

QUEEN'S LEGAL AID

LEASE READING GUIDE

Please note: This is simply an overview of important information for tenants. It is not intended to provide legal advice about questions arising in specific situations. Call Queen's Legal Aid with such questions.

The Lease

- A lease, otherwise known as a tenancy agreement, gives a tenant the right to live in a rental unit owned by a landlord.
- Although a lease is typically a written document, it can also be a verbal agreement.
- A lease must establish the length of a period of a tenancy, such as weekly, monthly or yearly, OR it must establish the fixed term of a tenancy (for example 8 months, 12 months).
- A written lease must include the legal name and address of a landlord.
- A copy of a written lease must be given to a tenant within 21 days of signing.
- If a lease is not written, a tenant must be given written notice of the legal name and address of a landlord within 21 days of the start of a tenancy.

The Residential Tenancies Act

- Most landlord and tenant relationships are governed by the Residential Tenancies Act.
- The Residential Tenancies Act *does not* apply if a tenant shares a kitchen or bathroom with an owner of a rental unit or certain of his/her relatives, OR if a tenant lives in a university residence.
- The Landlord and Tenant Board operates toll-free telephone service to provide basic information about the Residential Tenancies Act: 1-888-332-3234. The related web site is: www.ltb.gov.on.ca

Rent

- A lease must stipulate the amount of rent to be paid and its due date.
- Rent can include services such as parking, cable, hydro and grounds maintenance.
- A lease must specify whether the cost of these services is included in rent.

Heating and Utilities

- If a lease stipulates that a landlord will pay for heating a rental unit, then:
 - heat must be accessible between September 15 and June 1;
 - the temperature between 6 a.m. and 11 p.m. must be a minimum of 68 degrees Fahrenheit or 20 degrees Celsius;
 - the temperature between 11 p.m. and 6 a.m. must be a minimum of 64 degrees Fahrenheit or 18 degrees Celsius.

Pets

- A provision in a lease prohibiting the presence of animals is not valid.

Privacy

- A landlord can only enter a rental unit *without* written notice if:
 - there is an emergency;
 - a tenant invites a landlord into a rental unit;
 - a tenant has given written notice to terminate and a landlord wants to show a rental unit to a potential new tenant. \
- A landlord must give 24 hours written notice to enter a rental unit to make repairs or for any other reason established in a lease.

Renewing a Lease

- A landlord cannot force renewal of a lease. If a tenant is at the end of a lease and wants to remain in a rental unit, s/he becomes an "overholding" tenant.
- All the terms of an expiring lease govern on a month to month basis for an overholding tenant and his/her landlord, except in the case of periodic tenancies. N.B.: Certain landlords have special agreements with Queen's University regarding certain rental units, which changes the above and following information.

Terminating a Tenancy at the End of a Lease

- A tenant who does not want to remain in a rental unit at the end of a lease must give a landlord written notice of intention to terminate.
- A year to year or month to month tenant must give a landlord at least 60 days written notice of intention to terminate.
- A tenant with a fixed term lease must also give a landlord written notice of intention to terminate, at least 60 days before the end of the term.
- A week to week or day to day tenant must give a landlord at least 28 days written notice of intention to terminate.

Eviction

- A landlord can terminate a tenancy if a tenant:
 - fails to pay rent;
 - is consistently late in paying rent;
 - commits illegal acts in a rental unit;
 - damages a rental unit;
 - impairs the safety of others in a rental unit ;
 - disturbs the reasonable enjoyment of others in a rental unit;
- A landlord can terminate a tenancy if s/he wants the rental unit for his/her own use.

Maintenance

- Before signing a lease, a tenant should inspect a rental unit and provide a landlord with a complete list of damages to the unit.

DUTIES:

4. We agree that we shall divide our household duties (such as vacuuming, cleaning kitchen and bathrooms, snow shovelling, collecting funds and paying bills) as follows:

SUMMER MONTHS:

5. We agree that we shall use and/or otherwise be responsible for the premises during the summer months (from _____, 20__ to _____, 20__) as follows:

SUBLETS:

6. We agree that, should the premises or a portion thereof be sublet or assigned at any time, this will be arranged as follows (as long as there is compliance with the provisions of the tenancy agreement and the *Residential Tenancies Act*):

We agree that each roommate is responsible for his/her own portion of the rent and other expenses, pursuant to paragraphs #1 and #2, above, until the tenancy agreement terminates. We further agree that, should any roommate prematurely vacate the premises for any reason, he or she is required to provide payment directly to the remaining roommates for such rent and other expenses until the tenancy agreement terminates.

DATED this ____ day of _____, 20 ____, at _____.

We acknowledge that we have read this document and agreed to the terms and conditions it contains. We further acknowledge that we have each received a copy of this document, as well as a copy of any written tenancy agreement.

Tenant/Roommate

Witness

Tenant/Roommate

Witness

Tenant/Roommate

Witness

Tenant/Roommate

Witness

Tenant/Roommate

Witness

Tenant/Roommate

Witness