

Residential Tenancy Agreement (Ontario)

THIS AGREEMENT made the _____ day of _____ 20____

BETWEEN:

(Hereafter referred to as "the Tenant(s)")

AND

(Hereafter referred to as "the Landlord")

(Address)

1. The rental premises are a single family dwelling, a room in a single unit with shared common areas, a unit in a duplex, triplex, or fourplex, or an apartment in an apartment building, located at _____

(Street address)

2. The term of this agreement shall be as follows:

This shall be a

week-to-week tenancy which shall begin on _____, 2011 .

month-to-month tenancy which shall begin on _____, 2011 .

fixed term tenancy which shall begin on _____ and end on _____ 2012.

2.1 At the end of this fixed term tenancy the tenant must move out of the residential unit or sign a new fixed term tenancy agreement if authorized by the landlord.

2.2 Landlord Initials **x**_____ Tenant Initials **x**_____

3. The tenant will pay rent of \$ _____ per month, and shall be payable in advance on or before the _____ day of each month. The first month's rent shall be payable on or before _____, 2011.

3.1 The tenant must pay the rent on time and by post dated cheques. The charge for each NSF cheque is \$150.00 and due on the same date as the cheque's date of validity. If the rent is late, the Landlord may issue a Notice to End Tenancy to the Tenancy, which may take effect not earlier than 10 days after the date the notice is given or as the statutes and laws of Ontario apply. Last month's rent collected prior to or at the beginning of the tenancy shall be non-refundable if the tenant chooses not to move in or mutually agrees to void this agreement.

4. 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:

1. _____

2. _____

5. There will be person(s) occupying the rental premises other than the tenant named in this agreement. This tenant and other tenants occupying this residential unit shall respect the common areas and the professional lifestyle of the other tenants. Common elements including shared bathroom, washing facilities, exterior grounds, kitchen and dining areas, lounge areas shall not be abused or subject to excessive wear and be kept clean at all times. The areas are to be shared equally amongst the tenants. The common areas require equal contribution of maintenance from all tenants. If disputes arise the tenants are to resolve these problems expediently as not to disturb the other tenants.

Initials _____

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6. Except for casual guests, no other persons shall occupy the premises without written consent of the Landlord. Consent will only be granted to those tenants occupying rooms that have an independent bathroom, not shared by other tenants.

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

		Landlord	Tenant
Electricity		<input type="checkbox"/>	<input type="checkbox"/>
Garbage Removal		<input type="checkbox"/>	<input type="checkbox"/>
Gas		<input type="checkbox"/>	<input type="checkbox"/>
Oil	n/a	<input type="checkbox"/>	<input type="checkbox"/>
Water		<input type="checkbox"/>	<input type="checkbox"/>
Others			
	Telephone	<input type="checkbox"/>	<input type="checkbox"/>
	Cable	<input type="checkbox"/>	<input type="checkbox"/>
	Internet	<input type="checkbox"/>	<input type="checkbox"/>

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

	Make-Model	Series Number	Landlord	Tenant
Stove			<input type="checkbox"/>	<input type="checkbox"/>
Furnace			<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator			<input type="checkbox"/>	<input type="checkbox"/>
Water Heater			<input type="checkbox"/>	<input type="checkbox"/>
Washer			<input type="checkbox"/>	<input type="checkbox"/>
Dryer			<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher			<input type="checkbox"/>	<input type="checkbox"/>
Telephone			<input type="checkbox"/>	<input type="checkbox"/>
Light Fixtures			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

8. The Tenant is responsible for ordinary cleanliness of the premises and for the repair of damage to the property and appliances caused by the willful or negligent conduct of the Tenant, other occupants of the premises, or persons permitted on the premises by the Tenant. In such a case where the damage is caused by an internal source or multiple tenants, the damages shall be paid equally by all the tenants at the time of damage.

9. The tenant(s) agree that service calls outside the scope of regular maintenance are chargeable at \$90/call plus expenses if the call or cause is by tenant.

10. The landlord shall be responsible for the repair of any appliances due to manufacturer's defect, but not damage due to excessive or abusive use.

11. The Landlord acknowledges receipt from the Tenant of the sum of \$ _____ as prepayment of the last month's rent.

11.1 The Landlord acknowledges receipt from the Tenant of the sum of \$ _____ as a security deposit, refundable to the tenant upon the safe return of the property at the end of the lease and following the final inspection.

Initials _____

12. The Landlord shall provide and maintain the premises in a good state of repair and fit for habitation and complying with municipal health, safety, and maintenance standards.

13. The Landlord may enter the premises which is defined as the tenants room with notice as the law specifies, to carry out repairs or to allow a potential mortgagee, insurer, or purchaser to view the premises. Notice is not required in cases of emergency or if the Tenant consents to the entry at the time of entry. The Landlord may also enter the premises without written notice to show the unit to prospective tenants, after agreement or notice of termination, provided such entry is between the hours of 8 a.m. and 8 p.m. and, before entering, the Landlord makes a reasonable effort to inform the Tenant of the intention to enter. The Landlord, his representative or service personal may enter rooms containing service panels, entry hatches, mechanical and electrical equipment without written notice provided entry is for emergency service.

14. The tenant(s) will allow the builder or service people and/or tradesmen to carry out any work or repairs required under the warranty or property improvements, with reasonable notice.

15. The Tenant agrees to the following;

- (a) to mow the lawn and to keep the lawn, flower beds, and shrubbery in good order and condition; and to keep the sidewalk surrounding the premises free and clear of all obstructions including snow and ice; and
- (b) to take due precautions against freezing of water or waste pipes and stoppage of the same in and about the premises. If water or waste pipes become clogged by reason of the Tenant's neglect or recklessness, the Tenant shall repair the same at his/her own expense as well as pay for all damage caused.

16. If, after a notice of termination made in accordance with the Tenant Protection Act, the Tenant remains in possession without the Landlord's consent, the Landlord may apply to the Ontario Rental Housing Tribunal for an eviction order. The Landlord may also apply for compensation for any damage, and compensation for use and occupation after termination.

17. The Tenant shall not assign or sublet the premises without the prior written consent of the Landlord.

18. The Landlord and Tenant acknowledge that the rent will not be raised more often than once every 12 months and that any increase shall be in accordance with the annual provincial guideline unless the parties enter into an agreement for an increase in accordance with the provisions of the Tenant Protection Act.

19. If the Tenant wishes to extend the tenancy at the end of the term, he or she must give notice in writing not less than 60 days prior to the expiration of the term. If no such notice is delivered and no further agreement entered into, the tenant must move out as listed in item 2 of this agreement as initialed.

20. The Tenant will not carry out any illegal activity within the property.

21. The tenant agrees that the use of the common element pool is to be used at their own peril, and assumes any related liability for themselves and their guests.

22. GENERAL PROVISIONS

The following provisions are to be binding.

Initials _____

- (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 to provide the Landlord with a series of post dated cheques for the term of the lease and any renewal thereof. Should any cheque be dishonored by the Tenant's bankers for any reason whatsoever, the Tenant agrees to pay an administration fee of \$ 150 for any such occurrence.
- (c) The Tenant agrees not to alter, amend or change the décor of the premises without the express written consent of the Landlord.
- (d) The Tenant agrees not to affix satellite television receptacles to the building.
- (e) The Tenant agrees not to keep pets on the premises without the express written consent of the Landlord and agrees that this premises is not subject to the pet clause void as the Landlord has severe allergies to pets.
- (f) No smoking, incense or candle burning is allowed within the property.
- (g) The Tenant agrees not to affix adhesives to the interior walls or ceilings.
- (h) The Tenant agrees to notify the Landlord , immediately in writing, of any complaints with the premises that are, or should be, the responsibility of the Landlord to remedy.
- (i) The landlord will provide structural insurance for the home and **the tenant will have to provide tenant's insurance for his/her belongings.**
- (j) The suite is professionally cleaned and the tenant will deliver the suite professionally clean on expiry date of the lease any extended term to the landlord or his agent.

23. The heirs, executors, administrators, successors and assigns of the undersigned are bound by the same herein.

THIS DOCUMENT is intended to be a complete record of the rental agreement. Both parties are to have a complete copy of this agreement. Any agreements and undertakings must be included herein in writing to be binding.

Landlord or Landlord's Agent

Date

Tenant(s)

Date

Initials _____