

RESIDENTIAL TENANCY AGREEMENT

(Fixed Term Tenancy)

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.

THIS AGREEMENT made in duplicate the _____ day of _____, 20____.
BETWEEN:

Landlord or Landlord's Agent

_____ Municipal Address _____ Postal Code

Telephone Number

(referred to in this Agreement as the "Landlord"),
- and -

Tenant

Telephone Number / email
(referred to in this Agreement either individually or collectively
as the Tenant)

OTHER OCCUPANTS

1. The Landlord agrees that in addition to the Tenant, the premises may be occupied only by the following other persons:
- | | |
|----------------|----------------|
| 1. Name: _____ | 4. Name: _____ |
| 2. Name: _____ | 5. Name: _____ |
| 3. Name: _____ | 6. Name: _____ |

In any event the tenant agrees the occupancy will **not exceed a total of _____ persons**, unless the Landlord consents in writing to the occupation of the premises by some other or an additional person or persons.

PREMISES

2. The Landlord leases to the Tenant the residential premises described as follows:

(municipal address including suite number, if any)

(City or Town)

(Province)

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

TERM AND EXPIRATION

3. This Agreement shall be for a **fixed term** commencing at 12 o'clock noon on the _____ day of _____, 20____, and ending at 12 o'clock noon on the _____ day of _____, 20____ and no notice shall be required for either the Landlord or Tenant to terminate the tenancy at the end of the fixed term.

RENT

4. The Tenant shall pay monthly, in advance, to the Landlord a rental amount of \$ _____ per month on or before the first day of each and every month of the term of this Agreement. (The rent shall be pro-rated as required.) The landlord reserves the right to choose the method of rent payments.

Rent payments must be in the name of _____.

UTILITIES AND SERVICES

5. The following utilities and services are the responsibility of; (indicate by each if the landlord or the tenant is responsible)

Natural gas	_____	Telephone	_____
Electricity	_____	Cable	_____
Water / Sewer	_____	Internet	_____
Garbage	_____	Others	_____

PARKING

6. The Tenant shall pay to the Landlord monthly, in advance, at the same time at which rent is, the following amount for parking and for an automobile plug-in to be provided by the Landlord to the Tenant through the term of this Agreement:

Parking (parking stall number _____)	\$ _____
Automobile Plug-in (15 Amp.)	\$ _____

APPLIANCES, FURNITURE, ect.

7. The Landlord agrees that throughout the term of this agreement, they will supply to the Tenant in good working order at the sole cost to the Landlord, excluding damages, the following items:

[] Refrigerator [] Range [] Dishwasher [] Washer [] Dryer [] Draperies

[] Furniture as per the attached Schedule [] Other _____

Landlord's initials _____ Tenants initials _____

- AMENITIES** 8. (a) The Tenant has the right to use the following amenities and facilities throughout the term of this Agreement at no additional cost to the Tenant:

(Please specify)

(b) The following are exclusively reserved to the Landlord or the Landlord's designee(s) and are not granted to the Tenant pursuant to this Agreement.

(Please specify)

- PETS** 9. No pets or animals of any sort shall be allowed or keep in or about the premises unless specified here; no pets **OR** the following pets _____.

If pets are permitted on the property the tenant agrees to dispose of waste in a proper manner.

- SMOKING** 10. Smoking of any sort shall not be allowed inside the premises unless specified here; smoking prohibited smoking allowed.

If smoking takes place on the property the tenant agrees to dispose of waste in a proper manner.

- SECURITY DEPOSIT** 11. (a) The Tenant agrees to pay to the Landlord a total security deposit of \$_____, by _____ day of _____, 20____ not to exceed the equivalent of one month's rent pursuant to this agreement.

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, if any, 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 expected.
 - (ii) cleaning the premises, 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 owing to the Landlord by the Tenant upon the termination of this Agreement; and
 - (iv) the discharge of any other obligations or liabilities of the Tenant to the Landlord.

- INTEREST ON SECURITY DEPOSIT** 12. 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 Residential Tenancies Act and the regulations thereto, as applicable.

- INSPECTION PREMISES** 13. The Landlord and the Tenant agree to complete an inspection of the Premises and Property within one week of the Tenant's taking possession and within one week of the Tenant's surrendering possession of the Premises and property.

The Landlord agrees to provide the Tenant in each instance with a report of the inspection that describes the condition of the Premises and Property. The Landlord may complete the inspection without the Tenant. The tenant may appoint an adult person to act on their behalf.

- CARE OF PREMISES** 14. a) The Landlord agrees that the Premises and Property supplied to the Tenant by the Landlord at the start of the of this Agreement shall be in a reasonably good state of repair and reasonably clean. The Landlord agrees to maintain the Premises in a reasonably good state of repair. The Landlord also agrees that any items supplied by the Landlord in Clause 6 and 7 of this Agreement shall be in good working order and capable of full enjoyment by the Tenant and shall be maintained by the Landlord in a reasonably good state of repair throughout the term of this Agreement.

b) The Tenant agrees to take good care of the Premises and Property, as supplied by the Landlord, and keep them in reasonably clean condition and to take good care of any items supplied to the Tenant by the Landlord in Clauses 6 and 7 of this Agreement.

- MAINTENANCE COSTS** 15. The tenant shall be responsible for, but not limited to;

 - (a) the costs of repairing plugged toilets, sinks, and drains; and
 - (b) the costs of replacing or repairing all windows, screens and light fixtures damaged, broken, removed or destroyed at any time during the tenancy;
 - (c) the costs of repairing or replacing of any mechanical system;

provided that the foregoing costs were incurred as a result of the negligence or willful misconduct of the Tenant or any other person or persons invited on the premises by the Tenant.

- TENANT'S INSURANCE** 16. It shall be the responsibility of the Tenant to insure the Tenant's property on the premises against damage or loss such property occasioned by fire, theft, flood and any other perils which cause such damage or loss. The Tenant will ensure the policy includes liability insurance as well.

Landlord's initials _____ Tenants initials _____

(Fixed Term Tenancy)

- SUBLETTING** 17. The Tenant shall not have the right to assign or sublet the Premises and Property to another person or persons without the written consent of the Landlord, which consent shall not be unreasonably withheld. If the Landlord does not respond to a request for consent within 14 days after receiving the request, the Landlord shall be deemed to have given consent. The Landlord shall provide the Tenant with written reasons for any refusal.

- ABANDONMENT** 18. 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 rental which may be owing and without prejudice to any claim or claims for damages.

- RULES AND REGULATIONS** 19. The Tenant will observe and comply with the Landlord's RULES AND REGULATIONS which are attached to and form part of this Agreement. The landlord from time to time make reasonable variations and modifications to the Rules and Regulations.

- LIABILITY FOR RENT** 20. When two or more persons comprise the Tenant for the purpose of this Agreement, the Landlord may collect the rent due to the Landlord pursuant to this Agreement from any or all of them.

- QUIET ENJOYMENT** 21. The Landlord acknowledges that in executing this Agreement, the Landlord grants the Tenant the right to full use and occupation and peaceful enjoyment of the Premises And Property during the term of this Agreement.

- RIGHT OF ENTRY** 22. The Landlord shall have the right to enter the premises;
without written notice;
 if the Landlord has reasonable grounds to believe that an emergency exists or that the Tenant has abandoned the premises, or,
without consent but after 24 hour written notice to the Tenant;
 (i) to inspect the state of repair of the premises,
 (ii) to make 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.

- TENANT'S COPY OF AGREEMENT** 23. The Landlord shall deliver to the Tenant a duplicate copy of this Agreement signed by the Landlord within 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.

- LANDLORD'S ADDRESS** 24. The Landlord will advise the Tenant of the street address and postal address within Canada of the Landlord within 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. If the premises are contained in a building or complex with common areas, the Landlord may post such information in a conspicuous place in a common area.

ADDITIONAL PROVISIONS
 i.e.: Lease breaking clause, etc.

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/Landlord's Agent

Signed by the Tenant in the presence of:

 Witness

 Signature of Tenant

 Witness

 Signature of Tenant

 Witness

 Signature of Tenant

RECIPT OF RENTAL AGREEMENT I hereby acknowledge the receipt of a DUPLICATE ORIGINAL OF THIS AGREEMENT this ____ day of _____ 20____.

 Tenant's Signature

 Tenant's Signature

 Tenant's Signature

RULES AND REGULATIONS

MAINTENANCE

- 1. The Tenant shall dispose of all garbage and recycling from the Premises and Property in a proper manner.
- 2. The Tenant shall use the yard, entrance and walks in a proper manner and shall keep all walks, yards and garbage disposal areas for which the Tenant is responsible clean and tidy at all times, free of all objectionable material, including ice and snow.
- 3. If windows are left open on the premises by the Tenant or by any other 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 hanging of pictures on the premises.
- 6. 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 materials or place or leave rubbish in those areas and other areas used in common with other tenants.
- 7. 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.
- 8. No structural alterations, painting, papering or redecorating shall be done by the Tenant without prior written consent of the Landlord.
- 9. Neither the Tenant nor the Landlord shall add to or change locks on doors giving access to the premises or to any other building or property of which the premises form a part without the prior written consent of the other party.

SAFETY

- 10. The Tenant must keep and observe all health, fire, police and bylaw regulations of the province and city, town or Municipality in which the premises are located.
- 11. No additional electric wiring or heating units shall be installed on the Premises or Property without the prior written consent of the Landlord.
- 12. No combustible material or flammable liquid shall be kept on the Premises or Property except in small quantities and in containers approved for this purpose.
- 13. If the Tenant is absent from the premises and the premises are unoccupied for an extended period of two weeks or more, the Tenant is to notify the Landlord and arrange for regular inspection by a competent person.
- 14. The Tenant must obtain approval of the Landlord before a waterbed or waterbeds can be used on the Premises.

CONSIDERATION OF OTHERS

- 15. Noise shall not be permitted on the premises which, in the opinion of the Landlord, disturbs the comfort of the other tenants and / or neighbors.
- 16. The Tenant will not leave guests in charge of the premises or have guests stay longer than two weeks without notifying the Landlord.
- 17. 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.
- 18. The Tenant will obey any reasonable rules posted regarding the use and care of the building, parking lot, laundry room and other common facilities such as swimming pool, playground, etc. that are provided for the use of the Tenant and other Tenants.
- 19. The Tenant shall not place or allow to be placed anywhere in the premises or on the property any placard, notice plate or sign for advertising purposes, nor shall the Tenant affix the premises or erect there on any radio or T.V. antenna or towers or dish, without the prior written consent of the Landlord.

The above Rules and Regulations are agreed to and accepted this _____ day of _____, 20_____.

Signed by the Landlord in the presence of:

Witness

Signature of Landlord/Landlord's Agent

Signed by the Tenant in the presence of:

Witness

Signature of Tenant

Witness

Signature of Tenant

Witness

Signature of Tenant