

## Residential Tenancy Agreement

THIS LEASE dated this \_\_\_\_ day of \_\_\_\_\_, 200

**BETWEEN:**

**Eric Smith**

Address: 45 Cockburn St. P.O Box 983, Ottawa ON K0A 2Z0 Canada

Telephone: (01) 613-838-3560 Cel: (01) 613-913-6400

(the "Landlord")

OF THE FIRST PART

**AND –**

(the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

**Leased Premises**

- 1) The Landlord agrees to rent to the Tenant the house municipally described as 845 Rideauwood Road, (the 'Premises') for use as residential premises only. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.
- 2) No pets or animals are allowed to be kept in or about the Premises without the prior written permission of the Landlord. Upon thirty (30) days notice, the Landlord may revoke any consent previously given pursuant to this clause.
- 3) **Term** The term of the Lease is for 1 week to commence at 12:00 noon on \_\_\_\_\_ until \_\_\_\_\_  
Check out time is 10 AM.
- 4) **Rent** Subject to the provisions of this Lease, the rent for the Premises is \$800.00 per week (the 'Rent').
- 5) The Tenant will make payment of this Lease as follows: 50% upon signing of this agreement and the balance due 2 weeks prior the lease commencement date.
- 6) **Security Deposit** On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$200.00 (the 'Security Deposit').
- 7) The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
- 8) During the Term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  - a) repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls; repainting required to repair the results of any other improper use or excessive damage by the Tenant; unplugging toilets, sinks and drains; replacing damaged or missing doors, windows, screens, mirrors or light fixtures; repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
  - b) any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
  - c) the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Premises or building;
  - d) repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls; and
  - e) any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

- 9) The Tenant may not use the Security Deposit as payment for the Rent.
  - 10) **Quiet Enjoyment** The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.
  - 11) **Inspections** At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers.
  - 12) **Abandonment** If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term.
  - 13) **Governing Law** It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed by the laws of the Province of Ontario.
  - 15) **Severability** If there is a conflict between any provision of this Lease and the applicable legislation of the Province of Ontario (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act.
  16. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.
  - 14) **Amendment of Lease** Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.
  - 15) **Maintenance** The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
  - 16) Major maintenance and repair of the Premises involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.
- Care and Use of Premises**
- 17) The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.
  - 18) The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of others in the area.
  - 19) The Tenant will keep the Premises reasonably clean and dispose of all trash in a timely, tidy, proper and sanitary manner. The Tenant will not engage in any illegal trade or activity on or about the Premises.
  - 20) The Tenant will not drive or authorize the use of any vehicles on the Landlords property. **Tenant understands that there is a septic tank located along side the house on the property.**
  - 21) The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
  - 22) **Hazardous Materials** The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.
  - 23) **Rules and Regulations** The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot and other common facilities that are provided for the use of the Tenant in and around the building containing the Premises.
- General Provisions**
- 24) Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
  - 25) Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.

