

Residential Tenancy Agreement (Ontario)

THIS AGREEMENT made the 3rd day of January, 2017.

BETWEEN:

**Benjamin Church**

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Hereafter referred to as "the Tenant(s)"

AND

**Ms. Clara Fu of 138 Chatham Street, Kingston, Ontario K1K 4H4**

hereafter referred to as "the Landlord".

1. The Rental Premises is a home located at: **Unit 2, 138 Chatham Street, Kingston, Ontario K1K 4H4**
2. The term of this agreement shall be as follows: **May 1, 2017 to April 30, 2018 (1 year)**  
The rent shall be **\$ 675.00** per month, and shall be payable in advance on or before the First (01) day of the month. The first month's rent shall be payable on/before **May 1, 2017**.  
All cheques are made payable to **Clara Fu**
3. Except for casual guests, no other persons shall occupy the premises without Landlord's written consent.
4. (a) Utility bills to be put in tenant's name.  
(b) It is understood and agreed that tenant(s) will pay all applicable utility bills for the entire duration of the tenancy.
5. Landlord acknowledges the receipt from the Tennant(s) of the sum of **\$ 675.00** as prepayment of the last month's rent and will be used as a security/deposit deposit.
6. For all rental cheques that are NSF, a \$48 administration fee will be charged on top of the payment owing.
7. (a) The Landlord shall provide and maintain the premises in a good state of repair and fit for habitation and complying with municipal health, safety, and maintenance standards.  
(b) The Tenants shall notify the Landlord of any needed repairs in writing.
8. The Tenant is responsible for ordinary cleanliness of the premises and for the repair of damage caused by the willful or negligent conduct of the Tenant, other occupants of the premises, or persons permitted on the premises by the Tenant.
9. The Landlord may enter the premises following written or Email notice given the Tenant at least 24 hours' before the time of entry to carry out repairs or to allow a potential mortgagee, insurer, or purchaser to view the premises. Such notice must specify the reason for entry, the day of entry, and a time between the hours of 8:00 and 20:00. Notice is not required in cases of emergency or if the Tenant consents to the entry at the time of entry. The Landlord may also enter the premises without written notice to show the prospective

tenants or notice of termination, provided such entry is between the hours of 8:00 and 20:00 and, before entering, the Landlord makes a reasonable effort to inform the Tenants of the intention to enter.

10. The Tenants agrees to:
  - (a) Keep the sidewalk & driveways surrounding the Rental Premises free and clear of all obstructions,
  - (a) Take due precautions against freezing of water or waste pipes and stoppage of the same in and about the Rental Premises. If water or waste pipes become blogged by reason of the Tenant's neglect or recklessness, the Tenant shall repair the same at his/her own expense, as well as, pay for all damages caused. This repair shall occur only after the Landlord has been advised and consent given,
  - (b) Keep the surrounding clean and neat (ie. cutting grass, snow removal, garbage removal).
  - (c) No bicycles to be kept or stored inside the rental unit.
  - (d) No open fire (ie. candles, lamps, etc.)
11. (a) Unless this lease has been renewed for a further fixed term, or cancelled giving 60 days' written notice thereof, it shall continue as a month to month tenancy under the same terms and condition as otherwise specified.  
(b) If, after a notice of termination made in accordance with the Residential Tenancies Act, the Tenant remains in possession without the Landlord's consent, the Landlord may apply to the Landlord and Tenant Board for an eviction order. The Landlord may also apply for compensation for any damages, and compensation for use and occupation after termination.
12. The Tenant shall not assign or sublet the premises without the consent of the Landlord. The Landlord shall not arbitrarily or unreasonably withhold such consent.
13. The Landlord and Tenant acknowledge that the rent will not be raised more than once every 12 months and that any increase shall be in accordance with the annual provincial guideline.
14. The Landlord and Tenant both agree that if during the term of this agreement, the Rental Premises shall be wholly or partly destroyed by fire or the elements (other than by the action or neglect of the Tenant) such as to render the rented premises wholly or partially unfit for occupancy, then until such damage is repaired, the rent shall abate in the portion that the part of the said premises unfit for occupancy bears of the whole premises on a per diem rate. The Landlord shall repair same with all reasonable speed. The notice of the Landlord shall fix conclusively the date on which full rent shall recommence.
15. All of the following provisions are consistent with the Residential Tenancies Act and are binding with the following initials by the Tenant(s) B.C. and the Landlord Cf.
  - (a) Tenant's belonging's are not covered by Landlord's house insurance.
  - (b) The Tenant agrees to notify the Landlord of an intended absence of more than seven days and will permit the Landlord to enter the premises during the absence if reasonably necessary.
  - (c) Tenants agree to keep temperature in the rental unit at no less than 10 degrees Celsius at all times
  - (d) The Tenant agrees that no other appliances will be installed, such as air conditioners; heaters; freezers; personal refrigerator in bedrooms unless agreed to by the Landlord.
  - (e) No painting or other decorating to be done without the approval of the Landlord.
  - (f) Furnaces and hot water heater areas to be kept clear of any and all material.

- (g) Tenants agree to keep all smoke alarms in working order at all times. Please test once a month.
- (h) Neither the Tenant nor the Landlord will alter the locking system on any door giving direct entry to the Rental Premises except by mutual consent and in writing.
- (i) It shall not be the responsibility of the Landlord to amid Tenants who have been locked out by their own carelessness. The tenant will be held financially responsible of all property damage caused by forced access in to the rental property. An administration charge of \$40.00 may be made to unlock the door.
- (j) Because of problems with allergies, dirt, smells and damage, it is the Landlord's policy that pets of any sort are **NOT** allowed on the rented premises. The Tenant understands that if the Landlord has reason to believe that pets of any sort are being kept on the rented premises, the Landlord may exercise the right of entry reserved above to enter and inspect the rented premises for damage as frequently as the Landlord deems necessary.
- (k) Due to the known health risks of exposure to second-hand smoke, increased risk or fire and increased maintenance costs, it is the Landlord's **NO-SMOKING** policy that no Tenant, resident, guest, business invitee or visitor shall smoke cigarettes, cigars, or any similar product whose use generates smoke in the rented premises.
- (l) Tenant(s) have received a copy of this residential tenancy agreement.

16. The Tenant agrees that if it shall be necessary for the Landlord to employ a solicitor to commence an action to collect rent or any portion thereof, or any other money due under this tenancy agreement, or to compel performance of any of the terms and conditions of this tenancy agreement, then unless the Landlord shall lose such action the Landlord shall be entitled to collect from the Tenant all reasonable solicitor's fees paid by the Landlord on a solicitor and his own client basis.

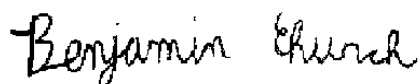
THIS DOCUMENT is intended to be a complete record of the rental agreement. Both parties are to have a complete cop of this agreement.



\_\_\_\_\_  
Landlord or Rental Agent

**Jan. 3, 2017**

\_\_\_\_\_  
Date



\_\_\_\_\_  
Tenant(s) / Co-signer(s)

### Tenant Details

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