

RESIDENTIAL TENANCY AGREEMENT

Parties 1. This agreement is made in duplicate between Landlord

Name

Address

City

Phone (work)

Phone (home)

E-mail

Cell Phone/Pager

Tenant(s) _____

Name(s)

Occupants Name all adults and/or children who will occupy the premises

Type of Property: _____

Only those Tenants and occupants named are allowed to live in the premises without written consent of the Landlord.

Premises 2. The landlord will rent to the Tenant and the Tenant will rent from the Landlord the following premises:

Street

City.Town

Postal Code

Email

Cell phone/pager

Emergency
Contact

Next of Kin _____

Phone

Initials:

Landlord's

Tenant(s)

Property Manager
Or Agent

3. The current agent or property manager for the Landlord:

Name

Address

Phone # work

home

E-mail

Cell phone/pager

Who to Serve

4. All notices to terminate or service of documents to the Landlord shall be in writing and serviced in person by registered mail or by any other means authorized by the Director to:

_____ Landlord/Owner and or _____ Property Manager

Agreement Begins

5. The tenancy begins on the 1st day of _____, 20____ and this shall be the anniversary date.

The term is to run from year to year ____, month-to-month _____, and the tenancy continues until the Landlord or the Tenant gives proper notice to terminate.

The tenancy is for a fixed term, beginning on the 1st day of _____ and ending on the _____ day of _____, 20____

Rent

The Tenant will pay rent of \$ _____ per month by cash, cheque or direct deposit.

Rent is due on the 1st day of each month and is payable to:
NATHAN REID HOLDINGS LTD.

The Landlord must give the tenants rent receipts.

_____ Landlord Initials

_____ Tenants Initials

Rent Increase Ontario sets provincial rent guidelines annually, published in August. Rent increase by Landlords can only occur once every 12 months and 90 days written notice is required. These increases must abide by the annual provincial guidelines. If the Landlord wishes to increase the rent beyond the guidelines, an application to the Ontario Rent Tribunal must be filed to obtain permission.

Note: Rent increase rules only apply to an existing tenancy. After the Tenant moves out, the Landlord is able to increase the rent to whatever the market will bear.

Rent Includes 8. The following items, appliances, and services are included in the rent:

Stove ____	Sidyard ____
Fridge ____	Garage ____
Washer/dryer ____	Parking spaces ____
Dishwasher ____	
Backyard ____	
Lawn cutting ____	

Rent Does **NOT** Include

Lawn watering ____	Admin chgs. @ 20.00 each
Snow removal ____	NSF cheques @ 20.00 each
Garbage removal ____	Natural gas ____
Tenant insurance ____	Cable ____
Heat ____	Water ____
Electricity ____	Telephone ____

Proof of Good Standing 9. The Tenants shall keep proof of good standing of the accounts for utilities in Tenants' names (ie cable, telephone, hydro and water) as well as tenant insurance and may be required to provide such proof to the Landlord from time to time.

Pets 10. Pets must be kept under control at all times. The pet must be licensed as required under municipal by-laws. PLEASE READ PET POLICY (ATTACHED)

No Smoking 11. There shall be no smoking in the rental unit.

Inspection 12. The Landlord may inspect the premises upon giving the Tenants 24 hours written notice and such inspection may occur between the hours of 8:30am and 6pm. The purpose of such inspection shall be to ensure the continued good state of repair of the premises and such inspections are in addition to all other rights to entry afforded to the Landlord at law.

_____ Landlord Initials

_____ Tenants Initials

- Tenants Duties 13. The tenants must maintain ordinary health, cleanliness and sanitary standard throughout the residential premises and residential property. The Tenants must take the necessary steps to repair damage to the residential premises and residential property caused by a willful or negligent act or omission of the Tenants or invited guest of the Tenants.
- Deposit 14. A deposit of \$_____ (not to exceed one month's rent) will be collected by Landlord at the beginning of tenancy. This deposit will be put towards the last month's rent by the Landlord.

The Landlord must pay the Tenant interest annually on the rental security deposit in accordance with the residential Tenancies Act.

- Reasonable Rules 15. The Landlord and Tenant promise to comply with the conditions Set out in Schedule "A". The Tenant acknowledges receipt of the rules of the residential premises and residential property, which are attached hereto as Schedule "A".

- Rental Arrears 16. If the rent is unpaid one day after the due date, the Landlord has the right to file an application to the Landlord Tenant Board for rent arrears. If the tenant does not pay the rent within 14 days, eviction can occur.

- Notice to Terminate 17. All notices to terminate must be in writing. The Tenant must give 60 days notice in writing to the Landlord before the rent is due. If it is the Landlord terminating the tenancy, depending on the situation, he or she must allow tenants the following notice periods:
- 14 days for non-payment of rent.
 - 60 days for Landlord's use of property
 - 20 days for cause or conduct

If the Tenant breaches condition of the Landlord Tenant Board, the Landlord can apply to the board without giving the Tenant notice.

Note: A Tenant may not end a fixed term lease until the end of the term. The Landlord can only terminate the fixed term lease based legitimate reasons in the legislation and cannot terminate solely based on the expiration of the fixed term agreement. If the Tenant does not give notice to terminate at the end of the fixed term agreement, the lease automatically goes month-to-month and the Landlord cannot force the Tenant to sign another fixed term lease. All conditions from previous lease will remain the same unless renegotiated between the Landlord and the Tenant.

_____ Landlord Initials

_____ Tenants Initials

18. This Agreement is for the benefit of and is binding on the Landlord and Tenant and their heirs, executors, administrators and assigns.
19. Any or all Tenants signing this lease take full responsibility for all terms and conditions.

_____ Landlord Initials

_____ Tenants Initials

_____ The Tenant has received a copy of the signed Agreement with 21 days of the date of signing of the Agreement.

_____ The Tenant has read, signed, and received the rules and attachments to this Agreement.

_____ Date

_____ Landlord's Signature

_____ Print Name

ANY OR ALL TENANTS SIGNING THIS AGREEMENT TAKE FULL RESPONSIBILITY FOR ALL OF ITS TERMS AND CONDITIONS.

_____ Date:

_____ Tenants Signature

_____ Print Name

_____ Date:

_____ Tenants Signature

_____ Print Name

_____ Date:

_____ Tenants Signature

_____ Print Name

Schedule "A"

The following conditions apply where the relationship of Landlord and Tenant exist, regardless of any agreement, declaration, lease, waiver or other statement to the contrary.

Conditions:

1. Assign or Sublet

The Tenant must not assign or sublet any part of the residential premises to another person.

(a) In the event of bankruptcy of the Tenant, the Landlord shall be ranked as a preferred creditor pursuant to the Bankruptcy and Insolvency Act in respect of arrears of rent for a period next to preceding the bankruptcy.

2. Repairs

(a) Landlord's Duties

The Landlord must provide and maintain the residential premises and residential property in a reasonable state of repair, making the residential premises and the residential property suitable for occupation by a reasonable Tenant. The Landlord must comply with health, safety and housing standard required by law.

If the Landlord is required to make a repair to comply with the above duties, the Tenant may discuss it with the Landlord. If the Landlord refuses to make the repair, the Tenant may apply to the Landlord Tenant Board for the completion and cost of repair.

In the event of breakdown of electrical or mechanical systems the Landlord shall not be liable for damages of personal discomfort that may arise, however, the Landlord shall carry out repairs with reasonable diligence.

(b) Tenant's Duties

The Tenant must maintain ordinary health, cleanliness, and sanitary standard throughout the residential premises and residential property. The Tenant agrees to pay full cost of repairs for any damage to the residential premises and residential property caused by a willful or negligent act or omission of the Tenant or invited guest of the Tenant.

The Tenant agrees that there shall be no repairs or modifications to the original structure of the residential premises and residential property which includes all electrical, mechanical, water and sewer systems without the Landlord's consent except for emergency repairs.

If the Tenant does not comply with the above duties, the Landlord may discuss the matter with the Tenant and may seek monetary order with the assistance of the Landlord Tenant Board for the cost of repairs, serve a notice of termination, or both.

(c) Emergency Repairs

The Landlord must provide the name and telephone number of the designated contact person for Emergency repairs. The Tenant must make two attempts to notify the person designated by the

Landlord, and give a reasonable time for completion of the emergency repairs by the Landlord. If the emergency repairs are still required, the Tenant may undertake the repairs and deduct the cost from the next month's rent, provided a statement of account and receipts are given to the Landlord. The emergency repairs must be urgent and necessary for the health and safety of a person or preservation of property and are limited to:

- i) Major leaks in the pipes or roof
- ii) Damaged or blocked water or sewer pipes or plumbing fixtures
- iii) Repairs to the primary heating system
- iv) Defective locks that give access to the residential premises

3. Occupant and Invited Guest

- (a) The Landlord may not stop the Tenant from having guests in the residential premises under reasonable circumstances. However, only those persons set out in the Tenancy Agreement as "Occupants" may reside in the unit.
- (b) Other than the primary occupants named in the Tenancy Agreement, any guests of the Tenant can stay in the premises for a week to a maximum of 30 days or one month. If the stay is more than 30 days, the Tenant should inform the Landlord 2 weeks prior to the arrival of the expected guests for proper documentation and approval.

4. Parking

- (a) The Tenant agrees that only vehicles registered in the Tenant's and primary occupants ownership are allowed to park in the garage or designated section of the driveway.
- (b) There shall be no junk or non-plated vehicles, boats and trailers parked within the premises for more than seven days (7).
- (c) Vehicles being parked in the premises should be free of fluid leaks to protect the premises from environmental damage. The Tenant is responsible for the cost of repairs caused by leaking vehicles.

5. Locks

Neither the Tenant nor the Landlord may change or add a lock or security device (for example, a door chain) to residential premises unless both agree, or unless ordered by an arbitrator. In an emergency, the Landlord may change the lock on the residential premises and promptly provide the other party with a copy of the new key.

6. Entry of Residential Premises by the Landlord

- (a) For the duration of this tenancy agreement, the residential premises are the Tenant's home and the Tenant is entitled to privacy, quiet enjoyment, and to exclusive use of the residential premises.
- (b) The Landlord may enter the residential premises only if one applies:
 - (i) the Landlord gives the Tenant a notice which states why the Landlord needs to

enter the residential premises and specifies a reasonable time not sooner than 24 hours and entry must only occur from 8:30am to 6pm.

- (ii) There is an emergency
- (iii) The Tenant gives the Landlord permission to enter at the time of entry or not more than one month before the time of entry for a specific purpose.
- (iv) The Tenant has abandoned the residential premises
- (v) The Landlord has the order of a court or the Landlord Tenant Board saying the Landlord may enter the residential premises.

7. Pets and Smoking

If the Tenancy Agreement does not permit pets or smoking in the rental unit, the Landlord has the right to give a Notice of Termination if the Tenant has pets or smokes.

8. Application of the Residential Tenancies Act

The terms of the Tenancy Agreement and any changes or additions to the terms may not contradict or change any right or duty under the Residential Tenancy Act or a regulation made under the act and to the extent that a term of this tenancy agreement does contradict or change a right or duty under the Residential Tenancies Act or a regulation made under that act term of this tenancy agreement is void.

Any change or addition to this Tenancy Agreement must be agreed to in writing and initialed by both the Landlord and the Tenant and must be reasonable. If a change is not agreed to in writing, is not initialed by the Landlord and Tenant, or is not reasonable it is not enforceable.

Landlord's Signature

Date

Print Name

Tenant's Signature

Date

Print Name

Tenant's Signature

Date

Print Name

PET POLICY

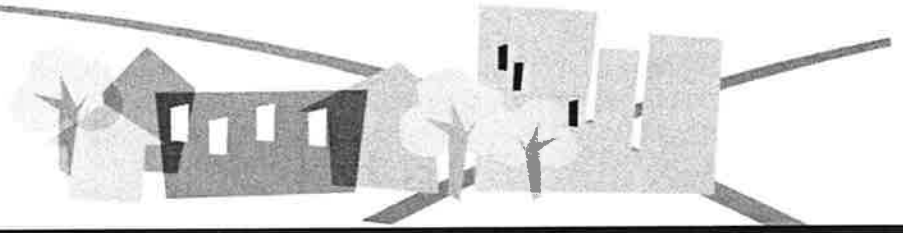
- Pets are not permitted to run at large.
- Pets must be in the care, control and custody of the owner or guardian at all times.
- Tenants are responsible for the immediate removal of any excrement “Stoop and Scoop” left by their pet.
- Tenants are responsible to ensure that their pet does not disturb the reasonable and quiet enjoyment of the premises by other tenants, neighbors and the landlord.
- Tenants are responsible to comply with all municipal bylaws and provincial laws regulating the keeping of pets.
- The tenant is responsible for ensuring that any guest of theirs visiting the unit with a pet complies with the policy.

Tenant

Date

Tenant

Date



Information for New Tenants

Landlords must provide this information to new tenants on or before the date the tenancy begins.

The Law

Most residential tenancies are covered by the *Residential Tenancies Act* (the Act). This law:

- gives landlords and tenants specific rights and responsibilities,
- provides rules for increasing the rent and for evicting a tenant, and
- creates the Landlord and Tenant Board (the Board).

The role of the Landlord and Tenant Board is to:

- inform landlords and tenants about their rights and responsibilities under the Act, and
- resolve disputes between landlords and tenants through **mediation** or **adjudication**, or by providing information.

Tenant Rights and Responsibilities

You have the right to:

- **security of tenancy** - You can continue to live in your rental unit until you give your landlord proper notice that you intend to move out, you and your landlord agree that you can move, or your landlord gives you a notice to end your tenancy for a reason allowed by the Act.

Important: If your landlord gives you a notice to end your tenancy, you do not have to move out. Your landlord must apply to the Board to get an order to evict you and you will have the right to go to a hearing and explain why your tenancy should not end.

- **privacy** – Your landlord can only enter your rental unit for the reasons allowed by the Act. In most cases, before entering your unit, your landlord must give you 24 hours written notice. There are some exceptions, however, such as in the case of an emergency or if you agree to allow the landlord to enter.

You are responsible for:

- **paying your rent** on time.
- **keeping your unit clean**, up to the standard that most people would consider ordinary or normal cleanliness.
- **repairing any damage** to the rental property caused by you or your guests – whether on purpose or by not being careful enough.

You are not allowed to:

- **change the locking system** on a door that gives entry to your rental unit unless you get your landlord's permission.

Landlord Rights and Responsibilities

Your landlord has the right to:

- **collect a rent deposit** – It cannot be more than one month's rent, or if rent is paid weekly, one week's rent. This deposit must be used as the rent payment for the last month or week of your tenancy. It cannot be used for any other reason, such as to pay for damages. A landlord must pay interest on the deposit every year.
- **increase the rent** – There are special rules that limit how often your landlord can increase the rent and by how much. In most cases, a landlord can increase the rent only once a year by the guideline that is set by the Minister of Municipal Affairs and Housing. A landlord must give a tenant at least 90 days notice in writing of any rent increase and this notice must be on the proper form. **Exceptions:** New units, non-profit and public housing units, residences at schools, colleges and universities, and certain other accommodation are not covered by all the rent rules.

Your landlord is responsible for:

- **keeping the rental property in a good state of repair** and obeying health, safety and maintenance standards.
- **providing you with a copy of your written tenancy agreement** within 21 days after the day you signed it and gave it to your landlord. If your tenancy agreement is not in writing, your landlord must give you written notice of their legal name and address within 21 days after your tenancy begins.

Your landlord is not allowed to:

- **shut off or deliberately interfere with the supply of a vital service** (heat, electricity, fuel, gas, or hot or cold water), care service or food that your landlord must provide under your tenancy agreement. However, your landlord is allowed to shut-off services temporarily if this is necessary to make repairs.
- **take your personal property** if you don't pay your rent and you are still living in your rental unit.
- **lock you out of your rental unit** unless your landlord has an eviction order from the Board and the Sheriff comes to your rental unit to enforce it.
- **insist that you pay your rent by post-dated cheque or automatic debit.** These ways of paying your rent can be suggested, but you cannot be refused a rental unit or evicted for refusing to give them.

For More Information

Contact the Landlord and Tenant Board

This brochure provides you with some general information about the rights and responsibilities of landlords and tenants. For more detailed information about your rights and responsibilities or how to resolve a dispute with your landlord, you may:

- visit the Landlord and Tenant Board's website at www.LTB.gov.on.ca or the Landlord and Tenant Board office in your area.
- call the Board at **(416) 645-8080** or toll-free at **1-888-332-3234**. You can get information from these numbers 24 hours a day. You can talk to a Customer Service Representative, Monday to Friday, from 8:30 a.m. to 5:00 p.m.