

Sample Living with Your Landlord Agreement for Alberta Renters

Why do you need a Living with Your Landlord Agreement?

A written agreement helps you to avoid problems. If a tenant shares living space with their landlord (for example, rents a bedroom in the landlord's home), then the *Residential Tenancies Act* does not apply, so a written agreement is the best protection that a landlord and a tenant can have. In a room rental situation, neither the landlord nor the tenant has to follow the rules contained in the law. This means that if you are renting a room from your landlord, you may find yourself evicted with little notice. If you are a landlord, you may find it difficult to collect unpaid rent, or keep a deposit, without having a written agreement.

If you have a written agreement, then the rules and terms contained in the written agreement will apply to the renting relationship. An agreement adds certainty, and allows both the landlord and the tenant to know what is expected of them throughout the renting relationship.

What should a Living with Your Landlord Agreement say?

The attached sample Living with Your Landlord Agreement contains examples of the types of things that can be covered by an agreement. The sample Living with Your Landlord Agreement will provide you with a general idea of the terms that are important to include in your own written agreement, including rent, house rules, deposits, how to end the agreement, and how to deal with disputes. The sample Agreement contains some terms that may not apply to your situation, so this sample Living with Your Landlord Agreement should be adapted to fit your particular arrangements. Additional terms should be added if they are needed.

Disclaimer

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Sample Living with Your Landlord Agreement*

This sample room rental agreement (“Agreement”) is made on the _____ day of _____, 20____, between:

(hereinafter referred to as the “Landlord”)

– and –

(hereinafter referred to as the “Tenant”)

THE LANDLORD AND THE TENANT AGREE AS FOLLOWS:

1. Acknowledgement

The Landlord and the Tenant both acknowledge that this Agreement is not governed by the Alberta *Residential Tenancies Act*.

2. Rental Accommodations

A. The Landlord agrees to rent Accommodations (as defined below) to the Tenant in the property located at _____, Alberta.

■ *Note: Many Landlords and Tenants have disputes about damages to the property. A way to avoid having disputes about property damage is to include an inspection report about the condition of the property when the Tenant moves in, and the condition of the property when the Tenant moves out. If there is deterioration in the condition of the property, then the Landlord can deduct expenses to repair the property damage from the deposit. If there is no deterioration in the condition of the property beyond normal wear and tear, then the Landlord cannot keep any of the deposit for property damage.*

Using the chart on the next page, the Landlord and the Tenant can inspect the property when the Tenant moves in and write down any damage that already exists in the property. Then, when the Tenant is moving out, the Landlord and the Tenant can again inspect the property, and write down the condition of the property at that time. It is important to have proof of the condition of the property in case there is a dispute over deductions made from the deposit for property damage. The Tenant may also want to consider taking pictures of the premises as the inspection is being carried out.

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B. The Tenant and the Landlord agree that the Tenant is renting a bedroom, located (describe where the bedroom is located in the blank space, for example, on the second floor facing the street)

_____, and
 the following items (collectively the “Accommodations”), and they agree on the condition of the Accommodations, as follows:

Item	Condition on Arrival	Condition on Departure
Floor and Floor Coverings		
Walls and Ceiling		
Windows and Screens		
Closet(s) (doors and tracks)		
Lighting Fixtures		
Smoke Detector		
Door(s) (lock and knob)		
Bed		
Dresser(s)		
Desk, Chair		
Table		
Lamp or Reading Light		
Sheets and Blankets		
Towels		
Other		
Other		

C. The Landlord and the Tenant agree to the following House Rules:

■ *Note: For the following section, write any rules or conditions about the use of the property and Accommodations, and any other house rules.*

Area or Use of Property	House Rules
Bathroom (cupboard space?)	
Closets (full closet? shelves in closet?)	
Kitchen (cupboard space? dishes? utensils?)	
Porch / Entranceway (entry from back only? storage?)	
Living Room (TV? game consoles? stereo?)	
Dining Room	
Garage (storage? parking?)	
Study	
Yard (back yard only? no use?)	
Storage (basement, attic, shed)	
Fridge / Freezer (certain shelves only? labels?)	
Guests (overnight? certain hours only?)	
Noise	
Smoking (inside? outside?)	
Alcohol	
Pets	
Other	
Other	

3. Term of Tenancy

■ *Note: Choose the option that best fits your situation. Both options are periodic tenancies (which means that the tenancy will stay in place until either the Tenant or the Landlord give notice to end, or there is an eviction). Use the "Month-to-Month" option if the Tenant is going to pay rent once a month. Use the "Week-to-Week" option if the Tenant is going to pay rent once a week.*

Month-to-Month

Beginning on the _____ (*write in the date*), and continuing month-to-month until the Landlord or the Tenant ends the tenancy in a manner required by this Agreement.

Week-to-Week

Beginning on the _____, (*write in the date, including the day of the week*) and continuing week-to-week until the Landlord or the Tenant ends the tenancy in a manner required by this Agreement.

4. Rent

The Tenant agrees to pay the Landlord \$_____ on a weekly/monthly basis (*circle one*).

The Tenant agrees to pay the rent on the _____ day of each week / month (*circle one*).

The Rent includes:

- | | | |
|--------------------------------------|--|--------------------------------------|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Internet | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Water | <input type="checkbox"/> Phone | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Cable | <input type="checkbox"/> Parking Stall | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Heat | <input type="checkbox"/> Other _____ | |

All other utilities or services are the responsibility of the Tenant.

5. Deposit

- A. The Tenant will pay the Landlord, upon signing this Agreement, a deposit of \$_____ ("Deposit")
- B. The Landlord will hold the Deposit for the duration of this Agreement. The Landlord is under no obligation to keep the Deposit separate from any of the Landlord's assets, and the Landlord is not holding the Deposit in trust.
- C. The Landlord agrees to mail the Deposit, less any amount deducted (see section D below), to the Tenant within _____ days after the Tenant moves out.
- D. The Deposit may be used by the Landlord to cover any unpaid obligation that the Tenant has in relation to this Agreement, including, but not limited to, unpaid rent, damage beyond normal wear and tear to the Accommodations, and cleaning costs. If any deductions are made, the Landlord will provide the Tenant with a statement of account showing all deductions made.

- E. No interest will be paid in relation to the Deposit.

■ *Note: If you are requiring the Tenant to pay any other deposit, you can write down the details of that deposit in the space below.*

6. Tenant's Responsibilities

- A. The Tenant agrees to keep the Accommodations reasonably clean.
- B. The Tenant agrees to repair, or cover the cost of repair for, any damages incurred by the Tenant or the Tenant's guests.
- C. The Tenant agrees to report any damages or needed repairs to the Landlord.
- D. The Tenant agrees to insure the Tenant's property against damage or loss.
- E. The Tenant agrees to use the Accommodations solely for residential purposes.
- F. The Tenant agrees to not make any alterations to the Accommodations without receiving the Landlord's permission in writing prior to the alteration.
- G. The Tenant agrees not to lease the Accommodations to any other person.
- H. Other: _____
- I. Other: _____

7. Landlord's Responsibilities

- A. The Landlord agrees to provide Accommodations that are in a good state of repair.
- B. The Landlord agrees to maintain the property in accordance with the *Public Health Act*.
- C. Other:
- D. Other:

8. Entry by Landlord

- A. The Landlord may enter the Tenant's Accommodations without prior written notice if:
 - i. there is an emergency;
 - ii. the tenant allows it;
 - iii. the tenant has abandoned the premises; or
 - iv. a court order allows it.

- B. The Landlord must give the Tenant 24 hour written notice to enter the Tenant's Accommodations to:
- i. conduct an inspection;
 - ii. to make repairs;
 - iii. to show the premises to prospective purchasers or mortgagees;
 - iv. to show the premises to prospective tenants, if the Tenant or Landlord has provided notice to end this Agreement; and
 - v. to take necessary steps to control pests.

9. Termination

A. By Notice

■ *Note: Choose the option that works best for your situation.*

- i. This Agreement can be terminated by the Landlord or the Tenant by giving written notice at least _____ days / weeks / months in advance of the date of termination.
 - ii. This Agreement will end at noon (12:00 p.m.) on the date of termination, unless the Landlord and the Tenant agree to a different time.
- B. By Breach
- i. If either the Landlord or the Tenant breaches a term of this Agreement, the party who did not commit a breach may end this Agreement by giving written notice of termination.
 - ii. The notice of termination is effective at noon on the _____ day after delivery ("Termination Day").
 - iii. If the breach is non-payment of rent, then if the Tenant pays all of the rent owing in full by noon on the Termination Day, then this Agreement remains in force, and the notice to terminate is not effective to end this Agreement. If, however, the Tenant pays the rent late on more than two occasions, the Landlord can choose to terminate the Agreement, and the Tenant must vacate the premises by noon on the Termination Day as specified in the notice.

10. Terms of Agreement

- A. Any changes to this Agreement must be in writing and signed by both the Landlord and the Tenant.
- B. The Landlord and the Tenant recognize that this Agreement constitutes the full Agreement between them.

11. Dispute Resolution

- A. If a problem arises that is not directly dealt with by this Agreement, the Landlord and the Tenant agree to talk to each other about the problem, with honest intentions to resolve it.
- B. If the Landlord and the Tenant cannot resolve the issue, then the Landlord and Tenant agree to the following methods of conflict resolution:

■ *Note: Choose the option that works best for your situation.*

- mediation
- decision by household consensus
- decision by Landlord

12. Acceptance

The Landlord has signed this Agreement on _____, 20____.

Signature: _____

The Tenant has signed this Agreement on _____, 20____ and hereby acknowledges receipt of a signed copy of this Agreement.

Signature: _____

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