

Cascade Road Inc./Cascade 3411 Inc. - Residential Tenancy Agreement

This Residential Tenancy Agreement made this _____ day of _____, 20__

Between:

Landlord

Cascade Road Inc./Cascade 3411 Inc.
At (# _____) Cascade Road NW
Calgary, AB
T2M 4K2

And:

Tenant Home Address (and mail forwarding):

Name(s): _____

Unit #: _____ Address: _____
City: _____

1. Premises the Landlord hereby leases to the Tenant the residential premises described as follows:
(_____) Cascade Road NW _____ in the
City of _____ Calgary, T2M 4K5 _____ in the Province of Alberta (hereinafter referred to
as "Premises") for use and occupation as residential premises only, subject to the terms and conditions
hereinafter set forth.

2. Term The Tenant shall occupy the Premises on the basis of a monthly tenancy, for a primary lease term beginning
at 12:00 o'clock noon on the first day of _____, 20__, and ending at 12:00 o'clock noon on the last
day of _____, 20__.

3. Termination Termination of this monthly periodic tenancy is to be completed by written notice no less than 60 days if you
do not want to extend this lease past due on the last day of the tenancy month as in accordance with the
Residential Tenancies Act. Tenants not vacating their suite by 12:00 o'clock noon on the last day of their
tenancy will be subject to penalties of 1.) \$50/hour until 12:00 o'clock midnight; 2.) \$125/day for every day
thereafter.

Tenant's Initials

4. Rent the Tenant shall pay to the Landlord monthly, in advance, without setoff, deduction or abatement, during the
term hereby granted, a monthly rent consisting of:

\$ _____ for the Premises (as agreed with Landlord, room dependant)
\$ _____ for Parking (Stall # _____)
\$ 15.00 other (specify: if a personal fridge or heaters in their room _____)

\$ _____ **Total** being the monthly rent (hereinafter called ("Rent")), such Rent payments
to be **due in advance on the last day of the month** and payable on the first (1st) day of each and every
month during the term of this Residential Tenancy Agreement. Payment method is by **pre-authorized bank
withdrawal only**. It is acknowledged that if the Tenant takes possession of the Premises prior to the
Commencement Date of this Residential Tenancy Agreement, the Tenant shall pay a pro-rated Rent of
\$ \$40/day for the use and occupation of the Premises for the period ending immediately prior to the
commencement of the term of this Residential Tenancy Agreement, and all terms and conditions of the
Residential Tenancy Agreement shall apply from the date of possession until the Term Commencement
Date.

The Tenant agrees to pay: 1.) a late payment fee of \$40 if Rent is paid after 12:00 o'clock noon on the 1st
day of the month through to 12:00 o'clock midnight on the 3rd day; and 2.) an additional late payment fee of
\$20/day every day beginning as 12:01 am on the 4th day; and, 3.) a \$40 charge for all 'bounced' payments,
regardless of the reason.

Tenant's Initials

5. Utilities All Utilities (gas, water, electricity, internet, cable tv) are included in the Monthly rental payment.

6. Care of Premises

During the term of the tenancy, the Tenant shall be responsible for:

- a) Taking good and proper care and keeping the Premises, furniture, appliances, and all property of the Landlord in clean condition and in working order.
- b) The Tenant shall not decorate, redecorate, wallpaper, or make any alterations to the Premises without the consent of the Landlord.

Upon termination of the tenancy, the Tenant will ensure that all bedroom carpets in the Premises are professionally steam cleaned.

7. Damage

The Tenant shall be responsible for:

- a) The costs of repairing plugged toilets, sinks,
- b) The cost of replacing or repairing windows, screens, light fixtures, damaged, broken or removed during the tenancy.
- c) Repairing any damage caused by windows and doors left open to inclement weather.
- d) The cost of cleaning, repairing, and replacing soiled, stained, or damaged floor covering and blinds; and
- e) The cost of any other repairs or replacements to the Premises or the common property of the premises due to Tenant neglect or wilful damage by the Tenant or guests.

8. Tenant's Insurance

It shall be the responsibility of the Tenant to insure the Tenant's property on the Premises against damage or loss to such property caused by fire, theft and any other perils which cause damage or loss.

The Tenant shall obtain and carry general comprehensive liability insurance of a minimum of \$2,000,000.00 coverage against wilful or negligent acts or omissions by the Tenant or persons for whom the Tenant is responsible.

Tenant's Initials

9. Waiver and Indemnity

The Tenant hereby waives and releases the Landlord from any liability for damage or loss to and any persons or property, which occurs in connection with the Premises, the building and its facilities, grounds, or parking lot. The Landlord shall not be responsible for the loss of the Tenant's property in the Premises or stored in the building.

The Tenant hereby indemnifies and saves harmless the Landlord for and in relation to any and all loss or damage caused by the Tenant or the Tenant's guests or invitees, through neglect, misuse or carelessness and the Tenant shall indemnify and save harmless the Landlord for and from all actions, causes of action, or claims for damage or injury of any nature, kind, and description whatsoever, arising out of or in connection with the Tenant's occupation of the Premises, or the facilities, parking areas and grounds located in, upon or associated with the Premises.

10. Sublet

The Tenant will not sublet the Premises to another person or persons.

11. Pets

No pets, animals, reptiles, or birds of any kind shall be brought in or kept upon the Premises, either on a permanent or temporary basis.

12. Use

The Tenant shall use the Premises for residential purposes only. The Tenant shall not allow the Premises to be used for any illegal or immoral purpose.

13. Comply with Laws

The Tenant shall comply with all health, fire and other laws, regulations, and requirements of competent authorities. The Tenant shall not do anything to create or allow a health, fire, or other hazard to exist.

14. Rules & Regulations

The Tenant and the Tenant's guests and invitees will observe and comply with the Landlord's Rules and Regulations which form a part of this Residential Tenancy Agreement, with such reasonable variations and modifications as may be made by way or reasonable written notice from the Landlord to the Tenant.

Rules & Regulations

- 15.1. **Responsibility:** If the Tenant willfully damages items, they are responsible for the costs of repairing, or replacing said items including but not limited to toilets, sinks, broken fixtures, damaged or stained floor coverings, counter tops, doors or other finishes in their Guest Room or common areas.
- 15.2. **Keys and Locks:** No alternations, replacement, or installation of locks of any kind, knockers, mirrors or other attachments are allowed.
- 15.3. **Moving:** Personal items and effects of the Tenant shall not be taken into or removed from the Premises, except at such times and in such manner as may be previously consented to and approved by the Landlord.

- 15.4. **Refrigerators:** Personal Compact Fridges 2 cubic feet or smaller are allowed in the Tenants room at a small cost. See above rental costs for details.
- 15.5. **Disturbances and Noise:** The Tenant will not make or permit any disturbances or noise by occupants and visitors in the building.
- 15.6. **Parking:** Limited parking is available on a first come first served basis. Any vehicles not observing these guidelines may be subject to towing at the owner's expense without notice.
- 15.7. **Garbage:** Excessive garbage must not be kept in Guest Rooms at any time. Removal of Garbage from the Common Areas is a shared responsibility of all Tenants.
- 15.8. **Patios:** Patios may not be used for hanging of clothes or for storage. Only furniture designed for exterior use shall be allowed on the premises.
- 15.9. **Lawn Areas:** Cooperation is requested in keeping lawn areas free of litter, bicycles, and other equipment. Bicycle storage areas are provided for Tenant use. Any vehicles parked in non-designated areas, such as the garage or back alley may be subject to immediate towing.
- 15.10. **Roofs:** Only authorized personnel are allowed on the roof. Attempting to get on the roof or placing of satellite dishes, antennas or other equipment on the roof is expressly prohibited.
- 15.11. **Heavy Objects:** No heavy objects, including waterbeds, will be permitted on the Premises.
- 15.12. **Laundry:** Laundry rooms are provided for the tenants who must clean the machines after every use. Hours of operation are 9:00 am to 8:00 pm daily. Laundry shall not be hung except inside the Tenants bathroom.
- 15.13. **Windows:** It is prohibited to unfasten or remove window screens or to drop or throw items from windows. It is prohibited to enter or exit any building through a window, except during a genuine emergency. It is prohibited to publish or display anything on or in the windows. All rooms contain Black-out Roller Blinds which are to be the only window coverings allowed in the Guest Room.
- 15.14. **Hallways:** Nothing shall be thrown, swept, or placed by the Tenant out of the windows or doors, or down the stairways or passageways of the premises. Boot or shoe mats are not permitted outside of doors.
- 15.15. **Electrical Appliances:** The Tenant shall not bring on the Premises nor into the building any major electrical appliance or apparatus such as a satellite dish, air conditioner, large fridges, toaster ovens, or a washer or dryer.
- 15.16. **Boots and Rubbers:** Boots and shoes shall be removed at the entrance of the building.
- 15.17. **Wiring:** No wiring for electric lights, television or radio connections or otherwise are to be installed in the Premises, nor the position of any wire altered.
- 15.18. **Doors:** Doors to the Building must be kept closed and locked to provide security of all Tenants.
- 15.19. **Offensive Goods:** No combustive or offensive goods, provisions or materials shall be kept on the Premises.
- 15.20. **Water:** No water shall be left running unless in actual use.
- 15.21. **Signs or Advertisements:** The Tenant shall not display any sign, advertisement or notice in or about the Premises.
- 15.22. **Fasteners:** No nails, bolts or screws shall be placed in the walls, floors, doors, or trim of the Premises. Only small picture hooks may be used for hanging of pictures on the Premises, and any picture hanging device must be approved by the Landlord.

I have read and understand the Rules and Regulations as described in this section 15 and agree to their implementation. I understand that failure to abide by these Rules and Regulations is sufficient ground for my tenancy to be terminated.

Tenant Signature

Date:

Tenant Signature

Date:

The tenancy created by this agreement is governed by the Residential Tenancies Act and if there is a conflict between this agreement and the Act, the Act prevails.

15. Security Deposit

The Landlord hereby acknowledges receipt of the sum equivalent to one month's rent from the Tenant as a Security Deposit to be held by the Landlord subject to the following conditions:

- a) The Landlord shall pay to the Tenant interest on the amount of the security deposit as prescribed by law, at the termination of tenancy.
- b) The Landlord may deduct from or apply the security deposit and accrued interest for the following:
 - i. Repairing any damage to the Premises, furniture, or fixtures caused by the Tenant and the Tenant's guests.
 - ii. Cleaning the Guest Room, including cleaning of the blinds, furniture and carpets.
 - iii. Replacement of keys or parking passes not returned within 24 hours of Tenant move out.
 - iv. Payment of overdue rent owing to the Landlord by the Tenant; and
 - v. The discharge of any other obligations or liabilities of the Tenant respecting the Premises.
- c) The Tenant agrees that any security deposit refundable to the Tenant may be paid by the Landlord to the Tenant at the 'Tenant Home Address' if no alternate arrangements or address is provided.

16. Landlord Costs

The Tenant agrees to pay to the Landlord any and all costs associated with the enforcement of this Residential Tenancy Agreement or the termination of the Residential Tenancy Agreement and eviction of the Tenant, including without limitation, costs on a solicitor and client basis.

17. Additional Provisions

IN WITNESS WHEREOF the parties hereto have executed this Residential Tenancy Agreement as of the day and year first above written.

Signed by the Tenant(s) in the presence of a witness:

Witness: Name and Signature

Date

Name of Tenant

Signature of Tenant

Signed by the Landlord:

Date

Signature of Landlord

Receipt of Lease

I hereby acknowledge and receipt of a DUPLICATE ORIGINAL OF THIS Residential Tenancy Agreement this _____ day of _____, 20__.

Signature of Tenant

Landlord or Landlord's Agent

The tenancy created by this agreement is governed by the Residential Tenancies Act and if there is a conflict between this agreement and the Act, the Act prevails.