

**THIS LEASE dated this .....**

**BETWEEN:**

**Thifold Industries Limited**

Address: 5945 Airport Road, Suite #165. Mississauga, Ontario. L4V1R9  
Telephone: 905 612 1090 Fax: 905 612 1156  
(the "Landlord")

OF THE FIRST PART

**- AND -**

Address: Mr. Mrs. Ms. ....  
121 Lock Street West, Apartment # ..... Dunnville, Ontario. Canada.  
(the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Premises

- 1. The Landlord agrees to rent to the Tenant the apartment municipally described as 121 Lock Street West, Apartment # ..... Dunnville, Ontario. Canada., (the 'Premises') for use as residential premises only. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.

Term

- 2. The term of the Lease is a periodic tenancy commencing at 12:00 noon on: ..... and continuing on a month-to-month basis until the Landlord or the Tenant terminates the tenancy.
- 3. Any notice to terminate this tenancy must comply with the Act.

Rent

- 4. Subject to the provisions of this Lease, the Rent for the Premises is Cdn\$..... per month (the 'Rent').
- 5. The Tenant will pay the Rent on or before the first of each and every month of the term of this Lease to the Management Firm for the Landlord: Coldwell Banker/Keith Miller & Associates Realty Ltd., 220 Broad Street East, Dunnville T:905-774-7624
- 6. The Landlord may increase the Rent for the Premises upon providing to the Tenant such notice as required by the Tenant Protection Act (TPA)
- 7. By Law, the TPA requires that a Tenant give at least 60 days notice of intent to vacate, with the termination date falling at the end of the second month.
- 8. The Landlord requires that all rent is fully paid up to the 60th day after the intent to vacate has been received.
- 9. During the Term of this Lease or after its termination, the Landlord may charge the Tenant for repairs to any or all of the following:
  - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - c. unplugging toilets, sinks and drains;
  - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
  - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
  - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Premises or building;
  - h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls; and
  - i. any other purpose allowed under this Lease or the Act.For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

Quiet Enjoyment

- 10. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Security Deposit

- 11. The Tenant is required to provide the Landlord a Security Deposit equal to 1 month's rent.

Inspections

- 12. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
- 13. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers upon the greater of 24 hours notice to the Tenant and any notice required by the Act.

Tenant Improvements

- 14. The Tenant will obtain written permission from the Landlord before doing any of the following:
  - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
  - c. removing or adding walls, or performing any structural alterations;
  - d. installing a water bed(s);
  - e. changing the power used on the Premises as well as installing additional electrical wiring;
  - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
  - g. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

Utilities and Other Charges

- 15. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Premises: Electricity, water, telephone, sewage, and any other utilities or similar expenses.

Tenant Initials: .....

**Insurance**

- 16. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Renter's Policy of Insurance, including personal injury (however caused), and the Tenant agrees that the Landlord is not responsible in any way for accidental injury of the Tenant or their visitor(s) however caused while on the Premises.
- 17. The Tenant is responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage or loss for the benefit of the Landlord.
- 18. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
- 19. The Tenant should provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

**Abandonment**

- 20. If abandoned, under the provisions of the TPA, the Landlord will repossess the apartment and contents.

**Attorney Fees**

- 21. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of any default by the Tenant, will forthwith upon demand be paid by the Tenant as additional rent. All rents including the monthly rent and additional rent will bear interest at the rate of \$15.00 (Fifteen Dollars even) per day from the due date until paid.

**Governing Law**

- 22. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

- 23. If there is a conflict between any provision of this Lease and the applicable legislation of the Province of Ontario (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
- 24. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.
- 25. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

**Amendment of Lease**

- 26. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

**Assignment and Subletting**

- 27. Termination of the Lease will result if the Landlord's written acceptance is not obtained prior to a Tenant assigning this Lease, or subletting or granting any concession or license to use the Premises or any part of the Premises.

**Damage to Premises**

- 28. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

**Maintenance**

- 29. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
- 30. Major maintenance and repair of the Premises involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.

**Care and Use of Premises**

- 31. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.
- 32. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
- 33. The Tenant will keep the Premises reasonably clean.
- 34. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
- 35. The Tenant will not engage in any illegal trade or activity on or about the Premises.
- 36. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
- 37. The Tenant agrees that no signs will be placed or painting done on or about the Premises by the Tenant or at the Tenant's direction without the prior, express, and written consent of the Landlord.
- 38. If the Tenant is absent from the Premises and the Premises are unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of this said person.
- 39. The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.
- 40. There is no access to basement areas, roof, or attic under any circumstance.
- 41. Boots and rubbers which are soiled or wet should be removed at the entrance to the building in which the Premises are located and taken into the Tenant's Premises.
- 42. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

**Hazardous Materials**

- 43. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

**Rules and Regulations**

- 44. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Premises.

**Address for Notice**

- 45. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
  - a. the address of the Tenant is the Premises during this tenancy, and after this tenancy is terminated, and
  - b. the address of the Landlord is 5945 Airport Road, Suite #165, Mississauga, Ontario. L4V1R9, both during this tenancy and after the Lease is terminated.

Tenant Initials: .....

