



## **LEASE AGREEMENT**

Date of Agreement:

BETWEEN:

The Incumbent and Churchwardens of

the "Landlord"

- AND -

the "Tenant(s)"

1. This Agreement is contingent on the formal approval of the Diocesan Council of The Incorporated Synod of the Diocese of Toronto.
2. This Agreement shall be for a term of twelve-months, commencing on \_\_\_\_\_ and to be fully completed on \_\_\_\_\_ (the "Term"); upon completion of the Term, the Lease must be renewed by written agreement of the parties and renewal is conditional on the written approval of Diocesan Council.
3. Provided that the Tenant acknowledges that the property, municipally known as \_\_\_\_\_ (the "Premises"), is the Rectory for the Parish of \_\_\_\_\_ and that, should the Landlord require the Premises for occupation by a priest of the Anglican Church, the Landlord shall be entitled to terminate this Lease in accordance with the provisions of applicable legislation, such termination to be effective no sooner than 120 days after the date any such notice is given.
4. Rent per month: \$ \_\_\_\_\_, inclusive of all applicable taxes.

5. Rent is payable monthly (1st of each month), in advance, to “The Incumbent and Churchwardens of \_\_\_\_\_”. Receipts will be provided, upon request. The Tenant shall provide the Landlord with \_\_\_\_\_ post-dated cheques dated the first of each month beginning on \_\_\_\_\_, such cheques to be provided on execution of this Agreement. If this Agreement is renewed under paragraph 2, additional post-dated cheques covering the renewal period shall be provided by the Tenant to the Landlord upon execution of the renewal agreement.
6. A deposit equal to one month’s rent will be paid in advance of the commencement of the term. Said amount is held as a deposit towards the rent for the last month of the Term. The Landlord will pay annual interest on the deposit to the Tenant in accordance with the *Residential Tenancies Act* (the “Act”).
7. The Tenant will pay a fee of \$35.00 for any non-sufficient fund (NSF) rent cheques.
8. Utilities will be paid by the parties as indicated below:

Utility	Landlord (✓)	Tenant (✓)	N.A.
(a) Electricity			
(b) Gas			
(c) Telephone			
(e) Cable TV			
(f) Oil			
(g) Other (as specified):			

9. Appliances will be supplied and maintained in working order, by the Landlord, as indicated below:

Appliance	(✓)
(a) Stove	
(b) Refrigerator	
(c) Washer	
(e) Dryer	
(f) Dishwasher	
(g) Furnace	
(h) Hot water heater	
(i) Other (as specified):	

10. The Tenant is responsible for all garbage removal and collection, snow clearing in winter (including municipal sidewalks), and lawn cutting in summer as well as general maintenance and upkeep of the lawns, gardens, walkways and driveway on the property. The Tenant covenants to maintain the interior and exterior of the premises in a state of ordinary cleanliness.
11. No painting or any other cosmetic or structural changes are permitted without the prior written consent of the Landlord.
12. The Tenant shall not undertake any repairs or maintenance to any type of motorized vehicle while on the premises.
13. The Tenant is responsible for the repair of damages to the rental unit, including damages resulting from willful or negligent conduct, caused by the Tenant, another occupant of the rental unit, or a person permitted in the rental unit by the Tenant. Such repairs shall be made forthwith upon being discovered by the Tenant, or upon the Tenant receiving written notice of such damages from the Landlord.
14. It is mutually agreed that on \_\_\_\_\_ the Churchwardens shall be authorized and permitted to enter the premises to conduct an annual inspection.
15. Prior to taking occupancy, the Tenant will provide a valid certificate of insurance, satisfactory in form and content, to the Landlord as evidence of a tenant's package insurance policy covering the Tenant's personal belongings, fire insurance coverage, as well as third party liability. The Landlord must be named as an 'Additional Insured' on the certificate.
16. Assigning or subletting is not permitted.
17. No smoking is permitted anywhere inside the rental unit.
18. The Tenant shall not alter the locking system on a door giving entry to the rental unit or cause the locking system to be altered during the Tenant's occupancy of the rental unit without the consent of the Landlord, and upon alteration of the locking system, the Tenant shall provide the Landlord with all keys or codes required to gain entry to the premises.

19. The Tenant covenants with the Landlord that he/she shall use and occupy the Premises as a private single family dwelling house only, and will not carry on or permit to be carried on therein any trade or business. The Tenant further covenants with the Landlord not to conduct or carry on any illegal or criminal activities on the Premises, or any activity which may be in violation of any federal, provincial or municipal statutes, regulations or by-laws. In addition to the liability set out in paragraph 13, the Tenant shall be liable for all damages, costs, liens and liabilities of any kind whatsoever related to a breach of the covenants set out in this paragraph and hereby agrees to fully indemnify and save harmless the Landlord from all such damages, costs, liens and liabilities.
20. Except for casual guests, no other persons other than the Tenant and the Tenant's immediate family shall occupy the premises without written consent of the Landlord. The Tenant covenants that only one household shall reside on the Premises.
21. Notwithstanding paragraph 14, the Landlord shall have the right, upon giving written notice, to enter the premises for the purposes of inspection and/or making repairs. The Landlord shall give 24 hours written notice of his/her intent to enter the Tenant's premises between 8:00am to 8:00pm, but such notice need not be given in the event of an emergency or if the Tenant consents to the Landlord's entry without such notice being given. Once the Tenant has given notice of termination, the Landlord may show the accommodations between 8:00 am to 8:00 pm. The Landlord must make reasonable efforts to inform the Tenant of his/her intention to do so.
22. Notice of termination shall be provided, by either the Landlord or the Tenant, in accordance with the Act.
23. If the Tenant remains in possession after a lawful termination without the Landlord's consent, the Landlord may pursue the process set out in the Act in order to obtain an order of possession.
24. The acceptance by the Landlord of arrears of rent or compensation for use or occupation of the Premises after notice of termination of this Lease has been given shall not operate as a waiver of the notice or as a reinstatement of the lease or as a creation of a new lease unless the parties so agree in writing.

25. If the Tenant is obliged to vacate the Premises on or before a certain date and the Landlord has entered into a lease with a third party to rent the Premises after such date and the Tenant fails to vacate the Premises thereby causing the Landlord to be liable to such third party, then the Tenant shall, in addition to any other liability hereunder, indemnify the Landlord for all losses suffered by reason of its failure to vacate.
26. The Tenant shall, upon being so apprised, give the Landlord prompt written notice of any accident or other defect in the Premises including without limitation, the water pipes, gas pipes or heating apparatus, telephone, electric light or other wiring.
27. The Tenant shall be liable for any damage done by reason of water being left running from the taps in the Premises or from gas permitted to escape therein caused by the negligence or willful neglect of the Tenant, its permitted subtenants and assigns and those for whom it is in law responsible.
28. Any notice required to be given under the terms of this Lease by either party to the other shall be in writing and shall be delivered or sent by registered mail (except during a postal disruption or threatened postal disruption) to the applicable address set forth below:
- (a) In the case of the Landlord, to:
  - (b) In the case of the Tenant, to the Premises:

*[Remainder of page intentionally left blank]*

29. IT IS agreed between the parties hereto that every covenant, proviso and agreement herein contained shall ensure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns, and that all covenants herein contained shall be construed as being joint and several, and that when the context so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

SIGNED, SEALED AND )  
DELIVERED )

In the presence of: )

\_\_\_\_\_ )

Witness:

\_\_\_\_\_  
Tenant(s):

Per:

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

Title: Incumbent or Priest-in-Charge

Per:

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

Title: Churchwarden

Per:

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

Title: Churchwarden