

RESIDENTIAL LEASE AGREEMENT

MADE in duplicate this ____ day of _____, _____.

BY AND BETWEEN:

[NAME OF LANDLORD]
[address]
(the "Landlord")

- and -

[NAME(S) OF TENANT(S)]
[address]
(the "Tenant")

Section I – Lease Particulars

1. Leased Premises

In consideration of the rents, covenants and obligations stipulated herein, the Landlord and the Tenant have agreed to enter into a lease (the "Lease") of the premises located at _____ [street address of premises] in the City/Town of [city/town], Municipality of [municipality], Province of Ontario, being composed of a [house/apartment/condominium/townhouse/etc] (hereinafter referred to as "the Leased Premises").

2. Term

TO HAVE AND TO HOLD the Leased Premises for and during the term of _____ (____) year(s) beginning the first day of _____, _____ and ending the ____ day of _____, _____.

3. Rent & Other Charges

YIELDING AND PAYING therefor during the said term hereby granted to the Landlord due on the first day of each and every month without any deduction, defalcation or abatement whatsoever payable as follows:

the sum of _____ [Monthly Lease Amount in words] Dollars (\$###.##) per month.

The Landlord acknowledges receipt from the Tenant of the sum of \$###.## for the first month's rent and deposit for the last month's rent of the tenancy. The Tenant agrees to pay a service charge of \$##.## for any rent cheque which is dishonored by the bank for whatever reason.

4. Acceptance of Premises

The Tenant acknowledges that he/she has inspected the Leased Premises, is satisfied with it and agrees to take the Leased Premises in an "as is condition". The Tenant acknowledges and agrees that the Leased Premises are in a good state of repair. The Landlord warrants that all appliances are in good working order as at the commencement of the term of the Lease.

5. Landlord's Failure to Deliver Possession

If for any reason, the Landlord is unable to deliver vacant possession of the Leased Premises to the Tenant on the date the Tenant is entitled to have possession, the Landlord shall not be subject to any liability for failure to deliver possession, and shall deliver possession as soon as it is possible to do so. Rent shall not be charged until the Landlord has delivered vacant possession to the Tenant.

6. Keys & Locks

The Tenant shall be furnished with _____ [list keys, garage door opener (if any)] to the Leased Premises and shall return all such keys to the Landlord when vacating the Leased Premises. The Tenant shall be

responsible for all rekeying / replacement costs for keys that are not returned to the Landlord. The Tenant may request locks to be changed at the time of taking possession, or at any other time for a re-keying fee of \$##.## per lock. The Tenant agrees to not change any lock or install any additional lock, burglar alarm or other security device without the written consent of the Landlord. The Tenant agrees that any locks or security devices installed by Tenant shall become the property of Landlord upon the expiration of this Lease.

7. Occupants

Persons listed in this paragraph are Occupants and not Tenants. Their occupancy rights end with the termination of the tenancy. The Tenant shall use and occupy the Leased Premises as a private residence only, for occupation by the Tenant and the following persons:

Name

Relationship to Tenant

[List all occupants under the age of 16, other than the person(s) signing the Lease. If none, state NONE.]

Section II – Tenant’s Obligations

8. Tenant’s Covenants

The Tenant covenants with the Landlord as follows:

- (a) to pay the rent when due;
- (b) *if tenant is paying for utilities:* to pay all charges for heating, hydro, water, telephone and cable television and the Tenant shall open the said utility accounts in the Tenant’s name on [date];
- (c) *if tenant is paying for utilities:* to keep all utility services active at all times during the term hereof;
- (d) to maintain the Leased Premises in a clean and orderly condition;
- (e) to notify the Landlord immediately of the presence of household pests in the Leased Premises;
- (f) to insure the contents against loss by fire, theft, liability or similar perils and to deliver proof of said insurance to the Landlord, upon request;
- (g) to use due diligence and care to maintain the chattels, appliances and fixtures;
- (h) to notify the Landlord immediately of any items in the Leased Premises in need of repair;
- (i) to respect the rights, privileges and interests of other tenants and neighbours;
- (j) to leave the Leased Premises in the same condition as it was in at the beginning of the term, other than normal wear and tear. Any and all damage, other than normal wear and tear will be repaired by the Landlord at the expense of the Tenant.