



# Lease Agreement

(Condominium Apartment)

THIS LEASE made as of \_\_\_\_\_, \_\_\_\_\_

**IN PURSUANCE OF THE LANDLORD AND TENANT ACT  
AND THE CONDOMINIUM ACT, OF ONTARIO**

**B E T W E E N:**

\_\_\_\_\_

- and -

\_\_\_\_\_

(the "Landlord")

**WHEREAS** the Landlord is the registered owner of the residential condominium unit known as \_\_\_\_\_, (collectively the "Property");

**AND WHEREAS** the Tenant wishes to lease the Property from the Landlord;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord hereby leases unto the Tenant the Property for use and occupation as a single family residence including the chattels and appliances now on the Property, upon the following terms and conditions:

1. **Term.** The Tenant shall have and shall hold the Property for and during the term of 12 months to be computed from \_\_\_\_\_ 1, 20\_\_, and ending on \_\_\_\_\_ 29, 20\_\_. In the event that the commencement date of this Tenancy occurs on a date other than the first day of a month, the rent shall be pro-rated until the first day of the immediately succeeding month.
2. **Rent.** The Tenant shall pay to the Landlord in advance during the term herein granted, rent in the annual amount of **\$000.00** to be payable on the first day of each and every month during the term hereof, the first of such payments to become due and payable on the first day of \_\_\_\_\_, 20\_\_.
3. **Pre-paid Rent.** The Tenant agrees to deposit with the Landlord the sum of **\$000.00** as pre-paid rent, to be applied towards the last month's rent of the term. The Landlord agrees to pay to the Tenant interest annually thereon at the rate of two per cent (2%) per annum or at the prescribed rate of interest pursuant to the *Landlord and Tenant Act*.
4. **Condition of the Unit.** The Tenant hereby agrees to accept the Property in an as is condition and the Tenant.
5. **Chattels and Personal Property within the Unit.** All chattels and personal property belonging to the Tenant and located or stored in or on the Property shall be kept and stored at

the Tenant's risk. The Landlord shall not be liable, except in the case of the Landlord's direct negligence or willful misconduct, for any injury, damage or loss resulting from any accident or occurrence in or upon the unit and/or the common elements sustained by the Tenant or any person claiming through the Tenant.

The Tenant covenants with the Landlord to keep the appliances and fixtures belonging to the Landlord on the Property at the commencement date hereof in good and clean condition, reasonable wear and tear, damage by fire or other casualty, excepted.

6. **Compliance by Tenant.** The Tenant's right to use and occupy the Property (including the common elements) shall be subject and subordinate in all respects to provisions of the *Condominium Act*, as amended, the registered declaration and by-laws of the Condominium Corporation and the rules and regulations as the board of directors of the Condominium Corporation may from time to time pass and enforce including the existing rules which have been previously delivered by the Landlord to the Tenant. The Tenant acknowledges and agrees that failure on his part, the members of his family, guest, visitors and any other person or persons occupying the unit with the consent of the Tenant from time to time, to comply with the Condominium Corporation shall constitute a material breach of this Agreement and shall entitle any of the Landlord and/or the Condominium Corporation apply for an order terminating the tenancy hereby created.
7. **Repair and Maintenance of the Unit.** The Landlord shall maintain the unit in a good state of repair, fit for habitation during the term of the lease, and comply with health and safety standards in force at the date of commencement of the lease. The Tenant shall keep the unit, during the term of the lease and any renewal thereof, in neat, clean and sanitary condition and dispose of all rubbish, garbage and other organic or flammable waste, in a clean, safe and sanitary manner and as prescribed from time to time in the rules and/or by the Condominium Corporation. The Tenant shall use and operate all electrical, plumbing and heating fixtures and appliances in accordance with the operating instructions in a safe manner. The Tenant shall not permit any person to destroy, deface, damage, impair or remove any part of the Property including any additions or improvements to the Property and all facilities and appurtenances thereto, and the Tenant shall not himself do any such thing. The Tenant shall at his own expense, furnish and replace all light bulbs, fuses and faucet washers as needed. The Tenant shall promptly report any defect, damage or breakage in the structure, equipment or fixtures to the Landlord and, in the absence of the Landlord, to the board of directors or property manager of the Condominium Corporation.
8. **Inspection and Repair.** The Landlord, the board of directors and/or the property manager of the Condominium Corporation shall and may, from time to time, between the hours of 8:00 a.m. and 8:00 p.m., with reasonable notice to the Tenant, enter in and upon the Property to render services and make adjustments in connection therewith, customary or necessary in the construction, remodeling, or in the maintenance of the Property and for all other proper purposes.
9. **Alterations.** The Tenant will not remodel or make any structural changes, alterations, additions or decorations to the Property; will not paper, paint or decorate (provided the Tenant may repaint the Property as long as the colour of the paint is the same as the present colour of the walls and ceilings within the Property); nor install, attach, remove or exchange appliances or equipment, nor change the existing locks of the Property, without the prior consent of the Landlord.
10. **Use.** The Property shall be used as a residential dwelling to be occupied by the Tenant and for no other purpose. The Tenant acknowledges and agrees with the Landlord that, in accordance with the Declaration, neither he nor any member of his household shall keep, shelter or permit entry into the Property of any animal, livestock or fowl.

11. **Assignment Or Subletting.** The Tenant agrees not to assign this Agreement or sublet the Property or any portion thereof, or transfer possession or occupancy thereof to any other person or persons whomsoever without the prior written consent of the Landlord.
12. **Insurance.** The Tenant will do nothing and permit nothing to be done within the Property and the common elements, which will contravene any fire or other insurance policy covering the same. The Landlord agrees to maintain, in addition to the building insurance maintained by the Condominium Corporation, as the case may be, separate and additional insurance coverage on any appliances, upgrades and improvements and household effects, during the term of this Agreement. The Tenant is responsible for insuring his own contents.
13. **Tenant's Default.** Upon:
  - (a) continuing violation by the Tenant of any of his covenants herein;
  - (b) failure of the Tenant to pay the rent when due and payable; or
  - (c) should the Tenant continue to occupy the unit in contravention of the declaration, by-laws or rules of the Condominium Corporation;

then and in any such events, as the option of the Landlord, this Agreement shall forthwith cease and determine and the Landlord may thereupon proceed to recover possession of the unit in accordance with the provisions of the law regulating proceedings in cases between landlords and tenants, and when such possession is obtained, the Landlord may, at his option, re-lease the Property at the risk and cost of the defaulting Tenant, whose default in no instance shall release him of the liability for the difference between the rent herein reserved and the rent actually received by the Landlord during the term of this Agreement remaining after such default occurs. The Tenant further agrees with the Landlord that, in case the Property shall be abandoned or vacated, the Landlord, in addition to all other rights hereby reserved in this Agreement and at law, shall have the right to enter and re-let the Property as agent of the Tenant, and to receive and apply the rent therefor. Provided that, if the rent hereunder is overdue and Property is vacant, it shall be presumed that the Tenant has vacated or abandoned the Property and the Landlord shall be entitled to take immediate possession thereof.

14. **Landlord's Covenants.** The Landlord covenants with the Tenant for quiet enjoyment of the Property and agrees to pay all taxes and assessments whatsoever whether municipal, parliamentary or otherwise, and including common expenses which during the said term may be charged upon the Property or upon the Landlord in respect thereof. It is understood and agreed that the Tenant shall directly pay for all telephone charges and any additional cable television outlets for cable television services not expressly provided for by the Condominium Corporation in the declaration.
15. **Surrender of the Unit.** The Tenant will, upon termination of this Agreement (including any extension or renewal thereof) surrender the Property and all fixtures and appliances hereinbefore described in good, clean and operating condition, and in the same condition as when received, reasonable wear and tear excepted. The Tenant shall at the time of vacating the Property, clean the Property, including without limitation the stove, refrigerator and dishwasher, and remove all trash from the Property. Upon vacating the Property, the Tenant shall deliver all keys to the Property, to the entrance to the building, all mail keys and parking cards to the Landlord within twenty-four (24) hours after vacating.
16. **Overholding Tenant.** If the Tenant shall remain in possession of the Property at the expiration of the lease term, he shall be deemed to be a monthly tenant of the Landlord, and either party shall give to the other the minimum notice required of such party's intention to terminate this Tenancy during any extension, renewal or holdover period in accordance with the *Landlord and Tenant Act*.

17. **Substantial Damage.** If the Property shall be damaged or destroyed by reason of fire or other casualty not resulting from the negligence of the Tenant or the Tenant's family, guest, visitors, licensees, employees or agents, and as a result thereof shall be uninhabitable, the rent provided herein shall be suspended until the Property shall have been restored to a habitable condition; provided, however, in the event the Landlord or the Condominium Corporation does not or cannot repair the Property within sixty (60) days, in the case of the Landlord, from the date of occurrence of substantial damage to the unit or in the case of the Condominium Corporation, within sixty (60) days after the Board has made a determination that there has been substantial damage to the building in accordance with Section 42 of the Condominium Act, this Tenancy shall thereupon terminate and neither party shall have any further liability to the other. If, however, such damage or destruction does not render the Property uninhabitable and there has not been substantial damage to the building in accordance with Section 42 of the *Condominium Act*, the Landlord shall promptly undertake to repair the Property within sixty (60) days, in which event, this Tenancy shall remain in effect without any abatement of rent. In any event, the Landlord shall not be liable to the Tenant for failure to repair the Property caused by actions not within the Landlord's control, such as the actions of the Condominium Corporation, its Board of Directors and managing agent or governmental or other authorities.
18. **Waiver.** No waiver by the Landlord of one breach of any covenant or agreement herein contained shall be construed to be a waiver of the covenant or agreement itself, or the subsequent breach thereof. Acceptance of the rental or acquiescence in default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.
19. **Notice.** Any notice provided for or permitted by this Agreement to be given by one party to the other may be given sufficiently and for all purposes in writing, mailed by ordinary prepaid post, addressed to the party to be notified at such party's address as set forth herein, or the last address designated by such party in writing to the other, or delivered personally to the Landlord or Tenant, as the case may be, and shall be deemed to conclusively to have been given on the date of such mailing or personal delivery.

**Landlord's Address:** \_\_\_\_\_ Kitchener, ON

**Tenant's Address:** \_\_\_\_\_ Kitchener, ON

20. **Miscellaneous.** The conditions and agreements contained herein to be performed by the respective parties are binding upon, and may be legally enforced by, the parties, their heirs, executors, administrators successors and assigns, respectively. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Agreement embodies the entire agreement and understanding between the parties, supersedes all prior negotiations, agreements and understandings, and neither the Landlord or the Tenant nor their agents shall be bound by any terms, conditions, statements, warranties, or representatives, oral or written, not herein contained. Any provision of this Agreement may be modified, waived or discharged only by instrument in writing signed by the party against which enforcement of such modification, waiver or discharge is sought. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision.
22. Schedule "A" is an integral part of this Lease. The Tenant and Guarantor, having read all paragraphs and having received a copy of this lease agree to be bound by each section.
23. **Receipt of Tenancy Agreement.** The Tenant hereby acknowledges receiving a copy of the herein agreement on the date above written.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be duly executed on the date first written above.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Witness

\_\_\_\_\_ - Landlord

## Schedule "A"

### Rules and Regulations

1. **Moving of Furniture.** 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. No heavy furniture or other objects shall be moved over the floors of the rooms, halls, landings or stairs so as to mark them.
2. **Walls.** The tenant shall not paint, paper or decorate any part of the premises without first obtaining the consent of the Landlord. Spikes, hooks, nails or screws shall not be inserted in the walls or floors or woodwork of the premises.
3. **Windows and doors.** All glass, locks, and trimmings upon the doors and windows of the premises shall be kept whole, and damaged part thereof immediately replaced or repaired to the satisfaction of the landlord or his agent. Windows shall not be allowed to remain open so as to admit rain or snow or cause injury to the property of other tenants or to the property of the landlord. Tenants neglecting this rule are to be held responsible for any resulting damage.
4. **Locks.** Additional locks or bolts shall not be placed upon any door of the premises, and the present locks shall not be altered, without the written consent of the landlord, which shall be endorsed upon the lease.
5. **Aerials.** A telephone, radio, or television aerial shall not be erected, installed or attached to the building by the tenant.
6. **Interference from appliances.** 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.
7. **Noise.** Noise of any kind which in the opinion of the landlord may be calculated to disturb the comfort of any other occupant of the building shall not be made by a tenant, nor shall any noise whatsoever including the playing of any musical instrument be repeated or persisted in after requests to discontinue such noise has been given by the landlord. Pianos, organs, violins, and other musical instruments shall not be permitted to be played by the tenant in the premises after eleven o'clock p.m.
8. **Fire risks.** The tenant shall not do or permit anything to be done in the premises, or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance premium on the building, or on property therein, or which shall obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fires or the regulations of the fire department or with any insurance policy upon the building, or conflict with any of the rules and ordinances by the Board of Health or with any statute or municipal by-laws. **NO OPEN FLAMES OF ANY KIND INCLUDING CANDLES.**
9. **Entry, passageways and halls.** The entry, passageways, halls and stairways used in common by the tenants shall not be obstructed by any of the tenants or used by them for any purpose save for ingress to and egress from their premises. Tenants shall not place or allow to be placed in the common halls or passageways of the building any rubbers, boots, or umbrellas.
10. **Storage space.** If storage space is provided by the landlord for the use of the tenant, the landlord shall be under no liability for loss, damage, or theft of any of the tenant's goods or chattels stored in the building.
11. **Notices.** Signs, advertisements or notices shall not be inscribed, painted or affixed on any part of the outside of the building, or on the inside of the building.
12. **Parking.** The tenant shall not park his car in any unauthorized area. Any tenant parking his car in an unauthorized area may be charged with the cost of towing it away.
13. **Keys.** We will replace lost keys to the Rented Premises for a charge of **\$25.00** which is due immediately.
14. **Overdue rent.** The resident agrees to pay interest on all overdue rent at a rate of 22% per annum (minimum charge \$10.00) from the date it is due to the date it is paid in full. If your bank for any reason returns a rent payment cheque, an administrative fee of **\$50.00** is immediately due together with the above noted late payment charges. Replacement cheque must be either certified cheque or money order.
15. **Water damage.** Be liable for any damage done by reason of water being left running from the taps in the Rented Premises.
16. **Insurance.** Be responsible for insuring your personal property.
17. **Vacating premises.** Vacate the premises peacefully and immediately when the lease is terminated in any manner.
18. **Clean conditions.** At the termination of this lease, deliver the Rented Premises and all property belonging to us in good, clean and habitable order and condition as when you took occupancy of the Rented Premises.
19. **Keys.** Return all sets of keys for the Rented Premises when this lease is terminated.
20. **Maintenance.** At you expense, maintain the paint, carpets and floors within the rented premises, replace light bulbs, and maintain the Rented Premises in a clean and habitable order and condition. Failure to comply may result in termination of the contract and any expenses incurred will be immediately payable by the Tenant.
21. **Phones.** That you will provide us the telephone numbers of the rented premises and promptly notify us of any change for the purposes of scheduling appointments and repairs.