FORM 1
STANDARD FORM OF RENTAL AGREEMENT
Pursuant to Section 9(1) of the Rental of Residential Property Act, hereinafter called “the Act,” and section 3 of the Regulations

PARTIES
I. THIS AGREEMENT MADE this _______________________ day of ___________________, 20 _____,
BETWEEN:

_________________________________ ______________________________________________
(Name)
hereinafter called the LESSOR
__________________________________ ______________________________________________
(Street Address and Post Office Box where applicable)
__________________ _______________________________ _____ __________________________
(Community) (Postal Code)
(Telephone Number(s))

AND

________________________________________________________
(Street Address and Post Office Box where applicable)
_______________________ _________________________________________________________
(Community) (Postal Code)
_______________________ _____________________________________ ____________________
(Telephone Number(s))
hereinafter called the LESSEE(s).

PREMISES
II. In consideration of the mutual benefits and promises herein, THE PARTIES AGREE THAT:

1. The lessor will rent to the lessee and the lessee will rent from the lessor the following residential premises:

________ Apartment  ________ Single Family Home
________ Room  ________ Mobile Home
________ Portion of Duplex or Row Housing ________ Mobile Home Site

located at ________________________________________________________________________
(Street Address and Apartment Number where applicable)
________________________________________ ______________ ______________ ____________
(Community) (Postal Code)

The Superintendent or Property Manager of the residential premises (if different from the lessor) is
________________________________________________________________________________
(Name)

________________________________________ ______________ ______________ ____________
(Community) (Postal Code)
(Street Address and Post Office Box where applicable)

(Telephone Number(s))

TERM
2. This agreement is to begin on the ____________ day of ______________ , 20 _____.

OR

This agreement is to begin on the ____________ day of ______________ , 20 _____,
and end on the ____________ day of ______________ , 20 _____.

FIXED TERM

RENT
3. The lessee will pay rent at the following rate:

$ __________________________ per ________________________ (Week/Month).

The first payment of rent is due on the ____________ day of each ______________ (week/month).
Payments shall be delivered/mailed to

________________________________________________________
(Name)

________________________________________________________
(Address)
4. The rent mentioned above includes payments for the following services and facilities:

- Heat
- Water
- Hot Water
- Electricity
- Cooking Stove
- Refrigerator
- Washer & Dryer (without charge)
- Washer & Dryer (coin operated)
- Cable TV Hook-up Apparatus
- Cable TV Service
- Janitorial Service for Common Areas
- Parking
- Snow Removal for Parking Lot & Walkways
- Grass Cutting
- Other (Specify)

The following services and facilities are the responsibility of the Lessee:

- None
- Other (Specify)

5. A security deposit is not required. 

OR

A security deposit in the amount of $________ has been/is to be paid by the lessee to the lessor. (Not to exceed one week's rent under a weekly agreement: otherwise, one month's rent.)

III. THE PARTIES ACKNOWLEDGE THAT

1. By operation of sections 6 and 7 of the Act, the statutory conditions set out in those sections (a copy of which is attached as Schedule “A”) apply to this agreement.

2. By operation of section 11 of the Act, the lessee may terminate this agreement by serving on the lessor a notice of termination in accordance with the notice requirements set out in subsection 11(2) (a copy of which is attached as Schedule “B”).

3. By operation of section 12 of the Act, the lessor may not terminate this agreement other than for a cause set out in sections 13, 14, or 15 of the Act and in accordance with the applicable notice requirement as set out in those sections (a copy of which is attached as Schedule “C”).

IV. THE PARTIES AGREE THAT

1. The additional terms or conditions [if any] set out on Schedule “D” and initialed by both parties apply to this rental agreement.

2. This agreement is binding upon the lessor, his/her heirs, assigns, personal representatives, and successors in title, and the lessee and his/her assigns.

WITNESS

LESSEE

WITNESS

LESSEE

WITNESS

LESSEE

NOTE:

ONCE THE LESSEE SIGNS, THE LESSOR MUST ENSURE THAT THE LESSEE RECEIVES A COPY OF THE AGREEMENT AND INFORMATION RE THE PREMISES. (See ss. 30 and 31 of Act, attached as Schedule “E”.)

SCHEDULE “A”

STATUTORY CONDITIONS

6. Notwithstanding any agreement, waiver, declaration or other statement to the contrary, where the relationship of lessor and lessee exists in respect of residential premises by virtue of this Act or otherwise, there shall be deemed to be a rental agreement between the lessor and lessee, with the following conditions applying as between the lessor and lessee as statutory conditions governing the residential premises:

1. Condition of Premises

The lessor shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any enactment respecting standards of health, safety or housing notwithstanding any state of non-repair that may have existed at the time the agreement was entered into.
2. Services
Where the lessor provides or pays for a service or facility to the lessee that is reasonably related to the lessee's continued use and enjoyment of the premises, such as heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the lessor shall not discontinue providing or paying for that service to the lessee without permission from the Director.

3. Good Behaviour
The lessee and any person admitted to the premises by the lessee shall conduct themselves in such a manner as not to interfere with the possession, occupancy or quiet enjoyment of other lessees.

4. Obligation of the Lessee
The lessee shall be responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by any willful or negligent act of the lessee or of any person whom the lessee permits on the premises, but not for damage caused by normal wear and tear.

5. Subletting Premises
(1) Where a fixed term rental agreement is for a period greater than six months, the lessee may assign or sublet the premises subject to the consent of the lessor, which consent will not unreasonably be withheld or charged for unless the lessor has actually incurred expense in respect of the grant of consent, in which case he shall be entitled to recover such reasonable expenses as were actually incurred.

(2) Subsection (1) does not apply to:
(a) a rental agreement in respect of residential premises that are developed under the National Housing Act R.S.C. 1985, Chap. N-11 or the Housing Corporation Act R.S.P.E.I. 1988, Cap. H-11 and are administered by or for the Government of Canada, the Government of the province, or an agency thereof;
(b) non-profit housing; or
(c) co-operative housing where the lessee is a member of the housing co-operative.

6. Entry of Premises
Except in the case of an emergency, the lessor shall not enter the premises without the consent of the lessee unless the lessor has served written notice stating the date and time of the entry to the lessee at least twenty-four hours in advance of the entry and the time stated is between the hours of 9 a.m. and 9 p.m.

7. Entry Doors
Except by mutual consent, the lessor or the lessee shall not during occupancy under the rental agreement alter or cause to be altered the lock or locking system on any door that gives entry to the premises.

8. Late Payment Penalty
Where the rental agreement contains provision for a monetary penalty for late payment of rent, the monetary penalty shall not exceed one per cent per month of the monthly rent.

9. Quiet Enjoyment
The lessee shall have quiet enjoyment of the residential premises, and shall not be barred from free access to them during the term of the rental agreement.

10. Delivery of Possession
Where notice of termination has been given in accordance with this Act, and all remedies in relation thereto have been exhausted, the lessee shall deliver up possession of the residential premises.

7. In addition to the statutory conditions set out in section 6, the following statutory conditions apply in respect of an agreement to rent a mobile home site or a mobile home:

1. Other than withholding, on reasonable grounds, his consent to a subletting of the mobile home site, the lessor shall not restrict in any way the right of a lessee of a mobile home site from selling, renting or otherwise parting with the possession of a mobile home owned by the lessee.

2. The lessor shall not receive any compensation or benefit from any negotiations of the lessee to trade, sell, rent or otherwise part with possession of a mobile home situate on that site, unless provided for in a separate written agency agreement that is entered into by the lessee after the lessee has entered into the rental agreement and has moved onto the site.

3. (1) The lessor of a mobile home site shall not require a lessee to pay a fee where the lessee is moving a mobile home to or from a site.

(2) Subsection (1) does not preclude a lessor from requiring a lessee to pay any reasonable expenses or damages which the lessor has actually incurred as a result of the moving or removing.

4. (1) Except as provided in this condition, the lessor shall not restrict in any way the right of the lessee to purchase goods or services from the person of the lessee's choice.

(2) The lessor may set reasonable standards for mobile home equipment.

5. The lessor is responsible for compliance with any municipal bylaws or other enactment in respect of the common areas of the mobile home park and the services provided by the lessor to the lessee in the mobile home park.

6. The lessee is responsible for compliance with any municipal bylaws or other enactment in respect of the mobile home and the mobile home site on which it is located to the extent that the lessee is not responsible.

SCHEDULE "B"

11. (1) A lessee may terminate a rental agreement by serving on the lessor a notice of termination which complies with section 18.

(2) A notice of termination is to be served by the lessee:
(a) if the premises are let under a fixed term agreement, at least two months before the expiration of any fixed term, to be effective on the last day of that term;
(b) if the premises are let from month to month, at least one month before the due date for payment of rent, to be effective on the day preceding the due date;
(c) if the premises are let from week to week, at least one week before the due date for payment of rent, to be effective on the day preceding the due date.

SCHEDULE “C”

13. (1) Where a lessee fails to pay rent in accordance with the rental agreement, the lessor may, on any day following the day the rent was due, serve the lessee with a notice of termination to be effective not earlier than twenty days after the date it is served.

(2) A lessee may, within ten days of being served with a notice of termination under subsection (1) deliver to the lessor all the rent due as of that date, whereupon the notice shall be void.

(3) Where a lessee is persistently or habitually late in the payment of rent the lessor may apply to the Director for such order, including termination of the rental agreement as the Director considers just.

(4) This section applies in place of all other remedies, statutory or otherwise, for failure to pay rent.

14. (1) The lessor may also serve a notice of termination upon the lessee where
(a) the lessee is the owner of residential premises comprising not more than two rental units;
(b) the lessee enters into an agreement of sale of the residential premises to a purchaser;
(c) the purchaser has sworn an affidavit that he wishes to have possession of the premises for occupation by himself, his spouse, children or parents or the parents of his spouse,
(d) demolish the premises,
(e) the safety or other lawful right or interest of the lessor or other lessee in the residential property has been seriously impaired by an act or omission of the lessee or a person permitted in or on the residential property or residential premises by him;
(f) the number of persons permanently occupying the residential premises violates public health or fire safety standards prescribed by any Act or regulations;
(g) the residential premises must be vacated to comply with an order by a provincial, regional or municipal government authority respecting zoning, health, safety, building or fire prevention standards;
(h) the lessor has purported to assign or sublet the residential premises in violation of this Act;
(i) the lessee has knowingly misrepresented the residential property or residential premises to a prospective lessee or purchaser of the residential property or residential premises;
(j) the lessee or another person permitted in or on the residential property or residential premises has not maintained or kept up the premises in a reasonable state of repair;
(k) the lessee has failed to give within thirty days after the date he entered into a rental agreement, the security deposit requested pursuant to section 10;
(l) the lessee has knowingly misrepresented the residential property or residential premises to a prospective lessee or purchaser of the residential property or residential premises;
(m) the lessee has failed to pay rent in accordance with the rental agreement, the lessor may, on any day following the day the rent was due, serve the lessee with a notice of termination to be effective not earlier than twenty days after the date it is served whereupon the notice shall be void.
(n) the lessee enters into an agreement of sale of the residential premises to a purchaser; and
(o) the lessor enters into an agreement of sale of the residential premises to a purchaser; and
(p) the purchaser has sworn an affidavit that he wishes to have possession of the premises for occupation by himself, his spouse, children or parents or the parents of his spouse,
(q) demolish the premises,
(r) the lessee has knowingly misrepresented the residential property or residential premises to a prospective lessee or purchaser of the residential property or residential premises;
(s) the lessee has failed to pay rent in accordance with the rental agreement, the lessor may, on any day following the day the rent was due, serve the lessee with a notice of termination to be effective not earlier than twenty days after the date it is served whereupon the notice shall be void.
(t) the lessee enters into an agreement of sale of the residential premises to a purchaser; and
(u) the purchaser has sworn an affidavit that he wishes to have possession of the premises for occupation by himself, his spouse, children or parents or the parents of his spouse,
(v) demolish the premises,
(w) the lessee has knowingly misrepresented the residential property or residential premises to a prospective lessee or purchaser of the residential property or residential premises;
(x) the lessee has failed to pay rent in accordance with the rental agreement, the lessor may, on any day following the day the rent was due, serve the lessee with a notice of termination to be effective not earlier than twenty days after the date it is served whereupon the notice shall be void.
(y) the lessee enters into an agreement of sale of the residential premises to a purchaser; and
(z) the purchaser has sworn an affidavit that he wishes to have possession of the premises for occupation by himself, his spouse, children or parents or the parents of his spouse,
(aa) demolish the premises,
(ab) the lessee has knowingly misrepresented the residential property or residential premises to a prospective lessee or purchaser of the residential property or residential premises;
(ac) the lessee has failed to pay rent in accordance with the rental agreement, the lessor may, on any day following the day the rent was due, serve the lessee with a notice of termination to be effective not earlier than twenty days after the date it is served whereupon the notice shall be void.
(ad) the lessee enters into an agreement of sale of the residential premises to a purchaser; and
(ae) the purchaser has sworn an affidavit that he wishes to have possession of the premises for occupation by himself, his spouse, children or parents or the parents of his spouse,
(af) demolish the premises,
These additional terms or conditions may not conflict with the requirements of the Act.

SCHEDULE “E”

30. (1) Where a rental agreement in writing is executed by a lessee, the lessor shall ensure that a fully executed duplicate original copy of the agreement is delivered to the lessee at the time of signing or within twenty-one days after the lessee signed the agreement.

(2) Where subsection (1) is not complied with, only the provisions of this Act and the standard form rental agreement are binding upon the lessee, and the lessee is not bound by any additional terms contained in the written agreement unless and until it is served on him in accordance with subsection (1).

(3) Where a written rental agreement has been entered into before the effective date and the lessee has not been supplied with a copy of the agreement, the lessor shall, within twenty-one days of the effective date deliver a copy of the agreement to the lessee in compliance with subsection (1).

31. (1) The lessor shall at the time of entering into the rental agreement provide the lessee with the following information in writing:
   (a) the name and address of the lessor;
   (b) the name and telephone number of the person responsible for the premises.

(2) Where the lessor rents more than one residential premises in the same building and retains possession of part for the use of all lessees in common, the lessor shall post and maintain posted in the common area a notice giving the information required by subsection (1).