

## RESIDENTIAL LEASE AGREEMENT For: ( ONE ) Bedroom Unfurnished Apartment

### 1. IDENTIFICATION OF PARTIES AND PREMISES:

This Agreement is made and entered into between the following named:

LANCE HENRY and THANDIWE BRUNO  
(herein called "Tenants") AND Ms. Cheryl Moise (herein called "Landlord") and/or Ms. Cheryl Moise (herein called "Appointed Agent") of Bois D'Orange.

Subject to the terms and conditions set forth in this Agreement, Landlord and/or Appointed Agent rents to Tenants, and Tenants rent from Landlord &/or Appointed Agent, the premises located at Bois D'Orange (herein called "the premises").

The premises shall be occupied only by the above mentioned Tenants. Tenants shall use the premises for **residential purposes only** and for no other purpose without Landlord's and/or Appointed Agent's prior written consent. The premises are not to be used for commercial purposes.

In this agreement "Landlord" also means "Appointed Agent". The Agent is authorized by and represents the Landlord.

2. **INDIVIDUAL LIABILITY** Each tenant who signs this Agreement, whether or not said person is or remains in possession, shall be jointly and severally liable for the full performance of each and every obligation of this Agreement, but not limited to, the payment of ALL rent due and the payment of costs to remedy damages to the premises regardless of whether such damages were caused by a Tenant or invitee of a Tenant.

### 3. TERM OF THE TENANCY:

The term of this Agreement shall COMMENCE on:

September 1st 2023

And shall continue from that date for a PERIOD of:

Twelve (12) months

The term of this Agreement shall EXPIRE on:

August 31st, 2024

4. **PAYMENT OF RENT** Tenants shall pay Landlord rent of [\$ 900.00 ] per month, payable in advance by the first day of each month. A late fee of \$50 will be charged after the 3rd day of late payment, and for each day thereafter (i.e.) day 3 is \$ 950.00; day 4 is \$ 1000.00; Day 5 is \$ 1050.00 and so forth. Rent shall be paid by cash, to the Landlord [Cheryl Moise] at [Bois D'Orange], or at such other place as Landlord shall designate from time to time.

5. **NON PAYMENT OF RENT** Non Payment of rent constitutes an automatic breach of the lease agreement and therefore terminates the contract immediately. Non payment of rent results in immediate eviction.

6. **SECURITY DEPOSIT** Before the commencement of this Agreement, Tenants shall pay Landlord a [\$ 900.00 ] security deposit as a *caution fee* for any damages or costs incurred. Landlord may use there from such amounts as are reasonably necessary to include, but not limited to, repair damages to the premises (exclusive of ordinary wear and tear), repaint, re-tile and clean the premises. Re-tiling will include the entire floor or wall if: The exact tile is not available; further damages occur when removing tiles during the re-tiling process. *The Tenant will be responsible for costs incurred that exceed the caution fee.* Landlord shall refund Tenants the balance of the security deposit after such deductions, and after the clearance of all utilities, within fifteen (15) days after the expiration of this Agreement. Landlord is not required to pay interest on security deposits.

*If the tenant chooses to vacate the premises before the expiration of the first initial lease, the security deposit is NOT refundable, if it is through no fault of the Landlord. This does not apply to subsequent contracts, only the first contract.*



**7. UTILITIES** Tenants shall pay directly for all utilities, services and charges provided to the premises, including all and all deposits required, except the following, which shall be paid by Landlord: **WATER;** and electricity associated with the water pump supply to the property.  
*Tenant/s must have electricity for the apartment transferred to themselves immediately, as they are required to pay their own electricity.*

**8. PETS** No animal or pet of any kind shall be brought on or kept on the premises without Landlord's written consent.

**9. QUIET ENJOYMENT** Tenants shall be entitled to quiet enjoyment of the premises. No smoking of any kind is allowed. Tenants shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other or nearby resident. The Landlord hereby agrees to maintain the property at all times so as to ensure that tenants may be able to live and function in comfort.

**10. ASSIGNMENT AND SUBLETTING** No portion of the premises shall be sublet, nor this Agreement be assigned without the prior written consent of the Landlord. Any attempted subletting or assignment by Tenants shall, at the election of Landlord, be an irremediable breach of this Agreement and cause for immediate termination as provided here.

**11. CONDITION OF THE PREMISES** Tenants agree to:

- (i) Properly use, operate and safeguard the premises and all furniture and furnishings, appliances and fixtures within the premises. Keep all furniture, appliances and equipment away from walls at all times, so as to avoid scratches and markings on the walls.
- (ii) Maintain the premises in clean and sanitary condition, and upon termination of the tenancy, to surrender the premises to Landlord in the same condition as when Tenants first took occupancy, except for ordinary wear and tear.
- (iii) Maintain the surrounding grounds in a clean and safe manner, keeping the grounds clear of rubbish as necessary to effect a neat and orderly appearance to the property.
- (iv) Notify Landlord upon discovery of any damages, defects or dangerous conditions in and about the premises.
- (v) Reimburse Landlord for the cost of any repairs to the premises of damages caused by misuse or negligence of Tenants or their guests or invitees.
- (vi) Keep and maintain in good repair and proper working order, all fixtures, furniture, utilities, and facilities, (fair wear and tear accepted). This includes patent water drainage indoor and outdoor, abstaining from flushing sanitary napkins, tampons, condoms and any other that may cause damage to the sewerage system. Tenants shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, toilets or sinks. Tenants are liable for the damages caused by their guests / invitees.

*Tenants acknowledge that they have examined the entire interior and exterior of the premises, including plumbing, electrical, fixtures, paint, and have found them to be in good, safe and clean condition and good repair.*

**12. REPAIRS, ALTERATIONS AND DAMAGES**

Except as authorized by the prior written consent of Landlord, Tenants shall not make any repairs or alterations to the premises, including but not limited to:  
Painting the walls, drilling or nailing into the walls, installing wallpaper, murals, paneling, tiling, or hanging posters or pictures weighing in excess of twenty pounds.

**Repairs or damages for drilling or nailing into the walls for Tenants mirrors, picture frames, paintings, television, etc. must be paid for upon departure in order to restore the premises back to its original state.**

If the premises are damaged or destroyed as to render them uninhabitable, then either Landlord or Tenants shall have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other



to be given within fifteen (15) days of occurrence of such damage. However, if such damage should occur as a result of the conduct or negligence of Tenants or Tenants' guests or invitees, **Landlord only** shall have the right of reversion and Tenants shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

**Please note, that tenants are responsible for replacing all light bulbs as their life span expires.** The apartment was handed over with all light bulbs in working condition.

## **EMERGENCY ENTRY AND INSPECTION**

Tenants shall make the premises available to Landlord for the purposes of making repairs or improvements, or to accept agreed services or show the premises to prospective tenants, or in case of emergency.

Except in case of emergency, Landlord shall give Tenants reasonable notice of intent to enter. For these purposes, twenty-four (24) hours notice shall be deemed reasonable, and reasonable hours shall be defined as **5 p.m. to 7 p.m. Monday through Friday and 3 p.m. to 7 p.m. on Saturdays OR, another agreed time between all parties, if necessary.** In order to facilitate Landlord's right of access, Tenants shall not, without Landlord's prior written consent, add, alter or re-key any locks to the premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenants further agree to notify Landlord in writing if Tenants install any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

## **14. INSURANCE DISCLAIMERS**

Tenants assume full responsibility for all their personal property placed, stored or located on or about the premises. Tenants' personal property is not insured by Landlord. Landlord recommend(s) that Tenants obtain insurance to protect against risk of loss from harm to Tenants' personal property. Landlord shall not be responsible for any harm to Tenants' property resulting from fire, theft, burglary, strikes, riots, orders or acts of public authorities, acts of nature or any other circumstance or event beyond Landlord's control.

## **15. MISCELLANEOUS / ADDITIONALS**

**Cable television:** Tenant has been extended the cable television service, which consists of basic cable package provided by FLOW. It is being granted for use with no additional fee charged for the cable television service by the Landlord. N.B. All Cable boxes are the landlord's property and are to remain on the premises, as they are rented in the landlord's name from the service provider. The first cable T.V. box is included free of charge to the tenant, however, any additional boxes required will be at a cost payable by the tenant.

**Garbage disposal:** Tenants are responsible for their garbage & should note that pick up days are Wednesdays & Saturdays. Bulk waste is collected on the 4<sup>th</sup> Thursday of every of every month.

**Vehicle Parking Facilities:** is limited on the premises with only 2 parking spaces. If an existing Tenant is already assigned their one (1) parking space on the property, **Your** parking option shall be on the road, next to the property. **Note:** Tenant is responsible for oil leaks and other vehicle discharges (on the premises) for which Tenant shall be charged for cleaning, if deemed necessary by the Landlord.

**Lease Renewal:** Should the tenant be desirous of obtaining a renewal, Tenant shall no later than 45 to 60 days before expiration, apply in writing or advise verbally to the Landlord to indicate so. One month's notice shall be given in writing by the Landlord to the tenants to indicate / confirm renewal. Evidence of official clearance of all utility bills and damages incurred to the premises is a pre-requisite for renewal of the lease.

**Notice to evacuate the property:** Other than in the circumstances and or conditions already indicated in this agreement, Landlord shall give tenants one month's notice to vacate the property. After such notice is given, any property belonging to the tenants shall be placed in whatever storage facility available on the property, so that Landlord shall take back ownership of the property. At that time storage fees of \$10.00 daily will be applied.



Cancellation of this lease will be subject to at least **ONE (1) month or 30 days** notice by the Tenant or Landlord. If there is **NO NOTICE**, there shall be **NO REFUND** of the security deposit. The refund of the balance of the security deposit will be pro-rated if less than 30 days notice is given. That is, for less than 30 days notice, the balance of the security deposit will be apportioned based on the number of days notice given, but only after damages and repairs, etc., are deducted from the Security Deposit.

**Expiration of this lease** Tenant is to deliver possession of the premises and pay for or repair any damage or uncleanness to the premises that exceeds facilitation by the *caution* fee. The repair person and material must be Landlord approved. *Note:* Upon expiration or cancellation or termination of the lease, a walk-through or inspection of the property and premises will be done by both parties before the handing over of the keys by the tenant.

**Special Clause:** Upon the one month's notice to end the lease by either party, the Landlord reserves the right to be granted access to the premises, for potential sale tenant/s who would need to view the premises for new tenancy agreement.

**Special Conditions for rent payment:** Please note, however, **cheque or bank draft or direct debit payment is acceptable** under the condition that **ALL Bounced / Returned cheque** charges shall be re-imbursed by the tenant, along with full CASH payment of the respective month's rent. Thereafter, rent shall be paid by **cash only**.

**16. HOLD HARMLESS** Tenants expressly release Landlord from any and all liability for any damages or injury to Tenants, tenants guests or invitees, or any other person, or to any property, occurring on the premises (including accidents, incidents, or experiences of any sort), unless such damage is the direct result of the negligence or unlawful act of Landlord or Landlord's agents.

**17. ENTIRE AGREEMENT** This document constitutes the entire Agreement between the Tenants and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord, nor Tenants have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

CHERYL MOISE *Cheryl Moise* 2852997 22/07/23  
Landlord name, signature, telephone number Date

Lance Henry *Lance Henry* 460-8933 22/07/23  
1. Tenant name, signature, telephone number, ID information Date

Thandive Bruno *Thandive Bruno* 722 2962 22/07/23  
2. Tenant name, signature, telephone number, ID information Date

Victor Darius *Victor Darius* 484 0059 22/07/23  
Witness Name, signature, Address & telephone number Date