

# Rental Lease Agreement

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**BETWEEN: TRASS PROPERTIES LIMITED (Landlord) / Off-Campus Rez (Agent for TPL)**  
**181 Lester Street, Waterloo, Ontario N2L 3W3**  
**Office: (519) 884-8819 E-mail: [myrez@offcampusrez.com](mailto:myrez@offcampusrez.com)**  
*(From this point forward known as TPL)*

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

## TENANT & GUARANTOR:

### TENANT INFORMATION

Name:	_____	E-mail:	_____
Home Phone Number:	( ) -	Cell Phone Number:	( ) -
Date of Birth (dd/mm/yyyy):	/ /	Drivers Licence:	_____
Home Address:	_____	City:	_____ Province: _____
Postal Code:	-	Country:	_____ (if not in Canada)
Institution Attending (circle one):	UW WLU OTHER	Program:	_____
Co-op (circle one):	YES NO	School Year:	_____
Student ID:	_____	Gender:	Female <input type="checkbox"/> Male <input type="checkbox"/>

### GUARANTOR INFORMATION

Name:	_____	E-mail:	_____
Work Phone Number:	( ) -	Cell Phone Number:	( ) -
Home Phone Number:	( ) -	<i>(if different than Home Phone Number under Tenant)</i>	
Drivers Licence:	_____		
Work Address:	_____	City:	_____ Province: _____
Postal Code:	-	Country:	_____ (if not in Canada)

### Emergency Contact *(if different than Guarantor)*

Name:	_____	E-mail:	_____
Work Phone Number:	( ) -	Cell Phone Number:	( ) -
Home Phone Number:	( ) -	<i>(if different than Home Phone Number under Tenant)</i>	

## RENTED PREMISES

TPL agrees to rent to the Tenant and the Tenant agrees to rent from TPL:

		<b>181 LESTER STREET</b>	<b>WATERLOO</b>	<b>ONTARIO</b>	<b>N2L 3W3</b>	<b>myREZ on Lester</b>
Suite #	Room #	Address	City	Province	Postal Code	Building

hereinafter referred to as the Rented Premises.

Initials:	Tenant	Guarantor	Landlord
	_____	_____	_____

## COVENANTS

The Tenant agrees to abide by the covenants, agreements, and all provisions of this Agreement. The Tenant acknowledges receipt of a copy of this agreement and the following addendums either in electronic form or as a hard copy:

ADDENDUM A - Lease Agreement Details  
 ADDENDUM C - Damage/Other Charges and Deposits  
 ADDENDUM E – Incoming – Outgoing Inspection

ADDENDUM B - Furniture and Appliance Details  
 ADDENDUM D – Rules and Regulations

## Lease Term

The Tenant shall occupy the Rented Premises, subject to the present tenant vacating, for a term:

**Beginning Date:** 1<sup>st</sup> day of September, [redacted] at 2:00 p.m.  
**Ending Date:** 25<sup>th</sup> day of August, [redacted] at 2:00 p.m.

The Rent has already been reduced to compensate for the short month of August. This agreement shall be enforceable against all Tenants named as such herein, regardless of whether such Tenant actually occupies the Rented Premises.

	Year		Year
<b>The tenant may, up to December 15th of</b>		<b>give written notice to terminate the Tenancy as of August 25th of</b>	

## Rental Fees

<b>Basic Room Rent</b>		<b>/month</b>	<i>applicable</i>
<b>Utilities Package</b>	<b>\$80</b>	<b>/month</b>	<i>applicable</i>
<i>includes:</i>	<i>water - average use/year/tenant</i>	<i>108 m<sup>3</sup></i>	
	<i>gas - average use/year/tenant</i>	<i>395 m<sup>3</sup></i>	
	<i>hydro - average use/year/tenant</i>	<i>1,680 kWh</i>	
	<i>internet - wifi</i>		
	<i>cable - living room only (rooms is optional)</i>		
<b>FOB Deposit</b>	<b>\$200</b>	<b>at signing of lease</b>	<i>applicable</i>
<b>Furniture &amp; Other Deposit</b>	<b>\$150</b>	<b>at signing of lease</b>	<i>applicable</i>

## Rental of Parking Spot, Bicycle and Locker Storage

Arrangements can be made directly with Management Office as all fees are paid in advance.

Initials:	Tenant	Guarantor	Landlord
	_____	_____	_____

## Your Summary of Rental Charges

<b>At Signing of Lease Agreement</b>	
<i>first month's rent:</i>	
<i>first month's Utility Package:</i>	
<i>FOB deposit:</i>	
<i>Furniture &amp; Other deposit:</i>	
<b>TOTAL DUE AT SIGNING OF LEASE</b>	

<b>Total Monthly Charges (begin September 1st)</b>	
<i>basic room rent:</i>	
<i>Utilities Package:</i>	
<b>TOTAL MONTHLY CHARGES DUE</b>	

\* Last month's rent to be paid on the first day of your lease agreement

\* Deposits are refundable on termination of Lease Agreement and return of all keys, TV remote control and verification that all furniture is not damaged

\* Rent specified includes a 4% discount when rent is paid no later than the 1<sup>st</sup> of each month

The Tenant has agreed to pay the total monthly charges in the following manner:

- Pre-Authorized Withdrawal
- Post Dated Cheques

## Guarantor

Guarantor hereby agrees and acknowledges that he/she will, in return for granting the within Tenancy Agreement to the Tenant, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, act as Guarantor and unconditionally guarantee all the obligations of the Tenant of this lease, and accordingly covenant with TPL that all covenants, agreements and other obligations of the Tenant herein shall be fully performed. The Guarantor shall make payment to TPL of any amount properly payable by the Tenant to TPL but unpaid upon demand, and shall upon demand perform any other obligations under this Agreement, sublease or any other dealings therewith by the Tenant, whether with or without the consent of TPL.

This Guarantee shall endure until all the liabilities and obligations of the Tenant under the terms of this Agreement have been complete, either by the Tenant or the Guarantor. When this guarantee and the liability of the Guarantor have terminated, TPL shall upon request of the Guarantor deliver to them an instrument of discharge confirming the termination of the Guarantor's liability hereunder.

## 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, addendums and provisions herein. This Tenancy Agreement constitutes the entire agreement between 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.

	<b>Tenant</b>	<b>Guarantor</b>	<b>Landlord</b>
<b>Initials:</b>	_____	_____	_____

IN WITNESS WHEREOF the parties hereto have executed these presents:

**Landlord or Agent**

\_\_\_\_\_  
Sign Name of Landlord or Agent Here

OFF-CAMPUS REZ  
\_\_\_\_\_  
Print Name of Landlord or Agent Here

**Tenant**

\_\_\_\_\_  
Sign Name of Tenant Here

\_\_\_\_\_  
Print Name of Tenant Here

**Guarantor**

\_\_\_\_\_  
Sign Name of Guarantor Here

\_\_\_\_\_  
Print Name of Guarantor Here

	<b>Tenant</b>	<b>Guarantor</b>	<b>Landlord</b>
<b>Initials:</b>	_____	_____	_____

## ADDENDUM A Lease Agreement Details

### RENTAL PAYMENTS

- (a) Rental cheques are payable to **TRASS PROPERTIES LIMITED**.
- (b) If POST-DATED cheques are to be provided, the tenant agrees to supply them to TPL before being granted entry to the premises. All POST-DATED cheques (12 in total) **are required at the signing of the lease**. First month's rent must be dated to coincide with the lease agreement date, last month's rent dated for the first day of the lease start and all other cheques (10 in total) to be dated successively starting with the first day of the second month of the lease start. If the Tenant stays on for a further 12-month term, post-dated cheques are then required for the 12-month period. Otherwise, the **Tenant** will have to fill-out and sign the Pre-Authorized Withdrawal form.
- (c) (i) Rent is required at TPL's or Agent's office on or before the date the rent is due. Where rent is paid after the due date and within the first five days of the month the Tenant shall pay the sum of the Total Monthly Rent, divided by 0.96.  
(ii) Arrears of rent shall bear interest at the rate of 2% per month compounded monthly calculated from the date following the date upon which the rent is due until paid and such interest shall be deemed as rent hereunder.  
(iii) The Tenant hereby grants permission to TPL 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.
- (d) (i) All payments of arrears are to be made by money order or certified cheque only, unless otherwise directed by TPL. Acceptance or other forms of payment from time to time by TPL, 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 TPL, in respect of the dishonoured cheque, the corresponding charge noted in Addendum C - Damage/Other Charges as a service and administrative charge for each cheque in addition to the aforementioned Monthly Rental.
- (e) The Tenant agrees to deposit with TPL the equivalent of a month's rent or Total Monthly Rent (**last month's rent**) 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 rent increase, 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 TPL of interest due upon signing of the lease. All keys must be returned to recover the refundable key deposit. The refund will therefore occur not prior to the last day of the Tenancy.
- (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 TPL carrying out its statutory obligations pursuant to the Residential Tenancies Act (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.

### DELIVERY OF POSSESSION

In the event TPL is unable to give possession of the Rented Premises on the commencement of the term for any reason, including, but not limited to an over holding tenant, TPL shall not be subject to any liability to the Tenant or occupants and shall give possession as soon as TPL is able to do so. Failure to give possession on the date of commencement of the term shall not in any way affect the validity of this Tenancy Agreement. However, the rent payable under this lease will be adjusted so that the Tenant will only be responsible for rent from the date possession the Rented Premises is delivered to the Tenant. The original Expiry Date of the term of the Lease will not be extended but if the Rented Premises is not delivered to the Tenant within 30 days from the Beginning Date, either the Tenant, Landlord or Agent may terminate this Lease by giving the other notice via e-mail. If the Tenant occupies the Rented Premises it shall be conclusive evidence that the Tenant is satisfied with the physical condition of the Rented Premises. This agreement shall be enforceable against all Tenants named as such herein, regardless of whether such Tenant actually occupies the Rented Premises.

### CONDITION OF PREMISES

On move-in day the Tenant agrees to fill out an "Incoming Inspection" report noting any defects and or deficiencies in the condition of the Rented Premises and undertakes to notify TPL, via e-mail, within seven (7) days of the commencement of the terms of this Agreement of any major repairs and or deficiencies not addressed/missed in the "Incoming Inspection" report. The Tenant agrees that there is no promise, representation or undertaking by or binding upon TPL, with respect to any alteration, remodeling, decorating 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 TPL thereafter, reasonable wear and tear excepted. On termination of the this Lease Agreement or the Tenant vacating the Rented Premises an "Outgoing Inspection" report will be conducted and the Tenant will reimburse TPL for any damage to the Rented Premises beyond wear and tear.

	Tenant	Guarantor	Landlord
Initials:	_____	_____	_____

## REPAIRS

In the event of a breakdown of the electrical or mechanical systems, TPL shall not be liable for damages or personal discomfort; however, TPL shall carry out repairs with reasonable diligence. If a tenant hires a service person without the consent of TPL, the bill of service will be the responsibility of the Tenant.

## 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 willful 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 also be responsible for replacing all light bulbs and unclogging of toilets. Should a plumber be required to unclog the toilet(s) and it is found to be the Tenant's fault, the charge for the plumber will be the Tenant's responsibility. The Tenant shall not make any alterations to, or decorate the Rented Premises, without TPL's prior written approval and shall, upon termination of tenancy, remove any alterations and decorating 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. See ADDENDUM C-Damage/Other Charges for charges that may apply.

## MAINTENANCE

The Tenant covenants to advise TPL, via e-mail, of any repairs or maintenance required to be done by TPL. It is agreed that any request for maintenance or repairs not made via e-mail shall not be the subject of any legal proceeding by the Tenant against TPL in a court of law or before a tribunal of competent jurisdiction. It is further agreed that, upon written notice to TPL of any repairs or maintenance that TPL is required to undertake by law or under this Agreement, Tenants, except in the case of an emergency, shall not call on any person not employed by TPL to effect any repair or maintenance of the Rented Premises.

## RIGHT OF ENTRY

The Tenant agrees that TPL, at TPL's sole discretion, shall be entitled to enter the Rented Premises for the purpose of making monthly or bi-monthly inspections, maintenance, repairs and alterations, including renovations and pest control measures, regardless of whether the tenant believes such inspections, repairs, renovations or measures are necessary, and TPL shall not be treated as a trespasser for the purpose of such entry, furthermore the Tenant agrees that TPL may enter the Rented Premises in the manner of specified under the R.T.A. for the purpose of exercising its rights to show or enter the suite hereunder or under the R.T.A. It is further agreed that TPL'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. The Tenant may also consent to entry prior to any 24 hour notice given. TPL will make every reasonable effort to give the Tenant notice. All notices from TPL to Tenant will be delivered via e-mail.

## FIRE

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 or fire or increase the rate of fire insurance on the building or contents.

## ACCESS

- (i) The sidewalks, entry, passageways and stairways used in common shall not be obstructed or used for any purpose other than proper access to and from the Rented Premises. Bicycles shall be kept only in areas designated by TPL and shall NOT be allowed inside individual suites and/or public areas of the building not assigned for the purpose of bicycle storage.
- (iii) TPL shall have the right to limit access to the building by delivery services.
- (iv) The tenant covenants and agrees not to damage or remove the shade trees, shrubbery, plants, hedges or any other tree or plant which may be in, upon or about the premises. The Tenant agrees to be responsible for any costs imposed by municipality on TPL as a result of failure to comply with this clause and agrees to pay forthwith any levy imposed.

## 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 TPL.
- (ii) Wallpaper shall not be installed without the prior written consent of TPL.
- (iii) Spikes, hooks, screws, nails, or stick-on hangers shall not be put into or upon any woodwork or drywall of the Rented Premises.

	Tenant	Guarantor	Landlord
Initials:	_____	_____	_____

- (iv) No adhesive products or self-adhesive products shall be used within the Rented Premises, including but not limited to: self-adhesive picture hangers, clothes hooks, refrigerator decorations and bathroom decals.
- (v) See ADDENDUM C- Damage/Other Charges for charges that may apply.

## ELECTRIC LIGHT BULBS

TPL shall furnish electric light bulbs in the fixtures installed by TPL 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.

## UTILITY PACKAGE

The Utility Package includes laundry service within the suite, gas, water, hydro, Internet service and cable. It does not include telephone landlines. This Lease contains averages for gas, water and hydro based on an average use per Tenant per year; any amount over this average will be invoiced to the Tenant at the current market rates. In the event of lawful increases in utility charges, the Tenant shall pay an additional amount to increase the Utility Package fee equal to the corresponding increase.

## SMOKE DETECTORS

The Tenant agrees to immediately notify TPL via e-mail of any damage to or malfunction of any smoke detector supplied by TPL and TPL agrees to service same, provided:

- (ii) If the malfunction is due to the Tenant's removal or tampering or adjustments made thereto or removal thereof by the Tenant or his guests the Tenant shall reimburse TPL for any expenses incurred for replacement or servicing of the equipment.

## WINDOWS AND WINDOW BLINDS

- (i) No awnings, shades, flower boxes, aeriels, satellite dishes, bottles or other items shall be erected over or placed 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) Window blinds where provided by TPL shall not be removed. The Tenant shall not install or permit to be installed over any windows or doors any flags, sheets, towels, metal, bottles or other similar items, which, in the sole opinion of TPL are a detriment to the appearance of the building.

## SIGNS

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

## 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 TPL may enter the premises for the purpose of exterminating any such vermin and any costs thereof shall be payable to TPL by the Tenant. The Tenant hereby further consents to entry of TPL or anyone designated by TPL for the purpose of treating the Rented Premises for pest control purposes.

## GARBAGE

All garbage shall be wrapped in plastic or disposable garbage bags and tied and sorted if required and placed in the areas designated by TPL and at such times which it may designate, all in conformity with Department of 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 TPL.

## DEFECTS

The Tenant shall give TPL 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.

	Tenant	Guarantor	Landlord
Initials:	_____	_____	_____

## LAUNDRY ROOMS

The use of the washing machines and dryers shall be subject to any operating rules, regulations or Notices posted or provided by TPL and no laundry shall be hung in, around or about any portion of the Rented Premises. Water lines to the washer, when possible, shall be shut off when the washer is not in use.

## REPAIRS AND REPLACEMENTS

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 including, without restricting the generality of the foregoing, broken glass, torn screens, damaged light fixtures, plugged toilets, and plugged sink drains as well as all cleaning charges plus an administration charge of 15% of the cleaning costs.

## FURNITURE, APPLIANCES AND TELEVISION

Refer to ADDENDUM B - Furniture and Appliance Details to review all the furniture and appliances being supplied by TPL. The Tenant shall provide their own mattress; waterbeds are not allowed. The Tenant is responsible for maintaining all furniture, appliances and television other than any normal wear and tear and shall pay for any damage as a result of the Tenant's fault according to ADDENDUM C-Damage/Other Charges for charges that may apply. Regular maintenance instructions will be made available on TPL's website.

## REFRIGERATORS

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. The Tenant shall pay for any damage to the refrigerator.

## MOVING

- (i) Household furniture and effects may be removed from the Rented Premises only at such time and in such manner as prescribed by TPL. Arrangements must be made in advance to book the service elevator.
- (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 TPL for any expenses incurred in repairing any damage so caused.

## LOCKS

- (i) The Tenant shall not alter or add to the locking system on any door giving direct entry to the Rented Premises. 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 TPL gives the Tenant a replacement access card.
- (ii) In the event the Tenant or his guest(s) locks himself out of the Rented Premises, TPL 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 TPL if TPL agrees to unlock the Premises.

## GENERAL

- (i) The rules, regulations and posted notices governing the use of any additional services by TPL shall be observed and adhered to. Such services may include, but shall not be limited to, exercise rooms, recreational and game areas, student lounges, business center areas, private conference rooms and similar services that are for the exclusive use of the Tenant.
- (ii) The Tenant shall not violate, or permit or tolerate violation of any Federal, Provincial or Municipal statutes, laws, bi-laws, or regulations of the Condominium Corporation and the said Act.

## AMENDMENTS

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 OR SUBLEASING OF RENTED PREMISES

	Tenant	Guarantor	Landlord
Initials:	_____	_____	_____



The Tenant acknowledges the right of TPL to consent or refuse to consent to the assignment and/or sublease of the Rented Premises. The Tenant covenants not to assign and/or sublease the Rented Premises without first requesting, via e-mail, and receiving written notice of TPL to do so. If TPL consents to an assignment and/or sublease of the Rented Premises, the Tenant shall not assign and/or sublease the Rented Premises to a potential assignee and/or sublet without first requesting, via e-mail, that TPL consent to the assignment and/or sublet of the Rented Premises to the potential assignee and/or sublet and receiving TPL's written consent thereto, which consent will not be arbitrarily or unreasonably refused; however, TPL will charge an administration and processing fee in respect of the expenses associated with the granting of such consent in the amount specified under ADDENDUM C- Damage/Other Charges for charges, per applicant.

## LIABILITY

Landlord or his Agent 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 TPL; 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 Tenant's family or to any other person while such property is on the Rented Premises or the premises of TPL; 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 TPL 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 TPL; or
- (vi) any damage to or loss of any property left in or on the Rented Premises or the premises of TPL 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 TPL, his Agent or any other Tenants of TPL, 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 or vermin or insects etc.

## DAMAGE TO PROPERTY

In the event of damage, destruction or disposition of the Tenant's property, which the Tenant believes has resulted from an act or omission of TPL, Landlord's Agent(s) or Superintendent, the Tenant agrees to notify TPL on the next business day, via e-mail, 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 TPL to inspect it. In addition, where the Tenant proposes to incur expenses which the Tenant believes have resulted from an act of omission of TPL, Landlord's Agent(s) or Superintendent, the Tenant shall first notify TPL of the intention to incur such expenses and shall permit TPL 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.

## IF PREMISES RENDERED UNFIT

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 TPL, the Tenant shall be liable for full payment of rent for the Rented Premises and shall be liable to reimburse and indemnify TPL in respect of payments made or liable to be made by TPL 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 purposed of the Tenant.

## 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, content insurance. TPL shall maintain fire insurance.

## 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 the Agreement, or the application of the term, covenant, condition or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition or provision of this Agreement shall be valid and enforced to the fullest extent of the law.

## INDEMNIFICATION

	Tenant	Guarantor	Landlord
Initials:	_____	_____	_____

The Tenant will indemnify and save harmless TPL, TPL's agents, servants and workman from and against any and all claims, suits, actions, damages, and causes of action arising from injury, loss of life, or damage to property sustained in or upon the Rented Premises.

### **GUARANTOR'S LIABILITY**

In consideration of the execution and delivery of this Tenancy Agreement by TPL, the Guarantor, as principal debtor, agrees to execute an agreement made collateral to this Tenancy Agreement which, upon execution by the Guarantor and TPL, 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 this guarantee shall continue until such time as this Tenancy Agreement is terminated and the Guarantor continues to be liable and bound by the Guarantee during any renewals and extensions, statutory or otherwise, of the term of this Tenancy Agreement.

### **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.

	<b>Tenant</b>	<b>Guarantor</b>	<b>Landlord</b>
<b>Initials:</b>	_____	_____	_____

## ADDENDUM B Furniture and Appliance Details

The following is a list of items that are included within the Rented Premises:

### Bedroom

- Bed frame and headboard
- Night table
- 4-drawer dresser
- Desk with shelf
- Art work on walls
- Blinds on Windows
- Closet organizer
- Quartz window sills

NOTE: mattress and desk chair is not provided (consult Off-Campus Rez on mattresses)

### Living Room

- Faux leather sofa and loveseat
- Coffee table
- End table
- 42" TV (flat screen)
- Art work on walls
- Blinds on Windows
- Quartz window sills

### Kitchen

- Modern and stylish kitchen cabinets
- Quartz countertop and backsplash
- table or overhang countertop for dining
- 5 stools
- Double sink
- Stainless steel oversized refrigerator/freezer
- Stainless steel fan/microwave/convection oven (*great for large size pizza*)
- Cooktop (black glass)

### Bathrooms/Laundry

- Once-piece acrylic shower (*shower curtain provided when you first move in*)
- Vanity with storage capacity
- Stacked washer/dryer units (energy efficient, moisture sensor, etc.)

	Tenant	Guarantor	Landlord
Initials:	_____	_____	_____

## ADDENDUM C

### Damage/Other Charges

Non-Sufficient-Funds (NSF) or Returned Cheque	\$ 50.00	
Lease Reassignment/Sublease	\$ 100.00	
Building/garage access card/FOB replacement	\$ 75.00	
Suite access card replacement	\$ 75.00	
Bedroom code access change request	\$ 75.00	
Mailbox key replacement	\$ 50.00	
Replace missing sink stopper	\$ 50.00	
Oven/microwave cleaning	\$ 85.00	
Fridge cleaning	\$ 85.00	
Cooktop cleaning	\$ 85.00	
Suite cleaning	\$ 350.00	minimum
Damage to furniture, appliances or TV (see separate attached sheet)	\$ 150.00	minimum
Replacement of any missing artwork hanging from walls	\$ 250.00	/item
Removal of adornments from room surfaces (tacks, tape, nails, etc)	\$ 200.00	
Cost of repainting room walls and ceilings	\$ 300.00	minimum
Damage drywall	\$ 250.00	minimum
Damage shower stall repairs	\$ 250.00	minimum
Damage to quartz countertop and/or backsplash	\$ 350.00	minimum
Repairs to laminate flooring	\$ 200.00	minimum
Repairs to ceramic tile	\$ 200.00	minimum
Removal of personal belongings left by tenants after move-out	\$ 300.00	
Missing electric light bulbs at time of move-out	\$ 25.00	minimum
Plumbing repairs (plugged toilets, etc.; if found to be fault of tenant)	\$ 200.00	minimum
Broken floor tiles	\$ 200.00	minimum
Broken door	\$ 250.00	
Broken Suite door	\$ 500.00	
Broken lock	\$ 250.00	
Broken door closure	\$ 250.00	
Broken kitchen/bathroom cabinet door	\$ 150.00	
Broken window/glass	\$ 200.00	minimum
Broken/missing window screen	\$ 95.00	
Broken blind	\$ 150.00	minimum
Broken mirror	\$ 95.00	
Damaged or missing smoke detectors	\$ 225.00	

	Tenant	Guarantor	Landlord
Initials:	_____	_____	_____

## ADDENDUM C

### Replacement Costs

<b>Bedroom</b>	
Bed frame and headboard	\$ 360.00
Night table	\$ 120.00
4-drawer dresser	\$ 410.00
Desk with shelf	\$ 320.00
Art work on walls (/piece)	\$ 105.00
Blinds on windows	\$ 405.00
Closet Organizer	\$ 320.00
Quartz window sills	\$ 160.00
<b>Living Room</b>	
Faux leather sofa	\$ 720.00
Faux leather loveseat	\$ 610.00
Coffee table	\$ 130.00
End table	\$ 105.00
42" TV (flat screen)	\$1,105.00
Art work on walls	\$ 105.00
Blinds on windows	\$ 405.00
<b>Kitchen</b>	
Stools (/piece)	\$ 180.00
Double sink	\$ 240.00
Stainless steel oversized refrigerator/freezer	\$1,560.00
Stainless steel fan/microwave/convection oven ( <i>great for large size pizza</i> )	\$1,080.00
Cooktop (black glass)	\$ 840.00
<b>Bathrooms/Laundry</b>	
Vanity with storage capacity	\$ 560.00
Stacked washer/dryer units (energy efficient, moisture sensor, etc.)	\$2,280.00

minimum

	Tenant	Guarantor	Landlord
Initials:	_____	_____	_____

## ADDENDUM D

### Rules and Regulations

The Tenant agrees to abide by the Rules And Regulations of this Lease Agreement and to perform all covenants herein contained.

1. The Tenant agrees to use the Rented Premises as a residential dwelling and for no other purpose whatsoever
2. 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
3. The Tenant shall not permit the Rental Premises to be occupied by anyone other than the persons listed in this Agreement unless authorized by TPL via e-mail. TPL shall be deemed not to have Notice of such occupancy unless the Tenant complies with this term
4. The Tenant agrees not to permit a sale or auction to be held on the Rented Premises without written consent of TPL
5. The Tenant shall not remove any of the appliances provided nor bring any major appliances into suite without prior written consent from TPL
6. The Tenant shall not use portable electric heaters, hot plates, or portable/window air conditioners
7. No bicycles shall be kept inside individual suites. Bicycles shall be stored in the designated assigned areas
8. The Tenant shall do cleaning of kitchen, bath, bedroom and common suite areas routinely; this is to include weekly cleaning of floors toilets and bathtubs/showers
9. Cooking to be limited to kitchen area only
10. The Tenant is responsible for their own garbage. It is expressly agreed and understood that garbage shall not be stored for long periods of time inside the suite but shall be placed down the garbage chute and/or in the appropriate containers on the designated ground floor garbage room
11. Should a pest control problem such as mice or any other vermin be caused by a result of continually leaving opened food and garbage around the suite, the cost of pest removal will be at the cost of the Tenant(s)
12. The Tenant is responsible for any damage caused by visitors he or she allows on the premises.
- 13. The Tenant shall not keep any pets on the property.**
14. Parking is only allowed to Tenants with a permit issued by TPL and TPL shall have the right to reassign such parking spaces from time to time as TPL, in its sole discretion, may determine. The Tenant shall furnish TPL with such information as it may require to identify the Tenant's automobile and the Tenant shall affix to the vehicle such identification as may be designated by TPL from time to time.
15. TPL shall have no obligation to provide parking as it is only available on a first come first serve basis.
16. TPL accepts no responsibility of vehicle parking fines, loss or damage to vehicles, including contents, for vehicles parked within the premises
- 17. No parking on grass**
18. Any vehicle parked in a location other than the designated parking space, or areas, or should any such automobile remain in the allotted parking space or area for such time that we believe the vehicle has been abandoned; TPL shall be entitled to remove the vehicle from the Property at the vehicle's owner's risk and expense
19. No repairs, cleaning, washing or maintenance to any vehicle shall be carried out on the property
20. The Tenant shall not assign or sublet any parking space without written confirmation from TPL
21. TPL will maintain access to and from the Rented Premises including snow removal from the walkways and sidewalks
22. TPL will be responsible for cutting and maintaining the lawn and any other landscape areas
23. Smoking is prohibited inside the premises and within 10 meters of any entrance to the premises.
24. Tenant to notify in writing of any damage or structure defects, defective fire alarms, fire extinguishers and exit lights. **Tenant agrees to not remove or tamper with any fire alarms or extinguishers**
25. There are no barbeques permitted on balconies or inside the Rented Premises.
26. Tenant agrees to not cause or permit any noise or interferences which are disturbing to the comfort or reasonable enjoyment of others at the Rented Premises
27. Tenant will be provided with shower curtains on move-in date and will be responsible for maintaining same during the term of the lease agreement
28. If fire occurs due to negligence of any Tenant/subtenant/guests of Tenants or subtenants which would render the suite uninhabitable TPL 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
29. Upon the Tenant's termination of this lease agreement, the Tenant shall arrange with TPL 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 TPL's copy of same
30. Upon termination of the tenancy, the Tenant shall give vacant possession and deliver all keys and access cards of the Rented Premises to TPL. Failure to comply with this provision shall render the Tenant liable as per ADDENDUM C- Damage/Other Charges.
31. The premises shall be left fit for immediate occupation by the new Tenant, clean, undamaged, and with all furniture belonging to the Tenant and refuse removed. Without limiting the generality of the foregoing, the Tenant shall:
  - a. leave the Rented Premises, appliances, and appurtenances in the same condition as existed at the commencement of the term and if the condition of the Rented Premises has been improved by TPL following the commencement of the

	Tenant	Guarantor	Landlord
Initials:	_____	_____	_____

- Tenancy Agreement in any manner or for any reason whatsoever, the Tenant shall leave the premises in the said improved condition, reasonable wear and tear excepted;
- b. leave all flooring surfaces, walls, ceilings, windows, doors, and every other part of the Rented Premises in a clean condition and not move heavy furniture over the floors or stairs;
  - c. leave all appliances, furniture and television in a clean condition, and replace any broken, missing or damaged parts before vacating;
  - d. remove all contents belonging to the Tenant and refuse from the Rented Premises and leave any storage areas clean and unlocked;
  - e. should TPL have to clean or treat the Rented Premises as a result of the Tenant's failure to comply with his obligations, the Tenant shall reimburse TPL for all costs incurred in respect of same as per ADDENDUM C- Damage/Other Charges.

	<b>Tenant</b>	<b>Guarantor</b>	<b>Landlord</b>
<b>Initials:</b>	_____	_____	_____

