

ADDENDUM TO TENANCY AGREEMENT: EARLY TERMINATION OF LEASE

The Tenant acknowledges that the term of their tenancy is a “fixed term” commencing _____ (“Commencement Date”) which expires _____, 202__ (“Expiry Date”). This Tenancy shall not be terminated prior to the Expiry Date, subject to the provision set out below.

As an incentive to encourage the lease of the Rental Unit by the Tenant and to address the uncertainty surrounding the issuance of a Student Visa by the Government of Canada, the Landlord agrees to permit early termination of the tenancy under the following circumstances:

- (1) The Tenant may terminate the lease **prior to the Commencement Date** where the Government of Canada declines to issue a Student Visa to the Tenant at least sixty (60) days prior to the Commencement Date and the Tenant confirms same in writing to the Landlord at least sixty (60) days prior to the Commencement Date, along with suitable proof that the Government of Canada has declined to issue the Student Visa, the sufficiency of such proof will be in the sole discretion of the Landlord, acting reasonably, in which case, the Tenant will be entitled to a return of the Last Month’s Rent held on deposit with the Landlord; OR
- (2) The Tenant may terminate the lease **prior to the Expiry Date** where the Government of Canada declines to issue a Student Visa to the Tenant less than sixty (60) days prior to the Commencement Date, and the Tenant confirms same in writing to the Landlord, along with suitable proof that the Government of Canada has declined to issue the Student Visa to the Tenant, the sufficiency of such proof will be in the sole discretion of the Landlord, acting reasonably, in which case, the Tenancy will terminate on sixty (60) days’ notice and the Tenant will be obliged to pay the monthly rent for the notice period.

The Tenant hereby acknowledges receipt of this addendum this ____ day of _____, 20__

Name of Resident

Signature of Resident