

RESIDENTIAL LEASE AGREEMENT - NUNAVUT

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

The Landlord shall comply, as far as it is liable to as Landlord, with all the requirements and the laws and ordinances of or in force in Nunavut, or of any municipal by-law, including without limitation under the Act, as amended.

3. Duration

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

Notwithstanding that a fixed date for the end of the tenancy is specified, the Landlord and Tenant agree that the tenancy is renewed on that date on a month to month basis unless a new residential lease agreement has been entered into and the renewal is subject to a rent increase made in accordance with the Act or the Agreement has been terminated.

OR

The duration of this Agreement shall be from [WEEK/MONTH] to [WEEK/MONTH]

4. Rent

The rent due under this Agreement is payable in [##] [MONTHLY/WEEKLY] installments of \$[####.##] per [MONTH/WEEK]. The first rent payment is due on the [##] day of [MONTH], [YEAR] with subsequent payments to be made on the [##] day of each [MONTH/WEEK] during the term of this Agreement. Rent payments shall be paid by one cheque, pre-authorized debit or money order per [MONTH/WEEK].

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 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 [##] 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.

Where the Tenant has not been given a copy of this Agreement, the Tenant may pay any rent owing to a Rental Officer of Nunavut (the "Rental Officer") rather than the Landlord.

5. Rent Increases

The Landlord may increase the rent on the Premises only once in any twelve (12) month period during the term of the tenancy by giving at least three (3) months notice to the Tenant.

6. Dishonored Cheque Fees

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

7. Late Charges

If Tenant fails to pay the rent in full within [##] days after the same becomes due, Tenant shall be assessed a late charge of \$[##.##]. 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.

8. Security Deposit

The Landlord and Tenant agree that a security deposit is not required.

OR

The Landlord and Tenant agree that a security deposit is required in the amount of \$[###.##] and shall not exceed: