

RESIDENTIAL TENANCY AGREEMENT

This agreement made the _____ day of _____, 20 ____

Between:

_____ Tenant(s)

And

_____ Landlord(s)

_____ Address

_____ City Province Telephone

And

_____ Guarantor(s)

_____ Address

_____ City Province Telephone

1. The rental premises are [] a single family dwelling, [] unit in a duplex, triplex, or fourplex, or [] an apartment in an apartment building or house, located at

Number of parking spaces required _____.

2. The Tenant grants permission to the Landlord to record and use information about the Tenant obtained during the course of the tenancy for the purposes of enforcing any term of this Tenancy Agreement and to obtain a Consumer Report

in the event the Tenant is in arrears of rent or wishes to renew this Tenancy Agreement.

3. The term of this agreement shall be as follows:

This shall be a

[] Week-to-week tenancy which shall begin on _____

[] Month-to-month tenancy which shall begin on _____

[] Fixed term tenancy which shall begin on _____

and end on _____.

4. The rent shall be \$ _____ per week/month, and shall be payable in advance on or before the _____ day of each week/month. The first week's/month's rent shall be payable on _____.

Parking will be provided at a cost of \$ _____.

5. There will be _____ person(s) occupying the rental premises and their names are:

6. Except for casual guests, no other persons shall occupy the premises without the written consent of the landlord.

7 a) Utilities/services will be paid by the parties as indicated below:

	Landlord	Tenant		Landlord	Tenant
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	Garbage removal	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	Oil	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input type="checkbox"/>	Other(s) specify:	<input type="checkbox"/>	<input type="checkbox"/>
Telephone	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Cable television	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>

b) Appliances will be supplied and maintained in good working order as indicated below:

	Landlord	Tenant		Landlord	Tenant
Stove	<input type="checkbox"/>	<input type="checkbox"/>	Furnace	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	Water Heater	<input type="checkbox"/>	<input type="checkbox"/>

Washer	<input type="checkbox"/>	<input type="checkbox"/>	Other(s) specify:	<input type="checkbox"/>	<input type="checkbox"/>
Dryer	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>

8. The Landlord acknowledges receipt from the Tenant of the sum of \$ _____ as prepayment of the last month's/week's rent. The following terms shall apply to the deposit. The landlord shall pay 6% interest annually on the deposit.

9. The Landlord shall provide and maintain the premises in a good state of repair and fit for habitation and comply with municipal health, housing, safety and maintenance standards at all time.

10. The tenant is responsible for ordinary cleanliness of the premises and for the repair of any damage caused by the wilful or negligent conduct of the Tenant, other occupants of the premises or persons permitted on the premises by the tenant.

11. The landlord may enter the premises following written notice given to the Tenant at least 24 hours' before the time of entry to carry out repairs or to allow a potential mortgagee, insurer or purchaser to view the premises. Such notice must specify the reason for entry, the day of entry, and a time between the hours of 8 a.m. and 8 p.m. Notice is not required in cases of emergency or if the Tenant consents to the entry at the time of entry.
 The Landlord may enter the rented premises without written notice to show the unit to prospective tenants if,
 - (a) the landlord and tenant have agreed that the tenancy will be terminated or one of them has given notice of termination to the other;
 - (b) the landlord enters the unit between the hours of 8 a.m. and 8 p.m.; and
 - (c) before entering, the landlord informs or makes a reasonable effort to inform the tenant of the intention to do so.

12. The Tenant agrees:
 - (a) to keep the sidewalk surrounding the premises free and clear of all obstructions;

- (b) to mow and water the lawn and to keep the lawn, flower beds and shrubbery in good order and condition;
 - (c) to take due precautions against freezing of water or waste pipes and stoppage of the same in and about the premises. If water pipes become clogged by reason of the Tenant's neglect or recklessness, the Tenant shall repair the same at his/her own expense as well as pay for all damage caused;
 - (d) to promptly inform the landlord or the landlord's agent, in writing, of any damage to the premises or maintenance concerns that arise.
13. The Tenant shall be responsible for providing property damage insurance for the contents of the rental unit and reasonable liability insurance. Such insurance shall exclude the exercise of any claim by the insurer, whether by subrogation or otherwise against the Landlord and against those for whom the Landlord is in law responsible for.
14. If, after a notice of termination made in accordance with the Tenant Protection Act, the Tenant remains in possession of the premises without the Landlord's consent, the Landlord may apply to the Ontario Rental Housing Tribunal for an eviction order. The Landlord may also apply for compensation for any damage, and compensation for use and occupation after termination.
15. The Tenant shall not assign or sublet the premises without the consent of the Landlord. The Landlord shall not arbitrarily or unreasonably withhold such consent. The Tenant shall request the assignment or sublet in writing.
16. The Landlord and Tenant acknowledge that the rent will not be raised more often than once every 12 months and that any increase shall be in accordance with the annual provincial guideline unless the parties enter into an agreement for an increase in accordance with the provisions of the Tenant Protection Act.
17. If the Tenant wishes to terminate the tenancy at the end of the term, he or she must give notice in writing not less than 60 days prior to the expiration of the term. If no such notice is delivered and no further agreement entered into, the

Tenant becomes a monthly tenant. A monthly tenant must give 60 days' written notice to terminate and a weekly tenant must give 4 weeks' written notice.

18. OPTIONAL PROVISIONS

The following provisions are optional and may be used only if both parties agree. To be binding, the option provisions must be initialled by both parties and must not be inconsistent with the Tenant Protection Act.

(a) _____
(initials) The Tenant agrees to notify the Landlord of an intended absence of more than seven days and will permit the Landlord to otherwise enter the premises during the absence if reasonably necessary.

(b) _____
(initials) The Landlord reserves the right to enter the rented premises for the purpose of performing periodic maintenance inspections. Specifically:

(c) _____
(initials) Other: (specify such as smoking restrictions, allergies to pets, etc.)

(d) _____
(initials) Other: (specify such as smoking restrictions, allergies to pets, etc.)

THIS DOCUMENT is intended to be a complete record of the rental agreement. Both parties are to have a complete copy of this agreement. All promises and agreements must be included herein in writing to be binding.

Landlord or Landlord's Agent

Tenant

Landlord or Landlord's Agent

Tenant

Date

Date