

SCHEDULE “A” TO TENANCY AGREEMENT

ELECTRICITY AGREEMENT: SS. 123 AND 125; *RESIDENTIAL TENANCIES ACT*

Whereas the Landlord and Tenant have agreed that the Tenant shall pay a seasonally adjusted monthly amount of \$_____ for electricity administration charges and electricity as a component of the Monthly Rental;

And whereas the monthly amount is shared by the number of Tenants in the unit ;

And whereas the monthly amount payable by the Tenant for electricity administration charges and electricity is based on an estimate of the average monthly cost of electricity administration charges and actual electricity consumption by the Tenant;

And whereas the Landlord and Tenant agree that the Landlord may increase or decrease the rent charged to the Tenant in accordance with the provisions of ss. 123 and 125 of the *Residential Tenancies Act* and regulations thereto in order to promote conservation of electricity;

Therefore, in consideration of the mutual covenants contained herein which the parties hereto agree are of value to both parties, and in consideration of sums payable by the parties under the Tenancy Agreement herein, the parties agree as follows:

1. “Electricity Administration Charges” (hereinafter the “Charges”) consist of charges for monitoring, recording, billing and collecting the actual electricity consumption by all persons occupying the Rented Premises (hereinafter the “occupants”) to which this Tenancy Agreement applies.
2. The Charges shall be calculated based on 10% or \$5.00 which ever is greater, of the cost of electricity actually used by the occupants each month and shall form part of the monthly electricity component of the Monthly Rental.
3. The Landlord and Tenant agree that the Landlord may increase or decrease the rent charged to the Tenant on the grounds that the landlord will add, or remove, electricity in excess of, or less than, the amount estimated to be consumed and payable monthly (in addition to the Charges) as a component of the Monthly Rent as set out in paragraph 4 of the Tenancy Agreement.
4. It is further agreed that the increase or decrease, as the case may be, shall take effect on the date that is the earlier of the beginning of the last month of the tenancy or the beginning of the last month of the term of this Tenancy Agreement; furthermore, where this Tenancy Agreement is renewed after expiry of its term, such increase or decrease shall take effect on the earlier of the last month of the tenancy or the annual anniversary date of the last increase or decrease given under Schedule “A” herein (hereinafter all such dates are termed the “Adjustment Date”).
5. Upon the Adjustment Date, or as soon after that date as is practicable, the Landlord shall deliver to the Tenant a statement setting out the calculations whereby the Landlord, or its authorized agent, has determined that the cost of electricity and amount of electricity consumed by the occupants exceeds, or is less than, the Charges and electricity component of the Monthly Rent and the rent for the month in which the Adjustment Date falls shall be

increased or decreased accordingly on the grounds that the Landlord has added or removed more electricity than that contemplated by the parties when fixing the electricity and Charges component of the Monthly Rent.

6. Upon receipt of the statement referred to in paragraph 5 of this Schedule, the Tenant shall forthwith pay to the Landlord any additional rent which may be owing and where the Landlord is required to reduce the rent, the Landlord shall credit the Tenant with the amount owed, either by way of payment to the Tenant or by way of a credit toward the rent payable in the month immediately following the month in which the aforesaid statement is delivered to the Tenant.
7. The Landlord and Tenant acknowledge that the electricity component of the rent is based on and estimate and that actual consumption may be higher or lower than the estimate, depending on the Tenants' actual conservation and consumption practices; however, the Landlord shall provide the Tenant with monthly statements showing both consumption of electricity and the amount of debit or credit in the Tenant's electricity account.
8. The Tenant acknowledges and agrees that in the event a spouse of the Tenant or an occupant of the Rented Premises who is deemed to have Notice of this Agreement becomes, either by operation of law or pursuant to the exercise of spousal or other rights under the *Residential Tenancies Act*, a Tenant of the Rented Premises, then such person shall be bound by and comply with this Agreement.

Dated this ____ day of _____, 20__

(Tenant)

(Landlord)

(Tenant)

(Tenant)

(Tenant)