

Residential Tenancy Agreement (Ontario)

THIS AGREEMENT made the 15th day of November 2014

BETWEEN:

Rene Gummer

(Hereafter referred to as "the Tenant(s)")

AND

P.O. Box 351, Merrickville, ON, K0G 1N0

(Hereafter referred to as "the Landlord")

David Dicaire

(Address)

1. The rental premises are [] a single family dwelling, [] a unit in a duplex, triplex, or fourplex, or [] an apartment in an apartment building, located at 2 Elm Street, Smiths Falls, ON, K7A 3Y2

(Street address)

2. The term of this agreement shall be as follows:

This shall be a

[] week-to-week tenancy which shall begin on _____, 20____.

[] month-to-month tenancy which shall begin on _____, 20____.

[] fixed term tenancy which shall begin on June 30th 2010 and end on January 1st 2015

3. The rent shall be \$ 825.00 [] per week [] per month, and shall be payable in advance on or before the 1st day of each [] week [] month. The first [] week's [] month's rent shall be payable on or before January 1st 2015

4. The following person is authorized to act on behalf of the Landlord and is specifically authorized to accept notices of the Tenant's complaints and to accept any service of legal process or notice. (Complete if different from Landlord.)

(613) 720-4328

(Name)

(Address)

RG
Initialed

5. There will be 1 person(s) occupying the rental premises and their names are:

Renee Gommex

6. Except for casual guests, no other persons shall occupy the premises without written consent of the Landlord.

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

	Landlord	Tenant		Landlord	Tenant
Electricity	[<input checked="" type="checkbox"/>]	[<input type="checkbox"/>]	Garbage removal	[<input type="checkbox"/>]	[<input checked="" type="checkbox"/>]
Gas	[<input checked="" type="checkbox"/>]	[<input type="checkbox"/>]	Oil	[<input type="checkbox"/>]	[<input type="checkbox"/>]
Water	[<input checked="" type="checkbox"/>]	[<input type="checkbox"/>]	Other(s) (specify):		
Telephone	[<input type="checkbox"/>]	[<input checked="" type="checkbox"/>]	_____	[<input type="checkbox"/>]	[<input type="checkbox"/>]
Cable television	[<input type="checkbox"/>]	[<input checked="" type="checkbox"/>]	_____	[<input type="checkbox"/>]	[<input type="checkbox"/>]

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

	Landlord	Tenant		Landlord	Tenant
Stove	[<input checked="" type="checkbox"/>]	[<input type="checkbox"/>]	Furnace	[<input checked="" type="checkbox"/>]	[<input type="checkbox"/>]
Refrigerator	[<input checked="" type="checkbox"/>]	[<input type="checkbox"/>]	Water heater	[<input checked="" type="checkbox"/>]	[<input type="checkbox"/>]
Washer	[<input type="checkbox"/>]	[<input type="checkbox"/>]	Dishwasher	[<input type="checkbox"/>]	[<input type="checkbox"/>]
Dryer	[<input type="checkbox"/>]	[<input type="checkbox"/>]			

8. The Landlord acknowledges receipt from the Tenant of the sum of \$ 825.⁰⁰ as prepayment of the last month's rent.

9. 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.

10. 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.

RG
Initialed



11. The Landlord may enter the premises following written notice given to 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 a.m. and 8 p.m. 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 unit to prospective tenants after agreement or notice of termination, provided such entry is between the hours of 8 a.m. and 8 p.m. and, before entering, the Landlord makes a reasonable effort to inform the Tenant of the intention to enter.

12. The Tenant agrees:

- (a) to mow and water the lawn and to keep the lawn, flower beds, and shrubbery in good order and condition, and to keep the sidewalk surrounding the premises free and clear of all obstructions; and
- (b) to take due precautions against freezing of water or waste pipes and stoppage of the same in and about the premises. If water or waste pipes become clogged 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 damage caused.

13. If, after a notice of termination made in accordance with the Tenant Protection Act, the Tenant remains in possession without the Landlord's consent, the Landlord may apply to the Ontario Rental Housing Tribunal for an eviction order. The Landlord may also apply for compensation for any damage, and compensation for use and occupation after termination.

14. The Tenant shall not assign or sublet the premises without the prior written consent of the Landlord.

15. The Landlord and Tenant acknowledge that the rent will not be raised more often than once every 12 months and that any increase shall be in accordance with the annual provincial guideline unless the parties enter into an agreement for an increase in accordance with the provisions of the Tenant Protection Act.

16. If the Tenant wishes to terminate the tenancy at the end of the term, he or she must give notice in writing not less than 60 days prior to the expiration of the term. If no such notice is delivered and no further agreement entered into, the Tenant becomes a monthly tenant. A monthly tenant must give 60 days' written notice to terminate and a weekly tenant must give 4 weeks' written notice.

17. OPTIONAL PROVISIONS

The following provisions are optional and may be used only if both parties agree. To be binding, the optional provision must be initialled by both parties and must not be inconsistent with the Tenant Protection Act.


Initialed

