

**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.....

THE LANDLORD is to pay real estate taxes, any applicable parking and condominium fees, and agrees to maintain fire insurance on the premises. The Tenant acknowledges the Landlord's fire insurance on the premises provides no coverage on the Tenant's personal property.

THE TENANT is hereby offering to provide to the Landlord, prior to commencement of the lease, ten (10) post-dated cheques to cover the first year's monthly rental payments.

THE TENANT AGREES to provide references, credit check and a completed rental application, to the Landlord forthwith.

THIS OFFER TO LEASE is conditional for three (3) days from time of delivery of Tenant's completed rental application, credit check and reference documentation to the Landlord upon the Landlord being satisfied with the credit rating and references of the Tenant. If this condition has not been fulfilled the Landlord will provide notice as such to the Tenant and this agreement will become null and void. If notice is not given to the Tenant or his agent within the time period stated herein this condition will be deemed to have been fulfilled and waived by the Landlord.

THE FOLLOWING APPLIANCES belonging to the Landlord are to remain on the premises for the Tenant's use: fridge, stove, washer/dryer, built-in dishwasher, microwave.

THE LANDLORD WARRANTS that the appliances on the premises belonging to the Landlord will be in good working condition at the commencement of the lease term. Tenant agrees to notify Landlord immediately if any of the above appliances cease to work or are damaged in any way. Landlord agrees to pay the cost of any required repairs to the appliances, except where any damage may be directly attributable to the Tenant, in which case the Tenant shall be responsible for the full cost of repair of such damage.

THE TENANT ACKNOWLEDGES AND AGREES that he will be responsible for his own telephone and any other additional items that have to be arranged with a service company that are not specifically addressed in this Offer to Lease.

TENANT AGREES to register with all relevant utility companies (where and if applicable) and to assume liability for all bills and to be responsible for payment of same throughout the tenancy. Tenant agrees to provide the proof to the Landlord no later than two (2) business days before lease commencement date that the services have been transferred to the Tenant's name.

THE TENANT ACKNOWLEDGES that it is his/her sole responsibility and risk to determine the availability and to make any required elevator reservations for their move. Neither the Landlord, nor any real estate agents, will be responsible for or have any liability regarding the booking of elevators. The payment of any deposit or fee for moving in and out is the responsibility of the Tenant.

TENANT ACKNOWLEDGES the Landlord's fire insurance on the premises provides no coverage on Tenant's personal property. The Tenant agrees to purchase and maintain a 'Tenant's Insurance package' that carries not less than Two Million Dollars (\$2M) liability, during the term of the lease. Tenant agrees to provide proof of such to the Landlord no later than two (2) business days before lease commencement date. Tenant acknowledges that the lease will commence at beginning of rental term but that keys will not be released until the Landlord has received Tenant Insurance package documentation.

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INITIALS OF TENANTS: 

INITIALS OF LANDLORD(S): 

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THE TENANT AGREES to abide by all Condominium Rules and Regulations, Bylaws and Declarations of the Condominium Corporation, as amended from time to time. The Tenant further agrees to indemnify and save harmless the Landlord from any damages, costs or legal actions resulting either directly or indirectly from the actions or negligence of the Tenant and/or his/her guests by not abiding by the aforementioned Condominium Rules and Regulations, Bylaws and Declarations of the Condominium Corporation.

THE LANDLORD WILL PROVIDE to the Tenant at commencement of the lease copies of all keys to the unit, mail box, parking and common area facilities; building security cards, access cards, fobs and remote controls; and security codes and information that are in his possession and applicable to the leased premises. The Tenant will return same to the Landlord upon termination of the lease and hereby agrees be responsible for the cost of repairs or replacement of any missing items.

THE TENANT AGREES not to make any alterations (including but not limited to: painting, changing or modifying the decor, installing light fixtures, television mounts, or attaching any other fixtures to the interior walls or physical structure of the premises) without the prior written consent of the Landlord. If the suite is altered without consent, the Tenant shall be responsible for the entire cost of returning the unit to its state at the time of lease termination. At termination of tenancy the Tenant further agrees to have professionally filled, sanded and repainted (with paint matching existing colour and finish) all holes resulting from damage that may have been sustained by the real property throughout the tenancy or resulting from any approved modifications made by the Tenant.

THE TENANT AGREES to maintain good housekeeping in the property and keep the premises in a clean condition throughout the tenancy.

THE TENANT AGREES to be responsible for any repairs or replacement costs of any part of the leased premises or chattels included in the rent due to the presence of any pets that may have been on the premises. Tenant further agrees that in the event that there has been a pet on the premises at end of lease term the Tenant shall have any carpets professionally cleaned and Tenant will make any repairs that may be necessary to rectify any damages that have been caused by pets.

THE TENANT UNDERSTANDS AND AGREES that the condominium corporation has declared the rented premises as a non-smoking building and hereby undertakes not to smoke, nor vape, inside the premises nor permit any guests to do same.

THE TENANT UNDERTAKES not to grow any cannabis or similar plant(s) in any part of the leased premises.

TENANT WARRANTS AND agrees not to undertake any illegal activities in or on the leased property and that no business will be operated from the real property. The Tenant further undertakes not to use this property for growth or manufacture any illegal substance or drug lab operation.

THE TENANT ACKNOWLEDGES that the real property is not to be sublet on a daily or short-term basis either privately or through such services as Air BnB. The Tenant hereby undertakes not to do such and acknowledges that doing so may result in immediate or early termination of the lease.

THE TENANT AND THE LANDLORD HEREBY ACKNOWLEDGE that no information provided by Sage Real Estate Ltd. is to be construed as being expert legal, financial, tax, building condition, zoning, environmental advice or as a retrofit status undertaking and that the Tenant has been given the opportunity to consult with any such professional advisor(s) prior to entering into this agreement to satisfy himself as to the acceptability of same.

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THE TENANT AGREES to pay the full cost of any repairs that have been caused by negligence or willful damage to the premises, appliances, or other parts of the leased premises under the Tenant's control, caused either by the Tenant or by a person permitted on the property by the Tenant for whom they are responsible.

THE TENANT AGREES to promptly notify the Landlord of any and all sustained damages to the leased premises and hereby agrees to provide access to the property for Landlord to affect same.

TENANT AGREES to perform all regular minor maintenance such as replacement of light bulbs (at the Tenant's expense) and removal of lint waste from any clothes dryer ceiling trap.

TENANT AGREES not to change any of the existing lock(s) on the real property, alter any existing locking system nor add an additional lock upon any door of the property without the prior written consent of the Landlord.

THE TENANT ACKNOWLEDGES that the Landlord will keep possession of a key to the premises during the term of the lease and any extension thereof.

THE TENANT AGREES to allow the Landlord or his agent to show the property during all reasonable hours to prospective buyers or Tenants, after giving the Tenant at least twenty-four (24) hours written notice of such showing, and to allow the Landlord to affix a "for sale" or "for rent" sign on the property.

THE TENANT ACKNOWLEDGES that if he remains in occupancy of the premises after the expiration of the term, in the absence of any further written agreement addressing same, he shall not be deemed to be a Tenant from year to year, but shall be a monthly Tenant at a rental equivalent to the monthly payment of rent herein provided for, payable in advance, and all the terms and conditions hereof, so far as applicable, shall apply to such monthly tenancy. The Tenant, if not in default hereunder, shall have the option, by written notice, given to the Landlord at least 60 days before the end of the lease term, to renew the lease for a further one year term subject to a rental increase in accordance with the amount approved under the Ontario Rent Increase Guidelines for that year. The Landlord has the right of inspection of the premises before renewal lease commencement date.

THE TENANT AGREES to allow the Landlord or his agent to show the property during all reasonable hours to prospective buyers or Tenants, after giving the Tenant at least twenty-four (24) hours written notice of such showing, and to allow the Landlord to affix a "for sale" or "for rent" sign on the property.

THE TENANT AGREES to remove all personal possessions from the premises upon lease termination at their sole cost.

THE TENANT AGREES to accept the property in its present "as-is" condition. The Tenant further covenants to surrender premises to Landlord at expiry of term of lease in same condition, except for normal wear and tear.

THE TENANT AGREES to allow the Landlord access to the property for inspection or maintenance purposes between the hours of 8:00 A.M. and 8:00 P.M. with twenty-four (24) hour notice.

THE TENANT AGREES not to initiate any actions, claims, rental rebates, liens, charges or applications against the Landlord for the failure and resulting inconvenience to the Tenant of any mechanical, electrical, water or waste systems, back- ups, etc. that may arise in regards the leased premises and be sustained by the Tenant that are beyond the direct control of the Landlord.

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THE LANDLORD AND TENANT AGREE to execute a completed copy of the Ontario Standard Lease encompassing all the clauses and provisions contained within this Agreement to Lease, prior occupancy.

THE TENANT AND THE LANDLORD AGREE that the transmission of offers, counter-offers, notices and other documents related thereto as well as all closing documentation for this transaction may be signed electronically and communicated by facsimile or e-mail, pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17.

FOR THE PURPOSES OF THIS AGREEMENT the terms 'banking days' or 'business days' shall mean days other than a Saturday, Sunday, or a Statutory Holiday in Toronto, Ontario, Canada.

THE TENANT HEREBY AGREES not to transfer or assign any of the Tenant's rights under this agreement to any other person or party without the prior written express consent of the Landlord.

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

INITIALS OF TENANTS:

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INITIALS OF LANDLORD(S):

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