

Residential Lease

MEMORANDUM OF LEASE

Made this _____ day of _____, 201(x)

Between:

LESSOR (hereinafter called the "Landlord")

-and-

LESSEE (hereinafter called the "Tenant")

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said Tenant, to be paid, observed and performed, the said Landlord has demised and leased and by these presents does demise and lease unto the said Tenant:

ALL THOSE CERTAIN PREMISES known and described as

TO HAVE AND TO HOLD the said demised premises for and during the term of

to be computed from the ____ day of _____, 201(x), and from thenceforth ensuing and to be fully completed and ended on the ____ day of _____, 201(x).

YIELDING AND PAYING THEREFOR monthly and every month during the said term hereby granted, unto the said Landlord, the sum of \$_____ per month, payable in equal monthly installments of_____ each in advance on the first day of each month during the said term, the first payment to be made on the first day of _____,201(x).

The said Tenant covenants with the said Landlord to pay rent.

AND to repair (reasonable wear and tear, and damage by fire, lightning and tempest only excepted);

AND that the said Landlord may enter and view state of repair;

AND that the said Tenant will repair according to notice in writing (reasonable wear and tear and damage by fire, lightning and tempest excepted);

AND that they will leave the premises in good repair (reasonable wear and tear and damage by fire, lightning and tempest only excepted);

AND will not assign or sublet the whole or any part of the demised premises without leave; the Tenant hereby waives and renounces the benefit of any present or future act of the Legislature of the State which would allow the Tenant to assign or sublet this lease, without leave of the Landlord.

AND the said Tenant covenants with the said Landlord, its successors and assigns:

(a) THAT the said demised premises will not, during the said term, be at any time used for any other purpose than the residential occupancy of the Tenant and the spouse and children of the Tenant, if any.

(b) THE Tenant hereby covenants to pay all charges for electric energy (for light and power) and gas used by the Tenant in the demised premises.

(c) THAT the Tenant will not erect or affix or remove or change the location or style of any partitions or fixtures, without the written consent of the Landlord being first had and obtained.

(d) THAT the Tenant and family, visitors, servants and agents will at times during the occupancy of the demised premises observe and conform to such reasonable rules and regulations set forth in Schedule "A" hereto and of which the Tenant shall be notified,

such rules and regulations being deemed to be incorporated in and form part of these presents.

(e) THAT, in the event of the Landlord desiring at any time during the term, or any renewal thereof, to remodel the said building, or any part thereof, or to take down the said building, the Tenant will on receiving four months' notice in writing, surrender this lease and all the remainder of the term, if any, then yet to come and un-expired, as from the day mentioned in such notice, and will, subject nevertheless to the provisions hereinbefore contained thereupon, vacate the premises and yield up to the Landlord the peaceable possession thereof.

IT IS UNDERSTOOD that the said four months' notice need not expire at the end of the year or at the end of any month, and in the event of the day fixed for termination of the lease expiring on some other day than the last day of a month, the rent for such month shall be apportioned for the broken period.

IT IS AGREED between the Parties hereto that in the event of a sale of the said premises or if the said premises be expropriated or condemned by any Department of the Federal, State or Municipal Governments then the Landlord shall have the right notwithstanding anything herein contained to terminate this lease upon giving three months' notice in writing to the Tenant of his intention so to do or by paying the said Tenant a bonus of three months' rent, in which latter event, the Tenant undertakes to vacate the said premises at the expiration of thirty (30) days from the delivery of such notice.

The Landlord covenants with the Tenant for quiet enjoyment.

The Landlord further covenants with the Tenant as follows:

(a) To pay all taxes and rates, municipal, parliamentary or otherwise, including water rates for the normal supply of water to the said premises, assessed against the demised premises of the Landlord or Tenant on account thereof;

PROVIDED THAT;

(i) IN THE EVENT of the Tenant being assessed as a Separate School Supporter, and by reason thereof the amount of the taxes payable on the said premises being increased over the amount payable on an assessment as a Public School Supporter, then and in such event the Tenant covenants and agrees with the Landlord to pay to the Landlord the amount of such increase upon demand being made therefor in writing by the Landlord. It is understood and agreed that such increase shall be payable by the Tenant notwithstanding the fact that at the time such demand is made,

the Tenant may have ceased to be a tenant of the Landlord. In the event of the Tenant failing to pay to the Landlord the amount of such increase upon demand as herein provided, then the Landlord shall have the same rights and remedies for collection thereof as for the rent in arrears.

(b) To heat the said premises between the 15th day of October and the 1st day of May next ensuing in each year in such manner as to keep the said premises at a reasonable temperature for the reasonable use thereof by the Tenant during reasonable business hours except during the making of repairs, and in case the boilers, engines, pipes, or other apparatus or any of them used in effecting the heating of the said demised premises shall at any time become incapable of heating said premises as aforesaid, or be damaged or destroyed, to repair said damage or replace said boilers, engines, pipes or apparatus or any of them or (at the option of the Landlord) substitute other heating apparatus therefor within a reasonable time, provided, however, that the Landlord shall not be liable for indirect or consequential damages for personal discomfort or illness arising from any default of the Landlord;

(c) To give the Tenant, his family, agents, clerks, servants and all persons transacting business with the Tenant, in common with other persons, the right to enter the demised premises by means of the main entrance and free use of the stairway and passages from the street to the said premises at all reasonable times, subject to rules and regulations in regard to the said building as may be passed by from time to time.

PROVISO for re-entry by the said Landlord on nonpayment of rent or nonperformance of covenants.

IT IS FURTHER DECLARED AND AGREED that in case the said premises or any part thereof, become and remain vacant and unoccupied for the period of fifteen days, or be used by any other person or persons, or for any other purpose than as above provided, without the written consent of the Landlord, this lease shall, at the option of the Landlord, cease and be void, and the term hereby created expire and be at an end, anything hereinbefore to the contrary notwithstanding and the proportionate part of the current rent shall thereupon become immediately due and payable, and the Landlord may reenter and take possession of the premises as though the lessee or other occupant or occupants of said premises were holding over after the expiration of the term; or in such case instead of determining this lease as aforesaid and reentering upon the demised premises, the Landlord may take possession of the demised premises, or any part or parts thereof, and let and manage the same and grant any lease or leases thereof upon such terms as to the Landlord or its assigns may appear to be reasonable, and demand, collect, receive and distrain for all rental which shall become payable in respect thereof, and apply the said rentals after deducting all expenses incurred in connection with the demised premises and in the collection of

the said rent including reasonable commission for the collection thereof and the management of the demised premises, upon the rent hereby reserved, and the Landlord and its assigns and every such agent acting as aforesaid from time to time, shall in so acting be the agents of the Tenant, who alone shall be responsible for their acts, and the Landlord and its assigns shall not be accountable for any moneys except those actually received, notwithstanding any act, neglect, omission or default or any such agent acting as aforesaid.

AND IT IS FURTHER DECLARED AND AGREED THAT the Landlord shall not be liable for any damage to any property at any time upon the demised premises arising from gas, steam, water, rain or snow, which may leak into, issue or flow from any part of the said building, or from the gas, water, steam or drainage pipes or plumbing works of the same or from any other place or quarter or for any damage caused by or attributable to the condition or arrangement of any electric or other wires in the said building.

The Tenant shall be liable for any damage done by reason of water being left running from the taps in the demised premises or from gas permitted to escape therein.

AND the Landlord shall not be responsible for any personal injury which shall be sustained by the Tenant, the family of the Tenant, or any other person who may be upon the demised premises or in the said building or the entrances or appurtenances thereto. All risks of any such injury being assumed by the Tenant, who shall hold the Landlord harmless and indemnified therefrom.

THE Tenant shall give the Landlord prompt written notice of any accident or other defect in the sprinkler system, water pipes, gas pipes or heating apparatus, telephone, electric or other wires or any part of the premises.

PROVIDED that the Tenant will not do or permit anything to be done on the said premises or permit or keep anything therein which may be annoying to the Landlord or other occupants of the said building or which the said Landlord may deem to be a nuisance and that no machinery shall be used therein which shall cause any undue vibration in or to the said premises and that in case of the Landlord or any other occupants of the said building reasonably complaining that any machinery or operation or process is a nuisance to it or them or which causes any undue vibration or noise in the said premises, that upon receiving notice thereof, the said Tenant will immediately abate such nuisance. The said Tenant covenants not to obstruct or interfere with the rights of the Landlord or other occupants of the said building or in any way injure or annoy them or conflict with any of rule and regulations of the Board of Health or with any Statute or municipal bylaw.

THE Landlord agrees to pay for normal water consumed on the said premises but in the event any abnormal consumption of water either by reason of the character of the occupancy of the Tenant or by the use of mechanical or other contrivances the Tenant consents to the installation of a water meter at his own expense, if necessary, and further agrees to pay for the excess water consumed on the said premises.

THERE shall be no abatement from or reduction of the rent due hereunder, nor shall the Tenant be entitled to damages, losses, costs or disbursements from the Landlord during the term hereby created on, caused by or on account of fire, water, sprinkler systems, partial or temporary failure or stoppage of heat, light, elevator, live steam or plumbing service in or to the said premises or building, whether due to acts of God, strikes, accidents, the making of alterations, repairs, renewals, improvements, structural changes to the said premises or buildings or the equipment or systems supplying the said services, or from any cause whatsoever; provided that the said failure or stoppage be remedied within a reasonable within a reasonable time.

THAT the Tenant will permit the Landlord to exhibit the demised premises during the last three months of the term to any prospective tenant and will permit all persons having written authority therefor to view the said premises at all reasonable hours.

THAT any notice which either of the parties is required or permitted to give pursuant to any provision of this lease may, if intended for the Tenant, be given by a writing left at the demised premises or mailed by registered mail addressed to the Tenant at the demised premises, and if intended for the Landlord by a writing left at the premises of the Landlord at

or mailed by registered addressed to the Landlord at the Landlord's said premises, and such notice shall be deemed to have been given at the time it was delivered or mailed, as the case may be.

PROVIDED further and it is hereby agreed that should the Tenant hold over after the expiration of this lease and the Landlord thereafter accept rent for the said premises, the Tenant shall hold the said premises as a monthly tenant only of the Landlord's but subject in all other respects to the terms and conditions of this lease.

The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

Unless the context otherwise required, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include and shall mean the executors, administrators, successors and/or assigns of the said Landlord and Tenant, respectively, and when there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several. "Landlord" shall also mean and include "Lessor" and "Tenant" shall also mean and include "Lessee".

Dated this _____ day of _____, 201(x).

TENANT NAME _____

SIGNATURE _____

LANDLORD NAME _____

SIGNATURE _____