

STANDARD LEASE EXAMPLE

Residential Tenancy Agreement (Standard Form of Lease)

Official Form provided by
the LTB

Note

This tenancy agreement (or lease) is required for tenancies entered into on March 1, 2021 or later. It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).

Residential tenancies in Ontario are governed by the Residential Tenancies Act, 2006. This agreement cannot take away a right or responsibility under the Residential Tenancies Act, 2006.

Under the Ontario Human Rights Code, everyone has the right to equal treatment in housing without discrimination or harassment

All sections on this agreement are mandatory and cannot be changed.

1. Parties to the Agreement

Residential Tenancy Agreement between:

Landlord(s)

1. Landlord's Legal Name

[Add a Landlord \(+\)](#)

Note:

See Part B in General Information

And Tenant(s)

| | |
|--------------|------------|
| 1. Last Name | First Name |
| 2. Last Name | First Name |
| 3. Last Name | First Name |
| 4. Last Name | First Name |

[Add a Tenant \(+\)](#)

2. Rental Unit

The landlord will rent to the tenant the rental unit at:

| | | |
|--------------------------------------|----------------------------|-------------|
| Unit (e.g., unit 1 or basement unit) | Street Number | Street Name |
| City/Town | Province Ontario | Postal Code |

Number of vehicle parking spaces and description (e.g., indoor/outdoor, location)

The rental unit is a unit in a condominium.

Yes No

If yes, the tenant agrees to comply with the condominium declaration, by-laws and rules, as provided by the landlord.

3. Contact Information

Address of Giving Notices or Documents to the Landlord

| | | | |
|-----------|---------------|----------------------|--------|
| Unit | Street Number | Street Name | PO Box |
| | | | |
| City/Town | Province | Postal Code/ZIP Code | |
| | | | |

Both the landlord and tenant agree to receive notices and documents by email, where allow by the Landlord and Tenant Board's Rules of Procedure.

Yes No

If yes, provide email addresses:

The landlord's is providing phone and/or email contact information for emergencies or day-to-day communications:

Yes No

If yes, provide information:

Note:

See Part B and E in General Information

4. Term of Tenancy Agreement

This tenancy starts on:
Date (yyyy/mm/dd)

This tenancy agreement is for: (select an option below and fill in details as needed)

a fixed length of time ending on: _____
Date (yyyy/mm/dd)

a monthly tenancy

other (such as daily, weekly, please specify): _____

Note:

The tenant does not have to move out at the end of the term. See Parts C and D in General Information

5. Rent

a) Rent is to be paid on the e.g., first, second, last) day of each (select one):

Month

Other (e.g., weekly) _____

b) The Tenant will pay the following rent:

Base rent for the rental unit

Base rent for the rental unit

Other services and utilities (specify if applicable):

| | |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> |

Total Rent (Lawful Rent)

Add Service or Utility (+)

This is the lawful rent for the unit, subject to any rent increases allowed under the Residential Tenancies Act, 2006. For example, the landlord and tenant may agree to a seasonal rent increase for additional services of air conditioning or a block heater plug-in. This amount does not include any rent discounts (see Section 7 and Part G in General Information).

c) Rent is payable to:

d) Rent will be paid using the following methods:

Note:

The tenant cannot be required to pay rent by post-dated cheques or automatic payments, but can choose to do so.

e) If the first rental period (e.g., month) is a partial period, the tenant will pay a partial rent of \$ on on . This partial rent covers the rental of the unit from to .
Date (yyyy/mm/dd) Date (yyyy/mm/dd) Date (yyyy/mm/dd)

f) If the tenant's cheque is returned because of a non-sufficient funds (NSF), the tenant will have to pay the landlord's administration charge of \$ plus any NSF charges made by the landlord's bank.

Note:

The Landlord's administration charge for an NSF cheque cannot be more than \$20.00

6. Services and Utilities

The following services are included in the lawful rent for rental unit, as specified:

- | | | | | |
|----------------------------|---|--|------------------------------------|--------------------------------------|
| Gas | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | |
| Air conditioning | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | |
| Additional storage space | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | |
| On-Site Laundry | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> No Charge | <input type="checkbox"/> Pay Per use |
| Guest Parking | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> No Charge | <input type="checkbox"/> Pay Per use |
| Other <input type="text"/> | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | |
| Other <input type="text"/> | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | |
| Other <input type="text"/> | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | |

Add Service (+)

Provide details about services or list any additional services if needed (If necessary add additional pages):

The following utilities are the responsibility of:

- Electricity Landlord Tenant
- Heat Landlord Tenant
- Water Landlord Tenant

If the tenant is responsible for any utilities, provide details of the arrangement, e.g. tenant sets up account with and pays the utility provider, tenant pays a portion of the utility costs (if necessary add additional pages):

7. Rent Discounts

Select one:

- There is no rent discount
- or
- The lawful rent will be discontinued as follows:

Provide description of rent discount (if necessary add additional pages):

Note:
See Part G in General Information for what types of discounts are allowed.

8. Rent Deposit

Select one:

- A rent deposit is not required
- or
- The tenant will pay a rent deposit of \$. This can only be applied to the rent for the last rental period of the tenancy

Has to be equivalent to last month's rent

Note:
This amount cannot be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less. This cannot be used as a damage deposit. The landlord must pay the tenant interest on the rent deposit every year. See Part H in General Information.

9. Key Deposit

Select one:

A key deposit is not required

or

The tenant will pay a refundable key deposit of \$ [redacted] to cover the cost of replacing the keys, remote entry devices or cards if they are not returned to the landlord at the end of the tenancy.

Usually not exceeding \$250.
LTB has ruled that \$400 is too high

If a refundable key deposit is required, provide description and number of keys, access cards and remote entry devices:

Note:

The key deposit cannot be more than the expected replacement cost. See Part H in General Information.

10. Smoking

Under provincial law, smoking is not allowed in any indoor common areas of the building. The tenant agrees to these additional rules on smoking:

Select one:

None

or

Smoking rules

Provide description of smoking rules (if necessary add additional pages):

Note:

In making and enforcing smoking rules, the landlord must follow the Ontario Human Rights Code. See Parts M and S in General Information

11. Tenant's Insurance

Select one:

There are no tenant insurance requirements.

or

The tenant must have liability insurance at all times. If the landlord asks for proof of coverage, the tenant must provide it. It is up to the tenant to get contents insurance if they want it.

12. Change to the Rental Unit

The tenant may install decorative items, such as pictures or window coverings. This is subject to any reasonable restrictions set out in the additional terms under Section 15.

The tenant cannot make other changes to the rental unit without the landlord's permission.

13. Maintenance and Repairs

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards.

The tenant must repair or pay for undue damage to the rental unit or property caused by the willful or negligent conduct of the tenant, the tenant's guest or another person who lives in the rental unit.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

Note:

See Part J in General Information.

14. Assignment and Subletting

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a sublet or potential assignee.

Note:

There are additional rules if the tenant wants to assign or sublet the rental unit. See Part P in General Information

15. Additional Terms

Landlords and tenants can agree to additional terms. Examples may include terms that:

- Require the landlord to make changes to the unit before the tenant moves in, and
- Provide rules for use at common spaces and/or amenities.

These additional terms should be written in plain language and clearly set out what the landlord or tenant must or must not do to comply with the term. If typed, the additional terms should be in a font size that is at least 10 points.

An additional term cannot take away a right or responsibility under the Residential Tenancies Act, 2006.

If a term conflicts with the Residential Tenancies Act, 2006 or any other terms set out in this form, the term is void (not valid or legally binding) and it cannot be enforced. Some examples of void and unenforceable terms includes those that:

- Do not allow pets (however, the landlord can require the tenant to comply with condominium rules, which may prohibit certain pets).
- Do not allow guests, roommates, any additional occupants.
- Require the tenant to pay deposits, fees or penalties that are not permitted under the Residential Tenancies Act 2006 (e.g., damage or pet deposits, interest on rent arrears), and
- Require the tenant to pay for all or part of the repairs that are the responsibility of the landlord.

Very important

See General Information for more details.

The landlord and tenant may want to get legal advice before agreeing to any additional terms.

Select one:

There are no additional terms.

or

This tenancy agreement includes an attachment with additional terms that the landlord and tenant agreed to

16. Changes to this Agreement

After this agreement is signed, it can be changed only if the landlord and tenant agree to the changes in writing.

Note:

The Residential Tenancies Act, 2006 allows some rent increases and requires some rent reductions without agreement between the landlord and tenant. See Part I in General Information.

17. Signatures

By signing this agreement, the landlord(s) and the tenant(s) agree to follow its terms. The landlord(s) or tenant(s) can sign this lease electronically if they both agree.

Unless otherwise agreed in the additional terms under Section 15, if there is more than one tenant, each tenant is responsible for all tenant obligations under this agreement, including the full amount of rent.

Landlord(s):

| Name | Signature | Date (yyyy/mm/dd) |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

[Add a Landlord \(+\)](#)

[Remove a Landlord \(-\)](#)

Tenant(s):

| | | |
|----------------------|----------------------|----------------------|
| Name | Signature | Date (yyyy/mm/dd) |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Name | Signature | Date (yyyy/mm/dd) |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Name | Signature | Date (yyyy/mm/dd) |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Name | Signature | Date (yyyy/mm/dd) |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

[Add a Tenant \(+\)](#)

[Remove a Tenant \(-\)](#)

Note:

All of the landlords and tenants listed on the first page in Section 1 (Parties to the Agreement) must sign here. The landlord must give a copy of this agreement to the tenant within 21 days after the tenant signs it.

The following is an example of what housing companies can add on top of the standard lease.

HOUSING COMPANY A

SCHEDULE A

LIST OF FURNITURE AND CHARGE BACK LIST

List of Furniture items included with prices. All that apply are checked during move in by tenant on Move-In Inspection list. This list will be handed back to Housing Company A within 24 hours of move in or it will be assumed that all items are in perfect condition and present.

Furniture Deposit Required:

LIVING ROOM/KITCHEN

- Upholstered Sofa - \$706.00
- Ottoman - \$500.00
- Coffee Table - \$350.00
- Blinds - 6150.00
- Bay Table - \$350.00
- Bar Stool - \$200.00
- Cupboard/Drawer Replacement - \$150.00-\$300.00
- Light Fixture - \$125.00

- Under Bed Drawer - \$200.00
- Bedside Table - \$100.00
- Mattress - \$600.00
- Desk - \$400.00
- Desk Chair - \$200.00
- Bookshelf - \$200.00
- Armoire* - \$500.00
- Closet Door* - \$500.00
- Vanity Mirror - \$100.00
- Medicine Cabinet - \$250.00
- Light Fixture Replacement - \$125.00
- Towel Rack - \$75.00
- Toilet Paper Holder - \$40.00

BEDROOM/BATHROOM

- Bed Frame - \$500

SCHEDULE B

LIST OF APPLIANCES

- Dishwasher - \$500.00
- Stove - \$600.00
- Fridge - \$850.00

SCHEDULE C

NO SMOKING RULES

Due to the known risks due to exposure to second-hand smoke and damage caused by cigarettes and cannabis, as well as the increased risk of fire and maintenance costs:

- no Tenant, occupant, guest, invitee of visitor shall smoke any Cannabis or other tobacco cigarettes, cigars, electronics cigarette or any similar product whose use generates smoke or vapours within the building and the Leased Premises. This prohibition includes all residential units within the building, all balconies and patio, enclosed common areas, as well as outside within 9 meters of doorways, operable windows and air intakes;
This clause is not in effect should the tenant or occupant possess and produce to the Landlord valid medicinal cannabis license/prescription.
- "Smoking" shall include inhaling, exhaling, burning or electronic cigarettes or similar products whose use generates smoke or vapours;
- The Tenant, and or occupant shall provide written notice to the Landlord prior to the cultivation of any Cannabis, or similar plant in any part of the Leased Premises

Companies usually send an invoice based on those costs when claiming damages in a unit. Tenants should remember that only damages caused as a result of their "willful or neglectful conduct" can be claimed

Tenant should make sure that all of those are on site when moving in and, if not, inform the landlord in writing.

SCHEDULE D

CARE OF RENTAL UNIT

The first Tenant that arrives at the unit will perform an inspection of the common areas in addition to the room and notify the office within the specified hours sent out in the move in email. The remaining Tenants that arrive afterwards will only be responsible for an inspection their respective rooms. If the report is not submitted within 24 hours, it will be assumed that the unit was in perfect condition and the tenant will be responsible for any future damages to the unit.

The Tenant agrees to keep the unit in a reasonable state of cleanliness and shall be liable for costs of repair or damage to the Rental unit or furniture provided and listed in the move inspection report.

The Tenant is responsible for changing light bulbs, resetting breakers, unclogging toilets and unplugging sink drains. The Tenant shall not make any alterations including paint, wallpaper, nails or picture hangers without the Landlord's prior written approval and shall upon termination of the tenancy, remove any alterations and decorations and restore the Rental unit to the same condition as it was in on the date of commencement of this Tenancy Agreement, reasonable wear and tear excepted. The following is a list of approximate charges for a variety of damage. The charges may be higher depending on the extent of the damages. The Tenant will be invoiced for all damages. Note all charges are subject to HST, additional charges may apply based on individual circumstances.

DELIVERY OF POSSESSION

If the Landlord is unable to provide possession of the Room on the Beginning Date because a financial com previous resident refuses to leave, or for any other reason, the Landlord will not be responsible for failure to give you possession on that date. However, the rent payable under this lease will be adjusted so that you will only be responsible for rent from the date possession of the Room is delivered to you. The original Expiry Date of the term of the Lease will not be extended but if the Room is not delivered to you within 30 days from the Beginning Date, either the tenant(s) or the Landlord may terminate this Lease by giving the other notice in writing. If you occupy the Room it shall be conclusive evidence that you were satisfied with the physical condition of the Rental Premises.

ENTRY

Tenant(s) agrees that all reasonable times during the term of this lease; Landlord or its agents may enter the Rented Premises for the purpose of inspection, cleaning, repairs or renovations as necessary provided reasonable notice is given to the tenants. Quarterly inspections of all units will be completed at the Landlord's discretion within reasonable notice. Furthermore, the Tenant(s) agrees that the Landlord may enter the leased premises in the manner specified under the provincial guidelines for the purpose of exercising its rights to show the premises to prospective new tenants. Emergency entry may also be necessary in the event of a fire, flood, or any other event that warrants emergency entry.

CARE OF PREMISES

Tenant(s) shall keep the Rented Premises in clean conditions and is responsible for replacing all light bulbs, fuses, resetting breakers and unclogging toilets. Should you need a plumber to unclog your toilet and it is found to be the Tenant's fault the toilet was clogged, the charge for the plumber will be the responsibility of the Tenant(s). Tenant(s) shall not make any alterations including paint, wallpaper, nails or picture hangers in the premises without the written consent of landlords.

LOCK AND KEYS

The Tenant shall not alter or add to the locking system or any entry or Room door of the Rented Premise without written permission of the Landlord. In the event Tenant locks themselves out of the Rental Premise, the Landlord shall not be obligated to unlock the rented premise under a certain time frame. The Tenant shall be responsible for all costs of re-entry. Keys must be returned upon termination of the Lease. Lost keys are subjected to replacement charges.

RULES AND REGULATIONS

The Tenant(s) agrees to comply with the Rules and Regulations of this Lease and to perform all covenants herein contained.

- Tenant(s) shall not remove any of the appliances provided nor bring any major appliances into The Rented Premises without prior written consent of Landlord and shall not use portable electric heaters, hot plates or portable window air conditioners and any breach of this rule will subject the Tenant(s) to a fine or extra fee at the Landlord's discretion.
- No bicycles should be kept inside individual units. Bicycles must be stored in the designated areas.
- It is expressly agreed and understood that garbage must not be stored for periods of time inside the unit but must be placed in the appropriate containers outside the Rented Premises as designated by the Landlord. If applicable, move these containers to the curb and back on garbage/recycling day. Should a pest control problem, such as mice or any other vermin, be caused by a result of continually leaving opened food and garbage around the property, the charge of pest removal will be at the cost of the Tenant(s).
- Tenant(s) shall not keep any pets on the property without written consent from the Landlord.
- Landlord shall not be liable with respect to Tenant's or guests vehicle parking fines, loss or damage to vehicles, including contents, for vehicles parked at the Rental Premises. No parking on grass.

Tenant should take pictures and make note when moving in the unit for the first time, even if it is not the 'first one arriving'.

Tenant is liable only for damages caused by willful or neglectful conduct, not normal wear and tear.

Only basis interventions, not issues that are related to the general state of repairs of the building or rental.

As long as it is reasonable, it could be disputed that such a clause prevents a tenant from enjoyment its rental unit and is not causing willful or neglectful damages to the property.

A landlord cannot escape its responsibility. A tenant could request to be provided with a comparable unit or seek financial compensation.

If the condition of the rental premises is not satisfactory and the tenant still moves in, the issue should be immediately be raised in writing.

If the condition of the rental premises is not satisfactory and the tenant still moves in, the issue should be immediately be raised in writing.

This is the purpose of the key deposit.

Proposed Amendments to Clarify and Enhance Rental Rules Related to Air Conditioning (lean more here) - this might change the right of a landlord to prohibit AC in rental unit

This is correct BUT Landlords have the responsibility for ensuring their premises are pest free. Otherwise, they are considered in breach of the RTA. A rental unit infested with bugs is not in a good state of repair or fit for habitation and could also constitute substantial interference with reasonable enjoyment. Landlords are therefore required to bear those costs unless it can be proven the issues is caused by the tenant's neglect

No pets clause are illegal in Ontario. In the event of damages caused by the pets, it has to be more than what one would consider "normal wear and tear"

- i. Private vehicles or other motorized vehicles will be parked only in spaces or areas allotted to them by the Landlord and not in any other spaces. Marking is not guaranteed.
- ii. Any vehicle to be parked in a location other than the allocated parking, or areas, or should any such vehicle remain in the allotted parking space or area for such time that we believe the vehicle has been abandoned, the Landlord shall be entitled to remove the vehicle from the Property at the Owner's risk and expense.
- f. The Landlord will maintain access to and from the Rented Premises including snow removal from the walkways and sidewalks. At the Landlord's discretion, driveways and sidewalks are excluded from snow removal if the Rented Premises is a house, then it is the responsibility of the Tenant(s).
- g. Heat to be maintained at a temperature of not less than 15 degrees Celsius while tenants are holidays so as not to freeze pipes.
- h. Tenant(s) to notify in writing of any damage or structure defects, defective fire alarms, fire extinguishers and exit lights. The Tenant(s) agrees not to remove or tamper with any fire alarm or extinguisher.
- i. There are no barbecues permitted on balconies or inside the Rental Premise.
- j. Tenant(s) agrees to not cause or permit any noise or interferences which are disturbing to comfort or reasonable enjoyment of others at the Rented Premise.
- k. Landlord is not required to provide tub/shower curtains; that is the responsibility of the Tenant(s).
- l. If fire occurs due to negligence of any tenants/subtenants/guests of tenants or subtenants who would render the unit uninhabitable the Landlord shall NOT be required to provide alternate accommodation for the Tenant(s). The Tenant(s) shall be required to pay for damages and also continue fulfilling all terms of the lease, including payment of the monthly rent.
- m. Tenant(s) agrees that he/she, persons permitted and guests at the Rented Premises by the Tenant(s) shall comply with Landlord's smoking policy, which prohibits smoking of any substance in the Rented Premises or in common areas of the property at which the Rented Premises is located. Breach of this term shall result in a fine and enforcement as necessary.

INSURANCE

Tenant(s) shall, during the entire period of the tenancy, at their sole cost and expense, obtain and keep in full force and effect, content and liability insurance in an amount which the Landlord, acting reasonably, considers adequate. The Tenant(s) agrees to provide the Landlord insurance, upon demand at any time, proof that all insurance is in full force and effect. *

INDEMNIFICATION

Tenant(s) will indemnify and save harmless the Landlord, the Landlord agents, servants and workman from and against any ill claims, suits, actions, damages and causes of action arising from injury, loss of life or damage to property sustained in, or upon the Rented Premises. *

ROOMMATES

The Tenant(s) understands that the unit rented by them, may be occupied by male and/or female tenants. This roommate portion of the waiver is null and void only if a separate male or female only addendum is signed by both the tenant, and all other parties involved. The Tenant(s) will not hold management responsible if other Tenants(s) are unsatisfied with assigned roommates. *

SEVERABILITY

If any provisions in this contract are deemed invalid or not legal (Residential Tenancies Act is modified regularly), the remainder of the contract is still binding

GUARANTOR(S)

The Guarantor(s), if applicable, agree to the terms laid out in this Agreement, entitled "Guarantor Additional Terms."

UTILITIES

Proof of all required utilities accounts set up in the Tenant(s) name will be required by management before move-in. Utilities to be set up as specified in the lease agreement.

Landlord's/ Agent's Signature

Date

Tenant's Signature

Date

Re injury/death: A landlord could be found liable under the Occupiers' Liability Act.

Re material loss: A landlord has a general obligation to keep the premises safe and could be found liable.