

FORM 1

STANDARD FORM OF RENTAL AGREEMENT

Pursuant to Section 9(1) of the *Rental of Residential Property Act*, hereinafter called "the Act," and section 3 of the Regulations

PARTIES

I. THIS AGREEMENT MADE this _____ day of _____, 20____, BETWEEN:

(Name)

hereinafter called the LESSOR

(Street Address and Post Office Box where applicable)

(Community)

(Postal Code)

(Telephone Number(s))

AND

(Name(s))

hereinafter called the LESSEE(s).

PREMISES

II. In consideration of the mutual benefits and promises herein, THE PARTIES AGREE THAT:

1. The lessor will rent to the lessee and the lessee will rent from the lessor the following residential premises:

_____ Apartment

_____ Single Family Home

_____ Room

_____ Mobile Home

_____ Portion of Duplex or Row Housing

_____ Mobile Home Site

located at _____
(Street Address and Apartment Number where applicable)

(Community)

(Postal Code)

The Superintendent or Property Manager of the residential premises (if different from the lessor) is

(Name)

(Street Address and Post Office Box where applicable)

(Community)

(Postal Code)

(Telephone Number(s))

TERM

2. This agreement is to begin on the _____ day of _____, 20____.

OR

FIXED TERM

This agreement is to begin on the _____ day of _____, 20____,
and end on the _____ day of _____, 20____.

RENT

3. The lessee will pay rent at the following rate:

\$ _____ per _____ (Week/Month).

The first payment of rent is due on the _____ day of each _____ (week/month).
Payments shall be delivered/mailed to

(Name)

(Address)

SERVICES & FACILITIES

4. The rent mentioned above includes payments for the following services and facilities:

- Heat
- Electricity
- Washer & Dryer (without charge)
- Washer & Dryer (coin operated)
- Cable TV Hook-up Apparatus
- Cable TV Service
- Janitorial Service for Common Areas
- Parking
- Snow Removal for Parking Lot & Walkways
- Grass Cutting
- Other (Specify)

Water

Hot Water

Cooking Stove

Refrigerator

The following services and facilities are the responsibility of the Lessee:

- None
- Other (Specify)

SECURITY DEPOSIT

5. A security deposit is not required.

OR

A security deposit in the amount of \$ _____ has been/is to be paid by the lessee to the lessor. (Not to exceed one week's rent under a weekly agreement; otherwise, one month's rent.)

III. THE PARTIES ACKNOWLEDGE THAT

STATUTORY CONDITIONS

1. By operation of sections 6 and 7 of the Act, the statutory conditions set out in those sections (a copy of which is attached as Schedule "A") apply to this agreement.
2. By operation of section 11 of the Act, the lessee may terminate this agreement by serving on the lessor a notice of termination in accordance with the notice requirements set out in subsection 11(2) (a copy of which is attached as Schedule "B").
3. By operation of section 12 of the Act, the lessor may not terminate this agreement other than for a cause set out in sections 13, 14, or 15 of the Act and in accordance with the applicable notice requirement as set out in those sections (a copy of which is attached as Schedule "C").

TERMINATION BY LESSEE

TERMINATION BY LESSOR

IV. THE PARTIES AGREE THAT

1. The additional terms or conditions [if any] set out on Schedule "D" and initialed by both parties apply to this rental agreement.
2. This agreement is binding upon the lessor, his/her heirs, assigns, personal representatives, and successors in title, and the lessee and his/her assigns.

WITNESS

LESSOR

WITNESS

LESSEE

WITNESS

LESSEE

NOTE:

ONCE THE LESSEE SIGNS, THE LESSOR MUST ENSURE THAT THE LESSEE RECEIVES A COPY OF THE AGREEMENT AND INFORMATION RE THE PREMISES. (See ss. 30 and 31 of Act, attached as Schedule "E".)

SCHEDULE "A" STATUTORY CONDITIONS

6. Notwithstanding any agreement, waiver, declaration or other statement to the contrary, where the relationship of lessor and lessee exists in respect of residential premises by virtue of this Act or otherwise, there shall be deemed to be a rental agreement between the lessor and lessee, with the following conditions applying as between the lessor and lessee as statutory conditions governing the residential premises:

1. Condition of Premises

The lessor shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any enactment respecting standards of health, safety or housing notwithstanding any state of non-repair that may have existed at the time the agreement was entered into.

2. Services

Where the lessor provides or pays for a service or facility to the lessee that is reasonably related to the lessee's continued use and enjoyment of the premises, such as heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the lessor shall not discontinue providing or paying for that service to the lessee without permission from the Director.

3. Good Behaviour

The lessee and any person admitted to the premises by the lessee shall conduct themselves in such a manner as not to interfere with the possession, occupancy or quiet enjoyment of other lessees.

4. Obligation of the Lessee

The lessee shall be responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by any willful or negligent act of the lessee or of any person whom the lessee permits on the premises, but not for damage caused by normal wear and tear.

5. Subletting Premises

(1) Where a fixed term rental agreement is for a period greater than six months, the lessee may assign or sublet the premises subject to the consent of the lessor, which consent will not unreasonably be withheld or charged for unless the lessor has actually incurred expense in respect of the grant of consent, in which case he shall be entitled to recover such reasonable expenses as were actually incurred.

(2) Subsection (1) does not apply to

- (a) a rental agreement in respect of residential premises that are developed under the *National Housing Act* R.S.C. 1985, Chap. N-11 or the *Housing Corporation Act* R.S.P.E.I. 1988, Cap. H-11 and are administered by or for the Government of Canada, the Government of the province, or an agency thereof;
- (b) non-profit housing; or
- (c) co-operative housing where the lessee is a member of the housing co-operative.

6. Entry of Premises

Except in the case of an emergency, the lessor shall not enter the premises without the consent of the lessee unless the lessor has served written notice stating the date and time of the entry to the lessee at least twenty-four hours in advance of the entry and the time stated is between the hours of 9 a.m. and 9 p.m.

7. Entry Doors

Except by mutual consent, the lessor or the lessee shall not during occupancy under the rental agreement alter or cause to be altered the lock or locking system on any door that gives entry to the premises.

8. Late Payment Penalty

Where the rental agreement contains provision for a monetary penalty for late payment of rent, the monetary penalty shall not exceed one per cent per month of the monthly rent.

9. Quiet Enjoyment

The lessee shall have quiet enjoyment of the residential premises, and shall not be barred from free access to them during the term of the rental agreement.

10. Delivery of Possession

Where notice of termination has been given in accordance with this Act, and all remedies in relation thereto have been exhausted, the lessee shall deliver up possession of the residential premises.

7. In addition to the statutory conditions set out in section 6, the following statutory conditions apply in respect of an agreement to rent a mobile home site or a mobile home:

1. Other than withholding, on reasonable grounds, his consent to a subletting of the mobile home site, the lessor shall not restrict in any way the right of a lessee of a mobile home site from selling, renting or otherwise parting with the possession of a mobile home owned by the lessee.

2. The lessor shall not receive any compensation or benefit from any negotiations of the lessee to trade, sell, rent or otherwise part with possession of a mobile home situate on that site, unless provided for in a separate written agency agreement that is entered into by the lessee after the lessee has entered into the rental agreement and has moved onto the site.

3. (1) The lessor of a mobile home site shall not require a lessee to pay a fee where the lessee is moving a mobile home to or from a site.

(2) Subsection (1) does not preclude a lessor from requiring a lessee to pay any reasonable expenses or damages which the lessor has actually incurred as a result of the moving or removing.

4. (1) Except as provided in this condition, the lessor shall not restrict in any way the right of the lessee to purchase goods or services from the person of the lessee's choice.

(2) The lessor may set reasonable standards for mobile home equipment.

5. The lessor is responsible for compliance with any municipal bylaws or other enactment in respect of the common areas of the mobile home park and the services provided by the lessor to the lessee in the mobile home park.

6. The lessee is responsible for compliance with any municipal bylaws or other enactment in respect of the mobile home and the mobile home site on which it is located to the extent that the lessor is not responsible.

SCHEDULE "B"

11. (1) A lessee may terminate a rental agreement by serving on the lessor a notice of termination which complies with section 18.

(2) A notice of termination is to be served by the lessee

(a) if the premises are let under a fixed term agreement, at least two months before the expiration of any fixed term, to be effective on the last day of that term;

- (b) if the premises are let from month to month, at least one month before the due date for payment of rent, to be effective on the day preceding the due date;
- (c) if the premises are let from week to week, at least one week before the due date for payment of rent, to be effective on the day preceding the due date.

SCHEDULE "C"

13. (1) Where a lessee fails to pay rent in accordance with the rental agreement, the lessor may, on any day following the day the rent was due, serve the lessee with a notice of termination to be effective not earlier than twenty days after the date it is served.
- (2) A lessee may, within ten days of being served with a notice of termination under subsection (1) deliver to the lessor all the rent due as of that date, whereupon the notice shall be void.
 - (3) Where a lessee is persistently or habitually late in the payment of rent the lessor may apply to the Director for such order, including termination of the rental agreement as the Director considers just.
 - (4) This section applies in place of all other remedies, statutory or otherwise, for failure to pay rent.
14. (1) The lessor may also serve a notice of termination upon the lessee where
- (a) statutory condition 3 or 4, or any other term of rental agreement has been breached, other than failure to pay rent;
 - (b) occupancy by the lessee has resulted in the residential property or residential premises being damaged to an extent that exceeds reasonable wear and tear, and the lessee has failed within a reasonable time after the damage occurred to take the necessary steps to repair the damage;
 - (c) the lessee has failed to give, within thirty days after the date he entered into a rental agreement, the security deposit requested pursuant to section 10;
 - (d) the lessee has knowingly misrepresented the residential property or residential premises to a prospective lessee or purchaser of the residential property or residential premises;
 - (e) the safety or other lawful right or interest of the lessor or other lessee in the residential property has been seriously impaired by an act or omission of the lessee or a person permitted in or on the residential property or residential premises by him;
 - (f) the number of persons permanently occupying the residential premises violates public health or fire safety standards prescribed by any Act or regulations;
 - (g) the residential premises must be vacated to comply with an order by a provincial, regional or municipal government authority respecting zoning, health, safety, building or fire prevention standards;
 - (h) the lessee has purported to assign or sublet the residential premises in violation of this Act;
 - (i) the rental agreement is for a fixed term with an option to renew and the lessee has not exercised the option.
- (2) Subject to subsection (3), a notice of termination pursuant to subsection (1) shall
 - (a) in the case of a month to month or fixed term rental agreement, be served not less than one month before the date on which it is to be effective;
 - (b) in the case of a week to week rental agreement, be served not less than one week before the date on which it is to be effective.
 - (3) Where notice has been given for any of the reasons set out in subsection (1), the Director may, upon the application of the lessor, order that the termination be effective earlier than the date provided for in subsection (2).
 - (4) An application made by a lessor pursuant to subsection (3) shall be heard at the same time as any application made by the lessee pursuant to subsection 16(1)
15. (1) Where the lessor in good faith seeks to
- (a) have possession of the premises for occupation by himself, his spouse, children or parents, or the parents of his spouse;
 - (b) convert the premises to a use other than residential use;
 - (c) renovate the premises where the nature of the renovations are advised to the lessee and are such that the renovations cannot be carried out while the lessee occupies the premises;
 - (d) demolish the premises,
- the lessor may serve the lessee with a notice of termination to be effective not less than two months after it is served.
- (1.1) Where
- (a) the lessor is the owner of residential premises comprising not more than two rental units;
 - (b) the lessor enters into an agreement of sale of the residential premises to a purchaser; and
 - (c) the purchaser has sworn an affidavit that he wishes to have possession of the premises for occupation by himself, his spouse, children or parents or the parents of his spouse,
- the lessor may serve the lessee with a notice of termination to be effective not less than two months after it is served and the notice shall be accompanied by a copy of the affidavit referred to in clause (c).
- (2) Notwithstanding subsection (1), where a lessor serves a notice of termination under this section respecting a mobile home site, other than when the lessee is renting a mobile home and the mobile home site under a single rental agreement, the period of notice shall not be less than six months.
 - (3) Where a lessor serves a lessee notice of termination under this section, the lessee may, at any time during the period of notice
 - (a) give to the lessor at least ten days written notice of a termination date earlier than that specified by the lessor; and
 - (b) pay the lessor, on the date he gives notice of termination under clause (a), the proportionate amount of rent due up to the date the earlier termination is specified to be effective, or, where the rent has been paid in advance, claim and receive from the lessor reimbursement of that proportionate amount.

SCHEDULE "D"

**ADDITIONAL TERMS OR CONDITIONS - SECTION IV
OF RENTAL AGREEMENT**

These additional terms or conditions may not conflict with the requirements of the Act.

SCHEDULE "E"

30. (1) Where a rental agreement in writing is executed by a lessee, the lessor shall ensure that a fully executed duplicate original copy of the agreement is delivered to the lessee at the time of signing or within twenty-one days after the lessee signed the agreement.
- (2) Where subsection (1) is not complied with, only the provisions of this Act and the standard form rental agreement are binding upon the lessee, and the lessee is not bound by any additional terms contained in the written agreement unless and until it is served on him in accordance with subsection (1).
- (3) Where a written rental agreement has been entered into before the effective date and the lessee has not been supplied with a copy of the agreement, the lessor shall, within twenty-one days of the effective date deliver a copy of the agreement to the lessee in compliance with subsection (1).
31. (1) The lessor shall at the time of entering into the rental agreement provide the lessee with the following information in writing:
- (a) the name and address of the lessor;
 - (b) the name and telephone number of the person responsible for the premises.
- (2) Where the lessor rents more than one residential premises in the same building and retains possession of part for the use of all lessees in common, the lessor shall post and maintain posted in the common area a notice giving the information required by subsection (1).