

TENANCY AGREEMENT dated the _____ day of _____, _____
 made pursuant to the provisions of the **Tenant Protection Act**, S.O. 1997, Chap.24 (hereinafter the "T.P.A.").
 This Tenancy Agreement is © London Property Management Association, 2003. **Version: 07-2003.**

**Waterloo
 Regional
 Apartment
 Management
 Association**

BETWEEN: _____ (Landlord)
 _____ (Landlord's Current Address)
 (Unit No.) (Address) (City) (Province) (Postal Code)

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

AND: _____ (Tenant) _____ (Tenant)
 AND: _____ (Tenant) _____ (Tenant)
 AND: _____ (Tenant) AND: _____ (Guarantor(s))

RENTED PREMISES

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

_____ (Unit No.) (Address) (City) (Province) (Postal Code)

hereinafter referred to as the Rented Premises, and the following parking privileges for private passenger automobile(s):

PARKING Outside _____ Underground _____ Covered _____ Garage _____ (specify number of spaces in each category).

OCCUPANTS It is understood and agreed that only the following persons shall occupy the Rented Premises in addition to the Tenant:

NAME: _____ NAME: _____

NAME: _____ NAME: _____

COVENANTS

2. 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 a Court or Tribunal of competent jurisdiction in the event of a breach of performance thereof by the Tenant and the Landlord shall have the right to re-enter the Rented Premises and obtain vacant possession thereof in the event of non-payment of rent or breach of any of the covenants, agreements, or provisions of this Agreement by the Tenant.

TERM

3. The Tenant shall occupy the Rented Premises, subject to the present tenant vacating, for a term beginning on the

_____ day of _____, _____ and ending on the _____ day of _____, _____.

subject to the terms of this Agreement. If the Landlord is unable to give possession of the Rented Premises on the commencement of the term for any reason, including, but not limited to construction delays or an overholding tenant, the Landlord shall not be subject to any liability to the Tenant or occupants and shall give possession as soon as the Landlord is able to do so. The rent shall abate until possession of the Rented Premises is offered by the Landlord to the Tenant. Failure to give possession on the date of commencement of the term shall not in any way affect the validity of this Tenancy Agreement, the obligations of the Tenant or in any way be construed to extend the term of this Tenancy Agreement. This agreement shall be enforceable against all Tenants named as such herein, regardless of whether such Tenant actually occupies the Rented Premises.

RENT

4. (a) The Tenant agrees to pay to 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 \$ _____ If Landlord provides Rental Incentive, specify amount here:

PLUS for Parking Privileges per month \$ _____ \$ _____

PLUS for Additional Appliances per month \$ _____ This discount shall be given in the manner set out in the Rental Application and shall be void and repayable forthwith as rent if Tenant vacates without leave prior to end of term.

PLUS for Air Conditioning per month \$ _____

PLUS for Additional Services per month _____ \$ _____

(specify services and amount for each) _____ \$ _____

Total Monthly Rental payable in advance \$ _____ which shall be due and payable on the first day of each month for the term referred to in paragraph 3 herein.

Rental cheques are payable to _____

Rent paid by anyone other than the Tenant named in this Agreement shall be deemed to have been paid on behalf of the Tenant.

(b) (i) The amounts listed in 4(a) include a Prompt Payment Discount of 2% of the Total Monthly Rental which shall apply during the initial term of this Agreement provided the rent is received at the Landlord's office on or before the date the rent is due. Where rent is paid after the due date the Tenant shall pay the sum of the Total Monthly Rental in 4(a) above, divided by 0.98. The Prompt Payment Discount may, in the sole discretion of the Landlord, be discontinued at any time after the initial term of this Agreement.

(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 the Landlord to record and use information about the Tenant obtained during the course of the tenancy for the purposes of enforcing any term of this Tenancy Agreement and to obtain a Consumer Report in the event the Tenant is in arrears of rent or wishes to renew this Tenancy Agreement.**

(c) (i) All payments herein are to be made by money order or certified cheque only, unless otherwise directed by the Landlord. Acceptance of other forms of payment from time to time by the Landlord, 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 the Landlord, in respect of the dishonoured cheque, the sum of \$ _____ as a service and administrative charge for each such cheque in addition to the aforementioned Monthly Rental.

(d) The Tenant agrees to deposit with the Landlord the sum of \$ _____ 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 the Landlord of interest payable in respect of the deposit herein.

(e) The Administration and Processing Fee referred to in clauses 15 and 16 of this Agreement shall be \$ _____.

(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 the Landlord carrying out its statutory obligations pursuant to the T.P.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.

UTILITIES

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

	Specify Yes or No		Specify Yes or No
Electricity	_____	Hot Water Heater	_____
Water	_____	Cablevision	_____
Gas	_____	Other (Specify) _____	_____
Heat	_____	Other (Specify) _____	_____

The Tenant shall exercise reasonable care and diligence in the use of any utility supplied by the Landlord. The Tenant acknowledges that payment of charges by the Tenant for services as shown above constitutes a rental obligation of the Tenant and any unpaid charges may be collected as rent; furthermore, any money paid by the Tenant to the Landlord, even when specifically identified by the Tenant as "rent", may first be applied by the Landlord to any unpaid charges for the above services, and the Landlord shall have the same remedies in respect of a resulting shortfall in rent as in the case of non-payment of rent. The Tenant also acknowledges that where hydro is currently included in the rent the landlord, in its sole discretion, may at any time choose to meter the Tenant's Rented Premises separately and transfer responsibility for payment of hydro directly to the Tenant based on the Tenant's own consumption. In such an event the Landlord shall reduce the Monthly Rental in accordance with applicable rent control legislation and the Tenant hereby consents to such transfer of responsibility for payment of hydro.

- BANKRUPTCY** 6. In the event of the bankruptcy of the Tenant, the Landlord shall rank as a preferred creditor pursuant to the **Bankruptcy and Insolvency Act** in respect of arrears of rent for a period of three months next preceding the bankruptcy. If the Tenant becomes a bankrupt, the balance of the term of this Tenancy Agreement shall be terminated and the Tenant shall become a month to month tenant subject to all of the terms and conditions of this Tenancy Agreement and subject to the rights of the Trustee. On the day following the date that the Tenant becomes a bankrupt the Tenant's obligation to pay rent shall immediately commence for the balance of the month in which the Tenant becomes bankrupt and, thereafter, rent shall be payable in advance on the first day of each month as provided for in clause 4 of this Agreement.
- CONSENT OF REGISTERED OWNER** 7. The Landlord named herein has the registered owner's authority to execute this Tenancy Agreement on its behalf and may exercise the rights and powers reserved to the Landlord herein; however, in the event the Landlord named herein is not the registered owner but an agent of same, the Tenant covenants not to impose liability for rent rebates or any damages, howsoever accruing, upon the Agent as Landlord and the Tenant shall seek recovery of any such rebate or damages from the registered owner and shall consent to amendments of court documents necessary to ensure that the registered owner is added as a party to such proceedings.
- USE** 8. (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.
- (iii) The Tenant shall not permit the Rented Premises to be occupied by anyone other than the persons listed in clause 1 of this Agreement unless authorized by the Landlord in writing. The Landlord shall be deemed not to have Notice of such occupancy unless the Tenant complied with this term.
- (iv) The Tenant agrees not to permit a sale or auction to be held on the Rented Premises without written consent of the Landlord.
- CONDITION OF PREMISES** 9. The Tenant hereby acknowledges that the Rented Premises, appliances and appurtenances are in clean condition free of visible defects and fit for habitation and use. The Tenant hereby undertakes to notify the Landlord, in writing, within seven (7) days of the commencement of the term of this Agreement, of any defects or deficiencies in the condition of the Rented Premises. The Tenant agrees that there is no promise, representation or undertaking, by, or binding upon the Landlord, with respect to any alteration, remodelling, 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 the Landlord thereafter, reasonable wear and tear excepted.
- REPAIRS** 10. 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.
- CARE OF RENTED PREMISES** 11. The Tenant agrees to keep the Rented Premises in a reasonable state of cleanliness and shall be liable for the costs of repair of damage to the Rented Premises or residential complex caused by the wilful or negligent conduct of the Tenant, other occupants of the Rented Premises or persons who are permitted in the residential complex by the Tenant. The Tenant shall not make any alterations to, or decorate the Rented Premises, without the Landlord's prior written approval and shall, upon termination of the tenancy, remove any alterations and decorating and restore the Rented Premises to the same condition as it was in on the date of commencement of this Tenancy Agreement, reasonable wear and tear excepted.
- MAINTENANCE** 12. The Tenant covenants to advise the Landlord, in writing, of any repairs or maintenance required to be done by the Landlord. It is agreed that any request for maintenance or repairs not made in writing shall not be the subject of any legal proceeding by the Tenant against the Landlord in a court of law or before a tribunal of competent jurisdiction. It is further agreed that, upon written notice to the Landlord of any repairs or maintenance required to be done, the Tenant shall allow the Landlord a reasonable opportunity to effect repairs or maintenance that the Landlord 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 the Landlord to effect any repair or maintenance of the Rented Premises.
- RIGHT OF ENTRY** 13. The Tenant agrees that the Landlord, at the Landlord's sole discretion, shall be entitled to enter the Rented Premises for the purpose of making maintenance inspections, repairs and alterations, including renovations and pest control measures, regardless of whether the Tenant believes such inspections, repairs, renovations or measures are necessary, and the Landlord shall not be treated as a trespasser for the purpose of such entry; furthermore, the Tenant agrees that the Landlord may enter the Rented Premises in the manner specified under the T.P.A. for the purpose of exercising its rights to show or enter the unit hereunder or under the T.P.A. It is further agreed that the Landlord's exercise of a right of entry under this clause shall not constitute a breach of the covenant with the Tenant for quiet enjoyment of the Rented Premises.
- RULES AND REGULATIONS** 14 A. (i) Automobiles shall be parked only in such spaces which the Landlord may designate from time to time and the Landlord shall have the right to reassign such parking spaces from time to time as the Landlord, in its sole discretion, may determine. The Tenant shall furnish the Landlord 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 the Landlord from time to time. The Landlord shall have no obligation to provide parking for more than the number of automobiles specified in paragraph 1 of this Tenancy Agreement. The Tenant shall not assign or sublet any parking space.
- PARKING** (ii) Any parking space allotted to the Tenant by the Landlord may be used only for the purpose of parking one automobile which is regularly operated by the Tenant. Without limiting the generality of the foregoing, it is expressly understood and agreed that the Tenant shall not park or store on the Landlord's property any additional automobile, any automobile which has been abandoned or is inoperable or does not bear any valid license permit, and furthermore that the Tenant shall not park or store on the Landlord's property any commercial vehicle, recreational vehicle, trailer, boat or any other object.
- (iii) In the event that the Tenant contravenes any of the provisions of sub-paragraph 14A.(i) or 14A.(ii) hereof, the Landlord shall have the right to remove the automobile, vehicle, trailer, boat or object, as the case may be, from the property of the Landlord at the Tenant's risk and expense. No action shall lie against the Landlord in replevin, conversion, damages or otherwise as a consequence of such removal and the Tenant shall reimburse the Landlord for any expense which he may incur in removing, storing or disposing of any vehicle, trailer, boat or object.
- (iv) No repairs, cleaning, washing or maintenance to any vehicle shall be carried out on the Landlord's property.
- FIRE** B. (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) Barbecuing on balconies or making of fires shall not be permitted in or about the Rented Premises.
- NOISE** C. The Tenant shall not cause, permit or suffer any noise or interference which is disturbing to the comfort or reasonable enjoyment of the Rented Premises by the Landlord or any other tenant.
- ACCESS** D. (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 the Landlord.
- (ii) The Tenant agrees not to permit or suffer any partition or fences to be erected on, in, or about the Rented Premises.
- (iii) The Landlord shall have the right to limit access to the building by delivery services.
- PAINTING AND ALTERATION** E. (i) The Tenant shall not permit the painting of any portion of the Rented Premises, or erect or cause to be erected any structure in, about, or upon the Rented Premises, or permit or make any alterations or changes in or about the Rented Premises without the prior written consent of the Landlord.
- (ii) Wallpaper shall not be installed without prior written consent of the Landlord.
- (iii) Spikes, hooks, screws, nails, or stick-on hangers shall not be put into or upon any woodwork of the Rented Premises.
- (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.
- ELECTRIC LIGHT BULBS** F. The Landlord shall furnish electric light bulbs in the fixtures and fuses in any panel box installed by the Landlord 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.
- SMOKE DETECTORS** G. The Tenant acknowledges receipt of smoke alarm maintenance information and agrees to immediately notify the Landlord in writing of any damage to or malfunction of any smoke detector supplied by the Landlord and the Landlord agrees to service same, provided:
- (i) the Landlord shall furnish a battery for each smoke detector requiring same at the time the Tenant takes possession of the Rented Premises, which battery shall thereafter be replaced as needed from time to time by the Tenant; and
- (ii) if the malfunction is due to the Tenant's removal of or failure to replace the battery, or tampering or adjustments made thereto or removal thereof by the Tenant or his guests the Tenant shall reimburse the Landlord for any expenses incurred for replacement or servicing of the equipment.
- SHADES AND BALCONIES** H. (i) No awnings, shades, flower boxes, aerials, satellite dishes, 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) 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 other similar items which, in the sole opinion of the Landlord are detrimental to the appearance of the building.

- (iii) The Tenant shall maintain any patio or balcony area forming part of the Rented Premises in a neat and tidy condition at all times to the Landlord's satisfaction and the Tenant shall not install or place carpeting of any kind on the balcony.
- SIGNS I. No signs, advertisements or notices shall be posted or inscribed on any part of the building by the Tenant.
- PETS J. (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 buildings wherein the Rented Premises are situated. Failure by the Landlord to enforce this provision is not deemed a waiver of this provision and the Tenant hereby acknowledges that the Landlord is not estopped from enforcing this provision at any time.
- (ii) The Tenant hereby accepts liability for any and all claims and actions initiated by the Landlord, another tenant, a future tenant or any other person for any injury to any person or damage to any property in or about the Rented Premises as a result of the Tenant or his guests bringing any animal, bird, reptile or pet into the Rented Premises or in or about the building where the Rented Premises are situated.
- VERMIN K. The Tenant shall keep the Rented Premises free from vermin and in so doing shall procure and pay for any professional pest control service which may be necessary from time to time and a failure by the Tenant to comply with this provision shall be deemed to constitute a consent that the Landlord may enter the premises for the purpose of exterminating any such vermin and any costs thereof shall be payable to the Landlord by the Tenant. The Tenant hereby further consents to entry of the Landlord or anyone designated by the Landlord for the purpose of treating the Rented Premises for pest control purposes.
- GARBAGE L. 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 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 the Landlord.
- NOXIOUS SUBSTANCES M. The Tenant shall not bring or permit the bringing or storage of any contaminants or noxious, dangerous or toxic substances into or upon the Rented Premises or any part of the residential complex or lands upon which the residential complex is situated. The Tenant shall be liable to indemnify the Landlord for any damages howsoever caused and any other liability which may accrue at law to the Landlord as a consequence of the Tenant's breach of this term. If a question arises relating to a contaminant or noxious, dangerous or toxic substances, such question will be determined having regard to Ontario or federal law or by a person whom the Landlord believes to be an expert qualified to determine the question.
- DEFECTS N. The Tenant shall give the Landlord 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.
- LAUNDRY ROOMS O. The use of the washing machines and dryers shall be subject to any rules, regulations or Notices posted or provided by the Landlord and no laundry shall be hung in, around, or about any portion of the Rented Premises. Water lines to the washer shall be shut off when the washer is not in use.
- REPAIRS AND REPLACEMENTS P. 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.
- REFRIGERATORS Q. 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. Any damage to the refrigerator shall be paid for by the Tenant.
- APPLIANCES R. The Tenant shall not use any appliance in addition to those supplied by the Landlord including, without limiting the generality of the foregoing, any dishwasher, air-conditioner, washing machine, clothes dryer, and refuse compactor, without first obtaining the written consent of the Landlord and paying to the Landlord the required charge for the use thereof. The Tenant shall properly care for all appliances supplied by the Landlord and notify the Landlord in writing if such appliances require repair; further, any damage to such appliances shall be paid for by the Tenant.
- WATERBEDS S. The Tenant shall obtain, at his expense, appropriate liability insurance for any water bed installed in the Rented Premises and shall provide proof of same to the Landlord prior to installation of any water bed. Further, the Tenant shall be liable for all claims and actions initiated by the Landlord, another 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 water leaking, issuing or flowing from any water bed installed in the Rented Premises.
- MOVING T. (i) Household furniture and effects may be removed from the Rented Premises only at such time and in such manner as prescribed by the Landlord.
- (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 the Landlord for any expenses incurred in repairing any damage so caused.
- LOCKS U. (i) The Tenant shall not alter or add to the locking system on any door giving direct entry to the Rented Premises without written permission by the Landlord. 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 the Landlord gives the Tenant replacement keys.
- (ii) In the event the Tenant or his guest(s) locks himself out of the Rented Premises, the Landlord shall not be obligated to unlock the Rented Premises and the Tenant shall be responsible for all costs of re-entry including, but not limited to, locksmith charges, charges for damages howsoever caused, and any service charge payable to the Landlord if the Landlord agrees to unlock the Premises.
- GENERAL V. (i) The rules, regulations and posted notices governing the use of any additional services by the Landlord shall be observed and adhered to. Such services may include, but shall not be limited to, swimming pools, sauna baths, exercise rooms, recreational areas and similar services which 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, by-laws, or regulations.
- (iii) If the Rented Premises are subject to the Condominium Act, the Tenant agrees to be bound by the Declaration, by-laws, rules and regulations of the Condominium Corporation and the said Act.
- AMENDMENTS W. 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 OF RENTED PREMISES 15. The Tenant acknowledges the right of the Landlord to consent or refuse to consent to the assignment of the Rented Premises. The Tenant covenants not to assign the Rented Premises without first requesting, in writing, and receiving written leave of the Landlord to do so. If the Landlord consents to an assignment of the Rented Premises, the Tenant shall not assign the Rented Premises to a potential assignee without first requesting, in writing, that the Landlord consent to the assignment of the Rented Premises to the potential assignee and receiving the Landlord's written consent thereto, which consent will not be arbitrarily or unreasonably refused; however, the Landlord may charge an administration and processing fee in respect of the expenses associated with the granting of such consent in the amount specified in clause 4(e) herein, per applicant, provided that this covenant shall not be construed to mean acceptance by the Landlord of a prospective assignee. It is further agreed that a request to assign shall be deemed not to have been made until the administration and processing fee has been paid and submitted along with the Tenant's written request. Each written request made under this section or section 16 shall be delivered, personally or by mail, to the Landlord at the address set out on page 1 of this Agreement and where the request is mailed, it shall be deemed to have been made on the 5th day after mailing. No assignment shall occur until the Tenant and Assignee have completed documentation reasonably required by the Landlord in respect of the assignment. Until the assignment occurs, the Tenant shall remain liable for all obligations under this Tenancy Agreement, including the obligation to pay rent. Unless otherwise agreed in writing, the Tenant shall be responsible for finding an acceptable assignee provided the Landlord has first agreed, in writing, to the assignment of the Rented Premises.
- SUBLET OF RENTED PREMISES 16. The Tenant covenants not to sublet the Rented Premises without first requesting, in writing, and obtaining the Landlord's written consent to sublet to the prospective tenant. Where the tenancy is monthly, the Tenant shall not sublet the Rented Premises for a term greater than the remaining days in the month when the sublet takes effect. Where the tenancy is for a fixed term, the Tenant shall not sublet the Rented Premises for a term which ends after the fixed term. The Tenant and Sub-Tenant shall complete documentation, reasonably required by the Landlord in respect of the sublet prior to commencement of the sub-tenancy. In all cases, no consent to a sublet shall be granted by the Landlord unless the Tenant first provides to the Landlord a copy of an executed written sub-tenancy agreement specifying the date of termination of the sub-tenancy and specifying that the sub-tenancy agreement shall not be amended by the parties without first obtaining the written consent of the Landlord thereto, which consent may be unreasonably withheld. The Landlord shall not arbitrarily or unreasonably withhold consent to a sublet; however, the Tenant agrees to pay the Landlord an administration and processing fee in respect of the expenses associated with granting such consent in the amount specified in clause 4(e) herein, per applicant, provided that this covenant shall not be deemed to mean acceptance of a prospective subtenant. It is further deemed that a request to sublet shall not have been made until the administration and processing fee has been paid. 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. It is acknowledged that any rent paid by the subtenant to the Landlord shall be deemed to be paid on behalf of the Tenant but only during the term of the sub-tenancy approved by the Landlord.
- ABANDONMENT OF PREMISES BY TENANT 17. (i) If rent is unpaid after the due date, and if it appears to the Landlord that the Tenant has vacated or abandoned the premises, the Landlord may enter the Rented Premises and, in addition to all other rights reserved to the Landlord, may re-rent the Rented Premises. The 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 furnishings and/or effects, but this clause shall not be construed so as to limit or restrict the circumstances under which the Rented Premises may be deemed to be vacated or abandoned.
- (ii) The Tenant agrees to pay to the Landlord any costs incurred by the Landlord in respect of commission fees, advertising, administrative costs, storage fees, and all costs of redecorating and cleaning, in addition to any arrears of rent and damages, including but not limited to all legal costs on a solicitor and client basis, to which the Landlord is entitled under this Agreement or by law in the course of obtaining vacant possession and re-renting the Rented Premises: it is expressly agreed that recovery of any such sums shall constitute appropriate damages recoverable by the Landlord as a consequence of breach of this tenancy agreement.
- (iii) 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 T.P.A. In the event any of the Tenant's articles, effects, belongings, or furnishings are sold by the Landlord, the proceeds of such sale shall be applied towards any of the Landlord's reasonable out-of-pocket expenses incurred for moving, storing,

securing or selling such property and any arrears of rent and legal costs and disbursements, without prejudice to the Landlord's right to recover any deficiency remaining. It is further agreed that all property in the Rented Premises at the time of re-entry by the Landlord shall be deemed to be the Tenant's property unless the Tenant advises otherwise, in writing, prior to such re-entry.

- LIABILITY 18. Landlord shall not in any event whatsoever be liable or responsible in any way for:
- (i) any personal injury or death that may be suffered or sustained by the Tenant, an occupant, or any member of the Tenants' family, his agents or guests, or any other person who may be upon the Rented Premises or the premises of the Landlord; or
 - (ii) any loss of or damage or injury to any property including cars and contents thereof belonging to the Tenant or to any member of the Tenants' family or to any other person while such property is on the Rented Premises or on the premises of the Landlord; or
 - (iii) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, ground water, rain or snow which may leak into, issue or flow from any part of the Rented Premises or the premises of the Landlord or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter; or
 - (iv) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
 - (v) any damage caused by anything done or omitted to be done by any tenants of the Landlord; or
 - (vi) any damage to or loss of any property left in or on the Rented Premises or the premises of the Landlord subsequent to the Tenant giving up possession of the Rented Premises whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other Tenants of the Landlord, or any other person; or
 - (vii) any damage to or loss of property incurred by the Tenant as a result of an "Act of God", being such as but not limited to, the following: severe storm, lightning, flood, infestation of vermin or insects, etc.
- DAMAGE TO PROPERTY 19. In the event of damage, destruction or disposition of the Tenants' property, which the Tenant believes has resulted from an act or omission of the Landlord, Landlords' Agent(s) or Superintendent, the Tenant agrees to notify the Landlord on the next business day, in writing, 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 the Landlord to inspect it. In addition, where the Tenant proposes to incur expenses which the Tenant believes have resulted from an act or omission of the Landlord, Landlords' Agent(s) or Superintendent, the Tenant shall first notify the Landlord of the intention to incur such expenses and shall permit the Landlord 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 20. 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 the Landlord, the Tenant shall be liable for full payment of rent for the Rented Premises and shall be liable to reimburse and indemnify the Landlord in respect of payments made or liable to be made by the Landlord 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 purposes of the Tenant.
- TERMINATION OF TENANCY AT END OF TERM 21. (a) **IF EITHER THE TENANT OR THE LANDLORD DESIRES TO TERMINATE THE TENANCY AT THE END OF THE TERM OF THIS AGREEMENT, HE SHALL GIVE WRITTEN NOTICE IN ACCORDANCE WITH THE TENANT PROTECTION ACT AND NOT LESS THAN SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THIS AGREEMENT OR ANY STATUTORY OR OTHER RENEWALS THEREOF.**
- (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 provisions of the T.P.A. Should the Tenant effectively deny the Landlord entry rights under the T.P.A. or this Agreement, the Tenant shall compensate the Landlord for any damages he may experience including but not limited to lost rent.
 - (d) If no notice pursuant to this paragraph has been delivered by either party and the Tenant remains in occupation after the end of the termination of this Agreement, the Tenant shall become a monthly Tenant under the terms and conditions herein set out subject to any valid Notice of Rent Increase served by the Landlord and provided that nothing herein contained shall prevent the parties from agreeing in writing to any other terms for the said monthly tenancy.
 - (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 overholding) 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 overholding.
 - (f) The Tenant acknowledges and agrees that he shall give any notice of termination by delivering or mailing same at or to the office of the Landlord only, and not by delivering or mailing same to any agent or employee of the Landlord. The Tenant further acknowledges and agrees that, in the event the Landlord named in this Tenancy Agreement ceases to be the Landlord of the Rented Premises, the Tenant shall deliver any such notices under this Agreement or required by law to the office of the party who is the Landlord at the time the notice is given.
 - (g) The Tenant agrees to vacate the Rented Premises by 1 o'clock p.m. on the final day of this Tenancy Agreement or any renewal thereof.
 - (h) After service of Notice of Termination, the Tenant shall arrange with the Landlord or his agent to complete an "Outgoing Inspection Report", which shall be signed by both parties. Failure to complete an "Outgoing Inspection Report" will be deemed acceptance by the Tenant of the Landlord's copy of same.
 - (i) Upon termination of the tenancy, the Tenant shall give vacant possession and deliver all keys of the Rented Premises to the Landlord. Failure to comply with this provision shall render the Tenant liable to an administration charge in addition to any other liability imposed upon the Tenant by this Agreement or by law.
 - (j) The premises shall be left fit for immediate occupation by the new Tenant, clean, undamaged, and with all furniture and refuse removed. Without limiting the generality of the foregoing, the Tenant shall:
 - (i) 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 the Landlord following the commencement of this 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;
 - (ii) leave broadloomed and tile floors, 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 - coasters shall be used for heavy furniture;
 - (iii) leave the stove, refrigerator and any other appliance in a clean condition inside and outside, and replace any broken, missing or damaged parts before vacating;
 - (iv) clean and defrost the refrigerator, but leave it running at normal setting;
 - (v) remove all contents and refuse from the Rented Premises and leave any storage areas clean and unlocked.
 - (vi) if the Tenant has or has had a pet, the Tenant at his cost shall have a qualified pest control contractor treat the Rented Premises for fleas and other vermin and shall provide the Landlord with the contractor's paid receipt as evidence of the work done.
 - (vii) should the Landlord have to clean or treat the Rented Premises as a result of the Tenant's failure to comply with his obligations under clause 21[(i-vi)], the Tenant shall reimburse the Landlord for all costs incurred in respect of same.
- INSURANCE 22. The Tenant shall, during the entire period of this tenancy and any renewal thereof, at his sole cost and expense, obtain and keep in full force and effect, fire and property damage and public liability insurance in an amount equal to that which the Landlord, acting reasonably, considers adequate. The Tenant agrees to provide to the Landlord, upon demand at any time, proof that all such insurance is in effect and to notify the Landlord in writing if such insurance is cancelled or otherwise terminated.
- The Tenant expressly agrees to indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, 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.
- WAIVER 23. The Landlord and Tenant mutually agree 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 between the Landlord or the Landlord's authorized agent and attached to or endorsed hereon. It is specifically understood between the parties hereto that the Landlord's Janitors, Superintendents and Rental Agents are NOT authorized agents within the meaning of this clause.
- SEVERABILITY 24. 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 thereby and each term, covenant, condition, or provision of this Agreement shall be valid and enforced to the fullest extent of the law.
- RENTAL APPLICATION 25. 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 option of the Landlord.
- GUARANTOR'S LIABILITY 26. In consideration of the execution and delivery of this Tenancy Agreement by the Landlord, the Guarantor, as principal debtor, agrees to execute an agreement made collateral to this Tenancy Agreement which, upon execution by the Guarantor and the Landlord, shall be deemed to constitute a part of and be incorporated into this Tenancy Agreement with the Guarantor deemed to be a party to this Tenancy Agreement. The Guarantor further agrees that liability under the guarantee shall continue until such time as this Tenancy Agreement is terminated and the Guarantor continues to be liable and bound by this Guarantee during any renewals and extensions, statutory or otherwise, of the term of this Tenancy Agreement.

