

Schedule B

Agreement to Lease – Residential (Condominium)

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

TENANT (Lessee), _____ and

LANDLORD (Lessor), Andrew Hamaway & Patrizia Cicci

The landlord agrees to rent to the tenant(s) Unit _04_, level _03_, also known as Suite No. _304, 32 Stewart Street., _____, City of Toronto, M5V 3T2____, Ontario together with the non-exclusive use in common with others entitled thereto of the Common Elements as the exclusive use of those parts of the Common Elements including parking space, Level _ Unit _ and - locker, Level _, as are designated to the exclusive use of the said unit. The landlord has the right to use them pursuant to the Declaration, By-laws and Rules and regulations.

1. USE OF PREMISES:

Tenant(s) agrees to use the premises as residential premises and for no other purpose, and, not to allow the premises to be occupied by anyone other than the persons listed in this agreement. It is understood that the following only may occupy the rented premises:

Occupants _____

2. The Tenant(s) will occupy the rented premises, subject to the present tenant vacating and subject to the rented premises being ready for occupancy, for a term beginning on the _____ day of _____, 20_21_ rental basis, for the term of _____ year(s) & _____(month) & _____(days).

3. **RENT:** _____ CANADIAN DOLLARS \$ _____

The Tenant(s) agrees to pay Monthly Rent to the Landlord or his Agent in advance on the 1st Day of each month during and throughout the Term, at the Landlord’s office or such place as directed from time to time by the Landlord or his Agent. In the event that the Initial Term does not commence on the first day of a calendar month, the Monthly Rent shall be pro-rated on a per diem basis, from the commencement of the Initial Term to and until the end of such calendar month, and the Tenant shall pay the rent so pro-rate to the Landlord on the commencement of the Initial Term.

4. PREPAID RENT AND DEPOSIT:

a. The Tenant agrees to pay and deposit, in certified cheque or bank draft to Listing Brokerage Living Realty Inc., Brokerage with the sum of \$ _____ as prepaid rent to be applied towards the first and last month’s rent of the term of this agreement or the last month of any renewal agreement and the Landlord agrees to pay interest annually on such prepaid rent in accordance with the Landlord and Tenant Act. The Prepaid Rent deposit is required to deliver to Listing Brokerage within 24 hours of the acceptance of this Agreement. If the Tenant failing to submit the Prepaid Rent deposit within 24 hours which this offer shall become null and void. The parties of this Lease Agreement hereby acknowledge that Living Realty Inc., Brokerage shall place the deposit in trust in its non-interest bearing real trust account and no interest shall be earned, received or paid on the deposit.

b. The Tenant agrees to voluntarily provide _____ post-dated cheques from _____ to _____ for the balance of the lease prior to occupancy date payable to Erika Elizabeth Robertson & Thomas Charles Robertson

5. ADDITIONAL CHARGES:

a. The Tenant agrees to pay on demand all reasonable legal costs or other related charges or expenses incurred by the Landlord in enforcing its rights under this Tenancy Agreement or otherwise arising from this Tenancy, for any of the below noted utilities or charges.

b. The Tenant further agrees to pay interest on all outstanding accounts and monies owing to the Landlord from the date they become due. Arrears of rent shall bear interest compounded at the rate of 3% per month calculated from the day following the day upon which rent is due until paid and such interest shall be deemed as rent hereunder.

Initial by Tenant _____

Initial by Landlord _____

- c. The Tenant(s) further agrees to pay the direct costs for N.S.F. (non sufficient funds and/or other bank charges), charges, plus a \$20.00 administration charge on any cheque dishonored by the cheque issuer's financial institution for any reason thereof. All late payment must be replaced by bank draft.

6. UTILITIES & APPLIANCES:

- a. The Tenant(s) agrees to pay for the following services or charges applicable to the rented premises:

Electricity	<input type="checkbox"/>	Gas	<input type="checkbox"/>	Water	<input type="checkbox"/>
Telephone	<input type="checkbox"/>	Internet Cable	<input type="checkbox"/>	Television Cable	<input type="checkbox"/>
Hot Water Heater	<input type="checkbox"/>	Air / Heat	<input type="checkbox"/>		

- b. Tenant further agrees to provide proof to the Landlord on or before the date of possession that the services have been transferred to the Tenant's name.
 - c. The following appliances belonging to the Landlord are to remain on the premises for the Tenant's use:
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7. COLLECTIBLE AS RENT:

The Tenant shall pay separately for any service facility, contract, insurance premium or thing in relation to the rented premises; the Tenant shall pay such accounts promptly and maintain them in good standing. It is further agreed that in the event the Tenant fails to make payment, the Landlord may elect to make payment on the Tenant's behalf and may collect the monies so paid in the same manner as rent.

8. ASSIGNMENT AND SUBLETTING:

The Tenant(s) shall have no right to sublet the premises without written consent of the Landlord. The Tenant further agrees to submit in writing to the Landlord all requests with respect to assigning or subletting the premises. The Tenant may sublet or assign the premises or any rights of this Agreement with the prior written consent of the Landlord in accordance with the *Residential Tenancies Act (RTA)* Tenant Protection Act. This also includes no short term rentals – meaning AIRBNB, Kijiji, or any other short term rental websites. The Tenant agrees to compensate the Landlord FOR ALL REASONABLE OUT OF POCKET EXPENSES INCURRED IN REVIEWING ANY REQUESTS.

9. ASSIGNMENT BY LANDLORD:

Any assignment of the Property by the Landlord shall be conditional upon:

- a. The new owner of the Property assuming in writing all of the terms and conditions as well as responsibilities of the Landlord under this Agreement, and Landlord must transmit forthwith a signed assumption agreement to Tenant in form and substance satisfactory to the Tenant;
- b. The Landlord giving the Tenant ten (10) days prior written notice of such sale and proposed assignment.

10. CHANGE OF LOCK:

The Tenant agrees not to change or add any lock on the premises without the express written consent of the Landlord or his agent and the condo management.

11. CARE OF PREMISES:

- a. The Tenant covenants to keep the rented premises in a good state of repair and the tenant agrees to give the Landlord prompt written notice of any accident or other defect in the water pipes, heating apparatus, wiring or to any other part of the rented premises. The Tenant covenants to maintain keep or leave the premises in an ordinary state of cleanliness and to repair any damage caused to the premises by the willful or negligent conduct or that of persons who are permitted on the premises by the Tenant, and not to make alternations or decorate without written approval from the Landlord. The Tenant further agrees that the Landlord shall not be held liable for any state of non-repair or damages arising there from until such time as receiving on the Landlord's prescribed form is given a reasonable amount of time has been given.

Initial by Tenant _____

Initial by Landlord _____

- b. In the event of a breakdown of electrical, plumbing or mechanical systems, the Landlord will not be liable for any loss, damages or personal discomfort, but the Landlord will carry out repairs with reasonable diligence.
- c. The Tenant agrees that the Landlord may make repair, renovations and/or improvements for the general benefit and/or maintenance of the unit from time to time. The Tenant agrees that the Landlord shall not be liable for any inconvenience, noise, discomfort or annoyance however caused resulting from such repairs or improvements provided that same are performed in a reasonable manner having regard to all circumstances.

12. ALTERATIONS:

The Tenant agrees not to make any decorating changes without the express consent of the Landlord or his Authorized agent, and upon termination of the tenancy remove any alterations or decorating and restore the premises to the same condition as it was in on occupancy, reasonable wear and tear excepted. If the tenant chooses to hang or hook any paintings, the tenant agrees to patch up the wall to its original state on delivery back to landlord. The tenant agrees not to do any renovations to the unit – this includes plumbing, electrical and or building or removing any walls.

13. DAMAGE CHARGE:

- a. The tenant understands and agrees that the Landlord shall be entitled to charge for damages not considered normal WEAR AND TEAR either during the term of the Tenancy, or upon final inspection of the unit at the end of Tenancy. Said damages shall include but not be limited to:
 - i. damages to tile or broadloom or flooring
 - ii. damage to Landlord's appliances, plumbing and / or electrical fixtures
 - iii. damage to doors, walls, ceiling, windows, baseboards or floors
 - iv. charge for cleaning of unit or removal of debris left by Tenant on Termination or Vacancy
 - v. charge for any kitchen or bathroom damages (chips, burns, scratches, etc. on countertops/vanity)
 - vi. charge for any damage to parking space or lockers (if applicable)
 - vii. charge for reinstatement of any color changed without prior approval from the Landlord
- b. The tenant agrees to pay the first \$200.00 toward the cost of any major repairs required. The Landlord shall be responsible for all repair cost over \$200.00 per repair and or appliance, provided that the repair necessary is not caused by the Tenant’s willful damage or negligence. The Tenant must also give prompt notice to the Landlord of any major repairs necessary.

14. CONDITION OF PREMISES:

The Tenant agrees that there was no promise, representation or undertaking by or binding upon the Landlord with respect to any alteration, remodeling or decorating of or installation of equipment or fixtures or other representation in the premises except such, if any, as is expressly set forth in this Tenancy Agreement or as agreed upon in writing by the Landlord.

15. RIGHT OF ENTRY:

- a. The Tenant agrees that the Landlord shall be entitled to enter the rented premises in accordance with the Residential Tenancies Act (RTA) to view the state of repair and make such repairs and alterations as necessary.
- b. the Landlord or his Authorized agent may enter the premises at any time without notice in cases of emergency or when the Tenant consents to the entry,
- c. At any time after notice of termination has been given by either party or after the parties have agreed to terminate the tenancy, the Tenant shall allow the Landlord, or his Agent, with 24 hours acknowledged notice, to access to the above noted unit.
- d. At any time, the Tenant shall allow to show the rented premises to prospective purchasers and appraisers at all reasonable hours after delivery of 24 hrs notice of intent to enter by the Landlord or his Agent.

16. OTHER COVENANTS BY TENANT:

The Tenant further covenants:

a. AUTOMOBILES:

That automobile will be parked only in spaces and/or areas allotted to the Tenant(s) subject to change by the Landlord from time to time and not in any other space or area unless authorized in writing from the Landlord. The Tenant(s) will furnish the Landlord with such information as may be required to identify each automobile. The Tenant(s) will affix to his automobile such marker as may be

Initial by Tenant _____

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designated by the Landlord. The Tenant covenants that he will not repair, wash or polish any automobile in the garage, space or area allotted or in any other area on the premises unless an area is expressly designated for that purpose.

b. FIRE INSURANCE:

Not to do or permit any detrimental thing to be done in the rental premises or its environs, or bring or keep anything therein which will in any way create a risk of fire or other damage to the premises or cause and increase insurance premium on the building, rented premises or contents.

c. NOISE:

Not to cause or permit any noise of any kind, which in the opinion of the Landlord, the Condominium Corporation or their agents may disturb the comfort of any other occupants shall be permitted by any Tenant in the rented premises or its environs, nor shall any noise whatsoever including the playing of any musical instrument or sound equipment be repeated or persisted in after request to discontinue the same has been given by the Landlord, the Condominium Corporation or their agents or persons in their employ in charge of the building for the time being. This shall be deemed to include all parties disorderly or otherwise. Carpets, rugs, broadloom or other soft coverings so as to suppress any noise that might disturb other tenants or occupants shall cover all floors.

d. COMMON AREAS:

That the sidewalks, entry, passageways, stairways and other areas used in common with other tenants and occupants will not be obstructed or used by the Tenant for any other purpose than proper access to and from their respective rented premises. Bicycles shall not be admitted or carried into the building through the main public entrance or in the elevators or main halls, but must be kept in designated areas.

e. REMOVAL OF LANDLORD'S PROPERTY

Drapes, blinds, carpeting, broadloom, appliances, lighting fixtures, smoke detectors, voice communication speakers, if provided by the Landlord, shall not be removed by the Tenant or disconnected from the windows, walls, floors or electric circuits of the rented premises without the prior written approval of the Landlord.

f. DAMAGE

Not to cause or permit damage to the rented premises or its environs, either by willful or negligent act or by those of any person whom the tenant permits on the residential premises.

17. ILLEGAL ACT

The Tenant(s) agrees, at any time during the term of the tenancy, not to exercise or carry on, or permit to be exercised or carried on, in or upon the residential premises or any part thereof, any trade, business, occupation, calling, or illegal act.

18. GARBAGE

Tenant acknowledges and agrees that the Tenant is required to return the premises to the Landlord, at the end of the term of this Lease or any extension, in a clean and tidy manner and shall not allow any garbage to accumulate in or about the premises. Should it become necessary for Landlord to arrange for removal of such accumulated garbage, Tenant will be solely responsible and liable to Landlord for all cost incurred thereof.

19. INSURANCE

The Tenant acknowledges that the Landlord's insurance provides no coverage on the Tenant's personal property. The Tenant shall obtain sufficient insurance on fire, water damage and public liability insurance to cover contents and/or damages to rented premises or others caused by Tenant, his family or guests through neglect or willful damage. **The tenant agrees to provide a copy of the insurance certificate to the landlord on or before key picked up/possession.**

20. RESTRICTION:

Initial by Tenant _____

Initial by Landlord _____

- a. No animal, livestock or fowl, other than a pet shall be kept on the property, and **NO PET** that is deemed by the Landlord, in its absolute discretion to be a nuisance shall be kept by any tenant in rented unit or in any other part of the common elements.
- b. No tenant, resident, guest, business invitee, or visitor shall smoke cigarettes, cigars, or any similar product whose use generates smoke within the building. This prohibition includes all residential units within the building, all balconies and patios, enclosed common areas, as well as outside within 9 metres of doorways, operable windows and air intakes. **NO SMOKING**
 - i. "Smoking" shall include the inhaling, exhaling, burning, or carrying of any tobacco, marijuana, cannabis, or similar product whose use generates smoke.
 - ii. "Business invitee" shall include but is not limited to any contractor, agent, household worker, or other person hired by the tenant or resident to provide a service or product to the tenant or resident.

21. TERMINATION NOTICE:

If either, the Tenant or the Landlord wishes to terminate the tenancy at the end of the term created by this agreement or any extension or renewal thereof, then either party will give notice to that effect in writing not less than 60 days prior to the expiration of the agreement in compliance with the *Residential Tenancies Act (RTA)*.

22. FAILURE TO GIVE NOTICE:

Unless prior to the expiration of a tenancy agreement, or any renewal or extension thereof, a new agreement has been entered into or where proper notice has not been given by either party, the Tenant shall be deemed to be occupying the rented premises as a monthly tenant upon the same terms and conditions as are provided in the expired tenancy agreement providing that nothing herein shall prevent the parties agreeing to any other terms for said monthly tenancy.

23. FAILURE TO GIVE POSSESSION:

In the event that the Tenant is obliged to vacate the rented premises on or before a certain date and the Landlord enters into an agreement with a third party to rent, purchase or mortgage the premises herein described for any period thereafter to such third party, and the Tenant fails to vacate the rented premises on or before a specified date, thereby causing the Landlord to be liable to such third party, then the Tenant will, in addition to all liability to the Landlord for such over holding, indemnify the Landlord for all losses suffered thereby including, without limited the generality of the foregoing, damages for loss of the purchase transaction, moving and storage expenses and alternate accommodation including hotel accommodation and any other further liability which the landlord may have to such third party as a result of such over holding.

INCREASE OF RENT:

a. Notwithstanding paragraph (23) above, the rental rate may be increased respecting such monthly over-holding tenancy on proper notice of increase being given.

24. ABANDONED PREMISES:

If the rented premises are vacant on the rental due date and no payment of rent has been received by the Landlord, it shall be presumed the Tenant has abandoned the rented premises and the Landlord shall be entitled to, and may take, immediate possession of the rented premise.

25. BREACH OF COVENANT:

Should the Landlord be in breach of any covenant herein provided, the Tenant shall be required to give written notice or such breach coming to his attention and providing to the Landlord a reasonable period to remedy such breach. Provided further if such breach be remedied there shall be no further liability for the breach and provided further that if no such notice is given, the Tenant shall not have any remedy for the said alleged breach.

26. LIABILITY:

The Landlord shall not in any event whatsoever is liable or responsible in any way for:

- a. any personal injury or death that may be suffered or sustained by the tenant or any employee of the Tenant or
 - b. any member of the Tenant's family, his agents or guests, or any other person who may be upon the rented premises of the Landlord;
- or

Initial by Tenant _____

Initial by Landlord _____

- c. any loss of or damage or injury to any property including cars and contents thereof belonging to the Tenant or any member of the Tenant’s family or to any person which such property is on rented premises or on the premises of the Landlord; or without limiting the generality of the foregoing, any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the rented premises or the premises of the Landlord or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter; or
- d. any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
- e. Any damage caused by anything done or omitted to be done by any tenants of the Landlord.

27. ACKNOWLEDGEMENT OF CONDOMINIUM:

- a. The Tenant hereby acknowledges that the rented premises are located within a building, which is registered as T.S.C.C. # 1609 and is therefore subject to the provisions of the Condominium Act; and the Tenant covenants and agrees with the Landlord to be bound by the provisions of the Condominium Act and the amendments thereto as well as the provisions of the declaration, by-laws, management agreements, service agreement and other agreements, rules and regulations of the Condominium Corporation (the “Rules”) and agrees to indemnify and save harmless the Landlord and the Condominium Corporation from all losses, costs and damages the Landlord or the Condominium Corporation may suffer or any occupants of the Condominium may suffer as a result of the tenant’s failure to comply therewith and further agrees to reimburse the Landlord and/or the Condominium Corporation for any legal costs incurred including those of any solicitor retained on a solicitor and his own client basis, incurred by the Landlord or the Condominium Corporation in seeking to enforce compliance by the Tenant, the members of his household guest and invitees of the Tenant with such Rules of the Condominium Corporation.
- b. The Landlord shall not be liable to the Tenant or any members of his household, guests or invitees for any damages, losses or costs incurred in the event that the Landlord is unable to perform any of his obligations hereunder or under the *Residential Tenancies Act (RTA)* and if the Landlord is unable to do so because of any act or omission to act by the Condominium Corporation, its manager, or any of their agents or contractors.
- c. Tenant agrees that it is his/her sole responsibility to reserve the elevator for moving in and out and further agrees to pay for all related deposit and charges as stipulated by the condominium corporation

28. AMENDMENT OR WAIVER:

No amendment or waiver or any part of this Agreement or schedules attached hereto shall be effective unless the same is in writing and attached to or endorsed on the said Agreement by the Landlord or his authorized Agent, it being specifically understand between the parties hereto that the janitors, superintendents and building managers are NOT authorized agents within the meaning of this clause and no waiver by the Landlord or his Agent or any default, breach or non-compliance hereunder shall operate as a waiver of the Landlord’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and no waiver shall be inferred from or implied by the overlooking by the Landlord or his Agent of such default, breach or non-observance or by anything done or omitted to be done by the Landlord with respect thereto save only an express waiver in writing.

29. QUIET ENJOYMENT:

The Landlord and Tenant agree that neither, by their own acts or those of their families, servants, guests or agents, will do any anything upon the premises or its environs that is objectionable, or which might injure the reputation of the premises, or substantially interferes with the reasonable enjoyment of the premises by the Landlord or the other tenants and owners and further covenants not to do anything to impair or interfere with the safety or other bona fide or lawful rights, privileges or interests of the Landlord or any tenant or owner in the residential premises.

30. PROPERTY TAXES:

Unless otherwise specifically provided in this Agreement, the Landlord will pay all real property taxes with respect to the rented premises as assessed against the Landlord, provided that if the Tenant directs that the assessment for school purposes to be paid to a school system other than which the Landlord has designated, the Tenant will pay any increase in costs resulting therefore on demand.

31. CONDITION:

This offer is conditional on the Landlord receiving a satisfactory credit approval of the Tenant and **obtaining photo identification copy of the tenant(s) within 2 business days** (means any day, other than Saturday, Sunday or statutory holiday in the Province of Ontario)

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Initial by Landlord _____

from the date of acceptance of this offer failing which this offer shall become null and void and the deposit money shall be returned in full to the Tenant without interest or deduction. Should notice not be issued by the Landlord during the conditional period in writing to the contrary, this condition shall be deemed to have been automatically satisfied and no further notice shall be required for waiver of the same.

32. EXPIRY OF AGREEMENT:

- a. If either the Tenant or the Landlord wishes to terminate the tenancy at the end of the term created by this agreement he or she will give notice to that effect in writing to the other party not less than sixty (60) days prior to the expiration of this agreement, Such notice must be given on or prior to the first day of a month.
- b. Any monthly tenancy created hereunder may be terminated by giving sixty (60) days notice in accordance with the *Residential Tenancies Act (RTA)*. If either party has been given such notice (or any notice terminating the tenancy) the rented premises may be shown to prospective Tenants at all reasonable hours after delivery of the notice. Tenant agreed to provide access to the property for showing purpose.

33. RIGHT:

The Tenant acknowledges that the Rental premise is owned by individual unit owner, on expiration of this lease the owner may sell or use the unit personally. Everything contained within this Tenancy Agreement shall extend to and be binding on the respective heirs, executors, administrators, and successor of each party hereto. The provisions shall be read with all grammatical gender changes necessary. All covenants being contained shall be deemed joint and several.

34. FACSIMILE & EMAIL:

The Landlord and the Tenant acknowledges that this Offer to Lease may be negotiated and transmitted between the Landlord and the Tenant by means of facsimile machine or email and that terms and conditions agreed to be binding upon both parties. Upon the agreement being accepted, copies of the facsimile or email will be validated by both parties forthwith.

35. KEY DEPOSIT :

The Tenant agrees to provide \$ 250 key deposit for the ___sets of Suite Keys, ___remote controls, ___Mail Box Key and ___ common area keys, this will be fully refunded upon returning all the keys at the end of the lease.

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Initial by Landlord _____