

ALBERTA RESIDENTIAL TENANCY AGREEMENT

THE PARTIES

1. This agreement is made in duplicate between

LANDLORD

Name _____

Address _____

City _____ Province _____ Postal Code _____

Phone (work) _____ Phone (home) _____

Email _____ Cell _____

-and-

TENANT(S) _____
Name(s) _____

THE OCCUPANTS

Name all adults and/or children who will occupy the premises _____

Type of Property _____

Only tenants and occupants named may live in the premises without written consent of the landlord.

THE PREMISES AND MANAGEMENT

2. The landlord will rent to the tenant and the tenant will rent from the landlord the following:

Street _____ City / Town _____ Postal Code _____

Tenant's mailing address (if different from above) _____

Tenant's Phone Number _____ (work) _____ (home)

E-mail _____ Cell: _____

Next of Kin _____
Emergency Contact _____ Phone Number(s) _____

3. The current agent or property manager for the landlord:

Name _____

Address _____ Phone Number (work) _____ (home) _____

E-mail _____ Cell _____

4. The current superintendent for the building:

Name _____

Address _____

Phone Number _____ Emergency Phone Number _____

E-mail _____ Cell _____

INITIALS

Landlord

Tenant

SERVING OF DOCUMENTS

5. All Notices to Terminate or service of documents to the landlord shall be in writing and served in person, by registered mail, or by any other means authorized by the Landlord to:
- the landlord / owner (and/or) the agent or property manager or
 the superintendent at the above noted addresses.

BEGINNING AND TERM OF AGREEMENT

6. The tenancy begins on the _____ day of _____, 20____ and this shall be the anniversary date.

The term is to run from year to year , from month to month , from week to week and the tenancy continues until the landlord or the tenant gives proper notice to terminate.

OR

The tenancy is for a fixed term, beginning on the _____ day of _____, 20____ and ending on the _____ day of _____, 20____.

AMOUNT OF RENT

7. The tenant will pay rent of \$_____ per _____ by:
(week / month)
- Cash Cheque Other _____
- Rent is due on the _____ day of each month/week and is payable to _____
-

The landlord must give a written notice to the tenant of an increase as follows:

- 12 full weeks for a week-to-week agreement
- 3 full months for a month-to-month agreement
- 180 days for any other periodic tenancy

Rent may be increased if the following time has passed since the last rent increase:

- 26 full weeks for a week-to-week tenancy
- 6 full months for a month-to-month tenancy
- 180 days for any other periodic tenancy

INCLUDED ITEMS

8. The following items, appliances, and services are included in the rent: (Check only those things that are included and provide additional information if required.)

- | | | |
|---|---|---|
| <input type="checkbox"/> stove | <input type="checkbox"/> natural gas | <input type="checkbox"/> sewage disposal |
| <input type="checkbox"/> refrigerator | <input type="checkbox"/> cable service | <input type="checkbox"/> other (define) _____ |
| <input type="checkbox"/> laundry facilities | <input type="checkbox"/> heat | _____ |
| <input type="checkbox"/> dishwasher | <input type="checkbox"/> water | _____ |
| <input type="checkbox"/> furniture | <input type="checkbox"/> garbage collection | _____ |
| <input type="checkbox"/> carpets | <input type="checkbox"/> electricity | |
| <input type="checkbox"/> window coverings | <input type="checkbox"/> parking | # of spaces _____ space # _____ |

INITIALS

Landlord

Tenant

The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent.

RESPONSIBILITY OF THE TENANT

The tenant is responsible for the following:

- Lawn care
- Late payment charges
- Snow removal
- Returned cheque charges
- Garbage removal
- Parking @ \$ _____ / month # of spaces _____
- Tenant insurance

9. Additional obligations _____

DEPOSIT

10. A security deposit is not required.

OR

A security deposit of \$ _____ (not to exceed 1 month's rent) will be deposited for the tenant by the landlord at _____
Financial Institution / Branch

in a trust account within 2 days of its receipt, and will be returned to the tenant with interest, within 10 days of the termination of this agreement, unless :

- the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent and/or damages;
- the landlord gives the balance of the deposit to the tenant with a statement of account that lists the damages and repair costs and details of cleaning charges; or
- the landlord gives the tenant an estimate of the deductions to be made and he or she returns the money that won't be used. The landlord must give the tenant a final statement and any money owing within 30 days of the tenancy ending.

At the end of each tenancy year, the interest from the security deposit must be paid to the tenant, or if the landlord and tenant both agree, the interest may be compounded annually and paid to the tenant at the end of the tenancy.

- Interest to be paid to the tenant annually.
- Interest to be compounded and paid at the end of the tenancy.

INITIALS

Landlord

Tenant

INSPECTION REPORT

An inspection of the premises and the preparation of a written inspection report signed by the landlord and tenant and prepared within 1 week of the start of the tenancy and within 1 week of the end of the tenancy is recommended. If an inspection report is prepared, it shall form part of the agreement.

- A form of inspection report is attached to the agreement.
 An inspection report is not attached.

MISCELLANEOUS

11. The landlord and tenant promise to comply with the conditions set out in Schedule "A." The tenant acknowledges receipt of the rules of the residential premises and residential property which are attached hereto as Schedule "___."
12. Rent is considered late the day after it is due. The landlord may impose penalties on a tenant for late rent payments.
13. If a Fixed Term Lease continues after the completion of the term on a month-to-month or a week-to-week bases, Notices of Termination must be in writing. The tenant must give 1 calendar month's notice for a month-to-month agreement, and 1 week's notice for a week-to-week agreement, in writing to the landlord before the rent is due. If it is the landlord terminating the tenancy, depending on the situation, he or she must allow the tenant the following notice periods:
 - 1 week for weekly rental
 - 3 months for monthly rental
14. This agreement is for the benefit of and is binding on the landlord and tenant and their heirs, executors, administrators, and assigns.
15. Any or all tenants signing this lease take full responsibility for all terms and conditions.

INITIALS

Landlord

Tenant

SIGNATURES

Attachments (Initials required)

_____ The tenant has received a copy of the signed agreement within 21 days of the date of the signing of the agreement.

_____ The tenant has read, signed, and received the rules and attachments to this agreement.

_____ Other _____

SIGN BOTH COPIES SEPARATELY

_____ Date

_____ Landlord

ANY OR ALL TENANTS SIGNING THIS AGREEMENT TAKE FULL RESPONSIBILITY FOR ALL OF ITS TERMS AND CONDITIONS.

_____ Date

_____ Tenant

_____ Date

_____ Tenant

_____ Date

_____ Tenant

The following statement is required by the Alberta Residential Tenancy Act to be printed on any written residential property lease.

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.

Schedule "A"

The following conditions apply where the relationship of landlord and tenant exists, regardless of any agreement, declaration, lease, waiver, or other statement to the contrary:

Conditions:

1. Sublet

The tenant may assign or sublet the residential premises to another person with the consent of the landlord. The landlord must respond to the tenant in writing within 14 days of the tenant's request to sublet or assign the premises. The tenant may assume the landlord agrees to the sublet or assignment if the landlord does not respond to the tenant's request within 14 days. The landlord cannot unreasonably withhold consent to assign or sublet.

2. Locks

Neither the tenant nor the landlord may change or add a lock or security device (for example, a door chain) to residential premises unless both agree, or unless ordered by an arbitrator. In an emergency, the landlord may change the lock on the main door of the residential property and the tenant may change a defective lock on the residential premises and promptly provide the other party with a copy of the new key.

3. Entry of Residential Premises by the Landlord

The landlord may enter the residential premises only if one of the following applies:

- The landlord gives the tenant a written notice which states why the landlord needs to enter the residential premises and specifies a reasonable time not sooner than 24 hours from the time of giving notice. The landlord may enter the residential premises between the hours of 8 a.m. and 8 p.m. The landlord may not enter the rental unit on the tenant's day of worship or holidays.
- There is an emergency;
- The tenant gives the landlord permission to enter at the time of entry or not more than one month before the time of entry for a specific purpose;
- The tenant has abandoned the residential premises;
- The landlord must give the tenant 24-hour notice if he or she will be showing the rental unit to prospective renters or buyers;
- If the landlord needs to do repairs or inspect repairs, he or she must give 24-hour notice to the tenant.

4. Pets and Smoking

If the rental agreement does not address pets and smoking then they are permitted in the rental premises. The landlord of a private unit has the right to refuse to rent a premise to a pet owner or smoker.

5. Additional Terms

(Write down any additional terms)

Landlord signature

Date

Tenant signature

Date

Tenant signature

Date