



## FAMILY TOWNHOME LEASE AGREEMENT

PARTNERED WITH RESIDENCE HANDBOOK

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### SAMPLE LEASE – PLEASE READ CAREFULLY

THIS AGREEMENT made and entered into the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2009

BETWEEN:

THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE, a corporation created pursuant to The Universities Act, S.A. (hereinafter called "the Landlord")  
OF THE FIRST PART

-and-  
**Your name here** of the City of Lethbridge, in the Province of Alberta, Student ,

-and-  
\_\_\_\_\_ of the City of Lethbridge, in the Province of Alberta, (hereinafter collectively called "the Tenant(s)")

ALL OF THE SECOND PART

WITNESSETH as follows:

In consideration of the rents reserved and the covenants and agreements herein contained on the part of the Tenant(s), the Landlord hereby leases to the Tenant(s) the dwelling house municipally known as unit number X , 11 Aperture Park West, Lethbridge, Alberta, T1 K 6T3, (hereinafter referred to as "the premises"), together with the refrigerator, stove, (washer and dryer, if applicable), and window coverings situated in the premises, for a term of 12 months thence ensuing, commencing from 12:00 noon, the 1st day of May A.D. 2009, and terminating at 12:00 noon on the 30 day of April A.D. 2010 unless earlier terminated as herein provided,

PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto, that if the Tenant(s) shall remain in occupation of the premises after expiration of the term hereby granted without the written consent of the Landlord the Tenant(s) shall be deemed a monthly tenant(s) at a rent payable monthly in advance in accordance with the current monthly rental schedule payable for the premises and all the terms and conditions set out in this Lease so far as they are applicable shall apply to such monthly tenancy.

#### 1. RENT (Please note: rental increases come in to effect July 1, 2009)

- a. The Tenant(s) shall, subject to sub-paragraph (c) hereof, pay to the Landlord for the premises, including the heating equipment, refrigerator, stove, (washer and dryer, if applicable), and window coverings situated therein at the Landlord's principal place of business as may from time to time be designated by the Landlord, a rent of \$XXX.00 Dollars per month, payable in monthly installments in advance on the first day of each calendar month during the term, the first payment to be made on or before 1 day of May A. D.2009.
- b. Any sum, which becomes due and payable to The University of Lethbridge under this Lease Agreement shall bear a simple interest charge of Bank prime plus five percent per annum and will be added to the outstanding principle amount at the close of the first working day of each successive month that the account remains unpaid. Any payments shall be applied firstly against interest accrued and, thereafter, against the principal balance owing. Assessment of the interest charge, procedures for applying interest to outstanding balances and exemptions respecting student loan or scholarship recipients are in accordance with the Interest Agreement on the Student Registration Form.
- c. Notwithstanding anything in this lease otherwise contained, the Landlord reserves unto itself, upon giving 90 days notice in writing to the Tenant(s) before the first day of July if such date occurs during the term of this Lease, (herein called the "revision date"), the right and privilege of revising the rent herein reserved to an increased amount effective as of the revision date.
- d. A utility surcharge may be levied to offset any unforeseen increase in utility costs.
- e. Subject to receipt of the notice provided in sub-paragraph (c & d) hereof, the Tenant(s) shall pay to the Landlord as additional rent the amount of such increase attributable to the revision made by the Landlord.

#### 2.SECURITY DEPOSIT

The Tenant(s) and Landlord mutually agree that upon execution of this agreement, the confirmation deposit equal to one month's rent ( \$XXX.00 ) that was rendered by the Tenant(s) to confirm acceptance of the accommodation offered, hereby becomes the Security Deposit, to be held by the Landlord against the proper performance of the covenant herein. If the Tenant does not take possession of the premises or breaches any term, condition or covenant of this Lease, the Security Deposit shall be forfeited to the Landlord in full. The Tenant, in addition, shall be responsible in any event to compensate the Landlord, and for that purpose the Landlord is entitled to deduct from any amount of unforfeited Security Deposit, the cost to clean and make any alterations necessary to restore the accommodation to the condition they would have been in had the Resident complied with the covenants in this agreement. The total value of the Security Deposit shall not be deemed to constitute a limit on assessable charges, which may include damage and repair costs, cleaning charges, lost key and lock charges, cancellation penalties, and any outstanding rent, etc. In accordance with the Residential Tenancies Act, this clause serves as written agreement that the interest on the Security Deposit shall not be paid annually, but shall be compounded annually and be paid to the Tenant(s) upon expiration or termination of the tenancy. Interest will accrue on the Security Deposit at an annual rate determined by the applicable legislation.

#### 3.TENANT'S COVENANTS

The Tenant(s) covenants with the Landlord as follows:

- a. RENT - To pay the Landlord the rent herein reserved at the times and in the manner provided herein without any deduction or abatement whatsoever.
- b. REPAIR - To keep the premises and all fixtures and chattels belonging thereto or which at any time during the said term shall be erected therein or thereon, including the drains and sanitary and water apparatus, well and sufficiently repaired and maintained and in good state of decoration as the same are now throughout the term, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
- c. PERMIT LANDLORD TO VIEW STATE OF REPAIR - To permit the Landlord and its servants and agents with or without workmen at all reasonable times, following notice, to enter upon and view the condition of the premises, and that if any want of repair which is the responsibility of the Tenant(s) under the terms of this Agreement shall be found on such examination and notice thereof be given to the Tenant(s) in writing, the Tenant(s) shall, as soon as is reasonably possible to do so, sufficiently repair in accordance with such notice, in default whereof the Landlord may repair and charge the cost thereof to the rent or deposit herein reserved.
- d. MAINTENANCE OF THE GROUNDS AND SIDEWALKS -
  - i To maintain the yard area in good order and in a condition satisfactory to the landlord.
  - ii To keep the designated building facilities, as more particularly defined in Schedule "A" annexed hereto and forming a part of this Lease, in a clean and sanitary condition.
  - iii To keep the front step and walkway to the main sidewalks in front of the free and clear of ice and snow.

PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto, that in the event the Tenant(s) defaults in performance of the Tenant's covenants as in this subparagraph (d) set forth, the Landlord may, without notice to the Tenant(s) and in addition to any other remedies available or reserved to the Landlord by this Agreement, perform the Tenant's covenants and add the cost thereof as may from time to time be determined by the Landlord, to the rent herein reserved.

- e. USE AS A DWELLING HOUSE - To use the premises only as a single dwelling house for no more than one student family who's members are listed at the conclusion of this lease; and not exceeding the occupancy limits which, for the purposes of this Lease, shall be deemed to be:
  - i A married or common-law couple residing together with or without children provided that at least one member of the married or common-law couple is attending The University of Lethbridge as a full time student.
  - ii A single parent residing with his or her children provided that such single parent is attending the University of Lethbridge as a full time student.
  - iii Occupancy limits are, no more than two adults, or one adult and one child residing in a one-bedroom unit; up to two adults and two children residing in a two-bedroom unit; or, up to two adults and four children residing in a three-bedroom unit.
  - iv Not to use the premises for any other purpose.
- f. NOTICE OF DEFECTS - To give to the Landlord prompt notice in writing of defects in water pipes, gas pipes and heating apparatus in the premises, and in the refrigerator and stove provided by the Landlord.
- g. LIABILITY FOR ESCAPING WATER AND GAS - To be liable for all damage resulting from the escape of water and gas from the premises as a result of the negligence of the Tenant(s) or from the negligent use of electrical appliances on the premises by the Tenant(s).
- h. USE OF PARKING SPACE - To use the parking space only for the purpose of parking a single automobile and not to store an automobile or other object in such space, and if the Tenant(s) ceases to use the parking space there shall be no abatement in the rent payable by the Tenant(s) hereunder. Parking permits must be purchased.
- i. TV ANTENNAE AND RADIO AERIALS - Not to erect television antennae or radio aerials on the outside of the premises and not to use any television receiver, radio electrical appliance, implement or power tool which would interfere with reception of other television receivers or radios in the building in which the premises are situate.
- j. OBSERVANCE OF REGULATIONS ANNEXED TO LEASE - To observe, perform and abide by all rules and regulations set out in Schedule "A" annexed hereto and this Lease, and all variations, modifications, amendments and additions, thereto, as shall from time to time be made by the Landlord and communicated to the Tenant(s) and all such rules and regulations now or hereafter in force shall be read as forming part of the terms and conditions of this Lease as if they were embodied herein. Notwithstanding anything in this Lease otherwise contained, any rules and regulations from time to time made by the Landlord, shall, when approved in writing by the Landlord be and be deemed to be rules and regulations made by the Landlord and shall be read as forming part of the terms and conditions of this Lease as if they were embodied herein.
- k. REMOVAL OF FIXTURES - Not to remove any fixtures, goods or chattels from the premises until all rent due and to become due under the Lease has been paid or provided for to the Landlord's satisfaction.
- l. RESTRICTION ON ASSIGNMENTS - Not to assign or sublet or part with the possession of the premises or any part thereof without the written permission of the Landlord first had and obtained, and then only on terms to which the Landlord is a party.
- m. RESTRICTION ON PREMISES ALTERATIONS - Not to make or permit to be made any alteration or addition to the premises without first having submitted a plan or sufficient specification thereof to the Landlord or its agent, and obtaining the consent in writing of the Landlord.
- n. INSURANCE RESTRICTIONS - Not to do or permit to be done anything which may void or render voidable the policy or policies of insurance covering the premises and the building or buildings of which the premises form part or of which may cause the premiums in respect of such policy or policies to be increased, and if such premiums are increased as a result of breach of this covenant, the Tenant(s) hereby undertakes to indemnify the Landlord against such increases in premiums and such indemnity shall not prejudice the right of the Landlord to proceed against the Tenant(s) for breach of this covenant.
- o. NUISANCE - Not to do or permit or suffer to be done anything which shall or may be, or grow to the nuisance or disturbance of the occupiers of adjoining lands or premises, or to the building in which premises are situate.
- p. ENTRY ON EXPIRATION OF LEASE - That he will, during the last month of tenancy or any extension thereof, allow prospective tenants to be admitted at reasonable hours of the day to view the premises and, that he will on termination of this Lease, deliver to the Landlord the keys to the premises which he has in his possession.
- q. RESTRICTION ON PETS - Not to keep or permit or allow to be kept any animal or pets within or upon the premises.
- r. RESTRICTION ON ADDITIONAL EQUIPMENT - Not to install or introduce within or upon the premises additional equipment, additional gas lines, additional water, or additional electrical circuits or additional or other appliances or alter the existing gas, water, sewage and electrical lines and systems without the written consent of the landlord.
- s. INDEMNITY - To indemnify and save harmless the Landlord in respect of all liabilities, fines, suits, claims, demands and actions of any kind for which the Landlord shall or may become liable or suffer by reason of any breach or non-performance by the Tenant(s) of any covenant, agreement or proviso of this Lease, or by reason of any act or default by the Tenant(s) or any member of his family, household or guest. This indemnity shall, where such breach, non-performance, damages to property, personal injury or death occurs during the term of this Lease, survive termination of this Lease.
- t. LAWS - To abide by and fully comply with all statutes, regulations and by-laws of any federal, provincial or municipal authority which in any way affects the premises or the use and occupation thereof.
- u. TENANT TO INSURE - To provide the Landlord with sufficient proof that within ten (10) days of taking occupancy, the Tenant(s) has placed tenant insurance on their goods and premises in the minimum amount of five-hundred thousand dollars (\$500,000), and that the policy contains provisions to instruct the Insurer to provide fifteen (15) days notice of cancellation or material change to the landlord, at the address described below.

#### 4. LANDLORD'S COVENANTS

THE LANDLORD COVENANTS WITH THE TENANT(S) AS FOLLOWS:

- a. PEACEFUL POSSESSION - So long as the Tenant(s) shall pay the rent hereby reserved and shall perform and observe the Tenant's covenants and the conditions herein, the Tenant(s) shall peaceably hold the premises during the term hereof without interference by the Landlord or any person rightfully claiming under or in trust for it.
- b. MAINTENANCE AND UTILITIES -
  - i To maintain the exterior walls, party walls, roof and outside of the premises in good condition.
  - ii To supply and maintain the heating equipment to heat the premises and repair such equipment at its own expense except for damage to such equipment which has been caused by the Tenant(s) or person or persons for whom the Tenant(s) is responsible; the Tenant(s) to give notice in writing to the landlord of any malfunction or disrepair in such equipment, and the Landlord covenants to repair with reasonable speed after receipt of such notice.
  - iii To supply electric current to the premises.
  - iv To supply water, gas and sewage service by means of the pipes now installed or which may be installed in the premises.
  - v To supply window coverings with exception of the front and balcony door entrances, a stove and a refrigerator in the premises and to supply a weekly garbage collection service.
  - vi To keep the roadways and those sidewalks not required to be maintained by the Tenant(s) free and clear of snow and ice.

#### 5. THE LANDLORD AND THE TENANT(S) FURTHER COVENANT WITH EACH OTHER AS FOLLOWS:

- a. TERMINATION
  - i This Lease shall, upon either party giving to the other party one (1) month notice in writing of termination expiring on the last day of the month next following the month in which such notice was given, and by paying the prescribed cancellation fee, cease and terminate on expiry of such period and the Tenant(s) shall forthwith surrender possession of the premises to the Landlord.



*Schedule "A"*  
*RULES AND REGULATIONS*

1. Household furniture and effects of the Tenant shall not be taken into or removed from the premises except at such times and in such manner as may be previously approved by the Landlord or its duly authorized agent.
2. All damage to the premises or to the building of which they form a part caused by moving such furniture and effects into or out of the premises shall be made good by the Landlord at the expense of the Tenant.
3. The sidewalk and any public passages, hallways and other public areas shall not be obstructed or used for any purpose other than for ingress, egress and regress to and from the premises.
4. No awnings or shades over and outside of the window shall be permitted without the consent in writing of the Landlord first had and obtained.
5. The plumbing, gas and electrical equipment shall not be used for any purpose other than those for which they were constructed.
6. No aerial wires of any description shall be installed in the premises or in the building of which the premises form a part or hung from the windows.
7. The Tenant shall not hang or suspend anything from the balcony, nor use the balcony for storage of any articles which, in the opinion of the Landlord are objectionable, offensive, or that detract from the appearance of the building. Neither will the tenant use the balcony to move any articles into or out of the unit.
8. All garbage shall be properly wrapped and placed in the receptacle for that purpose as directed by the Landlord or its agent and all other refuse shall be disposed of in such manner and at such times as the Landlord or its agent directs. The Tenant shall at all times keep the premises and all its appointments in a clean and sanitary condition in accordance with the statutes, law, by-laws, rules and regulations of any governmental authority having jurisdiction over the premises, and when vacating the premises he shall leave the same and all equipment therein the property of the Landlord in a clean and good condition.
9. The Tenant shall not make any alterations to the premises or to the equipment therein without first obtaining the consent of the Landlord so to do and shall not install any additional locks or fixtures without such consent. All such alterations and installations shall immediately become the property of the Landlord without payment of any compensation therefore to the Tenant.
10. The Tenant shall not duplicate any keys to the premises. The loss of a key or keys shall be immediately reported to the Landlord or its agent. The Landlord, at the Tenant's expense, may issue replacement or additional keys to the Tenant. When vacating the premises, the Tenant shall return to the Landlord or its agent all keys to the premises furnished by the Landlord.
11. The Tenant shall be held strictly responsible for any loss or damage to the premises or other dwelling accommodation in the building of which the premises form a part and to their appointments which due to the negligence of the Tenant results from overflow from the water closets, sinks, bath-tub or basins in the premises or from windows being left open in the premises so as to admit rain or snow.
12. The Tenant shall immediately report to the Landlord or its agent any accident or injury to or failure of the water pipes, toilets, drains, fixtures, gas pipes or fixtures or other property of the Landlord in the premises.
13. The Tenant shall immediately report to the Landlord or its agent and to the appropriate health authority any case of infectious or contagious disease occurring in the premises.
14. The Tenant shall not use or keep inflammable materials in the premises and shall not use any method of heating the premises other than that supplied by the Landlord.
15. No goods, garbage, paper, sweeping or other refuse shall be thrown out of the windows or swept or thrown from the doors from the premises on to the sidewalks, passages or grounds.
16. The Tenant shall not use the premises for any illegal purpose.
17. The Tenant shall not use the premises for any commercial purpose without written consent from the Landlord.
18. The Tenant shall respect the rights and privileges of the other tenants in the building of which the premises forms a part.
19. The Tenant shall not at any time during the term of this Lease, use loudspeakers, phonographs, broadcast or telecasts which may be heard or seen outside the leased premises and shall not use, exercise, carry on from it or suffer to be used, exercised or carried on in or upon the leased premises or any part thereof including any common areas of the premises in which the leased premises are contained, any noxious, noisome, or offensive act or product, including smoking products, during the said term.
20. The Tenant shall prohibit any persons occupying or visiting the leased premises from contravening the foregoing clause.
21. The Tenant acknowledges and agrees that smoking is an activity which substantially interferes with the reasonable enjoyment of the premises by the Landlord and other tenants regardless of its duration or the extent of the activity at any given time, and irrespective of whether there may be complaints by other tenants.
22. The Landlord in all cases retains the right to control and prevent access into the grounds area of all undesirable persons.
23. The Tenant shall not keep or permit or allow to be kept any animal or pets within or upon the premises without the express written consent of the Landlord, first had and obtained.
24. Except as is provided in the lease of which this Schedule "A" forms a part, the Tenant shall not park any vehicles or equipment in or otherwise use any parking area without the written consent of the Landlord first had and obtained.
25. No guests of the Tenant are to reside in or remain on the premises for a period of longer than two weeks without the prior registration of that guest with the Landlord or its agent. Registration of a guest shall not be deemed to constitute the Landlord's consent to an assignment of this Lease or a sub-letting thereof.
26. The Landlord or its agent shall have the right to enter in and upon the premises at any time in the case of emergency.
27. The tenant will not leave guests in charge of the premises nor have guests stay longer than one (1) week without notifying the Landlord.
28. The Tenant must obtain approval of the Landlord before a waterbed or waterbeds are used on the premises.
29. Upon departure, the tenant will clean the unit, returning it to a tenable condition--floors, walls, fixtures and appliances included.
30. The Tenant will not permit, store, clean or allow firearms or prohibited weapons on the premises.