

Shared Accommodation Tenancy Agreement, Fixed Term

THIS AGREEMENT made in duplicated the _____ day of _____ (month), _____ (year).
BETWEEN:

on behalf of Flying Stone Canada Ltd.

Landlord or Landlord's Agent

Flying Stone Canada Ltd, 90-130 Broadway Blvd, Sherwood Park, AB, T8H 2A3

Office Address Same as above

Tel: (780) 570-5388

Fax (780) 570-5318

Email: info@flyingstonecanada.com

(Referred to in this agreement as the "Landlord"),

-And-

Tenant Name _____

Contact Tel #: _____

Email: _____

(Referred to in this agreement either individually or collectively as the "tenant").

PREMISES the landlord leases to the tenant the residential premises described as follows:

(Municipal address including suite number, if any)

(City or Town)

(Province)

(Post Code)

(Referred to in this agreement as the "premises") for use and occupation as residential premise only, subject to the terms and conditions of this agreement and of **the Residential Tenancies Act** of the Province of **Alberta**.

TERM: The term hereof shall commence on _____ (YYYY/MM/DD) is a fixed term that ends at or prior to 12 PM on _____ (YYYY/MM/DD)" and no notice shall be required for either the landlord or Tenant to terminate the tenancy at the end of the fixed term. **A 3-month trial applies? (Yes/No)**

RENT: The tenant shall pay, in advance, to the landlord at the landlord's address set forth above the rental of \$ _____ per month on or before the first day of each and every month of the term of this agreement.

TERMINATION OF CONTRACT: Landlord has the right to terminate this agreement if the Tenant violates any of the following;

- non-payment of rent: If the tenant do not pay the rental on the 1st day of the month, **this Tenancy Agreement will automatically serve as 14-day notice of termination** starting the 1st day of the month and the date of the tenancy ends shall be 14th of the same month unless tenant pays the sufficient rent and the fine of **\$25.00 per day** prior to 5th day of the month..
- Damage to property, c) illegal drug use, d) smoking within the premises. An Eviction notice will be immediately issued.

UTILITIES: The tenant agrees to pay on demand to the appropriate authority/authorities the cost of the following utilities and services:

(Indicate utilities and services for which tenant is responsible)

LAWS & REGULATIONS: Tenant shall comply with all laws, regulations and requirements of all municipal, provincial and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. Tenant policies include the following:

- No use of illegal drugs is permitted
- No smoking allowed inside the premises or outside within the property line.
- No BBQ anywhere within the premises (inside the house and/or outside in the front or back yard)

4. No overnight guests permitted
5. Tenants are to treat other Tenants with respect as per the use of common area, items and noise.

MAINTENANCE, REPAIRS OR ALTERATIONS

Tenant acknowledges that the premises are in good order and repair as per the completed Check-in Report. Landlord will provide Tenant a written inventory of furniture and furnishings in private room & common area, and tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair. Tenant shall, at his own expense, and at all times, maintain the private room and common area in a **clean and sanitary manner** including all equipment, appliances, furniture and furnishings therein and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted.

- (a) Tenant shall not paint, paper, or otherwise redecorate or make alterations to the premises WITHOUT the prior written consent of the Landlord.
- (b) All of these costs to be paid 100% by the Tenant if being approved by the landlord, with the condition that the tenant shall return to the original paint as per landlord requirement on 100% tenant's cost before the end of lease term.

TENANT'S INSURANCE

- (a) It shall be the responsibility of the tenant to insure the Tenant's property on the premises against damage or loss to such property occasioned by fire, theft and any other perils which cause such damage or loss.
- (b) The valid tenant insurance is **must** requirement and the valid copy of the insurance policy or confirmation letter from insurance broker has to be shown to the landlord 2 weeks prior to the date of tenant's taking possession of the premises. Also, every year 2 weeks prior to the insurance policy renew date the landlord shall be given a renewed copy that proves this policy is still in force. The tenant has to report to the landlord regarding any change or/and cancellation of the tenant insurance policy during the regular term.

ENTRY & INSPECTION: Tenant shall permit Landlord or Landlord's agents to enter the premises' common areas at reasonable times and without notice for the purpose of inspecting the premises or showing the same to prospective tenants or purchasers, or for making necessary repairs.

INDEMNIFICATION: Landlord shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, and Tenant agrees to hold Landlord harmless from any claims for damages no matter how caused.

DEFAULT: The failure by Tenant to pay rent when due, or perform any term hereof, shall, at the option of the Landlord, terminate all rights of Tenant hereunder. In the event that Tenant shall be absent from the premises for a period of 5 (FIVE) consecutive days, while in default, Tenant shall at the option of the Landlord, be deemed to have abandoned the premises and any property left on the premises shall be considered abandoned and may be disposed of by the Landlord in any manner allowed by law. In the event that Landlord reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favour of the Landlord, for payment of all sums due hereunder, to the maximum extent allowed by law.

Recovery of the premises by Landlord shall not relieve Tenant of any obligation hereunder, and Landlord may let the premises to others upon such terms and conditions he deems proper, and recover from Tenant sums due hereunder, less any consideration received from others for the use of the premises, for the remaining term hereof, after paying expenses.

SECURITY: The security deposit set forth above, if any, shall secure the performance of Tenant's obligations hereunder, Landlord may, but shall not be obligated to apply all or portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant.

LEGAL FEES: In the event that Landlord shall prevail in any legal action brought by either party to enforce the terms hereof or relating to the demised premises, Landlord shall be entitled to all costs incurred in connection with such action, including legal fees on a solicitor and his own client basis. If the Tenant skips from the property while still owing rent, the cost of collection of that rent will be added to the fine.

WAIVER: No failure of Landlord to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.

Shared Accommodation Additional Policy

To maintain a clean, safe and respectable shared accommodation environment is the common goal for all the residents. To achieve it, the following policies shall be followed strictly

1. Safety & Security

- 1.1. **Stove:** turn off the stove before you leave it unattended.
- 1.2. **BBQ:** any format BBQ is not allowed to prevent any fire hazard.
- 1.3. **Smoking:** is strictly forbidden in/outside the premise and/or within property line, your visitors included. Any violation shall lead to lease termination immediately.
- 1.4. **Party:** Any sort of party is not allowed unless you get approval in writing from office **TWO weeks in advance**.
- 1.5. **Quiet hours** are between **11:00pm and 8:00am**. Including weekends.
- 1.6. **Guests:** AdNo any format of sleeping-over or overnight guest permitted. The entire guest must leave before the quite hours, included weekends.
- 1.7. **Emergency:** Call 911 right away if any emergency happens (fire, flooding, etc) to ensure prompt action.
- 1.8. **On-site manger** has the rights to implement these policies with your full compliance and support to ensure everyone's safety and security.

2. Personal space/ belongings/pets

- 2.1. You are responsible for your own room housekeeping.
- 2.2. All your belongings need to be strictly kept inside your room. Anything outside your room (in house or in yard) shall be regarded garbage and is subject to throw away with at your own risk. The common area and yard are NOT your free storage space.
- 2.3. As general share accommodation etiquette, don't not use others people stuff unless you absolutely have to and even so, make sure to ask for permission first.
- 2.4. It is not allowed to have any pet at this accommodation. There is zero tolerance for any kind of appearance of any kind of pet. No one is allowed to have any excuse to bring in any pet into this accommodation for any length of time.

3. Any 1st offense to the above items shall lead to lease termination immediately or \$500.00 fine. A repeat offense shall lead to the lease termination/eviction immediately.

4. I-CLEAN program

4.1. Every tenant is responsible for the following common areas

- 4.1.1. **Floor and surface:** Tenants are responsible for keeping common areas clean and tidy by cleaning, sweeping and mopping regularly as needed.
- 4.1.2. **Kitchen sink/dishes:** be courteous and clean your dishes after you use them so others may cook their dinner too. Dishes and all your belongings are not to be left in the sink, countertop, or common areas. Any unattended items on the countertop and sink at any given time shall be regarded as garbage and will be thrown away without notice.
- 4.1.3. **Kitchen/bathroom/laundry room garbage:** Everyone takes turns to take out the garbage of these areas to the back lane weekly. Ensure the back lane garage collection point is clean and tidy with no scattered garbage or junks. And make sure to put the new garbage bags on each garbage can to get it ready for use.
- 4.1.4. **Yard and walkway:** shovel snow in winter months. And cut lawn in the summer months. Keep the yard clean and junk free.

4.2. Conduct your turn of cleaning duty on weekly basis

- 4.2.1. I-Clean schedule shows who is on duty for which weeks in the months ahead.
- 4.2.2. I-Clean checklist lines out all the items to be done for cleaning.
- 4.2.3. A set hard copy of current i-clean schedule and i-clean checklist is posted/updated periodically in the laundry room for your reference.
- 4.2.4. The schedule published is final with no further change. It is your sole responsibility to make arrangement to ENSURE your scheduled duties are being fulfilled, or a fine of \$75.00 per time shall be deducted from your account if you don't fulfill your duty.
- 4.2.5. It is your sole responsibility to check i-clean schedule & checklist to ensure you know which weeks you will be on duty. Everyone takes turn weekly to do the chores in the list as per the checklist **with no exception**.
- 4.2.6. The proof of completion: at the end of your turn, after you completed all the required work in the list, You **must send an email to iclean@flyingstonecanada.com, along with** at least 5 photos on the following areas, as well as your name and duty time period (YYYYMMDD to YYYYMMDD), and make sure the pictures can clearly show the cleanness and tidiness after your cleaning work.
 - 4.2.6.1. a photo of kitchen and living room
 - 4.2.6.2. a photo of laundry area
 - 4.2.6.3. a photos of every bathroom of all the bathrooms
 - 4.2.6.4. a photo of front yard
 - 4.2.6.5. a photo of the back yard.

- 4.3. Make sure to send this email at the end of your week on duty between **8:00 am, Saturday up to 8:00 pm, Sunday.**
Any email outside this timeline is invalid.
- 4.4. Once we receive your email,
 - 4.4.1. The office may mark you off indicating the completion of your duty of the week. The office reserves the rights to inspect the cleaning work at any time with no advanced notice.
 - 4.4.2. Any complaints about the completed work have to be addressed in writing with proof/evidence within 24 hrs of the completion. 24 hrs after any complaint regarding the previous cleaning is invalid.
- 4.5. If we don't receive your completion email along with the pictures
 - 4.5.1. It means your cleaning duty is **NOT completed** and your coming rent will be added by **\$75.00** fine every offense automatically. (only email without pictures counts NOT completed as well)
 - 4.5.2. The next person on duty may choose to complete the uncompleted work and email the required photos to office within 24 hrs to prove the premise has been cleaned and brought up as per the standard, and he/she shall qualify for the credit of **\$75.00**, which will be paid out by a separate cheque, subject to the inspection/confirmation of the office.
 - 4.5.3. If receiving nothing from the next person on duty within 24 hrs, it means the premises is not being cleaned and office then make arrangements to clean it immediately, pictures shall be taken as proof of completed work. The next person on duty then starts his/her turn as scheduled.
- 4.6. The office shall conduct number of unscheduled inspections without advanced notice to these common areas to ensure the quality of the work is being maintained. And office staff shall make the final decision on any dispute.

5. Laundry facility

- 5.1. All the laundry facility is token operated. You must fill in the on line token order request form first to buy tokens. It can be either picked up at office or delivered to your premises.
- 5.2. Before using machine:
 - 5.2.1. Empty pockets, ex. Pencils, money, tools, etc.
 - 5.2.2. Get detergents, 2 tokens ready.
 - 5.2.3. Do not overload/stuff machine, as clothes will not be as clean/or dry.
- 5.3. after putting in the token
 - 5.3.1. Don't close the lid, until you put in clothes and detergents.
 - 5.3.2. Doesn't force open the lid of the washing machine when the red light is on, you could damage the machine! Wait until the red light has been turned off.
- 5.4. at the end of each drying cycle:
 - 5.4.1. Clean lint tray and leave it to the garbage can prepared in the laundry area.
 - 5.4.2. bring all your belongings back to your own room
- 5.5. Not work/problems?
 - 5.5.1. Don't try to fix on your own, as you can be responsible for any damages caused.
 - 5.5.2. Call office at 780-570-5388 for assistance.

6. Wireless internet Access

- 6.1. We provide FREE Wireless Internet Access in the property; to access the internet you will require a wireless network card supporting Wireless G or B. You will also require the following information to log on- to the Access Point
 - 6.1.1. SSID is
 - 6.1.2. IP's will automatically be assigned once you log in
- 6.2. security is set up as WPA personal
 - 6.2.1. The network password is _____
 - 6.2.2. The password is case sensitive.

ACCEPTANCE – The undersigned Landlord accepts the foregoing Agreement and acknowledges receipt of a copy hereof. The undersigned Tenant hereby acknowledges receipt of a copy hereof and agrees with all the terms and conditions.

Signature of Landlord

DATED: _____

Signature of Tenant

Tenant: Last Name/First/Middle