

EXAMPLE FOR WORDING FOR LANDLORD'S AND TENANT'S CLAIMS

JANE DOE

(you)

TOM YOUNG

(other party)

EXAMPLE FOR WORDING FOR LANDLORD'S CLAIM

- (a) Being the amount owing for recovery of arrears of rent for the period of _____, 0000 - 00 A Avenue, Edmonton, Alberta .
- (b) Being the amount owing for recovery of damages resulting from a breach of the tenancy agreement for those premises municipally described as _____.
- (c) The landlord acknowledges holding a security deposit in the amount of \$_____ together with interest in the amount of \$____ for a total of \$_____.

*See below for interest.

EXAMPLE OF WORDING FOR TENANT'S CLAIM

- (a) Being the amount owing for recovery of damages resulting from a breach of contravention of the tenancy agreement for those premises municipally described as _____.
- (b) Being the amount owing for recovery of abatement of rent for the period of _____, 19__ to _____, 19__, resulting from a breach of contravention of the tenancy agreement for the premises municipally described as _____.
- (c) Being the amount owing for compensation, being the cost of performing the Defendant's obligations for the premises municipally described as _____.

Plus contractual interest at the rate of ___% per annum/\$ ___ per diem from _____ (date debt/damage occurred) _____, 19___, to the date of judgment, OR

Plus prejudgment interest pursuant to the Judgment Interest Act from _____ (date debt/damage occurred) _____, 19___, to the date of judgment.

00000 - 00 Street Edmonton Alberta T5J 9L9 000-0000 000-0000

0000 - 00 Avenue Edmonton Alberta T9M 5R3 000-0000 000-0000

16th November 99

X _____

Edmonton

EXAMPLE FOR WORDING FOR GENERAL CLAIMS

JOHN SMITH AND TERESA SMITH

(you)

JOE BROWN CONSTRUCTION (1999) LTD.

(other party)

\$4,000.00

Edmonton 9th March 99

- (a) Being the amount owing for _____ services rendered March 9, 1999.
- (b) Being the amount owing for _____ merchandise purchased March 9, 1999.
- (c) Being the amount owing on a promissory note dated March 9, 1999.
- (d) Being the amount owing on a garage account from March 9, 1999 to September 15, 1999.

Plus contractual interest at the rate of ___% per annum/\$___ per diem from _____ (date debt occurred) , 19____, to the date of judgment, OR

Plus prejudgment interest pursuant to the Judgment Interest Act from _____ (date debt occurred) , 19____, to the date of judgment.

OOOOO - OO Street Edmonton Alberta T5J 9L9 OOO - OOOO OOO - OOOO

OOOO - OO Avenue Edmonton Alberta T9M 5R3 OOO - OOOO OOO - OOOO

15th September 99
X _____
Edmonton

EXAMPLE FOR WORDING FOR GENERAL CLAIMS

JOHN SMITH AND TERESA SMITH

JOE BROWN CONSTRUCTION (1999) LTD.

\$4,000.00 maximum

Edmonton 9th March 99

- (a) Being the amount owing for _____ services rendered March 9, 1999.
- (b) Being the amount owing for _____ merchandise purchased March 9, 1999.
- (c) Being the amount owing on a promissory note dated March 9, 1999.
- (d) Being the amount owing on a garage account from March 9, 1999 to September 15, 1999.

**Plus contractual interest at the rate of ___% per annum/\$___ per diem from
_____, 19___ to the date of judgment,**

OR

**Plus prejudgment interest pursuant to the Judgment Interest Act from ____,
19___ to the date of judgment.**

00000 - 00 Street Edmonton Alberta T5J 9L9 000 - 0000 000 - 0000

0000 - 00 Avenue Edmonton Alberta T9M 5R3 000 - 0000 000 - 0000

15th September 99
X _____

Edmonton

EXAMPLE FOR WORDING FOR CLAIM AGAINST DIRECTOR(S)

JANE DOE

(you)

DANIEL SMITHSKI and EVELYN SMITHSKI

(other party)

\$4,000.00

Edmonton 19th February 99

1. The Defendants were at all material times the Directors of _____ 2. On or about day of _____, 19____, the Plaintiff received an Order against _____ under the Employment Standards Code for arrears in the amount of \$_____, being wages, holiday pay, etc., owing to the Plaintiff for work performed between _____, 19____ to _____ 19____.
3. The said Order has been filed with the Clerk of the Court of Queen's Bench on _____ day of _____ 19____.
4. That to date no monies have been paid on account of the said Order.

Plus prejudgment interest pursuant to the Judgment Interest Act from _____, 19____, to the date of judgment.

OOOOO - OO Street Edmonton Alberta T5J 9L9 OOO - OOOO OOO - OOOO

OOOO - OO Avenue Edmonton Alberta T9M 5R3 OOO - OOOO OOO - OOOO

15th September 99
X _____

Edmonton

EXAMPLE FOR WORDING FOR DAMAGE CLAIM

JOHN SMITH

(you)

JOE BROWN operating in the name and style of
L.M.N.O. CLEANERS & DYERS and the said
L.M.N.O. CLEANERS & DYERS

(other party)

\$4,000.00

Edmonton 9th March 99

The Defendant L.M.N.O. Cleaners & Dyers and/or one of its employees

- (a) dyed a garment for the Plaintiff and through negligence the garment was ruined.
- (b) dry cleaned a garment for the Plaintiff and through negligence damaged the garment.

**Plus prejudgment interest pursuant to the Judgment Interest Act from (date damage occurred) ,
19 , to the date of judgment.**

00000 - 00 Street Edmonton Alberta T5J 9L9 000 - 0000 000 - 0000

0000 - 00 Avenue Edmonton Alberta T9M 5R3 000 - 0000 000 - 0000

15th September 99 X _____
Edmonton

EXAMPLE FOR WORDING FOR N.S.F. CHEQUE CLAIM

JOHN SMITH

(you)

JOE BROWN operating in the name and style of
BROWN'S SHOE REPAIR and the said
BROWN'S SHOE REPAIR

(other party)

\$4,000.00

Edmonton 9th March 99

Being the amount owing on a cheque dated _____
in the amount of _____
drawn by _____ (Defendant)
made payable to _____ (Plaintiff)
drawn on _____ (name of Bank on Cheque).

The defendant negotiated the said cheque with the Plaintiff for value.
When the Plaintiff presented the cheque for payment, it was dishonoured (N.S.F.).

**Plus contractual interest at the rate of ___% per annum/\$___per diem from
(date of NSF cheque)_____, 19___ to the date of judgment.**

**Plus prejudgment interest pursuant to the Judgment Interest Act from ___ (date of NSF cheque)_____, 19___, to
the date of judgment.**

0000 - 00 Street Edmonton Alberta T5J 9L9 000 - 0000 000 - 0000

0000 - 00 Avenue Edmonton Alberta T9M 5R3 000 - 0000 000 - 0000

15th September 99
X _____
Edmonton

EXAMPLE OF WORDING FOR SECURITY/DAMAGE DEPOSIT CLAIM

DAN SMITH and MARY SMITH

(you)

JOE BROWN & ASSOCIATES LIMITED (Owner of premises rented)

(other party)

\$4,000.00

Edmonton 28th February 99 (termination date of lease)

On January 1, 1999 (commencement date of lease), the Plaintiff rented premises at OOOO - OO A Street, Edmonton, Alberta, and gave Defendant a Security/Damage Deposit in the amount of \$000.00.

The Plaintiff vacated the said premises and the Defendant has not returned the balance/total amount of the said Security/Damage Deposit.

The Plaintiff claims \$000.00 (amount of deposit) plus interest of \$00.00.

**For your information -
Interest Rate per annum re Security Deposits**
See schedule - last page of this publication

Plus prejudgment interest pursuant to the Judgment Interest Act from (date vacated premises), 19 , to the date of judgment.

OOOOO - OO Street Edmonton Alberta T5J 9L9 OOO-OOOO OOO-OOOO

OOOO - OO Avenue Edmonton Alberta T9M 5R3 OOO-OOOO OOO-OOOO

31st December 99

X

Edmonton

Mary Smith

EXAMPLE OF WORDING FOR MOTOR VEHICLE ACCIDENT CLAIM

TERESA SMITH (Registered Owner)

(you)

SUSAN BROWN (Registered Owner) and
JOE BROWN (Driver)

(other party)

\$4,000.00

Edmonton 29th June 99

At or about 7:20 o'clock in the evening, at or near 0000 - 00 Street, in the City of Edmonton, in the Province of Alberta, the Defendant Joe Brown did negligently operate a motor vehicle in that he failed to or failing to exercise due care and attention:

- (a) Yield the right of way to the Plaintiff.
- (b) Stop at stop sign that was governing his course of direction.
- (c) Leave a stop sign in safety.
- (d) Stop his motor vehicle for a red light which was governing his course of direction.
- (e) Exercise due care and attention while following the Plaintiff's motor vehicle too closely.
- (f) By backing his motor vehicle from a parking stall and thereby striking the Plaintiff's motor vehicle which was legally parked.

Plus prejudgment interest pursuant to the Judgment Interest Act from (date accident occurred),
19 , to the date of judgment.

00000 - 00 Street Edmonton Alberta T5J 9L9 000-0000 000-0000

0000 - 00 Avenue Edmonton Alberta T9M 5R3 000-0000 000-0000

15th September 99

Edmonton

Teresa Smith

Jane Doe
(Signature Line)

Interest on security deposits	
Time Period	Minimum Annual Interest Rate
January 1, 2001 to December 31, 2001	1.75%
January 1, 2000 to December 31, 2000	1.15%
January 1, 1999 to December 31, 1999	0.75%
January 1, 1997 to December 31, 1998	0%
January 1, 1996 to December 31, 1996	2.5%
January 1, 1995 to December 31, 1995	2.75%
July 1, 1994 to December 31, 1994	1.5%
February 1, 1993 to June 30, 1994	3%
March 1, 1987 to January 31, 1993	6%
January 1, 1984 to February 28, 1987	8%