



## Residential Lease Agreement

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

**The Landlord or Landlord's Agent:**

Libertas Property Management Inc.  
Suite 377, 12222-137 Avenue  
Edmonton, Alberta T5L 4X5  
(780) 478-6492

AND

**The Tenant(s):**

\_\_\_\_\_  
(Print Name of Tenant #1)

\_\_\_\_\_  
(Print Name of Tenant #2)

\_\_\_\_\_  
(Print Name of Tenant #3)

\_\_\_\_\_  
(Print Name of Tenant #4)

### 1. Premises

The Landlord agrees to rent to the Tenant the premises at:

\_\_\_\_\_  
(municipal address, including suite number) for residential use.

### 2. Other Occupants

The Tenant agrees that in addition to the Tenant(s) named above, the **following occupants**, who are under 18 years of age, will live in the premises:

**Names:** \_\_\_\_\_

The Tenant agrees that no other occupants will occupy the premises without the written consent of the Landlord. Violation of this clause constitutes substantial breach of the agreement and will render it null and void at the discretion of the Landlord.

The Tenant agrees to a \$50.00 per month increase in rent for each occupant other than the ones stated in this lease should the Landlord not terminate the agreement for substantial breach.

### 3. Pets

No Pets; **OR**  
 The following Pets: \_\_\_\_\_

If pets are allowed in the premises, the Tenant agrees to a **non-refundable** pet fee of \$\_\_\_\_\_ in addition to the security deposit, and a pet rent of \$\_\_\_\_\_ per pet per month. If, during the course of this lease, your pet dies or ceases to live at the property for any reason, you must first obtain written permission from the landlord to have another pet in the premises.

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

No pets or animals of any sort shall be allowed, or kept in, on, or by the premises, either on a temporary or permanent basis without the express written consent of the Landlord. In the event that the Landlord discovers an animal being kept on the premises at any time, and providing that the Landlord has not given consent in writing to the presence of that particular animal upon the premises, a penalty shall be applied to the Tenant, on demand equal to **FIFTY (50%) PERCENT per month, per animal** of the then current rental rate for each month or part of the month that the said pet or pets are upon the premises and the tenant must immediately remove the animal. In this paragraph, 'premises' includes the Landlord's common area and premises.

#### 4. Rent

Base Rental Amount:	\$ _____
Post-dated Incentive or EFT*:	\$ ____ <\$50.00> _____
On-Time Incentive**:	\$ ____ <\$50.00> _____
Other:	\$ _____
<b>Total Monthly Rent:</b>	<b>\$ _____</b>

\* The Landlord will provide a Post-dated Incentive to the Tenant in the amount of \$50.00 per month if, upon possession of the property, the Tenant provides the Landlord with post-dated cheques for the duration of the lease in the case of a fixed term lease, and 12 consecutive months of post-dated cheques in the case of a Monthly Periodic Lease. The Tenant will also receive the Rent Incentive if provisions are made for monthly Electronic Funds Transfer.

\*\* The Landlord will provide an On-Time Incentive to the Tenant in the amount of \$50.00 per month if the Tenant pays their rent on or before the 1<sup>st</sup> of each month. This incentive is immediately terminated for the remainder of the lease if the Tenant is late with any rent payment. The definition of the Edmonton Landlord and Tenant Advisory Board shall be used to determine if the rent payment is late. NOTE: NSF cheques shall constitute late payment of rent unless the tenant discovers that the cheque is NSF and pays the Landlord in cash or certified funds on or before the end of the 2<sup>nd</sup> day of the month or the first business day of the month, whichever comes last.

Each Tenant is equally responsible for the 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 or before the First day of each month.**

**The Tenant Agrees:**

- I. To a **\$25.00** fee incurred for cheques returned **NON-SUFFICIENT FUNDS (NSF)**.
- II. To a **\$100.00** fee incurred for **rent paid on or after the 3<sup>rd</sup> day of the month that rent is due, beginning at 12:01AM (Late Payment Fee)**. If the first business day of the month is the 3<sup>rd</sup> calendar day of the month, then rent not received by 5 pm on the 3<sup>rd</sup> day of the month will be considered late and the late fee shall apply. Any monies paid by the tenant shall first be applied against any late fees, outstanding rent or other penalties owed by the tenant before being applied to rent.
- III. That notification given to the Landlord by the Tenant that the rent will not be available on the 1<sup>st</sup> of the month **shall not waive the \$100.00 late fee**, but will waive the \$25.00 NSF fee provided that the Landlord has received notification prior to the Landlord's attempt to negotiate the cheque.
- IV. That the On-Time Incentive is terminated as soon as the Tenant is late with their rent. The On-Time Incentive is separate to any and all other Late Payment or NSF fees charged by the Landlord.

Tenant Initials: \_\_\_\_\_

Rent cheques must be made in the name of:

**Libertas Property Management Inc.**

**In the case of a multiple-year lease or a Rent-to-Own scenario, the Tenant agrees to an annual rental increase of no more than 10% of the Base Rental Amount plus any cost increases due to insurance, property tax, or interest rate changes.**

## 5. Term of Tenancy

**FIXED TERM**

Beginning at 12:00 noon on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

And Ending at 12:00 noon on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**OR**

**MONTHLY PERIODIC**

Beginning at 12:00 noon on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and continuing monthly periodic until the Landlord or the Tenant ends the tenancy in the manner required under the *Residential Tenancies Act* and its Regulations. The Landlord and the Tenant must give written notice be given written notice before the end on one month to be effective for the last day of the following month.

## 6. Re-Rental Fee

The Tenant agrees to pay a re-rental fee of \$300.00 to the Landlord as liquidated damages as the standard re-rental fee and not as a penalty if the Tenant chooses to break this lease for any reason including but not exclusive to termination of the lease by the Landlord. This re-rental fee does not replace the obligations of the Tenant for the unexpired portion of this lease.

## 7. Smoking

**Smoking is not allowed by the Tenants or any guests of the Tenants in the building.**

## 8. Utilities

The Tenant(s) will be responsible for \_\_\_\_\_ % of all utilities, including but not exclusive to: Heat, Electricity, Garbage, Water/Sewer, Telephone, Gas/Oil, Lawn Care, Snow Removal, and other bills incurred during the term of this lease and must pay the appropriate authorities for them.

The Tenant(s) agree to be bound by the Utilities Agreement that is signed by both the Principle Utilities Tenant and the Secondary Utilities Tenant. The Utilities Agreement shall constitute part of this Agreement, and dishonouring the Utilities Agreement shall constitute a substantial breach of this Residential Lease Agreement, rendering it null and void at the discretion of the Landlord.

## 9. Appliances and Furnishings

The Landlord will supply and maintain the following during the tenancy, the cost of which is included in the rent:

Refrigerator	_____	Washer	_____
Stove	_____	Dryer	_____
Dishwasher	_____	Other	_____

Tenant Initials: \_\_\_\_\_

## 10. Lock Outs

If the Tenant requires someone to unlock their premises **for any reason**, such as locking themselves out, then the Tenant may make arrangement with the Landlord during regular office hours. **The tenant agrees to a \$100 fee payable to the Landlord in cash at the time of unlocking if the Landlord unlocks the premises for the Tenant.**

## 11. Security Deposit

**The Tenant has paid to the Landlord** a security deposit of: \$ \_\_\_\_\_ on \_\_\_\_\_, 20 \_\_\_\_\_. This security deposit may be utilized by the Landlord in connection with the operation of the Premises and may be applied by the Landlord in such an amount as is necessary to provide for:

- a) Repairing any damage loss to the Premises, or grounds and their contents caused by the Tenants, other occupants of the Premises or any person allowed in Premises by the Tenants. (Burn and other marks on floors, carpets and walls shall not be considered normal wear and tear. Chips in appliances and porcelain such as sinks, toilets and tubs, etc. shall not be considered normal wear and tear. Knife cuts or burns, etc. to counter tops shall not be considered normal wear and tear).
- b) Cleaning the premises, if the Tenant gives up possession of the premises in such condition that the premises requires cleaning, normal wear and tear excepted. Steam cleaning the carpets if it was not done by a professional carpet cleaner. (receipt required)
- c) Payment of rent, or other monies owing to the Landlord by the Tenant upon the Termination of this Agreement. The Tenants are responsible for the amount of any damages or cleaning costs or yard maintenance in excess of the security deposit. It is further agreed and understood that the **SECURITY DEPOSIT CANNOT BE APPLIED BY THE TENANTS AGAINST ANY MONIES OWING TO THE LANDLORD DURING THE TENANCY**, but the Landlord may apply the security deposit against any money owing to the Landlord when the Tenants vacate.

The Tenant agrees that interest on the security deposit will accrue at the rate legislated by the Alberta Government and the interest will not be paid out to the Tenant annually, but instead, will be paid out to the Tenant at the termination of the tenancy.

## 12. Maintenance/Inspection Walkthroughs

The tenant agrees to quarterly walkthroughs of the premises by the Landlord and/or the Landlord's agents for the purpose of routine maintenance and inspection. These inspections are to be held on the following dates between the hours of **8:00am and 5:00pm**. **The Tenant agrees to accept this as their 24 hour notice, so no further notice is needed.** If the Landlord or Landlord's agents can not make that scheduled time for the inspection, a new 24 hour notice will be given to reserve a new time.

Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_\_\_

Tenant Initials: \_\_\_\_\_

## 13. Abandonment and/or Anticipated Abandonment

Should the Tenant fail to take possession of the Premises at the commencement of the present Lease, or abandon the Premises before the termination of the present Lease, the Landlord may take possession without notice or demand and relet the Premises on such conditions as the Landlord may deem advisable, without prejudice to the Landlord's right to recover rental which may be owing and all claims for damages. Any furniture and effects remaining in the Premises may at any time be sold by the Landlord to such persons and at such prices as he may see fit. If the Tenant shall abandon the Premises prior to the termination of the present Lease, and without having given proper notice then and in those events rent due and owing by the Tenant for the unexpired portion of the term of this Lease shall become fully due and payable together with a re-rental fee of THREE HUNDRED (\$300.00) DOLLARS.

Tenant Initials: \_\_\_\_\_

## 14. Liability For Rent

When TWO (2) or more persons occupy the same premises, the Agent may collect the full rent or any other moneys owing from any one, some or all of them.

## 15. Showing to Prospective Tenants or Purchasers

The tenant shall cooperate with the Landlord with respect to showing the premises to prospective tenants or purchasers.

## 16. 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.

### The Tenant Must:

- Keep the premises reasonably clean and take good care of the items supplied by the Landlord.
- Upon move-out, tenant agrees to leave the premise at a standard acceptable to the Landlord or pay for professional cleaners to clean property.
- Report in writing any damage or deterioration of the premises or items supplied.
- Keep the sidewalk, entrance, driveway or parking space clean and tidy and free of objectionable material, including snow and ice (where the premises have its own sidewalk, entrance, driveway or parking space, which is for the exclusive use of the Tenant and his/her guests).
- Maintain the landscaping of the premises, which includes watering and cutting the grass, weeding any flowerbeds and preventing the yard from becoming unsightly. If the landscaping is not maintained to a standard acceptable to the Landlord, the Landlord retains the right to hire a professional landscaper to bring the yard up to acceptable standards as determined by the Landlord and the Tenant agrees to pay this cost.
- Pay for the cost of repair or replacement of: plugged toilets, sinks and drains; windows, screens or light fixtures; and damage caused by the 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 standards of health, sanitation, fire, housing and safety as required by law.**

## 17. Building Rules and Regulations

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

### Consideration of Others

- a) Noise which, in the opinion of the Landlord, disturbs the comfort of the other Tenants or neighbours will not be permitted in the premises by the Tenant or guests of the Tenant.
- b) The Tenant must not leave guests in charge of the premises nor have guests stay longer than one week without notifying the Landlord.
- c) Parking facilities, if any, are provided at the Tenant's own risk. The Tenant must park in the stall allotted to the Tenant. Inoperable vehicles, over which the Tenant has control or ownership, parked on the Landlord's property will be removed at the Tenant's expense.
- d) 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 the Tenants.
- e) The Tenant must not place or expose anywhere inside or outside the premises any placard, notice or sign for advertising purposes.
- f) The Tenant must not put up any radio or TV antenna, tower or dish, without the prior written consent of the Landlord.
- g) Any use of banned or illegal substances on our property by the tenant or permitted by the tenant will result in an immediate termination of this lease and tenancy, and all deposits shall be forfeited to the Landlord.

Tenant Initials: \_\_\_\_\_

h) If we receive notification from the condominium board that a breach of the condominium bylaws has occurred as a result of the tenant's actions or the actions of a guest of the tenant, then, at the landlord's discretion, this residential lease agreement shall be considered in substantial breach and eviction processes may commence.

#### **Maintenance**

- i) If the Landlord performs any maintenance at the property and it is determined that this maintenance was needed due to the actions of the Tenant, then the Tenant shall fully reimburse the Landlord for this expense.
- j) The Tenant must dispose of all garbage from the premises in a proper manner.
- k) The Tenant is responsible for purchase and replacement of all light bulbs located on the premises.
- l) The Tenant is responsible for all yard maintenance, including but not exclusive to lawn care, shrubberies, and gardens.
- m) The Tenant must only use small nails and picture hooks to hang pictures in the premises.
- n) 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 boxes, furniture or other material or leave rubbish in those areas and other areas used by other Tenants.
- o) Soiled or wet footwear must be removed at the entrance to the building and taken into the Tenant's premises.
- p) The Tenant must not do any structural alterations, painting, papering or redecorating without the prior written consent of the Landlord.

#### **Safety**

- q) The Tenant must not install any electrical wiring or heating units in the premises without the prior written consent of the Landlord.
- r) The Tenant must not keep combustible material or flammable liquid on the premises except in small quantities and in containers approved for this purpose.
- s) 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.
- t) Waterbeds are not allowed to be used in the premises.
- u) 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.

### **18. Condition of the Premises**

The Tenant agrees to fill out and sign an **Inspection Report**, which 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.

### **19. Entry of Premises by Landlord**

**The Landlord can enter the premises** without written prior notice if:

- There is an **emergency**;
- The Tenant allows it; or
- The Tenant has **abandoned** the premises

**The Landlord must give 24 hour written notice to enter:**

- To inspect the state of repairs;
- To make repairs;
- To **show** the premises to **prospective purchasers**; or
- To **show** the premises to **prospective tenants**

### **20. Assignment**

Tenant agrees not to assign this lease, nor sublet any portion of the property, nor to allow any other person to live therein other than persons named above without first obtaining written permission from the Landlord and paying the appropriate surcharge.

Further, it is agreed that covenants contained in this lease, once breached, cannot afterward be performed and that legal proceedings may be commenced at once, without notice to the Tenant, (other than any notice required by Provincial Laws).

Tenant Initials: \_\_\_\_\_

## 21. Insurance

The Tenant must obtain tenant insurance for his/her own property. The Landlord and agents of the Landlord are not responsible for any loss or damage to any possession of the Tenant or his/her guests. If the Tenant so desires, this insurance may be obtained through Gord Easton of Canada Brokerlink at (780) 471-9492.

Tenant Initials: \_\_\_\_\_

## 22. Liabilities

The Landlord shall not be liable for any damage caused by or from plumbing, gas, water, or any pipes of sewage bursting, running over of any tank, washstand, water closet, or waste pipe, nor from any damage arising from acts or neglect or co-tenants or other occupants of the building in which the Tenant resides. The Tenant will indemnify and save harmless the Landlord from any and all occurrences that may damage or destroy the property of the tenant, including but not limited to personal injury or death of any of the occupants or guests of the Tenant.

## 23. Dispute Resolution

We agree to try and 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 for mediation. By agreeing to mediate, we do not give up any other right that we may have.

## 24. Fee Collection

The Tenant is liable for all fees assessed by the Landlord and such costs are deemed to be rent in arrears. The tenant is also liable for and agrees to cover any costs incurred by the Landlord to collect any amount owing from the Tenant.

## 25. Additional Provisions

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\* Note: Headings, notes and information in boxes all form part of this agreement.

Tenant Initials: \_\_\_\_\_

**The Landlord and Tenant(s) show that they agree to the terms of this agreement and that each party has received a copy of this Agreement by signing on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

Landlord or Landlord's agent

Home Phone Number for Tenant #1

Signature of Tenant #1

Work Phone Number for Tenant #1

Email for Tenant #1

Home Phone Number for Tenant #2

Signature of Tenant #2

Work Phone Number for Tenant #2

Email for Tenant #2

Home Phone Number for Tenant #3

Signature of Tenant #3

Work Phone Number for Tenant #3

Email for Tenant #3

Home Phone Number for Tenant #4

Signature of Tenant #4

Work Phone Number for Tenant #4

Email for Tenant #4