

RESIDENTIAL TENANCY LEASE AGREEMENT

THIS AGREEMENT, made in triplicate the day of _____, 200__

BETWEEN:

Of _____, AB _____ Tel: (111)111-1111 Fax: (222) 222-2222
(hereinafter referred to as the “Landlord”)

AND

(hereinafter referred individually or collectively as the “Tenant”)

THE LANDLORD AND THE TENANT AGREE AS FOLLOWS:

1. PREMISES: The Landlord subject to the conditions hereinafter mentioned, hereby leases to the Tenant, premises described as follows:

municipal address including Suite Number – City or Town – Province
(hereinafter called the “Premises”) for use and occupation as residential premises only, subject to the terms and conditions set forth.

2. TERM:

(a) This Agreement shall constitute a periodic tenancy and shall be for a primary term commencing at 12 o'clock noon on the first day of _____, 200__ and ending at 12 o'clock noon on the last day of _____, 200__ and for extended terms of one month each from month to month thereafter until terminated by either the Landlord or the Tenant in accordance with the provisions in clause 8 Termination.

OR

(b) This Agreement shall be for a fixed term commencing at 12 o'clock noon on the first day of _____, 200__ and ending at 12 o'clock noon on the last day of _____, 200__ and no notice shall be required of either the Landlord or Tenant to terminate the tenancy at the end of the fixed term.

3. RENT: The rent shall be (\$_____) _____ Dollars per month and shall be due and payable in advance by the Tenant to the Landlord at the Landlord’s office as set out above, or at such other address as specified by the Landlord from time to time, on the **FIRST DAY** of each and every month during the Tenancy. When two or more persons comprise the Tenant for the purposes of this Lease, the Landlord may collect the rent due to the Landlord pursuant to this Lease from any one, some or all of them; and their obligations hereunder shall be joint as well as several.

In the event that the Tenant takes possession of the premises prior to the commencement date of this lease, the Tenant shall pay to the Landlord for the Tenant’s use and occupancy on a per diem basis. It is agreed that the “Tenancy Month” hereby created begins on the commencement date, notwithstanding that the Tenant may take possession or be obligated to pay rent prior to that date at a prorated amount of (\$_____) for the period from _____, 200__ to the last day of _____, 200__, and all terms and conditions of this lease shall be in affect.

If rent is paid by cheque, the cheque shall be made payable to the Landlord as noted above and should such cheque be returned to the Landlord by a bank for any reason, the Landlord shall be entitled to add, as additional rent a charge of **\$25.00** (for administrative expenses) which charge shall be recoverable in the same manner as rent herein. In the event any cheque provided by the Tenant to the Landlord is returned for non sufficient funds, or fails to clear for any other reason, the Tenant at the Landlord’s request shall thereafter provide certified cheques for rent and other payments due.

Additional Rent: The Tenant agrees to pay to the Landlord when and as the same become due and payable, without deduction or demand, all rentals and other charges herein provided. The Tenant also agree to pay all damages and expenses which the Landlord may suffer or incur by reason of any default of the Tenant or failure on his part to comply with any of the provisions of the Lease, including but not limited to costs and repairs, necessary to re-lease the apartment, and any damages to the apartment or related buildings, caused by any act of the Tenant, the Tenant’s family, guests, employees, invitees, licensees or other person or persons visiting the Tenant or by any animal. Any charges under this paragraph shall be deemed additional rent payable with the rents due as provided for in paragraph 3 of this agreement and shall be collectable as such by management promptly as incurred.

Service Charge: Time is of the essence of this lease and the Tenant shall he deemed in default in the event the Tenant fail to make rental payments including payment of additional rentals on the date specified in paragraph 3. Landlord shall be entitled to possession without further notice or demand for rent, in the event of such default. Should the Landlord elect to accept rental payments after such default occurs, Tenant shall pay additional rental of **One Hundred (\$100.00) Dollars**. Acceptance by the Landlord of late rental payments shall not be deemed a waiver by the Landlord of its rights to declare a default hereunder if the Tenant fails to make rental payments promptly as herein provided.

4. PARKING: The Tenant shall pay monthly, in addition to the rent, in advance to the Landlord at the Landlord’s address as noted above, a rental of \$_____ per month for parking stall no. _____, on the **FIRST** day of each and every month of the term of this lease. The Tenant may cancel the parking with one month’s notice, given on or before the last day of the month to be effective on the last day of the following month.

5. APPLIANCES/FURNITURE: The Landlord also leases to the Tenant, the following items, which the Tenant agree to keep clean and in good condition, ordinary wear expected.

Refrigerator _____ Range _____ Dishwasher _____ Other _____ Furnished Suite Schedule Attached _____

6. UTILITIES/SERVICES: The Tenant shall be responsible for all charges for telephone and other utilities not provided by the Landlord.

7. OTHER OCCUPANTS: The Tenant agrees that in addition to the Tenant, the premises may be occupied only by the following other persons:

Name _____ Name _____ Name _____
Together with any natural increase in the Tenant’s family, but in any event not exceeding a total of _____ persons, unless the Landlord consents in writing to the occupancy of the premises by some other or an additional person or persons.

8. DEPOSIT: The Tenant agrees to pay the Landlord a deposit of \$_____. It is agreed between the Tenant and the Landlord that interest on the deposit shall be compounded annually and be paid to the Tenant at the termination of the tenancy. The Landlord may deduct from the security deposit any amounts that the Landlord seems necessary to provide for:

- (a) repairing any damage or loss to the premises (including the building of which the premises form a part and the ground of which the building forms a part), fixtures, furniture, appliances and any other items leased pursuant to the Lease which damages may have been caused by the Tenant or any person or persons invited on the premises by the Tenant (Burns and other marks on carpets, furnishings and walls shall not be considered normal wear and tear); or animal(s) or thing(s) allowed in the building by the Tenant.
- (b) cleaning the premises and any property rented with it, (include but not limited to professional cleaning of carpet and drapery) if the Tenant gives up possession of the premises in such condition that the premises require cleaning;
- (c) payment of rent owing to the Landlord by the Tenant upon the termination of this Lease and;
- (d) the discharge of any other obligations or liabilities of the Tenant to the Landlord.

The Tenant is responsible for the amount of any damages or cleaning costs in excess of the deposit. It is further agreed and understood that the Tenant cannot apply the security deposit against any rent owing to the Landlord during the tenancy. If the Tenant terminates this lease within three months of occupying the premises, their deposit shall be forfeited to the Landlord as liquidated damages to cover re-rental expenses and not as a penalty. If the Tenant does not give proper notice or breaks the lease term, and the Landlord is able to re-rent the premises a \$200.00 re-rental fee shall be deducted from the deposit.

9. TERMINATION: Except as otherwise provide for in the lease:

- (a) The Landlord may terminate the tenancy by serving a written notice of termination on the Tenant ON OR BEFORE THE LAST DAY OF ONE MONTH OF THE TENANCY TO BE EFFECTIVE ON THE LAST DAY OF THE THIRD CONSECUTIVE, CLEAR MONTH FOLLOWING THE DATE OF SERVICE OF THE NOTICE.
 - (b) The Tenant may terminate the tenancy by serving a written notice of termination on the Landlord ON OR BEFORE THE LAST DAY OF ONE MONTH OF THE TENANCY TO BE EFFECTIVE ON THE LAST DAY OF THE FOLLOWING MONTH OF TENANCY.
- OR**
- (a) The Landlord may terminate the tenancy by serving a written notice termination on the Tenant ON OR BEFORE THE 90TH DAY BEFORE THE LAST DAY OF ANY TENANCY YEAR.
 - (b) The Tenant may terminate the tenancy by serving a written notice of termination on the Landlord ON OR BEFORE THE 60TH DAY BEFORE THE LAST DAY OF ANY TENANCY YEAR.

The Tenant shall be liable for any expenses or loss incurred by the Landlord due to the failure of the Tenant to vacate the apartment promptly at the termination of the lease.

10. TENANTS COVENANTS:

- (a) that the Tenant will pay the rent when due;
- (b) that the Tenant will comply with all safety standards, municipal bylaws, fire, housing, sanitation and health regulations. The Tenant will not do, nor neglect to do, anything by which a safety, fire or health hazard is created;
- (c) that the Tenant will not at any time use the premises as other than a residential dwelling;
- (d) that the Tenant will not willfully or negligently damage the premises, the building, the grounds, or the furnishings/ equipment;
- (e) that the Tenant will not create a nuisance or break any conditions or rules contained in this lease;
- (f) that the Tenant will not sublet, assign or re-rent the apartment nor leave guests in charge of the premises nor have guests stay longer than one week; without written consent of the landlord not to be unreasonably withheld;
- (g) that the Tenant will not in any significant manner interfere with rights of either the Landlord or other tenants in the premises, the common areas or the property of which they form a part;
- (h) that the Tenant will not perform illegal acts or carry on illegal trade, business or occupation in the premises, the common areas or the property of which they form a part;
- (i) that the Tenant will not endanger persons or property in the premises, the common areas or the property of which they form a part;
- (j) that the Tenant will not do or permit significant damage to the premises, the common areas or the property of which they form a part;
- (k) that the Tenant will maintain the premises and any property rented with it in a reasonably clean condition;
- (l) that the Tenant will vacate and leave in clean condition and good repair the premises at the expiration or termination of the tenancy;
- (m) that the Tenant will pay for the professional steam cleaning of the carpets upon vacating the premises.

11. CONDITION OF PREMISES: The Landlord and Tenant hereby agree to inspect the premises at the commencement of the tenancy and upon termination of the tenancy and that the condition of the premises at the aforesaid times will be noted on the Accommodation Inspection Report which forms a part of the Lease. The Accommodation Inspection Report shall be signed by both the Landlord and Tenant. In the event that the Tenant fails to inspect the premises or sign the Accommodation Inspection Report, The Accommodation Inspection Report as signed by the Landlord nonetheless be binding upon the Tenant. The Accommodation Inspection Report may be used and relied upon by the Landlord (where or not signed by the Tenant) as proof of the condition of the premises at the time of inspection and in determining the appropriate deductions, if any, to be taken by the Landlord from the deposit in accordance with Clause 8.

12. MAINTENANCE COSTS: The Tenant shall be responsible for the cost of repairing plugged toilets, sinks, and drains, and for the cost of replacing all windows and screens broken by the Tenant or their guests. The Tenant shall be responsible for replacing light bulbs, fluorescent tubes, and stove fuses in their premises, broken toilet seats, and any other damaged items. The Tenant shall be responsible for damages caused by windows and doors being left open in inclement weather including costs of repairing frozen pipes as well as repair and cleaning costs for damages caused by broken pipes. The Tenant shall also be responsible for damages due to fire caused by Tenant negligence i.e.: careless smoking, cooking, etc. The Tenant agrees to immediately report to the Landlord any and all damage that may occur to the premises throughout the continuance of this tenancy.

13. AID IN MAINTENANCE: The Tenant shall cooperate with the Landlord in the care and maintenance of the premises, building and grounds by promptly report to the Landlord any accident, break, or defect in the water, heating, or electrical systems or in any part of the building and its equipment.

14. TENANT INSURANCE: It is the responsibility of the Tenant to insure the Tenant’s property on the premises against damage or loss to such property occasioned by fire, theft, and other perils, which cause such damage or loss. The Tenant’s policy shall waive all rights of subrogation against the Landlord and its servants, agents and contractors; and the Tenant shall on demand provide a copy of his insurance to the Landlord.

The Tenant hereby waives and releases the Landlord from any liability whatsoever for damage or loss to any persons or property whatsoever which occurs in or in connection with the premises, the building and its facilities, the grounds and parking lot, howsoever caused, including loss due to negligence or fault of the Landlord or its servants, agents, or contractors (Tenant to look to its own insurance and insurers for recovery of and protection against any such loss or damage). Without limiting the generality of the foregoing, the Landlord shall not be responsible for any loss of Tenant’s property in the premises or stored in the building due to any cause whatsoever.

15. OVERHOLDING TENANTS: In the event the Tenant shall remain in the premises at the expiration or termination of the term, this Lease shall not be deemed to be renewed and the Tenant shall be deemed to be overholding on a day-to-day basis. In addition to any other remedy available to the Landlord, the Tenant shall pay damages for use and occupation of the premises equal to double the rent payable hereunder when calculated on a daily basis. The Overholding Tenant will also be liable for any damage suffered to the incoming tenant or damages suffered by Landlord in respect to an incoming tenant.

16. PREVIOUS TENANTS AND POSSESSION: If the Premises shall not be available for occupancy by the Tenant (for any reason whatsoever) upon the date of commencement of the term of this Lease, the rent shall not commence until the Premises are available for occupancy and possession by the Tenant. When there is a delay, through no fault of the Tenant two (2) or more weeks past the date of possession, the Landlord and the Tenant shall each have the option of terminating the Lease at that time. It is agreed that the Landlord shall not be liable to pay nor the Tenant be entitled to receive compensation for any damages, loss, inconvenience, nuisance or discomfort occasioned by the Premises are not available for possession and occupancy.

17. ABANDONMENT: Should the Tenant fail to take possession of the premises at the commencement of the present lease, or abandon the premises before the termination of the present lease, the Landlord may take possession without notice or demand and re-lease the premises on such conditions as the Landlord may deem advisable, without prejudice to the Landlord’s right to recover rental which may be owing and all claims for damages. Any furniture and effects remaining in the building may at any time be sold by the Landlord to such persons and at such prices as he may see fit and the net proceeds thereof shall be applied in reduction of the Tenant indebtedness. If the Tenant abandons the premises prior to the termination of this Lease, and without having given proper notice, rent due and owing by the Tenant for the unexpired portion of the term of the Lease shall become fully due and payable together with a re-rental fee of Two Hundred (\$200.00) Dollars.

18. BREACH BY TENANT:

- (a) If and whenever:
 - (i) the rent hereby reserved or any pan thereof is not paid when due, or there is non-payment of any other sums which the Tenant is obligated to pay under the provisions hereof; or
 - (ii) the term hereby granted, or any goods, chattels or equipment of the Tenant shall be taken or be eligible in execution or in attachment or if a Writ of Execution shall issue against the Tenant; or
 - (iii) the Tenant shall become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any Act that may be in force for bankrupt or insolvent debtors or become involved in voluntary winding up proceedings or if a receiver shall be appointed for the property or affairs of the Tenant; or
 - (iv) the Tenant shall move or commence, attempt or threaten to move its goods, chattels, and equipment out of the Premises or shall abandon the Premises; or
 - (v) the Tenant shall not observe, perform and keep each and every of the covenants, agreements, provisions, stipulations and conditions herein and in the said rules and regulations contained to be observed, performed and kept by the Tenant; then and in any of such cases, at the option of the

Landlord, the full amount of the current month's and the next ensuing three (3) month's monthly rent shall immediately become due and payable and the Landlord may immediately disclaim for same, together with any arrears then unpaid; and the Landlord may on fourteen (14) days' notice in writing to the Tenant forthwith re-enter upon and take possession of the Premises or any part thereof in the name of the whole and remove and sell the Tenant's goods, chattels and equipment there from, any rule of law or equity to the contrary notwithstanding; and the Landlord may seize and sell such goods, chattels and equipment of the Tenant as are in the Premises as if they had remained and been disclaimed upon the Premises, and such sale may be affected in the discretion of the Landlord either by public auction or by private treaty, and either in bulk or by individual item, or partly by one means and partly by another, all as the Landlord in its entire discretion may decide.

- (b) The Landlord shall be entitled to or does re-enter, the Landlord may terminate this Lease by giving fourteen (14) days' notice thereof as aforesaid, and in such event the Tenant shall accordingly vacate and surrender the Premises.
- (c) That on the Landlord's becoming entitled to re-enter upon the premises under any of the provisions of this Lease, the Landlord in addition to all other rights shall have the right to enter the premises as agent of the Tenant either by force or otherwise, without being liable for any prosecution there from, and to re-let the Premises as the agent of the Tenant and to receive the rent there from and as the agent of the Tenant to take possession of any furniture or other property on the Premises and to sell the same at public or private sale without notice and to apply the proceeds of such sale and any rent derived from re-letting the premises on account of the rent under this Lease, and the Tenant shall be liable to the Landlord for the deficiency, if any.
- (d) That in the event it shall be necessary for the Landlord to retain the services of a solicitor or any other proper person or agency for the purpose of assisting the Landlord in enforcing any of its rights hereunder in the event of default on the part of the Tenant or other event described in subparagraph (a) of this paragraph 17, the Tenant shall pay to the Landlord forthwith on demand, and shall indemnify and save harmless the Landlord from and against, any and all fees, disbursements and other charges whatsoever of such solicitor or other person or agency (legal fees and disbursements to be paid by the Tenant on a solicitor and-his-own client basis).
- (e) No reference to or exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from any other remedy in respect thereof, whether allowed at law or equity or expressly provided for herein, No such remedy shall be exclusive or dependent upon any other such remedy but the Landlord may from time to time exercise anyone or more of such remedies independently or in combination.

19. BREACH OF RULES: Any alleged infringement of a condition of this lease brought to the notice of the Landlord will be promptly investigated and his decision will govern.

20. LIABILITY FOR RENT: When two or more persons occupy the same premises, the Landlord may collect the full rent from anyone of them.

21. RIGHT OF ENTRY: The Landlord shall have the right to enter the premises:

- (a) without notice or consent in the case of any emergency or in the event that the Tenant has abandoned the premises; or
- (b) after giving written 24 hour notice to the Tenant,
 - (i) to inspect the state of repair of the premises; or
 - (ii) to make repairs to the premises; or
 - (iii) to show the premises to prospective purchasers or mortgages of the premises; or
 - (iv) to show the premises to prospective tenants after a notice of termination has been served or during the last month of tenancy if the tenancy is for a fixed term.

22. HEAVY OBJECTS: The Landlord retains the right to prescribe the weight and proper position of exceptionally heavy articles; and all damage done to the building by bringing or keeping in or taking out any article shall be made good and paid for by the Tenant who causes any articles to be brought or kept in or taken out of the building. Heavy objects include but are not limited to pianos, etc. or any other object, which weighs in excess of 50 lbs. Per square foot of floor area occupied by said object. Written permission must be obtained from the Landlord prior to bringing a heavy object into the building.

23. NOTICE: Any notice respecting this lease may be given to the Landlord at the Landlord's rental office in the city in which the premises is located (or such other address as the Landlord may after this date designate) and may be given to the Tenant either personal delivery to the Tenant (or one of them if there is more than one Tenant) or by delivery to the Premises. The Tenant agrees that any notice to the Landlord will only be effective upon the date of actual receipt by the Landlord's rental office regardless of when mailed or sent by the Tenant.

24. ELEVATOR: The Landlord will keep any elevator in the building in a good state of repair but shall not be responsible to the Tenant or their guests for any loss or injury resulting there from.

25. RULES AND REGULATIONS: The rules and regulations attached hereto, and any modification thereof or amendments thereto which the Owner may hereafter from time to time adopt and promulgate are considered a part of this lease, and the Tenant covenants that said "rules and regulations" shall be adhered to by the Tenant, his employees, invitees, and all other persons invited or uninvited by the Tenant into the premises or on the adjoining property of the Landlord. Violation of any rules and regulations shall be sufficient cause for termination of this lease by the Landlord, and shall constitute a breach of this lease. In no event however, shall the Landlord be liable to any Tenant for the violation by others of any rules and regulations or the breach of any covenant or provision in any lease of any other Tenant in the development of which the premises is a part.

26. SEVERABILITY: If any clause of this lease is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the intention of the parties is that the remaining clauses of this Lease shall not be affected and shall remain in full force and effect. Any failure of the Owner to enforce any of the provisions or restrictions herein contained shall in no way be deemed a waiver of the right to do so thereafter or to insist upon strict compliance with the terms hereof.

27. INTERPRETATION: Whenever the singular number of masculine gender is used in this agreement the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so required.

28. This Tenancy Contract and everything contained herein shall be binding upon and enure to the benefit of the parties hereto and the successors and assigns of the Landlord; and the heirs, executors and permitted assigns of the Tenant.

29. The Landlord shall not be responsible for statements made by its employees such as caretakers, maintenance persons, cleaning staff, leasing persons, or contractors where such statement are not in compliance with the Lease.

RULES AND REGULATIONS: Notwithstanding any other provisions for terminating this Lease, if, in the opinion of the Landlord, the Tenant break any of the conditions contained herein including the following, the Landlord may terminate this lease by giving the Tenant written notice that the tenancy be terminated. Privacy and convenience are best achieved by people living together, with some mutually agreed upon understandings. These understandings have been set out as the following rules designed to help maintain community appearance and tranquility. We use these rules as little as possible but they are there to protect you and use if need be.

1. **COMBUSTIBLES:** No storage of any combustibles or offensive goods, provisions, or materials, shall be kept in the premises or building by the Tenant(s).
2. **GARBAGE.** All refuse shall be securely wrapped and tied before being placed in garbage cans. Where garbage chutes are provided, only refuse securely wrapped shall be placed into the garbage chutes. Bottles and newspapers should be placed neatly in a designated area. .
3. **CONTAINER EXPLOSION:** Bottles and pressurized cans shall be placed in the garbage containers and not down garbage chutes.
4. **HALLS:** The hallways, passages, and stairs of the building in which the premises is situated shall be used for no purpose other than going to and from the premises and Tenant(s) shall not in anyway encumber with boxes, shopping carts, or place or leave rubbish in the area used in common with other Tenant(s). In accordance with Fire Regulations, halls must be kept free of all rubbers, mats, baby carriages, etc, and fire fighting equipment must not be interfered with.
5. **BOOTS AND RUBBERS:** Boots and rubbers shall be removed at the entrance to the building and taken into the Tenant(s) premises.
6. **ALTERATIONS:** No alterations, painting or redecorating shall be done by Tenant(s). Wallpapering is not permitted under any circumstances.
7. **NAILS:** Tenants are permitted to use small finishing nails or nail supported hooks as a means to secure pictures on walls. Tenant(s) are not permitted to drive screws, hooks, etc. into or otherwise mutilate the walls, floors, ceiling or woodwork in the premises. The use of glue-on or self-adhesive picture hangers is not permitted.
8. **LOCKS:** No additional locks shall be placed upon any door of the premises without the written consent of the Landlord.
9. **WINDOWS, BALCONIES:** Tenant(s) will not shake, clean or hang any laundry, rugs, mats, clothes, bedding, etc, from windows, balconies or landings; nor shall any objects whatever be thrown or swept from windows or balconies. No flower boxes or other objects are to be placed on window ledges or railings.
10. **WATER:** The water shall not be left running unless in actual use. To prevent flooding, shower curtains must be put inside the bathtub or tub enclosure is to be closed.

11. HEATING: The Tenant(s) and those occupying under this lease shall not interfere with the furnace heating apparatus or with the lights of the building which are not within the premises.
12. CHILDREN: Children are not allowed as Tenant(s) of the premises except where the Owner has given its written consent. Children are not permitted in the laundry room at any time. Children are not permitted to be unattended in common areas at any time (children being any person under the age of 18 years).
13. LAUNDRY: The Tenant(s) shall have the right in common with other Tenant(s) to use the laundry room and equipment. Tenant(s) shall use the laundry room at their own risk. The laundry room as well as the appliances, tables and sinks shall be left in a clean and proper condition after use.
- 14. ANIMALS: No pets or animals of any sort shall be allowed or kept in or about the premises at any time.**
15. WIRING: No wires for electric lights, television or radio connections or otherwise are to be introduced, nor the position of any existing wires altered, and the telephone shall be permitted only at the place in the premises provided for the same.
16. CAR HEATERS: Because of the resulting overloading of circuits, no interior car warmers are to be used in the parking lot.
17. NOISE AND DISTURBANCES: Tenant(s) will not do or permit to be done in their premises or in the building anything that is likely to disturb or be a nuisance to the other Tenant(s) or neighbours. In particular, Tenant(s) shall not allow the noise of their radio, T.V., musical instruments, cars, or guest(s) to disturb other Tenant(s) during the day or night.
18. OTHER RULES: Tenant(s) will obey any rules posted regarding the use and care of the building, parking lot, laundry room and other facilities such as swimming pool, playground. etc. that are provided for the use of Tenant(s).
19. DRAPES: Drapes, when provided by the Landlord, are not to be removed or replaced by Tenant(s). Tinfoil is not permitted on the windows.
20. SIGNS: Tenant(s) shall not display any signs, exterior lights or markings on the premises, and no awnings or other projections shall be attached to the outside walls of the building of which premises is a part.
21. PLUMBING AND ELECTRICITY: Toilets, basins. etc. shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other improper articles be placed into same. The electrical system shall not be overloaded by Tenant(s). Any damage resulting from, misuse of the aforementioned facilities, shall be corrected by Landlord at the expense of Tenant(s).
22. LOCKS AND KEYS; Tenant(s) are prohibited from changing or in any way altering locks installed on the doors of the premises. There shall be a charge made for lost keys or keys which Tenant(s) fail to return. In the event Tenant(s) shall be locked out and shall require services of Management on opening premises, Tenant(s) shall pay a charge to be determined at the time for each such occurrence on holidays, Saturdays, and between 5:00 p.m. and 5:00 a.m. weekdays, providing management at its option is able to provide such service.
23. DELIVERIES/MOVING: The delivery of furniture/large items to and from the premises is permitted only between 9 a.m. to 5 p.m. daily except Sundays and holidays. Removal of all packing cases, barrels, boxes and any other goods or materials used in moving will be the responsibility of Tenant(s). Such items are to be flattened and disposed of in the designated area. Prior arrangements must be made should an elevator be required and put on service.
24. APPLIANCES: Tenant shall not install major appliances of any kind within, on, or about the premises without the Landlord's written consent.
25. ANTENNAS/SATELITE DISHES: Radio/television aerials or satellite dishes shall not be placed or erected on the roof, balcony or exterior of the building. Amateur radio transmission is prohibited within the development.
26. PARKING: Tenant agrees to abide by the parking regulations which may be established from time to time by the Landlord, and if the Landlord has designated a space to park, Tenant shall park only in the space provided and shall notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. Vehicles are not to be backed into parking stalls, if applicable. Unlicensed, uninsured and/or inoperable vehicles parked on the Landlord's property will be removed at the Tenant's expense.
27. OTHER VEHICLES: No boats, trailers, campers, motorcycles, or vehicles larger than a passenger automobile will be permitted within the development of which the premises is part. Moreover, any type of non-operative vehicle will not be permitted within the development of which the premises is a part and any such vehicle or any of the properties mentioned in the preceding sentence may be removed by the Landlord at the expense of the Tenant owning the same for storage or public or private sale, at the election of the Landlord, and the Tenant owning same shall have no right of recourse against the Landlord therefore. No repairing of automobiles, trailers, boats, campers, or any other property of Tenant will be permitted on the property.
28. STORAGE: No lighted candle or lamp shall be taken into storage areas. No goods or materials of any kind or description that are combustible or would increase the fire risk shall be stored herein and the Landlord will not be responsible for any loss or damage thereto by fire, theft, or otherwise.
29. ATTIRE: No person shall be permitted on or about the premises unless properly attired.
30. SOLICITING: Soliciting is strictly forbidden. It is requested that the Tenant notify the office if a solicitor appears and appropriate action will be taken.
31. NEGLECT OF DUTY: Tenant is respectfully requested to promptly report any neglect of duty or any incivility on the part of the employees of Management, and any other matters, which interfere in any way with the full enjoyment of the premises by the Tenant.
32. COLD TEMPERATURES: Tenant is advised that throughout the winter season it is imperative that windows and balcony doors be kept securely closed when the outside temperature is below freezing. Failure to do so may result in the freezing and/or bursting of heating pipes. This will result in flooding of the suite (and possibly other suites). DAMAGES RESULTING FROM FROZEN WATER PIPES ARE THE FINANCIAL RESPONSIBILITY OF THE TENANT as noted in #12
33. WINDOWS AND BALCONY DOORS: Should be closed at any time when the premises are left unattended. This will prevent any inadvertent flooding because of rains. Should drapes, carpeting, or any other part of the premises or property become damaged as a result of an infiltration of water through open doors or windows the resulting damages will be the financial responsibility of the Tenant involved.
34. GUESTS: Tenant(s) shall be responsible and liable for the conduct of their guests. Acts of guest(s) in violation of the Lease or these Rules and Regulations shall be deemed a default by Tenant.
35. NEW RULES: The Landlord may from time to time make such other and further reasonable rules for the care and cleanliness of the building and grounds and for the comfort and convenience of the Tenant; and the Tenants, their families, visitors and guests shall obey such rules.
36. The Landlord reserves the right to cancel and terminate this lease within three days of the lease being signed by the Tenant, whether or not the Tenant has occupied the premises, if the Landlord in his sole discretion so decides.
37. This document is of no effect until signed by both the Landlord and the Tenant.

Failure to pay rent in full when due (First Day of Each and Every Month) will result in the following:
Door hanger/Notification will be placed on the premises on the 2nd. 14 day Eviction Notice issued on the 3rd. Tenant must contact Landlord immediately. Notice will be issued advising that the premises will be shown for leasing. The first business day after Eviction Notice comes to term, Order of Possession action will commence. Once obtained, all outstanding rent and legal costs will be sent to the Landlord's Collection Agency for payment, which results in placement on the Tenant(s) Credit Report.

The Tenancy created by this agreement is governed by the Residential Tenancies Act and if there is a conflict between this agreement and the Act, the Act prevails.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Signed by the Landlord

Witness

Signed by the Tenant in the presence of:

Witness

Signature of Tenant

Signature of Tenant

I hereby acknowledge receipt of a DUPLICATE ORIGINAL OF THIS AGREEMENT this ____ day of _____, 200____.

Signature of Tenant