

**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:**   Jatinder Singh Suri     Tridip Suri  

for the lease of   36     Blue Jays Way     603     Toronto  

  ON     M5V3T3   dated the ..... day of ....., 20.....

THE LANDLORD AND TENANT AGREE that upon acceptance of this Agreement to Lease this Schedule A will form part of the Ontario Residential Tenancy Agreement Standard Form of Lease as the agreed upon additional terms attachment, pursuant to Section #15 of the Residential Tenancy Agreement.

**THE LANDLORD AGREES TO THE FOLLOWING:**

- 1] To pay property taxes and condominium maintenance fees.
- 2] That the rental shall include the use of all existing appliances [fridge, stove, B/I microwave, B/I dishwasher, stacked washer/dryer,] now on the property and belonging to the Landlord, and such appliances shall be in working order on closing.
- 3] That the rental shall further include all Landlord's existing electrical light fixtures and window coverings.
- 4] To professionally clean the unit on or prior to occupancy.
- 5] The Landlord agrees that notwithstanding whether the Tenant has contents insurance in place or not and that the Landlord will be solely responsible for contacting their own insurance provider to obtain any recommended insurance policies deemed necessary to protect the Landlord's own interests.

**THE TENANT AGREES TO THE FOLLOWING:**

- 1] Further to the provisions of Section #2 of the Residential Tenancy Agreement, the Tenant agrees to abide by all the rules and regulations of the Condominium Corporation, 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.
- 2] Further to the provisions in Section #13 of the Residential Tenancy Agreement, the Tenant is responsible for ordinary cleanliness of the rental unit which shall include good housekeeping of the premises as well as the normal upkeep of the appliances included in the rent.
- 3] To install protective felt covers on all furniture required to protect the hardwood floors. The Tenant agrees to be responsible for all damages to the hardwood floors including all damages that may be attributed to all pets that may be in the unit, save and except for normal wear and tear.
- 4] The Tenant agrees not to smoke on the premises.
- 5] Upon termination of the lease, the Tenant agrees to return the property empty of all contents belonging to the Tenant including but not limited to, furniture, dishes, food, clothing, and debris. The Tenant agrees that the property will be returned in good and clean condition as at the commencement of the lease, save and except for normal wear and tear.

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

**INITIALS OF TENANTS:**

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**INITIALS OF LANDLORD(S):**

○

# Schedule   A1   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:**   Jatinder Singh Suri     Tridip Suri  

for the lease of   36     Blue Jays Way     603     Toronto  

  ON     M5V3T3   dated the ..... day of ....., 20.....

6] Further to the provisions in Section J of the Appendix to the Residential Tenancy Agreement, the Tenant acknowledged that maintenance of common areas, including but not limited to underground parking, elevators, hallways, exterior windows and doors, and condominium amenities are maintained and repaired by the condo corporation’s designated property management company. The Tenant acknowledged that the Landlord has no control over the maintenance and repairs that fall under the responsibility of the condo corporation and bears no responsibility for any lack of enjoyment of such items.

7] Further to the provisions in Section #13 of the Residential Tenancy Agreement, the Tenant agrees not to make any alterations or decorating changes to the premises or install hooks or TV mounts on walls without the express written consent of the Landlord or his authorized agent. The Tenant agrees and acknowledges that the only hooks permitted to be used are 3M Command Hooks. If there are any damages made to the walls, the Tenant agrees and warrants that they are responsible for paying the full cost of repair, including any painting, to be completed by a contractor selected by the Landlord, at their sole discretion.

8] The Tenant agrees to accept the space on an as is where is basis unless otherwise specified in this lease.

9] Further to the provisions in Section #11 of the Residential Tenancy Agreement, the Tenant agrees and warrants that they will maintain Tenants/Liability insurance (minimum \$1,000,000) on the unit for the duration of the lease and provide proof of insurance to the Landlord prior to occupancy. The Tenant is responsible for their own contents insurance and it is highly recommended that the Tenant obtain contents insurance.

10] Tenant agrees to coordinate the setup of electrical hydro service with the respective service provider to start on the first day of the lease term. The Tenant agrees to provide proof of such prior to occupancy.

11] Further to the provisions in Section P of the Appendix to the Residential Tenancy Agreement, the Tenant agrees that in the event that they need to assign or sublet the premises, they will submit to the Landlord all necessary information for a credit check of the Assignee or Sub-Tenant, who shall agree to and be subject to the Landlord and/or his agent performing the necessary credit check at the Tenant's expense, and the Landlord shall then have two [2] banking days following receipt of such information to find such credit check to his/her satisfaction, failing which the Landlord or his agent shall notify the Tenant. Consent by the Landlord to the assignment or sublease shall not be arbitrarily or unreasonably withheld.

12] The Tenant warrants and acknowledges that the unit will be used only by themselves or occupants as listed in the original rental application. Transient rentals, furnished or unfurnished, such as AirBnB or similar services shall be strictly prohibited. If the Tenant is found to be advertising on such websites, that will be deemed a violation of the lease terms.

13] The Tenant and the Cooperating Brokerage acknowledge that all unit keys and fobs will be picked up at the Listing Brokerage’s Office on the Occupancy Date during normal business hours only.

14] The Tenant agrees to pay the Landlord a refundable key deposit (\*\*please initial one\*\*):

\_\_\_\_\_ of Three Hundred and Fifty Dollars [\$350] for one [1] fob, one [1] suite key, and one [1] mailbox key.

\_\_\_\_\_ of Five Hundred Dollars [\$500] for two [2] fobs, two [2] suite keys, and two [2] mailbox key.

The deposit will be refunded without interest to the Tenant upon the unit being vacant and free of all belongings and debris when they move out and all keys are returned to the Listing Brokerage's Office.

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

**INITIALS OF TENANTS:**

**INITIALS OF LANDLORD(S):**

# Schedule   A1   Agreement to Lease – Residential

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**LANDLORD:**   Jatinder Singh Suri     Tridip Suri  

for the lease of   36     Blue Jays Way     603     Toronto  

  ON     M5V3T3   dated the ..... day of ....., 20.....

15] The Tenant agrees that rent will be paid by post-dated cheque or Interac e-Transfer at the Landlord's sole and absolute discretion. The Tenant and agrees to make rental payments of One Thousand Seven Hundred and Fifty Dollars [\$1750] promptly on the first of each month.

16] To pay an administration charge of Twenty Dollars [\$20] plus any NSF charges made by the Landlord's bank to the Landlord, on each occurrence, for any cheque issued by the Tenant to the Landlord which is returned by the bank for insufficient funds.

17] The Tenant acknowledges that it is their sole responsibility and risk to determine the availability of moving elevators for their move. Neither the Landlord nor any of the real estate agents will be responsible or have any liability regarding the booking of elevators or moving delays of any sort whatsoever.

18] The Tenant and Landlord acknowledge that once this Offer to Lease is completed ("the Occupancy Date"), that any further property management issues that may arise after that date are between the Tenant and Landlord. All property management issues are the sole responsibility of the Landlord unless the Landlord engages a third-party for property management services on behalf of the Landlord.

19] The Tenant agrees that they will return all unit keys and fobs by 5:30pm on the final day of their lease.

20] The Lessor and Lessee agree that the acceptance, rejection or modification of this agreement may be transmitted by fax document transmission, and the communication by such means shall be legal and binding in both parties.

21] The parties hereto consent and agree to the use of electronic signatures 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.

22] The Tenant acknowledges that the Landlord has inspected the Premises and is aware of no rodents, bedbugs, or other infestations. The Tenant shall ensure that all personal property brought onto the Premises are pest free. The Tenant shall maintain reasonably proper housekeeping and cleanliness to avoid pest infestation. The Tenant shall notify the Landlord immediately of any pest infestation and cooperate with all necessary pest control efforts. If pest remediation is needed, the cost shall be borne by the Tenant and the Tenant shall comply with proper preparation for treatment and prevention. The Landlord will not be held liable for any damages or loss of personal property as a result of a pest infestation or remediation.

23] The Tenant agrees and acknowledges that once keys are provided, the Tenant shall have 24 hours to provide proof of any damages in the unit.

The Tenant agrees to immediately document any and all damages with a description of the damage and a clear photograph(s) of such to be forwarded to the Landlord or the Listing Brokerage. Should any damages not be documented, any damages found after move out will be attributed solely to damage being caused during the Tenant's occupancy. The Tenant agrees to be deemed liable for all damages except those documented and be responsible for the cost of such damages as provided by the Landlord's sole choice of professional contractors. The Tenant acknowledges that the documentation of damages in no way obligates the Landlord to complete any such repairs, save and accept otherwise stated in the Offer to Lease. If not otherwise stated, the Tenant acknowledges and agrees to accept the unit on a "as is, where as" basis.

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

**INITIALS OF TENANTS:**

**INITIALS OF LANDLORD(S):**