

Residential Tenancy Agreement

Date of Agreement _____

BETWEEN:

_____ (hereafter referred to as 'the Tenant(s)')

AND

_____ (hereafter referred to as 'the Landlord')

(Landlord's Address)

1. The rental premises are **G** a single family dwelling, **G** unit in a duplex, triplex, or fourplex, **G** an apartment, **G** room in a house or apartment located at:

_____ (Street address of Rental Accommodation)

2. The term of this agreement shall be:

Tenancy shall begin on

_____, and (if applicable) end on _____.
(date) *(date)*

Prior to terminating the tenancy, the tenant is required to give written notice to the landlord. A tenant with a fixed term lease must give 60 days written notice, and the termination date cannot be earlier than the final day of the lease. A month to month tenant must give 60 days written notice, with the termination date being the final day of a monthly rent period.

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

4. The landlord acknowledges receipt from the Tenant of the sum of \$ _____ as a rent deposit to secure the Tenant's performance of the obligations imposed by this agreement. The rent deposit may not be larger than one month's rent and may be applied toward the last month's rent only. The interest on the deposit is 6% once every 12 months.

- 5.(a) Utilities will be paid by the parties as indicated below:

	Landlord	Tenant		Landlord	Tenant
Electricity	G	G	Garbage removal	G	G
Gas	G	G	Oil	G	G
Water	G	G	Other(s)(specify)		
Telephone	G	G	_____	G	G
Cable TV	G	G	_____	G	G

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

	Landlord	Tenant		Landlord	Tenant
Stove	G	G	Furnace	G	G
Refrigerator	G	G	Hot Water Heater	G	G
Washer	G	G	Other(s)(specify)		
Dryer	G	G	_____	G	G
Dishwasher	G	G	_____	G	G

6. The following person is authorized to act on behalf of the Landlord and is specifically authorized to accept notices of the Tenant's complaints and to accept any service of legal process or notice. (Complete if different from Landlord.)

(Name)

(Address)

7. There will be no more than ____ persons occupying the rental premises.

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

9. The landlord shall at all times maintain the premises and appliances provided by him/her in a condition that complies with the Tenant Protection Act.

10. The Landlord shall give 24 hours written notice of his/her intent to enter the Tenant's premises between 8:00 a.m. to 8:00 p.m., but such notice need not be given in the event of an emergency or if the Tenant consents to the Landlord's entry without such notice being given. Once the tenant has given notice of termination, the landlord may show the accommodations between 8:00 a.m. to 8:00 p.m. The landlord must make reasonable effort to inform the tenant of his/her intention to do so.

11. If the Tenant remains in possession after a lawful termination without the Landlord's consent, the Landlord may apply to The County Court of Ontario for an order of possession.

12. The landlord agrees not to raise the rent for the next 12 months, and any notice of increase shall be given in writing, 90 days in advance.

13. OPTIONAL PROVISIONS

The following provisions are optional and may be used only if both parties agree. To be binding the optional provision must be initialled by both parties.

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

(b) The Tenant agrees not to assign or sublet the premises without the Landlord's written permission and consent. The Landlord shall not reasonably withhold consent. _____

(c) The Tenant is allowed the following pets: _____

(d) The Landlord and Tenant agree that this accommodation is designated as NON-smoking. _____

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 and agreed to by both parties or they are not enforceable.

(Landlord or Landlord's Agent)

(Tenant(s))

(Date)

(Date)