

SCHEDULE "B"

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

Landlord Andrew Angelo Muraco

Tenant \_\_\_\_\_

For the property known municipally as 80 Vanauley St., #415, Toronto, ON M5T 2H9

1. The Tenant acknowledges that the rented premises are located within a building that is subject to the government of the Condominium Act, and covenants and agrees with the Landlord to be bound by the provisions of the Condominium Act, the Declaration, By-laws and Regulations of the Condominium Cooperation and that where any conflict occurs between the provisions of the terms of this Offer to Lease and the Condominium Act, the Declaration, By-laws and Regulations of the Condominium Cooperation as amended from time to time, and all requirements of the Declaration and/or By-laws and it indemnify the Landlord against any breaches thereof. Tenant acknowledges receipt of copy of Condominium Cooperation rules and regulations.
2. Tenant warrants that upon termination of the lease, the Condominium unit that he/she has rented, as stated herein shall be returned to the Landlord in the same professionally cleaned condition upon which he received the condominium unit, normal wear and tear accepted, otherwise cleaning fee will be tenants sole responsibility.
3. Tenant warrants obtaining Landlord's written consent to any physical changes with respect to painting, wallpaper and broadloom, etc.
4. The Condominium Unit is equipped with a **gas furnace/electric air conditioning system** for heating/cooling. Under no circumstances may it be tampered with or modified in any manner.
5. Tenant will be responsible for the first \$75.00 of any repair required unless such repair is caused due to the tenant's negligence or that of their guests or direct act, in this case the tenant will be responsible for the full cost.
6. The Tenant acknowledges that as of the Commencement Date, the Premise is equipped with **Six (6)** appliances if applicable: (Refrigerator, Microwave, Front Loading Clothes washer and Clothes dryer, Stove, Built-in dishwasher, All Existing Electric Light Fixtures and Window Coverings as seen in the unit during viewing; which will remain on the property of the Landlord. Tenant agrees to keep the aforementioned in good repair and condition during the Term and the Tenant shall be liable for any damages caused to the appliances and/or blinds arising from acts, omission or negligence of the Tenant or those for whom the Tenant is responsible.
7. Tenant agrees to keep the premises clean and in sanitary condition. The tenant agrees not to permit any deterioration, beyond normal wear and tear, or destruction to occur while they are occupying the property.
8. Tenant agrees not to put or pour any debris, grease, paper towel, Q-Tips, tampons, newspaper, food or any other matter in the sink drain or toilets. Tenant agrees to pay the **entire amount** of bills for all sewer cleaning services resulting from clogged pipes/sewer back up.
9. The Tenants shall be diligent in the care of the premises. The tenant is encouraged to treat this as their home, in that all minor repairs are expected to be performed by or at the direction of the tenant, at the sole responsibility of the tenant. Any and all repairs made at the direction of the tenant shall be done by a competent professional or by the tenant, providing that the tenant is capable and qualified to make said repairs. All repairs should be done in compliance with all applicable codes and regulations. Any repair that is estimated to cost more than seventy five dollars (\$75.00) must receive permission of the landlord prior to being made. Under no circumstance will landlord be responsible for any improvements or repairs costing more than seventy five dollars (\$75.00) unless the tenant is given written authorization to make the repairs or improvements in advance. The tenant acknowledges responsibility for any damages caused by their negligence and that of their guests or invitees.
10. The Tenant agrees to give the Landlord prompt immediate written notice in the event of any accident and/or other defect in the water pipes, gas pipes, heat/air unit or electrical system serving the premises.
11. The Tenant should be completely familiar with the proper and safe operation of all of the appliances in the unit, including the stove, dishwasher, refrigerator, washer, and dryer (including the proper cleaning of the both of the lint trap in the dryer and the ceiling-mounted lint traps), before attempting to use any of the appliances. The Tenant is responsible for cleaning and maintaining these appliance systems. If an unsafe condition arises, the Landlord is to be contacted IMMEDIATELY. Under no circumstances should an unsafe appliance be operated, even if not using the appliance may cause inconvenience to the Tenant.
12. Rental payments are to be made on the 1<sup>st</sup> of the Month by Post-Dated Cheques Provided to the Landlord Prior to Occupancy or by electronic payment/e-transfer or pre-authorized debt form as agreed upon.

Tenant's Initials \_\_\_\_\_

Landlord's Initials \_\_\_\_\_

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13. A service charge of \$45.00 shall be levied on payments that are not honored by the Tenant's bank for whatever reason and are returned to Landlord and interest of 5% monthly will be applied towards any outstanding amount starting from the following day the rent is due.
14. The Tenant shall, at their own expense, obtain and maintain "all risk" property insurance in respect of the Tenant's contents and personal effects in the Premises as well as comprehensive liability insurance in an amount not less than two million dollars and any other insurance coverage for the Premises. A proof of valid Insurance must be presented to Landlord prior to receiving the keys. Any amendment or cancellation of the policy must be communicated in writing to the landlord. In the event the Tenant renews and extend the original term of the lease the insurance policy should be extended as well and proof is to be provided to landlord as well. Tenant acknowledges that the landlord insurance provides no coverage to the tenant and/or the tenants' personal property or their actions, whether accidental or intentional, and the landlord will not be responsible to cover or compensate the tenant in the event of flood, fire, theft or Acts of God.
15. The Tenant hereby further agrees to give the Landlord or his agent written notice of termination 60 days prior to termination and allows inspecting the premises during the 60-day period prior to the termination of said offer to lease. The Tenant hereby agrees to vacate the premises at the termination of said offer to lease.
16. Landlord may enter the rental unit to show the unit to prospective tenants once the landlord and tenant have agreed that the tenancy will be terminated (or one of them has given notice of termination to the other). Showings will take place between the hours of 8 a.m. and 8 p.m.; and before entering, the landlord will inform or make a reasonable effort to inform the tenant with viewings by email or phone.
17. Tenant agrees that the acceptable and preferred method of communication is email notification and messages. Tenant agrees, written notice and paper notification to the unit is not required. Furthermore, the tenant hereby authorize the landlords and their agent to distribute information and documents to the Tenant in electronic format and will not hold them or its agent liable for any data, non-delivery, corruption, viruses, system failures or events beyond reasonable control. Additional that it is the Tenants responsibility to add the landlords and their agent to their safe senders list.
18. Tenant agrees to cooperate and not prevent landlord or his representatives to enter the property. Tenant agrees to keep the property in good, tidy condition, and clean during showing times.
19. The Tenant agrees not to assign or sublet any part of the premises without prior written consent from the Landlord. To agree to a sublet or assignment of the lease, tenant agrees to pay the Landlord a fee of \$400 as administration fee for reviewing the application. Such consent will not be unreasonably withheld.
20. Tenant acknowledges that each condominium unit was designed and intended for long term residential occupancy by owners and/or their tenants, and was not intended to be used for the purposes of a hotel, suite hotel, boarding or lodging house, or for other short term transient or commercial purposes. The tenant acknowledges and agrees that no subletting or short term rentals are permitted under any circumstances this includes but is not limited to Air B&B, VRBO vacation rentals by Owners, Kijiji rental, renting to friends and family while you are away and B&B. The tenant listed in this lease agrees and acknowledges that they will not advertise now allow and occupancy in the suite without the Landlords expressed written consent. Violation of this will be forwarded to the condominium solicitor without further notice and Tenant will incur all legal fees.
21. Tenant shall, at its own expense, furnish and replace all light bulbs, fuses, filters and hardware washers as required.
22. **TENANT AGREES THAT ABSOLUTELY NO DOMESTIC PET(S) IS (ARE) TO BE KEPT ON THE PREMISES, AT ANY TIME (Even Temporarily).** If a pet has been on the premises at any time during the tenants occupancy (with or without the landlords consent), a charge may be made for De-fleaing, deodorizing and/or shampooing, and/or damages occasioned by the pet.
23. Tenant agrees that smoking of tobacco and or cannabis **IS NOT** allowed on the Premises.
24. Tenant agrees to have no more than Three (3) occupants Living in the unit at any one time, to a maximum of two adults per bedroom.
25. The tenant acknowledges and agrees that the premises will not be used as a grow op or for any criminal activities. if the tenant uses the property as a grow op or for any criminal activities it will result in an immediate suspension of the lease and all monies paid hereunder shall be forfeited to the landlord without prejudice to the landlord's right to seek compensation for additional damages.

Tenant's Initials \_\_\_\_\_

Landlord's Initials \_\_\_\_\_

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- 26. Tenant agrees to pay \$300 deposit before receiving the keys. One set of keys will be issued to each resident, named on this lease. Once the items are returned to the owner in the condition in which it was given, the deposit will be returned to the tenant in the form of a cheque within 2 weeks of their departure inspection.
- 27. Tenant agrees to accept the premises in an "as is" condition and without any requirements of additional work to the premises, including but not limited to walls and flooring, unless otherwise specified in this agreement to Lease. Tenant acknowledges and accepts existing stain marks, if any, found on carpets and/or walls of the premises upon the commencement of the term of the lease, and landlord will note as existing wear and tear.
- 28. It is agreed and understood that this offer, any counter offer, notice of acceptance, to lease may be transmitted by facsimile machine or electronically and will be deemed firm and binding by both parties to this transaction.
- 29. Tenant agrees to allow the Landlord's trade's people access to the unit during normal business hours to do repair and touch up work to the unit, as required.
- 30. The Tenant is responsible for the maintenance and testing of the smoke detector. Under no circumstances may this unit be disabled or modified in any manner. Tenant is responsible for the replacement costs of detectors if required for misuse.
- 31. The Tenant acknowledges the Landlord Andrew Angelo Muraco's Contact information for the purposes of communication, Emergency, Notices for termination or communication as per the Landlord Tenancy Act is:  
\_\_\_\_\_ Tel: \_\_\_\_\_ email: \_\_\_\_\_. Additionally, the Tenant is responsible to forward any mail for the owner in a timely manner.
- 32. This offer to lease is conditional upon the Landlord approval of Tenant's credit worthiness and references for 2 banking days from the acceptance of this offer. If no notice in writing is received within the given time limit, then this condition is deemed to be waived, and this agreement shall remain valid and binding, failing which this Agreement shall be null and void and the deposit shall be returned to the Tenant in full without deduction.
- 33. The Tenant Acknowledges that noise complaints regarding their unit and occupants will be taken seriously. Violation of acceptable building noise levels will be forwarded to the condominium solicitor without further notice and Tenant will incur all legal fees.
- 34. The Tenant agrees to provide copies of Driver's licenses and/or copies of Passports of all occupants of the premises before receiving keys.
- 35. Tenant is responsible to pay for their usage for all utilities not included in the monthly Condo Element Fees (CEF). This may or may not include, Heat, Electricity, thermal, water, heat pump, water tank, telephone, cable, internet etc. In the event of a change by the condo corporation, the Landlord will notify the tenant with at least 30 days' notice at which time the tenant undertakes to set up their own account.
- 36. The Tenant understands that the landlord will maintain a key to the premises during the term of the lease or any extension thereof and if the locks are changed at any time the landlord will be notified and an additional key will be provided to the landlord.
- 37. The Tenant acknowledges that the landlord will make periodic inspections of the premises, with notice given in accordance with the Residential Tenancy Act, and the Tenant agrees to not hamper the access.
- 38. Tenant agrees to pay any and all legal costs including other costs (i.e. court filing costs, administration costs etc.) which the landlord will incur should the tenant default on his lease terms.
- 39. Tenant agrees to conduct a move out inspection together with the landlord representative on or before the 5:00pm last day of tenancy.
- 40. Tenant agrees that when vacating, the premises will be left in clean condition and all appliances will be cleaned which includes light fixtures, stoves, refrigerator, dishwasher, oven, washer and dryer, microwave, all window coverings and all other permanent fixtures attached to the property and belonging to the landlord.
- 41. Tenant agrees to not leave any of his belongings, personal property, garbage, furniture and/or debris in the suite after the termination date of the lease. Tenant gives consent to the landlord to remove or dispose any personal property left in the suite after the termination of the lease at the tenant's expense.

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Landlord's Initials \_\_\_\_\_

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- 42. Tenant is solely responsible for coordinating with the building for their move in and out, which may include fees and/or elevator bookings. This may require a deposit or costs that the landlord is not responsible to provide or organize. Any and all damages caused to the elevator or building will be at the expense of the tenant. The landlord has no responsibility regarding to the availability of neither the elevator nor the buildings policies for moving in or out. Tenant acknowledges that rules and regulations of the condominium corporation may forbid moving in or out of the buildings on Sundays and/or statutory Holidays.
- 43. Tenant and Landlord agree that an accepted Agreement to Lease and Ontario Standardized Lease shall form a completed Lease and no other Lease will be signed between the Parties.
- 44. The tenant signing this Agreement to Lease hereby states that all questions about this Agreement to Lease and the rental unit has been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligation in every respect or undergo the full legal and financial consequences of their actions or lack of action in violation of this agreement.
- 45. RE/MAX Condos Plus Corp. (the Deposit Holder) advises that the funds will be deposited into its Real Estate Trust Account. This Trust Account pays interest at a variable rate calculated using the Bank of Nova Scotia bank prime minus 2.25%. The Deposit Holder retains all interest earned on this account. If the Parties to this Agreement include a provision that interest must be paid to one of the Parties, the Deposit Holder will remove the Deposit and will purchase a variable term GIC, at a rate as specified by the Bank of Nova Scotia at the time of purchase. The cost to arrange and redeem this GIC together with payment of funds and the possible issuance of a T-5 for tax purposes is \$50. This amount will be deducted from any interest earned before payment to the Beneficial Owner of the trust money. In addition, the Beneficial Owner agrees to provide a S.I.N. number for tax purposes to the Deposit Holder within 24 hours of Confirmation of this Agreement in order to purchase the GIC.  
 This Schedule is required by RECO for all transactions, including sales, leases, and assignments. Where ever reference is made in this Schedule to Seller and Buyer, it shall be read and apply to Landlord/Lessor and Tenant/Lessee  
 The Buyer and Seller consent to the disclosure, publication, and distribution of the property description, address, sale price and the involvement of RE/MAX Condos Plus Corp. and the Co-operating Broker in the sale of this property. The purpose of the information is to promote the services provided by these brokerages. The names of the Buyer and Seller will not be disclosed.  
 \*Notwithstanding the terms of the Deposit payment outlined on page one of this Agreement; in the event that the Buyer/Lessee does not deliver the Deposit stated in page one of this Agreement to the offices of RE/MAX Condos Plus Corp. within two business days from the date and time of Acceptance; then at the Seller/Landlord's sole option they may deem this Agreement to be null and void. The Buyer/Lessee further agrees to sign a Mutual Release at the Seller/Landlord's request.  
 \*The Parties acknowledge that the information provided by RE/MAX Condos Plus Corp. is NOT to be construed as expert legal, tax, or environmental advice. Further the Seller and RE/MAX Condos Plus Corp. make no representation with regard to zoning and by-laws (other than stated in this Agreement), fire code, and electrical retrofit requirements of the property's current permitted legal use, as well as any proposed or future use by the Buyer. The Buyer agrees to perform his own investigation on the above matters and to satisfy himself.

Tenant must provide the following prior to key exchange date:

- 1) Utilities Account Set-Up & Building Registration
- 2) Insurance Confirmation
- 3) Completed Pre-Authorized Rent Debit (PAD) Form or 10 Post Dated Cheques
- 4) Key Deposit Cheque \$300.00
- 5) Photo ID/SIN

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Tenant

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Tenant

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

Tenant's Initials \_\_\_\_\_

Landlord's Initials \_\_\_\_\_