

# LEASE AGREEMENT – Part 1: CRITICAL COMPONENTS OF A LEASE AGREEMENT

Sayed Iqbal Mohamed  
Daily News Tuesday May 31 2005

Part 1 of a specimen agreement (in four parts)

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## LEASE AGREEMENT

### 1. Parties

The parties to this agreement are  
.....hereinafter called  
“Landlord” and .....  
Hereinafter called “Tenant”.

If Landlord is the agent of the owner of  
said property, the owners name and  
address is  
.....  
.....

### 2. Property

Landlord hereby lets the following  
property to the Tenant for the term of  
this Agreement:

(a) the property located at:  
.....  
.....  
.....

(b) this property is a  
house/outbuilding/room/shack/hostel  
room or other (specify)  
.....

And

(c) the following furniture and  
appliances are on said property: (list  
each item)  
.....  
.....

### 3. Term

The term of this agreement shall be for  
..... beginning on  
..... and ending on  
.....

### 4. Rent

4.1 The monthly/weekly/daily or other  
(specify) rental for said property shall be

R..... due and payable on the  
.....day of each month/week/day  
or other (specify) to the Landlord at  
..... for which the tenant shall be  
given a written rent receipt.

4.2 The landlord has the right to receive  
prompt and regular payment of rental  
and the tenant knows and accepts his or  
her duty to pay the rental regularly, in  
full and on time.

### 5. Municipal Services

Municipal services shall be paid by the  
party indicated as follows:

Landlord .....  
Tenant .....

To be shared between tenants  
Electricity .....  
Water .....  
Refuse removal .....  
Other .....  
.....  
.....

The landlord undertakes to provide the  
tenant the original municipal billing/  
statement of account.

### 6. Use of property

Tenant shall use the property only for  
residential purposes, except for  
incidental use in trade or business (such  
as telephone solicitation of sales orders  
or arts and crafts created for profit), so  
long as such incidental use does not  
violate local municipal laws or affect  
Landlord’s ability to obtain fire or  
liability insurance.

# LEASE AGREEMENT – Part 2:SPECIMEN RENTAL LEASE AGREEMENT

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## **7. Tenant's duty to maintain premises**

The Tenant shall keep the dwelling in a clean, tidy, safe and sanitary condition and shall otherwise comply with all local municipal laws requiring tenants to maintain the rented dwelling. If damage to the dwelling (other than normal wear and tear) is caused by acts or neglect of Tenant, Tenant's visitors or others occupying the dwelling under his/her control, Tenant must repair such damage at his or her own expense.

Upon Tenant's failure to make such repairs and after reasonable written notice by the Landlord, Landlord may carry out such repairs to be made and the Tenant shall be liable to the Landlord for any reasonable expense thereby incurred by Landlord.

The Landlord, upon request will provide Tenant with all receipts and vouchers regarding the repairs.

## **8. Alterations**

No substantial alteration, addition, or improvement shall be made by Tenant in or to the dwelling without the Landlord's permission in writing. Such permission shall not be unreasonably withheld, but Tenant may have to agree in writing to

restore dwelling to its prior condition upon moving out.

## **9. Noise**

Tenant agrees not to allow on the dwelling any excessive noise or other activity that disturbs the peace and quiet of other tenants in the building or neighbourhood.

Landlord agrees to prevent other tenants and other persons in the building or common areas from similarly disturbing the Tenant's peace, quiet and use and enjoyment of the dwelling.

## **10. Inspection by landlord and tenant**

10.1 There shall be a joint inspection by both parties before the tenant takes occupation, and within three days before the tenant moves out.

10.2 Landlord, or his agent, may enter the dwelling upon SEVEN (7) days written notice and with Tenant's consent, for the following purposes:

- to make repairs, when the landlord has reason to believe that the dwelling is damaged or vandalised, and
- to exhibit the dwelling to prospective purchasers, mortgages, and tenants. Such entries shall not be so frequent as to seriously disturb Tenant's peaceful use and

enjoyment of the premises. Such entries shall take place only with the consent of Tenant, which shall not be unreasonably withheld.

### **11. Security deposit**

(a) Tenant shall pay Landlord, upon execution of this Agreement, a security deposit of R\_\_\_\_\_

The said deposit will be kept in a separate interest-bearing account and the tenant shall be duly notified of the bank and the account number.

(b) Within seven (7) days after Tenant vacates the premises, Landlord shall return to Tenant the security deposit together with accrued interest.

(c) However, on the expiration of the lease, the deposit with accrued interest may be applied by Landlord toward reimbursement for any reasonable cost of repair or cleaning necessitated by the Tenant's acts or omissions in violations of this

Agreement (normal wear and tear excluded), and for rental which is due, unpaid, and owing, provided Landlord notifies Tenant of his/her intention to apply the deposit toward reimbursement for any reasonable cost of repair or cleaning if Tenant fails to do so within a reasonable period.

If any deduction is made, Landlord shall also give Tenant a written, itemised statement of such deductions and explanations thereof, and refund any balance within fourteen (14) days after Tenant vacated the dwelling.

If the Landlord fails to comply with sections (b) and (c) of this paragraph, then the Landlord waives the right to make deductions from the security deposit and will be responsible for returning the entire deposit to Tenant when Tenant vacates the premises, together with accrued interest.

# Lease agreement- Part 3

Sayed Iqbal Mohamed

Daily News, Tuesday, 21 June 2005

## 12. LANDLORDS OBLIGATION TO REPAIR AND MAINTAIN PREMISES

(a) The Landlord shall provide and maintain the building and grounds belonging to the dwelling in a decent, safe and sanitary condition, and shall comply with all local laws, regulations and ordinances concerning the condition of dwelling which, at a minimum, must be maintained in decent, safe and sanitary condition and reasonably fit for human habitation.

(b) Landlord shall take reasonable measures to provide and maintain security on the dwelling and the building and grounds belonging thereto, to protect the tenant and other occupants and guests on the dwelling from burglary, robbery and other crimes. Tenant agrees to use reasonable care in utilising such security measures.

(c) As repairs are now needed to comply with this paragraph, the Landlord specifically agrees to complete the following repairs on or before the following due dates:

Repair .....  
.....  
Date .....  
.....  
.....

This list is not intended to be exhaustive, nor is it to be construed as a waiver as to any other defective conditions, which may exist.

(d) If Landlord fails to substantially comply with any duty imposed by this paragraph, Tenant's duty to pay rent shall be reduced until such failure is

remedied. Upon Landlord's failure to make necessary repairs, Tenant may make or cause to be made said repairs and deduct the reasonable cost of said repairs from the rental.

This section (d) shall apply to defects within Tenant's dwelling unit only, and then only if Tenant has notified Landlord or his agents of such defects and has given Landlord a reasonable time to make repairs. The remedies provided by the Rental Housing Act, or any other law to Tenant for Landlords violation of this agreement.

## 13. SUBLEASING

Tenant shall not assign this Agreement or sublet the dwelling without the consent of Landlord. Such consent shall not be withheld without good reason relating to the prospective tenant's ability to comply with the provision of this agreement.

This agreement shall not prevent Tenant from accommodating guests for reasonable periods, providing no overcrowding is allowed.

## 14. RETALIATION

If tenant reasonably and peacefully exercises any right granted under this Lease Agreement or any relevant law, or if tenant joins or organises a tenant's union, Landlord agrees not to retaliate against or harass Tenant in any way, specifically including, but not limited to: eviction, rent increase or service decrease, refusal to renew a term tenancy, or substantial alteration of lease terms.

# Lease Agreement – Part 4

Sayed Iqbal Mohamed

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## **15. Destruction of premises**

If dwelling becomes partially or totally destroyed during the term of this Agreement, either party may thereupon cancel it upon reasonable notice.

## **16. (a) Tenant's termination for good cause**

Upon a calendar months written notice, for good cause, Tenant may cancel this agreement and vacate the dwelling. Said notice shall state good cause for termination. Good cause shall include, but not be limited to, entry into active duty with the military services, employment in another community, and loss of the main source of income used to pay the rental.

## **17. (b) landlord's termination for good cause**

The following are just causes to terminate a lease (by no means an exhaustive list): -

- (i) Failure to pay rent when due;
- (ii) The tenant habitually fails to pay the rent;
- (iii) Failure to pay a rent increase, provided such an increase is not unconscionable and complies with any other relevant legislation;
- (iv) Disorderly conduct, disturbing the peace and quiet of other tenants or the neighbourhood;
- (v) Damage to the premises resulting from wilful conduct or gross negligence;
- (vi) The accommodation is reasonably required for repairs, renovations, reconstruction,

## **18. Termination**

Upon termination of this Agreement, Tenant shall vacate the dwelling, remove all personal property belonging to him or her, and leave the dwelling in the condition he or she found it (normal wear and tear excepted).

Landlord and tenant must jointly carry out an inspection of the dwelling within three days before the lease expires.

## **19. Lawsuits**

If either party commences a lawsuit against the other to enforce any provision of this Agreement, the successful party may be awarded reasonable attorney fees and other court costs from the other. Landlord specifically waives any right to recover treble or other punitive damages.

## **19. (a) Arbitration**

Parties to the agreement undertake to use all amicable ways to resolve any resultant problem or conflict arising from this contract, including arbitration. Both parties agree that should they submit themselves to arbitration, the decision of the arbitrator will be final and binding.

## **(b) Rental Housing Tribunal**

The Rental Housing Tribunal has exclusive jurisdiction on unfair practice as well as jurisdiction to regulate landlord-tenant relationships, to receive complaints and to either mediate or hold a hearing. Parties agree to approach the Rental Housing Tribunal.

## **(c) Courts**

Parties also have the option of using the courts, in the absence of an unfair practice.