

# HOUSE LEASE

This lease made as of \_\_\_\_\_, between the "Landlord" and the "Tenant."

Landlord:

Tenant:

## 1. Lease and Term.

The Landlord leases to the Tenant the private dwelling-house known as \_\_\_\_\_ (the "Premises") for a term beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ (the "Term"), subject to any earlier termination of this Lease in accordance with the provisions of this Lease.

## 2. Rent.

The Tenant shall pay to the Landlord during the Term rent (the "Rent") in the amount of \_\_\_\_\_ per month, in advance, on the first day each and every month commencing \_\_\_\_\_. The Rent shall be paid at the Landlord's address or at such other place as the Landlord may, from time to time, direct.

## 3. Rental Deposit.

The Tenant agrees to pay to the Landlord, upon signing of this lease, the sum of \$ \_\_\_\_\_ as prepaid rent to be applied toward the last month's rent of the Term.

## 4. Utilities.

The Tenant agrees to pay when due all utilities to the Premises including electricity, gas, hot water heater, telephone and cable television, and to pay any deposits required by the suppliers of any such utilities.

## 5. Use and Occupancy of Premises.

The Tenant agrees to use the Premises for residential purposes only and for no other purpose and not to allow the Premises to be occupied or otherwise used by anyone other than the Tenant and the following persons listed below:

Name	Age	Relationship

## 6. Maintenance.

The Tenant covenants with the Landlord to maintain the Premises in good and tenantable repair, fair wear and tear excepted, and for this purpose to repair and replace where necessary, fences, doors and gates; to keep the driveways adequately paved or graveled; to keep the sidewalks in front and at the sides of the Premises free of snow and ice; to keep the flower beds properly cultivated and planted, the lawns watered and mowed and the

shrubs and trees properly trimmed and replaced when necessary; to cleanse and repair the drains; to repaint the interior and exterior of the Premises when required; to permit the Landlord and his agents with or without workmen and others and with all necessary equipment to enter and examine the condition of the Premises including the grounds, gardens, driveways, garages and outbuildings and upon notice by the Landlord forthwith to repair in accordance with the notice.

**7. Waste and Cleanliness.**

The Tenant shall not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate in or about the building, yards or passages of the Premises and will, at all times, keep the Premises in clean and wholesome condition, and shall, immediately before termination of the Term, wash the floors, windows and woodwork of the Premises.

**8. Condition of Premises.**

The Tenant declares that no representations as to the condition of the Premises have been made to him by the Landlord or his agent except those representations expressed in this Lease, and that no promise has been made by the Landlord or by his or her agent to decorate, alter or improve the Premises.

**9. Alterations.**

The Tenant shall not make or permit to be made any alteration or addition to the Premises without first having submitted a plan or a sufficient specification thereof to the Landlord or his or her agent, and obtained his or her written approval thereof.

**10. Insurance.**

The Tenant covenants with the Landlord not to permit or suffer to be done anything whereby any policy of insurance on the Premises may become void or voidable or whereby the rate of premium thereof may be increased, and to repay the Landlord on demand all sums paid by way of increased premiums and all expenses incurred by the Landlord in connection with any renewal or replacement of the policy rendered necessary by breach of this covenant. The Tenant agrees to arrange any content insurance for his or her own property and contents.

**11. Quiet Enjoyment.**

The Landlord covenants with the Tenant that provided that the Tenant pays Rent when due and observes and performs all of the Tenants covenants and obligations under this Lease, the Tenant shall peaceably hold the Premises during the Term without any interference by the Landlord or any person rightfully claiming under the Landlord.

**12. Tenant Not to Assign or Sublet.**

The Tenant shall not assign sublet or part with possession of the Premises or any part thereof without the prior written consent of the Landlord, which consent shall not be arbitrarily or unreasonably withheld. The Landlord may assign this Lease and all of his or her rights and obligations hereunder without the Tenant's consent.

**13. No Antenna.**

The Tenant covenants and agrees with the Landlord that he or she will not, without the written consent of the Landlord, erect or cause to be erected on the building on the Premises, or any part thereof, any television or radio antenna or any other device or apparatus whatsoever, and if any such television or radio antenna, device or apparatus is erected without such written consent, to immediately remove the same upon request of the Landlord or his agent or representative. The Tenant further agrees that if any such

television or radio antenna, device or apparatus is erected on the said building, the Tenant will (whether with or without the consent of the Landlord), at his or her own expense, repair any damage done to the building or Premises by reason of the erection, maintenance or removal thereof and will indemnify and save harmless the Landlord, his servants and agents from all liability for damages to persons or property as a result of the erection, maintenance or removal thereof.

**14. Landlord Not Liable.**

The Landlord shall not be liable for any damage to any property at any time in the said Premises or building from gas, water, steam, waterworks, rain or snow, which may leak into, issue or flow from any part of the said building of which the Premises are a part or from the pipes or plumbing works of the same, or from any other place or quarter.

**15. Tenant to Notify.**

The Tenant shall give the Landlord prompt written notice of any accident or other defect in the water pipes, gas pipes or heating apparatus, telephone, electric light or other wires.

**16. Liability of Tenant.**

The Tenant shall be liable for any damage done by reason of water being left running from the taps in the demised Premises or from gas permitted to escape therein.

**17. Separate School Supporter.**

If the Tenant is assessed as a Separate School Supporter, he or she will pay to the Landlord a sum sufficient to cover the excess of the Separate School tax, over the public school tax, if any, for a full calendar year and the Tenant shall pay to the Landlord on demand, as additional rent, any increase in real property taxes and local improvements assessed against the said Premises over and above those levied for the calendar year.

**18. Acceptance of Overdue Rent.**

The acceptance by the Landlord of arrears of rent or compensation for use or occupation of the Premises after notice of termination of the lease has been given shall not operate as a waiver of the notice or as a reinstatement of the lease or as a creation of a new lease unless the parties so agree.

**19. Right to Enter Premises.**

Upon notice of termination of the Lease being given, the Landlord shall have the right, at reasonable times during daylight, to enter and show the Premises to prospective tenants; otherwise, except in cases of emergency, the Landlord shall not exercise a right to enter the Premises unless he has first given written notice to the Tenant at least twenty-four hours before the time of entry, which shall be during daylight and specified in the notice.

**20. Failure to Vacate.**

If the Tenant is obliged to vacate the Premises on or before a certain date and the Landlord has entered into a lease with a third party to rent the Premises after such date and the Tenant fails to vacate the Premises thereby causing the Landlord to be liable to such third party, then the Tenant shall, in addition to any other liability hereunder, indemnify the Landlord for all losses suffered by reason of his or her failure to vacate.

**21. End of Term.**

At the end of the Term, the Tenant shall yield up the Premises in the same state of repair and condition as at the beginning of the Term, fair wear and tear excluded. During the last two (2) months of the Term, the Tenant shall permit the Landlord to affix and retain on any

part of the exterior of the Premises a notice that the Premises are for rent or sale and to permit the Premises to be viewed at all reasonable times by persons authorized by the Landlord or his agent.

**22. Overholding by Tenant.**

If the Tenant remains in occupation of the Premises after the expiration of the Term without a written agreement to the contrary, he or she shall not be deemed to be a tenant from year to year, but shall be a monthly tenant at a rental equivalent to the monthly payment of rent herein provided for, payable in advance, and all the terms and conditions hereof, so far as applicable, shall apply to such monthly tenancy.

**23. Vacating or Abandonment.**

The Tenant covenants and agrees with the Landlord that in case the Premises shall be vacated or abandoned, the Landlord in addition to all other rights hereby reserved to him or her, shall have the right to enter the same either by force or otherwise without being liable for any prosecution therefore, and to re-let the Premises and to receive the rent therefore. Provided that if any Rent is overdue and the Premises are vacant, it shall be presumed that the Tenant has vacated or abandoned the said Premises and the Landlord shall be entitled to take immediate possession thereof.

**24. No Release of Tenant.**

Nothing in this Lease contained and no entry made by the Landlord hereunder shall in any way release the Tenant from payment of the Rent during the Term beyond such sum as maybe realized by the Landlord by the re-letting hereinbefore allowed.

**25. Default by Tenant.**

If at any time the Rent or any part of it remains unpaid for ten (10) days after becoming due or if any of the Tenant's covenants are not performed or observed, or if the Tenant becomes bankrupt or enters into any composition with his other creditors or suffers any distress or execution to be levied upon any of his or her goods, or being a company goes into liquidation except for the purpose of amalgamation then the Landlord may at any time thereafter reenter upon the Premises or any part of them in the name of the whole and relet the Premises as agent for the Tenant and receive the rent from the reletting and as agent for the Tenant take possession of any furniture and other property on the Premises and sell it at public or private sale without notice and apply the proceeds of the sale and any rent from reletting on account of the rent due under this Lease and the Tenant shall remain liable to the Landlord for any deficiency.

**26. Condonation of Breach Not a Waiver.**

Provided always and it is agreed that any excusing, condoning, or overlooking by the Landlord of any default, breach or non-observance by a Tenant at any time of covenant, proviso, condition or regulation in this Lease shall not operate as a waiver of the Landlord's rights under this Lease in respect of subsequent defaults, breaches, or non-observances of terms of this Lease, and shall not defeat or affect in any way the Landlord's rights in respect of any such subsequent default or breach.

**27. Indemnity.**

The Tenant covenants with the Landlord to indemnify the Landlord in respect of all liabilities, fines, suits, claims, demands and actions of any kind for which the Landlord may become liable by reason of breach or non-performance by the Tenant of any covenant, agreement or proviso of this Lease, or by reason of any act or default by the Tenant or member of his or her family, household or guests, his indemnity shall, where the breach,

non-performance, damage to property, personal injury or death occurs during the term of this Lease, survive termination of this Lease.

**28. Joint and Several.**

Each of the Tenants covenants with the Landlord that all covenants, undertakings and agreements in the Lease shall be construed as both joint and several with respect to each Tenant.

**29. Notices.**

All notices under this Lease shall be in writing. Any notice to the Tenant shall be sufficiently served if addressed to the Tenant at the Premises or sent to him or her by mail to his or her last known address. Any notice to the Landlord shall be sufficiently served if addressed to the Landlord at the address set out as the Landlord's address at the beginning of this Lease, or sent to him or her by mail to his or her last known address.

**30. Successors and Assigns.**

This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and permitted assigns.

**31. Smoking Policy.**

Smoking inside of the property is not permitted. At end of lease, costs associated to repairing negative effects related to smoking such as, but not limited to, odor or discoloration will be charged to the Tenant.

Landlord:	Signature:	Date:
Witness:	Signature:	Date:
Tenant:	Signature:	Date:
Tenant:	Signature:	Date: