

THIS TENANCY AGREEMENT is made in duplicate on the 25<sup>th</sup> day of August 2014.

01.01 **RELEVANT STATUTES**

This Tenancy Agreement is prepared with the following Statutes and Regulations thereunder:

The Short Forms of Leases Act. R.S.O 1990 c.s.-11  
The Residential Tenancy Act of Ontario

all as amended to 31 January. 2007

01.02 **SUBSEQUENT CHANGES**

Any changes in the above Statutes and Regulations made thereunder to 31 January. 2007 shall be deemed to be incorporated into this Tenancy Agreement.

01.03 **SEVERABILITY**

Any parts of this agreement which are rendered invalid by such changes shall be deemed to be severable and shall not invalidate any other parts of the agreement.

02. **PARTIES TO THIS TENANCY AGREEMENT**

02.01 This agreement is made

**BETWEEN: 804503 Ontario Ltd.**

By its Agent  
Limestone Property Management

Referred to as the LANDLORD, of the first part:

-and-

Adam Saifer

referred to as the TENANT, of the second part:

-and-

referred to as the TENANT'S GUARANTOR, of the third part.

03. **PROPERTY WHICH IS THE SUBJECT OF THE TENANCY**

03.01 **RENTED PREMISIES**

In consideration of the rent stipulated elsewhere in this Tenancy Agreement and of the covenants and agreements hereinafter set out the Landlord rents exclusively to the Tenant,

Name: Adam Saifer

Street #, Name & Unit #: 255 Bagot Street #302

City: Kingston, ON

Postal Code: K7L 3G4

To be used solely and exclusively as a private residence, in accordance with the Tenant's representations set out in section 6 of this Tenancy Agreement.

04. **TERMS OF THIS TENANCY AGREEMENT**

04.01 **INITIAL TERM**

The Tenant will occupy the rented premises for a period of one year (12 months), starting on the 1<sup>st</sup> day of October 2014, and ending on the last day of September 2015.

04.02 **STATUTORY TENANCY**

Pursuant to the Residential Tenancy Act of Ontario, at the end of the term set out above, the tenancy will continue as a monthly tenancy, subject to the terms and conditions of this Tenancy Agreement until terminated by notice given in accordance with the appropriate sections of the Residential Tenancy Act of Ontario.

05. **RENT AND OTHER PAYMENTS**

05.01 **RENT PAYABLE**

The rent to be paid by the Tenant to the Landlord for this Tenancy Agreement is \$1025.00 per month commencing on the first day of October 2014.

05.02 **DEPOSIT FOR THE LAST MONTHS RENT**

Pursuant to the Residential Tenancy Act of Ontario, the Tenant agrees to deposit with the Landlord the sum of \$1025.00, which shall be applied in payment of the rent for the month immediately preceding the termination of this tenancy. – *received August 25, 2014 ck#029*

05.03 **INCREASE IN DEPOSIT**

Should the monthly rent be legally increased during the tenancy the Tenant agrees to deposit with the Landlord an additional amount equivalent to that of the rental increase. Such payment is to be made on or before the effective date of the increase.

05.04 **INTEREST ON DEPOSIT FOR LAST MONTHS RENT**

Pursuant to the Residential Tenancy Act of Ontario, the Landlord agrees to pay interest on the sum deposited against the last month's rent as increased from time to time at the percentage rate of the annual rent increase guideline as determined by The Residential Tenancy Act of Ontario per year or may be otherwise provided.

05.05 **APPLICATION OR PAYMENT OF INTEREST ON DEPOSIT**

The Tenant agrees that so long as the tenancy continues the Landlord may apply such interest against any increases in the deposit resulting from increases in the rent, paying any excess to the tenant.

05.06 **N.S.F. AND RETURNED CHEQUES**

The Tenant agrees that if any cheques are returned by the bank N.S.F. or for any other reason, the tenant will pay to the Landlord a service charge of \$40.00 to compensate the Landlord for extra bookkeeping and record keeping resulting therefrom and will also reimburse the Landlord on demand for any bank charges or other expenses incurred by the Landlord. The tenant agrees that if any cheques are returned N.S.F or for any other reason, all future payments shall be by cash, money order or certified cheques unless the Landlord agrees in writing to continue to accept uncertified cheques.

05.07 **UTILITIES – COST TO BE THE TENANT(S)**

The Tenant agrees, where applicable, to enter into an agreement with the appropriate agencies prior to taking possession of the premises for the supply of electrical power, cable TV or any other facilities paid by the Tenant. The Tenant agrees to be responsible to these agencies for all charges in relation to the supply of the aforementioned utilities during the occupancy of the premises by the Tenant.

05.08 **TAXES**

The Landlord agrees to pay all taxes, rates, duties and assessments whether municipal, parliamentary or otherwise which during the said term or any renewal thereof, may be charged upon the demised premises or upon the Landlord or Tenant in respect thereof.

05.09 **LOSS OF KEYS OR ACCIDENTAL LOCK OUT**

The Tenant agrees that, in the event that the keys provided to them by the Landlord are misplaced, the cost of the replacement shall be the sole responsibility of the Tenant. Furthermore, if for any reason, the Landlord has to provide access for the Tenant, to the unit mentioned herein (i.e. locked out), the following will apply; If the Tenant has roommate(s), the Tenant must first attempt to contact any roommate(s) to gain entry into the unit. If the Tenant cannot reach their roommate (s) or does not have a roommate (s) and it is during office hours (Monday to Friday, 7:00am to 4:00pm), the Tenant may contact the office by telephone at 613-530-3340 and the Landlord will meet the Tenant at the Tenant's unit to provide the Tenant with access to the unit. **In this case, the Tenant will be required to pay the Landlord a \$25.00 administrative fee.** If the Tenant has locked themselves out of their unit after office hours, the Tenant will not contact the Landlord. The Tenant will be required to contact a locksmith in order to gain entry into their unit and it will be the sole responsibility of the Tenant to pay all associated costs for the services of the locksmith.

06. **USE & OCCUPANCY OF THE PROPERTY**

06.01 **USE**

The Tenant agrees to use the rented premises for no other purpose than as a residential dwelling exclusively for his/her own occupancy. The Tenant agrees not to carry on or permit to be carried on therein any trade or business. The Tenant agrees to refrain from doing anything that would significantly increase the cost of maintenance or operation of the building or increase the fire insurance or the taxes thereon. Furthermore only those named in this tenancy agreement may reside in the rented premises. If the Tenant is to allow any persons residing in the rented premises for more than two day, and up to 14 days, written approval must be given from the Landlord.

06.02 **COMPLIANCE WITH STATUTES, REGULATIONS & BY-LAWS**

The Tenant agrees to comply with all relevant Statutes, Regulations and By-Laws.

06.03 **TRESPASSERS**

The Tenant agrees that the Landlord has the right under the Trespass to Property Act to prohibit entry on the premises by persons who are not parties to a Tenancy Agreement with the Landlord.

06.04 **PERMISSION TO ASSIGN OR SUB-LET**

Pursuant to The Residential Tenancy Act of Ontario, the Landlord agrees not to arbitrarily or unreasonably withhold permission to assign, sub-let, or otherwise part with possession pursuant to The Residential Tenancy Act of Ontario, the Landlord agrees that a charge to the original tenant in the amount of \$250.00 may be assessed for permission to sublease.

The Tenant agrees that:

- a) This covenant shall not be construed to mean automatic acceptance of a prospective assignee, subtenant who would not other have been acceptable as a tenant and
- b) any acceptable assignee shall enter into a new tenancy agreement directly with the Tenant for a term not less than the unexpired portion of this agreement, the key turnover is therefore the reasonability of the Tenant and prospective assignee, subtenant and
- c) this covenant shall not be construed to mean automatic termination of this Lease, and
- d) it shall not be deemed unreasonable for the Landlord to require the signature of a suitable guarantor before granting permission to assign or sublet.

07. MAINTENANCE OF THE PROPERTY

07.01 ALL REPRESENTATIONS IN WRITING

The Tenant agrees that there was no promise, representation or undertaking by or on the part of the Landlord with respect to any alternation, remodeling or decoration of, or installation of fixtures, in the premises, except such, if any, as is expressly set forth in writing in this Lease.

07.02 CLEANLINESS

Pursuant to The Residential Tenancy Act of Ontario, the Tenant agrees to clean floors, fixtures and generally all cleanable surfaces in the rented premises, sufficiently often to prevent abnormal wear or deterioration during tenancy and to return the premises at the end of occupancy in a condition of cleanliness and repair similar to how the apartment was received.

PROVIDED THAT if the Tenant fails to do so he/she shall indemnify the Landlord for the cost of such cleaning and/or repair as well as for any consequential rental loss the Landlord may sustain because of such cleaning and/or repairs.

07.03 DAMAGES

Pursuant to The Residential Tenancy Act of Ontario, the Tenant agrees to be responsible for all damages caused to the premises by the Tenant or any person permitted on the premises by the Tenant. Landlord to do all repairs and bill Tenant.

07.04 MAINTENANCE OF ADEQUATE HEAT

The Tenant agrees to operate the heating equipment supplying heat to the premises so as to maintain at all times a minimum temperature within the premises of ten (10) degrees Celsius, fifty (50) degrees Fahrenheit, to ensure that the premises shall not be damaged by cold.

07.05 REPAIR AND MAINTENANCE

Pursuant to The Residential Tenancy Act of Ontario, the Landlord agrees to maintain the rented premises fit for habitation and in compliance with applicable health, safety and housing standards and to repair or correct any substantial defect in the rented premises arising during tenancy as a result of normal careful use of the premises. The Tenant agrees that the Landlord is not obligated to correct minor or non-functional defects, surface blemishes or to redecorate during the tenancy and the Tenant agrees that all requests for repair shall be made to the Landlord in writing.

07.06 INTERRUPTION OF SERVICE

The Tenant agrees that the Landlord shall not be liable for damages or personal discomfort in the event of any breakdown or interruption of systems, facilities or services under this control. The Landlord agrees to diligently arrange for repairs where practicable within the usual working hours of the applicable trades.

07.07 GARBAGE / RECYCLING

The Tenant agrees to dispose of all garbage and recycling in accordance with Municipal By-Law.

07.08 DRAINS

The Tenant agrees to be responsible for all clogged drains and toilets. The Tenant agrees that no garbage, refuse, sanitary napkins, tampons or disposable diapers are to be flushed down the toilet or allowed to enter the drainage system. If the Tenant encounters a clogged drain or toilet and it is during regular business hours (Monday to Friday, 7:00 a.m. to 4:00 p.m.), the Tenant may contact the office by telephone at 613-530-3340 and the Landlord will meet the Tenant at the Tenant's unit to provide assistance with drain or toilet. **However, the Tenant will be required to pay the Landlord a \$25.00 administrative fee for this service.** If the Tenant encounters a clogged drain or toilet after regular business hours, the Tenant will not contact the Landlord. If the Tenant is not able to unclog the drain or toilet themselves, the Tenant will be required to contact a licensed plumber and it will be the sole responsibility of the Tenant to pay all associated costs for the services provided by the licensed plumber. The Tenant and the Landlord agree that in the event of any blockage of drains or toilets, the evidence of the licensed plumber who is called to deal with the problem shall be conclusive evidence as to the cause thereof.

07.09 **BROKEN WINDOWS**

The Tenant agrees to pay for repair or replacement of all windows that are broken or damaged at any time by any cause during the tenancy. The Landlord will make sure repairs or replacements are done as per specs to match existing windows. The cost would be the Tenant's responsibility. The tenant has no authority to do any repairs or alterations to any exterior portion of the building.

07.10 **APPLIANCES**

The Tenant agrees that the appliances – stove, refrigerator, dehumidifier (if applicable) belong to the apartment.

08. **ALTERATIONS BY TENANT**

08.01 **CHANGES TO THE PREMISES**

The Tenant cannot paint or change the colour of any wall or ceiling or to install wallpaper or any type of wall covering without the Landlord's written approval. The Tenant agrees not to fasten, affix or adhere anything to the walls or any other part of the rented premises, without the Landlord's written approval. The Landlord hereby gives approval for the Tenant to hang a reasonable number of pictures, paintings, mirrors or the like.

08.02 **ALTERATION – TELEPHONE, GAS & ELECTRICAL FITTINGS**

The Tenant agrees not to install or add any extra telephone connections, gas or electric fittings or to alter or modify or relocate existing fittings without the Landlord's written approval.

09. **TENANT'S RIGHT TO PRIVACY AND QUIET ENJOYMENT**

09.01 Pursuant to The Residential Tenancy Act of Ontario, the Landlord reserves the right to enter the rented premises.

09.02 Pursuant to The Residential Tenancy Act of Ontario, the Landlord will exercise the right to enter the rented premises,

- a) to show the premises to prospective tenants as set out below after notice of termination has been given by either party.
- b) to show the premises to prospective purchasers as set out below.
- c) in case or cases of emergency.
- d) when the rented premises have been abandoned or vacated.
- e) at all other times, the Landlord will not exercise the right to enter the rented premises unless:
  - i) he/she has given written notice specifying the time of entry at least twenty-four (24) hours in advance, or
  - ii) he/she has secured the Tenant's consent at time of entry.

09.03 Pursuant to The Residential Tenancy Act of Ontario, the Tenant will abide by the Noise by-laws.

Tenants, their families, guests, visitors shall not make or permit any improper noise in the building or do anything that will annoy or disturb or interfere in any way. Noise by-laws go into effect after 11pm and are enforceable by the Landlords and Tenant Act.

10. **FRUSTRATION OF CONTRACT/DESTRUCTION OF PREMISES**

10.01 **PHYSICAL DESTRUCTION OF PREMISES**

The Landlord and Tenant mutually covenant and agree that if during the term of this agreement or any renewal thereof, the rented premises shall be wholly or partially destroyed by fire or the elements so as to render the rented premises wholly or partially unfit for occupancy, then, until such damage shall be repaired the rent shall abate in the proportion that the part of the said premises unfit for occupancy bears to the whole premises.

10.02 **REPAIRS TO PREMISES**

The Landlord shall repair or cause the premises to be repaired with all reasonable speed, subject to availability of tradesmen and material and subject also to matters over which the Landlord has no control.

11.03 **DATE ON WHICH FULL RENT TO RECOMMENCE**

The notice of the Landlord that the premises are substantially repaired and ready for occupancy shall fix conclusively the date on which full rent shall recommence.

11. **TERMINATION OF THIS TENANCY AGREEMENT**

11.01 **NO TERMINATION WITHOUT NOTICE**

Pursuant to The Residential Tenancy Act of Ontario, unless the Tenant delivers a notice of termination in writing to the Landlord in accordance with The Residential Tenancy Act of Ontario, the Landlord and Tenant shall be deemed to have renewed the tenancy agreement as a monthly tenancy agreement and all the terms and conditions of this tenancy agreement shall be deemed to apply to the deemed monthly tenancy agreement.

11.02 **LANDLORD'S RIGHT TO SHOW PREMISES TO PROSPECTIVE TENANTS AND PROSPECTIVE PURCHASERS**

In the event that notice has been given, the Landlord or his/her agent shall have the right to show the rented premises to prospective tenants and prospective purchasers between the hours of 9:00a.m. and 9:00p.m. on any day of the week including Saturday and Sunday, whether the Tenant is on the premises or not.

11.03 **TENANTS DUTIES AT TERMINATION**

The Tenant agrees to yield possession on the stipulated date and to be responsible for payments of utilities, until the Tenant has vacated the premises and delivered up possession to the Landlord.

11.04 **DENIAL OF ABILITY TO RENT**

If the Tenant, by failure to abide by the covenants, agreements and rules and regulations herein contained, effectively denies the Landlord the ability to re-let the rented premises and provide occupancy immediately on expiry of the term or terms of this agreement, the Tenant shall be liable for any consequential rental loss and damages that the Landlord may sustain.

11.05 **TENANTS LIABILITY ON OVER-HOLDING**

In the event that the Tenant fails to vacate on or before the date specified in proper notice given by either party, in addition to the Tenant's liability to the Landlord for such over-holding, pursuant to The Residential Tenancy Act of Ontario, the Tenant agrees to further indemnify the Landlord for all losses suffered by reason of the Landlord's liability to any third party in respect to a new tenancy agreement for the rented premises based upon the anticipated availability of the premises after the aforementioned vacancy.

11.06 **MITIGATION OF DAMAGES**

If the Tenant vacates or abandons the rented premises in breach of this tenancy agreement, pursuant to The Residential Tenancy Act of Ontario, the Landlord is obligated to mitigate his/her damages.

11.07 **DEEMED VACANCY**

For purposes of the Tenancy Agreement, the rented premises shall be deemed to have been vacated if inspection reveals the premises to be substantially barren of the Tenant's furnishings and/or effects.

11.08 **INSURANCE**

The Tenant shall be responsible for obtaining at his/her own expense, adequate insurance coverage for his/her personal property and for public liability.

11.09 **MOVING**

The Tenant agrees that any move into the premises shall be between 1:00p.m. and 9:00p.m. and the move out of the premises shall be on or before 11:59pm the last day of tenancy unless otherwise agreed on in writing by the Landlord and all other persons involved in the move. Any damage to the premises resulting from such moving will be at the expense of the Tenant.

11.10 **ENTRY FOR CLEANING & REPAIRS, ETC.**

If during the last month of the tenancy, the Tenant shall have removed all or substantially all of the Tenant's property from the premises, the Tenant agrees that the Landlord may immediately enter the premises for the purpose of cleaning, repairing, altering, renovating and redecorating the premises without elimination or abatement of rent or other compensation and such action shall not constitute a re-taking of possession by the Landlord and shall have no effect upon this lease

12. **PETS**

12.01 **PET DISCOURAGED**

Because of problems with allergies, dirt, smells and damages, it is the Landlord's policy that the keeping of pets of any description upon the rented premises is discouraged.

The Tenant understands that the Landlord has the right under the Residential Tenancy Act of Ontario as Amended to bring action to terminate the tenancy if the presence on the premises of any kind:

- a) substantially interferes with the enjoyment of the premises for all usual purposes by the Landlord or the other Tenant's,
- b) cause the Landlord or another Tenant to suffer an allergic reaction, or
- c) the pet in question is inherently dangerous to the safety of the Landlord or the other Tenant's.

The Tenant understands that if the Landlord has reason to believe that a pet(s) of any sort are being kept on the premises, the Landlord will exercise the right of entry reserved above to enter and inspect the premises for damage as frequently as the Landlord deems necessary.

The Tenant understands that under The Residential Tenancy Act of Ontario, the Tenant is responsible for the repair of all damage caused by a pet(s) kept by the Tenant or allowed on the Premises by the Tenant.

13. **LEGAL COST**

13.01 The Tenant agrees that if it shall be necessary for the Landlord to employ a solicitor or to commence an action to collect rent or any portion thereof, or any other money due under this tenancy agreement, or to compel performance of any of the terms and conditions of the tenancy agreement, then unless the Landlord shall lose such action, the Landlord shall be entitled to collect from the Tenant all reasonable solicitor's fees paid by the Landlord on a solicitor and his/her own client basis.

13.02 If there is more than one Tenant, the Tenant's understand and agrees that they are jointly and severally liable for the payment of all rent, damages and legal costs.