

Residential Tenancy Agreement

This agreement is made on the _____ day of _____, 20____, between:

The Landlord:

AND

The Tenant:

Name of landlord _____

Name of Tenant _____

Street Address in Alberta _____

Name of Tenant _____

Mailing Address in Alberta _____

Name of Tenant _____

City _____ Postal Code _____

Name of Tenant _____

(_____)
Telephone # in Alberta _____

Name of Tenant _____

The Tenancy created by this agreement is governed by the Residential Tenancies Act and if there is a conflict between this agreement and the Act, the Act prevails.

1. PREMISES

The landlord agrees to rent to the Tenant the premises at: _____
_____ for residential use.
_____ municipal address, including suite number

2. OTHER OCCUPANTS

We agree, that in addition to the Tenant named above, the following occupants will live in the premises:

Names: _____

Anyone who occupies the premises may, by law, be a "tenant" and responsible for rent. See s 1(1)(i) of the Residential Tenancies Act.

No pets **OR** The following pets: _____

We agree that no other occupants will occupy the premises without the written consent of the Landlord and the Tenant.

FIXED TERM
Beginning on the _____ day of _____, 20____,
and ending on the _____ day of _____, 20____.

OR

MONTHLY PERIODIC
Beginning on the _____ day of _____, 20____, and
continuing monthly periodic until the Landlord or the Tenant
ends the tenancy in the manner required under the Residential
Tenancies Act and its Regulations. The landlord and the tenant
must give written notice. A landlord must have a particular
reason to terminate a tenancy.

See s. 5 - 13 of the Residential Tenancies Act and s. 2 of the Ministerial Regulation.

Section 20(1) of the Residential Tenancies Act states that the tenancy ends at 12 noon on the last day of tenancy unless the landlord and the tenant agree to a different time.

4. RENT

The rent is \$ _____
Parking Stall# _____ \$ _____
Other _____ \$ _____
Other _____ \$ _____

Total Monthly Rent: \$ _____.

Each Tenant is equally responsible for the full payment of the rent.
The Landlord may collect rent from any or all Tenants named in this Agreement.

The Tenant will pay the total rent on the: (Check one)

First day of each month OR _____ day of each month

Starting on the _____ day of _____, 20____.

Rent cheques must be in the name of _____.

The rent must be paid to the Landlord at:

Address in Alberta _____

City _____

Postal Code _____

RENT INCLUDES: (Check appropriate items)

Electricity Heat Water Cable TV

Other: _____ _____ _____

The Tenant is responsible for any other utilities and services and must pay the appropriate authorities for them.

5. APPLIANCES AND FURNISHINGS

6. AMENITIES

The Landlord must supply and maintain the following during the tenancy, the cost of which is included in the rent:

Refrigerator Stove Dishwasher Washer Dryer

Drapes Other: _____ _____ _____

The Tenant has the right to use the following amenities and facilities, the cost of which is included in the rent: _____

7. SECURITY DEPOSIT

The Tenant has paid to the Landlord a security deposit of \$ _____.

The Security Deposit cannot be more than 1 month's rent.

The Landlord may make deductions for:

⇒ repair of damage to the premises caused or permitted by the Tenant

⇒ cleaning needed to make the premises reasonably clean

⇒ rent owed to the Landlord

⇒ any other liability or obligation owed by the Tenant to the Landlord

⇒ The Landlord cannot make deductions for normal wear and tear.

8. INSURANCE

The Tenant must insure his or her own property against damage or loss.

9. CHANGE OF LANDLORD

The Landlord will advise the Tenant of any change in ownership of the premises within seven days of that change.

10. CONDITION OF THE PREMISES

We agree to fill out and sign an **Inspection Report**, which complies with the *Residential Tenancies Act* and its Regulations, at the beginning and the end of the tenancy. If the Landlord does not inspect the premises, the Tenant may do so, with a witness, and deliver a copy of the **Inspection Report** to the Landlord.

The Inspection must be done within one week before or after the tenant takes possession and gives up possession. The landlord may not deduct for damage from the tenant's security deposit unless inspection reports are completed. See s. 19, 46(6) of the *Residential Tenancies Act* and s. 4 of the *Ministerial Regulation*.

11. CARE OF THE PREMISES

The Landlord must:

- ⇒ ensure that the premises and any items supplied by the Landlord are **clean and in good repair at the beginning of the tenancy.**
- ⇒ ensure a reasonably good state of repair where responsible for maintenance under this Agreement
- ⇒ take reasonable steps to ensure that snow or ice do not prevent the Tenant from gaining access to his/her premises, including parking space(s) assigned to the Tenant.

The Tenant must:

- ⇒ keep the premises reasonably clean and take good care of the items supplied by the Landlord.
- ⇒ report any damage or deterioration of the premises or items supplied.
- ⇒ keep the sidewalk, entrance, driveway or parking space clean and tidy and free of objectional material, including snow and ice (where the premises have its own sidewalk, entrance, driveway or parking space, which is for the exclusive use of the Tenant and his/her guests)
- ⇒ will pay for the cost of repair or replacement of: plugged toilets, sinks and drains; windows, screens or light fixtures; and damage caused by the frozen pipes where the need for repair or replacement is due to the fault of the Tenant or the Tenant's guests.

The Landlord and the Tenant shall comply with standards of health, sanitation, fire, housing and safety as required by law.

12. ENTRY OF PREMISES BY LANDLORD

The Landlord can enter the premises without prior written notice if:

- ⇒ there is an emergency;
- ⇒ the tenant allows it; or
- ⇒ the tenant has abandoned the premises.

The Landlord must give the tenant 24 hour written notice to enter:

- ⇒ to inspect the state of repairs
 - ⇒ to make repairs
 - ⇒ to show the premises to prospective purchasers or mortgagees; either directly or through a real estate broker.
 - ⇒ to show the premises to prospective tenants (only during the last month of the current tenancy).
 - ⇒ to take necessary steps to control pests in the premises
- See section 23 of the *Residential Tenancies Act*.

13. DISPUTE RESOLUTION

We agree to try to solve any disagreements by first talking with each other. If we cannot agree, then we will ask the Landlord and Tenant Advisory Board to mediate our disagreement. Either of us may call to ask for mediation. By agreeing to mediate, we do not give up any other right that we may have.

14. BUILDING RULES AND REGULATIONS

We agree to the following Building Rules and Regulations. The Landlord may make reasonable changes from time to time by giving written notice to the Tenant.

CONSIDERATION OF OTHERS

- a) Noise which, in the opinion of the Landlord, disturbs the comfort of the other tenants must not be permitted in the premises.
- b) The Tenant must not leave guests in charge of the premises or have guests stay longer than one week without notifying the Landlord.
- c) Parking facilities, if any, are provided at the Tenant's own risk. The Tenant must park in the stall allotted to the Tenant. Inoperable vehicles, over which the Tenant has control or ownership, parked on the Landlord's property will be removed at the Tenant's expense.
- d) The Tenant must obey any reasonable rules posted regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of tenants.
- e) The Tenant must not place or expose anywhere inside or outside the premises any placard, notice or sign for advertising purposes.
- f) The Tenant must not put up any radio or TV antenna or tower, without the prior written consent of the Landlord.

MAINTENANCE

- g) The Tenant must dispose of all garbage from the premises in a proper manner.
- h) The Tenant must only use small nails and picture hooks to hang pictures in the premises.
- i) The hallways, passages and stairs of the building in which the premises are situated must be used only for going to and from the premises. The Tenant must not block those areas with boxes, furniture or other material or leave rubbish in those areas and other areas used by other tenants.
- j) Boots and rubbers which are soiled or wet must be removed at the entrance to the building and taken into the Tenant's premises.
- k) The Tenant must not do any structural alterations, painting, papering or redecorating without the prior written consent of the Landlord.

SAFETY

- l) The Tenant must not install any electric wiring or heating units in the premises without the prior written approval of the Landlord.
- m) The Tenant must not keep combustible material or flammable liquid on the premises except in small quantities and in containers approved for this purpose.
- n) If the Tenant is absent and the premises are unoccupied for an extended period, the Tenant must let the Landlord know that he/she will be absent and arrange for regular inspection by a competent person.
- o) The Tenant must obtain the approval of the Landlord before waterbeds are used in the premises.
- p) The Tenant may install a security device (lock) that can only be locked from the inside. The device must be removed without damage to the premises or it must remain with the premises when the Tenant leaves. (see Section 24 of the Residential Tenancies Act).

15. ADDITIONAL PROVISIONS

***NOTE: Headings, notes, and information in boxes all form part of this agreement.**

The Landlord and Tenant show that they agree to the terms of this agreement by signing on this _____ day of _____, 20 ____.

Landlord or Landlord's Agent	Tenant	Tenant	Witness
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Tenant	Tenant	Tenant	Witness
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The Tenant has received a copy of this Agreement, signed by the Landlord or Landlord's Agent, this _____ day of _____, 20 ____.

Signature of Tenant