

West Village Suites

Student Room Rental Lease

Premises
West Village Suites
1686 Main Street West
Hamilton, ON L8S 0A2

Landlord
Dundurn Property Management Inc.
1685 Main Street West, Suite 25
Hamilton, ON L8S 1G5
Tel: 905-528-1717
Fax: 905-528-5822

Suite _____ Room _____

TENANT

Name _____

Permanent Address _____

Contact Number Home () _____ - _____ Cell () _____ - _____

E-mail _____

Emergency Contact Name _____
Phone () _____ - _____ Relation _____

Date of Birth _____

Program _____ **Year** _____

Student ID _____ **Gender** Female Male

Drivers Licence _____ **S.I.N.** _____

Lease Term (to be completed by Dundurn Property Management representative)

Lease Start	
Term	
Lease Finish	
Total Rent (from page 2)	\$ _____ per month
Deposit Amount	\$ _____ Date Received _____
Payment Arrangement	<input type="checkbox"/> Post-dated Cheques <input type="checkbox"/> Pre-authorized Withdrawal

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Rental Fees

Basic Rent		\$/month
Utilities and Amenities Provided	<p>The Landlord is responsible to provide to the Tenant the utilities listed below.</p> <ul style="list-style-type: none"> - Electricity - Gas (heating) - Water - Cable - High speed internet - Cleaning service for common area 	\$70.00/month
Utilities not Provided	Telephone	Tenant's Responsibility
Appliances Provided	The Landlord will provide and maintain one stove, fridge, microwave and dishwasher per shared apartment. Tenants are responsible for light bulb replacement in their Premises.	N/C
Parking Permits	<input type="checkbox"/> Underground parking, at a rate of \$50.00 per month	\$/month
	<input type="checkbox"/> Above ground parking, at a rate of \$30.00 per month	\$/month
	Overnight parking is available for \$5.00 per night	
Furnishings	<input type="checkbox"/> Tenant requires furnishings, at a rate of \$25.00 per month Furnishings include: bed, desk, wardrobe, and use of common area couch, chair, coffee table, TV, kitchen table and chairs	\$/month
	<input type="checkbox"/> Tenant does not require furnishings	
Total Rent	Amount the Tenant will pay	\$/month
Deposit	A deposit of \$_____, equivalent to one month's rent is required upon signing of the lease agreement, held as a last month's rent deposit.	

Additional Fees to Tenants

Non Sufficient Funds (NSF)	\$25.00 in addition to what your bank charges
Room Switch	\$100.00 must be approved by Dundurn Property Management
Sublet Fee	\$100.00 must be approved by Dundurn Property Management
Lease Reassignment	\$200.00
Access Card Replacement	\$25.00
Overnight Parking	\$5.00 per night
Laundry Card	\$10.00

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Obligations

Occupants and Guests

Only one occupant per room. Except for casual guests, no other persons shall occupy the premises without the written consent of the **Landlord**. A casual guest is considered to be someone who stays not more than two consecutive days in the **Premises** during any one month. Guests are not permitted in the suite when the **Tenant** is not in attendance.

Internet

I understand that the internet is provided by the **Landlord** and is to be used for legitimate purposes to facilitate my education and research. I agree to not abuse this service by downloading illegal files, music, videos or allowing others to upload files from my computer. I acknowledge that the use of my internet is being monitored by the service provider and that any abuse will result in a notification to me. I understand that, once notified, if the abuse continues that I may lose my service for a period of time, and if after service has been restored the misuse continues that I could be banned from the internet indefinitely.

Smoking

Non-smoking building. Under no circumstance shall the **Tenant** or any guests be permitted to smoke cigarettes or other substances in any part of the suite or of the common rooms, with the exception of the balconies and terraces, where cigarette butts shall be properly disposed.

Parties

There shall be no keg style parties or other parties involving alcohol where 15 or more guests are in attendance without the prior written authorization of the **Landlord** and all of the other **Tenant(s)** in the suite. Under no circumstances will sounds from the party be permitted to impact the surrounding homes or neighborhood. The **Tenant(s)** involved in any such parties shall be responsible for all fines or levies resulting from associated complaints or service calls.

Balconies

Tenants and their Guest(s) shall not throw anything from the balconies, including cigarette butts, and are prohibited from climbing in or out using the balcony structure.

Maintenance

The **Landlord** shall provide and maintain the **Premises** in good state of repair and fit for habitation and complying with municipal health and safety and maintenance standards. The **Landlord** will be responsible for exterior maintenance including snow removal.

Cleaning

The **Landlord** shall provide cleaning service to perform basic cleaning of the suite common areas on a semi-monthly basis including hallways, bathrooms and kitchen. The cleaning service shall not be responsible for tidying, doing dishes or cleaning of bedrooms or en-suite bathrooms.

Cleanliness and Damage

The **Tenant** shall be responsible for the ordinary cleanliness of the **Premises** and the common area including regular cleaning of personal dishes and cookware within a reasonable time after use. The **Landlord** shall bill the **Tenant** for any damage caused by the willful or negligent conduct of the **Tenant**, or persons permitted on the **Premises** by the **Tenant**. The **Tenant** shall be responsible for the actions and conduct of their guests and invitees. **Tenants** shall be responsible to take out garbage and recycling throughout the week to the designated area.

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Cleanup after Gathering	The Tenant shall return the space to its original condition, by the following morning.
Consideration for Tenants	The Tenant shall be considerate of other tenants. In no circumstances shall the Tenant take any action that will endanger the health and or safety of other tenants. Tenants shall keep the common hallways free from obstruction.
Personal Items Left	Tenants will be responsible for the removal of all of their belongings, furniture, etc. upon conclusion of their lease term. Tenants will be billed accordingly for any items left that require removal.

Landlord Rights and Responsibilities

Notice of Entry	<p>For the duration of this tenancy agreement, the residential premises are the Tenant's home and the Tenant is entitled to privacy, quiet enjoyment, and to exclusive use of the residential premises. The Landlord may enter the residential premises only if one of the following applies:</p> <ul style="list-style-type: none">(i) the Landlord gives the tenant a written notice which states why the Landlord needs to enter the residential premises and specifies a reasonable time not sooner than 24 hours and not later than 72 hours from the time of giving notice; entry must only occur during day light hours (8 a.m. to 8 p.m.).(ii) the Landlord is entering for the purposes of cleaning,(iii) there is an emergency;(iv) the Tenant gives the Landlord permission to enter at the time of entry or not more than one month before the time of entry for a specific purpose;(v) the Tenant has abandoned the residential premises;(vi) the Landlord has the order of an arbitrator or court saying the Landlord may enter the residential premises.
Rent Increases	The Landlord and Tenant acknowledge that the rent will not be raised more often than once every 12 months.
Repairs	The Landlord must provide and maintain the residential premises and residential property in a reasonable state of decoration and repair, making the residential premises and the residential property suitable for occupation by a reasonable tenant. The Landlord must comply with health, safety, and housing standards required by law.

Tenant Rights and Responsibilities

Insurance	I acknowledge that the Landlord has insurance for the building structure only and that they are not responsible for any loss or damage to my personal property. I understand that obtaining insurance for my property while at West Village Suites is the responsibility of the Tenant , whether it is by an additional clause to any existing insurance that I may have, or by obtaining separate content insurance from an insurance provider.
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Subletting	The Tenant shall not assign or sublet the premises without the consent of the Landlord . The Tenant shall obtain written permission from the Landlord which names the sublet taking possession of the room. The Landlord shall not arbitrarily or unreasonably withhold such consent. When subletting, the Tenant shall have been deemed to have provided notice of termination of the Lease as of the Lease Finish date and that any extension by the person subletting from the Tenant will require a new Lease.
Subletting for the summer with intention to return	The Tenant may sublease the Premises during the summer months provided that the Landlord is notified in writing of their intent to do so. While it is the Tenant's responsibility to find a suitable substitution for the Premises , the Landlord may be able to assist in this regard.
Notice of Termination or Renewal	In order to have adequate notice to replace departing Tenants , the Landlord requires 60 days notice prior to the expiration of the Term of whether the Tenant is planning to extend or terminate their Lease . If the Tenant wishes to terminate the tenancy at the end of the Term , he or she must give notice in writing not less than 60 days prior to the expiration of the Term .
Dispute Resolution	In the event of disputes arising out of the living arrangements and use of premise by the residents, resolution will be by majority rule with the other tenants in the suite. However, the Landlord reserves the right to overrule the majority decision and impose his or her own decision. The Landlord reserves the right to establish additional house rules if the need arises during the course of the lease term to ensure the quiet enjoyment of all residents of the suite.
Plugged toilets or drains	The Tenant agrees to take due precautions against stoppage of water or waste pipes in and about the Premises . If water or waste pipes become clogged by reason of the Tenant neglect or recklessness, the Tenant shall repair the same at his/her own expense and pay for all associated damage caused.
Possession beyond lease expiry	If, after a notice of termination made in accordance with the Tenant Protection Act, the Tenant remains in possession without the Landlord's consent, the Landlord may apply to the Landlord and Tenant Board for an eviction order. The Landlord may also apply for compensation for any damages including lost revenue opportunity, and compensation for use and occupation after termination.

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The following person is authorized to act on behalf of the **Landlord** and is specifically authorized to accept legal notices, and/or complaints from the **Tenant**.

Caroline De Luca
Dundurn Property Management Inc.
1685 Main Street West, Suite 25
Hamilton, ON L8S 1G5
905-528-1717 or
rentals@dundurnpm.ca

Changes/Additions

Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and tenant and must be reasonable. If a change is not agreed to in writing, is not initialed by the landlord and tenant, or is not reasonable it is not enforceable.

I, _____ agree to the following (please initial):

_____ I agree to the terms and conditions of the West Village Suites Lease Agreement. I have reviewed and initialed each page of the lease.

_____ I have reviewed and agree to the terms and conditions of the West Village Suites Tenant Guide.

_____ I understand and agree to the fees that are listed under "Fees Applied to Tenants".

_____ I acknowledge and consent that should the rented premises which I have leased fall short of full occupancy, I am prepared to be relocated to another unit on site.

_____ I agree to provide post-dated cheques or to arrange for automatic withdrawal for the monthly rent, on or before the commencement of my lease. **Cheques are made payable to Dundurn Property Management Inc.**

_____ I agree to renew my lease or notify Dundurn Property Management that I will not be returning within 60 days of my lease expiration date, by completing the **N9 Form**.

Signature of Tenant

Date

Accepted by Landlord

Date

Note: Lease is not official until it is signed and dated by both Tenant and Landlord.

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Environmental Sustainability Pledge

I, _____, understand that West Village Suites is a symbol for environmental sustainability and healthy living. I agree to adhere to the following in my day-to-day activities throughout the building:

- 1) Ensure that waste materials are properly separated into garbage, recycling, and compost.
- 2) Reduce water usage.
- 3) Reduce electrical usage by turning off lights and equipment (TV, computer) when not in use.
- 4) Ensure that energy and electricity is conserved by making use of the “all off switch” when all fellow tenants are leaving the suite premises.

Signature of Tenant

Date

Accepted by Landlord

Date

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Indemnity

The Indemnifier covenants with the **Landlord** that the **Tenant** will well and truly pay all Rent, Additional Rent and other amounts payable under the Lease on the days and at the times in the manner provided in the Lease, and that if any default be made by the **Tenant**, whether in payment of monies or performance of obligations, that the Indemnifier shall forthwith on demand pay to the **Landlord** such monies and perform such obligations and pay any and all damages resulting from any non-payment or non-performance.

The Indemnifier agrees with the **Landlord** that it shall be jointly and severally liable with the **Tenant** for all of the **Tenant's** obligations under the Lease, as if it were separately named as the tenant under the Lease.

Name _____

Address _____

Contact Number Home () _____ - _____ Cell () _____ - _____

E-mail _____

Date of Birth _____

Relationship to Tenant _____

As the Indemnifier, for _____, I have read and understand the obligations stated above and have reviewed the West Village Suites Lease.

Signature of Indemnifier

Date

*** A copy of photo identification including signature is required by the tenant and indemnifier.

Tenant

Indemnifier

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PERSONALITY SHEET**

I am...

- Neat
- Somewhat Neat
- Somewhat Messy
- Messy

I am...

- Quiet all the time
- Somewhat quiet
- Average
- Loud

I usually go to bed...

- Early (before 11pm)
- Between 11pm and 1am
- Late (after 1am)

I usually get up...

- Early (before 6:30am)
- Between 6:30am and 8:30am
- Late (after 9am)

I plan on having visitors...

- Almost daily
- Often
- Occasionally
- Rarely

I plan on having parties/get-togethers...

- Often
- Occasionally
- Rarely
- Never

I am a...

- Drinker
- Occasional Drinker
- Non-drinker

I am a...

- Smoker
- Non-smoker

I study...

- Very frequently (priority)
- Average (important, but not top priority)
- Not often (not a priority)

**Please note that the personality sheet is a guideline.

Preferences will be followed as much as possible, but can not be 100% guaranteed.