

Agreement to Lease Residential

Form 400

for use in the Province of Ontario

This Agreement to Lease (Agreement) dated this day of....., 20 **20**.....

TENANT:
(Full legal names of all Tenants)

LANDLORD: **Longina Aleksandra Akhtar** **Saeed Akhtar**
(Full legal name of Landlord)

ADDRESS OF LANDLORD: **9101A Doctor Perry Road** **Ijamsville** **MD 21754**
(Legal address for the purpose of receiving notices)

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement. For the purposes of this Agreement "Tenant" includes lessee and "Landlord" includes lessor.

1. PREMISES: Having inspected the premises and provided the present tenant vacates, I/we, the Tenant hereby offer to lease, premises known as:
333 Adelaide St E(218 King St E) 301 Toronto C08 M5A1N3

2. TERM OF LEASE: The lease shall be for a term of **one year** commencing

3. RENT: The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of Dollars (CDN\$)....., payable in advance on the day of each and every month during the currency of the said term. First and last months' rent to be paid in advance upon completion or date of occupancy, whichever comes first.

4. DEPOSIT AND PREPAID RENT: The Tenant delivers **upon acceptance**
(Herewith/Upon acceptance/as otherwise described in this Agreement)
by negotiable cheque payable to **AGENTONDUTY INC.** "Deposit Holder"
in the amount of..... Dollars (CDN\$).....
as a deposit to be held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and to be applied by the Landlord against the **FIRST** and **LAST** month's rent. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction.

For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

5. USE: The Tenant and Landlord agree that unless otherwise agreed to herein, only the Tenant named above and any person named in a Rental Application completed prior to this Agreement will occupy the premises.

Premises to be used only for:
SINGLE FAMILY

6. SERVICES AND COSTS: The cost of the following services applicable to the premises shall be paid as follows:

	LANDLORD	TENANT		LANDLORD	TENANT
Gas	<input type="checkbox"/>	<input type="checkbox"/>	Cable TV	<input type="checkbox"/>	<input type="checkbox"/>
Oil	<input type="checkbox"/>	<input type="checkbox"/>	Condominium/Cooperative fees	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	Garbage Removal	<input type="checkbox"/>	<input type="checkbox"/>
Hot water heater rental	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>
Water and Sewerage Charges	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>

The Landlord will pay the property taxes, but if the Tenant is assessed as a Separate School Supporter, Tenant will pay to the Landlord a sum sufficient to cover the excess of the Separate School Tax over the Public School Tax, if any, for a full calendar year, said sum to be estimated on the tax rate for the current year, and to be payable in equal monthly installments in addition to the above mentioned rental, provided however, that the full amount shall become due and be payable on demand on the Tenant.

INITIALS OF TENANT(S): 

INITIALS OF LANDLORD(S): 

7. **PARKING:**
none

8. **ADDITIONAL TERMS:**

9. **SCHEDULES:** The schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: **Schedule(s) A B**

10. **IRREVOCABILITY:** This offer shall be irrevocable by until on the
(Landlord/Tenant) (a.m./p.m.)
day of....., 20^{**20**}..... after which time if not accepted, this Agreement shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.

11. **NOTICES:** The Landlord hereby appoints the Listing Brokerage as agent for the Landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Landlord and the Tenant (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Tenant or the Landlord for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: FAX No.:
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)

Email Address: **amanda.xie@agentonduty.realestate** Email Address:
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)

12. **EXECUTION OF LEASE:** The Lease shall be drawn by the Landlord on the standard form of lease as prescribed by the *Residential Tenancies Act, 2006*, as amended from time to time, and shall include the provisions as contained herein and in any attached schedule, and shall be executed by both parties before possession of the premises is given. The Landlord shall provide the Tenant with information relating to the rights and responsibilities of the Tenant and information on the role of the Landlord and Tenant Board and how to contact the Board. (Information For New Tenants as made available by the Landlord and Tenant Board and available at www.itb.gov.on.ca)

13. **LANDLORD AND TENANT ACKNOWLEDGMENT:** The Landlord and Tenant acknowledge and agree that a standard form of lease as prescribed by the *Residential Tenancies Act, 2006*, as amended from time to time is required.

14. **ACCESS:** The Landlord shall have the right, at reasonable times to enter and show the demised premises to prospective tenants, purchasers or others. The Landlord or anyone on the Landlord's behalf shall also have the right, at reasonable times, to enter and inspect the demised premises.

15. **INSURANCE:** The Tenant agrees to obtain and keep in full force and effect during the entire period of the tenancy and any renewal thereof, at the Tenant's sole cost and expense, fire and property damage and public liability insurance in an amount equal to that which a reasonably prudent Tenant would consider adequate. The Tenant agrees to provide the Landlord, upon demand at any time, proof that said insurance is in full force and effect and to notify the Landlord in writing in the event that such insurance is cancelled or otherwise terminated.

16. **RESIDENCY:** The Landlord shall forthwith notify the Tenant in writing in the event the Landlord is, at the time of entering into this Agreement, or, becomes during the term of the tenancy, a non-resident of Canada as defined under the Income Tax Act, RSC 1985, c.1 (ITA) as amended from time to time, and in such event the Landlord and Tenant agree to comply with the tax withholding provisions of the ITA.

17. **USE AND DISTRIBUTION OF PERSONAL INFORMATION:** The Tenant consents to the collection, use and disclosure of the Tenant's personal information by the Landlord and/or agent of the Landlord, from time to time, for the purpose of determining the creditworthiness of the Tenant for the leasing, selling or financing of the premises or the real property, or making such other use of the personal information as the Landlord and/or agent of the Landlord deems appropriate.

18. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

19. **FAMILY LAW ACT:** Landlord warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Landlord has executed the consent hereinafter provided.

20. **CONSUMER REPORTS:** The Tenant is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

INITIALS OF TENANT(S): 

INITIALS OF LANDLORD(S): 

21. BINDING AGREEMENT: This Agreement and acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness)	..... (Tenant or Authorized Representative)	..... (Seal) (Date)
..... (Witness)	..... (Tenant or Authorized Representative)	..... (Seal) (Date)
..... (Witness)	..... (Guarantor)	..... (Seal) (Date)

We/I the Landlord hereby accept the above offer, and agree that the commission together with applicable HST (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness)	..... (Landlord or Authorized Representative) Longina Aleksandra Akhtar	..... (Seal) (Date)
..... (Witness)	..... (Landlord or Authorized Representative) Saeed Akhtar	..... (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Landlord hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

..... (Witness) (Spouse) (Seal) (Date)
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CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally acceptance by all parties at this day of....., 20.....
(a.m./p.m.)

.....
(Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	AGENTONDUTY INC. Brokerage (416) 861-8757 (Tel.No.)
..... AMANDA XIE	..... (Salesperson/Broker/Broker of Record Name)
Co-op/Tenant Brokerage .....	..... (Tel.No.)
.....	..... (Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer.

.....
(Landlord) Longina Aleksandra Akhtar (Date)

.....
(Landlord) Saeed Akhtar (Date)

Address for Service
9101A Doctor Perry Road
Ijamsville MD 21754 USA **240-477-0672**
(Tel. No.)

Landlord's Lawyer

Address

Email

.....
(Tel. No.) (Fax. No.)

.....
(Tenant) (Date)

.....
(Tenant) (Date)

Address for Service

.....
(Tel. No.)


Tenant's Lawyer

Address

Email

.....
(Tel. No.) (Fax. No.)

<p>FOR OFFICE USE ONLY</p> <p>To: Co-operating Brokerage shown on the foregoing Agreement to Lease:</p> <p>In consideration for the Co-operating Brokerage procuring the foregoing Agreement to Lease, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.</p> <p>DATED as of the date and time of the acceptance of the foregoing Agreement to Lease.</p> <p>..... (Authorized to bind the Listing Brokerage)</p>	<p>COMMISSION TRUST AGREEMENT</p> <p>Acknowledged by:</p> <p>..... (Authorized to bind the Co-operating Brokerage)</p>
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Schedule A

Agreement to Lease - Residential

Form 400

for use in the Province of Ontario

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

TENANT:, and

LANDLORD: Longina Aleksandra Akhtar Saeed Akhtar

for the lease of 333 Adelaide St E(218 King St E) 301 Toronto C08

ON M5A1N3 dated the day of, 2020

The Landlord and Tenant agree to sign a Residential Tenancy Agreement (Standard Form of Lease) within 21 days of acceptance of this agreement. Once it is signed, this signed Agreement of Lease will become "Additional Terms" stated in Item #15 on the Standard Form of Lease.

Tenant will be requested to complete the registration form required to reside in the building, set up a hydro account if applicable, book the moving elevator, and register with the Property Management office. The building may charge a fee to move in/out and will have restrictions as to the times and dates when moves are not possible. It is the Tenant's responsibility to ensure the buildings policy is followed. If there is a fee or deposit required for the building fobs/security passes, to reserve elevators, or to move out of the building, it is the responsibility of the Tenant to cover these costs.

Tenant and Landlord agree to comply with all obligations imposed on them by the Residential Tenancies Act. Tenant shall comply and be bound by each and every provision of the Condominium Act, the declaration bylaws, and all rules and regulation of the Condominium.

Tenant agrees to pay his/her own contents and liability insurance during the term of the Lease and any renewal thereafter and to provide proof of the same on or before closing to Landlord.

Landlord will be responsible for payment of any mortgage, condominium maintenance fees, property taxes, municipal charges, special assessments, building insurance, and utilities for the premises as assigned above in section #6.

Tenant agrees to rent the premises in its present condition and is responsible for keeping the rented premises in a good state of repair at all times. Tenant further agrees to turn over the premises at expiry in comparable condition subject to reasonable wear and tear. Landlord retains the right to inspect and to do repairs inside the premises if necessary, upon notice being given to the Tenant in accordance with the Residential Tenancies Act.

The tenant acknowledges that the following chattels belonging to the Landlord are included in the rental for the Tenant's use: fridge, stove, built-in dishwasher, washer and dryer, all window coverings and all-electric light fixtures, b/i microwave, bookcase wall unit, and Landlord warrants that the aforesaid appliances will be in normal working condition at the commencement of the Lease, and remain in the Subject property at the end of the lease term.

In the event that the Tenant makes any holes in the walls or ceilings (be it for all mounted fixtures, TV brackets, light fixtures, or any other reason), Tenant agrees to return it to its original condition at the end of the lease term.

Tenant agrees to maintain all the fixtures, chattels and appliances provided by the Landlord at the Tenants expense, except for normal wear and tear. The tenant will be responsible for the full cost of the repair to the premises fixtures and appliances due to the Tenant's or it's invitee's negligence or willful damages. This includes damage to the unit as well as any common area such as hallways, elevators, stairways, amenities, driveways, or parking areas. Tenant shall not be liable for damages caused by normal wear and tear.

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

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):

Schedule A

Agreement to Lease - Residential

Form 400

for use in the Province of Ontario

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

TENANT:, and

LANDLORD: Longina Aleksandra Akhtar Saeed Akhtar

for the lease of 333 Adelaide St E(218 King St E) 301 Toronto C08

ON M5A1N3 dated the day of, 2020

Tenant shall advise the Landlord immediately as to the requirements of any repairs for the premises and all repairs shall be carried out by the Landlords appointed contractors only. As well Tenants agrees to give the Landlord prompt immediate notice in the event of any accident or other defect in the water pipes, gas pipes, heating apparatus, or electrical system serving the premises, failing which the Tenant will be responsible for all cost incurred.

Tenant shall not make any structural changes or improvements without the prior written consent of the Landlord, as well as the Tenant, shall obtain the landlord's written consent for any redecorating improvements (ie. painting and wallpapering) which will not be reasonably withheld.

Tenant agrees not to allow any pets of any kind on the premises and not allow smoking (Refer to Ontario Standard Lease, Item #10 Smoking) in the unit for the duration of the Lease.

The Tenant agrees not to operate any business and not to keep any illegal substance, toxic, or chemical waste in the property.

Tenant agrees that the unit keys are not to be duplicated without permission of the Landlord or his agent, and must be returned in the same condition. If all keys are not returned at the end of the Lease, Tenant agrees to pay for the cost of replacing the lock, fobs, and all keys, if applicable. Tenant agrees to provide a deposit fee of \$200.00 (Two Hundred Dollars) when receiving the keys/entry devices/garage remotes (if applicable) that will be refunded upon the return of the unit keys, mailbox keys, garage remote, and building fobs at the end of the lease.

Tenant shall not have the right to assign or sublet the Apartment without the prior written consent of the Landlord, which shall not be arbitrarily or unreasonably withheld. Landlord shall be entitled to be reimbursed for this reasonable expenses incurred in connection therewith, which expense Tenants covenants to pay. Tenant covenants to fully comply with The Residential Tenancies Act, 2006.

Tenant agrees that the only residents to occupy premises during the term of this lease will be the ones listed on the Rental Application. The tenant may not grant permanent access for the residential purposes to any person occupying the suite without written permission from the Landlord or his agent. Temporary access may be granted to a maximum of 15 days, if longer temporary access/extension is required, written permission must be obtained from the Landlord.

Advertising or granting accommodations on short term stay websites including but not limited to AirBnB.com is also prohibited.

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

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):

Schedule A

Agreement to Lease - Residential

Form 400

for use in the Province of Ontario

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TENANT:, and

LANDLORD: Longina Aleksandra Akhtar Saeed Akhtar

for the lease of 333 Adelaide St E(218 King St E) 301 Toronto C08

ON M5A1N3 dated the day of, 2020

Tenant agrees to provide ten (10) post-dated cheques payable to the Landlord or set up a mutually agreed rental payment method upon acceptance of this Agreement to Lease.

Tenant shall reimburse the landlord for the amount charged by the landlord's bank for an NSF cheque, and pay an administrative charge of up to \$20.00, for returned cheques that are not honored when presented for payment.

If either Landlord or Tenant wishes to terminate the Tenancy at the end of the term created by this Agreement, any extension or renewal thereof, then either Party will give notice to the effect in writing not less than 60 days prior to the expiration of this Lease Agreement.

Tenant agrees that the Landlord or his Agent may show the Property to any prospective Buyer or Tenant during the 60 days prior to the expiration of this Lease Agreement, provided that the Landlord or his Agent has given reasonable notice. Tenant also gives permission for photos to be taken of the unit for the purpose of advertising the unit for sale or for lease.

Tenant acknowledges that the Landlord or his Agent can enter the unit without written notice, between 9:00 am and 8:00 pm, if a notice of termination has been given by either the Landlord or Tenant or there, is an agreement to terminate the tenancy, for the purpose of showing the unit to a prospective Tenant. The Landlord will provide reasonable notice to the Tenant before entering for this reason as provided in the Residential Tenancies Act.

The Tenant agrees to pay the cost of hydro required on the premises during the term of the lease and any extension thereof. The Tenant further agrees to provide proof to the Landlord on or before the closing date that the services have been transferred to the Tenant's name. The Tenant acknowledges that if he fails to register with any utility supplier, the utility supply may be cut off and the Tenant agrees to be responsible for all costs associated with reconnecting the utility.

Landlord agrees to have the unit professionally cleaned prior to the occupancy date in this agreement.

The Tenant agrees to indemnify the Landlord and save it harmless from and against all liabilities, claims, causes of actions, and demands arising out or in connection with the use of premises by the Tenant.

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

INITIALS OF TENANT(S):

○

INITIALS OF LANDLORD(S):

○

Schedule A

Agreement to Lease - Residential

Form 400

for use in the Province of Ontario

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

TENANT:, and

LANDLORD: **Longina Aleksandra Akhtar** **Saeed Akhtar**

for the lease of **333 Adelaide St E(218 King St E)** **301** **Toronto C08**

ON **M5A1N3** dated the day of, 20**20**

Upon completion the Landlord shall provide any keys to the property by leaving them in a lockbox or other secured device or concierge desk on the property accessible to the Tenant. Provided further that upon completion the Landlord's agent shall provide to the Tenant's agent the device code required to access the said lockbox or other secured devices, or authorization to retrieve keys from the Building concierge desk.

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.

Tenant's Contact Information:

Name: _____

Phone: _____

Email: _____

Landlord's Contact Information:

Name: Saeed Akhtar and Longina Aleksandra Akhtar

Phone: 240-477-0672

Email: akhtars9101@gmail.com

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

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):