

THE CORPORATION OF THE CITY OF BRAMPTON



Number 156-82 To authorize the execution of the lease of 83 Railroad Street

The Council of The Corporation of the City of Brampton ENACTS as follows:

 The Mayor and Clerk are hereby authorized to execute a lease of the property known municipally as 83 Railroad Street from the City to John Salverda and Colleene Salverda.

2. By-law Number 141-82 is hereby rescinded.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 16th day of August , 1982.

Ken while

K. G. Whillans, Acting Mayor

went Ralph A. Everett, Clerk

APPROVED AS TO FORM LAW DEPT. ATE 58

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PASSED	16th	<b>19</b> <sup>82</sup>

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# **BY-LAW**



To authorize the execution

of the lease of 83 Railroad

Street

**Corporation of the City of Brampton** 



made in duplicate the

6th

day of August

**19**82

In Pursuance of the Short Forms of Leases Act

### Between

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "Lessor" OF THE FIRST PART

and

JOHN SALVERDA and COLLEENE SALVERDA

hereinafter called the "Lessee" OF THE SECOND PART

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**Witnemently** that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said Lessee to be paid, observed and performed, the said Lessor hath demised and leased and by these presents DOTH demise and LEASE unto the said Lessee ALL THAT messuage and tenement located in the following municipality, namely, the City of Brampton, in the Regional Municipality of Peel

and being composed of ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), and being composed of Town Lots Numbers 111 and 112 on the west side of Railroad Street, being a subdivision of part of the East Half of Lot Number 6 in the First Concession, West of Hurontario Street, in the Township of Chinguacousy, according to a plan made by C. J. Wheelock, P.L.S., and referred to as Plan BR-35, registered in the Registry Office for the Registry Division of Peel (No. 43), known municipally as 83 Railroad Street, In Haur and to Hold the premises for and during the term of ONE (1) YEAR

to be computed from the 1st day of September one thousand nine hundred and eighty-two and ending on the 31st day of August , one thousand nine hundred and eighty-three.

YIELDING AND PAYING therefor yearly and every year during the said term unto the said Lessor the sum of \$5,700.00 per year of lawful money of Canada, without any deduction, defalcation or abatement whatsoever to be payable monthly on the following days and times, that is to say: on the first day of each month as follows:

FOUR HUNDRED AND SEVENTY-FIVE --(\$475.00)--on the first days of

September to December, 1982 and January to August, 1983, both inclusive

The first of such payments to become due and to be made on the 1st September next. day of

THE Lessee agrees to deposit with the Lessor the sum of \$475.00 as prepaid rent, to be applied towards the XXXY month's rent of the term. The Lessor agrees to pay to the Lessee interest annually thereon at the rate of 6% per annum. Subject always to Section 85 of The Landlord and Tenant Act, if the Lessee abandons or vacates the premises at any time prior to the expiration of the herein term of lease, the Lessor shall be permitted to retain absolutely the aforesaid sum of money so deposited with the Lessor.

THE Lessee covenants with the Lessor:

to pay rent

to pay water rates and charges for gas, electricity and telephone.

to maintain the premises in a state of cleanliness, and to repair any damage caused thereto by his own wilful or negligent conduct or that of persons who are permitted on the premises by him.

to keep up fences.

not to cut down timber.

not to assign or sublet without the consent of the Lessor, such consent not to be arbitrarily or unreasonably withheld. The Lessee shall pay the Lessor's reasonable expenses incurred thereby.

not to carry on upon the premises any business that may be deemed a nuisance or by which the insurance on the premises will be increased.

that he will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

that the Lessee will repair according to notice in writing, reasonable wear and tear and damage by fire lightning and tempest only excepted.

to promptly notify the Lessor of any repairs to be made by the Lessor, and upon giving prior notice in accordance with Section 93 of The Landlord and Tenant Act, the Lessor shall be permitted to enter and view the state of repair and to make any such repairs.

PROVIDED that the Lessee may remove his fixtures, if such removal may be, and is, done without injury to the premises.

PROVIDED that in the event of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt.

PROVIDED that, where the premises become vacant and so remain for a period of 30 days, it shall be presumed that the Lessee has abandoned the premises and the Lessor may re-enter and take immediate possession of the premises.

PROVIDED that if the Lessee be assessed as a Separate School Supporter, he will pay to the Lessor a sum sufficient to cover the excess of the Separate School tax, over the public school tax, if any, for a full calendar year.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants, provided that such re-entry shall, at all times, be in accordance with the provisions of The Landlord and Tenant Act.

Strike out

applicable

ON THE

COUNCIL



THE Lessor shall maintain the premises in a good state of repair and fit for habitation during the herein lease in order that the premises comply with health and safety standards required by law.

THE Lessor covenants with the said Lessee for quiet enjoyment.

THE Lessee covenants with the Lessor to permit the said Lessor during the last month of the currency of this lease, to put up upon the said premises, notice of his intention to lease the same; and also to permit during the same time, such person or persons as he may be desirous of leasing the said premises at the expiration of this lease to visit and inspect the same on written notice to the Lessee, given at least twenty-four hours before the time of entry, which shall be during daylight hours and specified in the notice.

IT IS HEREBY agreed between the parties hereto that if, upon the determination of the lease by effluxion of time, the Lessor permits the Lessee to remain in possession of the premises and accepts rents in respect thereto, a tenancy from year to year shall not be created by implication of law, but the Lessee shall be deemed to be a monthly tenant only.

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IT IS HEREBY declared and agreed that the expressions "Lessor" and "Lessee", wherever used in this Indenture, shall, when the context allows, include, be binding on and enure to the benefit of not only the parties hereto, but also their respective executors, administrators and assigns.

AND it is further agreed between the parties hereto that wherever the singular and masculine are used throughout this lease they shall be construed as if the plural or feminine had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered had been made.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals. THE CITY OF BRAMPTON (Acting) THE CORPORATION OF Signed, Sealed and Delivered (Mayor) in the presence of (Clerk) Haren Hutchinson John Colleene Salverda **RECEIPT OF TENANCY AGREEMENT:** I/WE hereby acknowledge receiving a duplicate original copy of the herein lease this  $(9^{-4})$  day of  $A_{49}$  (9.5), 19 82. August Imme Lessee (Tenant) essee (Tenant)

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	AFFIDAVIT AS TO AGE AND SPOUSAL STATUS	
-	XXX/ WE John and Colleene Salverda	
	of the City of Brampton	
	in the Regional Municipality of Peel	
* If attorney, see footnote	(severally) make oath and say: When XXXX WE executed the attached instrume	nt,
	XXXXXXXX WE WERE EACH at least eighteen years old;	
	and within the meaning of section 1(f) of The Family Law Reform Act, 1978,	
	(a) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
Strike out inapplicable clauses.	(b) X XXX XXXXXXX	
	(c) We were spouses of one another.	
•• Not a matrimonial home, etc., see footnote.	Ωα ο	
Resident of Canada, etc.	(SEVERALLY) SWORN before me at the City of	
	Brampton in the Regional Municipality of Peel	
	this Win day of August 1982 ) Mile Lalverda	e
	A COMMISSIONER FOR TAKING APPIDAVITS, ETC.	

• Note: Where affidavit made by an attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status, and if applicable. name of other spouse) within the meaning of section 1(f) of The Family Law Reform Act, 1978 and when he/she executed the power of attorney, he/she had attained the age of majority".

\*\* Note: See Section 42(3) of The Family Law Reform Act, 1973 where spouse does not join in or consent; or complete a separate affidavit.

#### AFFIDAVIT OF SUBSCRIBING WITNESS

Karen Hutchinson I.

of the City of Brampton

in the Regional Municipality of Peel

make oath and say:

\*See footnote

I am a subscribing witness to the attached instrument and I was present and saw it executed by John Salverda and Colleene Salverda at Brampton, Ontario

\*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

**19**82

SWORN before me at the City of

in the Regional Brampton Municipality of Peel this 6th day of August

W.C. Connon

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

Faren Hutchingon



Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after instrument had been read to and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

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THE CORPORATION OF THE CITY OF BRAMPTON

--TO---

JOHN SALVERDA and COLLEENE SALVERDA

## House Lease

FOR 1 YEARS

Commencing September 1, 1982 Ending August 31, 1983 Yearly Rent \$5,700.00

Newsome and Gilbert, Limited-Form 278

Law Department; The Corporation of the City of Brampton, 150 Central Park Drive, Brampton, Ontario. L6T 2T9

WCC:kh

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