

Schedule B 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:

for the lease of

..... dated the day of, 20.....

LANDLORD AGREES TO:

Landlord represents and warrants that the appliances included will be in good working order at the commencement of the lease term. Tenant agrees to maintain said appliances in a state of cleanliness at the Tenant's cost.

Grants use of parking space # _____ & locker # _____ as described/referenced in the MLS Listing.

Provide _____ unit key(s), ONE (1) mail box key and _____ building fob(s). Tenant acknowledge the Fobs may be issued and controlled by the Condo Corporation Management.

Provide a professionally clean the unit, appliances and broadloom where laid and tenants agree to return in SAME professional cleaned condition.

Landlord shall pay real estate taxes, condominium fees and maintain Landlord Insurance Policy on the premises.

Tenant acknowledges the Landlord's Insurance provides no coverage on Tenant's personal property or Liability.

TENANT(S) AGREES TO:

Along with members of the household, and guests, will comply with the Bylaws and all Rules and Regulations, in using the unit and the common elements, and will be subject to the same duties imposed by the above as those applicable to other individual unit owners. Landlord agrees to provide a copy of the Bylaws and Rules and Regulations.

Not to make any decorating changes or alterations to the interior or the common elements of the premises without the express written consent of the Landlord or his authorized agent.

Be responsible for the normal up keep and maintenance of the unit, the appliances and furnishings herein included in the rent, keep good housekeeping and return the property in the same condition upon termination of this Lease, all repairs to the appliances will be the responsibility of the Landlord, unless the damage was caused by the Tenant. The Tenant also agrees to pay for all damages caused by tenant or their guests, save and except for normal wear and tear.

The Landlord retains the right to inspect and complete repairs inside the premises if necessary, upon notice being given to the Tenant in accordance with The Residential Tenancies Act.

To pay for all costs incurred by landlord for any damage to the unit, violation of the building rules & regulations and legal fees incurred because of the action of the tenant(s) and/or guest(s).

Tenant agrees to notify the Landlord within 24 hours of any and all problems with the premises and provide access to the manager or appropriate trade personnel to remedy the problem immediately, failing which the Tenant will be responsible for all costs incurred.

To inspect the unit with their agent & complete the Inspection Report on occupancy confirming the condition of unit, Appliances and contents.

Agrees to provide a refundable key deposit in the amount of replacement cost provided by building management \$ _____ payable to: _____.

LESSEE shall, at his/her own expense, obtain and maintain as would a prudent tenant "all risk" property insurance in respect of the Tenant's contents and personal effects in the premises as well as comprehensive general liability insurance in an amount not less than ONE(1) MILLION DOLLARS and any other insurance coverage for the premises as would a prudent tenant of similar premises. Tenant agrees to be responsible for the payment of any and all insurance premiums. Copy of property insurance coverage shall be provided to landlord prior to occupancy and provide proof of insurance prior to occupancy. The Tenant further agrees to indemnify and save harmless the Landlord from any and all claims. _____ (Tenant MUST initial)

Acknowledge that the landlord or his agent can enter the unit under The Residential Tenancies Act, Section 26-3 without written notice, between 8 a.m. and 8 p.m. if a notice of termination has been given by either the landlord or tenant, or there is an agreement to terminate the tenancy, and the landlord wants to show the unit to a potential new tenant (although notice is not required, the landlord must try to inform the tenant before entering for this reason).

Voluntarily agrees to provide post-dated cheques in the amount of \$ _____ Canadian Funds, dated from _____, 20__ to _____, 20__ payable in the name of: _____ or arrange for electronic fund transfer to account designated by owner with details provide before occupancy.

The termination date and time of the lease is: 5:00 p.m. on _____, 20__ and further agrees to provide an executed Form N9 by all parties on the lease to terminated the lease, unless the lease is extended in writing.

To return the unit in the same condition as per the Inspection Report, less normal wear and tear, as it was given and have the unit, appliances, floors and carpet professionally cleaned upon vacating of premises, not to allow smoking in the unit and common areas.

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INITIALS OF TENANTS: 

INITIALS OF LANDLORD(S): 

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The move out inspection will be scheduled with the Landlord or his authorized agent once the tenant(s) has confirmed the unit is vacant, empty and professionally cleaned and his/her agent has confirmed move out condition.

To pay the bank charge for any NSF fee for each returned cheque and replace funds due plus the NSF fee and administration Fee (\$20) by courier or EFT the address for service to the Landlord within 24 hours of notification.

Complete registration forms required to reside in the building, set up the hydro & hot water heater accounts if required under the lease and must provide copy of first & last invoice to Landlord with proof of payment, book the elevator and register with the management office. The building may charge a fee to move in/out and will have restrictions as to times and days when moves are not possible, it is the tenant's responsibility to ensure the building policy are followed.

The unit keys and Fobs are not to be duplicated without permission of the landlord or his agent and must be returned in the same condition. If all key(s) are not returned at the end of the lease the tenant agrees to pay for the cost of replacing the lock, fobs and all key, such cost will be deducted from the key deposit as stipulated in Schedule "A".

The Ontario Standard Lease will be completed within 21 day of acceptance of Offer to Lease, tenant agrees to provide email address for notices. Once it is signed, this signed Agreement of Lease will become "Additional Terms" stated in Item #15 on the Standard Form of Lease.

The Parties agree on potential subletting, the Tenant must obtain the Landlord's written consent and is entitled to be reimbursed for this reasonable expenses incurred in connection therewith. The tenant further agrees that the items in the premise, including all leaseholds, are in good condition as of date of sublease and the unit will be left in same condition at the end of the lease term, failing which the Tenant will be responsible for damages to premises and/or loss of content.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer/Tenant to the Deposit Holder's Trust Account (TD Canada Trust) may be delivered by Electronic Funds Transfer (EFT) or Direct Deposit to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the <i>Real Estate and Business Brokers Act, 2002,</i> as amended from time to time or to comply with other relevant statutory requirements.

"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."

It is hereby understood and agreed between the parties hereto that this offer to Lease is conditional until 8:00 P.M. two business days after acceptance upon the Landlord satisfying the Landlord in his sole and absolute discretion with respect to the the employment, references, personal and/or credit worthiness of the Tenant. Tenant hereby agrees to forthwith submit all necessary financial information as may be deemed appropriate by the Landlord including executing Schedule "B"- Rental Application. Landlord is not able to confirm the information provided by the Tenant, the Landlord may so notify the Tenant in accordance with any other provisions for the delivery of notice in this Agreement to Lease or any Schedule thereto within the prescribe period, in which case the deposit shall be returned in full without interest or deduction, failing which the Landlord shall be deemed to have accepted the Tenant.

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

Tenant acknowledges that in addition to the lint trap in the dryer, there is a second lint trap in the ceiling which the Tenant is responsible for cleaning as often as required. Any damages, arising from failure to clean either the lint trap will be the sole responsibility of the Tenant.

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INITIALS OF LANDLORD(S): 

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The Tenant acknowledged the unit is for Residential use and will not operate any business or use the address for business purposes and not keep any illegal or prohibited items/substances, toxic or chemical waste/items on the property.

Tenant is prohibited from advertising or granting accommodations on short term stay websites including but not limited to AirBnB.com or similar sites.

Upon completion the Landlord shall provide any/all key(s)/ fobs to the property by leaving them in a secure Lock box or other secured device or at the concierge desk on/at the property of the building for the Tenant or authorized agent.

Any mail received in name of the landlord/landlord's family will be kept for collection (collection to be arranged directly between tenant and landlord).

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