

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 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 _____, 20_____.

[] month-to-month tenancy which shall begin on _____, 20_____.

[] fixed term tenancy which shall begin on _____ and end on _____ 2010

3. The rent shall be \$ _____ [] per week [] per month, and shall be payable in advance on or before the _____ day of each [] week [] month. The first [] week's [] month's rent shall be payable on or before _____, 20_____

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. (Complete if different from Landlord.)

(Name)

(Address)

Initialed

5. There will be _____ person(s) occupying the rental premises and their names are:

6. Except for casual guests, no other persons shall occupy the premises without written consent of the Landlord.

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

	Landlord	Tenant		Landlord	Tenant
Electricity	[]	[]	Garbage removal	[]	[]
Gas	[]	[]	Oil	[]	[]
Water	[]	[]	Other(s) (specify):		
Telephone	[]	[]	_____	[]	[]
Cable television	[]	[]	_____	[]	[]

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

	Landlord	Tenant		Landlord	Tenant
Stove	[]	[]	Furnace	[]	[]
Refrigerator	[]	[]	Water heater	[]	[]
Washer	[]	[]	Dishwasher	[]	[]
Dryer	[]	[]			

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

9. 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.

10. The Tenant is responsible for ordinary cleanliness of the premises and for the repair of damage caused by the willful or negligent conduct of the Tenant, other occupants of the premises, or persons permitted on the premises by the Tenant.

Initialed

11. The Landlord may enter the premises following written notice given to the Tenant at least 24 hours' before the time of entry to carry out repairs or to allow a potential mortgagee, insurer, or purchaser to view the premises. Such notice must specify the reason for entry, the day of entry, and a time between the hours of 8 a.m. and 8 p.m. 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.

12. The Tenant agrees:

- (a) to mow and water 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; 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.

13. 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.

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

15. 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.

16. If the Tenant wishes to terminate 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 becomes a monthly tenant. A monthly tenant must give 60 days' written notice to terminate and a weekly tenant must give 4 weeks' written notice.

17. OPTIONAL PROVISIONS

The following provisions are optional and may be used only if both parties agree. To be binding, the optional provision must be initialled by both parties and must not be inconsistent with the Tenant Protection Act.

Initialed

- (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 \$ _____ 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 keep pets on the premises without the express written consent of the Landlord.
- (e) The Tenant agrees not to affix adhesives to the interior walls or ceilings.
- (f) 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.
- (g) The Tenant agrees not to affix satellite television receptacles to the building.

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

Tenant(s)

Date

Date