ST. PAUL’S UNIVERSITY COLLEGE
LEASE AGREEMENT

THIS LEASE is made in accordance with the RESIDENTIAL TENANCIES ACT, 2006.

BETWEEN: ST. PAUL’S UNIVERSITY COLLEGE, Waterloo, Ontario
(hereinafter called the “Landlord” or the “College”)

AND

___________________________________________________________
(hereinafter called the “Tenant(s)”) - Student Signature

IN CONSIDERATION of the rents and agreements contained in this Lease, it is agreed as follows:

RENTAL UNIT

1. The Landlord will lease to the Tenant(s) and the Tenant(s) will lease from the Landlord the following Rental unit (hereinafter referred to as the “Rental Unit”):

   Unit number: __________
   The Graduate Apartments at St. Paul's University College
   196 WESTMOUNT ROAD N.
   WATERLOO, ONTARIO
   N2L 3G5

   The Rental Unit is rented as is, with no further improvements or work by the Landlord. The Tenant(s) must inspect the Rental Unit on the commencement of the tenancy and must notify the Landlord, in writing, within four (4) days of the start of the tenancy, of any defects or damage.

   The Rental Unit shall be used solely as a residential dwelling pursuant to the terms of this St. Paul's University College Tenancy Agreement including the appendices hereto (collectively, the “Lease”), and for no other purpose.

   The Lease is for a fixed term beginning at 2:00 PM the _____ day of __________, and ending at 12:00 noon on the _____ day of __________ (the “Term”) and may not be cancelled by the Tenant(s). At the end of the Term, the Tenant(s) must leave the Rental Unit in a clean and broom-swept condition, and undamaged.

RENT

2. The Tenant(s) agrees to pay to the Landlord, monthly, on the first day of each month during the Term, the sum of $1,093.00 (the “Rent”), without deduction or right of setoff. This rate is subject to increase September 1, 20__.

   Pursuant to the Admission Agreement entered into by the parties, if the Tenant has provided a Deposit (as defined therein), such Deposit shall be retained by the Landlord as security and will be applied on account of last month’s Rent when due (provided that the Tenant(s) will be credited with interest in accordance with the Residential Tenancies Act, 2006, as amended from time to time (the “Act”).

UTILITIES

3. The Landlord shall provide reasonable amounts of the following basic utilities and the Tenant(s) shall be responsible for taking reasonable steps to conserve use of same:

• Electricity
• Water
• Heating/Gas
• ResNet Internet Service

APPLIANCES AND OPPORTUNITY TO INSPECT

4. During the Term, the Landlord shall supply and maintain in proper working order the following appliances:

• Stove
• Refrigerator
• Microwave Oven

The Tenant(s) confirms that upon taking possession, he/she will inspect the Rental Unit and notify the Landlord in writing within four (4) days, of any defect in the construction or condition of the Rental Unit. If such notice is received by the Landlord, the Landlord will investigate the matter and take such steps as it deems reasonable, in its sole and absolute discretion. If the Tenant(s) does not provide written notice of any defect within the aforementioned inspection period, or if such notice has been provided and the Landlord has carried out such remedial work as it deems appropriate, in its sole and absolute discretion, the Tenant(s) will be deemed to accept the Rental Unit “as is”, and there being no debris, dust or hazardous substances in the Rental Unit, including without limitation mould.

The Tenant(s) acknowledges and agrees that there is no promise, representation or undertaking by or binding upon the Landlord with respect to any alteration or improvement with respect to the Rental Unit or the installation of any fixtures or equipment therein or thereon.

TERMS AND CONDITIONS

5. The Landlord and the Tenant(s) acknowledge and agree to comply with the covenants, terms and conditions set out in Appendix A – Covenants, Terms and Conditions of this Lease, all of which form an essential part of this Lease. Appendix A can also be accessed electronically under the section “Tenants living in Grad Building apartments at: https://uwaterloo.ca/stpauls/important-documents

6. The Landlord and the Tenant(s) acknowledge and agree to comply with all rules and regulations set out in Appendix B – Rules and Regulations for Tenants & Residents of The Graduate Apartments at St. Paul’s of this Lease, and all further rules and regulations established by the College from time to time, all of which form an essential part of this Lease (the “Rules”). Appendix B can also be accessed electronically under the section “Tenants living in Grad Building apartments at: https://uwaterloo.ca/stpauls/important-documents

AFFILIATION WITH THE UNIVERSITY OF WATERLOO

7. The Tenant(s) confirm(s) that each of them continues to meet the application criteria for The Graduate Apartments at St. Paul’s University College or is a spouse or child of said Tenant(s) and confirms that this status has not changed since the time of application.

INDEMNITY

8. The Tenant(s) shall indemnify the Landlord against any claim, loss, cost, demand, damage, cause of action, judgment, expense, legal fees and disbursements (on a solicitor and client basis), relating to death, injury or loss of use of or damage to the person or property arising from:

(a) any breach of this Lease by the Tenant(s); or

(b) any act or omission of Tenant(s) and his/her/their agents, servants, employees or anyone for whom at law he/she/they are responsible.
9. The Tenant(s) acknowledge receipt of a fully executed duplicate original of the Lease.

ENTIRE AGREEMENT

10. This Lease, including the appendices hereto, constitutes the entire agreement between the parties respecting the subject matter hereof and shall not be amended except in writing executed by the parties hereto and supersedes all prior documents, agreements, and discussions between the parties hereto, whether written or oral, including, without limitation, any prior lease with respect to the Rental Unit.

SEVERABILITY

11. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, including the appendices hereto, or the application of such term or provision to persons through circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby.

IN WITNESS WHEREOF the Landlord has executed this Lease attested to by the hands of the proper officers in that behalf and the Tenant(s) have hereunto set their hand(s).

DATED at Waterloo, Ontario, this ___ day of ___.

ST. PAUL'S UNIVERSITY COLLEGE

per: ______________________________
Name: ______________________________
Title: ______________________________
I have authority to bind the College.

SIGNED, SEALED AND DELIVERED )
IN THE PRESENCE OF )
) ______________________________
WITNESS ) TENANT ______________________________
) ______________________________
WITNESS ) TENANT ______________________________
)