

# Residential Tenancy Agreement

THIS APARTMENT LEASE AGREEMENT (the "Agreement") is entered into this 17th day of July, 2017.

## BETWEEN:

Dahlia Duncan and Kathlyn Ferrell  
of  
8072 Seward Cove

*(collectively and individually the "Landlord")*

*OF THE FIRST PART*

- and -

Hoyt Gauthier  
of  
1479 Stonecrest Avenue

*(the "Tenant")*

*OF THE SECOND PART*

## 1. BACKGROUND

Whereas the Landlord is the lawful and legitimate owner of the apartment having a street address of 7027 Seneca Alley, being, lying, and situated in Moncton, Newfoundland and Labrador (the "Premises");

Whereas the Landlord wishes to lease the Premises to the Tenant upon the terms and conditions set forth herein; and

Whereas the Tenant wishes to lease the Premises from the Landlord upon the terms and conditions set forth herein;

FOR AND IN CONSIDERATION OF the covenants, conditions, and obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant agree as follows:

## 2. DESCRIPTION OF PREMISES

### **1. Rooms**

The Premises contains Lorem ipsum praesent orci, nisi. bedrooms and Lorem

ipsum aptent sollicitudin fringilla, lacinia sit et. bathrooms.

## **2. Furnishings**

The Premises have been furnished as described in the attached list. Notwithstanding normal aging and wear, the Tenant shall maintain this furniture in its original condition as far as possible.

## **3. Amenities**

The Tenant will not have access to any amenities.

## **4. Parking**

The Tenant may park properly insured motor vehicles in the parking spaces (the "Parking") at: Lorem ipsum lobortis condimentum faucibus quam aenean, nam fermentum adipiscing aenean..

The parking includes the following special features:

1. Covered Parking Lot
2. Block Heater Outlet

## **3. USE OF PREMISES**

The Tenant shall use the Premises solely as a private, single-family dwelling. The Tenant is prohibited from using the Premises, or any part thereof, to practice any profession, trade, business, or other commercial venture. The Tenant agrees to comply with all laws, ordinances, and rules of any governmental body or related authority with regard to the use and purpose of the Premises.

## **4. OTHER OCCUPANTS**

Notwithstanding the Tenant, no other persons are permitted to live in the Premises without the Landlord's prior written consent.

## **5. PETS**

The Tenant shall not be allowed to keep, raise, or maintain pets on the premises without first obtaining the Landlord's written permission. The Tenant will assume full and exclusive responsibility for the animal(s), as outlined below.

Any Tenant keeping one or more domestic animals (collectively and individually the "Pet") in or around the Premises agrees to abide by the following terms:

1. The Pet shall not be permitted to damage the Premises, including, but not limited to, urinating or defecating on the carpet/floor;
2. Any Pet waste on the grounds around the Premises must be promptly disposed of;
3. The Pet shall not cause discomfort, harm, or nuisance to other tenants. If the Pet injures other persons, the Tenant shall assume full responsibility and liability;
4. The Pet shall not be allowed to access shared amenities such as the laundry room, pool, recreational facilities, or similar amenities as determined by the Landlord's policies and the Tenant's reasonable judgement;
5. The Tenant must provide all necessary care for the Pet, including but not limited to providing companionship, exercise, food, water, and health care at appropriate intervals;
6. Upon move-out, the Tenant will reimburse the Landlord for the costs associated with protecting the health of the future tenant(s), such as de-fleeing, deodorizing, and shampooing the Premises; and
7. The Tenant must comply with all applicable laws and regulations.

The Landlord's remedies for violation of the above terms shall be at the Landlord's discretion, and may include any or all of the following:

1. For violation of any of the above terms, upon thirty (30) days written notice, the Tenant must permanently remove the Pet from the Premises.
2. For failure to provide the necessary care for the Pet, the Landlord may enter the Premises upon one (1) day's written notice to turn the Pet over to a humane society or local authority.
3. If the Premises are damaged by the Pet, the Tenant shall be fully and exclusively liable and shall pay for the cost of replacement or repairs to the damaged items. The Tenant will arrange and pay for the Pet to stay with a third party during the period of repair or replacement.

The Landlord shall not be held liable for any harm, sickness, loss, or death of the Pet unless it is due to the Landlord's negligence. In addition, the Tenant will indemnify the Landlord for all expenses resulting from any legal proceedings initiated as a result of injuries or damages caused by the Pet.

## 6. SMOKING

Smoking is not permitted in the Premises. However, the Tenant has been made aware that smoking may occur in nearby residences or units, and that the smoke produced may drift into the Premises. The Tenant hereby waives the right to any cause of action as a result of this smoke.

## 7. MOVE-IN DATE

Notwithstanding that the term of this Lease commences on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (as specified below) the Tenant is entitled to possession of the Premises at 12:00 noon on June 7th, 2008.

## 8. POSSESSION

The failure of the Tenant to take possession of the Premises shall not relieve it of the duty to pay Rent and other fees.

If Landlord cannot deliver possession of the Premises for any reason beyond the Landlord's control, the Landlord shall not be liable for any damage caused thereby. Furthermore, this Agreement will remain in effect, and the Tenant shall not be liable for any Rent until possession is delivered. If Landlord is unable to deliver possession within the period prescribed by the Act, the Tenant may terminate this Agreement by providing the Landlord with written notice, and shall be refunded any Rent or Security Deposit paid.

## 9. INSPECTIONS

The Landlord and the Tenant will execute and date an inspection report at the beginning and at the end of this tenancy.

## 10. LENGTH OF AGREEMENT

This Agreement shall commence at 12:00 noon on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and continue indefinitely until the Landlord or Tenant terminates the tenancy.

## 11. SECURITY DEPOSIT

The Tenant agrees to deliver to the Landlord a security deposit (the "Security Deposit") of \$260.00 upon the execution of this Agreement. The Security Deposit may not be applied towards the cost of Rent, and the Tenant is not entitled to any interest on it. The Landlord will return the Security Deposit (less any deductions or with further demand for payment) at the end of the tenancy. The Security Deposit will be returned

to such address as the Tenant may later provide in writing the Landlord. Refunds, if applicable, may be paid to any of the Tenants.

Deductions from the Security Deposit, or additional charges such as the cost of professional cleaning or repairs, will be made in accordance with the Act. The Tenant shall not be penalized for damage due to normal aging or wear and tear. However, the Tenant will be responsible for any unusual or excessive damage committed by the Tenant or by any person under the Tenant's care or control. Specifically, deductions or additional charges may be made for any purposes allowed under this Agreement or the Act, including but not limited to:

1. Repair or repainting of walls, due to excessive number of holes or other damage;
2. Repairing or replacing windows, doors, light fixtures, and other features that are damaged or missing;
3. Damage to plumbing such as pipes, toilets, sinks, and drains, due to clogging or freezing;
4. Burns, cuts, or water damage to flooring; or
5. Extermination costs, if insects have been knowingly brought or allowed into the Premises

In the event that the Landlord sells or assigns the Premises, the Security Deposit will be transferred to the new landlord or assignee to hold until the termination of this Agreement. The Tenant will thus release the Landlord from all liability for the return of the Security Deposit.

## 12. RENT PAYMENTS

The Tenant will pay the Landlord \$3,950.00 rent (the "Rent") every 6 months, on or before the 1994-02-09 of each and every sixth month, for the duration of this Agreement.

In addition to the Rent, the Tenant must pay the following:

1. A Parking charge of \$50.00 per month.

## 13. UTILITIES

The following utilities will be included in the Rent:

1. Power/Electricity
2. Gas
3. Water
4. Basic Telephone Service
5. Cable Television

#### 14. DEFAULT

Should the Tenant fail to pay the Rent or to perform any other obligation set forth herein, and the situation remains uncorrected after the Landlord notifies the Tenant of the default and the period within which it must be rectified, as may be required by the Act, then the Landlord may declare the Tenant in default of this Agreement. The Landlord may exercise any and all available rights and remedies at law or in equity to cure the default, including, but not limited to, the following:

1. The Landlord may declare the unpaid Rent, and any additional fees, immediately due and payable;
2. The Landlord may terminate this Agreement, as described in the Termination paragraph;
3. The Landlord may re-enter and re-take possession of the Premises; and
4. The Landlord may hold the Tenant liable for the balance of the unpaid Rent under this Agreement, if the Landlord is unable to re-let the Premises.

Should the Tenant default on payment of the Rent or any other obligation set forth herein, all costs incurred by the Landlord in attempting to enforce this Agreement, including, but not limited to, any and all legal costs, will be added to the outstanding Rent and be payable upon demand.

#### 15. ABANDONMENT

If the Tenant is absent from the Premises for a period of seven (7) or more consecutive days, while owing unpaid Rent or other fees, the Premises shall be considered abandoned. In the event of abandonment, the Tenant will be in breach of this Agreement, and the Landlord shall have the right to do any or all of the following:

1. Enter the Premises by any legal means, without liability for entry or damage caused upon entry;

2. Deem any of the Tenant's personal property remaining on the Premises to be abandoned, and dispose of such property as appropriate, without liability. The revenue from sale or disposal of the property will be applied to any amounts the Tenant owes under this Agreement, subject to the provisions of the Act;
3. Terminate this Agreement, as described in the Termination paragraph;
4. Re-rent the Premises and collect all rents due from the new tenant(s);
5. Hold the Tenant liable for any difference in rental income obtained from re-renting, and the income the Landlord would have received from the Tenant, over the remainder of the term of this Agreement. Under no circumstances will the Landlord be liable to the Tenant for any excess income; and
6. Apply the Security Deposit to any amounts owing under this Agreement, subject to the provisions of the Act.

#### 16. QUIET ENJOYMENT

Notwithstanding defaults on Rent or other obligations set forth in this Agreement, the Landlord covenants and agrees with the Tenant that the Tenant shall be entitled to peacefully and quietly have, hold, and enjoy the Premises for the duration of this Agreement.

#### 17. ENTRY FOR REPAIRS OR SHOW

The Landlord shall have the right to enter the Premises, during reasonable daytime hours, for the following purposes:

1. To make inspections, additions, alterations or repairs for the preservation of the Premises;
2. To show the Premises to prospective tenants or purchasers; and
3. To remove any signs, fixtures, additions, alterations or other objects or items in violation of this Agreement.

The notice period for such entry will be the greater of any notice required by the Act, and 102 hours. In the event of an emergency, or if the Tenant unreasonably withholds consent to enter, the Landlord may enter the Premises at ANY time, without notice.

#### 18. TENANT IMPROVEMENTS

The Tenant may make improvements to the Premises as follows: Izetta Dietrich.

## 19. CARE AND USE OF PREMISES

The Tenant agrees to notify the Landlord in writing upon discovery of any damages, defects or dangerous conditions in and about the Premises.

The Tenant will obey the Landlord's rules, regulations, and policies regarding the use and care of the common facilities that are provided for the use of the Tenant in and around the building containing the Premises.

The Tenant further agrees to abide by the following rules for use of the Premises:

1. The Tenant may only park in the parking spaces provided for the Tenant's use, and is not allowed to wash, repair, or paint these spaces, or use them to store any item other than a vehicle. Only vehicles that are operational and currently registered and insured may park in the spaces. Vehicles that are inoperable, unregistered, uninsured, noisy, dangerous, unsightly, or leaking any substance, may be towed at the Tenant's expense. Parking is provided at the Tenant's own risk.
2. The Tenant and the Tenant's family and guests must not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, workmen, or the Landlord. The Tenant will not violate any law, nor commit or permit nuisance in or about the premises.
3. The Tenant shall not lounge or loiter on the front steps, public balconies, common hallways, or in any other shared area that would interfere with the convenience of other residents.
4. The Tenant will not block or encumber, with boxes, furniture, or other debris, shared areas such as the hallways and stairs of the building in which the Premises is situated. These shared areas shall be used only for travel to and from the Premises.
5. The Tenant will keep the Premises, and any surrounding stairs, hallways, passages, or shared areas, reasonably clean. The Tenant shall not place rubbish in these areas, or travel through them while wearing soiled boots or rubbers.
6. The Tenant will dispose trash regularly, in a sanitary and appropriate manner.
7. The Tenant will comply with health, sanitary, fire, housing and safety regulations, as required by law, and will not engage in any illegal activities on the Premises.

8. The Tenant will not keep dangerous, explosive, or flammable articles on the Premises that would increase the risk of fire, or be considered hazardous by the reasonable judgement of an insurance provider.

The Tenant will arrange for periodic inspection of the Premises if the Premises will stand unoccupied for four or more consecutive days. The Landlord shall be provided with the name, phone number, and address of the person conducting the inspection.

## 20. DAMAGE

In the event that the Premises are destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the willful act or negligence of the Tenant or the Tenant's family, guests, or employees, this Agreement shall terminate from such time, except for the purpose of enforcing any rights that have accrued hereunder. Rent shall be collected from the Tenant to cover the time period up until the date the damage occurred, but the Tenant shall not be required to pay Rent for the time period in which the Premises is untenable. Furthermore, any Rent for such time period that has been collected in advance by the Landlord must be refunded to the Tenant. If the Landlord chooses to repair or rebuild the Premises, it must do so as quickly as possible, after which the payment of Rent shall recommence and this Agreement shall continue according to its terms.

## 21. INSURANCE

The Tenant acknowledges that the Landlord's insurance does not cover damage or loss to the Tenant's personal property as a result of fire, theft, rain, acts of God, war, acts of others, or any other causes. Furthermore, the Landlord shall not be held liable for any such loss or damage. The Tenant is hereby advised to acquire its own insurance policy to cover damage to personal property.

The Landlord's furnishings and/or other contents in or about the Premises shall be insured for loss and damage. The Landlord shall provide this insurance.

The Tenant shall insure the Premises for damage or loss to the structure including damage as a result of fire, theft, rain, acts of God, war, acts of others, or any other causes.

The Landlord shall insure the Premises for liability insurance. The Tenant will not be held liable for any such loss.

## 22. LIABILITY

The Tenant accepts and agrees that the Landlord will not be held liable in any way for any personal injury or death of the Tenant, the Tenant's family, employees, guests, or any other person whom the Tenant is responsible for, which occurs on the Premises.

Further, the Landlord will not be liable for any loss, damage, injury, or claim to property (including vehicles and their contents) of the Tenant or the Tenant's family, employees, guests, or others whom the Tenant is responsible for. The Tenant shall be responsible for ALL persons visiting the Premises at the Tenant's request, either implied or express, for any purpose whatsoever. This includes, but is not limited to, the Tenant's family, guests, employees, workmen, agents, servants, and health care professionals.

If there is more than one Tenant executing this Agreement, the Tenants shall be jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

### 23. GOVERNING LAW

This Agreement shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the Province of Alberta without regard to the jurisdiction in which any action or legal proceeding may be initiated.

### 24. HEADINGS

Headings are inserted for the convenience of the parties only and will not have any bearing on the interpretation or meaning of this Agreement.

### 25. SEVERABILITY

THE TENANCY CREATED BY THIS AGREEMENT IS GOVERNED BY THE RESIDENTIAL TENANCIES ACT (the "Act"). IF THERE IS A CONFLICT BETWEEN THIS AGREEMENT AND THE ACT, THE ACT WILL PREVAIL.

If a court of competent jurisdiction finds any provisions of this Agreement to be unenforceable, it is the desire of both parties that any modifications made to these provisions by a court of competent jurisdiction be made only to the extent necessary to ensure that the provisions are enforceable, as determined by the reasonable judgement of the court.

Should any provisions in this Agreement be invalid or unenforceable, those provisions shall have no bearing on the remaining provisions of the agreement. All other provisions will be valid, and fully enforceable; further, any partially unenforceable provisions will be enforced to as great an extent as possible.

### 26. SUBORDINATION OF LEASE

This Agreement and Tenant's interest hereunder are and will be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by the Landlord, all advances made under any such mortgages, liens

or encumbrances, the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

#### 27. NO IMPLIED WAIVER

Either party's failure to insist, on one or more occasions, upon strict performance by the other party of any of the duties, terms, or obligations set forth in this Agreement shall not be construed as a waiver of any of the rights or powers of that party, or preclude that party from exercising such rights or powers at a future date.

#### 28. BINDING EFFECT

The covenants and obligations set forth in this Agreement shall be binding on and inure to the benefit of the heirs, executors, successors, legal representatives, administrators, and assigns of the Landlord and the Tenant.

#### 29. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign this Agreement, or sublet or grant any concession or license to use the Premises or any part of the Premises without the Landlord's prior written consent. A consent by the Landlord to one such assignment, subletting, concession, or license shall not be deemed to be a consent to any future assignment, subletting, concession, or license. An assignment, sub-letting or license without the prior written consent of the Landlord or an assignment or sub-letting by operation of law, shall be absolutely null and void and shall, at the Landlord's option, terminate this Agreement.

#### 30. AMENDMENTS

This Agreement may be amended or modified if the amendment or modification is evidenced in writing, and signed by both parties or their representatives.

#### 31. TERMINATION

Should the Tenant default in payment of any or all of the Rent, and that default is not corrected within any grace period specified by the Act, the Landlord may terminate the tenancy created by this Agreement. Notice of termination shall be the greater of the minimum required by the Act, and 15.

Should the Tenant breach this Agreement in any other manner, the Landlord may terminate the tenancy created by this Agreement, by providing the greater of 21 notice, or the minimum notice required by the Act.

The Landlord may terminate, without cause, the tenancy created in this Agreement by providing the greater of Manual Curry notice, or the minimum notice required by the Act.

The Tenant may terminate, without cause, the tenancy created in this Agreement by providing the greater of Trudi Lytle notice, or the minimum notice required by the Act.

### 32. MILITARY CLAUSE

The damage/security deposit will be promptly returned to the Tenant, provided there are no damages to the premises.

If the Tenant is or becomes a member of the United States Armed Forces on extended active duty, the Tenant may Terminate this Lease with thirty (30) days notice to the Landlord in any of the following circumstances:

1. The Tenant receives change of station orders, or is ordered into military housing, and must depart from the area of the Premises;
2. The Tenant is deployed for more than 90 days; or
3. The Tenant is relieved from active duty, retires from, or leaves the military.

The notice of termination must be accompanied by a signed letter from the Tenant's commanding officer, stating the reason why termination is warranted. The Tenant shall pay pro-rated rent for any days the Premises is occupied past the first day of the month.

### 33. RERENT LEVY

If the Tenant moves out prior to 6 months residency, a rerent levy of \$310.00 will be charged to the Tenant.

### 34. VACANCY SIGNS

The Landlord reserves the right to display "For Sale", "For Rent" or "Vacancy" signs on the Premises during the last 30 days of this Agreement.

### 35. POSSESSION AND SURRENDER

Upon expiration of this Agreement, the Tenant shall immediately surrender possession of the Premises to the Landlord. The Premises must be returned in the same condition as at the start of this Agreement, with the exception of reasonable wear and tear. The

Tenant will return a complete set of keys to the Landlord, and provide a future contact address, if one has not been provided herein. If the Tenant fails to surrender the Premises after the expiration or termination of this Agreement, the Landlord may recover possession of the Premises in any legally allowable manner.

### 36. ADDRESS FOR NOTICE

The Tenant's current address is 1479 Stonecrest Avenue.

After this Agreement has expired or been terminated, the Tenant may be reached at such address as the Tenant will later supply in writing.

The Landlord's current and future address is 8072 Seward Cove.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

### 37. ADDITIONAL PROVISIONS

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### 38. COUNTERPARTS

This Lease may be executed in counterparts.

### 39. FULL AND FINAL AGREEMENT

This Agreement comprises the entirety of the terms and conditions of the tenancy of the Premises, as understood and agreed upon by the Landlord and the Tenant. Both parties state that they have not made any representations regarding the subject matter of this Agreement except the representations specifically set forth in this Agreement; there are no further items or provisions, either written or oral.

(This space intentionally left blank)

IN WITNESS WHEREOF Dahlia Duncan, Kathlyn Ferrell and Hoyt Gauthier have duly affixed their signatures on this 17th day of July, 2017.

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Dahlia Duncan  
(Landlord)

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Kathlyn Ferrell  
(Landlord)

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(SEAL) Hoyt Gauthier  
(Tenant)

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Witness:

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 17th day of July, 2017.

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(SEAL) Hoyt Gauthier  
(Tenant)