

Residential Lease

THE LEASE

Received from: _____ hereinafter referred to as the “Tenant”, the sum of \$_____, as a deposit which, upon acceptance of this Lease shall belong to the Owner of the premises, hereinafter referred to as Owner and shall be applied as follows:

	<u>Received</u>	<u>Payable prior to occupancy</u>
Security Deposit	\$ _____	\$ _____
1 st months rent	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____

In the event that this agreement is not accepted by the Owner or this authorized agent, within _____ days, the total deposit received shall be refunded. Tenant hereby offers to lease from the Owner a room situated in the city of _____, in the Province of AB, located at (address) _____ upon the following TERMS and CONDITIONS:

TERM: The term hereof shall commence on _____ and continue month to month.

RENT: Rent shall be \$_____ per month, payable in advance, upon the FIRST (1st) day of each calendar month to Owner at the address below, or such other places as may be designated by Owner from time to time. In the event rent is not paid within three (3) days after due date including weekends and holidays, the Tenant agrees to pay a late charge of 10% of the overdue amount for each 7 day period (or portion of) it is deemed late. Tenant agrees further to pay \$25.00 for each dishonoured or NSF payment.

UTILITIES: Tenant shall be responsible for the payment of all utilities and services.

USE: The premises shall be used as residence with no more than _____ adults and _____ children, and for no other purpose, without the prior written consent of the Owner.

PETS: No pets shall be brought on the premises without the prior written consent of the Owner.

LAWS & REGULATIONS: Tenant shall comply with all laws, regulations and requirements of all municipal, provincial and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

ASSIGNMENT & SUBLETTING: Tenant shall not assign this agreement or sublet any portion of the premises without the prior written consent of the Owner which may not be unreasonably withheld.

MAINTENANCE, REPAIRS OR ALTERATIONS: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Owner may at any time give Tenant a written inventory of furniture and furnishings on the premises and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless he objects thereto in writing within 5 (FIVE) days after receipts of such inventory. Tenant shall water and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear or rubbish or weeds, if such grounds are a part of the premises and are exclusively for the use of the Tenant. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted.

- (a) Tenant may not paint, paper or otherwise redecorate or make alterations to the premises WITHOUT the prior written consent of the Owner.
- (b) All of these costs to be paid 100% by the Tenant.

ENTRY & INSPECTION: Tenant shall permit Owner or Owner’s agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises or showing the same to prospective tenants or purchasers, or for making necessary repairs.

INDEMNIFICATION: Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, and Tenant agrees to hold Owner harmless from any claims for damages no matter how caused.

POSSESSION: If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be voided or voidable but Tenant shall not be liable for any rent until possession is delivered.

DEFAULT: The failure by Tenant to pay rent when due, or perform any term hereof, shall, at the option of the Owner, terminate all rights of Tenant hereunder. In the event that Tenant shall be absent from the premises for a period of 5 (FIVE) consecutive days, while in default, Tenant shall at the option of the Owner, be deemed to have abandoned the premises and any property left of the premises shall be considered abandoned and may be disposed of by the Owner in any manner allowed by law. In the event that Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favour of Owner, for payment of all sums due hereunder, to the maximum extent allowed by law.

Recovery of the premises by Owner shall not relieve Tenant of any obligation hereunder, and Owner may let the premises to others upon such terms and conditions he deems proper, and recover from Tenant sums due hereunder, less any consideration received from others for the use of the premises, for the remaining term hereof, after paying expenses.

SECURITY: The security deposit set forth above, if any, shall secure the performance of Tenant’s obligations hereunder, Owner may, but shall not be obligated to apply all or portions of said deposit on account of Tenant’s obligations hereunder. Any balance remaining upon termination shall be returned to Tenant.

LEGAL FEES: In the event that Owner shall prevail in any legal action brought by either party to enforce the terms hereof or relating to the demised premises, Owner shall be entitled to all costs incurred in connection with such action, including legal fees on a solicitor and his own client basis.

WAIVER: No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Owner’s right to the full amount thereof.

NOTICES: Any notice which either party may or is required to give, may be given by mailing the same postage prepaid, to Tenant at the premises or to Owner at the address shown below or at such other places as may be designated by the parties from time to time.

HEIRS, ASSIGNS, & SUCCESSORS: This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

TIME: Time is of the essence in this agreement.

ACCEPTANCE – The undersigned Owner accepts the foregoing lease offer and acknowledges receipt of a copy hereof. The undersigned Tenant hereby acknowledges receipt of a copy hereof and agrees with all the terms and conditions.

DATED: _____	
_____ Signature of Witness of Tenant	_____ Signature of Tenant (_____)
_____ Address	_____ Address
_____ Phone	_____ Phone
_____ Signature of Witness of Owner	_____ Signature of Owner (_____)
_____ Address	_____ Address
_____ Phone	_____ Phone