

LEASE

This lease is entered into on the ____ day of _____,

BETWEEN _____, LESSOR (owner) c/o Domus Student Housing, 405 King St. N., Suite 114, Waterloo, ON N2J 2Z4
Ph: 519-342-0608 Fax: 519-342-0697 Email: management@domushousing.com and

AND: TENANT 1
(Referred to in this Lease as “You” or the “Lessee”)

(Surname) (Given name)

AND: TENANT 2
(Referred to in this Lease as “You” or the “Lessee”)

(Surname) (Given name)

AND: TENANT 3
(Referred to in this Lease as “You” or the “Lessee”)

(Surname) (Given name)

AND: TENANT 4
(Referred to in this Lease as “You” or the “Lessee”)

(Surname) (Given name)

AND: TENANT 5
(Referred to in this Lease as “You” or the “Lessee”)

(Surname) (Given name)

AND: TENANT 6
(Referred to in this Lease as “You” or the “Lessee”)

(Surname) (Given name)

AND: TENANT 7
(Referred to in this Lease as “You” or the “Lessee”)

(Surname) (Given name)

AND: TENANT 8
(Referred to in this Lease as “You” or the “Lessee”)

(Surname) (Given name)

1. DESCRIPTION OF PREMISES, TERMS AND RENT:

We, the LESSOR, agree to provide for you, the LESSEE, _____ Unit _____, Rm _____, Waterloo, ON _____, _____ parking spots included.

You the “Residents” agree to rent and we the “Owner” agree to provide for your residential use under the following conditions:

The “Residents” will rent the Rented Premises beginning the FIRST day of ____, 2010 at 2:00 p.m. (“Beginning Date”) and ending the FIFTH LAST day of ____ 2013 at 2:00 p.m. (“Expiry Date”).

The tenant may, up until DECEMBER 15, 2010, give written notice to terminate the tenancy as of _____ 27th, 2011.

The tenant may, up until DECEMBER 15, 2011, give written notice to terminate the tenancy as of _____ 27th, 2012.

The tenant may, up until DECEMBER 15, 2012, give written notice to terminate the tenancy as of _____ 27th, 2013.

If any one tenant in the unit signs an agreement to terminate tenancy, this shall be considered termination by all tenants.

The LESSEE agrees to pay a total monthly rent of \$ _____/month
not including utilities (hydro, water, gas, hot water tank rental, cable, telephone, internet, etc.)

The "Residents" agrees to further pay a monthly utility fee (toward hydro, water, gas and hot water tank rental expenses only) for the Rented Premises.
Budgeted at \$50/tenant/month (based on previous year) \$ _____/month

Optional services also included in the monthly rent: _____ \$ _____/month

The "Residents" will receive a \$50.00 discount per person should rent be paid no later than the 1st of each month before 12:00pm . \$ _____/month

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

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

a) \$ _____ as deposit to be applied as prepaid rent towards the last and first months' rent of the term of this Lease. Due at signing of this Lease. Please make deposit out to **DOMUS STUDENT HOUSING INC.**

b) \$100.00 total as a **refundable** deposit for the modem/router (IF APPLICABLE) to be used for the free internet services (SEE ABOVE). 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 modem/router is returned in good working condition at the end of the tenancy. ****If applicable, internet will be included at no extra cost ONLY if each tenant submits his/her guarantor form and void cheque for the entire length of the lease no later than 1 week after signing this agreement.**** AGENT INITIAL IF COMPLETED: _____

c) \$200.00 **EACH** as a **refundable** deposit for **all keys/furniture/appliances/security deposit**. Due at the signing of this lease and made out to **DOMUS STUDENT HOUSING INC (post-dated to the start date of your lease)**. This deposit will be returned to the tenant provided the keys are returned at the end of the tenancy and the rented premises has not been excessively damaged (including all provided furniture, appliances) as confirmed upon an outgoing inspection. Should any furniture, appliances, or any surfaces/fixtures of the rented premises be damaged, the security deposit will not be reimbursed and any extra costs will be charged to all Lessees.

d) \$ _____, due on the first day of each month starting the month after 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, no later than 1 week after signing this contract. Please make any post-dated cheques out to **DOMUS STUDENT HOUSING**. Please note that there is a NSF charge of \$25.00 for all and any bounced rent payments.

2. DELIVERY OF POSSESSION: If the Lessor is unable to provide possession of the Rented Premises on the Beginning Date because a previous residents refuses to leave, or for any other reason, the Lessor 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. When you or we terminate this Lease or you vacate the Rented Premises an "Outgoing Inspection" will be conducted by the Lessor and/or his representatives. You will reimburse the Lessor immediately for any damage to the Rented Premises beyond reasonable wear and tear.

3. ENTRY: Lessee agrees that at all reasonable times during the term of this lease; Lessor 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. Furthermore the lessee agrees that the Lessor may enter the rented premise in the manner specified under provincial guidelines for the purpose of exercising its rights to show the same to prospective new tenants.

4. ASSIGNMENT OR SUBLEASING: Lessee agrees not to lease, sublet or assign to another student any part of said premises without the advanced written consent of Lessor. The Lessor shall not unreasonably withhold consent to sublet and all subletters must be students.

5. CARE OF PREMISES: Lessee shall keep the 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 Lessee's fault the toilet was clogged, the charge for the plumber will be the responsibility of the Lessee. Lessee shall not make any alterations including paint, wallpaper, nails or picture hangers in the premises without the written consent of Lessor. Any additional repairs or cleaning required and the end of the lease term to be made by the Lessor, except normal wear and tear, or those noted in initial inspection report, shall be charged equally to all relevant boarders.

6. JOINT AND SEVERAL RESPONSIBILITIES: In consideration of the Lessor renting the Rented Premises to the Lessees, and if more than one of them, jointly and severally, as does each Guarantor for their respective son/daughter's portions only, its successors and assigns, guarantees to the Lessor the payment by the Lessees of rent (and all other sums of money in accordance with the provisions of this Lease) and that the Lessees will perform and observe all their covenants, agreements and obligations under this Lease.

7. LOCKS AND KEYS: The lessee shall not alter or add to the locking system on any entry or bedroom door of the rented premise without the written permission of the Lessor. In the event the Lessee locks himself out of the rented premise, the Lessor 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 Lessor if the Lessor agrees to unlock the Premises (\$35.00 per visit). Keys are provided gratuitously and must be returned upon termination of lease. A charge of \$50.00 will apply for each set of lost or unreturned key(s).

8. RULES AND REGULATIONS: The Lessee agrees to occupy the Premises for no other purpose than that of a residential dwelling, to abide by the Rules and Regulations of this Agreement or Lease and to perform all covenants herein contained.

- a) Repairs needed for appliances such as refrigerator, stove and washer /dryer shall be the responsibility of the Lessor unless they are needed as a result of use other than normal wear and tear. Lessor shall provide the following chattels: __ Fridge, __ Stove, __ dishwasher, __ microwave, __ washing machine, __ dryer.
- b) Lessee shall not remove any appliances from unit, nor bring any major appliances into unit without prior written consent of lessor. Lessee shall not use portable electric heaters, or hot plates. Telephone connectors shall only be placed in the premises at such location as shall be approved by, and designated by the Lessor or his agent.
- c) The following furniture will be provided with the rented premises and must be returned in original condition minus regular wear and tear. Failure to return the furniture in said condition will result in a minimum \$200 charge. Furniture incl:

- d) Damage or tampering to appliances may lead to removal of equipment and its users shall share cost equally unless blame can be positively determined. Damage to interior common areas including kitchen and baths shall be shared equally by its users unless blame can be positively determined.
- e) Exterior damage shall be charged to all occupants of said property unless blame can be positively determined.
- f) No bicycles shall be kept inside individual units. Bicycles should be stored in the designated areas.
- g) Occupant shall do cleaning of kitchen and bath routinely; this is to include weekly cleaning of floors toilets and bathtubs. Cooking to be limited to kitchen area only.
- h) Lessee is responsible for their own garbage. It is expressly agreed and understood that garbage shall not be stored for long periods of time inside the unit but shall be placed in the appropriate containers outside the rented premises as designated by the Lessor and if applicable, move these containers to the curb and back on garbage/recycling day.
- i) Lessee is responsible for any damage caused by visitors he or she allows on the premises.
- j) The Lessee shall not keep any pets on the property.**
- k) Lessor takes no responsibility to neither provide nor police neither parking areas nor its access. Lessor accepts no responsibility of vehicle, parking fines, loss or damage, including contents parked at rental premise. No parking on grass.
 - a) Private automobiles or other motorized vehicles will be parked only in spaces or area allotted to them from time to time by the Owner and not in any other spaces. *Inform landlord of vehicle plate numbers of cars to be parked at rented premises.
 - b) If you permit any vehicle to be parked in a location other than the allocated parking space, or areas, or should any such automobile remain in the allotted parking space or area for such time that we believe the vehicle has been abandoned, the Owner shall be entitled to remove the vehicle from the Property at the vehicle owner's risk and expense.
- l) The _____ will maintain access to and from the Rented Premises including snow removal from the walkways and sidewalks (driveways are excluded and are the responsibility of the Lessees), as per the Lessor's discretion. The Lessor will be responsible for cutting the lawn as well. Snow removal and lawn cutting will be done on your behalf at the cost of any entitled interest due on the residents' last month's rent deposit.
- m) Smoking is prohibited inside the premises.**
- n) 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.

- o) Lessee to notify in writing of any damage or structure defects, defective fire alarms, fire extinguishers and exit lights.
- p) Lessor is not required to provide tub or shower curtains.
- q) If fire occurs due to negligence of any tenant/subtenant/guests of tenants or subtenants which would render the unit uninhabitable the Lessor would NOT be required to provide alternate accommodation for Lessee and Lessee would be required to pay for damages and also continue fulfilling all terms of the lease.

9. INSURANCE: Lessee shall, during the entire period of the tenancy at his sole cost and expense, obtain and keep in full force and effect, content insurance in an amount equal to that which the Lessor, acting responsibly, considers adequate. The Lessee agrees to provide to Lessor, upon demand at any time, proof that all insurance is in full force and effect. Lessor shall maintain fire insurance on said building.

10. INDEMNIFICATION: Lessee will indemnify and save harmless the Lessor, the Lessor’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.

11. NOTICES: The Lessee may give all maintenance/other notices to the Lessor by emailing Domus Student Housing at management@domushousing.com. Notices can also be mailed to 405 King St. N., Suite 114, Waterloo, ON N2J 2Z4. Ph: 519-342-0608 Fax: 519-342-0697.

12. TERMS USED: Throughout this Lease the singular shall include the plural, the plural shall include the singular and the masculine gender shall include the feminine, as the context shall indicate or require.

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

IN WITNESS WHEREOF

the parties hereto have executed this LEASE this _____ day of _____ 200__.

SIGNED, SEALED and DELIVERED

in the presence of: Per _____ /s
(Landlord or his authorized agent)

(Witness signature) (Tenant 1 signature)

(Witness signature) (Tenant 2 signature)

(Witness signature) (Tenant 3 signature)

(Witness signature) (Tenant 4 signature)

(Witness signature) (Tenant 5 signature)

(Witness signature) (Tenant 6 signature)

(Witness signature) (Tenant 7 signature)