

## RESIDENTIAL TENANCY AGREEMENT (Prince Edward Island)

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. (the "Agreement")

BETWEEN:

[NAME OF TENANT(S)]

[address]  
(the "Tenant")

- and -

[NAME OF LANDLORD]

[address]  
(the "Landlord")

### 1. Address of Rental Premises

The rental premises is a [enter the appropriate option: single family home, portion of a duplex or row housing, room, mobile home, mobile home site, an apartment] located at \_\_\_\_\_ (apt. or suite no.) \_\_\_\_\_ (street address) \_\_\_\_\_ [city], Prince Edward Island, \_\_\_\_\_ (postal code) (the "Premises").

### 2. Term

The Term of this Agreement shall be a [choose the appropriate option]:

daily or week-to-week tenancy which shall begin on \_\_\_\_\_, 20\_\_\_\_  
 month-to-month tenancy which shall begin on \_\_\_\_\_, 20\_\_\_\_  
 fixed term tenancy which shall begin on \_\_\_\_\_, 20\_\_\_\_ and end on \_\_\_\_\_, 20\_\_\_\_.

If the tenancy is for a fixed length of time, at the end of the fixed time [choose the appropriate option]:

the tenancy may continue on a month-to-month basis or for another fixed time.  
 the tenancy shall end.

### 3. Rent

The rent shall be \$###.## per week / month and shall be payable in advance on or before the \_\_\_\_\_ day of each week / month. The first week's / month's rent shall be payable on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Rent cheques shall be made payable to the Landlord at the address hereinbefore stated, or at such other address as the Landlord may designate in writing. Tenant shall reimburse Landlord for any fees assessed by Landlord's bank for a rent cheque returned by the bank for any reason.

If the rent is late, Tenant agrees to pay a late fee of \$##.## per day for each day the rent remains unpaid (not to exceed 1% per month of the monthly rent) and the Landlord may, on the following day the rent was due, issue a Notice of Termination by Lessor of Rental Agreement to the Tenant, which shall take effect not earlier than twenty (20) days after the date the Notice is given.

The Tenant may, within ten (10) days of being served a Notice of Termination by Lessor of Rental Agreement, deliver to the Landlord all the rent due as of that date whereupon the Notice shall be void.

### 4. Landlord's Agent [if applicable]

The following person is authorised to act as Agent on behalf of the Landlord and is specifically authorised to accept notice of the Tenant's complaints and to accept any service of legal process or notice:

[name of agent]

[address of agent]  
[phone number]  
[fax number]

**5. Occupancy & Use of Premises**

Occupancy of the Premises is limited solely to the individuals listed below: *[list all adults and children who shall be living in the Premises]*

The Landlord may not stop the Tenant from having guests in the Premises under reasonable circumstances. If the number of permanent occupants violates public health or fire safety standards prescribed in any Act or Regulations of the province of Prince Edward Island, the Landlord may serve a Notice of Termination by Lessor of Rental Agreement to the Tenant. Disputes regarding the notice can be resolved as prescribed under the *Rental of Residential Property Act*.

The Premises shall be used for residential purposes only. It shall not be used for business, illegal or other non-residential activities.

Initials: \_\_\_\_\_