

● 安省标准租房合同 ● 大刘为您逐条解读 📄

(2018年4月30日实施)

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Residential Tenancy Agreement (Standard Form of Lease)

Note

This tenancy agreement (or lease) is required for tenancies entered into on **April 30, 2018 or later**. It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).

Residential tenancies in Ontario are governed by the *Residential Tenancies Act, 2006*. This agreement cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

Under the Ontario *Human Rights Code*, everyone has the right to equal treatment in housing without discrimination or harassment.

All sections of this agreement are mandatory and cannot be changed.

1. Parties to the Agreement

Residential Tenancy Agreement between:

Landlord(s)

Landlord's Legal Name

Landlord's Legal Name

Note:

See Part B in General Information

and Tenant(s)

Last Name

First Name

Last Name

First Name

Last Name

First Name

Last Name

First Name

Last Name

First Name

● 第一项 ●

- ◆ 房东的法律全名，要求该物业的所有Owner，要共同签署租约；
- ◆ 如果涉及POA授权委托书，则应该附上；
- ◆ 租客有权利要求房东提供安省有效证件、地税单，以核实产权；
- ◆ 如果没有POA，则物业管理公司、亲属等均无权签署租约；
- ◆ 如果房东使用数字公司名字签约，则租客应谨慎，请先咨询法律顾问；
- ◆ 建议所有成年租客都应该填报姓名、共同签署租约，有利于报税和卡证办理等；
- ◆ 如果租客是未满18岁的中学生，我仍然建议监护人和留学生共同签约，积极参与、有助成长；
- ◆ 租客、房东姓名都要跟有效证件完全一致，严格避免拼写错误

2. Rental Unit			
The landlord will rent to the tenant the rental unit at:			
Unit (e.g., unit 1 or basement unit)	Street Number	Street Name	
City/Town	Province Ontario		Postal Code
Number of vehicle parking spaces and description (e.g., indoor/outdoor, location)			
The rental unit is a unit in a condominium.			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, the tenant agrees to comply with the condominium declaration, by-laws and rules, as provided by the landlord.			
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● 第二项 ●

- ◆ 出租物业的精准地址和邮编，CanadaPost网站的邮编是最权威的，比地图信息可靠；
- ◆ 如果是"部分出租"，恰当描述，例如：BASEMENT APT, MAIN-LEVEL APT, 或者MASTER BEDROOM
- ◆ 停车位描述，如果是Condo或普通公寓例如 P2#238，如果是Freehold例如Garage, Driveway等

◆ 如果没有车位，填写 NONE

◆ 如果出租CONDO， YES，房东应该向租客提供Condo大厦的居住手册和管理手册，电子版或文档

◆ 如果房东已知自己的CONDO有一些"特殊条例"，例如：订电梯搬家收费\$150不予退还、Board正在讨论一户一表、严禁宠物、不提供第三个FOB、不允许分租给室友等，应在签约前就知会租客，以免造成各种纠纷

3. Contact Information

Address for Giving Notices or Documents to the Landlord

Unit	Street Number	Street Name	PO Box
City/Town		Province	Postal Code/ZIP Code

Both the landlord and tenant agree to receive notices and documents by email, where allowed by the Landlord and Tenant Board's Rules of Practice.

Yes No

If yes, provide email addresses:

The landlord is providing phone and/or email contact information for emergencies or day-to-day communications:

Yes No

If yes, provide information:

Note:

See Part B and E in General Information

● 第三项 ●

◆ 房东的邮寄地址，如果房东在海外，应该提供可靠的Rep. 邮寄地址，例如：关系密切的亲属，物管经理

◆ 房东和租客的电子邮件

◆ 房东的日常联系方式例如 📱 手机和电邮✉️等

◆ 建议双方均提供"紧急联系人"的电话信息 📱 和电邮✉️

4. Term of Tenancy Agreement

This tenancy starts on: _____ Date (yyyy/mm/dd)

This tenancy agreement is for: (select an option below and fill in details as needed)

a fixed length of time ending on: _____ Date (yyyy/mm/dd)

a monthly tenancy

other (such as daily, weekly, please specify): _____

Note:

The tenant does not have to move out at the end of the term. See Parts C and D in General Information.

● 第四项 ●

◆ 起租日期，这个日期可以是任何一天，不一定非得是1号，后面有安排计算方式

◆ 租期选择：固定租期、按月租期、周租或日租

◆ 每一轮租期结束，租客如果没有犯错，是可以自动延续的，通常Fixed-->Monthly, Monthly-->Monthly, Weekly-->Weekly, Daily-->Daily

5. Rent

a) Rent is to be paid on the _____ (e.g., first, second, last) day of each (select one):

Month

Other (e.g., weekly) _____

b) The tenant will pay the following rent:

Base rent for the rental unit _____

Parking (if applicable) _____

Other services and utilities (specify if applicable):

Total Rent (Lawful Rent) _____

This is the lawful rent for the unit, subject to any rent increases allowed under the *Residential Tenancies Act, 2006*. For example, the landlord and tenant may agree to a seasonal rent increase for additional services of air conditioning or a block heater plug-in. This amount does not include any rent discounts (see Section 7 and Part G in General Information).

c) Rent is payable to:

d) Rent will be paid using the following methods:

Note:

The tenant cannot be required to pay rent by post-dated cheques or automatic payments, but can choose to do so.

e) If the first rental period (e.g., month) is a partial period, the tenant will pay a partial rent of \$ _____ on

_____. This partial rent covers the rental of the unit from _____ to _____.
Date (yyyy/mm/dd) Date (yyyy/mm/dd) Date (yyyy/mm/dd)

f) If the tenant's cheque is returned because of non-sufficient funds (NSF), the tenant will have to pay the landlord's administration charge of \$ _____ plus any NSF charges made by the landlord's bank.

Note:

The landlord's administration charge for an NSF cheque cannot be more than \$20.00

● 第五项 ●

◆ 月租或周租的每一个"缴租日"，当然是跟第四项的"起租日"一致最简单

- ◆ GTA月租Plan最为常见，每个月的1号缴租，是最容易记忆和方便管理的
- ◆ 房东仍要考量那些经济实力较为脆弱的租客的"发薪日"，做出明智的安排
- ◆ Total Rent = Lawful Rent
- ◆ Base Rent + 车位租金 + 电费或者水电气费用 + 上网费 + 其它 都有可能
- ◆ 如果Utilities Fee被房东制定出一个固定数字，也可以，例如 Utilities ▪ □\$150/Month
- ◆ 如果租客负责全部账单，则建议：Utilities (Water + Hydro + Gas) ▪ □ Pay Actual Bills in Full Amount
- ◆ Lawful Rent 以外的季节性服务收费的调整，另外安排
- ◆ 租金通常付给Property Owner，如果是AB联名，支票开给A and B，除非房东在c)安排，需谨慎核实
- ◆ 双方商议付款方式，建议使用传统的Post-Dated Checks，可避免频繁交涉和提醒
- ◆ 初始租期的不足一个月的零散天数，可以专门计算出一个租金数字，然后就是Full Amount Monthly Rent
- ◆ 每次支票跳票的总罚金 = 银行NSF Charge + 不能超过\$20的房东Charge
- ◆ 建议租客和房东应保存所有支票的复印件或照片，每张支票的号码需清晰

6. Services and Utilities

The following services are included in the lawful rent for the rental unit, as specified:

- | | | | | |
|--------------------------|------------------------------|-----------------------------|------------------------------------|--------------------------------------|
| Gas | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | |
| Air conditioning | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | |
| Additional storage space | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | |
| On-Site Laundry | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> No Charge | <input type="checkbox"/> Pay Per use |
| Guest Parking | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> No Charge | <input type="checkbox"/> Pay Per use |
| Other _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | |
| Other _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | |
| Other _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | |
| Other _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | |
| Other _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | |

Provide details about services or list any additional services if needed (if necessary add additional pages):

The following utilities are the responsibility of:

- | | | |
|-------------|-----------------------------------|---------------------------------|
| Electricity | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| Heat | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| Water | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |

If the tenant is responsible for any utilities, provide details of the arrangement, e.g. tenant sets up account with and pays the utility provider, tenant pays a portion of the utility costs (if necessary add additional pages):

Note:

If the tenant will be responsible for paying for electricity measured by a meter or suite meter, the landlord must give the prospective tenant available information about the electricity usage in the rental unit over the last twelve months using the appropriate Landlord and Tenant Board form.

● 第六项 ●

SERVICES:

◆ Lawful Rent可包括多项服务和设施，例如：暖气、冷气、Locker、洗衣房、访客车位，甚至室内外游泳池、Lawn Care

◆ 双方不要嫌麻烦，把具体项目落到纸上，比较稳妥

UTILITIES:

◆ 通常只有：电、取暖(分为GAS, Electricity或者OIL)、水，这三大项

◆ 注意：政府没有涉及Hot Water Tank (Rental)说明不鼓励租客承担这笔租金，如果是房东买断的最好，如果跟这Gas账单，则房东可以通过下调Base Rent的方式，由租客支付租金，需要在备注里明确

◆ 房东需全力协助租客注册Utilities账单，包括提供具体联系方式和注册路径 📞📧📧📧

◆ 某些城市的水费账单不允许Transfer Account给租客，则房东租客应该在备注里明确付款方式

◆ 租客注册Utilities新账户，通常要支付一笔New Account Set-Up Fee 大约\$25/项目，应在备注里说明

◆ 某些城市可能要求住户定期📞📧录入水表数字📊，备注里应说明

7. Rent Discounts

Select one:

There is no rent discount.

or

The lawful rent will be discounted as follows:

Provide description of rent discount (if necessary add additional pages):

Note:

See Part G in General Information for what types of discounts are allowed.

● 第七项 ●

◆ 跟订购Rogers/Bell上网一样，租金也可能有Discount，特别是普通公寓较为常见，偶尔豪华Condo房东也给

◆ Lawful Rent 并不受影响

◆ 政府关于Rent Discounts规定 →

UNDERSTAND HOW RENT "DISCOUNTS" WORK

You should check the rental agreement for any "discounts" your landlord might be offering. Make sure you understand how much you will really be paying.

On the government's standard **lease** form, any rent discounts must be listed in section 7.

Some landlords will give you a discount on your rent when you sign your lease. But after your discount **period** is over, you have to pay the higher, non-discounted rate every month.

And after the first year, the landlord could raise your rent based on the full rate – not the discounted rate. This means you could find your rent increasing a lot more than the Guideline, even if your unit is covered by the Guideline.

For example, your agreement says your rent is \$1200 but you only have to pay \$1050 per month for the first 8 months. In the 9th month the discount will end and your rent will go up to \$1200.

How the Guideline works with discounts

If the rent increase guideline is 2%, then in the above example your rent after the first year could go up to \$1200 plus 2%, which comes to \$1,224. This would be a 22.4% increase over what you were paying for the first 8 months.

But the landlord is allowed to do this **only** for the following kinds of discounts:

- up to 3 months of free rent in any 12-month period, which must only be given in rent-free periods
- a total discount of up to 1 month's rent given anytime over the first 8 months of a 12-month rent period
- a total discount of up to 1 month's rent given anytime over the first 7 months, plus up to a 1 month rent-free period in the next 5 months after that
- a discount of no more than 2% for rent being paid early or on time (this is the only discount that does not have to be in writing)

Landlords can offer any other kinds of discounts but they will not be allowed to apply a future Guideline rent increase to the full rent. Instead, future increases will be based on either the lower, discounted rent or some other amount. The rules for figuring out this amount are extremely complicated.

8. Rent Deposit

Select one:

A rent deposit is not required.

or

The tenant will pay a rent deposit of \$ _____. This can only be applied to the rent for the last rental period of the tenancy.

Note:

This amount cannot be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less. This cannot be used as a damage deposit. The landlord must pay the tenant interest on the rent deposit every year. See Part H in General Information.

● 第八项 ●

- ◆ 租金的押金(通常是Last Month/Week Deposit)并不是必须的，经协调，房东可以酌情不收
- ◆ 房东最多只可以征收Last Month/Week Rent Deposit，不能超过
- ◆ 这笔押金只可抵房租，不可变更为"损毁押金"等用途而被房东任意克扣
- ◆ 每一年房东都需要计算Deposit利息，及时返还给租客
- ◆ 利息应计入报税系统中

9. Key Deposit

Select one:

A key deposit is not required.

or

The tenant will pay a refundable key deposit of \$ _____ to cover the cost of replacing the keys, remote entry devices or cards if they are not returned to the landlord at the end of the tenancy.

If a refundable key deposit is required, provide description and number of keys, access cards and remote entry devices:

Note:

The key deposit cannot be more than the expected replacement cost. See Part H in General Information.

● 第九项 ●

- ◆ 钥匙押金也不是必须的
- ◆ 钥匙押金必须是Refundable的，只要租客返还了全部的钥匙和Fob等
- ◆ 如果房东征收钥匙押金，则应该在备注里罗列所有钥匙品类和数目
- ◆ 已有相当磨损的磁卡，应该有所备注，若Broken应由房东负责更换和付费
- ◆ 钥匙押金的额度不是房东任意主导的，不应超过所有钥匙的制作成本

- ◆ 建议房东租客针对钥匙和磁卡拍照存档
- ◆ 房东应教授租客如何更换遥控器电池、以及电子磁卡的使用和保养须知
- ◆ 建议房东备份保管所有钥匙各一套
- ◆ 房东应提供跟成年人租客数量相等的UNIT大门钥匙和磁卡
- ◆ 建议房东和租客在钥匙串上备注地址或联络方式，以备Lost and Found

10. Smoking

Under provincial law, smoking is not allowed in any indoor common areas of the building. The tenant agrees to these additional rules on smoking:

Select one:

None

or

Smoking rules

Provide description of smoking rules (if necessary add additional pages):

Note:

In making and enforcing smoking rules, the landlord must follow the Ontario *Human Rights Code*. See Parts M and S in General Information.

● 第十项 ●

- ◆ <<安省禁烟法>>规定一切室内公共场所禁烟Ⓢ
- ◆ "烟民租客"也享有人权，房东不可歧视和羞辱租客
- ◆ 签约前，需调查租客是否"烟民"
- ◆ 如果房东接纳"烟民租客"，需要在备注里详细规定吸烟的规则，例如：建筑物3米以外等

- ◆ "大麻合法化"以后，房东应咨询法律顾问，制定相关条款
- ◆ "烟民租客"若违反健康与消防安全规定、或者扰邻等，房东应向LTB申请驱逐
- ◆ 其他租客若受"烟民邻居"影响，则应首先汇报给房东，由房东出面解决

11. Tenant's Insurance

Select one:

There are no tenant insurance requirements.

or

The tenant must have liability insurance at all times. If the landlord asks for proof of coverage, the tenant must provide it. It is up to the tenant to get contents insurance if they want it.

12. Changes to the Rental Unit

The tenant may install decorative items, such as pictures or window coverings. This is subject to any reasonable restrictions set out in the additional terms under Section 15.

The tenant cannot make other changes to the rental unit without the landlord's permission.

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13. Maintenance and Repairs

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards.

The tenant must repair or pay for any undue damage to the rental unit or property caused by the wilful or negligent conduct of the tenant, the tenant's guest or another person who lives in the rental unit.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

Note:

See Part J in General Information.

14. Assignment and Subletting

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a sublet or potential assignee.

Note:

There are additional rules if the tenant wants to assign or sublet the rental unit. See Part P in General Information.

● 第十一项 ●

- ◆ 租客并不是一定要购买租客保险

- ◆ 租客保险大致分为两部分：Liability Insurance (第三方责任险)和 Content Insurance (财产保险)

- ◆ 如果房东坚持要求租客购买保险，则租客可以只购买Liability Insurance

- ◆ 租客自主决定是否购买Content Insurance，房东不可强迫，除非房东支付保险费

● 第十二项 ●

- ◆ 租客可以在出租物业里布置装饰品，例如：挂画、装窗帘等

- ◆ 房东和租客可以在第十五项的备注里相约有关规定

- ◆ 未经房东的许可，租客不可以装修、改造物业

● 第十三项 ●

- ◆ 房东必须不断保养维护和检修出租物业，使之符合健康、安全和运行正常的标准

- ◆ 由租客、租客的访客等关联人员故意或疏忽造成的物业损毁，则租客必须负责维修或赔偿

- ◆ 按照合同约定，租客应保持物业内外的洁净，房东亦承担该由其负责的物业清洁

- ◆ 注意：政府没有再规定租客为房东承担每一次电器或其它设备"自然损毁"所进行的维修的First \$50或者\$75

● 第十四项 ●

- ◆ 只要获得房东的同意，租客可以进行分租或转租

- ◆ 房东不可以任意或无理拒绝分租或转租

- ◆ 原租客不可以向新租客收取超过原租金的租金、不可以乱收费从中牟利

15. Additional Terms

Landlords and tenants can agree to additional terms. Examples may include terms that:

- Require the landlord to make changes to the unit before the tenant moves in, and
- Provide rules for use of common spaces and/or amenities.

These additional terms should be written in plain language and clearly set out what the landlord or tenant must or must not do to comply with the term. If typed, the additional terms should be in a font size that is at least 10 points.

An additional term cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

If a term conflicts with the *Residential Tenancies Act, 2006* or any other terms set out in this form, the term is void (not valid or legally binding) and it cannot be enforced. Some examples of void and unenforceable terms include those that:

- Do not allow pets (however, the landlord can require the tenant to comply with condominium rules, which may prohibit certain pets),
- Do not allow guests, roommates, any additional occupants,
- Require the tenant to pay deposits, fees or penalties that are not permitted under the *Residential Tenancies Act 2006* (e.g., damage or pet deposits, interest on rent arrears), and
- Require the tenant to pay for all or part of the repairs that are the responsibility of the landlord.

See General Information for more details.

The landlord and tenant may want to get legal advice before agreeing to any additional terms.

Select one:

There are no additional terms.

or

This tenancy agreement includes an attachment with additional terms that the landlord and tenant agreed to.

16. Changes to this Agreement

After this agreement is signed, it can be changed only if the landlord and tenant agree to the changes in writing.

Note:

The *Residential Tenancies Act, 2006* allows some rent increases and requires some rent reductions without agreement between the landlord and tenant. See Part I in General Information.

● 第十五项 ●

◆ 房东和租客协商同意的情况下，可以增加“附加条款”，例如：租客要求房东在交接前对物业进行一些整改，房东向租客提供公共区域或设施的规范和制度

◆ 要求语言描述平实、清晰，如果打印则字号不小于10 Points

◆ 任何“附加条款”不可剥夺租客保护法赋予租客的权利和责任

◆ 举例以下“附加条款”无效：禁止宠物（但是租客必须遵守共管物业的宠物规定）、禁止访客和室友等、巧立名目的押金例如Damage Deposit、Pets Deposit、租金欠款的利息、房东要求租客承担不属于租客承担的维修费等

◆ 建议房东和租客咨询法律顾问之后再拟定"附加条款"

◆ "附加条款"不是必须的

● 第十六项 ●

◆ 租房合同一旦双方签字同意即生效

◆ 双方书面同意后，还可以修改合同

◆ 房东加租：两次加租之间距离必须超过12个月，房东应提前至少90天以LTB表格通知租客

◆ 除非LTB特批，加租不可超过政府每年的Guideline

◆ LTB特批的条件包括：政府大幅增加地税等费用、房东展开大型装修、第三方提供的安保费用增加

◆ 以下情况房东必须减租：地税下降超过2.49%；超规定加租的资金已付清大型装修的费用

◆ 以下情况租客可申请减租：地税下降；房东减少了某些服务；房东失信

17. Signatures

By signing this agreement, the landlord(s) and the tenant(s) agree to follow its terms.

Unless otherwise agreed in the additional terms under Section 15, if there is more than one tenant, each tenant is responsible for all tenant obligations under this agreement, including the full amount of rent.

Landlord(s):

Name	Signature	Date (yyyy/mm/dd)

Tenant(s):

Name	Signature	Date (yyyy/mm/dd)

Note:

All of the landlords and tenants listed on the first page in Section 1 (Parties to the Agreement) must sign here. The landlord must give a copy of this agreement to the tenant within 21 days after the tenant signs it.

● 第十七项 ●

- ◆ 房东、租客的姓名列表，必须跟合同开始的第一项，完全一致
- ◆ 签名、日期
- ◆ 签约后，租客必须尽快获得合同的复印件，不能超过21天
- ◆ 每一名租客，都各自为"租约和租金"承担全责，即权益互相重叠
- ◆ 建议租客的担保人或监护人，要联合租客共同签署租约

● 烟雾报警器和一氧化碳报警器 ●

- ◆ 房东必须为物业安装烟雾报警器和一氧化碳报警器
- ◆ 房东负责检查和维护，过期应立即更换，房东负责更换电池
- ◆ CONDO大厦统一安装和检修，房东付费
- ◆ 租客严禁拆卸和篡改报警器，如果发现故障立即向房东汇报

● 换锁 ●

- ◆ 没有房东的同意，租客绝不可以换锁；
- ◆ 房东每次换锁，必须向租客提供新锁的钥匙