

SCHEDULE 'C'

TENANT:

LANDLORD: Irfan Saleemi

PROPERTY: 141 Admiral Road #103

Tenant and Landlord agree that an accepted Agreement to Lease shall form a completed lease and no other lease will be signed between the Parties.

Tenant agrees to advance 10 post-dated cheques payable to the Landlord before commencement of the initial Lease term and 12 post dated cheques on or before every anniversary of the commencement of the term thereafter.

Tenant shall pay \$50.00 service charge for each N.S.F., or returned cheque, or cheque, which the Tenant says, cannot be cashed, and Tenant also agrees to pay 12% interest per annum on late rental payments.

The following appliances belonging to the Landlord are to remain on the premises for the Tenant's use: Fridge, Dishwasher, Stove, Washer, Dryer.

The Landlord represents and warrants that the aforesaid appliances will be in good working order at the commencement of the lease term. The Tenant will pay the full cost of repairs if damage is caused by the Tenant's negligence or willful damage. Tenant agrees to maintain said appliances in a state of ordinary cleanliness at the Tenant's cost. Tenant and Landlord agree that the landlord shall cover major repairs to the appliances i.e. breakdown of an appliance. Tenant and Landlord agree that the Tenant shall cover minor incidental repairs such as light bulb replacement. The Tenant further agrees to notify the Landlord of all and any damages or repairs in a timely manner.

All chattels and personal property belonging to the Tenant and located or stored in or on the property (including the locker storage space) shall be kept and stored at the Tenant's risk. The Landlord shall not be liable, except in the case of the Landlord's direct negligence or willful misconduct. For any injury, damage or loss resulting from any accident or occurrence in or upon the unit and/or the common elements sustained by the Tenant or any person claiming through the Tenant.

The Landlord shall maintain the unit in a good state of repair, fit for habitation during the term of the lease, and comply with health and safety standards in force at the date of commencement of the lease. The Tenant shall keep the unit, during the term of the lease and any renewal thereof, in neat, clean and sanitary conditions and deposit of all rubbish, garbage and other organic or flammable waste, in a clean, safe and sanitary manner and as prescribed from time to time in the rules and/or by the condominium corporation. The Tenant shall use and operate all electrical, plumbing and heating fixtures and appliances in accordance with the operating instructions in a safe manner, The Tenant shall not permit any persona to destroy, deface, damage, impair or remove any part of the property including any additions or improvements to the property and all facilities and appurtenances thereto, and the Tenant shall not himself do any such thing. The Tenant shall at his own expense, furnish and replace all light bulbs, fuses, faucet washers as needed. The Tenant shall promptly report any defect, damage or breakage in the

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structure, equipment or fixtures to the Landlord and, in the absence of the Landlord, to the property manager.

Tenant agrees to rent the premises in its present condition and turnover premises at expiry in comparable condition subject to reasonable wear and tear. Tenant agrees not to alter or cause to be altered the locking system of the premises. Tenant further agrees not to make any decorating changes to the premises without a written consent of the Landlord or by his authorized agent.

The Tenant will not remodel or make any structural changes, alterations, additions or decorations to the property; will not paper, paint or decorate (providing the Tenant may repaint the property as long as the colour of the pain is the same as the present colour of the walls and ceilings within the property); not install, attach, remove or exchange appliances or equipment, nor change the existing locks of the property, without the prior consent of the Landlord.

Tenant agrees to be responsible for any repair or replacement cost due to the presence of any pets on the premises (suite and terrace). Tenant further agrees that if pets are kept on the premises, Tenant shall, at lease termination, have the floors and carpets professionally cleaned and make any repairs that may be necessary to restore any damage caused by pets.

Landlord agrees to pay

- The Landlord shall pay the real estate taxes, any municipal charges and special assessments relating to the unit or its common areas.

Tenant agrees to pay:

- Establish hydro in his name and be responsible for all payments for the duration of the lease term.
- Telephone, internet and cable

Tenant acknowledges the Landlord's insurance provides no coverage on Tenant's personal property. Tenant agrees to obtain and maintain in full force at all times a standard tenant's liability insurance policy protecting the Tenant against loss, damages or theft of any tenant property and providing at least \$1,000,000 liability coverage. The Tenant shall submit a copy of the policy prior to occupancy.

Tenant agrees to maintain the driveway, walks, lawns, gardens, shrubs, and trees on the premises and carries out required snow and ice removal as required by City by-laws.

The Tenant shall advise the Landlord or the Landlord's agent forthwith as to the requirement of any repairs for the premises and shall not hire any trades people or workers to do any work on the premises without the prior written consent of the

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Landlord. As well the Tenant agrees to give the Landlord immediate contact by phone and written notice in the event of any accident or other defect on the premises.

The property shall be used as a single-family residential dwelling to be occupied by the Tenant and for no other purpose. Tenant covenants and agrees that only themselves will personally occupy the premises during the Lease, and the Tenant will not assign or sublet all or any part of the premises to anyone without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

Tenant, if not in default hereunder, shall have the option, by written notice to the Landlord at least sixty (60) days before end of the Lease Term, to renew for a further one year term on the same conditions, subject to maximum rental increase allowed by government legislation.

In the event that the Tenant is obligated to vacate the premises on or before a specified date, and the Landlord enters into a lease with a third party to rent the premises for any period thereafter to such third party and the Tenant fails to vacate the premises on or before the due date thereby causing the Landlord to be liable to such third party, the Tenant will (in addition to all liability for compensation to the Landlord for over-holding) indemnify the Landlord for all losses suffered thereby as a result thereof.

Tenant agrees to allow Landlord or his/her agent, the board of directors and/or the property manager of the condominium corporation (if applicable) shall and may, from time to time between the hours of 8:00 a.m. and 8:00 p.m. with twenty-four (24) hours notice in writing by email to the Tenant, enter in and upon the property for inspections, showings, render services and make adjustments in connection therewith, customary or necessary in the construction, remodeling, or in the maintenance of the property.

The Tenant will, upon termination of this agreement (including extension or renewal thereof) surrender the property and all fixtures and appliances herein before described in good, clean and operating condition, and in the same condition as when received, reasonable wear and tear expected. The Tenant shall at the time of vacating the property, clean the property including without limitation the appliances, and remove all trash from the property.

The Landlord will inspect the house and the appliances at the end of the lease term or any extension thereof, for excessive damages beyond normal wear and tear, which the Tenant will be responsible for the cost of replacement and/or repair of any found.

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Tenant covenants with the Landlord, upon the termination of this Lease pursuant to the terms of the Landlord Tenant Act, to deliver up possession of the premises to the Landlord or his/her authorized agent, and further to surrender all keys, or entrance devices relating to the premises, entrance doors or other doors to the building, mailbox keys, electronic garage door cards (if supplied by the Landlord), and any other entrance device to the premises of the building.

Tenant agrees to indemnify the Landlord and save the Landlord harmless from and against all liabilities, claims, causes of actions and demands arising out of or in connection with the use of the premises by the Tenant.

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