

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: 25 Lower Simcoe St N 1015, Toronto, ON, M5J 3A1

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 after acceptance of the agreement by the Landlord and Tenant.

The Tenant acknowledges and agrees that only the persons listed in the rental application will be residing on the premises, and that no other person shall be permitted to reside at the premises without the prior written consent of the Landlord. NAMES: _____

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. The Tenant's agent will send a link of the Ontario Residential Tenancies Act to their client so that the Tenant is familiar with both the Landlord and Tenant rights and responsibilities.

The Tenant and any guests or occupants shall comply with the rules and regulations of the condominium corporation. The Tenant also agrees to adhere to the Toronto City By-laws and Municipal Code 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:

Fridge, stove, dishwasher, microwave, washer, dryer, existing window coverings and electrical light fixtures.

EXCLUDED: All items belonging to the existing Tenant.

One (1) underground parking spot and one (1) locker are included in this agreement.

Tenant's responsibilities:

- Monthly rent payments: \$ _____ on the _____ day of the month by e-transfer to christopher.roberts33@gmail.com

Tenant Initials _____

Landlord's Initials _____

- Tenant's insurance: contents/fire/liability insurance as outlined below
- Phone, TV & Internet
- Bike storage (if desired – to be arranged through management)
- Monthly Hydro payments - The Tenant agrees to transfer the Hydro One account into their name and provide written confirmation of the account transfer no later than seven (7) days prior to the closing date.

Landlord's responsibilities:

- Municipal taxes
- Maintenance fees, which includes: Common Elements, Central Air Conditioning, Heat, Parking, Water
- Property insurance

The Landlord shall not be liable for any damage to any property of the Tenant's.

The Tenant agrees not to decorate or make any alterations or additions to the premises (including but not limited to painting the unit) without written consent of the Landlord. This includes changing any of the locking systems.

This Offer is **conditional** upon the satisfactory review of supporting documents provided by the Tenant and due diligence by the Landlord for up to two (2) business days upon acceptance. If the Landlord is not satisfied in his sole and absolute discretion with the review of the supporting documents provided by the Tenant and due diligence by the Landlord, this offer shall become null & void and the deposit monies shall be returned to the Tenant in full without interest or deduction. The Landlord reserves the right to waive this condition at his sole option.

The Tenant agrees not to decorate or make any alterations or additions to the premises (including but not limited to painting the unit) without written consent of the Landlord.

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

The Tenant accepts and acknowledges that there is a garbage disposal in the hallway on the floor where the unit is located, but that recycling materials must be brought down to the designated area during appropriate hours.

The Tenant accepts and acknowledges 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.

Tenant Initials _____

Landlord's Initials _____

The Tenant agrees to be responsible for replacing minor items, such as light bulbs and furnace filters, at the Tenant's own expense; and to maintain smoke detectors, CO detectors and fire extinguisher (if applicable) in an operable mode at all times, replacing any batteries as needed and never disabling them.

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

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 \$2,000,000 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.

The Tenant agrees that the Landlord is not liable for any expense or lawsuit resulting from the Tenant or any third party for damages or injury sustained in, on, under, or about the leased premises. The Tenant agrees to hold the Landlord harmless against any claims of liability against the Landlord.

It is understood that the Tenant shall not smoke in or on the property. **Tenant Initials:**

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 agrees not to carry on any type of business and/or criminal type activity within the premises.

The Tenant is responsible for cleaning out the property prior to vacancy. The property will be inspected prior to vacancy, if the property 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 shall give the Landlord prompt notice by text, phone and email 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 Tenant and/or any guests on the premises agree to be responsible for all damages whatsoever caused by his/her willful or negligent conduct. This includes damage to any items left for the Tenant's use or damages resulting from his/her failure to notify the landlord promptly of any defect or damage within the rental premises requiring repairs.

The Tenant, if not in default hereunder, shall have the option, by written notice, given to the Landlord at least Sixty (60) days before the end of the Lease term, to renew the Lease for a further One (1) year term on the same terms and with a rent increase in accordance with percentage allowed by the Residential Rent Regulations Act Ontario.

The Tenant agrees to allow the Landlord and/or sales representative access to the premises at mutually agreeable times, during the last two months of the tenancy, for the purpose of showing potential Tenants or Purchasers.

The Tenant(s) is responsible for all damages *beyond normal wear and tear*, and applications of paint and or wall coverings without specific written permission of the Landlord is considered a damage to the property and the cost of returning the premises to the original state is at the Tenant(s) expense. Furthermore, the Tenant and any guest on the premises agree to be responsible for all damages whatsoever caused by his/her willful or negligent conduct. This includes damage to any items left for the Tenant's use or damages resulting from his/her failure to notify the landlord promptly of any defect or damage within the rental premises requiring repairs.

The Landlord and/or representative may enter the premises following written notice given to the Tenant at least 24 hours' in advance, to inspect property, to carry out repairs or to allow a potential mortgagee, insurer, or purchaser to view the premises. Such notice must specify the reason for entry, the day of entry, and a time between the hours of 8 a.m. and 8 p.m. Notice is not required in cases of emergency or if the Tenant consents to the entry at the time of entry.

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 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 Buyer or his agent.

Tenant Initials _____

Landlord's Initials _____

The Tenant acknowledges that they are solely responsible for profiling themselves with Property Management in the building and is responsible for booking elevators when moving in and out. The Tenant further agrees that there is no guarantee that the moving elevators will be available on the first or last day of this lease term.

The Tenant agrees to pay a Two Hundred Dollar (\$200.00) refundable key deposit upon possession and the Landlord agrees that the following keys will be issued to the Tenant: 2 unit keys, 1 building fob, 1 garage fob, t. The Tenant shall assume the cost of fobs and garage access remotes. Upon termination of this Lease Agreement and once the keys are returned to the Landlord or their representative in the condition in which they were given, the deposit shall be returned to the Tenant.

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

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 _____