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Ontario residential lease agreement form

This information is not legal advice; consult a lawyer for specific guidance on leases or the Residential Tenancies Act. As of April 30, 2018, most residential tenancy agreements require a standard lease. Until February 28, 2021, either the old or updated version can be used. For new agreements signed after March 1, 2021, the updated standard lease is mandatory. The standard lease creates a contract between landlord and tenant, but does not apply to certain special tenancies. The Residential Tenancies act ensures equal treatment in housing without discrimination or harassment. A lease cannot modify rights or responsibilities under this act. For information on landlords' and tenants' rights and responsibilities, contact the Landlord and Tenant Board (Monday to Friday, 8:30 a.m. to 5:00 p.m.) at 1-888-332-3234 (toll-free) or 416-645-8080 (tel). The standard lease contains sections on: 1. Parties to the agreement: names of landlord(s) and tenant(s). 2. Rental unit: describes the rental unit, address, parking spaces (if any), and location. 3. Contact information: landlord's address for notices, with space for email addresses if allowed by the Landlord and Tenant Board. 4. Term of tenancy agreement: start date and term length. Note that an updated version of the standard lease is now available, and certain special tenancies are exempt from this requirement. Here are the key points of a standard lease agreement: 1. Types of Tenancy: * A tenant's term or monthly tenancy can vary depending on whether it is weekly, daily, or another agreed-upon period. 2. Rent Calculation: * The total rent includes base rent and any additional charges for services like parking or storage lockers. 3. Payment Details: * Rent must be paid to the landlord in a specified manner (e.g., cheques) with any administrative charges applied if cheques are returned. 4. Services and Utilities: * Some services, such as air conditioning or electricity, may be included in the rent or subject to separate fees. 5. Seasonal Increases: * Landlords and tenants can agree to seasonal increases for additional services like air conditioning or heating during winter months. 6. Utility Responsibilities: * The landlord and tenant must agree on who is responsible for paying utility bills (electricity, heat, water). 7. Rent Discounts: * A landlord may offer a rent discount, but the tenant will still be required to pay the full rent plus lawful increases after the discount ends. 8. Rent Deposit: * The amount of the rent deposit and its treatment are limited by law; it cannot be used as a damage deposit. 9. Key Deposit: * Similar to rent deposits, key deposits have specific limits and rules governing their use. 10. Smoking Policy: * Indoor common areas must remain smoke-free, and the landlord and tenant can agree on smoking policies within the rental unit. 11. Liability Insurance: * The tenant may be required to carry liability insurance, with proof of coverage provided upon request. 12. Decorative Changes: * Tenants are allowed to install decorative items like pictures or window coverings with the landlord's permission for other changes. 13. Maintenance and Repairs: * Landlords are responsible for maintaining the rental unit and property, ensuring regular upkeep and repairs. Note: Specific details may vary based on provincial laws and agreements between landlords and tenants. Tenant is responsible for damage caused by themselves or guests. They must also keep the unit clean unless landlord agreed otherwise. If both parties want extra details, they can be written in section 15.14. Tenant needs permission from landlord to sublet or assign the unit to someone else. Landlord cannot unreasonably deny consent. Additional terms that are specific to tenancy can be added by both parties in section 15.15. These must be clearly stated and attached to the lease agreement. However, any term that tries to take away a right or responsibility is void. Examples include restrictions on pets, guests, or repairs. Both landlord and tenant should get legal advice before agreeing to extra terms. Any changes to the agreement must be written down. The parties agree to follow the terms of the agreement by signing section 17. Landlord gives a copy of the agreement to the tenant within 21 days after they sign it. Given article text here The standard form of lease, also known as a residential rental units. Until February 28, 2021, landlords and tenants could use either the old or updated version of this form. However, starting March 1, 2021, new agreements must use the updated standard lease dated December 2020. The Central Forms Repository provides downloadable versions of the document in various formats, including PDFs. It is recommended to update Adobe Reader to the latest version to access these forms properly. Form 2229E becomes mandatory in Ontario residential tenancies starting April 30, 2018. Q: What information does Form 2229E include? A: The form contains essential details about rental premises, rent, payment terms, and key responsibilities for both landlords and tenants. Q: Can I modify Form 2229E? A: Certain sections allow additional terms or conditions, but the mandatory parts cannot be altered or removed. Q: What happens if a landlord/tenant ignores Form 2229E? A: Failing to use the form may lead to penalties or legal repercussions. Q: Are there exemptions from using Form 2229E? A: Yes, some types of tenancies, like care homes and social housing, are exempt. Q: Is Form 2229E only for Ontario residents? A: The form is designed specifically for residential tenancies in Ontario and may not be valid elsewhere.

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