

RESIDENTIAL TENANCY LEASE AGREEMENT

THIS AGREEMENT, made in triplicate the day of _____, 20__

BETWEEN:

Of _____, _____, AB _____ Tel: (111)111-1111 Fax: (222) 222-2222
(hereinafter referred to as the "Landlord")

AND

(hereinafter referred individually or collectively as the "Tenant")

THE LANDLORD AND THE TENANT AGREE AS FOLLOWS:

1. PREMISES: The Landlord subject to the conditions hereinafter mentioned, hereby leases to the Tenant, premises described as follows:

_____ municipal address including Suite Number – City or Town – Province
(hereinafter called the "Premises") for use and occupation as residential premises only, subject to the terms and conditions set forth.

2. TERM:

(a) This Agreement shall constitute a periodic tenancy and shall be for a primary term commencing at 12 o'clock noon on the first day of _____, 20__ and ending at 12 o'clock noon on the last day of _____, 20__ and for extended terms of one month each from month to month thereafter until terminated by either the Landlord or the Tenant in accordance with the provisions in clause 9 Termination.

OR

(b) This Agreement shall be for a fixed term commencing at 12 o'clock noon on the first day of _____, 20__ and ending at 12 o'clock noon on the last day of _____, 20__ and no notice shall be required of either the Landlord or Tenant to terminate the tenancy at the end of the fixed term.

3. RENT: The rent shall be (\$ _____) Dollars per month and shall be

due and payable in advance by the Tenant to the Landlord at the Landlord's office as set out above, or at such other address as specified by the Landlord from time to time, on the **FIRST DAY** of each and every month during the Tenancy. When two or more persons comprise the Tenant for the purposes of this Lease, the Landlord may collect the rent due to the Landlord pursuant to this Lease from any one, some or all of them, and their obligations hereunder shall be joint as well as several.

In the event that the Tenant takes possession of the premises prior to the commencement date of this lease, the Tenant shall pay to the Landlord for the Tenant's use and occupancy on a per diem basis. It is agreed that the "Tenancy Month" hereby created begins on the commencement date, notwithstanding that the Tenant may take possession or be obligated to pay rent prior to that date at a prorated amount of (\$ _____) for the period from _____, 20__ to the last day of _____, 20__, and all terms and conditions of this lease shall be in affect.

If rent is paid by cheque, the cheque shall be made payable to the Landlord as noted above and should such cheque be returned to the Landlord by a bank for any reason, the Landlord shall be entitled to add, as additional rent a charge of **\$25.00** (for administrative expenses) which charge shall be recoverable in the same manner as rent herein. In the event any cheque provided by the Tenant to the Landlord is returned for non sufficient funds, or fails to clear for any other reason, the Tenant at the Landlord's request shall thereafter provide certified cheques for rent and other payments due.

Additional Rent: The Tenant agrees to pay to the Landlord when and as the same become due and payable, without deduction or demand, all rentals and other charges herein provided. The Tenant also agree to pay all damages and expenses which the Landlord may suffer or incur by reason of any default of the Tenant or failure on his part to comply with any of the provisions

of the Lease, including but not limited to costs and repairs, necessary to re-lease the apartment, and any damages to the apartment or related buildings, caused by any act of the Tenant, the Tenant's family, guests, employees, invitees, licensees or other person or persons visiting the Tenant or by any animal. Any charges under this paragraph shall be deemed additional rent payable with the rents due as provided for in paragraph 3 of this agreement and shall be collectable as such by management promptly as incurred.

Service Charge: Time is of the essence of this lease and the Tenant be deemed in default in the event the Tenant fail to make rental payments including payment of additional rentals on the date specified in paragraph 3. Landlord shall be entitled to possession without further notice or demand for rent, in the event of such default. Should the Landlord elect to accept rental payments after such default occurs, Tenant shall pay additional rental of **One Hundred (\$100.00) Dollars**. Acceptance by the Landlord of late rental payments shall not be deemed a waiver by the Landlord of its rights to declare a default hereunder if the Tenant fails to make rental payments promptly as herein provided.

4. PARKING: The Tenant shall pay monthly, in addition to the rent, in advance to the Landlord at the Landlord's address as noted above, a rental of \$ _____ per month for parking stall no. _____, on the **FIRST** day of each and every month of the term of this lease. The Tenant may cancel the parking with one month's notice, given on or before the last day of the month to be effective on the last day of the following month.

5. APPLIANCES/FURNITURE: The Landlord also leases to the Tenant, the following items, which the Tenant agree to keep clean and in good condition, ordinary wear expected.

Refrigerator _____ Range _____ Dishwasher _____ Other _____ Furnished Suite
Schedule Attached _____

6. UTILITIES/SERVICES: The Tenant shall be responsible for all charges for telephone and other utilities not provided by the Landlord.

7. OTHER OCCUPANTS: The Tenant agrees that in addition to the Tenant, the premises may be occupied only by the following other persons:

Name _____ Name _____ Name _____

Together with any natural increase in the Tenant's family, but in any event not exceeding a total of _____ persons, unless the Landlord consents in writing to the occupancy of the premises by some other or an additional person or persons.

8. DEPOSIT: The Tenant agrees to pay the Landlord a deposit of \$ _____. It is agreed between the Tenant and the Landlord that interest on the deposit shall be compounded annually and be paid to the Tenant at the termination of the tenancy. The Landlord may deduct from the security deposit any amounts that the Landlord seems necessary to provide for:

- (a) repairing any damage or loss to the premises (including the building of which the premises form a part and the ground of which the building forms a part), fixtures, furniture, appliances and any other items leased pursuant to the Lease which damages may have been caused by the Tenant or any person or persons invited on the premises by the Tenant (Burns and other marks on carpets, furnishings and walls shall not be considered normal wear and tear); or animal(s) or thing(s) allowed in the building by the Tenant.
- (b) cleaning the premises and any property rented with it, (include but not limited to professional cleaning of carpet and drapery) if the Tenant gives up possession of the premises in such condition that the premises require cleaning;
- (c) payment of rent owing to the Landlord by the Tenant upon the termination of this Lease and;
- (d) the discharge of any other obligations or liabilities of the Tenant to the Landlord.

The Tenant is responsible for the amount of any damages or cleaning costs in excess of the deposit. It is further agreed and understood that the Tenant cannot apply the security deposit against any rent owing to the Landlord during the tenancy. If the Tenant terminates this lease within three months of occupying the premises, their deposit shall be forfeited to the Landlord as liquidated damages to cover re-rental expenses and not as a penalty. If the Tenant does not give proper notice or breaks the lease term, and the Landlord is able to re-rent the premises a \$200.00 re-rental fee shall be deducted from the deposit.

9. TERMINATION: Except as otherwise provide for in the lease:

- (a) The Landlord may terminate the tenancy by serving a written notice of termination on the Tenant ON OR BEFORE THE LAST DAY OF ONE MONTH OF THE TENANCY TO BE EFFECTIVE ON THE LAST DAY OF THE THIRD CONSECUTIVE, CLEAR MONTH FOLLOWING THE DATE OF SERVICE OF THE NOTICE.
- (b) The Tenant may terminate the tenancy by serving a written notice of termination on the Landlord ON OR BEFORE THE LAST DAY OF ONE MONTH OF THE TENANCY TO BE EFFECTIVE ON THE LAST DAY

OF THE FOLLOWING MONTH OF TENANCY.

OR

- (a) The Landlord may terminate the tenancy by serving a written notice termination on the Tenant ON OR BEFORE THE 90TH DAY BEFORE THE LAST DAY OF ANY TENANCY YEAR.
- (b) The Tenant may terminate the tenancy by serving a written notice of termination on the Landlord ON OR BEFORE THE 60TH DAY BEFORE THE LAST DAY OF ANY TENANCY YEAR.

The Tenant shall be liable for any expenses or loss incurred by the Landlord due to the failure of the Tenant to vacate the apartment promptly at the termination of the lease.

10. TENANTS COVENANTS:

- (a) that the Tenant will pay the rent when due;
- (b) that the Tenant will comply with all safety standards, municipal bylaws, fire, housing, sanitation and health regulations. The Tenant will not do, nor neglect to do, anything by which a safety, fire or health hazard is created;
- (c) that the Tenant will not at any time use the premises as other than a residential dwelling;
- (d) that the Tenant will not willfully or negligently damage the premises, the building, the grounds, or the furnishings/equipment;
- (e) that the Tenant will not create a nuisance or break any conditions or rules contained in this lease;
- (f) that the Tenant will not sublet, assign or re-rent the apartment nor leave guests in charge of the premises nor have guests stay longer than one week; without written consent of the landlord not to be unreasonably withheld;
- (g) that the Tenant will not in any significant manner interfere with rights of either the Landlord or other tenants in the premises, the common areas or the property of which they form a part;
- (h) that the Tenant will not perform illegal acts or carry on illegal trade, business or occupation in the premises, the common areas or the property of which they form a part;
- (i) that the Tenant will not endanger persons or property in the premises, the common areas or the property of which they form a part;
- (j) that the Tenant will not do or permit significant damage to the premises, the common areas or the property of which they form a part;
- (k) that the Tenant will maintain the premises and any property rented with it in a reasonably clean condition;
- (l) that the Tenant will vacate and leave in clean condition and good repair the premises at the expiration or termination of the tenancy;
- (m) that the Tenant will pay for the professional steam cleaning of the carpets upon vacating the premises.

11. CONDITION OF PREMISES: The Landlord and Tenant hereby agree to inspect the premises at the commencement of the tenancy and upon termination of the tenancy and that the condition of the premises at the aforesaid times will be noted on the Accommodation Inspection Report which forms a part of the Lease. The Accommodation Inspection Report shall be signed by both the Landlord and Tenant. In the event that the Tenant fails to inspect the premises or sign the Accommodation Inspection Report, The Accommodation Inspection Report as signed by the Landlord nonetheless be binding upon the Tenant. The Accommodation Inspection Report may be used and relied upon by the Landlord (where or not signed by the Tenant) as proof of the condition of the premises at the time of inspection and in determining the appropriate deductions, if any, to be taken by the Landlord from the deposit in accordance with Clause 8.

12. MAINTENANCE COSTS: The Tenant shall be responsible for the cost of repairing plugged toilets, sinks, and drains, and for the cost of replacing all windows and screens broken by the Tenant or their guests. The Tenant shall be responsible for replacing light bulbs, fluorescent tubes, and stove fuses in their premises, broken toilet seats, and any other damaged items. The Tenant shall be responsible for damages caused by windows and doors being left open in inclement weather including costs of repairing frozen pipes as well as repair and cleaning costs for damages caused by broken pipes. The Tenant shall also be responsible for damages due to fire caused by Tenant negligence i.e.: careless smoking, cooking, etc. The Tenant agrees to immediately report to the Landlord any and all damage that may occur to the premises throughout the continuance of this tenancy.

13. AID IN MAINTENANCE: The Tenant shall cooperate with the Landlord in the care and maintenance of the premises, building and grounds by promptly report to the Landlord any accident, break, or defect in the water, heating, or electrical systems or in any part of the building and its equipment.

14. TENANT INSURANCE: It is the responsibility of the Tenant to insure the Tenant's property on the premises against damage or loss to such property occasioned by fire, theft, and other perils, which cause such damage or loss. The Tenant's policy shall waive all rights of subrogation against the Landlord and its servants, agents and contractors; and the Tenant shall on demand provide a copy of his insurance to the Landlord.

The Tenant hereby waives and releases the Landlord from any liability whatsoever for damage or loss to any persons or property whatsoever which occurs in or in connection with the premises, the building and its facilities, the grounds and parking lot, howsoever caused, including loss due to negligence or fault of the Landlord or its servants, agents, or contractors (Tenant to look to its own insurance and insurers for recovery of and protection against any such loss or damage). Without

limiting the generality of the foregoing, the Landlord shall not be responsible for any loss of Tenant's property in the premises or stored in the building due to any cause whatsoever.

15. OVERHOLDING TENANTS: In the event the Tenant shall remain in the premises at the expiration or termination of the term, this Lease shall not be deemed to be renewed and the Tenant shall be deemed to be overholding on a day-to-day basis. In addition to any other remedy available to the Landlord, the Tenant shall pay damages for use and occupation of the premises equal to double the rent payable hereunder when calculated on a daily basis. The Overholding Tenant will also be liable for any damage suffered to the incoming tenant or damages suffered by Landlord in respect to an incoming tenant.

16. PREVIOUS TENANTS AND POSSESSION: If the Premises shall not be available for occupancy by the Tenant (for any reason whatsoever) upon the date of commencement of the term of this Lease, the rent shall not commence until the Premises are available for occupancy and possession by the Tenant. When there is a delay, through no fault of the Tenant two (2) or more weeks past the date of possession, the Landlord and the Tenant shall each have the option of terminating the Lease at that time. It is agreed that the Landlord shall not be liable to pay nor the Tenant be entitled to receive compensation for any damages, loss, inconvenience, nuisance or discomfort occasioned by the Premises are not available for possession and occupancy.

17. ABANDONMENT: Should the Tenant fail to take possession of the premises at the commencement of the present lease, or abandon the premises before the termination of the present lease, the Landlord may take possession without notice or demand and re-lease the premises on such conditions as the Landlord may deem advisable, without prejudice to the Landlord's right to recover rental which may be owing and all claims for damages. Any furniture and effects remaining in the building may at any time be sold by the Landlord to such persons and at such prices as he may see fit and the net proceeds thereof shall be applied in reduction of the Tenant indebtedness. If the Tenant abandons the premises prior to the termination of this Lease, and without having given proper notice, rent due and owing by the Tenant for the unexpired portion of the term of the Lease shall become fully due and payable together with a re-rental fee of Two Hundred (\$200.00) Dollars.

18. BREACH BY TENANT:

(a) If and whenever:

- (i) the rent hereby reserved or any part thereof is not paid when due, or there is non-payment of any other sums which the Tenant is obligated to pay under the provisions hereof; or
- (ii) the term hereby granted, or any goods, chattels or equipment of the Tenant shall be taken or be eligible in execution or in attachment or if a Writ of Execution shall issue against the Tenant; or
- (iii) the Tenant shall become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any Act that may be in force for bankrupt or insolvent debtors or become involved in voluntary winding up proceedings or if a receiver shall be appointed for the property or affairs of the Tenant; or
- (iv) the Tenant shall move or commence, attempt or threaten to move its goods, chattels, and equipment out of the Premises or shall abandon the Premises; or
- (v) the Tenant shall not observe, perform and keep each and every of the covenants, agreements, provisions, stipulations and conditions herein and in the said rules and regulations contained to be observed, performed and kept by the Tenant; then and in any of such cases, at the option of the Landlord, the full amount of the current month's and the next ensuing three (3) month's monthly rent shall immediately become due and payable and the Landlord may immediately disclaim for same, together with any arrears then unpaid; and the Landlord may on fourteen (14) days' notice in writing to the Tenant forthwith re-enter upon and take possession of the Premises or any part thereof in the name of the whole and remove and sell the Tenant's goods, chattels and equipment therefrom, any rule of law or equity to the contrary notwithstanding; and the Landlord may seize and sell such goods, chattels and equipment of the Tenant as are in the Premises as if they had remained and been disclaimed upon the Premises, and such sale may be affected in the discretion of the Landlord either by public auction or by private treaty, and either in bulk or by individual item, or partly by one means and partly by another, all as the Landlord in its entire discretion may decide.

(b) The Landlord shall be entitled to or does re-enter, the Landlord may terminate this Lease by giving fourteen (14) days' notice thereof as aforesaid, and in such event the Tenant shall accordingly vacate and surrender the Premises.

(c) That on the Landlord's becoming entitled to re-enter upon the premises under any of the provisions of this Lease, the Landlord in addition to all other rights shall have the right to enter the premises as agent of the Tenant either by force or otherwise, without being liable for any prosecution there from, and to re-let the Premises as the agent of the Tenant and to receive the rent there from and as the agent of the Tenant to take possession of any furniture or other property on the Premises and to sell the same at public or private sale without notice and to apply the proceeds of such sale and any rent derived from re-letting the premises on account of the rent under this Lease, and the Tenant shall be liable to the Landlord for the deficiency, if any.

(d) That in the event it shall be necessary for the Landlord to retain the services of a solicitor or any other proper person or agency for the purpose of assisting the Landlord in enforcing any of its rights hereunder in the event of default on the part of the Tenant or other event described in subparagraph (a) of this paragraph 17, the Tenant shall pay to the Landlord forthwith on demand, and shall indemnify and save harmless the Landlord from and against, any and all fees, disbursements and other charges whatsoever of such solicitor or other person or agency (legal fees and disbursements to be paid by the Tenant on a solicitor and-his-own client basis).

(e) No reference to or exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from any other remedy in respect thereof, whether allowed at law or equity or expressly provided for herein, No such remedy shall be exclusive or dependent upon any other such remedy but the Landlord may from time to time exercise anyone or more of such remedies independently or in combination.

19. BREACH OF RULES: Any alleged infringement of a condition of this lease brought to the notice of the Landlord will be promptly investigated and his decision will govern.

20. LIABILITY FOR RENT: When two or more persons occupy the same premises, the Landlord may collect the full rent from anyone of them.

21. RIGHT OF ENTRY: The Landlord shall have the right to enter the premises:

- (a) without notice or consent in the case of any emergency or in the event that the Tenant has abandoned the premises; or
- (b) after giving written 24 hour notice to the Tenant
 - (i) to inspect the state of repair of the premises; or
 - (ii) to make repairs to the premises; or
 - (iii) to show the premises to prospective purchasers or mortgages of the premises; or
 - (iv) to show the premises to prospective tenants after a notice of termination has been served or during the last month of tenancy if the tenancy is for a fixed term.

22. HEAVY OBJECTS: The Landlord retains the right to prescribe the weight and proper position of exceptionally heavy articles; and all damage done to the building by bringing or keeping in or taking out any article shall be made good and paid for by the Tenant who causes any articles to be brought or kept in or taken out of the building. Heavy objects include but are not limited to pianos, etc. or any other object, which weighs in excess of 50 lbs. Per square foot of floor area occupied by said object. Written permission must be obtain from the Landlord prior to brining a heavy object into the building.

23. NOTICE: Any notice respecting this lease may be given to the Landlord at the Landlord's rental office in the city in which the premises is located (or such other address as the Landlord may after this date designate) and may be given to the

Tenant either personal delivery to the Tenant (or one of them if there is more than one Tenant) or by delivery to the Premises. The Tenant agrees that any notice to the Landlord will only be effective upon the date of actual receipt by the Landlord's rental office regardless of when mailed or sent by the Tenant.

24. ELEVATOR: The Landlord will keep any elevator in the building in a good state of repair but shall not be responsible to the Tenant or their guests for any loss or injury resulting there from.

25. RULES AND REGULATIONS: The rules and regulations attached hereto, and any modification thereof or amendments thereto which the Owner may hereafter from time to time adopt and promulgate are considered a part of this lease, and the Tenant covenants that said "rules and regulations" shall be adhered to by the Tenant, his employees, invitees, and all other persons invited or uninvited by the Tenant into the premises or on the adjoining property of the Landlord. Violation of any rules and regulations shall be sufficient cause for termination of this lease by the Landlord, and shall constitute a breach of this lease. In no event however, shall the Landlord be liable to any Tenant for the violation by others of any rules and regulations or the breach of any covenant or provision in any lease of any other Tenant in the development of which the premises is a part.

26. SEVERABILITY: If any clause of this lease is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the intention of the parties is that the remaining clauses of this Lease shall not be affected and shall remain in full force and effect. Any failure of the Owner to enforce any of the provisions or restrictions herein contained shall in no way be deemed a waiver of the right to do so thereafter or to insist upon strict compliance with the terms hereof.

27. INTERPRETATION: Whenever the singular number of masculine gender is used in this agreement the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so required.

28. This Tenancy Contract and everything contained herein shall be binding upon and enure to the benefit of the parties hereto and the successors and assigns of the Landlord; and the heirs, executors and permitted assigns of the Tenant.

29. The Landlord shall not be responsible for statements made by its employees such as caretakers, maintenance persons, cleaning staff, leasing persons, or contractors where such statement are not in compliance with the Lease.

RULES AND REGULATIONS: Notwithstanding any other provisions for terminating this Lease, if, in the opinion of the Landlord, the Tenant break any of the conditions contained herein including the following, the Landlord may terminate this lease by giving the Tenant written notice that the tenancy be terminated. Privacy and convenience are best achieved by people living together, with some mutually agreed upon understandings. These understanding have been set out as the following rules designed to help maintain community appearance and tranquility. We use these rules as little as possible but they are there to protect you and use if need be.

1. **COMBUSTIBLES:** No storage of any combustibles or offensive goods, provisions, or materials, shall be kept in the premises or building by the Tenant(s).
2. **GARBAGE.** All refuse shall be securely wrapped and tied before being placed in garbage cans. Where garbage chutes are provided, only refuse securely wrapped shall be placed into the garbage chutes. Bottles and newspapers should be placed neatly in a designated area.
3. **CONTAINER EXPLOSION:** Bottles and pressurized cans shall be placed in the garbage containers and not down garbage chutes.
4. **HALLS:** The hallways, passages, and stairs of the building in which the premises is situated shall be used for no purpose other than going to and from the premises and Tenant(s) shall not in anyway encumber with boxes, shopping carts, or place or leave rubbish in the area used in common with other Tenant(s). In accordance with Fire Regulations, halls must be kept free of all rubbers, mats, baby carriages, etc, and fire fighting equipment must not be interfered with.
5. **BOOTS AND RUBBERS:** Boots and rubbers shall be removed at the entrance to the building and taken into the Tenant(s) premises.
6. **ALTERATIONS:** No alterations, painting or redecorating shall be done by Tenant(s). Wallpapering is not permitted under any circumstances.
7. **NAILS:** Tenants are permitted to use small finishing nails or nail supported hooks as a means to secure pictures on walls. Tenant(s) are not permitted to drive screws, hooks, etc. into or otherwise mutilate the walls, floors, ceiling or woodwork in the premises. The use of glue on or self-adhesive picture hangers is not permitted.
8. **LOCKS:** No additional locks shall be placed upon any door of the premises without the written consent of the Landlord.
9. **WINDOWS, BALCONIES:** Tenant(s) will not shake, clean or hang any laundry, rugs, mats, clothes, bedding, etc, from windows, balconies or landings; nor shall any objects whatever be thrown or swept from windows or balconies. No flower boxes or other objects are to be placed on window ledges or railings.
10. **WATER:** The water shall not be left running unless in actual use. To prevent flooding, shower curtains must be put inside the bathtub or tub enclosure is to be closed.
11. **HEATING:** The Tenant(s) and those occupying under this lease shall not interfere with the furnace heating apparatus or with the lights of the building which are not within the premises.
12. **CHILDREN:** Children are not allowed as Tenant(s) of the premises except where the Owner has given its written consent. Children are not permitted in the laundry room at any time. Children are not permitted to be unattended in common areas at

any time (children being any person under the age of 18 years).

13. LAUNDRY: The Tenant(s) shall have the right in common with other Tenant(s) to use the laundry room and equipment. Tenant(s) shall use the laundry room at their own risk. The laundry room as well as the appliances, tables and sinks shall be left in a clean and proper condition after use.

14. ANIMALS: No pets or animals of any sort shall be allowed or kept in or about the premises at any time.

15. WIRING: No wires for electric lights, television or radio connections or otherwise are to be introduced, nor the position of any existing wires altered, and the telephone shall be permitted only at the place in the premises provided for the same.

16. CAR HEATERS: Because of the resulting overloading of circuits, no interior car warmers are to be used in the parking lot.

17. NOISE AND DISTURBANCES: Tenant(s) will not do or permit to be done in their premises or in the building anything that is likely to disturb or be a nuisance to the other Tenant(s) or neighbours. In particular, Tenant(s) shall not allow the noise of their radio, T.V., musical instruments, cars, or guest(s) to disturb other Tenant(s) during the day or night.

18. OTHER RULES: Tenant(s) will obey any rules posted regarding the use and care of the building, parking lot, laundry room and other facilities such as swimming pool, playground. etc. that are provided for the use of Tenant(s).

19. DRAPES: Drapes, when provided by the Landlord, are not to be removed or replaced by Tenant(s). Tinfoil is not permitted on the windows.

20. SIGNS: Tenant(s) shall not display any signs, exterior lights or markings on the premises, and no awnings or other projections shall be attached to the outside walls of the building of which premises is a part.

21. PLUMBING AND ELECTRICITY: Toilets, basins. etc. shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other improper articles be placed into same. The electrical system shall not be overloaded by Tenant(s). Any damage resulting from, misuse of the aforementioned facilities, shall be corrected by Landlord at the expense of Tenant(s).

22. LOCKS AND KEYS; Tenant(s) are prohibited from changing or in any way altering locks installed on the doors of the premises. There shall be a charge made for lost keys or keys which Tenant(s) fail to return. In the event Tenant(s) shall be locked out and shall require services of Management on opening premises, Tenant(s) shall pay a charge to be determined at the time for each such occurrence on holidays, Saturdays, and between 5:00 p.m. and 5:00 a.m. weekdays, providing management at its option is able to provide such service.

23. DELIVERIES/MOVING: The delivery of furniture/large items to and from the premises is permitted only between 9 a.m. to 5 p.m. daily except Sundays and holidays. Removal of all packing cases, barrels, boxes and any other goods or materials used in moving will be the responsibility of Tenant(s). Such items are to be flattened and disposed of in the designated area. Prior arrangements must be made should an elevator be required and put on service.

24. APPLIANCES: Tenant shall not install major appliances of any kind within, on, or about the premises without the Landlord's written consent.

25. ANTENNAS/SATELITE DISHES: Radio/television aerials or satellite dishes shall not be placed or erected on the roof, balcony or exterior of the building. Amateur radio transmission is prohibited within the development.

26. PARKING: Tenant agrees to abide by the parking regulations which may be established from time to time by the Landlord, and if the Landlord has designated a space to park. Tenant shall park only in the space provided and shall notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. Vehicles are not to be backed into parking stalls, if applicable. Unlicensed, uninsured and/or inoperable vehicles parked on the Landlord's property will be removed at the Tenant's expense.

27. OTHER VEHICLES: No boats, trailers, campers, motorcycles, or vehicles larger than a passenger automobile will be permitted within the development of which the premises is part. Moreover, any type of non-operative vehicle will not be permitted within the development of which the premises is a part and any such vehicle or any of the properties mentioned in the preceding sentence may be removed by the Landlord at the expense of the Tenant owning the same for storage or public or private sale, at the election of the Landlord, and the Tenant owning same shall have no right of recourse against the Landlord therefore. No repairing of automobiles, trailers, boats, campers, or any other property of Tenant will be permitted on the property.

28. STORAGE: No lighted candle or lamp shall be taken into storage areas. No goods or materials of any kind or description that are combustible or would increase the fire risk shall be stored herein and the Landlord will not be responsible for any loss or damage thereto by fire, theft, or otherwise.

29. ATTIRE: No person shall be permitted on or about the premises unless properly attired.

30. SOLICITING: Soliciting is strictly forbidden. It is requested that the Tenant notify the office if a solicitor appears and appropriate action will be taken.

31. NEGLIGENCE OF DUTY: Tenant is respectfully requested to promptly report any neglect of duty or any incivility on the part of the employees of Management, and any other matters, which interfere in any way with the full enjoyment of the premises by the Tenant.

32. COLD TEMPERATURES: Tenant is advised that throughout the winter season it is imperative that windows and balcony doors be kept securely closed when the outside temperature is below freezing. Failure to do so may result in the freezing and/or bursting of heating pipes. This will result in flooding of the suite (and possibly other suites). DAMAGES RESULTING FROM FROZEN WATER PIPES ARE THE FINANCIAL RESPONSIBILITY OF THE TENANT as noted in #12

33. WINDOWS AND BALCONY DOORS: Should be closed at any time when the premises are left unattended. This will prevent any inadvertent flooding because of rains. Should drapes, carpeting, or any other part of the premises or property become damaged as a result of an infiltration of water through open doors or windows the resulting damages will be the financial responsibility of the Tenant involved.

34. GUESTS: Tenant(s) shall be responsible and liable for the conduct of their guests. Acts of guest(s) in violation of the Lease or these Rules and Regulations shall be deemed a default by Tenant.

35. NEW RULES: The Landlord may from time to time make such other and further reasonable rules for the care and

cleanliness of the building and grounds and for the comfort and convenience of the Tenant; and the Tenants, their families, visitors and guests shall obey such rules.
36. The Landlord reserves the right to cancel and terminate this lease within three days of the lease being signed by the Tenant, whether or not the Tenant has occupied the premises, if the Landlord in his sole discretion so decides.
37. This document is of no effect until signed by both the Landlord and the Tenant.

Failure to pay rent in full when due (First Day of Each and Every Month) will result in the following:
Door hanger/Notification will be placed on the premises on the 2nd. 14 day Eviction Notice issued on the 3rd. Tenant must contact Landlord immediately. Notice will be issued advising that the premises will be shown for leasing. The first business day after Eviction Notice comes to term, Order of Possession action will commence. Once obtained, all outstanding rent and legal costs will be sent to the Landlord's Collection Agency for payment, which results in placement on the Tenant(s) Credit Report.

The Tenancy created by this agreement is governed by the Residential Tenancies Act and if there is a conflict between this agreement and the Act, the Act prevails.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Signed by the Landlord

Witness

Signed by the Tenant in the presence of:

Witness

Signature of Tenant

Signature of Tenant

I hereby acknowledge receipt of a DUPLICATE ORIGINAL OF THIS AGREEMENT this _____ day of _____, 200__.

Signature of Tenant



CREDIT APPLICATION FORM

COVENANT INFORMATION

DATE: _____

NAME OF APPLICANT IN FULL		DATE OF BIRTH	SOCIAL INSURANCE NO.	HOME PHONE NO.	BUS PHONE NO.
NAME OF CO-APPLICANTS		DATE OF BIRTH	SOCIAL INSURANCE NO.	DEPENDENTS AND AGES	
PRESENT ADDRESS (3 YEARS RESIDENCE HISTORY REQUIRED)			HOW LONG	LANDLORD OR MORTGAGEE (MO. PAYMENT)	PHONE NO.
APPLICANTS EMPLOYER (3 YEARS EMPLOYMENT HISTORY REQUIRED)			POSITION	HOURLY RATE	HOW LONG
ANNUAL INCOME		OVERTIME OR COMMISSION INCOME	INCOME FOR PREVIOUS YEAR		
PREVIOUS EMPLOYER(S)					HOW LONG
					HOW LONG
CO-APPLICANTS EMPLOYER (3 YEARS EMPLOYMENT HISTORY REQUIRED)			POSITION	HOURLY RATE	HOW LONG
ANNUAL INCOME		OVERTIME OR COMMISSION INCOME	INCOME FOR PREVIOUS YEAR		
PREVIOUS EMPLOYER(S)					HOW LONG
OTHER SOURCES OF INCOME					
NAME AND ADDRESS OF BANKING INSTITUTIONS		ACCOUNT NUMBERS		SOURCE AND LOCATION OF DOWNPAYMENT	

ASSETS

LIABILITIES

			Mo. Payments	Total
Debt				
Bank Accounts	\$	Bank Loan	\$	
	\$		\$	
	\$		\$	
Deposit	\$		\$	
	\$		\$	
RRSP	\$		\$	
	\$		\$	
Pension Plans	\$		\$	
	\$		\$	
Stocks	\$	Mortgage 1 st	\$	
	\$		\$	
Real Estate	\$	Mortgage	\$	
	\$		\$	
	\$		\$	
Vehicle Yr..... Make.....	\$	Other.....	\$	
	\$		\$	
Yr..... Make.....	\$	Charge Cards.....	\$	
	\$		\$	
Personal Effects	\$		\$	
	\$		\$	
Other	\$		\$	
	\$		\$	
Insurance	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

Total Assets \$..... \$.....
 Total Liabilities \$..... \$.....
 NET WORTH \$..... Total Liabilities \$.....

PARTICULARS OF SECURITY

LOT NO.	BLOCK	PLAN NO.	SUBDIVISION	BUILDING TO BE OCCUPIED BY APPLICANT <input type="checkbox"/> TENANT <input type="checkbox"/>		IF RENTED, ANNUAL INCOME
LOT SIZE		SQUARE FOOTAGE OF BUILDING		AGE	TYPE OF DWELLING	ZONING
VENDORS NAME OR PERSON TO CONTACT FOR ENTRANCE FOR APPRAISAL						TELEPHONE NO.
LOCATION OF PROPERTY OR CIVIC ADDRESS						
POSSESSION DATE		PURCHASE PRICE	CASH PAYMENT	PRESENT VALUE		TAXES (& CONDOMINIUM FEES)

DETAILS OF LOAN REQUIRED (Plus insurance premium of \$, if required)

AMOUNT	INTEREST RATE	TERM OF MORTGAGE	AMORTIZATION PERIOD	DATE FUNDS REQUIRED	PROGRESS
		%	YEARS		YES NO
AMORTIZED PAYMENT OF \$ MONTHLY (COVERING PRINCIPAL AND INTEREST) Taxes are generally collected monthly in advance by the lender.					
PURPOSE OF LOAN REQUIRED			GDS	TDS	

IN CONNECTION WITH MY APPLICATION FOR CREDIT, I HEREBY TAKE NOTICE THAT YOU MAY BE PROCURING AND MAY BE REFERRING TO A CONSUMER REPORT RESPECTING ME CONTAINING PERSONAL INFORMATION AND/OR CREDIT INFORMATION AND I HEREBY CONSENT THERETO AND TO THE DISCLOSURE OF SUCH INFORMATION TO OTHER CREDIT GRANTORS OR CONSUMER REPORTING AGENCY.

 Applicant Signature

FOUNDATIONS
 FOR SUCCESS

EXAMPLE

Option to Purchase

Agreement made this _____ day of _____, 20____, by and between
_____, hereinafter Optionor (Seller) and
_____, hereinafter Optionee (Buyer)

Whereas, Seller offers to Buyer an option to purchase real property with improvements thereon and Buyer desires to have the option to purchase said property, the parties, in consideration of their mutual promises contained herein, agree as follows:

- Property Subject to Option.** The real property owned by Seller, which is the subject of this Agreement is municipally described as _____, hereinafter referred to as the Property. The legal description is _____.
- Term and Exercise of Option.** This Agreement shall provide Buyer with the right to purchase the Property from the date of execution of this Agreement and continuing until _____ 20____. The option shall be exercised by delivering written notice to the Seller prior to the expiration of the option.
- Option Price.** Buyer shall have the right to purchase the Property for \$ _____
- Option Consideration.** In consideration for this Option, Buyer agrees to pay Seller \$ _____ now and \$ _____ upon exercise of this Option. Failure by Buyer to perform all lease obligations in any lease between Seller and Buyer shall constitute default under this Option and void all rights of Buyer hereunder.
- Details of Sale.** If Option is exercised, sale will close according to the real estate purchase contract attached as Schedule A. The completion date for the sale shall be 30 days from the date of exercise of the option or such other date as the parties may agree on. If Buyer has in turn sold to his tenant or another buyer, Seller will cooperate to achieve a simultaneous closing with one transfer of land.
- Binding on Heirs and Assigns.** This Agreement shall bind and inure to the benefit of all the respective heirs, personal representatives, successors, and assigns of the parties hereto.
- Entire Agreement.** This Agreement and attached schedules represents the entire agreement between the parties regarding the option and sale of the Property.

Agreed:

Witness

Date

Optionee (Buyer)

Witness

Date

Optionee (Buyer)

Witness

Date

Optionor (Seller)

Witness

Date

Optionor (Seller)

Witness

Date

Optionor (Seller)



Addendum Clauses:

7

- 1. Subject to appraisal.**
- 2. Subject to financing**
- 3. Subject to inspection**

Witness

Date

Optionee (Buyer)

Witness

Date

Optionee (Buyer)

Witness

Date

Optionor (Seller)

Witness

Date

Optionor (Seller)

FOUNDATIONS FOR SUCCESS

EXAMPLE

4. Buyer reserves the right to enter and repair property upon acceptance in order to obtain new financing. Buyer releases all claim on repairs or materials installed if purchase is not completed by time set here within to close.
5. Buyer will be granted a 30-day extension on this contract with _____ amount paid in additional deposits.
6. All appliances, plumbing, heating and electrical to be in working order upon possession.
7. All appliances and extras as seen on _____.
8. Subject to buyer's satisfaction of mortgage documents.
9. Subject to buyer's lawyer's approval.
10. Seller warrants that all personal property, building structure, wiring, appliances, electrical fixtures, plumbing, heating and air conditioning devices are in good working order and that the roof is in good repair and free of leaks. These warranties shall survive and extend past possession date for at period of one year.
11. Seller warrants that there are no liens or judgments against the property.
12. Buyer has the right to rent and/or sell on or before possession date.
13. Subject to the property being vacant upon possession.
14. Subject to property being rented with a lease of _____ months/years.
15. Subject to buyer's satisfaction of tenant rental agreements all ready in place.
16. Seller will give the tenants a three-month notice of rental increase.
17. Seller understands that the buyer will be in contact with the tenants for the purpose of having the tenants sign an agreement as to the amount of rental deposit they have paid.
18. Seller will be responsible for paying all late taxes due.
19. Seller is responsible for making sure all mortgage payments are current.

ACCOMMODATION INSPECTION REPORT
(IN TRIPLICATE)

NAME OF LANDLORD/LANDLORD'S AGENT

NAME OF TENANT(S)

1. _____

2. _____

3. _____

(ADDRESS)

(postal code)

ADDRESS OF PREMISES

PH. NUMBERS BUS: _____ RES: _____

SECURITY DEPOSIT COLLECTED: \$

DATE OCCUPIED:

VACATED:

SECURITY DEPOSIT COLLECTED: \$

DATE OCCUPIED:

VACATED:

KEY(S) ISSUED FOR PREMISES _____ KEY(S) RETURNED FOR PREMISES _____

FOR MAILBOX _____

FOR MAILBOX _____

IMPORTANT

THIS FORM SHOULD BE COMPLETED CAREFULLY SO AS TO PROVIDE AN ACCURATE RECORD OF THE CONDITION OF THE PREMISES AT THE BEGINNING AND AT THE END OF THE TENANCY. BOTH THE LANDLORD AND TENANT SHOULD RETAIN A COMPLETED COPY.

Code No.'s

- | | | | |
|-------------------|-------------------|------------|-----------------|
| 1. Clean/OK | 3. Needs Painting | 5. Missing | 7. Needs Repair |
| 2. Needs Cleaning | 4. Damaged | 6. Dirty | |

On Move In

On Move Out

	Code #	Describe Condition	Code #	Describe Condition
<i>ENTRANCE(S): Premises Only-</i>				
Doors and Closets				
Walls and Trim				
Floor coverings				
<i>KITCHEN:</i>				
Stove/Hood				
Fridge				
Dishwasher				
Countertops and Sink				
Cupboards and Doors				
Walls and Trim				
Floor Covering				
Ceiling				
Windows and Screens				
Electrical Fixtures				
<i>LIVING/DINING ROOM:</i>				

Drapes/Rods Walls and Trim				
Floor covering				
Ceiling				
Windows and Screens				
Electrical Fixtures				
Door/Window/Screen				
Electrical Fixtures				
<i>MASTER BEDROOM</i>				
Walls and Trim				
Closets and Doors				
Floor coverings				
Ceiling				
Drapes and Rods				
Windows/Screens				
Electrical Fixtures				
<i>2nd BEDROOM</i>				
Walls and Trim				
Closets and Doors				
Floor coverings				
Ceiling				
Drapes and Rods				
Windows/Screens				
Electrical Fixtures				

3rd <i>BEDROOM</i>				
Walls and Trim				
Closets and Doors				
Floor coverings				
Ceiling				
Drapes and Rods				
Windows/Screens				
<i>BASEMENT:</i>				
Walls /Floor				
Furnace/Filter				
Windows/Screens				
Electrical Fixtures				
<i>GENERAL</i>				
Balcony				
Patio Door/Screen				
Garage/Parking				
Doors/Screens				
Stair/Stairwell				
Yard Space				
Smoke Detector(s)				

Other Notes: _____

IN

OUT

(Signature of Landlord/Landlords Agent

Signature of Landlord/Landlord's Agent

Date (in)

Date (out)

Tenant Signature

Tenant Signature

Tenants Forwarding Address
Code

Postal

Tenant Screening

It is so important to find the right tenants. You want to rent to people who will be assets, not liabilities. In order to find these people, you or your management company need to pre-screen them before you even meet with them. This will help you to determine whether or not they are the type of quality, equity-building tenants you want. It also saves hours of your valuable time in driving out to the properties.

Here are the questions I like my management company to ask before they rent out one of my homes:

1. The house rents for _____, is that in your price range?
2. What area are you looking for?
3. Do you have good references to give me?
4. When do you need to move in?
5. How long do you expect to stay?
6. How long have you been living at your current address?
7. Are you renting or do you own right now?
8. Do you have pets?

9. The security deposit and rent are _____ and must be paid prior to moving in; do you have any problems with this?
10. Are you working? Where? How long?
11. Can you provide a reference from your boss?
12. Do you have any objections to me checking your credit?
13. Do you have references from your last two landlords?
14. Please give me your name and all of your phone numbers...
15. How did you hear about our rental?
16. I can meet you at the house between ____ and _____. Can you be there? Please write this down; my number is _____. You will need to call me *one hour prior to the appointment* to confirm that you will be there otherwise I will not show up.

- **Tenant's Clean-up Check List Upon Exiting the Property**

√	General Clean-up Responsibilities For All Rooms
	Remove all personal possessions
	Remove all garbage and debris
	Wash any dirty marks from walls and doors
	Clean windows including window frames
	Vacuum carpets or rugs thoroughly- remove stains and have professionally steam cleaned if necessary
	Sweep and wash floors thoroughly (damp mop hardwood and tile floors)
	Vacuum dust out of heat registers
	Wipe baseboards clean
	Vacuum and wipe dust from window coverings
	Dust all light fixtures
√	Bathrooms
	Thoroughly clean bathtub, tile walls, shower, toilet and sink

	Wipe mirrors
	Wash out medicine cabinet
	Wash out bathroom vanity
√	Kitchen
	Thoroughly clean stove including elements (take care not to scratch surface if you have a flat top), oven and hood fan
	Defrost fridge if not a frost-free
	Ensure ice trays and all fridge racks are washed and replaced
	Thoroughly clean inside and outside of fridge
	Thoroughly clean inside and outside of microwave (if included)
	Thoroughly clean sink and countertops
	Ensure oven racks and broiler pan are clean and in the stove
	Wipe inside and outside of all cabinets
√	Outside/Yard
	Remove all garbage or debris from the premises
	Cut the grass and weed the flower beds
	Remove all pet feces
	Wipe dirt from the outside of doors and mailbox
	Remove snow from the sidewalks in the winter
	Wash outside windows if dirty
	Remove all personal possessions from storage sheds or garages
	Sweep out all storage sheds or garages and wash with a garden hose if dirty
√	Laundry/Utility room
	Wipe washer and dryer
	Wipe hot water tank and furnace
	Sweep and wash floors
	Clean out any storage shelves or cabinets
√	Miscellaneous
	Be prepared to hand over all sets of keys for the property to the landlord/manager
	Leave thermostat set at 18 degrees Celsius
	Call utility companies to have services cancelled under your name as of the last day of your lease agreement

Note: The landlord is entitled to deduct any charges from your security/damage deposit to perform any cleaning responsibilities you leave uncompleted upon vacating the rental property. Current market rates for this service start at \$35/hr. Normal wear and tear to a property is acceptable but leaving it in dirty condition for the next tenant is not. You will also be charged for any expenses the landlord incurs to repair any damages you were responsible for during your tenancy. For more information contact your nearest Landlord and Tenant Advisory Board.

Thank You

AGREEMENT FOR SALE

THIS AGREEMENT made in _____, Alberta this _____ day of _____, 20 _____

BETWEEN:

 (Hereinafter called the "Seller")
OF THE FIRST PART,

--and--

 (Hereinafter called the "Buyer")
OF THE SECOND PART,

WHEREAS the Seller is the registered owner of the hereinafter described lands and premises, OR is entitled to become the registered owner of the hereinafter described lands and premises by virtue of the following:

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the covenant and agreements herein contained, the parties hereto covenant and agree with each other as follows:

The Seller agrees to sell and the Buyer agrees to buy the following lands and premises, namely:

at and for the price of _____ (\$ _____) dollars in Canadian currency payable as follows:

(a) _____ (\$ _____)



Dollars in cash upon the execution of this Agreement (the receipt whereof is hereby acknowledged by the Seller)

(b) _____ (\$_____)

Dollars by an unpaid Seller's equity which the Buyer shall pay by equal consecutive installments of \$_____ on the _____ day of _____, 20____ and the _____ day of each _____ thereafter until paid in full. (Said installments shall be blended payments of principal and interest (and taxes) (and fire insurance) to be applied in payment of (taxes) (fire insurance) interest due and principal successively. The place of payment of said installments shall be:

THE BUYER AGREES to pay interest to the Seller in Canadian currency at the same place and in the same manner as payment of the unpaid Seller's equity, said interest to be payable on the balance of the unpaid Seller's equity from time to time owing at the rate of _____ per cent (____%) per annum by _____ payments on the _____ day of _____, 20____ and the _____ day of each _____ thereafter until payment of the unpaid Seller's equity in full. Provided that on default of payment of any installment of interest secured under this Agreement the same shall thereupon become part of the unpaid Seller's equity and shall bear interest from the time when the same became due at the rate and in the manner aforesaid. The interest payable hereunder shall accrue from and after the _____ day of _____, 20____.

FROM AND AFTER the _____ day of _____, 20____ the Buyer shall be entitled to the rents, profits and benefits from said lands and premises and shall be liable for and shall pay all taxes, rates, utilities, liens, charges and assessments which are now or may hereafter be levied or charged against said lands and premises, and the Buyer shall insure the crops now or hereafter on said lands for the amount of their full insurable value against loss or damage by hail, and the Seller, when necessary, may make arrangements for managing and taking care of said lands and premises and crops, and from and after such date, the Buyer shall be entitled to possession of said lands and premises subject to the rights of existing tenancies and subject to the Buyer having fully performed this Agreement as of said date. The Buyer, except as against the Seller, shall obtain such possession at his own expense.

THE BUYER shall insure and during the currency of this Agreement keep insurance on said premises under standard fire policy or policies to the extent of the full insurable value of said premises with loss payable to such persons who may have a claim against said lands and premises prior to that of the Seller and loss payable thereafter to the Seller and the Buyer shall not do or suffer anything to be done whereby the said policy or policies may be vitiated and the Buyer shall pay all premiums and sums of money necessary for such purpose as the same become due and will assign and deliver over to such prior claimant and the Seller the policy or policies and the receipt or receipts therefore. Evidence of renewal of such insurance shall be produced to the Seller at least seven days before the insurance then existing shall expire, otherwise the Seller may insure as above provided without notice to Buyer. All monies received by virtue of any such policy or policies may at the option of the Seller either be forthwith applied in or towards rebuilding, reinstating or repairing said premises or towards payment of the balance of the Seller's equity. Forthwith upon the happening of such loss or damage the Buyer shall furnish at his own expense all necessary proofs of loss and do all necessary acts to enable the Seller to obtain payment of said insurance monies.

THE BUYER SHALL pay the purchase price in the manner aforesaid and does agree to assume and pay all mortgages, equities and claims aforesaid according to the terms thereof.

IN THE EVENT OF DEFAULT by the Buyer exceeding thirty days to pay said

- (a) taxes, rates, utilities, liens, charges, assessments, premiums for hail insurance, cost of management or care taking, or
- (b) premiums for fire insurance and effect such fire insurance, or
- (c) said mortgages, equities or claims according to the terms thereof

or any of them, the same shall constitute default under this Agreement by the Buyer and I the Seller shall be entitled forthwith to pay said taxes, rates, utilities, liens, charges and assessments levied against said lands and premises, and premiums for said hail insurance and to effect such insurance, and cost of management and care taking, and premiums for said fire insurance and to effect such fire insurance, and the payments required by the terms of such mortgages, equities and claims, respectively, and all monies so expended by the Seller, with interest thereon at the rate aforesaid computed from the time or times of advancing the same, shall be repaid by the Buyer to the Seller upon demand, and in the meantime the amount of such payments shall be added to the Seller's equity and shall bear interest as aforesaid, and all such payments shall become part of the Seller's security under this Agreement and shall be applied in reduction of the Buyer's estate and interest in said lands and premises.

IN THE EVENT of default by the Buyer under this Agreement all party costs and all solicitor and client costs and all legal and other expenses of the Seller in connection with this Agreement together with interest thereon at the said rate shall be repaid by the Buyer to the Seller upon demand, and in the meantime the amount of such payments shall be added to the Seller's equity and shall bear interest as aforesaid, and all such payments shall become part of the Seller's security under this Agreement and shall be applied in reduction of the Buyer's estate and interest in said lands and premises.

THE BUYER has examined the Seller's title or documents evidencing title prior to the execution by him of this Agreement, and by the execution of this Agreement the Buyer does accept such title as the Seller has as of the date hereinafter stated when this Agreement becomes effective and the Buyer does further accept the foregoing description of said lands and premises as correct. Upon payment by the Buyer of the unpaid Seller's equity the Seller shall forthwith at his own expense, either

- (a) Have prepared, execute and have registered at the Land Titles Office such documents as are necessary to evidence such payment and effect the registrations thereby required with respect to the title to said lands and premises at the Land Titles Office, or
- (b) Have prepared, execute and deliver to the Buyer a registrable transfer of title to said lands and premises subject to the exceptions, reservations and registrations as exist as of the date hereinafter stated when this Agreement becomes effective, and the registration of such transfer shall be at the expense of the Buyer.

IN THE EVENT of default by the Buyer under this Agreement, then without the happening of any further event the whole amount of the Seller's equity shall forthwith become due and payable in full. Any waiver by the Seller of any act of default by the Buyer shall not constitute a waiver of any subsequent default by the Buyer and shall not constitute or be construed as varying the terms of this Agreement. In the event the payments due under this Agreement should not be punctually made by the Buyer, the Buyer shall be deemed to have deliberately repudiated this Agreement and abandoned the same, and thereupon the Seller shall immediately be at liberty to determine or cancel this Agreement and re-enter upon and re-sell the said lands and premises, and all payments theretofore made by the Buyer under this Agreement shall be retained by the Seller as and by way of liquidated damages.

PROVIDED the Buyer is not then in default under the terms of this Agreement he shall have the right to prepay the whole or any part of the Seller's equity at any time without notice or bonus, but any partial prepayment shall not affect the Buyer's obligations to make all payments hereinbefore scheduled until the respective amounts be paid in full. And it is further agreed that any notice required to be given to the Buyer under this Agreement shall be sufficiently given as of the date of mailing by single registered mail to the Buyer at the address of the said lands and premises or _____.

AND IT IS FURTHER AGREED that any erections, buildings or improvements put upon said lands and premises after the date when this Agreement becomes effective shall thereupon become part of the Realty and shall not be removed or destroyed during the currency of this Agreement without the consent of the Seller first had and obtained, but such consent shall not be unreasonably withheld; and that the Buyer shall not do or permit done any act of waste to said lands and premises during the currency of this Agreement, and the Buyer during the currency of this Agreement shall well and sufficiently repair and maintain all erections, buildings, improvements and fences which exist as of or which may be put upon said lands and premises after the date when this Agreement becomes effective. Any failure by the Buyer under this paragraph shall constitute default under this Agreement by the Buyer.

WHEREVER the context requires, this Agreement shall be construed as the masculine reading the feminine, or the singular reading the plural or a corporation. This Agreement shall endure to the benefit of and be binding upon the heirs, executors, administrators, assigns and successors of the Parties hereto.

IN WITNESS WHEREOF the Seller has hereunto (set his hand and seal) (caused to be affixed its corporate seal and signed by its proper officers in this behalf), and the Buyer has hereunto (set his hand and seal) (caused to be affixed its corporate seal and signed by its proper officers in this behalf), both the day and year first above written.

SIGNED, SEALED AND Delivered in the presence of:

_____) _____
as to the signature of the Seller)

_____) _____
)
)
)
as to the signature of the Buyer

CONSENT OF SPOUSE

I, _____ married to the above named _____ do hereby give my consent to the disposition of our homestead made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by the DOWER ACT, to the extent necessary to give effect to the said disposition.

(Signature of Spouse)

Assignment of Contract for Purchase And Sale

- In reference to the contract for purchase and sale dated _____ between _____ and _____ or Assigns, Buyer and _____ Seller, concerning property described as:

Buyer hereby assigns all rights to said contract for sale and purchase to _____ Assignee in exchange for compensation in the amount of \$ _____.

FOUNDATIONS
FOR SUCCESS

EXAMPLE

Buyer/Assignor Date

Assignee Date

Buyer/Assignor Date

Assignee Date

Deposit Against Rent Receipt

Date: _____, 20__

Received from _____

The Sum of _____ Dollars \$ _____

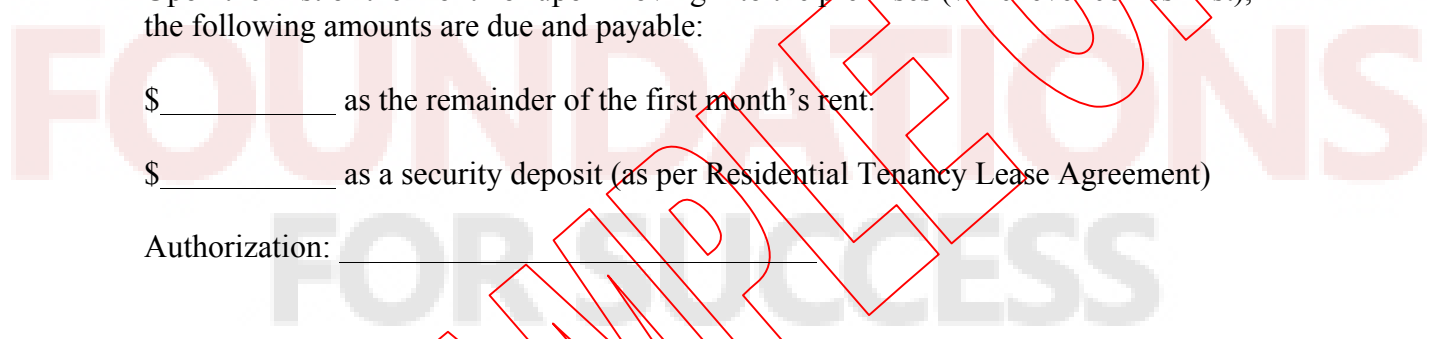
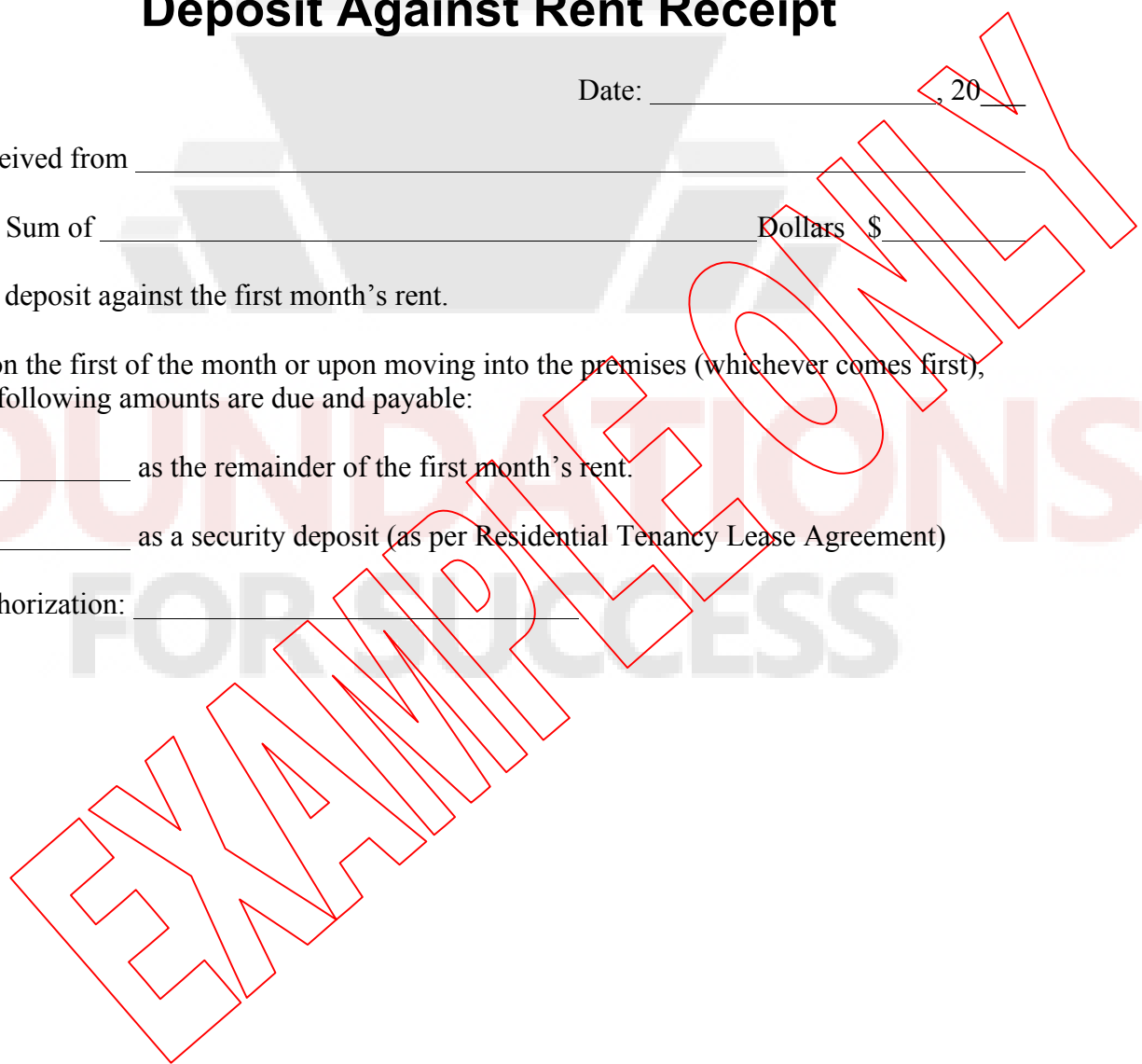
as a deposit against the first month's rent.

Upon the first of the month or upon moving into the premises (whichever comes first), the following amounts are due and payable:

\$ _____ as the remainder of the first month's rent.

\$ _____ as a security deposit (as per Residential Tenancy Lease Agreement)

Authorization: _____



Residential Lease with Option to Purchase

THE LEASE

Received from: _____ hereinafter referred to as the "Tenant", the sum of \$ _____, which, upon acceptance of this Lease by the Owner of the premises, hereinafter referred to as Owner, shall be applied as follows:

<u>Payable prior to occupancy</u>	<u>Received</u>
Security Deposit	\$ _____
\$ _____	
Rent for the period from _____ to _____	\$ _____
\$ _____	
<i>initial</i> _____ "Initial Option Money" (non-refundable).....	\$ _____
\$ _____	
<i>initial</i> _____ "Monthly Option Money Payments" (non-refundable)	\$ _____
\$ _____	
TOTAL	\$ _____
\$ _____	

In the event that this agreement is not accepted by the Owner or his authorized agent, within _____ days, the total deposit received shall be refunded. Tenant hereby offers to lease from the Owner the premises situated in the _____ of _____, in the Province of Alberta, located at _____ (address) _____ upon the following TERMS and CONDITIONS:

TERM: The term hereof shall commence on _____ and continue for a period of _____ months thereafter.

RENT: Rent shall be \$ _____ per month plus "Monthly Option Money Payments" as noted above, payable in advance, **before** the FIRST (1st) day of each calendar month to Owner at the address below, or such other places as may be designated by Owner from time to time. In the event rent is not paid, Tenant is in Default under the Lease and the

Option. The option is immediately Null and Void, and the Option Credits accumulated are forfeited as liquidated damages and not as a penalty, in accordance with DEFAULT provisions below.

UTILITIES: Tenant shall be responsible for the payment of all utilities and services.

USE: The premises shall be used as residence with no more than _____ adults and _____ children, and for no other purpose, without the prior written consent of the Owner.

PETS: No pets shall be brought on the premises without the prior written consent of the Owner.

LAWS & REGULATIONS: Tenant shall comply with all laws, regulations and requirements of all municipal, provincial and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

ASSIGNMENT & SUBLETTING: Tenant shall not assign this agreement or sublet any portion of the premises without the prior written consent of the Owner which may not be unreasonably withheld.

MAINTENANCE, REPAIRS OR ALTERATIONS: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Owner may at any time give Tenant a written inventory of furniture and furnishings on the premises and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless he objects thereto in writing within 5 (FIVE) days after receipts of such inventory. Tenant shall water and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear or rubbish or weeds, if such grounds are a part of the premises and are exclusively for the use of the Tenant. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted.

- (a) Tenant may paint, paper or otherwise redecorate or make alterations to the premises WITH the prior written consent of the Owner. Should Tenant leave or not exercise the option, or this agreement is cancelled for any reason, there will be no credit or consideration returned for repairs, alterations or decorations.
- (b) All costs to be paid 100% by the Tenant.

ENTRY & INSPECTION: Tenant shall permit Owner or Owner's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises or showing the same to prospective tenants or purchasers, or for making necessary repairs.

INDEMNIFICATION and INSURANCE: Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, and Tenant agrees to hold Owner harmless from any claims for damages no matter how caused. Tenant must maintain owner approved "Tenant Insurance", and provide ongoing verification copies to Owner.

POSSESSION: If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be voided or voidable but Tenant shall not be liable for any rent until possession is delivered.

DEFAULT: The failure by Tenant to pay rent when due, or perform any term hereof, shall, at the option of the Owner, terminate all rights of Tenant hereunder. In the event that Tenant shall be absent from the premises for a period of 5 (FIVE) consecutive days, while in default, Tenant shall at the option of the Owner, be deemed to have abandoned the premises and any property left of the premises shall be considered abandoned and may be disposed of by the Owner in any manner allowed by law. In the event that Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favour of Owner, for payment of all sums due hereunder, to the maximum extent allowed by law.

Recovery of the premises by Owner shall not relieve Tenant of any obligation hereunder, and Owner may let the premises to others upon such terms and conditions he deems proper, and recover from Tenant sums due hereunder, less any consideration received from others for the use of the premises, for the remaining term hereof, after paying expenses.

SECURITY: The security deposit set forth above, if any, shall secure the performance of Tenant's obligations hereunder, Owner may, but shall not be obligated to apply all or portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant.

DEPOSIT FUNDS: Any returnable deposits shall be refunded within 10 (TEN) days from date possession is delivered to Owner or his authorized agent.

LEGAL FEES: In the event that Owner shall prevail in any legal action brought by either party to enforce the terms hereof or relating to the demised premises, Owner shall be entitled to all costs incurred in connection with such action, including legal fees on a solicitor and his own client, full indemnity basis. The Owner is entitled to recover an allowance for HIS time and effort expended with respect to any default and any recovery proceedings at \$50.00 per hour. Such allowance to be reasonable and comparable with what the Owner would pay to a third party for similar time and effort.

WAIVER: No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Owner's right to the full amount thereof.

NOTICES: Any notice which either party may or is required to give, may be given by mailing the same postage prepaid, to Tenant at the premises or to Owner at the address shown below or at such other places as may be designated by the parties from time to time.

HEIRS, ASSIGNS, & SUCCESSORS: This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

TIME: Time is of the essence in this agreement.

THE OPTION

In consideration of \$1.00 (ONE DOLLAR) and so long as Tenant is not in default hereunder, Tenant shall have the option to purchase the real property described herein for a PURCHASE PRICE OF \$ _____.

EXERCISE OF OPTION: The option shall be exercised by mailing or personally delivering written notice to the Owner 45 days prior to the "Expiration Of Option" and by additional payment, on account of the purchase price, in the amount of \$ _____ payable to the Owner or the Owner's solicitor.

Notice, if mailed, shall be by registered mail, to the Owner at the address set forth below, and shall be deemed to have been given upon the day following the day shown on the post office receipt.

In the event the option is exercised, the "Original Option Money" and accumulated "Monthly Option Money Payments", if any, (collectively referred to as the "Option Credits"), shall be credited toward the purchase price for each month full rent has been paid when due. These funds will only be credited if the option is exercised and the sale actually closes. **In particular, if the option is not exercised, the tenant forfeits and the Owner retains all "Option Credits"**. If the Option is exercised, the Security Deposit and interest will also be credited toward the Purchase Price.
initials of acknowledgement _____

By exercising this option, the tenant states that their obligation to purchase is unconditional. In particular, Tenant states that required financing (if any) is in place. If Tenant is not in default, he may assume existing mortgage balance as at Completion Date. The current mortgage balance is approximately: \$ _____ dollars.

EXPIRATION OF OPTION: This option may be exercised at any time, and shall expire 45 days before the last day of the lease, unless exercised prior thereto. Upon expiration Owner shall be released from all obligations hereunder and all of Tenant's rights hereunder, legal or equitable, shall cease.

THE PURCHASE

COMPLETION DATE OF PURCHASE: This date shall be 50 days from the date of exercise of the option or such other date as the parties may agree on.

Both parties shall be obliged to complete this purchase and sale contract pursuant to the real estate purchase contract attached as Schedule "A".

Both parties recognize that this agreement is first and foremost a residential lease and that the Tenant must not be in default under his tenant obligations in order to exercise the option.

OTHER TERMS:

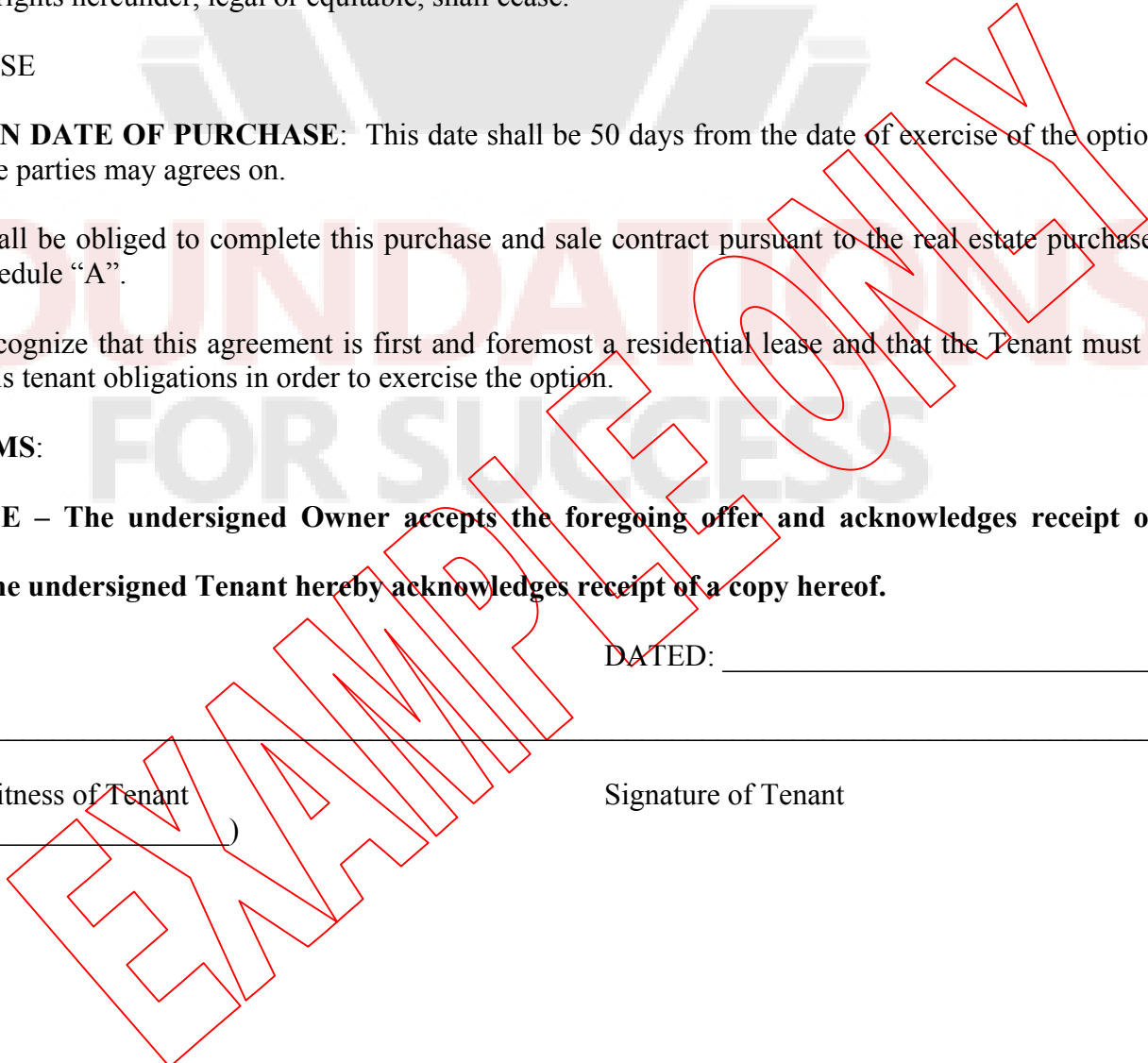
ACCEPTANCE – The undersigned Owner accepts the foregoing offer and acknowledges receipt of a copy hereof.

The undersigned Tenant hereby acknowledges receipt of a copy hereof.

DATED: _____

Signature of Witness of Tenant
(_____)

Signature of Tenant



Address

Address

Phone

Phone

Signature of Witness of Owner
(_____)

Signature of Owner

Address

Address

Phone

Phone

Lease Option to Tenant

FOUNDATIONS

ADDENDUM TO OPTION TO PURCHASE AGREEMENT

FOR SUCCESS

Dated _____

If the Optionee (buyer) produces a bona fide real estate purchase contract for sale to an ultimate buyer obtained by the Optionee (buyer), prior to the expiration of this agreement, the term of this agreement will be extended until the sale completes or collapses. This extension will not exceed 90 days.

If the Optionor's (seller's) realtor produces a bona fide real estate purchase contract during the term of this Agreement and prior to Optionee (buyer) securing a buyer, or purchasing, this Agreement will be considered null and void at the Optionor's (seller's) written request. Such written request must be personally delivered to Optionee (buyer) with a copy of the bona fide offer within three days of acceptance, or this agreement will remain valid and binding.

Agreed:

Witness

Date

Optionee (Buyer)

Witness

Date

Optionee (Buyer)

Witness

Date

Optionee (Seller)

Witness

Date

Optionee (Seller)

FOUNDATIONS

ADDENDUM TO OFFER TO PURCHASE

WAIVER OF CONDITIONS

To: _____ (vendor)

From: _____ (purchaser)

Re: Property Address: _____

Lot: _____ Block: _____ Plan: _____

Subdivision: _____ or

Condo Plan: _____

The vendor(s) and purchaser(s) agree that the Offer to Purchase and Sale dated: _____ day of _____, 20____ is hereby amended by removing the following 'subject to' conditions contained in the Offer to Purchase and Sale:

All other terms and conditions in the said agreement remain the same and in full force and effect.

Witness Purchaser

Witness Purchaser

Dated at _____ in the Province of _____ at _____
o' clock on this _____ day of _____, 20____

Witness Vendor

FOUNDATIONS
FOR SUCCESS