

RENTAL AGREEMENT

THIS AGREEMENT dated for reference on **18/11/2024**

BETWEEN:

JOANN DIONNE ("Landlords" / "Owners")
% INET SERVICES dba Downtown Furnished Rentals
joann.dionne@gmail.com

OF THE FIRST PART

AND

SANDEEP CHERIPALLY (Principal Tenant)
405-707 Courtney St, Victoria, BC V8W0A9 | sandeepcheri@gmail.com

OF THE SECOND PART

(Hereinafter referred to as Tenant/s/Subtenant/s/Occupant/s)

(Referred to as the "parties")

IN CONSIDERATION OF the subletting of the Premises, parties agree to keep, perform and fulfill the promises, conditions and agreements below.

PREMISES:

"Landlord"/"Agent" will lease to Tenant/s the residential premises located at: **n505-737 Humboldt, Victoria BC** (Referred to in this agreement as "property" and "premises" and subject to the terms and conditions of the Agreement).

RENTAL TERM:

Start Date: DECEMBER 15TH, 2024 **End Date:** JUNE 14TH, 2025

Tenant will vacate the premises by 11 AM on the last day of the term.. The "Landlord" and "Agent" are indemnified for any losses suffered by reason of this failure to vacate. The rental agreement carries forward on a month to month basis should the tenant wish to extend.

RENT RATE: The rent rate is \$2395/mo payable on or by the first of every month. A late fee of \$20 per day begins on the 2nd of the month if rent has not been received.

SUBLETTING: The tenant is prohibited from subletting the premises. The Master lease is held by INET Services.

- i) A sublet is defined as bringing in another party to share the property with the exception of a spouse and or child.
- ii) There is a maximum capacity of 2 persons and one small child in total allowed to occupy the property.

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CONDITION INSPECTION REPORT :

A condition report will be conducted at the start of tenancy. A final inspection report will be done again at the expiration of this agreement.

USE OF PREMISES:

The premises shall be exclusively used for residential purposes by the tenant mentioned above, in adherence to the prevailing Strata rules, city bylaws, and regulations. The landlord hereby grants the tenant the right to occupy and enjoy the premises peacefully, subject to full compliance with the terms of this lease. Any fines imposed on the unit due to the tenant's non-compliance with Strata rules and bylaws shall be the sole responsibility of the tenant, who shall promptly settle such fines.

INCLUDED in the RENT:

- 1 HDTV'
- 1 parking space & storage locker in secure underground parking area
- Cookware, glassware, utensils , crockery, linens, towels and small appliances
- Wifi, gas, electric, hot water

DAMAGE DEPOSIT:

A REFUNDABLE damage deposit of \$1200 is required to offset any damages to the condo itself including but not limited to floors, walls, fixtures, appliances, doors, door frames, cabinets and countertops as well as liquidated damages for termination without adequate notice and damage or loss to the contents of the condo including but not limited to furnishings, electronics, bedding, towels, cookware and crockery. This deposit is refundable as long as:

- No damage is done to the unit or its contents, beyond normal wear and tear
- No charges are incurred due to contraband, pets or collection of rents or services or bylaw contravention.
- All issued keys and remotes are returned to the unit.
- There is no excessive cleaning required at departure due to the condition of the unit and the advance fee adequately covers the cost of final cleaning including bedding and carpets
- Any charges accrued during the stay are paid prior to departure.

EARLY TERMINATION & NOTICE TO VACATE:

- Tenant will provide one month or 30 days notice to vacate the premises typically when rent is due or pay one month rent in lieu of.
- There is no refund or prorating for unused time should the tenant leave before the last day of the final month.
- Failure to provide sufficient notice may result in forfeiture of the damage deposit unless the property can be re-rented.
- The bylaws of the building require a **6 month minimum rental period**. Should the tenant depart the premises before the 6 month threshold, the tenant shall pay a buy-out fee of ½ month's rent to be included with the final month rent.

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LIABILITY OF TENANTS AND OCCUPANTS:

The tenant shall be liable for any damage done by reason of water being left running from the taps on the premises or gas burners left on or any other damages due to negligence or casualty. We recommend that tenants secure their own **personal and liability insurance** in the event of accident, loss, damage, negligence or other casualty involving personal property. Home owners are not responsible for loss or damage to the property of tenants, **Coast Capital and Square One have cost effective tenant insurance.**

"Landlord" / "Agent" Inspection and showing Rights:

The "Landlord" or Agent of the "Landlord" has the right to inspect the condo with 24 hours notice (by phone, text or email) to the occupants anytime during the rental agreement.

NOTICES:

All notices under this rental shall be in writing via email, text and phone messages. Tenant shall give the agent or "Landlord" **prompt notice** of any accident or other defect in the water pipes, gas pipes, heating apparatus, electric lights, electronics and appliances or anything else on premises that fails to work.

PARKING:

Designated parking is limited to one (1) vehicle in the parking area.. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

STORAGE

One personal locker is included.

RULES & REGULATIONS:

Tenant will observe and comply with the Strata Council rules governing noise and conduct. Quiet time is from **10pm until 8am**. Occupants staying at the property will ensure that they will not cause a disturbance to the residents of the complex. Strata rules preclude the operation of a home business of any kind on premises although tenant/s are allowed to work from home as long as they do not meet with clients at the property or have employees checking in on a regular basis.

Smoking: The condo is SMOKE FREE. This includes interiors, balconies and common spaces.

Pets: No Pets including visiting pets without express permission by the Agent.

ACCEPTABLE PAYMENTS:

Rents can be paid via e-transfer, bank wire or Credit Card. A surcharge for Credit Card Payments of 4.5% will be applied to invoices paying by that method. The Bank wire fee is \$30. e-Transfer is no or low cost.

MAINTENANCE and CLEANING:

- i) Tenants are expected to maintain the premises in reasonable condition with recycling items and garbage removed on a regular basis and placed in appropriate containers located on premises.
- ii) The Landlord covenants to provide and maintain the premises in a good state of repair and fit for habitation. In the event that the property becomes uninhabitable as a result of a casualty or insured loss (fire, flood), this lease shall terminate and the obligations of the parties herein shall cease. Rent to be prorated to the date the casualty occurred.

FURNISHED AS IS:

The property is furnished **as is** and tenants shall not remove any furnishings, pack up or store any furnishings or bring in any additional furnishings without **express permission** of the landlord or agent.

ALTERATIONS:

Tenant shall not make or permit to be made any alterations or additions to the premises. This includes the hanging of pictures, photos, artwork or posters or using tape to secure anything to the walls or fixtures **without express permission by the "Landlord" or "Agent"**. Occupant/s if granted permission to hang anything on the walls must use an appropriate wall hanging apparatus and not just bare nails or tape.

COUNTERPARTS:

This agreement may be executed in any number of counterparts including facsimile transmission, email in portable document format or other electronic transmission and by different parties in separate counterparts, each of which when so executed will be deemed to be an original.

LIABILITY:

A) HOLD HARMLESS: JOANN DIONNE, the landlord/s and any agent on her behalf do not assume any liability for loss, damage or injury to persons or their personal property. The landlord does not accept liability for any inconvenience arising from any defects of furnishings, fixtures, appliances or other chattels of the premises or temporary stoppage in supply of water, electricity, WiFi or plumbing or for any loss or damage of personal belongings of the tenant not the fault of the landlord or agent or caused by weather conditions, natural disasters, building issues, theft, flood, fire or acts of God. Parking out front is by decree of the city and beyond the control of the landlord or agent and available on a first come, first served basis.

B) ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges owner and the owner's agents from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests or pets as a result of, or in connection with the occupancy of the premises and agrees to hold owner and any owner's agents free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.



11 / 19 / 2024

SANDEEP CHERIPALLY (Principal Tenant)

405-707 Courtney St, Victoria, BC V8W0A9 | sandeepcheri@gmail.com



11 / 19 / 2024

Helena Looby Agent **(Inet Services) DBA [Downtown Furnished Rentals](#)**

on behalf of the owners

1156 Colville Rd, Victoria, BC (250) 220-2444

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SENT

11 / 19 / 2024

17:41:46 UTC

Sent for signature to SANDEEP CHERIPALLY (sandeepcheri@gmail.com) from reso@downtownfurnishedrentals.com
IP: 70.66.173.60



VIEWED

11 / 19 / 2024

21:19:38 UTC

Viewed by SANDEEP CHERIPALLY (sandeepcheri@gmail.com)
IP: 24.206.74.29



SIGNED

11 / 19 / 2024

21:22:27 UTC

Signed by SANDEEP CHERIPALLY (sandeepcheri@gmail.com)
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COMPLETED

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The document has been completed.