

RESIDENTIAL LEASE AGREEMENT (Newfoundland)

THIS AGREEMENT made in duplicate and effective as of the [##] day of [MONTH], [YEAR].

BETWEEN:

[NAME OF LANDLORD]
[FULL ADDRESS]
[TELEPHONE NUMBER]
(the "Landlord")

- and -

[NAME(S) OF TENANT(S)]
[FULL ADDRESS]
[TELEPHONE NUMBER]
(the "Tenant")

1. Leased Premises

IN CONSIDERATION of the representations made in this Lease Agreement tendered by the Tenant, and the rent reserved herein and the covenants herein contained, Landlord hereby rents to Tenant and Tenant hereby rents from Landlord the premises situated at [FULL ADDRESS], (the "Premises"), subject to the terms and conditions hereinafter set forth.

Is the Premises a mobile home space? [YES/NO]

2. Residential Tenancies Act

The Tenant shall comply, as far as it is liable to as Tenant, with all the requirements and the laws and ordinances of or in force in Canada or the Province of Newfoundland, or of any municipal by-law, including without limitation under The Residential Tenancies Act, as amended (the "Act").

The terms of this Lease Agreement are in addition to those implied covenants of the Landlord and the Tenant set forth under the Act and where any term hereof is contrary to such implied covenants, the Act shall be paramount in all respects. Any such contrary provision hereof shall be deemed amended to comply with the Act and such contrary covenant, whether illegal or otherwise, shall not affect the enforceability of the remainder of this Agreement.

3. Term

(Choose only one of the following options and delete the one not chosen)

The duration of this Lease Agreement shall be for a fixed term, commencing at [TIME] on the [##] day of [MONTH], [YEAR] and terminating at [TIME] on the [##] day of [MONTH], [YEAR] ([##] months).

OR

This Lease Agreement shall begin on the [##] day of [MONTH], [YEAR] and continue from [MONTH TO MONTH/WEEK TO WEEK].

4. Rent & Other Monthly Charges

The rent due under this Lease Agreement is payable in [MONTHLY/WEEKLY] installments of \$####.## per [MONTH/WEEK] to be made on the first day of each [MONTH/WEEK]. All rent payments are due on the first (1st) day of each calendar [MONTH/WEEK] during the Term of this Lease Agreement. Rent payments shall be paid by cheque, pre-authorized debit, or money order per month. Cash will not be accepted under any circumstances. All rent payments and other payments to be made hereunder shall be made by mail or personal delivery to the Landlord at the address set out on the face of this Lease

Agreement, or such other address as the Landlord may from time to time designate in writing to the Tenant. If rent payments are being sent by regular mail, the Tenant is responsible for ensuring that such payments are mailed with sufficient time to allow delivery by the first (1st) day of the month. Where rent payable, in part or whole, is in other than money, the Landlord shall give to the Tenant a letter specifying the payment and placing a value on each item contained in the payment. **The Landlord must provide a receipt to the Tenant for any rent received.**

Initials: _____