

Agreement for Tenancy

The Lessees known as the “**Single Cooperative Household**” (SCH);

#1	#2
#3	#4
#5	#6

Hereby jointly and severally rent from Kevin Flood, herein called the landlord, the safe affordable self contained rental unit accommodation, known by the municipal address of:

_____, Windsor, Ontario, from 12:00 pm, 30th day of April, 2009, to 11:59am, 30th day of April 2010 at a monthly rental of \$_____.xx
 _____ Dollars _____ Cents

The term “**Single Cooperative Household**” (SCH) shall refer to the Tenants collectively and to each Tenant member of said Household, herein.

CONDITIONS

1. A Non-Refundable deposit, part of last month’s rent \$_____, is required at this time.
2. April 2010’s rent, "the last month’s rent", must be paid in full thirty days after signing the lease, failing which this Agreement of Tenancy shall be null and void at the discretion of the landlord. The \$_____ deposit shall be forfeited & costs to re-rent shall be the burden of the “**Single Cooperative Household**” SCH.
3. May rent is payable by April 23, 2009. Failure to meet this condition shall, at the discretion of the landlord, terminate this Agreement of Tenancy making this lease null and void, forfeiture of the last month’s rent, with the “**Single Cooperative Household**” agreeing to pay all cost to re-rent. For the remainder of the “Agreement of Tenancy” monthly rental payment dates are:

Rent Month	Payment Date		Rent Month	Payment Date		Rent Month	Payment Date
June	May 29, 09		July	June 30, 09		August	July 30, 09
September	August 29, 09		October	September 30, 09		November	October 30, 09
December	Nov. 30, 2009		January	December 30, 09		February	January 29, 2010
March 2010	Feb. 26, 2010						

4. There will be 50.00 charge for cheques not honoured at the bank of the issuer. Interest of 1.5% per month (18% per annum) will be applied to any unpaid rent.
5. Cheques and or direct deposits not received by the prescribed payment date shall be subject to a \$50.00 late fee, plus interest charged at 1.5% per month (18% per annum) applied to the unpaid rent.
6. The “**Single Cooperative Household**” is responsible for snow removal. Please note the City of Windsor bylaw for sidewalk snow removal. Snow and ice are to be removed promptly from walkways, in the interest of safety of the lessees, their guests and passers-by.
7. The “**SCH**” is responsible for the state of cleanliness of the self contained rental unit, and the cleaning of the self contained rental unit. Any furniture left outside the home, whether protected by a sheltered porch or not, shall be deemed abandoned garbage and shall be disposed of by the landlord after November 1/09. The members of the Household shall decide an allocation of bedrooms and shall be responsible to report any safety or maintenance issues with the rental unit, promptly to the Landlord.
8. The “**Single Cooperative Household**” agrees to pay the water, gas, and electricity. The “**SCH**” hereby grants CONSENT to the applicable utility company to share account information with the landlord.

I have read and understood this page INIT.____ INIT.____ INIT.____ INIT.____ INIT.____ INIT.____

- A) The power/natural gas shall never be disconnected to the refrigerators or furnaces. The thermostat for the furnace shall not be set lower than 60° F or 15.5° C during the term of tenancy.
- B) The main water shut off valve located in the _____ of the basement, on the _____ wall shall be shut off at any and all times the home is vacant for more than 48 hours. The tap on the main floor kitchen sink shall be left in the open position if the home is vacant for more than 48 hours.
- 9. **The “Single Cooperative Household” understands it is against the law to disable smoke alarms or fire extinguishers.** Any problems with the electrical system, fire prevention equipment or fire hazards are to be reported to the landlord immediately. Tenants shall not allow accumulation of combustible materials on the rental premises. Any inspections by Fire Prevention Officers, Building Inspectors etc. are too reported to the landlord, **before** such inspectors are granted entry by the Tenants, so that the landlord may be present during such inspections.
- 10. The **“Single Cooperative Household”** is responsible for the hookup and reconfiguration of the cable and telephone. All cost shall be incurred by the **“Single Cooperative Household.”**
- 11. Blockage of toilets or sewer lines caused by foreign objects (sanitary pads, condoms etc.) shall be at the cost and the responsibility of the **“Single Cooperative Household.”**
- 12. The landlord is responsible for normal maintenance and repair of the appliances. All homes come with washer, dryer, stove and 2 refrigerators. Dishwashers in homes are as is. Replacements are at the discretion of the landlord. Problems with the appliances are to be reported immediately to the landlord.
- 13. Other than the appliances as indicated in CONDITION 12, the **“Single Cooperative Household”** will be responsible to supply all furnishings, cooking utensils, draperies, and all other items required.
- 14. Room utilization in the self contained rental unit will solely be the responsibility of the members of the **“Single Cooperative Household.”** No locking mechanism in the unit shall be altered, no locking mechanism added without the landlord’s consent.
- 15. **Please note:** Parking on City of Windsor streets near the University requires a city issued parking permit for a fee. **“Single Cooperative Household”** is responsible to make its own parking arrangements. It is illegal to park in front yards "off driveways". The bylaw fine is severe.
- 16. The **“Single Cooperative Household”** must indicate in writing by January 9th, 2009 if it wishes to renew the lease. It is understood that the home will be available to show to prospective new tenants on or after January 9th, 2008 if a new lease is not signed. Viewing hours shall be 11:00am – 9:00pm, Monday through Saturday. Any locked doors will be opened. The Tenants acknowledge this as 48 hour notice of such showings.
- 17. At the discretion of the landlord, a cleaning fee may be charged if necessary in to clean the home prior to showing to perspective tenants.
- 18. Damage, theft, or otherwise to the **“Single Cooperative Household’s”** personal property will not be covered by the landlord, nor the landlord’s insurance company. Tenants are urged to provide their own property and liability insurance.
- 19. Proviso for re-entry by said lessor on non-payment of rent or non-performance of covenants. The landlord is hereby granted permission for re-entry to inspect for maintenance, safety and repairs of the rental unit, or of the rental complex during normal business hours, from time to time. There will be three required safety inspections. After the 48 hour notice has been given, safety inspections will be carried out between May 1,2009 – May 14, 2009; Aug 24, 2009 – September 7, 2009; and January 4, 2010 – January 18, 2010.
- 20. The right of the **“Single Cooperative Household”** to sublet the rented premises is subject to consent of the landlord, and such consent shall not unreasonably be withheld. The **“SCH”** at all time during the tenancy shall be responsible for any sublet’s contract, unpaid rent, damage, and any and all other applicable conditions of the lease. The unit is not to be utilized as a lodging house by the Tenants, but as a single housekeeping unit collectively maintained and controlled by the Tenants in accordance with the provisions of this tenancy agreement.
- 21. The **“Single Cooperative Household”** at all times will be responsible for acts, omissions, disturbance or damage by any and all people outside or inside the self contained rental unit property, and will indemnify the landlord from all accidents, loss, damage or claims for loss or personal injury to the Tenants or their invitees. The **“SCH”** is encouraged to obtain a Tenants’ insurance policy, containing third party liability protection.

I have read and understood this page INIT.____ INIT.____ INIT.____ INIT.____ INIT.____ INIT.____

- 22. NO SMOKING IN THE SELF CONTAINED RENTAL UNIT.
- 23. All pet damage shall be responsibility of the **“Single Cooperative Household”** and such repairs to such damage shall be paid as additional rent. Ordour to carpets, hardwood flooring, walls etcetera shall be considered damage.
- 24. All damage to the rental unit must be reported to the landlord in writing by registered mail no latter than May 7, 2009.
- 25. When giving up possession, the self contained unit must be left in a clean undamaged condition at the expiry of the lease. Costs associated with the normal damage repairs are as follows.

Broken interior door: \$125.00, includes stain and installation
 Broken interior door jam: \$100.00, includes new trim, stain and installation
 Broken exterior door: \$400.00, includes jams, new trim, stain and installation
 Broken window: \$125.00 on site plus actual cost to repair at shop.
 Carpet cleaning: (shampooing) \$1.00 / sq. ft. based on cleaning the whole room plus charge of rental cleaner.
 Carpet damage: Burns from curling irons, clothes irons, cigarettes, tears and rips.
 Price includes removal, costs of new carpet and installation for the whole room plus cleanup.
 Hardwood floor damage: Price includes removal, costs of new carpet, installation and cleanup.
 Repairing small drywall hole: \$75.00 if hole is < than 4 sq. inches. Includes paint and cleanup.
 Repairing large drywall hole: \$5.00 / sq. ft. based on replacing the whole wall. Includes paint and cleanup.
 These are for holes > than 4 square inches.

Other damage to include but not limited to nicotine staining, smoke damage, ripped, torn, broken screens and or frames of screens, damaged plumbing fixtures, damaged cabinets, missing or broken light covers, missing or damaged smoke and CO2 alarms, garbage on lawns, broken trees and shrubs, all exterior damage to building etcetera shall be charged as costs of materials, travel time, and hourly rate.

Labour for carpentry, electrical, plumbing, drywall, landscaping shall be charged at \$50.00 / hour plus material.

Painters and cleaners shall be charged at \$35.00 / hour plus material.

Garbage not delivered to curb prior to garbage day shall be charged at \$75.00 / pickup load or part there of.

Toilet and sewer blockages: Minimum \$125.00 daytime charge, \$200.00 nighttime, plus travel.

Interest of 1.5% per month (18% per annum) will be applied to the unpaid damages commencing at the expiry of this lease.

- 26. The **“Single Cooperative Household”** authorizes the use of pictures of the self contained rental unit, which may include the **“SCH”**, sub letters, guests, friends, and the contents of the home, to appear on world wide web, flyers, and other signage. The **“SCH”**, will indemnify the landlord from the inappropriate action of others adversely affecting the unit or its marketability on the world wide web.
- 27. The within tenancy agreement and its schedules, shall constitute the entire agreement between the parties, prevailing over all communications, representations, undertakings or prior agreements, written or oral, between the parties and their respective representatives.
- 28. The landlord has supplied the **“Single Cooperative Household”** with the two page ‘Landlord and Tenant Board’ information for new tenants.
- 29. It is understood that the **“Single Cooperative Household”** approached the Lessor as a group to rent the single family home. The Lessor had no input regarding decisions on how and who the individual members of the **“SCH”** were formed.
- 30. By signing, each member of the **“Single Cooperative Household”** agrees to the above terms and conditions, and acknowledges receipt of a copy of this lease. The **“SCH”** warrants that the self contained residential unit shall never be used as a rooming house or lodging home. No occupant will have exclusive privileges or possession of any part of the unit. The As prospective tenant(s) we were given 24 hours to consider the agreement for tenancy before being required to sign it and we hereby waive independent legal advice.

I have read and understood this page INIT.____ INIT.____ INIT.____ INIT.____ INIT.____ INIT.____

Please place a colour photocopy of your driver's license in the box	Please place a colour photocopy of your driver's license in the box
---	---

	I accept the 30 terms & conditions	I accept the 30 terms & conditions
Print Name	#1	#2
Cell #, UW ext.		
Email		
Parent's Address		
City, Postal Code		
Parent's Phone #		
Parent's Email		
Date & Signature		

Please place a colour photocopy of your driver's license in the box	Please place a colour photocopy of your driver's license in the box
---	---

	I accept the 30 terms & conditions	I accept the 30 terms & conditions
Print Name	#3	#4
Cell #, UW ext.		
Email		
Parent's Address		
City, Postal Code		
Parent's Phone #		
Parent's Email		
Date & Signature		

I have read and understood this page INIT.____ INIT.____ INIT.____ INIT.____ INIT.____ INIT.____

Please place a colour photocopy of your driver's license in the box	Please place a colour photocopy of your driver's license in the box
---	---

	I accept the 30 terms & conditions	I accept the 30 terms & conditions
Print Name	#5	#6
Cell #, UW ext.		
Email		
Parent's Address		
City, Postal Code		
Parent's Phone #		
Parent's Email		
Date & Signature		

Signed and delivered

Date _____

Landlord _____ Signature _____

I have read and understood this page INIT. _____ INIT. _____ INIT. _____ INIT. _____ INIT. _____ INIT. _____

Information Sheet

Gas Service to Home for Heat

Union Gas: 1-888-774-3111

There is a \$35.00 connection fee. A security deposit of \$250.00 is required. You may request a credit check as a solution to wave the security fee. The connection fee and security deposit will appear on your first bill.

Electricity and Water Service to the Home

Enwin Utilities: 519-255-2727

There is a \$31.80 connection fee. Inform them you will need both water and hydro service. You will be required to post a security deposit of \$280.00 no later than 14 days after service has been switched to your name. You may request a credit check at a cost to you of \$15.90 as a solution to wave the security fee.

Hot Water Tank Rentals and Service

Reliance Home Comfort: 1-866-735-4262, 1-866-RELIANCE

It is your responsibility to schedule the repair and to allocate a responsible person to be on site to allow the repair person entry into the home. There is no charge for normal wear and tear. **Always check the identity of the repair person before opening the door.**

Phone Service

Bell Canada: 310 bell

Long distance plans - call Distributel: 519-254-1055

Always check the identity of the repair person before opening the door.

Cable Service

Cogeco: 1-866-427-7541

Bell: 310 surf

Always check the identity of the repair person before opening the door.

Snow Removal

The tenants are responsible for all snow and ice removal from the home walkways, driveways, and municipal sidewalks fronting the home, and the side of the home. The City of Windsor by-law states snow and ice must be cleared within 12 hours of snowfall.

Parking Permits

City of Windsor: 519-255-6298

To obtain a permit you need your vehicle registration and proof of residency. Vehicle registration must be the same as the residency address. Proof of residency can be a copy of your lease or an Enwin bill with your name and address on it. Only two permits may be obtained per residence. First permit is \$30.00 and second is \$15.00. Permits are obtained at the Windsor Traffic Engineering Department – 400 City Hall Square East, Suite 408 from 8 a.m. to 5 p.m. Monday thru Friday.

IT IS ILLEGAL TO PARK IN FRONT YARDS “OFF DRIVEWAYS”. The by-law fine is severe.

I have read and understood this page INIT.____ INIT.____ INIT.____ INIT.____ INIT.____ INIT.____

Notice From Landlord

Tenants are responsible to report all problems with appliances, heating and cooling equipment, safety equipment or hazards or City Fire or Building or Fire Inspections to the landlord immediately. In the event that the Landlord is unable to communicate with you, the following lists of telephone numbers are available.

Kevin Flood Home 519-253-0860
P.O. Box 118 Cell 519-796-6040
Essex, Ontario, N8M 2Y1 lancerhomes@hotmail.com

Rod Summerfield Home 519-737-9270
Cell 519-796-6041
rodlancerhomes@hotmail.com

Blocked Toilets and Sewers

Windsor Electric Eel Office 519-252-1983
Mike Paterson Cell 519-796-4186
Give address and inform him Kevin Flood is the landlord.

Appliance Breakdowns

Midway Home Appliance Office 519-736-8720
Owner – Jim Johnson Cell 519-259-9329

Essex Appliance Centre Office 519-776-6316
Appointments – Julie Office 519-776-8611
Owner – Gord Stevens

Electrical Emergency

Ed Gibbs Office 519-839-4558
Cell 519-818-0975

Furnace Heat Emergency

D & B Heating Office 519-737-9854
Owner – Don Deehan Cell 519-796-0512

General Maintenance and Carpentry Repair

John Berg Cell 519-816-8922

I have received a copy of the lease:

I have read and understood this page INIT.____ INIT.____ INIT.____ INIT.____ INIT.____ INIT.____