

Residential Room & Board Lease Agreement

THIS LEASE (the "Lease") dated this day of , 20 .

BETWEEN:

The Maria F. Ganong Seniors Residence Inc.
(The "Landlord")

OF THE FIRST PART

- AND -

NAME OF RESIDENCE
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the room, located within the property located municipally as 28 Union Street, St. Stephen, New Brunswick, E3L 1T1, Canada (the "Property"), for use as a residential property only. The Property is more particularly described as "Lonicera Hall" and the services to the Tenant will be as follows:

Room and Board will include the rented room, all meals, snacks, beverages, weekly laundry service and bi-weekly laundry service for bedding. Basic cable, Wi-Fi Internet service are included in the monthly Room and Board charge. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by the Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than a private residence.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenant may occupy the Property for longer than one (1) week without the prior written consent of the Landlord. Any expenses relating to meals, snacks, beverages, long distance telephone charges of the Tenant's guest(s) will be the responsibility of the Tenant and will be paid upon receipt of an invoice outlining the expenses incurred by the Landlord.
4. No pets or animals are allowed to be kept in or about the Property without the written permission of the Landlord. Upon thirty (30) days notice, the Landlord may revoke any consent previously given pursuant to this clause. Any permissions or revocations are entirely at the discretion of the Landlord.
5. The Tenant agrees and acknowledges that the Property has been designated as a smoke-free living environment. The Tenant will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.

Term

6. The term of the Lease is a periodic tenancy commencing on the day of , 20 and continuing on a month-to-month basis until the Landlord or the Tenant or the legal representative of the Tenant terminates the tenancy. Termination of this Agreement is subject to a 30-day notification requirement, in writing. As room and board is paid at the first of each month, in advance, should the notification of termination be at any day other than the 1st of the month, a per diem of room and board owing to the landlord may be required should the termination period extend into the next month.

Rent

7. Subject to the provisions of this Lease, the initial rent is \$ per month (the “Rent”).
8. The Tenant will pay the Rent on or before the 1st day of each and every month of the term of this Lease to the Landlord at 28 Union Street, St. Stephen, New Brunswick, E3L 1T1, Canada or at such other place as the Landlord may later designate.
9. The Tenant will be charged an additional amount of \$50.00 for infraction of any late Rent. The waiving of this fee is at the discretion of the Landlord.
10. An annual increase to the rent portion of the monthly Room & Board should be expected. The Province of New Brunswick provides a guideline to the landlord of an annual increase based on the previous year’s Consumer’s Price Index (CPI). The portion(s) of the monthly Room & Board not specific to rent may be subject to an annual increase at the discretion of the landlord. All portion of the monthly Room & Board are available to the tenant and may be provided if the tenant or the tenant’s representative(s) provides the request in writing.

Quiet Enjoyment

11. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy Property for the agreed term.

Inspections

12. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants in compliance with the applicable legislation of the Province of New Brunswick (the “Act”).

Tenant Improvements

13. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a) applying adhesive materials, or inserting nails or hooks in walls or ceilings other than a reasonable number of picture hooks per wall;
 - b) painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
 - c) removing or adding walls, or performing any structural alterations;
 - d) installing a waterbed(s);
 - e) changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;

- f) placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any notice or sign for advertising, flags, political signs of any nature or any placard of any kind for any purpose; or
- g) affixing or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

14. The Landlord is responsible for the payment of all utilities in relation to the Property unless otherwise stated

Insurance

15. The tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant will obtain insurance for the personal property of the Tenant to the benefit of the Tenant. The Tenant will also insure the Property for liability insurance to the benefit of the Tenant and the Landlord.

Abandonment

16. If at any time during the term of this Lease, the Tenant abandons the Property or any part of the Property, for any reason, including death, the Landlord may, at its option, enter the Property by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Property, or any part of the Property, for the whole or any part of the then expired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Property by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left at the Property to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorney Fees

17. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay a reasonable sum for the successful party's attorney fees.

Governing Law

18. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of New Brunswick, without regard to the jurisdiction in which any action or special proceeding may be instituted

Severability

19. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

20. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and

enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Amendment of Lease

21. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Damage to Property

22. If the Property, or any part of the Property, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent or visitor, the Property will be promptly repaired by the Landlord and there will be an abatement of Rent corresponding with the time during which, and the extent to which, the Property may have been untenable. However, if the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

23. The Tenant will promptly notify the Landlord of any damage, or any situation that may significantly interfere with the normal use of the Property or to furnishings supplied by the Landlord.
24. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of the other tenants.
25. The Tenant will keep the Property reasonably clean. The Landlord will provide light housekeeping support to residents as determined and at the discretion of the Landlord. Light housekeeping will be defined as cleaning of bathroom and vacuuming of unit. The definition of light housekeeping may be subject to change from time to time but will be communicated to the tenant, in writing.
26. The Tenant advise staff if their trash requires to be removed from the premises. The expectation is that any refuse requiring to be removed in a timely, tidy, proper and sanitary manner will be dealt with promptly.
27. The Tenant will not engage in any illegal trade or activity on or about the Property.
28. The Tenant and Landlord will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Tenant agrees that no signs will be placed or painting done on or about the Property by the Tenant or at the Tenant's direction without the prior, express, consent of the Landlord.
30. If the Tenant is absent from the Property and the Property is unoccupied for a period of four (4) consecutive days or longer, the Landlord will have the right to arrange a regular inspection of the Property and enter the Property with no requirement of notice.
31. The hallways, passages and stairs of the building in which the Property is situated will be used for no purpose other than going to and from the Property and the Tenant will not in any way encumber those areas with boxes, furniture or material or place or leave rubbish in those areas and other areas used in common with any other Tenant.
32. Footwear which are soiled or wet should be removed at the entrance of the building in which the Property is located and taken into the Tenant's Property.
33. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear expected.

Carbon Monoxide Alarms and Smoke Alarms

34. Prior to the Tenant taking possession of the Property, the Landlord will ensure that any carbon monoxide alarms and/or smoke alarms in place are operational. The Landlord will be responsible for the repair and replacement of any missing or nonfunctional carbon monoxide alarms and/or smoke alarms upon advisement from the Tenant.
35. The Tenant should make all effort to provide the Landlord notification, in writing or verbally, if any carbon monoxide alarm and/or smoke alarm needs its batteries replaced or if the alarm is stolen, removed, missing, or if known to not be operational.
36. No person may remove any batteries from, or in any way render inoperable, a carbon monoxide alarm and/or smoke alarm except as part of the process to inspect, maintain, repair or replace the alarm or batteries in the alarm.

Prohibited Activities and Materials

37. The Tenant will not keep or have on the property any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any reasonable insurance company.
38. The Tenant will not perform any activity on the Property or have on the property any article or thing that the Landlord's insurance company considers increases any insured risk such that the insurance company denies coverage or increases the insurance premium.
39. The Tenant is prohibited from:
 - a) The storage of expensive articles on the Property if it creates an increased security risk; and
 - b) The growing of, or storage of, medical marijuana on the Property.
40. The Tenant will not perform any activity on the Property that the Landlord feels significantly increases the use of electricity, heat, water, sewer or other utilities on the Property.

Care and Use of Property

41. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Address for Notice

42. For any matter relating to this tenancy, the Tenant may be contacted at the Property. After this tenancy has terminated, the Tenant, or the Tenant's legal representative, can be contacted at an address that is to be provided, in writing, upon commencement of the Lease, during the duration of the term of the Lease or upon the termination of the Lease whatever is most appropriate.
43. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

The Maria F. Ganong Seniors Residence Inc.
28 Union Street
St. Stephen, NB E3L 1T1

The contact information for the Property Manager of the Landlord is:

Trudy Higgins, Administrator
Telephone: 506-466-1471
E-mail: lonicerahall@gmail.com

General Provisions

44. All monetary amounts stated or referred to in this Lease are based in Canadian dollars.
45. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
46. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
47. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
48. Where there is more than one (1) Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
49. Locks may not be added or changed without prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.
50. The Tenant will be responsible for any fees levied against the Landlord for cheques deemed Non-sufficient Funds (NSF) or electronically returned payment in the event of the payment being made by Pre-Authorized Debit (PAD).
51. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
52. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter place on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
53. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
54. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
55. The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.
56. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.

57. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending on the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenants family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.

IN WITNESS WHEREOF the parties have duly affixed their signatures on this _____ day of _____, 20____.

The Maria F. Ganong Seniors Residence Inc.

Tenant:

per: _____

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the _____ day of _____, 20____.

Tenant: