

Agreement to Lease Residential

Form 400

for use in the Province of Ontario

This Agreement to Lease (Agreement) dated this day of....., 20.....

TENANT:
(Full legal names of all Tenants)

LANDLORD:
(Full legal name of Landlord)

ADDRESS OF LANDLORD:
(Legal address for the purpose of receiving notices)

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement. For the purposes of this Agreement "Tenant" includes lessee and "Landlord" includes lessor.

1. PREMISES: Having inspected the premises and provided the present tenant vacates, I/we, the Tenant hereby offer to lease, premises known as:
.....

2. TERM OF LEASE: The lease shall be for a term of commencing

3. RENT: The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of Dollars (CDN\$)....., payable in advance on the day of each and every month during the currency of the said term. First and last months' rent to be paid in advance upon completion or date of occupancy, whichever comes first.

4. DEPOSIT AND PREPAID RENT: The Tenant delivers.....
(Herewith/Upon acceptance/as otherwise described in this Agreement)
by negotiable cheque payable to..... "Deposit Holder"
in the amount of..... Dollars (CDN\$).....
as a deposit to be held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and to be applied by the Landlord against the and month's rent. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction.

For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

5. USE: The Tenant and Landlord agree that unless otherwise agreed to herein, only the Tenant named above and any person named in a Rental Application completed prior to this Agreement will occupy the premises.

Premises to be used only for:

6. SERVICES AND COSTS: The cost of the following services applicable to the premises shall be paid as follows:

	LANDLORD	TENANT		LANDLORD	TENANT
Gas	☐	☐	Cable TV	☐	☐
Oil	☐	☐	Condominium/Cooperative fees	☐	☐
Electricity	☐	☐	Garbage Removal	☐	☐
Hot water heater rental	☐	☐	Other:	☐	☐
Water and Sewerage Charges	☐	☐	Other:	☐	☐

The Landlord will pay the property taxes, but if the Tenant is assessed as a Separate School Supporter, Tenant will pay to the Landlord a sum sufficient to cover the excess of the Separate School Tax over the Public School Tax, if any, for a full calendar year, said sum to be estimated on the tax rate for the current year, and to be payable in equal monthly installments in addition to the above mentioned rental, provided however, that the full amount shall become due and be payable on demand on the Tenant.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):

7. PARKING:

8. ADDITIONAL TERMS:

9. SCHEDULES: The schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: **Schedule(s) A**

10. IRREVOCABILITY: This offer shall be irrevocable by until on the
(Landlord/Tenant) (a.m./p.m.)

day of....., 20..... after which time if not accepted, this Agreement shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.

11. NOTICES: The Landlord hereby appoints the Listing Brokerage as agent for the Landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Landlord and the Tenant (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Tenant or the Landlord for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: FAX No.:
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)

Email Address: Email Address:
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)

12. EXECUTION OF LEASE: The Lease shall be drawn by the Landlord on the standard form of lease as prescribed by the *Residential Tenancies Act, 2006*, as amended from time to time, and shall include the provisions as contained herein and in any attached schedule, and shall be executed by both parties before possession of the premises is given. The Landlord shall provide the Tenant with information relating to the rights and responsibilities of the Tenant and information on the role of the Landlord and Tenant Board and how to contact the Board. (Information For New Tenants as made available by the Landlord and Tenant Board and available at www.ltbb.gov.on.ca)

13. LANDLORD AND TENANT ACKNOWLEDGMENT: The Landlord and Tenant acknowledge and agree that a standard form of lease as prescribed by the *Residential Tenancies Act, 2006*, as amended from time to time is required.

14. ACCESS: The Landlord shall have the right, at reasonable times to enter and show the demised premises to prospective tenants, purchasers or others. The Landlord or anyone on the Landlord's behalf shall also have the right, at reasonable times, to enter and inspect the demised premises.

15. INSURANCE: The Tenant agrees to obtain and keep in full force and effect during the entire period of the tenancy and any renewal thereof, at the Tenant's sole cost and expense, fire and property damage and public liability insurance in an amount equal to that which a reasonably prudent Tenant would consider adequate. The Tenant agrees to provide the Landlord, upon demand at any time, proof that said insurance is in full force and effect and to notify the Landlord in writing in the event that such insurance is cancelled or otherwise terminated.

16. RESIDENCY: The Landlord shall forthwith notify the Tenant in writing in the event the Landlord is, at the time of entering into this Agreement, or, becomes during the term of the tenancy, a non-resident of Canada as defined under the Income Tax Act, RSC 1985, c.1 (ITA) as amended from time to time, and in such event the Landlord and Tenant agree to comply with the tax withholding provisions of the ITA.

17. USE AND DISTRIBUTION OF PERSONAL INFORMATION: The Tenant consents to the collection, use and disclosure of the Tenant's personal information by the Landlord and/or agent of the Landlord, from time to time, for the purpose of determining the creditworthiness of the Tenant for the leasing, selling or financing of the premises or the real property, or making such other use of the personal information as the Landlord and/or agent of the Landlord deems appropriate.

18. CONFLICT OR DISCREPANCY: If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

19. FAMILY LAW ACT: Landlord warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Landlord has executed the consent hereinafter provided.

20. CONSUMER REPORTS: The Tenant is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):



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21. BINDING AGREEMENT: This Agreement and acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
(Witness)

.....
(Tenant or Authorized Representative)

.....
(Seal) (Date)

.....
(Witness)

.....
(Tenant or Authorized Representative)

.....
(Seal) (Date)

.....
(Witness)

.....
(Guarantor)

.....
(Seal) (Date)

We/I the Landlord hereby accept the above offer, and agree that the commission together with applicable HST (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
(Witness)

.....
(Landlord or Authorized Representative)

.....
(Seal) (Date)

.....
(Witness)

.....
(Landlord or Authorized Representative)

.....
(Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Landlord hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

.....
(Witness)

.....
(Spouse)

.....
(Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally acceptance by all parties at this day of....., 20.....
(a.m./p.m.)

.....
(Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)

Listing Brokerage
(Tel.No.)

.....
(Salesperson/Broker/Broker of Record Name)

Co-op/Tenant Brokerage
(Tel.No.)

.....
(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer.

.....
(Landlord) (Date)

.....
(Landlord) (Date)

Address for Service

.....
(Tel. No.)

Landlord's Lawyer

Address

Email

.....
(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer.

.....
(Tenant) (Date)

.....
(Tenant) (Date)

Address for Service

.....
(Tel. No.)

Tenant's Lawyer

Address

Email

.....
(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement to Lease:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement to Lease, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement to Lease.

Acknowledged by:

.....
(Authorized to bind the Listing Brokerage)

.....
(Authorized to bind the Co-operating Brokerage)



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Schedule A

Agreement to Lease - Residential

Form 400

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 Tenant and the Landlord agree that the final accepted Agreement to Lease shall form a Completed lease and no other lease will be drafted and signed.

The Tenant agrees to comply with all the By-laws and Rules and Regulations of the Condominium Corporation, as amended from time to time.

The Landlord warrants and represents that the appliances (Fridge, Stove, Dishwasher, Range Hood, Washer, and Dryer) included in this Agreement to Lease will be in normal working order at the commencement of the lease term. Tenant covenants and agrees to keep the leased premises and the above mentioned chattels and fixtures within it for normal careful use, maintained and undamaged as would a prudent owner, except for normal wear and tear. Tenant agrees to return the property to the Landlord in a clean condition as it was on the first day of tenancy. If the unit is not returned in clean condition, the Tenant will be responsible for a cleaning service fee of \$100.

The Tenant agrees to be responsible for the first \$50.00 per incident of any minor repairs and will notify the Landlord within 24 hours of any problems requiring maintenance and hereby agrees to provide access to the property for the Landlord to affect the same. The Tenant agrees to perform regular minor maintenance such as replacing light bulbs, removing lint waste from clothes dryer ceiling traps, and keeping the premises in clean condition.

The Tenant agrees to pay the full cost of repairs to the premises, furnishings and/or appliances and any other chattels on the premises caused by his negligence or willful damage.

The Tenant agrees to be responsible for any repairs or replacement costs of any part of the leased premises, furnishings or chattels included in the rent due to the presence of any pets on the premises. Tenant further agrees that if pets are kept on the premises, Tenant shall, at lease termination, have existing carpets professionally cleaned and make any repairs that may be necessary to restore any damages caused by pets.

If the tenant does not provide a notice of termination at the end of the lease term, the lease will automatically convert to a month-to-month tenancy with rent increased according to board with the written consent of the landlord. And the tenant or the landlord can terminate the lease with at least 60 days notice. The tenant agrees to allow the landlord or his/her agent to show the property to potential tenant or buyers by appointment between 11am-8pm upon at least 24 hours notice given to the tenant during (1) ONE month prior to the expiry of the lease.

Landlord agrees to have the condo unit professionally cleaned prior to the commencement of the lease.

The tenants agree to pay a \$25 service charge to the lessor for any NSF on returned cheques.

The Tenant acknowledges that if they remain in occupancy of the premises after the expiration of the term, in the absence of any further written agreement addressing same, they 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 undertakes to secure and pay for a Tenant's Package Insurance Policy on the leased premises. Tenant further agrees to provide a copy of insurance policy or binder to Landlord as confirmation of said coverage. Insurance is to contain general liability provisions and also cover insurance on Tenant's personal property.

The Landlord shall pay real estate taxes, [condominium fees and parking if applicable] and maintain fire insurance on the premises. Tenant acknowledges the Landlord's fire insurance on the premises provides no coverage on Tenant's personal property.

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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Schedule A

Agreement to Lease - Residential

Form 400

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 Tenant agrees to pay the cost of the Hydro utility required on the premises during the term of the lease (if not explicitly included) and any extension thereof. 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.

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 agrees to allow the Landlord or his representative to inspect the premises once every six (6) months with at least 24 hours' notice given to the Tenant.

The Tenant agrees that unless otherwise agreed to herein, only the Tenant named and any person named in the Rental Application completed with this Agreement will be the sole occupants of the premises. Tenant agrees that he will not permit another party to occupy all or part of the leased premises through an assignment of the lease or by subletting the premises (including on a daily or short-term basis either privately or through such services as Air BnB) without the express written consent of the Landlord or his authorized agent.

The tenant agrees to pay \$300 as a key and garage door opener deposit, which shall be refunded upon the return of all the keys and fobs without damages.

The landlord and tenant shall exchange contact information for reference and notice giving purpose on or before occupancy.

The Tenant agrees not to make any decorating changes to the premises without the prior express written consent of the Landlord or his authorized agent. It is understood and agreed by both the Landlord and the Tenant that for purposes of clarification, all references made to dates and times in this Agreement shall be deemed to reflect Toronto dates and times, and the terms "banking days" or "business days" shall mean any day other than a Saturday, Sunday, or a Statutory holiday in Toronto, Ontario, Canada.

The Landlord does not warrant the retrofit status of the subject property and the Tenant further acknowledges that the Landlord, Listing Salesperson and Brokerage are making no representations or warranties in this regard.

NO SMOKING of any substance is allowed on the premises. If smoking does occur on the premises: 1) Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors, and removal of debris; 2) Tenant is in breach of this agreement; 3) Tenant, guests, and all others may be required to leave the premises; and 4) Tenant acknowledges that they will be liable in order to remove odor caused by smoking, the landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted.

The tenant must provide the following on or before the key releasing date.

- \$300 Key Deposit
- Proof of tenant insurance
- Proof of utility transfer to the tenant's name

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

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):
