

RESIDENTIAL TENANCY AGREEMENT

PARTIES

1. This agreement is made in duplicate between

Landlord

Shifat Majumder
Name
874 SCARBOROUGH GOLF CLUB ROAD
Address
SCARBOROUGH M1G 1J5
City Postal Code
6475281535 6475281535
Phone Phone (home)
874rent@gmail.com
E-mail

Tenant

Thi Kim Chi Van & Ngoc Giau Le

This is to confirm that Tenant has agreed to rent the below unit for the below mention period for the price of **C\$--1575/= (One Thousand Five Hundred and Seventy Five only)**. Tenant must pay first month's (Sept 2022) rent, amount: \$1575 before 1st day of Sept 2022 or before getting the key or moving in whichever comes first. If the payment is not made on the mentioned timeline, Tenant will lose their booking and no refund will be issued.

PREMISES

Type of Property **STUDIO UNIT OF 874 SCARBOROUGH GOLF CLUB ROAD (Basement portion)**

Specify

Only those tenants and occupants named are allowed to live in the premises without written consent of the landlord.

2.1 The landlord will rent to the tenant and the tenant will rent from the landlord the following premises:

Walkout Basement STUDIO UNIT OF 874 SCARBOROUGH GOLF CLUB ROAD, SCARBOROUGH, ON M1 G1J5

2.2 **Tenant can use the back yard or front yard only after getting written permission from the landlord (BBQ, Gardening OR ANYTHING SIMILAR). Tenant is allowed to walk around to enjoy the surrounding nature during their stay. Tenant won't be allowed to drink any alcohols or similar things outside of their rental unit (Not at the back yard, patio or front yard). Tenant won't use any kinds of drugs/marijuana or similar products with in their unit or at front yard, backyard, driveway or with in the boundary of the whole house. Tenant must not smoke within the apartment and the backyard, driveway and front yard of the house. Also This agreement only allows tenant the indoor area of the walk out basement unit. No other areas, storage outside is included within the rent.**

AREA

AGREEMENT DURATION

4. All Notices to Terminate or service of documents to the landlord shall be in writing and served in Person by email, text messages.

5. The tenancy begins at 12 o'clock noon on the **1st day of Sept, 2022** and ending at 12 o'clock noon on the **31st day of August, 2023** and this shall be the last day of this tenancy agreement.

RENT

6. The tenant will pay rent to the said Landlord monthly and every month during the said term of the tenancy agreement the sum of -- **C\$--1575/= (One Thousand Five Hundred and Seventy Five Only)** payable in advance on the first day of each and every month during the currency of the said term. Rent will be paid by: Cash Only.

SM Landlord Initials

[Signature] [Signature] Tenant(s) Initials

Rent is due on the 1st day of each month/week and is payable to SHIFAT MAJUMDER.

8. The following items, appliances, and services are included in the rent:

Landlord represents and warrants that the appliances as listed in this agreement are in good working condition. Tenant agrees to maintain listed appliances in a state of ordinary cleanliness at Tenant's cost.

[X] Stove

[X] Refrigerator

[X] Electricity

[X] Heat

[X] Water

[X] Microwave

[X] Some Bedroom and Living Room Furniture (Mattress, Mattress Box, Almirah, Lamp, Table and chairs)

[X] Some Kitchen Utensils

[X] Weekly 1 load of wash (approx.. 40- 50 minute) and 1 load of dry (Approx. 50 minute), If tenant needs to use more than 1 unit of washer and dryer, tenant must pay \$4 for each unit extra washer use and \$3.75 for each unit extra dryer use. Laundry can be only used during Saturday and Sunday from 10 am – 10 pm.

Tenant shall comply with all the By-laws of the City, Provincial and Federal Law and is responsible for the following:

[i] Late payment charges

[ii] Snow removal (Entrance and their walkway up to the driveway, not obligated to remove the snow of driveway or any other place except this)

[iv] Tenant insurance (Optional to tenant)

Tenant also acknowledges the Landlord's insurance on the premises provides no coverage on Tenant's **personal property**. **Tenant should obtain his own insurance, at the expense of the Tenant to insure the Tenant's property on the premises against damage or loss to such property caused by fire, theft, water, moisture and/or any other perils which cause such damage or loss. The Tenant hereby waives and releases the Landlord from any liability for damage or loss to and any persons or property which occurs in connection with the premises, the building and its facilities, grounds or parking lot.**

Additional obligations

9. The Tenants will receive 1 set of entry key. Additional keys and building access cards might be supplied upon payment as required.

This agreement will make all previous agreement Null and Void.

10. The landlord and tenant promise to comply with the conditions set out in Schedule "A." The tenant acknowledges receipt of the rules of the residential premises and residential property which are attached hereto as Schedule "A."

11. If the rent is unpaid one day after the due date, the landlord has the right to file an application to the Ontario Rent Tribunal for rent arrears. If the tenant does not pay the rent within two weeks, eviction can occur.

12. All Notices to terminate must be in writing. The tenant must give 60 days notice in writing to the landlord before the rent is due once the above mention agreement period is over. If it is the landlord terminating the tenancy, depending on the situation, he or she must allow tenants the following notice periods:

- 14 days for non-payment of rent, 7 days notice for weekly or daily tenancy
- 2 months for landlord's use of property
- 20 days for cause or conduct

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[Signature] Tenant(s) Initials

If the tenant breaches conditions of the Ontario Rental Housing Tribunal, the landlord can apply to the Tribunal without giving the tenant notice. Tenant must pay the deposit and first month's rent before getting the keys or 1st of Sept, 2022 whichever comes first. Otherwise, any booking money which has been paid to the landlord will be forfeited. Once this contract is sign, if tenant decides to cancel the contract, the tenant will lose whatever booking money has been paid to the landlord.

Note: A tenant may not end a fixed term lease until the end of the term. The landlord can only terminate the fixed term lease based on legitimate reasons in the legislation and cannot terminate solely based on the expiration of the fixed term agreement. In each anniversary date, tenant will sign a new tenant agreement contract based on new monthly rental rate. After each fixed term lease agreement (on anniversary date), if the monthly rental rate does not change; tenant does not need to sign another fixed term lease agreement, the lease automatically goes to month-to-month. All conditions from previous lease will remain the same unless re-negotiated (new monthly rental rate) between the landlord and tenant.

13. Tenant will also cooperate and allow landlord and potential tenants to see the unit if they are no longer interested to stay in that Unit. Landlord will inform the tenant upfront by using text, email or verbally about the time of visit of the potential new tenants to check out the apartment.
14. This agreement is for the benefit of and is binding on the landlord and tenant and their heirs, executors, administrators, and assigns.
15. The rent mentioned in this agreement is only for the unit. If tenant needs parking, tenant has to pay separate for that and a separate agreement has to be signed for parking
16. No Internet or Cable TV services is included with the rent. Tenant is responsible to get his/her own internet. Tenant can share internet with owner if both parties agree with the pricing and terms and conditions. Separate Agreement for that will be signed for that.
17. Any or all tenants signing this lease take full responsibility for all terms and conditions.

SM Landlord Initials

 Tenant(s) Initials

Attachments (Initials required)

SM _____ The tenant has received a copy of the signed agreement within 21 days of the date of the signing of the agreement.

SM _____ The tenant has read, signed, and received the rules and attachments to this agreement.



SIGN BOTH COPIES SEPARATELY.

Sep 02, 2022
Date

SM
Landlord

ANY OR ALL TENANTS SIGNING THIS AGREEMENT TAKE FULL RESPONSIBILITY FOR ALL OF ITS TERMS AND CONDITIONS.

08/19/2022
Date

 
Tenant(s)

Schedule "A"

The following conditions apply where the relationship of landlord and tenant exists, regardless of any agreement, declaration, lease, waiver, or other statement to the contrary:

Conditions:

1. Assign or Sublet

The tenant is not permitted to sublet the residential premises to another person without the consent of the landlord.

2. Repairs

(a) Landlord's Duties & responsibilities:

If the landlord is required to make a repair, tenant will discuss it with the landlord. Tenant will allow a reasonable time for completion of following repair works:

Major leaks in the pipes or roof, Electrical (malfunction) repair of cooking range and refrigerator.

Any physical damage of the appliances will be repaired by Tenant.

i. Repair of primary heating system

ii. Defective locks that give access to residential premises

iii. Any clogged toilet or sink caused by inappropriate use (Putting inappropriate materials, things, toys etc., too much of toilet paper, hand towels on the toilet etc.) of tenant, tenant will solely responsible to fix that at tenant's expense

(b) Tenant's Duties & responsibilities:

The Tenant must maintain ordinary health, cleanliness, and sanitary standards throughout the residential premises and residential property including following repair works:

Cleaning, repairing and replacing soiled, stained or damaged floor coverings, carpets, counter tops (both kitchen and washroom) etc.

Repairing plugged toilets, sinks and drains and all other damages resulting directly or indirectly therefrom.

Repairing or replacing all windows, doors, walls, floor and fixtures damaged, broken, removed or destroyed at any time during tenancy, whether by Tenant or any other person or persons invited by the Tenant.

The Tenant must take the necessary steps to repair damage to the residential premises and residential property caused by a willful or negligent act or omission of the Tenant or invited guests of the Tenant.

If the Tenant does not comply with the above duties, the landlord may discuss the matter with the Tenant and may seek a monetary order with the assistance of the Ontario Rent Tribunal for the cost of repairs, serve a Notice of Termination, or both.

3. Occupants and Invited Guests

(a) The landlord may not stop the tenant from having guests in the residential premises under reasonable circumstances. If the number of permanent occupants is unreasonable, the landlord may discuss the issue with the tenant and may serve a Notice of Termination. Disputes regarding the notice may be resolved through arbitration with the assistance of the Ontario Rent Tribunal.

(b) If the tenant lives in a hotel, the landlord may impose reasonable restrictions on invited guests and reasonable extra charges for overnight accommodation of invited guests.

4. Locks

Neither the tenant nor the landlord may change or add a lock or security device (for example, a door chain) to residential premises unless both agree, or unless ordered by an arbitrator. In an emergency, the landlord may change the lock on the main door of the residential property and the tenant may change a defective lock on the residential premises and promptly provide the other party with a copy of the new key.

SM Landlord Initials

[Signature] Tenant(s) Initials

5. Entry of Residential Premises by the Landlord

- (a) For the duration of this tenancy agreement, the residential premises are the tenant's home and the tenant is entitled to privacy, quiet enjoyment, and to exclusive use of the residential premises.
- (b) The landlord is allowed to use the corridor to access the Furnace and Washing room maximum of 10 times in a week. The entrance time will be discussed and will be fixed anytime between 7 am - 11 pm.
- (c) The landlord may enter the residential premises only if one of the following applies:
 - (i) the landlord gives the tenant a written notice which states why the landlord needs to enter the residential premises and specifies a reasonable time not sooner than 24 hours and not later than 72 hours from the time of giving notice;
 - (ii) There is an emergency;
 - (iii) The tenant has abandoned the residential premises;
 - (iv) The landlord has the order of an arbitrator or court saying the landlord may enter the residential premises;
 - (v) The tenant will co-operate and will allow access to the potential new tenant and landlord between the time of 9 am – 9 pm any day for the purpose of showing the rental unit to the potential new tenant;
- (d) The landlord may enter the residential premises only if one of the following applies:

6. Pets, Smoking, Drugs & Alcohol

- (i) This tenancy agreement does not permit pets or smoking in the rental unit, the landlord has the right to give a Notice of Termination if the tenant has pets or smokes.
- (ii) Tenant is not allowed to have alcohol on the back or front yard in any situation.
- (iii) Any kind of addictive drugs consumption is strictly prohibited unless it's prescribed by a doctor for the purpose of medical treatment.

7. Application of the Tenant Protection Act

The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or duty under the Tenant Protection Act or a regulation made under the act and to the extent that a term of this tenancy agreement does contradict or change a right or duty under the Tenant Protection Act or a regulation made under that act the term of this tenancy agreement is void.

Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and tenant and must be reasonable. If a change is not agreed to in writing, is not initialed by the landlord and tenant, or is not reasonable it is not enforceable.

8. Arbitration of Disputes

Despite any other provision of this tenancy agreement, under the Tenancy Protection Act a tenant has the right to apply for arbitration to resolve a dispute.

9. Additional Terms

Tenant agrees to allow the Landlord or his agent to show the property at all reasonable hours to prospective Buyers or Tenants, after giving the Tenant at least twenty four (24) hours written notice of such showing, and to allow the Landlord to affix a For Sale or For Rent sign on the property.

All previous tenancy agreement will be null and void once these documents are signed by both parties.

SM

Landlord signature

Sept 02, 2022

Date

Tenant(s) signature

Tenant(s) signature

08/19/2022

Date