

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]
(hereinafter referred to as "Landlord")

- and -

TENANT(S)
[address]
(hereinafter referred to as "Tenant")

WHEREAS:

- A. Landlord owns the property located at _____ [address], (hereinafter called the "Premises");
- B. Tenant is desirous of renting the Premises from 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

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

2. Rent

Tenant shall pay as rent to 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

Tenant shall pay 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 Tenant's bank for any reason, a dishonoured cheque fee of \$_____ will be charged.

5. Inspection of Premises

Prior to Tenant taking possession of the Premises, Tenant and Landlord / Landlord's agent shall jointly inspect the Premises and complete the attached Inspection Checklist and Inventory. Landlord / Landlord's agent will provide Tenant with a fully signed copy of the Inspection Checklist and Inventory within seven (7) days of Tenant's move-in. Upon Tenant's vacating of the Premises at the expiration or termination of this Lease Agreement, Tenant and Landlord / Landlord's agent shall again jointly inspect the Premises and complete the move-out portion of the Inspection Checklist and Inventory.

6. Tenant Obligations

Tenant covenants to:

- (a) to use the Premises for residential purposes only and for no other purpose;
- (b) pay the rent and all other charges when the same become due;
- (c) not interfere in any significant manner with the rights of either Landlord or other tenants in the Premises, the common areas, or the property of which they form a part;
- (d) not perform any illegal acts or carry on an illegal trade, business, or occupation in the Premises, the common areas, or the property of which they form a part;
- (e) not endanger persons or property in the Premises, the common areas, or the property of which they form a part;
- (f) not allow significant damage to the Premises, the common areas, or the property of which they form a part;
- (g) not change, replace or add any locks to the Premises without the prior written consent of Landlord;
- (h) maintain the Premises and the property with it in a reasonably clean condition; and
- (i) vacate the Premises at the termination of the tenancy.

7. Landlord Obligations

Landlord covenants to:

- (a) have the Premises available for occupation by Tenant on the Commencement Date;
- (b) not disturb in any significant manner Tenant's possession or peaceful enjoyment of the Premises.
- (c) ensure that the Premises will meet at least the minimum standards prescribed for housing premises under the *Public Health Act* and regulations.

8. Repairs

Landlord covenants to keep the Premises in a good state of repair, and Tenant agrees to give Landlord prompt written notice of any defect, accident or fault in the water pipes, heating apparatus, wiring or to any other part of the Premises. Tenant further covenants to repair any damage caused to the Premises by Tenant's willful or negligent conduct or that of persons who are permitted on the Premises by Tenant.

9. Termination

- (a) **By Tenant.** Tenant may terminate this Agreement by giving Landlord at least one (1) month notice written notice.

- (b) *By Landlord.* Landlord may terminate this Agreement by giving Tenant at least three (3) months' written notice.

THIS IS AN 11-PAGE DOCUMENT and includes a move-in / move-out report, receipt for deposit, pet addendum and security deposit refund / statement of charges.