Residential Tenancies
Rental Agreement

Parties

1

The Rental Agreement is made in duplicate between

_____ , the Landlord,
Name

_____ _____
Address Postal Code Telephone(s)

AND

_____
Name(s)

_____ , the Tenant(s), _____
Name(s) Telephone(s)

Premises

2

The Landlord will rent to the Tenant and the Tenant will rent from the Landlord the following residential premises:

_____
Street Name and Number Apartment No.

_____
City or Town Postal Code

Is the residential premises a mobile home space? Yes ☐ No ☐

Superintendent or property manager (if different from the landlord)

_____
Name

_____ _____
Address Postal Code Telephone(s)

Act

3

3. The "Act" as referenced in this agreement, shall mean the "*Residential Tenancies Act*".

Term

4

Select paragraph (a) or (b), NOT BOTH

☐ **(a) MONTH TO MONTH**
WEEK TO WEEK
This Agreement is to begin on the _____ day of _____ , 20 _____ and run from month to month ☐ or from week to week ☐ .

☐ **(b) FIXED TERM (MONTHS)**
This Agreement is to begin on the _____ day of _____ , 20 _____

and end on the _____ day of _____ , 20 _____ .

Rent

5

The Tenant will pay rent at the following rate: $_____ per week ☐ OR $_____ per month ☐ OR $ _____ per term ☐ .

The first payment of rent is due on the _____ day of _____ , 20 _____ and thereafter on the _____ day of each week ☐ month ☐ .

Unless otherwise agreed upon, the tenant shall ensure all rental payments are sent or delivered to the landlord or landlord's agent. Rent may also be paid by postdated cheques. (Where rent payable, in part or whole, is in other than money, the landlord shall give to the tenant a letter specifying the payment and placing a value on each item contained in the payment). **THE LANDLORD IS ENCOURAGED TO PROVIDE A RECEIPT TO THE TENANT FOR ANY RENT RECEIVED.**

Rental Increase

6

Rent may not be increased:
(a) during any rental agreement of a fixed term;
(b) where the residential premises are rented from week to week or month to month:
(i) more than once in a 12 month period
(ii) during the 12 months immediately following the commencement of the rental agreement;
(c) during the 12 months immediately following the commencement of the rental agreement for the fixed term where a rental agreement for a fixed term expires and the tenancy continues month to month.

A Landlord must give not less than eight weeks written notice of any rental increase where the residential premises are rented from week to week and not less than three months written notice where the residential premises are rented from month to month.

Services/Facilities

7 The rent mentioned above includes provision of the following services and facilities (check all that apply):

- ☐ Heat
- ☐ Water Supply
- ☐ Telephone
- ☐ Cable TV Hook-up apparatus
- ☐ Snow Removal for Parking lot and Walkways
- ☐ Janitorial Services for Common Areas
- ☐ Wood Stove
- ☐ Hot Water
- ☐ Refrigerator
- ☐ Cable TV Service
- ☐ Range
- ☐ Water Tax
- ☐ Washer & Dryer (without charge)
- ☐ Grass Cutting
- ☐ Parking for ____ vehicles
- ☐ Furniture (attach complete listing)
- ☐ Electricity
- ☐ Property Tax
- ☐ Washer & Dryer
- ☐ Propane
- ☐ Other (specify) _____

The following services are the responsibility of the tenant: (ie. electrical costs)

- ☐ None
- ☐ Other (specify) _____

Other Occupants

8 In addition to the Tenant, the following occupants may reside at the rented premises:

1._____ 4._____
2._____ 5._____
3._____ 6._____

Security Deposit

9 Check only one of the following:

- ☐ A security deposit is not required OR
- ☐ The Landlord hereby acknowledges receipt of a security deposit of $_____ to be held in trust. (Section 12 of the Act)

Limit of Security Deposit

10 Money or other value as a security deposit shall not be in excess of:

(I) The first two weeks rent if premises rented week to week;
(ii) 3/4 of the first months rent if premises rented month to month;
(iii) 3/4 of the first months rent that would be payable if rent was proportioned to a monthly payment where the residential premises are rented for a fixed term of not less than six months and not more than 12 months. (Section 12 of the Act).

Notice of Termination

11 Notice to terminate the rental agreement shall be given for the following periods: (Notice must be in writing per Section 17 and method of service per Section 30 of the Act.)

	BY THE TENANT (check one)	BY THE LANDLORD (check one)
Term Tenancy	☐ **Term Tenancy** Not less than two months before the end of the term	☐ **Term Tenancy** Not less than three months before the end of the term
Month to Month	☐ **Month to Month Tenancy** Not less than one month before the end of the rental period	☐ **Month to Month Tenancy** Not less than three months before the end of the rental period
Week to Week	☐ **Week to Week Tenancy** Not less than one week before the end of the rental period	☐ **Week to Week Tenancy** Not less than four weeks before the end of the rental period
Mobile Home Owned by Tenant	☐ **Mobile Home Space** Not less than one month before the end of the rental period	☐ **Mobile Home Space** Not less than six months before the end of the rental period

Statutory Conditions

12 The following statutory conditions apply (Section 8 of the Act):

1. Obligation of the landlord

(a) the landlord shall maintain the premises in a good state of repair and fit for habitation during the tenancy and shall comply with a law respecting health, safety or housing.

(b) paragraph (a) applies regardless of whether when the landlord and tenant entered into the rental agreement the tenant had knowledge of a state of non-repair, unfitness for habitation or contravention of a law respecting health, safety or housing in the premises.

2. Obligation of the tenant

The tenant shall keep the premises clean, and shall repair damage caused by a wilful or negligent act of the tenant or of a person whom the tenant permits on the premises.

3. Subletting Premises

The tenant may assign, sublet or otherwise part with possession of the premises subject to the consent of the landlord and the landlord shall not arbitrarily or unreasonably withhold consent and shall not levy a charge in excess of expenses actually incurred by the landlord in relation to giving consent.

4. Mitigation on Abandonment

Where the tenant abandons the premises, the landlord shall mitigate damages that may be caused by the abandonment to the extent that a party to a contract is required by law to mitigate damages.

5. Entry of Premises

Except in the case of an emergency, the landlord shall not enter the premises without the consent of the tenant unless

(a) notice of termination of the rental agreement has been given and the entry is at a reasonable time for the purpose of exhibiting the premises to a prospective tenant or purchaser and a reasonable effort has been made to give the tenant at least four hours notice;

(b) the entry is made at a reasonable time and written notice of the time of entry has been given to the tenant at least twenty-four hours in advance of the entry;

(c) the tenant has abandoned the premises under Section 27.

6. Entry Doors

Except by mutual consent, neither the landlord nor the tenant shall, during the use or occupancy of the premises by the tenant, alter a lock or locking system on a door that gives entry to the premises.

7. Peaceful Enjoyment

(a) The tenant shall not unreasonably interfere with the rights of the landlord or other tenants in the premises, a common area or the property of which they form a part.

(b) The landlord shall not unreasonably interfere with the tenant's peaceful enjoyment of the premises, a common area or the property of which they form a part.

8. Disconnection of Services

(a) A landlord or tenant shall not, without the written consent of the other party to the rental agreement, disconnect or cause to be disconnected, heat, water or electric power services being provided to the premises.

(b) Where a landlord and tenant enter into a written rental agreement, the conditions set out in Subsection (1) shall be reproduced in the agreement without variation or modification.

Use

13 The tenant shall use the residential premises for residential purposes only and will not carry on, or permit to be carried on in the residential premises, any trade or business without the written consent of the landlord.

Reasonable Rules and Regulations

14 The tenant promises to comply with any rules concerning the tenant's use or occupancy of the residential premises or building or use of services and facilities provided by the landlord provided that the rules are in writing, are reasonable in all circumstances and the tenant is given a copy of the rules at the time of entering into the rental agreement and is given a copy of any amendments.

Tenant Copy of Agreement

15 A duplicate copy of this signed agreement shall be delivered to the tenant by the landlord within 10 days after the signing of this agreement. The landlord shall advise the tenant in writing of any change of ownership of the residential premises in accordance with Section 5 of the Act.

Rental Arrears

16 In a month to month or term tenancy where the rent is in arrears for 15 days, the landlord may give to the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises residential premises not less than 10 days after the notice is served. (Section 18(1) of the Act). In a week to week tenancy where the rent is in arrears for 3 days the landlord may give to the tenant notice to terminate the residential premises not less than 3 days after the notice is served (Section 18(1) of the Act).

When all arrears of rent are paid in full by the tenant before the termination date on a notice to terminate given for rental arrears, this notice to terminate is void and of no effect. This does not apply where notice to terminate is given more than twice in a 12 month period. (Section 18(2) of the Act).

Binding Effect and Interpretation

17 This rental agreement is for the benefit of the landlord and the tenant and is binding on the tenant, the tenant's heirs, executors, administrators, and assigns the landlord and the landlord's heirs, executors, administrators assigns, and successors in title. This agreement is to be interpreted and executed with direct reference to the *Residential Tenancies Act* and in conjunction with any landlord's rules and regulations as may be attached hereto. Any term or condition added to this agreement that contravenes any of the provisions of the *Residential Tenancies Act* is void and has no effect.

18 Additional Obligation

The tenant promises to comply with any additional obligations set out below:

_____

_____

_____

_____

19 Signing of Rental Agreement

Sign both copies separately (Do not use carbon for signature)

Landlord's Signature _____

Landlord's Signature _____

Date _____

Tenant's Signature _____

Tenant's Signature _____

Tenant's Signature _____

Date _____

Witness (Optional) _____

Date _____

20 Signing of Rental Agreement

I have received a copy of the *Residential Tenancies Act*

Tenant's Signature _____

Tenant's Signature _____

Date _____

21 Copy of Agreement

I have received a duplicate copy of this agreement

Tenant's Signature _____

Tenant's Signature _____

Date _____

DISCLAIMER CLAUSE

This sample Residential Tenancies Agreement, is a guideline for the benefit of landlords and tenants. This sample agreement, therefore, is not intended to be exhaustive and may not include provisions relating to all circumstances particular to the contractual relations between a landlord and a tenant. The Government does not accept responsibility for any losses incurred under this model agreement or arising from the contractual relationship of a landlord or tenant. Any reliance upon this sample agreement is at your own risk.