

# DECLARATION OF THE RESIDENTIAL TENANCY ACT

the terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the *Residential Tenancy Act* or a regulation made under that Act, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.

- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) The requirement for agreement under subsection (2) does not apply to:
  - a) a rent increase given in accordance with the *Residential Tenancy Act*,
  - b) a withdrawal of, or a restriction on, a service or facility in accordance with the *Residential Tenancy Act*, or
  - c) a term in respect of which a landlord or tenant has obtained an arbitrator's order that the agreement of the other is not required.

## 2. BEGINNING AND TERM OF THE AGREEMENT (please fill in the dates and times in the spaces provided)

This tenancy created by this agreement starts on:

01 September 2023  
day month year

- Check ☒ A) and continues on a ☐ weekly ☐ bi-weekly ☐ C) and is for a fixed term of \_\_\_\_\_ days, \_\_\_\_\_ months, or \_\_\_\_\_ years, as defined in the Act.
- A, B or C ☐ B) and continues on a \_\_\_\_\_ day of the month, \_\_\_\_\_ month, \_\_\_\_\_ year, as defined in the Act.

### IF YOU CHOOSE

- Check ☐ D) At the end of the term, the landlord must offer the tenant a new tenancy agreement for a fixed length of time, as defined in the Act.
- D or E ☐ E) At the end of the term, the landlord must offer the tenant a new tenancy agreement for a fixed length of time, as defined in the Act.

Reason tenant

Residential Tenancy

\* If you choose

The tenant must move out on \_\_\_\_\_ day of the month, \_\_\_\_\_ month, \_\_\_\_\_ year, as defined in the Act.

Landlord's  
Initials

Tenant's  
Initials

## 3. RENT (please fill in the information in the spaces provided)

### a) Payment of Rent:

The tenant will pay the rent of \$ 88 \_\_\_\_\_ week ☒ month to the landlord on the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, ..., 31st) 1st day of each month subject to rent increases given in accordance with the RTA.

**The tenant must pay the rent on time.** If the rent is late, the landlord may issue a *Notice to End Tenancy for Unpaid Rent* (form RTB-30) to the tenant, which may take effect 10 days after the date the notice is given.

### b) What is included in the rent: (Check only those that are included and provide additional information, if needed.)

The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation or that is a material term of the tenancy agreement.

- |                                                        |                                                     |                                                              |                                                      |                                                            |
|--------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> Water              | <input type="checkbox"/> Natural gas                | <input checked="" type="checkbox"/> Garbage collection       | <input checked="" type="checkbox"/> Refrigerator     | <input checked="" type="checkbox"/> Carpets                |
| <input type="checkbox"/> Cablevision                   | <input checked="" type="checkbox"/> Sewage disposal | <input checked="" type="checkbox"/> Recycling services       | <input checked="" type="checkbox"/> Dishwasher       | <input checked="" type="checkbox"/> Parking for 1 vehicles |
| <input checked="" type="checkbox"/> Electricity        | <input checked="" type="checkbox"/> Snow removal    | <input checked="" type="checkbox"/> Kitchen scrap collection | <input checked="" type="checkbox"/> Stove and oven   | <input type="checkbox"/> Other: _____                      |
| <input checked="" type="checkbox"/> Internet           | <input type="checkbox"/> Storage                    | <input checked="" type="checkbox"/> Laundry (coin-op)        | <input checked="" type="checkbox"/> Window coverings | <input type="checkbox"/> Other: _____                      |
| <input checked="" type="checkbox"/> Heat               | <input type="checkbox"/> Recreation facilities      | <input type="checkbox"/> Free laundry                        | <input checked="" type="checkbox"/> Furniture        | <input type="checkbox"/> Other: _____                      |
| <input type="checkbox"/> Additional information: _____ |                                                     |                                                              |                                                      |                                                            |