

SCHEDULE "B" TO THE AGREEMENT TO LEASE (Pages: 1, 2, 3, 4 & 5)

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

TENANT, _____
and
LANDLORD, _____

For the Lease of: **94 Woodside Avenue, Toronto ON, M6P 1M1**

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 Residential Tenancy Agreement will be signed after acceptance of this 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. NAMES:

Business or banking day is defined as a day other than a Saturday, Sunday or statutory holiday.

The Landlord agrees that the following appliances will remain on the premises and are included for the use of the Tenant: dishwasher, built-in oven and cooktop, built-in microwave, washer and dryer. Said appliances are warranted by the Landlord to be in good working order.

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

Tenant's Responsibilities:

- Monthly rent payments
- Tenant Insurance: contents/fire/liability insurance as outlined below
- Gas
- Hydro
- Water and sewerage charges
- Cable
- Internet
- Phone
- Front yard and backyard garden care
- Snow removal from all property stairs and walkway
- Garbage and recyclables removal

Landlord's Responsibilities: municipal taxes and property insurance.

Tenant's Initials _____

Landlord's Initials _____

The Tenant shall maintain accounts with Toronto Hydro and Enbridge in their own names for the duration of the lease and pay these utilities directly.

For the City of Toronto water and sewerage/waste removal charges, the Landlord shall provide the Tenant with the bill from the City of Toronto and the Tenant is then responsible for paying the Landlord directly for these charges via e-transfer prior to the due date of said bill, or within 30 days or receipt of said bill from the Landlord. E-transfer for the water/sewerage/waste charges are to be sent to: josh.hynes1@gmail.com

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.

Landlord or the Landlord's property manager representative and Tenant shall perform a pre-inspection of the property prior to moving in or at the time of key handover.

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 and Landlord agree to discuss the preferred method of payment for monthly rent.

The Landlord agrees to provide the Tenant with a complete set of keys relating to the premises on closing including 2 front door keys. The Tenant agrees to return all keys/remotes to the Landlord upon the termination of the Lease.

The Tenant agrees to maintain the smoke detectors, CO detectors and fire extinguisher in an operable mode at all times, replacing any batteries as needed and never disabling them.

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. Tenant agrees to provide a copy of the policy to the Landlord prior to closing.

The Landlord shall pay real estate taxes and maintain fire insurance on the premises. Tenant acknowledges the Landlord's fire insurance on the premises provides no coverage on tenants personal property. The Tenant agrees to maintain "Tenant's insurance package" (fire insurance package, liability accommodation and belonging insurance coverage) including no less than \$2,000,000.00 dollars in liability coverage, during the term of the lease and provide the Landlord with proof of the same prior to occupancy.

It is understood that the Tenant shall not smoke on the premises.

It is understood and agreed that the Tenant shall not smoke in the house. 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 or marijuana anywhere inside the house, nor use or consume any illegal drugs anywhere in or upon the premises rented by the Tenant.

Tenant's Initials _____

Landlord's Initials _____

It is understood and agreed that the Tenant shall not grow marijuana on the property.

The Tenant acknowledges and agrees that the burning of wood or any other combustibles anywhere on the property is strictly prohibited.

The Tenant acknowledges and agrees that use of the wood fireplace is strictly prohibited, including placing and/or burning any materials whatsoever within said fireplace (the "Prohibited Use"). The Tenant further acknowledges and agrees that the Tenant shall be responsible and liable for any claims, actions, damage, demands, and/or damages associated with the Prohibited Use (the "Prohibited Use Claims"), and that Tenant releases, indemnifies and holds harmless the Landlord against any Prohibited Use Claims.

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

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

The Tenant agrees to install protective felt covers on furniture legs in order to protect the hardwood floors. The Tenant agrees to be responsible for all damages to the hardwood floors, save and except for normal wear and tear.

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 shall not be liable for any damage to any property of Tenant.

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 Tenant further acknowledges that short term renting of the property in any manner is strictly forbidden.

Tenant's Initials _____

Landlord's Initials _____

The Tenant agrees to allow the Landlord and/or sales representative access to the premises with 24 hours notice at mutually agreeable times, during the last two months of the tenancy, for the purpose of showing potential Tenants or Purchasers.

The Landlord and/or representative may enter the premises following written notice given to the Tenant at least 24 hours' in advance, 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 agrees to adhere to the Toronto City By-laws and Municipal Code during the entire lease period.

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

Paperless Closing: The parties acknowledge and agree that all closing documentation can be signed electronically and forwarded by email or fax.

The Tenant agrees not to assign, sublease, or sublet the whole or any part of, or permit the use or occupation of the whole or part of the premises without the written consent of the Landlord.

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

The Tenant agrees that the property shall be used for residential purposes only.

The Tenant shall give the Landlord prompt notice by phone 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.

The Tenant agrees to separate recycling, organic waste and general garbage, to use the appropriate bins provided to dispose of said waste and to bring the bins to the curb (where applicable) according to the schedule provided for collection and bring them back into the designated area.

The Tenant agrees to be fully responsible for all damages whatsoever caused by any pets residing within the unit. It is the tenant's responsibility to notify the landlord promptly of any damage within the rental premises requiring repairs. The Tenant shall be responsible for the full cost of any repairs required as a direct result of any pet.

The Tenant acknowledges and agrees that one parking spot for the property is located within the garage and that the second spot is located immediately to the south of the garage, abutting the garage, as the driveway is a mutual driveway. There is no parking on the mutual driveway without consent from the neighbour at 92 Woodside Avenue.

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Landlord's Initials _____

It is understood and agreed the Tenant shall upon acceptance of this Agreement to Lease (a) Deliver a certified cheque or bank draft to Babiak Team Real Estate Brokerage Ltd on account of the deposit or (b) Deliver an uncertified cheque and then exchange it for a certified cheque or bank draft by 7:00 p.m. on the first business day following the date of acceptance, failing which the Landlord reserves the right in his/her sole discretion to declare this Agreement to Lease null and void by giving notice by email, fax or hand delivery to the Buyer or the Buyer's agent.

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.

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.

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