

## APARTMENT LEASE

THIS LEASE, has been entered into this \_\_\_ day of \_\_\_\_\_ between Pelican Properties, (hereinafter referred to as Landlord), and \_\_\_\_\_, (hereinafter referred to jointly and severally as Tenant). Landlord, in consideration of the rent to be paid, and the covenants and conditions to be performed by the Tenant(s) does hereby lease the following described Premises, a ONE bedroom unfurnished suite located at \_\_\_\_\_ 115 3<sup>rd</sup> Avenue South, Saskatoon, SK. S7K 1I7 (hereinafter referred to as the Premises).

The term of the lease shall be from noon of \_\_\_\_\_ noon of \_\_\_\_\_. Tenant agrees to pay as rent for Premises the total sum of \$ \_\_\_\_\_. This sum will be paid without demand in SIX equal monthly installments of \$ \_\_\_\_\_ after any applicable prorated rent. The monthly rent is due in advance on or before the first day of each month during the lease term. All rent received after the fifth day of each month shall be subject to a twenty-five dollar late charge. Rent may be paid by cash or check, but cash payments must be made directly to a Pelican Properties representative and should never be dropped through mail slot.

**SECURITY DEPOSIT:** Tenant agrees to deposit with the landlord prior to obtaining possession of the premises a security deposit in the amount of \$ \_\_\_\_\_. Tenant agrees that the security deposit is not to be used in lieu of rent at any time during the Tenant's tenancy. Tenant agrees to pay one half the security deposit plus the first month's rent prior to taking possession of the Premises. The balance of the security deposit must be paid within 60 days of possession. Landlord reserves the right to terminate tenancy for failure to pay full deposit within 60 days. Tenant understands that, if necessary the security deposit will be used for, but not limited to, the following items: damages to the premises beyond normal wear and tear, unpaid rent, unpaid fees, re-rental expenses, etc. Tenant understands that his/her liability for such damages is not limited to the amount of the security deposit but that such liability can go beyond the amount of the security deposit.

**THE LANDLORD AND TENANT(S) ALSO AGREE TO THE FOLLOWING COVENANTS AND CONDITIONS**

**1. OCCUPANCY/SUBLETTING/USE:** Tenant agrees that only those persons that have signed this document shall occupy the Premises. No person shall be released from or added to this lease without first obtaining the written approval of changes from Landlord. Tenant agrees that the Premises, or any part thereof, will not be assigned or sublet without written consent of Landlord. If such changes are agreed upon, all parties herein agree to pay any reasonable and normal application fees and to make the necessary changes to the lease before the changes are valid. Tenant agrees that the Premises are to be occupied for residential purposes only. The Premises shall not be used or allowed to be used for any unlawful purpose, or for any purpose reasonably deemed hazardous by Landlord because of fire or any other risk or in any other manner which would disturb the peaceful, quiet enjoyment of any other neighbor of the Premises. Landlord does not guarantee availability of Premises in case of act of God or other damage to Premises which may make the space unlivable.

Landlord reserves the right of eviction for all the illegal manufacture, distribution, or use or other illegal activities in connection with controlled substance(s). A criminal conviction shall not be necessary before Landlord can institute an eviction action based thereupon.

**2. LOCKS/KEYS:** All issued keys must be surrendered to Landlord at Landlord's place of business upon termination of the lease, or a charge of Forty Dollars (\$40.00) per lock will be assessed to Tenant. Lost keys will be replaced at a cost of Four Dollars (\$4.00) per key during regular business hours. Lockouts during non business hours will be at the rate of Twenty Dollars (\$20.00) plus Ten Dollars (\$10.00) per hour after Eight P.M. payable in cash at time of entry.

**3. INSURANCE:** Tenant will be responsible for and is required to insure all Tenant's personal property on the Premises and hereby relieves the Landlord of all risk that can be insured thereunder.

**4. QUIET ENJOYMENT AND RULES:** Tenant shall have peaceful and quiet enjoyment of Premises, provided all lease terms, rules and regulations are met. This does not cover disturbances and noise by others which are of a civil or criminal matter, not the responsibility of the Landlord.

**5. CONDITION OF PREMISES AND REPAIRS:** Prior to the Tenant taking possession of the Premises, the Landlord or its Agent and the Tenant shall complete and execute a Condition report detailing the condition of the premises, fixtures, and appliances, if any, and the Report shall be conclusive evidence of the condition of the Premises, fixtures and appliances, if any prior to occupation by the Tenant. At the expiration or sooner termination of this Lease, and following removal of the Tenant's furniture, belongings and fixtures, the Tenant and Landlord or its Agent shall complete and execute a further Condition Report detailing the condition of the premises, fixtures and appliances, if any. Landlord is to be promptly notified when any damage has occurred in the apartment. Tenant will pay for any repairs to apartment where damage was caused by Tenant or their guests.

**6. POSSESSION:** Neither the Landlord nor its Agent shall be liable for failure to deliver possession of the leased premises at the time stipulated as the date of commencement of tenancy. Such failure shall not excuse the Tenant's obligation hereunder, except in the event of delay, the rent stipulated to be paid shall be abated for the period from the date of commencement in this Lease to the day possession is tendered to the Tenant.

**7. UTILITIES:** Tenant shall pay all utility bills, and any other bills for services contracted by the Tenant, as they become due during the term of the Lease, if applicable. Tenant will not occupy the Premise except when electric utility is turned on.

| <u>PAID BY TENANT</u>                         | <u>PAID BY LANDLORD</u>                   |
|---|---|
| <input checked="" type="checkbox"/> POWER     | <input type="checkbox"/> POWER            |
| <input type="checkbox"/> HEAT                 | <input checked="" type="checkbox"/> HEAT  |
| <input type="checkbox"/> WATER                | <input checked="" type="checkbox"/> WATER |
| <input checked="" type="checkbox"/> TELEPHONE | <input type="checkbox"/> TELEPHONE        |
| <input checked="" type="checkbox"/> CABLE     | <input type="checkbox"/> CABLE            |

**8. PETS:** Tenant agrees not to keep any animals of any description in the Premises without written consent of the Landlord or its Agent and when a pet is permitted, the Tenant is solely responsible for the safety, care and control of the pet and is also responsible for any damages caused to the premises or the surrounding property by the pet. Under no circumstances should pets ever be allowed to roam in halls or other common areas.

**9. MODIFICATIONS:** Tenant agrees to not make any alterations, additions, or redecorating without written consent of the Landlord or its Agent. Tenant will not install, permit, or allow anyone to install a television antenna on the roof, in windows, or upon the exterior of the said premises without written consent of the Landlord or its Agent nor to install special light fixtures, air conditioning, appliances, ventilating fans or any electrical or mechanical equipment in or upon the said premises without written consent of the Landlord or its Agent. Tenant shall not affix any sign or tinfoil to exterior windows, and shall only hang pictures on wall with proper nail hangers; stick-on tape not allowed.

**10. TERMINATION:** Notice to terminate a Lease Tenancy shall be given in writing not later than one (1) month prior to the last day of the Lease Term. If the Tenant fails to submit said Lease Tenancy Notice, and providing the Tenant has not entered into a new Lease for the Premises, the Tenant shall then be responsible for continued Tenancy of the Premises as a MONTHLY TENANCY at the applicable Monthly Tenancy Rates in effect as of the last day of the Lease Term. A notice to terminate Monthly Tenancy, thereafter, shall be given, in writing, not later than the last day of any month of the tenancy to be effective on the last of the immediately following month of the tenancy. IF TENANT TERMINATES TENANCY BEFORE THE EXPIRY OF THE LEASE THEY WILL BE IMMEDIATELY RESPONSIBLE TO PAY ALL RENT DUE FOR THE ENTIRE PERIOD OF THE LEASE. Upon notice to terminate Landlord will have the right to enter Premises without advance notice for the purpose of showing the apartment to future prospective tenants.

**11. MOVE OUT** When moving out of Premises Tenant will leave Premises in the same condition as when they moved in or will pay for any required cleaning and repairs. Tenant will not attempt to repair holes in walls or clean stains from carpet without consent of Landlord. Tenant will depart before noon on the last day of their tenancy and will arrange to meet Landlord to exchange keys and review apartment condition.

**12. FEES:** Tenant agrees to pay the following fees:

- i) Twenty Five Dollars (\$25.00) for any cheques payable to the Landlord or its Agent that are returned for any reason by the financial institution upon which the cheques are drawn.
- ii) Seventeen Dollars (\$17) Per Hour for any and all cleaning, repair and/or service costs immediately after services to correct damages and/or uncleanliness where such damages and/or uncleanliness (scratches, dirt, mold, burns, chips, stains, tears, smoke and the like) to the furnishings, fixtures, premises, building and/or grounds is a result of carelessness, neglect, or malicious act of the Tenant, and/or a registered occupant, and/or a guest of the Tenant.
- iii) For steam cleaning carpets at the end or termination of the tenancy or relocation within the Complex to be performed by Pelican Properties. Rates for steam cleaning are \$60 for bachelor apartments, \$70 for one bedroom, and \$80 for two bedroom apartments.
- iv) To pay costs incurred for unplugging toilets, sinks, and drains after the first fourteen (14) days of the tenancy.

**13. LIABILITY:** All personal property placed in the leased premises or in any other portion of the said building or any place surrounding same, shall be at the risk of the tenant or parties owning the same. The Landlord and its Agent shall in no event be liable for loss, destruction, theft of/or damage to such property. Furthermore, the Landlord and its Agent shall not be liable or responsible for any loss, injury, or damage from any cause to the Tenant, any member of the Tenant's family, any guest or invitee of the Tenant or to any other person or to any property at any time within the said leased premises or any other portion of the building or grounds adjacent. IT IS FURTHER UNDERSTOOD AND AGREED that the Landlord or its Agent shall be under no liability to the Tenant due to any discontinuance of heat, water, hot water, elevator, electricity, or for the discontinuance of any other service caused by accidents or by rain, snow, or steam that may leak into or flow from any part of the said premises through any defects in the roof, plumbing, or any other source.

**14. RULES:** Tenant agrees to follow the published rules of the building and to ensure that their guests also follow such rules. Tenant agrees that **smoking is not allowed** in the Premises nor in the common areas of the building by the tenant or by any guest.

**15. NOTICE:** Notices required to be given to the Landlord shall be sufficient if delivered to Pelican Properties, 3-115 3<sup>rd</sup> Avenue S, Saskatoon, SK S7K 1L7. Any notices required to be given to the tenant shall be sufficient if addressed to the tenant and delivered to the Premises leased to the tenant.

**16. PROLONGED ABSENCE:** Tenant agrees to arrange for weekly inspection of the premises and mail removal when Premise is unattended for more than one week.

IT IS AGREED if the Tenant decides against leasing the demised premises, failure to give notice of cancellation within twenty-four (24) hours after the execution of this lease, and commencing at 12:00 Noon on the day of the dating, the Tenant must forfeit his deposit.

THIS LEASE, when executed, contains the entire agreement between the parties hereto and neither party shall be bound by any oral statements or representations, by way of inducement or otherwise not herein contained. All other terms and conditions of this lease are as outlined in Schedule "B" and the Residential Tenancies Act, 1973, and Landlord & Tenant Act. The Residential Tenancies Act, 1973, and Section 16, statutory clauses, Schedule "B", supersede any conflicting clauses in this lease.

ALL Tenants and/or their guests MUST comply with the "Statutory Conditions" of the Residential Tenancies Act or an immediate notice to vacate the premises will be issued and agree that the Landlord shall be entitled to pursue possession of the premises in accordance with the Act and this lease.

Signed:

Pelican Properties

Tenant

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date

Phone #: \_\_\_\_\_

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