

MONTH-TO-MONTH TENANCY AGREEMENT (ALBERTA)

The tenancy created by this Agreement is governed by the *Residential Tenancies Act* (the "Act") and if there is a conflict between this Agreement and the Act, the Act prevails.

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

BETWEEN:

LANDLORD
[address]
(the "Landlord")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS:

- A. The Landlord owns the property located at [address], (hereinafter called the "Premises");
- B. The Tenant is desirous of renting the Premises from the Landlord on a month-to-month basis;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Term

The Landlord does hereby lease to the Tenant "as is" the Premises on a month to month basis to commence on the ____ day of _____, _____ (the Commencement Date").

2. Rent

The Tenant shall pay as rent to the Landlord the amount of [RENTAL AMOUNT IN WORDS] DOLLARS (\$____) of lawful money of Canada, payable in advance on the first day of each and every month; the first of such payments to be made on the Commencement Date.

3. Security Deposit

The Tenant shall pay the Landlord a security deposit of [SECURITY DEPOSIT IN WORDS] DOLLARS (\$____) not to exceed one (1) month's rent.

Within ten (10) days after Tenant surrenders possession of the premises, Landlord shall return the security deposit to Tenant, with interest, less any permissible deductions, in accordance with the *Residential Tenancy Act of Alberta*.

4. Late Fees & Dishonoured Cheques

Any rent payment not made when the same is due shall incur a late fee of \$_____. In the event that any cheque of Tenant's is not honoured by the Tenant's bank for any reason, a dishonoured cheque fee of \$_____ will be charged.

THIS IS A 9-PAGE DOCUMENT