

# RESIDENTIAL TENANCY AGREEMENT

THIS RESIDENTIAL TENANCY AGREEMENT ("AGREEMENT" or "LEASE")  
MADE THE \_\_\_ DAY OF \_\_\_, 20\_\_\_, BETWEEN:

The City of Edmonton Non-Profit Housing Corporation, operating as HomeEd,  
HEREIN KNOWN AS THE "LANDLORD"

-and-

A) \_\_\_\_\_ C) \_\_\_\_\_  
B) \_\_\_\_\_ D) \_\_\_\_\_

HEREIN COLLECTIVELY KNOWN AS THE "TENANT"

THE TENANCY CREATED BY THIS AGREEMENT IS GOVERNED BY THE RESIDENTIAL TENANCIES ACT, AND IF THERE IS  
CONFLICT BETWEEN THIS AGREEMENT AND THE ACT, THE ACT PREVAILS.

THIS AGREEMENT WITNESSES that the parties hereby agree as follows:

**1. Subject to the terms of this Agreement, the Landlord, on its own behalf or as agent for the owner, hereby leases unto the Tenant:**

(a) the premises municipally described as \_\_\_\_\_ (the "Leased Premises") for use as a residential dwelling only, together with the fixtures, fittings and appliances situated in the Leased Premises. The Landlord agrees to supply and maintain the following during the term of the tenancy:

Refrigerator  Stove  Dishwasher  Washer/Dryer  Window Treatments  Fireplace  
 Microwave  Other \_\_\_\_\_ and

(b) the Parking Stall identified as number: \_\_\_\_\_

In addition, the Landlord gives the Tenant the right to use those facilities and portions of the building and grounds where the Leased Premises are located and available for the common use of tenants.

**2. Subject to earlier termination, the Tenant shall occupy the Leased Premises for a fixed term tenancy for a term beginning at 12:00 pm on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ and ending at 12:00 pm on the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_ (the "Term")**

**3. The Tenant shall pay to the Landlord a monthly rent consisting of:**

\$ \_\_\_\_\_ Monthly Rent for the Leased Premises;

\$ \_\_\_\_\_ Subsidy for the Leased Premises (subject to signing a Lease Amending Agreement RE: Rent Subsidy)

**\$ \_\_\_\_\_ Monthly Rent** (including any applicable subsidy)

\$ \_\_\_\_\_ for an Extra Parking Stall # \_\_\_\_\_

\$ \_\_\_\_\_ Other Fees: ( ) Storage # \_\_\_\_\_, ( ) Pet Fee, ( ) Other \_\_\_\_\_

\$ \_\_\_\_\_ Other Concessions / Incentives: \_\_\_\_\_

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

Rent is payable to the Landlord on or before the first day of every month following the commencement of the Term. The first payment is to be made on the first day of \_\_\_\_\_. If the Tenant takes possession of the Leased Premises prior to the commencement of the Term, then the Tenant shall pay to the Landlord a prorated sum of \$ \_\_\_\_\_ as rent, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

"Rent" as defined herein shall mean all amounts payable by the Tenant to the Landlord pursuant to this Agreement. For greater certainty, rent also includes: (Check appropriate items):

Electricity  Heat  Water  Cable TV  Other:

\_\_\_\_\_

The Tenant is responsible for any utilities and services and must pay the appropriate service providers.

#### 4. OCCUPANTS

The Tenant will not permit any persons other than the Tenant and the following persons under the age of 18 to reside at the Leased Premises without prior written consent of the Landlord:

A) \_\_\_\_\_ C) \_\_\_\_\_  
B) \_\_\_\_\_ D) \_\_\_\_\_

together with any future additional dependent minors and/or dependents who have a mental or physical disability. Upon reaching the age of 18 years, each dependent minor listed above will be required to become a party to this Agreement as a Tenant in order to be permitted to reside at the Leased Premises. The Landlord and Tenant agree that no other persons shall be permitted to occupy the Leased Premises without the prior written consent of the Landlord.

#### 5. SECURITY DEPOSIT

The Tenant has paid the following amounts as security:

Security Deposit \$ \_\_\_\_\_

\_\_\_\_\_  
**Tenant Initials**

The Landlord acknowledges receipt of a Security Deposit which shall be held by the Landlord in accordance with the following:

- (a) The Landlord shall be entitled to retain the Security Deposit in the event the Tenant does not take possession of the Leased Premises on the commencement of the Term, as a genuine pre-estimate of its liquidated damages arising from such failure by the Tenant to take possession and not as a penalty;
- (b) Upon termination of the tenancy, for any reason, the Landlord shall also be entitled to apply the Security Deposit as it deems necessary to pay for any one or more of the following:
  - cleaning, repairing or replacing any fixtures, fittings, appliances, carpeting or facilities located in the Leased Premises, excluding reasonable wear and tear\*;
  - cleaning or repairing of the Leased Premises; including all carpets to be professionally steam cleaned at the Tenant's expense at the expiration or earlier termination of this Agreement.
  - payment of any rent owing by the Tenant to the Landlord;
  - any fees or penalties incurred during the tenancy, or as a result of terminating the tenancy early; and
  - the legal fees and disbursements, on a solicitor and his own client basis, incurred in recovering arrears.
- (c) The Landlord and the Tenant agree that interest shall be paid on the Security Deposit and that the interest shall be compounded annually and be paid to the Tenant on the expiry or termination of this lease.

\* 'Normal wear and tear' means the deterioration that occurs over time with the use of the Leased Premises even though the Leased Premises received reasonable care and maintenance. For greater clarity: burns, stains, holes, dents on flooring or walls, and the like, shall not constitute normal wear and tear.

#### 6. FORMS OF PAYMENT

Cash is not accepted as a form of payment. Tenants may pay by automatic bank withdrawal, money order or certified cheque. Funds are payable to The City of Edmonton Non-Profit Housing Corporation.

There will be a thirty-five (\$35.00) dollar administration fee payable by the Tenant in each instance where the rent is paid past the due date. Further, a twenty (\$20.00) dollar administration fee will be payable by the Tenant where there are insufficient funds or for any other reason a payment is not honored.

The Tenant understands that any incentives are applicable for the initial Term only and do not extend past the initial Term unless otherwise stated by the Landlord.

The Landlord may terminate this Agreement if charges are not paid when due.

## 7. TERMINATION OF TENANCY

Notice of termination by either the Tenant or the Landlord must comply with the *Residential Tenancies Act*.

The Tenant agrees to fully vacate the Leased Premises by 12:00pm (noon) on the last day of the Term as specified in section 2 above. The parties agree that the failure by the tenant to vacate when required to do or past the expiry of the Term shall not convert this fixed term tenancy into an implied periodic tenancy.

If the Tenant terminates the tenancy prior to the expiry of this Agreement, the Tenant shall (a) repay to the Landlord all incentives provided to the Tenant during the tenancy, and (b) pay one (1) month's rent as a lease break fee.

## 8. INSURANCE

The Tenant shall, at all times during the Term and any extensions or renewals thereof, maintain a policy of comprehensive general liability insurance insuring against claims for bodily injury, death and property damage of any kind arising out of the use and/or occupation of the Leased Premises. Such insurance policy shall be at the Tenant's sole cost and expense and shall:

- (a) Name the Landlord as an additional insured;
- (b) Be for an amount of not less than One Million Dollars (\$1,000,000.00); and
- (c) Provide that such insurance policy shall not be cancelled without the insurer providing the Landlord with at least thirty (30) days' written notice of such pending cancellation.

The Tenant shall provide proof of such insurance on or prior to the commencement of the Term and from time to time upon the Landlord's request. The failure to provide proof of such insurance upon the Landlord's request constitutes a fundamental breach of this Agreement.

## 9. TENANT'S COVENANTS

The Tenant covenants and agrees:

- (a) to pay all rent when due on the first day of each and every month;
- (b) to comply with every provision of this Agreement and with the *Residential Tenancies Act*;
- (c) that the Tenant and any persons residing or attending to the Leased Premises shall comply with the Tenant's obligations under this Agreement including the Tenant Handbook located at [www.myhomeed.ca](http://www.myhomeed.ca) which is hereby incorporated into and made a part of this Agreement by reference. The Tenant further agrees that Landlord may update, amend, replace, or otherwise alter the Tenant Handbook at any time and at its sole discretion;
- (d) to obey all safety, fire, and health regulations with respect to the Leased Premises and the common areas, and that the Tenant will not do or neglect to do anything by which a safety, fire, or health hazard may arise;
- (e) that it will not willfully or negligently damage the Leased Premises, or create a nuisance respecting or emanating from the Leased Premises, the common areas, or the building in which the Leased Premises are located;
- (f) that if there is more than one Tenant, each Tenant will be jointly and severally liable for the covenants and payment obligations set out in this Agreement, and that any notice properly given to any one such Tenant shall be deemed to be notice properly given to all of the Tenants;
- (g) that in order for the Landlord to confirm the Tenant's eligibility for affordable housing, the Tenant shall, on an annual basis, provide evidence satisfactory to the Landlord of the Gross Annual Income for all members of the household. The Tenant acknowledges and agrees that failing to provide such evidence may result in the Landlord's inability to verify household income, which may result in non-renewal of this Agreement or renewal at up to the maximum market rate for the Leased Premises;
- (h) that the Tenant will not engage in the careless use of appliances or electronics in the Leased Premises;
- (i) that the Tenant will not allow the escape of water within or from the Leased Premises;
- (j) that the Tenant will give to the Landlord prompt notice of any defects or leaks in water pipes or lines, heating apparatus, fixtures, fittings, or appliances situated in the Leased Premises including but not limited to sinks, taps, faucets, toilets, hoses, tubs, heaters, tanks, washers, dryers, dishwashers;
- (k) that the maintenance of smoke detectors, fire alarms and sprinkler units supplied by the Landlord (including battery replacement) is the responsibility of the Tenant and the Tenant will clean and test such detectors on a monthly basis and malfunctions will be reported to the Landlord immediately;

- (l) that the Tenant will not threaten, endanger, or harm persons or property in the Leased Premises, other tenant spaces, or common areas;
- (m) that the Tenant shall not interfere with nor disturb the peaceful enjoyment of any other tenants, persons present in common areas, or persons attending the residential complex in which the Leased Premises are located. This includes, but is not limited to, excessive noise or by odor that emanates from the Leased Premises;
- (n) that the Tenant will, at all times, park only in their leased parking space in a proper fashion and will at no time conduct motor vehicle, equipment, or trailer repairs in the parking space;
- (o) the Tenant shall not leave a motor vehicle in an unregistered, inoperable, or dismantled condition or in a condition of ongoing repair. Upon the request of the Landlord, the Tenant shall have any such motor vehicle removed, or it may be towed by the Landlord at the Tenant's expense;
- (p) that the Tenant will not perform, or permit to be performed, illegal acts or carry on an illegal trade, business or occupation in the Leased Premises or the common area or the property of which they form a part; and
- (q) that the Landlord shall not be responsible for loss or damage to the Tenant's property and the Tenant acknowledges and agrees that it is responsible for insuring its property against loss or damage from any cause and must provide a copy of a valid policy of insurance to the Landlord on possession of the Leased Premises, and on an annual basis for the duration of the tenancy. Failure to provide satisfactory proof of valid insurance shall be considered a fundamental breach of this Agreement and could result in termination of this Agreement by the Landlord.

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**Tenant Initial**

The Tenant further agrees to keep, repair and maintain the Leased Premises and its contents in a good and reasonable state of cleanliness and, subject to the terms of this Agreement, to be responsible for any costs associated including, without limitation:

- (a) all costs of repairing and unclogging damaged or clogged toilets, sinks and drains; burst pipes caused by open windows/doors or improper heating of the Leased Premises; clogged dryer exhaust vents; which are all considered the result of the Tenant's misuse or negligence;
- (b) all costs of repairing and replacing windows, window treatments, light fixtures, fuses, light bulbs, fluorescent tubes and appliances broken or damaged while in the care of the Tenant; and
- (c) all costs of cleaning, repairing, and if necessary, replacing carpets damaged or water-stained through the misuse or negligence of the Tenant.

If the Tenant fails to comply with its responsibilities under this section, the Landlord shall be at liberty to attend to such repairs and maintenance and the Tenant shall be responsible to reimburse the Landlord for all costs relating to repairs.

#### **10. LANDLORD COVENANTS**

The Landlord agrees:

- (a) that the Leased Premises will be habitable to at least the minimum standards prescribed under the *Public Health Act* and will be available for occupation by the Tenant at the commencement of the Term;
- (b) that the Landlord will not in any significant manner disturb the Tenant's peaceful enjoyment of the Leased Premises;

#### **11. LANDLORD'S REMEDIES**

In the event that the Tenant breaches this Agreement or any provision of the *Residential Tenancies Act* the Landlord may:

- (a) recover arrears of rent;
- (b) recover any outstanding charges, chargebacks, late fees or other damages owed to it by the Tenant;
- (c) recover damages resulting from a breach or substantial breach of this Agreement;
- (d) recover damages should the Tenant over-hold after the tenancy has expired or been terminated;
- (e) recover possession of the Leased Premises;
- (f) terminate the tenancy; or
- (g) recover any credits or incentives given to the Tenant by the Landlord during the tenancy.

The Tenant agrees that it will be responsible for the payment of the Landlord's legal fees and disbursements on a solicitor

and his own client basis (that is, full payment of all legal fees and disbursements) for any actions taken by the Landlord under this Section 11. **The Tenant further acknowledges that even though the Tenant's Security Deposit may be used by the Landlord to pay those legal fees and disbursements, the Tenant will be responsible for payment of all amounts that exceed the Security Deposit.**

The Landlord shall be entitled to appoint agents to act on its behalf pursuant to this Agreement, whether pursuant to this Section or any other provisions hereof.

## 12. RIGHT OF ENTRY

The Landlord shall be entitled to enter the Leased Premises without consent or notice being given to the Tenant if:

- (a) The Landlord has reasonable grounds to believe that an emergency requires entry to the premises; or
- (b) The Landlord has reasonable grounds to believe that the Tenant has abandoned the Leased Premises.

The Landlord is otherwise required to provide twenty-four (24) hours' written notice to the Tenant or to obtain verbal permission before the Leased Premises can be entered.

## 13. INSPECTION

- (a) The Landlord and the Tenant shall inspect the Leased Premises before the Tenant takes possession and the Landlord shall provide the Tenant with an inspection report that describes the condition of the Leased Premises, which shall be signed by both the Landlord and the Tenant. If there is more than one Tenant, then the signature of one Tenant on the inspection report shall bind all of the Tenants.
- (b) The Landlord and the Tenant shall inspect the Leased Premises before the Tenant gives up possession of the Leased Premises and the Landlord shall provide the Tenant with an inspection report that describes the condition of the Leased Premises.
- (c) The Landlord may complete the inspection without the Tenant if an adult person who falls within the definition of "Tenant" under the *Residential Tenancies Act* has refused to take part or failed to appear at two (2) inspections suggested by the Landlord to take place on different days between the hours of 8:00am and 8:00pm. The Inspection Report shall form an integral part of this Agreement. This inspection shall be made in accordance with the *Residential Tenancies Act*, and can be referred to in deciding, as may be necessary, the disposition of the Security Deposit at the termination or expiry of the tenancy.
- (d) The Tenant is responsible, upon vacating of the Leased Premises, to leave the Leased Premises in a state of good, reasonable repair and cleanliness, excluding normal wear and tear.
- (e) If the Leased Premises are not left in a clean and habitable condition, the Tenant agrees to reimburse the Landlord at a rate of \$50.00 per hour when the work is performed by the Landlord. In the case of such work being performed by outside contractors, the Tenant agrees that the full cost of such work performed by the outside contractor will be borne entirely by the Tenant.

## 14. SUBLET

The Tenant shall not, during the term:

- (a) Sublet, assign or re-rent the Leased Premises without the written consent of the Landlord; or
- (b) Leave guests in charge of the Leased Premises without first obtaining the written consent of the Landlord, nor allow guests to reside in the Leased Premises for a period greater than five (5) consecutive days or seven (7) days in any one calendar month, without the written consent of the Landlord.

The Landlord's consent to any of the matters in Sections 13(a) or (b) may be unreasonably or arbitrarily withheld.

## 15. INDEMNIFICATION

The Tenant shall indemnify and save harmless the Landlord from any and all liabilities, damages, costs, claims, suits or actions arising from:

- (a) Any breach, violation or non-performance of any covenants, conditions or terms in this Agreement set forth and contained on the part of the Tenant to be fulfilled, kept, observed and performed;

- (b) Any damage to property occasioned by the use and occupation of the Leased Premises or any part thereof;
- (c) Any and all loss or damage caused by the Tenant or the Tenant's guests or invitees through neglect, misuse, or carelessness, and the Tenant shall indemnify and save harmless the Landlord for and from all actions, causes of actions, claims for damage or injury of any nature, kind and description whatsoever, arising out of or in connection with the Tenant's occupation of the Leased Premises, the facilities, parking areas and grounds located in, upon or associated with the Premises and the Tenant acknowledges that the Landlord shall not be responsible for any loss of the Tenant's property, however caused, and that THE TENANT IS RESPONSIBLE FOR INSURING THIS PROPERTY AGAINST LOSS OR DAMAGE FROM ANY CAUSE.
- (d) Any injury or death to any persons occurring in or about the Leased Premises or any part thereof during the Term arising from or occasioned by any cause whatsoever except for a negligent act or omission of the Landlord's agents, contractors or employees; and
- (e) Any injury or death to any persons or any damage to or impairment of property in respect of the Leased Premises or the property at which the Leased Premises are located, all arising from the alleged or actual escape, discharge or release of any gaseous, liquid, or solid hazardous substances, including but not limited to petroleum products and by-products, any contaminants, pollutants, dangerous substances, hauled liquid wastes, industrial wastes, toxic substances, hazardous wastes, hazardous materials, hazardous chemicals, or hazardous substances as defined in or pursuant to any law, bylaw, regulation or Order, all whether municipal, provincial or federal.

**16. NOTICES:**

Any notice to the Landlord shall be effectively given if personally delivered or sent by registered mail to the Landlord at its applicable site office, to the attention of the Tenant's Portfolio Manager.

Any notice given by the Landlord to the Tenant may be served by personal service upon the Tenant, or by email pursuant to an Authorization to Communicate by Email if completed by the Tenant. If the Tenant is absent from the Leased Premises or in the reasonable opinion of the Landlord is evading service, any notice may be served upon any adult person present at the Leased Premises or by posting the notice in a conspicuous place upon some part of the Leased Premises.

THE TENANT AGREES TO THE CONDITIONS, OBLIGATIONS AND REGULATIONS SET OUT IN THIS AGREEMENT.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement at the City of Edmonton, in the Province of Alberta, with effect on the day and year first above written.

**LANDLORD**

Content Review \_\_\_\_\_  
 Portfolio Manager (Witness) \_\_\_\_\_  
 Executive \_\_\_\_\_

Tenant \_\_\_\_\_  
 Tenant \_\_\_\_\_  
 Tenant \_\_\_\_\_  
 Tenant \_\_\_\_\_

SAMPLE LEASE FOR REFERENCE