

Form 2

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 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

1. Address of Rental Unit

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

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 on _____, 20____.
(date) (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 _____.
(date) (week to week, month to month, or other period.)

3. Deposit Required (maximum = 1/2 month's Rent Payable for security deposit, 1 month's Rent Payable for pet damage deposit)

The landlord acknowledges receipt from the tenant of:

- a security deposit of \$ _____ on _____, 20____.
- a pet damage deposit of \$ _____ on _____, 20____.

4. Rent

Unless otherwise agreed upon, the tenant shall ensure that the rent is delivered to the address provided by the landlord.

Rent payments are due on the _____ day of each _____. The tenant must pay the rent on time. If the rent is not paid on the date it is due, the landlord may charge a late payment fee of \$10.00 for the first day the rent is due and \$2.00 a day after that until the rent 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.

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

Basic Rent:	\$ _____
For _____ parking spaces:	\$ _____
Other (specify):	\$ _____
Rent Payable	\$ _____
Less Rent Discount*	\$ _____
Actual 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.

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

***Rent Discount**

A landlord is not required to offer a rent discount, but if a discount is given, it must be set out in writing. 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.

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

(Provide details of any conditions – add additional pages if necessary)

(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 will not exceed \$_____.

5. Licence Fees and Municipal Taxes on Mobile Home

(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.)

6. Services and Facilities

(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 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:

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. Obligations under Act

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

11. Assignment or Subletting

This agreement can only be assigned or sublet with the prior written consent of the landlord. See Form 3 of the *Residential Tenancies Regulation* for more information.

12. Ending the Tenancy

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

13. Additional Rules and Conditions

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.

14. 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	Signature of tenant

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

Resolving Disputes – If there are problems or disagreements, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancies Branch for information about their rights and responsibilities or dispute resolution.

Residential Tenancies Branch Offices

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

Brandon
157-340 9th St.
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 a security deposit; a landlord who allows a tenant to have a pet may also collect a pet damage deposit. ○ A security deposit cannot be more than one half of one month's rent. ○ A pet damage deposit, if the landlord allows the tenant to have a pet, cannot be more than one full month's rent. ○ 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 for the length of the tenancy. ○ The tenant is entitled to interest on the deposit from the date the deposit is paid to the date it is paid back, or ordered to be paid back. ○ The deposit can only be used for the last month's rent with the consent of the landlord. 	<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 a rent 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>Landlord Responsibilities</p> <ul style="list-style-type: none"> ○ provide a written receipt when rent 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; ○ pay utility bills for essential services that are included in the rent (e.g. heat, gas, electricity, hot and cold water) so that service is not disconnected for non-payment; ○ do not interfere with the supply of essential services; ○ allow a tenant to enjoy the use of the rental unit and the residential complex for residential 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. 	<p>Right of Entry</p> <ul style="list-style-type: none"> ○ A landlord usually needs to give a tenant written notice before they go into a suite. ○ The landlord must give the tenant at least 24 hours, but not more than two weeks' notice. ○ If there is a good reason that the landlord should not enter as shown in the notice, the tenant should let the landlord know. But, the tenant must allow the landlord 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.
<p>Tenant Responsibilities</p> <ul style="list-style-type: none"> ○ pay the rent on time; ○ keep the rental unit and the residential complex clean; ○ take reasonable care not to damage the rental unit and the residential complex; ○ 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>Ending the Tenancy</p> <p>Tenants</p> <ul style="list-style-type: none"> ○ To end a month-to-month tenancy, notice must be given on or before 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. <p>Landlords</p> <ul style="list-style-type: none"> ○ Landlords may only terminate tenancies for cause (e.g. non-payment of rent, nuisance or damage) or if they require the rental unit for their own use or for renovations or demolition.

	o The length of notice required varies – contact the Branch for information.
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