

**Town of Gravelbourg  
August 24, 2020 - Special Meeting - 08:00 PM**

- 1 Meeting Called To Order**
- 2 Adoption of Agenda**
- 3 New and Other Business**
- 3.1 Lease Agreement
  -  Report Lease Agreement 1
  -  Resolution Lease Agreement 1
  -  Poster in convent 2
  -  Draft Lease Agreement 3
- 4 Committee of the Whole, Closed Session**
- 5 Reconvene to Council**
- 6 Adjournment**



# VILLE DE - TOWN OF GRAVELBOURG

## Finance and Administration

### Report

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To: Mayor and Council  
From: Joan Corneil, CAO  
Date: Aug 20, 2020  
Subject: Convent lease Agreements

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#### Options:

1. Receive and file
2. That Council directs administration to notify all tenants of the convent classrooms, current and future, that a lease agreement must be signed.
  - a tenants of the convent are to remit a monthly amount of (TBD) to the Town for the cost of janitorial and maintenance services.
  - b All children of tenants must be supervised and accompanied by an adult should they leave the tenants premises.
  - c There will be no term attached to the lease, however 30 days' notice will be given should the need arise to vacate the premises.
3. That Council directs administration to notify all tenants, current and future, that a lease agreement must be signed.
  - a tenants are to arrange a schedule for cleaning or pay to have the premises cleaned on a weekly basis.
  - b All children of tenants must be supervised and accompanied by an adult should they leave the tenants premises.

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- c There will be no term attached to the lease, however 30 days' notice will be given should the need arise to vacate the premises

#### 4. Other (Council)

**Background:** The Town has rented out Convent classrooms on an adhoc basis with no formal written agreement between the Town and the tenants. The practice of renting in this manner appears to have been an initiative of a Property Management Committee.

The Town had set the rental rates. See attached resolution. The rates are more than reasonable and does not allow for the Town to cover janitorial duties. This has been clearly explained to tenants prior to tenancy.

It has been brought to administrations attention that the common areas, hallways, bathrooms etc, are not being maintained and it has fallen on a limited number of tenants to do the maintenance and cleaning. There are also reports of unsupervised juveniles in the building.

**Discussion:** The maintenance of the common areas should be shared equally amongst the tenants. Administration has posted signs regarding this on all the tenants' rooms, (attached) with little to no success.

Unsupervised juveniles create a liability for the Town. There should be no access to any other part of the building by children as it may unsafe.

#### **Financial Implications:**

#### **Attachments:**

1. Rental rates
2. Poster
3. Draft agreement

**Conclusion:** The Town is at risk without an agreement that sets out the rules and the implications of not following them. The maintenance of the common areas should be shared equally with the tenants.

**Respectfully submitted,**



**Joan Corneil, CAO**

# TOWN OF GRAVELBOURG

209 Main Street , Gravelbourg , Saskatchewan , S0H 1X0  
Tel: (306) 648-3301  
<http://www.gravelbourg.ca/>

August 8, 2019

## RESOLUTION

**Agenda Item # 8.1 Kristina Ratzlaff**

**Resolution # 2019-0372**

**Moved By :** Toos Giesen-Stefiuk

**Seconded By :** Andre Lorrain

That rent for classroom space at the old convent be set at \$2.29 per square meter and that current tenants remain at the rate they are currently being charged.

**Carried**

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**Mayor**  
**Town of Gravelbourg**



## Reminder to all room renters

Please show some respect for this building and property.  
This is a shared space looked after by all those  
who rent rooms.

If something looks dirty, please do your part in keeping it  
clean and tidy (hallways entrance, washrooms).

Please do not let your children run in the hallways as it is  
again a shared space. Be considerate of others.

Please remember to turn off your room lights and main  
hallway light before leaving.

Thank you

**Gravelbourg Convent Classroom  
Commercial Lease Agreement**

**BETWEEN:**

The Town of Gravelbourg  
Box 359  
Gravelbourg, Saskatchewan  
S0H 1X0  
**(Hereinafter called the "Town" or "the Landlord")**

**AND:**

**(Hereinafter called "the Tenant")**

**WHEREAS** the Landlord is the owner of the property located at 09 Arthabasca Street and known as the Gravelbourg Convent

**AND WHEREAS** the Tenant wishes to lease the a room(s) in the building (hereinafter "the Leased Premises");

**NOW THEREFORE** the parties agree, each with the other, as follows:

**1. TERM**

The tenant will operate the Leased Premises from (Insert date) until such time as the Town gives notice to vacate, that Notice shall not be less than 30 days notice unless the Notice to Vacate is given under clause 2.q).

The Tenant is aware that the premises are on the market for sale.

**2. TENANT'S COVENANTS AND OBLIGATIONS**

- a) Tenant's use of the Leased Premises shall be in a lawful, careful, safe and proper manner and the Tenant shall carefully preserve, protect, control and guard the same from damage. Tenant shall not use the parking area or the ingress and egress area of the Leased Premises in an unreasonable manner so as to interfere with the normal flow of traffic.
- b) Tenant will carry their own property insurance and provide proof of such insurance prior to occupancy or in the case of current tenants, must provide same upon signing of this lease. The tenant acknowledges that the Town Property Insurance does not cover Tenant property.
- c) Tenant will not allow unsupervised juveniles to access any part of the building other than their own premises. All juveniles must be accompanied by an adult when leaving the tenants premises.
- b) Tenant is to maintain and keep at its own expense the Leased Premises in as good order and condition as they would be kept by a reasonably careful owner and not to let paper, refuse, garbage or other loose or objectionable material accumulate on the Leased Premises. The Tenant is further responsible for all cleaning and janitorial services, as well as snow removal in the front and rear of the Leased Premises.

- c) No assignment or pledge of this lease or sublease of the Leased Premises shall occur
- d) Not to do or omit or permit to be done on the Leased Premises anything that will cause the rate of insurance on the building to be increased, and if the rate of insurance on the building shall be increased by reason of the use made of the Leased Premises or anything done or omitted to be done by the Tenant or anyone permitted by the Tenant to be on the Leased Premises, the Tenant will pay to the Landlord on demand the amount of such increase.
- e) Tenant will ensure that all lights are turned off when they vacate the premises for the day as the costs of the utilities are borne by the Town. Tenant shall also provide all replacement light bulbs on the Leased Premises.
- f) If the furnace or any other apparatus used for the purpose of heating or air conditioning the Leased Premises, or if the water pipes, drainage pipes, electric lighting, windows or other equipment of the Leased Premises are out of repair or become damaged or destroyed through the negligence, carelessness or misuse by the Tenant, his servants, agents or employees, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant who shall pay the same to the Landlord as additional rental forthwith on demand.
- g) The Tenant shall, at its sole cost and expense, keep and maintain the Leased Premises, snow and ice removal, interior maintenance of floors, doors, toilets, etc. and all other elements of systems of the Leased Premises, in a condition and repair similar to its original condition and repair, reasonable wear and tear expected.
- h) The Tenant shall comply with all provisions of law including federal and provincial legislation, building and other civic bylaws and all other governmental and municipal regulations relating to its use of the Leased Premises.
- i) The Tenant shall indemnify the Landlord for, defend Landlord against, and save Landlord harmless from any liability, loss, cost, injury, damage or other expense that may occur or be claimed by or with respect to any person or property on or about the Leased Premises resulting from the use, misuse, occupancy, possession, or unoccupancy of the Leased Premises by the Tenant, its agents, employees, licensees, invitees or guests. Except where any loss, cost, injury or damage is the result of Landlord's sole fault or negligence, Landlord shall not have any liability for any loss, cost, injury or damage to the Leased Premises, to the Tenant or Tenant's employees, agents, licensees, invitees or guests or to any property of such persons.
- j) The Tenant shall have the right to make, at no expense to the Landlord, improvements or alterations to the Leased Premises provided that:
- No alteration shall be made without the prior written consent of the Landlord.
  - Any alteration shall be made in good workmanlike manner and in compliance with all laws, ordinances, regulations, codes and permits;
  - That the Tenant shall hold Landlord harmless from and against any liens and claims for work, labour or materials supplied to the Leased Premises at the direction of the Tenant and in the event that any such liens or claims shall be filed for work, labour or materials supplied to the Leased Premises at the direction of the Tenant, the Tenant shall, at Landlord's option, either escrow an amount equal to the amount of the lien or claim being filed, or obtain a bond for the protection of Landlord in an amount not less than the amount of the lien or claim being filed; and
  - Any alteration shall become and remain the property of the Landlord unless the Landlord otherwise agrees in writing.
- k) The Tenant shall have the right to install and operate, at its sole cost and expense, any sign or signs on the

Leased Premises with approval from the Landlord. Such sign(s) shall not be in violation of any law, statute or ordinance and the Tenant shall have the right to remove the same, provided that the Tenant must repair any damage to the Leased Premises caused by such removal.

- l) At the expiration or termination of this lease, to peaceably surrender and give up the Leased Premises without notice from the Landlord, any right or notice to quit or vacate being expressly waived by the Tenant, any law, usage or custom to the contrary notwithstanding.
- m) The Tenant shall not assign this Commercial Lease Agreement or sublet the Leased Premises or any part thereof.
- n) The Tenant is responsible for the all payments, wages, remittances and deductions, including Employment Insurance, Workers Compensation, and Canada Revenue Agency issues, respecting employees of the tenant and specifically indemnifies the Landlord with respect to any claims respecting same.
- o) Any notice, communication, request or other document or demand required or desired to be given to the Landlord shall be in writing and mailed to the address of the Landlord.
- p) The Tenant shall pay to the Landlord a lease fee of \$2.29 per square meter or other as noted in Council resolution #2019-0372
- q) The Tenant acknowledges that any breach of this contract may result in eviction of the premises. Notice of such eviction shall be posted on the Tenant's entry and will be effective three business days from the date published on the Notice.

### **3. LANDLORD'S COVENANTS AND OBLIGATIONS**

- a) That if the Tenant observes and performs each and every one of the covenants, conditions, restrictions and stipulations hereunder, the Tenant may peaceably and quietly possess and enjoy the Leased Premises during the term without any interruption from the Landlord.
- d) That the Landlord will pay promptly all rates, charges and assessments during the term other than such obligations which the Tenant has expressly agreed to pay specifically liability and personal property insurance.
- e) The Landlord will repair and maintain the Leased Premises, exterior walls, roof structure, foundation, structural and operational parts (cooling, heating, plumbing equipment and fixtures) and pay for all maintenance of all utilities during the lease term and any extension thereof.
- f) The Landlord shall have the right to enter upon the Leased Premises at all reasonable times for the purpose of inspecting the same; provided however that the Landlord shall not unreasonably interfere with the Tenant's use of the Leased Premises.
- g) Any notice, communication, request or other document or demand required or desired to be given to the Tenant shall be in writing and mailed to the address of the Tenant.

### **4. LAWS OF THE PROVINCE APPLY**

- 4.1 This lease shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Saskatchewan.



**5. CAPTIONS**

5.1 The captions appearing within the body of this lease have been inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this lease or of any provision hereof.

**6. TIME OF THE ESSENCE**

6.1 Time shall be in every respect the essence of this agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015 at Town of Gravelbourg, in the province of Saskatchewan.

**Town of Gravelbourg**

**Tenant**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

