

Form 1.1

TENANT'S RIGHT TO CANCEL

Under section 7.1 of *The Residential Tenancies Act*, you may cancel a tenancy agreement that includes the provision of tenant services within 48 hours of signing the agreement. The 48 hours does not include Saturdays, Sundays and holidays.

However, you do not have the right to cancel if you take possession of the rental unit before the end of the 48-hour period.

To cancel, you must

- personally give written notice of the cancellation to the landlord; or
- send written notice of the cancellation by fax to the fax number given by the landlord for this purpose.

To be completed by the landlord.	
Landlord's Name:	_____
Landlord's Address:	_____ _____
	Fax: _____

A tenancy agreement that is cancelled in accordance with section 7.1 is deemed to be terminated when the notice is given or faxed to the landlord.

If you cancel, be sure to keep a copy of your written notice of cancellation and confirmation of fax transmission.

NOTE: This page must be given to the tenant when the tenant signs any tenancy agreement that includes the provision of tenant services.

Form 1.1

Standard Residential Tenancy Agreement
(For tenancies that include tenant services)

This form of Tenancy Agreement is prescribed under *The Residential Tenancies Act* (the Act) and applies to all residential tenancies in Manitoba where the landlord provides tenant services as defined in the Act. All information in this form must be shown in not less than 12-point type. Two copies must be 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, telephone and fax number of landlord(s)

and

_____, the Tenant
Name of tenant(s)

1. Rental Unit

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

Address

The unit is registered as a condominium Yes No

Note: If the unit is registered as a condominium, the unit may be sold. If it is sold and the purchaser wants to move in, the tenant may be given notice to move, subject to this agreement and any rights to continue living in the unit the tenant may have under *The Residential Tenancies Act* or *The Condominium Act*.

2. Term of Tenancy

Complete either (a) or (b), but not both:

(a) Fixed Term Tenancy

The tenancy is for a fixed term beginning on _____, 20____ and ending
(date)

on _____, 20____.
(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 date the agreement ends. If the tenant does not sign and return the renewal at least two months before the date the agreement ends, this agreement will expire on that date.

(b) Periodic Tenancy

The tenancy is periodic, beginning on _____, 20____ and continuing from _____ (week to week, month to month, or other period)

3. Deposit (if required)

The landlord acknowledges receipt from the tenant of:

- checkbox a security deposit of \$ _____ on _____, 20____ (maximum amount = 1/2 month's Rent Payable)
checkbox a pet damage deposit of \$ _____ on _____, 20____ (maximum amount = 1 month's Rent Payable)
checkbox a tenant services security deposit of \$ _____ on _____, 20____ (maximum amount = 1/2 of Tenant Services Charge)

4. Rent and Tenant Services Charge

Unless otherwise agreed upon, the tenant shall ensure that the payment for rent and tenant services charge is delivered to the address provided by the landlord.

Payment is due on the _____ day of each month. The tenant must pay on time. If the payment is late, the landlord may charge a late payment fee of \$10.00 for the first day the payment is due and \$2.00 a day after that until the payment is paid in full (maximum late payment fee - \$100.00). The landlord may also give the tenant a Notice of Termination for Non-Payment of Rent and Tenant Services Charge.

Unless otherwise agreed upon by the landlord and tenant, the tenant may not opt out of paying for tenant services. The tenant is responsible to pay for the services even though the tenant may not use the services.

The tenant agrees to pay to the landlord the following amount:

Table with 2 columns: Description and Amount. Rows include Basic Rent, For _____ parking spaces, Other (specify): _____, Rent Payable, Less Rent Discount*, Actual Amount Tenant Must Pay For Rent, Tenant Services Charge Payable (from the Schedule), and Total Amount Tenant Must Pay.

(Complete this section if a rent increase on the rental unit is due before the date this agreement ends.)

- The landlord plans to increase the rent by the annual rent increase guideline on (date) _____ . The landlord must provide the tenant with a Notice of Rent Increase at least 3 months before the rent is increased.
- The landlord plans to apply for a rent increase above the guideline to increase the rent on (date) _____ . The proposed Rent Payable will be \$ _____ . The landlord must provide the tenant with a Notice of Rent Increase at least 3 months before the rent is increased.

(For information about tenant services charge increase, see the Schedule.)

***Rent Discount**

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, a discount cannot be reduced or removed unless the tenant fails to meet a condition of a conditional discount or the landlord gives the tenant at least 3 months' written notice of the reduction or removal. 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.

(Complete this section if there is a rent discount.)

The landlord is offering a rent discount of \$ _____ subject to the following conditions, if any:

(Provide details of any conditions)

(Complete this section, if this form is being used to renew an existing tenancy agreement or there is a change to the discount during the term of this agreement.)

- Discount is the same as last year's or increased by \$ _____ .
- Discount is reduced by \$ _____ .
- Discount is removed.
- The proposed Rent Payable 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 Actual Amount Tenant Must Pay for Rent will not exceed \$ _____ .

5. Tenant Services

The landlord agrees to provide the tenant services shown on the attached Schedule. The landlord may only reduce or withdraw a tenant service after giving the tenant three months' written notice of the reduction or withdrawal.

6. Services and Facilities (Other than Tenant Services as referred to in the Schedule)

(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:

The landlord must not reduce or withdraw a service that is included in the rent, unless the landlord applies to the Residential Tenancies Branch for approval.

7. Occupants of Rental Unit

In addition to the tenant, only the following people may occupy the rental unit:

If the tenant wants an additional person to occupy the unit, the tenant must get the landlord's consent. In these circumstances, the landlord will be entitled to increase the tenant services charge payable. If the tenant has guests who use the tenant services (e.g. meals), the landlord may charge an additional fee.

8. Use of Rental Unit for Residential Purposes only

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.

9. Furniture

Check either (a) or (b):

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

10. Entry to Provide Tenant Services

The landlord has the right to enter the rental unit to provide tenant services to the tenant as shown on the Schedule without giving the tenant advance notice.

11. Obligations under Act

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

12. Assignment or Subletting (check one)

- The tenant may assign or sublet this agreement with the written consent of the landlord. See Form 3 of the Residential Tenancies Regulation for more information.
- The tenant may not assign this agreement. The tenant may terminate this agreement by giving the landlord a notice of termination on the last day of a rental payment period to be effective not earlier than the last day of the following rental payment period.

13. Ending the Tenancy

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

14. Additional Rules and Conditions

The landlord and tenant agree to comply with any additional rules and conditions that are attached to this tenancy agreement. To be enforceable, rules and any amendments must be given to the tenant in writing and be reasonable in all circumstances. Any additional rule or condition that is inconsistent with the Act cannot be enforced.

15. Signatures

Do not sign this agreement unless you understand and agree with everything in it.

_____	_____	_____
Date	Print name of landlord	Signature of landlord
_____	_____	_____
Date	Print name of tenant	Signature of tenant
_____	_____	_____
Date	Print name of tenant or personal representative	Signature of tenant or personal representative

Note: Any change or addition to this tenancy agreement should be agreed to in writing and initialled by both the landlord and the tenant.

Resolving Complaints

If the tenant has a question or concern about anything relating to this tenancy, the tenant should contact: _____

(provide name and contact information for landlord's representative)

If the landlord cannot resolve an issue to the satisfaction of the tenant, either the tenant or landlord may contact the Residential Tenancies Branch for assistance.

Residential Tenancies Branch Offices

Winnipeg
1700-155 Carlton Street
945-2476
1-800-782-8403
rtb@gov.mb.ca

Brandon
157-340 9th Street
726-6230
1-800-656-8481
rtbbrandon@gov.mb.ca

Thompson
113-59 Elizabeth Drive
677-6496
1-800-229-0639
rtbthompson@gov.mb.ca

The Residential Tenancies Act – The following information is intended as a brief explanation. Please refer to the Act for the actual provisions.

<p>Deposits</p> <ul style="list-style-type: none"> ○ A landlord may collect <ul style="list-style-type: none"> • a security deposit (cannot be more than one half of one month's rent); • a pet damage deposit if the landlord allows tenant to have a pet (cannot be more than one full month's rent); • a tenant services security deposit if the tenancy agreement includes the provision of tenant services (cannot be more than one half of one month's tenant services charge). ○ For rental units in subsidized housing, the rent amount used when calculating an allowable deposit is the rent payable before the reduction on account of the subsidy. ○ The landlord is entitled to hold the deposit(s) for the length of the tenancy. ○ The tenant is entitled to interest on the deposit(s) from the date the deposit(s) is paid to the date it is paid back, or ordered to be paid back. ○ The deposit(s) can only be used for the last month's rent or tenant services charge with the consent of the landlord. 	<p>Landlord Responsibilities</p> <ul style="list-style-type: none"> ○ provide a written receipt when rent or a tenant services charge is paid in cash (automatic debit or pre-authorized remittance are considered cash payments); ○ maintain the appearance of the rental unit in proper condition considering the length of time of the tenancy; ○ do repairs and keep the unit in good condition; ○ ensure the supply of essential services such as heat, gas, electricity, hot and cold water or other public utilities that the landlord is required to provide; ○ do not interfere with the supply of essential services and tenant services; ○ allow a tenant to enjoy the use of the rental unit, the residential complex, and tenant services for all usual purposes; ○ investigate complaints of disturbance or endangering of safety as soon as possible and try to resolve the problem; ○ provide and maintain sufficient doors and locks to make a rental unit reasonably secure; ○ give tenants the opportunity to make representations to the landlord about the residential complex and tenant services.
<p>Tenant Responsibilities</p> <ul style="list-style-type: none"> ○ pay the rent and tenant services charge on time; ○ keep the rental unit and the residential complex clean; ○ take reasonable care not to damage the rental unit, the residential complex and anything related to the tenant services; ○ do not disturb others in the residential complex or neighbouring property; ○ do not endanger the safety of others in the building; ○ make sure that the people invited into the rental unit or residential complex do not cause damage or disturb or endanger the safety of others; ○ obey the landlord's reasonable rules and regulations; ○ notify the landlord of necessary repairs. 	<p>Rent Increases</p> <ul style="list-style-type: none"> ○ In most cases, a landlord can legally increase the rent only once every 12 months. ○ A landlord must give a tenant three months' written notice of an increase. ○ Each year, the government sets a limit on the amount that rents can be increased. This limit is called a rent increase guideline. The guideline applies to most rental units. ○ Tenants have the right to object to rent increases above the guideline. ○ Landlords who want to increase the rent by more than the guideline must receive approval from the Residential Tenancies Branch. <p>Tenant Services Charge Increases</p> <ul style="list-style-type: none"> ○ A landlord can legally increase the tenant services charge only once every 12 months. ○ A landlord must give a tenant three months' written notice of an increase.

Right of Entry

- A landlord who enters a rental unit to provide tenant services in accordance with a tenancy agreement is not required to give notice before entering.
- A landlord usually needs to give a tenant written notice before they go into a suite for any other reason. The landlord must give the tenant at least 24 hours, but not more than two weeks' notice.
- If the time and date is not convenient for the tenant, they can tell the landlord. But they must give the landlord a chance to go in on another day or time.
- A landlord may enter, after giving proper notice, to carry out responsibilities like repairs.
- A landlord may enter without notice if there is an emergency or to show the premises to potential renters after a tenant has given or been given notice to move out.
- A landlord or tenant must not change the lock to a rental unit without the other's consent.

Ending the Tenancy**Tenants**

- To end a month-to-month tenancy, notice must be given on the last day of a rental payment period to take effect on the last day of the next period.
- A fixed-term agreement (e.g. one-year lease) cannot usually be terminated during the term; there are some exceptions – contact the Branch for information.

Landlords

- Landlords may only terminate tenancies for cause (e.g. non-payment of rent or tenant services charge, nuisance or damage) or if they require the rental unit for their own use or for renovations or demolition.
- The length of notice required varies – contact the Branch for information.

Form 1.1

Schedule

(This schedule is attached to and forms part of the agreement between _____
(name of landlord)
the landlord and _____ the tenant, dated _____, 20 _____.)
(name of tenant)

Tenant Services

The landlord agrees to provide the following tenant services to the tenant:

(Provide details about the nature of each service and how frequently it will be provided. Attach additional pages if necessary.)

- Meal service _____
- Housekeeping service in the rental unit _____
- Personal laundry service _____
- Linen service _____
- Recreation and wellness service _____
- Transportation _____
- Personal emergency response service _____
- Cash management service _____
- Other (specify): _____

Note: The landlord may only reduce or withdraw a tenant service with three months' written notice.

The tenant services charge for these services is \$ _____ per month. The tenant services charge may be increased once every 12 months with three months' written notice.

Additional Services

The landlord may offer the following services to tenants on a fee per use basis:

- Hair Salon Dry Cleaning Guest Suite
- Post Office On-site Store
- Other (Specify): _____
- Other (Specify): _____

The landlord may increase the charge or stop offering these additional services without notice.