Living with Your Landlord Agreement for Alberta Renters

Why do you need a Living with Your Landlord Agreement?

A written agreement helps you to avoid problems. If a tenant shares living space with their landlord (e.g., rents a bedroom in the landlord's home), then the *Residential Tenancies Act* does not apply. If you are renting a room from your landlord, you may find yourself evicted with little notice. If you are a landlord, you may find it difficult to collect unpaid rent, or keep a deposit, without having a written agreement.

The rules and terms contained in the written agreement will apply to the renting relationship. An agreement adds certainty. The landlord and the tenant know what is expected of them throughout the renting relationship.

What should a Living with Your Landlord Agreement say?

This form is a fillable version of our Sample Living with Your Landlord Agreement. Be aware that the sample agreement has some terms that may not apply to your situation, so it should be adapted to fit your particular situation. Additional terms should be added if they are needed. Before agreeing to terms in an agreement, the landlord and tenant should get legal advice.

Disclaimer

The form is for information purposes only and nothing in the form is legal advice. The contents are provided as an information service. The use of the form in no way creates an agreement or contract with the author(s). The author(s) are not obligated to give any advice on how to fill out this form. This form was developed in Alberta, Canada and incorporates the laws of Alberta. The laws in other jurisdictions may be different. You should contact a lawyer if you have any questions about applicable laws in your jurisdiction and to receive legal advice.

Living with Your Landlord Agreement

This rental agreement ("agreement") is made on

_____ , _____ , 20 _____ between:

_____

(the "landlord")

AND

_____

(the "tenant")

THE LANDLORD AND TENANT AGREE AS FOLLOWS:

1. Acknowledgement

This Agreement is not governed by the *Alberta Residential Tenancies Act*.

2. Rental Accommodation

A. The landlord agrees to rent a bedroom (the "bedroom") in the property located at:

_____

B. The landlord agrees to rent the following items (the "furnishings") to the tenant:

- ❑ Floor and floor Coverings
- ❑ Walls and ceiling
- ❑ Windows and screens
- ❑ Closets (doors and tracks)
- ❑ Lighting and fixtures
- ❑ Smoke detector
- ❑ Door(s) (locks and knobs)
- ❑ Bed
- ❑ Dresser(s)
- ❑ Desk; chair
- ❑ Table
- ❑ Lamp or reading light
- ❑ Sheets and blankets
- ❑ Towels
- ❑ Other: _____

_____

_____

_____

C. The tenant agrees to rent the bedroom and the furnishings from the landlord.

3. Tenancy Term

A. The tenancy starts on _____ , _____ , 20 _____ and will be a:

- ❑ Fixed Term Tenancy

  Beginning on _____ , _____ , 20_____ and ending on _____ , _____ , 20 _____.

- ❑ Month-to-Month Tenancy

  Beginning on _____ , _____ , 20 _____ and continuing month-to-month until the landlord or tenant ends the tenancy according to this Agreement.

- ❑ Other Tenancy _____

4. Rent

A. The tenant will pay the landlord $ _____ every:

- ❑ Month
- ❑ Week
- ❑ Other: _____

B. The tenant will pay the rent on the _____ day of each:

- ❑ Month
- ❑ Week
- ❑ Other: _____

C. The tenant will pay rent to the landlord through the following method(s):

_____

D. The rent includes the following services and utilities:

- ❑ Electricity
- ❑ Heat
- ❑ Water
- ❑ Internet
- ❑ Cable
- ❑ Phone
- ❑ On-site laundry
- ❑ Storage space
- ❑ Parking Stall

Other: _____

_____

_____

E. Any additional details about utilities or services:

_____

_____

_____

5. Rental Deposit

A. The tenant will pay the landlord, upon signing this agreement, a deposit of $ _____.

B. The landlord will hold the deposit for the full period of this agreement. The landlord is not required to keep the deposit separate from any of the landlord's assets, and the landlord is not holding the deposit in trust.

C. The landlord will mail or deliver the deposit, less any amount deducted (see section D below), to the tenant within _____ days after the tenant moves out.

D. The landlord may make deductions from the deposit to cover any unpaid obligation that the tenant has in relation to this agreement, including (but not limited to): unpaid rent, damage beyond normal wear and tear to the bedroom or furnishings, and any cleaning costs. If any deductions are made, the landlord will provide the tenant with a statement of account showing all deductions made.

E. No interest will be paid in relation to the deposit.

6. Tenant's Responsibilities

The tenant will:

A. Keep the bedroom and furnishings reasonably clean.

B. Repair and/or cover the cost of repair for any damages done by the tenant or the tenant's guests.

C. Report any damages or needed repairs to the landlord.

D. Insure the tenant's property against damage or loss.

E. Not use the bedroom and/or furnishings for any commercial purposes.

F. Not make any changes to the bedroom or furnishings without receiving the landlord's written permission before the change.

G. Not lease the bedroom and/or furnishings to any other person.

H. Other: _____

7. Landlord's Responsibilities

The landlord will:

A. Provide the bedroom and furnishings in a good state of repair.

B. Maintain the property, bedroom and furnishings in accordance with the *Public Health Act*.

C. Other: _____

8. Entry by Landlord

A. The landlord may enter the bedroom without prior written notice if:

   i. there is an emergency

   ii. the tenant allows it

   iii. the tenant has abandoned the premises or

   iv. a court order allows it

B. The landlord must give the tenant 24 hour written notice to:

   i. conduct an inspection

   ii. make repairs

   iii. show the premises to prospective purchasers or mortgagees

   iv. show the premises to prospective tenants, if the tenant or landlord has provided notice to end this agreement or

   v. take necessary steps to control pests

9. Termination

A. By Notice

   i. This agreement can be terminated by the landlord or the tenant by giving written notice at least _____ ☐ days ☐ weeks ☐ months before the date of termination.

   ii. This agreement will end at 12:00 p.m. on the date of termination, unless the landlord and the tenant agree to a different time.

B. By Breach

i. If either the landlord or the tenant breaches a term of this agreement, the party who did not commit a breach may end this agreement by giving written notice of termination.

ii. The notice of termination is effective at 12:00 p.m. on the _____ day after its delivery ("termination day").

iii. If the breach is non-payment of rent and if the tenant pays all of the rent owing in full by 12:00 p.m. on the termination day, then:

- this agreement remains in force, and
- the notice to terminate is not effective to end this agreement.

iv. If the tenant pays the rent late or does not pay rent on more than two occasions, the landlord can terminate the agreement. The tenant must vacate the premises by 12:00 p.m. on the termination day outlined in the notice.

10. Terms of Agreement

A. Any changes to this agreement must be in writing and signed by both the landlord and the tenant.

B. The landlord and the tenant recognize that this agreement is the full agreement between them.

11. Dispute Resolution

A. If there is a problem that is not directly dealt with by this agreement, the landlord and the tenant agree to talk to each other about the problem, with honest intentions to resolve it.

B. If the landlord and the tenant cannot resolve the issue, then the landlord and tenant agree to the following methods of conflict resolution:

❑ Decision by household consensus

❑ Mediation

❑ Decision by landlord

12. Additional Terms

The landlord and tenant can agree to additional terms. For example, they may wish to clarify issues such as:

- Contact information for both the landlord and tenant, and whether they will communicate through e-mail, text and/or phone
- House rules for use of areas of the property such as:
  - Bathroom
  - Closets
  - Kitchen
  - Porch
  - Entranceway
  - Living room
  - Dining room
  - Garage
  - Study
  - Laundry room
  - Yard
  - Storage
  - Fridge
  - Freezer
  - Balcony
  - Deck

- Additional deposits or fees (e.g., pet deposits or key deposits)
- Locks and/or entry devices
- The condition of furnishings on arrival and departure
- Assignments or subletting rights
- Guests
- Pets
- Noise
- Smoking
- Drug usage (e.g., alcohol, cannabis)

_____

_____

_____

_____

13. Acceptance

The landlord has signed this agreement on _____ , _____ , 20 _____.

Signature: _____

The tenant has signed this agreement on _____ , _____ , 20 _____ and acknowledges receipt of a signed copy of this agreement.

Signature: _____