

**Schedule     A      
Agreement to Lease – Residential**

**Form 401**

for use in the Province of Ontario

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

**TENANT:** ....., and

**LANDLORD:** Trisha Cipriani

for the lease of 530 Indian Grove 318 Toronto

On M6P 2J2 dated the ..... day of ....., 20.....

**RENT**

The tenant shall pay each rental payment on the day that it is due without any deduction or abatement whatsoever.

If any Rent is paid by anyone other than the Tenant named in this Lease, it shall be deemed to have been made on behalf of the Tenant and will not constitute the creation of a Landlord and Tenant relationship between the Landlord and that person.

**FIRST AND LAST MONTH'S RENT**

A deposit equal to two month's rent is due at the time of acceptance of this Lease by the Landlord, to be applied to the first and last month's rent due under this Lease.

**PAYMENTS**

The Tenant shall be required, annually on demand, to increase the amount on deposit as last month's rent, by an amount sufficient to increase the deposit to the amount of the rent currently charged. It is agreed that the Landlord may deduct from any interest on the last month's rent payable to the Tenant annually, the amount required to increase the rent deposit as set out above.

It is understood that any payment made by the Tenant to the Landlord will be applied against the Tenant's account in a manner at the sole discretion of the Landlord, even when specifically identified by the Tenant as "Rent", and will generally be applied to the oldest outstanding debt, whether the debt is rent, service charges or fees, Court costs, NSF fees, unpaid utilities or damages that the Tenant may be responsible for, or any other monies owing to the Landlord which the Landlord is entitled to collect.

**LEASED PREMISES**

The Tenant acknowledges that from time to time, work, restoration, renovation or other major projects may be undertaken that may create disruption and could interfere with the Tenant's enjoyment of the Leased Premises. The Tenant further acknowledges that the Rent paid takes into account any of the above mentioned work, disruption and/or interference occurring during the period of their occupancy of the rental unit.

The Tenant may not bring into the Leased Premises any appliances without the Landlord's express written permission, and shall not use any electrical or gas appliances in the Leased Premises other than those provided by the Landlord. The types of appliances that may not be used include but are not limited to air conditioning units, hot plates, laundry machines, including both washers and dryers, fridges and dishwashers

**USE**

The Tenant agrees to use the Leased Premises as a residential dwelling and for no other purpose whatsoever. The Tenant agrees not to use the Leased Premises for any illegal purpose.

The Tenant agrees not to conduct or permit any act or activities on or about the Leased Premises for which consideration would normally be payable, including but not limited to activities such as the operation of babysitting or child care services, or the operation of any other business.

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**INITIALS OF TENANTS:** 

**INITIALS OF LANDLORD(S):** 

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**No Air BNB**

The tenant agrees not to sublet or license the premises or any part thereof or list or advertise or use all or any part of the premises for any short term or hotel, boarding, lodging house, time-sharing, commercial or travel website, including but not limited to Air BNB, during the entire term of this tenancy.

**CREDIT REPORTS**

The Tenant gives permission to the Landlord or its agents to obtain at any time a consumer/credit report with respect to the Tenant, to contact agencies that provide Landlord information, and to take any other reasonable steps necessary to assess the Lease application, renewal or extension of the Tenant's tenancy.

The Tenant consents to the Landlord providing information about the Tenant contained in any Rental application to any buyer, mortgagee or insurer of the Leased Premises.

**TENANT COVENANTS AND OBLIGATIONS**

The Tenant shall properly dispose of garbage in accordance with the rules set out by Municipal or Provincial authorities as may now exist and which may change from time to time, including any waste diversion, reduction or recycling programs. The Tenant agrees to place their garbage in the appropriate place for pickup, at the appropriate times, depending on the collection schedule.

The Tenant shall not make any alterations to, remodel or redecorate the Leased Premises without the Landlord's prior written consent and shall upon termination of the tenancy, remove any alterations and decorating and restore the Leased Premises to the same condition as it was on the date of commencement of this Lease Agreement, reasonable wear and tear excepted. This includes but is not limited to painting, wallpapering or installing flooring of any kind in the Leased Premises and not affixing hooks, screws or nails into the walls or woodwork of the Leased Premises.

The Tenant agrees not to use the balcony for the hanging or drying of clothes, nor for the purpose of barbecuing. In addition, the Tenant will keep the balcony in a condition free of all furniture, goods and other effects. The Tenant shall maintain the patio or balcony area forming part of the Leased Premises in a neat and tidy condition at all times to the satisfaction of the Landlord and in no case shall the Tenant install or place carpeting of any kind on the balcony. The Tenant further agrees that no awnings, shades, flowers, containers, TV or satellite aerials, antenna or dishes or any other extensions or obstructions shall be erected over the outside windows, doors, roof or balconies without the written consent of the Landlord.

The Tenant hereby accepts the Leased Premises in their present condition and acknowledges that as of the date of this lease, they are in a first class condition and state of repair and habitation and that the Landlord is not required to perform any work of any kind in the Leased Premises, including any painting or decorating.

The Tenant shall not bring into the Leased Premises any article or fixture such as a waterbed, freezer, washer or dryer that by reason of its weight or size might damage or endanger the structure of the building in which the Leased Premises are located.

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The Tenant agrees to any alteration made in the locking system or to any change of locks in the building in which the Leased Premises are located, provided that the Landlord gives the Tenant replacement keys. The Tenant shall not alter the locking system on a door giving entry to the leased Premises, or allow the locking system to be altered during the Tenant's occupancy without the prior written consent of the Landlord.

The Tenant agrees that vehicles shall be parked only in such spaces which the Landlord may designate from time to time, and the Landlord shall have the right to reassign such parking spaces from time to time as the Landlord, in its sole discretion, may determine. The Tenant shall furnish the Landlord with such information as it may be required to identify the Tenant's vehicle and the Tenant shall affix to the vehicle such identification as may be required by the Landlord. The Landlord shall have no obligation to provide parking for more than the number of vehicles specified in this Lease.

The Tenant shall not allow other persons to park their vehicles in their designated parking space who are not either guests or occupants of the Leased Premises and the Tenant shall not rent their spot out to other tenants or non-tenants.

The Tenant shall not park in his or her designated space any vehicle that has been abandoned or is inoperable or does not bear any valid license permit, and shall not park or store any commercial vehicles, recreational vehicles, trailers, boat or other object in the parking space. In the event that the Tenant breaches these provisions respecting parking or storing of vehicles or other items, the Landlord may, at its sole discretion, remove the vehicle or item at the Tenant's sole risk and expense, and the Tenant shall reimburse the Landlord for any expense which it may incur in removing, storing or disposing of any item from the Tenant's designated parking space.

The Tenant agrees that there shall be no repairs, washing or maintenance of any vehicle carried out at the Leased Premises.

The Tenant shall not affix any signs or advertising to any portion of the Leased Premises, if it can be seen from outside their rental unit.

The Tenant shall refrain from doing anything or allowing their guests or agents to do anything in the Leased Premises which would result in the Landlord failing to comply with any municipal or other regulatory bodies including without limitation, the Property Standards, Health or Fire Departments.

The Tenant shall give the Landlord prompt notice of any damage, defects or accidents related to water or water pipes and fixtures, gas pipes and fixtures, heating equipment, tub surrounds, plugged toilets or sink drains.

The Tenant shall not remove any devices on the windows in the Leased Premises designed to restrict the opening beyond 4 inches or as may be prescribed by any lawful authority.

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**INSURANCE**

The Tenant shall be responsible throughout the tenancy for providing property damage and contents insurance for the contents of the Leased Premises, and such insurance shall be for an amount at least equal to the full anticipated insurable loss calculated on a full replacement cost basis without deduction or offset for depreciation and which excludes the exercise of any claim by the insurer, whether by subrogation or otherwise, against the Landlord and against those for whom the Landlord is in law responsible. The Landlord shall not be held responsible for any damages that arises to the contents or belongings of the Tenant, no matter how caused.

The Tenant shall also maintain comprehensive general liability insurance including Tenant's legal liability, for an amount not less than \$1,000,000 per occurrence. The Tenant shall not do anything, or permit any activity to be carried on within the Leased Premises, that would in any way create a risk of fire or have the effect of increasing the premiums for any of the Landlord's policies of insurance upon the Leased Premises or which would cause the cancellation or threatened cancellation of any such insurance.

**ENTRY**

The Landlord may enter the Leased Premises in accordance with written notice given to the Tenant at least 24 hours before the time of entry, said notice specifying the reason for entry, the day of entry and a time of entry between the hours of 8:00 am and 8:00 pm under the following circumstances:

- a. To carry out work in the Leased Premises;
- b. To allow a potential mortgagee or insurer of the Leased Premises to view the Leased Premises;
- c. To allow a potential purchaser to view the Leased Premises;
- d. If the Leased Premises is listed for sale, to conduct an Open House at the Leased Premises, provided that the Open House time period shall not exceed 2 hours;
- e. To permit measurements and photographs to be taken for the purpose of marketing the Leased Premises for sale on any MLS® system.
- f. To permit any inspection required to satisfy any requirement under subsection 9(4) of the Condominium Act; &
- g. For periodic maintenance inspections and for a condition inspection prior to the termination of the tenancy after the Tenant has given notice of their intention to terminate the tenancy.

**TERMINATION OF THE TENANCY**

The Tenant agrees that upon termination of the tenancy, to deliver possession of the Leased Premises to the Landlord or his authorized agent and further to surrender all keys or cards related to the Leased Premises, entrance doors, electronic garage door openers and any other device to the Leased Premises or the building in which the Leased Premises forms a part.

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**GENERAL PROVISIONS**

No amendment, waiver, renewal of any part of this lease shall be effective unless it is in writing, signed by the Tenant and the Landlord or the Landlord's authorized agent.

If any provision of this lease is or becomes invalid, void, illegal or unenforceable, it shall be considered to be separate and severable from the remaining portion of the lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provision had not been included.

The Tenant shall indemnify and save the Landlord harmless against any and all claims, actions, damages, losses, liabilities, costs and expenses in connection with the loss of life, personal injury or damage to property arising from or out of the occupancy or use by the Tenant or any other occupant of the Leased Premises or occasioned wholly or in part by any act or omission of the Tenants, its invitees, licensees or anyone permitted or authorized by the Tenants to be on the Leased Premises or arising out of any breach or non-performance by the Tenant of any provision of this Lease.

This agreement shall be binding upon and shall ensure to the benefit of the parties hereto, their heirs, successors, assigns and personal representatives.

The Tenant hereby consents to the Landlord or its agents to photograph the Leased Premises during periodic inspections, for the purpose of documenting the condition of the Leased Premises, after having given notice of entry in accordance with the Act.

If there is more than one Tenant, then each Tenant accepts the joint and several responsibility for all obligations under this Lease Agreement. This means that each Tenant is fully responsible for all of the obligations under this Lease, including the full payment of the Rent owing each month. Should an individual Tenant vacate the Premises before the end of the Term, his/her obligations remain.

**PETS**

The tenant agrees not to keep any pets or animals in or about the property.

**SMOKING**

Due to the known health risks of exposure to second-hand smoke and the damages that may be caused by growing marijuana or cannabis plants, increased risk of fire and increased maintenance costs;

a) No Tenant, resident, guest, invitee or visitor shall smoke a Marijuana or other tobacco cigarettes, cigars, electronic cigarette or any similar product whose use generates smoke or vapors within the building and the Leased Premises.

This prohibition includes all residential units within the building, all balconies and patios, enclosed common areas, as well as outside within 9 meters of doorways, operable windows and air intakes.

b) "Smoking" shall include inhaling, exhaling, burning or carrying of any tobacco or electronic cigarette or similar product whose use generates smoke or vapor.

c) No Tenant shall grow any Marijuana, Cannabis or similar plant in any part of the Leased Premises.

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**FIRE SAFETY EQUIPMENT**

The Tenant acknowledges that the equipment required by law with respect to smoke or fire detection or carbon monoxide detecting devices was installed in the Leased Premises upon the commencement of the tenancy and that it is in working order. The Tenant or their guests shall not tamper with, adjust or in any way alter the detection equipment supplied by the Landlord including, but not limited to, the removal of batteries or disconnection of electric wires by the Tenant or an occupant of the Leased Premises.

The Tenant shall notify the Landlord in writing immediately of any malfunction of any smoke or fire detector or carbon monoxide detecting device and the Landlord shall service same subject to the following:

- a) The Landlord shall provide sufficient batteries for each smoke or fire detector or carbon monoxide detecting device at the time the Tenant first occupies the Leased Premises, and thereafter the tenant shall replace the batteries as needed.
- b) The Landlord shall not be responsible for servicing if a malfunction is due to the Tenant's tampering, alteration or adjusting of the detector, and if a malfunction is so caused, the Tenant shall reimburse the landlord for any expenses incurred by the Landlord to replace or repair the detector or related equipment.

**CONDOMINIUM RENTAL (If applicable)**

The Declaration, Rules and By-laws of the Condominium Corporation are attached to this Agreement as Appendix B and form part of this entire agreement. The Tenant acknowledges that they have read the Declaration, Rules and By-laws of the Condominium Corporation and that they will abide by any Declaration, Rules or By-laws that the Condominium Corporation currently has in force, or may at some point in the future have in force during the term of occupancy of the Leased Premises.

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