

This Agreement to Lease dated this..... day of..... 20.....

TENANT (Lessee),.....
(Full legal names of all Tenants)

LANDLORD (Lessor),.....
(Full legal name of Landlord)

ADDRESS OF LANDLORD.....
(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.

- PREMISES:** Having inspected the premises and provided the present tenant vacates, I/we, the Tenant hereby offer to lease, premises known as:

- TERM OF LEASE:** The lease shall be for a term ofcommencing.....
- RENT:** The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of
Canadian Dollars(CDN\$.....), payable in advance on the first 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.

- DEPOSIT AND PREPAID RENT:** The Tenant delivers.....
(Herewith/Upon acceptance/as otherwise described in this Agreement)
 by negotiable cheque payable to **"T.O. CONDOS REALTY INC. in Trust" in Certified funds** "Deposit Holder"
 in the amount of.....
 Canadian 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.

- 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:

- 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 checked="" type="checkbox"/>
Oil	<input type="checkbox"/>	<input type="checkbox"/>	Condominium/Cooperative fees	<input checked="" 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 checked="" 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):

(X)

INITIALS OF LANDLORD(S):

()

7. **PARKING:**

As described in Schedule "A"

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**
Schedule "B"- Rental Application and Schedule "C" -List of Furnishing (ONLY for furnished units)

10. **IRREVOCABILITY:** This offer shall be irrevocable by Tenantuntil.....p.m. on the.....
(Landlord/Tenant)
day of.....,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.: N/A FAX No.:
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)

Email Address: ben@tocondos.com Email Address:
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)

12. **EXECUTION OF LEASE:** Lease shall be drawn by the Landlord on the Landlord's standard form of lease, 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.ltb.gov.on.ca)

13. **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.

14. **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.

15. **RESIDENCY:** TThe 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.

16. **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.

17. **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.

18. **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):

X

INITIALS OF LANDLORD(S):



19. **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)		DATE.....
..... (Witness)	..... (Tenant or Authorized Representative)		DATE.....
..... (Witness)	..... (Guarantor)		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)		DATE.....
..... (Witness)	..... (Landlord or Authorized Representative)		DATE.....

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.....a.m./p.m.this.....day of....., 20.....
(Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)

Listing Brokerage <u>T.O. CONDOS REALTY INC. Brokerage</u>	Tel.No. <u>416-972-1011</u>
<u>879 BAY STREET</u>	<u>TORONTO</u>
	<u>M5S 3K6</u>
Co-op/Buyer Brokerage.....	Tel.No.

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.

..... DATE.....
(Landlord)

..... DATE.....
(Landlord)

Address for Service.....
..... Tel.No.

Landlord's Lawyer.....

Address.....

Email.....

..... Tel.No. FAX No.

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.

..... DATE.....
(Tenant)

..... DATE.....
(Tenant)

Address for Service.....
..... Tel.No.

Tenant's Lawyer.....

Address.....

Email.....

..... Tel.No. FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement to Lease:

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.

DATED as of the date and time of the acceptance of the foregoing Agreement to Lease.

Acknowledged by:

Benjamin Persaud
(Authorized to bind the Listing Brokerage)

.....
(Authorized to bind the Co-operating Brokerage)

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

TENANT (Lessee),....., and

LANDLORD (Lessor),.....

for the lease of.....

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

LANDLORD AGREES TO:

- 1) the following appliances belonging to the Landlord are to remain on the premises for the Tenant's use: Fridge, Stove, B/I Dishwasher, Washer and Dryer _____. Landlord represents and warrants that the appliances as listed in this Agreement to Lease 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.
- 2) grant use of parking space # _____ & locker # _____ ONLY applicable if numbers are inserted.
- 3) provide _____ unit key(s), _____ mail box key(s). Building fob(s) are issued and controlled by the Condo Corporation Management (Schedule A-21).
- 4) to provide a professionally clean the unit, appliances and broom where laid.
- 5) 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:

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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).

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

INITIALS OF TENANT(S):

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INITIALS OF LANDLORD(S):

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

TENANT (Lessee),....., and

LANDLORD (Lessor),.....

for the lease of.....

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

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

6) To inspect the unit with their agent & complete the Inspection Report on occupancy confirming condition of unit and contents. Further agrees to provide a refundable key deposit (Exempt under Section 7 of Section 134) in the amount of \$ _____ payable to:_____.

7) 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)

8) 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).

9) voluntarily agrees to provide post-dated cheques in the amount of \$_____ Canadian dollars, dated from _____, 20___ to _____, 20___ payable in the name of:_____.

10) 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.

11) to return the unit in the same condition, 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 any pets in the unit and not to allow smoking in the unit. Failing which, if access is not returned to the landlord and the new tenant(s) are denied occupancy to a professionally cleaned unit, all costs incurred will be the responsibility of the tenant(s) and the Landlord will charge an administration fee of \$75.00 to arrange the emergency cleaning.

12) 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. If the unit has to be re-inspected because it was not returned professionally cleaned or vacated the tenant agrees to pay \$75 for an additional inspection.

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

INITIALS OF TENANT(S):

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INITIALS OF LANDLORD(S):

○

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

TENANT (Lessee),....., and

LANDLORD (Lessor),.....

for the lease of.....

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

13) to pay fifty dollars (\$50.00) NSF charge for each returned cheque and replace funds due with a bank draft or money order for the rent plus the NSF charge and applied interest payable at a rate of six (6)% and delivered in person or by courier to the address for service to the landlord within 24 hours of notification.

14) to allow access to the unit every two months with a minimum of 24 hours notice for the purpose of inspecting the unit.

15) 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.

16) 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 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" clause 6.

17) that an accepted Agreement to Lease shall form a Tenancy Agreement if no agreement is signed between the Parties.

18) on potential subletting, the Tenant must obtain the Landlord's written consent and will be charged an administration fee of \$400.00 for the sublease. 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 good condition at the end of the lease term, failing which the Tenant will be responsible for damages to premises and/or loss of content.

19) the Deposit and Prepaid rent will be rendered in a Bank Draft payable to the Deposit Holder as per (Page 1-4).

20) the Landlord agrees that the Tenant if not in default of the Lease terms and conditions, may have an option to renew the Lease with applicable legislative rental increases, providing the Tenant notifies the Landlord in writing no later than 60 days prior to the expiry of the Lease and the Landlord has not notified the Tenant in writing no later than 60 days prior to the expiry of the Lease of their intentions to offer the said unit for sale or for the Landlord's own use, and at which time the landlord at his sole discretion may offer to the Tenant a month-to-month arrangement. It is hereby understood and agreed between the parties hereto that this offer to Lease is conditional until 6:00 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

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

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):

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

TENANT (Lessee),....., and

LANDLORD (Lessor),.....

for the lease of.....

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

"B'- Rental Application. This clause has been inserted for the benefit of the landlord and in the event that the 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.

21) The tenant(s) agrees and acknowledges that:

(i) the tenant(s) approval was based on the information provided as to the number of occupants, the only occupants authorized to occupy premises during the term of this lease will be the ones listed on the Rental Application and the Form 5.

(ii) Access fob(s) may be issued by the condominium corporation only to the occupants named in the lease.

(iii) to obtain a fob the occupants must first register in person with the condominium corporation and provide them with copies of their required identification documents. (iv) A maximum of only ____ () fobs will be issued. The Tenant(s) agree to use the premises as a private residence only and for no other purpose; and not at any time exercise or carry on or permit to be exercised on in the premises or on or about the condominium corporation common elements, any trade, business, occupation calling or illegal act.

The Tenant(s) agrees and acknowledge that only the following persons and no other persons may occupy the premises:

Name:

Age:

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

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):