



## 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: **2919 Donnelly Street, Windsor, Ontario**, from 12:00 pm, 30th day of April, 2017 to 11:59am, 30th day of April 2018 at a monthly rental of: **\$2,935.14**.

**---Two thousand nine hundred thirty-five---Dollars 14 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 partial payment of last month's rent **\$1,500.00**, is required at this time.
2. April 2019 rent, "the last month's rent", must be paid in full by February 1<sup>st</sup>, 2018 failing which this Agreement of Tenancy shall be null and void at the discretion of the landlord. The **\$1,500.00** deposit shall be forfeited & all costs too re-rent plus loss of any rental revenue shall be paid by the “SCH.”
3. Monthly rental payment dates are due in advance on the 29<sup>th</sup> day of each and every month of the tenancy. For example the July rent is due June 29 and January 2019 rent is due December 29, 2018.
4. Last month's rent, April 2018, must remain paid in full for the duration of the lease.
5. There will be \$75.00 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.
6. The “**Single Cooperative Household**” is responsible for all snow and ice removal from the home walkways, driveways, and municipal sidewalks fronting the home, and the side of the home. Snow and ice are to be removed promptly in the interest of safety of the lessees, their guests and passers-by. The City of Windsor By-law states snow and ice must be cleared within 12 hours of the event.
7. The “**Single Cooperative Household**” 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, 2018. “SCH” shall be responsible to report any safety or maintenance issues with the rental unit, promptly to the Landlord.
8. Providing the privilege is not abused, the “**Landlord**” agrees to pay the water, gas, and electricity.
  - A) **Gas:** The furnace thermostat shall be set to a maximum of 21°C, (72°F). When the home is vacant a period of 24 hours or more, the maximum temperature shall be 15.5° C, (60°F.) The thermostat for the furnace shall not be set lower than 15.5°C, (60° F) during the term of tenancy. The tenant accepts additional charges as levied by Union Gas for leaving doors and or windows open while the furnace is in operation, and improper thermostat settings.
  - B) **Water:** The main water valve located in the basement shall be shut off at any and all times the home is vacant for more than 72 hours. The laundry tub tap shall be left in the open position. The “SCH” accepts

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the additional charges as levied by Enwin Utilities for the abuse of wasting water. Wasting water shall be deemed as car washing, filling swimming pools, the use of the laundry facilities by anyone other than tenants, etcetera. **Leaking taps and toilets must be reported to the landlord immediately.**

- C) **Electricity:** Other than those owned by the landlord; no refrigerators, freezers, window air conditioners, portable heaters, etcetera, are to be powered by the home's electrical service. Such appliances found operating in the home shall be charged at a rate of \$10.00 / month. Air conditioning shall operate from June – September at a temperature of 23C, (73°F). The **“SCH”** accepts the additional charges as levied by Enwin Utilities for the abuse of the electrical privileges including leaving lights on all night.
9. **The “SCH” understands it is against the law to disable smoke alarms.** 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 **“SCH.”**
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. The home comes with washer, dryer, dishwasher, 2 stoves, and 3 refrigerators.
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 **“SCH.”** No locking mechanism in the unit shall be altered, no locking mechanism added without the landlord's consent. The members of the **“SCH”** shall decide on the allocation of bedrooms.
15. **Please note:** Parking on City of Windsor streets near the University requires a city issued parking permit for a fee. The **“Single Cooperative Household”** is responsible to make its own parking arrangements. It is illegal to park in front yards "off driveways". The By-law fine is severe. There are no restrictions to park on Bridge Avenue and California Avenue south of College Avenue.
16. The **“Single Cooperative Household”** must indicate in writing by January 5<sup>th</sup>, 2019 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 5<sup>th</sup>, 2019 if a new lease is not signed. Viewing hours shall be 11:00 am – 9:00 pm. Any locked doors will be opened. The Tenants acknowledge this is a 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.
  - A) There will be three required safety inspections. After the 48 hour notice has been given, safety inspections will be carried out April 25 – May 10, 18, August 25 – September 12, 18, and January 4 – January 18, 2019.
  - B) There will be three required environmental inspections. After the 48 hour notice has been given, environmental inspections will be carried out June 25 – July 10, 2018, October 25 – November 15, 2018, February 20 – March 5, 2019.
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 only to be used but as a single housekeeping unit collectively maintained

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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.
22. NO smoking or bongs of tobacco, marijuana, and any other illicit drug 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. Odour to carpets, hardwood flooring, walls etcetera shall be considered damage.
24. 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:	\$150.00, includes stain and installation
Broken interior door jamb:	\$100.00, includes new trim, stain and installation
Broken exterior door:	\$750.00, includes jams, new trim, stain and installation
Broken window:	\$150.00 on site plus actual cost to repair at shop.
Toilet and sewer blockages:	Minimum \$125.00 daytime charge, \$200.00 nighttime

**OTHER DAMAGE TO BE CHARGED AS COSTS OF MATERIALS, TRAVEL TIME, & HOURLY RATE**

Other damages include but not limited to flooring, drywall, nicotine staining, smoke damage, torn screens and or broken frames, damaged plumbing fixtures, damaged cabinets, missing or broken light covers, missing or damaged smoke and CO2 alarms, garbage on lawns, garbage pales not delivered to the curb, broken trees and shrubs, all exterior damage to building.

Labour: Carpentry, electrical, plumbing, drywall, landscaping	\$50.00 / hour
Painters and cleaners	\$40.00 / hour

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

25. 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.
26. 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.
27. The landlord has supplied the **"Single Cooperative Household"** with the two pages 'Landlord and Tenant Board' information for new tenants.
28. The landlord will not raise the rent on anniversary date of this lease providing the tenants sign a new lease by November 24, 2018.
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 this lease. The **"SCH"** warrants that the self-contained residential unit shall never be used to grow medicinal marijuana, leased as a rooming or lodging home, or used for any other illegal activity. 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.

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	<b>I accept the 30 terms &amp; conditions</b>	<b>I accept the 30 terms &amp; conditions</b>	
Print Name	<b>#1</b>	<b>#2</b>	
Cell #			
Email			
Parent's Address			
City, Postal Code			
Parent's Phone #			
Parent's Email			
Date & Signature			
	<b>I accept the 30 terms &amp; conditions</b>	<b>I accept the 30 terms &amp; conditions</b>	
Print Name	<b>#3</b>	<b>#4</b>	
Cell #			
Email			
Parent's Address			
City, Postal Code			
Parent's Phone #			
Parent's Email			
Date & Signature			

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	<b>I accept the 30 terms &amp; conditions</b>		<b>I accept the 30 terms &amp; conditions</b>
Print Name	#5		#6
Cell #			
Email			
Parent's Address			
City, Postal Code			
Parent's Phone #			
Parent's Email			
Date & Signature			

*Signed and delivered*



Date \_\_\_\_\_, 2018

Landlord: Kevin Charles Flood Signature: \_\_\_\_\_

I have received an original lease.

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**Information Sheet**  
**Please check the identity of the repair person before opening the door.**

Gas Service to Home for Heat: Union Gas: 1-888-774-3111

Electricity and Water Service to the Home: Enwin Utilities: 519-255-2727

Cable Service: Cogeco: 1-866-427-7541 Bell: 310 surf

Parking Enforcement/Permits: Public Works Office, 1266 McDougall Street, Windsor  
 Hours of operation: 8:30 a.m. to 4:30 p.m. Monday thru Friday. 519-255-6298

Your home is allowed two parking permits. To obtain the first permit (\$30.00) you will require your:

- Vehicle registration.
- Lease.
- Proof of residency such as a drivers' license, current utility or university invoice with your name and lease address.
- A current rent receipt.
- Proof of registration at the university

Second permit is \$15.00 and the vehicle must be registered to the lease address plus all of the above.

**ENFORCEMENT OF ILLEGAL FRONT YARD PARKING "OFF DRIVEWAYS" IS IN EFFECT.**

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	<a href="mailto:Kevin_Flood@hotmail.com">Kevin_Flood@hotmail.com</a>

<u>Maintenance &amp; Repairs:</u>	Rod Summerfield:	Home 519-737-9270
	Cell 519-796-6041	<a href="mailto:rodlanderhomes@hotmail.com">rodlanderhomes@hotmail.com</a>

<u>Appliance Breakdowns:</u>	Midway Home Appliance	Office 519-736-8720
Owner – Jim Johnson	Cell 519-259-9329	<a href="mailto:jim@midwayappliancecentre.com">jim@midwayappliancecentre.com</a>

<u>Carpentry Repair:</u>	John Berg	Cell 519-816-8922
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### **Rent Payments**

1. To pay the rent via email (**Interac**) money transfer:

Please email the funds to [Kevin\\_flood@hotmail.com](mailto:Kevin_flood@hotmail.com), and send a separate email (for the first time only), giving Kevin the answer to your security question so that we may retrieve the funds.

The security question should be: "what is my house address", and the answer would be "2919donnelly" (no spaces) for example.

2. To pay by **direct deposit** or **branch-to-branch** money transfer:

Please deposit funds to

Kevin Flood account:

Royal Bank (003)

Branch # 01472

Account # 508 308 4

Once you have made your deposit, send Kevin an email at [Kevin\\_flood@hotmail.com](mailto:Kevin_flood@hotmail.com) giving him the following information:

1. Date of the deposit.
2. Amount of the deposit.

We need this information in order to credit your account since the bank statement does not show who made the deposit.

3. To pay by **postdated cheques**:

Please print your address in the left hand corner on the front of the cheque beside "memo."

Thank you,

Kevin Flood / Anne-Marie Laniak-Flood

Phone (Kevin/Anne-Marie at home): (519) 253-0860

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