

Rental Agreement

(hereinafter called the "Agreement")

THIS INDENTURE

made in duplicate the XXth day of XXX, 20XX

BETWEEN

RON DAVISON
(hereinafter called the "Landlord")

OF THE FIRST PART

and

<NEW TENNANT NAME(S) HERE>
(hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS the Landlord intends to Lease the Main Floor Apartment and the Basement Suite Apartment Separately;

WHEREAS this Agreement is For the MAINFLOOR/BASEMENT SUITE APARTMENT located at ADDRESS, CITY, ONTARIO (the "Leased Premises")

WHEREAS this Agreement also allows the Tenant to use and maintain with the Tenant of the Basement Apartment (the "Downstairs Tenants") all of the Common Areas (namely the backyard, the front yard, the laundry room located in the basement, the parking lane, the backyard entrance, the garage, the storage space and the stairs leading to the backyard entrance, hereinafter collectively called the "Common Areas"). The Tenants' responsibility for maintenance of the Common Areas is limited to general cleaning, snow removal, cutting the grass and reporting of any other maintenance or repairs that they become aware of.

1. Rent: Rent for the Leased Premises is <enter dollar amount here (\$XXXX.00) per month>. The Basement Suite Apartment has utilities included. The Main Floor suite does not include utilities. Rent is due the first of each month. For the main floor tenant, \$220 (two hundred and

twenty) will be included as pre-payment for the utilities on each post-dated cheque.

2. Utilities: Utilities include the following: Gas, Hydro, Hot Water Rental and Water. The "Upstairs Tenant" agrees to pay 75% of the utilities. Television cable and telephone is the responsibility of each tenant if they desire these services.

3. Term of Lease: To have and to hold the Leased Premises for a Term of one (1) year commencing on <ENTER DATE>.

4. Deposit: The Tenant agrees to pay upon the signing of this Agreement a deposit of <ENTER RENT AMOUNT + \$220 for utilities (two hundred and twenty dollars)> (hereinafter called the "Deposit"), which shall be held by the Landlord in an interest bearing account. The Deposit may be used by the Landlord to repair damages made to the Leased Premises for which the Tenant may be held responsible. The Deposit shall be returned to the Tenant upon the termination of this Agreement or at the end of the Term.

5. Storage rental: If the Tenant wishes to store belongings in the garage, a deposit of two-hundred dollars (\$200.00) will be required. The storage deposit shall be returned to the Tenant at the end of the Term if everything is removed from the garage and there are no disposal expenses incurred by the landlord.

6. Parking: One parking lane is available for use by the Tenant. The vehicle(s) must be parked so as to allow other tenants to park their vehicle(s).

7. Smoking: The Leased Premises are non-smoking.

8. Termination of this Agreement: This Agreement may be terminated upon giving two (2) months prior written notice to the other party of a party's intention to terminate the Agreement subject to point #3 above. The termination notice must be given on the last day of a month.

9. Access: The Landlord will only access the apartment with prior consent of the Tenant, such consent which shall not be unreasonably upheld. The Tenant shall not replace the locks granting access to the Leased Premises without prior written consent of the Landlord.

10. Sub-Leasing: The Leased Premises are not to be sub-leased.

11. Alterations to the Leased Premises: The Tenant will not alter the Leased Premises in any way without prior written consent from the Landlord. The Tenant shall not paint the Leased Premises without prior written consent from the Landlord. The Tenant shall discuss any intentions of painting with the Landlord prior to such painting. The Tenant agrees to paint in soft or neutral colors or to restore any painted walls to soft or neutral colors upon termination of this Agreement. Notwithstanding anything else contained in this Agreement, upon termination of this Agreement, the Tenant shall ensure that the Leased Premises are clean and that any alterations made to the Leased Premises during the Term of the Lease which were not specifically approved by the Landlord, are restored to their original condition.

12. Damages to the Leased Premises: The Tenant shall be liable for any damage done by reason of the Tenant leaving the main floor taps running when the taps are in normal operating condition. water being left running from the taps in the Leased. The Tenant will be held responsible for any damage to the building caused by moving furniture in or out of the Leased Premises. The Tenant is also responsible for any other damage (to light fixtures, stove tops, faucets, appliances and blinds, etc...) beyond normal wear and tear. The Landlord shall be entitled upon termination of this Agreement to use the Deposit towards the cost incurred in repairing damages or fixing the unapproved alterations to the Leased Premises.

The Landlord shall not be liable for any damage to any of the Tenant's personal property contained in the Leased Premises or located at the Property which may result from gas, water, steam, the pipes or plumbing works, waterworks, rain or snow, which may leak into, issue or flow from any part of the Property of which the Leased Premises hereby leased are part of.

13. Maintenance and Repairs: The Landlord shall be responsible for any repairs needed at the Leased Premises. The Tenant shall give the Landlord prompt written notice of any accidents or other defect in the water pipes, gas pipes or heating apparatus, electrical light, wires or any other repairs needed at the Leased Premises as soon as the Tenant is made aware of such accident or defect. The Tenant shall not set-off any rent amount towards any repairs or maintenance that would be considered the Landlord's responsibility without prior written approval from the Landlord. The Landlord will compensate the Tenant within 30 days for any maintenance or repair delays or service

interruption in accordance with the Landlord Tenant Act. The Tenant and the Basement Tenants will share lawn, garden and snow removal responsibilities with the Landlord and the Landlord will provide a Lawn mower to the tenants.

14. Lawn Maintenance:

In accordance with paragraph 12 it is expected that the grass will be cut a minimum of every two weeks (weather permitting). If a tenant fails to cut the grass during appropriate weather within a twenty-eight day period (thereby missing two minimum grass cuttings) and the grass remains uncut for the same twenty-eight day period the landlord may contract out a lawn cutting service and bill the tenant(s) the cost of the service. Such service will not exceed \$30.00 per visit during the length of the tenancy.

The lawnmower provided by the landlord must be maintained by the landlord, must be operational and in such condition that it can be safely operated at all times. The landlord agrees to store such a quantity of gasoline in the garage that will permit the tenants to cut the grass at their convenience. Should the lawnmower or gas be unavailable as described above the tenants will be exempt from gas cutting duties until it is again available. The tenants agree to advise the landlord if the lawnmower is not safely operational or out of gas.

It is expected that regular grass cutting will commence during the months of June to September. While the tenants may choose to cut the grass earlier or later in the year, lawn maintenance responsibilities of all parties will only be subject to this agreement during the months of June to September.

15. Entry to View State of Repair: Upon reasonable notice, The Landlord may enter and view the state of repair of the Leased Premises and carry out and make repairs and replacements, which are the Landlord's responsibility, at such times and in such manner as will not unreasonably interfere with the use by the Tenant of the Leased Premises.

16. Insurance: The Tenant shall not permit anything to be done in the Leased 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 obstruct or interfere with the right of Upstairs Tenants, or in any way injure or annoy them, 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 municipal By-Law.

17. Condition of Premises on Surrender: The Tenant shall surrender the Leased Premises upon the expiration or termination of the Term herein granted in the condition in which the Tenant is required to maintain same.

18. Pets: The Tenant shall not be permitted to have any pets of any kind in the Leased Premises without consent of Landlord AND of the other Tenants.

19. Notices, Etc.: For communication purposes email and written notices are acceptable forms of notice and communication between the Landlord & Tenant. Any notice regarding termination of this agreement shall be in writing duly signed by the party giving such notice and transmitted by registered or certified mail, or prepaid courier addressed as follows:

Landlord: Ron Davison
270 Elderwood Drive
Oakville, Ontario
L6H 5W3

Tenant: <ENTER CURRENT TENANT ADDRESS>

20. Right to re-enter: The Tenant agrees with the Landlord that in the case that the Leased Premises are vacated or abandoned, the Landlord in addition to all other rights hereby reserved to him, shall have the right to enter the Leased Premises without being liable for any prosecution therefore, and to re-let the said premises and to receive the rent therefore. If the Tenant is obligated to vacate the demised premises on or before a certain date and the Landlord has entered into a lease with a third party to rent the said premises after such date and the Tenant fails to vacate the said premises thereby causing the Landlord to be liable to such third party, then the Tenant shall, in addition to any other liability hereunder, indemnify the Landlord for all losses suffered by reason of his failure to vacate.

In Witness Whereoff the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered IN THE PRESENCE OF

IN THE PRESENCE OF

Ron Davison (Landlord)

<ENTER TENANT NAME> (Tenant)