LUXE

RENTED PREMISES

1. a) The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord (hereinafter referred to as the rented premises)

Unit _1603__ at 333 King St. North, Waterloo, Ontario

PARKING COVENANTS

2. In order to secure a parking spot, the Tenant must fill out and sign the Parking Agreement form. Parking is available on a first-come first-served basis. The Tenant agrees to abide by the covenants, agreements, rules and regulations of this Agreement; it is agreed that the Landlord shall have the same remedies as in the case of nonpayment of rent in the event of a breach of performance by the Tenant of any of the terms and conditions of this agreement.

TERM

3. The Tenant will occupy the rented premises, subject to the present tenant vacating, for the term beginning the 1st day of May A.D. 2013 and ending on the 30th day of April A.D. 2014 subject to the terms of this Agreement.

In the event that the building is under construction or under substantial renovation, the date of occupancy may be deferred and the tenure of this lease extended accordingly, upon 10 days written notice to the tenant.

RENT

4. a) The Tenant agrees to pay to the Landlord, at the Landlord's office or such place as directed in writing from time to time by the Landlord only:

For Rented Premises \$ ____600 ___ monthly

on the FIRST day of every month during the term described above, yielding and paying thereafter during the said term and hereby granting unto the Landlord, its successors, the assigns, the sum of \$___7200___ yearly (hereinafter called

the 'basic rental'). Rental cheques are payable to Rise Real Estate Inc.

- b) i) Provided that if the monthly rent is not received on each due date as set out above, the Tenant shall pay to the Landlord a service charge of 50.00 in addition to the basic rental.
- ii) And further provided that in addition to all other charges required to be paid by the Tenant, the Tenant agrees to pay to the Landlord compound interest at the rate of 5.00% per month upon all sums required to be paid by the Tenant to the Landlord, including, without restricting the generality of the foregoing, all unpaid service charges and rent payables under this Agreement.
- iii) And further provided that if the monthly rental is paid by cheque and the cheque is not honored at the bank upon which it is drawn, then the Tenant shall pay to the Landlord the sum of 50.00 as a service charge for each such cheque in addition to the foregoing rents and service charges.
- 5. The Tenant warrants proviso for re-entry by the Landlord for non-payment of rent or nonperformance of covenants, subject to the provisions of the Tenant Protection Act.

PREPAID

6. The Tenant agrees to deposit with the Landlord the sum of \$____1200_____ as prepaid rent to be applied towards the last month's rent of the term of this Agreement.

UTILITIES

7. The Tenant, in addition to the above rent, agrees to pay for the following services applicable to the rented premises:

Water	No
Gas	No
Hot Water	No
Electricity	Yes
Internet	Yes
Cable	Yes

The Tenant shall exercise reasonable care and diligence in keeping with the Landlord's standards in the use of utilities. It is agreed that the Landlord shall have the same remedies in the case of the default in payment of any of the above as in the case of non-payment of rent.

BANKRUPTCY

8. In the event of the bankruptcy of the Tenant, the Landlord shall rank as a preferred creditor pursuant to the Bankruptcy Act in respect of arrears of rent for a period of three months next preceding the bankruptcy, and accelerated rent for a period not exceeding three months following the bankruptcy.

MEANING OF AGENT

- 9. a) All references to the "Landlord" herein, shall not be deemed to refer to the Landlord's agents or employees.
- b) All agents or employees of the Landlord shall not be deemed to be clothed with any authority other than that specifically granted by the Landlord and not his agent, or employee.
- c) The Landlord has the Registered LANDOWNERS authority to execute this Lease.

USE

- 10. a) The Tenant agrees that he will not conduct, permit, or suffer any action whatsoever that might be objectionable or injurious to the reputation of the Landlord or other tenants.
- b) The Tenant agrees to use the rented premises as a residential dwelling and for no other purpose.
- c) The Tenant agrees not to allow the rented premises to be occupied by anyone other than the persons listed in Clause 1 of this Agreement, unless otherwise authorized by the Landlord in writing.

CONDITION OF PREMISES

11. The Tenant hereby acknowledges that the premises, appliances and appurtenances are in spotless condition, free of visible defects and fit for habitation and use, exceptions reported to Landlord shall be in writing. The Tenant agrees that there is no promise, representation or undertaking by or binding upon the Landlord with respect to any alteration, remodelling or decorating or installation of equipment or fixtures in the premises except such, if any, as is expressly set forth in this Tenancy Agreement. The Tenant hereby agrees to maintain the premises in the same condition as existed at the commencement of this Tenancy Agreement, or as improved by the Landlord thereafter.

ELECTRICAL & MECHANICAL CARE OF PREMISES

- 12. In the event of a breakdown of the electrical or mechanical systems, the Landlord will not be liable for damages or personal discomfort, but the Landlord will carry out repairs with reasonable diligence. The landlord will not be liable for any changes or disruptions to the phone and/or cable systems.
- 13. The Landlord covenants to keep the rented premises in a good state of repair and fit for habitation and so as to comply with the Health and Safety Standards as required by law, and the Tenant agrees to keep the rented premises in a reasonable state of cleanliness and shall be responsible for damages and losses caused by his willful or negligent conduct or that of persons who are permitted on the premises by him, and not to make alterations or decorate without approval in writing from the Landlord. Absolutely no painting is permitted by tenants.

LOCKS

14. The Tenant shall not alter or add to the locking system on any door in or on the rented premises without written permission by the Landlord. The Tenant hereby consents to any change of locks in the building save that of the door giving direct entry to the rented premise.

RIGHT OF ENTRY RULES AND REGULATIONS RESPECTING VEHICLES ON PREMISES

15. The Tenant agrees that the Landlord shall be entitled to enter the rented premises and view the state of repair and make such repairs and alterations as necessary, such entry to be made in accordance with The Tenant Protection Act.

VEHICLES

- 16. a) Private automobiles or other motorized vehicles will be parked only in spaces or areas allotted to them from time to time by the Landlord and not in any other spaces unless authorized in writing by the Landlord. The Landlord will be furnished with such information as will be required to identify each automobile. The Tenant will affix such markers as may be designated by the Landlord.
- b) The parking space or area allotted to the tenant by the Landlord may be used only for the purpose of parking a single vehicle, and without limiting the generality of the foregoing, may not be used to store an automobile or other vehicles or objects in such a space.
- c) Should the Tenant permit or suffer any vehicle to be parked in a location other than the allotted parking space, or area, or should any such automobile remain in the allotted parking space or area for such a period of time that the Landlord or his agent or employee believes that the said automobile has been abandoned, the Landlord shall be entitled to remove the said automobile from the property of the Landlord at the Tenant's risk and expense.
- d) The Landlord has the right to remove, at the owner's risk and expense, all or any vehicles that are inoperable, or not bearing valid license permits.
- e) Neither the Landlord, his employees, nor agents will be liable for any loss or damage to the vehicle or the contents of the vehicle howsoever caused.
- f) No action will lie against the Landlord in replevin conversion, damages or any other form for the removal of the said vehicle.
- g) The Tenant will indemnify the Landlord for any expense incurred in removing and storing or otherwise disposing of the said vehicle.
- h) No repairs are to be carried out on any vehicle with the exception of minor emergency repairs, subject to the consent of the Landlord in writing.

GENERAL RULES

17. a) i) Fire - The Tenant will 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.

- ii) Barbecuing or making of fires will not be permitted in or about the rented premises without the written authorization of the Landlord.
- b) Noise The Tenant will not cause, permit or suffer any noise or interference by any instrument or other device which, in the opinion of the Landlord, is disturbing the comfort of other tenants.
- c) Access The sidewalks, entry, passageways and stairways used in common will not be obstructed or used for any purpose other than proper access to and from the rented premises of the tenants. Bicycles will not be admitted into the building and will be kept in areas designated by the Landlord.
- d) i) Painting and Alterations The Tenant shall not paint or permit the painting of any portion of the demised premises, or erect or cause to be erected any structure in, about, or upon the demised premises, or permit or make any structural alterations or changes in or about the demised premises without the prior written consent of the Landlord.
- ii) Wallpaper Wallpaper may not be installed without the written consent of the Landlord.
- iii) Screws and Nails Spikes, hooks, screws, nails, or stick-on hangers, shall not be put into the walls or woodwork of the building, save proper hangers as agreed upon by the landlord.
- e) Electric Light Bulbs The Landlord shall furnish electric light bulbs in the fixtures and fuses in the panel box installed by the Landlord at the time the Tenant takes possession of the demised premises, but not thereafter.
- f) i) Shades and Balconies- No awnings, shades, flower boxes, aerials, or other items will be erected over or placed outside windows, doors or balconies. Balconies will not be used for the hanging or drying of clothes or for storage. No objects whatsoever will be dropped, thrown, propelled or projected from the rented premises, and no Tenant will permit or suffer such Act.
- ii) Drapes and drapery tracks where provided by the Landlord will not be removed from the windows. The Tenant will install drapes or curtains to the Landlord's satisfaction.
- g) Signs No signs, advertisements or notices will be posted or inscribed on any part of the building.
- h) Pets No animals, birds, reptiles, or pets of any kind will be kept on or about the premises without the written permission of the Landlord.
- i) Garbage Garbage will be placed in areas designated by the Landlord and in conformity with The Dept. of Health Regulations.
- ii) Laundry The use of the washing machines and dryers upon the premises shall be subject to the rules and regulations posted in the laundry room provided, or as otherwise provided by the Landlord.
- iii) Clothes Lines No clothes lines shall be erected in, around, or about any portion of the rented premises, nor shall laundry be hung outside any portion of the said premises.
- j) Repairs All glass, locks, doors and trimmings in or upon the doors or windows of the demised premises should be kept whole and whenever any part thereof shall become lost or broken, the same shall be immediately replaced or repaired under the direction and to the satisfaction of the Landlord, and such replacements and repairs shall be paid for by the tenant of the rented premises.
- k) Refrigerators Ice must not be scraped from any surface and electric defrosters must never be used. Plastic parts must not be subjected to water hotter than the hand can bear. Any damages will be borne by the Tenant.
- I) i) Appliances The Tenant shall not install any appliance without first obtaining the written consent of the Landlord, and paying the Landlord the required charge for such appliances which shall include but not be limited to Dishwashers, Air Conditioners, Washing Machines, Clothes Dryers, Refuge Compactors. Water Beds NO Waterbed(s) will be brought onto the rented premises without the prior written permission from the Landlord which permission may be arbitrarily withheld.
- ii) Contagious Disease The Tenant agrees to remove any person or persons who have developed infections or contagious disease from the rented premises, and to have the said premises fumigated or treated immediately in accordance with any By-law or Regulations in force relating to any such disease, such fumigation or treatment to be at the Tenant's risk and expense.
- m) i) Moving Household furniture and effects may be removed from the premises only at the time and in the manner

prescribed by the Landlord.

- ii) The Tenant will not damage any part of the building or premises by moving furniture or other articles in or out of the said premises, and agrees to indemnify the Landlord for any expense incurred as a result of damage so caused.
- n) i) General The rules and regulations governing the used of any additional services by the Landlord will be observed and adhered to. Such services will include but not be limited to, swimming pools, sauna baths, exercise rooms, recreational areas and similar services, which are for the exclusive use of tenants and those members of their families occupying the rented premises.
- ii) The Tenant will not violate, or permit or suffer, violation of Federal, Provincial or Municipal statutes, laws or by-laws.
- o) Amendments The Tenant covenants and agrees to comply with each of the rules and regulations as may from time to time be amended, modified or added to upon notice to the Tenant.

ASSIGNMENT

- 18. a) The Tenant covenants not to assign or sublet the rented premises without leave. The Landlord agrees not to arbitrarily or unreasonably withhold permission to assign, sublet or otherwise part with possession, provided that this covenant shall not be construed to mean automatic acceptance of a prospective assignee or subtenant who would not otherwise have been acceptable as a tenant.
- b) The Tenant further agrees that if the rented premises are sublet or assigned he shall pay to the Landlord all costs of redecorating and cleaning, as determined by the Landlord.

BREACH OF COVENANT

- 19. a) If the Landlord or the Tenant alleges a breach of any covenant herein contained (excepting the covenant to pay rent), the party alleging such breach shall give written notice setting out particulars thereof within 30 days of his knowledge of such breach...and thereafter the party who has broken such covenant shall have a reasonable time to remedy same. Provided further if such breach be remedied within a reasonable time, there will be no further liability and provided further that is no such notice is given the party shall have no remedy for the said alleged breach.
- b) Tenants agree to provide to the Landlord, within 30 days of lease signing, the pre-authorized payment authorization form for the duration of the lease period.
- c) If rent is unpaid after the due date, and if it appears to the Landlord or his Agent or Employee that the Tenant has vacated or abandoned the premises, the Landlord or his Agent or Employee may enter the rented premises and in addition to all other rights reserved to the Landlord may re-rent the premises. The rented premises shall be deemed to have been vacated, or abandoned if inspection reveals the premises to be substantially barren of the Tenant's furnishings and/or effects, but this clause shall not be construed so as to limit or restrict the circumstances under which the premises may be deemed to be vacated or abandoned. The Tenant agrees to pay to the Landlord costs incurred by the Landlord in re-renting the premises, which costs will include commission fees, advertising, administrative costs, and all costs of redecorating and cleaning. In addition to any other damages to which the Landlord is entitled under this Agreement or by law.
- d) The Tenant shall give the Landlord prompt written notice of any accident or defects such as in water pipes, gas pipes, or heating apparatus, telephone, electric light or any other installations and shall be liable for any damage caused by failure to give such notice.
- e) Tenants agree to test smoke detectors monthly and inform Landlord promptly of any defects.
- f) In the event of default in payment of rent or breach of covenant by the Tenant, and in addition to the payment of the rent in default and any other costs, damages, or charges whatsoever, the tenant shall pay to the Landlord all legal costs incurred as a result of the said default or breach with such legal costs to be computed on a solicitor-and-client basis.
- g) Upon re-entry of the Landlord pursuant to the abandonment or vacation of the rented premises by the tenant, or pursuant to a Court Order, the Landlord may in his discretion, immediately dispose of any articles, effects, or furnishing of no apparent material value.

LIABILITY

20. a) It is hereby agreed that in case the building of which the rented premises form a part, or any part of the building shall be destroyed or damaged by fire, lighting, tempest, explosion, act of God or the Queen's enemies so as to render

the same unfit for the purposes of the Tenant, then and so often as the same shall happen, the rent herein provided, or a proportionate part thereof according the to the nature and extent of the damage, shall abate until the rented premises have been rebuilt or made fit for the purposes of the Tenant; provided that the Landlord shall have the rights, in the event of the building or any part thereof being substantially destroyed or damaged by fire, lightning, tempest, explosion, act of god, or the Queen's enemies, at its option, to terminate this Agreement on giving the Tenant, within thirty days after such destruction or damage, notice in writing of its intent so to do, and thereupon rent and any other payment for which the Tenant is liable under this Agreement shall be apportioned to the date of such destruction or damage and the Tenant shall immediately deliver up possession of the rented premises to the Landlord.

- b) The Landlord shall not be liable or responsible in any way for any personal injury that may be suffered or sustained by the Tenant or any employee of the Tenant or any other person who may be upon the demised premises or in or about the building or on the sidewalks and laneways or streets adjacent to the same or for any loss or damage or injury to property belonging to or in the possession of the Tenant or any employee of the Tenant or any other person whether such property is in the demised premises or in or about the building or on the sidewalks and laneways or streets adjacent to the same, and in particular (but without limiting the generality of the foregoing) the Landlord shall be not liable for any injury, loss or damage to person or property caused by fire, smoke, steam, water, rain, snow or fumes which may leak, issue or flow into the demised premises from any part of the building or from the water, sprinkler, drainage or from smoke pipes or plumbing equipment of the same or from any other place or quarter or caused by or attributable to the condition or arrangement of any electrical or other wiring or of the air-conditioning equipment or caused by anything done or omitted by any Tenant or other occupant.
- c) The Tenant shall be liable for any damage done to the premises and building by reason of water being left running from the taps or blocked toilets in the demised premises or from gas being permitted to escape.
- d) Damage to Property In the event of damage, destruction or disposition of the Tenants' Property, which the Tenant believes has resulted from an act or omission of the Landlord, Landlords' Agent(s) or Superintendent, the Tenant agrees to notify the Landlord on the next business day, in writing, of such damage, destruction or disposition and to provide written particulars of same, including the alleged cause. The Tenant further agrees not to dispose of, repair or replace any such property without first permitting the Landlord to inspect it. In addition, where the Tenant proposes to incur expenses which the Tenant believes have resulted from an act or omission of the Landlord, Landlords' Agent(s) or Superintendent, the Tenant shall first notify the Landlord of the intention to incur such expenses and shall permit the Landlord an opportunity to propose other arrangements which may be more effective and less costly than those for which the Tenant proposes to incur expense. In all cases of damage to property, however caused, the Tenant shall notify his insurer of the damage and shall file a claim with his insurer for the full amount of the loss.

NOTICE OF TERMINATION

- 21. a) If either the Tenant or the Landlord wishes to terminate the tenancy at the end of the term created by this Agreement, then he will give notice to the effect in writing delivered personally by hand or otherwise in accordance with the Landlord and Tenant Act not less than 90 days prior to the expiration of this Agreement.
- b) If either party has given such notice the rented premises may be shown to the prospective tenants at all reasonable hours after delivery of the notice. Should the Tenant effectively deny the Landlord reasonable viewing rights, the Tenant shall be required to indemnify the Landlord in damages.
- c) In the event that the Tenant is obliged to vacate the rented premises on or before a certain date, and the Landlord enters into a Tenancy Agreement with a third party to rent the premises herein described for any period thereafter to such third party, and the Tenant fails to vacate the rented premises on or before the due date, thereby causing the Landlord to be liable to such third party, then the Tenant will (in addition to all other liability to the Landlord for such over holding) indemnify the Landlord for all losses suffered thereby, including, without limiting the generality of the foregoing, all legal costs incurred by the Landlord, such legal costs to be computed on solicitor-and-client basis.
- d) The Tenant agrees to vacate the rented premises by 1:00 p.m. on the final day of this Tenancy Agreement or any renewal thereof
- e) When all articles have been removed from the rented premises, the Tenant shall arrange with the Landlord or his agent to complete in triplicate an "Outgoing Inspection Report", which shall be signed by both parties.
- f) Upon termination of the tenancy, the Tenant will give vacant possession and deliver the key fobs of the rented premises to the Landlord on termination of this Tenancy Agreement; failure to comply with this provision will render the tenant liable to an administrative and replacement cost in the amount of \$50.00 in addition to any other liabilities imposed upon the Tenant by this Agreement or bylaw.

- (g) The premises shall be left fit for occupancy by the new tenant, clean, undamaged, and with all refuse removed. And, in particular, without limiting the generality of the foregoing, the Tenant shall:
- g) Leave the rented premises, appliances and appurtenances in the same condition as existed at the commencement of this Agreement. If the condition of the premises has been improved by the Landlord following the commencement of this Agreement, either pursuant to the Incoming Inspection Report described in Paragraph 12 herein or in any other manner or for any other reason whatsoever, the Tenant shall leave the premises in the said improved condition.
- h) Keep and leave broadloomed and tile floors, walls, ceilings, windows and doors in a clean condition at the expense of the Tenant, and not move heavy furniture over the floors or stairs; coasters must be used for heavy furniture.
- i) Leave the stove, refrigerator and any other appliance in immaculate condition, inside and outside, and replace any broken, missing or damaged parts before vacating;
- j) Clean and defrost the Refrigerator, but leave it running at normal setting.
- k) Should the Landlord be required to clean the apartment as a result of the Tenant's failure to comply with this clause then the Tenant shall pay all costs of cleaning.

IMPORTANT NOTICES

- 22. Except as otherwise provided by The Tenant Protection Act, any notice required or contemplated by any provision of this Agreement shall be deemed to be sufficiently given if served personally, or deemed to be received within 72 hours of mailing post prepaid in any one of her Majesty's Post Offices in the Province of Ontario, in a registered letter addressed to the Landlord as set forth herein, or to the Tenant at the address of the rented premises.
- 23. The Landlord and Tenant mutually agree that no assent or consent to changes in or waiver of any part of this Agreement in spirit or letter shall be deemed or taken as made, unless the same be done in writing and attached to or endorsed hereon by both parties.
- 24. The Tenant acknowledges receipt of a copy of the rental application herein which is deemed to be incorporated herein and forms part of this tenancy agreement. The tenant warrants the truth of all facts contained therein, and agrees that any misstatement or omission in the said rental application constitutes a material misrepresentation rendering this tenancy of a breach of the said warranty as in the case of non-payment of rent, in addition to any other remedies to which the Landlord may be entitled at law.
- 26. In the event that the tenant must vacate premises for an extended period, said tenant shall verify utility readings with the utility companies, inspect fixtures and report any leaks (from toilet or faucets) to the landlord in writing. Failure to do so may result in large utility bills, which the tenant is responsible for.
- 27. Tenants must ensure waste and recycling is neatly stored in their unit or in their own secure containers and taken out only on garbage days. Failure to comply will result in a \$5/bag or \$20.00 minimum cleanup fee payable to Rise Real Estate Inc.

Everything contained within this Tenancy Agreement shall extend to and be binding on the respective heirs, executors, and administrators, successors and assigns of each party hereto. The provisions shall be read with all grammatical and gender changes necessary. All covenants herein contained shall be deemed to be joint and several obligations.

IN WITNESS WHEREOF the parties hereto have executed these presents. SIGNED, SEALED AND DELIVERED In the Presence of:

LANDLORD

	eal Estate Inc.						
	Bradley Williams						
	(519) 279-4802						
TENAN	TS						
Ву:			_	Ву:			_
Name:	Aleem Dhanji						
Phone:	5195772878		_	Phone:			
Email:	dhanji.aleem@	gmail.com					
Ву:				Ву:			
•				-			
				Phone:			
RECEIP	PT OF TENANCY A	GREEMENT:					oplication herein, this
	16	day of	April		A.D	2012	(year)
1.0	24						
Alee (Tenan			_	(Tenant)			
(Tenan	t)		_	(Tenant			