

## RENT DEFERRAL AGREEMENT

THIS AGREEMENT is made as of (“Date”)

BETWEEN

(“Name of the tenant of tenants as it appears on the rental agreement”)  
(“Address of Rental Unit Currently Rented by the Tenant”)

(hereinafter referred to as the “Tenant”)

AND

(Name of Landlord as it appears on the rental agreement, or otherwise if there  
has been an assignment)  
(Landlord address (could be property manager address))

(hereinafter referred to as the “Landlord”)

WHEREAS:

- A. The Landlord and the Tenant have entered into a Tenancy Agreement dated (“add DATE of tenancy agreement here”), where the Tenant has agreed to rent residential premises civically described as (“add civic address here”) (the “Unit”)
- B. The current monthly rent payable for the Unit described in the Tenancy Agreement is \$\_\_\_\_\_ (the “Rent”);
- C. The Tenant has requested that the Landlord defer the Rent due or coming due and owing to the Landlord.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

### **A. DEFERRED RENT**

1. The Tenant says that the one or more of the following has occurred because of COVID-19 (check box):

- The Tenant's employment has been terminated; or
- The Tenant has been laid off from their employment; or
- The Tenant's hours of employment have been significantly reduced; or
- The Tenant is a self-employed and has had their business income significantly reduced; or
- A person who the Tenant relies upon to either pay or assist in paying the rent has had their employment or income earning capacity eliminated, reduced or significantly reduced; or
- Other (Please describe): \_\_\_\_\_

2. Based on the representations made by the Tenant, the Landlord is prepared to defer payment of the Rent in the amount of \$\_\_\_\_\_ (the "Deferred Rent") as follows (check one box):

- Commencing \_\_\_\_\_, the Tenant will pay to the Landlord the amount of \$ \_\_\_\_\_ every month on the first day of the month in addition to the Rent until such time as the entire amount of the Deferred Rent is paid in full (the "Periodic Payment", or
- The Deferred Rent will be paid in full by \_\_\_\_\_ .

3. The Tenant, if eligible, has, or will apply for the Provincial Government \$500/month rental supplement which is payable directly to the Landlord (or a variation of the same Provincial Government program as it is from time to time)(the "Rental Supplement") and will provide proof of that application to the Landlord on reasonable notice, if requested.
4. Any monies received by the Landlord under the Rental Supplement will be a credit for the Tenant on the Deferred Rent.

**B. TERMINATION OF AGREEMENT**

5. This Agreement may be terminated:

- a. By the Landlord if the Landlord determines that the information provided by the Tenant to induce the Landlord to enter into this Agreement is not true or correct;
- b. By the Landlord should the Tenant fail to pay any portion of the Deferred Rent as agreed;
- c. By either party should the Tenancy Agreement be ended for any reason whatsoever, and it so, then the parties agree that any unpaid Deferred Rent shall become due and payable by the Tenant immediately.

**C. GENERAL CONDITIONS**

6. This Agreement may be amended, but only if consented to in writing by both parties.
7. This Agreement shall be binding upon the parties, their executors, administrators, and successors and permitted assigns.
8. All notices and other communications (collectively "Notices") required under this Agreement shall be in writing and shall be given to each party at its address set out below or at such other address as provided by a party. All Notices shall be:
  - i. sent by electronic mail (email), or
  - ii. regular mail, postage pre-paid; or
  - iii. In the case of the Tenant, delivered by posting to the door of the Unit.
9. Notices shall be deemed to be given
  - i. if sent by electronic mail to the email address noted below, three (3) clear days after the transmission of the Notice, or
  - ii. if by ordinary mail, three (3) clear days following the mailing of the Notice; or
  - iii. When the Notice is posted to the door of the Unit.
10. Notices to the Parties shall be sent to the following addresses:

To the Tenant:

To the Unit

Email:

To the Landlord:

(Name)

(Address)

ATTN:

E-Mail:

The Parties have executed this Agreement by the signature and/or by signature of their authorized representatives on the \_\_\_\_ day of \_\_\_\_\_, 2020.

**THE TENANT:**

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Signature 1: Name

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Signature 2: Name

**Authorized signatories for LANDLORD:**

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Signature

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Name and Position

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Signature

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Name and Position