

RESIDENTIAL TENANCY AGREEMENT

Ontario

PARTIES

1. This agreement is made in duplicate between

Landlord

Name

Address

PO Box (if applicable)

City

Postal Code

Phone (work)

Phone (home)

Email

Cell Phone/Pager

-and-

Tenant(s)

Name(s)

OCCUPANTS

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

Type of Property

Specify

Only those tenants and occupants named are allowed to live in the premises without written consent of the landlord.

PREMISES

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

Street

Suite Number

City/Town

Postal Code

Tenant's mailing address (PO Box if applicable) Postal Code

Tenant's Phone Number (work) (home)

Email Cell Phone/Pager

EMERGENCY CONTACT

Next of Kin

Emergency Contact

Phone Number (work)

(home)

PROPERTY MANAGER OR AGENT

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

Name

Address

Phone Number (work)

(home)

Email

Cell Phone/Pager

4. The current superintendent for the building:

Name

Address

Phone Number

Emergency Phone Number

Email

Cell Phone/Pager

Landlord Initials Tenant(s) Initials

WHO TO
SERVE

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 Director to —

☐ the landlord/owner (and/or) ☐ the agent or property manager or
☐ the superintendent at the above noted addresses.

AGREEMENT
BEGINS

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_____.

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 the tenants rent receipts.

RENT
INCREASE

Ontario sets provincial rent guidelines annually, published in August. Rent increase by landlords can only occur once every 12 months and 90 days written notice is required. These increases must abide by the annual provincial guidelines. If the landlord wishes to increase the rent beyond the guidelines, an application to the Landlord and Tenant Board must be filed to obtain permission.

Note: Rent increase rules only apply to an existing tenancy. After the tenant moves out, the landlord is able to increase the rent to whatever the market will bear.

RENT
INCLUDES

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 # _____

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

The tenant is responsible for the following:

<input type="checkbox"/> Lawn care	<input type="checkbox"/> Late payment charges	
<input type="checkbox"/> Snow removal	<input type="checkbox"/> Returned cheque charges	
<input type="checkbox"/> Garbage removal	<input type="checkbox"/> Parking @ \$ _____ / month	# of spaces _____
<input type="checkbox"/> Tenant insurance		

_____ Landlord Initials _____ Tenant(s) Initials

9. Additional obligations _____

DEPOSIT

10. ☐ A deposit is not required

OR

☐ A deposit of \$_____ (not to exceed one month's rent) will be collected by landlord.

If the rent is collected monthly, one month's rent can be collected as deposit and if the rent is paid weekly, one week's rent can be collected at the beginning of the tenancy. The landlord can then pay the tenant 6 percent compound interest at the beginning of the next year and subsequent years. This deposit can be put towards the last month's rent.

Note: This is not a security deposit or damage deposit as security and damage deposits are not permitted in Ontario.

INSPECTION

An inspection of the premises and the preparation of a written inspection report signed by the landlord and tenant and prepared within 1 day of the start of the tenancy and within 1 day 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.

REASONABLE
RULES

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 "___."

RENTAL
ARREARS

12. If the rent is unpaid one day after the due date, the landlord has the right to file an application to the Landlord and Tenant Board for rent arrears. If the tenant does not pay the rent within two weeks, eviction can occur.

NOTICE TO
TERMINATE

13. All Notices to Terminate must be in writing. The tenant must give 60 days notice 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 tenants the following notice periods:

- 14 days for non-payment of rent, 7 days notice for weekly or daily tenancy
- 2 months for landlord's use of property
- 20 days for cause or conduct

If the tenant breaches conditions of the Landlord and Tenant Board, the landlord can apply to the Tribunal without giving the tenant notice.

Note: A tenant may not end a fixed term lease until the end of the term. The landlord can only terminate the fixed term lease based on legitimate reasons in the legislation and cannot terminate solely based on the expiration of the fixed term agreement. If the tenant does not give notice to terminate at the end of the fixed term agreement, the lease automatically goes to month-to-month and the landlord cannot force the tenant to sign another fixed term lease. All conditions from previous lease will remain the same unless renegotiated between the landlord and tenant.

_____ Landlord Initials _____ Tenant(s) Initials

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.

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.

_____ Landlord has given the tenant a copy of the Landlord and Tenant Board brochure, *Information for New Tenants*, before the tenancy begins.

_____ Other _____

SIGN BOTH COPIES SEPARATELY.

Date

Landlord's signature

Print name

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

Date

Tenant's signature

Print name

Date

Tenant's signature

Print name

Date

Tenant's signature

Print name

ing conditions apply where the relationship
and tenant exists, regardless of any
declaration, lease, waiver, or other
the contrary:

is:

or Sublet

ay assign or sublet the residential
another person with the consent of the
his tenancy agreement is for a fixed
months or more, the landlord must not
: unreasonably withhold consent to
blet. Under an assignment a new tenant
: all of the rights and duties under the
ncy agreement, at the same rent. The
st not charge a fee or receive a benefit,
ndirectly, for giving this consent.

llord unreasonably withholds consent to
blet or charges a fee, the tenant may
Landlord and Tenant Board for

s

rd's Duties:

l must provide and maintain the
remises and residential property in a
tate of decoration and repair, making the
remises and the residential property
ccupation by a reasonable tenant. The
st comply with health, safety, and
dards required by law.

ndlord is required to make a repair to
the above duties, the tenant may
th the landlord. If the landlord refuses to
air, the tenant may apply to the
d Tenant Board for the completion and
repair.

's Duties:

ust maintain ordinary health,
and sanitary standards throughout the
remises and residential property. The
take the necessary steps to repair
ie residential premises and residential
sed by a willful or negligent act or
the tenant or invited guests of the tenant.
s not responsible for reasonable wear
ie residential premises.

nant does not comply with the
; the landlord may discuss the matter
ant and may seek a monetary order with
e of the Landlord and Tenant Board for
pairs, serve a Notice of Termination,

(c) Emergency Repairs:

The landlord must post the name and telephone
number of the designated contact person for
emergency repairs.

The tenant must make at least two attempts to
notify the person designated by the landlord, and
give a reasonable time for completion of the
emergency repairs by the landlord.

If the emergency repairs are still required, the
tenant may undertake the repairs and deduct the cost
from the next month's rent, provided a statement of
account and receipts are given to the landlord. The
landlord may take over completion of the emergency
repairs at any time.

Emergency repairs must be urgent and
necessary for the health and safety of persons or
preservation of property and are limited to —

- (i) major leaks in the pipes or roof,
- (ii) damaged or blocked water or sewer
pipes or plumbing fixtures,
- (iii) repairs to the primary heating system,
and
- (iv) defective locks that give access to the
residential premises.

3. Occupants and Invited Guests

- (a) The landlord may not stop the tenant from
having guests in the residential premises
under reasonable circumstances. If the
number of permanent occupants is
unreasonable, the landlord may discuss the
issue with the tenant and may serve a
Notice of Termination. Disputes regarding
the notice may be resolved through
arbitration with the assistance of the
Landlord and Tenant Board.
- (b) If the tenant lives in a hotel, the landlord
may impose reasonable restrictions on
invited guests and reasonable extra charges
for overnight accommodation of invited
guests.

4. 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.

ndlord Initials _____ Tenant(s) Initials _____

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the duration of this tenancy agreement, residential premises are the tenant’s ie and the tenant is entitled to privacy, t enjoyment, and to exclusive use of the dential premises.

landlord may enter the residential nises only if one of the following lies:

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 and not later than 72 hours from the time of giving notice; entry must only occur during daylight hours (8 a.m. to 8 p.m.).

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 has the order of an arbitrator or court saying the landlord may enter the residential premises.

The landlord is providing maid service to a hotel tenant at a reasonable time.

I Smoking

/ agreement does not permit smoking in t, the landlord has the right to give a mination if the tenant smokes. If pets ses are dangerous, cause allergic ause problems for other tenants or the landlord has the right to file a Notice of

The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or duty under the Residential Tenancies Act or a regulation made under the act and to the extent that a term of this tenancy agreement does contradict or change a right or duty under the Residential Tenancies Act or a regulation made under that act the term of this tenancy agreement is void.

Any change or addition to this tenancy agreement must be agreed to in writing and initialled by both the landlord and tenant and must be reasonable. If a change is not agreed to in writing, is not initialled by the landlord and tenant, or is not reasonable it is not enforceable.

8. Arbitration of Disputes

Despite any other provision of this tenancy agreement, under the Residential Tenancies Act a tenant has the right to apply for arbitration to resolve a dispute.

9. Additional Terms

(Write down any additional terms which the tenant and the landlord agree to. Additional pages may be used.)

rd’s signature

ime

’s signature

ime

’s signature

ime

Date

Date

Date