

# LEASE AGREEMENT

This lease agreement is made between the following parties:

Landlord: \_\_\_\_\_  
Hereinafter referred to in this agreement as the "Landlord" and

Name: \_\_\_\_\_  
Hereinafter referred to in this Agreement either individually or collectively as the  
"Tenant"

\_\_\_\_\_ PHONE - HOME:  
\_\_\_\_\_ WORK: \_\_\_\_\_  
\_\_\_\_\_

Tenant hereby offers to lease from the (Owner) Landlord or their authorized agent  
the residential premises described as follows:

In consideration of the mutual promises and covenants hereinafter stipulated, the  
parties hereby agree as follows:

The Landlord reserves the right to cancel and terminate this Lease within three (3)  
days of the Lease being signed by the Tenant whether or not the Tenant has  
occupied the Premises if the Landlord in his sole discretion, so decides.

In the event that this agreement is not accepted by the Owner, or this authorized  
agent the total deposit received shall be refunded.

**FIXED TERM:** This lease shall be for a term of \_\_\_\_ months, and shall  
commence on the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ and ending  
\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_

**MONTHLY PERIODIC:** Beginning on the \_\_\_\_ day of \_\_\_\_\_ in the year  
\_\_\_\_\_ and continuing monthly periodic until the Landlord or the Tenant gives  
60 days notice to end the tenancy.



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**RENT:** The **RENT** is \$ \_\_\_\_\_ PER MONTH, for the term of this Lease. The Tenant agree that there will be a charge for rent paid late, after the first day of each month, of the term hereby granted. The rent is due in full before the first day of the month. The Landlord reserves the right to proceed with eviction after the 5th day of unpaid rent. The rent shall be paid by post-dated cheques for the full term of the Lease. **NSF fee is \$35.00.** In the event that the Tenant issues two (2) or more NSF cheques to the Landlord, the Landlord shall have the right to terminate the Lease. **Late fee is \$35.00.**

**SECURITY DEPOSIT:** The Tenant agrees to pay a Security Deposit of \$ \_\_\_\_\_. Any returnable deposits shall be refunded to you in a reasonable time after termination of this agreement, (usually within 14 days).

**The Landlord may make deductions for the following:** (A) any rental payment owed to the Landlord, (B) cost of excessive usage of utilities paid by Landlord, (C) cost of any repairs, damage or replacements to the premises, (D) redecorating and / or refurbishing of the premises, (E) any fixture, system or appliance caused by other than ordinary wear and tear, (F) cost of replacing keys which have not been returned and or cost of a Locksmith, (G) reasonable cleaning expense provided that you do not leave the premises in clean and rentable condition at the time you vacate, (H) a reasonable expense for having to remove debris, trash, and rubbish from in or around the premises which you left when you vacated, (I) and any other liability or obligation owed by the Tenant to the Landlord. The Landlord will not make deductions for normal wear and tear. Burns and other marks on floors, carpets and walls shall not be considered normal wear and tear. Knife cuts or burns etc. to countertops shall not be considered normal wear and tear.

**Initials:** \_\_\_\_\_

You will not be entitled to any refund of your Security Deposit if you do not give a thirty (30) day written notice, or if you abandon the premises, or attempt to break this lease before its expiration. You, the Tenant may not apply your Security Deposit against any rental or lease payments!

**INSPECTION REPORT:** The Landlord and the Tenant agree to complete an Inspection Report of the premises within one week of the Tenant taking possession of the premises and within one week of the Tenant surrendering possession of the premises. The Landlord agrees to provide the Tenant in each instance with a copy



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of the Inspection Report, which describes the condition of the premises. The parties performing the inspection shall sign the Inspection Report. Landlord will also access the property once every 60 days to complete a follow-up report / condition report with the owner.

**OCCUPANCY:** 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 Landlord. **NO OTHER PERSONS MAY LIVE THERE WITHOUT THE OWNER'S WRITTEN PERMISSION.** Guests may stay no longer than one week per month.

**UTILITIES:** Are not included in the price of the rent. Tenant shall be responsible for the payment of all utilities and services.

**APPLIANCES:** The Tenant is responsible for the maintenance of these units and agrees to keep them clean and in good repair. The following appliances have been supplied by the courtesy of the Landlord and are included in the rent: ( ) Fridge, ( ) Stove, ( ) Microwave, ( ) Dishwasher, ( ) Washer, ( ) Dryer, ( ) Garden Shed, ( ) Snow Shovel, ( ) Lawn Mower,

**HEAVY OBJECTS:** The Landlord retains the right to prescribe the weight and proper position of exceptionally heavy articles; and all damage done to the Premises by bringing or keeping in or taking out any articles shall be made good and paid for by the Tenant who cause any articles to be brought or kept in or taken out of the Premises. Waterbeds are not permitted. Additional fridges or freezers are **not permitted** without permission from the Landlord. Bicycles are **not permitted** inside the suite without written permission from the Landlord.

**PETS: NO ANIMALS, BIRDS, OR PETS OF ANY KIND SHALL BE PERMITTED IN THE LEASED PREMISES WITHOUT THE OWNER'S PRIOR WRITTEN CONSENT.** The granting of consent to others shall in no way be deemed the granting of consent to you. If you want a pet you must have our written consent, pay additional deposits and an additional monthly charge.

**SMOKING:** The Tenant or guests of the Tenant shall not smoke inside the



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building. When smoking outside cigarette butts are to be put in ashtrays or a can. **Smoking inside the suite is a serious breach of this lease and can result in eviction in 14 days.**

**INDOOR MAINTENANCE, REPAIRS OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. During your residency this property will be YOUR HOME and should be treated as such. It is hereby agreed by the Tenant to maintain the appearance of the premises at all times in a clean and sanitary manner. This includes all equipment, appliances, stairways and landings, hallways, and the laundry area. In addition, the furnace room must be tidy and free of paper and combustibles. The Tenant must dispose of all garbage from the premises in a proper manner. Carpets must be vacuumed once a week. Kitchen and bathroom must be cleaned at least once a week. 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 Tenant. Boots and rubbers which are soiled or wet, must be removed at the entrance to the building and taken into the Tenant's premises. You will be responsible for hiring QUALIFIED service people to take care of all minor maintenance and to repair any damage caused by you or your guests or invitee regardless of the cost. This includes the cost of repairing plugged toilets, sinks, drains, and broken or burnt out light fixtures. Evidence of poor quality maintenance or the use of unqualified service people is a violation of this lease. Any other repairs will be addressed by the Landlord or his agent, within 72 hours. All necessary repairs will be made within 14 days of receiving notice from you. Tenant may not paint, paper or otherwise redecorate or make alterations to the premises in any way without the Landlords written consent. All costs to be paid 100% by the Tenant.

**Initials:** \_\_\_\_\_

**OUTDOOR MAINTENANCE:** You will also water and maintain your yard and landscaping, and keep your yard, parking areas and garbage areas clean and uncluttered. This includes: watering the lawn as it needs it, cutting the grass at least once a week, cultivating flower beds or garden plots, raking of leaves in the fall, **snow must be removed from the sidewalk within 24 hours**, removal of any litter from the yard, keeping the garbage can area neat, and no storage of furniture, auto parts and grocery carts in the yard or driveway.

**DOORS AND WINDOWS:** Windows, doors and screens are not to be removed by the Tenant. The Tenant shall be responsible for replacing glass with glass of a

kind and quality similar to that which may be broken, cracked or damaged due to the negligence or wilful misconduct of the Tenant or any other person or persons invited on the premises by the Tenant. If windows are left open on the premises by the Tenant or by any person invited on the premises by the Tenant, causing plumbing to freeze, damage by rain or water, damage to floors or walls, the Tenant shall be responsible for any damage occasioned by such action.

**LOCKS:** Installation of locks or bolts, knockers, mirrors, or other attachments to the interior or exterior of any door require the consent of the Landlord. The Tenant shall promptly furnish the Landlord with a key for any locks installed or changed by the Tenant. Should the Tenant lock themselves out, it shall be the Tenant responsibility to pay for any costs of obtaining the services of a Locksmith to regain entry.

**VEHICLES:** You may park only in assigned spaces where parking space is limited. If a parking pass is required the Tenant is responsible for obtaining it from the City of Calgary. No mechanical work, repairs or oil changes allowed on the premises.

**SAFETY:** The Tenant agrees to comply with all fire and health regulations and shall not create any fire or health hazards. The Tenant must not keep combustible material or flammable liquid on the premises. The Tenant agrees to inspect and test safety devices on a regular basis and report any defects to the Landlord immediately. The Tenant will report any observed defects or potential safety hazards. The Tenant is responsible for keeping sidewalks and all accessible areas free of obstructions. The Tenant agrees to immediately report to the Landlord any and all damage that may occur to the premises. The Tenant must not install any electric wiring or heating units in the premises without the prior written approval of the Landlord.

**CONDITION:** This residence is rented in AAS-IS@ condition, with the understanding that no additional improvements will be made at the time of the move-in, based on the present rental rate. However, if you desire a rental improvement, the rental rate will be renegotiated to a higher amount to allow for the improvements chosen. Unless written notice to the contrary is presented to the Landlord within 72 hours after you move in, everything in or about the premises will be considered to be in good working condition and that a working smoke detector has been installed.

**INSURANCE:** The Tenant understands that it is highly recommended as part of our Lease Agreement that you carry insurance on your personal property and that

such insurance shall include personal general liability. Landlord will not be liable for any acts by, or damage or injury to you, your family, guests, invitee, or any other persons or property, occurring in or near the premises and you agree to hold us harmless from any claims for damages no matter how caused. Tenant will arrange their own insurance and provide evidence of such to the Landlord or the Landlord's agents.

**TRANSFER:** Notwithstanding any provision, either expressed or implied, to the contrary in this Agreement, in the event that the Tenant is at any time transferred by the Tenant's employer from the city or town in which the premises are located, then the Tenant may terminate this Agreement by complying with **both** of the following conditions:

1. By providing the Landlord with proof of the transfer; and
2. By providing the Landlord with written notice of termination of the tenancy on or before the first day of \_\_\_\_\_ a tenancy month to be effective on the last day of that tenancy month.

**ENTRY & INSPECTION:** Tenant shall permit Landlord or Landlord'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 any necessary repairs. The Landlord can enter the premises without prior notice from the Tenant if there is an emergency, access for servicemen, for meter reading purposes, by arrangement with the Tenant, or if the premise is abandoned.

**Initials:** \_\_\_\_\_

**ABANDONMENT:** Should the Tenant fail to take possession of the premises at the commencement of the term of this Agreement, or abandon the premises before the expiration of this Agreement, the Landlord may terminate this Lease, take possession without notice and re-rent the premises. On such conditions as the Landlord may deem appropriate to the Landlord's right he may recover losses without prejudice to any claim or claims for damages.

**LIABILITY FOR RENT:** When two or more persons comprise the Tenant for the purposes of this Agreement, the Landlord may collect the rent due to the Landlord pursuant to this Agreement from any or all of them.

\*Note: The Tenant is responsible for finding and choosing their own roommates.

**DISTURBANCES:** No Tenant may make or permit any disturbing noise by himself, family or friends. No Tenant shall play or operate any musical instrument, radio or television set which will disturb others. Any boisterous

conduct or other actions, which will disturb the peace and quiet of the Premises are absolutely prohibited and at the option of the Landlord will result in immediate eviction. The Tenant shall not store or abandon any rubbish or anything deemed to be unsightly in the sole and absolute discretion of the Landlord.

**THE TENANTS SPECIFICALLY COVENANT, ACKNOWLEDGE AND AGREE WITH THE LANDLORD THAT:** The Landlord may from time to time make such other further reasonable rules for the care and cleanliness of the Premises and grounds for the comfort and convenience of the Tenant and owners, and the Tenant families, visitors and guests shall obey such rules.

The Landlord shall not in any event whatsoever, be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or any employee of the Tenant or any member of the Tenant's family, his agents or guests, or any other person who may be upon the rented premises or the premises of the Landlord or for any loss or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any member of the Tenant's family and in particular (without limiting the generality of the foregoing) the Landlord shall not be liable for any damages to any such property caused by steam, water, rain or snow which may leak into, issue or fall from any part of the rented premises, or the premises of the Landlord or from any water, steam, sprinkler or drainage pipes or plumbing works of the same, or from any other place or corridor or from any damage caused by or attributable to the condition or arrangement of any electrical or other wiring or for any damage caused by anything done or omitted to be done by any Tenant of the Landlord.

**ASSIGNMENT & SUBLETTING:** The Tenant agrees **no subletting is allowed.** Therefore, the suite cannot be re-rented to others by the Tenant. The Tenant shall not leave any guest in charge of the suite at any time. If the Tenant is absent from the premises and the premises are unoccupied for an extended period of time, the Tenant is to notify the Landlord.

**POSSESSION:** If Landlord is unable to deliver possession of the premises at the commencement hereof, Landlord 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 Landlord, 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 Landlord be deemed to have abandoned the premises and any property left on the

premises shall be considered abandoned and may be disposed of by the Landlord in any manner allowed by law. In the event that Landlord 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 Landlord, for payment of all sums due hereunder, to the maximum extent allowed by law.

Recovery of the premises by Landlord shall not relieve Tenant of any obligation hereunder, and Landlord 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.

**Initials:** \_\_\_\_\_

**EARLY TERMINATION OF LEASE:** If the Tenant decides to terminate the lease before the term expires, then the Landlord must receive two **(2) months notice in writing**. The end of the lease can only be the last day of a month, unless the Landlord agrees to end it on another day. If the Tenant terminates the lease before the end of the term there is a **re-rental fee** of **\$500.00** for terminating the lease early. The re-rental fee shall be paid up front. In addition, if the suite is not rented for the following month, the Tenant shall be responsible for that months rent.

**END OF LEASE:** If the Tenant does not want to renew the lease at the end of the term the Landlord requires two **(2) months notice in writing so that the Tenant does not assume responsibility for paying for the month following the end of the lease**.

**MOVING OUT:** When vacating the premises the suite must be clean and tidy for showing once the Tenant has given notice. This includes cleaning the fridge, cupboards, stove and oven, toilet, bathtub and shower. Furthermore, the carpet must be vacuumed and shampooed and floors swept. **All the keys for the suite must be turned in.** The security deposit will be held by the Landlord until the above conditions are met to the Landlords satisfaction. **If the Landlord is forced to take responsibility for the clean up, or repairs, the security deposit will be used to fairly compensate the Landlord for the inconvenience.** Damage to counters and floor coverings will not be tolerated. Replacement cost shall come



from the security deposit. Please note, anything left behind will become property of the Landlord and will be disposed of. The Tenant will be charged for the cost of removal. **The Tenant will be out on the last day of possession by 12:00 noon.** A forwarding address and phone number must be left with the Landlord.

**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.

**EVICTIION:** The Landlord can evict the tenant for any illegal activities, sufficient breach of this lease, social problems, neglect to property, undue noise and unpaid rent.

**LEGAL FEES:** In the event that Landlord shall prevail in any legal action brought by either party to enforce the terms hereof or relating to the demised premises, Landlord 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 Landlord to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of partial payment of rent be deemed a waiver of Landlords 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 Landlord at the address shown on the top of page one or at such other places as may be designated by the parties from time to time.

**TIME:** Time is of the essence in this agreement.

**ACCEPTANCE:** You the Tenant hereby acknowledge that you have read this agreement, understand it, agree to it and have been given a copy.

Dated this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ at the City of Calgary, in the province of Alberta.

**TENANTS SIGNATURES**

1. \_\_\_\_\_

\_\_\_\_\_

Signature of Tenant

3.

Signature of Tenant

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Signature of Landlord or Landlord's