

**MUTUAL RELEASE**

**Between**

\_\_\_\_\_ (the "Releasee")

**and**

\_\_\_\_\_ (the "Releasor")

**BACKGROUND:**

Whereas:

- (a) There was a Written Residential Tenancy Agreement made between \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_ in relation to the property located at \_\_\_\_\_ ("The Property")
- (b) The Property is now being sold to \_\_\_\_\_ (the "Buyer") completing \_\_\_\_\_

In consideration of the payment of the sum of \$\_\_\_\_\_ dollars payable by way credit to the Buyer on the Buyer's Statement of Adjustments, and for the continued rental post \_\_\_\_\_ of the Property and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, \_\_\_\_\_ his heirs, executors, administrators, successors, and assigns (the "Releasor") **HEREBY AGREES** to release and forever discharge \_\_\_\_\_ his heirs, executors, administrators, successors, and assigns (the "Releasee"), of and from any and all actions, causes of action, claims and demands, suits, debts, duties, sums of money whatsoever, whether at law or in equity and whether known or unknown, suspected or unsuspected, which the Releasor has or hereafter may have, in relation to a Written Residential Tenancy Agreement made between \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_ in regards to the property located at \_\_\_\_\_ ("The Property")

AND in consideration of the sum of \$\_\_\_\_\_ dollars payable by way credit to the Buyer on the Buyer's Statement of Adjustments, and for the continued rental of the Property post \_\_\_\_\_ of the Property and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Releasee **HEREBY AGREES** to release and forever discharge the Releasor of and from any and all actions, causes of action, claims and demands, suits, debts, duties, sums of money whatsoever, whether at law or in equity and whether known or unknown, suspected or unsuspected, which the Releasee has or hereafter may have, in relation to those matters related to the rental of the Property.

AND IT IS AGREED that for the consideration herein the Releasor and the Releasee each agree not to make or proceed with any claim or take or proceed with any proceedings against any other person or corporation who might claim contribution or indemnity, or any other remedy whatsoever from the persons or corporations released herein;

AND IT IS AGREED that the Releasor and the Releasee have each read this document and fully understood the terms of this settlement and voluntarily accept their respective sums for the purposes of making a full and final compromise and settlement of all claims against each other which the parties now have or which the parties hereafter may have arising out of the above-mentioned matter;

AND IT IS AGREED that neither the payment of the sums nor anything herein contained shall be deemed to be an admission of liability on the part of any of the parties;

AND IT IS AGREED that the Releasor and the Releasee hereby agree to instruct their respective counsel to consent to an order dismissing, without costs to any party, the Action;

THIS RELEASE contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

IN WITNESS WHEREOF the Releasor and the Releasee have set their respective hands and seals this \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_) )  
Name of Witness \_\_\_\_\_) )  
\_\_\_\_\_) )  
Signature of Witness \_\_\_\_\_) )  
\_\_\_\_\_) )  
Address (Street) \_\_\_\_\_) \_\_\_\_\_ (the "Releasee")  
\_\_\_\_\_) )  
City \_\_\_\_\_) )  
\_\_\_\_\_) )  
Occupation \_\_\_\_\_) )  
\_\_\_\_\_)

\_\_\_\_\_) )  
\_\_\_\_\_) )  
Name of Witness ) )  
\_\_\_\_\_) )  
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Signature of Witness ) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
Address (Street) ) \_\_\_\_\_ (the "Releasor")  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
City ) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
Occupation ) )  
\_\_\_\_\_ ) )