

Schedule A
Agreement to Lease - Residential

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.....

Landlord warrants that the property will be clear of all debris and garbage on closing.

Landlord agrees, at Landlord's own expense, to have the unit professionally cleaned prior to completion date.

Tenant shall not assign this agreement or sublet the property without the express written approval of the Landlord.

Tenant agrees that the person stated in this Offer to Lease or Rental Application form is the only person permitted to have right to use the premises. Tenant warrants that the premises will be occupied by:

1) _____

2) _____

Tenant acknowledges and agrees that any breach of this agreement will result in the forfeiture of the deposit paid hereunder. The term Break of this Agreement shall include but is not limited to any failure to comply with the terms and conditions of this Agreement. In the event that Tenant wishes to terminate the lease before the end of the said lease term, it shall be Tenant's sole responsibility to find a replacement tenant. Furthermore, the replacement tenant must be approved in writing by the Landlord, such approval to be at the Landlord's sole, absolute and unfettered discretion.

Tenant, if not in default, shall have the option to renew the lease for another one (1) year by giving at least sixty (60) days advance written notice to the Landlord of his intention. The rental will be determined by the rent increase guideline as announced by the authority having jurisdiction.

Tenant(s) shall, at their own expense, obtain and maintain as would a prudent tenant "all-risk" property insurance in respect of the Tenant's contents and personal effects in the Premises as well as comprehensive general liability insurance in an amount not less than One [1] Million Dollars and any other insurance coverage for the Premises as would a prudent tenant of similar premises. Tenant(s) agree to be responsible for the payment of any and all insurance premiums therefore. Tenant agrees to provide a copy of the insurance certificate to the Landlord before commencement of the Lease. **KEYS WILL NOT BE RELEASED WITHOUT A COPY OF THE TENANT'S INSURANCE POLICY.**

Tenant agrees that the Landlord will have the right to request proof of insurance of the premises every 3 months in the event the lease becomes month-to-month.

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

INITIALS OF TENANT(S): 

INITIALS OF LANDLORD(S): 



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The following fixtures and appliances belonging to the Landlord are to remain on the premises for the Tenant's use: All existing light fixtures, all existing window coverings, fridge, stove, built-in dishwasher, washer and dryer. Landlord represents and warrants that the appliances as listed in this Agreement will be in 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.

Both parties agree that other than in case of emergency, in the event that any repair is required during the term of the Lease, the Tenant should obtain the Landlord's written consent prior to ordering or conducting any repair. The Tenant further agrees to pay for the cost of any minor repair up to One Hundred Dollars (\$100.00) per incident. The Landlord agrees to pay for the balance of the cost of any minor repair in excess of One Hundred Dollars (\$100.00). The Tenant further agrees to pay the full cost of all repairs and/or damages caused by the Tenant's negligence or willful misconduct.

Tenant agrees to perform minor maintenance of the premises at his own expense such as (but not limited to) replacing burnt out light bulbs, replacing fuses and replacing rubber washers of water faucets.

Tenant agrees not to make any decorating changes to the premises without the express written consent of the Landlord or his authorized agent.

Tenant agrees to pay the cost of all Utilities, including any and all setup charges/fees etc. incurred when transferring the services to the Tenant's name. Tenant further agrees to provide confirmation from the utility company to the Landlord on or before the date of possession that the services have been transferred to the Tenant.

Tenant acknowledges and agrees that smoking and Pets are not allowed within the premises during the term of this Agreement to Lease.

For convenience, Tenant agrees to provide the Landlord with Ten (10) post-dated cheques in advance for the balance of the rent payable hereunder with the acceptance of this Agreement. In the event that any of the Tenant's post-dated cheques are not honoured when presented for payment to the bank or trust company on which they are drawn, Tenant shall pay the Landlord for each returned cheque a sum of \$20.00 as liquidated damages to cover the Landlord's administration costs and not as a penalty or fine.

Tenant understands that the Landlord will maintain a key to the premises during the term of the lease or any extension thereof and if the locks need to be changed at any time, Tenant must obtain prior written approval from the Landlord.

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Tenant agrees to maintain the unit in a proper state of repair and cleanliness and shall return to the Landlord in the same condition as received, save and except normal wear and tear. Tenant shall have the premises professionally cleaned at the end of the lease, and the Landlord and/or property management will inspect the premises with the Tenant. In the event that the premises returned is not in the same state as it was given to the Tenant, the Tenant will be responsible for paying the Landlord to have it professionally cleaned.

Tenant agrees never to engage in any illegal activities in or on the property (including operating a business).

Tenant shall cooperate with the Landlord to provide access for the Landlord's agent to show the property to prospective purchasers or tenants during the 60 days prior to the expiration of the lease term with at least 24 hours advance notice.

Tenant shall provide to the Landlord, copies of photo identification on or before the lease commencement date. Landlord shall pay real property tax and shall maintain fire insurance on the property.

Tenant agrees to provide the Landlord a \$300.00 security deposit for receiving key and fob. Such deposit to be returned to the Tenant at the end of the lease term provided the Tenant has removed all personal belongings and garbage from the premises and return all keys/fobs to the Landlord.

Parties acknowledge and agree that this Agreement to Lease is not the actual lease. The lease for the premises shall be drawn by the Landlord on the Standard Form of Lease as required for tenancies after April 30, 2018 and as prescribed by the Residential Tenancies Act, 2006. Landlord will provide the Standard Form of Lease to the Tenant or Tenant's agent for execution prior to commencement date.

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Tenant agrees and understands that all the Tenant's names under the Lease were joint tenants and that they were jointly and severally liable under the lease. If one tenant vacates, all tenants remain liable and the Landlord will not assist or allow in finding replacement tenant.

The Tenant shall be completely familiar with the proper and safe operation of all of the appliances in the unit, [including the proper cleaning of the both of the lint trap in the dryer and the ceiling-mounted lint traps] before attempting to use any of the appliances. The Tenant is responsible for cleaning and maintaining these appliances systems. If an unsafe condition arises, the Landlord is to be contacted IMMEDIATELY. Under no circumstances should an unsafe appliance be operated, even if not using the appliance may cause inconvenience to the Tenant. Tenant shall be liable for any damages caused to the appliances and/or blinds arising from acts, omission or negligence of the Tenant or those of whom Tenant is responsible.

Landlord shall maintain fire insurance on the said premises. Tenant acknowledges that the Landlord's fire insurance on the premises provides no coverage on the Tenant's personal properties and liabilities. Tenant agrees to purchase his own tenant insurance covering the Tenant's third party liabilities and agrees to provide a copy of tenant insurance to Landlord or his agent upon receipt of the keys for the premises.

Tenant agrees not to relocate any fixture or appliances, not to install any TV wall mount, not to renovate or apply any wall coverings, or alter colour of the walls without written consent of the Landlord; otherwise, Tenant agrees to pay for the full cost of those recover of damages.

Tenant agrees to abide by the rules and regulations of the building and of the Condominium Corporation.

Tenant aware that AIR BNB and short term lease are strictly against Condo declaration of any tenant who is found to be operation an AIR BNB (or like enterprises) or other short term rental program will be sent a legal notice at tenant expense. NO hotel, boarding, transient use, time-sharing or dormitory use shall be permitted.

Tenant agrees not to install any wood decking or carpeting on balcony under Ontario Building Code.

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Tenant shall not, during the occupancy of the premises, alter or cause to be altered the locking system on any door giving entry to the premises or the building and ANY BEDROOM except by mutual consent.

Tenant agrees that ABSOLUTELY NO DOMESTIC PET[S] IS [ARE] TO BE KEPT ON THE PREMISES, AT ANY TIME.

Tenant acknowledges that the Landlord or Landlord's agent will make periodic inspections of the premises, with 24 hours notice given in accordance with the Tenant Prospection Act, and the Tenant agrees to not hamper the Landlord's access.

Tenant also agrees to MOVE OUT all his belongings on or before 2:00pm on the last day [one day before the pay rent Date] of the Lease term.

Tenant shall have the entire Premises cleaned at the SAME CONDITION as moved in and all debris will be disposed this own expenses before vacating the premises at the end of the lease term. In the event Tenant failed to clean the Premises and to dispose the debris at the end of lease term, Tenant agrees to pay \$250.00 to Landlord on MOVE OUT DATE for cleaning the premises on behalf.

Tenant shall advise the Landlord to the Landlord's agent forthwith as to be requirement of any repairs for the premises and shall not hire any trades people or workers to do any work on 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 Landlord. In addition, the Tenant agrees to give the Landlord prompt immediate written notice in the event of any accident and/or defect in the water pipes, gas pipes, heat/air unit or electrical system serving the premises.

Tenant is responsible for the maintenance and testing of the smoke detector. Under no circumstances may this unit be disabled or modified in any manner.

Tenant agrees to perform minor maintenances of the premises at his own expense, such as replacing burnt light bulbs and rubber washer of water facet.

Tenant agrees to reserve and to take responsibility for the elevator to move-in or move-out by himself. Tenant also agrees to pay the Damage Deposit or any fee [if any] to Management office for elevator reservation.

Tenant agrees to open his Hydro account or any utilities account that required prior to the commencement of the Lease.

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Tenant acknowledges and agrees that he/she, the members of his/her household, and his/her guests from time to time, will, in using the premises and the common elements, comply with the Condominium Act, the Declaration, the bylaws and all rules of the corporation, during the term of the tenancy, and will be subject to the same duties imposed by the above as if he/she were a premises owner, except for the payment of common expenses unless otherwise provided by the Condominium Act.

IN CASE, Tenant or his/her guests do not comply the Declaration and rules of the corporation, Tenant agrees to pay the full cost of recovery of damages and any legal costs charged from the corporation.

Landlord and Tenant both agree once this Agreement to Lease is accepted, it will become the actual lease. Standard Form of Lease will be signed between the Parties only by request.

Tenant agrees and acknowledges that Smoking for medicinal, recreational or remedial purposes, which includes tobacco, cigar, pipe, hookah and marijuana, and any electronic versions, is not permitted inside the premises and in any of the common areas of our building, including the garage, driveway and terraces. Any activity that causes smoke to enter the hallways or other suites is prohibited. Any costs to address damages from odours will be charged back to the Tenant. Contravention of this provision shall be deemed to be a material breach of the lease and grounds for termination of the lease.

Growing plants of any type or quantity that require any form of moisture which includes marijuana, cannabis and hydroponics, are not permitted to be grown or cultivated, anywhere in or on the premises, including common areas and the tenant's rental unit. Those plants cause the significant health risk from the potential growth of mould, risk of fire and the significant damage caused by the high humidity requirements from growing such plants. If mould develops in the premises, Landlord will not remediate it and Landlord will require the Tenant to pay for any such remediation. Contravention of this provision shall be deemed to be a material breach of the lease and grounds for termination of the lease.

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