

ONTARIO RESIDENTIAL TENANCY AGREEMENT

THE PARTIES

1. This agreement is made in duplicate between

LANDLORD

Name

Address

City

Province

Postal Code

Phone (work)

Phone (home)

Email

Cell

-and-

TENANT(S)

Name(s)

THE OCCUPANTS

Name all adults and/or children who will occupy the premises _____

Type of Property _____

Only tenants and occupants named may live in the premises without written consent of the landlord.

THE PREMISES AND MANAGEMENT

2. The landlord will rent to the tenant and the tenant will rent from the landlord the following:

Street

City / Town

Postal Code

Tenant's mailing address (if different from above)

Tenant's Phone Number (work)

(home)

E-mail

Cell:

Next of Kin

Emergency Contact

Phone Number(s)

3. The current agent or property manager for the landlord:

Name

Address

Phone Number (work)

(home)

E-mail

Cell

4. The current superintendent for the building:

Name

Address

Phone Number

Emergency Phone Number

E-mail

Cell

INITIALS

Landlord

Tenant

SERVING OF DOCUMENTS

5. All Notices to Terminate or service of documents to the landlord shall be in writing and served in person, by registered mail, or by any other means authorized by the Landlord to:
- [] the landlord / owner (and/or) [] the agent or property manager or
[] the superintendent at the above noted addresses.

BEGINNING AND TERM OF AGREEMENT

6. The tenancy begins on the _____ day of _____, 20____ and this shall be the anniversary date.

The term is to run from year to year [], from month to month [], from week to week [] and the tenancy continues until the landlord or the tenant gives proper notice to terminate.

OR

The tenancy is for a fixed term, beginning on the _____ day of _____, 20____ and ending on the _____ day of _____, 20____.

AMOUNT OF RENT

7. The tenant will pay rent of \$_____ per _____ by:
(week / month)
- [] Cash [] Cheque [] Other _____
- Rent is due on the _____ day of each month/week and is payable to _____
-

The landlord must give the tenants rent receipts.

Ontario sets provincial rent guidelines annually, published in August. Rent increase by landlords can only occur once every 12 months and 90 days written notice is required. These increases must abide by the annual provincial guidelines. If the landlord wishes to increase the rent beyond the guidelines, an application to the Ontario Rent Tribunal must be filed to obtain permission.

Note: Rent increase rules only apply to an existing tenancy. After the tenant moves out, the landlord is able to increase the rent to whatever the market will bear.

INCLUDED ITEMS

8. The following items, appliances, and services are included in the rent: (Check only those things that are included and provide additional information if required.)

[] stove	[] natural gas	[] sewage disposal
[] refrigerator	[] cable service	[] other (define) _____
[] laundry facilities	[] heat	_____
[] dishwasher	[] water	_____
[] furniture	[] garbage collection	_____
[] carpets	[] electricity	
[] window coverings	[] parking	# of spaces _____ space # _____

INITIALS

Landlord

Tenant

The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent.

RESPONSIBILITY OF THE TENANT

The tenant is responsible for the following:

- Lawn care
- Late payment charges
- Snow removal
- Returned cheque charges
- Garbage removal
- Parking @ \$ _____ / month # of spaces _____
- Tenant insurance

9. Additional obligations _____

DEPOSIT

10. A deposit is not required

OR

- A deposit of \$ _____ (not to exceed one month's rent) will be collected by landlord.

If the rent is collected monthly, one month's rent can be collected as deposit and if the rent is paid weekly, one week's rent can be collected at the beginning of the tenancy. The landlord can then pay the tenant 6 percent compound interest at the beginning of the next year and preceding years. This deposit can be put towards the last month's rent.

Note: This is not a security deposit or damage deposit as security and damage deposits are not permitted in Ontario.

INSPECTION REPORT

An inspection of the premises and the preparation of a written inspection report signed by the landlord and tenant and prepared within 1 day of the start of the tenancy and within 1 day of the end of the tenancy is recommended. If an inspection report is prepared, it shall form part of the agreement.

- A form of inspection report is attached to the agreement.
- An inspection report is not attached.

<u>INITIALS</u>
Landlord
Tenant

MISCELLANEOUS

11. The landlord and tenant promise to comply with the conditions set out in Schedule "A." The tenant acknowledges receipt of the rules of the residential premises and residential property which are attached hereto as Schedule "___."
12. If the rent is unpaid one day after the due date, the landlord has the right to file an application to the Ontario Rent Tribunal for rent arrears. If the tenant does not pay the rent within two weeks, eviction can occur.
13. All Notices to Terminate must be in writing. The tenant must give 60 days notice in writing to the landlord before the rent is due. If it is the landlord terminating the tenancy, depending on the situation, he or she must allow tenants the following notice periods:
 - 14 days for non-payment of rent, 7 days notice for weekly or daily tenancy
 - 2 months for landlord's use of property
 - 20 days for cause or conduct

If the tenant breaches conditions of the Ontario Rental Housing Tribunal, the landlord can apply to the Tribunal without giving the tenant notice.

Note: A tenant may not end a fixed term lease until the end of the term. The landlord can only terminate the fixed term lease based on legitimate reasons in the legislation and cannot terminate solely based on the expiration of the fixed term agreement. If the tenant does not give notice to terminate at the end of the fixed term agreement, the lease automatically goes to month-to-month and the landlord cannot force the tenant to sign another fixed term lease. All conditions from previous lease will remain the same unless re-negotiated between the landlord and tenant.

14. This agreement is for the benefit of and is binding on the landlord and tenant and their heirs, executors, administrators, and assigns.
15. Any or all tenants signing this lease take full responsibility for all terms and conditions.

INITIALS

Landlord

Tenant

SIGNATURES

Attachments (Initials required)

_____ The tenant has received a copy of the signed agreement within 21 days of the date of the signing of the agreement.

_____ The tenant has read, signed, and received the rules and attachments to this agreement.

_____ Other _____

SIGN BOTH COPIES SEPARATELY

Date

Landlord

ANY OR ALL TENANTS SIGNING THIS AGREEMENT TAKE FULL RESPONSIBILITY FOR ALL OF ITS TERMS AND CONDITIONS.

Date

Tenant

Date

Tenant

Date

Tenant

Schedule “A”

The following conditions apply where the relationship of landlord and tenant exists, regardless of any agreement, declaration, lease, waiver, or other statement to the contrary:

Conditions:

1. Sublet

The tenant may assign or sublet the residential premises to another person with the consent of the landlord. A new tenant must assume all of the rights and duties under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.

If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply to the Ontario Rent Tribunal for arbitration.

2. Repairs

(a) Landlord’s Duties:

The landlord must provide and maintain the residential premises and residential property in a reasonable state of decoration and repair, making the residential premises and the residential property suitable for occupation by a reasonable tenant. The landlord must comply with health, safety, and housing standards required by law.

If the landlord is required to make a repair to comply with the above duties, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may apply to the Ontario Rent Tribunal for the completion and costs of the repair.

(b) Tenant’s Duties:

The tenant must maintain ordinary health, cleanliness, and sanitary standards throughout the residential premises and residential property. The tenant is not responsible for reasonable wear and tear to the residential premises.

(c) Emergency Repairs:

The landlord must post the name and telephone number of the designated contact person for emergency repairs.

The tenant must make at least two attempts to notify the person designated by the landlord, and give a reasonable time for completion of the emergency repairs by the landlord.

If the emergency repairs are still required, the tenant may undertake the repairs and deduct the cost from the next month’s rent, provided a statement of account and receipts are given to the landlord. The landlord may take over completion of the emergency repairs at any time.

Emergency repairs must be urgent and necessary for the health and safety of persons or preservation of property and are limited to:

- major leaks in the pipes or roof,
- damaged or blocked water or sewer pipes or plumbing fixtures,
- repairs to the primary heating system, and
- defective locks that give access to the residential premises.

3. Locks

Neither the tenant nor the landlord may change or add a lock or security device (for example, a door chain) to residential premises unless both agree, or unless ordered by an arbitrator. In an emergency, the landlord may change the lock on the main door of the residential property and the tenant may change a defective lock on the residential premises and promptly provide the other party with a copy of the new key.

4. Entry of Residential Premises by the Landlord

The landlord may enter the residential premises only if one of the following applies:

- the landlord gives the tenant a written notice which states why the landlord needs to enter the residential premises and specifies a reasonable time not sooner than 24 hours and not later than 72 hours from the time of giving notice; entry must only occur during daylight hours (8 a.m. to 8 p.m.)
- there is an emergency;
- the tenant gives the landlord permission to enter at the time of entry or not more than one month before the time of entry for a specific purpose;
- the tenant has abandoned the residential premises;
- the landlord has the order of an arbitrator or court saying the landlord may enter the residential premises;

5. Pets and Smoking

If the tenancy agreement **does not permit pets** or smoking in the rental unit, the landlord has the right to give a Notice of Termination if the tenant has pets or smokes. If the landlord permits pets on the premises but the pet(s) disrupt the peace and enjoyment of other tenants, the landlord has the right to file a Notice of Termination.

6. Application of the Tenant Protection Act

The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or duty under the Tenant Protection Act or a regulation made under the act and to the extent that a term of this tenancy agreement does contradict or change a right or duty under the Tenant Protection Act or a regulation made under that act the term of this tenancy agreement is void.

Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and tenant and must be reasonable. If a change is not agreed to in writing, is not initialed by the landlord and tenant, or is not reasonable it is not enforceable.

7. Arbitration of Disputes

Despite any other provision of this tenancy agreement, under the Tenancy Protection Act a tenant has the right to apply for arbitration to resolve a dispute.

8. Additional Terms

(Write down any additional terms)

Landlord signature

Date

Tenant signature

Date

Tenant signature

Date