

Owen Sound Student Residence

1266 16th Street East, 2nd Floor

Owen Sound, Ontario

N4K 1Z3

E-Mail: info@owensoundstudentresidence.com

Web Site: www.owensoundstudentresidence.com

Telephone: 226-668-6139

TENANCY AGREEMENT (ONTARIO)

1. Identification of Parties and Premises

This agreement is made and entered into this _____ day of _____, 2____.

BETWEEN:

OWEN SOUND STUDENT RESIDENCE (herein called "Landlord")

AND:

THE STUDENT (herein called "the Tenant")

AND

THE TENANT'S GUARANTORS (herein call the "Tenant's Guarantors")

Subject to the terms and conditions set forth in this Agreement, the Landlord rents to the Tenants, and the Tenants rent from the Landlord, the premises located at 1266-16th Street East, 2nd Floor, Owen Sound.

The term of the lease agreement is for _____ (code) commencing on _____, 20____ through and including _____, 20____.

The premises shall be occupied only by the above mentioned Tenant. Tenants shall use the premises for residential purposes only and for no other purpose without the Landlord's prior written consent. Tenants shall strictly abide by the building/property rules and regulations outlined.

2. Individual Liability

Each tenant who signs this agreement, whether or not said person is or remains in possession, shall be jointly and severally liable for the full performance of each and every obligation of this agreement, but not limited to the payment of all rent due and the payment of cost to remedy damages to the premises regardless of whether such damages were caused by a Tenant or invitee of a Tenant.

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3. Terms of the Tenancy

The Tenant shall pay to the Landlord during the term, rent in the amount of \$_____ per year payable in one of the two methods as follows;

PAYMENT TERMS

CHECK	CODE	LEASE TERM	FULL PAYMENT	TWO PAYMENT
	1	Full Year	\$5640.00	\$5890.00
	2A	Fall	\$4720.00	\$4890.00
	2B	Fall Extended	+\$1632.00	
	3A	Winter	\$4720.00	\$4890.00
	3B	Winter Extended	+\$1632.00	
	4	Fall Extended-Only	\$2360.00	
	5	Winter Extended Only	\$2360.00	

Deposits are due with your application, see page 2 of the lease offer.

4. Late Charges and Returned Checks

If rent is paid after the 2nd day of the term, there will be a late charge of \$50.00 assessed. If any check given by the Tenant to the Landlord for payment of rent or for any other sum due under this agreement is returned for insufficient funds, a "stop payment" or any other reason, the tenants shall pay the Landlord a returned check charge of \$50.00.

5. Failure to Pay

As required by law, the Tenants are hereby notified that a negative credit report reflecting on the Tenants' credit history may be submitted to a credit reporting agency if the Tenant fails to fulfill the terms of their credit obligation, such as their financial obligation under the terms of their agreement.

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6. Application Deposit/Damage Deposit

A deposit of \$500.00 is required with your application form. Once you have been accepted into the residence it becomes a damage deposit. Interest will not be paid on the damage deposit. This deposit will be used for such items as replacement keys, damage in your own room, common areas, exterior of the building, infractions to the community living standards, and internet agreement. The deposit or the balance of the deposit will be returned to you within one month after your term ends.

7. Parking

Parking spaces are available and tenants will be issued parking tags. Parking is for the tenant's vehicle only, please provide information on the lease offer and keep updated during your residency. Tenants may not repair vehicles of any kind in any parking space or anywhere else on or about the property. Grease, oil and any other drippings must be cleaned by the Tenants when they occur and at the Tenant's expense. Vehicles are not to be washed on or about the premises. Tenants parking in unauthorized parking spaces or areas will be towed at the owners risk and expense.

We need to leave ample space for delivery trucks to turn around in the back parking lot.

8. Fees

Parking-The monthly parking fee is \$20.00 per month payable in advance at the beginning of residency. Replacement parking tag fee will be \$20.00.

Room Changes-A service fee of \$75.00 will be charged for room changing where available.

Keys-All keys issued MUST be returned. A fee of \$25.00 each will be charged to replace lost or stolen keys.

9. Pets

No animals, birds, or other pet(s) shall be brought on or kept on the premises.

10. Smoking

No smoking will be allowed in the premises by the tenants, guests or invitees at any time. **THIS IS A SMOKE FREE BUILDING**

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11. Quiet Enjoyment

Tenants shall be entitled to quiet enjoyment of the premises. Tenants shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other or nearby resident.

12. Assignment and Subletting

Portions of the premises shall not be sublet nor this agreement assigned without the prior written consent of the Landlord. Any attempted subletting or assignment by the Tenant shall, at the election of the Landlord, be an irremediable breach of this agreement and cause for immediate termination as provided here and by law.

13. Possession of the Premises

The failure of the Tenant to take possession of the premises shall not relieve them of their obligation to pay rent. If the Landlord is unable to deliver possession of the premises for any reason not within the Landlord's control, the Landlord shall not be liable for any damage caused thereby, nor will this agreement be void or voidable, but the Tenants shall be liable for any rent until possession is delivered. If the Landlord is unable to deliver possession within 14 calendar days after the agreed commencement date, the Tenant may terminate this agreement by giving written notice to the Landlord, and shall receive a refund of all rent and deposits paid.

14. Conditions of the Premises

Tenants agree to;

- a. Properly use, operate and safeguard to premises and all furnishings, appliances, and fixtures within the premises,
- b. Maintain the premises in clean and sanitary conditions, and upon termination of the tenancy, to surrender the premises to the Landlord in the same condition as when the Tenant first took occupancy, except for ordinary wear and tear, (move in and out inspections by the property manager will take place)
- c. Notify the Landlord in writing upon discovery of any damages, defects or dangerous conditions in and about the premises, and,

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d. Reimburse the Landlord for the cost of any repairs to the premises of damage caused by misuse or negligence of the Tenants or their guest or invitees.

Tenants acknowledge that they have examined the entire interior and exterior of the premises, including plumbing, heating and electrical appliances, smoke detector(s), fixtures, carpets, drape and paint, and have found them to be in good, safe, and clean condition and repair, with the following exceptions: (specify "none" if there are no exceptions)

15. Repairs, Alternations and Damages

Except as provided by law or as authorized by the prior written consent of the Landlord, the Tenants shall not make any repairs or alternations to the premises, including but not limited to, painting the walls, installing wallpaper, murals, paneling, tile, or hanging posters or pictures weighing in excess of twenty pounds.

If the premises are damaged or destroyed as to render them uninhabitable, then either the Landlord or the Tenant shall have the right to terminate this agreement as of the date on which such damage occurs, through written notice to the other party to be given within fifteen day of occurrence of such damage. However, if such damage should occur as the result of the conduct of negligence of the Tenants or the Tenants guests or invitees, the Landlord only shall have the right to termination and the Tenant shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

16. Emergency Entry and Inspection

Tenants shall make the premises available to the Landlord or Landlord's agents for the purpose of making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or Tenants, or in case of emergency. Except in case of emergency, the Landlord shall give the Tenants reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable, and reasonable hours shall be defined as 9 to 5 Monday through Friday and 9 to 4 on Saturdays. In order to facilitate the Landlord's right of access. Tenants shall not, without the Landlord's prior written consent, add, alter, or re-key any locks to the premises. At all time the Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenants further agree to notify the Landlord in writing if the Tenants install any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

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17. Refunds, Cancellation Fees and Deadlines

Terms		Deadline 1	Deadline 2	Deadline 3	Deadline 4	Deadline 5
Full Year-Code 1 and Fall Term-Code 2A	Date	Before July 15	After July 15 and before August 1	After August 1 and before move-in day	After move-in day and before November 15	After November 15
	Fee	Full refund of deposit and residence fee	Forfeit deposit, full refund of residence fee	Forfeit deposit, residence fee refunded minus a cancellation fee equivalent to 45 days of residence fees	Charged for each day they occupy a residence room plus a cancellation fee equivalent to 60 days or residence fees	Charged for each day they occupy a residence room plus a cancellation fee equivalent to 90 days of residence fees.
Winter only-Code 3A	Date	Before December 1	After December 1 and before move-in day	After move-in day		
	Fee	Full refund of deposit and residence fee	Forfeit deposit, residence fees refunded minus a cancellation fee equivalent to 45 days of residence fees	Charged for each day they occupy a residence room plus a cancellation fee equivalent to 60 days of residence fees		

NOTE: If for any reason you are served with an eviction notice **NO** refund will be given.

18. Extended Absences and Abandonment

In the event the Tenant will be away from the premises for more than 14 consecutive days, the Tenant agrees to notify the Landlord in writing of the absence. During such absence, the Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damage and needed repair.

Abandonment is defined as absence of the Tenants from the premises, for at least 14 consecutive days without notice to the Landlord. If the rent is outstanding and unpaid for fourteen (14) days and there is no reasonable evidence, other than the presence of the Tenants' personal property, that the Tenants are occupying the unit, the Landlord may at the Landlord's option terminate this agreement and regain possession in the manner prescribed by law.

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19. Failure to Vacate

If the Tenant is obliged to vacate the premises on or before a certain date and the Landlord has entered into a lease with a third party to rent the premises after such date and the Tenant fails to vacate the premises thereby causing the Landlord to be liable to such third party, then the Tenant shall, in addition to any other liability hereunder, indemnify the Landlord for all losses suffered by reason of his/her failure to vacate.

20. End of Term

At the end of the term, the Tenant shall yield up the premises in the same state of repair and condition as at the beginning of the term, fair wear and tear excluded. During the last two (2) months of the term, the Tenant shall permit the Landlord to affix and retain on any part of the exterior of the premises a notice that the premises are for rent or sale and to permit the premises to be viewed at all reasonable time by persons authorized by the Landlord and his agent.

21. Insurance Disclaimers

Tenants assume full responsibility for all personal property placed, stored or located on or about the premises. The Tenants' personal property is not insured by the Landlord. The Landlord recommends that the Tenants obtain insurance to protect against risk of loss from harm to the Tenants' personal property. The Landlord shall not be responsible for any harm to the Tenants' property resulting from fire, water damage, sewage backup, theft, burglary, strikes, riots, orders or acts of public authorities, acts of nature or any other circumstance or event beyond the Landlord's control. Liability insurance with a minimum amount of \$1 million is recommended. We highly recommend that you discuss this with your family's current insurance provider as a simple extension of the current homeowner policy maybe available at a reduced cost. Alternatively you should consider a tenant's insurance policy which is widely available through a licensed insurance broker.

22. Hold Harmless

Tenants expressly release the Landlord from any and all liability for any damages or injury to the Tenants, or any other person, or to any property, occurring on the premises unless such damage is the direct result of the negligence or unlawful act of the Landlord or the Landlord's agents

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23. Smoke Detectors

The premises are equipped with a smoke detector device(s), and the Tenant shall be responsible for reporting any problems, maintenance or repair to the Landlord.

24. Liquid-Filled Furniture

Tenants shall not use or have any liquid-filled furniture on the premises without the Landlord's prior written consent.

25. Additional Provisions

No candles, incense, lava lamps, heat sources of any kind, or other liquid filled heated items but not limited to, are not permitted on the premises.

26. Entire Agreement

This document constitutes the lease agreement between the Tenants and the Landlord. This agreement cannot be modified except in writing and must be signed by all parties. Neither the Landlord nor the Tenants have made any promises or representations, other than those set forth in this agreement and those implied by law. The failure of the Tenants or their guest or invitees to comply with any term of this agreement is grounds for termination of the tenancy, with appropriate notice to the Tenant and procedures as required by law.

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Landlord/Manager's Street Address, City, Postal Code

Robert Van Dolder-President _____
LandLord/Manager

_____ Date

Tenant

_____ Date

Tenants/Guarantor

_____ Date