



Date:	09/06/2021
Refer to:	Not Applicable
Meeting Date:	June 14, 2021
Action:	null
Notes:	COW - PRF
Copies to:	

Township of Brock Interoffice Memorandum

To: Mayor and Members of Council

From: Maralee Drake, Deputy Clerk

Subject: Lease Agreement between The Corporation of the Township of Brock and Amira Kianianthra Physiotherapy Professional

Date: Wednesday, June 9, 2021

On December 3, 2012 The Corporation of the Township of Brock entered into a Lease Agreement with Amira Kianianthra for space at the Beaverton-Thorah Medical Centre. The lease included Schedule A "Cattels Owned by the Township of Brock".

This Schedule continued to be included in the lease as it has been renewed between the years of 2012 and 2021.

Staff have been in contact with Ms. Kianianthra and her staff to renew the lease agreement and in discussions have been advised that there are a number of discrepancies with the equipment as contained in Schedule A.

A copy of the lease agreement is included as attachment No. 1 to this memo.

On Schedule A of the lease there are notes with respect to the discrepancies.

Staff are requesting direction from Committee on how to proceed.

End of Memorandum

Respectfully submitted,

Maralee Drake
Deputy Clerk

THIS INDENTURE made in quadruplicate this ____ day of _____, 2021.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

B E T W E E N: **THE CORPORATION OF THE TOWNSHIP OF BROCK**

Hereinafter called the LESSOR

OF THE FIRST PART

AND

AMIRA KANIANTHRA PHYSIOTHERAPY PROFESSIONAL CORPORATION

Hereinafter called the LESSEE

OF THE SECOND PART

1. WITNESSETH that in consideration of the rents, covenants and agreements herein reserved and contained on the part of the Lessees, the Lessor doth demise and lease unto the Lessee for use and occupation as a physiotherapy offices and treatment rooms, and for no other purpose, all those certain premises (herein called the premises) forming part of the Lessor's building known as the Beaverton Thorah Health Centre, and described as the premises in Area C, as shown on the sketch attached hereto, along with other occupants of the said health centre, of the common areas of the said health centre.
2. TO HAVE AND TO HOLD the premises for the term of five (5) years, to be computed from the 1st day of January, 2019, paying therefor monthly and every month during the said term unto the Lessor the sum of \$1009.39 to be payable on the 1st day of each and every month. In each of the subsequent four (4) years, the rent shall be adjusted annually in accordance with the consumer price index. The parties acknowledge that the Harmonized Sales Tax shall be paid by the Lessee on all rents. Further, the Lessee shall be responsible for the payment of all caretaking costs for the Lessee's proportionate share of the common areas.
3. THE LESSOR COVENANTS with the Lessee that provided the Lessee duly and regularly pays the said rent and performs all and every covenant, proviso and agreement contained herein and on the part of the Lessee to be paid and performed, the Lessor will, at the expiration of this term (at the cost of the Lessee and upon the Lessee's written request mailed by registered post to, or delivered to, the Lessor), and not later than ninety (90) days before the expiration of the said term, grant to the Lessee a further renewal Lease of the said lands and premises, at a rent to be negotiated and settled not later than thirty (30) days prior to the expiration of the said term.
4. THE LESSEE COVENANTS with the Lessor:
 - (a) To pay rent.

- (b) At its sole cost and expense, shall maintain, complete all caretaking duties and keep in a good and substantial state of cleanliness, the physiotherapy office and treatment rooms (Area C) to the satisfaction of the Lessor.
- (c) To keep the leased premises in a neat and tidy condition, and save as hereinafter mentioned to repair, reasonable wear and tear and damage by fire, lightning, tempest, water and steam only excepted, and that the Lessor may enter and view state of repair, and that the Lessee will repair according to notice in writing reasonable wear and tear and damage by fire, lightning, tempest, water or steam, as aforesaid, only excepted.
- (d) The Lessee will not assign or sublet without leave, such leave not to be unreasonably withheld. Provided that the Lessee remains the principal occupant of the said premises, the Lessee shall have the right to assign or sublet the premises to a management company at any time during the currency of this lease or any renewal thereof without the consent of the Lessor.
- (e) Subject to the conditions set out in paragraph 4 (d), the Lessee covenants not to assign, sublet or part with the possession of the premises or any part thereof or part with or share the Lessee's possession or occupation of the premises with any other associations, businesses, or volunteer groups without first obtaining the consent in writing of the landlord.
- (f) The Lessee covenants that in the event of an assignment or sublease, each assignee or subtenant shall covenant with the Lessor to operate on the leased premises only the business set out in paragraph 1 and no other business, to carry on such business in the way its assignor or sublessor was bound to carry on such business and to be bound by all the terms and conditions of this Lease to which its assignor or subtenant was bound.
- (g) The Lessee will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning, tempest, water or steam, as aforesaid, only excepted.
- (h) The Lessee will not carry on any business on the premises which shall be deemed a nuisance, or be improper, noisy or contrary to law, or any by-law of the Township of Brock, for the time being in force, or by which the premises of any building thereon shall be injured, or by which the rate of insurance on the block or building shall be increased or any insurance rendered void or voidable.
- (i) To pay any business and property taxes levied as a result of occupation and use of the said premises by the said Lessee.
- (j) The Lessee will be responsible for the costs associated with any leasehold improvements including painting, carpeting and personal remodeling. The Lessee shall not without the Lessor's prior written approval otherwise make any significant structural change, alteration, repair, addition or improvement to the leased premises. The Lessee shall submit to the Lessor adequate details of any proposed work, which requires the Lessor's approval including

drawings and specifications conforming to good engineering practice, which have been prepared by qualified designers.

- (k) The Lessee acknowledges that the furnishings and physiotherapeutic equipment as noted in Schedule "A" is the property of the Lessor which the Lessee will be entitled to use on an "as-is" basis as part of this Lease. Should the Lessee break or misuse the furniture and equipment as listed in Schedule "A", they will be repaired and or replaced if the damage is not repairable at the expense and sole cost of the Lessee.
- (l) Should the Lessee vacate the premises, they will leave all furniture and equipment behind as listed in Schedule "A", being the sole property of the Lessor.
- (m) To supply a certificate of liability insurance naming the Lessor as an additional insured having a minimum coverage of \$2,000,000.

5. THE LESSOR COVENANTS with the Lessee for quiet enjoyment.

6. PROVISO for re-entry by the Lessor on non-payment of rent (whether lawfully demanded or not), upon 30 days' written notice and the default is not cured, or non-performance or non-observance or covenants, or seizure or forfeiture of the said term for any of the causes herein mentioned. This proviso shall extend and apply to any covenants herein, whether positive or negative.

7. THE LESSOR COVENANTS with the Lessee:

- (a) To adequately heat the premises in such a manner as may be reasonably required for the use of the said Lessee - the heating system to be capable of maintaining 75 degrees Fahrenheit.
- (b) To provide air conditioning capable of reducing inside temperature 15 degrees Fahrenheit less than outside temperature to a minimum of 70 degrees Fahrenheit.
- (c) To supply water from the public main.
- (d) To provide adequate lighting fixtures and hydroelectric power and to pay the hydroelectric power charges covering the entire building from a common meter.
- (e) To repair and keep in repair the exterior and structure of the said building, provided that in the event of fire, lightning or tempest, rent shall cease until the premises are rebuilt; provided that in the event of destruction or partial destruction of the said premises, the Lessor may declare the term hereby granted to be forthwith terminated, and in such event, rent shall be payable only up to the time of such destruction or partial destruction.
- (f) To provide necessary snow removal and lawn maintenance services to the premises.

- (g) To make all structural repairs and to replace, if necessary, heating, air conditioning, electric and plumbing systems forming part of the said premises not caused by the negligence of the Lessee.
- (h) To permit the Lessee the use of all furnishings and physiotherapeutic equipment as noted on Schedule "A" subject to the provisions of clause 4 (k) and 4(l) but shall have no obligation to purchase additional equipment and/or replace existing equipment.

8. THE LESSEE COVENANTS with the Lessor:

- (a) That in case the Lessee shall become insolvent or bankrupt, or make an assignment for the benefit of the Lessee's creditors, or in the case of the non-payment of rent at the time herein provided, or in the case the premises, or any part thereof become and remain vacant and unoccupied for a period of 30 days, or be used by any other person or for any other purpose than as above provided, without the written consent of the Lessor, this Lease shall, at the option of the Lessor, cease and be void, and the term hereby created shall expire and be at an end, anything herein to the contrary notwithstanding, and the then current and next succeeding month's rent shall thereupon immediately become due and payable, and the Lessor may re-enter and take possession of the premises as though the Lessee or its servants or other occupant or occupants of the premises was or were holding over after the expiration of the said term. And in case the rent hereby reserved or any other part thereof shall at any time be in arrears for a period 30 days and there shall then be insufficient distress upon the premises, the Lessor may thereupon re-enter and take possession thereof by force or otherwise as the Lessor may see fit and there from eject and remove any person, goods and chattels, and upon any such re-entry and taking possession, this Lease shall cease and be void and the term hereby created expire. PROVIDED, nevertheless, that the rent so in arrears and accrued up to the time of such re-entry and taking possession shall remain owing and shall forthwith be due and payable.
- (b) That it will co-operate with the other occupants of the building to keep the washrooms, hallways, entrances and stairs clean and in a neat and tidy condition.
- (c) That the Lessor shall not be liable for any damage to any property at any time in the premises or building, from steam water-works, water, rain, or snow, which may leak into, issue or flow from any part of the said building of which the premises form a part, or from the pipes or plumbing works thereof, or from any other place unless the Lessor shall have been negligent and derelict in completing repairs of which the Lessor shall have received written notice as hereinafter provided.
- (d) That the Lessee shall give to the Lessor immediate written notice or any incident or defect in the water pipes, gas pipes, or heating apparatus, electric light or other wires.

9. In no event shall the Lessor have any obligation or liability in connection with the cessation or unavailability, or interruption or suspension of any service or utility of any kind at any time during the term. Without the prior written consent of the Lessor, no service or utility, which is not available in the leased premises at the date of this Lease, shall be introduced or brought into the leased premises by the Lessee. In the event of the cessation or unavailability or interruption or suspension of any service or utility of any kind, the Lessor shall forthwith notify the responsible person to repair or cause to be repaired such service or utility.
10. The Lessee shall, after 3 months into the term, have the right to terminate this agreement upon providing the Lessor with three (3) months' prior notice in writing of its intention to do so.

IT IS HEREBY AGREED that this indenture shall enure to the benefit of, and be binding upon the parties hereto, their successors and assigns respectively.

IN WITNESS WHEREOF the Lessor of the First Part has hereunto caused to be affixed its Corporate Seal under the hands of its duly authorized officers, and the Lessee of the Second Part has hereunto caused to be affixed by its Corporate Seal under the hand of its duly authorized officer.

**THE CORPORATION OF THE
TOWNSHIP OF BROCK**

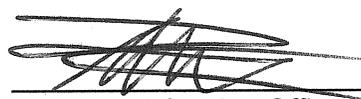
John Grant
Mayor

Deena Hunt
Deputy Clerk

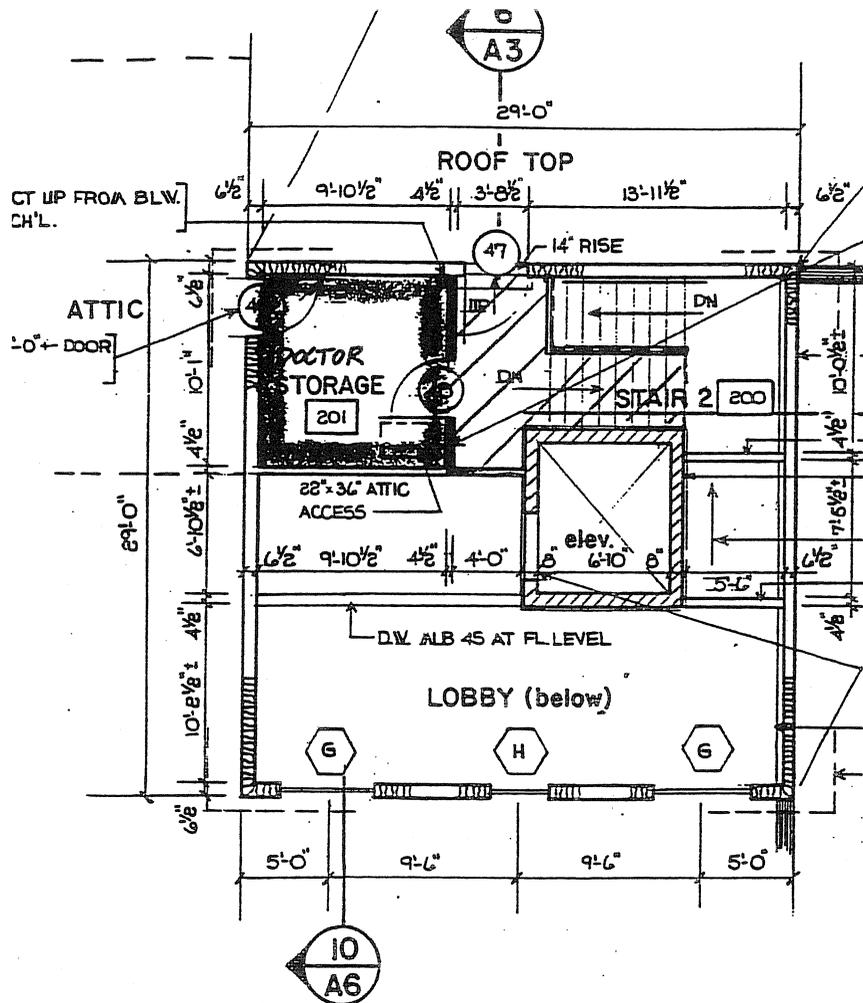
AMIRA KANIANTHRA
PHYSIOTHERAPY PROFESSIONAL
CORPORATION



Witness



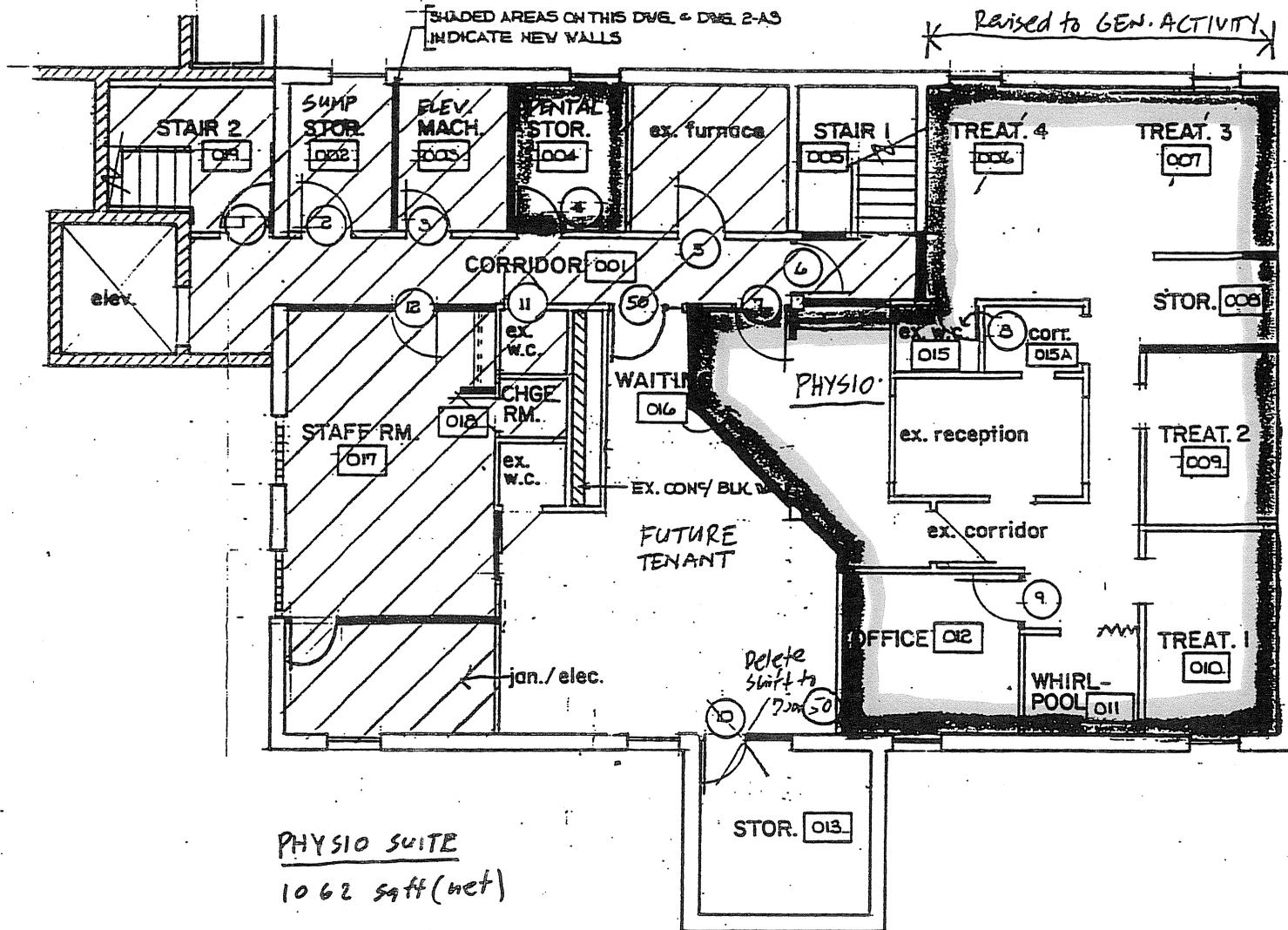
Authorized Signing Officer



COMMON

75 sqft this level (net)

4
A3 NEW UPPER LEVEL PLAN (PHASE I)
1/8" = 1'-0"



PHYSIO SUITE

1062 sqft (net)

COMMON

829 sqft this level (net)

3
A3 REVISED LOWER LEVEL PLAN (PHASE III)
SEE DVG. 1-A5 FOR FURTHER INFO 1/8" = 1'-0"

Schedule "A"

Chattels Owned by the Township of Brock

Waiting Room:

- ~~Item #1 – Television & Stand~~
- Item #2 – Chairs

Receptionist Office:

- Item #3 – 4 Drawer 36 inch Lateral Filing Cabinet (Cabinet #2)
- Item #4 – 4 Drawer 36 inch Lateral Filing Cabinet (cabinet #1) 3rd drawer not working properly)
- ~~Item #5 – Office Chair (chair is worn and stained)~~
- ~~Item #6 – Telephone Desk Set~~

Office:

- ~~Item #7 – Desk~~
- ~~Item #8 Telephone Desk Set~~
- ~~Item #9 – 5 Drawer 36 inch Lateral Filing Cabinet (cabinet #6)~~
- ~~Item #10 – 4 Drawer 16 inch Filing Cabinet (cabinet #5)~~
- ~~Item #11 – Office Chair (chair is worn and stained)~~

Whirlpool Room:

- Item #12 – Refrigerator

Treatment Room 1:

- Item #13 – Gray Traction Bed with Traction Machine (assorted harnesses, weights, 3 foot stools)

Treatment Room 2:

- Item #14 – Adjustable Gray Mob Bed
- Item #15 – Trolley

Storage Room:

- ~~Item #16 – 4 Drawer Filing Cabinet (cabinet #3)~~
- Item #17 – Metal Locker (cabinet #4)
- Item #18 – Soiled Linen Receptacle - *Replaced*

Treatment Room 3:

- Item #19 – Blue Bed

Treatment Room 4:

- Item #20 – Adjustable Gray Mob Bed

Miscellaneous Equipment:

- ~~Item #21 – Schwinn Exercise Bike~~
- Item #22 – Adjustable Table
- ~~Item #23 – Exercise Ball~~
- ~~Item #24 – Wallmount Rope Weights~~
- ~~Item #25 – Parafin Therapy Bath (2)~~
- ~~Item #26 – Foot Pedaler THERATRAINER~~
- ~~Item #27 – Balance Disc~~
- ~~Item #28 – 8 inch Table~~
- ~~Item #29 – Hot Pack Machine HYDROCOLLATOR Ser#53986~~

Item #30 – Ultrasound PHYACTION 190i Ser#27322
~~Item #31 – Interferential PHYACTION 785 Ser#25677~~
~~Item #32 – Ultrasound PHYACTION 190 Ser#22868~~
Item #33 – Blue Portable Laser HANDYLASER TRION
~~Item #34 – Laser NEUROPROBE 500~~
~~Item #35 – Omniprobe MED 130~~