

Residential Tenancy Agreement – Appendix 233D

RESIDENTIAL TENANCY AGREEMENT

This Agreement is made on the _____ day of _____ 20 _____ between:

The Landlord:

The Catholic Archdiocese of Edmonton

8421 – 101 Avenue NW, Edmonton, AB, T6A 0LA

and **The Catholic Parish of**

(Parish name)

(Parish address)

(hereinafter either individual or collectively referred to as the “Landlord”)

The Tenant(s):

(Name of Tenant)

(Phone or cell phone)

(Email address)

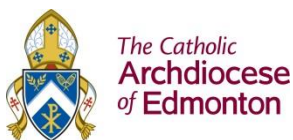
(hereinafter either individual or collectively referred to as the “Tenant”)

The Tenancy created by this agreement is governed by the Residential Tenancies Act of Alberta, and if there is a conflict between this agreement and the Act, the Act prevails.

The headings in this Agreement are inserted for convenience of reference only and shall not affect its construction.

Initials

Tenant	Landlord		
_____	_____	1. Premises	The Landlord agrees to rent to the Tenant the premises at: _____ for residential use. <small>(Municipal address, including suite number)</small>
_____	_____	2. Other Occupants	The Tenant shall not assign or sublet the facility and no other occupants, other than those listed below, will occupy the premises without the written consent of the Landlord. Names: _____
_____	_____	3. Term of Tenancy	<input type="checkbox"/> Fixed Term: Beginning on the _____ day of _____, 20____ And ending on the _____ day of _____, 20____. OR <input type="checkbox"/> Monthly Periodic: Beginning on the _____ day of _____, 20____ and continuing monthly until the Landlord or the Tenant ends the tenancy in the manner pursuant to the Residential Tenancies Act and its Regulation. The Landlord and the Tenant must give written notice. A landlord must have a particular reason to terminate a tenancy.
_____	_____	4. Rent	Monthly Rent is: \$ _____ Each tenant is equally responsible for the payment of the rent. The tenant will pay the total rent to the landlord ON THE _____ day of each month. Starting on the _____ day of _____, 20____. Rent is to be paid in the following manner: _____ IF PAYING BY CHEQUE: Rent payments must be in the name of: _____ Parish The rent must be paid to the Parish at: _____ <small>(Parish address)</small>



Residential Tenancy Agreement – Appendix 233D

_____	_____	5. Security Deposit	The Tenant has paid to the Landlord a security deposit of \$ _____ on the ____ day of _____, 20_____. Interest will be paid at the expiration or termination of the tenancy, at the rate prescribed under section 45 of the Residential Tenancies Act.
_____	_____	6. Utilities and Services Included in Rent	<input type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Cable <input type="checkbox"/> Internet <input type="checkbox"/> Telephone Services <input type="checkbox"/> OTHER: _____ <input type="checkbox"/> OTHER: _____
_____	_____	7. Other Services	The Tenant agrees to pay on demand to the appropriate authority, or Landlord for those services billed directly to the Landlord by the appropriate authority, and to be fully responsible for the costs of all other services not checked off in Clause 6 of this agreement.
_____	_____	8. Appliances and Furnishings Included	<input type="checkbox"/> Refrigerator <input type="checkbox"/> Stove <input type="checkbox"/> Dishwasher <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> OTHER: _____ <input type="checkbox"/> OTHER: _____
_____	_____	9. Amenities	The Tenant has the right to use the following amenities and facilities, the cost of which is included in the rent: _____ _____ Parking Stall No. or location _____
_____	_____	10. Conditions of the Premises	The Landlord and the Tenant agree to complete and sign an Inspection Report , which complies with the Residential Tenancies Act and its Regulations, at the beginning and the end of the tenancy.
_____	_____	11. Condition of Tenancy	<input type="checkbox"/> No Smoking <input type="checkbox"/> No Pets or The following pets: _____ <input type="checkbox"/> OTHER: _____
_____	_____	12. Usage	The Tenant shall use the premises for residential purposes only. The Tenant shall not allow the premises to be used for any illegal or immoral purpose.
_____	_____	13. Rules and Regulations	The Tenant and Tenant's guests will observe and comply with the Landlord's Rules and Regulations which are attached to and form part of this Agreement.
_____	_____	14. Care Of Premises	a) The Landlord agrees that the premises supplied to the Tenant at the commencement of the term of this Agreement shall be in a reasonably good state of repair and reasonably clean and the Landlord ensures they are to be maintained in a reasonably good state of repair. The Landlord also agrees that any items supplied by the Landlord listed in Clause 8 of this Agreement shall be in good working order and capable of enjoyment by the Tenant throughout the term of this Agreement. b) The Tenant agrees to take good care of the premises and keep them in reasonably clean condition, and to take good care of any items supplied to the Tenant by the Landlord listed in Clause 8 of this Agreement.
_____	_____	15. Abandonment	Should the Tenant fail to take possession of the premises at the commencement of the term of this Agreement, or abandon the premises before the expiration of this Agreement, the Landlord may take possession without notice or demand and re-let the premises on such conditions as the Landlord may deem advisable. Without prejudice to the Landlord's right to recover rent and utility charges which may be owing and without prejudice to any claim or claims for damages, the Tenant will be charged a re-rental fee of \$ _____ and will also be responsible for paying the rent until the end of the Residential Tenancy Agreement term, or until a new tenant, suitable to the Landlord, is found to occupy the premises.

Residential Tenancy Agreement – Appendix 233D

_____	_____	16. Insurance	The Tenant must insure his/her own property against damage or loss and third party liability. Proof of insurance is required.
_____	_____	17. Quiet Enjoyment	The Landlord acknowledges that in executing this Agreement, the Landlord is exercising the Landlord's lawful power, and in so executing, and subject to the terms of this Agreement, grants the Tenant the right of full use and occupation and peaceful enjoyment of the premises with such security of tenure.
_____	_____	18. Right of Entry	<p>The Landlord shall not enter the premises without the consent of the Tenant or of any adult person lawfully on the premises. The Landlord shall have the right to enter the premises:</p> <p>a) immediately, and without notice or consent:</p> <p style="margin-left: 40px;">i) if the Landlord has reasonable grounds to believe that an emergency exists or that the Tenant has abandoned the premises; or</p> <p style="margin-left: 40px;">ii) needs to make repairs or adjustments to the heating, water, electrical, telephone, or other services of the building of which the premises form a part. The Tenant acknowledges that access to these services is located in the premises.</p> <p>b) without consent, but after notice to the Tenant:</p> <p style="margin-left: 40px;">i) to inspect the state of repair of the premises;</p> <p style="margin-left: 40px;">ii) to make general repairs to the premises;</p> <p style="margin-left: 40px;">iii) to show the premises to prospective purchasers or mortgagees of the premises;</p> <p style="margin-left: 40px;">iv) to show the premises to prospective tenants after a notice of termination has been served.</p> <p>Where required, a notice shall be served on the Tenant at least 24 hours before the time of entry, the entry must be between 8:00 am and 8:00 pm and the entry must be made on a day that is not a holiday (except that the Landlord may enter on a Sunday if the Tenant's religious day of worship is not a Sunday and the Tenant has provided the Landlord with a written notice of that day) or on a day that is not the Tenant's day of religious worship (if that day is not a Sunday and the Tenant has provided the Landlord with a written notice of that day).</p>
_____	_____	19. FORCE MAJEURE	The provisions of this lease may be suspended or terminated at any time by the Landlord should any event make such suspension or termination advisable when considered from the perspective of the Landlord, including, without limitation to the generality of the foregoing, damage to the premises or the building of which the premises form a part which makes the premises uninhabitable, or any intervention by any regulatory, governmental or other authority which prevents or otherwise renders the lease of the premises uneconomic for the Landlord.
_____	_____	20. Additional Provisions	
_____	_____	21. Waiver and Indemnity	<p>The Tenant hereby waives and releases the Landlord from any liability for damage or loss to and any persons or property which occurs in connection with the premises, the building and its facilities, grounds or parking lot.</p> <p>The Landlord shall not be responsible for any loss of the Tenant's property in the premises or stored in the building.</p> <p>The Landlord is not responsible for damages, inconvenience or fumigation costs due to insect infestation.</p> <p>The Tenant hereby indemnifies and saves harmless the Landlord for and in relation to any and all loss or damage caused by the Tenant or the Tenant's guests or invitees, through neglect, misuse or carelessness and the Tenant shall indemnify and save harmless the Landlord for and from all actions, causes of action, or claims for damage or injury of any nature, kind and description whatsoever, arising out of or in connection with Tenant's occupation of the premises, or the facilities, parking areas and grounds located in, upon or associated with the premises.</p>

Residential Tenancy Agreement – Appendix 233D

_____	_____	22. Emergency Contact(s)	The tenant shall provide Emergency Contact information of a person with whom they are not living. Names: _____ Contact Information: _____
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The Landlord and Tenant show that they agree to the terms of this agreement by signing on this _____ day of _____, 20_____.

(Landlord – Pastor)

(Tenant)

(Tenant)

The Tenant acknowledges receipt of a duplicate original of this Residential Tenancy Agreement with the attached rules and Regulations.

(Tenant)

(Tenant)