

SAGE LIVING

LEASE

BETWEEN:

Landlord Name (the Landlord)
c/o Sage Living,
8 Hickory St. W Suite #2, Waterloo, ON N2L 3H8
Office: 226-336-7243
Email: leasingadmin@sagecondos.ca

Landlord Name

Signed by Landlord or Authorized Agent

AND

Tenant Name

Room: 1 _____ (the Tenant)
Signed

Tenant Name

Room: 2 _____ (the Tenant)
Signed

By signing above we agree that we have read and understood the details of this lease agreement and the following attached addendums:

- Addendum A - Lease Details
- Addendum B - Internet
- Addendum C - Furniture

We acknowledge that we have received a copy of this agreement including all addendums listed above and agree to all terms and conditions.

DESCRIPTION OF PREMISES, TERMS AND RENT:

The landlord hereby agrees to lease to you, the Tenant, Room: 2 located in **123 Tester St Unit 100, Waterloo, ON, N2J 3H8**, hereinafter the "Rented Premises", for your exclusive use, together with a right in common with the other tenants of the Rented Premises to use the common areas of the Rented Premises

TERMS AND USE:

You the Tenant, agree to lease the Room and Rented Premises only for residential use and for a term as follows:

Term of this lease will begin the 1st day of September, 2016 at 2:00 p.m. ("Beginning Date") and end the 27th day of August, 2019 at 2:00 p.m. ("Expiry Date").

The tenant may, up until December 15, 2016, give written notice to terminate the tenancy as of Aug 27th, 2017.
The tenant may, up until December 15, 2017, give written notice to terminate the tenancy as of Aug 27th, 2018.
The tenant may, up until December 15, 2018, give written notice to terminate the tenancy as of Aug 27th, 2019.

The Tenant shall be personally liable for rent payable for the Room and for the damage to the Room or chattels therein

provided by the Landlord and the Tenant shall be jointly and severally liable with other Tenants of the Rented Premises for damage to common areas and chattels in common areas of the Rented Premises.

RENT

Tenant agrees to pay a total monthly rent **NOT** including **\$1200.00/month**
Hydro, Water/Sewer, Gas, Water Heater Rental, Cable television

Tenant agrees to further pay separate charge, as permitted by s.123 of the Residential Tenancies Act, for **\$100.00/month**
additional Water/Sewer, Gas, Water Heater Rental and where excessive use such services results in charges exceeding \$50.00 per Tenant of the Rented Premises, such additional charges shall be paid, on a pro rata basis, by each Tenant of the Rented Premises

Tenant agrees to pay for any utilities **NOT** included in the above utility fee at their own expense and effort, including setting up any necessary accounts and handling all monthly payments.

Tenant will receive a \$50.00 discount per person should rent be paid no later than the 1st of each month **\$-100.00/month**
before 12:00pm.

TOTAL MONTHLY RENT (IF PAID ON TIME) \$1200.00/month

These sums are due in advance and the TenantS agree to pay them as follows:

- a) \$1200.00 as deposit to be applied as prepaid rent towards the last month's rent of the term of this lease. Due at the signing of this lease.
- b) \$1200.00, due on the first day of each month starting the "Beginning Date". These should be forwarded to the Landlord in the form of a void cheque/authorization for electronic funds transfer. If this is not possible, you should submit "Post Dated" cheques. Please make any post-dated cheques out to **Domus Student Housing Inc.** Please note that there is a NSF charge of \$25.00 for all and any bounced rent payments.
- c) \$200.00 **EACH** for **all keys**. Due at the signing of this lease and made out to **Domus Student Housing Inc.** This deposit will be returned to the tenant provided the keys are returned at the end of the tenancy by the termination date.

AGREEMENT FOR ADDED CHARGES: The Tenant agrees not to install additional appliances in Rented Premises without prior consent of the Landlord. If additional appliances are placed in the Rented Premises, regardless of use, the Tenant agrees to pay an additional charge of \$30.00 per month per appliance.

Addendum A - LEASE DETAILS

1. DELIVERY OF POSSESSION: If the Landlord is unable to provide possession of the Rented Premises on the Beginning Date because a previous resident refuses to leave, or for any other reason, the Landlord will not be responsible for failure to give you possession on that date. However, the rent payable under this lease will be adjusted so that you will only be responsible for rent from the date possession of the Rented Premises is delivered to you. The original Expiry Date of the term of the Lease will not be extended but if the Rented Premises is not delivered to you within 30 days from the Beginning Date, either you or we may terminate this Lease by giving the other notice in writing. If you occupy the Rented Premises it shall be conclusive evidence that you are satisfied with the physical condition of the Rented Premises.

2. ENTRY: Tenant agrees that at all reasonable times during the term of this lease; Landlord or its agents may enter the premises for the purpose of inspection, cleaning, repairs or renovations as necessary provided at least 24 hours notice is given to the tenants. Monthly or bi-monthly inspections of all units will be completed at the Landlord's discretion with 24 hours notice. Furthermore the Tenant agrees that the Landlord may enter the rented premise in the manner specified under the provincial guidelines for the purpose of exercising its rights to show the premise to prospective new tenants. The Tenant may also consent to entry prior to 24 hour written notice. Emergency entry may also be necessary in the event of fire or flood or any other event that warrants emergency entry. The Landlord will make a reasonable effort to give the Tenant notice.

3. ASSIGNMENT OR SUBLEASING: Tenants agrees not to vacate, sublet or assign to another person any part of the Rented Premises without the advanced written consent of the Landlord and, while the Landlord will not unreasonably withhold consent to sublet or assign, it is agreed that it shall be reasonable for the Landlord to withhold such consent if the sub-tenant or assignee is not a student. If the Tenant is renting a room/unit that follows specific criteria (i.e. females only), the Tenant agrees that unless the same specific criteria is met, consent to sublet or assign may be reasonably withheld.

4. CARE OF PREMISES: Tenant shall keep the Rented Premises in clean conditions and is responsible for replacing all light bulbs, fuses, resetting breakers, and unclogging toilets. Should you need a plumber to unclog your toilet and it is found to be the Tenant's fault the toilet was clogged, the charge for the plumber will be the responsibility of the Tenant. Tenant shall not make any alterations including paint, wallpaper, nails or picture hangers in the premises without the written consent of the Landlord. Any additional repairs or cleaning required at the end of the lease term to be made by the Landlord, except repairs resulting from regular normal wear and tear, or those noted in initial tenancy deficiency report completed upon move in, shall be charged equally to all relevant Tenants.

5. JOINT AND SEVERAL RESPONSIBILITIES OF GUARANTORS: The Guarantor guarantees to the Landlord, FOR THEIR RESPECTIVE SON/DAUGHTER'S PORTION, the payment by the Tenant of rent and all other sums of money and all other obligations and liabilities of the Tenant in accordance with the provisions of this Lease and the Personal Guarantee which is attached to, and forms a part of, this lease.

6. LOCKS AND KEYS: The Tenant shall not alter or add to the locking system on any entry or Room door of the Rented Premise without written permission of the Landlord. In the event the Tenant locks himself out of the Rented Premise, the Landlord shall not be obligated to unlock the rented premise under a certain time frame. The Tenant shall be responsible for all costs of re-entry, including but not limited to locksmith charges, charges for damage howsoever caused, and any service charge payable to the Landlord if the Landlord agrees to unlock the Rented Premises (\$40.00 per visit). Keys must be returned upon termination of the Lease. Lost keys are subjected to replacement charge.

7. RULES AND REGULATIONS: The Tenant agrees to comply with the Rules and Regulations of this Lease and to perform all covenants herein contained.

- a) Tenant shall not remove any of the appliances provided nor bring any major appliances into the Rented Premises without prior written consent of Landlord and shall not use portable electric heaters, hot plates, or portable/window air conditioners and any breach of this Rule will subject the Tenant to a fine or extra fee at the Landlord's discretion.
- b) No bicycles shall be kept inside individual units. Bicycles must be stored in the designated areas.
- c) Tenant shall do cleaning of kitchen and bath routinely; this is to include but not limited to weekly cleaning of floors, toilets, bathtubs and appliances. **Cooking to be limited to kitchen area only.**
- d) Tenant is responsible for their own garbage disposal. It is expressly agreed and understood that garbage must not be stored for periods of time inside the unit but must be placed in the appropriate containers outside the Rented Premises as designated by the Landlord. If applicable, move these containers to the curb and back on garbage/recycling day.

Should a pest control problem, such as mice or any other vermin, be caused by a result of continually leaving opened food and garbage around the property, the charge of pest removal will be at the cost of the Tenant.

- e) Tenant is responsible for any damage caused by guests he or she allows on the premises.
- f) Tenant shall not keep any pets on the property.
- g) Landlord shall not be liable with respect to Tenants' or guests' vehicle parking fines, loss or damage to vehicles, including contents, for vehicles parked at the Rented Premises. No parking on grass.
 - i) Private vehicles or other motorized vehicles will be parked only in spaces or areas allotted to them by the Landlord and not in any other spaces. **Parking is not guaranteed.**
 - ii) Any vehicle to be parked in a location other than the allocated parking space, or areas, or should any such vehicle remain in the allotted parking space or area for such time that we believe the vehicle has been abandoned, the Landlord shall be entitled to remove the vehicle from the Property at the owner's risk and expense.
- h) The Landlord will maintain access to and from the Rented Premises including snow removal from the walkways and sidewalks. At the Landlord's discretion, driveways are excluded from snow removal if the Rented Premises is a house and are the responsibility of the tenants.
- i) Smoking is prohibited inside the Rented Premises and within 5 meters of any entrance to the premises, including balconies.
- j) Heat to be maintained at a temperature of not less than 15 degrees Celsius while tenants are on holidays so as not to freeze pipes.
- k) Tenant is to notify in writing of any damage or structure defects, defective fire alarms, fire extinguishers and exit lights. The Tenant agrees not to remove or tamper with any fire alarm or extinguisher.
- l) There are no barbeques permitted on balconies or inside the Rented Premise.
- m) Tenant agrees to not cause or permit any noise or interferences which are disturbing to the comfort or reasonable enjoyment of others at the Rented Premise.
- n) Landlord is not required to provide tub or shower curtains; that is the responsibility of the Tenant.
- o) If fire occurs due to negligence of any tenant/subtenant/guests of tenants or subtenants which would render the unit uninhabitable the Landlord shall NOT be required to provide alternate accommodation for the Tenant. The Tenant shall be required to pay for damages and also continue fulfilling all terms of the lease, including payment of monthly rent.
- p) Guests are only allowed to stay for a maximum of 2 nights consecutively and/or per week. No double occupancy as per the municipal by-law. Unauthorized occupancy is subject to trespassing charges.
- q) If renting off floor plans, measurements and layout are subject to change without notice. E. & O.E.
- r) Tenant agrees that he/she and persons permitted at the Rented Premises by the Tenant shall comply with Landlord's "No Smoking" policy, which prohibits smoking of any substance in the Rented Premises or in common areas of the property at which the Rented Premises is located. Breach of this term shall result in a fine and enforcement as set out in Addendum D: Waiver.

8. INSURANCE: Tenant shall, during the entire period of the tenancy at his sole cost and expense, obtain and keep in

full force and effect, content and liability insurance in an amount which the Landlord, acting reasonably, considers adequate. The Tenant agrees to provide the Landlord, upon demand at any time, proof that all insurance is in full force and effect.

9. INDEMNIFICATION: Tenant will indemnify and save harmless the Landlord, the Landlord's agents, servants and workman from and against any and all claims, suits, actions, damages, and causes of action arising from injury, loss of life, or damage to property sustained in, or upon the Rented Premises.

10. NOTICES: The Tenant is to give maintenance requests/notices to the Landlord by emailing: fix@sagecondos.ca. All other inquiries/notices or requests are to be emailed to leasingadmin@sagecondos.ca. Notices can also be mailed to 8 Hickory St. W Suite #2, Waterloo, ON N2L 3H8. They can also be phoned at 226-336-7243. The Tenant further agrees that the Landlord may also communicate via email.

11. If any provisions in this contract are deemed invalid or not legal (Residential Tenancies Act is modified regularly), the remainder of the contract is still binding.