



This Tenancy Agreement

Dated the _____ day of _____, 20__

BETWEEN TVM _____ Inc. (Landlord) And _____ (Tenant)

if more than one individual and/or guarantor/co-signor, then liability is joint and several across all named.

Premises: The Landlord agrees to rent to the tenant Unit _____, at _____

Use of Premises: The Tenant agrees to use the premises as a residential premise and for no other purpose and not to allow the premises to be occupied by anyone other than the persons listed in this agreement.

Term: Subject to the present Tenant vacating, the Tenant will occupy the rented premises for a term to commence on the ____ day of _____ 20__, and end on the _____ day of _____ 20__.

At the end of the term, the tenancy becomes a month to month agreement, requiring 60 days notice to terminate.

Rent: The Tenant agrees to pay monthly the total rent to the Landlord or his agent on the first day of each month during the term, at the Landlord's office, to the Superintendent or the apartment office box, cheques to be made payable to TVM _____ Inc., as follows:

| | |
|----------------------|----------|
| Residential Premises | \$ _____ |
| Parking | \$ _____ |
| Other | \$ _____ |
| Monthly Total Rent | \$ _____ |

NSF Cheques: The Tenant will pay a service charge of \$25.00 on all cheques returned by their bank or ours and pay the outstanding rent and service charge by cash or certified cheque immediately upon notification by the office.

Increase: The rental amount is subject to the yearly increase rate governed by the Applicable legislation.

Prepaid Rent: The Landlord acknowledges receipt from the Tenant of the sum of \$ _____ which amount shall be held by the Landlord as the last month's deposit until vacancy.

Assigning & Subletting: The Tenant shall not assign or sublet the premises without **FIRST OBTAINING THE WRITTEN CONSENT** of the Landlord, which consent shall not be unreasonably withheld. Upon the Landlord consenting in writing to such assigning or subletting, the Tenant shall pay to the Landlord a \$150.00 inclusive of legal and other costs incurred by the Landlord upon the giving of such consent.

Condition of Premises: The Tenant shall examine the premises with the Superintendent upon taking possession and document any defects in the apartment.

Repair and Maintenance: The Landlord shall be entitled to enter the premises and view the state of repair and to make such repairs and alterations as may be deemed necessary by the Landlord, notice of at least 24 hours will be given.

Alterations: The Tenant will take good care of these premises and keep the same in a clean and healthy condition and to forthwith repair any damage to the premises caused by his and his guests' willful or negligent conduct. The Tenant will not make any changes or alterations without the written consent of the Landlord.

Lock and keys: The Tenant shall not alter or cause to be altered the lock on any entry door or affix a night latch upon any entry door to the premises. The Tenant upon termination of this Tenancy Agreement will deliver to the Landlord all keys supplied by the Landlord to the Tenant. A charge of \$5.00 dollars shall be made for lockouts.

Taxes: The Landlord will pay all real property taxes with respect to the premises.

Utilities: The Tenant shall pay Telephone _____ Cable _____ Heat _____ Hydro _____.

A/C UNITS MAY INCUR AN ADDITIONAL CHARGE.
The Landlord shall pay all water rates for the supply of water to the apartment building and will supply cold water at all reasonable times, save in the event of a failure in the supply thereof to the apartment building, or in the event of a mechanical breakdown of the equipment providing such cold water, or in the supply thereof to the premises.
The Landlord shall in case of any repairs being required to the said heating plant or its equipment or other apparatus used in connection therewith, use its best efforts to have the work done with all due diligence, provided, however that the Landlord shall not be liable for indirect or consequential damages or damages for personal discomfort or illness arising from the want of heat, or hot and cold water.

Appliances: The Landlord shall provide for use with the premises electric light fixtures, stove and refrigerator, which are the property of the Landlord. **Dishwashers, washing machines and dryers are strictly prohibited.** The Tenant agrees to maintain electric light fixtures, stove and refrigerator in a clean condition and to repair any damage caused thereto by the Tenant's willful or negligent conduct or that of any persons permitted on the premises by the Tenant and the light fixtures, stove and refrigerator shall be left in the apartment upon termination of this Agreement.

Rules and Regulations: The Tenant agrees to comply with each of the rules and regulations attached to this Agreement and from time to time may be amended, modified or added to upon notice to the Tenant by the Landlord, said rules and regulations shall be read as forming part of the terms and conditions of this Agreement.

Delivery Services: The Landlord in the best interests of the building or its occupants shall have the right to regulate and limit access to the building by delivery services.

Liability: The Landlord shall not in any event whatsoever be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant, or any member of the Tenant's family, or guests who may be upon the premises or for any loss of or damage or injury to any property, including cars and contents thereof while such property is on the premises. The Landlord shall not be responsible for any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the premises, or from the water, sprinkler or drainage pipes or plumbing works of the same or for any damage caused by or attributable to the condition or arrangement of any electrical or other wiring or for any damage caused by anything or omitted to be done by the Landlord.

Breach of Covenant: In the event of a breach of any of the covenants herein contained, save the covenant to pay rent, the Landlord shall be required to give written notice to the Tenant as required by the Landlord and Tenant Act. In the event the premises on any rental payment date be vacant and no payment of rent has on the said rental payment date been received by the Landlord, the premises shall be deemed to have been abandoned by the Tenant and the Landlord shall be entitled to and may take immediate possession of the premises and any contents thereof.

Proviso for Re-Entry: Proviso for re-entry by the Landlord subject to the provisions of the Landlord and Tenant Act, on non-payment of rent or non-performance of covenants.

Termination: If either the Tenant or the Landlord wish to terminate the tenancy at the **END OF THE TERM** of this Tenancy Agreement, then he will give **notice in writing** of such termination, such notice to be delivered **NOT LESS THAN 60 DAYS PRIOR TO THE EXPIRATION OF THIS AGREEMENT**, and upon such notice being given, the Tenant upon the termination of this tenancy, will deliver up to the Landlord vacant possession of the leased premises.
In the event the Tenant shall fail to vacate the premises after the tenancy has been terminated, the Tenant in addition to being liable to the Landlord for compensation for the use and occupation of the premises after the termination shall indemnify the Landlord for all losses, cost, damages and expenses, including legal expenses for which the Landlord shall be liable or shall suffer or sustain as a result of the failure of the Tenant vacate the premises.
The Landlord shall after notice of termination of the tenancy has been given, have the right to show the premises to prospective tenants at all reasonable hours.
Where the Landlord consents to termination of the tenancy agreement **PRIOR TO THE EXPIRY DATE** in this lease the Tenant will be subject to a charge of **ONE MONTH RENT** and upon the landlord consenting to such early termination the Landlord and Tenant will enter into a written agreement to terminate the tenancy agreement. The Landlord will not enter into such agreement until the early termination charge of one month's rent has been satisfied.

Notices: Any notice required or contemplated by the provisions of this Agreement shall be in writing, and except where otherwise provided by the Landlord and Tenant Act shall be deemed to be sufficiently given if served personally or mailed by prepaid registered mail addressed to the Landlord or given to the Superintendent as the Landlord.

Representations and Application: We tender this lease to you on the basis of the representations contained in the application which is part of this lease, and in the event of any representations contained in the application shall be found to be misleading, incorrect or untrue, we shall have the right to cancel this lease and to repossess the leased premises.

NO ORAL STATEMENTS MADE BY OUR EMPLOYEES OR AGENTS SHALL BE BINDING UPON US UNLESS CONSENTED TO BY US IN WRITING.

THIS Tenancy Agreement shall be binding upon and shall enure 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.

The tenant acknowledges an operational in-suite smoke detector/alarm and is responsible to test it on a regular basis and report any malfunction to the property management immediately.

Upon signing this lease, the tenant acknowledges receipt of each of the following:

- **Copy of Lease**
- **Rules and Regulations/Fire Procedures**

SIGNED, SEALED & DELIVERED

In the presence of:

Landlord/Agent for TVM

Co-Signor

Tenant

Co-Signor

Tenant



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