

Schedule Included in Ontario Residential Tenancy Agreement

Landlord Name: Adam Francis _____

Tenant Names _____

For the residential unit located at the following address:

170 Bayview Ave, Unit 1701

Hereinafter referred to as the ("Leased Premises") _____

RENT

1. The Tenant shall pay each rental payment on the day that it is due without any deduction or abatement whatsoever.
2. All payments herein may be made by direct debit, electronic funds transfer, bank draft or certified cheque. Acceptance of other forms of payment from time to time by the Landlord shall not be deemed a waiver of this provision.
3. If any Rent is paid by anyone other than the Tenant named in this Lease, it shall be deemed to have been made on behalf of the Tenant and will not constitute the creation of a Landlord and Tenant relationship between the Landlord and that person.
4. If the Landlord is unable to give possession of the Leased Premises on the commencement of the term for any reason including, but not limited to, construction delays, an overholding tenant, a pandemic etc. the Landlord shall not be subject to any liability to the Tenant and shall give possession as soon as the Landlord is able to do so. The rent shall abate until possession of the Leased Premises is offered by the Landlord to the Tenant. Failure to give possession on the date of commencement of the term shall not in any way affect the validity of this Tenancy Agreement, the obligations of the Tenant, or in any way be construed to extend the term of this Tenancy Agreement. This agreement shall be enforceable against all Tenants named as such herein, regardless of whether such Tenant actually chooses to occupy the Leased Premises.
5. It is further agreed between the parties that the rent chargeable pursuant to this Agreement and any statutory or other renewals has been negotiated taking into account a reduction to allow for any future disruptions or inconvenience the Tenant may experience as a consequence of the Landlord performing work at the residential complex or Leased Premises pursuant to its statutory obligations under the RTA. or any other provincial, federal or municipal legislation and therefore the Tenant shall not seek damages or any abatement of rent in such circumstances.
6. Except where the Leased Premises are rendered unfit for the purpose of the Tenant as a result of an "Act of God" or the gross negligence of the Landlord, the Tenant shall be liable for full payment of rent for the Leased Premises and shall be liable to reimburse and indemnify the Landlord in respect of payments made or liable to be made by the Landlord to any insurer or to any other person in respect of loss of income and damages of any kind and shall be liable to pay the full Monthly Rental during the period when the Leased Premises are unfit for the purposes of the Tenant.
7. The Tenant(s) agrees to complete documentation provided by the Condominium Corporation through the landlord as it related to unit occupancy, parking, and use of common elements. These documents will be given to the Condominium Corporation and attached to the Residential Tenancy Agreement.

FIRST AND LAST MONTH'S RENT

8. A deposit equal to two month's rent is due at the time of acceptance of this Lease to the Landlord, to be applied to the first and last month's rent due under this Lease and/or for another reason as otherwise described in this agreement.

PAYMENTS

9. The Tenant shall be required, annually to accept the increase amount of rent and on deposit deemed as last month's rent, by an amount legally sufficient based on government standards.
10. It is understood that any payment made by the Tenant to the Landlord will be applied against the Tenant's account in a manner at the sole discretion of the Landlord, even when specifically identified by the Tenant as "Rent", and will generally be applied to the oldest outstanding debt, whether the debt is rent, service charges or fees, Court costs, NSF fees, unpaid utilities or damages that the Tenant may be responsible for, or any other monies owing to the Landlord which the Landlord is entitled to collect.
11. The Tenant agrees to pay monthly all utility bills that pertain to the unit under their lease which includes; water, gas, electricity, as well as other additional bills that are of interest such as internet, cable and telephone.
12. The Tenant(s) agrees that is the Tenant(s) should vacate prior to the end of the lease term, that they will pay on demand all reasonable legal costs or other related charges or expenses incurred by the Landlord in enforcing its right under this Tenancy Agreement or otherwise arising from this Tenancy, including costs of cleaning, advertising and preparing the unit for re-rental.
13. The tenant agrees to provide ten post-dated cheques upon acceptance of this agreement.
14. The Landlord agrees to provide all necessary keys to the building and unit. Tenant agrees to provide a refundable deposit of (\$200) for a required set of keys prior to completion of this transaction.

LEASED PREMISES

15. The Tenant acknowledges that from time to time, work, restoration, renovation or other major projects may be undertaken that may create disruption and could interfere with the Tenant's enjoyment of the Leased Premises. The Tenant further acknowledges that the Rent paid takes into account any of the above mentioned work, disruption and/or interference occurring during the period of their occupancy of the rental unit.
16. The Tenant may not bring into the Leased Premises any appliances without the Landlord's express written permission, and shall not use any electrical or gas appliances in the Leased Premises other than those provided by the Landlord. The types of appliances that may not be used include but are not limited to air conditioning units, hot plates, laundry machines, including both washers and dryers, fridges and dishwashers.

USE

17. The Tenant agrees to use the Leased Premises as a residential dwelling and for no other purpose whatsoever. The Tenant agrees not to use the Leased Premises for any illegal purpose.

18. The Tenant agrees not to conduct or permit any act or activities on or about the Leased Premises for which consideration would normally be payable for the operation of any other business.
19. The tenant(s) and his/her visitors agrees to observe and comply with the rules as set out by the condo corp
20. The tenant(s) and his/her guests shall not create not permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners or their respective families/guests,
21. No noise shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise

No Air BNB

The tenant agrees not to sublet or license the premises or any part thereof or list or advertise or use all or any part of the premises for any short term or hotel, boarding, lodging house, time-sharing, commercial or travel website, including but not limited to Air BNB, during the entire term of this tenancy.

CREDIT REPORTS

1. **The Tenant gives permission to the Landlord or its agents to obtain at any time a consumer/credit report with respect to the Tenant, to contact agencies that provide Landlord information, and to take any other reasonable steps necessary to assess the Lease application, renewal or extension of the Tenant's tenancy.**
2. **The Tenant consents to the Landlord providing information about the Tenant contained in any Rental application to any buyer, mortgagee or insurer of the Leased Premises.**

TENANT COVENANTS AND OBLIGATIONS

3. If the Leased Premises are separately metered, the Tenant shall provide written confirmation from applicable utilities prior to commencement of lease that utilities are in the Tenant's name(s). If the Leased Premises are not separately metered, the Tenant shall pay on account of such utilities a proportionate share of all such utilities for the building where the Leased Premises are located, calculated as the proportion that the Leased Premises is of all rented premises in the building. The Landlord shall have the right to estimate such amount, which the Tenant shall pay on a monthly basis in advance, with reconciliations to be done on an annual basis.
4. The Tenant agrees that they are responsible for replacing the furnace filter every four months, light bulbs, faucet washers and removal of lint from the dryer as required.

5. The Tenant shall properly dispose of garbage in accordance with the rules set out by Municipal or Provincial authorities as may now exist and which may change from time to time, including any waste diversion, reduction or recycling programs. The Tenant agrees to place their garbage in the appropriate place for pickup, at the appropriate times, depending on the collection schedule.
6. The Tenant shall not make any alterations to, remodel or redecorate the Leased Premises without the Landlord's prior written consent and shall upon termination of the tenancy, remove any alterations and decorating and restore the Leased Premises to the same condition as it was on the date of commencement of this Lease Agreement, reasonable wear and tear excepted. This includes but is not limited to painting, wallpapering or installing flooring of any kind in the Leased Premises and not affixing, hooks, screws or nails into the walls or woodwork of the Leased Premises.
7. The Tenant will keep the balcony in good condition free of all furniture (except patio furniture), goods and other effects. The Tenant shall maintain the patio or balcony area forming part of the Leased Premises in a neat and tidy condition at all times to the satisfaction of the Landlord and in no case shall the Tenant install or place carpeting of any kind on the balcony. The Tenant further agrees that no awnings, shades, flowers, containers, TV or satellite aerials, antennae or dishes or any other extensions or obstructions shall be erected over the outside windows, doors, roof or balconies without the written consent of the Landlord.
8. The Tenant hereby accepts the Leased Premises in their present condition and acknowledges that as of the date of this lease, they are in a first class condition and state of repair and habitation and that the Landlord is not required to perform any work of any kind in the Leased Premises, including any painting or decorating.
9. The Tenant shall not bring into the Leased Premises any article or fixture such as a waterbed, freezer, washer or dryer that by reason of its weight or size might damage or endanger the structure of the building in which the Leased Premises are located.
10. The Tenant agrees to any alteration made by the landlord to the locking system or to any change of locks in the building in which the Leased Premises are located, provided that the Landlord gives the Tenant replacement keys. The Tenant shall not alter the locking system on a door giving entry to the leased Premises, or allow the locking system to be altered during the Tenant's occupancy without the prior written consent of the Landlord.
11. The Tenant shall not affix any signs or advertising to any portion of the Leased Premises, if it can be seen from outside their rental unit.

1. The Tenant shall refrain from doing anything or allowing their guests or agents to do anything in the Leased Premises which would result in the Landlord failing to comply with any municipal or other regulatory bodies including without limitation, the Property Standards, Health or Fire Departments.
2. The Tenant shall give the Landlord prompt notice of any damage, defects or accidents related to water or water pipes and fixtures, gas pipes and fixtures, heating equipment, tub surrounds, plugged toilets or sink drains.
3. The Tenant shall not remove any devices on the windows in the Leased Premises designed to restrict the opening beyond the prescribed lawful authority.
4. The Tenant shall keep the Leased Premises free from vermin and in so doing shall procure and pay for any professional pest control service which may be necessary from time to time. In the event pest control measures are required at the Leased Premises, the Tenant shall carry out all protocols for preparation of the Leased Premises for treatment as directed by the Landlord or its contractors. The Tenant shall compensate the Landlord for any costs incurred by the Landlord or charged by its pest contractor as a result of the Tenant's failure to comply with preparation protocols, including a refusal to permit pest control treatment for the Leased Premises. The Tenant shall not refuse entry to the Landlord or its Contractor for the purpose of treating the Leased Premises for eradication of vermin.
5. The Tenant shall not bring or permit the bringing or storage of any contaminants or noxious, dangerous or toxic substances into or upon the Leased Premises or any part of the residential complex or lands upon which the residential complex is situated. The Tenant shall be liable to indemnify the Landlord for any damages howsoever caused and any other liability which may accrue at law to the Landlord as a consequence of the Tenant's breach of this term. If a question arises relating to a contaminant or noxious, dangerous or toxic substances, such question will be determined having regard to Ontario or federal law or by a person whom the Landlord believes to be an expert qualified to determine the question.

INSURANCE

6. The Tenant shall be responsible throughout the tenancy for providing property damage and contents insurance for the contents of the Leased Premises, and such insurance shall be for an amount at least equal to the full anticipated insurable loss calculated on a **full** replacement cost basis without deduction or offset for depreciation and which excludes the exercise of any claim by the insurer, whether by subrogation or otherwise, against the Landlord and against those for whom the Landlord is in law responsible. The Landlord shall not be held responsible for any damages that arises to the contents or belongings of the Tenant, no matter how caused.
7. The Tenant shall also maintain comprehensive general liability insurance including Tenant's legal liability, for an amount not less than \$1,000,000 per occurrence.
8. The Tenant shall not do anything, or permit any activity to be carried on within

the Leased Premises, that would in any way create a risk of fire or have the effect of increasing the premiums for any of the Landlord's policies of insurance upon the Leased Premises or which would cause the cancellation or threatened cancellation of any such insurance.

ENTRY

9. The Landlord may enter the Leased Premises in accordance with written notice given to the Tenant at least 24 hours before the time of entry, said notice specifying the reason for entry, the day of entry and a time of entry between the hours of 8:00 am and 8:00 pm under the following circumstances:
 - a. To carry out work in the Leased Premises;
 - b. To allow a potential mortgagee or insurer of the Leased Premises to view the Leased Premises;
 - c. To allow a potential purchaser to view the Leased Premises;
 - d. If the Leased Premises is listed for sale, to conduct an Open House at the Leased Premises, provided that the Open House time period shall not exceed 4 hours;
 - e. To permit measurements and photographs to be taken for the purpose of marketing the Leased Premises for sale on any MLS® system.
 - f. To permit any inspection required to satisfy any requirement under subsection 9(4) of the Condominium Act; and
For periodic maintenance inspections and for a condition inspection prior to the termination of the tenancy after
 - g. the Tenant has given notice of their intention to terminate the tenancy.

TERMINATION OF THE TENANCY

10. The Tenant agrees that upon termination of the tenancy, to deliver possession of the Leased Premises to the Landlord or his authorized agent and further to surrender all keys or cards related to the Leased Premises, entrance doors, electronic garage door openers and any other device to the Leased Premises or the building in which the Leased Premises forms a part.
11. The Tenant also agrees to provide 90 days written notice of lease termination once lease is completed and it has been converted to month-to-month

GENERAL PROVISIONS

12. No amendment, waiver, renewal of any part of this lease shall be effective unless it is in writing, signed by the Tenant and the Landlord or the Landlord's authorized agent.
13. If any provision of this lease is or becomes invalid, void, illegal or unenforceable, it shall be considered to be separate and severable from the remaining portion of the lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provision had not been included.

1. The Tenant hereby consents to the Landlord or its agents to photograph the Leased Premises during periodic inspections, for the purpose of documenting the condition of the Leased Premises, after having given notice of entry in accordance with the Act.
2. Failure to pay the first month's rent as agreed or to take possession of the Leased Premises will amount to a fundamental breach of this Lease Agreement, and at the Landlord's sole option and discretion, the tenancy agreement will be null and void and the funds on deposit shall be applied to any unpaid rent owing to the Landlord. It is further understood that if that were to occur, the Landlord has the right under law to commence an action for any further damages in a Court of competent jurisdiction, to compensate the Landlord for its costs in advertising and re-renting the Leased Premises and for any loss of income during the time the Leased Premises remains empty prior to the commencement of a replacement tenancy.
3. If there is more than one Tenant, then each Tenant accepts the joint and several responsibility for all obligations under this Lease Agreement. This means that each Tenant is fully responsible for all of the obligations under this Lease, including the full payment of the Rent owing each month. Should an individual Tenant vacate the Premises before the end of the Term, his/her obligations remain.
4. In consideration of the execution and delivery of this Tenancy Agreement by the Landlord, the Guarantor, if one exists and has executed this Agreement as Guarantor, as principle debtor, agrees to guarantee and save harmless the Landlord all obligations of the Tenant under this lease agreement. The Guarantor further agrees that liability under this Guarantee shall continue until such time as the Tenancy Agreement is terminated and the Guarantor continues to be liable and bound by this Guarantee during any renewals and extensions, whether in contract or otherwise, of the term of this tenancy agreement.

PETS

The Tenant shall be responsible for any damage caused to the Leased Premises by the pet, and shall reimburse the Landlord for the cost of any repairs resulting from the damage. The Tenant agrees to clean up after the pet so that there is no pet hair, urine or feces remaining or visible anywhere in or on the Leased Premises and the building or common areas where the Leased Premises forms a part. The Tenant shall keep the pet on a leash while the pet is in the common area of the building in which the Leased Premises forms a part. The Tenant shall only

- (a)** All pets must not disturb other residents.
- (b)** All dogs must remain leashed at all times in common areas.
- (c)** Owners of pets are responsible to collect all excrements of their pets when outside and this includes on sidewalks pertaining to the City.
- (d)** Should your pet leave any excrement within any common area of the building, you must immediately remove the excrement and dispose of same.
- (e)** It is strictly forbidden to allow one's dog to run loosely within the building. This includes corridors, main entrance and garage.

(f) It is strictly forbidden to allow one's dog to urinate on sidewalks, streets or walls surrounding the building.

(g) Pets are not permitted in the following amenity spaces: Hobby Room, Kids Play Room, Reading Room, Office Room, Conference Room and Party Room.

(h) Only 1 dog per RC3 Condo Rules.

SMOKING

Due to the known health risks of exposure to second-hand smoke and the damages that may be caused by growing marijuana or cannabis plants, increased risk of fire and increased maintenance costs;

- a) No Tenant, resident, guest, invitee or visitor shall smoke a Marijuana or other tobacco cigarettes, cigars, electronic cigarette or any similar product whose use generates smoke or vapors within the building and the Leased Premises. This prohibition includes all residential units within the building, all balconies and patios, enclosed common areas, as well as outside within 9 meters of doorways, operable windows and air intakes.
- b) "Smoking" shall include inhaling, exhaling, burning or carrying of any tobacco or electronic cigarette or similar product whose use generates smoke or vapor.
- c) No Tenant shall grow any Marijuana, Cannabis or similar plant in any part of the Leased Premises.
- d) The Tenant acknowledges and agrees, as a fundamental term of this Agreement that no Cannabis shall be grown or cultivated or distributed at any time, by the Tenant or permitted in the Leased Premises. The Tenant acknowledges that the prohibition on Cannabis cultivation and distribution in the Leased Premises is based on concerns expressed by the Landlord on their behalf and on behalf of other tenants, if applicable, about excessive electricity consumption, excessive humidity levels resulting from the activity which, in turn, can produce mold; concerns about security at the Leased Premises; all of which are associated with the presence of Cannabis growth in the Leased Premises. The Tenant accepts and agrees that the Landlord's health, safety and property concerns described herein are appropriate and that if the Tenant or a person permitted in the Leased Premises breaches the prohibition on Cannabis cultivation and distribution, such breach shall be deemed to be a substantial interference with the reasonable enjoyment of the residential complex by the Landlord and other tenants and a substantial interference with the lawful interest of the Landlord and the other tenants of the Residential Complex and as such, will be grounds for termination of the Tenancy pursuant to the Residential Tenancies Act.

FIRE SAFETY EQUIPMENT

The Tenant acknowledges that the equipment required by law with respect to smoke or fire detection or carbon monoxide detecting devices was installed in the Leased Premises upon the commencement of the tenancy and that it is in working order. The Tenant or their guests shall not tamper with, adjust or in any way alter the detection equipment supplied by the Landlord including, but not limited to, the removal of batteries or disconnection of electric wires by the Tenant or an occupant of the Leased Premises.

The Tenant shall notify the Landlord in writing immediately of any malfunction of any smoke or fire detector or carbon monoxide detecting device and the Landlord shall service same subject to the following:

- a) The Landlord shall provide sufficient batteries for each smoke or fire detector or carbon monoxide detecting device at the time the Tenant first occupies the Leased Premises, and thereafter the tenant shall replace the batteries as needed.
- b) The Landlord shall not be responsible for servicing if a malfunction is due to the Tenant's tampering, alteration or adjusting of the detector, and if a malfunction is so caused, the Tenant shall reimburse the landlord for any expenses incurred by the Landlord to replace or repair the detector or related equipment.

CONDOMINIUM RENTAL (If applicable)

The Declaration, Rules and By-laws of the Condominium Corporation are attached to this Agreement as Appendix B and form part of this entire agreement. The Tenant acknowledges that they will abide by any Declaration, Rules or By-laws that the Condominium Corporation currently has in force, or may at some point in the future have in force during the term of occupancy of the Leased Premises. The Tenant further acknowledges that they have read the Declaration, Rules and By-laws of the Condominium Corporation and that failure to comply with same will be deemed to be substantial interference with the Landlord 's right, interest and privilege as set out under the Act and that the Tenant will pay all costs the Landlord incurs as a result of the Tenant's failure to abide with the Condominium Corporation Declaration, Rules or By- laws, as may be amended from time to time.

COVID-19

Signing virtually

The parties acknowledge and agree that all closing documentation can be signed electronically and forwarded by email or fax in accordance with the Electronic Commerce Act, 2000, S.O.2000,c.17

Transfer of keys

The parties agree that the keys to the property shall be left in a lock box at the property and the code to the same is to be provided to the Buyer's lawyer in escrow pending closing of this transaction.

Delay of Closing if Third Parties are Unable to Close

The Lessor and Lessee agree that in the event that the Lessor or Lessee becomes the subject of a mandatory COVID-19 virus closure at the time of performance hereunder that results in the affected parties' inability to complete the transaction as scheduled, the Completion Date shall be automatically extended at the request of the affected party for an expected closing date not more than three (3) business days after the reopening of these institutions. Time shall remain of the essence for any extended closing date as a result of this clause. The parties herein acknowledge and agree that they are required to close this transaction notwithstanding any impacts of COVID-19, save and except the closing of the Land Registry Office(s) and all financial institutions. Notwithstanding the foregoing, in the event the Buyer's title Insurer has provided "gap coverage" to the Buyer, and all closing funds have been paid to the Seller's Solicitor in trust, keys may be released (possession transferred) to the Buyer with title transfer and registration to take place at a later date. In such a circumstance all expenses and risk related to the property shall be the responsibility of the Buyer from the date of such escrow closing.

GENERAL

Tenants must observe strict care not to allow any window or door leading to the outside to remain open so as to admit rain or snow or otherwise interfere with the heating of the Leased Premises.

Water shall not be left running unless in actual use.

Nothing shall be thrown out of the windows or doors or balconies by the Tenant or any occupant of the Leased Premises or their guests.

Dated this _____ day of _____, 20_

Landlord _____ Tenant _____

Witness

Guarantor

