

RESIDENTIAL TENANCY AGREEMENT
(Fixed Term Tenancy)

THIS AGREEMENT made in duplicate the _____ day of _____, 20__.

BETWEEN:

Landlord or Landlord's Agent

Office address

Municipal Address Postal Code

Alberta Telephone No.

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

(referred to in this Agreement either individually or collectively as the "Tenant").

PREMISES

1. 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 the 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.

TERM AND TERMINATION

2. 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

3. Tenant shall pay monthly, in advance, to the Landlord at the Landlord's address forth above or at the following address

(insert address at which rent is payable, if different than above)

a rental 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.)

UTILITIES AND SERVICES

- 4. The rent for which provision is made in Clause 3 of this Agreement shall be deemed to include the cost of all utilities and services supplied to the premises which, without limitation, shall include the cost of water and sewer service, electricity and heating: PROVIDED, HOWEVER, that the Tenant agrees to pay on demand to the appropriate authority or authorities the cost of the following utilities and services:

(Indicate utilities and services for which Tenant is responsible.)

PARKING
Delete if not
Provided

- 5. The Tenant shall pay to the Landlord monthly, in advance, at the same time at which rent is payable pursuant to this Agreement, the following amount or amounts for parking and for the automobile plug-in to be provided by the Landlord to the Tenant throughout the term of this Agreement:

Parking (Parking Stall No. _____) \$ _____
Automobile Plug-in (15 Amp.) \$ _____

APPLIANCES
CABLE T.V.
FURNITURE
etc.

circle and add
items to be
supplies

- 6. The Landlords agrees that throughout the term of this Agreement, the Landlord will supply to the Tenant, at the sole cost of the Landlord, the following items:

Refrigerator Range Dishwasher Washer Dryer Draperies
Furniture as per the attached Schedule Cable TV
Satellite Signal Other _____

AMENITIES

- 7. (a) The Tenant is granted the following privileges and the right to use the following amenities and facilities throughout the term of this Agreement at no cost to the Tenant:

(Please specify)

- (b) The following privileges and the right to use the following amenities and facilities 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)

OTHER OCCUPANTS

- 8. 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: _____

together with any increase in the Tenant's family, but in any event not exceeding 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.

THIS 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.

**SECURITY
DEPOSIT**

9. (a) The Tenant agrees to pay the Landlord a security deposit of \$_____. (The security deposit shall not exceed the equivalent of one month's rent pursuant to this Agreement, or the equivalent of the first month's rent if the premises are subsidized public housing, and in either case the security deposit shall not be increased throughout the term of this Agreement.) Receipt of the foregoing security deposit is hereby acknowledged by the Landlord. 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 excepted; PROVIDED that the Landlord meets the inspection report requirements of Section 15.2 of the Residential Tenancies Act, as set forth in Clause 11 of this Agreement;
 - (ii) cleaning the premises, if the Tenant gives up possession of the premises in such condition that the premises requires 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 obligation or liabilities of the Tenant to the Landlord.

Except as indicated above, no deduction shall be made from the security deposit supplied by the Tenant to the Landlord pursuant to this Agreement. The term "normal wear and tear" as used in this Agreement and as stipulated in the Residential Tenancies Act shall mean the deterioration that occurs over time with the use of premises even though the premises receive reasonable care and maintenance.

- (b) The Landlord agrees to deposit the security deposit received from the Tenant in an interest-bearing trust 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 Tenancy 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.

**INTEREST
ON SECURITY
DEPOSIT**

10. Unless otherwise agreed by the Landlord and the Tenant as provided in Clause 28 of this Agreement, 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
OF PREMISES**

11. The Landlord and the Tenant agree to complete an inspection of the premises within one week of the Tenant's taking possession of the premises and within one week of the Tenant's surrendering 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 Residential Tenancies Act) has refused to take part in two inspections suggest by the Landlord to take place on different days, on days that are not holidays and between 8:00 a.m. and 8:00 p.m.. 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 Residential Tenancies Act.

**CARE OF
PREMISES
AND
OTHER ITEMS**

12. (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 Clauses 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 keep them in reasonably clean condition and to take good care of any items supplied to the Tenant by the Landlord pursuant to Clauses 6 and 7 of this Agreement.

**MAINTENANCE
COSTS**

13. The Tenant shall be responsible for:
- (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;

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**

14. It shall be the responsibility of the Tenant to insure the Tenant's property on the premises against damage or loss to such property occasioned by fire, theft and any other perils which cause such damage or loss.

TRANSFER

15. Notwithstanding any provision, either express or implied, to the contrary in this Agreement, in the event that the Tenant is at any time transferred by the Tenant's employer from The city or town in which the premises are located, then the Tenant may terminate this Agreement by complying with both of the following conditions:

- (a) by providing the Landlord with proof of the transfer; and
- (b) by providing the Landlord with written notice of termination of the tenancy on or before the first day of a tenancy month to be effective on the last day of that tenancy month.

BEHAVIOUR

16. 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 other tenants, if any, in the same building in which the premises are located.

**ASSIGNMENT
AND
SUBLETTING**

17. 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, which consent shall not be unreasonably withheld. If the Landlord does not respond to a request for consent within fourteen (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 and shall not charge for giving any consent to an assignment or sublease.

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, 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, convenience, safety or welfare of the Tenant, the family and guests of the Tenant and all other tenants in the building of which the premises form a part, if any;

- (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**

20. When two or more persons comprise the Tenant for the purposes 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 is exercising the Landlord's lawful power, and in so executing, grants the Tenant the right of full use and occupation and peaceful enjoyment of the premises with such security of tenure as is provided pursuant to This Agreement.

**RIGHT OF
ENTRY**

22. Except as otherwise permitted by this Clause 22, 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) without notice or consent if the Landlord has reasonable grounds to believe that an emergency exists or that the Tenant has abandoned the premises; or,
- (b) without consent but after 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 terminations has been served.

The notice shall be served on the Tenant at least 24 hours before the time of entry, the entry must be between 8:00 a.m. and 8:00 p.m. 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). The notice must be signed by the Landlord or the Landlord's agent, must state the reason for entry and must name a time and date of entry consistent with the above requirements.

**OBSERVANCE
OF LAWS**

23. Such requirements as presently exist and may in the future be enacted in law with respect to the relationship between landlords and tenants and with respect to such matters as health, sanitation, fire,

housing and safety standards shall be observed by both the Landlord and the Tenant.

TENANT'S COPY OF AGREEMENT

24. 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

25. Subject to Clause 17 of this Agreement, this Agreement shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of each party herein.

LANDLORD'S ADDRESS

26. The Landlord will advise the Tenant of the street address and postal address 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. 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.

HEADINGS

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

ADDITIONAL PROVISIONS

28.

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 (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

Witness

Signature of Tenant

RECEIPT OF RENTAL AGREEMENT

I hereby acknowledge receipt of a DUPLICATE ORIGINAL OF THIS AGREEMENT this _____ day of _____.

Tenant's Signature

Tenant's Signature

Tenant's Signature

RULES AND REGULATIONS

MAINTENANCE

1. The Tenant shall dispose of all garbage from the premises 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 person invited on the premises by the Tenant, causing plumbing to freeze, damage by rain or water damage to doors 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 damages 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 willful misconduct of the 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 of 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.

SAFETY

- 11. 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.
- 12. No additional electric wiring or heating units shall be installed in the premises without the prior written consent of the Landlord.
- 13. No combustible material or flammable liquid shall be kept on the premises except in small quantities and in containers approved for this purpose.
- 14. If the Tenant is absent from the premises and the premises are unoccupied for an extended period, the Tenant is to notify the Landlord and arrange for regular inspection by a competent person.
- 15. The Tenant must obtain the approval of the Landlord before a waterbed or waterbeds are used on the premises.

CONSIDERATION OF OTHERS

- 16. Noise shall not be permitted in the premises which, in the opinion of the Landlord, disturbs the comfort of the other Tenants.
- 17. No pets or animals of any sort shall be allowed or kept in or about the premises without the prior written consent of the Landlord.
- 18. The Tenant will not leave guests in charge of the premises or have guests stay longer than one week without notifying the Landlord.
- 19. 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.
- 20. 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.
- 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 T.V, antenna or towers, 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 (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

Witness

Signature of Tenant