



## Sub-Lease/Rental Contract

Date of Contract/Agreement: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

This contract is between the ORIGINAL TENANT and the SUBTENANT:

### LANDLORD INFORMATION

Collingwood Cambridge Holdings Inc.  
o/a Wolverine Property Management  
8 Spring St., St Jacobs, Ontario NOB 2N0

[Rent@WolverineManagement.ca](mailto:Rent@WolverineManagement.ca)

Phone 289-201-1066 x10

### ORIGINAL TENANT INFORMATION

|               |       |               |       |
|---------------|-------|---------------|-------|
| Name:         | _____ | E-mail:       | _____ |
| Home Phone #: | _____ | Cell Phone #: | _____ |
| Home Address: | _____ | City:         | _____ |
| Province:     | _____ | Country:      | _____ |
| Postal Code:  | _____ |               |       |

### SUBTENANT INFORMATION

|                        |       |                   |       |
|------------------------|-------|-------------------|-------|
| Name:                  | _____ | E-mail:           | _____ |
| Work Phone #:          | _____ | Cell Phone #:     | _____ |
| Home Phone #           | _____ | Driver's License: | _____ |
| Home Address:          | _____ | City:             | _____ |
| Province:              | _____ | Country:          | _____ |
| Postal Code:           | _____ |                   |       |
| Institution Attending: | _____ | Program / Year:   | _____ |
| Student ID:            | _____ | Gender:           | _____ |

### THE RENTAL CONTRACT / AGREEMENT:

The ORIGINAL TENANT agrees to rent to the SUBTENANT and the SUBTENANT agrees to rent from the ORIGINAL TENANT:

|        |                       |          |          |             |
|--------|-----------------------|----------|----------|-------------|
| _____  | 1084 Main Street West | Hamilton | Ontario  | L8S 1B3     |
| Room # | Address               | City     | Province | Postal Code |

With a marketing name of MainCline Residences, hereinafter referred to as the **Premises**

**TERMS OF AGREEMENT:**

The term of this Agreement shall be:

1. The SUBTENANT shall occupy the Premises, subject to the present tenant vacating for a term:

Starting: 1<sup>st</sup> day of \_\_\_\_\_, 20\_\_ at 12:00:00 p.m.

Ending: 30<sup>th</sup> day of \_\_\_\_\_, 20\_\_ at 12:00:00 p.m.

2. SUBTENANT will serve as the LANDLORD’S TENANT in place of the ORIGINAL TENANT.

3. The rent shall be \$\_\_\_\_.00 CAD per month, and shall be payable in advance on or before the 1<sup>st</sup> day of each month.

4. The ORIGINAL TENANT acknowledges receipt from the SUBTENANT of the sum of \$\_\_\_\_.00 (One month’s rent) as a rent deposit to secure the SUBTENANT’S performance of the obligations imposed by this Agreement. The rent deposit may not be larger than one month’s rent and may be applied toward the last month’s rent only. This rent deposit cheque shall be payable on the Sub-Lease/Rental Contract agreement date.

5. (a) Utilities will be paid by the parties as indicated below:

|             | Landlord | Tenant |
|-------------|----------|--------|
| Electricity | X        |        |
| Gas         | X        |        |
| Water       | X        |        |
| Internet    | X        |        |

|                 | Landlord | Tenant |
|-----------------|----------|--------|
| Garbage Removal | X        |        |
| Cable TV        | X        |        |

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

|                                 | Landlord | Tenant |
|---------------------------------|----------|--------|
| Stove                           | X        |        |
| Refrigerator                    | X        |        |
| Washer<br>(in laundry facility) | X        |        |
| Dryer<br>(in laundry facility)  | X        |        |

|                   | Landlord | Tenant |
|-------------------|----------|--------|
| Furnace           | X        |        |
| Hot Water Heater  | X        |        |
| Microwave         | X        |        |
| Other(s)(specify) | N/A      |        |

6. 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.

7. Schedules attached hereto shall form an integral part of this Sublease/Rental Agreement and consist of Schedules 1, 2 and 3.



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THIS DOCUMENT is intended to be a complete record of the Rental Agreement between SUBTENANT and the ORIGINAL TENANT. Both parties are to have a complete copy of this Agreement.

**Both parties agree that the Landlord is to be given a complete signed copy of this agreement. Original Tenant will take responsibility for giving a copy of this agreement (email or paper) to the Landlord along with the Lease Reassignment/Sublease fee, prior to occupancy.**

IN WITNESS WHEREOF the parties hereto have executed these presents:

ORIGINAL TENANT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Witness of ORIGINAL TENANT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

SUBTENANT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Witness of Witness of SUBTENANT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)



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## Schedule 1: Sub-Lease/Rental Contract Agreement Details

### RENTAL PAYMENTS

(a) Rental cheques are payable to \_\_\_\_\_.

(b) If POST-DATED cheques (\_\_\_\_ in total) are to be provided, the SUBTENANT agrees to supply them to ORIGINAL TENANT before being granted entry to the premises. Last month's rent must be dated to coincide with the Sub-Lease/Rental Contract date, and all other cheques must be dated successively starting with the first day of the first month of the Sub-Lease/Rental Contract start.

If SUBTENANT stays on for a further 12 -month term, 12 post-dated cheques made out to the LANDLORD, are then required for the 12-month period or the Subtenant must be registered in the Landlord's Online Portal and have set-up a payment method within this Online Portal acceptable to the Landlord.

(c) (i) Rent is required by the ORIGINAL TENANT on or before the date the rent is due. Where rent is paid after the due date and within the first five days of the month, the SUBTENANT shall pay the sum of the Total Monthly Rent, plus late fees as described in Schedule 2 – Damage/Other Charges.

(ii) Arrears of rent shall bear interest at the rate of 2% per month compounded monthly calculated from the date following the date upon which the rent is due until paid and such interest shall be deemed as rent hereunder.

(iii) The SUBTENANT hereby grants permission to LANDLORD to record and use information about the SUBTENANT 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 SUBTENANT is in arrears of rent or wishes to renew this Tenancy Agreement.

(d) (i) All payments of arrears are to be made by money order, certified cheque or e-Transfer only, unless otherwise directed by ORIGINAL TENANT. Acceptance of other forms of payment from time to time by ORIGINAL TENANT, his agent or employee shall not be deemed a waiver of this term.

(ii) If any payment is not honoured at the bank upon which it is drawn, SUBTENANT shall pay to ORIGINAL TENANT, in respect of the dishonoured payment, the corresponding charge noted in Schedule 2 - Damage/Other Charges as a service and administrative charge for each dishonoured payment in addition to the aforementioned payment.

(e) In the event of a lawful rent increase, the SUBTENANT shall pay an additional amount to increase the rent deposit in an amount equal to the increased Monthly Rental.

(f) It is further agreed between the parties that the rent chargeable pursuant to this Agreement and any statutory or other renewals thereof has been negotiated taking into account a reduction to allow for any future disruptions or inconvenience SUBTENANT may experience as a consequence of LANDLORD carrying out its statutory obligations pursuant to the Residential Tenancies Act (R.T.A.) or any other provincial, federal or municipal legislation and therefore SUBTENANT shall not seek damages or any abatement of rent in such circumstances.



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**DELIVERY OF POSSESSION**

In the event ORIGINAL TENANT 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, ORIGINAL TENANT shall not be subject to any liability to SUBTENANT or occupants and shall give possession as soon as ORIGINAL TENANT 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 SUBTENANT will only be responsible for rent from the date possession the Rented Premises is delivered to the SUBTENANT. The original Expiry Date of the term of the Lease will not be extended but if the Rented Premises is not delivered to SUBTENANT within 30 days from the Beginning Date, either the SUBTENANT or ORIGINAL TENANT may terminate this Lease by giving the other notice via e-mail.

If SUBTENANT occupies the Rented Premises it shall be conclusive evidence that SUBTENANT is satisfied with the physical condition of the Rented Premises. This agreement shall be enforceable against all SUBTENANTS named as such herein, regardless of whether such SUBTENANT actually occupies the Rented Premises.

**CONDITION OF PREMISES**

On move-in day SUBTENANT 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 ORIGINAL TENANT and the 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. SUBTENANT agrees that there is no promise, representation or undertaking by or binding upon ORIGINAL TENANT, with respect to any alteration, remodeling, decorating or installation of equipment or fixtures in the Premises. SUBTENANT 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 this Lease Agreement/Rental Contract or SUBTENANT vacating the Rented Premises an "Outgoing Inspection Report" will be conducted and SUBTENANT will reimburse ORIGINAL TENANT for any damage to the Rented Premises beyond 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 SUBTENANT hires a service person without the consent of LANDLORD, the bill of service will be the responsibility of SUBTENANT.

**CARE OF RENTED PREMISES**

SUBTENANT 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 SUBTENANT, other occupants of the Premises or persons who are permitted in the residential complex by SUBTENANT. SUBTENANT 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 SUBTENANT'S fault, the charge for the plumber will be the SUBTENANT'S responsibility. SUBTENANT shall not make any alterations to, or



|         |        |           |        |
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decorate the Premises, without 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**

SUBTENANT covenants to advise LANDLORD, via e-mail, of any repairs or maintenance required to be done by LANDLORD. It is agreed that any request for maintenance or repairs not made via e-mail shall not be the subject of any legal proceeding by SUBTENANT against ORIGINAL TENANT or LANDLORD in a court of law or before a tribunal of competent jurisdiction. 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, SUBTENANT, 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.

**RIGHT OF ENTRY**

SUBTENANT agrees that LANDLORD, at LANDLORD's sole discretion, shall be entitled to enter the Premises for the purpose of making inspections, maintenance, repairs and alterations, including renovations and pest control measures, regardless of whether the SUBTENANT believes such inspections, repairs, renovations or measures are necessary, and LANDLORD shall not be treated as a trespasser for the purpose of such entry. Furthermore the SUBTENANT agrees that LANDLORD may enter the Premises in the manner as specified under the R.T.A. for the purpose of exercising its rights to show or enter the suite hereunder or under the R.T.A. It is further agreed that LANDLORD's exercise of a right of entry under this clause shall not constitute a breach of the covenant with the SUBTENANT for quiet enjoyment of the Premises.

In such situation, LANDLORD shall make every reasonable effort to give SUBTENANT 24 hours written notice outlining when LANDLORD will be entering the building and for what purpose. All notices from LANDLORD to SUBTENANT will be delivered via e-mail or by text message.

SUBTENANT may also consent to entry prior to any 24 hour notice given.

**FIRE**

SUBTENANT 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.

**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 rooms and/or public areas of the building not assigned for the purpose of bicycle storage.

(iii) LANDLORD shall have the right to limit access to the building by delivery services.

(iv) SUBTENANT covenants and agrees not to damage or remove the shade trees, shrubbery, plants, hedges or any other tree or plant which may be in, upon or about the premises. SUBTENANT agrees to be responsible for



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any costs imposed by municipality on LANDLORD as a result of failure to comply with this clause and agrees to pay forthwith any levy imposed.

**PAINTING AND ALTERATION**

(i) SUBTENANT 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**

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

**UTILITY PACKAGE**

The Utility Package includes gas, water, waste water, storm water, hydro, Internet service and cable TV. It does not include telephone landlines or optional laundry service or optional parking.

**SMOKE DETECTORS**

(i) SUBTENANT 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:

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

**WINDOWS AND WINDOW BLINDS**

(i) 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 SUBTENANT shall permit or tolerate such act.

(ii) Window blinds where provided by LANDLORD shall not be removed. SUBTENANT shall not install or permit to be installed over any windows or doors any flags, sheets, towels, metal, bottles or other similar items, which, in the sole opinion of LANDLORD are a detriment to the appearance of the building.



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**SIGNS**

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

**VERMIN**

SUBTENANT shall keep the Premises free from vermin and in so doing shall procure and pay for any professional pest control service which may be necessary from time to time and a failure by SUBTENANT to comply with this provision shall be deemed to constitute a consent that LANDLORD may enter the premises for the purpose of exterminating any such vermin and any costs thereof shall be payable to LANDLORD by the SUBTENANT. SUBTENANT hereby further consents to entry of LANDLORD or anyone designated by LANDLORD for the purpose of treating the Rented Premises for pest control purposes.

**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.

**DEFECTS**

SUBTENANT shall give LANDLORD prompt written notice via e-mail, of any accident or defects such as, without limiting the generality of the foregoing defects or accidents involving water pipes and fixtures, gas pipes and fixtures, heating apparatus, tub surrounds, electric lights or any other installations and shall be liable for any damages caused by failure to give such notice.

**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, SUBTENANT 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.

**FURNITURE, APPLIANCES AND TELEVISION**

SUBTENANT is responsible for maintaining all furniture, appliances and television other than any normal wear and tear and shall pay for any damage as a result of SUBTENANT’s fault according to Schedule 2-Damage/Other Charges for charges that may apply. Regular maintenance instructions are made available on LANDLORD’s website.



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**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. SUBTENANT shall pay for any damage to the refrigerator. One (1) Mini fridge in good condition is allowed within the SUBTENANT’S bedroom.

**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) SUBTENANT shall not damage any part of the building or Premises by moving furniture or other articles in or out and SUBTENANT agrees to indemnify LANDLORD for any expenses incurred in repairing any damage so caused.

**LOCKS**

(i) SUBTENANT shall not alter or add to the locking system on any door giving direct entry to the Premises. SUBTENANT hereby consents to any change of locks in the building including that of the door giving direct entry into the Premises, provided LANDLORD gives SUBTENANT a replacement access card, key or code number.

(ii) In the event SUBTENANT or his guest(s) locks himself out of the Premises, LANDLORD shall not be obligated to unlock the Premises and SUBTENANT 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 according to Schedule 2-Damage/Other Charges.

**GENERAL**

(i) The rules, regulations and posted notices governing the use of any additional services by LANDLORD shall be observed and adhered to. Such services may include, but shall not be limited to, exercise rooms, recreational and game areas, student lounges, business center areas, private conference rooms and similar services that are for the exclusive use of the SUBTENANT.

(ii) The SUBTENANT shall not violate, or permit or tolerate violation of any Federal, Provincial or Municipal statutes, laws, by-laws, or regulations of the Corporation and the said Act.

**AMENDMENTS**

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

**ASSIGNMENT OR SUBLEASING OF RENTED PREMISES**

The SUBTENANT acknowledges the right of LANDLORD to consent or refuse to consent to the assignment and/or sublease of the Premises. The SUBTENANT 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 SUBTENANT 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 and/or sublet of the Premises to the potential assignee and/or sublet and receiving LANDLORD’S



|         |        |           |        |
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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**

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

- (i) any personal injury or death that may be suffered or sustained by the SUBTENANT, an occupant, or any member of the SUBTENANT’s family, his agents or guests, or any other person who may be upon the Premises or the premises of LANDLORD; or
- (ii) Any loss of or damage or injury to any property including cars and contents thereof belonging to the SUBTENANT or to any member of the SUBTENANT’s family or to any other person while such property is on the Premises or the premises of LANDLORD; or
- (iii) 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
- (iv) Any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
- (v) Any damage caused by anything done or omitted to be done by any tenants of LANDLORD; or
- (vi) any damage to or loss of any property left in or on the Premises or the premises of LANDLORD subsequent to the SUBTENANT giving up possession of the Premises whether or not said delivery of possession by the SUBTENANT 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
- (vii) any damage to or loss of property incurred by the SUBTENANT as a result of an “Act of God”, being such as but not limited to, the following; severe storm, lightning, flood, infestation or vermin or insects etc.

**DAMAGE TO PROPERTY**

In the event of damage, destruction or disposition of SUBTENANT’S property, which SUBTENANT believes has resulted from an act or omission of LANDLORD, LANDLORD’S AGENT or Superintendent, SUBTENANT 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. SUBTENANT further agrees not to dispose of, repair or replace any such property without first permitting LANDLORD to inspect it. In addition, where SUBTENANT proposes to incur expenses which SUBTENANT believes have resulted from an act of omission of LANDLORD, LANDLORD’S AGENT or Superintendent, SUBTENANT 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 SUBTENANT proposes to incur expense. In all cases of damage to property, however caused, SUBTENANT shall notify his insurer of the damage and shall file a claim with his insurer for the full amount of the loss.



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**IF PREMISES RENDERED UNFIT**

Except where the Premises are rendered unfit for the purposes of SUBTENANT as a result of an "Act of God" or the negligence of LANDLORD, SUBTENANT 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 SUBTENANT.

**INSURANCE**

SUBTENANT 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, tenant insurance. While tenant content insurance is a good idea, it is optional and solely the responsibility of the TENANT. The 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 ORIGINAL TENANT, 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.

**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 SUBTENANT shall be deemed to include all SUBTENANTS to this Agreement.

**ALL COVENANTS OF THE SUBTENANTS 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 Returned Cheque or Payment    | \$ 75.00 ea.          |
| Daily Rent Late Fee: (to a Maximum Monthly Total of 5 days) | \$ 10.00 daily        |
| Lease Reassignment/Sublease fee                             | \$ 100.00             |
| Access card or Key replacement or change, unlock a door     | \$ 75.00 ea.          |
| Replace missing sink stopper                                | \$ 25.00              |
| Appliance cleaning  | \$ 200.00 ea.         |
| Suite cleaning  | \$ 350.00 minimum     |
| Damage to furniture, appliances or TV                       | \$ 200.00 minimum     |
| Removal of tacks, tape, nails, etc. from room surfaces      | \$ 150.00 minimum     |
| Repainting room walls and ceilings                          | \$ 300.00 minimum     |
| Damaged drywall   | \$ 250.00 minimum     |
| Shower stall repairs  | \$ 250.00 minimum     |
| Damage to countertop and/or backsplash                      | \$ 350.00 minimum     |
| Repairs to carpet, laminate or tile flooring                | \$ 200.00 minimum     |
| Removal of SUBTENANT's personal belongings, after move-out  | \$ 300.00             |
| Missing electric light bulbs at time of move-out            | \$ 25.00 minimum      |
| Tenant caused plumbing repairs (plugged toilets, etc.)      | \$ 200.00 minimum     |
| Broken door   | \$ 250.00 to \$500.00 |
| Broken lock or door closure                                 | \$ 250.00             |
| Broken kitchen/bathroom cabinet door                        | \$ 150.00             |
| Broken window/glass   | \$ 200.00 minimum     |
| Broken/missing window screen / mirror                       | \$ 95.00              |
| Broken blind  | \$ 150.00 minimum     |
| Damaged or missing smoke detectors                          | \$ 225.00             |

### Replacement Costs

|                          |                                |                |
|--------------------------|--------------------------------|----------------|
| <b>Bedroom</b>           | Bed frame and headboard        | \$ 360.00      |
|                          | Mattress                       | \$ 280.00      |
|                          | Night table                    | \$ 140.00      |
|                          | Desk with hutch                | \$ 320.00      |
|                          | Blinds on windows              | \$ 405.00      |
|                          | Closet Organizer/Shelf         | \$ 320.00      |
| <b>Living Room</b>       | Sofa or Loveseat               | \$ 720.00 ea.  |
|                          | Coffee or End table, TV Remote | \$ 140.00 ea.  |
|                          | Flat Screen TV                 | \$1,000.00     |
|                          | Entertainment table            | \$ 250.00      |
| <b>Kitchen</b>           | Stool or chair                 | \$ 200.00 ea.  |
|                          | Refrigerator or Stove          | \$1,500.00 ea. |
|                          | Microwave oven                 | \$ 350.00      |
| <b>Bathrooms/Laundry</b> | Vanity with storage capacity   | \$ 500.00      |
|                          | Washer or Dryer Unit           | \$1,500.00 ea. |



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## Schedule 3 – Rules and Regulations

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

1. The SUBTENANT agrees to use the Premises as a residential dwelling and for no other purpose whatsoever
2. The SUBTENANT 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 SUBTENANT 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 SUBTENANT complies with this term
4. The SUBTENANT agrees not to permit a sale or auction to be held on the Premises without written consent of LANDLORD
5. The SUBTENANT shall not remove any of the appliances provided nor bring any major appliances into suite without prior written consent from LANDLORD
6. The SUBTENANT shall not use portable electric heaters, hot plates, or portable/window air conditioners
7. No bicycles shall be kept inside individual rooms. Bicycles shall be stored in the designated assigned areas
8. The SUBTENANT shall do cleaning of kitchen, bathroom(s), bedroom and common suite areas routinely; this is to include weekly cleaning of floors, counters, toilets and bathtubs/showers
9. Cooking to be limited to kitchen area only
10. The SUBTENANT is responsible for their own garbage. It is expressly agreed and understood that garbage shall not be stored for long periods of time inside the house but shall be placed in the appropriate containers in the designated area
11. Should a pest control problem such as mice or any other vermin be caused as a result of improper cleaning or continually leaving opened food and garbage around the house, the cost of pest removal will be at the cost of the SUBTENANT(s)
12. The SUBTENANT is responsible for any damage caused by visitors he or she allows on the premises.
13. The SUBTENANT shall not keep any pets on the property
14. Parking is only allowed to SUBTENANTS or 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 SUBTENANT shall furnish LANDLORD with such information as he may require to identify the SUBTENANT'S automobile and the SUBTENANT shall affix to the vehicle such identification as may be designated by LANDLORD from time to time
15. LANDLORD shall have no obligation to provide parking as it is only available on a first come first serve basis
16. LANDLORD accepts no responsibility of vehicle parking fines, loss or damage to vehicles, including contents, for vehicles parked on the property
17. No parking on grass
18. 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



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19. No repairs, cleaning, washing or maintenance to any vehicle shall be carried out on the property
20. The SUBTENANT shall not assign or sublet any parking space without written consent from LANDLORD
21. LANDLORD will maintain access to and from the Premises including snow removal from the walkways and sidewalks
22. LANDLORD will be responsible for cutting and maintaining the lawn and any other landscape areas
23. Smoking is prohibited inside the premises and within 10 meters of any entrance to the premises
24. SUBTENANT to notify in writing of any damage or structure defects, defective fire alarms, fire extinguishers and exit lights. SUBTENANT agrees to not remove or tamper with any fire alarms or extinguishers
25. There are no barbeques permitted on balconies, porches or inside the Premises
26. SUBTENANT agrees to not cause or permit any noise or interferences which are disturbing to the comfort or reasonable enjoyment of others at the Premises
27. If SUBTENANT is provided with shower curtains on move-in date SUBTENANT will be responsible for maintaining same during the term of the Lease Agreement
28. 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 for SUBTENANT and SUBTENANT would be required to pay for damages and also continue fulfilling all terms of the lease
29. The SUBTENANT shall not remove 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
30. Upon the SUBTENANT'S termination of this lease agreement, the SUBTENANT 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 SUBTENANT of LANDLORD's copy of same
31. Upon termination of the tenancy, the SUBTENANT shall give vacant possession and deliver all keys and access cards/fobs of the Premises to LANDLORD. Failure to comply with this provision shall render the SUBTENANT liable as per Schedule 2- Damage/Other Charges
32. The premises shall be left fit for immediate occupation by the new TENANT, clean, undamaged, and with all furniture belonging to the SUBTENANT and refuse removed. Without limiting the generality of the foregoing, the SUBTENANT shall:
  - a. 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 SUBTENANT shall leave the premises in the said improved condition, reasonable wear and tear excepted;
  - b. 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;
  - c. leave all appliances, furniture and television in a clean condition, and replace any broken, missing or damaged parts before vacating;
  - d. remove all contents belonging to the SUBTENANT and refuse from the Premises and leave any storage areas clean and unlocked;
  - e. should LANDLORD have to clean or treat the Premises as a result of the SUBTENANT'S failure to comply with his/her obligations, the SUBTENANT shall reimburse LANDLORD for all costs incurred in respect of same as per Schedule 2- Damage/Other Charges



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