

ROOMING HOUSE RENTAL AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF LANDLORD]
[address]
(the "Landlord")

- and -

[NAME(S) OF TENANT]
[address]
(the "Tenant")

1. **Premises:** Subject to the following terms and conditions, Landlord does hereby rent to the Tenant, to be used solely as a residence, the room known as "Room [room letter/number]" (the "Room"), which forms part of the premises located at *street address*, [City], [State/Province] (the "Premises").

2. **Term and Termination:** The term of this Agreement shall commence at 12:00 noon on [commencement date] and shall continue as follows:

For a period of ____ month(s), until [termination date] and thereafter, on a month-to-month basis, the tenancy terminable by either party giving thirty (30) days written notice to the other party.

3. **Rent:** On signing this Agreement, Tenant shall pay to Landlord the sum of \$###.## as the first month's [partial] rent, payable for the period of [date] through [date]. Thereafter, Tenant shall pay to Landlord a monthly rent of \$###.## payable in advance on the first (1st) day of each month.

4. **Late Charges:** If Tenant fails to pay the rent in full within five (5) days after it is due, Tenant shall pay Landlord a late charge of \$##.## plus \$##.## per day for each additional day that the rent continues to be unpaid. The total late charges for any one month shall not exceed \$###.## under this provision. Notwithstanding the foregoing, Landlord does not waive the right to demand payment of the rent in full on the day it is due.

5. **Dishonored Check Charges:** In the event any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds or a closed or nonexistent account, Tenant shall pay to Landlord a dishonored check charge in the amount of \$##.##.

6. **Deposit:** Upon signing this Agreement, Tenant shall pay to Landlord a security deposit of \$###.##. Tenant may not, without Landlord's prior written consent, apply this security deposit to rent or to any other sum due under this Agreement. Within fourteen (14) days after Tenant has vacated the Room, Landlord shall furnish Tenant with an itemized written statement of the basis for, and the amount of, any deductions from the security deposit. Landlord may withhold only that portion of Tenant's security deposit necessary:

- (a) to remedy any default by Tenant in the payment of rent or unpaid phone or utility charges incurred by Tenant,
- (b) to repair damages to the Room or the Premises exclusive of ordinary wear and tear, and/or
- (c) to clean the Room if necessary. If the Room is left in a clean and acceptable condition by Tenant, the entire deposit will be returned on the day of departure.