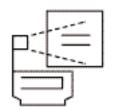
lesson four

living on your own



overheads

the costs of moving

moving-in costs can include:

- Rent for first month
- Rent for last month
- Security deposit
- Utilities deposit
- Telephone deposit

moving costs can include:

- Renting a truck
- Hiring movers
- Others?

preparing a budget



when preparing your budget, keep in mind:

- Your personal and financial goals
- Your income
- Your lifestyle
- Your fixed expenses
- Your flexible expenses
- Moving costs
- Moving-in costs
- The cost of setting up house or apartment

rule of thumb:

■ You should spend no more than 32% of your gross income on rent or mortgage payments.



budgeting to move

income	
Job #1	\$
Job #2	\$
Other	\$
Total income	\$
expenses	
fixed expenses	
Savings	\$
Rent/Board	\$
Car insurance	\$
Car payment	\$
Other	\$
flexible expenses	
Food/ Eating out	\$
Utilities	\$
Transportation	
Bus fare	\$
Gas and oil	\$
Parking and tolls	\$
Repairs	\$
Other	\$
Clothing	\$
Entertainment	\$
Personal items	\$
Medical (e.g., Rx)	\$
Household items	\$
Tuition/School expenses	\$
Other	\$
total monthly expenses ¹	\$

budgeting to move (continued)



moving-in costs	
Rent for first month	\$
Rent for last month	\$
Security deposit	\$
Utilities deposit	\$
Telephone deposit	\$
Moving costs	\$
Other	\$
total cost to move in ² cost of furnishing and equipping	\$ an anartment
Bedroom #1	\$
Bedroom #2	\$
Living room	\$
Dining room	\$
Kitchen	\$
Bathroom	\$
Other	\$
total cost ³	\$
Summary Total cost for first month (1+2+3)	\$



Personne and Oribert from Le2233 (American 1997) Minus Hayan Loans Page 1 0 2

This Indenture

made in duplicate the

day of

39

to pursuance of the Short Forms of Leans Act, the Lendord and Tenant Act and amendments.

Setawen

bereinafter called the "Leasor"

OF THE PIRST PART

and

hereitafter valled the "Lessne".

OF THE SECOND PART

and

Pushase / wife of the said Lessor bersicafter collect the "Spouse of the Lessor" OF THE TRIRD FART

Bitterseth—that in consideration of the rents, covenants and agreements bereinsfier reserved and contained on the part of the said Lessos to be paid, observed and performed, the said Lessos hath demised and lessed and by these presents DOTH demise and LEASE usin the said Lessos A.I. THAT messuage and tenement meated in the following municipality, samely.

and being composed of

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

a lease agreement (continued)



Representation Short Green Land
Page Late
Representation Representation (RO):

To early and in East of speciment and in the term of

to be computed from the day of one thousand nine bandred and one thousand nine bandred and one thousand nine humbred and

YEELDING AND PAVING therefor yearly and every pear during the said term unto the said lesser the som of \$\frac{3}{2}\$ of lawful money of Canada, without any deflection, definition or abelement whatsomer to be payable on the following says and times, that is to say:

The first of such payments to become due and to be made on the next.

day of

THE Lesses agrees to deposit with the Lesser the sum of \$\frac{3}{2}\$ rent, to be applied towards the last menth's cont of the term. The Lesser agrees to pay to the Lesses interest assumily incream at the rate of \$65 per annual. Subject always to Bectian \$5 of the Lumikest and Teamst Act, of the besses abandous or vacates the presides at any time prior to the expiration of the bersin term of lesses, the Lesser shall be permitted to retain absolutely the aforemid som of mency so deposited with the Lesser.

THE Lesses covernate with the Lesson:

to pay rent

to pay taxes, except for head improvements.

to pay weign rates and charges for give, electricity and telephone,

w maintain the precises in a state of chandless, and to repair may damage caused thereto by his own value or negligent conduct or that of passons who are permuted on the premises by him.

to keep up femore.

not to out down timber.

and to assign or sublet without the consent of the Lesser such consent not to be arbitrarily or unreasonably withhem. The Lessee about pay the beaser's reasonable expenses incurred thereby.

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

that he will leave the presides in good requir reasonable wear and fear 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 lighteing and tempest only excepted.

to promptly polify the Leasor of any repairs to be made by the Leasor, and upon giving prior notice is accordance with Section 93 of the Landbort and Tenant Act, the Leasor shall be permitted to enter and view the state of repair and to make any such repairs.

PROVIDED that the Lessee may remove his factures, if each 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.

PROVENESS that, where the premises become varant and so remain for a period of 30 days, it shall be presumed that the Lessec has abandened the premises and the Lesser may re-enter and take momentum possession of the premises.

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

PROVISC for re-entry by the Lessor on non-payment of rest or son-performance of covetiants, provided that such re-entry shall, at all times, by in accordance with the provisions of the Landlord and Tegant Act.



a lease agreement (continued)

Howard and Ollifon
Form (4727) (Amended Nov. 1997)

Short House Law Page 3 of

PROVIDED that, if the term hareing granted shall be at any time seized or taken in execution or extackment, by any ordifier of the Lesses, or if the Lesses shall make an assignment for the benefit of creditors, or becoming backgupt or insolvent shall take the benefit of any Act that may be in force for bankropt or insolvent debtors, the then current result together with the rent for three months thereafter, shall immediately become due and payable, all cobject to the previous of the landford and Teaner Act, as amended.

THE Lemon 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 bealth and safety standards required by law.

THE Laster revenuents with the said Lester for quiet enjoyment.

THE Lessee expended with the Lesser to permit the cald Lesser during the last menth of the currency of this lesse, to put up upon the said premises, potice of his intention to lesse the same; and also to becaute during the some time, much 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 or written softee to the Lessee, given at lesset tenty, four hours before the time of entry, which shall be dering daylight hours and specified in the notice.

IT IS HEREBY agreed between the parties hereto that if, spen the determination of the lease by effection of time, the Lesser pororits the Lesses to remain in possession of the premises and accepts reads it respect thereto, a tenancy from year to year shall not be created by implication of law, but the Lesses shall be descreed to be a monthly tesent only.

Sürike ond Black 40piScati)

AND the said spouse of the said Lasson besety consents to the transaction evidenced by this indecture.

IF IS REREBY declared and agreed that the expressions "Leasor" and "Leasor", wherever used in this Indentural shall, when the topolest allows, include he bladding on and cours to the benefit of not only the parties hereto, but also their respective executors, administrators and assigns.

AND is facther agreed between the parties hereto that wherever the singular and mascalline are used throughout this lesse they shall be construed as if the plural or feminine had been used, where the context or the party or parties bereto 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 bereunto set their hands and seals.

Signed, Scaled and Belivered in the presence of

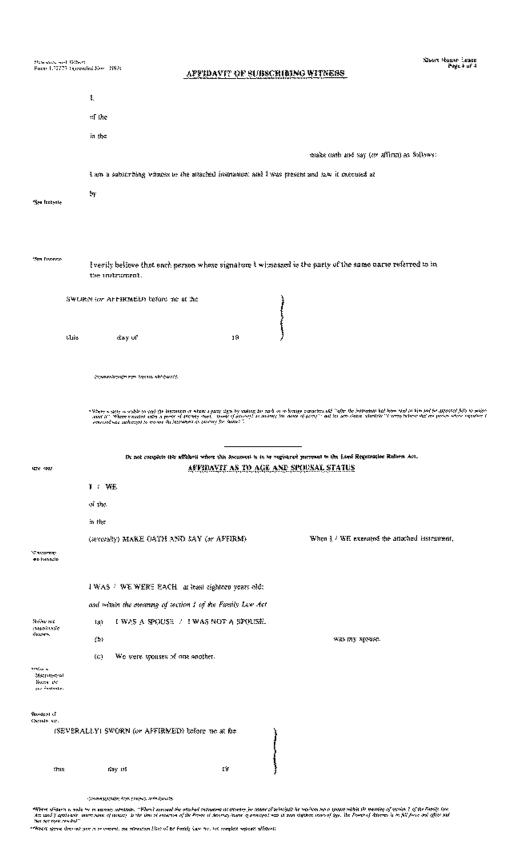
RECEIPT OF TENANCY AGREEMENT:

WE hereby acknowledge receiving a jupiticate original copy of the herein lease this day of

Lesson (Tomant) Lesson (Tomant)

a lease agreement (continued)







rights and responsibilities of tenants

tenant's rights:

- Withholding rent if the landlord doesn't make repairs in a reasonable amount of time.
- Safe and sanitary premises.
- No changes in terms and conditions for the length of the lease.
- Landlord cannot enter premises without the tenant's consent, or unless an emergency exists.

tenant's responsibilities:

- Paying rent on time.
- Using the rental for the purpose stated in the lease.
- Taking reasonable care of the property.
- Notifying the landlord if any major repairs are needed.
- Giving notice if leaving at the end of the lease.
- Giving notice if leaving before lease is up and paying rent for balance of lease if landlord can't find new tenants.
- Paying for any damage to the walls, floors, and furniture.
- Not making alterations that the landlord must fix later.
- Giving landlord a new set of keys if you change the locks.
- Paying all of rent if roommates move out and you stay.

rights and responsibilities of landlords



landlord's rights:

- Charging extra if rent is late (amount specified in lease agreement).
- Keeping part or all of the security deposit if you leave before the lease is up (as specified in the lease).
- Charging rent through the length of the lease even if you aren't living on the premises.
- Keeping all or part of security deposit if you damage walls, floors, or fixtures, or if you make alterations that have to be fixed after you move out.

landlord's responsibilities:

- Making repairs in a reasonable amount of time.
- Keeping premises safe and sanitary.
- Entering premises only at agreed-upon time to make repairs (unless there is an emergency), or to show the apartment to potential renters if you are moving out.
- Paying interest on deposit money.
- Collecting rent.
- Maintaining exterior grounds of building.

lesson four

living on your own



student activities

name:	date:



estimate the cost of your bedroom furnishings



directions

On a sheet of paper, prepare an itemized list of every major object in your bedroom, including furniture, linens, and other items. Then, estimate the cost of each item and answer the questions below.

łow	did the tot	al compare t	to what you	expected?	
For w	what items c	lid you unde	erestimate tl	he cost?	
For v	what items o	lid you overe	estimate the	e cost?	

name:	date:

calculate the cost of setting up an apartment or redecorating a home





directions

Each team member should pick one room (choices include kitchen, dining room, bedroom, living room, and bathroom). Research how much it would cost to furnish and equip the room. Consider various alternatives, including secondhand stores, garage sales, donations from family and relatives, etc.

What items did you include?
What was your source for each item?
What was the total cost?
How did the total compare to what you expected?

name:	date:
TIGHTIOT	



budgeting to live on your own or upgrade your lifestyle

Use this form to set up a budget that would allow you and your teammates to rent and furnish an apartment.

income	
Job #1	\$
Job #2	\$
Other	\$
total income	\$
fixed expenses	
Savings	\$
Rent/mortgage	\$
Car insurance	\$
Car payment	\$
Other	\$
flexible expenses	
Food/Eating out	\$
Utilities (heat, electricity, phone, cable)	\$
Transportation	
Bus fare	\$
Gas and oil	\$
Parking and tolls	\$
Repairs	\$
Other	\$
Clothing	\$
Entertainment	\$
Personal items	\$
Medical (e.g., Rx)	
Household items	\$
Tuition/School expenses	\$
total monthly expenses ¹	\$

budgeting to live on your own (continued)

Continue to calculate what you and your teammates would pay to rent and furnish an apartment.

moving-in costs	
Rent for first month	\$
Rent for last month	\$
Security deposit	\$
Utilities deposit	\$
Telephone deposit	\$
Moving costs	\$
total cost to move in ²	\$
cost of furnishing and equipping an ap	partment
Bedroom #1	\$
Bedroom #2	\$
Living room	\$
Dining room	\$
Kitchen	\$
Bathroom	\$
Other	\$
total cost ³	\$
summary	
total cost for first month (1+2+3)	\$

name:	date:
name.	uate.



would you sign this lease?



directions

Use the attached lease form to answer the following questions.

- 1. For which utilities, if any, does the landlord pay?
- 2. If you were to fall down a wet flight of stairs and break your leg while in the apartment building, could you hold the landlord legally responsible for your medical bills?
- **3.** If you break any provision of the lease, what recourse does the landlord have?
- **4.** What terms and conditions apply if you choose to stay after the lease has expired?
- **5.** If the landlord changes (or waives) any provision in the lease, how are the other provisions affected?
- **6.** If you want to let the landlord know you are moving out, what must you do?
- 7. Is there anything in this lease you would change?
- 8. Would you add any provisions to this lease?

lease agreement



lease

1. Parties/Premises:

This Lease is made this <u>27th of August</u>, <u>2000</u>, by and between <u>Alice Chan</u> (herein referred to as "Landlord") and <u>Tim Baker</u> (herein referred to as "Tenant"). Landlord hereby leases to Tenant certain real property situated in the City of <u>Toronto</u>, Province of <u>Ontario</u>, commonly known as <u>123 Main Street</u> and described as <u>Two Bedroom Apartment</u> (hereinafter called the "Premises").

2. Term:

The term of this Lease shall be for <u>one year</u> commencing on <u>September 1, 2000</u>, and ending on <u>September 1, 2001</u>.

3. Rent:

Tenant shall pay to Landlord as rent for the Premises the sum of \$850.00 dollars per month, on the first day of each month. Rent shall be payable without notice or demand at the address as the Landlord may designate to Tenant in writing.

4. Utilities:

Tenant shall make all arrangements and pay for all gas, heat, light, power, telephone, and other utility services supplied to the Premises and for all connection charges.

5. Hold Harmless:

Tenant shall hold Landlord harmless from any and all claims arising from Tenant's use of the Premises. Except for Landlord's wilful or grossly negligent conduct, Tenant assumes all risk of damage to property or injury to persons in or about the Premises.

6. Default:

If Tenant shall default and breach any covenant or provision of the Lease, then the Landlord, after giving the proper notice required by law, may re-enter the Premises and remove any property and any and all persons therefrom. The undersigned Resident(s) whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this rental agreement.

7. Holding Over:

If Tenant, with the Landlord's consent, remains in possession of the Premises after expiration of this Lease, such possession shall be a tenancy from month-to-month at a rental in the amount of the last month's rent. Tenant must notify Landlord in writing at least sixty days prior to evacuating the Premises, unless otherwise stated in the lease agreement. All other provisions remain the same.

Waivers:

No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof.

Landlord By:	Tenant By:	
Alice Chan	Tim Baker	
signature	signature	_

name:	date:
namo.	



would you sign this rental agreement?



directions

Use the attached rental agreement form to answer the following questions.

- 1. Except in an emergency, how much notice must the landlord give you before entering your apartment?
- 2. What must you do if you want to alter the apartment in any way?
- **3.** Under what circumstances may the landlord withhold your security deposit?
- **4.** After you move out of the apartment, how long does the landlord have to return your security deposit (assuming you leave the apartment clean and in good condition)?
- **5.** What recourse, if any, does the landlord have if you sublease the apartment without prior consent?
- 6. You rent the apartment with a friend, and you both sign the rental agreement. Then, you decide to move out but do not notify the landlord. At a later date, your former roommate defaults on the rent. Can the landlord hold you legally responsible?
- 7. Is there anything in this rental agreement you would change?
- **8.** Is there anything you would want to add to this rental agreement?

rental agreement



rental agreement (month-to-month)

This agreement is entered into this <u>23rd day of December</u>, <u>2001</u>, by and between <u>Anna Numekevor</u> "Owner" (Landlord) and <u>Faheem Singh</u> "Resident" (Tenant), hereafter referred to as "the parties."

IN CONSIDERATION OF THEIR MUTUAL PROMISES THE PARTIES AGREE AS FOLLOWS:

- 1. Owner rents to Residents(s) and Resident(s) rents from Owner, for residential use only, the following "premises" known as: 325 Shady Lane, Canmore, Alberta.
- 2. Rent is due in advance of the first day of each and every month, at \$600.00 per month, beginning on the first day of January, 2002. If any rent shall be due and unpaid five (5) or more days after the due date, or if default shall be made by Resident(s) in any of the other covenants herein contained, then Owner, at his option, may terminate the tenancy by law.
- **3.** Owner is given the right to enter and/or inspect the apartment for the following purposes:
 - (a) In case of emergency.
 - **(b)** To make necessary repairs or improvements, supply necessary services, or exhibit the dwelling unit to prospective or actual purchasers, tenants, or contractors.
 - (c) When Resident(s) has abandoned or surrendered the premises. Except in cases of emergency, or if it is impractical to do so, Owner shall give Resident(s) reasonable notice of his intent to enter. Twenty-four hours shall be presumed to be reasonable notice.
- **4.** No pets, barbecues, or dangerous items shall be kept or allowed in or about the premises without Owner's written permission.
- **5.** No alterations or decorations shall be made by Resident(s) without Owner's prior written consent. Any improvements to the premises shall become property of Owner at the end of the tenancy.
- **6.** Resident(s) shall pay for any damage or injury to any portion of the premises, common areas, furnishings, fixtures, or appliances, or for personal injury caused by Resident(s).
- **7.** Resident(s) shall pay for all utilities, services, and charges, if any, made payable by or predicated upon occupancy of Resident(s), except monthly water and garbage bills.
- **8.** Resident(s) shall deposit with Owner, as a security deposit, the sum of \$600.00. Owner may claim and withhold of the security deposit, only such amounts as are reasonably necessary to remedy Resident(s) defaults as follows:
 - (a) in the payment of rent, or
 - (b) to repair damages to the premises, if necessary, upon termination of the tenancy. No later than two weeks after Resident(s) has vacated the premises, Owner shall furnish Resident(s) with an itemized written statement of the basis and the amount of any security and shall return any remaining portion of such security to Resident(s).
- **9.** Resident(s) shall neither assign nor sublet these premises or any part thereof or otherwise permit others to occupy the apartment without written consent of Owner. This clause is a special consideration for this contract and its violation shall result in termination of this contract.
- **10.** The undersigned Resident(s) whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this rental agreement.

The	The undersigned Resident(s) acknowledges having read and understood the foregoing.					
	Owner:	Resident:				
	Anne Numekevor	Faheem Singh				
	signature	signature				



would you sign this lease? answer key



directions

Use the attached lease form to answer the following questions.

- 1. What utilities, if any, does the landlord pay for?

 According to the lease, the landlord doesn't pay for any of the utilities.
- 2. If you were to fall down a wet flight of stairs and break your leg while in the apartment building, could you hold the landlord legally responsible for your medical bills?

 Only if you could prove the landlord was "wilfully and grossly" negligent.
- 3. If you break any provision of the lease, what recourse does the landlord have?

 The landlord, after giving proper notice required by law, may enter the Premises and remove any property and any persons therefrom in the manner allowed by law.
- **4.** What terms and conditions apply if you choose to stay after the lease has expired?

 Tenancy becomes month-to-month at a rental in the amount of the last month's rent. All other terms and conditions remain the same.
- **5.** If the landlord changes (or waives) any provision in the lease, how are the other provisions affected? *All other provisions of the lease stay the same.*
- **6.** If you want to let the landlord know you are moving out, what must you do? *Notify the landlord, in writing, at least 60 days before you plan to move out.*
- 7. Is there anything in this lease you would change?
- **8.** Would you add any provisions to this lease?

would you sign this rental agreement?



answer key



directions

Use the attached rental agreement form to answer the following questions.

Except in an emergency, how much notice must the landlord give you before entering your apartment?

24 hours.

2. What must you do if you want to alter the apartment in any way?

Obtain written consent from the Owner.

Under what circumstances may the landlord withhold your security deposit?

A landlord can withhold a "reasonable and necessary" amount to remedy the following defaults: payment of rent, to repair damages to the premises caused by Residents, exclusive of ordinary wear and tear, or to clean the premises, if necessary, upon termination of tenancy.

After you move out of the apartment, how long does the landlord have to return your security deposit (assuming you leave the apartment clean and in good condition)?

No more than two weeks.

- 5. What recourse, if any, does the landlord have if you sublease the apartment without prior consent? The landlord can terminate your lease.
- You rent the apartment with a friend, and you both sign the rental agreement. Then, you decide to move out but do not notify the landlord. At a later date, your former roommate defaults on the rent. Can the landlord hold you legally responsible?

Yes. There is a clause that states: "The undersigned Resident(s) whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this rental agreement."

- Is there anything in this rental agreement you would change?
- Would you add any provisions to this rental agreement?

name:	_ date:	



create an apartment handbook



- 1. Interview your family and friends about:
 - How much it costs to rent an apartment.
 - How costs are divided up among roommates.
 - The pros and cons of having roommates.
 - How to read and interpret a lease.
 - What it costs to furnish an apartment.
 - Setting up and sticking to a budget.

 findings. As a class,	·	Ü	

name:	date:	

selecting an apartment





Compare two or three different rental units based on the following factors:

location

Place of employment, schools, churches, synagogues, shopping, public transportation, recreation, parks

building exterior

Condition of building, grounds, parking availability, recreation facilities

building interior

Exits, security, hall maintenance, condition of elevators, access to mailboxes

apartment layout and facilities

Condition, size, closets, carpeting, appliances, type of heat, air conditioning, plumbing, water pressure, storage area, room size, doors, locks, windows

financial aspects

Rent amount, length of lease, security deposit, utilities, other costs



lesson four quiz: living on your own

tru	ıe-fals	е			
1.		An electric bill is commonly considered a fixed living expense.			
2.		A security deposit covers the rent for the first month when moving into an apartment.			
3.		A roommate may reduce the financial burden of renting an apartment.			
4.		Saving money for a down payment to buy a house is usually considered a short-term goal.			
5.		A lease is designed to protect the rights of both a tenant and a landlord.			
mu	ltiple	choice			
6.		A common flexible expense associated with apartment renting is: A. a security deposit. B. apartment insurance. C. electricity. D. rent.	8. 9.		 A common moving-in cost for an apartment would be: A. a down payment. B. building insurance. C. real estate taxes. D. a security deposit. A long-term goal would be to:
7.		A deposit refers to money held to cover possible damage in an apartment. A. cleaning B. security C. telephone D. utilities	10.		 A. rent an apartment. B. own an apartment building. C. move to a larger apartment. D. buy additional furniture. The agreement between a renter and a landlord is a: A. security deposit. B. mortgage. C. lease.

case application

Helga recently completed high school. She is working full time and taking courses in the evening and on weekends at a local community college. Since she is making a good income, Helga wants to get an apartment. She believes this would give her more privacy to study, resulting in higher grades and a better chance to transfer to a top college or university. What would you recommend in this situation?

D. deed.

lesson four quiz: living on your own answer key



true-false

- 1. f An electric bill is commonly considered a fixed living expense.
- 2. <u>f</u> A security deposit covers the rent for the first month when moving into an apartment.
- 3. t A roommate may reduce the financial burden of renting an apartment.
- **4.** __f__ Saving money for a down payment to buy a house is usually considered a short-term goal.
- **5**. \underline{t} A lease is designed to protect the rights of both a tenant and a landlord.

multiple choice

- 6. C A common flexible expense associated with apartment renting is:
 - **A.** a security deposit.
 - **B.** apartment insurance.
 - **C.** electricity.
 - **D.** rent.
- 7. B A deposit refers to money held to cover possible damage in an apartment.
 - A. cleaning
 - B. security
 - **C**. telephone
 - **D.** utilities

- 8. D A common moving-in cost for an apartment would be:
 - A. a down payment.
 - **B.** building insurance.
 - C. real estate taxes.
 - **D.** a security deposit.
- 9. $B \cap A$ long-term goal would be to:
 - A. rent an apartment.
 - **B.** own an apartment building.
 - **C**. move to a larger apartment.
 - **D.** buy additional furniture.
- 10. C The agreement between a renter and a landlord is a:
 - **A.** security deposit.
 - **B.** mortgage.
 - C. lease.
 - **D.** deed.

case application

Helga recently completed high school. She is working full time and taking courses in the evening and on weekends at a local community college. Since she is making a good income, Helga wants to get an apartment. She believes this would give her more privacy to study, resulting in higher grades and a better chance to transfer to a top college or university. What would you recommend in this situation?

While an apartment may be an appropriate decision, Helga must also consider other factors. Since she works and goes to school, the apartment may not be used much. Also, by living at home, she would be able to save more money for future educational costs.