

Form 1.1

Standard Residential Tenancy Agreement (Mobile Homes and Sites)

This form of Agreement is prescribed under The Residential Tenancies Act (the Act) and applies to all residential tenancies in Manitoba respecting mobile homes and mobile home sites. 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,
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:

- a mobile home
a mobile home site
a mobile home and mobile home site

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__
For rental unit:	\$ _____	\$ _____
Other (specify): _____	\$ _____	\$ _____
Total rent:	\$ _____	\$ _____
Less discount (if any):	\$ _____	\$ _____
Rent payable:	\$ _____	\$ _____

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.

Licence fees and municipal taxes on mobile home

5. (Check applicable boxes.)

The tenant agrees to pay

- municipal licence fees, or
- municipal taxes on the mobile home and any other structures on the mobile home site

to: the landlord, or
 the municipality

_____ (name of municipality)

on or before the following due dates:

- Municipality's annual due date (specify below) Monthly payments (specify below) Other (specify below)

(**Note:** A tenant may be required to pay municipal taxes or licence fees on a mobile home and/or other assessable property on a mobile home site **only** if the mobile home or other property is not owned by the landlord.)

Services and Facilities

6. (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

7. 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

8. 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

9. 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

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

Termination

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

Additional Rules and Conditions

12. 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

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