TENANCY AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, pursuant to the **Residential Tenancies Act**, S.O. 2006, c. 17 (hereinafter the “**RTA**”).

**B E T W E E N:**

**Oriole Park Resort Inc. (the “Landlord”)**

**22790 Amiens Road, Komoka, ON N0L 1R0**

**NOTE:** This is the legal name and address of Landlord to be used for the purpose of giving notices or other documents under the **RTA** and this Tenancy Agreement.

**AND:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Tenant”)

Full Name of Tenant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Tenant”)

Full Name of Tenant

|  |  |
| --- | --- |
|  | **Part I** |
| Land Lease | 1. The Landlord does hereby lease to the Tenant the land more particularly described as Rental Lot Number \_\_\_\_\_\_\_\_\_\_ located in the land lease resort at:   |  |  | | --- | --- | | **22790 Amiens Road Komoka N0L 1R0**  Address City Postal Code | (the “Community”) | |  |  | |
| Use | 2. The Tenant agrees to use and occupy the Rental Lot as a site for one Mobile Home or one Park Model Trailer (hereinafter collectively referred to as the “Home”) only for personal occupancy. |
| Occupants | 3. The Tenant agrees that the Home and the Rental Unit will be occupied by only the following persons, in addition to the Tenant:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name Date of Birth Relationship to Tenant  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name Date of Birth Relationship to Tenant |
| Term | 4. The Tenant shall occupy the Rental Lot, for a term beginning on the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_ and ending on the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_ **subject to the terms of this Agreement**. |
| Rent | 5. The Tenant agrees to pay rent monthly to the Landlord in the following amounts:  **TOTAL MONTHLY RENTAL payable in advance $**\_\_\_\_\_\_\_\_\_\_\_\_\_  The Tenant also agrees to pay a *pro rata* rent of $\_\_\_\_\_\_\_\_\_\_ and *pro rata* realty taxes totaling $\_\_\_\_\_\_\_\_ for the period from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_ .  The Monthly Payment of $\_\_\_\_\_\_\_\_\_\_ and the charges referred to in clause 6 hereof shall be paid at the Landlord’s office or such place as directed from time to time by the Landlord or his agent and such payments shall be payable to **Oriole Park Resort Inc.** Rent may be increased annually by amounts permitted in the **RTA**. Rent and tax paid by anyone other than the Tenant shall be deemed to be paid on behalf of the Tenant. |
| Taxes | 6. The Tenant shall, in addition to the aforesaid Monthly Payment, pay the Tenant’s apportioned share of “municipal taxes and charges” as that term is defined in the RTA and in accordance with the Landlord’s calculation below. The Landlord and Tenant hereby agree that the Tenant shall reimburse the Landlord for property taxes levied with respect to the rental unit as permitted by s.134 of the RTA.  Municipal Taxes and Charges: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  The Tenant hereby acknowledges that any default in payment of municipal taxes and charges or any other charges for which the Tenant is liable under this provision shall be deemed to constitute additional rent payable under this Agreement and the Landlord shall have the same remedies in the case of default in payment of any of the above as in the case of non-payment of rent; further, it is expressly agreed that the landlord may apply any monies received from the tenant against any outstanding charges levied under this clause, notwithstanding such monies may have been paid to the landlord as rent owing the landlord. Thereafter, the balance shall be deemed to be rent due and payable and the landlord may apply to a court of competent jurisdiction, including the Landlord and Tenant Board, to recover such rent. |
| Tenant Duty | 7. The Tenant, unless otherwise expressly agreed in writing with the Landlord, shall be responsible for maintenance of the Rental Lot in the following respects:  Lawn Maintenance/Landscaping  Other (specify) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  The Tenant covenants not to plant new trees or make any changes to the landscaping of the Rental Lot without first seeking and obtaining written leave of the Landlord. |
|  | **Part II** |
|  | 8. The Tenant further agrees to be bound by the following terms and conditions: |
|  | 1. The Tenant shall apply for and pay for all utility charges not included in the Monthly Rental including, without limiting the generality of the foregoing, propane, hydro, telephone, cable services of any kind and any other charges in connection with the Rental Lot or any building or structure situate on the Rental Lot. |
| Maintenance of Home / Mobile Home Standards | 1. The Tenant shall, at the Tenant’s expense, keep the home and all buildings and structures of any kind located on the Rental Lot in an ordinary state of cleanliness and a good state of repair, fit for habitation and in compliance with applicable housing, health and safety standards required by law and the Landlord’s applicable policies, Rules and Regulations including all Standards for Mobile Home Equipment as set out in Schedule B attached to this Agreement. |
| Care of Rental Unit | 1. The Tenant shall not allow any ashes, refuse, garbage, or other loose or objectionable material to accumulate in or about the Rental Lot or common areas within the Community and will, at all times, keep the Rental Lot in a clean and wholesome condition. |
| Storage | 1. The Tenant shall not store or place any material or property on or about the Rental Lot other than within buildings or structures located upon the Rental Lot. |
| Occupants | 1. The Tenant shall not permit the Home located on the Rental Lot to be occupied by any person other than the Tenant and the occupants listed under clause 3 of this agreement but this provision shall not apply to casual visitors |
| Common Areas | 1. The Tenant acknowledges and agrees that the common areas and facilities of the Community are subject to the exclusive control and management by the Landlord, and the manner in which such common areas and facilities are maintained, repaired and operated are at the sole discretion of the Landlord. The Tenant covenants and agrees that the Tenant will not use the common areas and facilities of the Community for any purposes other than those for which they are intended, and will not permit guests to use such common areas and facilities without the permission of the Landlord. The Tenant further covenants and agrees to use the common areas and facilities of the Community subject to the Rules and Regulations as may, from time to time, be established by the Landlord with respect to same and agrees that, in case of a breach of the Rules and Regulations, his use of all or any of the common areas and facilities of the Community may be restricted, limited or prohibited. |
| Notice | 1. The Tenant shall give the Landlord prompt written notice of any accident occurring upon the Rental Lot. |
| Defects | 1. The Tenant shall give the Landlord prompt written notice of any defect in the water supply system, sewage system or hydro electric service and in the event of an emergency requiring immediate attention by the Tenant, the Tenant hereby agrees to notify the Landlord or his duly authorized agent of such need for repairs or emergency action. The Tenant agrees forthwith to notify the Landlord or his duly authorized agent of the need for non-emergency repairs and hereby agrees to make such request in writing. |
| Destruction of Home | 1. The Tenant acknowledges that if during the term hereof, or any subsequent renewal thereof, the Home shall be damaged or destroyed by fire or the elements, rent shall not abate and the Tenant shall cause the said damage to be repaired within 120 days from the date of such damage or destruction, or in the alternative, shall cause the said Home to be replaced within sixty days of such damage or destruction. In the event that said damage or destruction has not been repaired or the said Home is not replaced within the sixty day period the rental unit shall be deemed to be abandoned and, at the option of the Landlord, this agreement may be terminated and the Landlord may sell, retain for the Landlord’s own use or dispose of the Home after sixty days following termination of this agreement. |
| Rules and Regulations | 1. The Tenant shall at all times during the occupancy of the Rental Lot observe and conform to all such reasonable written Rules and Regulations as shall be made by the Landlord from time to time and of which the Tenant shall be notified, including the Rules and Regulations set forth in Schedule “A” hereto. |
| Location of Home | 1. The Tenant shall not locate any Home on the Rental Lot except in accordance with the approval of the Landlord and in such manner and in such place as the Landlord may designate. The Tenant shall not, during the term hereof, or any subsequent renewal or overholding, alter or change the location of any such Home, alter or change the site, install patios or fences, or affix anything to the exterior of such Home nor do or undertake any digging or excavation on the Rental Unit without the prior written approval of the Landlord and any other governmental agencies having jurisdiction. |
| Cost of Enforcement | 1. In any action or proceeding which the Landlord may institute to enforce its rights hereunder, and in particular any action to collect rent hereunder, the Tenant agrees to pay all costs incurred by the Landlord including legal costs on a solicitor and client basis. |
| Private Automobiles | 1. The Tenant shall park no more than \_\_\_\_\_ private automobiles only, in designated spaces allocated to the Tenant from time to time by the Landlord. Commercial vehicles and Recreational Vehicles shall not be parked on the Rental Unit but may be parked where designated by the Landlord subject to payment of the Landlord’s monthly charge for such parking. |
| Use of Parking Space | 1. Under no circumstances shall the Tenant use the parking spaces or driveways for washing or repairing automobiles. |
| Fixtures | 1. No awnings, T.V. satellite or radio aerials, or any other extensions or obstructions shall be erected on the Rental Lot or Home without the prior written consent of the Landlord. |
| Use | 1. The Tenant shall not conduct or permit any act or activities on or about the Home, the Rental Unit or the Community for which consideration is normally payable including, but not limited to, the operation of any business (including child care services), yard sales or auctions. |
| Home | 1. The Tenant covenants that the entry, installation, exit or removal of the Home from the Rental Lot shall only take place at such time and in such manner as previously agreed to by the Landlord. The Tenant shall reimburse the Landlord for the Landlord’s reasonable out of pocket expenses incurred with respect to the entry, installation, exit or removal of the Home from the Rental Unit. |
| Animals | 1. The Tenant further covenants and agrees that he shall not keep or permit any dog, cat or other animal, bird, insect or reptile in or about the Rental Unit or Home without the prior written consent of the Landlord. |
| Dishonoured Cheques | 1. If any amount owing under this agreement is paid by cheque and the cheque is not honoured at the bank upon which it is drawn, the Tenant shall pay to the Landlord, in respect of the dishonoured cheque, a service and administrative charge in the amount of $35, plus the financial institution’s charge to the Landlord in respect of the dishonored cheque. |
| Insurance | 1. The Tenant shall, during the entire period of the tenancy and any renewal thereof, at his sole cost and expense, obtain and keep in full force and effect, fire and property damage and public liability insurance in an amount equal to that which a reasonably prudent Tenant would consider adequate. On demand at any time by the Landlord, the Tenant shall provide written proof that all such insurance is in full force and effect; furthermore, the Tenant shall notify the Landlord in writing in the event such insurance is cancelled or otherwise terminated. |
| Noxious Substances | 1. The Tenant shall not store, handle or bring any contaminants or noxious, dangerous or toxic substances into or upon the Rental Lot or any part of the Home or the Community in which the Rental Lot is situate. The Tenant shall be liable to indemnify the Landlord for any damages howsoever caused and any other liability which may accrue at law to the Landlord as a consequence of the Tenant’s breach of this term. If a question arises relating to a contaminant or noxious, dangerous or toxic substance, such question will be determined having regard to Ontario or federal law or by a person whom the Landlord believes to be an expert qualified to determine the question. |
|  | **Part III** |
|  | 9. The Landlord covenants with the Tenant as follows: |
| Quiet Enjoyment | 1. To permit the Tenant quiet enjoyment and possession of the premises for all usual purposes of a residential tenant; |
| Utility Supply | 1. To provide a reasonable supply of potable water, sewage facility, and electrical system for residential purposes to the Rental Lot. It is acknowledged by the Tenant that the Municipality has no obligation or responsibility to provide same should the Landlord be unable to do so. |
| Services and Facilities | 1. To provide services and facilities as agreed to in this Tenancy Agreement, subject to amendment in writing by the Landlord and Tenant; |
| Maintenance and Repair | 1. To maintain and repair common areas and facilities in a manner as required by law where such common areas and facilities are for the general use of the tenants of the Community; and |
| RTA Compliance | 1. Where the **RTA** applies to the relationship between the Landlord and Tenant, to comply with the provisions of the **RTA** in respect of the tenancy of the Rental Unit and occupancy of the Home. |
| Where Tenant Alleges Breach by Landlord of This Agreement | 10. Where the Tenant believes or alleges the Landlord is in breach of any of its obligations under this Agreement, the Tenant hereby agrees to forthwith notify the Landlord, in writing, of the particulars of any such alleged breach and the Landlord will be given a thirty day period from the date of receipt of the written notice within which to investigate the alleged breach and, where appropriate, to remedy any breach and the Tenant shall not make application or commence legal proceedings of any kind in respect of the alleged breach until after the said thirty day period has expired. |
|  | **Part IV** |
| Water Supply | 11. The Landlord, in its absolute discretion, shall have the right to prohibit or restrict the use of the water supply system for purposes other than human consumption and in particular, but without limiting the generality of the foregoing, such prohibitions or restrictions may apply to the use of the water supply system for the watering of lawns and the washing of automobiles; further, the Landlord shall have the right to control the amount of water pressure supplied in the Community. |
| Entry | 12. The parties hereby agree that the Landlord shall have the right to enter upon the Rental Lot for the purposes of installing, inspecting, repairing, replacing, improving or otherwise dealing with the hydro lines, telephone lines or cables, sewage pipes, water pipes, sidewalks, television receiving system or any services provided to the Tenant and/or other tenants of the Community. The rights hereunder may be exercised by the Landlord, its servants, agents, workmen or employees or may be otherwise granted to any other person or corporation charged with the responsibility for such services and the Tenant hereby consents to the exercise of such rights hereby granted. The Tenant agrees to execute such further and other documents as may be required in order to give full force and effect to the provisions of this paragraph and, without limiting the generality of the foregoing, hereby postpones, in favour of any utility or hydro electric corporation, its rights pursuant to this lease for the purpose of enabling such utility or electrical corporation or corporations, as the case may be, to supply the Community and Rental Lots and Homes therein with hydro electric and other utility services. |
| Restriction of Use | 13. Subject to the provisions of the **RTA**, the Landlord shall have the right to terminate the Tenancy Agreement on three months written notice to the Tenant in the event that any governmental approval which is required for the continued operation of the Community and the occupation of the Home thereon is cancelled or withdrawn or is continued subject to a condition or conditions which the Landlord cannot or will not meet. In such event no damages shall be payable to the Tenant for early termination of this Agreement. In this clause, governmental approval shall mean approval by municipal, provincial or federal governments or any agencies thereof. |
| Rental Unit on Vacancy | 14. The Tenant hereby acknowledges that upon termination, abandonment or cancellation of this Agreement, the Tenant shall leave the Rental Lot in a clean and tidy state. If the Tenant is in default of this provision, the Landlord shall have the right to remedy the default and recover the costs thereof from the Tenant. If the Tenant is required by contract or statute or other law to vacate the Home or Rental Unit on a certain date and fails to do so in circumstances whereby the Landlord thereby becomes liable to a third party, including but not limited to a prospective tenant, the Tenant shall, among other things, be liable to indemnify the Landlord for its damages suffered thereby, including all legal costs. |
| Bankruptcy | 15. In the event of the bankruptcy of the Tenant, the Landlord shall rank as a preferred creditor pursuant to the **Bankruptcy and Insolvency Act** in respect of arrears of rent for the three month period preceding the bankruptcy. If the Tenant becomes bankrupt, the balance of the term of this Tenancy Agreement shall be terminated and the Tenant shall become a month to month tenant, subject to all of the terms and conditions of this Tenancy Agreement and subject to the rights of the Tenant’s trustee. On the day following the date the Tenant becomes bankrupt, the Tenant’s duty to pay all charges under this Agreement shall immediately commence for the balance of the month in which the Tenant becomes bankrupt and, thereafter, such monthly charges shall be payable in advance on the first day of each month. |
| Monthly Tenancy | 16. If the Tenant should hold over after expiration of the term of this Tenancy Agreement and the Landlord thereafter accepts rent for the Rental Unit from the Tenant, the Tenant shall hold the Rental Lot as a monthly tenant only of the Landlord but subject in all other respects to the terms and conditions of this Agreement save and except that the Landlord shall be permitted to increase the rent in accordance with the provisions of the **RTA** and provided that nothing herein shall prevent the Landlord and the Tenant from agreeing, in writing only, to any other terms for the said monthly tenancy. |
| Sale of Home | 18. The Tenant acknowledges that if the Home is sold, then the existing tenancy must be terminated and the purchaser must be approved for a new Tenancy Agreement with the Landlord for the lease of the Rental Lot. |
| Assignment of Rental Unit | 19. The Tenant hereby covenants not to assign the Rental Unit without first requesting in writing, and receiving, written leave of the Landlord to do so. The Tenant further covenants not to enter into an agreement of purchase and sale of the Home with a date for closing set prior to the end of the term of this Agreement or any statutory or other renewals thereof without first requesting and receiving written leave of the Landlord to either assign the unexpired term of the Tenancy Agreement or receiving the Landlord’s agreement to early termination of the tenancy on the date of sale of the Home. If the Landlord consents to an assignment of the Rental Unit, the Tenant shall not assign the Rental Unit to a potential assignee without first requesting, in writing, that the Landlord consent to the assignment of the Rental Unit to the potential assignee and receiving the Landlord’s written consent thereto, which the Landlord shall not arbitrarily or unreasonably refuse and which refusal shall be subject to approval of the Landlord and Tenant Board. Until the date the assignment occurs, the Tenant shall remain liable for all obligations under this Tenancy Agreement, including the obligation to pay monthly rent and municipal taxes and charges. It is hereby specifically acknowledged that the Landlord’s withholding of consent is reasonable in situations where the Tenant fails to pay to the Landlord all monthly rental charges and any other outstanding charges up to and inclusive of the date on which the assignment takes effect or where the assignor has not confirmed that the Home complies with Standards for Mobile Home Equipment by providing a certificate from a qualified Home Inspector or such other confirmation as the Landlord may require to such effect. The Tenant further acknowledges that if the tenancy is monthly, then assignment of the monthly tenancy will not be permitted; instead, the existing tenancy must be terminated and the purchaser must be approved for a new Tenancy Agreement with the Landlord for the lease of the Rental Unit. It is further agreed that unless the Tenant puts an assignment request in writing, the Tenant shall be deemed not to have asked the Landlord to consent to and assignment. The Tenant also acknowledges that upon an assignment of the Rental Unit or upon commencement of a new tenancy agreement with a new tenant, who may be a purchaser or assignee of the Home, the Landlord shall have the right to increase all applicable charges in respect of the Rental Unit in accordance with the provisions of the **RTA**. |
| Abandonment | 21. If rent is unpaid after the due date and the Rental Lot or any Home located thereon appears to be either vacated or abandoned, the Landlord, in addition to all other rights hereby reserved, shall have the right to enter the Home for the purpose of disposing of any unsafe or unhygienic items and shall be entitled, if the Landlord in its sole discretion so chooses, to ensure that the Home and its contents are reasonably secure; further, in accordance with the **RTA** and any other applicable legislation, the Landlord may sell, retain for the Landlord’s own use or dispose of the Home. In the event of abandonment of this tenancy, the Tenant shall be liable for payment of all arrears and accrued monthly rental charges, any municipal taxes and charges and any other applicable charges, together with any legal costs incurred by the Landlord on a solicitor and client basis for a period of six months following the date that the tenancy is terminated through abandonment. The Tenant hereby acknowledges that payment of all charges for the six month period referred to herein are reasonable damages arising from the Tenant’s abandonment of the Home on the Rental Unit. |
| Damages on Abandonment | 22. In the event of abandonment of the Rental Lot, in addition to the charges referred to in paragraph 21 herein, the Tenant agrees to pay to the Landlord any costs incurred by the Landlord in respect of commission fees, advertising, insurance, repairs, administrative costs, storage fees and all other costs reasonably attributable to the sale, storage and/or removal of the Home and the installation of a new Home on the Rental Lot, which charges the Tenant hereby agrees are reasonable damages arising from the Tenant’s abandonment of the Home on the Rental Lot. |
| Termination of Lease | 23. If either the Landlord or the Tenant desire to terminate the tenancy at the end of the term of this Agreement, he shall give **written notice** in accordance with the **RTA and not less than sixty days prior to the expiration of The term of this Agreement or any statutory or other renewals thereof**. |
| Entry on Termination | 24. If either party has given notice of termination of this Agreement or if the parties have agreed that the tenancy will be terminated, the Rental Lot may be entered upon and shown to prospective tenants at all reasonable hours after delivery of the notice in accordance with the provisions of the **RTA**. |
| Vacant Possession | 25. Upon termination of the tenancy, the Tenant shall give vacant possession of the Rental Lot to the Landlord or, alternatively, shall ensure that a prospective purchaser of the Home has been approved by the Landlord as a lessee of the Rental Lot and that the commencement date for the new tenancy agreement commences on the date that the Tenant’s tenancy is terminated. |
| Supplier Access | 26. The Tenant acknowledges and agrees that the Landlord shall have the right to limit access to the Community by suppliers of goods and services in respect of Home equipment where the Landlord determines that the suppliers fail to meet the Landlord’s reasonable standards for such equipment. |
| Liability Utilities | 27. In the event of any breakdown of the electrical, water distribution or plumbing systems provided by the Landlord, the Landlord will not be liable or responsible for any damages, personal discomfort or any illness or death arising therefrom, but the Landlord will carry out all necessary repairs with reasonable diligence. |
| Quiet Possession | 28. The Landlord and Tenant mutually covenant that neither, by their own acts or those of their family, servants, guests or agents, will do or permit any act upon the Rental Lot or within the Community which may in any way be objectionable or injurious to the reputation of the Community or of either party; further, the Tenant agrees not to do or cause anything to be done which may be determined to be unreasonably disturbing to the Landlord or other tenants. |
| Liability | 29. The Landlord shall not in any event whatsoever be liable or responsible in any way for: |
|  | 1. Any personal injury or death that may be suffered or sustained by the Tenant or any member of the Tenant’s family, his agents employees or guests, or any other person who may be upon the Rental Lot or the Premises of the Landlord, or upon the property of the community; or |
|  | 1. Any loss or damage or injury to any property including cars and contents thereof belonging to the Tenant or to any member of the Tenant’s family or to any other person while such property is on the Rental Lot, upon the property of the Community, or on the Premises of the Landlord; or |
|  | 1. Without limiting the generality of the foregoing, any damages to any such property caused by steam, water, ground water, rain or snow which may leak into, issue or flow from any part of the Rental Lot or any part of the Landlord’s property; or |
|  | 1. Any damage caused by or attributable to the condition or arrangement of any electrical or other wiring system supplied to the Home; or |
|  | 1. Any damage caused by anything done or omitted to be done by any tenants of the Landlord; or |
|  | 1. Any damage to or loss of property left in or on the Rental Lot, the Community, or the property of the Landlord prior to or subsequent to the Tenant giving up possession of the Rental Unit, whether or not the Home remains on the Rental Lot and whether or not delivery of possession by the Tenant was voluntary; or, |
|  | 1. Any damage to or loss of property incurred by the Tenant as a result of an “Act of God” such as, but not limited to, severe storm, lightning, flood, etc |
| Waiver | 30. The Tenant hereby acknowledges that the failure by the Landlord to enforce any of the covenants herein at any time shall not amount to a waiver of compliance with such covenant and the Landlord shall have the right at any time to enforce any and all of the covenants in this Agreement. |
| Severability | 31. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances to any extent is held invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent of the law. |
| Obligations Joint and Several | 32. Everything contained in this Tenancy Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each party thereto. The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to the Tenant shall be deemed to include all tenants to this Agreement. All covenants herein contained shall be deemed to be joint and several obligations. |
| Amendments | 33. The Tenant agrees that no assent or consent to changes in or waiver of any part of this Agreement in spirit or letter shall be deemed or taken as made unless the same be done in writing between the Landlord or the Landlord’s agent and attached to or endorsed hereon. |
| Rules and Regulations;  Standards for Mobile Homes | 34. The Tenant agrees to observe and comply with the Rules and Regulations of the Community as set out in Schedule “A” attached hereto and to ensure compliance with Standards for Mobile Home Equipment as set out in Schedule “B” hereto, with such variations, modifications, and additions to the terms of both Schedules as shall from time to time be made upon notice to the Tenant by the Landlord and the Tenant further acknowledges and agrees that the terms of the Schedules form part of this Tenancy Agreement. |
| Notices to Tenants and Spouses | 35. Any Notice given by the Landlord to the Tenant pursuant to the **RTA** shall be binding on all Tenants of the Rented Lots and on the spouse of any Tenant who seeks or obtains “Tenant” status under the **RTA** and the Tenant hereby agrees to forthwith give a copy of such Notice to all other Tenants of the Rental Unit and to any occupant of the Rental Unit to whom the Tenant is married or in a conjugal relationship with. |
| Consents; Use of Personal Information and Privacy Issues | 36. The Tenant hereby acknowledges and agrees that any debt(s) owed by the Tenant to the Landlord and in connection with this tenancy agreement including but not limited to late payment of rent, may be recorded, at the discretion of the Landlord, with any credit agency or credit bureau and may be used by the Landlord in support of an application to terminate this agreement. **The Tenant hereby grants permission to the Landlord to record and use information obtained during the course of the tenancy for the purposes of:**  **1. enforcing any term of this Agreement, including the collection of moneys owed to the Landlord;**  **2. obtaining a Consumer Report in the event the Tenant is in arrears of rent, in breach of this Agreement, or wishes to renew this Agreement; and,**  **3. transferring such information to a database of Tenant information to be made available to the Landlord, its agents or to prospective purchasers and/or lenders.** |
| Acknowledge-ment | 37. By signing this Tenancy Agreement the parties hereto acknowledge that they have read and understood its terms and conditions; the Rules and Regulations; and the Standards for Mobile Home Equipment and acknowledge that any breach hereof may be enforceable in a Court or Tribunal of competent jurisdiction and any other Schedules that are applicable to the Community as listed below. |

SIGNED BY THE PARTIES TO THIS AGREEMENT AND WITNESSED AS FOLLOWS:

…………………………………………….. Per: ……………………………………………..

(Witness) (Landlord or his Agent)

…………………………………………….. ……………………………………………..

(Witness) (Tenant)

…………………………………………….. ……………………………………………..

(Witness) (Tenant)

ACKNOWLEDGMENT OF RECEIPT OF TENANCY AGREEMENT.

I hereby acknowledge receipt, on behalf of all Tenants of this Agreement, of a duplicate original of the within agreement, including Schedules A and B and any other Schedules that are applicable to the Community as listed below and the prescribed information about the Landlord and Tenant Board, this …….. day of ………………………………….., …………

…………………………………………….

(Tenant)