

The Corporation of
THE TOWNSHIP OF TEMAGAMI

BY-LAW NO. 78-24

Being a by-law to adopt a
pro-forma lease for the
rental of sites in the
Provincial Trailer Park

WHEREAS the Corporation of The Township of Temagami
wishes to enter into an agreement with the Crown.

THEREFORE BE IT ENACTED AS FOLLOWS:

1. • That the lease agreement^{ATTACHED} hereto as a Schedule to this
by-law be adopted as the leasing arrangement for the
rental of trailer park sites in the Provincial Trailer
Park by the Corporation as Landlord.
2. • That the leases shall be executed on behalf of the
Corporation by the Reeve and Clerk-Treasurer under
the seal of the Corporation as authorized or ratified
by resolution.

Read a First, Second and Third time

this 13th day of JUNE 1978


Reeve


Clerk-Treasurer

THIS Th <CY AGREEMENT
made (in duplicate) the day of 19

IN PURSUANCE OF THE SHORT FORM OF LEASES ACT and
THE LANDLORD AND TENANT ACT AND AMENDMENTS THERETO

BETWEEN

THE CORPORATION OF THE TOWNSHIP
OF TEMAGAMI

hereinafter referred to the "Landlord"

AND

hereinafter referred to as the "Tenant"

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord trailer site No: in the Municipaly operated Trailer Park referred to as "the site"
2. The Tenant agrees to occupy the site for a term of one month beginning on the first day of and ending on the day of the said month.
3. The rent and monthly portion of municipal and school taxes as estimated by the Landlord shall be payable in advance to the Landlord on the first day of each and every month at the Landlord's office as follows:

For rented site \$ per month.

For taxes \$ per month.

The Tenant agrees to a pro rated reht of \$ which is to be paid in advance to cover tie period from the day of 19 to the day of 19 . Any occupancy granted during this period shall be subject to the term? and conditions of this Tenancy Agreement.

78.23.24

4. The Tenant covenants with the Landlord to pay rent and maintain the site in a satisfactory condition, not to permit garbage and other debris to accumulate, and not to cut down timbers.

5. ♦ The Tenant agrees to pay all costs and rates for the following services applicable to the rented site: Electricity - including the fee as charged by the Hydro Electric Power Commission for the connecting inspection.

The Landlord does not warrant the condition of electrical service from the meter for the service to the trailer service box subsequent to August 1st, 1978. Any expense involved in the repair or replacement of such service shall be the responsibility of the Tenant. On vacating the site, the installation shall be disconnected from the trailer service box under the supervision of the H.E.P.C., and the installation shall not be further removed.

6. The Tenant agrees to use the site for the location of his trailer and the occupation thereof for residential use and for no other purpose.
7. The Tenant agrees to advise the Landlord as to the time and date he proposes to locate his trailer upon the site and the time and date he proposes to vacate the site. Damages to the site, roads, and driveway occasioned by the locating or removal of the trailer shall be estimated by the Landlord and be paid forthwith by the Tenant.
8. The Tenant agrees to observe and comply with, the Regulation in Schedule "A" attached hereto.

9. This Tenancy Agreement shall automatically expire at the end of the term. An overholding by the Tenant shall be on a monthly tenancy basis, subject to the terms and conditions as set out herein, or subject to such other terms and conditions for said monthly tenancy as may from time to time be mutually agreed upon between the Landlord and Tenant. A notice to terminate a monthly tenancy either by the Landlord or by the Tenant shall be given on or before the last day of one month of the tenancy to be effective on the last day of the following month of the tenancy.

10. A The Landlord covenants with the Tenant for quiet enjoyment and to pay the water and sewage services rate.

IN WITNESS WHEREOF the Landlord has hereto affixed
its seal under the hand of its proper officers, and
the Tenant has hereunto set his hand and seal

SIGNED, SEALED AND DELIVERED AT TEMAGAMI
this day of 19

The Corporation of the Township of Temagami

Reeve

Clerk-Treasurer

WITNESS -

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)
)

Tenant

APPROVED - Resolution No.

dated

ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT

I/We the Tenant(s) hereby acknowledge receipt of
a duplicate executed copy of the written Tenancy
Agreement

Dated at Temagami the

day of

19

WITNESS

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Tenant

SCHEDULE "A"

REGULATIONS

1. No more than one trailer or mobile home may be located on any site. All trailers or mobile homes shall be skirted to the ground and the skirting painted.
2. No building or structure of any nature shall be erected on any site except:
 - (a) A utility shed, or in lieu thereof, a one-car garage which shall not exceed a maximum of 10 feet in height, a maximum of 14 feet in width and maximum of 20 feet in length. The front of the utility shed or garage shall not extend beyond the rear of the trailer or mobile home.
 - (b) (1) An addition or porch not exceeding the height or floor area of the trailer with the trailer itself forming one of the walls of the addition, and providing it does not extend beyond the front or rear of the trailer. The addition or porch shall contain a front exit door; and also a rear exit door if the trailer contains only one door or if all the trailer doors are covered by the addition.

(2) If any heating appliance is to be installed, the written approval of the Fire Chief shall be obtained.
3. A building permit shall be obtained from the Building Inspector before any construction or erection is commenced. The type and grade of exterior cladding shall be stipulated in the application for the permit and is subject to the approval of the Building Inspector. Upon installation the cladding shall be painted or otherwise refinished in a satisfactory manner. All construction and erections shall be completed within 30 days of the issuance of the permit. All material shall be of a good grade.

Schedule "A"
REGULATIONS (continued)

4. Trailers and mobile homes, including additions to porches, shall be located to maintain a minimum set-back from the street line of 15 feet, and from the rear of the site, a minimum of 20 feet, and from the one side line of the site a minimum of four feet and from the opposite side line, a minimum of 8 feet. All other structures may be located a minimum distance of 4 feet from the side line and rear line.
5. No unused and discarded motor vehicles, (including motorized snow vehicles) boats, or appliances or similar equipment shall be located or stored unless in the storage shed or garage. No outside storage is permitted in the front yard. One fish hut per site may be stored at the rear of the site, but no closer than four feet from the rear of the side line.
6. No fences shall be erected over a height of four feet and shall be constructed of permanent materials and maintained in a neat and visually attractive manner. No fences shall be erected nearer to the street line than 10 feet.