



Larocque Property Management
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SAMPLE: PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT made this ___ day of _____, 20__ (“Effective Date”) by and between Larocque Property Management Ltd., 116 Royalton Pvt., Ottawa, Ontario K1V 9S3 (hereafter referred to as the “**AGENT**”) and < *Insert Full Name & Address of Owner/Landlord* > (hereafter referred to as “**OWNER**”).

Rental Property Address:

RENTAL ADDRESS: _____

CITY & PROVINCE _____

POSTAL CODE: _____

**TENANT NAME
& TELE. NUMBER:** _____

(hereafter referred to as “Rental Property”)

Recitals

WHEREAS the **OWNER(s)** is/are registered owner(s) and holds legal title or other lawful authority to or in the Rental Property, including authority to enter into this Agreement;

WHEREAS the **OWNER** wishes to retain the services of the **AGENT** and the **AGENT** wishes to perform the said services more fully described hereunder, in the manner and upon the terms and conditions hereafter set forth;



NOW, THEREFORE, in consideration of the promises and mutual covenants hereto, and for other good and valuable consideration (receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1.0 AGENCY

1.1 The **OWNER** hereby retains and appoints **AGENT** as its exclusive authorized agent to rent or lease, manage and perform the property management services more fully described in Sections 3.1 and 4.2 ("Services") hereof, for and in relation to the Rental Property.

1.2 In performance of the said Services, the **AGENT** shall have the actual authority set out in Article 3.0, together with the usual and ostensible authority required to perform the said Services.

2.0 TERM

2.1 This Agreement shall commence on the Effective Date and shall continue for a period of ____ years ("Initial Rental Period") unless terminated earlier as provided in Article 7.0 hereof.

2.2 This Agreement will automatically renew after the Initial Rental Period for successive periods of twelve (12) months (each referred to as an "Extended Rental Period") on the same terms and conditions until terminated in accordance with Article 7.0 hereof, unless either party gives the other no less than sixty (60) days' written notice prior to the end of the applicable Extended Rental Period that it does not wish to renew the Agreement or wishes to renegotiate any one or more of its terms or conditions.

2.3 The "Term" as used in this Agreement shall mean the Initial Rental Period and all Extended Rental Periods, if any.

3.0 SERVICES & AGENT'S AUTHORITY

3.1 The **AGENT** shall be responsible for and shall exercise reasonable care and diligence in performing the following Services herein on behalf of the **OWNER**, and shall have all actual, usual and implied authority to:

- (a) Search for suitable tenant(s) for the Rental Property, including promoting and advertising of the Rental Property in print and electronic media as deemed most fitting for the nature and location of the Rental Property;

- (b) Rent, lease, sublet and negotiate the terms of the rental or tenancy agreement with the tenant (based on the **OWNER's** standard form of agreement if **OWNER** has a standard form agreement, or based on the **AGENT's** standard form of agreement if the **OWNER** does not have one, provided the rent and other terms and conditions are prescribed or approved by the **OWNER** in writing or by e-mail);
- (c) Require applicants to complete an approved form of Credit application for review and approval of creditworthiness by the **OWNER**;
- (d) Collect all rent, income and Harmonized Sales Tax (HST) due from and lawfully payable by the tenant(s) when such amounts become due, and deposit same temporarily into an agency account maintained by the **AGENT** on behalf of the **OWNER** for the Rental Property. The **AGENT** shall use and disburse the said funds solely for the purpose of paying those costs and expenses payable by **OWNER**, including, without limitation, for **AGENT'S** compensation, applicable fees and/or charges and expenses incurred by the **AGENT** in rendering the Services herein, and shall remit the full balance thereof (including the amount collected for HST) to the **OWNER** on a monthly basis, subject to any reimbursement or set-off authorized in this Agreement.
- (e) Make all ordinary repairs to the Rental Property, providing the expenditures for any one item shall not exceed the amount of \$_____ without the express written consent of the **OWNER** (given by e-mail or otherwise), except where the **AGENT** considers the circumstances surrounding the request for the repairs or services to be an emergency or in breach of the *Residential Tenancies Act* of Ontario (as amended from time to time) and **AGENT** is unable to secure the prior consent of the **OWNER** in a timely fashion after making commercially reasonable efforts to do so;
- (f) Unless the **OWNER** waives the requirement in writing (by e-mail or otherwise), require all tenants, as a condition of approval, to purchase a tenant's insurance policy for the Rental Property, to advise the **AGENT** of the name of the insurer, insurer's broker or agent, and policy number, and to deliver a copy of the policy to the **AGENT** prior to taking receipt of the keys. The tenant shall ensure that **OWNER** is named as a Named Insured on the tenant's policy. On receipt of this information the **AGENT** will provide a copy to the **OWNER'S** insurance agent or to the **OWNER** directly;
- (g) **AGENT** will remit to the tenant(s) or occupant(s) on a monthly basis a receipt for all rent collected and fees charged to the tenant(s) for any and all services provided in connection with the rental property and premises herein; and

- (h) Maintain accurate and complete accounting records of all receipts and disbursements, and submit a monthly statement to **OWNER** indicating all collections and expenses, along with copies of paid bills and services provided when and if applicable.
- 3.2 Without derogating from and without limiting the **AGENT'S** authority in Section 3.1 hereof in any way, the **AGENT** shall have the authority to:
- (a) Sign rental or tenancy agreements during the Term of this Agreement on **OWNER's** behalf (once the tenant has been approved by the **OWNER**);
 - (b) With the prior consent of the **OWNER**, enforce the provisions of any rental or tenancy agreement, institute legal action or other proceedings to collect rent and sums due, and dispossess tenants and other persons from the premises on behalf of the **OWNER** in accordance with this Agreement and the *Residential Tenancies Act* ("Act"), as amended from time to time, for the Rental Property identified herein.
 - (c) Subject to the limits on expenditure set out in paragraph 3.1(e), at **OWNER's** expense, and in **AGENT's** sole discretion, purchase all necessary supplies; contract for and coordinate all services and contracts relating to the repair and maintenance of the Rental Property; hire, discharge, supervise and pay all contractors and employees performing work or services.
- 3.3 The **AGENT** shall not be responsible for:
- (a) Payment of the Harmonized Sales Tax (HST) or any other applicable taxes, utilities, fees, charges, rates, mortgage, interest, penalties or levies of any kind payable by the **OWNER** arising out of or related to this Agreement or the Rental Property, except the payments specifically identified in this Article 3.0;
 - (b) Obtaining a new tenant for the Rental Property after receiving legal notice of termination of this Agreement from the **OWNER**.