

SAMPLE FORM OF TENANCY AGREEMENT

PARTIES

1. THE AGREEMENT IS MADE IN DUPLICATE BETWEEN

_____, the Landlord
Name

Address Postal Code Telephone(s)

—AND—

_____, the Tenant(s)

PREMISES

2. THE PARTIES AGREE THAT

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

Street name and number

Town or City

Is the residential premises a mobile home or mobile home space? Yes

Superintendent or Property Manager (if applicable) _____
Name

Address Postal Code Telephone(s)

TERM

3. The tenancy is to begin on _____ day of _____ 20____ and is to run from
year to year month to month week to week

—OR—

3.A The tenancy is for a fixed term and is described in the attached Schedule A which will then become part of this lease.

RENT

4. The tenant will pay rent at the following rate: _____ per _____
Week/Month
to _____
Name and address to whom payments are to be made

The first payment of rent is due on the _____ day of _____ 20____ and thereafter
payments are to be made on the _____ day of each _____.

The Landlord shall provide a receipt to the Tenant on request.

The rent mentioned above includes payment for the following services and facilities:

- | | | | | |
|--|--|---|--|----------------------------------|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Heat | <input type="checkbox"/> Water | <input type="checkbox"/> Hot Water | <input type="checkbox"/> Parking |
| <input type="checkbox"/> Janitorial | <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Washer & Dryer | <input type="checkbox"/> Washer & Dryer (coin) | <input type="checkbox"/> Range |
| <input type="checkbox"/> Cable TV Hook-up Provided | <input type="checkbox"/> Cable TV Service Provided | | | |
| <input type="checkbox"/> Other (Specify) _____ | | | | |

The following services are the responsibility of the Tenant: None or

Rent increases must be given in accordance with the provisions of section 85 of the Landlord and Tenant Act.

SECURITY DEPOSIT

5. A security deposit is not required.

—OR—

A security deposit in the amount of \$_____ has been paid by the Tenant to the Landlord which cannot exceed on month's rent and may be applied to the last month's rent.

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**STATUTORY
CONDITIONS**

6A. The following statutory conditions apply:

1. Conditions of Premises – The landlord shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any statutory enactment or law respecting standards of health, safety or housing. (section 76(1)(a))
- 2A. Services – Where the landlord provides a service or facility to the tenant that is reasonably related to the tenant’s continued use and enjoyment of the premises such as, but not as to restrict the generality of the foregoing, heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the landlords shall not discontinue providing that service. (section 76(1)(c))
- 2B. Good Behavior – A tenant shall conduct him/herself in such a manner as not to interfere with the possession or occupancy of other tenants. (section 76(2)(b))
3. Obligation of the Tenant – The tenant shall be responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by willful or negligent act of the tenant or of any person whom the tenant permits on the premises. (section 76(e)(f))
4. Subletting Premises – The tenant may assign, sublet or otherwise part with possession of the premises subject to the consent of the landlord which consent will not arbitrarily or unreasonably be withheld or charged for unless the landlord has actually incurred expense in respect of the grant of consent. (section 71)
5. Abandonment and Termination – If the tenant abandons the premises or terminates the tenancy otherwise than in the manner permitted, the landlord shall mitigate any damages that may be caused by the abandonment or termination to the extent that a party to a contract is required by law to mitigate damages. (section 72)
6. 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 tenancy has been given and the entry is at a reasonable hour for the purposes of exhibiting the premises to prospective tenants or purchasers;
 - or–
 - b) the entry is made during daylight hours and written notice of the time of the entry has been given to the tenant at least twenty-four hours in advance of the entry. (section 73)
7. Entry doors – Except by mutual consent, the landlord or the tenant shall not during occupancy by the tenant under the tenancy alter or cause to be altered the lock or locking system on any door that gives entry to the premises. (section 75)

**MOBILE
HOME**

6B. In the case of a lease of a mobile home space or a mobile home in a mobile home park, the following additional statutory conditions apply:

1. The landlord shall not restrict in any way the right of a tenant to sell, lease or otherwise part with the possession of a mobile home by a tenant. (section 70)
2.
 - a) Except as provided in this condition, the landlord shall not restrict in any way the right of the tenant to purchase goods or services from the person of the tenant’s choice
 - b) The landlord may set reasonable standards for mobile home equipment
 - c) Where a person who does not live in a mobile home park and who is offering goods or services for sale:
 - i) unduly disturbs the peace and quiet of the mobile home park;
 - ii) fails to observe reasonable rules of conduct that have been established by the landlord; or
 - iii) violates the traffic rules of the mobile home park.despite a request by the landlord to discontinue the conduct, the landlord may restrict or prohibit the entry of that person into the mobile home park.
3. The landlord is responsible for compliance with municipal by-laws in respect of the common areas of the mobile home park and the services provided by the landlord to the tenants in the mobile home park.
4. The tenant is responsible for compliance with municipal by-laws in respect of his/her mobile home and the mobile home space on which it is located to the extent that the landlord is not responsible.

**REASONABLE
RULES**

7. The tenant promises to comply with any rules concerning the tenant’s use, occupancy or maintenance 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 all the rules at the time of entering into the lease and is given a copy of any amendments.

ADDITIONAL OBLIGATIONS

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

TERMINATION OF TENANCY

9. A landlord or tenant may give notice to terminate either orally or in writing, but notice by a landlord to a tenant is not enforceable under section 96 unless it is given in writing.

A notice in writing:

- a) shall be signed by the person giving the notice, or his/her agent;
- b) shall identify the premises in respect of which the notice is given; and
- c) shall state the date on which the tenancy is to terminate.

A notice to terminate a weekly tenancy shall be given on or before the last day of one week of the tenancy to be effective on the last day of the following week of the tenancy.

For the purposes of this section, "week of the tenancy" means the weekly period on which the tenancy is based and not necessarily a calendar week and, unless otherwise specifically agreed upon, the week shall be deemed to begin on the day upon which rent is payable.

A notice by a tenant terminating a monthly tenancy shall be given to the landlord on or before the last day of one month of the tenancy to be effective on the last day of the immediately following month of the tenancy except in relation to a mobile home site whereby a 12 month notice is required.

Notwithstanding section 90 and subsection(3), where the landlord gives a notice termination the tenancy and the tenancy is in relation to a mobile home site, the tenancy shall not terminate in any of the months of December, January, or February.

A notice to terminate a year-to-year tenancy shall be given on or before the 90th day before the last day of any year of the tenancy to be effective on the last day of that year of the tenancy. (section 86-91)

SIGN BOTH COPIES SEPERATELY

_____ Date

_____ Signature of Landlord

_____ Signature(s) of Tenant(s)

_____ Signature(s) of Tenant(s)

I have received a copy of the Tenancy Agreement.

_____ Signature of Tenant(s)
