

# Standard Rental Agreement

Residential Tenancies Act 2018 - Section 7



<b>Part 1 Parties to the Agreement</b>		
Landlord (company name and owner name)		
Street Number and Name (for service)		Apartment Number
City or Town	Province	Postal Code
Email	Telephone	Cellular
<b>AND</b>		
Tenant #1 Name	Email	Telephone/Cellular
Tenant #2 Name	Email	Telephone/Cellular
<b>Part 2 Landlord Agent</b>		
Agent Name (company name and owner name)		
Street Number and Name		Apartment Number
City or Town	Province	Postal Code
Email	Telephone	Cellular
<b>Part 3 Other Occupants</b>		
In addition to the tenants, the following occupants may reside at the rented premises		
1. _____	4. _____	
2. _____	5. _____	
3. _____	6. _____	
<b>Part 4 Type of Agreement</b>		
This document is:		
<input type="checkbox"/> Agreement written in duplicate and signed by the parties <input type="checkbox"/> Written notice of an oral or implied agreement between the parties		

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## Part 5 Address of Residential Premises

The landlord will rent to the tenant and the tenant will rent from the landlord the premises located at:

Street Number and Name

Apartment Number

City or Town

Province  
NL

Postal Code

### Type of Property

- room in a boarding house     apartment in a 2-apartment house     mobile home  
 single family home     apartment in multi apartment building     mobile home site

## Part 6 Rental Period

This Agreement is to begin on \_\_\_\_\_ and continue as a

- week-to-week  
 month-to-month  
 fixed term ending on: \_\_\_\_\_

## Part 7 Rent

The tenant will pay rent in the amount of \$ \_\_\_\_\_

- per week on the \_\_\_\_ day of each week  
 per month on the \_\_\_\_ day of each month

## Part 8 Security Deposit

- Security deposit is not required  
 Security deposit has been paid in the amount of \$ \_\_\_\_\_ on \_\_\_\_\_  
(month day, year)

The amount paid as security deposit shall not be in excess of:

- (a) first 2 week's rent where the residential premises are rented from week to week;  
(b) 3/4 of the first month's rent where the residential premises is rented from month to month; or  
(c) 3/4 of the first month's rent if rent was divided into a monthly payment where the premises is rented for a fixed term.

## Part 9 Statutory Conditions

1. Obligation of the Landlord -
  - (a) The Landlord shall maintain the residential premises in a good state of repair and fit for habitation during the tenancy and shall comply with a law respecting health, safety or housing.
  - (b) Paragraph (a) applies regardless of whether, when the landlord and tenant entered into the rental agreement, the tenant had knowledge of a state of non-repair, unfitness for habitation or contravention of a law respecting health, safety or housing in the residential premises.
2. Obligation of the Tenant - The tenant shall keep the residential premises clean, and shall repair damage caused by a willful or negligent act of the tenant or of a person whom the tenant permits on the residential premises.
3. Assigning or Subletting Residential Premises - The tenant may assign or sublet the residential premises subject to the written consent of the landlord, and the landlord shall not arbitrarily or unreasonably withhold consent and shall not levy a charge in excess of expenses actually incurred by the landlord in relation to giving consent.
4. Mitigation on Abandonment - Where the tenant abandons the residential premises, the landlord shall mitigate damages that may be caused by the abandonment to the extent that a party to a contract is required by law to mitigate damages.
5. Entry of Residential Premises - Except in the case of an emergency, the landlord shall not enter the residential premises without the consent of the tenant unless:
  - (a) notice of termination of the rental agreement has been given and the entry is at a reasonable time for the purpose of showing the residential premises to a prospective tenant or purchaser and a reasonable effort has been made to give the tenant at least 4 hours notice;
  - (b) the entry is made at a reasonable time and written notice of the time of the entry has been given to the tenant at least 24 hours in advance of the entry; or
  - (c) the tenant has abandoned the residential premises under section 31.
6. Entry Doors - Except by mutual consent, neither the landlord nor the tenant shall, during the use or occupancy of the residential premises by the tenant, alter a lock or locking system on a door that gives entry to the residential premises.
7. Peaceful Enjoyment and Reasonable Privacy
  - (a) The tenant shall not unreasonably interfere with the rights and reasonable privacy of a landlord or other tenants in the residential premises, a common area or the property of which they form a part.
  - (b) The landlord shall not unreasonably interfere with the tenant's reasonable privacy and peaceful enjoyment of the residential premises, a common area or the property of which they form a part.
8. Disconnection of Services - A landlord or tenant shall not, without the written consent of the other party to the rental agreement, disconnect or cause to be disconnected heat, water or electric power services being provided to the residential premises.

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## Part 10 Services/ Furnishings Included in Rent

The following services and facilities are included:

- |  |                                       |                                |
|--|---------------------------------------|--------------------------------|
| <input type="checkbox"/> Utilities     | <input type="checkbox"/> Stove        | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Internet      | <input type="checkbox"/> Refrigerator | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Cable         | <input type="checkbox"/> Dishwasher   | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Parking       | <input type="checkbox"/> Microwave    | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Snow clearing | <input type="checkbox"/> Washer       | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Lawn care     | <input type="checkbox"/> Dryer        | <input type="checkbox"/> _____ |

## Part 11 Additional Tenant Obligations

The tenant agrees to comply with the following obligations:

- |   |   |                                |
|---|---|--------------------------------|
| <input type="checkbox"/> No smoking tobacco as defined under the <i>Smoke-Free Environment Act</i>                              | <input type="checkbox"/> No animals or pets | <input type="checkbox"/> _____ |
|   | <input type="checkbox"/> Utilities          | <input type="checkbox"/> _____ |
| <input type="checkbox"/> No smoking cannabis as defined under the <i>Smoke-Free Environment Act</i>                             | <input type="checkbox"/> Snow clearing      | <input type="checkbox"/> _____ |
|   | <input type="checkbox"/> Lawn care          | <input type="checkbox"/> _____ |
| <input type="checkbox"/> No cultivation, propagation or growth of cannabis plants as defined in the <i>Cannabis Control Act</i> | <input type="checkbox"/> Tenant insurance   | <input type="checkbox"/> _____ |

## Part 12 Rent Increases

The landlord shall not increase the amount of rent payable by the tenant:

- (a) during the period of any fixed term agreement
- (b) more than once in a 12 month period
  - a. where the residential premises is rented from week to week or month to month;
  - b. where the residential premises is rented for a fixed term or during the term of the rental agreement; or
  - c. where a tenant continues to use or occupy the residential premises after a fixed term has expired .
- (c) during the 12 month period immediately following the commencement of the rental agreement.

The landlord shall provide written notice of:

- (a) not less than 8 weeks before the effective date of the increase where the residential premises is rented from week to week; and
- (b) not less than 6 months before the effective date of the increase where the residential premises is rented from month to month or for a fixed term.

## Part 13 Rent Arrears

In a week to week rental agreement where rent is overdue for 3 days or more, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to move out of the premises on a specified date not less than 3 days after the notice is served on the tenant.

In a month to month or fixed term tenancy where rent is overdue for 5 days or more, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to move out of the premises on a specified date not less than 10 days after the notice is served on the tenant.

## Part 14 Use of Premises

The tenant agrees to use the residential premises for residential purposes only and will not carry on, or permit to be carried on, in the residential premises, any trade or business without the written consent of the landlord.

The tenant agrees not to engage in illegal activity that: (i) causes or is likely to cause damage to the landlord's property; (ii) adversely affects or is likely to adversely affect the peaceful enjoyment or reasonable privacy, security, safety or physical well-being of another occupant to tenant of the residential premises; or (iii) jeopardizes or is likely to jeopardize a lawful right or interest of another occupant or tenant of the residential premises.

The tenant agrees to comply with any rules concerning the tenant's use or occupancy of the residential premises or building 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 the rental agreement and is given a copy of any amendments.

## Part 15 Termination

Should the tenant or landlord seek to terminate the rental agreement, notice must be given in accordance with Section 18(1) and service must be in accordance with Section 35 of the Residential Tenancies Act. Ending the rental agreement by one tenant named on the rental agreement ends the rental agreement for all tenants.

### Tenant's Notice *Check as Appropriate*

### Tenancy Type

### Landlord's Notice *Check as Appropriate*

At least 7 days before the end of the rental period Section 18(1)(a)

Week to Week

At least 14 days before the end of the rental period Section 18(2)(a)

At least 1 month before the end of the rental period (Section 18(1)(b))

Month to Month

At least 3 months before the end of the rental period (Section 18(2)(b))

At least 2 months before the end of the fixed term period (Section 18(1)(c))

Fixed Term

At least 3 months before the end of the fixed term period (Section 18(2)(c))

At least 1 month before the end of the rental period (Section 18(3)(a))

Mobile Home Site

At least 6 months before the end of the rental period (Section 18(3)(b))

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## Part 16 Emergency Contact for Landlord

In the event of an emergency, I authorize the tenants to contact the following:

Name

Street Number and Name

Apartment Number

City or Town

Province

Postal Code

Email

Telephone

Cellular

## Part 17 Emergency Contact for Tenant

In the event of an emergency, I authorize the landlord to contact the following:

Name

Street Number and Name

Apartment Number

City or Town

Province

Postal Code

Email

Telephone

Cellular

## Part 18 Binding Effect and Interpretation

This rental agreement is for the benefit of the landlord and the tenant and is binding on the tenant, the tenant's assigns and personal representatives; the landlord and the landlord's heirs, executors, administrators, assigns, and successors in title. This agreement is to be interpreted and executed with direct reference to the *Residential Tenancies Act, 2018* and in conjunction with any landlord's rules and regulations as may be attached. Any term or condition added to this agreement that contravenes any of the provisions of the *Residential Tenancies Act, 2018* is void and has no effect.

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## Part 19 Landlord Declaration and Signature

I have read the rental agreement and agree to comply with the provisions provided therein. I have provided the tenant with a copy of the *Residential Tenancies Act, 2018*; a copy of the written and signed rental agreement or written notice of a verbal or implied agreement as identified in Standard Rental Agreement Regulations under the *Residential Tenancies Act, 2018*.

Landlord Signature

Date (month day, year)

## Part 20 Tenant Declaration and Signature

I have read the rental agreement and agree to comply with the provisions provided therein. I have received from the landlord a copy of the *Residential Tenancies Act, 2018*; and a copy of the written and signed rental agreement or written notice of a verbal or implied agreement as identified in the Regulations under the *Residential Tenancies Act, 2018*.

Signature Tenant #1

Date (month day, year)

Signature Tenant #2

Date (month day, year)