

**Form 401**

for use in the Province of Ontario

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

**TENANT (Lessee),** ....., and

**LANDLORD (Lessor),** .....

for the lease of .....

..... dated the ..... day of ....., 20.....

Tenant agrees to pay the deposit as set out in Clause 4. by Certified Cheque, Bank Draft or Money Order within twenty four (24) hours of acceptance of this offer made payable to the listing brokerage.

Upon completion of this transaction, Tenant shall voluntarily provide Landlord with post dated cheques for all remaining months of the term of the lease as set out in Clause 2. of the Agreement To Lease (the Lease Term).

Tenant agrees to pay a service charge of \$50 to the Landlord for any N.S.F., returned or stop-payment cheque. Tenant further agrees to pay 2% per month interest penatly on any late monthly rental payments.

Landlord shall pay all real estate taxes, condominium fees and parking costs (if applicable) and maintain fire insurance on the premises.

Tenant acknowledges that the Landlord's insurance provides no coverage on the Tenant's personal property. Tenant agrees to obtain and maintain in full force at all times a standard Tenant's contents and liability insurance policy protecting the Tenant against loss, damage or theft of any of the Tenant's property and providing at least \$1,000,000.00 liability coverage. Tenant agrees to provide proof of such insurance to the Landlord prior to occupancy.

Landlord acknowledges that unit and locker (if applicable) will be made available to the Tenant upon the beginning of the Lease Term in an empty and broom-swept condition.

Landlord shall be responsible for all regular maintenance and repairs of the premises. Tenant shall inform the Landlord of any maintenance or repair issues at the earliest possible opportunity and Landlord shall undertake to have the necessary maintenance and repairs performed at the earliest possible opportunity.

Tenant agrees that the Landlord is permitted to enter the premises from time to time, with at least twenty four (24) hours written notice to the Tenant, to enter the unit for the purposes of inspection of condition. Landlord or Landlord's representative shall also have the right of re-entry for non-payment of rent or non-performance of covenants.

In event of an emergency, the Landlord has the right to enter the premises at any time and without notice.

All correspondence between Tenant and building management and/or superintendent (if applicable) shall be conducted through the Landlord in writing or by electronic correspondence unless otherwise indicated in writing between the Landlord and Tenant.

Tenant shall comply with all Bylaws of the Condominium Corporation (if applicable).

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

**INITIALS OF TENANTS:**

○

**INITIALS OF LANDLORD(S):**

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It is understood and agreed that the premises shall be used and occupied as a personal residence by the Tenant and shall not be used or occupied for any other purpose or by any other person or persons without the Landlord's knowledge or approval.

The Tenant shall make no interior or exterior decorating alterations to the premises without the express written consent of the Landlord save and except that the Tenant may hang artwork on the walls in the subject premises.

It is understood that all fixtures, appliances including fridge, stove, dishwasher, microwave, washer, dryer & A/C unit etc., window coverings, carpets and furnishings currently owned by the Landlord and provided for use by the Tenant during the term of the Lease are the property of the Landlord and must remain on the premises at all times.

The Landlord represents that the appliances listed in this lease agreement are in good working order. Tenant agrees to maintain the said appliances in a state of ordinary cleanliness at Tenant's own expense.

Tenant acknowledges that smoking is not permitted within the subject premises.

Tenant acknowledges that no pets are permitted within the subject premises unless approved in advance by the Landlord.

Tenant agrees to pay the cost of all utilities on the premises, during the term of the lease and any extension thereof, including but not limited to electricity, gas or other fuel as outlined in Clause 6. above.

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.

Tenant is responsible for placing their garbage, recyclables and compost in the designated area outside the premises.

Tenant shall not store any hazardous materials on premises or hazardous or flammable materials near furnace room.

Landlord shall be responsible for maintaining lawn and snow removal (if applicable).

In the event the Tenant stores any property or belongings on deck, porch or backyard or parking area or driveway (if applicable), the Landlord is not responsible any damage or theft of the Tenant's property.

In the event the Tenant loses any key to one of the exterior doors, a replacement key shall be provided by the Landlord; however, the Tenant shall bear the cost of any re-keying and replacement keys.

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The Tenant, if not in default hereunder, shall have the option by written notice given to the Landlord at least 60 days before the end of the lease term, to renew the lease on terms to be determined mutually between the Landlord and Tenant. The Tenant shall provide landlord with written notice, at least 60 days in advance, if they will be vacating at the end of term of the lease.

If the Lease Term is not extended or renewed, The Tenant agrees to allow the Landlord or her authorized agent to show the property during the last 60 days of the tenancy at all reasonable hours to prospective Tenants, after giving the Tenant at least twenty four (24) hours written notice of such showing.

Upon termination of the tenancy, the Tenant shall clean the premises and leave the premises as at commencement of the lease. The Tenant shall be responsible for any and all repairs required in order to leave the premises in the same condition that the tenant found them as documented by the Landlord or his authorized agent prior to the commencement of the lease term. This documentation shall form a part of the Agreement as a separate schedule of the Agreement To Lease.

Upon termination of the tenancy, the Tenant shall completely remove all Tenant's contents, provide vacant possession and return all keys of the rented premises to the Landlord. Any and all contents remaining after this date shall be deemed abandoned by the Tenant and the Landlord shall have the right to remove or dispose of same.

This Agreement is **CONDITIONAL** for forty eight (48) hours from acceptance of this offer of the Landlord satisfying themselves as to the contents of any Rental Application(s), employment letter(s) and upon meeting the Tenant in advance of acceptance of the offer. This condition is for the sole benefit of the Landlord and the Landlord is entitled to waive same by notice in writing to the Tenant delivered to the Tenant or Tenant's agent within the time stated. In the absence of a separate Tenancy Agreement, this offer and schedules shall be binding as a Tenancy Agreement.

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