

Form 1

Standard Residential Tenancy Agreement

This form of Tenancy Agreement is prescribed under The Residential Tenancies Act (the Act) and applies to all residential tenancies in Manitoba, other than tenancies respecting a mobile home, mobile home site, or both. Two copies must be made and signed by both landlord and tenant. One copy must be given to the tenant within 21 days after it is signed.

This Tenancy Agreement is made in duplicate between:

\_\_\_\_\_, the Landlord
Legal name, address and telephone number of landlord

and

\_\_\_\_\_, the Tenant
Name of tenant

Address of Rental Unit

1. The landlord agrees to rent to the tenant the rental unit at the following location:

\_\_\_\_\_
Address

Term of Tenancy

2. Complete either (a) or (b):

(a) Fixed Term Tenancy

The tenancy is for a fixed term beginning on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_.
(termination date)

Unless the tenancy has been terminated in accordance with the Act, the landlord shall offer the tenant a renewal of this agreement at least three months before the termination date. If the tenant does not sign and return the renewal at least two months before the termination date, this agreement will expire on the termination date.

(b) Periodic Tenancy

The tenancy is periodic, beginning on \_\_\_\_\_, 20\_\_\_\_ and continuing from \_\_\_\_\_
(week to week, month to month, etc.)

Security Deposit

3. The landlord acknowledges receipt from the tenant of a security deposit of \$ \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_.

**Amount of Rent Payable**

4. The tenant agrees to pay rent to the landlord on the \_\_\_\_\_ day of every \_\_\_\_\_ in the following amount:

(Note: both columns are to be completed if a rent increase is due on the rental unit before the termination date of this agreement.)

	Effective _____, 20__	Effective _____, 20__
Basic Rent:	\$ _____	\$ _____
For _____ parking spaces:	\$ _____	\$ _____
Other (specify): _____	\$ _____	\$ _____
<b>Total Rent:</b>	\$ _____	\$ _____
Less discount (if any):	\$ _____	\$ _____
<b>Total Payable:</b>	\$ _____	\$ _____

**Discount** (Complete this section, where applicable, if the Total Payable includes a discount.)

- Discount is the same as last year's or increased by \$\_\_\_\_\_.
- Discount is reduced by \$\_\_\_\_\_.
- Discount is removed.
- The proposed Total Rent is subject to an application to the Residential Tenancies Branch for an above-guideline rent increase. The discount may be reduced or removed depending on the final decision on the landlord's application. In any event, the Total Payable will not exceed \$\_\_\_\_\_.

**Note:** A landlord is not required to offer a rent discount, but if a discount is given, it must be provided for in a written agreement. Reducing or removing a rent discount is not considered a rent increase under *The Residential Tenancies Act*. However, an unconditional discount cannot be reduced or removed unless the tenant receives written notice of at least 3 months. If a tenancy agreement or discount agreement is for a fixed term, a landlord cannot reduce or remove an unconditional discount during the term of the agreement. If a discount is subject to a condition, e.g. paying the rent on time, the landlord can withdraw it without notice if the tenant does not meet the condition.

**Services and Facilities**

5. (a) The tenant agrees to pay for the following services and facilities:

\_\_\_\_\_

(b) The landlord agrees to provide, or pay the supplier of, all other services and facilities, including the following utilities:

\_\_\_\_\_

**Occupants of Rental Unit**

6. In addition to the tenant and any increase in the tenant's family by marriage, birth or adoption during the tenancy, only the following persons may occupy the rental unit:

\_\_\_\_\_

**Use of Rental Unit for Residential Purposes only**

7. The tenant agrees to use the rental unit and residential complex for residential purposes only and shall not carry on, or permit to be carried on, any trade or business in the rental unit without the written consent of the landlord.

**Furniture**

8. Check either (a) or (b):

- a) \_\_\_\_\_ No furniture is provided.
- b) \_\_\_\_\_ Furniture is provided and an itemized list of the furniture is attached.

**Obligations under Act**

9. The landlord and tenant shall comply with all obligations imposed on them by the Act.

**Termination**

10. The landlord or the tenant may terminate this agreement in the manner and under the circumstances described in the Act.

**Additional Rules and Conditions**

11. The landlord and tenant agree to comply with any additional rules and conditions that are attached to this tenancy agreement. Any additional rule or condition that is inconsistent with the Act cannot be enforced.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Tenant

## Assignment of Tenancy Agreement

**(To be completed by tenant:)**

I, \_\_\_\_\_, agree to assign the attached tenancy agreement to  
name of tenant

\_\_\_\_\_, effective \_\_\_\_\_, 20\_\_\_\_.  
name of assignee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of tenant

**(To be completed by assignee:)**

I, \_\_\_\_\_, agree to assume all obligations of  
name of assignee

\_\_\_\_\_, under the attached tenancy agreement  
name of tenant

effective \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of assignee

**Consent by landlord:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of landlord

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## Subtenancy Agreement

**(To be completed by tenant:)**

I, \_\_\_\_\_, agree to sublet the rental unit under the attached tenancy agreement to  
name of tenant

\_\_\_\_\_, for the period of \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_  
name of subtenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of tenant

**(To be completed by subtenant:)**

I, \_\_\_\_\_, agree to sublet the rental unit under the attached tenancy agreement from  
name of subtenant

\_\_\_\_\_, for the period of \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_  
name of tenant

and to return possession of the rental unit to the tenant on the expiry of this subtenancy.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of subtenant

**Consent by landlord:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of landlord