

**Note**

**Residential Tenancy Agreement (Standard Form of Lease)**

This tenancy agreement (or lease) is required for tenancies entered into on **April 30, 2018 or later.** It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).

Residential tenancies in Ontario are governed by the *Residential Tenancies Act, 2006.* This agreement cannot take away a right or responsibility under the *Residential Tenancies Act, 2006.*

Under the Ontario *Human Rights Code,* everyone has the right to equal treatment in housing without discrimination or harassment.

All sections of this agreement are mandatory and cannot be changed.

**Formatting Notes:** Use the following formats for - **ALL date fields** (yyyy mm dd) **ALL phone fields** (xxx-xxx-xxxx) **ALL postal code fields** (xxx xxx)

1. **Parties to the Agreement**

Residential Tenancy Agreement between: **LANDLORD(S):**

|  |  |
| --- | --- |
| **1. Landlord's Legal Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | **2. Landlord's Legal Name:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Note:** See Part Bin General Information

**and TENANT(S):**

|  |  |
| --- | --- |
| **Last Name:**  | **First Name:**  |
| **Last Name:**  | **First Name:**  |
| **Last Name:**  | **First Name:**  |
| **Last Name:**  | **First Name:**  |

1. **Rental Unit:** The landlord will rent to the tenant the rental unit at:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Unit:**  | **No.:**  | **Street Name:**  | **City/Town:**  | **Province:** Ontario | **PC:**  |
| **Number of vehicle parking spaces and description** (e.g. indoor/outdoor, location): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| The rental unit is a unit in a condominium.[ ] **Yes** [ ] **No**If yes, the tenant agrees to comply with the condominium declaration, by-laws and rules, as provided by the landlord. |

1. **Contact Information**: Address for giving notices or documents to the landlord:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Unit:**  | **No.:**  | **Street Name:**  | **City/Town:**  | **Province:**  | **PC:**  |
| Both the landlord and tenant agree to receive notices and documents by email, where allowed by the Landlord and Tenant Board's Rules of Practice.[ ] **Yes** [ ] **No** If yes, provide email addresses: **Landlord Email:**  |

|  |  |
| --- | --- |
| **Tenant 1 Email:**  | **Tenant 2 Email:**  |
| **Tenant 3 Email:**  | **Tenant 4 Email:**  |
| The landlord is providing phone and/or email contact information for emergencies or day-to-day communications:[ ] **Yes** [ ] **No**  |

|  |  |  |
| --- | --- | --- |
| **Superintendent’s Name:**  | **Phone:**   | **Email:**  |
| **Property Manager’s Name:**  | **Phone:**   | **Email:**  |
| **Owner’s Name:**  | **Phone:**   | **Email:**  |
| **Tenant 1 Emergency Contact Name:**  | **Relationship to Tenant:**  | **Phone:**   |
| **Tenant 2 Emergency Contact Name:**  | **Relationship to Tenant:**   | **Phone:**   |
| **Tenant 3 Emergency Contact Name:**  | **Relationship to Tenant:**   | **Phone:**   |
| **Tenant 4 Emergency Contact Name:**  | **Relationship to Tenant:**   | **Phone:**   |

|  |
| --- |
| **If yes, provide details:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Note:** See Part B and Ein General Information

1. **Term of Tenancy Agreement**

|  |
| --- |
| **This tenancy starts on:** yyyy mm dd. This tenancy agreement is for: (select an option below and fill in the details as needed) [ ] **a fixed length of time ending on:** yyyy mm dd [ ]  **a monthly tenancy** [ ] **other** (such as daily, weekly, please specify): \_\_\_\_\_\_\_\_\_\_ |
| **Note:** The tenant does not have to move out at the end of the term. See Parts C and D in General Information. |

1. **Rent**

|  |
| --- |
| **(a) Rent is to be paid on the** \_\_\_\_\_\_\_ (e.g., first, second, last) **day of each** (select one): [ ]  **Month** [ ] **Other** (e.g. weekly) \_\_\_\_\_\_\_\_\_\_\_ **(b)** The tenant will pay the following rent**: Base rent for the rental unit**  $0.00 **Parking** $0.00 **Other services and utilities** (specify if applicable):\_\_\_\_\_\_\_\_\_\_\_\_\_$0.00 \_\_\_\_\_\_\_\_\_\_\_\_\_$0.00 \_\_\_\_\_\_\_\_\_\_\_\_\_$0.00 \_\_\_\_\_\_\_\_\_\_\_\_\_$0.00 **\_\_TOTAL RENT\_\_ (Lawful Rent)** **$0.00**This is the lawful rent for the unit, subject to any rent increases allowed under the *Residential Tenancies Act, 2006*. For example, the landlord and tenant may agree to a seasonal rent increase for additional services of air conditioning or a block heater plug-in. This amount does not include any rent discounts (see Section 7 and Part G in General Information). **(c) Rent is payable to:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(d) Rent will be paid using the following methods:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Note:** The tenant cannot be required to pay rent by post-dated cheques or automatic payments, but can choose to do so. |

**Appendix – General Information**

**E. Giving Notices and Documents** (Part XII of the Act)

The landlord and tenant have to deliver some official notices and other documents in writing. These notices and documents can be: • hand delivered, • left in a mail box or a place where mail is ordinarily delivered, or • mailed (this will count as delivered five days after mailing). There are also other ways to serve notices and documents. For more information, contact the Landlord and Tenant Board or see the Rules of Practice on its website.

**F. Rent and Rent Receipts** (Part VII of the Act)

Rent is the amount the tenant pays to the landlord to occupy the rental unit and receive services or facilities agreed to in this agreement. The tenant must pay their rent on time. If they do not, the landlord can give them notice to end the tenancy. If the tenant asks for a receipt for rent or any payment or deposit, the landlord must give them one for free. This also applies to a former tenant who asks for a receipt within 12 months after the end of their tenancy.

**G. Rent Discounts** (Part VII of the Act)

The landlord can offer the tenant a discount for paying rent on or before the date it is due. This discount can be up to two per cent of the lawful rent. The landlord can also offer rent-free periods or discounts in one of three ways: • Rent-free periods of up to three months within any 12-month period, • A discount of up to one month's rent spread evenly over eight months, or • A discount of up to two months' rent, with up to one month's rent spread evenly over the first seven months, and up to one month's rent discounted in one of the last five months. These types of discounts must be agreed to in writing.

**H. Deposits** (Part VII of the Act)

The landlord can only collect a deposit for the last month's rent and a refundable key deposit. The tenant does not have to provide any other form of deposit, such as pet or damage deposits. If the tenant pays anything more, the tenant can apply to the Landlord and Tenant Board to get the money back.

**Rent deposit (i.e. last month's rent):** The landlord can require a rent deposit on or before the tenant enters into the tenancy agreement. The landlord must apply this money to the rent for the last period of the tenancy. The rent deposit must not be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less. The landlord must pay the tenant interest on the rent deposit every year. If the rent increases after the tenant has paid a rent deposit, the landlord can require the tenant to top-up the rent deposit so that it is the same as the new rent. The landlord can use the interest on the rent deposit to top-up the rent deposit. If the landlord is unable to let the tenant move into the rental unit, the landlord must return the deposit, unless the tenant agrees to rent a different unit.

**Key deposit:** If the landlord collects a deposit for key(s), remote entry devices or cards, the landlord must return the deposit when the tenant gives back their key(s) at the end of the tenancy. The landlord can charge the tenant for additional keys that the tenant requests (for example, if the tenant wants an extra key or if the tenant has lost their key), but the charge cannot be more than actual cost of the keys. This is not a key deposit.

**I. Rent Increases and Decreases** (Part VII of the Act)

Most Ontario tenants are protected by rent controls that limit how much rent can increase year-over-year. The rent payable by tenants may also decrease in limited situations.

**Guideline Rent Increases:** Normally, the landlord can increase the rent only once every 12 months. The landlord must use the proper Landlord and TenantBoard form and give the tenant at least 90 days' notice before the rent increase is to take effect. The rent can be increased by no more than the rent increase guideline unless the Landlord and Tenant Board approves a rent increase above the guideline. The guideline for each year can be found on the Landlord and Tenant Board's website.

**Rent Increases above the Guideline:** The landlord can apply to the Landlord and Tenant Board for approval to raise the rent by more than the rent increase guideline. Affected tenants can oppose this application at the Landlord and Tenant Board. This kind of rent increase is called an above-guideline rent increase. The Landlord and Tenant Board can allow this kind of rent increase if: • the landlord’s municipal taxes and charges have increased significantly, • the landlord has done major repairs or renovations, or • the costs of external security services (i.e. not performed by the landlord’s employees) have increased, or external security services are being provided for the first time. The landlord and tenant can also agree to an above-guideline rent increase, if the landlord agrees to renovate or add a new service for the tenant. Certain rules apply.

**Rent Reductions:** The landlord must reduce the rent if: • the municipal property tax goes down by more than 2.49 per cent, or • the rent was increased above the guideline to pay for repairs or renovations and the costs have been fully paid for (this only applies to tenants who were living in the unit when the above guideline rent increase happened). The tenant can apply to the Landlord and Tenant Board to reduce their rent if: • municipal property taxes or charges on the rental property go down, • the landlord reduced or removed a service without reducing the rent, or • the landlord did not keep a promise they made in an agreement for a rent increase above the guideline.

**J. Maintenance and Repairs** (Part III, IV, V and XIV of the Act)

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards. This includes the maintenance and repair of things that came with the unit, such as appliances, and of common areas, such as parking lots, elevators, and hallways. The tenant must pay their rent, even if they have problems with the maintenance and repair of their unit or property. If the tenant is having a maintenance or repair problem, the tenant should let the landlord know. If needed, the tenant can apply to the Landlord and Tenant Board. The tenant is responsible for any damage to the rental property caused by the tenant, the tenant's guest or another person who lives in the rental unit. This applies to any damage caused on purpose or by not being careful enough. This does not include damage that results from normal use of the rental unit over time ("wear and tear"). The landlord can apply to the Landlord and Tenant Board if the tenant has not repaired such damage. The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

**K. Vital Services** (Part I and III of the Act)

"Vital services" include hot or cold water, fuel, electricity, gas and heat. The landlord must ensure that a rental unit has heating equipment capable of maintaining a minimum temperature of 20° Celsius from September 1 to June 15. Some municipal by-laws may have stricter requirements. The landlord cannot withhold or shut off the reasonable supply of a vital service, care service or food that the landlord must supply under the tenancy agreement. If a vital service is cut-off because the landlord failed to pay their bill, the landlord is considered to have withheld that service. However, if a vital service is cut-off or disconnected because the tenant failed to pay their own utility bill, the tenant cannot claim that the landlord withheld a vital service. The landlord cannot deliberately interfere with the reasonable supply of any vital service, care service or food, whether or not the landlord is obligated to supply it under the tenancy agreement.

**L. Harassment** (Part III and IV of the Act)

It is against the law for the landlord (or anyone acting for the landlord, such as a superintendent or property manager) to harass the tenant, or for the tenant to harass the landlord. If the landlord or the tenant is experiencing harassment they can apply to the Landlord and Tenant Board.

**M. Discrimination**

**Appendix B: Additional Terms and Conditions**

1. **PHOTOGRAPHS:** in the event that: (a) the Tenant gives notice to the Landlord of their intent to vacate the Premises, or; (b) the Landlord gives notice to the Tenant of its intention to evict the Tenant, or; (c) the Premises becomes vacant or abandoned for any reason whatsoever, whether the Tenant’s personal effects have been removed, or; (d) the Landlord gives notice to the Tenant of its intention to sell the Premises, then the Tenant hereby provides their express permission for the Landlord or its duly authorized representative to take photographs of the inside portions of the Premises at any time with a minimum of twenty-four (24) hours advance written notice to the Tenant between 8:00 am and 8:00 pm Monday to Sunday to advertise and market the Premises for any of the purposes stated herein.
2. **CONFLICT OR DISCREPANCY:** If any conflict or discrepancy between any provision added to this Lease (including any Appendix attached hereto) and any provision in the standard pre-set portion hereof, the standard provision shall supersede the added provision to the extent of such conflict or discrepancy.
3. **AMENDMENT OR WAIVER:** No amendment or waiver of any part of this Lease shall be effective unless the same is in writing and attached to or endorsed on this Lease solely by the Landlord, it being specifically understood between the parties hereto that the Landlord's janitors, superintendents and property managers are not the Landlord’s agents within the meaning of this clause.
4. **BINDING LEASE:** Everything contained within this Lease shall extend to and be binding on the respective heirs, executors, administrators, assigns and successors to each party hereto. The provisions shall be read with all grammatical and gender changes necessary.
5. **JOINT AND SEVERAL TENANCY:** In the event that there is more than one Tenant hereunder, all covenants contained herein shall be deemed joint and several and any notice given by or served on one Tenant shall be deemed notices given by or served on all Tenants of the same Premises. To clarify, when two or more persons comprise the Tenant for the purposes of this Lease, the Landlord may collect the rent due to the Landlord pursuant to this Lease from any one, some, or all of them; and their obligations hereunder shall be joint as well as several. Upon termination of this Lease, the Landlord is under no obligation to remove a Tenant from the lease until full and complete vacant possession of the Premises has been returned to the Landlord. One tenant cannot terminate the lease of any other joint tenant of this Lease. Only upon expiration of the terms of this Lease, as set forth herein, if one person of the tenancy wishes to terminate the tenancy then all joint tenants must agree in writing to do so by providing sixty (60) days’ advance written notice to the Landlord to terminate their tenancy. If any person of the tenancy wishes to continue their tenancy beyond the sixty (60) days’ notice provided, then such Tenant may re-submit a rental application to the Landlord for approval, which approval shall require a new lease. Such approval shall be at the sole discretion of the Landlord and may be declined by the Landlord without explanation.
6. **BY-LAW AND OTHER LEGAL INFRACTIONS:** If a fine or fee is levied against the Property by any government agency as a result of the Tenant’s actions, the Tenant agrees to immediately pay to Landlord the full amount of such fine or fee. Such fines may be levied for waste accumulation, noise and nuisance, mould and infestation remediation, and other communal issues and disturbances. The Tenant understands that failure to pay such levied monies is grounds for immediate eviction.
7. **RIGHT OF QUIET ENJOYMENT:** The Tenant covenants that, by their own acts or those of their family, servants, guests, animals or agents, shall not do or permit any act upon the Premises which may in any way be objectionable or injurious to the reputation of the Premises , the Landlord, or other tenants in the Property. A breach of this legislated *Right of Quiet Enjoyment* shall arise from any acts of, or neglect by, the Tenant which result in the interference, interruption or disturbance of the Landlord’s or another tenant’s reasonable peace, comfort, or privacy of their respective premises or the common areas of the Property being interfered with, whether due to liquids, gases, vapours, solids, odours, vibration, noise, abusive language, threats of any kind, unusual or dangerous hobbies, and fires created, caused or implied by the Tenant. This clause shall be deemed to include all parties, disorderly or otherwise. The Tenant agrees and accepts that any such breach of this *Right of Quiet Enjoyment* is grounds for immediate eviction.
8. **PETS:** The Tenant warrants and represents that the Tenant does not now own a pet of any kind. If the Tenant subsequently obtains a pet and brings it into the Premises then the Tenant shall immediately notify the Landlord of such situation and agree to immediately sign the Landlord’s standard Pets Agreement, which requires the Tenant to clean up immediately after the Pet and hold the Tenant liable for all damages of each and every kind caused by or on behalf of the Pet however caused.
9. **ENERGY CONSERVATION:** The Tenant shall exercise care and diligence as a prudent owner would to not waste water, electricity (hydro) or heat, for example, by allowing water to remain running while not being used, leaving lights on or other electrical appliances when not needed, leaving exterior doors or windows open while the heat is on, or using the provided appliances for any other purpose than the purpose of its design; by example, the stove shall not be used to heat the Premises. The Tenant shall immediately report to the Landlord the malfunctioning of any equipment, such as water taps, toilets and other equipment or appliances that are causing such waste.
10. **CARE OF THE UNIT:** The Tenant shall clean and maintain floors, fixtures and appliances and clean and maintain all washable surfaces in the Premises sufficiently often to prevent above-normal wear and tear or deterioration and to leave the Premises in a condition of cleanliness and repair suitable for immediate re-rental including, but not limited to, the cleaning of all appliances. Ice shall not be scraped from any surface of the refrigerator and electric defrosters shall not be used. Plastic parts of the refrigerator shall not be subjected to water hotter than the human hand can bear. Any damage to the refrigerator or stove arising from the Tenant’s neglect or innocent ignorance shall be paid by the Tenant. The Tenant agrees to be liable for the costs of repair of damage to the Premises or Property caused by the willful or negligent conduct of the Tenant, other occupants of the Premises or persons who are permitted by the Tenant on the Property or in the Premises.
11. **NO ALTERATIONS AND DECORATING:** No alterations shall be made to the Premises without the Landlord’s prior written approval, other than approved picture hooks and window coverings. No spokes, hooks, screws, stick-on hangers or nails shall be put into the walls, ceilings or woodwork of the Premises. No paint of a colour other than that approved by the Landlord and no wallpaper or other adhesive wall covering may be applied by a Tenant.
12. **NEGLECT:** Any injury or damage caused to the building or to its appointments, furnishings, heating or other appliances or to any other Tenant, or to the Premises occupied by the Tenant, by reason of windows being left open so as to admit creatures of every kind, or rain, snow, dust or other adversely-impacting elements into the Premises or to cause freezing conditions or by interference or neglect of heating equipment, or by water left running in the Premises, or by reason of any other misconduct or neglect upon the part of the Tenant, their guest or any invitee shall be made good by the Tenant in whose Premises the aforementioned interference, neglect or other misconduct was caused.
13. **PEST CONTROL:** Where the Tenant or their guests have brought or allowed pests of any kind, including rodents and insects of every kind, into the Premises or building, the Tenant shall be liable to pay for any and all treatments for such removal or eradication for the entire Property so affected.
14. **CLOGGED DRAINS AND TOILETS:** The Tenant is responsible for all clogged drains and toilets and is responsible for damages arising in the Premises or in any other Premises within the Property so affected.