereof to any person or circumstances to any extent is held invalid or unenforceable, the remainder of this Agreement, or the application of the term, covenant, condition or provision of this Agreement shall be valid and enforced to the fullest extent of the law.

18. RENTAL APPLICATION 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 herein, and agrees that any misstatement or omission in the said Rental Application constitutes a material misrepresentation rendering this Tenancy Agreement voidable as the option of the Landlord.

19. GUARANTOR'S LIABILITY 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.

20. OBLIGATIONS ARE JOINT AND SEVERAL Everything contained in this Tenancy Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted 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.

21. ENTIRE AGREEMENT 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.

☐ By clicking this box, I certify that I am the authorized individual with signing power/authority to enter into an agreement and all information provided in this document is true and answered to the best of my current knowledge.

IN WITNESS WHERE OF the parties here to have executed these presents:

Per: _____ (Tenant)
(Tenant Sign)

1639927 Ontario Inc. (Landlord)

Per: _____ (Guarantor sign)
(Guarantor sign)

Authorized Signing Officer

(I have authority to bind the Corporation)

RECEIPT OF TENANCY AGREEMENT:

I/We hereby acknowledge receipt of a fully executed copy of this Tenancy Agreement this _____ day of _____,

I have authority to accept a copy of this Tenancy Agreement on behalf of myself and all Tenants and Guarantors named herein:

Per: _____ (Tenant)
(Tenant Print) (Tenant Sign)