

**SCHEDULE "B" TO THE AGREEMENT TO LEASE for
1808 St Clair Ave W, #1009**

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

TENANT, _____
LANDLORD, _____

For the Agreement to Lease of: **1808 St Clair Ave W, #1009 M6N 0C1**

Dated: _____

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.

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

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, washer/dryer, all electrical light fixtures, all existing window coverings. The landlord agrees to maintain the appliances during the term of the lease in good working order. One (1) Locker & one (1) parking included.

EXCLUDED: None.

TENANT'S RESPONSIBILITIES: Water, Hydro (Heat & A/C), Cable, Internet, Phone, Contents Insurance.

LANDLORD'S RESPONSIBILITIES: Real estate taxes, property insurance, maintenance fees.

The Tenant agrees to either provide an e-transfer on a monthly basis at the monthly rate of \$_____ per month.

Tenant's' Initials _____

Landlord's Initials _____

Keys and Access Devices

- a) The Landlord agrees to provide the Tenant with the following keys and access devices upon commencement of the Lease: two (2) unit keys, one (1) mailbox key, one (1) garage fob, and one (1) building fob.
- b) The Tenant shall provide the Landlord with a **refundable deposit of three hundred dollars** (\$300.00), for which the Landlord will issue a receipt.
- c) Should the Tenant request additional keys for an additional occupant, such keys shall be subject to an additional refundable deposit of two hundred dollars (\$150.00) per set. This deposit shall be refunded in full upon return of all keys and access devices at the end of the tenancy, subject to any deductions for lost or damaged items.

Condominium Rules

The Tenant agrees to comply with all rules, regulations, and by-laws of the condominium corporation, as established and amended from time to time. The Landlord shall provide the Tenant with a copy of such rules and regulations prior to the commencement of the Lease.

Insurance

The Tenant shall obtain and maintain tenant insurance, including fire, liability, accommodation, and contents coverage. Proof of such insurance shall be provided to the Landlord no later than seven (7) days prior to the commencement date of the Lease.

Use of Premises

- a) The Tenant shall not decorate, alter, or make additions to the Premises without the Landlord's prior written consent.
- b) The Tenant shall not conduct any business or engage in any unlawful activity within the Premises.
- c) The Tenant shall not smoke in or on the Premises.
- d) The Tenant shall not sublet the Premises or permit occupancy by boarders without the Landlord's prior written consent in accordance with the Residential Tenancies Act.

Cleanliness and Condition

- a) The Tenant shall maintain the Premises in a clean and sanitary condition throughout the term of the Lease, including regular cleaning and proper disposal of garbage and recycling.
- b) The Tenant shall return the Premises in the same clean condition at the end of the tenancy, subject to reasonable wear and tear.
- c) The Tenant is responsible for professionally cleaning the Premises prior to vacancy. If the Premises are not properly cleaned, or if debris or garbage remains, the Tenant agrees to pay for professional cleaning services prior to vacancy. The Landlord may assist in arranging such services if requested by the Tenant.

Tenant's Initials _____

Landlord's Initials _____

Repairs and Maintenance

- a) The Tenant shall promptly notify the Landlord in writing (by email, text, or phone) of any repairs required, including leaks, running water, or defects in plumbing, heating, or electrical systems.
- b) The Tenant shall be responsible for the cost of minor repairs and maintenance within the Premises up to fifty dollars (\$50.00) per item or occurrence, including but not limited to replacement of light bulbs, fuses, and batteries. Repairs or maintenance exceeding fifty dollars (\$50.00) shall be the responsibility of the Landlord, except where the need arises due to the negligence or willful misconduct of the Tenant or their guests.
- d) The Tenant and any guests shall be responsible for all damages caused by their willful or negligent conduct, including damages resulting from a failure to promptly notify the Landlord of a required repair.
- e) The Landlord shall be responsible for repair costs arising from normal wear and tear or causes beyond the Tenant's control.

Entry by Landlord

- a) In addition to the conditions for entry set out in s.27 of the Residential Tenancies Act, and pursuant to s27(1)5 of the Act, the Landlord or their agent may enter the Premises upon providing the Tenant with at least twenty-four (24) hours' written notice (by text or email) under the following circumstances between the hours of 8:00 a.m. and 8:00 p.m:
 - 1. To allow their Realtor, or someone acting on their behalf, to take general marketing photos for listing the unit for sale or rent, as long as the photos do not include identifiable personal items or information about the tenant.
 - 2. To allow their Realtor or other professional to conduct a market valuation of the rental unit or building, take measurements, and carry out any other tasks necessary to prepare the property for listing for sale.
 - 3. To check for illegal activity, damage, or the general condition of the unit.
 - 4. To determine if the unit has been abandoned.
- b) Notice is not required in cases of emergency or if the Tenant consents at the time of entry.
- c) Neither the Landlord nor the Tenant shall add to or change locks on the Premises without the other party's prior written consent.

Lease Renewal and Termination

- a) Sixty (60) days prior to the expiry of the Lease, or upon notice of termination by either party, the Landlord or their agent may show the Premises during reasonable hours with at least twenty-four (24) hours' written notice to the Tenant.
- b) If no notice of termination is given, the Tenant shall have the option, provided they are not in default, to renew this Lease for an additional one (1) year term or to continue on a month-to-month basis, subject to the Residential Tenancies Act. Notice of intent to renew shall be given to the Landlord not less than sixty (60) days before the end of the Lease term.

Tenant's' Initials _____

Landlord's Initials _____

Storage Locker

If applicable, the Tenant acknowledges that any storage locker provided by the Landlord may be relocated or modified in size at the Landlord's discretion.

Electronic Communication

This Lease and any notices, offers, acceptances, or other communications between the parties may be transmitted and executed electronically, including by email and attachments. Electronic signatures shall be deemed original and binding.

Additional Occupants and Key Deposit

Should the Tenant request additional keys for an additional occupant, such keys shall be subject to an additional refundable deposit of two hundred dollars (\$200.00) per set. This deposit shall be refunded in full upon return of all keys and access devices at the end of the tenancy, subject to any deductions for lost or damaged items.

Governing Lease

The Tenant and Landlord agree that this accepted Agreement to Lease, together with all attached Schedules, and the Ontario Standard Lease Form shall collectively form the Lease. Any terms or clauses that are prohibited under the Residential Tenancies Act, 2006, shall be deemed unenforceable and of no effect, even if included in this Agreement to Lease or Schedules.

Tenant's' Initials _____

Landlord's Initials _____