

# Residential Tenancy Agreement

This agreement is made on the \_\_\_ day of \_\_\_\_\_ 20\_\_ between:

## The Landlord:

and

## The Tenant(s):

Leston Holdings (1980) Ltd.  
#6, 10025 - 117 Street  
Edmonton, AB  
T5K 1W7  
(780) 444-4579

\_\_\_\_\_  
(Name of Tenant)

\_\_\_\_\_  
(Name of Tenant)

### 1. PREMISES

The landlord agrees to rent to the Tenant the premises at: \_\_\_\_\_ for residential use.

(Municipal address, including suite number)

### 2. OTHER OCCUPANTS

We agree, that in addition to the Tenant named above, the **following occupants** will live in the premises: \_\_\_\_\_

We agree that no other occupants will occupy the premises without the written consent of the Landlord and the Tenant.

Anyone who occupies the premises may, by law be a "tenant" and responsible for rent. See s 1 (1)(s) of the *Residential Tenancies Act*.

- ▶ No Pets OR
- ▶ The following pets: \_\_\_\_\_

**NON REFUNDABLE \$250 PET FEE DUE PRIOR TO MOVE-IN**

Each and any pet must be authorized by the Landlord and is subject to a one-time non-refundable pet fee of \$250 per pet. The Landlord, at its sole discretion, has the right to limit the number and type of pet permitted in a single unit. We do not allow dogs in apartment buildings. We do not allow dogs over 23 lb in townhomes.

### 3. TERM OF TENANCY

#### Fixed Term:

- ▶ **Beginning** on the \_\_\_ day of \_\_\_\_\_ 20\_\_  
and **ending** on the \_\_\_ day of \_\_\_\_\_ 20\_\_

▶ **Renewal Options:** The tenant will have the option to extend the term of the lease; such option shall be exercised by notice in writing, or by fax at least 90 days prior to the expiry of the then current term. The terms and conditions shall be to the mutual satisfaction of the tenant and landlord at least 60 days prior to the expiration of the current lease.

▶ Failing agreement 60 days prior to the expiration of the current lease the tenant or the landlord have the right to withdraw the renewal option.

▶ In the event the Tenant wishes to end the Lease early (prior to the end of the fixed term); the Tenant will pay one additional month's rent to the Landlord as a re-rental fee and the Landlord will assign the suite to a new tenant.

▶ The Tenant shall remain fully responsible for paying the agreed upon monthly rent as detailed in "Section 4. Rent," and all other terms of this Agreement shall remain in full force and effect, until a suitable new Lessee is found.

# Residential Tenancy Agreement

► In an assignment the original tenant will not return to the leased premises and all of the obligations and privileges agreed upon under the Tenancy Agreement are transferred to the new tenant and the new tenant becomes wholly responsible for the residential Tenancy Agreement.

► **Landlord Lease Incentives:** A Lease Incentive is an incentive or concession provided by the Landlord to the Tenant as further motivation to enter into the Lease Agreement.

Lease Incentive Details (if any)

Lease Incentive value (if any) \$

If any of the Tenant's obligations within the Lease Agreement are not fully satisfied the Tenant shall be obligated to reimburse the full value of the Lease Incentive to the Landlord. Breaches of the Lease Agreement include but are not limited to; untimely payment of rent, failure to complete the full fixed term and causing substantial damage to the property. In the event that the Tenant is in breach of the Lease Agreement the Landlord will notify the Tenant in writing and repayment of the full value of the Lease Incentive will be immediately deemed due and payable.

► The Tenant shall remain fully responsible for paying the agreed upon monthly rent as detailed in "Section 4. Rent," and all other terms of this Agreement shall remain in full force and effect, until a suitable new Lessee is found.

► In an assignment the original tenant will not return to the leased premises and all of the obligations and privileges agreed upon under the Tenancy Agreement are transferred to the new tenant and the new tenant becomes wholly responsible for the residential Tenancy Agreement.

## 4. RENT

**The rent is:** \$ \_\_\_\_\_  
Parking stall # \_\_\_\_\_ \$ \_\_\_\_\_  
Other \_\_\_\_\_ \$ \_\_\_\_\_  
Other \_\_\_\_\_ \$ \_\_\_\_\_

**Total Monthly Rent:** \$ \_\_\_\_\_

Each Tenant is equally responsible for full payment of the rent. The Landlord may collect rent from any or all Tenants named in this Agreement.

**The Tenant will pay the total rent on the first of each month,**

Starting on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

**Rent cheques must be in the name of Leston Holdings (1980) Ltd.**

**Pre-authorized debit** is Leston Holdings' preferred method of payment. Upon receipt of a valid PAD form, the Landlord will directly debit rent from the Tenant's bank account on the 1st business day of each month.

# Residential Tenancy Agreement

Rent Includes:

- ◆ Common Area Electricity    ◆ Heat    ◆ Water
- ◆ Waste Removal    ◆ Sewer Discharge    ◆ Taxes

The Tenant is responsible for any other utilities and services, and must pay the appropriate authorities for them.

**5. APPLIANCES**    The Landlord must supply **AND** maintain the following during  
**FURNISHINGS**    the tenancy, the cost of which is included in the rent:

Refrigerator	Dishwasher	Washer
Blinds (excluding Patio)	Stove	Dryer

## 6. SECURITY DEPOSIT

The tenant has paid to the Landlord a security deposit of \$ \_\_\_\_\_

The Security Deposit cannot be more than one month's rent

The Landlord may make deductions for:

- ▶ Repair of damage to the premises caused or permitted by the Tenant.
- ▶ Cleaning needed to make the premises reasonably clean (charged at \$25 per hour as and if required).
- ▶ Rent owed to the Landlord.
- ▶ Any other liability or obligation owed by the Tenant to the Landlord.

The Landlord cannot make deductions for normal wear and tear

## 7. INSURANCE

The Tenant must insure his or her own property against damage or loss and save and defend the Landlord for any act or failure to act to mitigate damage to the Landlord's property or other tenants.

**Proof of Insurance Provided** \_\_\_\_\_

Date / Tenant Initials

## 8. CHANGE OF LANDLORD

The Landlord will advise the Tenant of any changes in ownership of the premises within seven days of that change.

## 9. CONDITION OF THE PREMISES

We agree to fill out and sign an **Inspection Report**, that complies with the Residential Tenancies Act and its Regulations, at the beginning and the end of the tenancy. If the Landlord does not inspect the premises, the Tenant may do so, with a witness, and deliver a copy of the **Inspection Report** to the Landlord.

- ▶ The inspection must be done within one week before or after the tenant takes possession and gives up possession. The landlord may not deduct for damage from the tenant's security deposit unless inspection reports are completed. See s. 18, 48 (6) of the *Residential Tenancies Act* and s. 4 of the *Ministerial Regulation*.

# Residential Tenancy Agreement

## 10. CARE OF THE PREMISES

### The Landlord must:

- ▶ ensure that the premises and any items supplied by the Landlord are **clean and in good repair at the beginning of the tenancy**.
- ▶ ensure a reasonably **good state of repair** where responsible for maintenance under this Agreement
- ▶ take reasonable steps to ensure that snow or ice do not prevent the Tenant from gaining access to his/her premises.

### The Tenant Must:

- ▶ keep the premises **reasonably clean** and take good care of the items supplied by the Landlord.
  - ▶ report any damage or deterioration of the premises or items supplied.
  - ▶ will pay for the cost of repair or replacement of: plugged toilets, sinks and drains; windows, screens or light fixtures; and damage caused by frozen pipes where the need for repair or replacement is due to the fault of the Tenant or the Tenant's guests.
- The Landlord and the Tenant shall comply with standard of health, sanitation, fire, housing and safety as required by law.

## 11. ENTRY OF PREMISES BY LANDLORD

### The landlord can enter the premises without written notice if:

- ▶ there is an emergency;
- ▶ the tenant allows it;
- ▶ the tenant has abandoned the premises;
- ▶ the Landlord has reasonable cause to believe the premise is abandoned.

### Landlord must give the tenant 24 hour written notice to enter:

- ▶ to inspect the state of repair;
  - ▶ to make repairs;
  - ▶ to show the premises to prospective purchasers or mortgagees;
  - ▶ to show the premises to prospective tenants;
- (only during the last 60 days of the current lease term)

## 12. DISPUTE RESOLUTION

We agree to try to solve any disagreements by first talking with each other. If we cannot agree, then we will ask the Landlord and Tenant Advisory Board to mediate our disagreement. Either of us may call to ask mediation. By agreeing to mediate, we do not give up any other right that we may have.

## 13. BUILDING RULES AND REGULATIONS

We agree to the following Building Rules and Regulation. The Landlord may make reasonable changes from time to time by giving written notice to the Tenant.

### Consideration of Others

- Noise which, in the opinion of the Landlord, disturbs the comfort of the other tenants must not be permitted in the premises.
- Due to the irritation and health risks of exposure to second hand-smoke, increase risk of fire and increased maintenance and cleaning; **all forms of smoking are prohibited** from inside the building; including individual units, common areas and adjoining grounds of the building. Existing tenants were grandfathered (exempted) for the length of their tenancies unless they choose to sign a no-smoking policy lease addendum. This policy was adopted through attrition upon the latter of the purchase of the building by Leston Holdings or as of January 1, 2011.
- The Tenant must not leave guests in charge of the premises or have guests stay longer than one week without notifying the Landlord.



# Residential Tenancy Agreement

- d) Parking facilities, if any, are provided at the Tenant's own risk. Inoperable vehicles, over which the Tenant has control or ownership, parked on the property will be removed at the Tenant's expense.
- e) The Tenant must obey any reasonable rules posted regarding the use and care of the building, parking lot, laundry room, and other common facilities that are provided for the use of tenants.
- f) The Tenant must not put up any radio antenna, satellite dish or tower, or any placard, notice or sign for advertising purposes without prior written consent from the Landlord.

**Maintenance**

- g) The Tenant must dispose of all garbage from the premises in a proper manner.
- h) The Tenant must only use small nails and picture hooks to hang pictures in the premises.  
~there will be a charge of \$5 per hole for each hole excessive of five.
- i) The hallways, passages and stairs of the building in which the premises are situated must be used only for going to and from the premises. The Tenant must not block those areas with furniture or other material or leave rubbish in those areas and other areas used by other tenants.
- j) Boots and rubbers which are soiled or wet must be removed at the entrance to the building and taken into the Tenant's premises.
- k) The Tenant must not do any structural alterations, painting, papering or redecorating without the prior written consent of the Landlord.

**Safety**

- l) The Tenant must not install any electric wiring or heating unite in the premises without the prior written approval of the Landlord.
- m) The Tenant must not keep combustible material or flammable liquid on the premises.
- n) If the Tenant is absent and the premises are unoccupied for an extended period, the Tenant must let the Landlord know that he/she will be absent and arrange for regular inspection by a competent person.
- o) The Tenant must obtain the prior approval of the Landlord before waterbeds are used in the premises.
- p) The Tenant may install a security device (lock) that can only be locked from the inside. The device must be removed without damage to the premises or it must remain with the premises when the Tenant leaves. (see Section 18 of the *Residential Tenancies Act*).

**14. ADDITIONAL PROVISIONS**

- ▶ pre-authorized withdrawal, cheques and money orders are acceptable forms of payment
- \* **We DO NOT accept Cash**
- ▶ A \$50 late fee will be charged on any rents paid after the first the month.
- ▶ A \$50 service fee will be charged on any NSF payments. If an NSF is not reimbursed. within the first 5 business days of the month an additional \$50 late fee will be charged.
- ▶ A \$50 administration fee will be charged for each bill relating to any utility accounts that are not appropriately transferred to the tenant's name upon the move-in/possession date.
- ▶ Tenant is to clean blinds within the premises to the Landlord's specifications upon move-out.
- ▶ A minimum service fee of \$100 will be charged to unclog a plugged toilet.
- ▶ Carpet will be professionally cleaned, at the Tenant's expense, by the company of the Landlord's choice.
- ▶ A minimum \$100 service fee will be charged for any lockouts or key replacements that are rectified by the Landlord.
- ▶ Rent arrears & suite expenses that require collection efforts will be charged a \$200 administration fee. The Tenant will be charged all costs associated with their debt including but not limited to credit bureau reporting, collection agency fees, reasonable attorney's fees & court costs (collectively not to exceed 50% of the total collection file).



**\*NOTE: Headings, notes and informational boxes all form part of this agreement. The landlord and Tenant show that they agree to the terms of this agreement by signing on this \_\_\_ day of \_\_\_\_\_ 20\_\_.**

\_\_\_\_\_

Landlord Tenant Tenant Tenant Witness

**The Tenant has received a copy of this Agreement, signed by the Landlord or the Landlord's Agent, this            day of            , 20\_\_**

(Signature of Tenant) \_\_\_\_\_

