



140 Lake Street  
St. Catharines, Ontario L2R 5Y1  
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www.rentals101.ca

## Residential Tenancy Lease Agreement (Ontario)

This LEASE AGREEMENT made this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ \_\_, BETWEEN

The TENANTS as listed below: (print full names)

- 1)\_\_\_\_\_ 2)\_\_\_\_\_ 3)\_\_\_\_\_
- 4)\_\_\_\_\_ 5)\_\_\_\_\_ 6)\_\_\_\_\_
- 7)\_\_\_\_\_ 8)\_\_\_\_\_ 9)\_\_\_\_\_
- 10)\_\_\_\_\_ 11)\_\_\_\_\_ 12)\_\_\_\_\_

Hereinafter referred to jointly and severally as “the Tenants” and “the Guarantors”, listed below  
AND the LANDLORD,

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Hereinafter referred to as “the Landlord”, all hereinafter referred to as “the Parties”,

For the entire residential Premises and the property located at the following address:

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Hereinafter referred to as “the Premises” under Lease.

1. **The Premises** leased is (please check):  
( ) a single family dwelling ( ) a separate apartment within a house or multi-unit apartment building.
2. **The Term** defined as the duration of this Lease Agreement shall be as follows: The tenants understand this Lease shall be a Fixed Term tenancy that shall begin on: \_\_\_\_\_, 20\_\_ \_\_. The Fixed Term shall end on: \_\_\_\_\_, 20\_\_ \_\_. Extension shall only be by written agreement

Tenants (initial): \_\_\_\_\_ Landlord or Agent (initial): \_\_\_\_\_

3. **The Rent** shall be \$C \_\_\_\_\_ per month. The Tenants’ Rent shall be payable on the first day each month, **NO EXCEPTIONS**. Late charges apply at 2% per month. By signing this lease you agree to submit a series of post-dated cheques or a pre authorised payment form, dated for the first of each month for the entirety of the lease. The Tenants will provide the Landlord the application and parental guarantor form supplied by Rentals 101 at the time of signing the lease or prior to receiving the keys. Said keys will **NOT** be handed out before this occurs.
  - a) NSF cheques or PAP payments are subject to a \$50.00 NSF fee.
  - b) Failure to pay Rent on time may result in a Notice of Early Termination (N4).

4. **The Deposit** is acknowledged by the Landlord as received from the Tenants in the sum of \$C\_\_\_\_\_. This Deposit secures the Tenants' performance of the obligations established under this Lease Agreement. The following terms shall apply to the Deposit:

- a) The Landlord will apply the Deposit to the first and last month's rent.
- b) An additional \$100.00 per person will be collected and applied as a Collective Contract Deposit, refundable if all conditions of this lease are met. By signing this lease all tenants are in agreement to pay the said deposit and that this is a stipulation attached to this lease agreement.

5. **The Tenant's Joint and Several Responsibility:** There are \_\_\_\_\_ persons listed above as **the Tenants** co-occupying the Premises, who all accept joint and several responsibility for the full financial obligation for the full Rent for the full Term of this Lease Agreement. Should an individual tenant vacate the Premises before the end of the Term, his/her obligations remain and defer to all of the remaining Tenants.

6. **Utilities, Services and Equipment:** Paid for or supplied by the Parties as indicated below:

	Landlord	Tenant		Landlord	Tenant
Electricity	( )	( )	Internet Service	( )	( )
Gas	( )	( )	Telephone Service	( )	( )
Water / Sewer	( )	( )	Content Insurance	( )	( )
Garbage Pickup	( )	( )	Grass Cutting	( )	( )
Cable TV	( )	( )	Snow Removal	( )	( )
	Landlord	Tenant		Landlord	Tenant
Stove	( )	( )	Furnace	( )	( )
Refrigerator	( )	( )	Hot water tank	( )	( )
Washer	( )	( )	Internet server	( )	( )
Dryer	( )	( )	Air Conditioning	( ) *If supplied	( )
Dishwasher	( ) *If supplied	( )	Cleaning Service	( )	( )

7. **No Other Occupants** except for casual guests shall occupy the premises. Any persons other than the Tenants shall not occupy the Premises without written consent of the Landlord. Should an additional person be found living in the premises, eviction of all tenants could be enforced.

8. **Maintenance of Premises:**

- a) **Appliances:** The Landlord shall provide for building integrity and appliance operability in a condition that complies with Section 94 of the Residential Tenancy Act.
- b) The Tenants shall maintain the Premises, appliances and equipment in the condition received. Tenants will be held responsible for all repairs from any neglect or reckless treatment of appliances. Lint traps for dryers will be cleaned out before every use for fire prevention. Neither the washer nor dryer will be overloaded.
- c) **Outdoor Maintenance:** Should this service NOT be provided, the Tenants agree to mow and water the lawn and to keep the lawn, flowerbeds and shrubbery in good order and condition. Tenants are required to rake and remove leaves at their expense should this service not be provided by the Landlord.
- d) **Snow Removal:** Tenants shall be responsible to keep the sidewalk surrounding the premises free and clear of all ice/snow. Any FINES enforced by city will be paid by the Tenants.

- e) **Painting:** **\*\*NO PAINTING WITHOUT CONSENT OF LANDLORD\*\***. IF AND WHEN, you are given permission to paint your bedrooms, the colour must be approved by the LANDLORD. Painting needs to be professional in appearance – no painting over baseboards, trim, electrical outlets, light switches, ceiling, floors or doors. Painting is to be a flat, solid color (no murals, no quotes, etc.). If the LANDLORD is unsatisfied with the workmanship, the Landlord reserves the right to have the job completed by a professional at the cost of the tenants.
- f) **Walls:** Only picture hangers are to be used to hang any pictures. Only non-marking and paint friendly adhesives may be used to hang posters. Any mounts the tenants want to hang in the property will require the written approval of the landlord or their representative and may require professional installation services. If damaged walls need repair the Tenants will be billed directly to rectify.
- g) **Garbage Removal:** It is the responsibility of the Tenants to ensure that all garbage and recycling is being brought to the curb on a **WEEKLY BASIS**. Surplus bags are to be tagged as per the City By-law. Please ensure that you familiarize yourselves with the garbage day and bag tagging requirements.
- In the event that grass cutting, snow removal or garbage/yard cleanup is not being completed by the Tenants, the Property Manager shall use his/her own discretion to order a crew to look after the maintenance of the property. EACH tenant will be charged a *minimum* \$50.00 per visit plus dumping fees made by the Outdoor Maintenance Crew that shall be due promptly within 14 days of receipt of invoice.
  - Tenants specifically agree not to collect or allow empty alcohol bottles to accumulate around the property. All empties not found stored in a proper manner will be removed with no compensation.
  - The entire outside of the property is to be free of garbage, newspapers, flyers, bottles, indoor furniture etc.. Should the tenants not be maintaining the outdoors properly; the same charges will be applied as previously stated.
  - Garbage bins and recycling containers will only be supplied at the owner's discretion.
  - Mismanaging your waste results in mice, rats, insects, foul odours, complaints from neighbours and fines by the city. These rules will be strictly enforced and any damages or infestations caused by blatant disregard of written warnings will result in charges being billed to the house. The minimum charge for an exterminator is \$150.00.
  - Any FINES enforced by the city will be for the responsibility of the Tenants to pay.
- h) **Plumbing:** The Tenant(s) shall be responsible for all clogged drains and toilets and dishwashers. No garbage, refuse, food, sanitary napkins, tampons or paper towels are to be flushed down the toilet or allowed to enter the drainage system. All costs to rectify sewage backup, overflow or blockages as well as any resulting damages will be billed to the tenant if said problem was caused by the tenant's neglect and/or carelessness. \*\*Should there be any clogs the Tenant will notify us to have our repair technician fix the problem; Tenants shall pay the bill to the technician on-site or Landlord within 14 days of receiving the bill. Should any tap be continuously dripping or if any toilets are running, the tenant agrees to notify the landlord immediately to make necessary repairs.
- i) **Utilities:** If it is an all-inclusive rent, the Tenants agree to a Utility Cap of \$375 per month for gas, hydro and water (averaged over the year). The utility cap is shared with all other tenants residing in the premises. The Landlord reserves the right to ask the tenants to pay any overage if the utilities are abused. The Central Air Condition, if present, is a luxury and NOT part of your rent. If it is being misused or in need of repair due to tenant neglect, it can be shut off at the discretion of the Landlord. Neglect includes leaving it on during long absences from the premises, setting the temperature below 18 degrees, not shutting it off temporarily to give it a rest and running the unit when the temperature outside below or about 18 degrees.
- j) **Smoking:** All Rentals 101 properties are designated **NON-SMOKING**, inclusive of tobacco, marijuana and any other materials. Smoking is specifically prohibited in all areas of the rented premises, common areas, hallways, stair wells, parking lots, roof tops and within 5 feet of the property. Recreational drug use

shall not be permitted within the rental unit or on the premises at any time. The Landlord reserves the right to have any and all guests removed from the premises at any time if called to the Premises regarding this issue. Per the Joint and Several terms of this lease all the tenants can be held responsible for any damages caused by any guest or tenant smoking in the property up to and including repainting the entire interior of the property. Violation of this may result in the termination of the lease agreement. ALL cigarette butts must be disposed of properly. **PLEASE DO NOT LITTER.**

- k) **Odors:** The tenant 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 Rentals 101 sole opinion. R.T.A S.33
- l) **Cleanliness:** Tenants understand that under the Residential Tenancies Act they are responsible to "keep your unit clean, up to the standard that most people would consider ordinary or normal cleanliness". On a weekly basis, the following should take place: all carpets are to be vacuumed, floors mopped, toilets, tubs and sinks are to be washed. Kitchen appliances are to be cleaned especially the oven to prevent fire hazards. If the property at any time becomes excessively dirty, and the tenants ignore landlord warnings, cleaners will be sent in to clean at the Tenant's expense (\$50 PER TENANT). R.T.A S.33
- m) **Window Coverings:** The Tenants are responsible for whatever window coverings are currently in the house. If none are present, the Tenants are responsible for providing their own curtains, blinds or coverings for the windows and patio doors, etc. No bed sheets, flags or towels permitted.
- n) **Screens:** Any screens that are broken, ripped or bent are subject to a minimum \$50 replacement fee, and all residents are responsible for the broken screens in their unit, regardless of who broke them.
- o) **Light Fixtures:** The Tenants are responsible for whatever light fixtures are currently in the house. Any changes to light fixtures or fans will be completed by the tenant themselves. In the event you do makes some changes, the old light fixture is to be re-installed prior to the end of your tenancy. Furthermore, the tenants are also responsible for all light bulbs for said light fixtures.
- p) **Inspections:** The Tenants shall permit to a monthly property inspection to be performed with minimum 24 hours' notice given.

#### 9. Residents Right to Privacy:

I. Rentals 101 shall give one day's notice of their intent to enter the Tenant's Premises during reasonable hours but such Notice need not be given in the event of an emergency or if the Tenant consents to the Landlord's entry without such Notice being given.

II. Entry to Show the Rental unit upon termination of rental period given by either party of lease agreement as stated in the Tenant Protection Act, Section 20 which states:

A landlord may enter the rental unit without written notice to show the unit to prospective tenants if

- a) The landlord and tenant have agreed that the tenancy will be terminated or one of them has given notice of termination to the other;
- b) The landlord enters the unit between the hours of 8 am and 8 pm; and
- c) Before entering, the landlord informs or makes a reasonable effort to inform the tenant of the intention to do so. R.T.A S 25,26,27,28

- 10. **Over holding:** In the event that the tenant or Sub-Tenant, by failure to abide by the covenants, rules and regulations herein contained, effectively denies Rentals 101 the ability to clean and re-rent the rented premises by providing vacant possession at 12:00 pm (noon) on the last day of the lease, then the Tenant shall, in addition to being liable to Rentals 101 for compensation for the use and occupation of the rented premises after the expiry of the residential lease agreement, shall indemnify Rentals 101 for all loses, costs, damages and expenses, including legal expenses for which Rentals 101 shall be liable or shall suffer or sustain as a result of the failure of the tenants to vacate the rented premises upon the expiry of the residential lease agreement. R.T.A. S. 86, 10

11. **Extended Possession date:** If the landlord is unable to give possession of the rental premises on the date of commencement of the term for any reason, the landlord shall not be subject to liability to the applicants and shall give possession as soon as the landlord is able to do so. The rent shall abate until the landlord offers possession of the rented premises to the tenants.
12. a) **Vacant Possession:** Your occupancy on the Beginning Date is subject to the Rented Premises being vacant and it being fully ready for you to occupy. Prior to you taking possession, the property will be emptied out of all past tenant belongings, garbage and the premise will be quickly cleaned. The Tenants will be responsible for making sure the property is cleaned to their own standards.
- b) **Pre-inspection:** At time of taking possession, whoever is present to pre-inspect the premises will do so on behalf of the entire group. At this time, ALL keys will be handed out. By taking the keys and occupying the premises this is conclusive that the Tenants agree that: they acknowledge having inspected the Premises prior to taking possession and found the Premises to be in a good and clean condition and that all appliances and equipment and services listed herein are present and in good working order. Any deficiencies in this regard will hereby be listed on the attached Appendix A: Schedule of Assumed Damage, Otherwise, unless duly noted on the Appendix A, the Tenants accept possession as acknowledged hereby.
- c) **Out-going inspection:** At least one Tenant shall schedule an out-going inspection with a member of Rentals 101 to complete an "Out-going Inspection Report". At this time a walk-through of the property will be conducted. You will reimburse us immediately for any damage to the Premise beyond reasonable wear and tear as determined by us. Your refusal to sign the report will not relieve you or your obligations under this lease. Also, in order to ensure your deposit be refunded the Premise must be clear of all garbage, belongings and furniture as outlined in Section 14. By not conducting an out-going inspection the entire group forfeits their deposit.
13. **OTHER CONDITIONS OR PROVISIONS:**
- (a) **Access:** The Tenants permit the Landlord to enter the Premises during their absence after proper notice has been given. Notice may be given by text, phone, email or note on door.
- (b) **Subletting/Assignment:** The Tenant agrees not to assign or sublet the Premises without the Landlord's consent. The Landlord shall not unreasonably withhold consent. After consent is given, both parties are to sign a consent form and phone numbers of sub letter(s) must be provided. An assignment or sublet without the permission by the Landlord will be void and will, at the Landlord's option, terminate this lease. R.T.A S.97
- (c) **Increase in Rent:** The Landlord agrees not to raise the rent for the next 12 months and any increase given shall be in accordance with the applicable provincial Landlord/Tenant Act.
- (d) **No Pets:** The tenant agrees not to keep pets on the rented premises without the prior written consent of the landlord and their fellow roommates. The tenant shall be responsible for any damages done to the rented premise by the pet, and shall reimburse the Landlord for the cost of any repairs resulting from the damages. The tenant agrees to clean up after the pet so that there is no pet hair, urine or feces remaining or visible anywhere in the rented premises.
- (e) **Disturbances:** Any and all complaints from the neighbours regarding a tenant or their guest's poor behaviour, loudness obstruct of property, vandalism or otherwise shall not be tolerated by the Landlord in any way. Any and all complaints from the neighbours shall be reviewed appropriately and communicated in writing and forwarded to the Tenant and could serve as basis for Termination of the said Lease Agreement with 30 days' notice provided.
- Niagara Regional Police have adopted a zero tolerance policy and will not hesitate to hand out fines of \$300 for each person per offence under the "Nuisance By-Law".**
- (f) **Damages/Vandalism:** All Tenants will be responsible for ALL damages done to the Premises by any tenants or their guests. All repairs will be carried out by the Landlord or Landlord's Agent on their own schedule and payment for said repairs will be made within 14 days of completion unless other arrangements have been agreed upon.

(g) **Parking:** Subject to the provisions of this lease, the Tenant is entitled to the use of parking on the designated area on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space. The Tenant hereby gives the right to the Landlord to remove, at the Tenant's risk and expense, all vehicles that are inoperable or not bearing valid permits. Parking facilities are provided at the Tenant's own risk. At NO time is parking permitted on the grass, sidewalk or any other area than the designated driveway. No parking is permitted in front of a fire hydrant nor shall they block the sidewalks at any given time.

(h) **Internet & Cable:** Tenant understand that the Landlord does not guarantee a cable or internet outlet in every room. If service is provided, it is with the understanding that this service is mutually exclusive to the rent. The internet is not provided for the use of downloading purposes (ie. music, movies or watching television) anything over and above the usage of 120 GB in any given month will be charged back to the tenants.

(i) **Fire Safety:**

Appliances: The Tenant is **NOT** to have within the bedrooms **ANY** appliances including but not limited to: space heaters, freezers, microwaves or cooking equipment of any type.

Smoke and Carbon Monoxide Detectors: **Tenants agree to test the Landlord supplied smoke alarms monthly and to immediately notify the Landlord if a battery needs replacing or smoke alarm is faulty.**

**The tenants agree not to disconnect, remove or otherwise tamper with any wiring in the premises, nor any smoke alarms that are installed in the premises. The tenant further agrees that the act of disconnecting, removing or otherwise tampering with any smoke alarm by the tenant or any guest of the tenants is illegal and subject to fines by the City fire department and will be grounds for immediate eviction of the tenant or the occupants involved. Any subsequent fines by the City will be paid by the tenants. The tenants acknowledge that this condition is necessary for the Life Safety of all occupants in the premises and the tenant hereby agrees to be bound by whatever date or time frame is set for eviction under such grounds by the Landlord. Ontario fire code, article 6.3.3.4**

**The tenants hereby acknowledge receiving a copy of the manufacturers' instructions for the carbon monoxide and smoke alarms.**

Fire Extinguishers: If these are used unnecessarily, a subsequent \$40 charge will be billed to the Tenants per extinguisher.

Candles: For Fire Safety purposes, no candles are to be used within the premises.

Furnace/Water Heater: No storage will be permitted within two feet of the furnace and water heater as per fire regulations.

Fire Pits/BBQ's: No outdoor fires or any form of pits will be used on the Premises. Proper BBQ's are permitted provided it is not in a garage and is kept away from the side of the house.

Tenants Initials \_\_\_\_\_ Agent Initial \_\_\_\_\_

(j) **Keys:** The Tenant shall be issued a copy of the Key to the Property upon taking possession. Neither Rentals 101, nor the tenant, shall, without first obtaining the written consent of the other, alter or cause to be altered the lock on any door to the premises, or affix a security latch upon any entry door to the rented premises provided. If permission is give to install additional locks in the property the tenant will provide Rentals101 a key for said lock(s). The tenant upon termination of this residential lease

agreement, will deliver to Rentals 101 all keys provided by Rentals 101. Failure to return all copies of provided keys shall result in a charge of twenty dollars (\$20) per key being deducted from the tenants deposit or invoiced to the tenant for payment. Any replacement keys requested by the tenant during the term will be provided by Rentals 101 at a cost of twenty dollars (\$20) per key. Any requested re keying of the locks by the tenants shall be provided by Rentals 101 at a cost of one hundred and fifty (\$150) per lock. It shall not be the responsibility of Rentals 101 to admit tenants who have locked themselves out of the premises. Door unlock service is available by Rentals 101 during office hours upon payment of a thirty dollar (\$30) service fee, and after hours upon payment of a one hundred dollar (\$100) service fee when available. Alternatively you can call a locksmith.

**(k) Signed Rent Receipts:** Any and all signed receipts will be issued for tax purposes. The first copy is at no charge, each subsequent copy will cost \$5. Please email [info@rentals101.ca](mailto:info@rentals101.ca), the rent receipt shall be attached by return email in PDF format.

**(l) Contractor Appointments:** if an appointment is made for a contractor to visit your house and you agree that someone will be home but the contractor is unable to get in to the unit a charge equal to the contractors service fee will be levied against the tenants on the basis of this missed service call.

**14. End of Tenancy:** At the expiration of the lease term, the Tenants will quit and surrender the premises in as good a state and condition as they were at the commencement of this Lease, with reasonable use and wear by the elements expected. All furnishings and belongings, and all garbage shall be removed from the premise. Failure to do so will result in the Tenants being billed for all costs incurred for cleaning services and garbage removal including labour and dumping fees. **No Collective Contract Deposit** will be returned unless all previously stated conditions have been met including the return of all keys. Once conditions have been acceptably met, one check will be made out for the entire group.

(A) should this lease agreement be for a student rental; the tenants agree to notify us no later than **December 15th** as to their intentions to renew their lease agreement for another year. As it is a termination lease.

**15. Insurance:**

The Landlord will insure the Premises for standard coverage. The Tenants shall provide their own Tenant's Insurance coverage for their contents and their personal liability; such coverage may be made by an extension from a Guarantors homeowner's policy. A Certificate of insurance shall be forwarded to the Landlord as proof of such insurance.

**16. Landlord's Agent: Rentals 101 Leasing & Property Management**

The following company is authorized to act on behalf of the Landlord and is specifically authorized to accept notices of the Tenant's complaints and to accept any service of legal process or notice. All correspondence at ALL times is to be forwarded to the address noted at the bottom of this Agreement and not to the homeowner. **Any night time or weekend calls can be directed to the office voice messaging system and will be responded to accordingly. Please refer to our website [www.rentals101.ca](http://www.rentals101.ca) for all maintenance requests.**

**17. All Representations in Writing:**

The tenant agrees that there was no promise, representation or undertaking by or on the part of Rentals 101 with respect to an alterations, remodeling or decoration of, or installation of fixtures in the rented premises that induced the tenant to enter into this agreement

**18. Entire Agreement:** This document is agreed to be a complete record of the residential tenancy Lease Agreement. All Parties with signatures here are to have a complete copy of this Agreement. All representations, commitments and agreements must be included herein in writing and agreed to by all Parties or they are not enforceable.

**20. Additional Provision / Conditions / Comments:**

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**This Lease Agreement has been duly executed and made binding upon the Parties as follows:**

**The Tenants:**

- 1) x \_\_\_\_\_ 2) x \_\_\_\_\_ 3) x \_\_\_\_\_  
4) x \_\_\_\_\_ 5) x \_\_\_\_\_ 6) x \_\_\_\_\_  
7) x \_\_\_\_\_ 8) x \_\_\_\_\_ 9) x \_\_\_\_\_

**The Landlord's Agent:** \_\_\_\_\_

**On behalf of Landlord:** \_\_\_\_\_

**Landlord's Agent Address:**

140 Lake Street  
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