

5814 57 A Ave Taber AB T1G 1Y4  
403-382-9150 Rick  
rick@ruggedtanks.com  
403-635-0754 Wendy  
wmillo@telus.net



**RESIDENTIAL TENANCY AGREEMENT**

(Fixed Term Tenancy)

**THIS AGREEMENT** made in duplicate the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:** \_\_\_\_\_ Rugged Homes \_\_\_\_\_

(Hereinafter either individually or collectively referred to as the "Landlord")

**AND:** \_\_\_\_\_

(Hereinafter either individually or collectively referred to as the "Tenant")

**PREMISES** 1. The Landlord hereby leases to the Tenant the residential premises described as: \_\_\_\_\_

**TERMS** 2. Unless earlier terminated in accordance with the provisions of the Agreement or with the expressed written consent of the Landlord, this Agreement shall be for a fixed term commencing on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. And ending at 12 o'clock noon on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and no notice shall be required for either the Landlord or Tenant to terminate the tenancy at the end of the fixed term.

**RENT** 3. By signing this form, the Tenant authorizes the Landlord, Rugged Homes, to automatically debit the Tenant's bank account for all monthly charges under this tenancy. The Tenant agrees to pay base rent of \$\_\_\_\_\_ per month, due on or before the first day of each month for the duration of this tenancy agreement. All payments will be processed in advance.

If the tenancy begins on a date other than the first day of the month, the Tenant agrees to pay a prorated rent amount of \$\_\_\_\_\_ for the initial partial month, beginning on \_\_\_\_\_.

Where applicable, the Tenant further agrees to pay the following optional monthly fees, which will be debited at the same time as rent:

- Garage unit rental fee: \$\_\_\_\_\_ per month
- Storage unit rental fee: \$\_\_\_\_\_ per month

In the event of any missed or returned payments, the Landlord may, at their discretion, require that all remaining rent and applicable fees for the term of this Agreement become immediately due and payable.

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By signing this form, the Tenant confirms their consent to the automatic debit of their bank account for rent and any applicable additional fees and acknowledges their understanding of the terms of this pre-authorized debit arrangement.

**UTILITIES**

4. Utilities are the responsibility of the tenant including water and garbage disposal through the Town of Taber. P.O Box 4178, Taber, Alberta, T1G 2C6 Ph.: 587-220-6544 Fax. 403-388-0165.

The Tenant agrees to promptly pay and assume full responsibility for the cost of all utilities and services, including but not limited to cable, internet, telephone, water, garbage, natural gas, and electricity.

**LATE FEES**

5. Any rent payment not made on or before the first day of the month shall incur a late fee of \$\_\_10/day\_\_. If the tenant is unable to pay the late fee it will be deducted from the deposit. Any cheques of the Tenant's not honoured by the Tenant's bank for any reason shall incur a dishonoured cheques fee of \$\_\_50\_\_\_. Any such fees incurred shall be due immediately and recoverable as rent.

**APPLIANCES**

7. The Landlord agrees that throughout the term of this Agreement, the Landlord will supply for the Tenants use a refrigerator, range, microwave, washer/dryer and dishwasher in the premises.

**OTHER OCCUPANTS**

8. The Landlord and the Tenant agree that the premises may be occupied by the Tenants listed above only, unless the Landlord consents in writing to the occupation of the premises by some other or an additional person or persons.

**SECURITY**

9. (a) The Tenant agrees to pay the Landlord a security deposit of \$\_\_\_\_\_ *on* \_\_\_\_\_ (Month/Day/Year). The Tenant will be responsible for the following:

(i) Repairing any damage to the premises (including the building of which the premises form a part, and the property on which the building is located), fixtures, furniture, appliances and any other items leased pursuant to the Agreement, which damage may have been caused by the Tenant, normal wear and tear excepted; PROVIDED that the Landlord meets the inspection report requirements of Section 18 of the Residential Tenancies Act, as set forth in Clause 11 of this Agreement;

(ii) Cleaning the premises, including cleaning of the draperies and carpets, if the Tenant gives up possession of the premises in such condition that the premises require cleaning, normal wear and tear excepted;

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(iii) Payment of rent, and/or utility charges owing to the Landlord by the Tenant and any amounts due to the Landlord as the result of a default of the Tenant under this Agreement; and

(iv) The discharge of any other obligations or liabilities of the Tenant respecting the premises. (Hereinafter either individually or collectively referred to as "damages").

(B) In the event that the quantum of monies required to compensate the Landlord for the damages referenced in subparagraph 9(a) above exceeds the amount of the security deposit, the Tenant shall, immediately upon request from the Landlord, pay to the Landlord any amounts in respect of the damages which is in excess of the security deposit, plus interest thereon from the date initially due until the date the Landlord receives payment in full, whether before or after judgment at the rate of 1.5 percent per month.

(c) The Landlord agrees to deposit the security deposit received from the Tenant in an interest-bearing account at a bank, treasury branch, credit union, or trust company in Alberta within TWO (2) banking days of receiving the security deposit, as required by the Residential Tenancies Act. The Landlord agrees to invest the security deposit only in deposit receipts, deposit notes, certificates of deposit, acceptances or other similar instruments issued by or guaranteed as to principal and interest by a bank, credit union, loan corporation, treasury branch, trust corporation or insurance company authorized to carry on business in Alberta. If the Landlord is entitled, under the Residential Tenancies Act or this Agreement, to money in a security deposit trust account, the money may be withdrawn from the trust account and transferred to the Landlord.

#### ***INTEREST ON SECURITY DEPOSIT***

10. Unless otherwise agreed by the Landlord and the Tenant the Landlord agrees to pay the Tenant interest on the security deposit annually at the rate or rates prescribed by the Residential Tenancies Act and the regulations thereto, as applicable.

#### ***INSPECTIONS***

11. The Landlord and the Tenant agree to complete an inspection of the premises within one week before or after the Tenant takes possession of the premises and within one week before or after the Tenant surrenders possession of the premises. The Landlord agrees to provide the Tenant in each instance with a report of the inspection that describes the condition of the premises. The

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Landlord may complete the inspection without the Tenant if an adult person who falls within the definition of the term “tenant” (as the term “tenant” is defined in the Residential Tenancies Act) has refused to take part in two inspections suggested by the Landlord to take place on different days, on days that are not holidays and between 8:00am and 8:00pm. The Landlord agrees that the inspection reports will contain the statements, and the Landlord and the Tenant agree that the inspection report will be signed, as required by the Residential Tenancies Ministerial Regulation under the Residential Tenancies Act.

**CARE OF PREMISES**

12. (a) The Landlord agrees that the premises supplied to the Tenant by the Landlord at the commencement of the term of this Agreement shall be in a reasonably good state of repair and reasonably clean and that insofar as the Landlord is responsible for the maintenance of the premises pursuant to this Agreement, they will be maintained in a reasonably good state of repair. The landlord also agrees that any items supplied by the Landlord pursuant to Clause 7 of this Agreement shall be in good working order and capable of enjoyment by the Tenant and shall be maintained by the Landlord in a reasonably good state of repair throughout terms of this Agreement.

(b) The Tenant agrees to take good care of the premises and keep them in a reasonably clean condition. Lawn maintenance, including mowing and watering of the yard, is the responsibility of the Tenant. The Tenant also agrees to take good care of any items supplied by the Landlord pursuant to Clause 7 of this Agreement. Storage of personal belongings must be limited to the designated storage room. The Tenant shall not store any flammable or combustible items in the utility room. The rental unit will be inspected on a monthly basis by the Rental Client Services Agent to ensure reasonable cleanliness is maintained.

**MAINTENANCE COSTS**

13. The Tenant shall be responsible for:

- (a) The cost of repairing plugged toilets, sinks, and drains and the cost of all damage resulting directly or indirectly therefrom;
- (b) The cost of replacing light bulbs;
- (c) The cost of replacing or repairing all windows, screens, doors, appliances and fixtures damaged, broken removed or destroyed at any time during the tenancy, whether by the Tenant or any other person or persons invited on the premises by the Tenant;

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(d) The cost of cleaning, repairing and replacing soiled, stained, or damaged floor coverings, counter tops, and draperies; and

(e) The cost of any other repairs or replacements to the premises or the common property of the premises due to Tenant neglect or willful damage by the Tenant or guests.

**TENANT INSURANCE**

14. It shall be the responsibility of the Tenant to:

(a) Insure the Tenant's property on the premises against damage or loss to such property caused by fire, theft, and any other perils which cause such damage or loss;

(b) Obtain and carry general comprehensive liability insurance of a minimum of \$1,000,000.00 coverage against willful or negligent acts or omissions by the Tenant or persons for whom the Tenant is responsibly; and

(c) Provide a copy of Certificate of Insurance to the Landlord prior to occupancy

**WAIVER AND INDEMNITY**

15. 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. The Landlord shall not be responsible for any loss of the Tenant's property in the premises or stored in the building. The Landlord is not responsible for damages inconvenience or fumigation costs due to insect infestation. The Tenant will not cause, and the Tenant will ensure that the family and guests of the Tenant do not cause a nuisance or disturbance to neighbors of the premises.

**BEHAVIOR**

16. The Tenant will not cause, and the Tenant will ensure that the family and guests of the Tenant do not cause a nuisance or disturbance to neighbors of the premises.

**ASSIGNMENT & SUBLETTING**

17. The Tenant shall not have the right to assign or sublet the premises to another person or persons without the written consent of the Landlord.

**RULES AND REGULATIONS**

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19. The Tenant and Tenant's guests will observe and comply with the Landlord's RULE AND REGULATIONS which are attached to and form part of this Agreement, with such reasonable variations and modifications as may be made to such RULES AND REGULATIONS from time to time by way of reasonable written notice from the Landlord to the Tenant, provided that such variations and modifications do not modify the Agreement and are clear and fair and are intended to either:

- (a) Promote the comfort, safety, or welfare of the Tenant, the family, and guests of the Tenant and/or other Tenant's in the building of which the premise for a part;
- (b) Preserve the Landlord's property from abusive use or promote the care and cleanliness of the premises, the building of which the premises form a part, if any, or the property on which the building is located; or
- (c) Make a fair distribution of services or facilities provided for the Tenant's use

**LIABILITY FOR RENT**

20. When two or more persons compromise the Tenant for the purposes of this Agreement, the Landlord may collect the rent due and the utility charges to the Landlord pursuant to this Agreement from any or all of them. The liability each person comprising the Tenant shall be joint and several in respect of any and all obligations of the Tenant under this Agreement.

**QUIET ENJOYMENT**

21. 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 to full use and occupation and peaceful enjoyment of the premises with such security of tenure.

**RIGHT OF ENTRY**

22. Except as otherwise permitted by this paragraph 22, the Landlord shall not enter the premises without the consent of the Tenant or any adult person lawfully on the premises. The Landlord shall have the right to enter the premises:

- (a) Immediately, and without notice or consent:
  - (i) If the Landlord has reasonable grounds to believe that an emergency exists or that the Tenant has abandoned the premises; or
  - (ii) Needs to make repairs or adjustments to the heating, water, electrical, telephone, or other services of the building of which the

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premises form a part. The Tenant acknowledges that access to these services is location in the premises.

(b) Without consent, but after notice to the Tenant

(i) To inspect the state of repair of the premises, monthly inspection may be performed if deemed necessary;

(ii) To make general repairs to the premises;

(iii) To show the premises to prospective purchasers or mortgagees of the premises; or

(iv) To show the premises to prospective tenants after a notice of termination has been served.

***FORCE MAJEURE***

23. 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.

***USE 24.***

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. The premises will not be used for large parties or activities that disturb the peace. If aforementioned activities occur this may be considered grounds for dissolution of the lease.

***COMPLY WITH LAWS***

25. The Tenant shall comply with all health, fire, and other regulations and requirements of competent authorities. The Tenant shall not do anything to create or allow a health, fire or other hazard to exist.

***TENANT'S COPY OF AGREEMENT***

26. The Landlord shall deliver to the Tenant a duplicate copy of this Agreement signed by the Landlord within TWENTY-ONE (21) days after execution of this Agreement by the Tenant and return of this Agreement to the Landlord. Where a

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copy of this Agreement is not delivered within the time specified, the Tenant may withhold payment of rent.

**BINDING EFFECT** 27. This Agreement shall extend to, be binding upon and ensure to the benefit of the heirs, executors, administrators, successors and assigns of the Tenant.

**CONDO BOARD COMPLIANCE**

28. N/A PARKING

29. Parking space in front of each unit will be provided to the Tenant by the Landlord. Concrete pad needs to be kept clear of garbage, snow and any non-operative automobile. They are to be used only for up to 2 operational vehicles and not for storage of any other items. If any nuisance items are noted tenant will have 14 days to remove items for the property or may be grounds for dissolution of tenancy contract and dismissal from the property. Trailers cannot be stored on the vehicle parking pad.

**BUILDING / KEY FOBS** 30. N/A Furnishings

31. Unfurnished.

**LANDLORD'S ADDRESS** 32. The Landlord will advise the Tenant of the address and postal code within Alberta of the Landlord within seven (7) days of the Tenant's taking possession of the premises and will advise the Tenant of any change in such information as required by the Residential Tenancies Act. Unless otherwise provided, the Landlord's address for notice is:

Address: **5814 57 A Taber AB T1G 1Y4**

Phone: **403-635-0754 Wendy** or **403-382-9150 Rick Bergen**

Email: [wmillo@telus.net](mailto:wmillo@telus.net) or [rick@ruggedtanks.com](mailto:rick@ruggedtanks.com)

**HEADINGS** 33. The headings in this Agreement are inserted for convenience of reference only and shall not affect the construction of this Agreement

**CONFLICTS** 34. The tenancy created by this Residential Tenancy Agreement is governed by the Residential Tenancies Act and if there is a conflict between the Residential Tenancy Agreement and the Act, the Act prevails.

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**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

Signed by The Landlord in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Landlord or Landlord's Agent

Signed by the Tenant in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

**RECEIPT OF LEASE**

I hereby acknowledge receipt of a DUPLICATE ORIGINAL OF THIS RESIDENTIAL TENANCY AGREEMENT the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant's Signature

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## ***RULES AND REGULATIONS***

### ***MAINTENANCE***

1. This house is a non-smoking residence. Smoking in the house will be grounds for dissolution of the lease. Smoking in the house will also lead to the loss of the damage deposit to clean the unit plus any additional charges based upon a professional restoration company's quote for a complete restoration.
2. The Tenant shall dispose of all garbage from the premises in a proper manner. The Tenant shall use the decks, entrance and walks in a proper manner.
3. If windows or doors are left open on the premises by the Tenant or by any person invited on the premises by the Tenant, causing plumbing to freeze, damage by rain or water damage to floors or walls, damage by wind, the Tenant shall be responsible for any damage occasioned by such action.
4. The Tenant agrees to immediately report to the Landlord any and all damage that may occur to the premises.
5. Only small picture hooks and small nails may be used for the hanging of pictures in the premises.
6. The Tenant shall be responsible for replacing glass with glass of a kind and quality similar to that, which may be broken, cracked or damaged due to the negligence, or willful misconduct of the Tenant or any other person or persons invited on the premises by the Tenant.
7. The hallways, passages, and stairs of the building in which the premises are situated shall be used for no purpose other than going to and from the premises and the Tenant shall not in any way encumber those areas with boxes, furniture, or other material or place or leave rubbish in those areas and other areas used in common with other tenants.
8. Boots and rubbers which are soiled or wet shall be removed at the entrance to the building in which the premises are located and taken into the Tenant's premises.
9. No structural alterations, painting, papering, or redecorating shall be done by the Tenant without the prior written consent of the Landlord.

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10. Neither the Tenant nor the Landlord shall add to or change locks on doors giving access to the premises or to any building or property of which the premises form a part without the prior written consent of the other party. After consent is given by the Landlord, the Tenant is required to provide the Landlord with a key for any locks installed or changed by the tenant.

11. The Tenant will place plastic or other soft sliders/protectors on the bottom of each leg of furniture.

***SAFETY***

12. The Tenant must keep and observe all health, fire, and police regulations of the Province and city, town or municipality in which the premises are located.

13. No additional electric wiring or heating units shall be installed in the premises without the prior written consent of the Landlord.

14. No combustible material or flammable liquid shall be kept on the premises except in small quantities and in containers approved for this purpose.

15. If the Tenant is absent from the premises and the premises are unoccupied for a period of fourteen (14) days or longer, the Tenant shall notify the Landlord and arrange for a regular inspection by a competent person. 16. The Tenant must obtain the approval of the Landlord before a waterbed or waterbeds are used on the premises.

***CONSIDERATION OF OTHERS***

17. Noise shall not be permitted in the premises which, in the opinion of the Landlord, disturbs the comfort of the neighbors to the premises.

18. No pets, animals, reptiles, or birds of any kind shall be allowed or kept in or about the premises either on a permanent or temporary basis.

19. The Tenant will not leave guests in charge of the premises or have guests stay longer than three (3) weeks without notifying the Landlord.

20. If parking facilities are provided, they are provided at the Tenant's own risk and the Tenant is required to park in the stall allotted to the Tenant. Unlicensed or inoperable vehicles parked on the Landlord's property will be removed at the Tenant's expense. Concrete pads at the base of front and back steps need to be kept clear of garbage, snow and ice and are the responsibility of the tenant.

21. The Tenant shall not place or expose or allow to be placed or exposed anywhere within the premises within or without, any placard, notice plate, or

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sign for advertising purposes, nor shall the Tenant affix to the premises or erect thereon any radio or TV antenna or towers, without the prior written consent of the Landlord.

Signed by The Landlord in the presence of (if not a corporation):

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Landlord or Landlord's Agent

Signed by the Tenant in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

Tenant(s):

All information in this lease is true/correct & will be used to determine our Tenant worthiness. I/We authorize /consent to the Landlord receiving & exchanging with other persons any information from references as to our credit worthiness