

RESIDENTIAL TENANCY AGREEMENT

THIS AGREEMENT made in duplicate the _____ day of _____, 20__.

BETWEEN:

[Name of Landlord Agent]

Cormeau Holdings Inc.
cormeaumanagement@gmail.com
Box 474
Standard, AB
T0J 3G0

[Phone number]

[Name of Tenant]

[Name of Tenant]

[Name of Tenant]

- AND -

[Name of Tenant]



(Hereinafter either individually or collectively as "Landlord")

(Hereinafter either individually or collectively as "Tenant")

PREMISES

1. The Landlord hereby leases to the Tenant the premises described as follows:

Address Postal Code Parking Stall
in the city of _____ in the Province of Alberta.

(Hereinafter referred to as "Premises") for use and occupation as a residential premises only, subject to the terms and conditions of this Agreement and of the Residential Tenancies Act (RTA) of the Province of Alberta.

TERMS

2. **Fixed Term Tenancy**

The Tenant shall occupy the Premises on the basis of a fixed term beginning at 12:00 o'clock noon on _____ day of _____ 20__, and expiring at 12:00 o'clock noon on the last day of _____ 20__. No notice shall be required for either the Landlord or Tenant to terminate the tenancy at the end of the fixed term.

Monthly Periodic Tenancy

The Tenant shall occupy the Premises on the basis of a monthly tenancy beginning at 12:00 o'clock noon on _____ day of _____ 20__, and continuing thereafter until terminated by either the Landlord or the Tenant.

"Notice to terminate yearly tenancy must be given 30 days before the last day of the tenancy month by the tenant and 90 days by the landlord." - RTA

Date Tenant must give 30 days Notice: _____

Yearly Periodic Tenancy

The Tenant shall occupy the Premises on the basis of a yearly tenancy beginning at 12:00 o'clock noon on _____ day of _____ 20____, and continuing thereafter until terminated by either the Landlord or the Tenant.

"Notice to terminate yearly tenancy must be given 60 days before the last day of the tenancy year by the tenant and 90 days by the landlord." - RTA

Date Tenant must give 60 days Notice: _____

SERVICES AND UTILITIES

3. In addition to the rent, the Tenant shall be responsible for and pay all charges for services and utilities related to the premises, indicated as follows:

Natural Gas	<input type="checkbox"/> Paid by Tenant	<input type="checkbox"/> Paid by Landlord
Electricity	<input type="checkbox"/> Paid by Tenant	<input type="checkbox"/> Paid by Landlord
Internet	<input type="checkbox"/> Paid by Tenant	<input type="checkbox"/> Paid by Landlord
Garbage Disposal	<input type="checkbox"/> Paid by Tenant	<input type="checkbox"/> Paid by Landlord
Yard Maintenance	<input type="checkbox"/> Paid by Tenant	<input type="checkbox"/> Paid by Landlord
Snow Removal	<input type="checkbox"/> Paid by Tenant	<input type="checkbox"/> Paid by Landlord

PETS

4. No pets, animals or birds of any kind shall be brought in or kept upon the premises, either on a permanent or temporary basis unless the Landlord consents in writing. The Tenant will be responsible for all damage caused by pets.

Pets allowed on Premises

	Name	Breed/Type	Gender	Colour	Pet Fee per month
1.					
2.					
3.					

The tenant hereby indemnifies and saves harmless the Landlord for and in relation to any and all loss or damage caused by the pet, animal or bird through neglect, misuse or carelessness and the Tenant shall indemnify and save harmless the Landlord for and from all actions, causes or action, or claims for damage or injury of any nature, kind and description whatsoever arising in connection with the Tenant's Pet.

RENT

5. The Tenant shall pay to the Landlord monthly, in advance, without setoff, deduction or abatement, during the term hereby granted, a monthly rent consisting of:
\$ _____ for the premises
\$ _____ pet fee
\$ _____ extra occupant fee
\$ _____ other fee
\$ _____ being the total monthly rent (hereinafter called "rent"). Rent payments are due and payable on the first day of each and every month during the term of this Residential Tenancy Agreement through the resident portal at www.cormeau.co. There is a \$1.50 banking "convenience fee" per transaction.

- LATE FEE and NSF POLICY 6. The Tenant agrees to pay a late collection fee of \$10 per day for payments of rent and bills received after the first of each month, and a NSF fee of \$50. This is to cover administrative costs associated with late payments.
- OTHER OCCUPANTS 7. In addition to the Tenant, only the following other persons may occupy the Premises
-
- [Full names and age of all occupants]
No other persons may occupy the Premises for a period of time greater than one (1) calendar month. Should the Tenant wish to invite others to cohabit the Premises, the Residential Tenancy Agreement must be amended.
- SUBLET AND ASSIGN 8. I. The Tenant may assign the Residential Tenancy Agreement and sublet the premises to another person or persons only with the prior written consent of the Landlord. The landlord may refuse permission with reasonable grounds.
II. The Tenant is subject to pay a sublet application fee up to a \$100 to cover administrative costs associated with modifying the lease and carrying out the application process. The tenant will agree to pay a monthly extra occupant fee to offset the Landlord's cost in utilities.
- SECURITY 9. I. The Tenant agrees to pay to the Landlord a security deposit of \$ _____ on _____ (Month/Day/Yr). The Landlord may deduct from the security deposit any amount that the Landlord deems necessary to provide for:
A. repairing any damage to the premises (including the building of which the premises form a part, and the property on which the building is located), fixtures, furniture, appliances and any other items leased pursuant to this Agreement, which damage may have been caused by the Tenant or any person or persons invited on the premises by the Tenant, normal wear and tear excepted; PROVIDED that the Landlord meets the inspection report requirements of Section 18 of the Residential Tenancies Act. The tenant is responsible for all damage caused from not communicating serious issues to the landlord. Normal Wear and Tear is defined in the Residential Tenancies Act (section 46) as "the deterioration that occurs over time with the use of the premises even though the premises receive reasonable care and maintenance."
B. cleaning the premises, including cleaning of the draperies and carpets, if the Tenant gives up possession of the premises in such condition that the premises require cleaning, normal wear and tear excepted;
C. payment of rent, and/or utility charges owing to the Landlord by the Tenant and any amounts due to the Landlord as the result of a default of the Tenant under this Agreement, and
D. the discharge of any other obligations or liabilities of the Tenant respecting the premises.
(hereinafter either individually or collectively referred to as "Damages").
II. In the event that the quantum of monies required to compensate the Landlord for the Damages referenced in subparagraph (A) above exceeds the amount of the security deposit, the Tenant shall, immediately upon request from the Landlord, pay to the Landlord any amounts in respect of the Damages which is in excess of the security deposit, plus interest thereon from the date initially due until the date the Landlord receives payment in full, whether before or after judgement at the rate of 1.5 percent per month.
III. The Landlord agrees to deposit the security deposit received from the Tenant in an interest-bearing account at a bank, treasury branch, credit union or trust company in Alberta within two (2) banking days of receiving the security deposit, as required by the Residential Tenancies Act. The Landlord agrees to invest the security deposit only in deposit receipts, deposit notes, certificates of deposit, acceptances or other similar instruments issued by or guaranteed as to principal and interest by a bank, credit union, loan corporation, treasury branch,

trust 3 corporation or insurance company authorized to carry on business in Alberta. If the Landlord is entitled, under the Residential Tenancies Act or this Agreement, to money in a security deposit trust account, the money may be withdrawn from the trust account and transferred to the Landlord.

- INSPECTIONS 10. The Landlord and the Tenant agree to complete an inspection of the premises within one week before or after the Tenant takes possession of the premises and within one week before or after the Tenant surrenders possession of the premises. The Landlord agrees to provide the Tenant in each instance with a report of the inspection that describes the condition of the premises. The Landlord may complete the inspection without the Tenant if an adult person who falls within the definition of the term “tenant” (as the term “tenant” is defined in the Residential Tenancies Act) has refused to take part in two inspections suggested by the Landlord to take place on different days, on days that are not holidays and between 8:00 am and 8:00 pm. The Landlord agrees that the inspection reports will contain the statements, and the Landlord and the Tenant agree that the inspection report will be signed, as required by the Residential Tenancies Ministerial Regulation under the Residential Tenancies Act.
- MAINTENANCE COSTS 11. The Tenant shall be responsible for:
- I. the costs of repairing clogged toilets, sinks and drains and the cost of all damage resulting directly or indirectly therefrom;
 - II. the costs of replacing light bulbs;
 - III. the costs of replacing or repairing all windows, screens, doors, appliances and fixtures damaged, broken, removed or destroyed at any time during the tenancy, whether by the Tenant or any other person or persons invited on the premises by the Tenant.
 - IV. The cost of cleaning, repairing and replacing soiled, stained or damaged floor coverings, counter tops and draperies; and
 - V. the cost of any other repairs or replacements to the premises or the common property of the premises due to Tenant neglect or wilful damage by the Tenant or guests.
 - VI. The cost of replacing heating and ventilation filters
- APPLIANCES 12. The Landlord agrees that throughout the term of this Agreement, the Landlord will supply for the Tenant's the use of appliances listed in the inspection report.
- TENANT INSURANCE 13. It shall be the responsibility of the Tenant to insure the Tenant's property on the Premises against damage or loss to such property caused by fire, theft and any other perils which cause damage or loss. The Tenant shall obtain and carry general comprehensive liability insurance of a minimum of \$500,000 coverage against willful or negligent acts or omissions by the Tenant or persons for whom the Tenant is responsible.
- WAIVER AND INDEMNITY 14. The Tenant hereby waives and releases the Landlord from any liability for damage or loss to or any persons or property which occurs in connection with the premises, the building, its facilities, grounds or parking lot. The Landlord shall not be responsible for any loss of the Tenant's property in the premises or stored in the building. The Landlord is not responsible for damages, inconveniences or fumigation costs due to insect infestation.
- The Tenant hereby indemnifies and saves harmless the Landlord for and in relation to any and all loss or damage caused by the Tenant or the Tenant's guests or invitees, through neglect, misuse or carelessness and the Tenant shall indemnify and save harmless the Landlord for and from all actions, causes or action, or claims for damage or injury of any nature, kind and description whatsoever arising in connection with the Tenant's occupation of the premises, the facilities and the grounds associated with the premises.
- USE 15. The Tenant shall use the Premises for address purposes only. The Tenant shall not allow the premises to be used for illegal or immoral purposes.

- COMPLY WITH LAWS 16. The Tenant shall comply with all health, fire and other regulations and requirements of competent authorities. The Tenant shall not do anything to create or allow a health, fire or other hazard to exist.
- RULES AND REGULATIONS 17. The Tenant and Tenant's guests will observe and comply with the Landlord's RULES AND REGULATIONS which are attached to and form part of this Agreement, with such reasonable variations and modifications as may be made to such from time to time by way of reasonable written notice from the Landlord to the Tenant.
- SMOKING 18. The Landlord and the Tenant agree that this is a non-smoking premises. Smoking of any substances is prohibited within the unit, the common areas of the building or within 15 feet of any building on the property. In the event that the Landlord, acting in its sole discretion, determines that tenants and/or guests are in breach of this provision, it is understood that this will constitute a substantial and material breach of the Tenancy Agreement and the Landlord may terminate the tenancy by notice, or otherwise apply to the Courts to terminate the tenancy and seek vacant possession.
- PROCEDURE OF COMPLAINTS OR INFRACTIONS 19. Any complaint or infraction of the above rules and regulations will result in the tenant receiving a Notice of Infraction. Repeat offenders will be documented and if deemed necessary to prevent damage to building or harm to others, evicted and sued in small claims court.
- IF TENANT BREAKS THE AGREEMENT 20. In the event that the Tenant vacates or abandons the premises before the end of the term, the Tenant will be charged a re-rental fee of \$500, and will also be responsible for paying the rent until the end of the Residential Tenancy Agreement term, or until a suitable new tenant is found to occupy the premises. In the event that the Landlord must retain a collection agency or law firm to collect past due balances owed to the Landlord, the Tenant agrees to pay any and all collection agency fees, court costs, attorney fees or incidental costs associated with collecting.
- LIABILITY FOR RENT 21. When two or more persons comprise the Tenant for the purposes of this Agreement, the Landlord may collect the rent due and the utility charges to the Landlord pursuant to this Agreement from any or all of them. The liability of each person comprising the Tenant shall be joint and several in respect of any and all obligations of the Tenant under this Agreement.
- BINDING EFFECT 22. This Agreement shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Tenant.
- FORCE MAJEURE 23. The provisions of this lease may be suspended or terminated at any time by the Landlord should any event make such suspension or termination advisable when considered from the perspective of the Landlord, including, without limitation to the generality of the foregoing, damage to the premises or the building of which the premises form a part which makes the premises uninhabitable, or any intervention by any regulatory, governmental or other authority which prevents or otherwise renders the lease of the premises uneconomic for the Landlord.
- HEADINGS 24. The headings in this Agreement are inserted for convenience of reference only and shall not affect the construction of this Agreement.
- CONFLICTS 25. I. The tenancy created by this Residential Tenancy Agreement is governed by the Residential Tenancies Act and if there is a conflict between this Residential Tenancy Agreement and the Act, the Act prevails.
II. This document replaces all prior agreements.

FINAL
SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed this Residential Tenancy Agreement of the day and year first above written.

Signed by the Landlord in the presence of:

_____	_____
[Witness]	[Signature of Landlord or Landlord's Agent]

Signed by the Tenant in the presence of:

_____	_____
[Witness]	[Signature of Tenant]
_____	_____
	[Signature of Tenant]
_____	_____
	[Signature of Tenant]
_____	_____
	[Signature of Tenant]



RECEIPT OF
LEASE

I Hereby acknowledge receipt of a DUPLICATE ORIGINAL OF THIS RESIDENTIAL TENANCY AGREEMENT this ____ day of _____, 20__.

_____	_____
[Tenant]	[Signature of Tenant]
_____	_____
[Tenant]	[Signature of Tenant]
_____	_____
[Tenant]	[Signature of Tenant]
_____	_____
[Tenant]	[Signature of Tenant]

RULES AND REGULATIONS

CONSIDERATION OF OTHERS

1. **Courtesy:** The tenant will not verbally attack, raise voice or show hostility of any kind towards the landlord, maintenance staff or neighbours. The tenant will treat the landlord, maintenance staff and neighbours in a courteous and professional manner. Verbal and/or Physical Abuse will result in a 24 hour Notice of Eviction.
2. **Disturbances and Noise Rules:** Noise shall not be permitted in the premises which, in the opinion of the Landlord, disturbs the comfort of the neighbors to the premises. Daytime noise should be kept to a minimum for the comfort of everyone in the building. Talking, listening to music at a quiet volume, and watching TV softly is expected. Occasional mistakes and short bursts of noise are normal and expected (falling cups, children, etc) and is acceptable. Slamming doors, stomping on floors and shouting is not acceptable. Noisy activities such as playing instruments, playing loud music or having gatherings, which is clearly audible through the floor and walls is forbidden without consent from other tenants in the building.
3. **Quiet Hours:** The Tenant will adhere to Quiet Hours, which are between *10pm and 7am*, where noise is to be kept at an absolute minimum for the well-being of neighbours. Noise from your premises at this time should not be heard in any parts of the building.

GENERAL MAINTENANCE

4. **Maintenance Issues:** The tenant will contact the landlord with serious maintenance issues when they arise in a timely fashion and will be responsible for any damages due to not communicating the issue(s).
5. **Alterations:** The Tenant shall not paint or make any alterations to the premises without the consent of the Landlord;
6. **Fasteners:** No nails, bolts, screws, tape or pins shall be placed in the walls, floors, doors or trim of the premises. 3 small pin holes per room are acceptable. Large or heavy hanging must be approved by the Landlord.
7. **Cleanliness:** the tenant is responsible for keeping the premise in good and proper care and keeping the premises, appliances and all property of the Landlord in clean condition and in working order.
8. **Furniture Use:** The tenant will move furniture carefully in order to not damage the premises and the tenant is responsible for any cost in replacing or repairing said damages. The tenant will use cushions under the legs of furniture.
9. **Interior plants:** All plants must have a collection dish under the pot to collect excess water and prevent seeping water damage.
10. **Balconies and Patios:** Balconies and patios may not be used for storage except for BBQs, chairs and tables.
11. **Garbage Bin:** The Tenant shall dispose of all garbage from the premises in a proper manner. The tenant will not store garbage anywhere other than the garbage bin

PLUMBING

12. **Drainage Issues:** The tenant is responsible to contact the landlord if there are any drainage problems. If it is a building issue, the Landlord will cover the cost. Should it be determined, at the discretion of the plumber, that the tenant is responsible for the

drainage problem due to improper use, the tenant is responsible for the cost of repair and replacement.

13. **Drain Cleaner:** The tenant will not use drain cleaner (such as DRANO) or pour any harsh chemicals down the drain for any reason.
 14. **Leaking faucets and toilets.** The tenant will be fined \$200 or the extra cost of water (whichever is greater) if they do not report leaking faucets or toilets *immediately*. The tenant will notify the landlord of any dripping taps.
 15. **Water:** No water shall be left running unless in actual use. This includes, but is not limited to, faucets, toilets, bathtubs, and showers.
- ELECTRICAL
16. **Light Bulbs:** The tenant is responsible for the costs of replacing light bulbs. The tenant must turn off lights when not at home.
 17. **Electrical Appliances:** The Tenant shall not bring on to the premises or into the building any major electrical appliance or apparatus such as a dishwasher, fridge, freezer, air-conditioner, electric heaters or washers and dryers without the consent in writing from the Landlord.
 18. **Wiring:** No wiring for electric lights, television or radio connections or otherwise are to be installed in the premises, nor the position of any wire altered, and the telephone shall be permitted only at the place provided.
- HEATING AND VENTILATION
19. **Filters and Grilles:** The tenant is responsible for cleaning and replacing filters and grilles on the premises. Common examples include: range hood, bath fan, furnace filter, HRV, etc.
 20. **Ventilation:** The tenant will use the bath fan when showering and will use the range hood when cooking.
 21. **Thermostat:** The tenant will keep their thermostat at or below 22°C to prevent excessive humidity causing condensation and mold problems. Should the thermostat be above 22°C, the Tenant will be responsible for any and all mold remediation and rotten windows due to condensation and the increase in utility bills at the Landlord's sole discretion. This clause will not apply to tenants who do not have access to a thermostat. The tenant is responsible for changing the batteries in their thermostat.
- SAFETY
22. **Smoke Alarms:** The tenant is responsible for checking their smoke detectors once a month and replacing batteries as needed to keep functional.
 23. **Doors:** Doors to the premises must be kept closed, and during the absence of the Tenant, must be kept locked.
 24. **Forbidden Areas:**
 - I. **Attic:** Entering the attic for any reason is prohibited.
 - II. **Roofs:** Only authorized personnel are allowed on the roof.
 25. **Children:** Children are not permitted to play in any area where they may endanger themselves or unnecessarily disturb residents. Children must be adequately supervised and be provided with a means of access to their apartment at all times.

FORBIDDEN
OBJECTS

26. **Heavy Objects:** No heavy objects, including water beds, will be permitted on the premises without the consent in writing of the Landlord.
27. **Offensive Goods:** No combustible or offensive goods, provisions or materials shall be kept on the premises.
28. **No Signs:** The tenant shall not display any sign, advertisement or notice in or about the premises without the written consent of the Landlord
29. **No Antennas/ Towers,** used for internet, TV, radio or other electronic means are to be installed without written Landlord consent.

VEHICLES

30. **Motorhomes:** Motorhomes owned by the tenants or their guests are forbidden on the premises.
31. **Parking:** Tenants and their guests must park their vehicles in a proper manner on the premises. Parking places provided are for private licensed passenger vehicles of Tenants. Any unregistered or illegally parked vehicles will be towed away at the owner's expense. If applicable, the tenant will not park in the driveway or parking pad leading up to the garage on the premises.

WINDOWS AND
DOORS

32. **Windows:** Sheets, flags, foil or other like material are not permitted to be hung or placed in front of windows. Only properly constructed, neutral coloured drapes, blinds, or venetians are permitted. The tenant is responsible for cleaning the windows inside and outside.
33. **Changing Keys and Locks:** Alterations, replacement of locks or installation of bolt, knockers, mirrors, or other attachments to the interior or exterior of any door require the consent of the landlord. After consent is given by the Landlord, the Tenant is required to furnish management with 3 keys for any locks installed or changed by the Tenant.
34. **Lock Outs:** A charge of \$100 will be made to admit Tenants who have locked themselves out. An additional **\$100 Late Night Fee** will be charged to admit tenants after 8:00pm. Tenants' will cover the material cost and labour cost to replace lost keys.

STORAGE

35. **Exterior:** Storage of items in the exterior of the premises is not permitted except for the following items: basic yard care tools, bicycles, lawn chairs, firewood (not construction debris). These items are to be stored in the backyard. The tenant acknowledges that all items not listed above will be treated as trash and thrown out without notice. Any other item not listed will need the consent in writing of the Landlord.
36. **Utility Room:** The tenant will store items in a proper manner in the space designated by the Landlord. No items will be placed within 3 feet of the furnace or hot water tank.

PETS
(If applicable from
section 4)

37. **Pets:** No pets, animals, reptiles or birds of any kind shall be allowed or kept in or about the premises either on a permanent or temporary basis unless permitted by the Landlord.
38. **Dogs:** Dogs allowed on the premises must be spayed or neutered. The Tenant is responsible to walk their dog daily and to prevent excessive barking. The tenant will keep dogs leashed at all times on the exterior of the premises. The Tenant will pick up all dog excrement on premises immediately. The tenant will clip their dog's claws. The tenant will feed their dog on a surface that is easily cleaned. The Tenant is responsible for all damage caused by their dog. The tenant will try to have their dog urinate off premises, and is responsible for any damage to the grass.

39. **Cats:** Cats must be spayed or neutered. The Tenant will supply a clean and unbroken litter box for their cat at all times, with a protective plastic mat underneath. The Tenant will store the litter box in a place with good ventilation such as the bathroom (no closets). The Tenant will supply cats with interactive toys and scratching posts. The tenant will clip their cat's nails. The tenant will feed their cat on a surface that is easily cleaned. The tenant is responsible for all damage caused by their cat or residual smell. The tenant will keep the cats contained in their premises.

EXTERIOR
MAINTENANCE
(If applicable from
section 3)

40. **Lawn/Garden Care:** The tenant is responsible for all lawns, garden beds and green spaces on the premises. The tenant is responsible for weeding, cutting, cleaning and maintaining all lawns, driveways, walkways and garden beds on the premises. Grass must be kept below 4 inches. Weeds must be few in number. Leaves must be picked up in the spring and fall in a timely manner. The tenant will supply their own yard care tools. It is the tenant's responsibility to share lawn and garden care with other tenants. The tenant is forbidden to remove any existing plants that are not weeds without the permission from the landlord. The tenant must get consent from the landlord before planting any new plants. The tenant is not responsible for trimming trees and bushes.

41. **Snow Care:** The tenant is responsible for removing snow and salting pedestrian paths and sidewalks on the premises a maximum of 24hrs after snowfall. It is the tenant's responsibility to provide their own equipment and communicate with other tenants to complete this task.

42. **Fines:** Should the exterior maintenance not be carried out outlined above and at the sole discretion of the Landlord, the tenant(s) in the premises will split the cost evenly.

SMOKING

43. **Smoking** of any substances is prohibited within the unit, the common areas of the building or within 15 feet of any building on the property.

