

SCHEDULE
FORM

(section 1)

TENANCY AGREEMENT

Residential Tenancies Act

1. PARTIES - Landlord and Tenant(s)

This Tenancy Agreement is between:

_____, Landlord
(full legal name of landlord)

(landlord's phone number)

- AND -

_____, Tenant
(name(s) of tenant(s))

(tenant's phone number)

2. PREMISES - Rental Unit

The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord the following rental premises:

(full community address of rental premises - indicate if a lot for a mobile home)

3. TERM

(Complete either (a) or (b))

(a) Fixed Term Tenancy

The tenancy is for a fixed term beginning on _____, 20__ and ending on _____,
(start date) (end date)
20__.

[NOTE: A term tenancy agreement is automatically renewed as a monthly periodic agreement unless:

- (i) the tenancy has ended in accordance with the *Residential Tenancies Act*,
- (ii) the landlord and tenant have entered into a new tenancy agreement, or
- (iii) the tenant is an employee of the landlord and the rental premises are a benefit of employment.

(Section 49 of the Act)]

(b) Periodic Tenancy

The tenancy is periodic beginning on _____, 20__ and continuing from _____
(start date) (month to month or week to week)

4. RENT

The Tenant agrees to pay the Landlord \$ _____ on the _____ day of every _____, plus the following charges:

\$ _____ for parking for each vehicle

\$ _____ for _____

\$ _____ for _____

If the Tenancy Agreement is made for a fixed term and the rental premises are not subsidized public housing check one of the following:

The rent shall not be increased during the term of the Tenancy Agreement.

The rent may be increased during the term of the Tenancy Agreement, 12 months after the last rental increase on these rental premises and with notice to the Tenant. (Section 47 of Act)

The date of the last rental increase for the rental premises was _____, 20__.

[NOTE: A tenant who does not pay his or her rent on the date specified in the tenancy agreement may be liable to a penalty. (Section 41 of Act)]

5. SERVICES AND FACILITIES

The following services and facilities are included in the rent:

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

6. SECURITY DEPOSIT

A security deposit of \$ _____ is required.

The Landlord acknowledges receipt of \$ _____, or _____ % of the security deposit owing which was paid on _____, 20__.

The remaining \$ _____, or _____ % is due on _____, 20__.

[NOTE: A tenant may pay 50% of the required security deposit at the commencement of the tenancy agreement and the balance within three months.

In the case of a weekly tenancy a tenant shall pay to the landlord a security deposit not exceeding one week's rent. For other terms of tenancy, the tenant shall pay to the landlord a security deposit not exceeding one month's rent.

A tenant of subsidized public housing or employee who receives housing from his or her employer may be required to pay a security deposit that is calculated on the market-value rent of the rental premises. (Section 14 of Act)]

A pet security deposit of \$ _____ is required.

[NOTE: A tenant who receives permission to keep a pet may be required to pay a pet security deposit that is equal to 50% of the weekly (in the case of weekly tenancies) or monthly rent. A landlord can only ask for one pet security deposit regardless of the number of pets that the landlord has agreed the tenant may keep. (Section 14.1 of Act)]

A landlord forfeits the right to retain any part of the security deposit or pet security deposit for repairs of damage to the rental premises if entry and exit inspection reports are not completed or if the landlord fails, without reasonable excuse, to give a copy of each report to the tenant. (Section 18 of Act)]

7. LANDLORD'S OBLIGATION TO MAINTAIN PREMISES

The Landlord shall provide and maintain the rental premises and residential complex in a good state of repair and fit for habitation. (Section 30 of Act)

[NOTE: Where a residential complex is composed of only one rental premises, a landlord and tenant may agree that some or all of the landlord's obligations shall be performed by the tenant except repairs required as a result of reasonable wear and tear or as a result of fire, water, tempest or other act of God. (Section 31 of Act)]

The parties agree that the Tenant shall perform the following obligations:

8. OBLIGATIONS UNDER THE ACT

The Landlord and Tenant shall comply with all obligations imposed on them. Obligations under the Act include, but are not limited to, the following:

Landlord	Tenant
Not alter/change locks except with agreement of tenant. (Section 25 of Act)	Not alter/change locks except with agreement of landlord. (Section 25 of Act)
Not enter rental unit except as provided in Act. (Sections 26 and 27 of Act)	Permit entry of landlord as provided in Act. (Sections 26 and 27 of Act)
Provide and maintain rental premises/complex and facilities in a good state of repair and fit for habitation. Make sure standards and laws are complied with. (Section 30 of Act)	Pay rent as required by tenancy agreement. (Section 41 of Act)
Not withhold vital services. (Section 33 of Act)	Repair damages to rental premises/complex caused by wilful or negligent conduct of tenant or tenant's guests. (Section 42 of Act)
Not disturb tenant's possession or enjoyment of the rental premises/complex. (Section 34 of Act)	Not disturb landlord's or other tenant's possession or enjoyment of the rental premises/complex. (Section 43 of Act)
Provide notice of legal name of landlord. (Section 36 of Act)	Maintain rental premises in a state of ordinary cleanliness, and not permit overcrowding. (Section 45 of Act)
Make available copy of Act when requested by tenant. (Section 37 of Act)	Not carry on or permit someone else to carry on an illegal activity in rental premises/complex. (Section 46 of Act)
If complex has more than five rental premises, landlord shall draw up and keep up to date a directory of tenants who require special assistance in an emergency. (Section 38 of Act)	

9. ADDITIONAL OBLIGATIONS OF THE PARTIES

In addition to the obligations set out in the *Residential Tenancies Act*, the parties agree that

the Tenant shall comply with the following obligations:

the Landlord shall comply with the following obligations:

10. OVERCROWDING

The Tenant agrees not to permit more than _____ persons to occupy the rental premises on a continuing basis. (Section 45 of Act)

11. SERVICE OF DOCUMENTS AND NOTICES

[NOTE: A notice or other document to be served on or given to a landlord, tenant or rental officer, must be served or given by personal service, registered mail, fax (if a fax number is provided) or a method set out in the regulations. (Section 71 of Act) The regulations allow for service by e-mail if an e-mail address is provided. A document served by e-mail is deemed to have been received three days after it is sent. (Section 4)]

The Landlord provides the following information for service:

(landlord's address for service of documents and notices)

The Landlord also agrees that service may be provided by the following means *(check those that apply and provide details)*: Fax E-mail

(landlord's fax number for service of documents and notices)

(landlord's e-mail address for service of documents and notices)

The Tenant provides the following information for service:

(tenant's address for service of documents and notices)

The Tenant also agrees that service may be provided by the following means *(check those that apply and provide details)*: Fax E-mail

(tenant's fax number for service of documents and notices)

(tenant's e-mail address for service of documents and notices)

12. ASSIGNMENT AND SUBLETTING

Unless the rental premises is subsidized public housing or rental premises provided by an employer to an employee as a benefit of employment, the Tenant may transfer his or her right to occupy by assignment or sublet. The permission of the Landlord, which cannot be unreasonably withheld, must be obtained and the appropriate subletting or assignment agreement must be completed and signed. (Sections 22 and 23 of Act) [NOTE: These agreements are approved forms and can be obtained from the Rental Office.]

13. TERMINATION BY NOTICE

This Tenancy Agreement may be terminated by written notice as follows:

Notice given by:	Tenancy Agreement	Notice Required	Section of Act
Tenant	Weekly	At least seven days before the last day of the rental week.	52(1)(a)
	Monthly	At least 30 days before the last day of the rental month.	52(1)(b)
	Term	At least 30 days before the end of the rental term.	51(1)
Landlord who has rented their only residence in the NWT	Weekly/Monthly	At least 90 days before the last day of a period of tenancy.	52(2)
	Term	At least 30 days before the end of the rental term.	51(2)
Subsidized Public Housing Landlord	Term	At least 30 days before the end of the rental term unless the term is 31 days or less.	51(3) and (4)
	Term deemed renewed as monthly	At least 30 days before the last day of the rental month.	51(5)

14. TERMINATION FOR CAUSE

The Landlord may, at any time, file an application to a rental officer seeking termination of the tenancy agreement for cause.

[NOTE: A landlord who has given notice of termination shall make an application to a rental officer for an order to terminate the tenancy agreement. (Section 54 of Act)]

DATED THIS _____ DAY OF _____, 20__ AT _____ IN THE

NORTHWEST TERRITORIES.

(Tenant)

(Landlord)

(Tenant)

(Landlord)

(Tenant)

(Tenant)
