



serving calgary and area REALTORS®

# RESIDENTIAL TENANCY AGREEMENT

FIXED TERM TENANCY

**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.**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

Name:

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Address

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(referred to in this Agreement either individually or collectively as the “Landlord”),

Name:

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Address

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

**1. PREMISES**

The Landlord leases to the Tenant the residential premises described as follows:

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(Municipal address including suite number, if any)

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(City or Town) (Province)

(referred to in this Agreement as the “premises” for 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.)

**2. TERM AND TERMINATION**

This Agreement shall be for a fixed term commencing at 12 o’clock noon on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ (the “Commencement Date”) and ending at 12 o’clock noon on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ (the “Expiry Date”) (collectively the “Term”) and no notice shall be required for either the Landlord or Tenant to terminate the tenancy at the end of the fixed term.

Upon the expiration or other termination of the Term of this Agreement, the Tenant shall surrender the premises and the chattels in good order and condition, normal wear and tear excepted, and shall remove all his/her property therefrom. Any continued occupation by the Tenant of the premises after the expiration or other termination of this Agreement for any period of time, notwithstanding any provision of law, and the Tenant shall be presumed to occupy the premises against the will of the Landlord who shall thereupon be entitled to make use of any and all

remedies by law provided for the expulsion of the Tenant and for damages; PROVIDED, HOWEVER, the Landlord shall have the right, at its option in the event of such continued occupation by the Tenant, to give the Tenant, at any time, written notice that the Tenant may continue to occupy the premises under a tenancy-at-will, or otherwise under the same terms and conditions as herein set forth.

### 3. RENT

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. If the Commencement Date is not the first day of a calendar month, rent for the period from the Commencement Date to the first day of the next calendar month shall be pro-rated on a per diem basis and paid on the date the Tenant is granted possession of the premises. Tenant agrees to deliver post-dated cheques to the Landlord for the rent at the commencement of the Term of this Agreement. The rent payable hereunder shall be absolutely net to the Landlord and shall be paid without any deduction, abatement, or set-off whatsoever.

### 4. LATE FEES AND DISHONERED CHEQUES

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

### 5. UTILITIES

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 the Tenant: \_\_\_\_\_

The Landlord shall pay all municipal taxes, rates, levies and assessments relating to the premises, as well as all condominium fees relating to the premises.

### 6. APPLIANCES - INITIAL AND ADD ITEMS TO BE SUPPLIED

The Landlord agrees that throughout the Term, the Landlord will supply to the Tenant, at the sole cost of the Landlord, the following items:

<input type="checkbox"/>	<input type="checkbox"/>	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	Range	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher
<input type="checkbox"/>	<input type="checkbox"/>	Washer	<input type="checkbox"/>	<input type="checkbox"/>	Dryer			
<input type="checkbox"/>	<input type="checkbox"/>	Other _____						

### 7. SECURITY DEPOSIT

- (a) The Tenant agrees to pay the Landlord a security deposit of \$ \_\_\_\_\_ (the "Security Deposit"). The Security Deposit shall not exceed the equivalent of one month's rent pursuant to this Agreement. 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 19 of the *Residential Tenancies Act*, as set forth in Clause 10 of this Agreement;

- (ii) Cleaning the premises, if the Tenant gives up possession of the premises in such condition that the premise requires cleaning, normal wear and tear accepted;
- (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*. If the Landlord is entitled, under the *Residential Tenancies Act* or this Agreement, to deposit money in a security deposit trust account, the money may be withdrawn from the trust account and transferred to the Landlord.

## 8. INTEREST ON SECURITY DEPOSIT

The Landlord agrees to pay to the Tenant interest on the Security Deposit at the termination of the tenancy at the rate or rates prescribed by the *Residential Tenancies Act* and the regulations thereto, as applicable.

## 9. INSPECTION OF PREMISES

The Landlord and the Tenant agree to complete an inspection of the premises and chattels 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 and chattels. 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 suggested by the Landlord to take place on different days, on days that are not holidays and between 8:00a.m. and 8:00pm. The Landlord agrees that the inspection reports will contain the prescribed statements required under the *Residential Tenancies Act* and the Landlord and the Tenant agree that the inspection report will be signed as required by the *Residential Tenancies Act*.

## 10. CARE OF PREMISES AND OTHER ITEMS

- (a) The Landlord agrees that the premises supplied to the Tenant by the Landlord at the Commencement Date 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 Clause 6 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, not smoke in the premises, and to take good care of any items supplied to the Tenant by the Landlord pursuant to Clause 6 of this Agreement. The Tenant shall maintain the premises (including effecting all required structural repairs) and all related facilities in good order and repair, normal wear and tear excepted, and shall pay all costs associated therewith. Without restricting the generality of the foregoing, the Tenant is solely responsible for the costs of repairing plugged toilets, sinks and drains and for the costs of replacing all broken windows and light bulbs. Tenant shall cooperate with the Landlord in the care and maintenance of the premises by promptly reporting to the Landlord any accident as well as any vandalism, break or defect in the water, heating or electrical systems or in any part of the premises.
- (c) The Tenant is not entitled to make any improvements or alterations to the premises without the consent of the Landlord first had and obtained. Any and all improvements or alterations must be carried out and completed in a good and workmanlike manner and in compliance with all applicable building codes and other regulatory requirements.

## 11. MAINTENANCE COSTS

- (a) Regular maintenance and cleaning of the furnace, ducts and humidifier (annually) and filter changing as required is considered the Tenant's responsibility and any damage or repair due to lack of care will be charged to the Tenant.
- (b) The cost of cleaning, repairing and replacing soiled, stained or damaged floor coverings, counter tops and draperies is considered the Tenant's responsibility and any damage or repair due to lack of care will be charged to the Tenant.

## 12. TENANT'S INSURANCE

It shall be the responsibility of the Tenant to:

- (a) Insure the Tenant's property on the premises against damage or loss to such property caused by fire, theft and any other perils which cause such damage or loss.
- (b) Obtain and carry general comprehensive liability insurance of a minimum of \$1,000,000.00 coverage against willful or negligent acts or omissions by the Tenant or persons for whom the Tenant is responsible.
- (c) Provide a copy of Certificate of Insurance for the insurance noted above to the Landlord upon request.

## 13. WAIVER AND INDEMNITY

The Tenant hereby waives and releases the Landlord from any liability for damage, loss to and any persons or property which occurs in connection with the premises, the building of which the premises form a part, and its facilities, grounds or parking lot.

The Landlord shall not be responsible for:

- (a) any loss of the Tenant's property in the premises or stored in the building of which the premises form a part.
- (b) any damages, inconvenience or fumigation costs due to insect infestation.
- (c) to any and all loss or damage caused by the Tenant or the Tenant's guests or invitees, through neglect, misuse or carelessness

Then Tenant will save, hold harmless and indemnify the Landlord, and any of its respective officers, directors and employees (the "Indemnified Parties") for any and all alleged or actual claims, losses, costs, damages, expenses, penalties, fines, legal fees on a solicitor client cost basis, or any other amounts for which the Indemnified Parties may incur or be found liable to pay for arising out of or caused by the Tenant or the Tenant's guests or invitees in connection with Tenant's occupation of the premises, the building of which the premises form a part, and its facilities, grounds or parking lot.

## 14. BEHAVIOR

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 or neighbors in proximity to which the premises are located.

## 15. ASSIGNMENT AND SUBLETTING

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 may be arbitrarily withheld.

## 16. ABANDONMENT

Should the Tenant fail to take possession of the premises at the Commencement Date, or abandon the premises before the Expiry Date, 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 rent or utilities which may be owing and without prejudice to any claim or claims for damages.

## 17. RULES AND REGULATIONS

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.

## 18. LIABILITY FOR RENT

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.

## 19. DEFAULT

If default is made in performance of any provision of this Agreement, and such default continues for fourteen (14) days after the date on which performance ought to have occurred, the Landlord may, at its option, in addition to exercising any other remedy available to it in law, cancel this lease by written notice to the Tenant and, in such case, all rights under this lease shall thereupon cease and terminate, and the Landlord may re-enter into and upon the Premises and re-possess the same; provided, however, that in case of such cancellation and re-entry, any right of action of the Landlord against the Tenant for breach of any of the covenants or stipulations contained in this lease shall not thereby be prejudiced. In addition, this Agreement may be terminated in accordance with and pursuant to the provisions of the *Residential Tenancies Act*.

## 20. QUIET ENJOYMENT

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.

## 21. RIGHT OF ENTRY

Except as otherwise permitted by this Clause 20, 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 take necessary steps to control pests in the premises to ensure that the premises meet standards in that regard that are required under any law in force in Alberta;
  - (iv) To show the premises to prospective purchasers or mortgagees of the premises; or
  - (v) To show the premises to prospective tenants after a notice of termination 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 8:00a.m. and 8:00p.m. and the entry must be made on a day that is not a holiday (except that the Landlord may enter on 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 in writing, state the reason for entry, name a time and date of entry consistent with the above requirements.

## **22. OBSERVANCE OF LAWS**

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. Further the Tenant agrees to observe, obey and comply with any and all municipal, provincial and federal rules, by-laws and regulations applicable to the premises and Tenant's use thereof.

## **23. FORCE MAJEURE**

The provisions of this Agreement may be suspended or terminated at any time by the Landlord should any event make such suspension or termination advisable when considered from the perspective of the Landlord, including, without limitation to the generality of the foregoing, damage to the premises or the building of which the premises form a part which makes the premises uninhabitable, or any intervention by any regulatory, governmental or other authority which prevents or otherwise renders the lease of the premises uneconomic for the Landlord.

## **24. TENANT'S COPY OF AGREEMENT**

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.

## **25. BINDING EFFECT**

Subject to Clause 15 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. Waiver by the Landlord of any breach by the Tenant of any provision of this Agreement shall not be construed as a waiver of the Landlord's right to exercise its option to give notice in respect of any subsequent breach by the Tenant of the same or other condition. Any purported waiver by the Landlord shall be binding on it only if evidenced in writing.

## **26. LANDLORD'S ADDRESS**

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 complex with common areas, the Landlord may post such information in a conspicuous place in a common area.

## **27. NOTICES**

Notices shall be delivered upon the Landlord or Tenant, as the case may be, at the addresses listed on the first page of this Agreement, unless otherwise specified in writing. Any notice may be served personally or by registered or certified mail postage prepaid or, additionally in the case of Tenant, if affixed to any outside door of the residence on the premises. If mailed from a post office in Calgary, such notice shall be deemed to have been received by the addressee three (3) post office business days after the date of mailing.

## **28. HEADINGS**

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

## **29. ADDITIONAL PROVISIONS**

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):

\_\_\_\_\_  
Printed Name of Landlord/Landlord's Agent

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Landlord/Landlord's Agent

\_\_\_\_\_  
Signature of Witness

Signed by the Tenant in the presence of:

\_\_\_\_\_  
Print Name of Tenant

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Tenant

\_\_\_\_\_  
Printed Name of Witness

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Signature of Tenant

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Signature of Witness

\_\_\_\_\_  
Print Name of Tenant

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Witness

**RECEIPT OF RENTAL AGREEMENT**

I hereby acknowledge receipt of a DUPLICATE ORIGINAL OF THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Tenant

## 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 to 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, 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 with boxes, furniture or other areas used in common with other Tenants.
8. Boots and shoes 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 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 of 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 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 or neighbours.
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):

\_\_\_\_\_  
Printed Name of Landlord/Landlord's Agent

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Landlord/Landlord's Agent

\_\_\_\_\_  
Signature of Witness

Signed by the Tenant in the presence of:

\_\_\_\_\_  
Print Name of Tenant

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Witness

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Printed Name of Tenant

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Print Name of Tenant

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Print Name of Witness

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Signature of Witness