

# Dundurn Student Residence

## Student House Rental Lease



**Premises**

House \_\_\_\_\_ Room \_\_\_\_\_

Dundurn Street  
Hamilton, ON L8P 4J9

**Landlord – Hillcrest Properties 1 Ltd**

c/o Hillcrest Properties  
35 Dundurn St S  
Hamilton, ON L8P 4J9  
Tel: 905-923-8223  
E-mail: Rentals@HillcrestProperties.ca

**TENANT**

**Name** \_\_\_\_\_

**Date of Birth** \_\_\_\_\_

**Permanent Address** \_\_\_\_\_  
\_\_\_\_\_

**Contact Number** Home ( ) \_\_\_\_\_ - \_\_\_\_\_ Cell ( ) \_\_\_\_\_ - \_\_\_\_\_

**E-mail** \_\_\_\_\_

**Emergency Contact** Name \_\_\_\_\_

Phone ( ) \_\_\_\_\_ - \_\_\_\_\_ Relation \_\_\_\_\_

**Program** \_\_\_\_\_ **Year** \_\_\_\_\_

**Student ID** \_\_\_\_\_ **Gender**  Female  Male

**Drivers Licence** \_\_\_\_\_ **S.I.N.** \_\_\_\_\_

**Lease Term** (to be completed by Hillcrest Properties Representative)

<b>Lease Start</b>	
<b>Term</b>	
<b>Lease Finish</b>	
<b>Total Rent</b>	\$ _____ per month
<b>Deposit Received</b>	\$ _____ Date _____
<b>Payment Arrangement</b>	<input type="checkbox"/> Post-dated Cheques <input type="checkbox"/> Pre-authorized Withdrawal

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### Rental Fees

**Basic Rent** \_\_\_\_\_ \$ \_\_\_\_\_/month

**Utilities and Amenities Provided**

The **Landlord** is responsible to provide to the **Tenant** utilities listed below:

\$ **Included**

- Electricity
- Water
- Garbage Removal
- Gas (heating)
- High speed internet
- Cleaning service for common area

**Total Rent** Amount the **Tenant** will pay \$ \_\_\_\_\_/month

**Deposit** A deposit of \$ \_\_\_\_\_, equivalent to one month's rent is required upon signing of the lease agreement, to be held as a last month's rent deposit.

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Rent includes the exclusive use of the room identified in **Premises** beginning at the **Lease Start** and continuing through the **Term** until the **Lease Finish**. In addition, the room rental provides for shared use of the common area kitchen and living room on the main floor, as well as shared use of the rest-rooms.

### Obligations

Each **Tenant** is entitled to quiet enjoyment and use of the exclusive **Premises**, as well as the shared common areas. It is important for the **Tenant** to be considerate of other Tenants sharing the house and common areas. Failure of the **Tenant** to adhere to the lease terms may be grounds for termination of the lease and the eviction of the **Tenant**.

**Occupants and Guests**

Only one occupant per room. Except for casual guests, no other persons shall occupy the premises without the written consent of the **Landlord**. A casual guest is considered to be someone who stays not more than two consecutive days in the **Premises** during any one month. Guests are not permitted in the house when the **Tenant** is not in attendance.

**Internet**

I understand that the internet is provided by the **Landlord** and is to be used for legitimate purposes to facilitate my education and research. I agree to not abuse this service by downloading illegal files, music, videos or allowing others to upload files from my computer. I acknowledge that the use of my internet is being monitored by the service provider and that any abuse will result in a notification to me. I understand that, once notified, if the abuse continues that I may lose my service for a period of time, and if after service has been restored the misuse continues that I could be banned from the internet indefinitely.

**Smoking**

**Non-smoking house.** Under no circumstance shall the **Tenant** or any guests be permitted to smoke cigarettes or other substances in any part of the house.

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<b>Parties</b>	There shall be no keg style parties or other parties involving alcohol where 15 or more guests are in attendance without the prior written authorization of the <b>Landlord</b> and all of the other <b>Tenant(s)</b> in the building. Under no circumstances will sounds from the party be permitted to impact the surrounding homes or neighborhood. The <b>Tenant(s)</b> involved in any such parties shall be responsible for all fines or levies attached to the property as a result of any associated complaints or service calls.
<b>Appliances Provided By Landlord</b>	The <b>Landlord</b> will provide and maintain a shared stove, coin operated washing machine and dryer, one fridge per <b>Premises</b> , furnace, water heater, and A/C unit. <b>Tenant</b> is responsible for light bulb replacement in the <b>Premises</b> .
<b>Maintenance</b>	The <b>Landlord</b> shall provide and maintain the <b>Premises</b> in good state of repair and fit for habitation and complying with municipal health and safety and maintenance standards. The <b>Landlord</b> will be responsible for exterior maintenance including snow removal.
<b>Cleaning of Common Areas</b>	The <b>Landlord</b> shall provide for a cleaning person to perform basic cleaning of the common areas on a weekly basis including hallways, bathrooms and kitchen. The cleaning person shall not be responsible for tidying, doing dishes or cleaning of the room occupied by the <b>Tenant</b> .
<b>Cleanliness and Damage</b>	The <b>Tenant</b> shall be responsible for the ordinary cleanliness of the <b>Premises</b> and to keep the common area tidy including regular cleaning of personal dishes and cookware <u>within a reasonable time</u> after use. The <b>Landlord</b> shall bill the <b>Tenant</b> for any damage caused by the willful or negligent conduct of the <b>Tenant</b> , or persons permitted on the <b>Premises</b> by the <b>Tenant</b> . The <b>Tenant</b> shall be responsible for the actions and conduct of their guests and invitees. <b>Tenants</b> shall be responsible to take out garbage and recycling throughout the week to the designated areas. Garbage and recycling pickup is on Mondays.
<b>Cleanup after Gathering</b>	In the event that the Tenant holds an event or gathering resulting in a mess or general untidiness of the common areas, the <b>Tenant</b> shall clean up the mess or untidiness and return the space to its original condition, by the following morning.
<b>Consideration for Tenants</b>	The <b>Tenant</b> shall be considerate of other tenants. In no circumstances shall the <b>Tenant</b> take any action that will endanger the health and or safety of other tenants. <b>Tenants</b> shall keep the common hallways free from obstruction.
<b>Personal Items Left</b>	<b>Tenants</b> will be responsible for the removal of all of their belongings, furniture, etc. upon conclusion of their lease term. <b>Tenants</b> will be billed accordingly for any items left that require removal.

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### Landlord Rights and Responsibilities

**Notice of Entry** For the duration of this tenancy agreement, the residential premises are the **Tenant's** home and the **Tenant** is entitled to privacy, quiet enjoyment, and to exclusive use of the residential premises. The **Landlord** may enter the residential premises only if one of the following applies:

- (i) the **Landlord** gives the tenant a written notice to carry out repairs or to allow a potential mortgagee, insurer, or purchaser to view or enter the residential premises and specifies a reasonable time not sooner than 24 hours and not later than 72 hours from the time of giving notice; entry must only occur during daylight hours (8 a.m. to 8 p.m.).
- (ii) the **Landlord** is entering for the purposes of cleaning,
- (iii) there is an emergency;
- (iv) the **Tenant** gives the **Landlord** permission to enter at the time of entry or not more than one month before the time of entry for a specific purpose;
- (v) the **Tenant** has abandoned the residential premises;
- (vi) the **Landlord** has the order of an arbitrator or court saying the **Landlord** may enter the residential premises.

**Rent Increases** The **Landlord** and **Tenant** acknowledge that the rent will not be raised more often than once every 12 months.

**Repairs** The **Landlord** must provide and maintain the residential premises and residential property in a reasonable state of decoration and repair, making the residential premises and the residential property suitable for occupation by a reasonable tenant. The landlord must comply with health, safety, and housing standards required by law.

### Tenant Rights and Responsibilities

**Insurance** I acknowledge that the **Landlord** has insurance for the building structure only and that they are not responsible for any loss or damage to my personal property. I understand that obtaining insurance for my property while at Dundurn Student Residence is the responsibility of the **Tenant**, whether it is by an additional clause to any existing insurance that I may have, or by obtaining separate content insurance from an insurance provider.

**Subletting** The **Tenant** shall not assign or sublet the premises without the consent of the **Landlord**. The **Tenant** shall obtain written permission from the **Landlord** which names the sublet taking possession of the room. The **Landlord** shall not arbitrarily or unreasonably withhold such consent. When subletting, the **Tenant** shall have been deemed to have provided notice of termination of the Lease as of the Lease Finish date and that any extension by the person subletting from the **Tenant** will require a new Lease.

**Subletting for the summer with intention to return** The **Tenant** may sublease the **Premises** during the summer months provided that the **Landlord** is notified in writing of their intent to do so. While it is the **Tenant's** responsibility to find a suitable substitution for the **Premises**, the **Landlord** may be able to assist in this regard.

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<b>Notice of Termination or Renewal</b>	In order to have adequate notice to replace departing <b>Tenants</b> , the <b>Landlord</b> requires 60 days written notice prior to the expiration of the <b>Term</b> of whether the <b>Tenant</b> is planning to extend or terminate their <b>Lease</b> . If the <b>Tenant</b> wishes to terminate the tenancy at the end of the <b>Term</b> , he or she <b>must give notice in writing not less than 60 days prior to the expiration of the Term</b> .
<b>Dispute Resolution</b>	In the event of disputes arising out of the living arrangements and use of premise by the residents, resolution will be by majority rule with the other tenants in the suite. However, the <b>Landlord</b> reserves the right to overrule the majority decision and impose his or her own decision. The <b>Landlord</b> reserves the right to establish additional house rules if the need arises during the course of the lease term to ensure the quiet enjoyment of all residents of the suite.
<b>Plugged toilets or drains</b>	The <b>Tenant</b> agrees to take due precautions against stoppage of water or waste pipes in and about the <b>Premises</b> . If water or waste pipes become clogged by reason of the <b>Tenant</b> neglect or recklessness, the <b>Tenant</b> shall repair the same at his/her own expense and pay for all associated damage caused.
<b>Possession beyond lease expiry</b>	If, after a notice of termination made in accordance with the Tenant Protection Act, the <b>Tenant</b> remains in possession without the <b>Landlord's</b> consent, the <b>Landlord</b> may apply to the Landlord and Tenant Board for an eviction order. The <b>Landlord</b> may also apply for compensation for any damages including lost revenue opportunity, and compensation for use and occupation after termination.
<b>Parking</b>	Parking of vehicles on the premises are to be parallel parked along the east property line. Vehicles parked in other locations may be ticketed and towed according to the City of Hamilton by-laws.

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The following person is authorized to act on behalf of the **Landlord** and is specifically authorized to accept legal notices, and/or complaints from the **Tenant**.

Maria Anastasopoulos  
Hillcrest Properties  
35 Dundurn Street South,  
Hamilton, ON L8P 4J9  
905-923-8223 or [Rentals@HillcrestProperties.ca](mailto:Rentals@HillcrestProperties.ca)

### Changes/Additions

Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and tenant and must be reasonable. If a change is not agreed to in writing, is not initialed by the landlord and tenant, or is not reasonable it is not enforceable.

I, \_\_\_\_\_ agree to the following (please initial):

\_\_\_\_\_ I agree to the terms and conditions of the Dundurn Student Residence Lease Agreement. I have reviewed and initialed each page of the lease.

\_\_\_\_\_ I acknowledge and consent that should the rented premises which I have leased fall short of full occupancy, I am prepared to be relocated to another unit on site.

\_\_\_\_\_ I agree not to install any personal air conditioner or heating device in my room. I agree to and understand that additional monthly charges will apply, from the commencement of the lease, should I be found to be in breach of this condition.

\_\_\_\_\_ I agree to provide post-dated cheques or to arrange for automatic withdrawal for the monthly rent, on or before the commencement of my lease. A \$25 service fee will be charged for each returned payment. **Cheques are made payable to Hillcrest Properties 1 Ltd.**

\_\_\_\_\_ I agree to renew my lease or notify Dundurn Property Management that I will not be returning within 60 days of my lease expiration date thus completing the **N9 Form**.

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted by Landlord

\_\_\_\_\_  
Date

Note: Lease is not official until it is signed and dated by both Tenant and Landlord.

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### Indemnity

The Indemnifier covenants with the **Landlord** that the **Tenant** will well and truly pay all Rent, Additional Rent and other amounts payable under the Lease on the days and at the times in the manner provided in the Lease, and that if any default be made by the **Tenant**, whether in payment of monies or performance of obligations, that Indemnifier shall forthwith on demand pay to the **Landlord** such monies and perform such obligations and pay any and all damages resulting from any non-payment or non-performance.

The Indemnifier agrees with the **Landlord** that it shall be jointly and severally liable with the **Tenant** for all of the **Tenant's** obligations under the Lease, as if it were separately named as the tenant under the Lease.

**Name** \_\_\_\_\_

**Permanent Address** \_\_\_\_\_

**Contact Number** Home ( ) \_\_\_\_\_ - \_\_\_\_\_ Cell ( ) \_\_\_\_\_ - \_\_\_\_\_

**E-mail** \_\_\_\_\_

As the Indemnifier, for \_\_\_\_\_, I have read and understand the obligations stated above and have reviewed the Dundurn Student Residence Lease.

\_\_\_\_\_  
Signature of Indemnifier

\_\_\_\_\_  
Date

\*\*\* A copy of photo identification including signature is required by the tenant and indemnifier.

Tenant

Indemnifier