

RESIDENTIAL TENANCY AGREEMENT

(This Agreement has been made pursuant to the laws of Ontario governing residential tenancies.)

MADE IN THIS 29 DAY OF January, 2016

BETWEEN:

LANDLORD

Landlord's Name: Tauqeer Syed & Ziyad Syed
Address: 3 Wigston Court
Whitby, Ontario Postal Code: L1R 2B9
Phone: (289) 923-2112 & (226) 808-7933 Fax: N/A
Email: ziyad.syed@gmail.com

AND TENANT(s)

Raghvendra Bagla

TENANT # 1

Rati Khetan

TENANT # 2

DEFINITIONS

In this Agreement, the term "Tenant" shall refer to any one or all Tenants.

"Rental Premises" or "Leased Premises" shall mean the rental unit in which the Tenant resides and the common areas of the complex.

"Landlord" refers to either one, or both, of the owners of the rental premises.

"Occupants" refers to any persons occupying the Rental Premises with the Tenants as specifically mentioned below.

"Condo Management" or "Condo Corporation" refers to the Condo Management Corporation responsible for the upkeep of the condo building.

"Lease Agreement" refers to this Residential Tenancy Agreement.

RENTAL PREMISES

The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord, the following Rental Premises:

712 - 4090 Living Arts Drive | Mississauga, ON | L5B 4M8

PARKING SPACE

The Tenant shall have the use of the following number of parking spaces for private passenger vehicles:

Outdoor Covered Indoor 1

OCCUPANTS

1. In addition to the Tenant, only the following persons may occupy the Rental Premises:

Name: _____

Name: _____

Name: _____

Name: _____

2.
 - a.) Anyone who may reside in the Rented Premises from time to time as a guest or invitee of the Tenant, unless written permission is granted by the Landlord and such person is added to the Lease, shall not be a Tenant and is not entitled to any form of notice required by this Lease or the Residential Tenancies Act. Any proposed changes in occupancy and/or the number of occupants must be requested in writing in advance of such changes, and approved in writing by the Landlord. The Landlord, in his sole discretion, may refuse to allow additional persons to occupy the Premises, or he may permit the occupation upon receiving an application from the Tenants and an increase of the rent on a pro rata basis.
 - b.) The Tenants shall use and occupy the Leased Premises only as a private residence for occupation only by the Tenants and Occupants named above.
 - c.) In the event that the Tenant or Occupant fails to vacate on or before the time specified in a proper notice given by either party, in addition to the Tenant's liability to the Landlord for such over-holding, the Tenant agrees to further indemnify the Landlord for all losses suffered by reason of the Landlord's liability to any third party in respect to a new tenancy agreement for the rented premises based upon the anticipated availability of the premises after the termination time.

TERM OF LEASE

3. The Tenant shall occupy the Rental Premises for a term commencing on the 1st day of February, 2016 and ending on the last day of January, 2017.

If this Agreement is not renewed for a further fixed term, or is not legally terminated in writing, it shall continue as a month-to-month tenancy under the same terms and conditions unless otherwise specified.

At the expiration of the lease term, the Tenant possess the right to vacate the rental premises at no cost, given that a 45 day written notice is provided to the Landlord of such action. Furthermore, the Landlord possess the right to have the rental premise vacated at the end of the lease term, given that a 45 day written notice is provided to the Tenant.

In the event that the Tenant and Landlord agree to continue the lease on a month to month basis, the Tenant is still required to provide the Landlord with a 45 day notice. Likewise, in the event the Landlord requires the Tenant to vacate the rental premises, the Landlord will provide a 45 day written notice to the Tenant.

See Clause 35-37 (Continuation or Termination of Tenancy) below for more details.

RENT

4. The Tenant shall pay to the Landlord, at the place directed in writing by the Landlord, the following amount(s) for rent as listed:

Total monthly rent (excludes utilities)	\$1,500.00
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This monthly rent amount is subject to an increase according to the rent increase guidance provided by the Province of Ontario on an annual basis. The increased rent amount will be applied as of February 1, 2017, even if the tenancy agreement is continued on a month-to-month basis, and will be provided in writing to the Tenant.

5. Monthly rent is due and payable, in full, on the first day of each month.

6. Rent cheques are to be made payable to Ziyad Syed or Tauqeer Syed and are to be paid by delivering them to the office at 3 Wigston Court, Whitby, Ontario, L1R 2B9, by mail or in-person. The Landlord provides the Tenant the option of transferring the monthly rent on the 1st day of each month via electronic e-mail transfer,

direct deposit, or by providing post-dated cheques. If any cheque or pre-authorized payment is returned to the Landlord as an NSF, or is not received on the 1st of the month, then a **\$60 incompleteness fee will be charged.** Acceptable form of payment will be either by money order, certified cheque, or online banking.

7. Rent that is paid by anyone other than the Tenant named in this Agreement shall be deemed to have been paid on behalf of the Tenant.
8. The Tenant understands that they are jointly and severally responsible for the entire monthly rent. Even if each Tenant pays his or her so-called 'share' of the rent, each and all Tenants remain responsible for any unpaid amount owing on the total rent that is to be paid. This joint and several responsibility not only applies to rent, but to all other obligations of the Tenant, including, but not limited to damage to the premises. In the event a guarantor is required for the rent, the guarantor would be equally responsible in making incomplete payments on behalf of the Tenant.

RENT DEPOSIT

9. In addition to paying rent in full and on time, commencing the first day of this tenancy, the Tenant shall pay a deposit to the Landlord in an amount equal to one month's rent, which shall be applied as rent to the **last month** of this tenancy. This deposit shall be paid by way of guaranteed funds, or cash, in full, **prior** to the signing of this Residential Tenancy Agreement, along with the payment of the first month's rent. The tenant will provide a payment of the first month's rent, as well as the last month's deposit prior to the signing of the lease.

The Tenant is also required to deposit **\$150 for a security deposit**, which will be applied against any incidental damages to the property incurred during the tenancy and while moving in or out of the property. *This security deposit is refundable if no damages are recorded upon conclusion of the final, end of tenancy inspection.* This deposit shall also be paid by way of guaranteed funds, or cash, in full, **prior** to taking up tenancy.

UTILITIES AND AMENITIES

10. The Tenant shall pay for the following utilities and amenities (including their associated deposit or hook-up charges):

Electricity	yes	Cablevision	yes
Gas	yes	Telephone	yes
Oil	yes	Hot Water	no
Heat	no	Other (specify)	_____

11. The Landlord shall supply the rental unit with:

Refrigerator	yes	Stove	yes
Washer	yes	Dryer	yes

No Tenant shall install any appliances in the Rental Premises without the written consent of the Landlord. **The tenant is responsible for the air conditioner unit maintenance and repair.** The Tenant is also responsible for the maintenance of all the appliances provided by the Landlord.

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The Tenants agree that all electrical appliances shall be maintained by the Tenants, including the defrosting of refrigerators and the cleaning of appliances. The Tenants will be liable to the Landlord for the costs of any repairs or maintenance required as a result of damage to such appliances or the Premises that is caused by the willful or negligent conduct of the Tenants or their guests, as well as for any cleaning expenses necessitated by such conduct. The Tenant is also responsible for the cleaning of all appliances provided by the Landlord. Failure to do so will lead to the costs being charged to the Tenant.

12. The Tenant, where applicable, shall enter into an agreement with the appropriate utility supplier **prior** to taking possession of the premises, for the supply of electrical power, water and sewer, oil, gas, equipment rentals and to be responsible to this authority for all charges in relation to the supply of said utilities until the last day of the tenancy.

Proof of the Tenant's agreement with utility suppliers must be provided to the Landlord prior to possession being given to the Tenant (on the day the Rental Premises' key is provided). Any unpaid charges for utility services shall remain the responsibility of the Tenant, and the Landlord may take legal action against the Tenant to collect the unpaid balance on any utility account for which the Landlord is held liable, and/or commence eviction proceedings.

13. The Tenants shall, at their own expense, replace any battery operated smoke detectors as required and understand that tampering with fire alarms or fire extinguishers is a criminal offence and may result in eviction from the Premises.

14. The Tenant will also be provided with a locker to be used as storage space. The Tenant agrees to use the locker space at their own risk and the Landlord is not responsible in any way for any damages, lost, or stolen items that are stored in the locker. Furthermore, the Tenant agrees not to store any illegal substances or items in the locker.

USE OF THE RENTAL PREMISES & BUILDING AMENITIES

15. The Tenant shall use the Rental Premises for no other purpose than that of a residential dwelling, exclusively for the occupants listed. The Tenants shall maintain the Rental Premises in a reasonable state of cleanliness.

The Tenant may not sublet the Rental Premises without obtaining the Landlord's prior written consent. *See Clause 36(C) (Continuation or Termination of Tenancy) below for more details around subletting.*

The Tenants agree that any prospective subtenant shall submit a Rental Application to the Landlord and that until such time as the Landlord consents to such sublease, no subtenancy exists. Any sublease shall be for no longer than the unexpired Term of the Lease. Any subtenant must agree to comply with all terms and conditions to which the Tenants are subject. *See Clause 35-37 (Continuation or Termination of Tenancy) below for more details.*

16. The Tenant is welcome to use all of the amenities provided by the condo management, at their own risk. Misuse of any of the amenities provided by the condo management will be dealt by the Tenant directly with the condo management. In the event that any charges are brought against the Landlord due to the misuse of amenities by the Tenant, the Landlord possess the right to be reimbursed for any penalties or charges levied on the Landlord due to the Tenant's misuse of the premises, including all legal costs. Illegal or inappropriate use of the amenities could lead to an eviction from the Rental Premises.

Note – See Clause 36(D) (Continuation or Termination of Tenancy) below for more details regarding evictions.

Furthermore, the Landlord is not responsible for any damages, or lost or stolen property, as well as any personal injuries, while using the building amenities. The Tenant will be legally liable for any damages caused to the Rental Premises or the building amenities by Guests of the Tenant. Any fines or penalties levied by the condo management based on the actions/behaviour of any Guests of the Tenant are still the responsibility of the Tenant.

ABANDONMENT OF PREMISES

17. a) If the rent is late and unpaid, and if it appears to the Landlord that the Tenant has vacated or abandoned the premises, the Landlord may enter the Rented Premises and, in addition to all other rights reserved to the Landlords, may re-rent the Rented Premises. The Rented Premises shall be deemed to have been vacated or abandoned if for example, an inspection reveals the Rented Premises to be substantially barren of the Tenant's furnishings and/or effects. The aforementioned does not exclude that there may be other criteria and circumstances under which the Rented Premises may be deemed to be vacated or abandoned, as determined by the Landlord's judgment.

b) For breach of this tenancy agreement by abandonment, the tenant agrees to pay the Landlord any expenses incurred by the Landlord for commissions, advertising, administration costs, storage fees and all costs of repairs and cleaning in addition to any arrears of rent and damages, including but not limited to the cost of an application to the relevant Board, to determine such issues in the course of obtaining legal vacant possession and re-renting the Rented Premises.

c) In the event of abandonment of the Rented Premises by the Tenant, the Landlord may dispose of the Tenant's property, at the complete expense of the Tenant.

d) If the Tenants fail to take possession of the Premises, or abandon the Premises without giving proper notice to the Landlord, the Landlord may, without notice, re-enter, secure and re-let the Premises, without prejudice to his right to claim damages against the Tenants for unpaid rent and other losses suffered by the Landlord.

DISHONoured CHEQUES

18. If any cheque or pre-authorized payment is returned to the Landlord, as an NSF, or is not received by the 1st day of the month when payment is due, then a \$60 administration fee will be applied.

Furthermore, any bank charges incurred by the Landlord relating to an NSF cheque or late payment will be charged to the Tenant, in addition to the \$60 administration fee.

CONDITION OF RENTAL PREMISES & DAMAGES

19. The Tenants shall be responsible for all damage to the Premises caused by the willful or negligent conduct of the Tenants, any Occupants, or their guests during their lease term. The Tenants shall immediately notify the Landlord of such damage and agree to pay to the Landlord, on demand, the Landlord's reasonable costs of repairing such damage.
20. No Tenant shall paint, paper, decorate or in any way alter any part of the Premises without the written consent of the Landlord. At no time shall the Tenants paint over any natural wood floors, trim, or doors. No spikes, hooks, nails, screws, tape or other adhesive shall be inserted in or applied to the walls, floors, ceilings or woodwork of the Premises. If the Tenants fail to comply with this provision, the Tenants will be responsible for the costs of returning the Premises to its original condition.
21. At the time of signing the lease (or prior to taking up vacancy in certain circumstances), the Landlord and the Tenant will do an inspection of the property together to take note of any damages or issues with the premises before the Tenant's occupancy. Upon vacating the property, a second inspection will be conducted with the Landlord and the Tenant to ensure no damages occurred on the property.

In the event that damages are noted in the final inspection prior to vacancy by the Tenant, it will be the Tenant's responsibility to fix the damages and restore the property to the condition it was when the property was occupied. All costs for the damages will be incurred by the Tenant. Furthermore, the Landlord possesses the right to require further work on the repaired damages if the repairs are not satisfactory for the Landlord. The Tenant may decide to allow the Landlord to repair the damages, subject to a \$300 administration fee, in addition to the cost of the repair, as well as all costs of labour and material being attributed to the Tenant.

INITIAL INSPECTION

Note: Any damages noted during the initial inspection must be explained in detail. Only the damages listed below will not be the responsibility of the Tenant. If the Tenant fails to report any other damages to the property during the initial inspection, then the damage will be deemed to be incurred by the Tenant, and the cost of the repairs will be charged to the Tenant.

Date of Initial Inspection: _____

Damages noted **prior** to taking up occupancy:

- ① Crack on the closet door (Masterbed).
- ② Minor scratches on the floor (DEN).
- ③ Top drawer → Back broken (Guest washroom).
- ④ carpet a little dirty (Masterbedroom)

Tenant


Landlord


SUBSEQUENT DAMAGE INCIDENT #1

Date of Damage: _____ Date of Damage Inspection: _____

Description of damages:

Estimated Cost of Repairs: _____

Responsibility for Repairs: Landlord _____ Tenant _____

Tenant _____

Landlord _____

SUBSEQUENT DAMAGE INCIDENT # 2

Date of Damage: _____ Date of Damage Inspection: _____

Description of damages:

Estimated Cost of Repairs: _____

Responsibility for Repairs: Landlord _____ Tenant _____

Tenant _____

Landlord _____

FINAL INSPECTION

Date of final Inspection: _____

Damages noted at the end of the lease:

Estimated Cost of Repairs: _____

Responsibility for Repairs: Landlord _____ Tenant _____

Tenant _____

Landlord _____

GENERAL RULES, RIGHTS AND RESPONSIBILITIES

REPAIR AND MAINTENANCE

22. The Tenant shall report all required repairs, in writing, to the Landlord or the Landlord's designated agent. The Tenant shall use the **Tenant Complaint/Request** form as provided by the Landlord. The Landlord shall address issues of repair in a fair and expeditious manner. However, given that all repairs will be done on a case by case basis, no time guarantee can be provided for the repairs. If the repairs or maintenance is required based on the negligent use by the Tenant, then the cost of the repairs and/or maintenance will be charged to the Tenant as per Clause (19) in this agreement.

BREAKDOWN AND REPAIRS

23. The Landlord shall not be required to furnish hot water during the making of repairs to the hot water system but shall if repairs are required use his best efforts to have the work done with all diligence within a reasonable time without being liable for damage suffered by the Tenant, provided, that the Landlord shall not be liable for indirect or consequential damages for damages for personal discomfort or illness arising from failure to furnish hot water.
24. In the event of any breakdown of the electrical, mechanical, heating or plumbing systems, including all appliances and equipment, **the Landlord will not be liable or responsible for damages, personal discomfort or any illness arising therefrom**, but the Landlord will carry out all necessary repairs with reasonable diligence. The Landlord will carry out the necessary repairs in reasonable time, given the scheduling of the work needed. In other words, when a third party is used to carry out all repairs and maintenance, the timing of the repairs is subject to the third party scheduling and not necessarily the Landlord. In this instance, the Landlord is not responsible for any delays in any repairs or maintenance work caused by scheduling of the third party. In this instance, the Tenant will be required to make their own arrangements if needed. The Landlord will make every effort to have the repairs or maintenance work carried out as early as possible. Any schedule conflicts between the Tenant and the third party are not the responsibility of the Landlord, nor are any damages, personal discomfort, or any illnesses arising from it.
25. Except where repairs or replacements are required by normal wear and tear, the Tenant shall be responsible for all repairs and replacements that are required as a result of the Tenant's actions, including but not limited to broken glass, torn screens, damaged light fixtures, plugged toilets and plugged sinks.
26. The Tenant shall be responsible for the cost of clearing all clogged drains and toilets. No garbage, refuse, sanitary napkins, tampons, disposable diapers are to be flushed down the toilet or allowed to enter the drainage system. NEVER POUR HOT GREASE OR FAT DOWN THE DRAIN. Pour it in a can, refrigerate it and then put it into the garbage.

FIRE

27. **No Barbecuing, no charcoal fire or any other type of fire** shall be permitted on the premises, the balconies or the environs of the building, except in designated areas not within 8 feet of the building. It is also illegal and dangerous to bring propane into or through the building. The Tenant would need approval from the Condo Corporation and Security to arrange for a barbecue location that is deemed safe and legal by the Condo Corporation.
28. If the Premises is damaged by fire, flood or, as a result of any other cause or occurrence the continued occupation of the Premises is for any period of time not possible, the Tenants shall be responsible for arranging alternate accommodation and the Tenants agree not to hold the Landlord liable for any expenses that the Tenants may incur as a result of such occurrence or loss to their property or injuries.

INSURANCE

29. The Tenant shall, at their sole cost and expense, obtain personal property damage insurance and, if required by the Landlord, reasonable liability insurance.
30. The Tenant shall provide to the Landlord, upon demand at any time, proof that all such insurance is in full force and effect, and the Tenant shall notify the Landlord, in writing, in the event that such insurance is cancelled or otherwise terminated.
31. The Tenant expressly agrees to indemnify the Landlord from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from any occurrence in, on or about the Rental Premises, whether through the Tenant's use of the Rental Premises or by anyone permitted to be in or on the Rental Premises by the Tenant, or by fire, smoke, theft, burglary, conditions due to weather such as ice on the grounds, or for any cause whatsoever and in particular but without limiting the generality of the foregoing. **IT IS THEREFORE IMPERATIVE THAT EACH TENANT CARRY ADEQUATE PERSONAL LIABILITY AND PROPERTY INSURANCE.** The Landlord is not responsible for providing any insurance to the personal belongings of the Tenant inside the unit that may be damaged, lost, or stolen in the Rental Premises (including the locker provided).
32. Please check one:
 - The Tenant will be getting and providing proof of Tenant Insurance.
 - The Tenant will not be getting any Tenant Insurance.

- By waiving the Tenant Insurance, the Tenant is agreeing to indemnify the Landlord from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from any occurrence in, on or about the Rental Premises, whether through the Tenant's use of the Rental Premises or by anyone permitted to be in or on the Rental Premises by the Tenant, or by fire, smoke, theft, burglary, conditions due to weather such as ice on the grounds, or for any cause whatsoever and in particular but without limiting the generality of the foregoing.
- **By waiving the Tenant Insurance, the Tenant is no longer responsible any costs, damages, or legal action. The Tenant will be fully responsible for covering the costs of all claims, actions, damages, liabilities and expenses in connection with the items listed above.**
- **This applies to any Occupants or Guests of the Tenants as well – they too indemnify the Landlord from any damages or losses as outlined in Clause 31.**

Tenant Initials RB

Tenant Initials RK

RIGHT OF ENTRY

33. The Landlord has a right, and reserves that right, to gain entry to the Rental Premises on proper grounds. The Landlord may need to conduct repairs or carry out maintenance procedures as part of a regular or quarterly inspection/maintenance program. The Landlord shall provide 24 hours written notice to gain entry to the Rental Premises (*Note: e-mail notification or text message notification is considered "written notice"*). However, the Tenant and the Landlord may verbally agree to allow the Landlord to enter the Rental Premises, without 24 hours written notice. The Landlord also reserves the right to inspect the Rental Premises from time to time to ensure its proper maintenance and care. The Landlord may also enter the Rental Premises, without notice, for emergency purposes.

If a tenancy is terminating, or a 60 day notice has been served by either party for the termination of the tenancy, the Landlord is not required to serve a 24 hour notice to show the unit to a prospective new tenant. The Landlord shall make an attempt to contact the tenant to inform him/her that a showing will take place. The Tenant shall work co-operatively in permitting reasonable entry to the Landlord.

In all cases of the Landlord's entry into the Premises, notice to one of the Tenants is deemed to be notice to all of the Tenants. The Landlord may give notice of an intention to enter the Premises to the Tenants either by written notice or oral notice, including leaving a voice-mail message. Note that email is considered to be written notice.

LOCKS/KEYS

34. a) The Tenants shall not place any additional locks or bolts upon any door of the Premises, nor shall the existing locks be altered, without the written consent of the Landlord.
- b) It shall not be the responsibility of the Landlord or Superintendent to admit tenants who have locked themselves out. An administration charge of **\$60.00** may be made to unlock the door.
- c) All keys are to be returned upon the termination of the tenancy. If any of said keys are not returned, the Tenant shall pay the Landlord an administrative charge of **\$60.00** each plus the cost of each replacement key, as assigned by the Condo Corporation.
- d) In the event of lost, damaged or misplaced keys, the Landlord will provide the Tenant with a new copy of the key, which will be paid for by the Tenant. The cost of the additional key will be at the expense of the Tenant, and will be determined, as charged by the Condo Corporation plus a **\$60.00** administrative charge. The Landlord is not responsible for any delays in obtaining the keys from the Condo Corporation, or any hardships experienced by the Tenant as a result.
- e) In the event the Condo Corporation is unable to provide a new set of keys immediately, the Tenant may be required to arrange for alternative accommodation at their own expense until the key is made available.

CONTINUATION OR TERMINATION OF TENANCY

35. The Landlord and Tenant may renew this Residential Tenancy Agreement for a further fixed term by signing a new Agreement for a further fixed term, under the same terms and conditions, unless otherwise agreed in writing. If the Tenant wishes to remain in the Rental Premises, but not renew for another fixed term, the tenancy shall automatically convert to a month- to- month tenancy under the same terms and conditions as enlisted in this Lease Agreement.

36. a) If the Tenant wishes to vacate the Rental Premises at the end of the fixed term, the Tenant shall provide written notice to the Landlord that the Tenant wishes to vacate, not less than 60 days prior to the expiration date of the fixed term.
- b) *See Clause 33 (Right of Entry) above for more details about notice periods.*
- c.) If the tenant cannot fulfill the required 1 year lease and wishes to break the lease early, the options are:
- 1.) To either sublet the unit with prior approval from the Landlord. The Landlord must approve, in writing, the sublet tenant, and a \$500 sublet fee will be charged to original Tenant. The sublet must be for a minimum period which would be the remaining term on the original lease, as signed by the Tenant. The Landlord holds the right to require the sublet party to submit a rental application and the approval of the sublease will be based on that application which will include credit checks and income verifications. **The Landlord holds the rights to reject a sublease application.**
 - 2.) To pay a lease breaking fee of 1 month's rent and to forfeit the Last Month's Rent Deposit. Effectively, the Tenant will be required to pay 2 month's rent for breaking this lease agreement.
- d.) In the event of the Tenant(s) being evicted for breach of obligations of this agreement, or the Residential Tenancies Act or its replacement, the Tenants shall continue to be responsible for the rent and utilities (if applicable), for two rental periods from the date the eviction order is issued. The Landlord shall endeavor to re-rent the premises to mitigate the Tenants loss. The Tenant will also forfeit their last month's rent deposit.
- e.) Should the Tenant effectively deny the Landlord reasonable viewing rights, damages could include a full month's rental loss, for which the Tenant shall be required to indemnify the Landlord. Inadequate housekeeping in the unit or damages to the unit, either of which are perceived to deter applicants and hence deny the Landlord the opportunity to re-rent the unit, could also result in the Tenant being held liable for further rent.
37. If this is a month-to-month tenancy, and the Tenant wishes to terminate the tenancy, the Tenant shall provide written notice to the Landlord that the Tenant wishes to vacate the unit, not less than 60 days in advance of the last day of the rental period (the last day of the month).

CONDITIONS ON VACATING

38. The Tenant agrees that the rented premises shall be left **FIT FOR IMMEDIATE OCCUPANCY BY A NEW TENANT**, clean, undamaged and with all furniture and refuse removed. The Tenant agrees to an inspection during the week prior to vacating and upon completion of the tenancy.
39. When vacating, the following items must be adhered to:
- a. Clean all floors, walls, tiles, kitchen and bathroom fixtures (including dusting of lights and cleaning of toilets and bathtubs)
 - b. Leave the stove, refrigerator, and any other appliances in immaculate condition, inside and out
 - c. Remove all contents from locker (and parking spot if applicable), including refuse and leave same clean
 - d. Properly dispose of all garbage and remove all their furnishings from the premises
40. All personal property remaining in the Premises or in the building upon termination of the tenancy shall be deemed to have been abandoned by the Tenants and may be disposed of by the Landlord at the Tenants' expense. An administration fee of \$300 will be charged to the Tenant for disposal of any abandoned personal property.
41. This lease provides for the cleaning of the rental unit by the Landlord or agent after the unit has been vacated, or the tenancy has been terminated, if the Rented Premises have not been cleaned by the Tenant(s) as required above. The Tenant shall reimburse the Landlord or agent for costs for this service in the event professional cleaning is required in addition to a \$300 administration charge. *Best practice is to conduct an inspection/walkthrough with the Landlord to ensure whether further cleaning is required or not at the end of the tenancy agreement.*

NO-SMOKING POLICY

42. Due to the known health risks of exposure to second-hand smoke, increased risk of fire and increased maintenance costs:

- a) No Tenant, Occupant/resident, guest, business invitee, or visitor shall smoke cigarettes, cigars, or any similar product whose use generates smoke within the building. **This prohibition includes the residential unit within the building, balcony, enclosed common areas, as well as outside within 9 meters of doorways, operable windows and air intakes.**
- b) "Smoking" shall include the inhaling, burning, or carrying of any tobacco or similar products whose use generates smoke. This includes, but not limited to "hookah/sheesha", e-cigarettes, cigars, or any similar items.
- c) "Business invitee" shall include but is not limited to any contractor, agent, household worker, or other person hired by the Tenant or resident to provide a service or product to the tenant or resident.

The Tenant agrees that it is forbidden to smoke on the Rental Premises as outlined in Clause 42 above and can lead to immediate eviction plus additional lawsuits.

Tenant Initials RB

Tenant Initials RK

VEHICLES

43. Damage to Automobiles – The Landlord, shall not be liable to the Tenant for loss or damages to automobiles or their contents on the condo property or the underground parking. The Tenant shall use the building parking at their own risk.
Note: Valuables should never be left in the car due to the risk of theft, and they should especially never be left in sight within the vehicle.

PARKING RULES

44. The Tenant shall limit the number of passenger automobiles to the number assigned. The Tenant's automobile(s) must be parked in the assigned area only. The Tenant may not sublet or rent the Tenant's parking space to someone else. The Tenant shall supply sufficient information as required by the Landlord, to properly identify the Tenant's automobile and to the condo management if necessary.

Unauthorized automobiles, commercial, or recreational vehicles, trailers, boats, snow mobiles, all terrain vehicles or objects that are not permitted on the Rental Premises, including in assigned parking, shall, at the Landlord's discretion, be removed at the Tenant's expense. No repairs, cleaning, washing or maintenance to any vehicle shall be carried out on the Rental Premises. Only properly licensed and operable vehicles are permitted on the property. If vehicles are not licensed and operable, they may be towed from the property at the Tenant's expense.

Further, the Tenant must also conform to the parking rules and regulations as set out by the condo management for their own, and visitor parking use. Failure to do so can lead to immediate loss of parking privileges and possible eviction. The Tenant is strongly advised to discuss the rules and regulations of the underground and visitor's parking with the condo management. The Tenant is also responsible for any damages or problems relating to visitor parking assigned to the unit or any guest vehicles, as well as any parking fine that may be issued.

Type of Vehicle (i.e. motorcycle, car, SUV, truck):

CHEVROLET CAR

Make of automobile:

CHEVROLET

Model:

MALIBU

Year:

2002

License plate #:

BRCN 110

CONDOMINIUM

45. The Rental Premises are the subject of the Condominium Act, thus the Tenant shall be bound by the by-laws, rules and regulations of the Condominium Corporation and the Condominium Act.

PETS

46. The Landlord has a no pet policy implemented on the Rental Premises. Any pets brought onto the Rental Premise, whether temporary or permanent, can lead to an eviction notice being served to the Tenant.

ELECTRIC LIGHT BULBS

47. The Landlord shall provide electric light bulbs for all light fixtures at the commencement of the tenancy. Thereafter, the Tenant shall be responsible for their replacement, at their own expense, as required.

SMOKE ALARMS

48. The Landlord shall provide properly operating smoke alarms on all levels of the Rental Premises. The Tenant shall conduct a monthly test of all smoke alarms, and shall notify the Landlord, using the Tenant Complaint/Request form, of any malfunction or need for batteries. The Tenant shall provide for batteries for the smoke detectors at their own expense. The Landlord shall conduct an annual inspection in any event.

SATELLITE DISHES, ANTENNAE AND SIGNS

49. The Tenant shall not erect a satellite dish, antennae or signs, advertisements or notices on any part of the building, without the prior written consent of the Landlord.

COMMON AREAS

50. The Landlord has a duty to properly maintain all common areas. The Tenant has a responsibility to treat all common areas with respect and abide by the rules and regulations of the condo building. The Landlord is not responsible for any disciplinary occurrences that may be levied by the condo management on the Tenant. The Tenant will be responsible fully for any warnings or fines levied by the condo management.

NOISE

51. The Tenant shall not cause or permit any noise or disturbance, which substantially interferes with the reasonable enjoyment or lawful rights of the Landlord or other tenants of the Rental Premises.

The Tenants acknowledge that the Premises is located in a residential neighbourhood and agree to cease any activity that disturbs the quiet enjoyment of the neighbours of the Premises or any other occupant of the building. No noise whatsoever shall continue after any request to discontinue has been given by the Landlord or the Condo Management.

VERMIN

52. The Tenant shall keep the Rental Premises free from vermin. If the Tenant causes the existence of vermin (insects/rodents) whether brought into the building by pets, the Tenants possessions or due to unsanitary conditions caused by the Tenant, then the Tenant shall be held responsible for elimination of the vermin. The Landlord may, at the Landlord's discretion, enter the Rental Premises to exterminate the vermin, with proper notice to the Tenant.

GARBAGE

53. All garbage is to be TIGHTLY WRAPPED and disposed of as direct by the Landlord. The Tenant shall properly dispose of garbage as needed. Garbage shall not be stored outside the Rental Premises unless such facilities are designated by the Landlord. The Tenants shall recycle waste materials in accordance with municipal guidelines.

Large items such as furnishings, appliances, tires and other items not allowed in bagged household garbage and hazardous waste shall be disposed of by the Tenant or they may be held liable for such costs.

LIQUID FILLED FURNISHINGS

54. Liquid filled furnishings, such as waterbeds, shall not be brought into the Rental Premises.

MOVING OF FURNITURE

- 55.
- a) Household furniture and effects shall not be taken into or removed from the premises except at such times and in such manner as are first approved by the Landlord
 - b) No heavy furniture or other objects shall be moved over the floors of the rooms, halls, landings or stairs so as to mark them, and for all such marking on the premises the Tenant shall be held responsible, and the cost of repairing the damage may be charged to him as rent under the lease
 - c) The elevator may only be used for moving upon approval of the Condo Management.

WATER AND BATHROOMS

56. a) Water shall not be left running unless it is in actual use in the premises or in the laundry attached to the premises
b) Baths showers and other apparatus shall not be used for any purpose except that for which they are constructed. No sweepings, garbage, rags, ashes, or any other similar substances shall be thrown therein. Any damage resulting to the drains from misuse or from unusual or unreasonable use shall be borne by the tenant to whose apartment the damage is traceable

BALCONIES

57. a) Awnings/canopy shall not be erected on the outside of the windows or above the balconies of the premises without the prior consent of the Landlord
b) Cleaning utensils, bedding or rugs shall not be shaken or beaten from any window, door or balcony. Hanging or drying of clothes and barbecuing is not permitted on the balcony, and the balcony shall not be used for storage due to fire hazards. In washing the balcony floors water shall not be permitted to escape over the sides of the floor.
c) **No smoking on the balcony. Please see the smoking policy above.**
d) **No objects/liquid are to be thrown out of the balcony.**

INTERFERENCE FROM APPLIANCES

58. The Tenant shall not use any electrical appliance or power tool on the premises so as to interfere with the reception of any radio or television set or the operation of any power tool or electrical appliance in the building. If the Landlord informs the Tenant that such interference has occurred, the Tenant shall discontinue such interference immediately.

HUMIDITY AND MOLD

59. The Tenant's shall provide adequate ventilation to prevent excessive moisture build up upon walls and windows. In particular, the Tenant shall turn on the ventilation or open the window for 5 minutes after a steamy shower. Avoid excessive rapid boiling of water while cooking, cloths drying, or lots of plants in the unit. The Tenant shall wash all mold off all cleanable surfaces to prevent its accumulation. If the problem persists, contact your Landlord for further information on the control of mold. **MOLD IS AVOIDABLE.**

OTHER TERMS AND CONDITIONS

60. The parties also agree to the following terms and conditions (if any additional):

-

THE LANDLORD AND TENANT AGREE TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RESIDENTIAL TENANCY AGREEMENT.

GOVERNING LAWS

This Residential Tenancy Agreement has been made pursuant to the laws of Ontario. In the event of a dispute arising from this Residential Tenancy Agreement, the parties shall first attempt to resolve the issues between them on an informal basis based on the terms and conditions as agreement upon within this lease agreement. If resolution is not possible, the matter shall be dealt with in accordance with the laws of Ontario. All notices, rights, responsibilities and obligations shall be governed by the laws of Ontario governing residential tenancies.

ENTIRE AGREEMENT

The Tenant acknowledges, that prior to signing this Residential Tenancy Agreement, the Tenant has read the Agreement and consents to its terms and conditions. This Residential Tenancy Agreement constitutes the entire agreement between the parties, and the parties agree that there are no other representations, warranties, undertakings or agreements between the parties with respect to this tenancy.

The parties have executed this Residential Tenancy Agreement

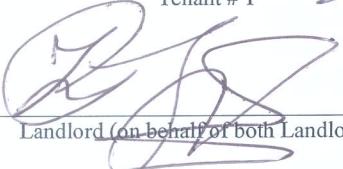
SIGNED, SEALED AND DELIVERED

AT Mississauga this 27th day of January, 2016.

Tenant # 1

Tenant # 2




Landlord (on behalf of both Landlords)

GUARANTOR

The guarantor accepts that he/she shall be liable to the Landlord for all rent that is not paid by the Tenant under this Residential Tenancy Agreement and any damage caused by the Tenant through willful or negligent acts. The Guarantor also accepts that his/her liability shall not be affected by reason of the bankruptcy or insolvency of the Tenant. The Guarantor agrees that the Guarantor is jointly and severally bound with the Tenant under this Residential Tenancy Agreement until the end of the tenancy. If necessary, the Landlord may proceed against the Guarantor in a Court of competent jurisdiction.

Guarantor for Tenant # 1

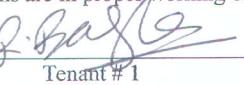
Guarantor for Tenant # 2

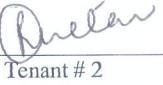
- After determining the Rental Application provided by the Tenant, the Landlord agrees to waive the requirement for a guarantor for this lease agreement.

Landlord Initials 

ACKNOWLEDGEMENTS

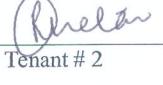
The Tenant(s) hereby acknowledge that there is an adequate number of smoke alarms in the Rental Premises, and that the smoke alarms are in proper working order.


Tenant # 1


Tenant # 2

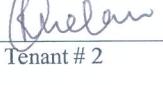
The Tenant(s) hereby acknowledge receipt of a fully executed copy of this Residential Tenancy Agreement.


Tenant # 1


Tenant # 2

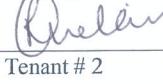
The Tenant(s) agrees to sign up directly with Hydro One, Veridian, Union Gas or Water/Sewer supplier and pay the bill directly to the applicable utility company if the unit becomes sub-metered and it is requested by the Landlord.


Tenant # 1


Tenant # 2

The Tenant(s) hereby acknowledge responsibility to obtain Residential Tenant Insurance along with Personal Injury Coverage. The tenant(s) understand that the Landlord cannot be held responsible for any injury to themself(s) or their guest while on the property, or any lawsuits brought forward while the Tenant is occupying the rental premises..


Tenant # 1


Tenant # 2

The Tenant(s) hereby acknowledge absolutely no smoking on the Rental Premises by the Tenant(s), Occupants, or Guests as per the policy above. Failure to do so can lead to an eviction notice being immediately served by the Landlord to the Tenant(s).



Tenant # 1

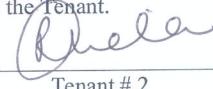


Tenant # 2

The Tenant(s) hereby acknowledge that no pets are to be brought into the Rental Premises on a temporary or permanent basis. Doing so can lead to an eviction notice being served by the Landlord to the Tenant.



Tenant # 1



Tenant # 2

ACKNOWLEDGEMENT FOR KEYS

The Tenant(s) hereby acknowledge receipt of the following keys: (circle)

Apartment Door <input checked="" type="checkbox"/> 2	yes no
Building Entrance Door <input checked="" type="checkbox"/> 2	yes no (key FOB)
Mail Box <input checked="" type="checkbox"/> 1	yes no
Garage (Remote) <input checked="" type="checkbox"/> 1	yes no
Locker <input checked="" type="checkbox"/> 1	yes no

R. Baile

Tenant # 1

RJS

Landlord

Tenant # 2