

Standard Form of Lease

The Residential Tenancies Act:

- Requires that if a landlord and tenant have a written rental agreement, they must use the Standard Form of Lease.

Reference:

Residential Tenancies Act: Sections 7 and 8; Regulations: Section 38

Details:

When entering into a written agreement to rent a unit, landlords and tenants must use the Standard Form of Lease.

If another form of written lease is used, or only an oral agreement exists, the conditions that are in the Standard Form of Lease apply and will be used to adjudicate disagreements.

If no written lease has been prepared and signed, the terms of the lease will be considered to be a month to month lease.

Following are other requirements related to the lease:

- The lease should be signed by all of the parties involved, including all tenants other than children.
- A copy of the finalized lease must be given the tenant at the time of signing, or at least within 10 days after the signing.
- If a tenant does not receive a copy within these 10 days, the tenant has the right to end the tenancy, following the rules laid down in the Act.
- Other reasonable rules, terms and conditions can be added as long as they do not conflict with the Act (with agreement from all who are involved with the rental).

Procedure:

Disagreements between landlords and tenants should first try to be resolved between the parties involved. If this procedure is unsuccessful, then:

- Either party can make an Application to Director asking for a resolution of the disagreement;
- The applicant must serve the respondent with a copy of the application;
- The Officer will first attempt to reach an agreement between the two parties (mediate) and failing that, hold a hearing, determine the facts and then issue an order.