

RESIDENTIAL LEASE AGREEMENT (NEWFOUNDLAND)

THIS AGREEMENT made in duplicate and effective as of the [##] day of [MONTH], [YEAR].

BETWEEN:

[NAME OF LANDLORD]
[FULL ADDRESS]
[TELEPHONE NUMBER]
(the "Landlord")

- and -

[NAME(S) OF TENANT(S)]
[FULL ADDRESS]
[TELEPHONE NUMBER]
(the "Tenant")

1. Leased Premises

IN CONSIDERATION of the representations made in this Lease Agreement tendered by the Tenant, and the rent reserved herein and the covenants herein contained, Landlord hereby rents to Tenant and Tenant hereby rents from Landlord the premises situated at [FULL ADDRESS], (the "Premises"), subject to the terms and conditions hereinafter set forth.

Is the Premises a mobile home space? [YES/NO]

2. Residential Tenancies Act

The Tenant shall comply, as far as it is liable to as Tenant, with all the requirements and the laws and ordinances of or in force in Canada or the Province of Newfoundland, or of any municipal by-law, including without limitation under The Residential Tenancies Act, as amended (the "Act").

The terms of this Lease Agreement are in addition to those implied covenants of the Landlord and the Tenant set forth under the Act and where any term hereof is contrary to such implied covenants, the Act shall be paramount in all respects. Any such contrary provision hereof shall be deemed amended to comply with the Act and such contrary covenant, whether illegal or otherwise, shall not affect the enforceability of the remainder of this Agreement.

3. Term

(Choose only one of the following options and delete the one not chosen)

The duration of this Lease Agreement shall be for a fixed term, commencing at [TIME] on the [##] day of [MONTH], [YEAR] and terminating at [TIME] on the [##] day of [MONTH], [YEAR] ([##] months).

OR

This Lease Agreement shall begin on the [##] day of [MONTH], [YEAR] and continue from [MONTH TO MONTH/WEEK TO WEEK].

4. Rent & Other Monthly Charges

The rent due under this Lease Agreement is payable in [MONTHLY/WEEKLY] installments of \$####.## per [MONTH/WEEK] to be made on the first day of each [MONTH/WEEK]. All rent payments are due on the first (1st) day of each calendar [MONTH/WEEK] during the Term of this Lease Agreement. Rent payments shall be paid by cheque, pre-authorized debit, or money order per month. Cash will not be accepted under any circumstances. All rent payments and other payments to be made hereunder shall be made by mail or personal delivery to the Landlord at the address set out on the face of this Lease Agreement, or such other address as the Landlord may from time to time designate in writing to the

Tenant. If rent payments are being sent by regular mail, the Tenant is responsible for ensuring that such payments are mailed with sufficient time to allow delivery by the first (1st) day of the month. Where rent payable, in part or whole, is in other than money, the Landlord shall give to the Tenant a letter specifying the payment and placing a value on each item contained in the payment. **The Landlord must provide a receipt to the Tenant for any rent received.**

5. Dishonored Cheque Fees

In each instance that Tenant presents a cheque to Landlord for rent or any other amount due under this Lease Agreement is dishonored by Tenant's bank for insufficient funds, "stop payment" or any other reason, a service charge of \$###.## will be assessed.

6. Rental Arrears

In a month to month or term tenancy where the rent is in arrears for fifteen (15) days, the Landlord may give to the Tenant notice to terminate the Premises not less than ten (10) days after the notice is served in accordance with Section 18 Subsection (1) of the Act.

In a week to week tenancy where the rent is in arrears for three (3) days, the Landlord may give to the Tenant notice to terminate the Premises not less than three (3) days after the notice is served in accordance with Section 18 Subsection (1) of the Act.

When all arrears of rent are paid in full by the Tenant before the termination date on a notice to terminate given for rental arrears, this notice to terminate is void and of no effect. This does not apply where notice to terminate is given more than twice in a 12 month period in accordance with Section 18 Subsection (2) of the Act.

Landlord reserves and in no way waives the right to insist on payment of the rent in full on the date that the same is due.

7. Prorated First [MONTH'S/WEEK'S] Rent

The prorated rent from the commencement of this Lease Agreement to the first day of the following [MONTH/WEEK] is \$[###.##], which amount shall be paid at the execution of this Lease Agreement.

8. Rent Increases

Rent may not be increased:

- (a) during any lease agreement for a fixed term;
- (b) where the Premises is rented from week to week or month to month:
 - (i) more than once in a 12 month period;
 - (ii) during the 12 months immediately following the commencement of the lease agreement;
- (c) during the 12 months immediately following the commencement of the lease agreement for the fixed term where a lease agreement for a fixed term expires and the tenancy continues week to week or month to month.

A Landlord must give not less than eight (8) weeks written notice of any rental increase where the Premises is rented from week to week and not less than three (3) months written notice where the Premises is rented from month to month.

9. Security Deposit

(Choose only one of the following options and delete the one not chosen)

A security deposit is not required.

Initials: _____

OR

The Landlord hereby acknowledges receipt of a security deposit in the amount of \$[###.##] to be held in trust in accordance with Section 12 of the Act.

The security deposit in accordance with Section 12 of the Act shall not be in excess of:

- (a) the first two (2) weeks rent if the Premises is rented week to week;
- (b) 3/4 of the first month's rent if the Premises is rented month to month;
- (c) 3/4 of the first month's rent that would be payable if the rent was proportioned to a monthly payment where the Premises is rented for a fixed term of not less than six (6) months and not more than twelve (12) months

10. Possession at Commencement of Term

Tenant shall not be entitled to possession of the Premises hereunder until the security deposit and first [MONTH'S/WEEK'S] rent (or prorated portion thereof, if applicable) is paid in full and the Premises has been vacated by the previous tenant. If Landlord is unable to deliver possession of the Premises to Tenant on or before the commencement of the term of this Lease Agreement due to holding over by another tenant, Tenant's right of possession hereunder shall be postponed until the Premises are vacated by the tenant holding over, and rent hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly instalment for each day that Landlord is unable to deliver possession. Tenant expressly agrees that Landlord shall not be liable for damages to Tenant in the event that Tenant, for any reason whatsoever, is unable to enter and occupy the Premises.

11. Occupancy & Use of Premises

Occupancy of the Premises is limited solely to the individuals listed below:

[LIST ALL ADULTS AND CHILDREN WHO WILL BE LIVING IN THE PREMISES]

If individuals other than those listed above are found residing at the Premises for more than [#] days without prior written approval by the Landlord, the Landlord may at its sole discretion terminate this Lease Agreement and pursue eviction of the Tenant and all other occupants of the Premises.

The Premises shall be used for residential purposes only. It shall not be used for business or other non-residential activities without the written consent of the Landlord. At no time shall the Premises be used for illegal activities.

The Tenant shall comply with any rules concerning the Tenant's use and occupancy of the Premises or use of services and facilities provided by the Landlord provided that the rules are in writing, are reasonable in all circumstances, and the Tenant is given a copy of the rules at the time of entering into this Lease Agreement and is given a copy of any amendments.

12. Utilities & Services

The following utilities and services shall be provided and/or paid for by the party indicated beside each item:

Service / Utility	Provided by	
	Landlord	Tenant
Electricity		
Gas / heating		
Water / sewer		
Telephone		

Initials: _____

Cable TV		
Garbage pick-up		
Trash receptacles		
Lawn care		
Snow removal		
Laundry facilities		
Smoke detector batteries		
Light bulb replacements		

13. Appliances & Furnishings

The Landlord shall supply the following appliances, window coverings, carpets and/or furnishings:

- (a) Stove
- (b) Refrigerator
- (c) Dishwasher
- (d) Wood Stove
- (e) Washer and Dryer
- (f) Curtains/Blinds
- (g) Other (specify)

THIS IS A 12-PAGE DOCUMENT.

Initials: _____