

# RENT TO OWN AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

Lessor (Owner): \_\_\_\_\_

Lessee (Tenant): \_\_\_\_\_

## Property Description:

Type of Property: \_\_\_\_\_

Address / Location: \_\_\_\_\_

Legal Description (if applicable): \_\_\_\_\_

## Term and Rent:

Lease Term (months): \_\_\_\_\_ Commencement Date: \_\_\_\_\_

Monthly Rent Amount: \_\_\_\_\_ CAD

Payment Due Date Each Month: \_\_\_\_\_

## Option to Purchase:

Purchase Price: \_\_\_\_\_ CAD

Option Term (months): \_\_\_\_\_

Option Fee (if any): \_\_\_\_\_ CAD

## Maintenance and Repairs:

Lessee shall maintain the property in good condition and perform routine maintenance and minor repairs. Lessor shall be responsible for major repairs unless damage is caused by Lessee's negligence or misuse.

## Payment and Default:

Lessee agrees to pay rent on time each month. If Lessee fails to pay rent within five (5) days after due date, Lessor may charge a late fee as provided by applicable law. Default by Lessee may lead to termination of this Agreement and forfeiture of option rights.

## Application of Rent Toward Purchase:

A portion of each monthly rent payment, if any, agreed upon by the parties, shall be credited toward the purchase price if Lessee exercises the purchase option within the option term. Such credits are subject to detailed accounting and agreement.

## Possession and Use:

Lessee shall have quiet possession of the property during the lease term, subject to Lessor's rights as owner. Lessee shall use the property in compliance with all laws and not commit waste or nuisance.

## Insurance and Liability:

Lessee shall maintain tenant insurance covering personal property and liability during the lease term. Lessor shall maintain property insurance as owner. Each party shall indemnify the other for their negligence or willful misconduct.

**Taxes and Utilities:**

Lessee shall be responsible for payment of all utilities during the lease term. Lessor shall pay all property taxes unless otherwise agreed in writing.

**Transfer and Assignment:**

Lessee may not assign or sublease without prior written consent of Lessor. Lessor may assign rights and obligations but shall notify Lessee promptly.

**Default and Remedies:**

If either party defaults in performance of any material term and fails to cure within ten (10) days after written notice, the non-defaulting party may terminate this Agreement and seek all remedies available at law or equity, including damages and specific performance.

**Governing Law and Dispute Resolution:**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles. Any disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Arbitration Act, 1991 (Ontario).

**Entire Agreement and Amendments:**

This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether oral or written. Any amendments or modifications must be in writing and signed by both parties.

**Severability:**

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Notices:**

All notices required or permitted under this Agreement shall be in writing and delivered personally, by registered mail, or by courier to the addresses provided by the parties. Notices shall be deemed given upon receipt.

**LESSOR'S SIGNATURE**

**LESSEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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