

# LEASE AGREEMENT

This lease agreement is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and made pursuant to the provisions of the *Residential Tenancies Act S.O. 2006* and its amendments.

Between:

**Varsity Properties**  
a division of *AJK Ventures Inc.*

Hereinafter referred to as “Varsity Properties”

and

\_\_\_\_\_  
\_\_\_\_\_

Hereinafter jointly and severally referred to as “Resident(s)”

**1. Premises**

Varsity Properties hereby agrees to Lease to the Resident the interior of the property known municipally as \_\_\_\_\_, Kingston, Ontario (Hereinafter the “Premises”). Varsity Properties shall provide a right of access over all outside yard areas, driveway areas, common hallways and common spaces, however the Resident shall not have right to occupy or use these areas for any extended period of time for any purpose.

**2. Term**

The Resident shall occupy the Premises, subject to the present Resident vacating the Premises, for a term of beginning at 12:00 p.m. on the first day of May, 20\_\_ and ending at 11:59 a.m. on the last day of April, 20\_\_. Unless this lease has been renewed for a further fixed term, or canceled in writing, it shall continue as a month to month tenancy under the same terms and conditions as otherwise specified. *R.T.A. S. 13, 37- 46*

**3. Rent**

The Resident agrees to pay Varsity Properties rent in exchange for the use of the Premises, a sum of \_\_\_\_\_ and \_\_\_\_ /100 Dollars (\$ \_\_\_\_\_ ) per month, payable in advance on the 1st day of each and every month during the term.

**4. Utilities, Appliances & Services**

The parties agree the rental rate shall include (✓) and exclude (✗) the following items and services:

<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Gas/Oil Heating	<input checked="" type="checkbox"/> Annual Window Cleaning
<input checked="" type="checkbox"/> Stove/Oven	<input type="checkbox"/> Electricity	<input checked="" type="checkbox"/> Yard Maintenance
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Water + Hot Water Tank Rent	<input checked="" type="checkbox"/> Walkway Snow Shoveling
<input type="checkbox"/> Microwave	<input type="checkbox"/> Sewer	<input checked="" type="checkbox"/> Municipal Property Taxes
<input type="checkbox"/> Laundry Washer & Dryer	<input type="checkbox"/> Basic Internet Access	<input type="checkbox"/> Wireless Network Router
<input type="checkbox"/> Housekeeping Service	<input type="checkbox"/> Basic Cable TV Service	<input type="checkbox"/> Basic Networking Support
Parking at _____ for ____ (#) vehicle(s) for an additional \$ ____ .00 per month.		

If utilities are excluded proof of assuming the existing utilities account in the form of an account number or confirmation email from the utilities provider must be delivered to Varsity as a condition of occupancy, and **OCCUPANCY SHALL NOT BE GRANTED UNTIL PROOF OF ASUMPTION OF UTILITIES IS RECEIVED.** If water is excluded the tenant agrees to be responsible for hot water tank rental fees. If utilities are included in the rent there may be a requirement for the utility provider or their representative to access the suite from time to time without notice during regular business hours for utility meter readings and the resident hereby consents to such access. If internet or phone service is included Varsity shall provide best efforts to maintain 24 hours service, however Varsity shall not be responsible or liable in any way for any service interruptions. Housekeeping service shall be provided every second week from September to April and every fourth week from May to August.

## 5. Security Deposit + First Month's Rent

Upon execution of this Lease Agreement a security deposit equal to final month's rent shall become due and payable by the Resident. The first month's rent is also due at the time of execution as a condition of granting a lease. These amounts shall be held by Varsity Properties and applied towards the first and final month's rent. The deposit shall accrue interest, during the term of the lease and any future lease terms according to the provincially mandated rate. Interest shall be paid on the security deposit upon lease termination date, less any accrued fees, damages or penalties, *R.T.A. S. 105, 106*. Should the monthly rent be legally increased during the tenancy, the Resident agrees to provide Varsity Properties an amount equivalent to the increase in rent as a deposit increase. It shall earn the Resident the prescribed rate of interest.

## 6. Payment of Rent

Varsity Properties is unable to accept cash rent payments. The Resident shall complete a Pre-Authorized Debit agreement and provide a void cheque to facilitate automatic monthly rent payments. Monthly rent collection shall be withdrawn on the 1st of each month. If the rent is paid by anyone other than the Resident(s) named in this Lease, it shall be deemed to have been paid on behalf of the Resident(s). The interest on overdue accounts shall accrue at the prevailing rate as set out by the current provincial legislation. If the Resident's bank is unable to process a rent payment due to non-sufficient funds a charge of forty dollars (\$40.00) will be charged for to the Resident's account to defray Varsity Properties' costs and time for reprocessing, and not as rent.

## 7. Assigning & Subletting

The Resident may assign or sublet the premise upon receiving written approval from Varsity Properties, approval shall not be unreasonably denied. The Resident shall instruct the Sub-Tenant to submit a completed Sub-Lease Application to Varsity Properties on behalf of each Sub-Tenant applicant. The Resident shall pay a sub-lease application fee of Twenty Five Dollars (\$25.00) per sublet applicant to defray the cost of processing the application. Upon approval of the sublet Varsity Properties shall prepare and send a Sub-Lease Agreement for execution by all parties. The sub-lease application and application fee must be submitted to Varsity a minimum of seven (7) days prior to the first day of the proposed assignment or sublet. The Resident agrees to pay an express processing service fee of Fifty Dollars (\$50.00) per Sub-Tenant applicant if all applications are received less than Seven (7) days prior to the start of the sub-tenancy. If the Resident fails to disclose a sub-lease or grants a sub-tenant occupancy without prior written consent of Varsity the Resident shall be liable to pay on demand a breach of agreement fee of Five Hundred Dollars (\$500) per Sub-Tenant applicant. This tenancy agreement holds the Resident(s) Joint and Several, meaning that each Resident is fully responsible for the actions of all the other Residents, their guests, and for all the rent. In the event that the rental unit is shared by several Residents, the sublet agreement must be signed by all the Residents or no changes can be allowed. A sublet shall not extend beyond the last day of term of this tenancy agreement. *R.T.A. S. 97 (5)*

## 8. Status of Resident

Anyone who may reside in the Premises from time to time as a guest or invitee of the Tenant shall not be a Resident and is not entitled to any form of notice required by this Lease or the Residential Tenancies Act, unless written permission is granted by Varsity Properties and such person is added to the Lease. *R.T.A S. 95 – 106*

## 9. Use of Premises

The Resident agrees to use the Premises for no other purpose than as a residential dwelling for the Resident only and to exercise cleanliness and care in the use of the Premises, amenities supplied and surrounding lands, to abide by the covenants, rules, regulations and schedules which form part of this agreement and all reasonable additions thereto; to cooperate with Varsity Properties staff in administering the rules and regulations and generally to refrain from doing anything injurious to the reputation of the Premises or Varsity Properties or its employees or disturbing to other Residents or neighbors or anything that which would significantly increase the cost of maintenance or operation of the Premises or increase the insurance or the taxes thereon, or which may be in breach or violation of any By-law of the Municipality, or order or regulation of any Government authority. In the event that more than one Resident has signed on as a Resident to this lease both Varsity Properties and the Resident(s) hereby agree that the Premises shall not be defined as a Boarding House under any legal action or for any insurance purposes.

## 10. Resident's Right to Privacy

Varsity Properties may enter the rented Premises in accordance **with written notice** given to the Resident at least 24 hours before the time of entry for the following reasons:

- (a) investigate apparent abandonment of the Premises;
- (b) to do building and equipment inspections, maintenance and repairs;

- (c) smoke detector, and fire safety inspection and maintenance;
- (d) investigate alleged breaches of this lease, or the Landlord and Tenant Act or its successors;
- (e) inspections prior to Resident move-out;
- (f) to market the property for sale;
- (g) allow potential purchasers, building inspectors, insurance adjusters/inspectors, property inspectors, mortgage brokers/agents to inspect the unit.

At all other times, during the Term of this agreement, Varsity Properties will exercise the right to enter the Premises between 8:00 a.m. and 8:00 p.m. **without written notice** only:

- (h) after written lease termination notice given by either party;
- (i) after Lease Termination Agreement is executed by all parties;
- (j) to provide housekeeping services;
- (k) in case or cases of emergency repairs;
- (l) with written consent of the Resident;
- (m) upon the verbal request of the Resident.

*R.T.A. S. 25, 26, 27, 28*

### **11. Condition of Premises**

The Resident shall examine the premises and unless the Resident furnishes Varsity Properties within seven (7) days of commencement date, a notice in writing specifying any defect in the condition of the Premises or otherwise, then the Resident shall conclusively be deemed to have examined the premises and to have found them in good order. The Resident agrees that there was no promise, representation or understanding by or on the part of Varsity Properties with respect to any alteration, remodeling or decoration of, or installation of fixtures in the premises, except such, if any as is expressly set forth in this Lease.

### **12. Damages**

The Resident agrees to be responsible for all damages whatsoever caused by his willful or negligent conduct or that of persons or pets permitted or caused to be on the premises by him, and for all damages resulting from his failure to notify Varsity Properties promptly of any defect or damage within the rented premises. *R.T.A. S. 34, 89*

### **13. Repair, Maintenance and Alterations**

The Resident agrees that Varsity Properties is not obligated to correct minor or non-functional defects, surface blemishes or to redecorate during the term of the Lease Agreement and the Resident agrees that all requests for repairs shall be made to Varsity Properties at **Service@VarsityProperties.com**. The Resident will not make any structural or superficial changes to, alterations in or on the Premises without obtaining written approval from Varsity Properties; such approval may be unreasonably denied. Upon receipt of repair request Varsity Properties reserves the right for its staff and sub-contractors to enter the Premises without notice between the hours of 8:00 a.m. and 8:00 p.m. until repairs have been completed to the Resident's satisfaction. The Resident agrees to maintain electric light fixtures including light bulbs, all appliances, and blinds, drapes and curtains in a clean condition and to repair at the Resident's own expense any damage caused thereto by the Resident's willful or negligent conduct or that of any persons permitted in or on the Premises by the Resident.

### **14. Drapes & Blinds**

The Resident will not tamper with nor attempt to replace the supplied window blinds or drapes and shall not put up any other shades, blinds or awnings without first obtaining the written consent of Varsity Properties.

### **15. Walls & Painting**

The Resident agrees that walls are to be treated with care. Pictures are to be hung using small finishing nails only. No screws and no shelves or heavy objects are to be hung from the walls or ceilings without the written consent of Varsity Properties. The entire wall may be repaired by Varsity Properties at the Resident's expense if in the opinion of Varsity Properties there is significant damage made to the walls or if screws, anchor holes, decals, adhesive anchors or wall paper is left by the Resident. **ABSOLUTELY NO PAINTING OF WALLS, CEILINGS OR FLOORS IS PERMITTED BY THE RESIDENT WITHIN THE PREMISES. FAILURE TO COMPLY WILL RESULT IN THE PREMISES BEING REPAINTED BY VARSITY PROPERTIES AT THE RESIDENT'S EXPENSE PLUS A \$250.00 ADMINISTRATION FEE.**

### **16. Locks & Keys**

Neither Varsity Properties, nor the Resident, shall, without first obtaining the written consent of the other, alter or cause to be altered the lock on any entry door to the Premises, or affix a security latch upon any entry door to the Premises provided. The Resident, upon termination of this Tenancy Agreement, will deliver to Varsity Properties

all keys supplied by Varsity Properties. Failure to return all copies of provided keys shall result in a charge of thirty dollars (\$30.00) per key being deducted from the Resident's Deposit or invoiced to the Resident for payment. Any replacement keys requested by the Resident during the Term will be provided by Varsity Properties at a cost of thirty dollars (\$30.00) per key. Any requested re-keying of locks by the Resident shall be provided by Varsity Properties at a cost of fifty dollars (\$50.00) per lock, plus twenty five dollars (\$25.00) per requested duplicate key. It shall not be the responsibility of Varsity Properties to admit Residents who have locked themselves out of the premises. Door unlock service is available from Varsity Properties during office hours upon payment of a twenty five dollar (\$25.00) service fee, and an after hours upon payment of a forty dollar (\$40.00) service fee.

#### **17. Doors and Doorframes**

Any damage to doors or doorframes will result in a two hundred fifty dollars (\$250.00) repair charge deducted from the Resident's Deposit or invoiced to the Resident. No spikes, hooks, screws or nails shall be put into walls, doorways or any woodwork of the Premises, nor shall anything be done which may deface or discolour the walls, trim, woodwork or doorways.

#### **18. Taxes**

Varsity Properties shall pay all real property taxes with respect to the Premises which may be assessed.

#### **19. Heat Inspection**

The Resident agrees that in the event they are to be away from the Premises for more than 48 hours during the heating season, they will notify Varsity Properties and/or have someone else inspect the property to protect it from freezing, or they could be liable for the resulting damages from freezing. *R.T.A. S 34.* Furthermore, the Resident agrees to heat the Premises with the necessary heat at all times in such a manner as to prevent damage to the Premises.

#### **20. Rent Increase for Additional Housekeeping Service Due to Presence of Pets**

The Resident has indicated that at the commencement of the tenancy no animals shall be kept as pets in or about the property including, but not limited to dogs, cats, reptiles, hamsters, fish, or birds of any kind. If in the event the Resident allows pets to occupy the premises, Varsity and the Resident hereby agree to subsequently increase the monthly rent by the then current rental guideline percentage plus Three Percent (3%) per month per pet for as long as the pet(s) occupy the premises. In exchange for this rent increase Varsity shall provide one (1) additional housekeeping visit per month, during such visits normal housekeeping duties shall be performed. *R.T.A. c. 17, s. 121 (1)*

#### **21. Garbage & Recycling**

The Resident agrees to properly dispose of all bottles, cans, cardboard, organic waste and garbage (herein after "Garbage & Recycling Materials") a weekly basis, or biweekly as provided by the city, and to not permit the accumulation of Garbage & Recycling Materials within the premises for a period greater than two (2) weeks. As the accumulation of Garbage and Recycling Materials often attracts pests and vermin, any request made by the Tenant for removal or trapping of pests or vermin must be preceded by the tenant properly disposing of all garbage stored in and around the Premises.

#### **22. Resident Cleanliness**

The Resident Agrees to clean floors, fixtures, appliances, carpeting, drapes, etc. where installed, and generally all cleanable surface in the premises sufficiently often to prevent abnormal wear or deterioration during the tenancy. Garbage shall be stored in a manner that shall prevent unsanitary conditions and not attract vermin. *R.T.A. S.33.* The Resident specifically agrees not to collect or allow empty bottles to accumulate within or around the premise. Residents are specifically prohibited from displaying empty bottles. All empty bottles not found stored inside a proper recycling bin shall be removed from the Premises by Varsity without notice. The Resident agrees to return the Premises at the end of the Term in a condition of cleanliness and repair suitable for immediate re-rental.

#### **23. Move out**

It is specifically agreed and understood by the Resident that all chattels, including but not limited to furniture, clothes, clothes hangers, boxes, refuse, or any other items of any kind whatsoever shall be removed by the Resident from the Premises at the end of the Term of this Lease Agreement. Failing which, Varsity Properties shall invoice the cost of chattel removal, cleaning and/or repair as well as any consequential rental loss Varsity Properties may sustain because of such cleaning and/or repairs.

#### **24. Odors**

The Tenant(s) shall be responsible for the costs of cleaning all or part of a unit to eliminate odors from smoking, cooking, pets, but not limited to such including the cost of replacing carpets where there is a persistent and objectionable odor in the Landlords sole opinion. *R.T.A. S. 33.*

#### **25. Smoking**

Smoking is specifically prohibited in all areas of the Premises, common areas, hallways, stair wells, roof tops and within 10 feet of the building entrances. A fine of one hundred dollars (\$100.00) per occurrence shall be due to Varsity Properties in the event the Resident violates these rules. Continued violation of smoking rules will lead to eviction.

#### **26. Drains**

The Resident agrees that no sweepings garbage, refuse, sanitary napkins, tampons or disposable diapers will be flushed down the toilet or be allowed to enter the drainage system.

#### **27. Broken Windows**

The Resident shall immediately notify Varsity Properties of any broken window(s) and/or screen(s). All costs for repair of broken windows or screens shall be billed to the Resident.

#### **28. Smoke Detectors**

Varsity Properties shall ensure that there are functional smoke detectors installed in the Premises at the time the Resident takes possession of the unit. A Resident who disables a smoke detector is subject to a two hundred dollars (\$200.00) fine from the City of Kingston Fire Department under the Ontario Fire Code, Article 6.3.3.4.

#### **29. Over Holding**

In the event that the Resident or Sub-Resident, by failure to abide by the covenants, rules, and regulations herein contained, effectively denies Varsity Properties the ability to re-rent the Premises by providing vacant possession immediately on expiry of the Lease Term of this agreement, then the Resident shall in addition to being liable to Varsity Properties for compensation for the use and occupation of the Premises after the expiry of the Lease Agreement, shall indemnify Varsity Properties for all losses, costs, damages and expenses, including legal expenses for which Varsity Properties shall be liable or shall suffer or sustain as a result of the failure of the Resident to vacate the Premises upon the expiry of the Lease Agreement. *R. T. A. S. 86, 101*

#### **30. Abandonment of Premises**

If the rent is late and unpaid, and if it appears to Varsity Properties that the Resident has vacated or abandoned the Premises, Varsity Properties may enter the Premises and re-rent the Premises, in addition to all other rights reserved to Varsity Properties. The Premises shall be deemed to have been vacated or abandoned if for example, an inspection reveals the Premises to be substantially barren of the Resident's furnishings and/or effects. The aforementioned does not exclude that there may be other criteria and circumstances under which the Premises may be deemed to be vacated or abandoned. For breach of this agreement by abandonment, the Resident agrees to pay Varsity Properties any expenses incurred by Varsity Properties for commissions, advertising, administration costs, storage fees and all costs of repairs and cleaning in addition to any arrears of rent and damages, including but not limited to the cost of an application to the Rental Housing Tribunal to determine such issues in the course of obtaining legal vacant possession and re-renting the Premises. In the event of abandonment of the Premises by the Resident, Varsity Properties may dispose of the Resident's property. *R.T.A. S 42, 79*

#### **31. Frustration of Contract**

Varsity Properties and the Resident mutually covenant and agree that if during the term of this agreement, the Premises shall be wholly or partly destroyed by fire or the elements (other than by the action or neglect of the Resident) such as to render the Private Premises wholly or partially unfit for occupancy, then until such damage is repaired, the rent shall abate in the proportion that the part of the said Premises unfit for occupancy bears of the whole Premises on a pro-rated rate. Varsity Properties shall repair same with all reasonable speed. The notice of Varsity Properties shall fix conclusively the date on which full rent shall re-commence. Varsity Properties shall repair or cause the Rented Premises to be repaired with all reasonable speed, subject to availability of tradesmen and materials and subject also to matters over which Varsity Properties has no control.

#### **32. Rules and Regulations**

The Resident agrees to pay related service fees for requested services, and to comply with each of the rules and regulations attached hereto as Schedule 'A', as may from time to time be amended, modified or added to upon

written notice to the Resident by Varsity Properties. Said rules and regulations shall be read as forming part of the terms and conditions of this Agreement, as if the same were embodied herein.

### **33. Liability & Resident's Insurance Coverage**

**EACH RESIDENT SHALL CARRY ADEQUATE PERSONAL LIABILITY AND PROPERTY INSURANCE. DELIVERY OF WRITTEN PROOF OF COVERAGE IS A CONDITION OF OCCUPANCY. OCCUPANCY SHALL BE DENIED IF WRITTEN PROOF OF PERSONAL LIABILITY AND PROPERTY INSURANCE NAMING THE ADDRESS OF THE PREMISES IS REQUIRED FOR OCCUPANCY TO BE GRANTED.**

THE RESIDENT COVENANTS AND AGREES not to seek claim from Varsity Properties for loss, injury, death or damage to persons or property resulting from such being on, in or about the Premises or the land and building of which the Premises form a part whether caused by fire, smoke, theft, burglary, conditions due to weather such as ice on the grounds, or building for any cause whatsoever and in particular but not without limiting the generality of the foregoing Varsity Properties shall not be liable for and such loss, injury or damage to property, including automobiles and contents, while on or about the rented premises of Varsity Properties caused by steam, water, rain or snow which may leak into, flow from any part of the premises from any pipe or other place or from any damage caused by or attributable to the condition or arrangement of any electrical wiring connection or fixture or for any damage caused by anything done or omitted to be done by any Resident or Varsity Properties. This exculpation of Varsity Properties from liability extends to and includes all damages, direct, indirect or consequential, damages for personal discomfort, illness or inconvenience, and any death, injury or damage to property or other loss resulting from any cause, including without limitation, fire, explosion, falling plaster, falling ceiling tile, falling ceiling fixtures and diffuser coverings, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Building, including pipes, sprinklers, appliances, plumbing works, roofs, windows or the sub-surface of any floor or ceiling of the Rented Premises or the land and building of which the Premises form a part or from any adjoining lands. The intent of this paragraph is that the Resident is to look solely to its insurers to satisfy any claim which may arise on account of death, injury, loss or damage, irrespective of its cause, except for death, injury, loss or damage due to the negligence of Varsity Properties or of those for whom it is in law responsible.

### **34. Breach of Covenant**

In the event of a breach of any covenants herein, save the covenant to pay rent, the other party shall be required to give written notice to the party in breach of such covenant within thirty (30) days of the date of such breach or, if such breach is a continuing breach, within thirty days of the date of the first commission of such breach. The said notice shall specify the breach and afford the offending party a reasonable period of time to remedy such breach. If such breach is so remedied, there shall be no further liability therefore.

### **35. All Representations in Writing**

The Resident agrees that there was no promise, representation or undertaking by or on the part of Varsity Properties with respect to any alteration, remodeling or decoration of, or installation of fixtures in the Premises that induced the Resident to enter in to this agreement.

### **36. Rent Receipts**

The Resident may request a rent receipt by sending an email to [Receipts@VarsityProperties.com](mailto:Receipts@VarsityProperties.com) The receipt shall be attached by return email in PDF format.

### **37. Conditions of Occupancy**

Varsity shall deny occupancy to the premises until Varsity has received each the following items:

Document 1 - Written proof of damage and liability insurance;

Document 2 - Written proof of new utilities account setup (if utilities are excluded from the rent);

In the event that any of these documents have not been received by Varsity on or before the commencement date Varsity shall provide occupancy upon payment of a supplemental deposit of One Thousand Five Hundred Dollars (\$1,500) in lieu of each required document. The deposit shall be held by Varsity without interest until such time as each document can be provided. If after ninety (90) days any of above documents has not been delivered to varsity the supplemental deposit shall become non-refundable to the Resident and shall be kept by Varsity as a risk mitigation fee.

### **38. Miscellaneous**

If any term, covenant or condition of this Agreement or the application to any person or circumstance is to any extent held or rendered invalid, unenforceable or illegal, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those with respect to which it is held

invalid, unenforceable or illegal is not affected thereby and continues to be applicable to the fullest extent permitted by law. This Agreement, upon acceptance, shall constitute a binding contract between the parties and the Resident agrees that there have been no representations, warranties, terms or conditions other than as herein set forth in writing and as agreed to by the parties.

Appendix "A", schedule(s) "A" and "B" attached hereto shall form part of this Agreement.

**39. Notices**

Any notice, statement or payment may be served or made by mailing the same by registered post, postage prepaid, in the properly addressed and sealed envelope addressed as follows:

To Varsity Properties:  
**Varsity Properties**  
335 Barrie Street,  
Kingston, ON K7K 3S9

To the Resident:  
**At the Rented Premises**

This Lease Agreement shall be binding upon and shall ensure to the benefit of the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

The provisions hereof shall be read with all grammatical gender changes necessary, and all covenants contained herein shall be deemed to be joint and several.

N WITNESS WHEREOF the Resident hereto executes this Lease. SIGNED, SEALED AND DELIVERED

X.....  
**Witness**  
**Name:** \_\_\_\_\_

X.....  
**Resident**  
**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

X.....  
**Witness**  
**Name:** \_\_\_\_\_

X.....  
**Resident**  
**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

IN WITNESS WHEREOF Varsity Properties hereto executes this Lease. SIGNED, SEALED AND DELIVERED

**Varsity Properties, a division of AJK Ventures Inc.**

PER:.....  
*(I have the authority to bind the corporation.)*

**Print**  
**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Resident Receipt of Lease Agreement**

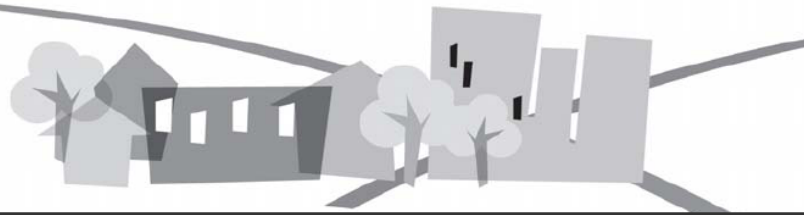
I hereby acknowledge receiving a duplicate copy of the herein lease this ..... day of ....., 20....

X.....

X.....



Landlord  
and  
Tenant Board



## Information for New Tenants

*Landlords must provide this information to new tenants on or before the date the tenancy begins.*

**The Law**

Most residential tenancies are covered by the *Residential Tenancies Act* (the Act). This law:

- gives landlords and tenants specific rights and responsibilities,
- provides rules for increasing the rent and for evicting a tenant, and
- creates the Landlord and Tenant Board (the Board).

**The role of the Landlord and Tenant Board is to:**

- inform landlords and tenants about their rights and responsibilities under the Act, and
- resolve disputes between landlords and tenants through **mediation** or **adjudication**, or by providing information.

## Tenant Rights and Responsibilities

**You have the right to:**

- **security of tenancy** - You can continue to live in your rental unit until you give your landlord proper notice that you intend to move out, you and your landlord agree that you can move, or your landlord gives you a notice to end your tenancy for a reason allowed by the Act.

**Important:** If your landlord gives you a notice to end your tenancy, you do not have to move out. Your landlord must apply to the Board to get an order to evict you and you will have the right to go to a hearing and explain why your tenancy should not end.

- **privacy** – Your landlord can only enter your rental unit for the reasons allowed by the Act. In most cases, before entering your unit, your landlord must give you 24 hours written notice. There are some exceptions, however, such as in the case of an emergency or if you agree to allow the landlord to enter.

**You are responsible for:**

- **paying your rent** on time.
- **keeping your unit clean**, up to the standard that most people would consider ordinary or normal cleanliness.
- **repairing any damage** to the rental property caused by you or your guests – whether on purpose or by not being careful enough.

**You are not allowed to:**

- **change the locking system** on a door that gives entry to your rental unit unless you get your landlord’s permission.

This form has been approved by the Landlord and Tenant Board for the purpose of section 11 of the *Residential Tenancies Act*. Ce document renferme des renseignements importants à l’intention des nouveaux locataires et est disponible en français. Pour obtenir la version française, vous pouvez communiquer avec la Commission au 416-645-8080 ou sans frais au 1-888-332-3234.

## Landlord Rights and Responsibilities

### Your landlord has the right to:

- **collect a rent deposit** – It cannot be more than one month's rent, or if rent is paid weekly, one week's rent. This deposit must be used as the rent payment for the last month or week of your tenancy. It cannot be used for any other reason, such as to pay for damages. A landlord must pay interest on the deposit every year.
- **increase the rent** – There are special rules that limit how often your landlord can increase the rent and by how much. In most cases, a landlord can increase the rent only once a year by the guideline that is set by the Minister of Municipal Affairs and Housing. A landlord must give a tenant at least 90 days notice in writing of any rent increase and this notice must be on the proper form. **Exceptions:** New units, non-profit and public housing units, residences at schools, colleges and universities, and certain other accommodation are not covered by all the rent rules.

### Your landlord is responsible for:

- **keeping the rental property in a good state of repair** and obeying health, safety and maintenance standards.
- **providing you with a copy of your written tenancy agreement** within 21 days after the day you signed it and gave it to your landlord. If your tenancy agreement is not in writing, your landlord must give you written notice of their legal name and address within 21 days after your tenancy begins.

### Your landlord is not allowed to:

- **shut off or deliberately interfere with the supply of a vital service** (heat, electricity, fuel, gas, or hot or cold water), care service or food that your landlord must provide under your tenancy agreement. However, your landlord is allowed to shut-off services **temporarily** if this is necessary to make repairs.
- **take your personal property** if you don't pay your rent and you are still living in your rental unit.
- **lock you out of your rental unit** unless your landlord has an eviction order from the Board and the Sheriff comes to your rental unit to enforce it.
- **insist that you pay your rent by post-dated cheque or automatic debit.** These ways of paying your rent can be suggested, but you cannot be refused a rental unit or evicted for refusing to give them.

## For More Information

### Contact the Landlord and Tenant Board

This brochure provides you with some general information about the rights and responsibilities of landlords and tenants. For more detailed information about your rights and responsibilities or how to resolve a dispute with your landlord, you may:

- visit the Landlord and Tenant Board's website at [www.LTB.gov.on.ca](http://www.LTB.gov.on.ca) or the Landlord and Tenant Board office in your area.
- call the Board at (416) 645-8080 or toll-free at 1-888-332-3234. You can get information from these numbers 24 hours a day. You can talk to a Customer Service Representative, Monday to Friday, from 8:30 a.m. to 5:00 p.m.

## **SCHEDULE 'A' - RULES AND REGULATIONS**

1. No awnings, clothes lines, flower boxes or enclosures shall be placed on any exterior portion of the building or on or about the balconies, without Varsity Properties' written consent.
2. Purple, or any other coloured dye shall not be permitted in the premises, if evidence is found of such substances by Varsity the Resident agrees to pay for professional cleaning services plus an administration fee of two hundred (\$250.00) per incident.
3. No spikes, hooks, screws or nails shall be put into walls, doorways or any woodwork of the premises, nor shall anything be done which may deface or discolour the walls, woodwork or doorways.
4. No hanging or drying of clothes, and no cooking or barbecuing is allowed on balconies or porches. Barbecuing is on designated rear porches and roof top patios. No access is permitted to the roof areas, unless accessing a roof top patio during permitted hours. Fire Escapes are for emergency use only and are not to be used by the Resident or guests at any time, with the exception of moving day.
5. The Resident's Furniture and chattels shall be moved in and out of the Premises only between the hours of 8:00 a.m. and 8:00 p.m. Any damage to the Premises or grounds resulting from moving will be repaired by Varsity Properties at the Residents expense.
6. No hazardous or combustible goods, liquids or products shall be kept upon the Premises. Nothing shall be thrown or discharged from windows, doors, balconies, or passages.
7. There shall be no smoking within the Premises.
8. The sale of alcohol is strictly forbidden on or within the Premises. Further the sale of tickets for any event to be held at the premises is strictly forbidden where alcohol is available for free distribution to guests.
9. No noise of any kind, which in the opinion of Varsity Properties or his agents, may be calculated to disturb the comfort of any other Resident or neighbor shall be permitted by the Resident in the Premises, nor shall any noise be persisted after the request to discontinue has been made by Varsity Properties Staff. This shall be deemed to include the playing of musical instruments, radios, sound systems, TVs, computers and all parties, disorderly or otherwise. Yelling, shouting, hooting, whistling, singing or the playing of musical instruments, including percussion instruments are prohibited by the City of Kingston from 2100 hours (9:00pm) of one day to 0700 hours of next day (0900 on Sundays). Any person who contravenes the provisions of this by-law is guilty of an offence and, upon conviction, is subject to a fine as provided in the Provincial Offences Act and to any other applicable penalties.
10. Liquid filled furniture shall not be used nor brought onto the Premises without Varsity Properties' prior written permission and Furniture indemnification. The Residents must show proof of insurance for it.
11. No Interior furniture shall be kept outdoors and no couches are to be stored on the lawn or front balcony. The Resident shall pay all fines imposed by the Municipality for all garbage by-law violations.
12. Residents shall take care to keep windows and doors secured during windy, cold, or stormy periods so as to prevent damage to the Premises and to conserve heat during the heating season.
13. Residents shall ventilate the washrooms after showering to avoid mold growth.

## **SCHEDULE "B" – FURTHER CONDITIONS**

There are no further conditions.