



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*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:

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 By-law Number 141-82 is hereby rescinded.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

K. G. Whillans, Acting Mayor

Ralph A. Everett, Clerk

APPROVED  
AS TO FORM  
LAW DEPT.  
BRAMPTON

WCC

DATE 5/8/82

PASSED August 16th 19 82



# BY-LAW

No. 156-82

To authorize the execution  
of the lease of 83 Railroad  
Street

# This Indenture

made in duplicate the 6th day of August 1982

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

~~XXXX~~

~~HUSBAND XXXXXX OF THE SAID LESSEE XXX  
HEREINAFTER CALLED THE SPOUSE OF THE LESSEE  
OF THE THIRD PART~~

Witnesseth 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,

(hereinafter called the "premises"), upon the following terms and conditions:



PROVIDED that, if the term hereby granted shall be at any time seized or taken in execution or attachment, by any creditor of the Lessee, or if the Lessee shall make an assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current rent, together with the rent for three months thereafter, shall immediately become due and payable, all subject to the provisions of the Landlord and Tenant Act, as amended.

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.

Strike out if not applicable

~~AND the said Lessee hereby consents to the production of the said documents~~

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 CORPORATION OF THE CITY OF BRAMPTON

Signed, Sealed and Delivered  
in the presence of

*[Signature]* (Acting Mayor)  
*[Signature]* (Clerk)  
*[Signature]*  
John Salverda  
*[Signature]*  
Colleene Salverda

*[Signature]*

RECEIPT OF TENANCY AGREEMENT:

I/WE hereby acknowledge receiving a duplicate original copy of the herein lease this 19<sup>th</sup> day of August, 1982.

*[Signature]*  
Lessee (Tenant)  
*[Signature]*  
Lessee (Tenant)

AUTHORISATION BY-LAW  
NUMBER 156182  
PASSED BY CITY COUNCIL ON THE 16th DAY OF August 1982

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 instrument,

~~XXXXXX~~ WE WERE EACH at least eighteen years old;

and within the meaning of section 1(f) of The Family Law Reform Act, 1978,

(a) ~~XXXXXXXXXXXXXXXXXXXX~~

Strike out  
inapplicable  
clauses.

(b)

~~XXXXXXXXXXXX~~


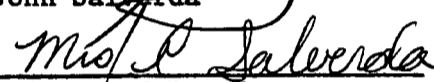
(c) We were spouses of one another.

\*\* Not a  
matrimonial  
home, etc.,  
see footnote.

Resident of  
Canada, etc.

(SEVERALLY) SWORN before me at the City of  
Brampton in the Regional Municipality  
of Peel

this 6th day of August 1982

  
\_\_\_\_\_  
John Salverda  
  
\_\_\_\_\_  
Colleene Salverda



A COMMISSIONER FOR TAKING AFFIDAVITS, 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, 1978 where spouse does not join in or consent; or complete a separate affidavit.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, Karen Hutchinson  
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  
at Brampton, Ontario by John Salverda and Colleene Salverda

\*See footnote

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

SWORN before me at the City of  
Brampton in the Regional  
Municipality of Peel  
this 6th day of August 1982





A COMMISSIONER FOR TAKING AFFIDAVITS ETC

\* 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 him 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 next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

Dated August 6th 19 82

THE CORPORATION OF THE CITY OF  
BRAMPTON

—TO—

JOHN SALVERDA and COLLEENE SALVERDA

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## House Lease

FOR 1 YEARS

Commencing September 1, 1982

Ending August 31, 1983

Yearly Rent \$5,700.00

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Newsome and Gilbert, Limited—Form 273

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

WCC:kh

REGISTRATION FEE