Northeastern
Catholic District
SCHOOL BOARD

Residential Tenancy Agreement

(the "**Agreement**")

Date of Agreement: _____

This Agreement is made between:

_____

hereafter referred to as the "**Tenant(s)**"

AND

NORTHEASTERN CATHOLIC DISTRICT SCHOOL BOARD
hereafter referred to as the **"Landlord"**

383 Birch Street North, Timmins, ON, P4N 6E8
Landlord's Address

1. The Landlord shall rent to the Tenant the rental premises, hereafter referred to as the "**Rental Premises**", municipally known as:

_____
Street Address and Unit No. of Rental Premises

2. The Rental Premises is: ☐ a single family dwelling; ☐ a unit in a duplex.

3. Both the Landlord and Tenant agree to receive notices and documents by email. The Landlord's email address for receipt of notices and documents is dhorton@ncdsb.on.ca and the Tenant's email address for receipt of notices and documents is _____.

4. Both the Landlord and Tenant agree to share other contact information for emergency purposes outside of the regular school day. The Landlord's contact information is 705-288-5759 and the Tenant's contact information is _____.

5. The term of this agreement ("**Term**") shall be as follows:

   Tenancy shall begin on

   _____, and (if applicable) end on _____
   date *date*

and shall continue thereafter on a month-to-month basis. Prior to terminating the Term of this tenancy, the Landlord or the Tenant shall be required to give prior written notice to the other party. The terminating party in a month-to-month tenancy must give at least 60 days prior written notice, with the termination date being the final day of a monthly rent period.

6. The rent to be paid by the Tenant shall be $ _____ per month subject to increases as permitted by relevant legislation, and shall be deducted directly from the employee's pay deposits twice a month. The first payment shall be payable on _____.

7. (a) Utilities will be paid by the parties as indicated below:

	Landlord	Tenant		Landlord	Tenant
Electricity	☑	☐	_____	☐	☐
Water	☑	☐	_____	☐	☐
Internet	☐	☑	_____	☐	☐
Cable	☐	☑	_____	☐	☐

The Tenant shall be required to set up their own internet and cable account and shall pay the internet and cable provider directly.

(b) Appliances will be supplied and maintained in working order as indicated below:

	Landlord	Tenant		Landlord	Tenant
Stove	☑	☐	Furnace	☑	☐
Refrigerator	☑	☐	Hot Water Heater	☑	☐
Washer	☑	☐	Dryer	☑	☐
_____	☐	☐	_____	☐	☐

8. **PROPERTY MAINTENANCE AND REPAIR**

8.1 The Tenant shall not be permitted to make any alterations to the Rental Premises without the prior written consent of the Landlord or the Manager of Plant and Maintenance (as specified in the provisions below).

8.2 The Tenant shall not be permitted to attach pictures or wall decorations to the walls of the Rental Premises unless an approved wall hook is used.

8.3 The Tenant must repair or pay for any undue damage to the Rental Premises or property of the Landlord that is caused by the willful or negligent conduct of the Tenant, the Tenant's guests or another person who lives in the Rental Premises.

8.4 The Tenant shall be responsible for ordinary cleanliness of the Rental Premises, subject to any responsibilities of the Landlord specified herein.

383 Birch Street North, Timmins ON P4N 6E8
[T] 705-268-7443 [F] 705-267-3590 [W] www.ncdsb.on.ca

8.5 The Tenant shall be responsible for rug cleaning.

8.6 The Tenant shall be responsible for lawn mowing at the Rental Premises, unless the Tenant lives in a multi-unit. If the Tenant lives in a multi-unit, the Landlord shall be responsible for lawn mowing at the Rental Premises.

8.7 The Landlord will provide access to a rug cleaner, and a push lawnmower if requested by the Tenant.

8.8 The Tenant shall be responsible for snow removal at the Premises, unless the Tenant lives in a multi-unit. If the Tenant lives in a multi-unit, the Landlord will shall be responsible for snow removal at the Rental Premises.

8.9 The Landlord is responsible for providing and maintaining the Rental Premises in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

9. The following person is authorized to act on behalf of the Landlord and is specifically authorized to accept notices of the Tenant's complaints and to accept any service of legal process or notice:

David Horton
Manager of Plant & Maintenance
Northeastern Catholic District School Board
383 Birch Street North, Timmins, ON, P4N 6E8
(705) 268-7443
dhorton@ncdsb.on.ca

10. The Landlord shall give 24 hours written notice of its intent to enter the Tenant's Rental Premises between 8:00 a.m. to 8:00 p.m. for repairs, inspections or other valid reasons, 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.

11. In the event the Tenant has given notice of termination to the Landlord, the Landlord shall be permitted to show the Rental Premises to prospective tenants between 8:00 a.m. to 8:00 p.m. The Landlord shall make reasonable efforts to inform the Tenant of its intention to do so.

12. If the Tenant remains in possession after a lawful termination without the Landlord's consent, the local authorities can enforce the Tenant vacating the property and permit the Landlord to change the locks.

13. The landlord shall only raise the rent in accordance with the *Residential Tenancies Act, 2006*.

14. The Tenant agrees to notify the Landlord of an intended absence of more than 10 days and will permit the landlord to enter the Rental Premises during the Tenant's absence if reasonably necessary.

15. The Tenant agrees not to assign or sublet the premises without the Landlord's prior written permission and consent.

16. The Landlord and Tenant agree that the Rental Premises is designated as non-smoking.

17. The Landlord and Tenant acknowledge and agree that the tenancy created by this Agreement shall terminate on the date that is 30 days following the date the Tenant ceases to be employed by the Northeastern Catholic District School Board at the school currently known as Bishop Belleau Catholic School. In the event of such termination, the Tenant shall be required to vacate the Rental Premises prior to the Termination Date and shall be required to leave the Rental Premises in a clean and tidy condition. An extension may be granted due to extenuating circumstances.

18. The Tenant acknowledges that wherever an obligation, repair or other item is stated in this Agreement to be the responsibility of the Tenant, it shall be performed at the Tenant's sole expense, without recovery from the Landlord, unless this Agreement expresses otherwise.

19. If any provision of the Agreement, or any portion thereof, is held to be invalid, illegal, or unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect, to the full extent permitted by law.

20. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

21. It is understood and agreed that this Agreement constitutes the complete agreement between the parties and that there are no covenants, representations, agreements, warranties or conditions in any way relating to the subject matter of this Agreement or the tenancy created hereby, expressed or implied, collateral or otherwise, except as expressly set forth herein. No amendment to this Agreement shall be binding upon the Landlord unless the same is in writing and executed by Landlord.

22. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument. For convenience, the execution and delivery of this Agreement may be completed by electronic transmission and if so executed and delivered, each document shall be deemed to be an original.

[signature page follows]

383 Birch Street North, Timmins ON P4N 6E8
[T] 705-268-7443 [F] 705-267-3590 [W] www.ncdsb.on.ca

THIS Agreement is intended to be a complete record of the rental agreement. Both parties are to have a complete copy of this Agreement.

_____	_____
Landlord or Landlord's Agent	Tenant(s)
_____	_____
_____	_____
Date	Date

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