

# This Tenancy Agreement

made in duplicate the X day of X, 20XX.

BETWEEN:

THE LANDLORD

(the "Landlord")

and

TENANT(S)

(the "Tenant")

and

GUARANTOR(S) (IF APPLICABLE)

(the "Guarantor")

This Tenancy Agreement is made in pursuance of the Residential Tenancies Act, 2006 (the "RTA").

## Demise

1. In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant, to be paid, observed and performed, Landlord demises and leases to Tenant, for use and occupation as a residence and for no other purpose, the rental unit municipally known as 457/459/461 Downie Street, Peterborough, Ontario.

## Term

2. To have and to hold the rental unit for and during the term from the X day of X, 20XX to the X day of X, 20XX. If the tenancy is not terminated at or prior to the end of the term, or new term has not been agreed upon prior to the end of the term, the tenancy shall be deemed to be a monthly tenancy after the expiry of the term.

3. The Tenants understand they are responsible for the premises until the lease expiry date unless a new "Suitable tenant to the Landlord" can be found, and approved by Landlord. If and/or when the new suitable tenant has been approved the Tenant agrees to pay a fee of \$150.00 to break their lease agreement.

## Rent

4. Tenant agrees to pay to Landlord \$X,XXX.XX per month for the rental unit.

5. Rent shall be payable in full and in advance on the first day of each and every month during the Term to be paid by cheque, cash, money order or certified cheque at the Landlord's address below.

6. The Tenant agrees to pay \$60.00 for each rent cheque returned from their bank.

7. The Tenant agrees to pay \$25.00 for any late rent payment.

## Rent Deposit

8. Tenant shall pay to Landlord a rent deposit on or before entering into this Tenancy Agreement of \$X,XXX.XX (equal to the rent for one month). The rent deposit shall be held as security for the performance of Tenant's obligations hereunder and shall be applied in payment of rent for the last month under this Tenancy Agreement. When a rental increase occurs Tenant shall pay to Landlord any additional amount required to bring the Rent Deposit equal to the rent for one month.

## Occupancy

9. The sole occupants of the premises are the Tenants whose names and signatures appear in the signature block of this Agreement.

10. With the exception of casual guests, no other persons shall occupy the premises without the written consent of the Landlord.

## Rules and Regulations

11. Tenant agrees to comply with all building rules and regulations as set out in Schedule "A".

12. Landlord shall have the right to make such other and further reasonable rules and regulations as in his judgment may from time to time be needful for the safety, care and cleanliness of the premises and for preservation of good order therein and the same shall be kept and observed by tenants, their families, visitors, guests, clerks, servants and agents.

#### No Smoking Policy

13. Tenant agrees:

- (a) Not to smoke or to allow any guests to smoke in the premises.
- (b) He/she will be liable for all costs repair any damages and/or professional cleaning of premises if the No Smoking Policy is breached.

#### Landlord Agrees

14. To maintain the residential complex including the rental unit in a good state of repair, fit for habitation, during the term of the Tenancy Agreement, and shall comply with health and safety standards, as required by law, and shall, subject to the provisions of the RTA or applicable replacement legislation, be entitled to enter the rental unit and view the state of repair.

15. To pay municipal property taxes in connection with the rental unit.

16. To manage the landscaping in accordance with the Landlord's standards.

#### Landlord's Right to Enter the Rental Unit

17. Landlord may enter the rental unit at any time without written notice in cases of emergency or if Tenant consents to the entry at the time of entry.

18. Landlord may enter the rental unit without written notice to show the unit to prospective tenants if, (a) Landlord and Tenant have agreed that the tenancy will be terminated or one of them has given notice of termination to the other, (b) Landlord enters the rental unit between the hours of 8 a.m. and 8 p.m.; and (c) before entering, Landlord informs or makes a reasonable effort to inform Tenant of the intention to do so.

19. Landlord may enter the rental unit in accordance with written notice given to Tenant at least 24 hours before the time of entry under the following circumstances (provided that the written notice specifies the reason for entry, the day of entry and a time of entry between the hours of 8 a.m. and 8 p.m.):

- (a) To carry out a repair or do work in the rental unit;
- (b) To allow a potential mortgagee or insurer of the residential complex in which the rental unit is located to view the rental unit;
- (c) To allow a real estate appraiser to view the rental unit;
- (d) To determine whether any repairs to the rental unit are required or desirable;
- (e) To allow Landlord to inspect the rental unit to determine whether Tenant is complying with Tenant's obligations with respect to the rental unit.

#### Use of Rental Unit

20. Tenant agrees that he will not at any time during the said term without the consent in writing of Landlord, use, or permit to be used, the rental unit for any business or for any other purpose than as a residential unit for the use of the Tenants specified in paragraph 9.

#### Tenant's Notice of Termination

21. Tenant may terminate the tenancy created by this Tenancy Agreement as follows:

- (a) in the case of a monthly tenancy, by at least 60 days written notice before the date of the termination and the date of termination shall be the last day of a rental period; and
- (b) in the case of a tenancy for a fixed term (such as in the case of this lease), the written notice shall be given at least 60 days before the expiration date specified in the Tenancy Agreement to be effective on that expiration date.
- (c) the notice form that tenants must use to end their tenancy is called a Tenant's Notice to Terminate the Tenancy (Form N9). This form is available from the Landlord and Tenant Board.

#### No Release of Tenant

22. Nothing in this Tenancy Agreement contained and no entry made by Landlord hereunder shall in any way release Tenant or any applicable Guarantor from payment of the rent hereby provided for during the term hereof beyond such sum as may be realized by Landlord by any re-letting of the rental unit.

#### Landlord not Liable for Damages

23. Landlord shall not be liable for any death or injury of any nature whatsoever which may be suffered by Tenant or any other person who may be upon the rental unit or residential complex or for any loss of damage to any property at any time in the rental unit or residential complex from gas, water, steam, waterworks, rain or snow, which may leak into, issue or flow from any part of the residential complex of which the rental unit forms a part from the pipes or plumbing works of the same, or from any other place or quarter.

#### Notice of Accidents

24. Tenant shall give Landlord prompt written notice of any accident or other defect in the water pipes, gas pipes or heating apparatus, electric light or other wires in the rental unit.

#### Severability

25. If any of the provisions of this Tenancy Agreement are invalid, such provisions shall be considered separate and severable and the remaining provisions shall remain in full force and effect.

#### Tenant Insurance

26. Tenant shall be responsible for providing property damage insurance for the contents of the rental unit and reasonable liability insurance. Tenant acknowledges:

- (a) That Landlord's property insurance does not protect Tenant's belongings, and
- (b) That Landlord advises Tenant that it is in Tenant's best interest to obtain property damage insurance for the contents of the rental unit as well as Tenant's legal liability insurance to protect Tenant from claims arising out of the negligence of Tenant or anyone for whom Tenant is in law responsible.

27. Tenant agrees to hold the Landlord harmless from claims, demands, damages or liability arising out of the premises caused by or permitted by Tenant, Tenant's family and guests.

#### Written approval of Changes

28. It is understood and agreed between Landlord and Tenant that no assent or consent to changes in or waiver of any part of this agreement in spirit or letter shall be deemed or taken as made, unless the same be done in writing and attached to or endorsed hereon by Landlord or by his agent.

#### Tenant Liable for Legal and Other Costs of Collecting Rent Arrears Etc.

29. In the event of the default in payment of the rent by Tenant, in addition to the payment of the rent in default, Tenant shall pay to Landlord all legal and other costs incurred by Landlord in collecting such rent. Similarly, in the event Tenant becomes responsible to reimburse Landlord for any damage or repair to the rental unit or the residential complex in which the rental unit is located, or other costs noted herein, Tenant shall be liable to reimburse Landlord for all legal and other costs of collecting any such amount that Tenant is responsible for.

#### Assignment and Sublet

30. The Tenant may not assign or sublet without the Landlord's written consent.

31. The Tenant agrees to pay a fee of \$150.00 in the even of assignment or sublet.

#### Interpretation and Successors and Assigns

32. Wherever throughout this Tenancy Agreement there is any mention of or references to Landlord or Tenant or Guarantor, such mention or reference shall be deemed to and include the heirs, executors, administrators, successors and assigns of Landlord and of Tenant and sub-tenants of Tenant as the case may be, and if Tenant or Guarantor shall be a female or if there be more than one Tenant or Guarantor, the pronouns used throughout shall be taken to be altered accordingly.

#### Tenant's and Guarantor's Acknowledgment of Receipt of Rental Unit in Good Condition

33. Tenant and Guarantor acknowledge that the Rental Unit is in a state of excellent repair and maintenance at the time of execution of this Tenancy Agreement.

#### Joint and Several Liability of Tenant(s)

34. Where more than one person has executed this Tenancy Agreement as Tenant or as Guarantor each such person shall be jointly and severally liable with each other person who has executed this Tenancy Agreement as Tenant or as Guarantor.

#### Guarantor(s) and Indemnification

35. Any persons who have been named in this Tenancy Agreement as Guarantor(s) and who have executed this Tenancy Agreement hereby jointly and severally indemnify Landlord from any loss or damage whatsoever arising out of the failure of Tenant to fulfill each and every specific promise of Tenant herein. This indemnification shall not be affected in any way by any failure of Landlord to exhaust any remedies which Landlord may have against Tenant or by any indulgence which Landlord may grant to Tenant. Where more than one Guarantor executes this Tenancy Agreement each Guarantor shall be jointly and severally liable to Landlord for this indemnification with each other Guarantor and with each Tenant who has executed this Tenancy Agreement.

#### Gender and Number

36. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require, and the verb shall be read and construed as agreeing with the required word and pronoun. Words importing the singular number shall include the plural and vice versa and words importing the use of any gender shall include all genders. Headings used in this agreement are for convenience of reference only and shall not constitute a part of this agreement for any other purpose including, without limitation, its interpretation. Expressions such as "hereof", "hereunder" and "hereby" shall be construed to refer to the entire agreement and not only to the article, section, subsection or clause in which they appear.

#### Fax/Email of this Agreement

37. The parties agree that for the purpose of obtaining the Guarantor's signature and the Guarantor's witness' signature, and provide the Guarantor with a signed copy, this document may be send by fax, or by email in PDF format.

Schedule "A"  
Rules and Regulations

- (a) To pay for the following utilities and services: Heat, Hydro, Water and Sewer.
- (b) To keep the premises clean and sanitary, and to properly dispose of all waste.
- (c) To properly operate all electrical, gas and plumbing fixtures and pipes, and to keep them clean and sanitary.
- (d) To maintain the appliances (refrigerator, stove) clean and in good working order and to keep appliances in their assigned positions.
- (e) To take due precautions against freezing of water or waste pipes and stoppage of the same in and about the premises. If water or waste pipes become clogged because of the Tenant's neglect or recklessness, the Tenant shall repair the same at his/her own expense as well as pay for all damage caused.
- (f) Not to disturb, annoy, endanger, interfere with, harass, obstruct, coerce, or threaten Landlord or other tenants of Landlord or any guests of Landlord or other tenants of the residential complex or neighbouring buildings.
- (g) To refrain from playing loud music or otherwise making loud noise which might interfere with the ability of other tenants of Landlord to sleep, study or which might interfere with the other tenants' entitlement to reasonable enjoyment of their residential units.
- (h) Not to use the premises for any unlawful purpose, violate any government ordinance, or create a nuisance.
- (i) Not to destroy, damage or remove any part of the premises, equipment or fixtures or commit waste, or permit any person to do so.
- (j) Not to apply paint or wallpaper or make any repairs, alterations or additions to the premises without the Landlord's prior written consent. Any repairs or alterations as permitted by the Landlord shall become a part of the premises.
- (k) Not to change or add a lock without the Landlord's prior written consent.
- (l) To notify Landlord immediately of any problems, damage or need for repair to the property and/or structures, real or perceived, inclusive of the heating, electrical and plumbing systems, windows and doors, etc.
- (m) To keep the rental unit in a state of cleanliness, and to repair as directed by Landlord damage caused by Tenant's willful or negligent conduct or that of persons permitted in the rental unit by Tenant.
- (n) There are "No Pets" allowed in the unit without the landlord's written consent.
- (o) To pay for any damages caused by a pet.
- (p) To be responsible for snow removal.
- (q) No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside of the building whatsoever.
- (r) Not to allow windows or doors to remain open so as to admit rain, snow bird, pet or animal. The Tenant neglecting this rule will be responsible for any injury or damage caused to the premises or the property of other Tenants or to the property of Landlord by such carelessness.
- (s) Window mounted air conditioners are not permitted and nothing shall be placed on the outside of window sills or projections.
- (t) Bicycles may be stored outside or in the basement but not in halls or rooms.
- (u) To return all keys to the rental unit prior to the termination of this Tenancy Agreement.
- (v) No Tenant shall do, or permit anything to be done in said premises or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on the building, or on property kept therein, or conflict with the laws relating to fires or with the regulations of the Fire Department or with any insurance policy upon the building or any part thereof, or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipality By-law.
- (w) The water shall not be left running unless in actual use in the rented premises. Tenant shall be liable for any damage done by reason of water being left running from the taps in the rental unit.

- (x) Spikes, hooks, screws or nails shall not be put into the walls or woodwork of the building. No tape or adhesive shall be applied to any walls or floors of the rental unit. Tenant shall be responsible for repairs cause by such items.
- (y) Gates to the rear yard shall be kept closed.
- (z) If Tenant desires telephone or other communications connections, Landlord or his agents will direct the authorized electricians/technicians as to where and how wires are to be introduced and without such direction no boring or cutting for wires will be permitted. If Tenant desires to install, add to or alter electric light fittings for lighting their premises they must arrange with Landlord for the necessary connections and no wire will be permitted which has not been authorized in writing by Landlord or his agents.
- (aa) Carpeted floors and stairs are to be regularly vacuumed and other floor surfaces floors must be kept clean at the expense of Tenant.
- (bb) No heavy furniture shall be moved over floors of the rental unit, halls, landings or stairs, so as to leave marks or damage.
- (cc) Tenant will be responsible for any damage to the building caused by moving furniture in or out of said premises.
- (dd) Off-street parking is not provided. In the event that parking is provided, an additional charge determined by the Landlord shall be applicable.
- (ee) Tenant is responsible for all utility charges (eg: electricity, gas, telephone, water, sewer, etc.). Should any utility service account fall over to Landlord by reason of Tenant failing to maintain the account, Tenant will reimburse Landlord any and all costs associated with rectifying said account and an additional service charge of \$75/incident shall apply.
- (ff) Tenant agrees to reimburse Landlord all costs associated with repairs resulting from the disruption of utility services due to Tenant's failure to maintain utility services (eg: electricity, gas, water, sewer).
- (gg) The reusable furnace filter supplied by Landlord must be thoroughly cleaned monthly during the heating season.
- (hh) Landlord has provided an outdoor composting area which may be used by Tenant as instructed.
- (ii) Tenant agrees to keep the front and back porch areas, as well as the front, side and rear yards, free and clear of garbage, boxes and other materials in addition to maintaining the general standard of outdoor tidiness.
- (jj) Tenant agrees that there will be no digging in the lawn or garden areas and no use of garden areas without Landlord's express permission.
- (kk) Tenant understands that the areas around and leading to the furnace, hot water heater, electrical panel and main water shut off are to be kept clear and free from obstruction at all times.
- (ll) Only 15 amp fuses are to be used in the electrical panel.
- (mm) Tenant understands the basement may be used for storage of Tenant's belongings and that Tenant is responsible for removal of all material in the basement, and elsewhere, and delivery of vacant/clean possession upon termination of tenancy.
- (nn) Tenant is responsible for all costs Landlord may incur in disposing of any goods or material Tenant has left in the unit or residential complex.
- (oo) Waterbeds are strictly prohibited.

IN WITNESS WHEREOF the parties hereto have executed the Tenancy Agreement

SIGNED, SEALED AND DELIVERED In the presence of

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Tenant1, Tenant  
Tenant1AddressStreet  
Tenant1AddressCity, Tenant1AddressProvince  
Tenant1AddressPCode  
H: Tenant1PhoneHome  
E: Tenant1Email

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Tenant2, Tenant  
Tenant2AddressStreet  
Tenant2AddressCity, Tenant2AddressProvince  
Tenant2AddressPCode  
H: Tenant2PhoneHome  
E: Tenant2Email



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Guarantor1, Guarantor  
Guarantor1AddressStreet  
Guarantor1AddressCity,  
Guarantor1AddressProvince  
Guarantor1AddressPCode  
H: Guarantor1PhoneHome  
E: Guarantor1Email



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Signature of Witness

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Landlord  
LandlordAddressStreet  
LandlordAddressCity  
LandlordAddressProvince  
LandlordAddressPCode  
  
H: LandlordPhoneHome  
E: LandlordEmail



By our signatures above I/we acknowledge I/we have received a copy of the Landlord and Tenants Boards "Information for New Tenants" sheet with a copy of this lease agreement.