

# 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:** Patricia Natalie McClendon .....

for the lease of 11 Graybark Crescent, Toronto, ON M1C 4J2 .....

..... dated the ..... day of ....., 20.....

The Tenant agrees to pay for the properties utilities (hydro, heat and water) cost during the term of the lease, and any extension thereof.

The Tenant agrees to voluntarily pay a deposit of \$100 for two sets of keys to the Landlord prior to commencement of the lease. At the end of the lease term, the Landlord agrees to return the deposit in full to the Tenant upon receipt of the keys.

Landlord will provide 2 sets of keys allowing for access through the main door of the property.

The Tenant shall pay the landlord's administration charge of \$20 plus any NSF charges made by the landlord's bank for any returned cheques by the tenant because of non-sufficient funds (NSF).

Tenant consents to the Landlord or their agent disclosing information about the Tenant and information about their tenancy, including but not limited to the amount and timing of rent payments, good behaviour, problematic behaviour, any debt outstanding, and reviews of the Landlord's experience regarding the Tenant, to Equifax, Landlord Credit Bureau, TransUnion, Openroom and other reporting agencies, which may then be used in a tenant record, credit report and credit score for the Tenant and shared with other landlords and credit grantors.

Tenant agrees not to alter, remove or change any walls, doors, flooring, plumbing, electrical fixtures, and not to make any physical changes to the premises, including adding/nailing cupboards, shelves, etc. to the walls or floors, painting the premises, altering window coverings or making any changes to the light fixtures, without express written consent from the Landlord. Tenant agrees not to install any TV wall-mounted or satellite dish on the premises.

The Tenant agrees to clearing the snow and shoveling the front of the house, side of the house and backyard area, and de-icing the front of the house area, side of the house and backyard during the duration of their tenancy.

Tenants covenants with the Landlord during his/her occupancy of the premises not to alter or cause to be altered the locking system giving entry to the premises, except with prior written consent of the Landlord.

The Tenant agrees that should they lock themselves out of their dwelling and/or be unable to gain access through their own resources, they may call upon professional locksmith or the Landlord to let them in. In either case, they are responsible for payment of the charges and/or damages involved.

The Tenant agrees that bicycles shall be kept only in areas designated by the Landlord: in the

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garage.

As of the date of this Agreement, Landlord warrants that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed (they will not accept things such as diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, and balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers). Tenants agree to pay for clearing the drains of any and all stoppages except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God. Usage of a drain filter is advised to save unnecessary time and money with repairs.

Tenant agrees to park their vehicle(s) in assigned space and to keep that space clean of oil drippings: on the driveway or garage.

The Tenant agrees not to conduct, permit, or suffer any act or activities on or about the Rented 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 or commercial use. Specifically, the Tenant shall at no time seek compensation from the Landlord, howsoever arising, in respect of any interruption to any economic activity engaged in by the Tenant or members of the Tenant's household at the Rented Premises.

The Tenant agrees to not bring or permit the bringing or storage of any contaminants or noxious, dangerous or toxic substances into or upon the Rented Premises or any lands upon which the residential complex is situated. The Tenant shall be liable to indemnify the Landlord for any damages howsoever caused and any other liability which may accrue at law to the Landlord as a consequence of the Tenant's breach of this term. If a question arises relating to a contaminant or noxious, dangerous or toxic substances, such question will be determined having regard to provincial or federal law or by a person whom the Landlord believes to be an expert qualified to determine the answer to the question.

Tenant covenants with the Landlord, upon the termination of this Lease pursuant to the terms of the Residential Tenancies Act, to deliver up possession of the premises to the Landlord or his/her authorized agent, and further to surrender all keys or entrance devices relating to the premises, entrance doors or other doors to the house, and any other entrance device to the premises of the house.

Tenant agrees to give the Landlord prompt and immediate written notice in the event of any accident or emergency affecting the plumbing, gas, heating or electrical system serving the premises. The Tenant shall

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not hire any trades people or contractors to do any work on the premises without the prior written consent of the Landlord.

Tenant covenants and agrees to the Landlord to not do or cause anything to be done which may be deemed to be disturbing to the tenants in the main level unit.

The Tenant shall not engage in any illegal trade or activity on or about the premises.

The Landlord may enter the unit between the hours of 8am-8pm upon 24 hours written notice to:

- a. make repairs or inspect if repairs are needed to the unit
- b. allow a potential lender or insurer to view the unit
- c. allow a potential purchaser to view the unit
- d. for any reasonable purpose allowed by the Rental Agreement of the Residential Tenancies Act

The Landlord may enter the Rental unit without written notice if:

- i. there is a genuine emergency as per the Residential Tenancies Act, as long as the Landlord has made a reasonable effort to contact the Tenant.
- ii. The Tenant has submitted a 60 days notice to terminate Tenancy or advised the Landlord that they will not be renewing the lease term 60 days prior to the end of the term for the Landlord to show the unit to prospective Tenants as per the Residential Tenancies Act
- iii. The Tenant agrees to let the Landlord in

If the Landlord and the Tenant have agreed the tenancy will be terminated or one of them has given notice of termination to the other, the Landlord may enter the unit to show it to prospective tenants between 8 a.m. and 8 p.m. and, before entering, the Landlord informs or makes a reasonable effort to inform the Tenant of the Landlord's intention to enter. A Landlord must make reasonable efforts, depending upon the facts and circumstances of each case, to give the Tenant advance notice in order to permit the tenant to be prepared for entry into the unit by the Landlord to show the unit to prospective tenants.

Tenant covenants and agrees that only the individuals mentioned in the rental application will personally occupy the premises during the Lease. Tenant agrees not to sublet or licence the premises or any other part thereof or list or advertise or use all or any part of the leased premises for any short term hotel, boarding, lodging house, time-sharing, commercial or travel website, including but not limited to Airbnb during the entire term of this tenancy and any extension or renewal thereof.

Tenant acknowledges that the house has implemented smoking rules. The following is NOT permitted on the

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- entire premises of the house (this includes the inside and the outside of the Basement unit):
- i. Smoking of tobacco (cigarettes/cigars);
  - ii. Smoking of weed/marijuana/cannabis;
  - iii. Vaping or use of e-cigarettes;
  - iv. Smoking of other substances.

The Tenant acknowledges that the cultivation, propagation or harvesting or any cannabis plants anywhere in or on the property is not permitted by the Tenant or Tenant's visitors or guests.

Landlord agrees to have the unit professionally cleaned prior to the Tenant's occupancy and upon departure the Tenant agrees to have the unit professionally cleaned at the Tenant's expense to the Landlord's satisfaction

Tenant will ensure that the unit is clean and shows well as is in the same condition as it was when they viewed it when showings are schedule 60 days prior to end of the Lease term.

The Landlord warrants that all appliances and fixtures will be in normal working order at commencement of the Lease. This includes the fridge, stove, and washer/dryer. Tenant is responsible to pay the full cost of repairs if damage is caused by the Tenant's negligence or willful damage, in addition to the monthly rental. Any observations regarding the good working order on the date of occupancy, of the aforesaid appliances and fixtures, must be notified to the Landlord in writing on or before 6:00 pm on the day of occupancy.

Tenant acknowledges that the Landlord's Fire Insurance policy on the premises provides no coverage on the Tenant's personal property and liability. Tenant agrees to arrange for the standard Tenant's liability insurance policy which shall include Tenants Liability limit of minimum \$1.5 million for Property Damage & Bodily Injury, Tenants Personal Content coverage for the duration of the lease term and any renewal thereof and to provide a copy of the insurance policy confirmation to the Landlord prior to taking possession. The Tenant must have Tenant liability insurance at all times. If the Landlord asks for proof of coverage, the Tenant must provide it.

Both Tenant and Landlord acknowledge and agree that an inspection will be completed on or before the move in date upon turn over of unit keys and any deficiencies will be recorded. Upon move out the unit will again be inspected at key turn over and any new damage to the unit other than the recorded deficiencies prior to move in will be repaired at the Tenant's expense in a manner satisfactory to the Landlord.

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Tenant agrees to ensure that garbage, recycling and food items are properly secured in designated plastic bags and containers, and placed neatly in garbage bins outside as per City of Toronto Requirements; perishable food items must be placed in special compostable kitchen bags to be deposited in green bin outside. Tenant agrees to move the garbage bins to the curb for city garbage collections on the designated days, as per City of Toronto Garbage collection calendar, and returning them to their designated place after collection.

Tenant agrees to clean the dryer vent(s) monthly to avoid lint fires. In many circumstances there is more than one vent that requires cleaning, one in the clothes dryer and one in the wall/ceiling. Neglecting to do so may cause fire or damage to the dryer unit which will be repaired or replaced at the Tenant's expense.

The Tenant agrees to care for and maintain all electrical appliances noted. If the appliances require repair or replacement due to negligence, this will be done at the Tenant's expense and to the Landlord's satisfaction.

Any damage to floors will be repaired at the Tenant's expense and to the Landlord's satisfaction.

Tenant covenants to inform the Landlord immediately should they note any leaky pipes, water damage to ceilings, walls, floors, cabinetry etc. Failure to inform the Landlord can be deemed as negligence.

Tenant agrees to use water shut off valves should they be absent from the property for more than 10 days.

The Tenant agrees to give the house's Property Management Team access to the unit with notice, to assess or repair any deficiencies that arise.

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