

CANADIAN RESIDENTIAL LEASE AGREEMENT FOR ONE TENANT, MONTHLY TERM

IMPORTANT

This contract is a binding document. Before signing it you should read it carefully to ensure that it contains everything you do want and nothing UNACCEPTABLE to you. Legal information provided should be considered general legal information and not legal advice specific to your actual circumstances. If you require legal advice, we recommend you contact a local attorney.

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Residential Lease Agreement

THIS LEASE (the "Lease") dated this _____ day of _____, 20____

BETWEEN:

_____ of

(the "Landlord")

OF THE FIRST PART

- AND -

_____ of

(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 provided 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 apartment municipally described as _____, (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 guests of the Tenants may occupy the Premises for longer than one week without the prior written consent of the Landlord.

Term

3. The term of the Lease is a periodic tenancy commencing at 12:00 noon on _____ and continuing on a month-to-month basis until the Landlord or the Tenant terminates the tenancy.

4. Any notice to terminate this tenancy must comply with the Act.

Rent

5. Subject to the provisions of this Lease, the rent for the Premises is \$_____ per month (the "Rent").
6. The Tenant will pay the Rent on or before the _____ of each and every month of the term of this Lease to the Landlord at _____, or at such other place as the Landlord may later designate.

Quiet Enjoyment

7. 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.

Inspections

8. 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 in compliance with the Act.

Utilities and Other Charges

9. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: _____

Abandonment

10. 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, rent the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Governing Law

11. 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, to the exclusion of the law of any other forum, by the laws of _____, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

12. If there is a conflict between any provision of this Lease and the applicable legislation of _____ (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. Further, any provisions that are required by the Act are incorporated into this Lease.
13. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Amendment of Lease

14. 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.

Additional Clauses

15. _____

16. _____

17. _____

- _____
- _____
- _____
- _____
- _____
18. _____
- _____
- _____
- _____
- _____
- _____
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19. _____
- _____
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- _____
- _____

Care and Use of Premises

20. 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.
21. 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 other tenants.
22. The Tenant will keep the Premises reasonably clean.
23. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
24. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
25. The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.
26. At the expiration of the term of this Lease, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Address for Notice

27. For any matter relating to this tenancy, the Tenant may be contacted at the Premises or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant are as follows, respectively:

a. Name: _____.

b. Address: _____.

c. Phone: _____.

d. Fax: _____.

e. Post termination notice address: _____.

28. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the contact information of the Landlord is as follows:

a. Name: _____.

b. Address: _____.

c. Phone: _____.

d. Fax: _____.

General Provisions

29. All monetary amounts stated or referred to in this Lease are based in the Canadian dollar.

30. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

31. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

32. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.

33. 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.

34. The Tenant will be charged an additional amount of \$20.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
35. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
36. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
37. The Tenant is responsible for any person or persons who are upon or occupying the Premises or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Premises for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
38. Time is of the essence in this Lease. Every calendar day except Saturday, Sunday or Canadian statutory holidays will be deemed a business day and all relevant time periods in this Lease will be calculated in business days. Performance will be due the next business day, if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at five p.m. local time in the time zone in which the Property is situated.

IN WITNESS WHEREOF the parties have duly affixed their signatures on this ____ day of _____, _____.

Tenant: _____

Landlord: _____

Tenant: _____

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the ____ day of _____, _____.

Tenant: _____

Tenant: _____

Lead-Based Paint Disclosure

Premises: _____
Landlord: _____
Tenant: _____; _____

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Premises.
2. The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Premises.

Date: _____ day of _____, _____ Landlord: _____

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of:

- i. the information contained in the above Landlord's Disclosure including the above-mentioned reports and records; and
- ii. the pamphlet *Protect Your Family from Lead in Your Home* (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in its state by the Environmental Protection Agency.

Date: _____ day of _____, _____ Tenant: _____
Tenant: _____

The pamphlet *Protect Your Family from Lead in Your Home* can be ordered in hard copy or can be printed from the website <http://www2.epa.gov/lead/protect-your-family-lead-your-home>.