

Schedule A Agreement to Lease – Residential

Form 401

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement to Lease between:

TENANT:, and

LANDLORD: 2453164 Ontario Inc.

for the lease of 15 Beverley St 401 Toronto

..... ON M5T 1X8 dated the day of, 20²¹

1. ELEVATOR BOOKINGS & ENROLLMENT WITH MANAGEMENT

The Tenant agrees they are responsible for booking elevators and filling out forms with property management in advance of the commencement date. The Landlord or Landlord's agents are not responsible for facilitating elevator bookings or reservations, or responsible for any fees associated with elevator reservations.

2. UTILITY ENROLLMENT

a) The Tenant agrees to pay for hydro, and provide proof of enrollment with the provider prior to commencement of the lease agreement. The Landlord or Landlord's Agent is not responsible for any fees associated with account set-ups for with utility provider.

b) The Landlord shall not be held responsible for any heat-pump fee, if any, charged by the hydro or utility company. The Tenant agrees they will be responsible for paying any of these fees.

3. CARE OF UNIT & CHATTELS

a) Tenant agrees to be responsible for any repair or replacement cost due to the presence of any pets on the premises. Tenant further agrees that if pets are kept on the premises, Tenant shall, at lease termination, have the carpets professionally cleaned and make any repairs that may be necessary to restore any damages caused by pets.

b) The Tenant agrees to notify the Landlord of any issues, defects, or malfunctioning of the HVAC, appliances, electric light fixtures, plumbing etc. The Tenant shall be held responsible for any damages caused due to negligence.

c) The Tenant agrees to keep the unit in an orderly state, and will be held responsible removal of all belongings and leaving the unit in broom-swept condition on completion of this agreement.

d) The Tenant shall be responsible for basic maintenance of the unit including but not limited to: replacing any missing/burnt out lightbulbs, changing the HVAC filter every 3-4 months, cleaning the lint trap and unclogging drains due to negligence.

e) The Tenant agrees to turn off the main water source if they are away for longer than 3 days.

f) The Tenant is not to remove any appliances/chattels left on the premises for the use of the Tenant during the term as agreed upon. The following appliances shall remain on the premises for use by the Tenant: Built-In Fridge, S/S Oven, Built-In Dishwasher, S/S Microwave, Ceramic Glass Cooktop, Washer & Dryer.

g) The Tenant agrees to lease the unit in "as is" condition and accepts any typical wear and tear within the unit. With the exception of items that fall under the responsibility of the landlord (appliances, heating/plumbing/electricity systems etc), the Landlord will not be responsible for any aesthetic related defects or maintenance unless agreed prior to.

4. ALTERATIONS

The Tenant agrees not to make any alterations (including but not limited to painting, applying adhesives to walls, or attaching fixtures to the interior walls, including artwork) to the premises without the prior consent of the Landlord. If the suite is altered without consent, the Tenant shall be responsible for the entire cost of returning the unit to the original state at the time of occupancy. On termination of the tenancy the Tenant further agrees to have professionally filled, sanded, and repainted (with matching existing colour and finish) all holes resulting from damage that may have been sustained throughout the tenancy or resulting from any approved modifications made by the Tenant. The Tenant shall be responsible for patching and repairing the walls after the removal of artwork, shelving, TV Brackets and Mirrors at their sole and absolute cost. In the event the Tenant fails to restore the rental unit to its original condition save and except for normal wear then the Landlord may seek the costs to restore the unit plus any associated costs arising from the collection of any judgment from the Tenant through a Court of competent jurisdiction.

This form must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANTS: 

INITIALS OF LANDLORD(S): 

**Schedule A
Agreement to Lease – Residential**

Form 401

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement to Lease between:

TENANT:, and

LANDLORD: 2453164 Ontario Inc.

for the lease of 15 Beverley St 401 Toronto

..... ON M5T 1X8 dated the day of, 20²¹

5. USE OF AMENITIES

The Tenant agrees the Landlord is not to be held responsible for the amenities offered by the condominium in any capacity, including but not limited to:

- Closure of amenities due to maintenance, inspection, defects, health & safety concerns, or damages
- Restrictions set in place by the condo board or management for usage of the amenities
- The Tenant being banned from using the amenities for failure to comply with rules set in place

6. CONDOMINIUM CORPORATION RULES & REGULATIONS

The Tenant agrees to abide by all rules and regulations of the Condominium Corporation & management, and shall indemnify and save harmless the Landlord against all actions, proceedings, cost, expenses, claims or demands which may be made against the Landlord as a result of any breach by the Tenant or their guests of such rules and regulations. The Tenant understands and agrees that breach of the Condo Rules and Regulations may constitute substantial interference with the Landlord's lawful rights and that the Landlord may seek an Order to evict the tenant as a result of any breach of the Condo Rules and Regulations.

7. LANDLORD'S REFERENCE CHECK CONDITION

This offer is conditional until 6:00pm on the second (2nd) business day following acceptance of this offer, on the Listing Agent conducting a reference check satisfactory to the Landlord. This condition can be waived or amended in writing via e-mail by the Listing Agent to the Co-operating Agent. The Landlord reserves the right to terminate this Agreement to Lease (during this two business day condition) should the Tenant falsify any references and/or documents.

8. END OF LEASE PROTOCOLS

- a) Upon completion of this Agreement to Lease, the Tenant shall automatically go on a month to month term unless the Tenant has expressed their desire to extend the lease for a set term in writing to the Landlord, or:
- b) Provide at least 60 day notice to the Landlord in writing informing the Landlord that they (the Tenant) intend on vacating at the end of their term. The Tenant understands that 60 day notice is required regardless of whether or not they are on a fixed term or a month to month term.
- c) The Tenant agrees to allow the Landlord or his agent to show the property at all reasonable hours to prospective Buyers or Tenants, after giving the Tenant at least twenty four (24) hours written notice of such showing, and to allow the Landlord to affix a For Sale or For Rent sign on the property.

9. RENTAL INCREASES

The Tenant and Landlord agree and acknowledge that rental increases each year shall be in accordance with the terms set out in the Ontario Residential Tenancies Act.

This form must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANTS: 

INITIALS OF LANDLORD(S): 

**Schedule A
Agreement to Lease – Residential**

Form 401

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement to Lease between:

TENANT:, and

LANDLORD: 2453164 Ontario Inc.

for the lease of 15 Beverley St 401 Toronto

..... ON M5T 1X8 dated the day of, 20²¹

10. BEYOND LANDLORD'S CONTROL

The Tenant agrees not to initiate any actions, claims, rental rebates, liens, charges or applications against the Landlord for the failure and resulting inconvenience to the Tenant of any mechanical, electrical, water or waste systems, backups, etc. that may arise in regards the leased premises and be sustained by the Tenant that are beyond the direct control of the Landlord.

11. PETS

The Tenant will not permit any pet or animal permitted on the Premises by the Tenant to disturb the reasonable enjoyment of Landlord, other tenant's, or any other person. The Tenant further agrees to accept full liability for any and all damage or otherwise suffered by the Landlord, other Tenant's, or any person, that may result from the keeping or permitting the pet or animal on or in the Rented Premises. The Tenant covenants that they will at all times comply with any and all laws, by-laws, and regulations with respect to the keeping, controlling, and behaviour of any pet or animal.

12. SMOKING

The Tenant and any occupants of the premises and, including without limitation, any visitors, guests and business invitees shall not smoke anywhere in or upon the premises rented by the Tenant, the building where Tenant's premises are located or in any of the common areas or adjoining grounds of such building. For purposes of this provision, the term "smoke" or "smoking" means to inhale, exhale, burn or have control over a lighted cigarette, lighted cannabis cigarette, cigar, pipe, hookah pipe or other lighted smoking implement designed to burn tobacco or any other substance, including without limitation, cannabis as defined in the Cannabis Act, SC 2018 c16 as amended from time to time for the purpose of inhaling or tasting of its emission. Contravention of this provision shall be deemed to be a material breach of the lease and grounds for termination of the lease.

13. KEYS, FOBS & REMOTES

a) The Landlord agrees to supply the Tenant with one (1) set of keys per Tenant named on this Agreement to Lease (not including guarantors).

b) The Tenant shall provide a refundable key deposit for One Hundred Fifty Dollars (\$150) per set of keys before Lease commencement. The deposit shall be returned to the Tenant from the Landlord on the final day of the Lease term provided all keys and FOBs are returned to the Landlord.

c) The following keys shall be provided on commencement of the lease:

- _____ Suite Key(s)
- _____ Mail Key(s)
- _____ FOB(s)
- _____ Storage/Bike Locker Key(s)
- _____ Garage Remote(s)
- _____ Other:

This form must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANTS: 

INITIALS OF LANDLORD(S): 

**Schedule A
Agreement to Lease – Residential**

Form 401

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement to Lease between:

TENANT:, and

LANDLORD: 2453164 Ontario Inc.

for the lease of 15 Beverley St 401 Toronto

..... ON M5T 1X8 dated the day of, 20²¹

14. ONTARIO STANDARD FORM OF LEASE

Prior to commencement of this tenancy the Tenant and Landlord hereby undertake to execute a completed copy of Ontario’s Residential Tenancy Agreement (in the format of the Standard Form of Lease, attached hereto) containing all terms and conditions agreed to in this Agreement to Lease.

15. USE OF PROPERTY

The Tenant agrees to use the Rented Premises as a residential premises and for no other use, to abide by the covenants, agreements, rules and regulations of this Tenancy Agreement; and not to allow the Rented Premises to be occupied by anyone other than the persons specifically identified herein. The Tenant further agrees that any amendment to this section must have the written consent of the Landlord, and that such consent requires any individual to provide personal information by completing a complete rental application for the Landlord’s scrutiny through credit checks or otherwise. Any person found to be occupying the Rented Premises other than those identified herein will be considered to be an unauthorized occupant and will result in an application to the Landlord Tenant Board. The Tenant understands and agrees that a breach of this section constitutes a material breach of this agreement.

16. TERMS IN RESIDENTIAL TENANCIES ACT

It is agreed that any terms and conditions not set forth herein but which are covered by the Residential Tenancies Act, S.O. 2006, or any other applicable legislation, are deemed to be part of this agreement. The Parties acknowledge and agree that this agreement contains the two page attachment regarding Landlord and Tenant’s rights and the Landlord and Tenant Board contact information pursuant to the Residential Tenancies Act, S.O. 2006.

17. ELECTRONIC SIGNATURE CONSENT

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

This form must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANTS:



INITIALS OF LANDLORD(S):

