

RESIDENTIAL LEASE AGREEMENT

MADE in duplicate this 1st day of April, 2009.

BY AND BETWEEN: 2101128 Ontario Inc.

Dou P Barb

(the "Landlord")

- and -

Doug Barb

(the "Tenant")

Section I - Lease Particulars

1. Leased Premises

In consideration of the rents, covenants and obligations stipulated herein, the Landlord and the Tenant have agreed to enter into a lease (the "Lease") of the premises located at 428 Parent Avenue Rear. of Windsor, Municipality of Essex County, Province of Ontario, N9A 2C1 being composed of a bachelor apartment, (hereinafter referred to as "the Leased Premises").

2. Term

TO HAVE AND TO HOLD the Leased Premises for and during the term of 12 mth to 12 mth beginning the first day of April 2009.

3. Rent & Other Charges

YIELDING AND PAYING therefor during the said term hereby granted to the Landlord due on the first day of each and every month without any deduction, defalcation or abatement whatsoever payable as follows:

the sum of Three Hundred and Fifty Dollars (\$350.00), per month plus hydro, heat paid, , this rental has no parking. And no A/C

LB
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The Landlord acknowledges receipt from the Tenant of the sum of \$350.00 for the first month's rent and -- ~~the~~ deposit for the last month's rent of the tenancy. The Tenant agrees to pay a service charge of \$25.00 for any rent cheque which is dishonored by the bank for whatever reason.

4. Acceptance of Premises

The Tenant acknowledges that he/she has inspected the Leased Premises, is satisfied with it and agrees to take the Leased Premises in an "as is condition". The Tenant acknowledges and agrees that the Leased Premises are in a good state of repair. The Landlord warrants that all appliances are in good working order as at the commencement of the term of the Lease.

43. **Miscellaneous Provisions**

- (a) **Binding Effect.** This Lease shall endure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns, respectively.
- (b) **Application of Statutes.** The parties agree that the provisions of the *Tenant Protection Act, 1997*, shall apply to this Lease.
- (c) **Interpretation.** Wherever the singular and masculine are used in this Lease, the same shall be construed as if the plural or the neuter 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 necessary had been made. Any reference to the Tenant in this Lease shall be deemed to include each of the Tenants and their respective heirs, executors and administrators, and all rights and obligations in this Lease shall be construed as being both joint and several.
- (d) **Provisions Severable.** In the event that any provision of this Lease shall be held invalid, such provisions shall be deemed severable and the remaining provisions hereof shall remain in full force and effect.
- (e) **Waiver.** Neither the Landlord nor the Tenant shall be considered to have waived their rights to enforce any provision of this Lease except where such right has been expressly waived in writing.
- (f) **Entire Agreement.** This Lease, together with any attachments or schedules hereto, constitutes the final and entire agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by either of the parties hereto. Neither Landlord or Tenant shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Landlord and Tenant.
- (g) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the parties hereto attorn to the jurisdiction of the courts of such Province. Any reference to a statute in this Lease includes any subsequent amendment, replacement or substitution of that statute.

By signing this document, I hereby confirm that I have read and understand the terms and conditions of this Lease and of any and all attachments and schedules which form part of this Lease and I hereby agree to such terms and conditions. I acknowledge receipt of a duplicate signed copy of this Lease.

DATED at _____ this 1st day of April, 2009

Witness

[John Bishop]

By:

Authorized

TENANT

Lance Hummard LANCE HUMMARD
[Signature] JAMES SUTHERLAND

From: Enwin Utilities Ltd.

To: 5199665485

02/10/2010 11:17

#685 P.003/003

2010-02-10

COO/CU

Bishop, John M

RE: Request for Historical Billing Information (Water) for Account: 1633048048

WATER		Current Meter Number: W66940		
Service Address:		428 Parent Ave, Windsor		
Current Provider:		Windsor Utilities Commission		
Bill Period Ending	Billed Usage (CM)	Water Charges	Sewage Surcharge	Total Charges
2009-12-16	16.00	\$30.60	\$43.58	\$74.18
2009-11-17	18.00	\$31.78	\$44.20	\$75.98
2009-10-19	22.00	\$34.66	\$41.58	\$76.24
2009-09-18	25.00	\$36.69	\$42.42	\$79.11
2009-08-19	24.00	\$36.17	\$44.70	\$80.87
2009-07-21	16.00	\$30.75	\$45.54	\$76.29
2009-06-19	11.00	\$28.67	\$43.01	\$71.68
2009-05-21	12.00	\$29.04	\$43.56	\$72.60
2009-04-22	16.00	\$30.60	\$45.90	\$76.50
2009-03-20	10.00	\$28.28	\$42.42	\$70.70
2009-02-19	9.00	\$27.88	\$41.82	\$69.70
2009-01-22	25.00	\$34.06	\$51.09	\$85.15

Note: All water and water related charges are GST exempt

Questions regarding the above information should be forwarded to Customer Service Centre, EnWin Utilities Ltd., (519) 255-2727, Monday to Friday, 0800 to 1630 hours.

Yours very truly,

EnWin Utilities Ltd.

waterub.r01
E. & O.E.

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2. Term

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the sum of Three Hundred and Fifty Dollars (\$350.00), per month plus hydro, heat paid, , this rental has no parking. And no A/C

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4. Acceptance of Premises

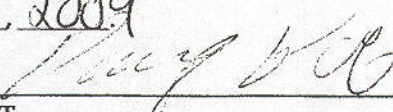
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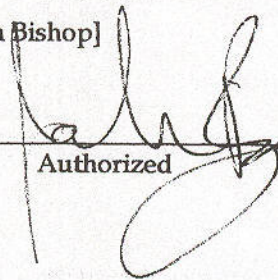
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By signing this document, I hereby confirm that I have read and understand the terms and conditions of this Lease and of any and all attachments and schedules which form part of this Lease and I hereby agree to such terms and conditions. I acknowledge receipt of a duplicate signed copy of this Lease.

DATED at _____ this 16 day of April, 2009

Witness TENANT 

[John Bishop]
By:  _____
Authorized