

## SCHEDULE "B" TO THE AGREEMENT TO LEASE

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

TENANT, \_\_\_\_\_ LANDLORD, \_\_\_\_\_

For the Lease of: 871 Millwood Rd Apt #57, Toronto, Ontario, M4G 1W8

Notwithstanding anything in the preceding attached printed form to the contrary, the following terms and conditions shall apply to the Agreement to Lease.

The Landlord and Tenant agree that the Ontario Standard Form of Lease will be signed with or after acceptance of the agreement by the Landlord and Tenant.

The Tenant agrees to adhere to the Toronto City By-laws and Municipal Code during the entire lease period.

The Tenant and Landlord agree to adhere to the Legislation outlined by the Residential Tenancies Act; Ontario Landlord and Tenant Board during the entire lease period.

**INCLUDED:** The Landlord agrees that the following appliances will remain on the premises and are included for the use of the Tenant. Said appliances will be in good working order: All Electrical Light Fixtures, Fridge and Stove.

Tenant's responsibilities: The Utility bills will be transferred to the new tenants name for : \_\_\_\_\_

- Monthly rent payments
- Tenant's insurance: contents/fire/liability insurance as outlined below
- Utility costs: hydro and internet
- Garbage and recyclables removal

Landlord's responsibilities:

- Municipal taxes
- Property insurance and building insurance
- Heat
- Water

The Tenant and the Landlord agree that monthly rent will be paid on the 1st day of each month via e-transfer.

If the Tenant arranges for the installation of a window air conditioner unit, the Tenant must provide the Landlord with proof that the installation was performed by a certified tradesperson.

The Tenant agrees not to decorate or make any alterations or additions to the premises without written consent of the Landlord.

Tenant Initials \_\_\_\_\_

Landlord's Initials \_\_\_\_\_

The Tenant acknowledges and accepts that they are not permitted to sublease the property on AirBnB, Vrbo or any other short term rental website that serves a similar function, during the term of this lease or any extension thereof.

The Landlord agrees that the unit will be cleaned prior to closing.

The Tenant agrees to be responsible for replacing minor items such as light bulbs and furnace filters (if applicable) at the Tenant's own expense.

The Tenant agrees to pay the Landlord an amount of TWENTY DOLLARS (\$20.00) for each returned/non payment cheques for administration fees during the lease period.

The Tenant agrees to maintain said appliances in a state of ordinary cleanliness at the Tenant's own cost.

The Landlord agrees to provide the Tenant/s with a set of keys.

The Tenant is responsible for the insurance of his/her personal contents and to obtain his/her own tenant fire insurance package, liability accommodation and belonging insurance coverage. The Tenant agrees to carry a third-party liability insurance policy of at least \$1,000,000 coverage at his/her own expense. The Tenant agrees to provide the Landlord with a copy of the insurance policy at least (10) days prior to taking occupancy. If the lease term is renewed or continues on a month-to-month basis once the lease term expires the Tenant will renew the insurance policy for the entire time the Tenant occupies the property.

It is understood that the Tenant shall not smoke in the apartment.

The Tenant is responsible for cleaning out the apartment prior to vacancy. The apartment will be inspected prior to vacancy, if the apartment has not been cleaned, debris and garbage not removed; the tenant agrees to pay for a cleaning service. Cleaning services must be paid for prior to vacancy.

The Tenant agrees that any occupants of the premises and, including without limitation, any visitors, guests and business invitees shall not smoke or vaporize tobacco marijuana, and any illicit drugs anywhere in or upon the premises rented by the Tenant.

The Tenant and any occupants of the premises and, including without limitation, any visitors, guests and business invitees shall not sell, distribute, cultivate, propagate or harvest any cannabis or cannabis plants within the meaning of the Cannabis Act, S.C. 2018. c. 16 and the Cannabis Act, 2017, S.O. 2017, c. 26 as amended from time to time, anywhere in or upon the premises rented by the Tenant, the building where Tenant's premises are located or in any of the common areas or adjoining grounds of such building. Contravention of this provision shall be deemed to be a material breach of the lease and grounds for termination of the lease.

The Tenant shall give the Landlord prompt notice by text to phone and e-mail of any accident or defect in the mechanical systems that includes but is not limited to: water pipes, heating apparatus, electrical issues, and so on.

Tenant Initials \_\_\_\_\_

Landlord's Initials \_\_\_\_\_

The parties to this agreement hereby acknowledge and agree that the deposit holder, Babiak Team Real Estate., shall place the deposit into its non-interest-bearing real estate trust account, and no interest shall be earned, received, or paid on deposit.

The Tenant agrees to notify by text to phone or email, and provide to the Landlord, any mail not addressed to the Tenant during the term of the tenancy.

THE TENANT ACKNOWLEDGES that the Feature Sheets and marketing materials provided by the Listing Broker with respect to this property were ordered and obtained for their respective purposes. The Listing Broker makes no representations or warranties regarding these materials and/or their content. Any reliance on the materials is at the Tenant's sole risk. The Tenant agrees to indemnify and hold harmless the Landlord, the Listing Broker and its Sales Representatives for any errors, omissions and any representations, express or implied, contained in the materials.

It is understood and agreed the Tenant shall upon acceptance of this Agreement to Lease deliver a certified cheque or bank draft to BABIAK TEAM REAL ESTATE BROKERAGE LTD., BROKERAGE on account of the deposit by 7:00 p.m. on the first business day following the date of acceptance, failing which the Landlord reserves the right in his sole discretion to declare this Agreement to Lease null and void by giving notice by email, fax or hand delivery to the Tenant or his agent.

NOTICES: When not in multiple representation notices pursuant to this Agreement can be received by the Landlord electronically at **babiakoffice@gmail.com**

Tenant Initials \_\_\_\_\_

Landlord's Initials \_\_\_\_\_