

FIXED TERM TENANCY AGREEMENT

THIS LEASE AGREEMENT made effective the ____ day of _____, _____

between

Name: _____

Address: _____

(the "Landlord")

and

Name(s): _____

Address: _____

(the "Tenant")

WHEREAS the Landlord owns the property located at _____
_____ ("the Premises"); and

The Tenant wishes to rent the Premises from the Landlord for a fixed term;

The parties hereby agree as follows:

The tenancy created by this Agreement is governed by the *Residential Tenancies Act* ("the Act") and if there is a conflict between this Agreement and the Act, the Act prevails. (Section 3(2) of the Act)

The Act does not apply to mobile home sites, living accommodation attached to premises occupied and rented for business purposes, rooms in the living quarters of the landlord if the landlord resides in those quarters, hotels as defined in s.2(2)(d) of the Act, dorm rooms, nursing homes, lodge accommodation, social care facilities, or correctional institutions.

Term

1. The Landlord does hereby lease to the Tenant the Premises "as is" on a fixed term basis to commence on the _____ day of _____, _____ (the "Commencement Date") and to terminate on the _____ day of _____, _____ (the "Termination Date").
2. The Landlord and the Tenant agree that the lease shall convert to a periodic month to month tenancy lease on the Termination Date at a monthly rental of _____.

Rent

3. The Tenant shall pay as rent to the Landlord the amount of _____ Dollars (\$_____) payable in advance the first of each and every month, the first rent payment to be made on the Commencement Date.

Security Deposit

4. The Tenant shall pay the Landlord a security deposit of \$_____, not to exceed one (1) month's rent.
5. The Landlord shall invest the security deposit in an interest-bearing trust account at a bank, treasury branch, credit union, or trust corporation in Alberta within two (2) banking days of receiving the security deposit.
6. The Landlord shall pay the interest earned on the security deposit to the Tenant at the termination of the tenancy at the rate prescribed by the Security Deposit Interest Rate Regulation.
7. Subject to paragraph 8 and paragraph 9 below, within ten (10) days after the day the Tenant gives up possession of the Premises, the Landlord shall return the security deposit to the Tenant, less permitted deductions other than for reasonable wear and tear, along with a statement of account showing the amount of the deductions.
8. If the Landlord is unable to determine the amount of the permitted deductions within 10 days, the Landlord shall deliver an estimated statement of account along with the balance of the security deposit that the Landlord does not need to the Tenant within ten (10) days. The Landlord shall deliver a final statement of account showing the amount of the deductions along with the balance of the security deposit to the Tenant within thirty (30) days after the day the Tenant gives up possession of the Premises.
9. The Landlord shall not be entitled to hold back any portion of the security deposit for estimated deductions pursuant to paragraph 8 above unless the Landlord has complied with inspection and reporting obligations set out in paragraph 11 and paragraph 12 below.

(Sections 43, 44, 45, and 46 of the Act)

Late Fees and Dishonoured Cheques

10. Any rent payment not made on the first day of the month shall incur a late fee of \$_____. Any cheque of the Tenant's not honoured by the Tenant's bank for any reason shall incur a dishonoured cheque fee of \$_____. Any such fees incurred shall be due immediately and recoverable as rent.

Inspections

11. The Landlord and the Tenant shall inspect the Premises within one week before or after the Tenant takes possession, and the Landlord shall immediately provide the Tenant with a report describing the condition of the Premises.

12. The Landlord and the Tenant shall inspect the Premises within one week before or after the Tenant gives up possession, and the Landlord shall immediately provide the Tenant with a report describing the condition of the Premises.

(Section 19 of the Act)

Tenant Obligations

13. The Tenant covenants to:

- a) pay the rent and all other charges when the same become due;
- b) not interfere in any significant way with the rights of the Landlord or other tenants in the Premises, the common areas, or the property of which they form a part;
- c) not perform any illegal acts or carry on an illegal trade, business or occupation in the Premises, the common areas, or the property of which they form a part;
- d) not endanger persons or property in the Premises, the common areas, or the property of which they form a part;
- e) not do or allow significant damage to the Premises, the common areas, or the property of which they form a part;
- f) not change, replace, or add any locks to the Premises without the prior written consent of the Landlord;
- g) maintain the Premises and any property rented with it in a reasonably clean condition;
- h) vacate the Premises at the termination of the tenancy.

(Section 21 of the Act)

Landlord Obligations

14. The Landlord covenants to

- a) have the Premises available for occupation by the Tenant on the Commencement Date;
- b) not disturb in any significant manner the Tenant's possession or peaceful enjoyment of the Premises;
- c) make sure the Premises are habitable by the Tenant on the Commencement Date.

(Section 16 of the Act)

Rent Increases

15. The Landlord shall not increase the rent payable under this Agreement or recover any additional rent resulting from an increase in rent unless

- a) at least one (1) year has passed since the commencement of the tenancy or since the previous rent increase; and
- b) the Landlord gives the Tenant written notice at least three (3) tenancy months before the date on which the increase in rent is to be effective.

(Section 14 of the Act)

Tenant Alterations or Improvements

16. The Tenant shall make no changes, alterations or improvements to the Premises without the prior written consent of the Landlord.

Utilities

17. The Tenant shall pay for all [or the following portion: _____] of the sewer, water, electrical, natural gas and other utilities and charges respecting the Tenant's occupation and use of the Premises from the Commencement Date until the return of the Premises to the Landlord by the Tenant.

Additional utilities to be paid by Tenant: _____

Fire Safety

18. The Tenant shall at all times exercise and take reasonable precaution to protect the Premises against fire and shall not keep or store, or suffer or permit to be kept or stored in or on the Premises any inflammable oils, substances, or materials, or carry on any activity whatsoever to be contrary to any municipal by-law.

Entry by Landlord

19. The Tenant shall permit the Landlord or its agent or agents at all reasonable times and upon not less than twenty-four (24) hours' written notice (unless otherwise agreed to by the Tenant) to enter upon the Premises between the hours of 8:00 am and 8:00 pm to inspect the same, view the state of repair thereof, and make any repairs thereto for which the Landlord is responsible, provided however in the event of a situation deemed by the Landlord to be an emergency, the Landlord shall be immediately entitled to enter upon the Premises.

(Section 23 of the Act)

Assignment or Sub-let of Lease

20. The Tenant shall not, without prior written consent from the Landlord, assign or sublet or part with possession of the Premises or any part thereof, and the Landlord shall not unreasonably or arbitrarily withhold consent.

21. Unless the Landlord and Tenant agree otherwise, the Landlord reserves the right to serve a notice to vacate on any person occupying the premises other than the Tenant.

(Sections 22 and 36 of the Act)

Termination of Tenancy

22. After the Termination Date the Tenant may terminate this Agreement by giving the Landlord at least one (1) month's written notice.
23. After the Termination Date the Landlord may terminate this Agreement by giving the Tenant at least three (3) months' written notice, unless termination of the periodic month to month tenancy lease is being sought so that the Premises or any part of them may be sold as a condominium unit or part of a condominium unit, in which case the Landlord must give the Tenant at least six (6) months' written notice.

(Sections 8, 12 of the Act)

Pets

24. No pets or any other animals shall be allowed on the Premises, unless the Landlord has provided written consent to the Tenant identifying the pets the Landlord agrees to allow on the Premises in a Pet Addendum attached to and forming part of this Agreement. Any breach of this paragraph by the Tenant will be a substantial breach of this Agreement and may result in the termination of the tenancy created hereunder.

(Section 29 of the Act)

General Provisions

25. Time is of the essence.
26. The Tenant and the Landlord shall comply with the requirements under all laws and ordinances of or in force in Canada and in the Province of Alberta and under all municipal by-laws, including without limitation under the Act, as amended.
27. There are no representations, warranties or conditions, expressed or implied, statutory or otherwise, other than those contained herein.
28. Any rental application form completed by the Tenant and delivered to the Landlord shall be incorporated into this Agreement and shall be deemed to be part of the Agreement. The making of any misrepresentation or the supply of any false information on any such rental application form will be a substantial breach of this Agreement and may result in the termination of the tenancy created hereunder.
29. No covenant or condition of this Agreement may be waived by a benefiting party except by written consent and forbearance or indulgence in any regard shall not constitute a waiver of the covenants to be performed by the other party to which the same may apply.
30. All notices, demands or requests shall be in writing and shall be delivered to the following addresses:

To the Landlord: _____

To the Tenant: _____

and shall be deemed to have been validly given if delivered at, or if mailed by single registered mail to such address and shall be deemed to be received at the time delivered or if by registered mail within four (4) days of mailing.

31. The covenants herein contained on the part of the Landlord or the Tenant to be paid, performed or observed shall be and shall at all times be construed to be the joint and several covenants of all of the persons being the Landlord or the Tenant, as the case may be.
32. The terms of this Agreement are in addition to those implied covenants of the Landlord and of the Tenant set forth under the Act and where any term hereof is contrary to such implied covenants, the Act shall be paramount in all respects. Any such contrary provision hereof shall be deemed amended to comply with the Act and such contrary covenant, whether illegal or otherwise, shall not affect the enforceability of the remainder of this Agreement.

Dated this ____ day of _____, _____.

Landlord Name:

Tenant Name:

Tenant Name:

Tenant acknowledges receipt of an executed copy of this Agreement.

Date Received: _____

Tenant Name:

Date Received: _____

Tenant Name:

PET ADDENDUM TO FIXED TERM TENANCY AGREEMENT

The undersigned agree that this Addendum is incorporated in and made part of the Fixed Term Tenancy Agreement dated _____, 20____, between _____, Landlord, and _____, Tenant, for the property located at _____.

1. All pets must be approved by the Landlord in writing prior to being on the Premises.
2. The Landlord agrees that the Tenant may keep and maintain the following pet(s) on the Premises:
_____(description of animal)
_____(description of animal)
_____(description of animal)
3. The Tenant agrees not to allow any pet to run free in any common areas.
4. The Tenant agrees that visitors or guests are not allowed to bring any pet on or about the Premises or common areas.
5. The Tenant assumes all liability for any damages caused by their pet(s) to any portion of the premises or the common areas.
6. The Landlord reserves the right to amend or rescind this Addendum with advanced written notification to Tenant.

Landlord

Tenant

ACKNOWLEDGEMENT OF RECEIPT OF SECURITY DEPOSIT

Tenant(s): _____

Address of Premises: _____

Commencement Date: _____ Amount of Security Deposit: _____

To be Deposited at: _____

Date

Signature of Landlord or Agent