

MONTH TO MONTH TENANCY AGREEMENT - CONDOMINIUM

The tenancy created by this Tenancy Agreement is governed by the *Residential Tenancies Act* (the "RTA") and if there is a conflict between this Tenancy Agreement and the RTA, the RTA prevails.

THIS TENANCY AGREEMENT made effective the _____ day of _____, _____.

BETWEEN:

[NAME OF LANDLORD]
[Address]
(hereinafter referred to as the "Landlord")

-and-

[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. Condominium Property Act to Apply

If there is a conflict between the provisions of the *Condominium Property Act* and the RTA, the *Condominium Property Act* will apply to this Tenancy Agreement.

2. 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: _____, Alberta

together with the non-exclusive use in common with others entitled thereto of the Common Areas of the Building, as well as exclusive use of those parts of the Common Areas (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 By-laws and Rules and Regulations (collectively, the "By-laws") of Condominium Corporation No. _____ (the "Condominium Corporation").

3. Term

Landlord hereby rents the Premises to Tenant, "as is", to commence on the _____ day of _____, _____ (the Commencement Date") and to continue on a month to month basis until the tenancy is terminated as provided herein.

4. Use of Premises

Tenant agrees to use the Premises as a residential premises only, and shall not allow the Premises to be occupied by any persons other than Tenant and Tenant's minor children as listed below: *[list all children]*

Name of Child	Birthdate
---------------	-----------

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 Areas or in the Building of which they form a part.

5. Rent

Tenant shall pay as rent to Landlord the amount of [RENTAL AMOUNT IN WORDS] DOLLARS (\$_____) of lawful money of Canada, payable in advance on the first day of each and every month; the first of such payments to be made on the Commencement Date. Tenant agrees to pay rent and other amounts due hereunder to [Landlord / Landlord's agent] at _____ *[insert the address to which rent is to be paid]*, or such other address as [Landlord / Landlord's agent] directs in writing from time to time.

6. Security Deposit

Tenant shall pay Landlord a security deposit of [SECURITY DEPOSIT IN WORDS] DOLLARS (\$_____) *[Note to landlord: the security deposit cannot exceed one (1) month's rent.]* Within ten (10) days after Tenant surrenders possession of the Premises, Landlord shall return the security deposit to Tenant, with interest, less any permissible deductions, in accordance with the RTA.

THIS IS A 13-PAGE DOCUMENT.