

RESIDENTIAL LEASE AGREEMENT - SASKATCHEWAN

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

BETWEEN:

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

- and -

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

1. Leased Premises

IN CONSIDERATION of the representations made in the rental application 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 [STREET ADDRESS OF PREMISES], [CITY], Saskatchewan (the "Premises"), subject to the terms and conditions hereinafter set forth.

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 the Province of Saskatchewan, or of any municipal by-law, including without limitation under The Residential Tenancies Act, as amended (the "Act").

3. Statutory Conditions

In accordance with the Act, the Statutory Conditions set forth in the attached Schedule "A" shall be deemed to form part of this Lease Agreement. No Statutory Condition set forth in the attached Schedule "A" shall be deemed to derogate from any other provision of the Act.

4. Delivery of Agreement to Tenant

The Landlord shall deliver or cause to be delivered to the Tenant an executed and completed original copy of this Lease Agreement within twenty (20) days after the execution and delivery of this Lease Agreement by the Tenant to the Landlord.

Where the Landlord does not deliver or cause to be delivered an executed and completed original copy of this Lease Agreement or renewal thereof to the Tenant in accordance with the Act, the obligations of the Tenant under this Lease Agreement are suspended until the Landlord has delivered, in accordance with the Act, an executed and completed original copy of this Lease Agreement.

5. Mobile Homes

The Landlord shall not, with respect to residential premises mentioned in Subclause 2(j) (iii) of the Act, limit the occupancy of such residential premises to a mobile home sold, leased or otherwise made available by any specific person or persons, unless the residential premises has not previously been occupied as a mobile home site.

The Landlord shall not unreasonably restrict or interfere with the Tenant's attempt to sell a mobile home situated on the residential premises, and shall not charge any fee in connection with such sale or attempted sale unless he/she/it has provided some service with respect to that sale or attempted sale.

6. Term

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].

7. Rent & Other Monthly Charges

The total rent due under this Lease Agreement is the sum of [TOTAL RENTAL DUE IN WORDS] DOLLARS (\$####.##) payable in [##] [MONTHLY/WEEKLY] instalments 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 one check, pre-authorized debit or money order per [MONTH/WEEK]. 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 1st day of the [MONTH/WEEK]. If any rent payment is hand delivered to the Landlord, the Tenant should request a receipt from the Landlord as confirmation.

8. Dishonoured Check Fees

In each instance that Tenant presents a check to Landlord for rent or any other amount due under this Lease Agreement is dishonoured by Tenant's bank for insufficient funds, "stop payment" or any other reason, a service charge of \$[##.##] will be assessed.

9. Late Charges

If Tenant fails to pay the rent in full on the day it is due, Tenant will be assessed a late charge of \$25.00. Landlord reserves and in no way waives the right to insist on payment of the rent in full on the date that the same is due.

10. Prorated First Month's Rent

The prorated rent from the commencement of this Lease Agreement to the first day of the following [MONTH/WEEK] is \$[###.##], which amount shall be paid at the execution of this Lease Agreement.

11. Security Deposit [Note to landlord: not to exceed 1 week's rent, if a week-to-week tenancy, otherwise not to exceed 1 month's rent.]

A security deposit of [AMOUNT OF DEPOSIT IN WORDS] DOLLARS (\$####.##) collected from Tenant shall be held by the Landlord as security against loss from damage, nonpayment of rent, or any other breach of this Lease by Tenant. The security deposit paid to the Landlord or an agent of the Landlord with respect to the Premises shall be held by the Landlord in trust for the Tenant in accordance with the Act.

12. Return of Security Deposit

Within seven (7) days, excluding Saturdays, Sundays, and holidays, after the termination of this Lease Agreement, the Landlord shall, unless the Tenant agrees in writing at the termination of the tenancy that the Landlord is entitled to retain all or a portion of the security deposit:

- (a) pay to the Tenant the security deposit and any accrued interest; or

Initials: _____

- (b) where the Landlord intends to retain all or a portion of the security deposit:
- (i) pay to the Tenant the portion of the security deposit that the Landlord does not intend to retain and any accrued interest;
 - (ii) apply to the Rentalsman pursuant to Section 47 of the Act for an order respecting the disposition of the security deposit; or
 - (iii) supply the Rentalsman with the details respecting the claim as required by the Rentalsman.

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