

# TENANCY AGREEMENT

(hereinafter referred to as "Lease" or "Tenancy Agreement" or "Agreement")

Type: Group Tenancy Agreement

This Tenancy Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BETWEEN (Landlord):** Predrag Borjanic (Referred to in this Tenancy Agreement as the "Landlord"), 496 Heaterhill Place, Waterloo, ON, N2T 1H7  
 Phone: 519-722-1840, E-mail: [info@waterloostudentrooms.com](mailto:info@waterloostudentrooms.com)

**AND (Tenant):**

**AND (Guarantor):**

\_\_\_\_\_  
 Tenant's Full Name – PRINT

\_\_\_\_\_  
 Guarantor's Full Name – PRINT

\_\_\_\_\_  
 Tenant's Email Address

\_\_\_\_\_  
 Guarantor's Email Address

\_\_\_\_\_  
 Tenant's Student ID Number

\_\_\_\_\_  
 Guarantor's Home Phone Number / Cell Phone Number

Tenant's Permanent Address	City	Province	Postal Code	Cell Phone	Permanent Phone
_____ <i>(If different from Tenant's Permanent Information above)</i>	_____	_____	_____	_____	_____

**STUDIES:**

University - WLU   
 University - UOW   
 Other (Specify) \_\_\_\_\_

At the start of this Tenancy Agreement I will be in my  
 1<sup>st</sup>  2<sup>nd</sup>  3<sup>rd</sup>  4<sup>th</sup>  5<sup>th</sup>  year  
 out of 3  4  5  year program

Are you in Co-Op program? YES  - NO

What made you choose this accommodation?

WLU Website       On-property sign       Website (Specify) \_\_\_\_\_   
 UOW Website       Referral       Other (Specify) \_\_\_\_\_

**Note:** In order to secure the room/apartment/house for you, Last Month Rent as a Security Deposit is required and such deposit(s) is/are **not refundable**. Tenancy Agreement must be fully and satisfactory completed, signed, initialed, dated and with all required documentation returned to Landlord **no later than 15 days from placing above mentioned Security Deposit (Section 6a)**. Once mentioned 15-day period has expired, the Landlord has the right to rent the rental unit to other person/group where above mentioned Security Deposit is **not refundable**.

**For the purpose of creating additional parking spots, please note that existing driveway entering from Fir Street may be eliminated and closed and the backyard may be shortened by approximately 6-7 meters from the existing fence on the south side. Also the tree(s) (if any) may be removed to perform the work/project. Since the parking is extra and not included with the rental unit and if this above mentioned work/project happens the tenant(s) that is/are paying for parking privileges on the driveway will automatically get new parking space at the back of the property instead of the driveway (once the driveway is closed/eliminated). The tenant(s) acknowledge(s) and is also in the agreement of the above mentioned possible future changes.**

**RENTED PREMISES:** The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord

- **29 Fir Street, Waterloo, ON, N2L 3H4 (Whole House - Interior Only)**

Maximum number of occupants is 4. The occasional inspections will be performed and number of occupants will be determined based on the number of beds, desks and any other possible way. In case the number of occupants found in the rental unit exceeds the number of occupants reported on this Tenancy Agreement it will be considered as Tenancy Agreement violation and Tenant agrees that Landlord can either increase the rent by \$540 per month for any person after 4<sup>th</sup> person or to Terminate the Tenancy Agreement in full without any restrictions.

2. **COVENANTS:** The Tenant agrees to abide by the covenants, agreements, and all provisions of this Agreement. It is agreed that the Landlord shall be entitled to enforce the provisions of this Agreement against the Tenant in Court or Tribunal of competent jurisdiction in the event of a breach of Performance thereof in the event of non-payment of rent or breach of any of the covenants, agreements, or provisions of this Agreement by the Tenant.
3. **TERM:** The Tenant shall occupy the Rented Premises, subject to the present The Tenant vacating, for a term beginning on the

**1<sup>st</sup> day of May, 2020 and ending the 26<sup>th</sup> day of April 2021 at 2:00 PM**

**Regardless of whether the Tenant wishes to either terminate or extend the tenancy, the Tenant shall give written notice to Landlord ON OR BEFORE NOVEMBER 1<sup>st</sup> of each year.**

**If Tenant wishes to extend his/her tenancy the new Last Month Rent for the following year (hereinafter referred to as April Rent or Security Deposit or Last Month Rent or 12<sup>th</sup> Month Rent) and signing additional paper(s)/Tenancy Agreement is needed to secure the room/unit/house for new term regardless if Tenancy Agreement has expired or not. The new Last Month Rent at the time of extending/confirming the stay for another tenancy term will go towards prepayment of the following April Rent from the start of this Tenancy Agreement.**

If type of this Tenancy Agreement is "Group Tenancy Agreement", if any of the Tenants on this Tenancy Agreement decides not to extend the tenancy for another year this shall be considered termination by all Tenants on this rental unit (unless otherwise approved by Landlord). Any and all subletting and/or assignments in your tenancy must be made with the written consent of the Owner/Landlord and is only permitted at the discretion of the Owner/Landlord. All covenants running with this Tenancy Agreement hold each Tenant, both jointly and severally or all obligations and covenants contained in this Tenancy Agreement. If the Landlord is unable to give possession of the Rented Premises on the commencement of the term for any reason, including, but not limited to construction delays or an over holding The Tenant, the Landlord shall not be subject liability of the Tenant or occupants and shall give possession as soon as the Landlord is able to do so. The rent shall be abate until possession of the Rented Premises is offered by the Landlord to the Tenant. Failure to give possession at the date of commencement of the term shall not in any way affect the validity of this Tenancy Agreement. This Agreement shall be enforceable against all Tenants named as such herein, regardless of whether such Tenant actually occupies the Rented Premises.

4. **RENT:** The Tenant agrees to pay a monthly rent of \$ 2,340 plus parking fee \$ \_\_\_\_\_ **TOTAL \$ \_\_\_\_\_**.  
**The rent is due on or before the 1<sup>st</sup> day of each month.**

Tenant, in addition to the Monthly Rental, agrees to pay the following services applicable to the Rented Premises - **Specify YES/NO**  
 Electricity YES      Water/Sewage YES      Gas YES      Air Conditioning : N/A  
 Heat YES      Parking YES \$65 (if selected above)      Cable -----      Phone -----

**Parking: Parking is NOT included with the rental unit.**

**Outside Parking - \$65 per registered car per month (if available); Parking is strictly prohibited on the driveway AND in front of the garage (if applicable) – any and all parked vehicles violating this rule will be ticketed and/or towed away at vehicle owner's expense!**

	Vehicle #1	Vehicle #2	Vehicle #3	Vehicle #4
Belongs to Tenant (name):				
Make:				
Model:				
Colour:				
Licence Plate:				

5. **UTILITIES:** The Tenant shall exercise reasonable care and diligence in the use of any utility supplied by the Landlord. The Tenant acknowledges that where hydro and/or gas and/or water/sewage is currently included in the rent, the Landlord, in its sole discretion, may at any time choose to meter the Tenant's Rented Premises separately and transfer responsibility for payment of hydro and/or gas and/or water/sewage directly to the Tenant based on the Tenant's own consumption. In such an event the Landlord shall reduce the Monthly Rental in accordance with applicable rent control legislation and the Tenant hereby consents to such transfer of responsibility for payment of hydro and/or gas. Tenant also acknowledges that payment of charges by the Tenant for services as shown above constitutes a rental obligation of the Tenant and any unpaid charges may be collected as rent; furthermore, any money paid by the Tenant to the Landlord, even when specifically identified by the Tenant as rent, may first be applied by the Landlord to payment of rent. Rent paid by anyone other than the Tenant named in this agreement shall be deemed paid on behalf of the Tenant. The Tenants further acknowledges that temperature within rented premises during the heating season shall not be more than 22 degrees Celsius where during the cooling season (if air conditioner available in Tenancy Agreement) shall not be less than 23 degrees Celsius. The temperatures specified above are regardless if Tenant or Landlord is paying utilities – the temperatures specified are reasonable.

Note if Tenant is paying utilities: Since there is only one Water Meter per property, the Tenant(s) will not receive bill on his/her/their rental address mentioned in this Tenancy Agreement. The Landlord will receive the bill and send copy of the bill to Tenant via email or in person and the

## Tenant's Initials \_\_\_\_\_

Landlord will come to the Rented Premises to collect the amount from the Tenant(s). At the time of money collection, if not provided earlier, the Landlord will provide the Tenant(s) a copy of the Water/Sewage bill. The rent amount specified in section 4 includes a 5% discount when rent is paid no later than the 1st of each month. For any and every individual bill that Landlord pays for tenant (tenant not transferring utility bill(s) on tenant's name, tenant not paying bill by due date, or for any other reason the Landlord is required to pay the bill instead of tenant) in addition to bill amount the tenant will be charged an administration/service fee of \$50 per bill paid by the Landlord or it's agent.

6. **DEPOSITS:** These sums are due in advance and the Tenant agrees to pay them as follows:

a) \$ 2,340 as 12<sup>th</sup> Month Rent (hereinafter referred to as Security Deposit or Last Month Rent) due before signing of this Tenancy Agreement and due before any other Extensions of Tenancy Agreement, which is not refundable and is equal to the 1 month rent to be applied as prepaid rent towards 12<sup>th</sup> month from start of the Tenancy Agreement. Tenant should also submit **11 Post Dated cheques** for the first year and for any following year (if renewing the contract), along with signed Tenancy Agreement/Guarantee and other documentation required (Section 20). Please make cheques payable to **PREDRAG BORJANIC**.

Please note that there is a NSF/Administration charge of \$50.00 for all and any bounced cheques provided to Landlord and the new payment shall be made within 24 hours of Landlord's notice to Tenant(s) otherwise both the \$50 NSF fee and regular rent payment (your monthly payment + 5%) for late month will apply (see above).

b) \$ 1,200 Cleaning/Garbage/Utility Bill Deposit due at the placing Last Month Rent, which is **refundable** at the end of the tenancy after all utility bills are paid in full and as long as, on the last day of tenancy, there are no any damages, all keys/swipe cards (if applicable) are returned, locks are not damaged and **tenants' belongings/furniture/garbage taken to the curb**. Final walk-through will be performed to check if Section 6b is satisfactory.

7. **CARE OF PREMISES:** The Tenant shall keep the premises in clean conditions and is responsible for replacing all light bulbs, fuses, resetting breakers, unclogging toilets, replacing batteries in electronic code locks and carbon detectors and smoke detectors, etc. Should you need a plumber to unclog your toilet and it is found to be the Tenant's fault the toilet was clogged, the charge for the plumber will be the responsibility of the Tenant. The Tenant shall not make any alterations including paint, wallpaper, nails or picture hangers in the premises without the written consent of the Landlord. Any additional repairs or cleaning required at the end of the Tenancy Agreement term to be made by the Landlord, except repairs resulting from regular normal wear and tear, or those noted in initial inspection report, shall be charged holder of this Tenancy Agreement. During occasional house inspection, if rental premises are considered not well maintained and not well clean, the Landlord will send the warning to Tenant(s). Within 7 days after warning was sent if the rental premises are still not satisfactory clean the Landlord reserves the right to order cleaning services at Tenants' own expense. The Tenant shall report to Landlord any deficiencies no later than 7 days from the beginning of this Tenancy Agreement. Any deficiencies reported and/or found 7 days after the start of this Tenancy Agreement will be considered as caused by Tenant and Tenant will be responsible to cover the cost of repair and/or exchange. **Spikes, hooks, screws, nails, stick-on hangers double-sided tape or any other material shall be put neither into nor upon any woodwork, drywall nor anywhere inside and/or outside of the Rented Premises.**

**The rec room in basement (by furnace room) to be well maintained and regularly ventilated. No power equipment is allowed without prior consent of Landlord.**

8. **ENTRY:** The Tenants agrees that at all reasonable times during the term of this Tenancy Agreement; Landlord or its agents may enter the premises for the purpose of inspection, cleaning, repairs or renovations as necessary provided at least 24 hours notice is given to the Tenants. Monthly or bi-monthly inspections of all units might be completed at the Landlord discretion with 24 hours notice. Furthermore the Tenant agrees that the Landlord may enter the rented premise in the manner specified under provincial guidelines for the purpose of exercising its rights to show the premise to prospective new Tenant. Emergency entry may also be necessary in the event of fire or flood or any other event that warrants emergency entry. The Landlord will make a reasonable effort to give the Tenant notice.

9. **ASSIGNMENT OR SUBLEASING:** The Tenant agrees not to lease, sublet or assign to another student any part of said premises without the advanced written consent of Landlord. The Landlord shall not unreasonably withhold consent to sublet and all subletters must be students. If the Tenant is renting a room/unit that follows specific criteria (i.e. females only), the Tenant agrees that all subletters must fall within the same criteria. The Tenant shall download Sub-Tenancy Agreement from [www.waterloostudentrooms.com](http://www.waterloostudentrooms.com) then fully fill out and sign with the potential sublet tenant and send that form to the Landlord for review.

10. **JOINT AND SEVERAL RESPONSIBILITIES:** The Tenant, and if more than one of them, jointly and severally, as does each Guarantor for their respective son/daughter's portions only, its successors and assigns, guarantees to the Landlord the payment by the Tenant of rent and all other sums of money in accordance with the provisions of this Tenancy Agreement and that The Tenant will perform and observe all their covenants, agreements and obligations under this Tenancy Agreement.

11. **LOCKS AND KEYS:** **The Tenant shall not alter, replace the lock/door knobs/handles or add to the locking system on any entry or bedroom door of the rented premise without the written permission of the Landlord.** In the event the Tenant or Tenant's guest locks himself out of the rented premise, the Landlord shall not be obligated to unlock the rented premises. The Tenant may contact authorized Locksmith service to unlock the door, the Tenant shall be responsible for all costs of re-entry, including but not limited to locksmith charges, charges for damage howsoever caused, and any service charge payable to Landlord if the Landlord agrees to unlock the Premises (upfront fee of \$50.00 per visit). All keys must be returned upon termination of Tenancy Agreement. If door(s) is/are equipped with electronic code locking system, hereinafter referred to as Electronic Code Lock, the Tenants will not receive a key and will be provided by code and shall not share that code with others. Also, Tenant is responsible for changing the battery regularly on the electronic code lock in order to avoid being locked out of the rental unit/apartment. If Tenant fails to do so and does not change battery and have problem operating the electronic code lock, the Landlord shall not be obligated to unlock the door (see above, section 11). By changing the battery Tenant shall take care of electronic code lock and is responsible for any damage caused. If Tenant does not feel confident about changing the battery in electronic code lock the Tenant shall call Landlord and Landlord may decide to perform the mentioned work. Tenant shall not open locking system unless changing the battery.

12. **RULES AND REGULATIONS:** The Tenant agrees to occupy the Premises for no other purpose than that of a residential dwelling, to abide by the Rules and Regulations of this Tenancy Agreement or Lease and to perform all covenants herein contained.

## Tenant's Initials

- a) Repairs needed for appliances such as refrigerator, stove and washer /dryer shall be the responsibility of the Landlord unless they are needed as a result of The Tenants abuse. **The Tenant shall not remove any of the appliances provided nor bring any appliances into unit without prior written consent of Landlord.** Included appliances are: Fridge, Electric Stove, Water Heater, Washer and Dryer. The tenant acknowledges that Dishwasher, Central Vacuum and any other appliances/machines present starting of this Tenancy Agreement can be used by Tenant(s) but Landlord is not responsible for fixing or replacing them.
- b) **The Tenant shall not use portable electric heaters, fridge, freezers, hot plates, dehumidifiers, air purifiers or portable and/or window air conditioners or any other appliance without prior consent of Landlord.** If Tenants fails to comply with this Tenancy Agreement and brings into the unit any appliance, the Tenants agrees to move out the subject appliance(s) immediately or, if Landlord agrees, to set up with Tenant and Tenant to pay a surcharge fee (in addition to monthly rental and other fees mentioned in this Tenancy Agreement) suggested by Landlord. Surcharge fee shall be calculated retroactively starting beginning of the Tenancy Agreement regardless when the appliance is brought into rented premises and for the remainder of the Tenancy Agreement be set up as a pre-payment.
- c) **Responsibility to damage(s) to exterior and/or any interior common areas including hallways, closets, kitchen, baths, etc. shall be shared equally by all Tenants unless responsibility of one or more persons can be positively determined and proved by other Tenants. In case responsibility of one or more persons can not be positively determined all Tenants are equally responsible for fixing damages and /or replacing damaged parts of the rented premises (including, parts, delivery, labour and any other costs associated with such service).**
- d) No bicycles shall be kept inside individual units/apartments.
- e) Occupant shall do cleaning of kitchen and bath routinely; this is to include weekly cleaning of floors toilets and bathtubs. Cooking and eating to be limited to kitchen area only. **The Tenant is responsible for its own garbage/recycling – garbage/recycling day is Wednesday. Garbage and/or recycling should be kept (unless it is garbage day) at its designated spot and not to be exposed to the streets. Designated garbage/recycling spot is at the back of the rented premises. Garbage/Recycling is allowed neither at the front nor at the sides of the rented premises as garbage/recycling shall not be visible from the streets. Garbage/Recycling spread around the property caused by wind, other pedestrians, invasive species or however caused, is sole responsibility of the Tenant to clean the property by putting the garbage back to its designated place. Failing to do so the Tenant agrees that the Landlord or its Agent can perform the job and charge the Tenant a fee for such services. Also, the Tenants agrees that the Landlord or its Agent can hire a person or a company to perform such task(s) and the cost for such services shall be sole responsibility of the Tenant. It is expressly agreed and understood that garbage shall not be stored for long periods of time inside the unit but shall be placed in the appropriate containers outside the rented premises as mentioned above. Garbage/recycling containers shall be moved early in the morning on a garbage day or a night before to the curb and immediately put the containers back on their spot after they are emptied. Should a pest control problem such as mice, bees, wasps or any other insects/vermin/species be caused by a result of continually leaving opened and unmanaged food and garbage in and/or around the property, the cost of pest/insect/vermin/species removal/treatment will be Tenant's responsibility.**
- f) The Tenant is responsible for any damage caused by visitors he or she allows on or around the premises.
- g) If fire occurs due to negligence of any tenant/sublet/guests of which would render the unit uninhabitable the Landlord would NOT be required to provide alternate accommodation for the Tenant and the Tenant would be required to pay for damages and also continue fulfilling all terms of the Tenancy Agreement.
- h) **The Tenant shall not keep any pets on the property.**
- i) Every vehicle MUST properly display Parking Permit mirror hanger otherwise, regardless of payment made, it will be treated as violator and the vehicle is to be ticketed and/or towed away at vehicle owner's expense. The Landlord shall not be responsible for damage or loss to possessions or items left in Tenant's vehicle. The Landlord shall not be responsible for Tenant's injury and/or damage to Tenant's vehicle, whether or not such damage/injury is caused by weather, other vehicle(s) or person(s) in the parking lot and surrounding area. The Parking Permit is registered to the original vehicle and original Tenant and is NOT transferable. Vehicles not registered in this Parking Space Lease Agreement will be ticketed and/or towed away at vehicle owner's expense even if the Parking Permit is properly displayed. The Landlord may allow the Parking Permit to be transferred to another vehicle and/or person with an administration fee of \$30. The parking is part of the Tenancy Agreement and can't be canceled. The Tenant also agrees that Landlord shall not be obligated to shovel the snow, ice salt or generally to clean on and around the rented parking space; it shall be Tenant's responsibility. The Landlord is renting to Tenant the parking spot only with no maintenance included. The Landlord accepts no responsibility of vehicle parking fines, loss or damage to vehicles, including contents, for vehicles parked at rental premise. No parking on grass. Private automobiles or other motorized vehicles will be parked only in spaces or area allotted to them by the Landlord and not in any other spaces. Inform Landlord of make, model, color and vehicle plate numbers of cars to be parked at rented premises. If Landlord permits in writing any vehicle to be parked in a location other than the allocated parking space, or areas, or should any such automobile/vehicle remain in the allotted parking space or area for such time that we believe the vehicle has been abandoned, the Landlord shall be entitled to remove the vehicle from the Property at the vehicle owner's risk and expense.
- j) The Landlord will maintain the lawn on property and City's public sidewalks in front of property. Tenant is responsible for snow shoveling and ice-salting on-property sidewalks, stairs and around his/her car and especially on paths used by any service provider (courier, mail man, guests, etc). The Tenant(s) and Tenants' Guarantor(s) shall be liable and not the Landlord for any accident(s) that happen due to slippery paths and not properly cleaning and ice-salting such paths. Landlord will provide snow shovel and ice salt.
- k) **Smoking is prohibited inside the premises, on balconies and porches (if applicable) and within 5 meters of any entrance to the premises.**
- l) Heat to be maintained at a temperature at 22 degrees Celsius while the Tenant(s) is/are away or on holidays so as not to freeze the pipes.
- m) The Tenant to notify in writing of any damage or structure defects, defective fire alarms, fire extinguishers and exit lights. **The Tenants agree to not remove or alter any smoke and/or carbon monoxide alarms or fire extinguishers - IT IS ILLEGAL TO DISCONNECT**

**SMOKE DETECTOR AND/OR CARBON MONOXIDE DETECTORS!!! IT IS ILLEGAL AND STRICTLY PROHIBITED TO MOVE FIRE EXTINGUISHER(S) TO HIDDEN AND UNREACHABLE SPOTS.**

- n) Barbeques are prohibited on balconies or inside the rented premises.
  - o) The Tenants agree to not cause or permit any noise or interferences which are disturbing to the comfort or reasonable enjoyment of others at and around the rented premises.
  - p) Landlord is not required to provide tub/shower curtains and curtain holders/rings.
  - q) The Tenant acknowledges and is aware of the location of shut off valves/breaker(s)/switches (water, gas, electrical panel, etc.)
- 13. REPAIRS:** In the event of a breakdown of the electrical or mechanical systems, water/snow/rain inside the Rented Premises or any other failure/problems that may occur the Landlord shall not be liable for damages or personal discomfort; however, the Landlord shall carry out repairs with reasonable diligence. In the event of minor failures on the Rented Premises such as replacing burnt light bulb, changing batteries (electronic code locks, smoke alarm, carbon-monoxide detectors, wireless chime bell, etc), unclogging the toilets, etc the Tenant is responsible for such things.
- 14. INSURANCE:** : The Tenant shall, during the entire period of the tenancy at his sole cost and expense, obtain and keep in full force and effect, personal injury and content insurance. The Tenant agrees to provide to the Landlord, upon demand at any time, proof that all insurance is in full force and effect. Landlord shall maintain fire insurance on said building.
- 15. INDEMNIFICATION:** The Tenant will indemnify and save harmless the Landlord or Landlord's agents, servants and workman from and against any and all claims, suits, actions, damages, and causes of action arising from injury, loss of life, or damage to property sustained in, or upon the rented premises.
- 16. NOTICES:** The Tenant may give all maintenance and other notices to the Landlord by mailing Landlord to 496 Heaterhill Place, Waterloo, ON, N2T 1H7. The Tenants further agree that the Landlord may also communicate with Tenant via email.
- 17. GUARANTOR'S LIABILITY:** In consideration of the execution and delivery of this Tenancy Agreement by the Landlord, the Guarantor, as principal debtor, agrees to execute an agreement made collateral to this Tenancy Agreement which, upon execution by the Guarantor and the Landlord, shall be deemed to constitute a part of and be incorporated into this Tenancy Agreement with the Guarantor deemed to be a party this Tenancy Agreement. The guarantor further agrees that liability under the guarantee shall continue until such time as this Tenancy Agreement is terminated and the guarantor continues to be liable and bound by this Guarantee during any renewals and extensions, statutory or otherwise, of the term of this Tenancy Agreement.
- 18. ERRORS:** If a Court of competent jurisdiction should declare any section or part of a section of this document/Tenancy Agreement/Guarantee invalid, the Tenant and Tenant's Guarantor(s) (if applicable) acknowledge that the remainder of this Tenancy Agreement/Guarantee shall be valid and shall remain in full force and effect.
- 19. ENTIRE AGREEMENT:** The Tenant and Guarantor acknowledge that, prior to signing this Tenancy Agreement; the Tenant and Guarantor have read this Tenancy Agreement and consents to the terms, covenants, conditions and provisions herein. The Tenant and Guarantor further acknowledges that Tenant and Guarantor will comply with all city/municipal, provincial and federal laws. This Tenancy Agreement and the Rental Application (if applicable) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and there are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties with respect to the subject matter hereof not contained herein. This Agreement may not be amended or modified in any respect except by written instrument.
- 20. CHECK LIST:** Please make sure the following original documentation (**as one package**) is ready before returning them to Landlord or it's Agent, otherwise it will be considered as "not completed"; **partial components will not be accepted:**
1. **Tenancy Agreement** – completely filled out (names, addresses, phone numbers, dates, initials, signatures, etc)
  2. **Guarantee Sheet** - completely filled out (names, addresses, phone numbers, dates, initials, signatures, etc)
  3. **Copy of Guarantor's Driver's Licence** – both sides clearly visible (*Copy of Guarantor's Driver's Licence; after the Tenancy is terminated, the Driver's Licence will be professionally destroyed*)
  4. **11 post-dated cheques**

**IN WITNESS WHEREOF the parties hereto have executed this TENANCY AGREEMENT**

Per: \_\_\_\_\_ (Tenant)

Per: \_\_\_\_\_ (Guarantor) \_\_\_\_\_ (Landlord or authorized agent)

**RECEIPT OF TENANCY AGREEMENT**

I/We hereby acknowledge receipt of a full executed copy of this Tenancy Agreement and the Rental Application (if applicable) herein this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. I have authority to accept a copy of this Tenancy Agreement on behalf of myself and

Guarantors named herein:

(Tenant) \_\_\_\_\_

*Tenant – sign here*

\_\_\_\_\_

*Tenant – PRINT here*

# GUARANTEE

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Landlord: **Predrag Borjanic**

- Rented Premises: **29 Fir Street, Waterloo, ON, N2L 3H4 (Whole House - Interior Only)**

Guarantor: \_\_\_\_\_  
*PLEASE PRINT*

Tenant: \_\_\_\_\_  
*PLEASE PRINT*

## GUARANTOR'S INFORMATION BELOW:

Driver's Licence #: \_\_\_\_\_

***\*Copy of Guarantor's Driver Licence with clearly visible signature, expiry date and address is required (for address and signature verification purposes).***

***\*Copy of Guarantor's Driver's Licence, after Tenancy is terminated, will be professionally destroyed***

***\*Without the copy of Guarantor's Driver's Licence the Tenancy Agreement is considered as "not completed" and will not be accepted.***

Date of Birth (YYYY/MM/DD): \_\_\_\_\_

Permanent Home Address: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

In consideration of the above-named Landlord entering into the Tenancy Agreement in respect of the above-named Rented Premises with the above-named Tenant, Guarantor is hereby acknowledged, the Guarantor hereby covenants with the Landlord, its successors and assigns, that if default shall at any time be made by the Tenant in payment of Monthly Rental or the performance of the Tenant's covenants on the days or in the manner set forth in the Tenancy Agreement, he will pay the said Monthly Rental or perform the said, covenant and shall compensate the Landlord for any damages that may arise in consequence of the Tenant's default including payment of legal fees on a solicitor and client basis. The liability of the Guarantor hereunder shall not be released, discharged or limited by any extension of time or forbearance granted to the Tenant or by any variation in or departure from the terms of the Tenancy Agreement. The Landlord shall not be bound to exhaust its recourse or remedies against the Tenant before pursuing and enforcing its rights against the Guarantor. Nothing but payment and satisfaction in full of all Monthly Rentals and other sums and the due performance of all covenants in the Tenancy Agreement until lawful termination of the Tenancy Agreement shall release the Guarantor from this Guarantee. If during the term of the Tenancy Agreement the Tenant shall make an assignment for the general benefit of creditors, or a receiving order in bankruptcy shall be made against the Tenant, and the assignee or trustee as the case may be should surrender possession, reject, disaffirm or disclaim the Tenancy Agreement, or if the Tenancy Agreement is terminated other than by surrender accepted by the Landlord, the Guarantor shall, forthwith upon the demand of the Landlord at the Guarantor's expense accept from the Landlord a Tenancy Agreement of the Rented Premises (hereinafter called the "New Tenancy Agreement") for a term equal in duration to the residue of .the term of the Tenancy Agreement remaining unexpired from the date of such surrender, disclaimer or termination at the same Monthly Rental and with the same covenants and provisos as are reserved and contained in the Tenancy Agreement. If the Landlord shall tender such New Tenancy Agreement to the Guarantor for execution and the Guarantor shall fail to execute and return such New Tenancy Agreement within seven (7) days after such tender, the Guarantor shall become liable to pay to the Landlord forthwith as liquidated damages an amount equal to the entire Monthly Rental and additional rent reserved by the New Tenancy Agreement. All such liability of the Guarantor shall not be diminished or affected by the Landlord renting the demised premises or any part thereof to another Tenant or Tenants and receiving rent there from. The Landlord, however, may if it so desires apply any amount received from such renting in reduction of the amount to be paid by or due from the Guarantor. In this Guarantee, whenever the masculine gender is used it shall include the feminine and neuter and vice versa and wherever the singular number is used it shall include the several and vice versa. Whenever the context so requires, if there is more than one Guarantor, their liability shall be joint and several. The Guarantor shall continue to be liable and bound by this Guarantee during any renewals and extensions, statutory or otherwise, of the term of this Tenancy Agreement. This Guarantee shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Guarantor.

IN WITNESS WHEREOF the Guarantors hereunto set their hands this \_\_\_\_\_ day \_\_\_\_\_ of, 20\_\_\_\_.

\_\_\_\_\_  
*Guarantor's Signature*