

Effective
Sep 1, 2019

Place to be rented

101
Casalova

1955 Woodway Drive, Houston, TX, USA

Residential Tenancy Agreement

PLEASE READ THE COMPLETE DOCUMENT BEFORE SIGNING

About Us

LANDLORD

John Jones
(555) 555-5555
1359 Broadway, New York, NY, USA

The Rental

Place being rented to tenant(s)

Unit 101
1955 Woodway Drive, Houston, TX, USA

Primary Tenant

TENANT

Bob Jones

EMAIL

bob.jones@gmail.com

Length Of Tenancy

STARTS

THIS TENANCY STARTS ON

September 1, 2019

LEASE TERM

Annual

Tenancy Notes

You can add tenancy notes here.

Payment Terms

RENT PAYMENT TERMS

RENT

The rent is **\$1,000.00 per month**, payable **Monthly** on the **1st day**.

What's Included in the Rent

PARKING

1 vehicle

Security Deposit & Pet Damage Deposit

SECURITY DEPOSIT

The Tenant is required to pay a security deposit of **\$500.00**.

SECURITY DEPOSIT

\$500.00

PAY SECURITY DEPOSIT BY

August 31, 2019

Legal Stuff

1. TERMS OF LEASE

- a. 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 local tenancy laws or any standard terms. 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.
- b. Any change or addition to this tenancy agreement must be agreed to in writing and initialled by both the landlord and the tenant. If a change is not agreed to in writing, is not initialled by both the landlord and the tenant or is unconscionable, it is not enforceable.
- c. The requirement for agreement under subsection (b) does not apply to:
 - i. a rent increase given in accordance with the local tenancy laws, or
 - ii. a withdrawal of, or a restriction on, a service or facility in accordance with the local tenancy laws.

2. LIQUIDATED DAMAGES

- a. If the tenant breaches a material term of this Lease Agreement that causes the landlord to end the tenancy before the end of any fixed term, or if the tenant provides the landlord with notice, whether written, oral, or by conduct, of an intention to breach this Agreement and end the tenancy by vacating, and does vacate before the end of any fixed term, the tenant will pay to the landlord the agreed upon sum specified in this agreement as liquidated damages and not as a penalty for all costs associated with re-renting the rental unit. Payment of such liquidated damages does not preclude the landlord from claiming future rental revenue losses that will remain unliquidated.

3. RENT

- a. 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 may take effect not earlier than 10 days after the date the notice is given.
- b. 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.

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

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

5. PETS

- a. 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 local rights and restrictions concerning the use of guide animals.

6. CONDITION INSPECTIONS

- a. The landlord and tenant must inspect the condition of the rental unit together
 - i. when the tenant is entitled to possession,
 - ii. when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - iii. at the end of the tenancy.
- b. The landlord and tenant may agree on a different day for the condition inspection.

7. PAYMENT OF RENT

- a. The tenant must pay the rent on time, unless the tenant is permitted under by local laws and regulations to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- b. 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 done in accordance with local tenancy laws.
- c. The landlord must give the tenant a receipt for rent paid in cash.
- d. The landlord must return to the tenant on or before the last day of the tenancy any post-dated 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 post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

8. RENT INCREASE

- a. 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.
- b. A landlord must give a tenant 3 whole 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 January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- c. The landlord must comply with any local laws concerning allowable rent increases.

9. ASSIGN OR SUBLET

- a. The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length of 6 months or more, 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.

10. REPAIRS

- a. Landlord's obligations:
 - i. The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
- b. Tenant's obligations:
 - i. 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.
 - ii. 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 under the local tenancy laws for the cost of repairs, serve a notice to end a tenancy, or both.
- c. Emergency repairs:
 - i. 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.
 - ii. 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.
 - iii. If the emergency repairs are still required, the tenant may 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.
 - iv. Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing
 1. major leaks in pipes or the roof,
 2. damaged or blocked water or sewer pipes or plumbing fixtures,
 3. the primary heating system,
 4. damaged or defective locks that give access to a rental unit, or
 5. the electrical systems.

11. OCCUPANTS AND GUESTS

- a. The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
- b. 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.
- c. If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved through dispute resolution under the local tenancy laws.

12. LOCKS

- a. 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.
- b. The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- c. The tenant must not change locks or other means of access to
 - i. common areas of residential property, unless the landlord consents to the change, or
 - ii. his or her rental unit, unless the landlord consents in writing to, or an arbitrator or court has ordered, the change.

13. LANDLORD'S ENTRY INTO RENTAL UNIT

- a. For the duration of this 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.
- b. The landlord may enter the rental unit only if one of the following applies:
 - i. at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states
 1. the purpose for entering, which must be reasonable, and
 2. the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
 - ii. there is an emergency and the entry is necessary to protect life or property;
 - iii. the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - iv. the tenant has abandoned the rental unit;
 - v. the landlord has an order of an arbitrator or court saying the landlord may enter the rental unit;
 - vi. the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.
- c. The landlord may inspect the rental unit monthly.
- d. If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for an arbitrator's or court order under the local tenancy laws, to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.

14. ENDING THE TENANCY

- a. The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. [For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]
- b. This notice must be in writing and must
 - i. include the address of the rental unit,
 - ii. include the date the tenancy is to end,
 - iii. be signed and dated by the tenant, and
 - iv. 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.
- c. 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 local tenancy laws.
- d. The landlord may end the tenancy only for the reasons and only in the manner set out in the local tenancy laws.
- e. The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
- f. The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

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

16. RESOLUTION OF DISPUTES

- a. Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, if such a right is provided under the local tenancy laws.

Additional Terms

You can add additional terms here and edit Terms of Lease above

Signatures

THE PARTIES, INTENDING TO BE LEGALLY BOUND, AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE TENANT HEREBY ACKNOWLEDGES HAVING READ AND RECEIVED A DUPLICATE COPY OF THIS AGREEMENT.

Bob Jones

TENANT

John Jones

LANDLORD

