

Agreement to Lease

Date of Agreement _____

BETWEEN TENANT

(hereafter referred to as "Tenant")

AND LANDLORD

(hereafter referred to as "Landlord")

(Landlord's Address)

1. The rental premises are: a single family dwelling a unit in a duplex, triplex or fourplex
 an apartment located at:

(Street address of Rental Accommodation, hereinafter referred to the "Premises")

2. TERMS: The terms of this agreement shall be: _____ months, beginning on: _____
3. MONTH-TO-MONTH TENANCY: It is hereby agreed between the parties hereto that if, upon termination of the lease by effluxion of time, the Landlord permits the Tenant to remain in possession of the Premises and accepts rents in respect thereto, a tenancy from year to year shall not be created by implication of law, but the Tenant shall be deemed to be a monthly tenant only.
4. RENT: The rent shall be \$ _____ per month, and shall be payable in advance on or before the 1st day of each month.
5. LATE PAYMENT: In case of late or dishonored payment of rent, where Tenant has not duly notified the Landlord in advance, a late penalty charge of \$20.00 plus any applicable NSF charges payable to the landlord's financial institution will be due and payable to Landlord by Tenant immediately, in addition to the amount of rent in arrears.

Failure to pay rent when due will result in the Owner taking immediate legal action to evict the Resident from the premises.

6. DEPOSIT: Landlord acknowledges receipt from Tenant the sum of \$ _____ as a deposit to secure Tenant's fulfillment of the obligations imposed by this Agreement. This deposit may not be larger than one month's rent and may be applied by Landlord towards last month's rent only.

Provided that the Tenant has fulfilled Tenant's obligations, Landlord shall pay to Tenant interest on this deposit once every 12 months at a rate equal to the annual rate of inflation as set forth under the *Residential Tenancies Act*.

Agreement to Lease (continued)

Date of Agreement _____

b) Tenant agrees to pay to Landlord, on or before the beginning of this lease, first month's rent, and any outstanding balance of the last month's rent deposit (\$_____ outstanding). Failing this, this Agreement shall be null and void and any deposit monies paid by Tenant to Landlord will be non-refundable.

7. UTILITIES: Utilities will be paid by the parties as indicated below:

	Landlord	Tenant		Landlord	Tenant
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	Internet	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	Oil	<input type="checkbox"/>	<input type="checkbox"/>
Water & Sewer	<input type="checkbox"/>	<input type="checkbox"/>	Other(s)(specify):		
Telephone	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Cable TV	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>

8. APPLIANCES: Appliances will be supplied and maintained in working order by Landlord as indicated below:

	Landlord	Tenant		Landlord	Tenant
Stove	<input type="checkbox"/>	<input type="checkbox"/>	Freezer	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	Microwave	<input type="checkbox"/>	<input type="checkbox"/>
Washer	<input type="checkbox"/>	<input type="checkbox"/>	Furnace/Boiler	<input type="checkbox"/>	<input type="checkbox"/>
Dryer	<input type="checkbox"/>	<input type="checkbox"/>	Hot Water Tank	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	A/C: central or window	<input type="checkbox"/>	<input type="checkbox"/>

9. SMOKE DETECTORS: Smoke detectors have been installed in this residence. It is the tenant's responsibility to maintain its appliance including testing periodically and replacing batteries as recommended by the manufacturer. In the event the detector is missing or inoperative, the tenant has an affirmative duty to notify the landlord immediately.

10. SMOKING: Landlord and Tenant agree that this accommodation is designated as:

Smoking NON-smoking inside

11. OCCUPANCY: The premises will be used for lawful, residential purposes only. There will be no more than _____ persons occupying the premises. Except for casual guests, no other persons shall occupy the premises without the written consent of the Landlord.

12. SUBLETTING: Tenant agrees not to assign or sublet the premises without Landlord's written consent, which consent shall not be unreasonably denied.

13. PETS: Landlord consents to Tenant keeping the following pets: _____ provided that said pets do not interfere with the reasonable enjoyment of the premises by Landlord, other Tenant(s) and/or neighbors. Tenant will be held liable for any damage to the premises caused by Tenant's pets.

14. LANDLORD ACCESS: Landlord shall give Tenant 24 hours notice of Landlord's intent to enter the premises, but such notice need not be given in the event of an emergency or if Tenant consents to

Agreement to Lease (continued)

Date of Agreement _____

Landlord's entry without such notice.

Once Tenant has given 60 days notice or agreed to terminate the tenancy, Landlord may show the premises for the purpose of re-renting between 8:00 am and 8:00 pm, Monday to Saturday, and must make reasonable effort to inform Tenant of scheduled showings.

15. TENANT ABSENCE: Tenant agrees to notify Landlord of an intended absence of more than seven days and will permit Landlord to enter the premises during the absence if reasonably necessary.
16. MAINTENANCE: During the Spring, Summer, and Fall months the grounds of the premises will be maintained as follows:
 - solely by Landlord
 - solely by Tenant
 - by Tenant in cooperation with the other Tenant(s)
- b) Tenant agrees to clear snow and ice from the driveway, sidewalks, and walkways of the premises as necessary during the winter months, in cooperation with other Tenant(s) (if applicable).
17. BY-LAW INFRACTIONS: In case a fine is levied against the property by the City of Hamilton as a result of Tenants' actions, Tenant agrees to pay immediately to Landlord the full amount of the fine. Such fines may be levied for waste accumulation, noise and nuisance, and failure to clear sidewalks.
18. TENANT LIABILITIES: Tenant may be held liable for damage to the premises, grounds, or appliances that is due to neglect, abuse, or other causes other than ordinary wear-and-tear on behalf of Tenants or Tenants' guests.
19. TENANT INSURANCE: It is the responsibility of the Tenant to obtain insurance for the Tenant's possessions. The Landlord will not be responsible for any damage to the Tenant's property or the contents of the Premises under any circumstances;
20. LANDLORD OBLIGATIONS: The Landlord agrees to:
 - i) pay utilities and other additional items set out in this lease;
 - ii) maintain the Premises in a good state of repair and fit for habitation during the herein lease in order that the Premises comply with health, safety, housing, and maintenance standards required by law;
 - iii) not substantially interfere with the reasonable enjoyment of the Premises by the Tenant;
 - iv) not enter the unit except in accordance with the *Residential Tenancies Act*;
 - v) provide at least 90 days written notice prior to implementing any increase in the monthly rental rate.
21. TENANT OBLIGATIONS: The Tenant agrees to:
 - i) maintain the Premises in a state of cleanliness, and to repair any damage caused thereto by the Tenants own wilful or negligent conduct or that of other occupants of the Premises or persons who are permitted on the Premises by the Tenant;
 - ii) not to carry on upon the Premises any business that may be deemed a nuisance or by which the insurance on the Premises will be increased;
 - iii) promptly notify the Landlord of any repairs to be made by the Landlord;

Agreement to Lease (continued)

Date of Agreement _____

- iv) not to install an air conditioning unit without the prior written consent of the Landlord;
- v) not to alter the locking system without the consent of the Landlord;
- vi) not to use water-filled furniture or appliances on or in the Premises; (waterbeds, hot tubs, etc.)
- vii) respect the neighbour's right to peace and privacy at all times;
- viii) provide the landlord with a minimum 60 days written notice of their intentions to terminate the tenancy as required in accordance with the *Residential Tenancies Act*;

22. Other provisions freely agreed to by both Tenant and Landlord:

23. **ACKNOWLEDGEMENT:** It is Hereby declared and agreed that the expressions "Landlord" and "Tenant", wherever used in this Lease, shall, when the context allows, include, be binding on and ensure to the benefit of not only the parties hereto, but also their respective executors, administrators and assigns.

And it is further agreed between the parties hereto that wherever the singular and masculine are used throughout this lease they shall be construed as if the plural or feminine had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered had been made.

Landlord and Tenant agree that this Agreement to Lease is a complete and accurate record of the rental agreement. All representations regarding the tenancy have been included herein in writing and freely agreed to by both parties. Landlord and Tenant hereby confirm receipt of their completed copy of this Agreement.

(Tenant) (Date

(Landlord) (Date)