

TENANCY AGREEMENT BETWEEN
ALMAGUIN MANOR RESIDENCE
AND

_____, Unit # _____

This Tenancy Agreement is a legal agreement between us, Almaguin Manor Residence (herein after referred to as the "Landlord") or simply referred to as "we", "us", "our" or the "Management Group" and you (herein after referred to as the "Tenant(s)", simply referred to as "you" or "your" in this Agreement, whose signature(s) is on this Agreement.

The Landlord's address for the purpose of this Agreement and for service of any notices from you required under this agreement, the Residential Tenancies Act is: **Almaguin Manor Residence, Box 159, 178 Yonge Street, Burk's Falls ON POA 1C0.**

1 BASIC TERMS

1.1 You have agreed to rent Unit # _____ (hereafter referred to as the "Unit") of 178 Yonge Street, Burk's Falls, ON (hereafter referred to as the Almaguin Manor Residence) and we have agreed to rent the Unit to you on the terms and conditions contained in this Agreement. You agree to comply with your obligations as Tenant(s) under the terms of this Agreement and we agree to comply with our obligations as Landlord under the terms of this Agreement.

1.2 The basic terms of this Agreement are as follows:

- i. The initial term of this Agreement begins on _____, 20____ (being the first day you are entitled to occupy the Unit) and ends on the last day of the month you moved in.
- ii. After the initial term the Agreement will automatically be renewed on a month to month basis until either or both parties terminate it.
- iii. If we are unable to give possession of the Unit on the date you are entitled to have possession, we shall not be subject to any liability for failure to give possession and shall give possession as soon as we are able to do so. The rent shall abate until we offer possession of the Unit to you. Our failure to give you possession on the agreed date shall not in any way affect the validity of this Agreement and your obligations or shall not in any way be construed to extend the term of this Agreement.

1.3 Tenants of the Almaguin Manor Residence are required to adhere to the Rules and Regulations and any amendments to the Rules and Regulations as noted below but not limited to;

- iv. Schedule A: Additional Fee Policy
- v. Schedule B: Transfer/Waitlist Policy
- vi. Schedule C: Social Room Policy
- vii. Schedule D: Guest Policy
- viii. Schedule E: Pet Policy
- ix. Schedule F: Unit Inspection Report
- x. Schedule G: Mobility Scooter Policy
- xi. Schedule H: Key Policy

2 RENT

2.1 Beginning on the first day of the initial term, you are required to pay the **Almaguin Manor Residence** rent as calculated below;

One Bedroom \$ _____ + \$ _____ Utilities (water/wastewater/ hydro only)

Two Bedroom \$ _____ + \$ _____ Utilities (water/wastewater/ hydro only)

2.2 You agree to pay rent in full, on or before, the first day of each calendar month by postdated cheques, money order or electronic funds transfer.

2.3 For any reason a personal cheque is not honored and returned "NSF" you will pay an additional \$20.00 to cover administration fee and a service charge equal to the fee imposed by the financial institution.

2.4 All payments made to Almaguin Manor Residence will be applied against your account in a manner at our sole discretion and will generally be applied to the oldest outstanding debt, whether that debt is rent, service charges/fees and/or unpaid utilities, that you may be responsible for, or any other monies owing to us which we are entitled to collect.

2.5 Rental amounts, including utilities will increase annually according to the Ontario Consumer Price Index. Increases will take affect January 1st, of each year of tenancy.

2.6 Additional charges will be applied for items and or services not included in your rental agreement, see Schedule A: Rules and Regulations: Additional Fees for details.

3 OCCUPANTS

3.1 All tenants and secondary occupants of the Almaguin Manor Residence must be 60 years of age or older or turning 60 within the calendar year of application. Any person wishing to be indicated as a tenant or secondary occupant for the purpose of occupancy is required to provide proof of date of birth.

3.2 The Almaguin Manor Residence Units have a maximum occupancy per Unit as listed below:

- i. One Bedroom Unit: Maximum Occupancy two persons
- ii. Two Bedroom Unit: Maximum Occupancy four persons

3.3 The persons listed in Section 3.3.4 are Secondary Occupants not Tenants. Their occupancy rights end when the Tenancy is terminated for any reason. At the time the tenancy ends or is terminated, it is understood that the persons set out in this section did not and will not occupy the Unit as Tenants and will be over holding.

3.4 You, as the Tenant agree that only the following persons will be identified as Secondary Occupants and can live in the Unit in addition to the person(s) listed as Tenants(s):

- a. _____ date of birth _____

- b. _____ date of birth _____
- c. _____ date of birth _____
- d. _____ date of birth _____

3.5 You agree that any amendment to this list of Secondary Occupants must have written consent from the Almaguin Manor Residence Management Group. Any person(s) found to be occupying the Unit other than you and those listed in this section will be considered and treated as an unauthorized guest as prescribed in Rules and Regulations: Schedule D: Guest Policy.

4 NOTICE AND AUTHORITY

4.1 Notice can be delivered to the Tenant(s) about anything to do with the Unit, the Building, this Agreement or any other matter related to, by delivering a written notice directly to your designated Unit. If you are not at your Unit at the time notice is served, or you are attempting to avoid receiving a notice, we can give the notice to any person who appears to be a Secondary Occupant, guest or tenant of the Unit.

4.2 For the purpose of a Tenant providing notice, the Landlords legal name is Almaguin Manor Residence. It is best to provide notice directly to the Almaguin Manor Residence Management Group at 178 Yonge Street, Box 159, Burk’s Falls P0A 1C0. If you are providing notice through Canada Post, Almaguin Manor Residence will not be held accountable for not acting on the notice until notice is received by the Management Group.

4.3 You understand that not everyone who works for us has the authority to speak on our behalf. Therefore, if you have to make an agreement with respect to the Unit, building or anything else related to the Tenancy Agreement, it is only binding on us if it is in writing and signed by the Chair and a second member of the Almaguin Manor Residence Management Group who will have direction to do so from all Board members.

4.4 Notice to Terminate this Agreement shall be provided as prescribed by the Residential Tenancies Act 2006, S.O c. 17 Section 43 (1) and Section 44 (2).

- 4.5 Notices shall include but are not limited to;
- i. Termination Notice
 - ii. Transfer Notice
 - iii. Complaint Notice
 - iv. Change in Tenancy Agreement
 - v. Change in Tenancy Rules and Regulations
 - vi. Change of Unit or Building locks

5 TENANT OBLIGATIONS

5.1 You, as a tenant(s), agree to the following.

- i. To use the Unit as your personal residence for occupancy by you or anyone we may approve of from time to time in writing,
- ii. Not to assign, sublet or part with possession of the Unit or any portion of the Unit.

- iii. To keep the Unit and any facility we rent to you clean and maintained in a way a reasonable person would and leave the Unit and any other areas or facilities clean and in good condition if/when you move out, except for normal wear and tear.
- iv. To give us written notice of any damage, which exists, or any repairs which may be needed in your Unit or in the building as soon as you become aware of it and give us a reasonable opportunity to take remedial action. You agree that we are not liable for any repairs for which we have not received written notice.
- v. To respect the rights of other tenants and occupants of the building as well as the Property Manager, so that you, your occupants, guests and/or pets will not make any unreasonable noise, nor will you or they interfere with the reasonable enjoyment of the building by others.
- vi. To comply with the Rules and Regulations we establish and provided for in Schedules A, B, C, D, E, F, G, H and make your guests and occupants comply with the Rules and Regulations. At any time, we may change and/or alter any rule and regulation of which you will receive a notice as prescribed in Section 4.

5.2 You, as a tenant(s), agree not to:

Make any changes or alterations to the Unit including but not limited to: the attachment of shelves, wallpaper, painting, flooring, carpeting, etc, or any building systems (plumbing, electrical) that is considered a “permanent” fixture.

- i. Bring into the Unit or use in the Unit any large appliance (other than your stove and refrigerator) which consumes additional electricity or water (dishwasher or freezer) without prior written consent. If we give you consent, you must follow the Rules and Regulations, Schedule A: Additional Fees.
- ii. Cause any damage to the Unit that is due to willful neglect or negligence by you, your guest or your Secondary Occupant. If upon inspection, damage is found to be beyond the expected “wear and tear” as provided for in the Act, you as the Tenant may suffer from litigation and remuneration action by the Almaguin Manor Residence Management Group and/or Board.

6 ACCESS

6.1 You agree that we, our employees, agents, contractors and others expressly authorized by us at any time, may enter the Unit and shall be allowed free and uninterrupted access to the Unit from time to time and any time:

- i. Without notice if an emergency is believed to exist;
- ii. Without notice if the Tenant or Occupant agrees to provide access.
- iii. Between 8:00 a.m. and 8:00 p.m. every day in accordance with written notice served upon you at least twenty-four (24) hours prior to time of entry specified in such notice for any purpose, including:
 - a. To undertake repairs and/or to perform work (including pest control) and other alterations and/or improvements.

- b. To allow anyone we specify in writing to you, entry to the Unit.
 - c. To inspect the Unit from time to time.
 - d. If rent is 10 days overdue.
- iv. Between 8:00 a.m. and 8:00 p.m. every day, without written notice, to show the Unit to people who may want to rent the Unit after a Notice of Termination has been given by us to you, you are moving out, pass away and/or we and you have agreed to terminate this Tenancy Agreement.
- 6.2 When entering the Unit, we, our staff, agents, contractors and/or others expressly authorized by us from time to time, may record the results of such entry through notes, photographs and/or video recording.
- 6.3 The locks on the door to your Unit, within the Unit and the building must not be changed, and no new locks can be installed. The locks have been installed for you protection and you the Tenant agree that at no time shall duplicate any key to a Unit or building. You agree to adhere to the Rules and Regulations: Schedule H, Key Policy.

7 REPAIRS, RENOVATIONS AND ALTERATIONS

- 7.1 Prior to your tenancy the Almaguin Manor Residence Property Manager will complete a Schedule F: Unit Inspection Report, recording the condition in writing/video or photos of the Unit prior to tenancy. A copy of the report can be provided to the Tenant upon request within 30 days of occupancy.
- 7.2 We can perform, with written notice, whatever repairs, renovations or other alterations we feel are reasonable or beneficial to the Unit and/or the rest of the building.
- 7.3 We can perform, without notice, whatever repairs, renovations or other alterations we deemed to be an emergency to the Unit and/or the rest of the building.

8 TERM RENEWAL

- 8.1 If we do not make another Tenancy Agreement with you, in writing, before the last day of the initial term and neither party have terminated the tenancy in accordance with this Tenancy Agreement, then on the first (1st) day of the month after the initial term, the lease agreement will continue on a “month-to-month” basis.
- 8.2 If you move out, you must give us sixty (60) days written notice prior to the date you will be leaving which date must be the last day of a tenancy period. If you are living in the Unit on a month-to-month basis, the last day of the tenancy period will be the last day of a calendar month. You are responsible for paying rent until the end of the 60-day notice period. Once you give us notice that you are moving out, you cannot change your mind. If you do not move out on the day specified, we can evict you and you have to pay any damages that we, or any other person has incurred.
- 8.3 In the event that there is more than one tenant and upon the death of a tenant, the Tenancy Agreement shall be deemed to be amended to include the estate of the deceased tenant for a period of **thirty (30) days** after the death of the tenant, after which the Tenancy Agreement shall be deemed to be amended in the name of the surviving tenant only.
- 8.4 If there is damage to your Unit or the building in part or in whole in which deems the Unit or building unfit to live in, then this Tenancy Agreement will be deemed terminated and you must move out.

9 TERMINATION

- 9.1 We can terminate this Tenancy Agreement for any reason allowed under the *Residential Tenancies Act*. Our rights to terminate your tenancy will not be enforced until we have given you written notice of termination as prescribed in Section 4 .
- 9.2 If after a period of ten (10) days, rent has not been paid for a Unit and the tenant has not provided notice or communication regarding such, the Property Manager will conduct an inspection of the Unit. If it appears you have removed your personal belongings, the Unit will be deemed to be voluntarily abandoned allowing the Almaguin Manor Residence Management Group to serve Termination Notice and begin possession recovery of the Unit.
- 9.3 We will dispose of any furniture, clothes or other personal belongings that are left in the Unit after a period of 30 days if you:
- i. have moved out, or appear to have moved out which we, acting reasonably, believe you have abandoned the Unit and subsequent belongs,
 - ii. have moved out of the Unit as a result of an agreement to terminate or a notice of termination:
 - iii. are evicted from the Unit:
 - iv. have died and no family member or other person(s) has taken responsibility of removing any/all personal possessions.
- 9.4 If after receiving a notice to end tenancy as prescribed in the Residential Tenancy Act, 2006, c. 17, s. 43 (1) and you are locked out of the Unit by a Notice of Eviction, the Almaguin Residence Management Group will dispose/sell or retain all Tenant property as deemed necessary after 72 hours if the Tenant fails to retrieve belongings. If the Unit has been vacated in accordance with the Act, a Tenant may retrieve belongs during the 72-hour period after the enforcement of an eviction order at a predetermined location close to the rental Unit.
- 9.5 Upon the death of a sole tenant, this Tenancy Agreement or any renewal thereof shall terminate thirty (30) days after the date of death of the sole tenant. The estate of the deceased tenant is responsible for rent during the 30 days following the date of death.
- 9.6 Upon the death of a tenant of a joint Tenancy Agreement, the Tenancy Agreement or renewal thereof shall be deemed to renew after 30 days as a sole Tenancy Agreement, unless the living Tenant provides written notice to end tenancy with 60 days' notice.

10 NO LIABILITY

- 10.1 You agree that The Almaguin Manor Residence Management Group, Almaguin Manor Residence Board, the Village of Burk's Falls employees, contractors, agents and others expressly authorized by the Landlord are;
- i. not responsible for any damage caused to your property in the Unit or elsewhere in the building or grounds, no matter what the cause, unless it can be proven that our negligence was the sole cause.
 - ii. not responsible for any injury to you or any other person, which occurs for any reason, whether it occurs in the Unit or anywhere else in the building or grounds unless it can be proven that our negligence was the sole cause.

- iii. not responsible for any personal injury, illness or discomfort that anyone may suffer because something is broken, as long as we try to fix the problem within a reasonable time frame once written notice of the defect or deficiency has been received.
 - iv. not responsible if you, one of your occupants or guests are hurt, incur property damage or personal injury is caused because of the act or negligence of another tenant, occupant or his/her guest(s).
- 10.2 You agree that if repairs, renovations or alterations are made to your Unit or the building, we are not liable for any claim that we are disturbing your reasonable enjoyment of the premises or withholding or discontinuing any vital service, so long as we do the work in a timely manner.
- 10.3 You are strongly encouraged to arrange for Tenant liability/content insurance coverage to insure yourself against loss or damage, or the cost of any claims (damage/injury) against you that may arise from us or any other tenant. The Almaguin Manor Residence, the Management Group or Board are not liable for any claim that you make or is made against you that could have been mitigated by Tenant liability/content insurance coverage.

11 PARKING

11. You have the use of one parking space, and you agree to the following rules and regulations;
- i. that only vehicles that can be legally driven anywhere, with current license plates and insurance can park at Almaguin Manor Residence.
 - ii. Only park your vehicle in the area assigned to you.
 - iii. Inform guests that they are not allowed to park in any tenants parking space. If for any reason you and/or your guest(s) vehicle is parked in an unauthorized space and you or your guest(s) are not available to be asked to move the vehicle it may result in any/all vehicles being removed at your expense.
 - iv. Vehicles must be in compliance with Municipal By-laws

12 DISCLOSURE INFORMATION

- 12.1 You give your consent and authorization to The Almaguin Manor Residence Management Group to disclose the information you give to us to any Municipal, Provincial, Federal Department and/or Agency.
- 12.2 You consent to us obtaining a credit report during the application stage and/or at any time during the term of this Tenancy Agreement or any renewal of it.

13 GENERAL

- 13.1 This Tenancy Agreement is meant to complement our rights under the *“Residential Tenancies Act”* but does not limit or modify our rights to make changes which we feel are deemed necessary/beneficial to operate Almaguin Manor Residence.

13.2 If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

14 AGREEMENT AND ACKNOWLEDGMENT

We, the Landlord (Almaguin Manor Residence Management Group), have read this Tenancy Agreement and understand our obligations.

Dated: _____ Print Name _____

Signature: _____ This signature is authorized to bind this Tenancy Agreement

I/We, the tenant(s) have read this Tenancy Agreement and I/We, understand my/our rights and responsibilities as a tenant(s) of Almaguin Manor Residence which I/We agree to fully obey. I/We agree that any Schedules to this Tenancy Agreement form a part of this agreement and that I/We will comply with the terms and conditions of any Schedules. I/We acknowledge that the Landlord may change, amend these Schedules from time to time and agree to comply with any new Schedule and/or amendment when we receive a copy of it.

Dated: _____ Dated: _____

Print Name _____ Print Name: _____

Tenant Signature: _____ Tenant Signature : _____