

Lease Agreement

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www.kw4rent.com
info@kw4rent.com

Dated the _____ day of _____, 20 _____

BETWEEN: Fir Village Inc. (Landlord)
251 Lester Street, Waterloo, Ontario, N2L 3W6

NOTE: This is a legal name and address of the Landlord to be used for the purpose of giving notices or other documents under the R.T.A. and this Lease. Tenant acknowledges that 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: _____ (Tenant) AND: _____ (Guarantor(s))

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

(Unit No.) (Room No.) **201 Lester St** **Waterloo** **Ontario** **N2L 3W3**
(Address) (City) (Province) (Postal Code)

2. COVENANTS 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 provisions of this Agreement against the tenant in Court or Tribunal of competent jurisdiction in the event of a breach of performance 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.

3. TERM The Tenant shall occupy the Rented Premises, subject to the present Tenant vacating, for a term beginning on the **1st day of September, 2012 and ending on the 31st day of August, 2015 (a three year term).**

Despite the fact that the Tenancies term is for three years and does not end until August 31, 2015, the Tenant may without penalty

give written notice up until January 31, 2013, to terminate the Tenancy as of August 31, 2013.
give written notice up until January 31, 2014, to terminate the Tenancy as of August 31, 2014.
give written notice up until January 31, 2015, to terminate the Tenancy as of August 31, 2015.

Date accomodation required:

- Moving IN -
- Moving OUT -

Initials:
Tenant Landlord

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 liability of the Tenant or occupants and shall give possession as soon as the Landlord is able to do so. The rent shall be abate until possession of the Rented Premises is offered by the Landlord to the Tenant. Failure to give possession at the date of commencement of the term shall not in any way affect the validity 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 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 \$ 590

Rental cheques are payable to Fir Village Inc.

The rent deposit must be used for the rent for the last month before the tenancy ends. It is a violation of the law to use it for anything else.

Rent paid by anyone other than the Tenant named in this agreement shall be deemed paid on behalf of the Tenant.

(b) (i) **The rent amount specified in 4(a) includes a 2% discount when rent is paid no later than the 1st of each month.**

(ii) The Tenant here by 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 Customer Report in the event the Tenant is in arrears of rent or wishes to renew this Tenancy Agreement.

(iii) 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 the Landlord, in respect of the dishonoured cheque, the sum of \$30 as a service and administrative charge for each such cheque in addition to the aforementioned Monthly Rental.

(c) The Tenant agrees to deposit the sum of \$590 as prepaid rent to be applied toward payment of the rent for the last rent period of the tenancy.

(d) The tenant agrees to make an additional \$200 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.

(e) 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 carrying out its 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/NO**

Electricity: **YES** Internet/Phone/Cable: **YES** Water (Hot/Cold): **NO** Gas/Heating: **NO**

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 payment of rent.

6. USE (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 child care services, or the operation of any other business or commercial use.

Initials:
Tenant Guarantor Landlord

7. REPAIRS The Tenant shall advise Landlord in writing of any repairs or maintenance required to be done by the Landlord. 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.

8. CARE OF RENTED PREMISES The tenant will fill out Incoming Inspection Report within 24 hours of the move in date and submit it to the office. If the Landlord does not receive the report within 24 hours, it will be assumed the unit was in perfect condition and the Tenant will be responsible for any future damages to the unit.

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 is responsible for changing light bulbs, resetting breakers, unclogging toilets and unplugging sink drains. The Tenant shall not make and alterations including paint, wallpaper, nails or picture hangers without the Landlord's prior written approval and shall upon termination of the tenancy, remove and 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.

All damages in the unit will be charged according to the Damage Charge list available on the website www.kw4rent.com.

9. RIGHT OF ENTRY The Tenant agrees that the Landlord 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 in 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 R.T.A. for the purpose of exercising its rights to show or enter the unit hereunder or under the R.T.A. It is further agreed that the Landlord's exercise of a right entry under this clause shall not constitute a breach of the covenant with the Tenant for quiet enjoyment of the Rented Premises.

10. 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 detector, 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.

(iv) If fire occurs due to negligence of any tenant/subtenant/guests 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 or 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 other purpose other than proper access to and from the Rented Premises. Bicycles shall only be kept in areas designated by the Landlord.

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

E. SHADES AND BALCONIES

(i) No objects whatsoever shall be dropped, thrown, propelled or projected from the Rented Premises.

(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 similar items which, in the sole opinion of the Landlord are detrimental to the appearance of the building.

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

G. PETS (i) The tenant shall not permit a 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 building where in 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 in the Rented Premises are situated.

H. VERMIN The tenant shall keep the Rented Premises free from vermin and in doing so 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 shall be payable to the Landlord by the Tenant. The tenant hereby further consents to entry of the Landlord or anyone designated by the Landlord for the purpose of treating the Rented Premises for pest control purposes

I. 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 the landlord. 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.

J. LAUNDRY ROOMS The use of the washing machines and dryers shall be subject to 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.

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

	Tenant	Guarantor	Landlord
Initials:	<input type="text"/>	<input type="text"/>	<input type="text"/>

L. LOCKS The Tenants shall not alter or add to the locking system on any entry or bedroom door of the rented premise without the written permission of the Landlord. In the event the Tenant locks himself out of the rented premise, the Landlord shall not be obligated to unlock the rented premise under a certain time frame. The tenant shall be responsible of all costs of re-entry, including but not limited to locksmith charges, and charges for damage howsoever caused. If the Landlord comes to unlock the doors, a charge of \$40 will apply.

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

11. ASSIGNMENT OR SUBLETING The Tenant agrees not to lease, sublet or assign to another student any part of said premises without the advanced written consent of Landlord. All subtenants must fill out Sublet Information Form and submit it to the Landlord. The Tenant acknowledges that, in the event the Rented Premises is sublet, the tenant shall continue to be bound by all of the provisions of this Tenancy Agreement, including the obligation to pay rent, until such time as the tenancy is terminated. The Tenant further acknowledges that any subtenant must vacate the premises and the Tenant must deliver vacant possession of the Rented Premises upon termination of this Tenancy Agreement. All subtenants must be students, same gender as original tenant, unless otherwise approved in writing by the rest of the tenants of the unit.

12. ABANDONMENT OF PREMISES BY TENANT If the 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. 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 furnishing and/or effect. 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 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 R.T.A

13. LIABILITY 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, 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 any member of the Tenant's family or to any other person while such property is on the Rented Premises or 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;

(iv) any damage caused by the 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 property left in or on the Rented Premises or the premises of the Landlord subsequent to the Tenant giving up possession or 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

14. TERMINATION OF TENANCY AT END OF TERM

(a) IF EITHER THE TENANT OR THE LANDLORD DESIRES TO TERMINATE THE TENANCY AT THE END 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 given 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 R.T.A. Should the tenant effectively deny the Landlord entry rights under the R.T.A. or this Agreement, the Tenant shall compensate the Landlord for any damages he may experience including but not limited to lost rent

(e) In the event the Tenant is required by law or agrees 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 a solicitor and-client basis and for damages incurred by the incoming tenant in respect of such over holding.

(g) The Tenant agrees to vacate the Rented Premises by 1:00p.m. on the final day of this Tenancy Agreement.

(h) After service of Notice of Termination, the Tenant shall arrange with the landlord 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 the same.

(i) Upon termination of the tenancy, the Tenant shall give vacant possession and deliver all keys of the Rented Premises to the Landlord.

(j) The Rented Premises shall be left fit for immediate occupation by the new tenant, clean, undamaged, and with all furniture and refuse removed.

15. INSURANCE The Tenant is responsible for insuring all of its personal belongings and furniture at his sole cost and expense.

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 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.

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

17. 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 therein, and agrees that any misstatement or omission in the said Rental Application constitutes a material misrepresentation rendering this Tenancy Agreement voidable at the opinion of the Landlord.

18. 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 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.

Initials:

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19. 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 HERE IN CONTAINED SHALL BE DEEMED TO BE JOINT AND SEVERAL OBLIGATIONS.

20. 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 correct and answered to the best of my current knowledge.

In witness whereof the parties have executed these presents

Per: _____ (Tenant)

Per: _____ (Guarantor)

_____. (Landlord)

Authorized Signing Officer
(I have authority to bind the Corporation)

RECEIPT OF TENANCY AGREEMENT

I/We hereby acknowledge receipt of a full executed copy of this Tenancy Agreement and the Rental Application herein this ____ day of _____, 20 ____
I have authority to accept a copy of this Tenancy Agreement on behalf of myself and Guarantors named herein:

(Tenant) _____
 Sign name of Tenant here Print name of Tenant here

Initials: Tenant Guarantor Landlord

GUARANTEE

The guarantee © <http://www.kwforrent.com/>

Dated the _____ day of _____, 20 ____
Landlord: **Fir Village Inc.**

Rented Premises:

(Unit No.) _____
(Room No.) 201 Lester St
(Address) Waterloo
(City) Ontario
(Province) N2L 3W3
(Postal Code)

Guarantor: _____ Tenant: _____

Guarantor's SIN / Passport or Driver's Licence #: _____

Guarantor's Date of Birth (YYYY/MM/DD): _____

Permanent Home Address: _____
(Address) (City) (Province) (Postal Code)

Home Phone #: _____ Cell Phone #: _____

Email Address: _____

In consideration of the above-named Landlord entering into the Tenancy Agreement in respect of the above-named Rented Premises with the above-named Tenant, Guarantor is hereby acknowledged, the Guarantor hereby covenants with the Landlord, its successors and assigns, that if default shall at any time be made by the Tenant in payment of Monthly Rental or the performance of the Tenant's covenants on the days or in the manner set forth in the Tenancy Agreement, he will pay the said Monthly Rental or perform the said, covenant and shall compensate the Landlord for any damages that may arise in consequence of the Tenant's default including payment of legal fees on a solicitor and client basis. The liability of the Guarantor hereunder shall not be released, discharged or limited by any extension of time or forbearance granted to the Tenant or by any variation in or departure from the terms of the Tenancy Agreement. The Landlord shall not be bound to exhaust its recourse or remedies against the Tenant before pursuing and enforcing its rights against the Guarantor. Nothing but payment and satisfaction in full of all Monthly Rentals and other sums and the due performance of all covenants in the Tenancy Agreement until lawful termination of the Tenancy Agreement shall release the Guarantor from this

Guarantee.
If during the term of the Tenancy Agreement the Tenant shall make an assignment for the general benefit of creditors, or a receiving order in bankruptcy shall be made against the Tenant, and the assignee or trustee as the case may be should surrender possession, reject, disaffirm or disclaim the Tenancy Agreement, or if the Tenancy Agreement is terminated other than by surrender accepted by the Landlord, the Guarantor shall, forthwith upon the demand of the Landlord at the Guarantor's expense accept from the Landlord a Tenancy Agreement of the Rented Premises (hereinafter called the "New Tenancy Agreement") for a term equal in duration to the residue of the term of the Tenancy Agreement remaining unexpired from the date of such surrender, disclaimer or termination at the same Monthly Rental and with the same covenants and provisos as are reserved and contained in the Tenancy Agreement. If the Landlord shall tender such New Tenancy Agreement to the Guarantor for execution and the Guarantor shall fail to execute and return such New Tenancy Agreement within seven (7) days after such tender, the Guarantor shall become liable to pay to the Landlord forthwith as liquidated damages an amount equal to the entire Monthly Rental and additional rent reserved by the New Tenancy Agreement.

All such liability of the Guarantor shall not be diminished or affected by the Landlord renting the demised premises or any part thereof to another Tenant or Tenants and receiving rent there from. The Landlord, however, may if it so desires apply any amount received from such renting in reduction of the amount to be paid by or due from the Guarantor.

In this Guarantee, whenever the masculine gender is used it shall include the feminine and neuter and vice versa and wherever the singular number is used it shall include the several and vice versa. Whenever the context so requires, if there is more than one Guarantor, their liability shall be joint and several.

The Guarantor shall continue to be liable and bound by this Guarantee during any renewals and extensions, statutory or otherwise, of the term of this Tenancy Agreement. This Guarantee shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Guarantor.

Initials: Tenant Guarantor Landlord

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 correct and answered to the best of my current knowledge.

IN WITNESS WHEREOF the Guarantors hereunto set their hands this _____ day of _____, 20 ____ .

Guarantor

Note:

Please, with this form attach a copy of your legal document with the signature.

