

**RESIDENTIAL TENANCY AGREEMENT**

**General Information**

A landlord and a tenant may consult with a rental officer respecting their rights and obligations under the *Residential Tenancies Act* and this Agreement.

No part of this Agreement may be altered or deleted, but additions may be included under section 12, where both landlord and tenant agree and where the additions do not conflict with the *Residential Tenancies Act*.

Parties

1. This Agreement is made in duplicate between

\_\_\_\_\_, the landlord  
Name(s)

\_\_\_\_\_  
Address(s) Telephone(s)

**- AND -**

\_\_\_\_\_, the tenant  
Name(s)

\_\_\_\_\_  
Address(s) Telephone(s)

Premises

2. The landlord agrees to rent to the tenant and the tenant agrees to lease from the landlord the following rental premises:

\_\_\_\_\_

\_\_\_\_\_  
(Include apartment number, street number, postal code or other information to adequately describe the rental premises.)

Duration

3. The landlord and the tenant agree that the tenancy is to begin on

\_\_\_\_\_ and

(a) is to end on \_\_\_\_\_

**- OR -**

(b) is to run  (i) from month to month, or  
 (ii) from week to week.

(Complete either (a) or (b). Where a tenancy is for a definite period include the termination date in (a). Where the tenancy is to have no fixed termination date, check the appropriate box in (b).)

Termination of Tenancy

4.

(1) Notwithstanding that a fixed date for the end of the tenancy is specified under paragraph 3(a), the landlord and the tenant agree that the tenancy is renewed on that date unless a new residential tenancy agreement has been entered into and the renewal is subject to a rent increase made in accordance with subsection 5(4).

**- OR -**

(2) Where no fixed date is specified, the landlord and the tenant agree that a notice of termination of this tenancy is to be served by the tenant on the landlord as follows:

(a) if the rental premises are rented from month to month and the tenancy has continued for 12 months or more, at least 60 days before the expiration of any such month to be effective on the last day of the second month: for example, if the rental premises are rented from March 1 on a month to month basis and have been rented for 12 months or more, the notice to terminate if given on March 30 of the following year would state that the tenant will vacate the rental premises on May 31;

- (b) if the premises are rented from month to month and the tenancy has continued for less than 12 months, at least one month before the expiration of any such month to be effective on the last day of the second month: for example, if the rental premises are rented from the 15th of each month on a month to month basis and have been rented or less than 12 months, the notice would have to be given not later than 30 days before the 14th day of the previous month; or
- (c) if the premises are rented from week to week, at least seven days before the expiration of any such week to be effective on the last day of that week: for example, if the premises are rented from Wednesday on a week to week basis, the last day of a week would be Tuesday and notice would have to be given not later than Tuesday of the previous week.

Rent

5. (1) The tenant agrees to pay rent at the following rate or rates:

\_\_\_\_\_ to  
(week, month, etc.)

\_\_\_\_\_  
(Name and Address where payments are to be made).

(2) The landlord and tenant agree that the first payment of rent is due on the

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

and subsequent payments are to be made on the \_\_\_\_\_ day of each

\_\_\_\_\_.  
(week, month, etc.)

**Note:** Where the tenant has not been given a copy of this Agreement, the tenant may pay any rent owing to a rental officer rather than the landlord. Also under subsections 32(1) and 33(3) of the *Residential Tenancies Act*, a rental officer may require the tenant to pay rent to the rental officer rather than to the landlord.

(3) The landlord and the tenant agree that the rent mentioned above includes payment for the following services and facilities:

\_\_\_\_\_  
\_\_\_\_\_.

and that provision of the following services and facilities is the responsibility of the tenant:

\_\_\_\_\_  
\_\_\_\_\_.

**Note:** Services and facilities such as heat, furniture, appliances, electricity, water, parking, snow removal, cable television, laundry facilities, etc. should be stated above.

**OPTIONAL PROVISION**

**Note:** Where the landlord and tenant have not provided in subsection 5(1) for future increases in rent and the tenancy is for a fixed term, subsection 5(4) may be included in this Agreement by checking this box:

(4) The landlord may increase the rent on the rental premises only once in any 12-month period during the term of the tenancy by giving at least three months notice to the tenant.

Security  
Deposit

6. The landlord and tenant agree that  
 (a) a security deposit is not required

- OR -

- (b) a security deposit is required in the amount of \$\_\_\_\_\_

**Note:** A security deposit is not to exceed the amount of the rent payable  
(i) in the case of a weekly tenancy, for one week, or  
(ii) in the case of a tenancy other than a weekly tenancy, for one month.

In accordance with section 18 of the *Residential Tenancies Act*, all or a part of the security deposit may be retained by the landlord after the termination of the tenancy to repair damages caused by the tenant or for any arrears of rent.

Where neither (a) nor (b) is checked, a security deposit is not required.

Landlord's  
obligations

7. (1) The landlord agrees that the landlord  
(a) shall deliver the premises to the tenant in a good state of repair and fit for habitation;  
(b) shall maintain the premises in a good state of repair and fit for habitation;  
(c) shall comply with all health, safety, housing and building standards, and any other legal requirements respecting the rental premises; and  
(d) shall keep all common areas in a clean and safe condition.

**Note:** Failure of the landlord to perform the landlord's obligations may entitle the tenant to have the obligation performed pursuant to an order of the rental officer at the landlord's expense and may result in the tenancy being terminated.

#### OPTIONAL PROVISION

(May be used only where a residential complex is composed of one rental premises)

- (2) Notwithstanding subsection (1), the landlord or tenant agree that the landlord's responsibility under (1)(a) , (1)(b) , (1)(c)  and (1)(d)  shall be performed by the tenant, with the exception of repairs required as a result of reasonable wear and tear or as a result of damage by fire, water, tempest or other act of God.

Tenant's  
obligations

8. The tenant agrees that the tenant  
(a) shall be responsible for ordinary cleanliness of the rental premises;  
(b) shall repair within a reasonable time after its occurrence any damage to the premises caused by the willful or negligent conduct of the tenant or of persons who are permitted on the rental premises by the tenant; and  
(c) shall conduct himself or herself and require other persons on the rental premises with his or her consent to conduct themselves in a manner that will not disturb the landlord's or other tenants' possession or enjoyment of the rental premises or residential complex.

**Note:** Failure of the tenant to perform the tenant's obligations may render the tenant liable to compensate the landlord and may result in the tenancy being terminated.

Condition of  
Premises

9. (1) The landlord and tenant agree that the landlord and the tenant will inspect the premises at the commencement of the tenancy and on surrender of possession at or following the expiration of the tenancy and that the condition of the premises will be noted on the document attached to this Agreement. The attached document shall be signed by the parties performing the inspection.
- (2) The landlord and tenant agree that the inspection document may be used as proof of the condition of the premises at the times indicated and in determining the appropriateness of any deductions taken by the landlord from the security deposit in accordance with section 6.

Permitted  
Uses

10. The landlord and the tenant agree that the premises will be used only for residential purposes

Assignment or subletting

11. Subject to sections 22 and 23 of the *Residential Tenancies Act*, the landlord and the tenant agree that

(a) the tenant may assign all of the tenant's rights under this Agreement

- OR -

(b) the tenant may sublet the rental premises for a portion of the term of the Agreement

- OR -

(c) the tenant may assign any right or rights under this Agreement only if the consent of the landlord is obtained.

**Note:** Where the tenant assigns all of the tenant's rights under this Agreement, the tenant is not longer liable for the obligations or entitled to the benefit of this Agreement and in such case the new tenant is liable for the obligations and entitled to the benefits under this Agreement as if a party to the Agreement.

Additions

12. The landlord and the tenant agree to the following additions to this Agreement:

\_\_\_\_\_  
\_\_\_\_\_

**Notes:**

1. No addition may alter any right or duty stated in the *Residential Tenancies Act* or in this Agreement.
2. Additions must appear on both copies of this Agreement.
3. If there is not enough space provided here, separate sheets must be attached. Both copies of the attached sheets must be signed by the landlord and the tenant to be valid.

Check if no additional obligations

Notices

13. The landlord and tenant agree that notices shall be given in accordance with section 71 of the *Residential Tenancies Act*, which states as follows:

Service of Notices

71. (1) Subject to subsection (3), any notice, process or document to be served by or on a landlord, a tenant or the rental officer may be served by personal delivery or by registered mail to the landlord at the address given in the tenancy agreement or mailed to the tenant at the address of the rental premises and the rental officer at the address of the office of the rental officer.

Service by Mail

(2) A notice, process or document sent by registered mail shall be deemed to have been served on the 7<sup>th</sup> day after the date of mailing.

Where personal service not possible

(3) Where a notice cannot be served personally on a tenant or a landlord who is absent or evading service, the notice may be served on the tenant or the landlord by serving it on any adult who apparently resides with the tenant or landlord.

Binding Effect

14. This Agreement is binding on and is for the benefit of the heirs, executors and administrators of the landlord and tenant.

This Agreement is signed at \_\_\_\_\_ in the Northwest Territories by the landlord and the tenant on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature of landlord

\_\_\_\_\_  
Signature of tenant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness