

RESIDENTIAL LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS AGREEMENT (the "Lease") made in duplicate this ____ day of _____, _____.

BETWEEN:

(name of landlord)

(address)
(hereinafter referred to as the "Landlord")

- and -

(name of tenant)
(hereinafter referred to as the "Tenant")

RECEIPT IS HEREBY ACKNOWLEDGED by the Landlord of a deposit in the sum of \$ _____ from the Tenant, which upon acceptance of this Lease by the Landlord, shall be applied to the first (1st) month's rent under this Lease.

Notwithstanding the above, in the event that this Lease is not accepted by the Landlord or Landlord's authorized agent within five (5) days following the date on which it is signed by the parties, the total deposit and any other amounts paid by the Tenant shall be refunded to the Tenant. Upon acceptance of this Lease by the Landlord, all amounts received by the Landlord from the Tenant shall be non-refundable.

Part 1 - Terms and Conditions of Lease

THE LANDLORD AND THE TENANT HEREBY AGREE AS FOLLOWS:

1. Premises

The Landlord hereby leases to the Tenant the Premises municipally described as _____, _____ (city), Alberta and legally described as: (give legal description of the Premises)

(hereinafter called the "Premises"), for use and occupation as a residential dwelling only, subject to the terms and conditions set forth in this Lease. In addition to the Premises, the Landlord also leases to the Tenant the following appliances and items, which the Tenant agrees to keep clean and in good condition, ordinary wear and tear excepted:

Refrigerator, range and range hood, dishwasher, washer and dryer, _____

2. Term and Renewal

This Lease shall run for a fixed term (the "Term") of _____ (__) year(s), commencing at 12:00 noon on the first day of _____, 20__ ("Commencement Date") and expiring at 12:00 noon on the last day of _____, 20__ ("Expiration Date"), and no notice shall be required by either the Landlord nor the Tenant to terminate the tenancy at the end of the Term. There shall be no renewal of this Lease following the expiration of the Term.

3. Other Occupants

The Landlord and Tenant agree that, in addition to the Tenant, the Premises may from time to time be occupied only by the following other persons:

Name: _____

Age: _____ Relationship to Tenant: _____

Name: _____
Age: _____ Relationship to Tenant: _____

The Tenant agrees to notify the Landlord in writing of any other person or persons residing in the Premises on a full or part time basis for a continuous period of more than 14 days, and the failure to provide such written notice shall constitute a Default on the part of the Tenant.

4. Rent

- (a) The base rent shall be _____ DOLLARS (\$_____) per month (referred to as "the Base Rent"), to be paid on or before the first (1st) day of each calendar month to the Landlord at the address below, or such other place(s) as may be designated in writing by the Landlord from time to time.
- (b) When two or more persons comprise the Tenant for the purposes of this Lease, the Landlord may collect the rent due to the Landlord pursuant to this Lease from one, some or all of them; and their obligations hereunder shall be joint as well as several.
- (c) In the event that the Tenant takes possession of the Premises prior to the Commencement Date of this Lease, the Tenant shall pay to the Landlord a pro rated per diem amount of \$_____ per day for the Tenant's use and occupancy of the Premises until the Commencement Date, and all terms and conditions of this Lease shall apply during such period.
- (d) If any cheque for rent or any other charge hereunder is returned to the Landlord by the Tenant's bank for any reason, an administrative charge of \$_____ shall be assessed and shall be added to the Base Rent for that month and be recoverable in the same manner. The Landlord shall have the right to request that the Tenant thereafter provide certified cheques for rent and other payments due under this Lease, and any failure by the Tenant to do so shall constitute a Default under this Lease.
- (e) In the event that the Base Rent, or any portion thereof, is not paid on time and in full:
 - (i) the Tenant shall be in Default under this Lease;
 - (ii) the Option (as hereinafter defined) shall immediately become null and void; and
 - (iii) _____% of any Option Credits (as defined in Part 3 hereof) paid by the Tenant shall be automatically forfeited to the Landlord as liquidated damages and not as a penalty.

5. Security Deposit

The Landlord acknowledges receipt of a security deposit from the Tenant in the amount of _____ DOLLARS (\$_____). The Landlord shall deposit the security deposit in an interest-bearing account, and interest shall accrue in accordance with the provisions of the *Residential Tenancies Act*, S.A. 2004, c. R-17.1 or any successor or replacement legislation ("the Act"), and the total amount of the security deposit with interest (less any allowable deductions) will be either (i) paid to the Tenant when the Premises are vacated following the Expiration Date, or (ii) credited toward the purchase price in the event that the Tenant is not in Default and has validly exercised the Option in accordance with Part 2 hereof. The Landlord may deduct from the security deposit any amounts that the Landlord deems necessary to provide for:

- (a) repairing any damage to or loss of all or part of the Premises, fixtures, furniture, appliances and any other items leased pursuant to this Lease, excluding normal wear and tear, which damages have been caused by the Tenant or any person or persons invited or permitted on the Premises by the Tenant; or by animals or things allowed in the Premises by the Tenant. For clarification, burns and other marks on carpets, furnishings and walls shall not be considered normal wear and tear;

- (b) cleaning the Premises and any property rented with it (including but not limited to professional cleaning of the carpets and/or draperies) if the Tenant gives up possession of the Premises in a condition necessitating such cleaning;
- (c) payment of rent or other charges owing to the Landlord by the Tenant upon the termination or expiration of this Lease;
- (d) the discharge of any other obligations or liabilities of the Tenant to the Landlord.

The Tenant hereby expressly acknowledges that he is responsible for the amount of any damages or cleaning costs in excess of the security deposit. It is further agreed and understood that the Tenant cannot apply the security deposit against any rent owing to the Landlord during the Term. If the Tenant terminates this Lease or abandons the Premises within three (3) months of occupying the Premises, the security deposit shall be forfeited to the Landlord as liquidated damages to cover re-rental expenses and not as a penalty.

6. Utilities and Services

The Tenant shall pay for all charges for sewer, water, electrical, natural gas, trash collection, and other utilities and service charges respecting the Tenant's occupation and use of the Premises from the Commencement Date until the Expiration Date of this Lease, if the Tenant fails to exercise the Option hereunder.

7. Tenant's Covenants

The Tenant expressly covenants as follows:

- (a) to pay rent and other charges as and when the same are due;
- (b) at all times during his/her occupation of the Premises, to comply with all safety standards, provincial and municipal bylaws, fire, housing, sanitation and health regulations; and to not, through the Tenant's action or inaction, do anything or cause any situation by which a safety, fire or health hazard is created;
- (c) to use the Premises only as a residential dwelling and not for any other purposes;
- (d) not to willfully or negligently damage the Premises, or permit any guest or invitee of the Tenant to do so;
- (e) not to create a nuisance or break any conditions or rules and regulations contained in this Lease;
- (f) not to sublet, assign or re-rent the Premises, nor leave guests in charge of the Premises without the written consent of the Landlord (which consent shall not be unreasonably withheld);
- (g) not to interfere in any significant manner with the rights of either the Landlord, other tenants or occupants of properties near the Premises;
- (h) not to perform illegal acts or carry on any illegal trade, business or occupation in the Premises;
- (i) to maintain the Premises and any property leased with the Premises in a reasonably, clean, tidy and sanitary condition;
- (j) in the event that the Option is not exercised, to vacate and leave the Premises in clean condition and good repair on the Expiration Date;
- (k) during the term of this Lease, to pay the property taxes levied against the Premises.

THIS IS A 16-PAGE DOCUMENT, including attached Rules and Inspection Report forms.