

Residential Tenancy Agreement: Additional Terms
319 Carlaw Ave., #407

- The accepted Residential Tenancy Agreement shall form a completed Lease and no other Lease will be signed between the Parties.
- The Tenant acknowledges:
 - Only the persons named on the Lease and rental application shall reside in the property
 - Any additional occupant shall not be permitted by the Landlord unless such occupant has been added as a Permitted Occupant pursuant to an amendment in writing to this Agreement to Lease and signed by the Landlord and Tenant, and
 - Should the Tenant cease to occupy the Premises for any reason, including death, it is acknowledged that the Permitted Occupants do not and will not occupy the Premises as tenants and will be deemed to be trespassers
- The Tenant Understands
 - HE/SHE DOES NOT HAVE THE LEGAL RIGHT TO SUBLET HIS/HER PREMISES WITHOUT THE CONSENT OF THE LANDLORD,
 - HE/SHE IS STRICTLY PROHIBITED FROM ADVERTISING AND LISTING A THE PREMISES, FOR THE PURPOSE OF SHORT TERM RENTALS, INCLUDING BUT NOT LIMITED TO THOSE ADVERTISED ON AIRBNB, AND ANY OTHER HOTEL, TOURIST HOME, OR OTHER BUSINESS USE PERTAINING TO OCCUPANCY
- The Tenant further understands that he/she is in direct violation of their Agreement to Lease, the rules and regulations of the Condominium Corporation, and the Residential Tenancies Act should the Tenant fail to comply with the above clauses.
- If the Tenant performs any of the above illegal activity, the Tenant acknowledges:
 - the Landlord will take all necessary steps to evict the Tenant from the premises and
 - legal action may be taken against the Tenant
- Tenant will supply Toronto LOFTS Realty Corp. with ten [10] post-dated cheques, prior to occupancy, payable to Toronto Lofts Realty Corp. to cover those months not provided by the deposit
- Landlord shall pay real estate taxes and condominium fee on the premises.
- Tenant is responsible for paying hydro, telephone, cable and contents insurance.

- Tenant acknowledges that 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 content and liability insurance policy protecting the Tenant against loss, damages or theft of any Tenant's property. Tenant agrees to provide proof of such insurance coverage to the Landlord on or before occupancy. Insurance must be maintained throughout the duration of the lease and any extension thereof. *Keys will NOT be provided without proof of insurance.
- Tenant shall pay \$20.00 service charge for each N.S.F., or returned cheque, or cheque which the Tenant says cannot be cashed.
- The Tenant shall be supplied with one [1] unit key, one [1] mailbox key, and one [1] building fob.
- Tenants may not change locks or add additional locks without the Landlord's prior written consent.
- It is agreed and understood that any keys or fobs given to the Tenant for the Leased premises shall be the responsibility of the Tenant and are to be returned to the Landlord in good condition upon termination of the lease.
- The following chattels and appliances belonging to the Landlord are to remain on the premises for the Tenant's use: fridge, stove, built-in dishwasher, built-in microwave, washer/dryer, window coverings and elfs.
- Landlord represents and warrants that the appliances as listed in this Residential Tenancy Agreement will be in good working order at the commencement of the Lease term. Tenant agrees to maintain said appliances in a state of ordinary cleanliness at the Tenant's cost.
- The tenant must give prompt notice to the Landlord of any major repair necessary.
- Maintenance and repairs to the premises and appliances shall be the sole responsibility of the Landlord, save and except that which is otherwise provided herein.
- Damage to any and all surfaces, appliances and/or fixtures resulting from misuse, carelessness, or improper maintenance by the Tenant will be the Tenant's sole responsibility and shall be repaired at the sole cost of the Tenant prior to Lease termination.

- The Tenant agrees to grant access to the property, with at least 24 hours notice, to the Landlord and/or the Agents and suppliers for the purpose of conducting repairs or maintenance work such as the Landlord may determine necessary.

- Tenant agrees to maintain the interior of the premises in good condition, subject to the usual and customary wear and tear and will notify the Landlord immediately of any problems requiring maintenance. Furthermore, the Tenant agrees to return the suite to its pre-occupancy condition before vacating the premises [except normal wear and tear]. Nail holes on the walls from hanging pictures or any other items/objects shall be the responsibility of the Tenant and shall not be considered as part of wear and tear. Tenant agrees to fix all walls at his/her own expense at lease end. Tenant further agrees that upon vacating the unit it shall be clean and debris free. The Tenant shall be responsible for any damages caused by his negligence or wilful damage.

- Tenant and its family or any other person occupying the premises shall comply with and be bound by each and every provision of the Condominium Act, the declaration, by-laws and all rules and regulations of the Condominium.

- Smoking is prohibited in the premise. The tenant and his/her family and invited guests agree to abide by the same.

- Tenant has voluntarily declared that they do not have any pets and agree there shall be no dogs or pets of any kind in the suite for the lease period and extension thereof.

- Tenant shall not repaint, redecorate or make any alterations to the unit without the Landlord's written approval.

- Tenant acknowledges that an increase in rent may be in effect on the second year of this Lease, in accordance with the annual rent increase guidelines established by the Ministry of Municipal Affairs and Housing.

- The Tenant agrees to allow the Landlord or his/her Agent to show the property to prospective Buyers or Tenants, after giving the Tenant at least 24 hours written notice of such showings.

- Tenant is responsible for cleaning the lint trap located within the clothes dryer after every drying cycle. The Tenant is also responsible for cleaning the lint trap located on the ceiling above the dryer once a month. Failure to do so is a liability and a fire hazard.

- The Tenant is responsible for changing of any light bulb, at the Tenant’s own cost, during his/her tenancy.

- Tenant agrees to be responsible for arranging and booking elevators with Property Management directly. Landlord shall in no way be responsible or liable for availability of elevators for the move-in/out.

- The Tenant acknowledges that he/she has inspected the Premises and is accepting the Premises in the present condition. There are no representations, covenants or undertakings by the Landlord to repair, remodel or decorate any part of the Premises or install any equipment or fixture except as may be contained in this Agreement to Lease.

- Tenant will reimburse Landlord and its property manager, and their respective owners, officers, directors, shareholders, affiliates, agents, employees, and representatives (collectively, “Landlord Parties”) for and will indemnify, defend, and hold harmless Landlord Parties from and against any and all loss or damage sustained by, liability or charges imposed on, and claims or causes of action asserted against, Landlord Parties arising in whole or in part out of or by reason of:
 - any accident or occurrence in or on the Premises, any use of or business conducted in or on the Premises;
 - any damage to or loss of any property of Tenant or any person occupying the Premises (collectively, “Tenant Parties”), whether this damage to or loss of property occurs on the Premises or on any other part of the Property; or
 - any act, negligence, or fault of Tenant Parties, whether occurring on the Premises or on any other part of the building common areas.

 Tenant’s Signature

 Date

 Tenant’s Signature

 Date

 Landlord’s Signature

 Date