

# RESIDENTIAL LEASE

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Katherine M. Paliwoda  
August 11, 2012

THIS RESIDENTIAL LEASE made the \_\_\_\_\_ day of \_\_\_\_\_

Pursuant to the Short Forms of Lease Act and The Residential Tenancies Act, 2006

BETWEEN: \_\_\_\_\_ (the Landlord)

AND: \_\_\_\_\_ (the Tenant)(s)

RENTED PREMISES The Landlord agrees to rent the Tenant(s) \_\_\_\_\_ Suite \_\_\_\_\_ City of \_\_\_\_\_  
(Hereunder referred to as "the rented premises") and the following parking privileges for private passenger automobiles only:  
Area Outside \_\_\_\_\_ Carport \_\_\_\_\_ Garage \_\_\_\_\_ Space Number \_\_\_\_\_

USE OF The Tenant(s) agrees to use the rented premises for residential purposes only and for no other purposes and to abide by the covenants, agreements, rules and regulations of this Lease and any additional terms and conditions set out in a Schedule "A" attached to and forming part of this Tenancy Agreement, and not allow the premises to be occupied by anyone other than the persons listed in this agreement. The Tenant(s) will not do or permit to be done any act on the premises that may be deemed by the Landlord to be a nuisance or that will cause disturbance or inconveniences to any other Tenant(s) of the Landlord. It is understood that only the following may occupy the rented premises:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

TERMS AND RENT The Tenant(s) shall occupy the rented premises, subject to the present Tenant(s) vacating, for the term(s) and rates as follows:  
For a period of \_\_\_\_\_ months commencing the first day of \_\_\_\_\_, 20\_\_\_\_ and ending the last day of \_\_\_\_\_, 20\_\_\_\_ at a monthly rent of \$ \_\_\_\_\_

PRO-RATED RENT In the event the term shall not commence on the first day of the month, Pro-Rated Rent in the sum of \$ \_\_\_\_\_ is to be paid in advance for the period commencing on the day \_\_\_\_\_ to the \_\_\_\_\_, 20\_\_\_\_

RENT DUE Rent is due payable in advance on the first day of each month during the term described above, provided that the first month's rent and/or the pro-rated rent as set out in this Tenancy Agreement is paid and provided that the payment is made in full, the Landlord agrees to grant possession of the rented premises to the Tenant(s). In the event that the aforementioned payment(s) is not made on the date specified, the Tenant(s) shall be responsible for legal costs on a substantial indemnity basis, including but not limited to filing fees, to recover such arrears of rent and any other expenses which may have been incurred.

**UTILITIES & SERVICES**

Where the Tenant(s) is responsible for paying the utility to an outside provider (not the Landlord), the Tenant(s) acknowledge, agree and understand that written confirmation that all such utilities and or services have in fact been transferred into the Tenant(s) name must be provided to the Landlord PRIOR to the Tenant(s) being given possession of the rented premises.

The Tenant(s) further acknowledge, agree and understand that in the event that the Tenant(s) fail to provide the Landlord with the aforementioned confirmations, the Landlord will have the right to refuse to deliver possession to the Tenant(s) on the date set out in this agreement.

The cost of the following services shall be paid as follows:

	Landlord	Tenant(s)		Landlord	Tenant(s)		Landlord	Tenant(s)
Gas	<input type="checkbox"/>	<input type="checkbox"/>	Hot Water	<input type="checkbox"/>	<input type="checkbox"/>	Electricity	<input type="checkbox"/>	<input type="checkbox"/>
Oil	<input type="checkbox"/>	<input type="checkbox"/>	Heater Rental	<input type="checkbox"/>	<input type="checkbox"/>	Parking	<input type="checkbox"/>	<input type="checkbox"/>
Heat	<input type="checkbox"/>	<input type="checkbox"/>	Water & Sewage	<input type="checkbox"/>	<input type="checkbox"/>	Phone	<input type="checkbox"/>	<input type="checkbox"/>
Cable	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>	(Specify) _____		

**INTEREST**

The Tenant(s) agrees to deposit with the Landlord, at the time of completing the Rent Application or Offer to Lease the sum of \$ \_\_\_\_\_

This prepaid deposit is to applied to the last month's rent of the term of this lease or sequent renewals thereof, the Landlord agrees to pay the Tenant(s) interest in accordance with the The Residential Tenancies Act 2006. The Tenant(s) further agrees to increase the said deposit in the amount equivalent to the increase in the rent on an annual basis.

**APPLIANCES**

Stove  Refrigerator  Dishwasher  Washer  Dryer  Air Conditioner   
 Other (specify)

**AGENT**

Where "Landlord" appears it shall be construed as meaning "Agent", where the contract so requires. As such, all rent, notices and correspondences shall be sent to the following:

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**1. RIGHT OF ENTRY**

The Tenant(s) agrees that in addition to the rights of entry provided for under the Residential Tenancies Act, 2006, at the sole discretion of the Landlord, the Landlord shall have the right to enter the rented premises for the purpose of viewing the premises by prospective Realtors, for the purpose of listing the rented premises for sale, to hold open houses, to conduct an appraisal, to obtain quotes for renovations and or repairs, to conduct fire inspections and to determine the condition of the rented premises at any time, including outgoing inspection at the end of the tenancy. The Landlord has the right of entry for the aforementioned reasons provided the Landlord gives to the tenant the required notice in accordance with Section 27 of the Residential Tenancies Act, 2006.

"It is agreed between the parties that the Landlord's of a Right of Entry under this clause shall not constitute a breach of the covenant with the Tenant(s) for quiet enjoyment of the Rented Premises. For repairs requested to be done in the absence of the Tenant(s), the Tenant(s) must provide a written request and provide a written consent for the Landlord or the Landlord's Agent to enter the Rented Premises".

2. PEST CONTROL The Tenant(s) also agrees to permit the access by an exterminator upon request and notification of the Landlord for the purpose of controlling pests and vermin. The Tenant(s) further undertakes to co-operate with the Landlord and his/her employees, agents, servants and sub-contractors in their efforts to deal with this problem.
3. MAINTENANCE The Landlord covenants to keep the premises in good state of repair but make no promises to alter, decorate, or install appliances or fixtures, upon or in the rented premises and REPAIRS except as set forth in this Lease Agreement. The Landlord shall be entitled to enter the rented premises to view the state of repair or to make necessary repairs provided such entry is made in accordance with the The Residential Tenancies Act 2006.
- The Landlord shall carry out repairs with reasonable diligence in the event of a breakdown of the electrical or mechanical systems. The landlord may, at his/her option, in the event that the rented premises are destroyed or so damaged as to be unfit for occupancy.
- (a) terminate the Tenancy Agreement, and in such an event shall be payable by the Tenant(s) to the date on which the destruction or damage occurred;
- (b) continues the Tenancy Agreement and restores the premises with due diligence. In such an event, rent shall abate until, in the opinion of the Landlord, the rented premises are restored to a state in which it is suitable for habitation.
- In the event the Landlord chooses to continue the tenancy, the Tenant(s) agrees that there shall be no obligation on the part of the Landlord to provide an alternate place of residence for the Tenant(s) during the period required for restoration of the premises.
- The Tenant(s) has inspected and knows the condition of the rented premises and deems them to be in good order subject to any deficiencies that are recorded in writing by the Tenant(s) to the Landlord or the Superintendent, where applicable, on the incoming inspection report form.
- The Tenant(s) that he/she will not install his own appliances, fixtures, window coverings, carpet, or air conditioner without first having obtained the written consent of the Landlord. Should permission be given, the Tenant(s) shall be responsible for safe storage of the Landlord's chattels, their replacement upon termination of the Tenancy and all costs of any damages incurred by any removal or re-installation covenants that he/she will not alter, remodel or relocate the rented premises except by way of repair without the written consent of the Landlord and the Tenant(s) understands that any improvements shall become property of the Landlord; covenants that he/she will indemnify the Landlord and any other Tenant(s) against any loss, costs, or damage by reason of neglect, carelessness or injury caused by him/her, any member of his/her household or any guest or any other person on the rented premises with his/her consent or by reasons. If non-occupancy covenants than he/she will give the Landlord immediate notice of fire or smoke damage or any other accident or any other defects in water, gas, oil, or electrical systems; covenants to keep the rented premises in the same condition he/she received the rented premises in, clean and fit for re-occupation by a new Tenant(s).
4. PARKING ALLOCATION The Landlord shall have the right to re-allocate parking spaces when he/she deems necessary and to remove, at risk and expense to the Tenant(s), any vehicles not meeting the requirements of rules and Regulations of the Lease. The Tenant(s) shall have no recourse for damages against the Landlord resulting from such removal.
5. ABANDONMENT If the Tenant(s) abandons the premises before the end of the term, the Landlord shall have the right at any time and from time to time to take possession thereof and re-let the same to any person on such terms as the Landlord may deem advisable and the Tenant(s) shall remain fully liable on this Lease. Any furniture and effects on the premises by the Tenant(s) at the time of abandonment shall be stored by the Landlord for a period of 30 days.
6. CHARGE FOR STORAGE If the Tenant(s) agrees that the Landlord will be entitled to charge for such storage the sum of \$30.00 per day and that the storage costs of the Landlord shall entitle it to a lien under the Warehouseman's Lien Act.

7. NOTICE OF  
TERMINATION

If either the Tenant(s) or Landlord wishes to terminate this Tenancy Agreement at the end of term set out herein, the he/she must be give written notice to that effect signed by all Tenant(s) named in this agreement, and deliver said notice in accordance with The Residential Tenancies Act 2006, NOT LESS THAN SIXTY (60) DAYS prior to the expiration date of this Tenancy Agreement.

If either party fails to give the other such notice and the Tenant(s) continues in possession of the Rented Premises after the expiration of the term of this Agreement, then the Tenant(s) shall be deemed to be a month to month Tenant(s) bound by the same terms and conditions as set out in Tenancy Agreement.

That the Tenant(s) acknowledges and agrees that he/she must give the landlord not less than Sixty (60) days notice to vacate the rented premises before the date that termination is specified to be effective and such notice shall be effective on the last day of the month of occupancy. The Tenant(s) further acknowledges and agrees that once he/she becomes a month to month tenant, the right to sub-let or assign is forfeited. When all articles are removed from the rented premises the Tenant(s) acknowledges and agrees that an inspection of the rented premises will be carried out by the Landlord and the Tenant(s). The Tenant(s) further acknowledges and agrees that he/she will leave the premises fit for occupancy by the new Tenant(s) clean and undamaged. The Tenant(s) also acknowledges and agrees that should the Landlord have to clean or repair the rented premises as a result of the Tenant's failure to do so, the tenant shall pay all costs of cleaning and or repair incurred by the Landlord.

That after Notice of Termination has been given by either party, the Landlord has the right to show the rented premises to prospective Tenant(s) between the hours of 8:00 am to 8:00pm and should the Tenant(s) deny or interfere with the Landlord's right to show the premises to prospective Tenant(s), the tenant shall be held liable and responsible and must compensate the Landlord for any rent lost as a result.

8. SUBLET/  
TERMINATION

The Tenant(s) is responsible for finding a sub-tenant acceptable to the Landlord.

(a) The Tenant(s) covenants not to assign or sub-let the Rented Premises without leave. The Landlord agrees not to arbitrarily or unreasonably withhold permission to sublet the rented premises and agrees not to charge for such permission other than reasonable out of pocket expenses per applicant provided that this consent shall not be construed as to mean an automatic acceptance of a prospective assignee or sub-tenant who would not otherwise have been acceptable as a Tenant(s). Unless the Landlord consents thereto in writing, The Tenant(s) acknowledges that the Landlord is not an Agent of the Tenant(s). Any sublet of this Tenancy Agreement is solely for the benefit of the Tenant(s) and expressly not for the benefit of the Landlord, therefore the Tenant(s) shall remain responsible for all terms and conditions set out in this Tenancy Agreement including but not limited to payment of rent.

(b) Notwithstanding and sub-letting of the Rented premises, the Tenant(s) shall not be relieved from the covenants, conditions and agreements contained in this Tenancy Agreement.

9. ASSIGNMENT

The Landlord has, at his/her sole discretion, the right to refuse to allow the Tenant(s) to assign the rented premises. The Landlord is entitled to withhold consent to pursuant to the Residential Tenancies Act, 2006.

10. OVERHOLDING

In the event that the Tenant(s) is obligated to vacate the rented premises on or before a certain date the Landlord has entered into an agreement with a third party to rent, purchase or mortgage the rented premises thereafter to such a third party and the Tenant(s) fails to vacate the rented premises on or before the specified date therefore incurring losses to the Landlord or causing the Landlord to be liable to such third party, then the Tenant(s) will, in addition to all liability to the Landlord for such overholding, indemnify and save harmless the Landlord for all losses suffered thereby, including without limiting the generality of the foregoing damages for loss of transaction, moving and storage expenses, alternate accommodation including the accommodation, and other liability which the Landlord may have to each third party as a result of such overholding.

11. TENANT VS TENANT The Tenant(s) hereby acknowledges and agrees that in case any Tenant(s) wishes the landlord to proceed against any other Tenant(s) for any breach of these rules, the Tenant(s) will pay the cost of such proceeding on a solicitor/agent basis if the Landlord agrees to commence such proceedings.
12. LIABILITY The Landlord shall not in any event whatsoever, be liable nor responsible in any way for personal injury, discomfort or death that may be suffered or sustained by the Tenant(s), any member of his/her family or household, any guest or other person's) on the Rented Premises, the premises of the Landlord Corporation, or, for any loss of or damage to any property including vehicle(s) and contents thereof, belonging to the Tenant(s), or any member of the Tenant's household, any guest or other persons while said property is on the Rented Premises or the premises of the Landlord or Condominium Corporation. In particular, but without limiting the generality of the foregoing, the Landlord shall not be liable to any damage to any such property or damage or discomfort to any person caused by, burst, malfunction or leak in water, steam, sprinkler, drainage pipes or plumbing works, a sack of heat or hot water during repair of the property, the condition or arrangement of any electrical or other wiring, anything done or entitled to be done by any other Tenant(s) of the Landlord or by the Landlord, his/her servants, agents, or workmen, malfunction of the elevator, acts of negligence by any owners or occupants of the adjacent property, any steps taken to eliminate vermin.
13. REPRESENTATION BY TENANTS If the Tenant(s) has given any inaccurate information to the Landlord in the Offer to Lease, Rental Application, or this Tenancy Agreement, the Landlord shall be entitled to terminate this Lease Agreement.
14. BREACH OF COVENANT Should the Landlord or Tenant(s) be in breach of any convent, except for the covenant to pay rent, the effected part must give written notice of such breach within thirty (30) days of the breach coming to his/her attention and provide the offending party a reasonable period to remedy the breach. If the breach is remedied, there shall be no further liability for the breach and if no such written notice is given, neither party shall have any remedy for the illegal breach. The Landlord shall not be deemed to have waived his rights under this Lease Agreement if it condones, excuses or overlooks any breach of the terms of this Lease by the Tenant(s) and the Landlord's right in respect of any such continuing or subsequent breach shall not be affected. All rights and remedies herein contained of the Landlord shall not be deemed to be alternative.
15. CHANGE TO LEASE Not withstanding any terms or conditions outlined in this preprinted portions herein, any provisions written or typed unto this Lease that are inconsistent with the, pre-printed portion shall supersede the pre-printed portion with respect to the said inconsistent terms, provided the changes are initialed by all parties to this agreement.
16. NOTICES All notices shall be given in accordance with the provisions of the Residential Tenancies Act, 2006 and any subsequent amendments unless otherwise stipulated. Either party shall give notice of termination at the end of the term in writing not less than 2 calendar months prior to the expiration of the term, which termination shall be specified to be effective on the last day of the term. The Tenant(s) agrees to vacate the premises no later than noon on the last day of term. All Tenant(s) listed on this agreement must sign any notice given.
17. GENDER This document shall be read with all changes of gender or number required by content.
18. HEIRS and ASSIGNS The heirs, executors, administrators, successors and assigns of the undersigned are hereby bound by the terms of the Residential Tenancies Act, 2006.

19. VACANT POSSESSION If the Landlord is unable to give vacant possession of the premises on the date of the commencement of the terms for any reason beyond the Landlord's control, this Lease shall be terminated. The Landlord shall not be held liable for any damages suffered by the Tenant(s) as a result of any such termination. Any monies received by the Landlord shall be returned in full without interest or deductions.
20. TYPE OF PREMISES It is understood that this Lease has been drawn to cover several types of premises and that anything in this Lease which is inconsistent with the type of premises being rented herein shall not apply.
21. OTHER TERMS Any other terms, not set out in this pre-printed lease agreement, shall be set out in writing, be attached to and form part of this tenancy agreement as a "Schedule A" and must be signed and initiated by all parties to the aforementioned tenancy agreement in order to be a legally binding.

### RULES AND REGULATIONS

22. RULES and REGULATIONS The Tenant(s) covenants and agrees to comply with all the Rules and Regulations attached to and forming part of this Lease and further reasonable rules and regulations as in the Landlord's judgment may from time to time be needful. All Rules and Regulations shall apply to the Tenant(s), any member of his family or household, and any guest or other person on the rented premises.
23. N.S.F. FEES The costs incurred by the Landlord as a result of the handling of an NSF cheque given by the Tenant(s), shall be paid for by the Tenant(s). The amount shall be the actual cost incurred by the Landlord for any charges made by the Landlord's bank and a \$ 20.00 administrative cost. All of such overdue accounts and charges for dishonored cheques shall be an obligation of the Tenant(s) in default.
24. COMMON AREAS The sidewalks, halls, elevators, passageways and stairways shall not be obstructed by any Tenant(s) or Tenant's property. The use of the common areas is for any purpose other than for ingress and regress to and from the Tenant's unit/rental property without notice. Any personal property left in the aforementioned areas may be removed and disposed of by the landlord without notice to the tenant.
25. CLEANLINESS No goods, garbage, papers, sweepings or other refuse shall be thrown or swept out of the windows or doors or upon the courts, balconies, stairways, passages, halls, landings or skylights.
26. MOVING Household furniture and effects shall not be taken into or removed from the rented premises except at such times and in such manner as may be previously consented to and approved by the Landlord. No goods, chattels, fixtures or other items that might overload the floors of the rented premises shall be brought into the said premises nor shall items be moved on, in or over floors, sidewalks, stairs, steps, lawns or other property of the Landlord so as to damage same. The Tenant(s) agrees not to use the elevators for moving goods without the prior consent and arrangements with the Superintendent. Tenant(s) will be held responsible for any damage caused by movements of their items in, out of or about the rented premises.
27. FIRE EXITS Tenant(s) shall not encumber the fire escapes, nor shall the floors, skylights and windows that reflect or admit light into passageways or into any place in the building be covered or obstructed by any of the Tenant(s); and no awning shall be put up over a window without the consent of the Landlord.

28. WATER APPLIANCES The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed and no sweeping, garbage, rubbish, rags, ashes, cat litter, diapers, sanitary products or other substances shall be thrown therein. Any damage resulting to them from misuse or from unreasonable use shall be borne by the Tenant(s) who or whose family, guest, servants, clerks, or agents shall cause it.
29. WALLPAPER No sign, advertisement, lettering or notice shall, without the consent of the Landlord, be inscribed, PAINT, SIGNS ETC. painted or affixed on any part of the outside of the rented premises, or inside of the rented premises. No spikes, hooks, screws or nails shall be put into the walls, doorways or any woodwork of the premises nor shall anything be done which may decay or discolour the walls, woodwork or doorways. No wallpaper or paint shall be applied to any portion of the rented premises without the consent of the Landlord in writing.
30. ANTENNAS SATELLITE DISHES No antenna, satellite dish or other wireless apparatus shall be erected or used in the rented premises or other part of the building without the previous consent of the landlord and any damages that may be caused at any time by the use of such apparatus to the rented premises, the building or other occupants shall be paid by the Tenant(s).
31. LANDLORDS FIXTURES Drapes, blinds, carpeting, broadloom, appliances, air conditioner units or other similar types of fixtures provided by the Landlord shall not be removed by the Tenant(s) or disconnected from the windows, walls, floors, or electric circuits of the rented premises without the prior written approval of the Landlord.
32. OPEN WINDOW All Tenant(s) must observe strict care not to allow their windows to remain open so as to admit rain, or snow so as to risk the freezing of plumbing, heating or other facilities. For any injury caused to the property of other Tenant(s) or to the property of the Landlord by such carelessness, the Tenant(s) neglecting this rule will be held responsible for all costs and damages.
- Where the Landlord is responsible for the payment of the utilities for the rented premises pursuant to this Lease Agreement, the Tenant(s) shall not leave windows open while the premises being heated so as to increase the Landlord's heating costs. Such action on the part of the Tenant(s) shall be deemed to be a breach of obligations by the Tenant(s) and termination of the Tenancy Agreement may result.
33. LOCKS Tenant(s) shall be responsible for keeping locks and trimmings whole in or upon the doors and windows of the rented premises; wherever any part thereof shall become lost or broken the same shall immediately be replaced or repaired under the direction and to the satisfaction of the Landlord and shall be paid for by the Tenant(s) responsible. No additional locks shall be placed upon or on any door without the prior written consent of the Landlord. In such cases the additional locks installed become the property of the landlord. Further, the Tenant(s) agrees to deliver to the Landlord only, all keys held for the rented premises or in connection therewith on the termination of this Tenancy Agreement. The Tenant(s) acknowledges that any alteration of the locks on or about the rented premises is without the consent of the Landlord in contravention of the Residential Tenancies Act, 2006 and that termination of this Tenancy Agreement may result along with any other remedies or penalties provided for under the Residential Tenancies Act, 2006 may be applied for by the Landlord.
34. FIRE/HEALTH RISK No Tenant(s) shall do or permit to be done in or about the rented premises or the Landlord's property, or bring or keep anything which will in any way increase the risk of fire or the rate of fire insurance on the rented premises or the building, or on property kept therein, or obstruct or interfere with the rights of other Tenant(s) or in any way injure or annoy them, or conflict the laws relating to fire or with the regulation of the Fire Department or with any insurance policy upon the rented premises of the building or any part thereof, or conflict with any of rules and ordinances of the Health Department or with any statute or municipal by-law.

35. BARBECUES The Tenant(s) shall not be permitted to barbecue on the balcony of the rented premises. No propane tanks shall be brought into or stored on or about the rented premises.
36. COOKING No cooking shall be done on the premises unless there is a kitchen on said premises provided by the Landlord, in which case cooking shall be done only in the said kitchen. Cooking prohibited on balconies.
37. EXTERIOR Nothing shall be placed on or hung from the outside of window sills, balconies or projections. Balconies or patios shall not be used for the hanging or drying of clothes, for cooking or barbecuing, for storage or the cleaning of mops or carpets.
38. BICYCLES No bicycle shall be admitted or carried into the rented premises or the building through the main public entrance, nor upon the walks in the court, nor into the elevators.
39. WATER CONSERVATION The Tenant(s) shall not allow any waste of water in the rented premises or allow the water to be left running unless it is in actual use. It is an obligation of the Tenant(s) to immediately report any defects in taps and or water closets.
40. GARBAGE All garbage is to be tightly wrapped and tied and placed in chests or pail for that purpose as directed by the Landlord. Garbage must be removed from the rented premises by the Tenant(s) and it must be placed in the chutes, pails or designated area for garbage at least once a day during hours to be arranged with the Landlord.
- Garbage is not to be placed out for collection any earlier than provided for by the municipal by-laws
41. DISTURBANCES Tenants, their families, guests, visitors and servants shall not make or permit any noises at any time in the rented premises or the building, or do anything that will annoy or disturb or interfere in any way with other Tenants or those having business with them.
42. APPLIANCES Tenant(s) shall not bring into the rented premises or into the building any stove, refrigerator, washing machine, clothes dryer, dishwasher or air conditioner without written approval from the Landlord. If the Tenant(s) does supply his own appliances, he/she shall be solely responsible for any costs incurred or damage caused to the rented premises by his/her installation of said appliances and their subsequent removal from the rented premises. Block heaters, in-car heaters and battery warmers for motor vehicles shall not be connected to any domestic electrical outlet. The Tenant(s) shall not install in the premises additional heating units or additional electrical circuits, nor shall the Tenant(s) overload existing electrical circuits.
43. PETS No Tenant(s) shall keep nor bring into the rented premises or the building any pet which is deemed to be inherently dangerous to the safety of the Landlord or the other Tenants. No Tenant(s) shall keep or permit to be brought into the rented premises any animal/pet which interferes with the reasonable enjoyment of the premises for all usual purposes by the Landlord or other suffer a serious allergic reaction. The Tenant(s) is responsible for any and all damage caused as a result of the keeping of a pet on or about the rented premises, including any rental revenue loss the Landlord may experience should the tenancy end in an eviction as a result.

44. **CONDITION OF UNIT** The Tenant(s) shall at all times keep the rented premises in a proper state of cleanliness and the premises must be left clean and in good condition at the expiration of the term.
45. **NOISE** No noise, at any time, caused by any instrument or other device which, in the opinion of the Landlord is likely to disturb the comfort of the other Tenant(s), shall be permitted by the Tenant in the rented premises; nor shall any noise whatsoever be repeated or persisted in after request to discontinue the same shall be made by the Landlord or his/her agent.
46. **NO SALE OR AUCTION** No sale or auction of any kind shall be held in or about the rented premises without the prior written consent of the Landlord.
47. **GARAGE DOORS** Garage doors must be closed after the Tenant(s) has entered or left the garage and must be kept closed when not in use.
48. **ENTRANCE DOORS** Entrance doors to rented premises shall remain closed except during ingress and regress.
49. **BABY-SITTING** The providing of day care for children or "baby-sitting" on a regular basis is deemed by the Landlord as a business and is thus prohibited under the terms and conditions of the Tenancy Agreement.
50. **BULBS/SMOKE DETECTORS** The supply and replacement of electric light bulbs and fuses within the rented premises is the responsibility of the Tenant(s) after taking possession of the rented premises. The Landlord will ensure that the smoke detector(s) are in good working order upon move-in and after such the Tenant(s) must maintain the smoke detector and its battery in working order. The Tenant(s) further agrees to immediately advise the Landlord of the non-functioning of such smoke detector device(s), except when it results from the failure and or non-replacement of the batteries. The Tenant shall indemnify and save the Landlord harmless from all damages, causes of action, actions, costs and any other judicial proceedings commenced against it resulting from the Tenant's failure to comply with the aforementioned obligation.
51. **FLOOR COVERINGS** The Tenant(s) agrees that where the Landlord is not required to provide for carpeting in the rented premises that the Tenant(s) is responsible for and that the Tenant(s) will assure that all floors shall be covered by carpets, rugs, broadloom or other soft covering so as to suppress any noise that might disturb other Tenants or occupants. No rubber backed carpeting or floor covering shall be used on wood or parquet floors. Damage created from the removal of floor coverings shall be the responsibility of the Tenant(s).
52. **INSURANCE** The Tenant(s) shall maintain all appropriate insurance to cover any liability hereunder and any liability of the Tenant(s), the Tenant's household, guests or visitors, including property and public liability insurance.
53. **DISEASE** In the event of contagious or infectious disease developing, the Tenant(s) agrees to have the patient or patients removed forthwith from the premises and to have the rented premises fumigated or treated immediately in accordance with any by-laws or regulations in force relating to the disease.

54. LEASED PREMISES ONLY The Tenant(s) and the Landlord acknowledge and agree that the rent paid during the term of the tenancy is related solely to occupancy of the premises and parking space(s) referred to in this agreement, but no part of the rent shall be allocated to any recreational or other amenities or commercial area or their state of completion or the furnishings therein installed.
55. SHARED FACILITIES Tenants shall have the right in common with other Tenants in the building to use the swimming pool, and other recreational facilities in the building in which the rented premises are situated, but shall strictly observe the Rules and Regulations for the operation of the swimming pool and the recreational facilities which are posted from time to time.
56. LAUNDRY EQUIPMENT The Tenant(s) shall be entitled to use at his own risk and expense the coin operated washing and drying machines installed in the building laundry room provided for the convenience of all Tenants and shall strictly observe the Rules and Regulations posted from time to time by the Landlord.
57. PARKING LIMITATION Only private automobiles will be parked in spaces allotted to them from time to time by the Landlord and not in any other parking spaces unless authorized in writing by the Landlord. The Landlord will be furnished with such information as may be required to identify each automobile. The Tenant(s) will affix to his automobile such marker as may be designated by the Landlord. Without limiting the generality of the foregoing, the Tenant(s) agrees that the Landlord shall not be liable for any damages whatsoever caused by water, salt, or other substance which may leak, seep or fall on or about the said parking space's.
58. VALIDITY In the event that any paragraph of this Tenancy Agreement shall be invalid or unenforceable, then such paragraph or portion thereof shall be severed from the rest of a this Tenancy Agreement which shall remain valid and enforceable.
59. ADDITIONAL RULES The 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 required for the safety, care and cleanliness of the premises and for the preservation of good order therein, and the same, as well as the above Rules and Regulations, shall be kept and observed by the Tenants, their families, visitors, guests, clerks, and servants.
60. PROPERTY TAXES The Landlord will pay all real property taxes with respect to the premises which may be assessed against the Landlord; provided if the premises are anytime, during the term of this Agreement, assessed by reason of designation by the Tenant(s) for school purposes, other than public school purposes, the Tenant(s) shall pay to the Landlord forthwith upon demand the amount of any increase and the said tax that is required to be paid by the Landlord with respect to the premises, over and above that amount which the Landlord would have been required to pay if the said premises had been assessed for the support of public schools.
61. BANKRUPTCY In the event of the bankruptcy of the Tenant(s), the Landlord shall rank as a preferred creditor pursuant to the Bankruptcy Act in respect of arrears of rent for a period of three (3) months rent proceeding the bankruptcy; following the date of bankruptcy, the Landlord shall rate as a preferred creditor in respect of accumulated arrears for use and occupation of the Rented Premises until sixty (60) days following the date that the Tenant(s) gives vacant possession to the Landlord, or until the Rented Premises are re-rented, which ever is earlier. Any arrears following the date of bankruptcy are to be calculated on the basis of 1:6333 per diem of the total amount payable under the Tenancy Agreement pursuant to clause 4.

