



**REMAI CONSTRUCTION GROUP INC. ("LANDLORD")**

2402 Millar Avenue, Saskatoon. SK S7K 3V2 • (306) 244-0981 • remai@remaigroup.com

**TENANCY AGREEMENT**

Property Address: Tristone Pointe, 6602-48 St Cold Lake AB T9M 0E5 Suite # \_\_\_\_\_ (the "Premises")

Tenant Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_ Email: \_\_\_\_\_

Tenant SIN \_\_\_\_\_ Tenant Date of Birth \_\_\_\_\_ (dd/mm/yyyy)

Co-Tenant Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_ Email: \_\_\_\_\_

Co-Tenant SIN \_\_\_\_\_ Co-Tenant Date of Birth \_\_\_\_\_ (dd/mm/yyyy)

Other Occupants: \_\_\_\_\_ Age: \_\_\_\_\_

Present Address: \_\_\_\_\_ # Years: \_\_\_\_\_ Rent: \_\_\_\_\_

Landlord Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Next of Kin: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Present Employer: \_\_\_\_\_ or Retired – Annual retirement income: \$ \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

Position: \_\_\_\_\_ How Long: \_\_\_\_\_ Annual Employment Income: \$ \_\_\_\_\_

Co-Tenant Employer: \_\_\_\_\_ or Retired – Annual retirement income: \$ \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

Position: \_\_\_\_\_ How Long: \_\_\_\_\_ Annual Employment Income: \$ \_\_\_\_\_

Reference Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Monthly Rent \$ \_\_\_\_\_ Security Deposit \$ \_\_\_\_\_ Monthly Pet Charge \$ \_\_\_\_\_ Monthly Parking Rent \$ \_\_\_\_\_

Vehicle Licence # \_\_\_\_\_ Vehicle Licence # \_\_\_\_\_

I hereby agree to lease the Premises for the period commencing on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_ (a fixed-term tenancy).

Unless a renewal of this Lease or a new lease is executed before the expiry date of a fixed-term tenancy, the Tenant shall vacate the premises no later than noon on the expiry date of this Lease.

The Tenant agrees that if he or she terminates a fixed-term tenancy prior to its expiry date by giving more than 7 but less than 30 days written notice to the Landlord, he or she shall pay with the notice a Lease Break Fee of \$1,250 to the Landlord, which sum is in addition to any rent owing by the Tenant for the premises to the last day of occupancy, and payment of such Lease Break Fee will satisfy any obligation for rent from the last day of occupancy to the expiry date of the Lease.

The tenant agrees that if he or she terminates a fixed-term tenancy prior to its expiry date by giving 30 days or more of written notice to the Landlord, he or she shall pay with the notice a Lease Break Fee of \$750 to the Landlord, which sum is in addition to any rent owing by the Tenant for the premises to the last day of occupancy. and payment of such Lease Break Fee will satisfy any obligation for rent from the last day of occupancy to the expiry date of the Lease.

I HEREWITH VOLUNTARILY MAKE PAYMENTS AS FOLLOWS:

\$ \_\_\_\_\_, to satisfy the obligation of rent for the period \_\_\_\_\_ to \_\_\_\_\_

\$ \_\_\_\_\_, to be held as a security deposit.

Payment may be made by post-dated cheque or pre-authorized debit. A void cheque or a completed pre-authorized debit form will be required to set up pre-authorized debit.

Remai Construction Group Inc. shall be the agent for the owner of the property for purposes of doing all acts and executing all documents. Notices required to be given to the Landlord shall be sufficient if delivered to the Landlord, at the designated office of the Landlord. Any notices required to be given to the Tenant shall be sufficient if addressed to the Tenant and delivered to the premises leased to the Tenant.

AND THE TENANT DOES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. That if the Tenant does not accept occupancy of the Premises on the actual occupancy date after receiving written notice from the Landlord of same this Lease is hereby terminated, the security deposit paid by the Tenant is forfeited to the Landlord and the Tenant and Landlord have no further obligations to one another.
2. To jointly and severally promise to pay rent in **advance on or before the first day of each month** to the designated office of the Landlord.
3. To pay all electricity, telephone, internet and cable invoices pertaining to the Premises, as they become due during the term of the Lease. Heat and water costs are paid by the Landlord.
4. To be responsible for all visitors and guests at all times they are on or in the Premises, the building and the property.
5. Not to allow children to play in hallways or common areas of the building and property.
6. Not to cause or allow to be caused a disturbance to other tenants.
7. To notify the Building Manager of any guests that will be staying in the Premises longer than seventy-two (72) hours.
8. Not to park in designated visitor parking stalls.
9. Not to transfer or assign or sublet the whole or any part of the said premises, without the Landlord's prior consent, which consent may be withheld.
10. Not to take any action that causes the rate of insurance on the property to be increased.
11. To arrange for inspection of the Premises when the Premises are unattended as required by the Tenant's insurance policy covering the premises – see #26 below.
12. To give the Landlord prompt notice of any defects, or breakage in structure, equipment or fixtures of the Premises.
13. Not to make any alterations, additions, or re-decorating, including wallpaper, without the Landlord's prior consent, which consent may be withheld.
14. Not to place anything in windows, window ledges or balcony rails of the Premises that could cause personal injury or damage to the others or the building.
15. To pay costs incurred by the Landlord for unplugging toilets, sinks and drains.
16. Not to move any furniture or material into or out of the Premises without first notifying the Building Manager. The move shall be under the direction and control of the Building Manager.
17. Not to keep any pets of any description in the said Premises without the prior written approval from the Landlord. If approval is given (for a pet no more than 12 inches) a Pet Security Deposit of \$200 per pet must be paid to the Landlord.
18. That all personal property placed in the Premises or in any other part of the building or property shall be at the risk of the Tenant or the party owning same. The Landlord shall in no event be liable for loss, destruction, theft of/or damage to such property.
19. That where a storage room for tenants outside the Premises is provided the Tenant may, at their own risk, use for purposes of storage. Employees of the Landlord are prohibited from storing, moving or handling tenant articles in the laundry or storage room, and if any such employee does, at the request of the Tenant, he or she becomes the agent of the Tenant and not of the Landlord.
20. That the Landlord shall not be liable or responsible for any loss, injury, or damage from any cause to the Tenant, any member of the Tenant's family, any guest or invitee of the Tenant or to any other person or to any property at any time within the Premises or any other portion of the building or property.
21. Not to install, permit or allow anyone to install special light fixtures, air conditioning, appliances, ventilation fans or any electrical or mechanical equipment in or upon the Premises.
22. Not to install, permit or allow anyone to install a television antenna and/or satellite dish on the roof, in windows, or upon the exterior of the Premises or building.
23. That water beds and aquariums (no more than 5 gallons) are not allowed in the Premises unless applicable insurance coverage is obtained by the Tenant and proof of same is supplied to the Landlord.
24. Neither to damage or destroy floor coverings, walls, ceilings, cabinetry, fixtures, appliances or any other furnishings in the Premises nor to maintain the Premises, including any patio or balcony, in a state of filth or in any unsightly condition.
25. That the Premises are to be occupied by the Tenant named in this agreement.
26. **That the Tenant shall obtain an insurance policy on the Premises, including general liability coverage. Landlord accepts no liability for personal belongings. Tenant must provide proof of insurance prior to occupancy of the Premises.**
27. That the Landlord shall have no liability to the Tenant for damages or inconvenience due to any discontinuance of heat, water or any other service to the Premises, any accident or acts of God, or any rain or snow that may leak or flow into the Premises, provided that the Landlord has not been negligent.
28. To hang pictures on wall only with proper nail hangers; stick-on tapes are not allowed.
29. Not to use the Tenant's assigned parking stall for any purpose other than that of parking operative and licensed vehicles.
30. That the Landlord is not responsible if there is an unauthorized vehicle parked in the Tenant's assigned parking stall.
31. That the Tenant will maintain the yard and grounds surrounding the Premises in satisfactory condition. Hallways, entryway, meeting room and fitness centre are to be left clean and orderly after each use.
32. Not to consume alcoholic beverages or food in common areas of the Property.
33. To notify the Landlord immediately upon discovery of pests, bedbugs, etc, in the Premises and to cooperate with the Landlord and pest control experts in eradicating same.
34. To pay the following amounts which will be charged:

1) \$40.00 for rental payments returned to the Landlord agent for any reason.

- II) \$10.00 per day late charges up to the maximum of \$50.00 for rent paid after the first of the month. (see point 34)
- III) \$25.00 for unlocking apartment doors before 11:00 p.m. and \$50.00 for unlocking apartment doors between 11:00 p.m. and 8:00 a.m. in the event of lost or misplaced keys or FOBS.
- IV) \$5.00 for each key, including mailbox keys, which is not returned at the end of the tenancy and \$100.00 when locks require changing as a result of keys not returned.
- V) Cost of pest control where bedbugs are discovered in the Premises unless the bedbugs are found to have originated from another suite.

- 34. I/We hereby acknowledge and agree voluntarily that our rent is due **on the first day of the month**. Should our rent be late, I/We agree to pay a late payment fee as per above.
- 35. It is permitted to smoke on the balcony, not in/on the Premises or in the common areas of the building and property.
- 36. That vaping and the possession, use, selling, distribution, growing of cannabis, cannabis products or cannabis plants in the Premises, the common areas of the building or the property is strictly prohibited. The Tenant shall not use cannabis in any other form in the Premises without a valid license, which must be provided to the Landlord prior to occupancy.
- 37. That while smoking tobacco is permitted on the balcony the damage to the Premises caused by smoking may be significant and the Tenant shall be responsible for the costs of all such damage at the end of the tenancy, reasonable wear and tear excepted. If smoking in the Premises causes the loss of reasonable enjoyment by any other resident in the building, the Landlord will inform the Tenant in writing to correct the matter. If the matter is not corrected, the Landlord shall have the right to terminate the tenancy.
- 38. Not to cause damage to the Premises, building or property.
- 39. Not to use any part of the common areas of the building or property (unless specifically designated as a storage area by the Landlord for my/our use) to store/hold personal belongings.
- 40. Move out shall be completed by 12:00 noon on the last day of the month.
- 41. Not to change the locks to the Premises without the written permission of the Landlord and the Landlord shall arrange the work and I/We will pay the above charges.
- 42. That only natural gas barbecues are allowed if a natural gas fitting is supplied on the deck or balcony.
- 43. In the event of an emergency outside normal weekday working hours, the Tenant should contact that individual specifically designated by the Landlord.
- 44. I/We have received a copy of the Rental Application/Tenancy Agreement and Standard Conditions.

SHOULD the Tenant, a registered occupant or a guest violate or fail to abide by the Conditions of Occupancy, the Standard Conditions and/or the rules and regulations posted on or about the building:

- i) I agree to pay for any and all cleaning, repair and/or service costs immediately after services have been performed where damage and/or uncleanliness (scratches, burns, chips, stains, tears, smoke, etc.) to the furnishings, building and/or grounds, is as a result of carelessness, neglect or malicious act, and,
- ii) I agree that the Landlord shall be entitled to pursue possession of the premises in accordance with the Act and this Lease.

**IT IS AGREED this Lease is not in effect unless it has been approved and executed by the Landlord.**

**I agree that the Landlord reserves the right to refuse this tenancy application without providing a reason or explanation.**

**THIS LEASE, when executed, contains the entire agreement between the parties hereto and neither party shall be bound by any oral statements or representations by way of inducement or otherwise not herein contained.**

**The tenancy created by this agreement is governed by the Residential Tenancies Act of the province where the Premises are located and if there is any conflict between this agreement and the Act; the Act prevails.**

The statements of fact made in the application for this leased accommodation are true. By signing below we acknowledge receipt of a copy of this Lease and the application.

Dated at COLD LAKE AB this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_

Witness

\_\_\_\_\_

Tenant

\_\_\_\_\_

Co-Tenant

**REMAI CONSTRUCTION GROUP INC.**

\_\_\_\_\_

Agent for the Landlord