

## Lease Agreement

The tenancy created by this agreement is governed by the *Residential Tenancies Act* (Alberta) and if there is a conflict between this agreement and the Act, the Act prevails.

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN: Susan Eidt  
(hereinafter referred to as "Landlord")  
Located at: 794 Glenwood Place  
Delta, BC  
V4M 2K1

AND: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
(hereinafter either individually or collectively referred to as "Tenant")

### 1. LEASED PREMISES

The Landlord hereby leases to the Tenant the residential premises (the "Premises") located at

\_\_\_\_\_  
for use and occupation as residential premises only, subject to the terms and conditions of this Agreement and the *Residential Tenancies Act*.

### 2. AGREEMENT TERM

The term of this agreement shall be a **Fixed Term Tenancy** of \_\_\_\_\_ months that begins at 12 o'clock noon on the **FIRST** day of \_\_\_\_\_, \_\_\_\_\_, and expiring at 12 o'clock noon on the **LAST** day of \_\_\_\_\_, \_\_\_\_\_. Once the fixed term tenancy is over, the tenant may continue on with a renewed lease agreement. The renewed lease agreement may include a rent increase.

### 3. RENT

The rent shall be \$\_\_\_\_\_ dollars per month and shall be payable in advance by the Tenant to the Landlord at such address as specified by the Landlord on the **FIRST DAY** of each and every month during the Tenancy. The Tenant will provide the Landlord with post dated cheques prior to occupation of the premises to cover such rental payments. When two or more persons comprise the Tenant for the purposes of this Lease, the Landlord may collect the rent due to the Landlord pursuant to this Lease from any one, some, or all of them; and their obligations hereunder shall be joint as well as several.

In the event that the Tenant takes possession of the premises prior to the commencement date of this lease, the Tenant shall pay to the Landlord for the Tenant's use and occupancy on a per diem basis. It is agreed that the "Tenancy Month" hereby created begins on the commencement date, notwithstanding that the Tenant may take possession or be obligated to pay rent prior to that date at a prorated amount of \$\_\_\_\_\_ for the period from \_\_\_\_\_ to the last day of \_\_\_\_\_, and all terms and conditions of this lease shall be in effect from the date of possession until the Term Commencement Date.

If rent and/or deposit are paid by cheque, the cheque shall be made payable to the Landlord as noted above. Should such cheque be returned to the Landlord by a bank for any reason, the Landlord shall be entitled to add, as additional rent, a charge of **\$75.00** (for administrative expenses) which shall be recoverable in the same manner as rent. In the event any cheque provided by the Tenant to the Landlord is returned for non sufficient funds, to stop payment, or fails to clear for any other reason, the Tenant at the Landlord's request shall thereafter provide certified cheques for rent and other payments due.

Additional Rent: Any charges under this clause shall be deemed additional rent payable with the rents due as provided for in clause 3 of this agreement and shall be collectable as such.

Service Charge: Time is of the essence of this lease and the Tenant will be deemed in default in the event that the Tenant fails to make rental payments, including payment of additional rents, on the date specified in clause 3. Landlord shall be entitled to possession without further notice or demand for rent, in the event of such default. Should the Landlord elect to accept rental payments after such default occurs, Tenant shall pay **additional rental of \$25.00 per day for the entire duration that the rent is deemed in default.** Acceptance by the Landlord of late or partial rental payments shall not be deemed a waiver by the Landlord of its rights to declare a default hereunder if the Tenant fails to make full rental payments promptly as herein provided.

**4. UTILITIES**

In addition to the rent, the Tenant shall be responsible for and pay when due \_\_\_\_% of all charges for services and utilities related to the premises, indicated as follows:

Water	Paid by Tenant	____	Yes	____	No
Heat	Paid by Tenant	____	Yes	____	No
Electricity	Paid by Tenant	____	Yes	____	No
Other: _____	Paid by Tenant	____	Yes	____	No

The following are the responsibility of the tenant solely (100%)

Cable TV	Paid by Tenant	<u>X</u>	Yes	____	No
Internet	Paid by Tenant	<u>X</u>	Yes	____	No
Phone	Paid by Tenant	<u>X</u>	Yes	____	No
Other: _____	Paid by Tenant	____	Yes	____	No

**5. APPLIANCES**

The Landlord agrees that throughout the term of this Agreement the Landlord will supply to the Tenant the following items, the Tenant to keep clean and in good condition, ordinary wear expected: Refrigerator, Range, Washer, Dryer, Window Coverings

**6. OTHER OCCUPANTS**

The Landlord agrees that in addition to the Tenant(s), the Leased Premises may be occupied only by the following other persons:

1. Name: \_\_\_\_\_
2. Name: \_\_\_\_\_

Together with any increase in the Tenant’s family, but in any event not exceeding a total of 2 persons, unless agreed to in writing by the Landlord.

Any rooms without windows cannot be used as bedrooms. This is for fire safety reasons.

**7. SECURITY DEPOSIT**

The tenant agrees to pay the Landlord a deposit of \_\_\_\_\_. It is agreed between the Tenant and the Landlord that interest on the deposit shall be compounded annually and be paid to the Tenant at the termination of tenancy in accordance with current statutory requirements. At the time of the signing of this agreement, the interest rate paid on security deposits is 0%.

The Landlord may deduct from the security deposit any amounts that the Landlord seems necessary to provide for:

- (a) repairing any damage or loss to the premises, fixtures, furniture, appliances and any other items leased pursuant to the Lease which damages may have been cause by the Tenant (any damage or residual odor left by pets; burns and other marks on carpets, furnishings and walls shall **not** be considered normal wear and tear)
- (b) cleaning the premises and any property rented with it, (including but not limited to professional cleaning of carpet and drapery) if the Tenant gives up possession of the premises in such condition that the premises require cleaning;
- (c) payment of rent or other fees owing to the Landlord by the Tenant upon the termination of this Lease and;
- (d) the discharge of any other obligations or liabilities of the Tenant to the Landlord

- (e) recovery of lost revenue or expenditures incurred for the time that the suite is unavailable for rent while outstanding issues caused by the Tenant are being addressed (ie the property is being cleaned or damages are being repaired)

The Tenant is responsible for the amount of any damages or cleaning costs in excess of the deposit. It is further agreed and understood that the Tenant cannot apply the security deposit against any rent owing to the Landlord during the tenancy. The Tenant agrees that any security deposit refundable to the Tenant may be paid by the Landlord to any of the tenants or to all names shown by the tenants.

## 8. IF THE TENANT VACATES THE PREMISES

In the event that the Tenant vacates the premises before the end of the term, the Tenant will be charged a re-rental fee of **\$650.00**, and will also be responsible for paying the rent until the end of the Residential Tenancy Agreement term, or until a suitable new tenant is found to occupy the premises.

## 9. TENANT CONVENANTS

- (a) that the Tenant will pay the rent when due;
- (b) that the Tenant or their guests will not smoke in the premises at any time. **The premises is strictly non-smoking**
- (c) that the Tenant will comply with all safety standards, municipal bylaws, fire, housing, sanitation, and health regulations. The Tenant will not do, nor neglect to do, anything by which a safety, fire or health hazard is created.
- (d) **the Tenant shall keep the yard mowed, clean and free from rubbish and in a presentable condition at all times, and all walkways and driveways free of snow and ice. \$50.00 an hour will be charged if an external contractor is required to complete the yard maintenance.**
- (e) that the Tenant will not at any time use the premises as other than a residential dwelling; with the exception of the allowance of a personal office in the residential area and the use of the garage to store tools and equipment related to the Tenant's trade. Under no circumstances shall the premises function as a place of business where clients call upon the Tenant.
- (f) that the Tenant will not willfully or negligently damage the premises, the building, the grounds or the furnishings/equipment.
- (g) that the Tenant will not create a nuisance or break any conditions or rules contained in this lease.
- (h) that the Tenant will not sublet, assign or re-rent the premises nor leave guests in charge of the premises nor have guests stay longer than one week; without written consent of the landlord, not to be unreasonably withheld;
- (i) that the Tenant will not in any significant manner interfere with rights of either the Landlord or other inhabitants in the premises, the common areas, or nearby properties;
- (j) that the Tenant will not perform illegal acts or carry on illegal trade, business, or occupation in the premises, the common areas or the property of which they form a part;
- (k) that the Tenant will not endanger persons or property in the premises, the common areas or the property of which they form a part;
- (l) that the Tenant will not do or permit significant damage to the premises, the common areas or the property of which they form a part;
- (m) that the Tenant will maintain the premises and any property rented with it in a reasonably clean condition;
- (n) that the Tenant shall not make any changes or alterations whatsoever to the Leased Premises without the prior written consent of the Landlord;
- (o) that the Tenant will vacate and leave in clean condition and good repair the premises at the expiration or termination of the tenancy; the Tenant shall also deliver to the Landlord all keys to the Leased Premises and related facilities. The Tenant shall be responsible for the cost of all repairs or replacements to the Leased Premises and related facilities occasioned due to the negligence or fault of the Tenant, or any other person or persons invited on the Leased Premises by the Tenant.
- (p) that the Tenant will pay for the professional steam cleaning of the carpets upon vacation the premises, at the sole discretion of the landlord, and if requested, provide evidence of receipts for carpet cleaning services.
- (q) **ANIMALS: No pets or animals of any sort shall be allowed or kept in or about the premises at any time, except as per the Pet Application addendum, if applicable.**

## 10. MAINTENANCE COSTS

The Tenant shall cooperate with the Landlord in the care and maintenance of the premises, building and grounds by promptly reporting to the Landlord any accident, break, or defect in the water, heating, or electrical systems or in any part of the building or equipment.

The Tenant shall be responsible for replacement of normal usage items throughout their tenancy, which includes replacement of light bulbs, batteries in smoke detectors, etc. The Tenant shall be responsible for the cost of repairing plugged toilets, sinks, and drains, and for the cost of replacing all windows and screens broken by the Tenant or their guests. The Tenant shall be responsible for damages caused by windows and doors being left open in inclement weather including costs of repairing frozen pipes as well as repair and cleaning costs for damages caused by broken pipes due to windows or doors being left open or other situation caused by the Tenant. The Tenant shall also be responsible for damages due to fire caused by Tenant negligence i.e. careless smoking, cooking, etc.

**11. TENANT'S INSURANCE**

It is 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 other perils, which cause such damage or loss. The Tenant's policy shall waive all rights of subrogation against the Landlord and its servants, agents and contractors, and the Tenant shall on demand provide a copy of his insurance to the Landlord.

The Tenant hereby waives and releases the Landlord from any liability whatsoever for damage or loss to any persons or property whatsoever which occurs in or in connections with the premises, the building, and its facilities, the grounds and parking lot, howsoever caused, including loss due to negligence or fault of the Landlord or its servants, agents, or contractors (Tenant to look to its own insurance and insurers for recovery of and protection against any such loss or damage) Without limiting the generality of the foregoing, the Landlord shall not be responsible for any loss of Tenant's property in the premises or stored in the building due to any cause whatsoever. The Landlord or its servants, agents or contractors cannot be held responsible for the unintentional escape of pets during access to the premises.

Notwithstanding the paragraph above, the Landlord or its servants, agents or contractors are obligated to use due care and attention with respect to the Tenant's property when accessing the premises.

**12. NUISANCE**

The Tenant will not cause and the Tenant will ensure that the family, guests and invitees of the Tenant do not cause a nuisance or disturbance to any neighbours or other tenants.

**13. PET FEE**

If a pet has been approved by the Landlord to reside with the Tenant in the Tenant's premises, a monthly pet fee of \$50 per pet will be added to the rent as an additional charge.

Tenant Initial: \_\_\_\_\_

**14. SMOKING**

There is to be absolutely no smoking of tobacco or any other substance in the premises. Smoking of tobacco is permitted outside the premises, provided the smoker remains further than 5 meters from any door, window or intake vent. Failure to abide this non-smoking clause will be considered a serious breach of lease and the tenancy will be terminated immediately.

Tenant Initial: \_\_\_\_\_

**15. FIRE PIT**

The Tenant uses the fire pit at his/her own risk. The Landlord does not take any responsibility for use or maintenance of the fire pit, or any damage done to any property as a result of use of the fire pit. The Tenant is responsible for using the fire pit according to current city regulations and codes and agrees to comply with fire restrictions, bans and laws under all circumstances and at all times. The Tenant shall be responsible to pay any fines or levies incurred as a result of unlawful or incorrect use of the fire pit. The screen shall always be used on the fire pit.

Tenant Initial: \_\_\_\_\_

**16. ABANDONMENT**

Should the Tenant fail to take possession of the Leased Premises at the commencement of the term of this Agreement, or abandon the Leased Premises before the expiration of the Agreement, the Landlord may take possession without notice or demand and re-let the Leased Premises on such conditions as the Landlord may deem advisable, without prejudice to the Landlord's right to recover rentals which may be owing and without prejudice to any claim or claim for damages. Without limiting any additional claims which the Landlord might

have against the Tenant, in the event the Tenant fails to take possession of the Leased Premises at the commencement of the term of this Agreement any security deposit shall be absolutely forfeited to the Landlord as liquidated damages.

#### **17. INDEMNITY**

- (a) The Tenant agrees that is shall indemnify and save harmless the Landlord from and against any and all claims, demands, awards, proceedings, expenses, losses, costs, damages and expenses in connection with loss of life, personal injury or damage to property arising from or in any way connected with the occupancy or use by the Tenant of the Leased Premises or related facilities or common areas or any part thereof by the Tenant, any of the Tenant's family, guests, agents, servants, licensees, invitees, or other persons for whom the Tenant may be responsible at law.
- (b) The Tenant acknowledges that it is occupying and using the Leased Premises and related facilities solely at their own risk.

#### **18. RIGHT OF ENTRY**

Except as otherwise permitted by this clause, the Landlord shall not enter the Leased Premises without the consent of the Tenant or any adult person lawfully on the Leased Premises.

The Landlord shall have the right to enter the Leased Premises:

- (a) without notice of consent if the Landlord has reasonable grounds to believe that an emergency exists or that the Tenant has abandoned the Leased Premises, or,
- (b) without consent but after written notice to the Tenant,
  - i. to inspect the state of repair of the Leased Premises,
  - ii. to make repairs to the Leased Premises,
  - iii. to show the Leased Premises to prospective purchasers or mortgagees of the Leased Premises, or
  - iv. to show the Leased Premises to prospective tenants after a notice of termination has been served or within the last tenancy month of a lease agreement.

#### **19. WAIVER**

The waiver by the Landlord of any failure by the Tenant to observe any term, condition or obligation or provision of the Agreement shall not affect the Landlord's rights in respect of that breach or any subsequent breach of the same or any other provision of the Agreement.

#### **20. BINDING EFFECT**

This Agreement shall extend to be binding upon and endure to the benefit of the heirs, executors, administrators, successors and assigns of each party hereto.

#### **21. LANDLORD'S ADDRESS**

The Tenant acknowledges and agrees that the Landlord's street address and postal address is that which is set out on page 1 of this Agreement.

#### **22. HEADINGS**

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

#### **23. INTERPRETATION**

Whenever the singular number of masculine gender is used in this agreement the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires.

The Landlord shall not be responsible for statements made by its employees such as caretakers, maintenance persons, cleaning staff, leasing persons, or contractors where such statements are not in compliance with the Lease.

**24. SEVERABILITY**

If and covenant or condition contained in this Agreement is found to be invalid or illegal, that covenant or condition shall be severable from the remainder of this Agreement, which shall remain in full force and effect.

**25. RULES AND REGULATIONS**

The rules and regulations attached hereto, and any modification thereof or amendments thereto which the Owner may hereafter from time to time adopt and promulgate are considered a part of this lease immediately, and the Tenant covenants that said rules and regulations shall be adhered to by the Tenant, his employees, invitees, and all other person invited or uninvited by the Tenant into the premises or on the adjoining property of the Landlord. Violation of any rules and regulations shall be sufficient cause for termination of his lease by the Landlord and shall constitute a breach of this lease. In no event however, shall the Landlord be liable to any Tenant for the violation by others of any rules and regulations of the breach of any covenant or provision in any lease of any other Tenant in the development of which the premises is part.

**BREACH OF RULES:** Any alleged infringement of a condition of this lease brought to the notice of the Landlord will be promptly investigated and his decisions will govern.

**THIS DOCUMENT** is intended to be a complete record of the rental agreement. Both parties are to have a complete copy of this agreement. All promises and agreements must be included herein in writing and agreed to by both parties or they are not enforceable.

\_\_\_\_\_  
Landlord or Landlord’s Agent Date

\_\_\_\_\_  
Tenant Name (print) and Signature Date

\_\_\_\_\_  
Tenant Name (print) and Signature Date

\_\_\_\_\_  
Tenant Name (print) and Signature Date

I acknowledge receipt of a duplicate of this agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

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