

# CONDOMINIUM TENANCY AGREEMENT

**All leases of condominium units by a declarant must comply with the appropriate sections of the Condominium Act.**

**THIS AGREEMENT** made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in pursuance of the *Short Form of Leases Act*, the provisions of the *Tenant Protection Act* and amendments thereto, and the *Condominium Act* and the amendments thereto.

**BETWEEN:**

[LEGAL NAME OF LANDLORD]  
[address for service]  
(hereinafter referred to as the "Landlord")

- and -

[LEGAL NAME(S) OF TENANT(S)]  
[address]  
(hereinafter (collectively, if more than one) referred to as the "Tenant")

**THIS TENANCY AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements contained in this Tenancy 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. Rental of Premises

Landlord agrees to rent to Tenant the condominium described as:

Unit \_\_\_\_\_ (Suite # \_\_\_\_\_)  
Level \_\_\_\_\_, Condominium Plan No. \_\_\_\_\_  
Name of Building: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_, Province of Ontario

together with the non-exclusive use in common with others entitled thereto of the Common Elements of the Building, as well as exclusive use of those parts of the Common Elements (including parking space(s) \_\_\_\_\_ [insert number(s) of parking stall(s)], to the extent that Landlord has the right to use them pursuant to the Declaration, By-laws and Rules and Regulations (collectively, the "By-laws") of Condominium Corporation No. \_\_\_\_\_ (the "Condominium Corporation").

## 2. Use of Premises

Tenant agrees to use the Premises as a residential premises only, and Tenant shall not carry on any trade, business or occupation, and shall not perform or permit any illegal acts in the Premises or the Common Elements or in the Building of which they form a part.

## 3. Occupants

Tenant shall only allow the Premises to be occupied by Tenant and Tenant's minor children as set out below, and Tenant agrees to notify Landlord of any change to the occupants of the Premises:

Name of Person	Relationship to Tenant

The occupancy rights of the above listed persons end with the termination of the tenancy. Except for casual guests (who may stay up to \_\_\_ consecutive days unless otherwise consented to in writing by Landlord), no other persons shall occupy the Premises without Landlord’s written permission.

**4. Term**

*[If the rental is for a periodic tenancy (such as a month-to-month tenancy), use the following provision.]*

The term of this Agreement shall be a [monthly / weekly / yearly] tenancy commencing on \_\_\_\_\_ [insert date], and continuing on a [month-to-month / week-to-week / year-to-year] basis until terminated by either party as hereinafter provided.

*[If the rental is for a fixed term (such as 2 years), use this provision instead.]*

The term of this Agreement shall be for a period of \_\_\_ year(s), commencing on \_\_\_\_\_ [insert start date] and expiring on \_\_\_\_\_ [insert end date], unless terminated earlier in accordance with the provisions hereof.

**5. Rent**

*[If the rental is for a periodic tenancy (such as a month-to-month tenancy), use the following provision.]*

The rent for the Premises shall be \$\_\_\_\_\_ per [week / month], and shall be payable in advance on or before the first day of each [week / month]. The first [week’s / month’s] rent shall be payable on \_\_\_\_\_ [insert date], and shall be paid to Landlord, or Landlord’s Agent, at the following address: \_\_\_\_\_, or such other address as Landlord or Landlord’s Agent may designate in writing from time to time.

*[If the rental is for a fixed term (such as 2 years), use this provision instead.]*

The total amount of rent due under this Agreement is \$\_\_\_\_\_, to be paid in monthly instalments of \$\_\_\_\_\_ each. Tenant shall pay the monthly rent to Landlord or Landlord’s Agent in advance on the first day of each month during the term of this Agreement, at the following address: \_\_\_\_\_, or such other address as Landlord or Landlord’s Agent may designate in writing from time to time.

**6. Pro-Rated Rent**

If the term of this Agreement does not commence on the first (1<sup>st</sup>) day of a calendar month, the rent hereunder shall be pro-rated at the rate of \$\_\_\_\_\_ per day.

**7. Utilities, Services & Appliances**

- (a) The following utilities and services shall be provided and/or paid for by the party indicated beside each item:

**THIS IS A 15-PAGE DOCUMENT.**