

RESIDENTIAL TENANCY AGREEMENT
(Fixed Term Tenancy)

THIS AGREEMENT made in duplicate the _____ day of _____, 200____.

BETWEEN:

[Designate Of Each Owner On Title], individuals resident in

(hereinafter either individually or collectively referred to as the "Landlord")

- and -

[Names Of Each Tenant], individuals resident in

(hereinafter either individually or collectively referred to as the "Tenant")

PREMISES

1. The Landlord hereby leases to the Tenant the residential premises described as:

(hereinafter referred to as the "premises") for use and occupation as residential premises only, subject to the terms and conditions of this Agreement and of the Residential Tenancies Act of the Province of Alberta.

TERMS

2. Unless earlier terminated in accordance with the provisions of this Agreement or with the expressed written consent of the Landlord, this Agreement shall be for a fixed term commencing at 12 o'clock noon on the ____ day of _____, 200__ and ending at 12 o'clock noon on the ____ day of _____, 200__, and no notice shall be required for either the Landlord or Tenant to terminate the tenancy at the end of the fixed term.

RENT

3. The Tenant shall pay monthly, in advance, by way of post-dated cheques, to the Landlord at _____ a rental of \$ _____ **per month** on or before the first day of each and every month of the term of this Agreement. The Tenant shall provide post-dated cheques in advance for each month of the term. In the event any rent amount is not paid when due, all remaining rent payments over the unexpired term of this Agreement shall, at the discretion of the Landlord, become immediately due and payable. If applicable a partial months rent of \$ _____ will be due for the period commencing _____.

UTILITIES

4. The rental rate prescribed above DOES NOT include the costs of providing natural gas, water, sewer, and electricity services to the premises, which shall be the obligation of the Tenant, and the Tenant agrees to pay on demand to the appropriate authority or utility provider, or Landlord for those utilities billed directly to the Landlord by the appropriate authority, and to be fully responsible for the costs of such services.

- CABLE, INTERNET AND TELEPHONE 5. The Tenant agrees to pay on demand to the appropriate authority, or Landlord for those services billed directly to the Landlord by the appropriate authority, and to be fully responsible for the costs of all other services not specifically mentioned in Paragraph 4 above, including, without limitation, the costs of cable, internet and telephone services.
- APPLIANCES 6. The Landlord agrees that throughout the term of this Agreement, the Landlord will supply for the Tenant's use a refrigerator, range, dishwasher, clothes washer, and clothes dryer in the premises.
- OTHER OCCUPANTS 7. The Landlord and the Tenant agree that the premises may be occupied by the Tenant and their children, unless the Landlord consents in writing to the occupation of the premises by some other or an additional person or persons.
- SECURITY 8. (a) The Tenant agrees to pay to the Landlord a security deposit of _____ on _____ (Month/Day/Yr). The Landlord may deduct from the security deposit any amount that the Landlord deems necessary to provide for:
- (i) repairing any damage to the premises (including the building of which the premises form a part, and the property on which the building is located), fixtures, furniture, appliances and any other items leased pursuant to this Agreement, which damage may have been caused by the Tenant or any person or persons invited on the premises by the Tenant, normal wear and tear excepted; PROVIDED that the Landlord meets the inspection report requirements of Section 18 of the Residential Tenancies Act, as set forth in Clause 10 of this Agreement;
 - (ii) cleaning the premises, including cleaning of the draperies and carpets, if the Tenant gives up possession of the premises in such condition that the premises require cleaning, normal wear and tear excepted;
 - (iii) payment of rent, and/or utility charges owing to the Landlord by the Tenant and any amounts due to the Landlord as the result of a default of the Tenant under this Agreement, and
 - (iv) the discharge of any other obligations or liabilities of the Tenant respecting the premises.
- (hereinafter either individually or collectively referred to as "Damages").
- (b) In the event that the quantum of monies required to compensate the Landlord for the Damages referenced in subparagraph 8(a) above exceeds the amount of the security deposit, the Tenant shall, immediately upon request from the Landlord, pay to the Landlord any amounts in respect of the Damages which is in excess of the security deposit, plus interest thereon from the date initially due until the date the Landlord receives payment in full, whether before or after judgement at the rate of 1.5 percent per month.
- (c) The Landlord agrees to deposit the security deposit received from the Tenant in an interest-bearing account at a bank, treasury branch, credit union or trust company in Alberta within two (2) banking days of receiving the security deposit, as required by the Residential Tenancies Act. The Landlord agrees to invest the security deposit only in deposit receipts, deposit notes, certificates of deposit, acceptances or other similar instruments issued by or guaranteed as to principal and interest by a bank, credit union, loan corporation, treasury branch, trust

corporation or insurance company authorized to carry on business in Alberta. If the Landlord is entitled, under the Residential Tenancies Act or this Agreement, to money in a security deposit trust account, the money may be withdrawn from the trust account and transferred to the Landlord.

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| INTEREST ON SECURITY DEPOSIT | 9. | Unless otherwise agreed by the Landlord and the Tenant the Landlord agrees to pay to the Tenant interest on the security deposit annually at the rate or rates prescribed by the <u>Residential Tenancies Act</u> and the regulations thereto, as applicable. |
| INSPECTIONS | 10. | The Landlord and the Tenant agree to complete an inspection of the premises within one week before or after the Tenant takes possession of the premises and within one week before or after the Tenant surrenders possession of the premises. The Landlord agrees to provide the Tenant in each instance with a report of the inspection that describes the condition of the premises. The Landlord may complete the inspection without the Tenant if an adult person who falls within the definition of the term "tenant" (as the term "tenant" is defined in the <u>Residential Tenancies Act</u>) has refused to take part in two inspections suggested by the Landlord to take place on different days, on days that are not holidays and between 8:00 am and 8:00 pm. The Landlord agrees that the inspection reports will contain the statements, and the Landlord and the Tenant agree that the inspection report will be signed, as required by the Residential Tenancies Ministerial Regulation under the <u>Residential Tenancies Act</u> . |
| CARE OF PREMISES | 11. | <p>(a) The Landlord agrees that the premises supplied to the Tenant by the Landlord at the commencement of the term of this Agreement shall be in a reasonably good state of repair and reasonably clean and that insofar as the Landlord is responsible for the maintenance of the premises pursuant to this Agreement, they will be maintained in a reasonably good state of repair. The Landlord also agrees that any items supplied by the Landlord pursuant to Clause 6 of this Agreement shall be in good working order and capable of enjoyment by the Tenant and shall be maintained by the Landlord in a reasonably good state of repair throughout the term of this Agreement.</p> <p>(b) The Tenant agrees to take good care of the premises and keep them in reasonably clean condition, to take good care of any items supplied to the Tenant by the Landlord pursuant to Clause 6 of this Agreement.</p> |
| MAINTENANCE COSTS | 12. | <p>The Tenant shall be responsible for:</p> <p>(a) the costs of repairing plugged toilets, sinks and drains and the cost of all damage resulting directly or indirectly therefrom;</p> <p>(b) the costs of replacing light bulbs;</p> <p>(c) the costs of replacing or repairing all windows, screens, doors, appliances and fixtures damaged, broken, removed or destroyed at any time during the tenancy, whether by the Tenant or any other person or persons invited on the premises by the Tenant.</p> <p>(d) the cost of cleaning, repairing and replacing soiled, stained or damaged floor coverings, counter tops and draperies; and</p> <p>(e) the cost of any other repairs or replacements to the premises or the common property of the premises due to Tenant neglect or wilful damage by the Tenant or guests.</p> |
| TENANT INSURANCE | 13. | <p>It shall be the responsibility of the Tenant to:</p> <p>(a) insure the Tenant's property on the premises against damage or loss to such property caused by fire, theft and any other perils which cause such damage or loss.</p> |

- (b) obtain and carry general comprehensive liability insurance of a minimum of \$1,000,000.00 coverage against wilful or negligent acts or omissions by the Tenant or persons for whom the Tenant is responsible.
- (c) provide a copy of Certificate of Insurance to the Landlord.
- WAIVER AND INDEMNITY 14. The Tenant hereby waives and releases the Landlord from any liability for damage or loss to and any persons or property which occurs in connection with the premises, the building and its facilities, grounds or parking lot. The Landlord shall not be responsible for any loss of the Tenant's property in the premises or stored in the building. The Landlord is not responsible for damages, inconvenience or fumigation costs due to insect infestation.
- The Tenant hereby indemnifies and saves harmless the Landlord for and in relation to any and all loss or damage caused by the Tenant or the Tenant's guests or invitees, through neglect, misuse or carelessness and the Tenant shall indemnify and save harmless the Landlord for and from all actions, causes of action, or claims for damage or injury of any nature, kind and description whatsoever, arising out of or in connection with Tenant's occupation of the premises, or the facilities, parking areas and grounds located in, upon or associated with the premises.
- BEHAVIOR 15. The Tenant will not cause, and the Tenant will ensure that the family and guests of the Tenant do not cause a nuisance or disturbance to neighbors of the premises.
- ASSIGNMENT & SUBLETTING 16. The Tenant shall not have the right to assign or sublet the premises to another person or persons without the written consent of the Landlord.
- ABANDONMENT 17. Should the Tenant fail to take possession of the premises at the commencement of the term of this Agreement, or abandon the premises before the expiration of this Agreement, the Landlord may take possession without notice or demand and re-let the premises on such conditions as the Landlord may deem advisable. Without prejudice to the Landlord's right to recover rent and utility charges which may be owing and without prejudice to any claim or claims for damages, the Tenant will be charged a re-rental fee of \$ _____ and will also be responsible for paying the rent until the end of the Residential Tenancy Agreement term, or until a new tenant, suitable to the Landlord, is found to occupy the premises.
- RULES AND REGULATIONS 18. The Tenant and Tenant's guests will observe and comply with the Landlord's RULES AND REGULATIONS which are attached to and form part of this Agreement, with such reasonable variations and modifications as may be made to such RULES AND REGULATIONS from time to time by way of reasonable written notice from the Landlord to the Tenant, provided that such variations and modifications do not modify this Agreement and are clear and fair and are intended to either:
- (a) promote the comfort, safety or welfare of the Tenant, the family and guests of the Tenant and/or other tenants in the building of which the premises form a part;
- (b) preserve the Landlord's property from abusive use or promote the care and cleanliness of the premises, the building of which the premises form a part, if any, or the property on which the building is located, or
- (c) make a fair distribution of services or facilities provided for the Tenant's use
- LIABILITY FOR RENT 19. When two or more persons comprise the Tenant for the purposes of this Agreement, the Landlord may collect the rent due and the utility charges to the Landlord pursuant to this Agreement from any or all of them. The liability of

each person comprising the Tenant shall be joint and several in respect of any and all obligations of the Tenant under this Agreement.

- QUIET ENJOYMENT 20. The Landlord acknowledges that in executing this Agreement, the Landlord is exercising the Landlord's lawful power, and in so executing, and subject to the terms of this Agreement, grants the Tenant the right of full use and occupation and peaceful enjoyment of the premises with such security of tenure.
- RIGHT OF ENTRY 21. Except as otherwise permitted by this paragraph 20, the Landlord shall not enter the premises without the consent of the Tenant or of any adult person lawfully on the premises. The Landlord shall have the right to enter the premises:
- (a) immediately, and without notice or consent:
 - (i) if the Landlord has reasonable grounds to believe that an emergency exists or that the Tenant has abandoned the premises; or
 - (ii) needs to make repairs or adjustments to the heating, water, electrical, telephone, or other services of the building of which the premises form a part. The Tenant acknowledges that access to these services is located in the premises.
 - (b) without consent, but after notice to the Tenant:
 - (i) to inspect the state of repair of the premises;
 - (ii) to make general repairs to the premises;
 - (iii) to show the premises to prospective purchasers or mortgagees of the premises; or
 - (iv) to show the premises to prospective tenants after a notice of termination has been served.

Where required, a notice shall be served on the Tenant at least 24 hours before the time of entry, the entry must be between 8:00 am and 8:00 pm and the entry must be made on a day that is not a holiday (except that the Landlord may enter on a Sunday if the Tenant's religious day of worship is not a Sunday and the Tenant has provided the Landlord with a written notice of that day) or on a day that is not the Tenant's day of religious worship (if that day is not a Sunday and the Tenant has provided the Landlord with a written notice of that day).

- FORCE MAJEURE 22. The provisions of this lease may be suspended or terminated at any time by the Landlord should any event make such suspension or termination advisable when considered from the perspective of the Landlord, including, without limitation to the generality of the foregoing, damage to the premises or the building of which the premises form a part which makes the premises uninhabitable, or any intervention by any regulatory, governmental or other authority which prevents or otherwise renders the lease of the premises uneconomic for the Landlord.
- USE 23. The Tenant shall use the premises for residential purposes only. The Tenant shall not allow the premises to be used for any illegal or immoral purpose.
- COMPLY WITH LAWS 24. The Tenant shall comply with all health, fire and other regulations and requirements of competent authorities. The Tenant shall not do anything to create or allow a health, fire or other hazard to exist.
- TENANT'S COPY OF AGREEMENT 25. The Landlord shall deliver to the Tenant a duplicate copy of this agreement signed by the Landlord within TWENTY-ONE (21) days after execution of this Agreement by the Tenant and return of this Agreement to the Landlord. Where a copy of this Agreement is not delivered within the time specified, the Tenant may withhold payment of rent.
- BINDING EFFECT 26. This Agreement shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Tenant.

LANDLORD'S ADDRESS

27. The Landlord will advise the Tenant of the address and postal code within Alberta of the Landlord within seven (7) days of the Tenant's taking possession of the premises and will advise the Tenant of any change in such information as required by the Residential Tenancies Act. Unless otherwise provided, the Landlord's address for notice is:

HEADINGS

28. The headings in this Agreement are inserted for convenience of reference only and shall not affect the construction of this Agreement.

CONFLICTS

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Signed by the Landlord in the presence of:

Witness

Signature of Landlord or Landlord's Agent

Signed by the Tenant in the presence of:

Witness

Signature of Tenant

Witness

Signature of Tenant

RECEIPT OF LEASE

I hereby acknowledge receipt of a DUPLICATE ORIGINAL OF THIS RESIDENTIAL TENANCY AGREEMENT this ____ day of _____, 200__.

Tenant

Tenant's Signature

Tenant

Tenant's Signature

RULES AND REGULATIONS

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|-------------------------|---|
| MAINTENANCE | <ol style="list-style-type: none"> 1. The Tenant shall dispose of all garbage from the premises in a proper manner. 2. The Tenant shall use the decks, entrance and walks in a proper manner. 3. If windows or doors are left open on the premises by the Tenant or by any person invited on the premises by the Tenant, causing plumbing to freeze, damage by rain or water damage to floors or walls, the Tenant shall be responsible for any damage occasioned by such action. 4. The Tenant agrees to immediately report to the Landlord any and all damage that may occur to the premises. 5. Only small picture hooks and small nails may be used for the hanging of pictures in the premises. 6. The Tenant shall be responsible for replacing glass with glass of a kind and quality similar to that, which may be broken, cracked or damaged due to the negligence, or wilful misconduct of Tenant or any other person or persons invited on the premises by the Tenant. 7. The hallways, passages, and stairs of the building in which the premises are situated shall be used for no purpose other than going to and from the premises and the Tenant shall not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with other tenants. 8. Boots and rubbers which are soiled or wet shall be removed at the entrance to the building in which the premises are located and taken into the Tenant's premises. 9. No structural alterations, painting, papering or redecorating shall be done by the Tenant without the prior written consent of the Landlord. 10. Neither the Tenant nor the Landlord shall add to or change locks on doors giving access to the premises or to any building or property of which the premises form a part without the prior written consent of the other party. After consent is given by the Landlord, the Tenant is required to provide the Landlord with a key for any locks installed or changed by the Tenant. 11. The Tenant will place plastic or other soft sliders/protectors on the bottom of each leg of furniture. |
| SAFETY | <ol style="list-style-type: none"> 12. The Tenant must keep and observe all health, fire and police regulations of the Province and city, town or municipality in which the premises are located 13. No additional electric wiring or heating units shall be installed in the premises without the prior written consent of the Landlord. 14. No combustible material or flammable liquid shall be kept on the premises except in small quantities and in containers approved for this purpose. 15. If the Tenant is absent from the premises and the premises are unoccupied for a period of fourteen (14) days or longer, the Tenant shall notify the Landlord and arrange for a regular inspection by a competent person. 16. The Tenant must obtain the approval of the Landlord before a waterbed or waterbeds are used on the premises. |
| CONSIDERATION OF OTHERS | <ol style="list-style-type: none"> 17. Noise shall not be permitted in the premises which, in the opinion of the Landlord, disturbs the comfort of the neighbors to the premises. 18. No pets, animals, reptiles or birds of any kind shall be allowed or kept in or about the premises either on a permanent or temporary basis. 19. The Tenant will not leave guests in charge of the premises or have guests stay longer than four (4) weeks without notifying the Landlord. 20. If parking facilities are provided, they are provided at the Tenant's own risk and the Tenant is required to park in the stall allotted to the Tenant. Unlicensed or inoperable vehicles parked on the Landlord's property will be removed at the Tenant's expense. 21. The Tenant shall not place or expose or allow to be placed or exposed anywhere in the premises within or without, any placard, notice plate or sign for advertising purposes, nor shall the Tenant affix to the premises or erect thereon any radio or TV antenna or towers, without the prior written consent of the Landlord. |

Signed by the Landlord in the presence of (if not a corporation):

Witness

Signature of Landlord or Landlord's Agent

Signed by the Tenant in the presence of:

Witness

Signature of Tenant

Witness

Signature of Tenant

Tenants:

Address & phone contact

Reference & Next of Kin with whom not living
Reference:

Phone:

Employment

Contacts:

Banking information.

Important medical conditions in case of emergency

All information in this lease is true/correct & will be used to determine our Tenant worthiness. I/We authorize/consent to the landlord receiving & exchanging with other persons any information from references as to our credit worthiness.