



Lease Agreement

Date of Agreement: _____

This agreement is made between:

LANDLORD

King Residences Inc.
3 Westoby Court
Dundas, Ontario, L9H 7P9

And TENANT & GUARANTOR

TENANT INFORMATION

Name:	E-mail:
Home Phone #:	Cell Phone #:
Date of Birth:	Driver's License #:
Home Address:	City:
Province:	Country:
Postal Code:	
Institution Attending:	Program:
Student ID:	

GUARANTOR INFORMATION

Name:	E-mail:
Work Phone#:	Cell Phone #:
Home Phone#:	Driver's License #:
Home Address:	City:
Province:	Country:
Postal Code:	

THE AGREEMENT:

The Landlord agrees to rent to the Tenant and the Tenant agrees to rent form the Landlord:

Room#	Address	City	Province	Postal Code

Hereinafter referred to as the **Premises**

Tenant	Guarantor	Landlord

TERMS OF AGREEMENT

The term of this Agreement shall be:

1. The Tenant(s) shall occupy the Premises, subject to the present tenant(s) vacating for a term:

Starting: _____ Ending: _____

2. Prior to terminating the tenancy, the Tenant is required to give written notice to the Landlord. A Tenant must give 60 days' written notice, and the termination date cannot be earlier than the final day of the lease.

3. The rent shall be \$_____ per month, and shall be payable in advance on or before the 1st day of each month.

4. Utilities will be paid by the parties as indicated below:

	Landlord	Tenant
Electricity		
Gas		
Water		
Internet		

	Landlord	Tenant
Garbage Removal		
Parking		

Appliances will be supplied and maintained in working order as indicated below:

	Landlord	Tenant
Stove		
Refrigerator		
Washer (in laundry facility)		
Dryer (in laundry facility)		

	Landlord	Tenant
Furnace		
Hot Water Heater		

Tenant	Guarantor	Landlord

5. The Landlord shall at all times maintain the premises and appliances provided by him/her in a condition that complies with the Residential Tenancies Act
6. Schedules attached hereto shall form an integral part of this Student Lease Agreement and consist of Schedules 1, 2 and 3.
7. The following people are authorized to act on behalf of the Landlord and is specifically authorized to accept notices of the Tenant's complaints and to accept any service of legal process or notice:

THIS DOCUMENT is intended to be a complete record of the Rental Agreement. All parties are to have a complete copy of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents:

Landlord/Landlord's Agent(s)

Per _____
(Signature)

(Print Name)

Tenant

(Signature)

(Print Name)

Guarantor

(Signature)

(Print Name)

Tenant	Guarantor	Landlord

Schedule 1: Lease Agreement Details

RENTAL PAYMENTS

- a) Rental cheques are payable to King Residences Inc.
- b) If POST-DATED cheques (11 in total) are to be provided, the tenant agrees to supply them to LANDLORD before being granted entry to the premises. Last month's rent must be dated to coincide with the lease agreement date, and all other cheques (11 in total) must be dated successively starting with the first day of the first month of the lease start.
- c) Rent is required at LANDLORD's or LANDLORD'S AGENT's office on or before the date the rent is due.
- d) The TENANT hereby grants permission to LANDLORD to record and use information about the TENANT obtained during the course of the tenancy for the purposes of enforcing any term of this Tenancy Agreement and to obtain a Consumer Report in the event the TENANT is in arrears of rent or wishes to renew this Tenancy Agreement.
- e) All payments of arrears are to be made by money order or certified cheque only, unless otherwise directed by LANDLORD. Acceptance of other forms of payment from time to time by LANDLORD, his agent or employee shall not be deemed a waiver of this term.
- f) If the Monthly Rental is paid by cheque and the cheque is not honored at the bank upon which it is drawn, TENANT shall pay to LANDLORD, in respect of the dishonored cheque, the corresponding charge NSF fee plus a \$20.00 administrative charge for each cheque dishonored.
- g) TENANT agrees to deposit with LANDLORD the equivalent of a month's rent or Total Monthly Rent (last month's rent) as prepaid rent to be applied toward payment of the rent for the last rent period of the tenancy. In the event of a lawful rent increase, the Tenant shall pay an additional amount to increase the rent deposit in an amount equal to the increased Monthly Rental. The increased deposit may be paid by way of a credit by LANDLORD of interest due upon signing of the lease

DELIVERY OF POSSESSION

In the event LANDLORD is unable to give possession of the Rented Premises on the commencement of the term for any reason, including, but not limited to an over holding tenant, LANDLORD shall not be subject to any liability to TENANT or occupants and shall give possession as soon as LANDLORD is able to do so.

Failure to give possession on the date of commencement of the term shall not in any way affect the validity of this Tenancy Agreement. However, the rent payable under this lease will be adjusted so that TENANT will only be responsible for rent from the date possession the Rented Premises is delivered to the Tenant. The original Expiry Date of the term of the Lease will not be extended but if the Rented Premises is not delivered to TENANT within 30 days from the Beginning Date, either the TENANT, LANDLORD or LANDLORD'S AGENT may terminate this Lease by giving the other notice via e-mail.

Tenant	Guarantor	Landlord

CONDITION OF PREMISES

On move-in day TENANT agrees to fill out an "Incoming Inspection" report noting any defects and or deficiencies in the condition of the Rented Premises and undertakes to notify LANDLORD, via e-mail, within seven (7) days of the commencement of the term of this Agreement of any major repairs and or deficiencies not addressed/missed in the "Incoming Inspection" report. TENANT agrees that there is no promise, representation or undertaking by or binding upon LANDLORD, with respect to any alteration, remodeling, decorating or installation of equipment or fixtures in the Premises. TENANT hereby agrees to maintain the Premises in the same condition as existed at the commencement of this Tenancy Agreement, or as improved by LANDLORD thereafter, reasonable wear and tear excepted. On termination of the this Lease Agreement or TENANT vacating the Rented Premises an "Outgoing Inspection" report will be conducted and TENANT will reimburse LANDLORD for any damage to the Rented Premises beyond reasonable wear and tear.

REPAIRS

In the event of a breakdown of the electrical or mechanical systems, LANDLORD shall not be liable for damages or personal discomfort; however, LANDLORD shall carry out repairs with reasonable diligence. If TENANT hires a service person without the consent of LANDLORD, the bill of service will be the responsibility of TENANT.

CARE OF RENTED PREMISES

TENANT agrees to keep the Rented Premises in a reasonable state of cleanliness and shall be liable for the costs of repair of damage to the Rented Premises or residential complex caused by the willful or negligent conduct of TENANT, other occupants of the Premises or persons who are permitted in the residential complex by TENANT. TENANT shall also be responsible for replacing all light bulbs and unclogging of toilets. Should a plumber be required to unclog the toilet(s) and it is found to be TENANT'S fault, the charge for the plumber will be the TENANT'S responsibility. TENANT shall not make any alterations to, or decorate the Premises, without the LANDLORD's prior written approval and shall, upon termination of tenancy, remove any alterations and decorating and restore the Premises to the same condition as it was in on the date of commencement of this Tenancy Agreement, reasonable wear and tear excepted. See Schedule 2 -Damage/Other Charges for charges that may apply.

MAINTENANCE

TENANT covenants to advise LANDLORD, via e-mail, of any repairs or maintenance required to be done by LANDLORD. It is further agreed that, upon written notice to LANDLORD of any repairs or maintenance that LANDLORD is required to undertake by law or under this Agreement, TENANT, except in the case of an emergency, shall not call on any person not employed by LANDLORD to affect any repair or maintenance of the Premises.

FIRE

TENANT shall not do, bring or keep anything in the Premises, or permit or suffer such act which will in any way create a risk of fire or increase the rate of fire insurance on the building or contents.

Tenant	Guarantor	Landlord

ACCESS

- (i) The sidewalks, entry, passageways and stairways used in common shall not be obstructed or used for any purpose other than proper access to and from the Premises.
- (ii) Bicycles shall be kept only in areas designated by LANDLORD and shall NOT be allowed inside individual suites and/or public areas of the building not assigned for the purpose of bicycle storage.
- (iii) LANDLORD shall have the right to limit access or set times of availability to the building elevator by moving services.
- (iv) The TENANT shall obtain permission from the LANDLORD prior to arranging moving services so that protective pads may be installed prior to the TENANT moving.
- (v) In the event of an emergency the LANDLORD is permitted access to any residence for the purpose of accessing any service shut off value without written 24 hours' notice.

PAINTING AND ALTERATION

- (i) TENANT shall not permit the painting of any portion of the Premises, or erect or cause to be erected any structure in, about, or upon the Premises, or permit or make any alterations or changes in or about the Premises without the prior written consent of LANDLORD.
- (ii) Wallpaper shall not be installed without the prior written consent of LANDLORD.
- (iii) Spikes, hooks, screws, nails, or stick-on hangers shall not be put into or upon any woodwork or drywall of the Rented Premises.
- (iv) No adhesive products or self-adhesive products shall be used within the Premises, including but not limited to: self-adhesive picture hangers, clothes hooks, refrigerator decorations and bathroom decals.
- (v) See Schedule 2 - Damage/Other Charges for charges that may apply.

ELECTRIC LIGHT BULBS

LANDLORD shall furnish electric light bulbs in the fixtures installed by LANDLORD at the time TENANT takes possession of the Premises, but not thereafter. Upon termination of the tenancy, TENANT shall be responsible for ensuring that all electric light bulbs are in place and in an operable condition.

SMOKE DETECTORS

- (i) TENANT agrees to immediately notify LANDLORD via e-mail of any damage to or malfunction of any smoke detector supplied by LANDLORD and LANDLORD agrees to service same, provided:

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- (ii) If the malfunction is due to the TENANT'S removal or tampering or adjustments made thereto or removal thereof by TENANT or his guests, TENANT shall reimburse LANDLORD for any expenses incurred for replacement or servicing of the equipment.

SPRINKLER HEADS

Nothing shall be hung from the sprinkler heads and no alterations to it shall be done by the TENANT. The sprinkler heads must not be painted. If alterations or damage of the sprinkler head is done by the TENANT, the TENANT shall pay for the replacement or servicing of the equipment.

WINDOWS AND WINDOW BLINDS

No awnings, shades, flower boxes, aerials, satellite dishes, bottles or other items shall be erected over or placed outside windows, doors, balconies or inside patios. Balconies or patios shall not be used for the hanging or drying of clothes or for storage. No objects whatsoever shall be dropped, thrown, propelled or projected from the Rented Premises, and no Tenant shall permit or tolerate such act.

SIGNS

No signs, advertisements or notices shall be posted or inscribed on any part of the building by the Tenant.

GARBAGE

All garbage shall be wrapped in plastic or disposable garbage bags and tied and sorted if required and placed in the areas designated by LANDLORD and at such times which he may designate, all in conformity with Department of Health regulations and any applicable recycling regulations. It is expressly agreed and understood, however, that garbage shall not be stored outside the Premises at any time unless in facilities designated by LANDLORD.

LAUNDRY ROOMS

The use of the washing machines and dryers shall be subject to any operating rules, regulations or Notices posted or provided by LANDLORD and no laundry shall be hung in, around or about any portion of the Premises. Water lines to the washer, when possible, shall be shut off when the washer is not in use.

REPAIRS AND REPLACEMENTS

Except if repairs or replacements are required by normal wear and tear, TENANT shall be responsible for all repairs and replacements in the Premises including, without restricting the generality of the foregoing, broken glass, torn screens, damaged light fixtures, plugged toilets, and plugged sink drains as well as all cleaning charges plus an administration charge of 15% of the cleaning costs.

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APPLIANCES

TENANT is responsible for the cleanliness of all appliances and other than any normal wear and tear and shall pay for any damage as a result of TENANT’S fault according to Schedule 2-Damage/Other Charges for charges that may apply.

REFRIGERATORS

Ice shall not be scraped from any surface and electric defrosters shall not be used in any refrigerator. Plastic parts of the refrigerator shall not be subjected to water hotter than the hand can bear. TENANT shall pay for any damage to the refrigerator.

MOVING

- (i) Household furniture and effects may be removed from the Premises only at such time and in such manner as prescribed by LANDLORD.
- (ii) TENANT shall not damage any part of the building or Premises by moving furniture or other articles in or out and TENANT agrees to indemnify LANDLORD for any expenses incurred in repairing any damage so caused.

LOCKS

- (i) TENANT shall not alter or add to the locking system on any door giving direct entry to the Premises. TENANT hereby consents to any change of locks in the building including that of the door giving direct entry into the Premises, provided LANDLORD gives TENANT a replacement access card, key or code number.
- (ii) In the event TENANT or his guest(s) locks himself out of the Premises, LANDLORD shall not be obligated to unlock the Premises and TENANT shall be responsible for all costs of re-entry including, but not limited to, locksmith charges, charges for damages howsoever caused, and any service charge payable to LANDLORD if LANDLORD agrees to unlock the Premises.

AMENDMENTS

The Tenant covenants and agrees to comply with each of the rules and regulations herein and, upon notice, and any additions or amendments thereto.

ASSIGNMENT OR SUBLEASING OF RENTED PREMISES

The Tenant acknowledges the right of LANDLORD to consent or refuse to consent to the assignment and/or sublease of the Premises. The Tenant covenants not to assign and/or sublease the Premises without first requesting, via e-mail, and receiving written notice of LANDLORD to do so. If LANDLORD consents to an assignment and/or sublease of the Premises, the Tenant shall not assign and/or sublease the Premises to a potential assignee and/or sublet without first requesting, via e-mail, that LANDLORD consent to the assignment

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and/or sublet of the Premises to the potential assignee and/or sublet and receiving LANDLORD's written consent thereto, which consent will not be arbitrarily or unreasonably refused; however, LANDLORD will charge an administration and processing fee in respect of the expenses associated with the granting of such consent in the amount specified under Schedule 2 - Damage/Other Charges for charges, per applicant.

LIABILITY

The Landlord or his Agent shall not be in any event whatsoever liable or responsible in any way for:

- (i) any loss of or damage or injury to any property including cars and contents thereof belonging to the Tenant or to any member of the Tenant's family or to any other person while such property is on the Premises or the premises of LANDLORD; or
- (ii) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, ground water, rain or snow which may leak into, issue or flow from any part of the Premises or the premises of LANDLORD or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter; or
- (iii) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
- (iv) any damage caused by anything done or omitted to be done by any tenants of LANDLORD; or
- (v) any damage to or loss of any property left in or on the Premises or the premises of LANDLORD subsequent to the Tenant giving up possession of the Premises whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by LANDLORD, his Agent or any other Tenants of LANDLORD, or any other person; or
- (vi) any damage to or loss of property incurred by the Tenant as a result of an "Act of God", being such as but not limited to, the following; severe storm, lightning, flood etc.

DAMAGE TO PROPERTY

In the event of damage, destruction or disposition of TENANT'S property, which TENANT believes has resulted from an act or omission of LANDLORD, LANDLORD'S AGENT or Superintendent, TENANT agrees to notify LANDLORD on the next business day, via e-mail, of such damage, destruction or disposition and to provide written particulars of same, including the alleged cause. TENANT further agrees not to dispose of, repair or replace any such property without first permitting LANDLORD to inspect it. In addition, where TENANT proposes to incur expenses which TENANT believes have resulted from an act of omission of LANDLORD, LANDLORD'S AGENT or Superintendent, TENANT shall first notify LANDLORD of the intention to incur such expenses and shall permit LANDLORD an opportunity to propose other arrangements which may be more effective and less costly than those for which TENANT proposes to incur expense. In all cases of damage to property, however caused, TENANT shall notify his insurer of the damage and shall file a claim with his insurer for the full amount of the loss.

IF PREMISES RENDERED UNFIT

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Except where the Premises are rendered unfit for the purposes of TENANT as a result of an "Act of God" or the negligence of LANDLORD, TENANT shall be liable for full payment of rent for the Premises and shall be liable to reimburse and indemnify LANDLORD in respect of payments made or liable to be made by LANDLORD to any insurer or to any other person in respect of lost income and damages of any kind and shall be liable to pay the full Monthly Rental during the period when the Premises are unfit for the purposes of TENANT.

INSURANCE

TENANT shall, during the entire period of this tenancy and any renewal thereof, at his sole cost and expense, obtain and keep in full force and effect, content insurance. LANDLORD shall maintain fire insurance.

SEVERABILITY

If any term, covenant, condition or provision of this Tenancy Agreement or the application thereof to any person or circumstances to any extent is held invalid or unenforceable, the remainder of the Agreement, or the application of the term, covenant, condition or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition or provision of this Agreement shall be valid and enforced to the fullest extent of the law.

INDEMNIFICATION

TENANT will indemnify and save harmless LANDLORD, LANDLORD's agents, servants and workman from and against any and all claims, suits, actions, damages, and causes of action arising from injury, loss of life, or damage to property sustained in or upon the Premises.

GUARANTOR'S LIABILITY

In consideration of the execution and delivery of this Tenancy Agreement by LANDLORD, GUARANTOR, as principal debtor, agrees to execute an agreement made collateral to this Tenancy Agreement which, upon execution by the Guarantor and LANDLORD, shall be deemed to constitute a part of and be incorporated into this Tenancy Agreement with the Guarantor deemed to be a party to this Tenancy Agreement. GUARANTOR further agrees that liability under this guarantee shall continue until such time as this Tenancy Agreement is terminated and the Guarantor continues to be liable and bound by the Guarantee during any renewals and extensions, statutory or otherwise, of the term of this Tenancy Agreement.

OBLIGATIONS ARE JOINT AND SEVERAL

Everything contained in this Tenancy Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each party hereto. The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to TENANT shall be deemed to include all Tenants to this Agreement.

ALL COVENANTS OF THE TENANTS HEREIN CONTAINED SHALL BE DEEMED TO BE JOINT AND SEVERAL OBLIGATIONS.

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Schedule 2: Damage / Other Charges

Non-Sufficient-Funds (NSF) or dishonoured payment - Actual bank NSF fee plus \$20.00 administration charge

Lease Reassignment/Sublease administrative charge - \$ 100.00

Access card, Key replacement, Lock Access Code administrative charge - \$ 75.00 each

TENANT is responsible for the cost of damage repair, cleaning and replace in the amount of the LANDLORD'S actual cost plus a 15% administration charge. This list is not meant to be all inclusive or exhaustive:

Replace missing sink stopper, Appliance cleaning, Suite cleaning, Damage to LANDLORD'S furniture or appliances or TV, Removal of tacks or tape or nails, etc. from room surfaces, Repainting room walls and ceilings, Damaged drywall, Shower stall repairs, Damage to countertop and/or backsplash, Repairs to carpet or laminate or tile flooring, Removal and disposal of TENANT'S personal belongings, Missing electric light bulbs at time of move-out, Tenant caused plumbing repairs, Broken door, Broken lock or door closure, Broken kitchen/bathroom cabinet door, Broken window/glass, Broken/missing window screen / mirror, Broken window blind, Damaged or missing smoke detectors, Refrigerator or Stove, Bathrooms/Laundry Vanity.

Schedule 3: Rules and Regulations

The Tenant agrees to abide by the Rules and Regulations of this Lease Agreement and to perform all covenants herein contained.

1. The Tenant agrees to use the Premises as a residential dwelling and for no other purpose whatsoever.
2. The Tenant agrees not to conduct, permit, or suffer any act or activities on or about the Premises for which consideration would normally be payable, including but not limited to activities such as the operation of babysitting or childcare services, or the operation of any other business or commercial use.
3. The Tenant shall not permit the Premises to be occupied by anyone other than the persons listed in this Agreement unless authorized by LANDLORD via e-mail. LANDLORD shall be deemed not to have Notice of such occupancy unless the Tenant complies with this term.
4. The Tenant agrees not to permit a sale or auction to be held on the Premises without written consent of LANDLORD.
5. The Tenant shall not remove any of the appliances provided nor bring any major appliances into suite without prior written consent from LANDLORD.
6. No bicycles shall be kept inside individual suites. Bicycles shall be stored in the designated assigned areas.
7. Cooking to be limited to kitchen area only.

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8. The Tenant is responsible for their garbage. It is expressly agreed and understood that garbage shall not be stored for long periods of time inside the suite but shall be placed in the appropriate containers in the designated area.
9. The Tenant is responsible for any damage caused by visitors he or she allows on the premises.
10. The Tenant shall not keep any pets on the property.
11. Parking is only allowed to Tenants with a permit issued by LANDLORD and LANDLORD shall have the right to reassign such parking spaces from time to time as LANDLORD, in his sole discretion, may determine. The Tenant shall furnish LANDLORD with such information as he may require to identify the Tenant's automobile and the Tenant shall affix to the vehicle such identification as may be designated by LANDLORD from time to time.
12. LANDLORD accepts no responsibility of vehicle parking fines, loss or damage to vehicles, including contents, for vehicles parked on the property.
13. No parking on grass.
14. Any vehicle parked in a location other than the designated parking space, or areas, or should any such automobile remain in the allotted parking space or area for such time that we believe the vehicle has been abandoned; LANDLORD shall be entitled to remove the vehicle from the Property at the vehicle's owner's risk and expense.
15. The TENANT agrees to clean their own parking spot area from snow and keep the area clear from any obstructions.
16. No repairs, cleaning, washing or maintenance to any vehicle shall be carried out on the property.
17. The Tenant shall not assign or sublet any parking space without written consent from LANDLORD.
18. LANDLORD will maintain access to and from the Premises including snow removal from the walkways and sidewalks.
19. LANDLORD will be responsible for cutting and maintaining the lawn and any other landscape areas.
20. Smoking is prohibited inside the premises and within 10 meters of any entrance to the premises.
21. Tenant to notify in writing of any damage or structure defects, defective fire alarms, fire extinguishers and exit lights. Tenant agrees to not remove or tamper with any fire alarms or extinguishers.
22. There are no barbecues permitted on balconies, porches or inside the Premises.
23. Tenant agrees to not cause or permit any noise or interferences which are disturbing to the comfort or reasonable enjoyment of others at the Premises.
24. If Tenant is provided with shower curtains on move-in date, Tenant will be responsible for maintaining same during the term of the lease agreement.
25. If fire occurs due to negligence of any Tenant/subtenant/guests of Tenants or subtenants which would render the suite uninhabitable LANDLORD would NOT be required to provide alternate accommodation

Tenant	Guarantor	Landlord

for Tenant and Tenant would be required to pay for damages and also continue fulfilling all terms of the lease.

26. The Tenant shall not remove from the house/suite any of the furniture provided nor bring any large furniture (i.e. beds, couches, loveseats, etc.) into suite/house. Items like a dresser or desk chair are acceptable to bring in and must be removed at the end of the lease.
27. Upon the Tenant's termination of this lease agreement, the Tenant shall arrange with LANDLORD to complete an "Outgoing Inspection Report", which shall be signed by both parties. Failure to complete an "Outgoing Inspection Report" will be deemed acceptance by the Tenant of LANDLORD's copy of same.
28. Upon termination of the tenancy, the Tenant shall give vacant possession and deliver all keys and access cards of the Premises to LANDLORD. Failure to comply with this provision shall render the Tenant liable as per Schedule 2- Damage/Other Charges.
29. The premises shall be left fit for immediate occupation by the new Tenant, clean, undamaged, and with all furniture belonging to the Tenant and refuse removed. Without limiting the generality of the foregoing, the Tenant shall:
 - i. leave the Premises, appliances, and appurtenances in the same condition as existed at the commencement of the term and if the condition of the Premises has been improved by LANDLORD following the commencement of the Tenancy Agreement in any manner or for any reason whatsoever, the Tenant shall leave the premises in the said improved condition, reasonable wear and tear excepted;
 - ii. leave all flooring surfaces, walls, ceilings, windows, doors, and every other part of the Premises in a clean condition and not move heavy furniture over the floors or stairs;
 - iii. leave all appliances, furniture and television in a clean condition, and replace any broken, missing or damaged parts before vacating;
 - iv. remove all contents belonging to the Tenant and refuse from the Premises and leave any storage areas clean and unlocked;
 - v. should LANDLORD have to clean or treat the Premises as a result of the Tenant's failure to comply with his/her obligations, the Tenant shall reimburse LANDLORD for all costs incurred in respect of same as per Schedule 2- Damage/Other Charges

Tenant	Guarantor	Landlord