

Residential Lease FOR PRIVATE RESIDENCE OR APARTMENT

THIS LEASE is made on this 25th day of May 2016 in pursuant to the Provisions of The Residential Tenancies Act 2006.

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to lease form the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

BETWEEN:

(Landlord/s)

Danny Diamantakos

And:

(Tenant/s)

Jennifer D Stachel

With respect to said Lease concerning the Residential Premises as described as:

12 Bayard Ave Scarborough Ont. MIR- 4A3

The Tenant and all authorized occupants may only use the Leased Premises for residential purposes and may not utilize the premises for commercial or business purposes. The Tenant and all authorized occupants agree to abide by the covenants, rules, agreements, and requisitions of this Lease.

- 1. Term:** The Tenant shall occupy said premises, subject to the present tenant vacating and subject to the said premises being ready for occupation; for a term of 1 year(s) beginning on the 1st day of June 2016 and ending at midnight on the 31st day of May 2017.
- 2. Rent:** The Tenant agrees to pay the monthly rent amount of \$ 2100 per month. Rental rate is subject to allowable rent increase. The Tenant agrees to pay \$25,200 which represents the sum of monthly payments for the period June 1st, 2016 to May 31st 2017.
- 3. Security Deposit:** The tenant agrees to pay \$2100 of which the landlord agrees to apply towards the last month that the Tenant occupies the said premises.
- 4. Parking:** The tenant is entitled to parking space located on the driveway. Parking space IS included in monthly rent payment.
- 5. Garage:** The home is not equipped with a garage
- 6. Right of Way:** The Tenant agrees that if the rented premises are subject to a mutual right of way the Tenant will not leave a vehicle parked in the right of way at anytime.

7. **Furniture and Appliances:** The following furniture and appliances is/are included in the monthly rent:
 Fridge, oven, Washer and Dryer

8. **Utilities:** The party indicated on the following chart shall pay that Utility. (Please initial under the person who will pay for the utility.):

Utility	Landlord	Tenant
Hydro	<i>[Signature]</i>	
Gas	<i>[Signature]</i>	
Water and Waste		
Cable		X
Telephone		X
Snow removal & landscaping & lawn care		X

Tenant agrees to transfer all utility account for which they are responsible to pay in their name on or before the date of possession.

9. **Inspection Prior to Occupancy:** The Tenant and all occupants have inspected the Leased Premises and agree that the Leased Premises are in good, habitable condition as of the date this Lease was entered into. All occupants acknowledge that this home is in good condition. The Tenant agrees that at the time of taking possession Tenant has inspected said premises and agrees to the conditions of the premises as satisfactory and acceptable. The premises is rented on an as-is basis with no verbal promises. What you see is what you get.

10. **Agreement between the Landlord and Tenant at the beginning of this tenancy:** The tenant agrees to test the smoke detectors on a quarterly basis, and replace any batteries twice a year. The smoke detectors have been inspected at time of occupancy.

11. **Insurance:** The Tenant understands and accepts the Landlord's building insurance does not provide coverage for the Tenants personal belongings and contents. The tenant is responsible for and agrees to get contents insurance. All liability of the tenant, tenant's family, guests, contents, and property is the personal responsibility of the tenant.

12. **Notice to the Tenant:** All notices shall be in writing and shall be given to the tenant by: handing it directly to tenant or to an adult in the rental unit, leave it in the Tenant's mailbox or where mail is ordinarily delivered, or mail it to the Tenant. If notices are mailed, the Tenant will be given an extra five calendar days for delivery.

13. **Notice to the Tenant:** All notices should be given to the Landlord at :

Name of Landlord Address Phone Email

Danny Diamantakos - 905-278-8654 Stavebank@stavebank.com
 905-278-6181
 416- 571-0622

14. **In Case of Emergency:** Tenant should contact the following person:
 Danny Diamantakos

In the event of Fire and/or Criminal Activities the Tenant shall immediately call 9-1-1.

J.M.D.A. initials

15. **Notice to Terminate or Renew at the end of the Rental Period:** A notice to terminate shall be given sixty days or more prior to the last day of this Lease. The last day of this lease is April 30th, 2016. The notice to terminate or renew shall be given on or before February 28, 2016.
- Upon the expiration of this Lease, and if no notice of termination or renewal was given either from the Landlord to the Tenant or from the Tenant to the Landlord, the Landlord or Tenant shall be deemed to have renewed this lease as a monthly tenancy upon the same terms and conditions as are provided for in this Lease; and each party shall have the right to terminate the tenancy by giving at least sixty days prior notice to the other party.
16. **Landlord's Right to Enter without Notice- Emergency and Consent:** The Tenant covenants with the Landlord that the Landlord may enter the leased premises at anytime without written notice, in cases of emergency or if the tenant consents to the entry at the time of entry.
17. **Landlord's Right to Enter and Show Said Leased Premises Without Notice:** The Tenant covenants with the Landlord that the landlord may enter the leased premises and will provide the tenant with 24 hours notice to show the unit to prospective tenants if the Landlord and Tenant have agreed that the tenancy will be terminated or one of them has given notice of termination to the other; the landlord agrees that entry will be between the hours of 8:00 a.m. and 8:00 p.m.; and before entering the landlord will inform the tenant or make reasonable effort to inform the tenant of the intention to do so. The tenant agrees to provide the landlord with the necessary access.
18. **Landlord's Right to Enter and Show Said Leased premises With Notice:** The Tenant covenants with the Landlord that the Landlord may enter the leased premises in accordance with a written notice given to the tenant at least 24 hours before the time of entry to inspect the said premises, to make repairs or do work in the unit, and to show said premises to potential mortgagee or insurer, purchasers, or lenders. The Tenant agrees that upon receipt of written notice the Landlord is or will be allowed to enter said premises whether or not the Tenant is at home.
19. **Occupants:** The Leased Premises shall be occupied by the following other person(s) only in addition to the tenants:
J.M. initials Jenna Mary Morden & David Anthony Allen D.A. initials
- NO other persons shall occupy the Leased Premises without the advance written consent of the Landlord. The Tenant shall not permit the dwelling to be occupied for longer than a temporary visit by anyone except the individuals listed above and except any children born to or adopted by such individuals during the term of the lease. The Landlord reserves the right to terminate this lease if the additional occupants would render the dwelling overcrowded under the tenant Protection Act, Health Act and By-law governing location of said Leased Premises.
20. **Alterations:** NO substantial alterations, addition, or improvement shall be made by the Tenant in or to the dwelling unit without the written permission of the Landlord. The Tenant must obtain the Landlord's prior written consent to paint or wallpaper the Leased Premises or to install any paneling, flooring, partitions, railings, or make any other alterations. The Tenant must not alter the plumbing, ventilation, air-conditioning, heating, furnace or electric system. All the alterations, installations, and improvements shall become the property of the Landlord when completed and paid for, and shall be surrendered as part of the Leased Premises at the end of the term.
21. **Tenant's duty to maintain Premises:** The Tenant shall, at the tenant's expense, maintain the premises in a clean and sanitary condition and at all times; including the general maintenance of the home such as light bulb replacements, batteries, filters etc. The Tenant will comply with the obligations under the Tenant Protection Act and the governing By-law.
J.M. initials D.A. initials

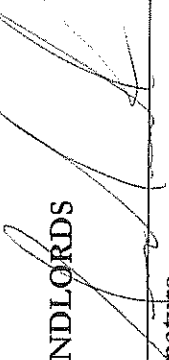
22. **Repairs:** The Tenant agrees to take good care of the Leased Premises and all equipment and fixtures contained therein. The Tenant is responsible and liable for all repairs, replacement, and damages caused by or required as a result of any acts or neglect of said Tenants, Occupants, Invitees or Guests. The Tenant agrees to complete all repairs before vacating said Premises. The Tenant agrees that all repairs shall be completed at the sole expense of the Tenant, before, or upon or after the expiration of this lease or renewal thereof. This includes any damages within said rental unit, to the exterior, or within said rental complex. In the event that the Tenant fails to do repairs and or replacements, the Landlord may do it and serve to said Tenant, a "Notice to Terminate a Tenancy Early – Form N5" based on the fact that said Tenant has damaged the rental unit or residential complex. The Landlord may proceed according to the Residential Tenancies Act 2006, Tenant Protection Act and the rules and policies of Ontario Rental Housing Tribunal. The Landlord agrees to repair items that are not caused by Tenant neglect and are due to age or wear and tear i.e. Fridge, dishwasher, this excludes the general wear and tear items such as light bulbs, batteries etc.
23. **Condition of Premises at end of Lease:** The Tenant shall ensure that the said premises is returned to the Landlord in the same condition the Tenant received said premises at the time of original occupancy. At the end of the term, the Tenant will leave the Leased premises clean, broom swept and in good condition, with the exception of ordinary wear and tear. The Tenant shall remove all Tenants belongings and surrender all keys to the Landlord upon the expiration of the Lease. The Tenant is responsible for all damages cause to the premises' during its occupancy, and no damages are noted as of the inception of this lease
24. **Furnace Maintenance:** If entrance to the furnace is via said rental premises, the Tenant agrees to allow the Landlord and/or Landlord's Agent and/or appropriate service personnel to enter the furnace room when required for repair to heating and other furnace system, duties and/or requirements.
25. **Noise:** The Tenant agrees not to allow his/her/their premises any excessive noise or other activity which disturbs the reasonable enjoyment, peace and quiet of other tenants in the building or the landlord.
26. **Subletting Leased Premises:** With the written consent of the Landlord, the Tenant may sublet the rental unit to another person, thus giving the other person the right to occupy the rental unit for a term ending on a specified date before the end of the Tenant's leased term and giving the Tenant the right to resume occupancy on that date. The Landlord reserves the right to reject the subtenant, but, the landlord shall not arbitrarily or unreasonable withhold consent to the sublet of said leased premises to a potential subtenant. The Landlord will charge the Tenant only for the Landlord's reasonable out of pocket expenses incurred in giving consent to a subletting.
27. **Consequences of Subletting Leased Premises:** If the tenant has sublet a rental unit to a subtenant the tenant remains entitled to the benefits, and is liable to the Landlord for breaches, of the Tenant's obligations under the tenancy agreement during the sub tenancy; and the subtenant is entitled to benefits, and is liable to the tenant for breaches, of the subtenant's obligations under the subletting agreement during the Tenancy. The subtenant has no right to occupy the leased premises after the end of the sub tenancy.
28. **Assignment of Leased Premises:** If the Tenant asks the landlord to consent to an assignment of said leased premises, the landlord may, consent to the assignment of the leased premises; or refuse consent to the assignment of said leased premises.
29. **Assignment of Leased Premises-Specific Request:** If the Tenant asks the landlord to consent to the assignment of the rental unit to the potential assignee; the landlord may, consent to the assignment of the rental unit to the potential assignee; refuse consent to the assignment of said leased premises to the potential assignee; or, refuse consent to the assignment of the rental unit.

J.M.D.A. _____
initials

- 30. *Consequences of Assignment of Leased Premises:*** If a Tenant has assigned a rental unit to another person, this lease continues to apply on the same terms and conditions and, the assignee is liable to the Landlord for any breach of the Tenant's obligations; the former tenant who assigned the leased premises is liable to the landlord for any breach of the former tenant's obligations.
- 31. *Changing or Altering Locks:*** The Tenant shall not alter the locking system on a door giving entry to said leased premises or complex or cause the locking system to be altered without the written consent of the Landlord. In the event that the Landlord gives the tenant written consent, the Tenant agrees to provide the landlord with replacement keys within 24 hours of such changes and/or alterations of the locking system.
- 32. *Tenant's Activities:*** The Tenant agrees not to do anything upon the rented premises in contravention of any statutes, laws, acts, by-laws, and regulations, of the Tenant Protection Act, any Federal, provincial, Municipal or other competent body.
- 33. *Abandonment:*** If the Tenant abandons or vacates said premises during the term of this Lease, the Landlord may elect to file the appropriate application with the Ontario Rental Housing Tribunal to regain possession.
- 34. *Rules and Regulation Laws:*** Tenant must, at Tenant's expense, comply with all laws, regulations, ordinances, and requirements of all municipal, provincial and federal authorities that are effective during the term of the lease agreement, pertaining to the use of the premises. Tenant must not do anything that increases the Landlord's insurance premium.
- 35. *Enforcement:*** The Landlord shall be entitled to take any action which may be entitled to take under the Tenant Protection Act, in respect to rent arrears, default in payment by the Tenant for any utility charges, rent payment and breach of this lease. It is hereby agreed between the Landlord and the Tenant that if the Tenant fails to conform to the terms in this lease, the Landlord has the right to evict the tenant, provided that such terms do not violate the Tenant Protection Act.
- 36. *Changes:*** No changes or additions to this lease shall be made except by written agreement between Landlord and Tenant. This lease and any attachments represent the entire agreement between Landlord and Tenant.
- 37. *Binding Obligations and Entire Agreement:*** This Lease is binding on Landlord and Tenant, all occupants, their respective executors, administrators, assignees, and those that lawfully succeed to take their rights or take their place. Tenant and Landlord have both read this lease and affirm that this lease contains the entire and only agreement between the parties. All adult occupants and all persons whose signature(s) is/are fixed below jointly share all liabilities. This Residential lease contains 6 pages, all provisions, of this Lease is in accordance with The Residential Tenancies Act 2006.

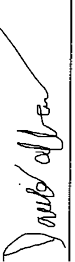
J.M. D.A. _____initials

38. Wherefore, we, the undersigned, agree to this Lease, by signing two copies (one to be kept by the landlord and the other to be kept by the Tenant).

LANDLORDS



Signature
05/25/16

Date of Signature

TENANTS


Signature
05/25/16

Date of Signature

I (We)  Jenna Jordan

a fully executed duplicate of this Lease via email at the time of signing; today, 05/25/16.