

STANDARD RESIDENTIAL TENANCY AGREEMENT

This Tenancy Agreement dated the _____ day of _____, made pursuant to the provisions of the *Residential Tenancies Act*, 2006, S.O. 2006, C.17 (the "R.T.A.") and any amendments thereto.

BETWEEN: Landlord CONCERT REALTY SERVICES LTD. on behalf of [ownershipname]

Address: 55 University Avenue, Suite 1601, P.O. Box 66 Toronto ON M5J 2H7
ADDRESS CITY PROVINCE POSTAL CODE

(Note: This is the legal name and address of the Landlord for the purposes of the *Residential Tenancies Act*, 2007)

and Tenant(s)
CORRECT LEGAL NAMES LAST NAME FIRST NAME MIDDLE NAME LAST NAME FIRST NAME MIDDLE NAME

Tenant(s)
CORRECT LEGAL NAMES LAST NAME FIRST NAME MIDDLE NAME LAST NAME FIRST NAME MIDDLE NAME

Rented Premises 1. The Landlord agrees to Rent to the Tenant(s) Unit No _____ (the "Rented Premises") at [buildingaddress] pursuant to the terms of this Tenancy Agreement.

Property 2. Property as used in this agreement means the building located at [buildingaddress] including the parking garage and grounds.

Use of Premises 3. The Tenant(s) agrees to use the Rented Premises for residential purposes in accordance with all applicable federal, provincial, municipal and other laws; to abide by the covenants, agreements, rules and regulations of this Tenancy Agreement; and not to allow the Rented Premises to be occupied by anyone other than the Tenant(s) and Permitted Occupant(s) identified in this Tenancy Agreement.

Occupants 4. It is understood that so long as the Tenant(s) identified in this Tenancy Agreement occupies the Rented Premises, only the following additional person(s) are permitted to occupy the Rented Premises:

| | | | | | |
|-----------|------------|-------------|-----------|------------|-------------|
| LAST NAME | FIRST NAME | MIDDLE NAME | LAST NAME | FIRST NAME | MIDDLE NAME |
| | | | | | |
| LAST NAME | FIRST NAME | MIDDLE NAME | LAST NAME | FIRST NAME | MIDDLE NAME |
| | | | | | |

Should the Tenant(s) cease to occupy the Rented Premises for any reason, it is acknowledged that the Permitted Occupant(s) did not and will not occupy the Rented Premises as tenants and will be trespassers. Guests shall not be permitted to remain in the Rented Premises longer than fourteen (14) days without the prior written consent of the Landlord.

Term 5. The Tenant(s) shall occupy the Rented Premises, subject to the present tenant(s) vacating and subject to the Rented Premises being ready for occupation, for a _____ month term beginning on the _____ day of _____, 2011 and ending on the _____ day of _____, 2012, (the "Term") subject to the terms of this Tenancy Agreement. If the Landlord is unable to give possession of the Rented Premises on the commencement date of the Term for any reason, the Landlord shall not be subject to any liability to the Tenant(s) or the Permitted Occupant(s) and shall give possession as soon as the Landlord is able to do so, however, the Rent payable under this Tenancy Agreement shall be adjusted on a per diem basis accordingly. Failure to give possession on the commencement of the Term shall not in any way affect the validity of this Tenancy Agreement, the obligations of the Tenant(s) or in any way be construed to extend the Term of this Tenancy Agreement.

Rent 6. The Tenant(s) agrees to pay the Rent set out below to the Landlord at the Landlord's office or such place as directed from time to time by the Landlord. **The Rent is due and payable in advance on the first day of each and every month of the Term.** Acceptance by the Landlord from time to time of other forms of payment is not a waiver of this requirement. Rent paid by someone other than the Tenant(s) is deemed to be Rent paid on behalf of the Tenant(s). For purposes of this Tenancy Agreement and any renewals or extensions thereof, Rent paid after the first day of the month on more than three (3) occasions shall constitute persistent late payment of Rent within the meaning of the R.T.A., or any successor Act. Arrears of Rent shall bear interest at the rate of 2% per month calculated from the date upon which Rent is due until paid and any such interest may be collected as Rent. The Tenant(s) shall pay to the Landlord, in addition to the Rent, an administration charge in the amount of \$25.00 plus any applicable bank charges for each and every payment of Rent which the Tenant's bank or financial institution refuses to honour, and such charge may be collected as Rent.

Tenant Initials

| | | | |
|--------------------------------------------|-----------|----|--------|
| Basic Unit Rent: | | \$ | /month |
| Parking: \$ | /stall # | \$ | /month |
| Storage Locker: \$ | /locker # | \$ | /month |
| Other: | | \$ | /month |
| Total Monthly Payable (the "Rent"): | | \$ | /month |

Pro-rated Rent 7. Where the Term begins on a day that is other than the first day of a month, then the Tenant(s) shall pay to the Landlord a pro-rated Rent of \$ _____ in advance to cover the period from _____ day of _____, 20 _____ to _____ day of _____, 20 _____.

Prepaid Rent 8. The Tenant(s) agrees to deposit with the Landlord an amount equal to the Rent as prepaid Rent to be applied towards the Rent for the last month of the tenancy created by this Tenancy Agreement or any renewal thereof. On or before the effective date of any Rent increase, the Tenant(s) shall increase the deposit so that the deposit at all times is equal to the Rent as increased from time to time. At the option of the Landlord, interest on this deposit, as required by the R.T.A., may be applied first to any outstanding Rent or charges and the balance, if any, paid directly to the Tenant(s) or applied first to increase the deposit, with the balance of the annual interest, if any, credited or paid to the Tenant(s).

Utilities 9. In addition to the Rent the Tenant(s) agrees to pay to the supplier directly or to the Landlord as a reimbursement of charges paid by the Landlord to the supplier on behalf of the Tenant(s) for each of the following services applicable to the Rented Premises:

- Natural Gas for Heat Cable T.V. Telephone/Internet Hydro Water

The Tenant(s) acknowledge and agree that they must subscribe to the Natural Gas/Hydro provider prior to occupancy. In the event that any supplier amends its policy during the Term of this Tenancy Agreement, or any renewals thereof, such that the payment to the supplier is required to be made by the Landlord, then the Tenant's reimbursement to the Landlord shall not constitute a Rent increase.

Tenant's Covenant 10. The Tenant(s) covenants not to use or permit the Rented Premises to be used for an illegal act; nor to do anything or permit to do anything in the Rented Premises or its environs which impairs the safety or other right or privilege of any other Tenant; nor to permit such number of persons to occupy the Rented Premises on a continuing basis where such number is in contravention of any health or safety standards or the Landlord's occupancy criteria.

Assignment or Sublet

11. The Tenant(s) agrees not to assign or sublet the Rented Premises without first receiving the written permission of the Landlord to do so, which request shall not be unreasonably refused by the Landlord; however the Landlord is entitled to charge an administration and processing fee of \$300.00 in respect of the expenses associated with same.

Care of Rented Premises

12. The Tenant(s) covenants to keep and leave the Rented Premises clean and in a good state of repair at all times throughout their tenancy. The Tenant(s) will remove any visible moisture on windows, walls, ceilings, floors and other surfaces as soon as possible in order to prevent development of mold. The Tenant(s) will not make alterations or decorate and the Tenant(s) will not change the paint colour, add wallpaper or change any finish in the Rented Premises. The Tenant(s) shall pay for any damage to the Rented Premises, the appliances and facilities, and the common areas of the Property where such damage is caused by the willful or negligent conduct of the Tenant(s), any of the Permitted Occupants, or any person permitted into the Rented Premises or any of the common areas by the Tenant(s) or Permitted Occupant(s). The Tenant(s) agrees to restore the Rented Premises to the same condition as it was at the beginning of this tenancy, at the Tenant's own expense, upon the termination of this tenancy for any reason whatsoever. The Tenant agrees when the Tenant leaves the premises, to leave it in a good and clean condition and remove all rubbish and unwanted possessions from the premises and residential property before moving out. If the Tenant fails to leave the premises in a good and clean condition, the Tenant will be subject to claims by the Landlord. The carpets have been professionally cleaned at the start of the rental period and the Tenant will pay for or arrange for professional cleaning at the end of the rental period, in addition to paying for any cleaning, repair, damage, or painting costs deemed to be the Tenant's responsibility.

The Tenant(s) acknowledges that the Rented Premises and the Property will require maintenance and modernizing, from time to time, and that carrying out such work may cause noise, disruption and inconvenience to the Tenant's use and occupancy. The Tenant(s) acknowledges and agrees that if such repairs interfere with the Tenant's use and quiet enjoyment of the Rented Premises, the Tenant(s) shall not be entitled to any adjustment to the Rent.

The Tenant(s) shall advise the Landlord of any repairs or maintenance (including but not limited to water leaks, water infiltration and mold) required to be done by the Landlord by giving notice in writing, using the Landlord's usual form (the "Request for Maintenance/Repairs"). Completing such Request for Maintenance/Repairs constitutes and is deemed to be consent by the Tenant(s) to allow the Landlord to enter the Rented Premises without further written notice. Failure to notify the Landlord of the need for such repairs will result in the Tenant(s) being held responsible for any property damage or health problems that may result.

Right of Entry

13. The Tenant(s) acknowledges that the Landlord has the right to enter the Rented Premises at any time without written notice in the event of an emergency. The Tenant(s) further acknowledges that the Landlord has the right to enter the Rented Premises in accordance with the requirements of the R.T.A. and the Tenant(s) acknowledges and agrees that it is good and sufficient notice for the Landlord to specify a range of hours, such as "between 8:00 a.m. and 8:00 p.m." in specifying the proposed time of entry. The Tenant(s) agrees that the Landlord shall be entitled to enter the Rented Premises to conduct inspections, view the state of repair, service the heating and air conditioning system, take photographs, perform maintenance and make such renovations, repairs, alterations, and changes of any kind whatsoever in and about the Rented Premises which in the Landlord's sole discretion are necessary or desirable (the "Changes"). The Tenant(s) consents to such entry and to the Landlord making the Changes. The Tenant(s) acknowledges that such entry and the making of the Changes shall not constitute a breach of any express or implied covenant of the Tenant(s) use, quiet enjoyment or possession.

Condition of Premises

14. The Tenant(s), by taking possession of the Rented Premises, acknowledges that the Rented Premises, all common areas, facilities, appliances and appurtenances are in a good state of repair, clean, well maintained, fit for use and habitation and appear to be free from defects. The Tenant(s) agrees to notify the Landlord in writing within seven days of the beginning of the Term of this Tenancy Agreement of any deficiencies in the Rented Premises. The Tenant(s) agrees that there was no promise, representations or undertaking whatsoever by or binding upon the Landlord with respect to any alterations, remodeling or decorating of or installation of equipment or fixtures or other representations in respect of the Rented Premises except such, if any, as expressly set forth in this Tenancy Agreement. The Tenant(s) agrees to maintain the Rented Premises in the same condition as existed at the beginning of this Tenancy Agreement, reasonable wear and tear excepted.

Rules and Regulations

15. The Tenant(s) agrees to observe and cause the Permitted Occupant(s) to observe and comply with any notice posted by the Landlord and with each of the rules and regulations attached as Schedule "A" hereto and, upon written notice by the Landlord, any amendments or additions thereto. If the Rented Premises is or becomes a unit within a registered condominium corporation subject to the *Condominium Act*, or any successor Act, the Tenant(s) agrees to be bound by the declaration, by-laws and rules of the Condominium Corporation and the said Act.

Automobiles/ Parking

16. The Tenant(s) agrees that if the Tenant(s), Permitted Occupant(s) or guests use the parking facilities the Tenant's automobiles will be parked only in the space or spaces allotted to the Tenant(s) from time to time by the Landlord, and the Landlord reserves the right to reassign such parking space(s). The Tenant(s) shall provide to the Landlord such information as it may require to identify the Tenant's automobile and the Tenant(s) shall affix to the automobile such identification, if any, as may be designated by the Landlord from time to time. The Landlord shall have no obligation to provide more than the number of parking spaces identified in clause 1 of this Tenancy Agreement, or to supply any alternate parking space where the Tenant's automobile is unable to fit into the space available. No washing, waxing, maintaining or repairing of any vehicle or automobile is permitted on any portion of the Property including, but not limited to, the parking areas and driveway. The Tenant(s) covenants not to keep unlicensed or inoperable vehicles, any commercial vehicle, any vehicle that is powered by propane or natural gas, any recreational vehicle, trailer, boat or other object in any parking space. The Tenant(s) acknowledges and agrees that any unauthorized automobile, vehicle or object placed in any parking space by the Tenant(s), any Permitted Occupant(s) or any of their guests will be removed by the Landlord and the Tenant(s) agrees to reimburse and indemnify the Landlord for any expense, damages and costs which the Landlord may incur in removing, storing or disposing of any such unauthorized vehicle or item.

Liability

Tenant Initials

17. The Tenant(s), Permitted Occupant(s) and guests shall not do or permit anything to be done in or about the Rented Premises or the Property, or bring or keep anything therein which will in any way create a risk of fire or increase the rate of insurance on the Rented Premises or the Property. **Barbecuing on balconies and the making of fires in or about the Rented Premises and the Property is strictly prohibited.** In-suite fire alarm speakers and detection devices and the Property safety systems shall not be interfered with and the Tenant(s) acknowledges that breach of this provision constitutes interference with the safety of the other tenants and is grounds for eviction. All fire alarm signals shall be obeyed. If the Tenant(s) requires special assistance in the event of fire, the Tenant (s) shall notify the Landlord in writing within seven days of the commencement of the Term or of any change in the Tenant's circumstances giving rise to such need for assistance.

Pets

18. The Tenant(s) undertakes not to bring or keep a pet or exotic animal in the Rented Premises or the Property without prior advising the Landlord and executing the Landlord's Pet Agreement.

In the event that the Tenant(s) does bring or keep a pet or exotic animal in the Rented Premises, the Tenant(s) acknowledges and accepts full liability for any loss or damages that may be caused by bringing or allowing a pet to be brought to the Property and the Tenant(s) shall indemnify and save the Landlord harmless from any claim arising against the Landlord as a result of the Tenant(s) bringing a pet to the Property or by the keeping of a pet by the Tenant(s) or Permitted Occupant(s).

Common Areas

19. The sidewalks, entry, passageways, stairways and other areas used in common with other tenants shall not be obstructed or used by the Tenant(s) for any other purpose than proper access to and from the Rented Premises. The Tenant(s) shall not permit or erect any partition or fence on, in or about the Rented Premises. The Landlord shall have the right to limit access to the Property by delivery services and the Landlord shall not accept deliveries of goods, parcels, or services on behalf of the Tenant. Bicycles shall be kept only in areas designated by the Landlord and shall not be carried into the Rented Premises through the main public entrance, elevators or main halls. No sale or auction of any kind shall be held in or about the Rented Premises or the Property.

- Locks / Access** 20. Each adult Tenant named in this Tenancy Agreement is entitled to an entrance Key or access device, (the "Key") as applicable to the Property and to the Rented Premises. The Tenant(s) may purchase additional Keys for Permitted Occupants or to replace Keys that have been lost. The Landlord reserves the right to provide additional replacement Keys at the Landlord's current replacement cost.
The Tenant(s) hereby consents to any change of locks, access systems, locking devices and security systems in the Property, including the direct entry door to the Rented Premises, provided the Landlord gives one replacement Key to each Tenant. Neither the Tenant(s) nor anyone permitted access to the Rented Premises by the Tenant(s) or any Permitted Occupant(s) shall change, alter or add any locking device to any door in the Rented Premises or the Property without the prior written consent of the Landlord. If the Landlord consents, the Tenant(s) shall forthwith provide a Key to the Landlord for any such locking device. The Tenant(s) acknowledges and agrees that any breach of this provision of this Tenancy Agreement constitutes a serious impairment to the safety of the Landlord's other tenants and may be relied upon by the Landlord as grounds for terminating this tenancy.
- Noise** 21. The Tenant(s) shall not cause or permit noise or interference of any kind, which in the opinion of the Landlord or its agents may disturb the comfort, or reasonable enjoyment of the Landlord or other tenants.
- Reasonable
Enjoyment** 22. The Tenant(s) covenants that the Tenant(s), Permitted Occupant(s) and guest(s) will not do anything in the Rented Premises or the common areas that is objectionable or which might injure the reputation of the premises, or substantially interferes with the reasonable enjoyment of the Property by the Landlord or the other tenants.
- Removal of
Property** 23. The Tenant(s) agrees that blinds, carpeting, appliances or other similar types of fixtures or chattels provided by the Landlord shall not be removed or disconnected from the Rented Premises.
- Electrical/
Mechanical** 24. In the event of a breakdown of the electrical or mechanical systems, the Landlord will not be liable for damages for personal discomfort, but the Landlord will carry out repairs with reasonable diligence.
- Taxes** 25. The Landlord will pay all real property taxes for the Rented Premises as assessed against the Landlord.
- Termination
Notice** 26. If either the Tenant(s) or the Landlord wishes to terminate the tenancy at the end of the Term of this Tenancy Agreement, or any renewal thereof, then either party shall give written notice in accordance with the T.P.A. or any successor Act, not less than sixty (60) days prior to the expiration of the Term of this Tenancy Agreement, or any renewals thereof, to be effective on the last day of a month of the tenancy. The Tenant(s) shall give any written notice of termination to the Landlord by delivering such notice to the Landlord, or mailing such notice to the Landlord, only at the office of the Landlord indicated in this Tenancy Agreement (or any amendments thereto). Following delivery by the Tenant(s) of the notice of termination, the Tenant(s) shall arrange with the Landlord for an "Outgoing Inspection Report" to be completed, which inspection shall be attended by the Tenant(s). If the Tenant(s) fails to arrange or attend such appointment, then the Tenant(s) is deemed to accept the Landlord's copy of such report as accurately reflecting the condition of the Rented Premises at the time of completing the report. The Tenant(s) further acknowledges and agrees that once notice of termination has been given by either party to the other, the Landlord may enter the Rented Premises to show prospective tenants in accordance with the T.P.A. or any successor Act. The Tenant(s) shall prepare the Rented Premises appropriately for showing by ensuring that it is clean and tidy and in good state of repair. The Tenant(s) shall be liable for any damages the Landlord may experience, including but not limited to lost Rent, for any interference or obstruction by or on behalf of the Tenant(s) with the Landlord's efforts to enter the Rented Premises for this purpose.
If the Tenant ends the fixed term tenancy before the end of the original term as set out above, the sum of **\$300.00** shall be paid by the Tenant to the Landlord **as liquidated damages and not as a penalty** to cover the administration costs of re-renting the said premises. The Tenant shall be responsible for all the Rent due until the end of the Term of this Tenancy Agreement. If, however, the Landlord places an alternate tenant in the "Rented Premises" during the remaining Term, the Tenant's obligation to pay Rent shall cease upon the alternate tenant taking occupancy. The Landlord and Tenant acknowledge and agree that the payment of the said liquidated damages shall not preclude the Landlord from exercising any further right of pursuing another remedy available in law or in equity, including, but not limited to, damages to the premises and damages as a result of loss of rental income due to the Tenant's breach of the terms of this agreement.
- Failure to
Give Notice** 27. If, prior to the expiry of the Term of this Tenancy Agreement, or any renewal or extension thereof, a new agreement has not been executed, or proper notice of termination has not been given by either party, then the Tenant(s) shall continue as a monthly Tenant under the same terms and conditions as in this Tenancy Agreement, subject to any proper notice of Rent increase given by the Landlord. The Tenant(s) shall notify the Landlord in writing within thirty (30) days of receiving any notice of Rent increase of any defect in the said notice, which is relied upon by the Tenant(s), failing which the notice of Rent increase is accepted by the Tenant(s) as valid and enforceable.
- Failure to Give
Possession** 28. In the event that the Tenant(s) is required to deliver up vacant possession of the Rented Premises on or before a certain date (the "Termination Date"), and the Landlord enters into a tenancy agreement with a third party to Rent the Rented Premises for a Term that begins after the Termination Date, and the Tenant(s) fails to vacate the Rented Premises on or before the Termination Date, thereby causing the Landlord to be liable to such third party, then the Tenant(s) shall, in addition to all other liability to the Landlord for such over holding, indemnify the Landlord for all damages suffered thereby.
- Breach of
Covenant** 29. Should the Landlord be in breach of any covenant herein provided, the Tenant(s) shall be required to give written notice of such breach within 30 days of such breach coming to it's attention. Provided further if such breach be remedied there shall be no further liability for the breach and provided further that if no such notice is given, the Tenant(s) shall not have any remedy for the said alleged breach.
- Tenant's
Insurance** 30. The Tenant(s) shall carry appropriate and adequate insurance coverage for fire, smoke, water damage, theft and property damage and for public liability during the Term of this Tenancy Agreement and any renewals or extensions thereof, at the Tenant's own expense. The Tenant(s) shall provide proof to the Landlord that such insurance is in effect, and the Tenant(s) warrants to keep such insurance (or similar replacement) in effect for the full Term of the tenancy. In the event the Tenant does not place adequate insurance as required by this Tenancy Agreement, they are deemed to be self insuring. In doing so the Tenant(s) personally guarantees to the Landlord that they will be responsible for all costs of fire, smoke, water damage, theft and third party liability caused by any act of the Tenant(s), guests or invitees of the Tenant(s) or permitted occupants. The Tenant(s) expressly agrees to indemnify and save the Landlord harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and damage to property, or any of them, arising from any occurrence in or about the Rented Premises, occasioned in whole or in part by any act or omission of the Tenant(s) or anyone permitted to be in or about the Rented Premises or the Property by the Tenant(s).
- Recreational /
Amenity
Facilities** 31. This Tenancy Agreement does not give the Tenant(s) any right or permission to use recreational/amenity facilities, if any, on the Property. If the Tenant(s) is permitted by the Landlord to use the recreational/amenity facilities (if any) the Tenant(s) agrees to comply with such rules and regulations governing their use as may be made by the Landlord from time to time, including any rule or regulation requiring payment of a fee determined by the Landlord for the use of such facilities. The Landlord may eliminate the recreational/amenity facilities, if any, or any part thereof at any time without notice to the Tenant(s) and without reduction or abatement of Rent hereunder. The Landlord and Tenant(s) agree that persons using the recreational/amenity facilities do so at their own risk.
- Abandoned
Premises** 32. If the Rented Premises are vacant on the rental due date and no payment of Rent has been received by the Landlord, notwithstanding that there may be a deposit on account of last month's Rent, it shall be presumed that the Tenant(s) has abandoned the Rented Premises and the Landlord shall be entitled to immediate possession of the Rented Premises.

Tenant Initials

Tenant Initials

Liability

33. The Landlord shall not in any event whatsoever be liable or responsible in any way for:
a) any personal injury or death that may be suffered or sustained by the Tenant(s) or any employee of the Tenant(s), Permitted Occupant(s), or any member of the Tenant's family, any agents or guests, or any other person who may be upon the Rented Premises or the Property; or
b) any loss or damage or injury to any property including vehicles and contents thereof belonging to the Tenant (s) Permitted Occupant(s) or to any member of the Tenant's family or to any other person while such property is on the Rented Premises or on the Property; or
c) without limiting the generality of the foregoing, 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 Rented Premises or the Property of the Landlord or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter; or
d) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
e) any damage caused by anything done or omitted to be done by any tenants of the Landlord; or
f) any damage to or loss of any property left in or on the Rented Premises or the Property subsequent to the Tenant(s) giving up possession of the Rented Premises whether or not said delivery of possession by the Tenant(s) was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other Tenant(s) of the Landlord, or any other person; or
g) any damage to or loss of property incurred by the Tenant(s) as a result of an "Act of God", being such as but not limited to the following: severe storm, lightning, flood, infestation of vermin, insects.

Bankruptcy

34. Where the Tenant(s) has become insolvent and has filed a consumer proposal within the meaning of the *Bankruptcy and Insolvency Act*, as amended, or has become bankrupt, then the provisions of this clause of the Tenancy Agreement apply. The Tenant(s) shall inform the Landlord of the Tenant's insolvency and/or bankruptcy forthwith. The Landlord shall rank as a preferred creditor in respect of any arrears of Rent pertaining to the three months preceding the date of insolvency or bankruptcy, whichever applies. Upon the Tenant becoming a bankrupt, the Term of this Tenancy Agreement is converted to a month-to-month tenancy, notwithstanding that there may have been an un-expired portion of the original Term. All other covenants and provisions of this Tenancy Agreement continue to apply. On the day following the date upon which the Tenant(s) files a consumer proposal or becomes bankrupt, whichever applies, the Tenant's obligation to pay Rent shall immediately commence for the balance of the month in which the Tenant(s) files a consumer proposal or becomes bankrupt, as applicable, and thereafter Rent shall be payable in advance on the first day of each month. The Landlord shall rank as a preferred creditor in respect of accumulated arrears for use and occupation of the Rented Premises until sixty days following the date that the Tenant(s) gives vacant possession to the Landlord, or until the Premises are re-rented, whichever is earlier. Any arrears following the date of bankruptcy are to be calculated on the basis of a per diem of the Rent payable under this Tenancy Agreement.

Tenant's Warranty

35. The Tenant(s) warrants the truth of all facts and statements provided by or on behalf of the Tenant(s) in the Rental Application, including but not limited to the Rental Application form and letters of reference provided to the Landlord. The Tenant(s) acknowledges and agrees that any misstatement or omission in the Rental Application constitutes a material misrepresentation and this Tenancy Agreement may be rendered void at the option of the Landlord.

Entire Agreement

36. The Tenant(s) acknowledges that prior to signing this Tenancy Agreement the Tenant(s) has read and understands this Tenancy Agreement, and consents to all of the covenants, terms, conditions and provisions of this Tenancy Agreement. This Tenancy Agreement and the Rental Application constitute the entire agreement between the Landlord and the Tenant(s) with respect to the Rented Premises and they shall not be amended, modified or waived in whole or in part except by further written agreement attached to or endorsed on this Tenancy Agreement by the Landlord or the Landlord's authorized agent and the Tenant(s).

Severability

37. Any term, condition, covenant or provision of this Tenancy Agreement that is determined to be invalid or unenforceable shall be severed from this Tenancy Agreement and the remainder of this Tenancy Agreement, and any renewals thereof and the Rules and Regulations attached as Schedule "A", as amended from time to time, shall remain in full force and effect.

Joint and Several Liability

38. Everything contained in this Tenancy Agreement and the Rules and Regulations attached as Schedule "A" shall extend to and be binding on the respective heirs, executors, administrators, and successors of each of the parties to this Tenancy Agreement. All covenants, terms, conditions and provisions of this Tenancy Agreement shall be joint and several.

Tenant Particulars

39. The Tenant(s) agrees to update all file and Rental Application information as requested by the Landlord from time to time. The Tenant(s) understands that this information update is a pre-requisite to any renewal of the Tenancy Agreement. The Tenant(s) agrees to execute a new Tenancy Agreement for any renewal or extension of the Term of this Tenancy Agreement upon the request of the Landlord. The Tenant(s) acknowledge and agree to allow the Landlord to perform credit check form a credit reporting agency at any time with respect to the tenancy.

Satellite Dish/ Antennae

40. The Tenant(s) shall not install any satellite dish, T.V. antennae or such similar device in or upon the Rented Premises (Including the balcony or terrace) or on the Property.

Tenant Initials

Other

41. See attached Schedule A (Rules and Regulations)

Landlord Initials

Tenant Initials

Other

42.

Landlord Initials

Tenant Initials

THE TENANT HEREBY ACKNOWLEDGES HAVING READ THIS FOUR PAGE TENANCY AGREEMENT, INCLUDING SCHEDULE "A" IN ITS ENTIRETY AND AGREES TO THE PROVISIONS CONTAINED HEREIN.

Dated at Toronto, Ontario this _____ day of _____, 20__ .

Agreed and signed by each adult TENANT _____

Tenant's Phone Number _____
Tenant's Fax Number _____
Tenant's E-mail Address _____

Agreed and signed by LANDLORD _____

Rental Office Phone Number _____
Rental Office Fax Number _____

RECEIPT OF TENANCY AGREEMENT:

The Tenant(s) hereby acknowledges receipt of an executed copy of this Tenancy Agreement this _____ day of _____, 20__ . I/We have authority to accept a copy of this Tenancy Agreement on behalf of myself and all Tenants identified in this Tenancy Agreement.

Date _____ Tenant: _____
Print Name: _____ Signature _____