

# UTILITIES AGREEMENT

This Agreement is to outline responsibilities for utilities payment at the following property:

---

---

This agreement is made between,

\_\_\_\_\_ as the **principal utilities tenant** that will register their name with the utilities company(s) and will co-ordinate payments on behalf of all parties involved.

AND

\_\_\_\_\_ as **secondary utilities tenant**

- Upon receipt of the utilities invoice or billing, a copy will be forwarded to the **secondary utilities tenant(s)** by the **principal utilities tenant**, upon which time proportionate payment as described herein will be due and payable within 5 calendar days of receipt.
- Failure to provide payment is to be treated as an outstanding arrears amount that can be recoverable by the **principal utilities tenant** from the landlord on behalf of the **secondary utilities tenant**, just as if it were rent owing. (this at the sole discretion of the landlord) It is therefore agreed by the **secondary utilities tenant** that default in payment is a default under the **secondary utilities tenants** lease. All other conditions of each parties **Rental Tenant Agreement** remain the same.
- Failure to provide payment by either party will constitute a default under their individual **Rental Tenant Agreement** and will be subject to action as outlined in original **Rental Tenant Agreement** and as afforded by applicable legislation.
- The utilities portion will be split as follows:

**Principal Utilities Tenant:** \_\_\_\_\_ %

**Secondary Utilities Tenant:** \_\_\_\_\_ %\*\*

## Additional Items:

---

---

---

\*\* In the case of the non-resident Landlord being the **Principal** or **Secondary Utilities Tenant**, the utility base portion will be split as noted above, but the "*usage volumes and costs*" attributed will be born 100% by the sharing Utilities Tenant. (as the case may be). The Landlord has the unfettered right to transfer/assign his obligation to a new tenant occupying a space in his place. I/We hereby give our Landlord full authorization, permission, and access to all information relating to the accounts and the reporting of the account balance standing at any time during and after the tenancy for the purposes of conducting their business affairs with this property. Such consent will continue to be given and held for this property until the Landlord is no longer obligated to keep such records in accordance with provisions and obligations outlined in the current Landlord Tenancy Act.

AGREED UPON this date \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Principal Utilities Tenant

\_\_\_\_\_ Secondary Utilities Tenant