**FMTA Presents FairLease**

**Tenancy Agreement**

**Statement on Human Rights**

The Landlord, in providing housing, actively supports the equal treatment of everyone and actively prohibits discrimination and harassment based on any of the grounds set out in *The Ontario Human Rights Code*: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex, sexual orientation, age, marital status, family status, disability or the receipt of public assistance.

The Tenant supports equal treatment and the prohibition of discrimination and recognizes that tenants must not behave in a way that violates the human rights of others.

The Landlord actively supports the enjoyment of the rights provided in the *Canadian Charter of Rights and Freedoms* where it is provided that: “Everyone has the right to life, liberty and security of the person and the right not to be deprived thereof except in accordance with the principles of fundamental justice”.

**1. The Landlord, Tenant and Rental Unit**

The following is a tenancy agreement between:

**The Landlord**

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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and

**The Tenant**

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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for a tenancy of the rental unit located at:

[Address] [Include unit number]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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NOTE: Information, in a form approved by the Landlord and Tenant Board, on the rights and responsibilities of landlords and tenants, the role of the Board and how to contact the Board is attached to this agreement.

**2. Duration:**

a) This agreement is: for a [ ] month-to-month tenancy OR

[ ] fixed term tenancy.

1. This agreement begins on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Date].
2. The fixed term of this agreement ends on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Date]

NOTE: When a tenancy agreement for a fixed term expires, the Tenant has the right to remain in the rental unit and the agreement renews as a monthly tenancy agreement. This agreement has the same terms and conditions as the expired agreement EXCEPT FOR any lawful rent increase. If the landlord and tenant make a new tenancy agreement, the terms of the new agreement apply

**3. Rent**

a) It is agreed that the Tenant will pay the Landlord the amount of :

i) $ \_\_\_\_\_\_\_\_\_\_\_\_\_ per month on the \_\_\_\_\_\_\_\_\_\_\_ day of each month for rent. This amount includes payment for all services and facilities provided by the landlord, even if they are charged for separately; AND

ii) $ \_\_\_\_\_\_\_\_\_\_\_\_\_ as a last month’s rent deposit. This amount cannot be more than one month’s rent and is a deposit for payment of rent for the last month before the tenancy ends. It shall only be used for that purpose.

b) The rent shall be paid by \_\_\_\_\_\_\_\_\_\_\_\_\_[payment method] delivered to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [place of payment]

NOTE: a tenant shall not be required to:

(1) provide post-dated cheques or other negotiable instruments for payment of rent; or

(2) permit automatic debiting of the tenant’s account at a financial institution, automatic charging of a credit card or any other form of automatic payment for the payment of rent.

c) The Landlord shall provide to the Tenant a receipt for any payment of rent, rent deposit, or any other amount paid to the landlord.

**4. Services Available to the Tenant**

**a.) Services Provided by the Landlord**

i.) The Landlord agrees to provide the following appliances as part of the rental unit:

Fridge [ ]

Stove [ ]

Washer [ ]

Dryer [ ]

Microwave [ ]

Freezer [ ]

Dishwasher [ ]

Other \_\_\_\_\_\_\_\_\_\_ [ ]

ii) The Landlord and the Tenant agree that by the Landlord will provide the following services and facilities, paid for by the Tenant to the Landlord as indicated below:

Included in Rent Separate Charge

Electricity [ ] [ ] Cost per month\_\_\_\_\_\_\_\_

Heat [ ] [ ] Cost per month\_\_\_\_\_\_\_\_

Water [ ] [ ] Cost per month\_\_\_\_\_\_\_\_

Cable television. [ ] [ ] Cost per month\_\_\_\_\_\_\_\_

Satellite television. [ ] [ ] Cost per month\_\_\_\_\_\_\_\_

An air conditioner. [ ] [ ] Cost per month\_\_\_\_\_\_\_\_

Lockers/storage space. [ ] [ ] Cost per month\_\_\_\_\_\_\_\_

Washer/Dryer/Laundry Room [ ] [ ] Cost per month\_\_\_\_\_\_\_\_

Parking [ ] [ ] Cost per month\_\_\_\_\_\_\_\_

Other \_\_\_\_\_\_\_\_\_\_ [ ] [ ] Cost per month\_\_\_\_\_\_\_\_

Cost per Month: Rent $\_\_\_\_\_\_\_\_\_\_\_ Separate Charges $\_\_\_\_\_\_\_\_\_\_\_\_\_ TOTAL $\_\_\_\_\_\_\_\_\_\_\_\_

iii.) The Landlord shall not charge the Tenant any other fees or charges during the tenancy EXCEPT:

A key deposit $\_\_\_\_\_\_\_\_\_\_\_\_\_ (must equal the cost of the key)

Key replacement $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (must equal the cost of the key)

Charge for bounced cheque $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(cannot be more than $20)

Out of pocket expenses that the Landlord incurs for agreeing to an assignment or sublet.

Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

iv.) The Landlord and Tenant agree that the rent will increase without notice in an amount negotiated between them if the following services are added to the rental unit by mutual agreement:

Cable television.

Satellite television.

An air conditioner.

Lockers or other storage space.

Washer/Dryer/Laundry

Parking

Dishwasher

Other \_\_\_\_\_\_\_\_\_\_

v.) The Landlord and Tenant agree that the rent will increase without notice in an amount negotiated between them if the following services are used by the tenant:

Extra electricity for an air conditioner.

Extra electricity for a washer or dryer in the rental unit.

Other \_\_\_\_\_\_\_\_\_\_

This cost shall not be more than the cost of the service to the Landlord.

**b.) Services Not Provided by the Landlord**

i.) **Electricity provided through** **Suite Meters**   
 Electricity use for this rental unit is measured by a suite meter installed after November 2005 and the tenant agrees to pay \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for electricity as measured by this meter. [name of suite meter provider]

**Yes [ ] No [ ]**

If yes,

a) The Landlord has provided the Tenant, in a form approved by the Landlord and Tenant Board, the most recent information available concerning electricity consumption in the rental unit for the previous twelve moths including information about any vacancies and the date of manufacture and any available information about the energy efficiency of any refrigerator located in the rental unit.

b) The Landlord and Tenant agree that, if the landlord does not give the tenant the information required in paragraph a), the tenant will not be required to pay the suite meter provider for electricity.

c) The Landlord confirms that the electricity supply for the provision of heat in the rental unit is not connected to the suite meter.

ii)  **Other Services**

The following services, not provided by the landlord, are necessarily or ordinarily supplied to the rental unit as indicated below:

Service Name of Service Provider

Electricity

Heating Fuel

Water

Cable television.

Satellite television.

Parking

Laundry Facilities

Other \_\_\_\_\_\_\_\_\_\_

**5. Moving in**

a) The Tenant is entitled to move into the rental unit on the day that this agreement starts.

b) The Landlord agrees that the rental unit will be clean upon the tenant moving in. If the rental unit is not in an ordinary state of cleanliness when the tenant moves in, the tenant will be eligible to make a one-time reduction of their rent by $\_\_\_\_\_\_\_ in any rent payment due for the first three months of the tenancy.

c) The Landlord confirms that the rental unit is not infested with insects, rodents or other kinds of pests upon the tenant moving in. If the tenant discovers pests or evidence of pests in the first month of the tenancy, in addition to any other legal remedy, the tenant will be eligible to make a one-time reduction of their rent by $\_\_\_\_\_\_\_ in any rent payment due for the first three months of the tenancy.

c) The Landlord agrees to make the following repairs or changes to the rental unit or will ensure that the following services or items will be added to the rental unit before the tenant moves in:

**Detail these items here:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

If these repairs, changes, services or items are not provided as agreed when the tenant moves in, the tenant will be eligible to make a one-time reduction of their rent by $\_\_\_\_\_\_\_ in any rent payment due for the first three months of the tenancy OR, at the option of the Tenant, to refuse to take possession of the rental unit, in which case all money paid by the Tenant to the Landlord will be refunded.

**6. Additional Tenant Rights**

a) The tenant will have the right to receive a signed copy of this tenancy agreement lease within 21 days of the beginning of the tenancy. If it is not supplied, the obligation to pay rent is suspended until it is supplied.

b) The Tenant has the right to reasonable enjoyment of the rental unit and the residential complex including the right to have guests and additional occupants.

c) The Tenant has the right to assign or sublet the rental unit to another person with the consent of the Landlord in accordance with the *Residential Tenancies Act.*

d) The Tenant has the right to keep pets in the rental unit unless

i) the behaviour of the pet interferes with the reasonable enjoyment of the residential complex by the Landlord or other tenants;

ii) the presence of the pet causes the Landlord or another tenant to suffer a serious allergic reaction; or

iii) the presence of the pet is inherently dangerous to the safety of the Landlord or the other tenants

**7. Privacy and Communications**

a) The Landlord agrees to respect the right to privacy and show consideration toward the Tenant in their actions by:

i.) Informing the tenant as soon as possible of all known interruptions in services, including vital services, facilities, privileges or accommodations;

ii) Keeping all documents with private tenant information in compliance with Provincial and Federal privacy law;

iii) Refraining from photographing or recording (sound or picture) within the rental unit without the consent of the Tenant; and

iv.) Entering the rental unit only when permitted to do so by and in compliance with the procedures in the *Residential Tenancies Act*.

b) It is also agreed that the Landlord and Tenant will observe the following additional terms, consistent with the *Residential Tenancies Act*, to ensure the reasonable enjoyment of the rental unit by both parties:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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SIGNED at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

City, Town etc. Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant Signature Landlord Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Witness