



The Residential Tenancies Office (RTO) is of the opinion that this Tenancy Agreement accurately reflects the *Residential Landlord and Tenant Act (RLTA)* and accompanying regulations. **The RTO makes no representations or warranties regarding the use of this Agreement.** A landlord and tenant may wish to obtain independent legal advice regarding whether this agreement satisfies their own personal needs.

Parties are allowed to customize this agreement to suit their needs so long as changes (additions or deletions) are not contrary to the *RLTA* and the related regulations.

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in *RLTA*, and the singular of these words includes the plural. In this tenancy agreement, the words **rental unit** and **residential property** have the same meaning as in the *RLTA*.

IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties

Please check box if Schedule of Parties is attached

RESIDENTIAL TENANCY AGREEMENT BETWEEN: (USE FULL, CORRECT LEGAL NAMES)				
the LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)				
LAST NAME	FIRST AND MIDDLE NAME(S)			
LAST NAME Klondike Development Organization	FIRST AND MIDDLE NAME(S)			
and the TENANT(S):				
LAST NAME	FIRST AND MIDDLE NAME(S)			
LAST NAME	FIRST AND MIDDLE NAME(S)			
ADDRESS OF RENTAL UNIT:				
UNIT #	STREET ADDRESS	CITY	TERRITORY	POSTAL CODE
EMERGENCY CONTACT INFORMATION: (for tenant to contact landlord)				

ADDRESS FOR SERVICE of the <input type="checkbox"/> landlord <input type="checkbox"/> landlord's agent:				
UNIT #	STREET ADDRESS	CITY	TERRITORY	POSTAL CODE
DAYTIME PHONE NUMBER	OTHER PHONE NUMBER	FAX NUMBER FOR SERVICE		
MAXIMUM NUMBER OF OCCUPANTS PERMITTED IN THE RENTAL UNIT: _____				
If the amount of rent payable varies with the number of occupants, this must be specified below:				

1. APPLICATION OF THE RESIDENTIAL LANDLORD AND TENANT ACT

1. 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 *RLTA* or a regulation made under that *RLTA*.

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 rent increase given in accordance with the *RLTA*
 - a withdrawal of, or a restriction on, a service or facility in accordance with the *RLTA*, or
 - a term in respect of which a landlord or tenant has obtained a dispute resolution officer's order that the agreement of the other is not required.

2. LENGTH OF TENANCY (PLEASE FILL IN THE DATES AND TIMES IN THE SPACES PROVIDED)

This tenancy starts on: 2017/06/01
(YYYY/MM/DD)

Length of tenancy: (please check a, b or c and provide additional information as requested)

This tenancy is:

- a) on a month-to-month basis
- b) for a fixed length of time: start date: June 1, 2017 ending on: May 31, 2018
(YYYY/MM/DD) (YYYY/MM/DD)

At the end of this fixed length of time: (please check one option, i or ii)

- i) the tenancy may continue on a month-to-month basis or another fixed length of time
- ii) the tenancy ends and the tenant must move out of the residential unit.
If you choose this option, both the landlord and tenant must initial in the boxes to the right.

LANDLORD'S
INITIALS

TENANT'S
INITIALS

- c) other periodic tenancy as indicated below:

weekly yearly other: _____

3. RENT (PLEASE FILL IN THE INFORMATION IN THE SPACES PROVIDED)

- a) **Payment of Rent:**

The tenant will pay the rent of \$ _____ each (check one) month week other _____ to the landlord on the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 31st) 1st day of each (check one) month week other _____ subject to rent increases given in accordance with the *RLTA*. If "Other" box is checked, the time period **must** be specified.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a notice to end the tenancy to the tenant, which will take effect not earlier than 14 full 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 checked="" type="checkbox"/> Stove and Oven | <input type="checkbox"/> Internet | <input type="checkbox"/> Storage |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Cable/Satellite TV | <input checked="" type="checkbox"/> Garbage Collection |
| <input type="checkbox"/> Heat | <input type="checkbox"/> Fuel | <input type="checkbox"/> Wood | <input checked="" type="checkbox"/> Refrigerator |
| <input checked="" type="checkbox"/> Laundry (free) | <input type="checkbox"/> Furniture | <input type="checkbox"/> Carpets | <input checked="" type="checkbox"/> Snow Removal |
| <input checked="" type="checkbox"/> Parking for <u>1</u> vehicles | <input type="checkbox"/> Other: _____ | | |
| <input type="checkbox"/> Additional Information: _____ | | | |

4. SECURITY DEPOSIT

The tenant(s) is **required to pay** a security deposit of \$ One month's rent by June 1, 2017
(YYYY/MM/DD)

The landlord agrees

- a) that the security deposit must not exceed the first month's rent payable for the residential property,
 - b) to keep the security deposit during the tenancy and pay interest on it in accordance with the regulations, and
 - c) to repay the security deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord applies for dispute resolution under the *RLTA* within 15 days of the end of the tenancy agreement to claim some or all of the security deposit.
1. The 15 day period starts on the later of
 - a) the date the tenancy ends, or
 - b) the date the landlord receives the tenant's forwarding address in writing.
 2. If a landlord does not comply with the above sections
 - a) may not make a claim against the security deposit, and
 - b) must pay the tenant the amount of the security deposit.
 3. The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the *Human Rights Act*. (Example: Service Animals)

6. CONDITION INSPECTIONS

1. In accordance with section 22 of the *RLTA*, the landlord and tenant must inspect the condition of the rental unit together
 - a) at the start of a tenancy, and
 - b) at the end of the tenancy.
2. The landlord and tenant may agree on a different day for the condition inspection.
3. The right of both the tenant and the landlord to claim against a security deposit for damage to the residential property may be extinguished if the party does not comply with the *Residential Landlord and Tenant Act*.

7. PAYMENT OF RENT

1. The tenant must pay the rent in full and on time, unless the tenant is permitted under the *RLTA* to deduct from the rent. If the rent is unpaid, the landlord may serve a written notice to end a tenancy on the tenant, which may take effect not earlier than 14 days after the date the tenant receives the notice.

2. The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made in accordance with the *Residential Landlord and Tenant Act*.
3. The landlord must give the tenant a receipt for rent paid in cash.
4. The landlord must return to the tenant on or before the last day of the tenancy any postdated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any postdated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

8. RENT INCREASE

- 1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment.
- 2) A landlord must give a tenant 3 full months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in February,

including February 1st, there must be 3 full months before the increase begins. In this example, the months are March, April and May, so the increase would begin on June 1st.]

9. ASSIGN OR SUBLET

- 1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. The tenant must give one month notice. The landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- 2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution with the Residential Tenancies Office.

10. MAXIMUM NUMBER OF OCCUPANTS

The maximum number of occupants must be clearly stated in the tenancy agreement. If the amount of rent payable varies with the number of occupants, this must also be specified.

11. REPAIRS

- 1) Landlord's obligations:
 - a) The landlord must provide the residential property in a reasonable state of repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
 - b) A tenant should notify the landlord if any repairs are required and has a duty to mitigate any damage to the property (such as taking steps to minimize damage in the case of emergencies)
 - c) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may seek an order from the RTO for the completion and costs of the repair.
- 2) Tenant's obligations:
 - a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the

tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.

- b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution for the cost of repairs, serve a notice to end a tenancy, or both.
- 3) Emergency Repairs:
 - a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
 - b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.
 - c) If the emergency repairs are still required, the tenant may reasonably undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
 - d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and includes
 - i) major leaks in pipes or the roof,
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems.

12. OCCUPANTS AND GUESTS

- 1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
- 2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.

- 3) If the number of occupants in the rental unit exceeds the maximum number, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy.

13. LOCKS

- 1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.
- 2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 3) The tenant must not change locks or other means of access to
 - a) common areas of residential property, unless the landlord consents to the change, or
 - b) his or her rental unit, unless the landlord consents in writing to, or a dispute resolution officer has ordered, the change.

14. LANDLORD'S ENTRY INTO RENTAL UNIT

- 1) For the duration of the tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
- 2) The landlord may enter the rental unit only if one of the following applies:
 - a) at least 24 hours and not more than 7 days before the entry, the landlord gives the tenant a written notice which states
 - i) the purpose for entering, which must be reasonable, and
 - ii) the date and the time of the entry, which must be between 8 a.m. and 8 p.m. unless the tenant agrees otherwise;
 - b) there is an emergency and the entry is necessary to protect life or property;
 - c) the tenant gives the landlord permission to enter at the time of entry or not more than 7 days before the entry;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order from the RTO or court order saying the landlord may enter the rental unit;
 - f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

15. ENDING THE TENANCY

- 1) Either the landlord or the tenant can end a yearly tenancy by serving the other party with a 3 month written notice. The tenant may end a monthly tenancy by giving the landlord at least one month's written notice, whereas the landlord must provide two full months of notice for the same types of tenancy. A notice must be given no later than the day before rent is due to start the clock for the following rental month.
- 2) This notice must be in writing and must
 - a) include the address of the rental unit,
 - b) include the date the tenancy is to end,
 - c) be signed and dated by the tenant, and
 - d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.
- 3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the *Residential Landlord and Tenant Act*.
- 4) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
- 5) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

16. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

17. RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the *Residential Landlord and Tenant Act*.

18. FEES

Permitted fees include: fee for key replacement or for additional keys, lock or access device. This fee must not be greater than the direct cost of replacing the key, lock or access device.

NSF: If the tenancy agreement includes this as a term, a landlord may charge a tenant the service fee charged by the bank if a tenant's cheque is returned. The landlord may also charge an additional administrative fee up to \$25 for return of cheque.

19. ADDITIONAL TERMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking, fuel and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the *Residential Landlord and Tenant Act* and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.
- c) Attached to this tenancy agreement, there is is not an Addendum

If there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum: 1 Number of additional terms in the Addendum: _____

20. MINIMUM RENTAL STANDARDS

PART 1 GENERAL

Purposes

1 The purpose of this Schedule is to establish minimum rental standards that ensure rental units and residential properties are safe, sanitary and fit for human habitation.

Principles

2(1) The minimum rental standards set out in this Schedule are to be interpreted having regard to the age, character and location of the rental unit and residential property, and the services or facilities that are provided or agreed to be provided.

(2) A tenant or landlord must not interfere with the responsibility of the other for complying with the Act or this Regulation, or for providing a service or facility as agreed in a tenancy agreement.

(3) Tenants and landlords have a duty to inform each other if there are concerns or issues regarding their rental units or other parts of their residential properties.

(4) A tenant must not do anything at or in respect of the rental unit or any other part of the residential property that would reasonably be expected to create a health, fire or safety hazard.

Interpretation

3(1) In this Schedule

“drinking water” means water that meets the health parameters of the *Guidelines for Canadian Drinking Water Quality* published by Health Canada, as amended or replaced from time to time. « *eau potable* »

“plumbing” means all or any part of a drainage system, a water system or a related venting system, including pipes, tanks, water heaters, vents, drain fittings and fixtures; « *plomberie* »

(2) A reference in this Schedule to a residential property in respect of a rental unit means, unless the context indicates otherwise, the rental unit and any other parts of the residential property that the tenancy agreement gives the tenant access to.

(3) For greater certainty, subject to subsection (2) a word or expression that is defined for the purposes of the Act has the same meaning in this Schedule.

PART 2 LOT AND EXTERIOR

Surface drainage

4 The landlord must provide surface water drainage and disposal on the residential property to help prevent

20. MINIMUM RENTAL STANDARDS

erosion, ponding and entry of water into buildings and other structures located on the residential property.

Accessory buildings and other structures

5 The landlord must provide buildings and other structures (other than fences) on the residential property in good repair and free from conditions that would reasonably be expected to create a health, fire or safety hazard.

Walks, steps, driveways and parking areas

6 Walks, steps, driveways and parking areas of the residential property must be provided by the landlord in good condition to afford safe, unobstructed passage and a safe surface and, unless otherwise agreed to by both the landlord and the tenant and stated in the tenancy agreement, must be maintained in that condition by

- (a) the tenant, for any area of the residential property that is for the tenant's exclusive use; and
- (b) the landlord, for all other areas of the residential property.

Yards

7 The landlord must provide the yard of the residential property in a condition that is clean and free from rubbish, debris, holes, excavations and other objects and conditions that would reasonably be expected to create a health, fire or safety hazard.

Porches, stairs and balconies

8 The landlord must provide all porches, balconies, landings, and stairs on the residential property with handrails as required under the *Building Standards Act*, and must maintain the porches, balconies, landings and stairs free from defects that would reasonably be expected to create a health, fire or safety hazard.

Exterior walls

9 The landlord must provide exterior walls of buildings on the residential property with a cladding or covering reasonably free of holes, cracks, and excessively worn surfaces so as to prevent the entrance of moisture, insects, and rodents into the structure, and to provide reasonable durability.

Roofs

10 The landlord must provide each building on the residential property with a weather-tight roof (including eavestroughing and water piping as appropriate), and must ensure that water from the roof of the buildings is reasonably directed away from the building.

PART 3 SAFETY AND FIRE PROTECTION

Safety alarms and equipment

11(1) The landlord must ensure that the residential property conforms to all applicable requirements under the *Fire Prevention Act*.

(2) The landlord and the tenant must comply with each obligation imposed on them under the *Fire Prevention Act*, including (but not limited to) those that relate to smoke alarms and carbon monoxide alarms.

Fuel burning appliances

12(1) The landlord must ensure that all fuel burning appliances in the residential property are lawfully installed, are in good working order and are regularly serviced in accordance with the manufacturer's instructions.

(2) The landlord must ensure that chimneys, smoke pipes, connections, and their components on the residential property are kept clear of obstructions, are cleaned annually (or more frequently if necessary), and are maintained in good working order.

20. MINIMUM RENTAL STANDARDS

Safe passage out

13(1) The landlord must provide the rental unit with a safe, continuous, and unobstructed passage from the interior of the rental unit to the exterior grade level of the building. The passage must not pass through a room contained in a separate rental unit.

(2) The tenant must not unreasonably obstruct the passage from the interior of the rental unit to the exterior grade level of the building.

(3) The landlord must ensure that every room in the rental unit that is intended to be a bedroom has a window that provides a safe passage out as required under the *Building Standards Act*.

PART 4 INTERIOR

Basements, crawl spaces and foundations

14 The landlord must provide cellars, basements, crawl spaces and foundations of the residential property in good repair such that they are reasonably weather tight and rodent proof.

Walls, ceilings and floors

15 The landlord must provide walls, ceilings and floors of the residential property in a structurally sound condition reasonably free from major cracks, crevices, holes and defects.

Floors

16 The landlord must provide floors in the washrooms, shower rooms, toilet rooms, bathrooms and laundry rooms of the residential property that are reasonably resistant to moisture.

Doors and windows

17 The landlord must provide exterior doors, windows and frames on the residential property that operate satisfactorily and are reasonably weather tight, and must repair or replace any damaged or missing parts, including broken glass and defective hardware.

Entrance doors

18 The landlord must provide entrance doors to rental units that are capable of being locked from both inside and outside.

Heating

19(1) The landlord must maintain the heating system in the building in which the rental unit is located in good working condition.

(2) The tenant must not use, and the landlord must not require the tenant to use

(a) a cooking appliance as a primary source of space heating; nor

(b) a portable space heater as a primary source of heat.

(3) Whichever of the landlord and the tenant controls the temperature of the rental unit must neither allow the rental unit to be so cold, nor cause it to be so hot, that it is reasonable to expect the temperature

(a) to be a health or safety hazard; or

(b) to cause damage to the rental unit.

(4) Subsection (3) does not require the landlord or the tenant to do anything to reduce the temperature of the rental unit other than to refrain from heating it.

20. MINIMUM RENTAL STANDARDS

Plumbing and water supply

20(1) If the rental unit includes a plumbed water supply system

(a) if the water for the system is supplied directly from a large public drinking water system (as defined in the *Drinking Water Regulation* under the *Public Health and Safety Act*, the landlord must ensure that the system provides an adequate supply of drinking water to the rental unit;

(b) the landlord must provide all plumbing in the rental unit in sound condition, maintain it reasonably free from leaks and obstructions, and ensure it is protected from freezing; and

(c) the tenant must maintain all plumbing reasonably free from obstructions and must immediately inform the landlord if the tenant has reason to believe the plumbing is not in sound condition or is not reasonably free from leaks and obstructions.

(2) For the purposes of paragraph (1)(a), water that is supplied to a rental unit directly from a large public drinking water system is deemed to be drinking water unless there are reasonable grounds to believe that it is not.

(3) If the rental unit does not include a plumbed water supply system, or its plumbed water supply system is supplied otherwise than directly from a large public drinking water system, the landlord must supply drinking water in the amount, if any, specified in the tenancy agreement.

Toilets

21(1) The landlord must provide the rental unit with toilet facilities, whether indoor or outdoor, that meet reasonable health and safety standards and that have a lockable door to provide privacy.

(2) If a shared bathroom or toilet room includes one or more toilet stalls, the landlord must provide each toilet stall with a lockable door that provides privacy.

Bathrooms

22(1) If the rental unit contains a bathroom with one or more fixtures including sinks, showers, tubs and toilets, the landlord must provide the fixtures in good working order.

(2) The landlord must provide each indoor bathroom with a lockable door that provides privacy.

Sewage disposal

23(1) The landlord must ensure that the rental unit is connected to a public sewage system or to a maintained and functioning private sewage disposal system, or has an outhouse if there is no plumbed water at the rental unit.

(2) The landlord must provide the sewage systems and all related components in proper operating condition, free from leaks, defects, and obstructions, and suitably protected from freezing.

Ventilation

24(1) The landlord must provide the rental unit with sufficient ventilation so as not to create dampness, moisture or condensation in the rental unit that might reasonably be expected to lead to rot, mildew or other conditions that are a potential health hazard.

(2) The tenant must use the means provided by the landlord to ensure sufficient ventilation as described in subsection (1).

Electrical services

25 If the rental unit is connected to an electrical power system

(a) the landlord must provide all outlets, switches, wiring, and fixtures in safe working condition; and

(b) the tenant must neither change the system in such a way as to create a safety or fire hazard nor overload it.

20. MINIMUM RENTAL STANDARDS

Appliances

26 If the tenancy agreement requires the landlord to provide appliances in the rental unit

- (a) the landlord must provide properly installed and vented appliances that are in good working condition; and
- (b) the tenant must maintain the appliances in good working condition and must immediately inform the landlord if the tenant has reason to believe an appliance is not in that condition.

Pest prevention

27(1) The landlord must provide the residential property free of rodent, vermin, and insect infestations and must take appropriate measures to exterminate infestations, should they occur.

(2) The tenant must maintain the residential property free of attractants that would reasonably be expected to cause rodent, vermin or insect infestations.

Overcrowding

28 Neither the landlord nor the tenant may allow more people to reside in the rental unit than the lowest maximum number permitted under the fire code established under the *Fire Prevention Act* and other applicable health and safety standards.

COMPLIANCE TIMELINE

IMPORTANT: Landlords will have one full year from the date the regulations come into force to comply with the minimum rental standards.

NOTE: This section also applies to pre-existing tenancies.

BY SIGNING THIS TENANCY AGREEMENT, THE LANDLORD AND THE TENANT ARE BOUND BY ITS TERMS.

the LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

LAST NAME	FIRST AND MIDDLE NAME(S)
-----------	--------------------------

Signature: _____ Date: _____
(YYYY/MM/DD)

LAST NAME	FIRST AND MIDDLE NAME(S)
-----------	--------------------------

Signature: _____ Date: _____
(YYYY/MM/DD)

TENANT(S):

LAST NAME	FIRST AND MIDDLE NAME(S)
-----------	--------------------------

Signature: _____ Date: _____
(YYYY/MM/DD)

LAST NAME	FIRST AND MIDDLE NAME(S)
-----------	--------------------------

Signature: _____ Date: _____
(YYYY/MM/DD)

GENERAL INFORMATION ABOUT RESIDENTIAL TENANCY AGREEMENTS

Important Legal Document – This tenancy agreement is an important legal document. Keep it in a safe place.

Additional Terms – Any additional terms cannot contradict or change any right or duty under the *RLTA* or this tenancy agreement.

Amendment of the *RLTA* – The *RLTA* or a regulation made under the *RLTA*, as amended from time to time, take priority over the terms of this tenancy agreement.

Condition Report – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition inspection report. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and both parties must receive a copy. The parties should keep their respective copies in a safe and secure location.

Change of Landlord – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

Resolution of Disputes – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, a landlord or a tenant may apply for a dispute resolution to get a decision.

FOR MORE INFORMATION

RTO website: www.rto.yk.ca Phone: (867) 667-5944



CONDITION INSPECTION REPORT

LEGAL NAME OF LANDLORD (if entry is a business name, enter the full legal business name)

POSSESSION DATE

LAST NAME, FIRST NAME, MIDDLE NAMES **Klondike Development Organization**

YYYY / MM / DD

LANDLORD'S ADDRESS FOR SERVICE

MOVE-IN INSPECTION DATE

UNIT # STREET ADDRESS **Box 1613** CITY **Dawson City** TERRITORY **YT** POSTAL CODE **Y0B1G0**

YYYY / MM / DD

LEGAL NAME OF TENANT

MOVE-OUT DATE

LAST NAME, FIRST NAME, MIDDLE NAMES

YYYY / MM / DD

ADDRESS OF RENTAL UNIT

MOVE-OUT INSPECTION DATE

UNIT # STREET ADDRESS CITY TERRITORY POSTAL CODE

YYYY / MM / DD

LEGAL NAME OF TENANT'S AGENT (if applicable)

ON MOVE-IN

ON MOVE-OUT

CONDITION CODES:		CONDITION AT BEGINNING OF TENANCY		CONDITION AT END OF TENANCY	
D = Damaged S = Scratched G = Good B = Broken F = Fair DT/ST = Dirty/Stained P = Poor W = Working Properly M = Missing		COMMENT	CODE	COMMENT	CODE
ENTRY	Walls and Trim				
	Ceilings				
	Closets				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
	Windows/Coverings/Screens				
	Floor Carpet				
KITCHEN	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Countertop				
	Cabinets and Doors				
	Stove/Stove Top				
	Oven				
	Exhaust Hood and Fan				
	Taps, Sink and Stoppers				
	Refrigerator				
	Crisper/Shelves				
	Freezer				
	Door/Exterior				
	Closet(s)				
	Dishwasher				
	Lighting Fixtures/Bulbs				
Windows/Coverings/Screens					
Electrical Outlets					

		COMMENT	CODE	COMMENT	CODE
LIVING ROOM	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Air Conditioner/Cover				
	Fireplace				
	TV Cable/Adaptor				
	Closet(s)				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
	Electrical Outlets				
DINING ROOM	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Window/Coverings/Screens				
	Electrical Outlets				
STAIRWELL AND HALL	Treads and Landings				
	Railing/Bannister				
	Walls and Trim				
	Ceilings				
	Closets				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
	Electrical Outlets				
BATHROOMS	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Cabinets and Mirror				
	Tub/Shower/Taps/Stopper				
	Sink/Stopper/Taps				
	Toilet				
	Door				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
	Electrical Outlets				
MASTER BEDROOM (1)	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Closet(s)				
	Doors				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
	Electrical Outlets				

		COMMENT	CODE	COMMENT	CODE
OTHER BEDROOMS (Number of additional bedrooms ___)	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Closet(s)				
	Doors				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
	Electrical Outlets				
EXTERIOR	Front and Rear Entrances				
	Patio/Balcony Doors				
	Garbage Containers				
	Glass and Frames				
	Stucco and/or Siding				
	Lighting Fixtures/Bulbs				
	Grounds and Walks				
	Electrical Outlets				
	Fuel Tank (Empty/Full/%)				
UTILITY ROOM	Washer/Dryer				
	Electrical Outlets				
GARAGE OR PARKING AREA	Electrical Outlets				
	Condition of Surface				
BASEMENT	Stair and Stairwell				
	Walls and Floor/Carpet				
	Furnace, Water Heater, Plumbing				
	Windows/Coverings/Screens				
	Lighting Fixtures/Bulbs				
	Electrical Outlets				
STORAGE					
KEYS AND CONTROLS	TYPE OF KEY OR CONTROL	# ISSUED AT START OF TENANCY	CODE	# RETURNED AT END OF TENANCY	CODE
	Building Entrance Keys				
	Rental Unit Entrance Main Locks				
	Rental Unit Deadbolt				
	Garage Door Openers				
	Mail box Keys				
OTHER	Wood stove/Fireplace				
	Smoke Alarm(s) (MANDATORY and must be in working order)				
	Carbon Monoxide Detector (MANDATORY and must be in working order)				

START OF TENANCY

Repairs to be completed by the landlord at start of tenancy: (List repairs along with **completion date**)

I, (Tenant's name) _____

- agree that this report fairly represents the condition of the rental unit
- do not agree that this report fairly represents the condition of the rental unit for the following reasons:

END OF TENANCY

Damage to rental unit or residential property for which the tenant is responsible:

I, (Tenant's name) _____

- agree that this report fairly represents the condition of the rental unit
- do not agree that this report fairly represents the condition of the rental unit for the following reasons:

Landlord's Signature: (on Move-In) _____ (on Move-Out) _____

Tenant's Signature: (on Move-In) _____ (on Move-Out) _____

TENANT'S FORWARDING ADDRESS:

UNIT #	STREET ADDRESS	CITY	TERRITORY	POSTAL CODE
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LANDLORD NAME AND ADDRESS AT END OF TENANCY:

LAST NAME, FIRST NAME, MIDDLE NAMES				
UNIT #	STREET ADDRESS	CITY	TERRITORY	POSTAL CODE

Tenant acknowledges receipt of this agreement

Initial _____ Tenant's Signature _____ Date Received _____

NOTE: The landlord must provide the tenant with a copy of the completed inspection report within **14 days** of the move-in inspection date.

INSTRUCTIONS FOR COMPLETING RENTAL UNIT CONDITION REPORT

The landlord and tenant or their representatives are to view the condition of the rental unit together and record the condition of the rental unit at the time of move-in and at the time of move-out by the tenant.

If the landlord or tenant complete improvements, it is recommended that a new condition inspection report is completed or an addendum signed by both parties is attached to this report.

Parties are allowed to customize this agreement to suit their needs so long as the changes (additions or deletions) are not contrary to the *Residential Landlord and Tenant Act* and the related regulations. If you wish to prepare your own documents they must include the following:

Numbers correspond to sequential sections of the condition inspection report.

At the Start of the Tenancy:

1. Insert the legal name of the landlord.
2. Insert the landlord's address for service at the start of the tenancy.
3. Insert the legal name of the tenant.
4. Insert the address of the rental unit, including suite or apartment number and street address as set out in the tenancy agreement.
5. Insert the date the tenant is entitled to possession of the rental unit.
6. Insert the date the move-in inspection is conducted.
7. Insert the names of the person who carries out the inspection on behalf of the tenant, if not the tenant.
8. Use the "Comment" and "Code" columns under the heading "Condition at Beginning of Tenancy" to record the code that best describes the condition of the premises at the beginning of the tenancy for each of the rooms or areas of the rental unit listed in these boxes. Use the comment column to provide details, if necessary, to better describe the condition described by the codes. FOR EXAMPLE: if the ceiling had 3 small holes in it and was clean, on the "ceiling" line you would insert in the Code column the code letter "D" to indicate that the ceiling was damaged and would write the words "3 small holes" in the comment column to describe the damage. If the ceiling was also dirty, you would also insert the letters DT in the Code column. Blank lines should be used to add items such as furniture and electrical connections that are not specified on the form. Tenants can use the "comments" column to note any specific disagreement with the landlord's assessment.
9. Keys and Controls. Use this section to record the number of keys or controls given to the tenants at the beginning of the tenancy. Keys and controls include metal or plastic door keys, and remote controls to open secured parking gates or garage doors.
10. Use this box to list repairs that need to be done at the start of the tenancy.

11. If the tenant disagrees with the report, check "disagree, for the following reasons", note the parts of the report that he or she disagrees with, if any, and set out the condition that he or she thinks best describes that part of the rental unit, and then sign and date this box. If the tenant agrees with report, check "agree", and sign and date the box.
12. The landlord is to sign in this box on move-in, indicating that the report has been completed.
13. The tenant, or the tenant's agent, is to sign in this box on move-in, indicating that the report has been completed.
14. The landlord should give the tenant a signed copy of this report immediately, if possible, or must provide a signed copy to the tenant within 14 days of the inspection.

At the End of the Tenancy:

15. Insert the date the tenant moves out of the rental unit.
16. Insert the date the move-out inspection is carried out.
17. Insert the names of the person who carries out the inspection on behalf of the tenant, if not the tenant.
18. Following the procedure set out in (8), using the column for "Condition at End of Tenancy".
19. Record the number of keys or controls returned by the tenants at the end of the tenancy.
20. Use this box to list all damage to the rental unit or residential property for which the tenant is responsible.
21. If the tenant disagrees with the report, check "do not agree, for the following reasons", note the parts of the report that he or she disagrees with, if any, and set out the condition that he or she thinks best describes that part of the rental unit, and then sign and date this box. If the tenant agrees with report, check "agree", and sign and date the box.
22. If, at the end of the tenancy, the tenant agrees that the landlord may retain all or a part of the security deposit to pay a liability or obligation owed by the tenant to the landlord, the tenant should set out details of the amounts to be deducted, and what each amount is for.
23. The landlord is to sign in this box on move-out, indicating that the report has been completed.
24. The tenant, or the tenant's agent, is to sign in this box on move-out, indicating that the report has been completed.
25. The tenant, or the tenant's agent, is to insert the tenant's forwarding address in this space so that the landlord will have an address to forward the security deposit and mail, to the tenant.
26. The landlord is to insert his or her name and current mailing address in this space so that the tenant may know where and how to contact the landlord in the future.
27. **The landlord should give the tenant a signed copy of this report immediately, if possible. If the landlord needs to have a copy made, a signed copy must be provided to the tenant within 7 days after the later of, the date the inspection was completed, and the date the landlord receives the tenant's forwarding address in writing.**

FOR MORE INFORMATION

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