

**SCHEDULE "B" TO THE AGREEMENT TO LEASE for
709 Willard Ave LOWER**

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

TENANTS, _____

LANDLORD, _____

For the Agreement to Lease of: **709 Willard Ave, LOWER, Toronto ON M6S 3X7**

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 and dryer. All electrical light fixtures, all existing window coverings except noted in exclusions. The landlord agrees to maintain the appliances during the term of the lease in good working order.

EXCLUDED: None.

TENANT'S RESPONSIBILITIES: monthly rent payments and contents/fire/liability insurance and any cable, telephone or Internet services. Additionally, the Tenant agrees to pay the Landlord **\$90** per month for hydro, heat and gas, to go toward the Tenant's responsibility of **40%** of the total hydro, gas and heating bill for the house. At the end of every three month period, the Tenant will receive a charge or a credit for the difference between the monthly payments and the actual cost of the utilities billed. The monthly payment amount shall be reviewed every three months and can be adjusted up or down to reflect significant changes in usage and rates. Should the tenant give notice to vacate the unit, the hydro amount will be reconciled and paid prior to vacancy, with the final month being reconciled as soon as the billed amount is confirmed.

LANDLORD'S RESPONSIBILITIES: Real estate taxes, property insurance, building and exterior maintenance.

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 _____

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.

Keys

The Landlord agrees to provide the Tenant with the following keys upon commencement of the Lease: two (2) unit keys, one (1) mailbox key. The Tenant shall provide the Landlord with a refundable deposit of fifty dollars (\$50.00).

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.

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.

Tenant's' Initials _____

Landlord's Initials _____

Entry by Landlord

- a) 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) for the purpose of repairs, inspections, or to show the Premises to prospective purchasers or Tenants. Entry shall occur between the hours of 8:00 a.m. and 8:00 p.m.
- 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.

Garbage Disposal

The TENANTS shall be responsible for properly disposing of their garbage and recyclables by placing them in the designated bins.

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.

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 _____