

Agreement to Lease Residential

This Agreement to Lease dated this..... day of..... 20.....

TENANT (Lessee),.....
(Full legal names of all Tenants)

LANDLORD (Lessor),.....
(Full legal name of Landlord)

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement.

1. **PREMISES:** Having inspected the premises and provided the present tenant vacates, I/we, the Tenant hereby offer to lease, premises known as:
.....

2. **TERM OF LEASE:** The lease shall be for a term ofcommencing.....

3. **RENT:** The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum ofCanadian Dollars(CDN\$.....), payable in advance on the first day of each and every month during the currency of the said term. First and last months' rent to be paid in advance upon completion or date of occupancy, whichever comes first.

4. **DEPOSIT AND PREPAID RENT:** The Tenant delivers.....
(Herewith/Upon acceptance/as otherwise described in this Agreement)
by negotiable cheque payable to..... "Deposit Holder"
in the amount of.....

Canadian Dollars (CDN\$.....) as a deposit to be held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and to be applied by the Landlord against the..... and.....month's rent. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction.

For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

5. **USE:** The Tenant and Landlord agree that unless otherwise agreed to herein, only the Tenant named above and any person named in a Rental Application completed prior to this Agreement will occupy the premises.

Premises to be used only for:

Tenant agrees that the subject property shall not be used for any kind of illegal activity, loud parties, any business or disturbance of the peace within the residential neighborhood, otherwise this constitute Termination of the Lease and Immediate Eviction.

6. **SERVICES AND COSTS:** The cost of the following services applicable to the premises shall be paid as follows:

	LANDLORD	TENANT		LANDLORD	TENANT
Gas	<input type="checkbox"/>	<input type="checkbox"/>	Cable TV	<input type="checkbox"/>	<input type="checkbox"/>
Oil	<input type="checkbox"/>	<input type="checkbox"/>	Condominium/Cooperative fees	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	Garbage Removal	<input type="checkbox"/>	<input type="checkbox"/>
Hot water heater rental	<input type="checkbox"/>	<input type="checkbox"/>	Other: Internet	<input type="checkbox"/>	<input type="checkbox"/>
Water and Sewerage Charges	<input type="checkbox"/>	<input type="checkbox"/>	Other: Phone	<input type="checkbox"/>	<input type="checkbox"/>

The Landlord will pay the property taxes, but if the Tenant is assessed as a Separate School Supporter, Tenant will pay to the Landlord a sum sufficient to cover the excess of the Separate School Tax over the Public School Tax, if any, for a full calendar year, said sum to be estimated on the tax rate for the current year, and to be payable in equal monthly installments in addition to the above mentioned rental, provided however, that the full amount shall become due and be payable on demand on the Tenant.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):

7. **PARKING:**

8. **ADDITIONAL TERMS:**

Tenant(s) agree to pay the cost of all utilities required on the premises during the term of the lease and any extension thereof, including but not limited to electricity, water, sewer and gas or other fuel. Tenant(s) further agree to provide proof to the Landlord on or before the date of possession that the services have been transferred to the Tenant's name.

Tenant(s) and Landlord agree that an accepted Agreement to Lease shall form a completed lease and no other lease will be signed between the Parties. Tenant will be responsible to install, change batteries on time and maintain Smoke detector and Carbon monoxide detectors in working condition.

Tenant will be responsible to change Furnace/A.C. Air Filters every 3 months and keep log to show Landlord.

9. **SCHEDULES:** The schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: **Schedule(s) A**

10. **IRREVOCABILITY:** This offer shall be irrevocable by..... (Landlord/Tenant) until..... p.m. on the..... day of.....,20.....after which time if not accepted, this Agreement shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.

11. **NOTICES:** The Landlord hereby appoints the Listing Brokerage as agent for the Landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Landlord and the Tenant (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Tenant or the Landlord for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Landlord) FAX No.: (For delivery of Documents to Tenant)

Email Address: (For delivery of Documents to Landlord) Email Address: (For delivery of Documents to Tenant)

12. **EXECUTION OF LEASE:** Lease shall be drawn by the Landlord on the Landlord's standard form of lease, and shall include the provisions as contained herein and in any attached schedule, and shall be executed by both parties before possession of the premises is given. The Landlord shall provide the tenant with information relating to the rights and responsibilities of the Tenant and information on the role of the Landlord and Tenant Board and how to contact the Board. (Information For New Tenants as made available by the Landlord and Tenant Board and available at www.ltb.gov.on.ca)

13. **ACCESS:** The Landlord shall have the right, at reasonable times to enter and show the demised premises to prospective tenants, purchasers or others. The Landlord or anyone on the Landlord's behalf shall also have the right, at reasonable times, to enter and inspect the demised premises.

14. **USE AND DISTRIBUTION OF PERSONAL INFORMATION:** The Tenant consents to the collection, use and disclosure of the Tenant's personal information by the Landlord and/or agent of the Landlord, from time to time, for the purpose of determining the creditworthiness of the Tenant for the leasing, selling or financing of the premises or the real property, or making such other use of the personal information as the Landlord and/or agent of the Landlord deems appropriate.

15. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

16. **CONSUMER REPORTS:** The Tenant is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):

17. **BINDING AGREEMENT:** This Agreement and acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Tenant or Authorized Representative) (Seal) DATE.....

(Witness) (Tenant or Authorized Representative) (Seal) DATE.....

(Witness) (Guarantor) (Seal) DATE.....

We/I the Landlord hereby accept the above offer, and agree that the commission together with applicable HST (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Landlord or Authorized Representative) (Seal) DATE.....

(Witness) (Landlord or Authorized Representative) (Seal) DATE.....

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally acceptance by all parties at..... p.m. this.....day of....., 20..... (Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)

Listing Brokerage.....	Tel.No.
Co-op/Buyer Brokerage.....	Tel.No.

ACKNOWLEDGEMENT

<p>I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer.</p> <p>..... DATE..... (Landlord)</p> <p>..... DATE..... (Landlord)</p> <p>Address for Service..... Tel.No.</p> <p>Landlord's Lawyer..... Address..... Tel.No. FAX No.</p>	<p>I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer.</p> <p>..... DATE..... (Tenant)</p> <p>..... DATE..... (Tenant)</p> <p>Address for Service..... Tel.No.</p> <p>Tenant's Lawyer..... Address..... Tel.No. FAX No.</p>
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FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement to Lease:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement to Lease, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS Rules and shall be subject to and governed by the MLS Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement to Lease. Acknowledged by:

.....
(Authorized to bind the Listing Brokerage)

.....
(Authorized to bind the Co-operating Brokerage)

Schedule A

Agreement to Lease - Residential

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

TENANT (Lessee),....., and

LANDLORD (Lessor),.....

for the lease of.....

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

The Tenant(s) agree to voluntarily provide (10) Ten post dated cheques for the remaining term at the time of the commencement of this agreement. In case of an NSF there will be an additional cost of \$100 to be paid immediately along with the rent.

The Tenant(s) acknowledge that they are responsible for obtaining and maintaining tenant's insurance including any coverage for contents and the Landlord will not be responsible for any losses or damages from the failure of the tenants to obtain and maintain sufficient insurance coverage for same. The Landlord shall not in any event whatsoever be liable for any injury or death that may be suffered or sustained by the Tenant or any member of the Tenant's family, his guests, or any other person who may be upon the rented premises, or any loss or damage or injury to any property including cars and contents thereof belonging to the Tenant or to any member of the Tenant's family, his guests, or to any other person while such property is on the rented premises.

Tenant(s) voluntarily agree that there will be no pets on the premises and no smoking in side the leased property. If any pet or smoking in side the house is found during the Leased period then Landlord has the right to give Immediate Notice of Termination of Lease and Immediate Eviction of the Tenant stated herein.

Tenant also agrees to provide one Government approved Photo Identification on request of Landlord and provide copy for records. Tenant acknowledges and agrees that personal information in the rental application form, credit check report and employment will be disclosed to the Landlord, Landlord's agent for transaction.

Landlord agrees to have the premises professionally cleaned prior to the commencement of the lease at the Landlord's cost, and Tenant shall have the carpets professionally cleaned at end of lease term at Tenant's cost. Tenant agrees to pay for the repairs of any damage to premises caused by Tenant(s) during the lease term. Landlord has the right to get it repaired by Professional Contractor and invoice to Tenant for payment without any prejudice.

The Existing appliances (Stove, Refrigerator, Dish Washer, Washing Machine, and Dryer, Light Fixture, Central Air-conditioner) belong to the Landlord are to remain on the premises for the Tenant's use. Tenant agrees to maintain said appliances in a state of ordinary cleanliness at the Tenant's cost and make sure the catch basin is not blocked by debris. Tenant also agrees to replace the Filters of the Furnace/AC on Quarterly basis at Tenant's cost.

Tenant(s) agree that any chattels left on the rented premises, and not specifically mentioned herein, may remain and be stored on the premises at no cost to, and shall remain at the risk of, the Landlord.

Tenant(s) agree not to make any decorating changes to the premises without the express written consent of the Landlord or his authorized agent else Tenant is liable to pay cost of bringing it back in original condition.

This form must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):

Schedule A
Agreement to Lease - Residential

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

TENANT (Lessee),....., and

LANDLORD (Lessor),.....

for the lease of.....

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

Tenant(s) agree that an increase of Rent will be in effect on the second year of this lease, in accordance with the guidelines established under the applicable rent review legislation.

Tenant agrees to allow Landlord to inspect house quarterly with 24hrs notice to the Tenant. In case of emergency and in doubt of any illegal use, the Landlord has the right to enter in the premises without any notice to the Tenant.

The Tenant(s) shall keep the front and backyard lawns in good condition and shall not injure or remove the shade trees, shrubbery, hedges or any other tree or plant which may be in, upon or about the premises, and shall keep the sidewalks in front and at the sides of the premises free of snow and ice. The Tenant agrees to pay the cost of Landscaping or damage repairs of grass if it gets dry and lawn not maintained with proper care by Tenant. In such case, the Landlord has the right to get it repaired by Professional Landscaping Company and Invoice to Tenant for immediate Payment.

The Tenant (s) agree to allow the Landlord or his agent to show the property at reasonable hours (6pm -9pm during weekdays and 10am - 6pm at weekends) to prospective Buyers or Tenants, after giving the Tenant at least twenty four (24) hours written notice of such showing, and to allow the Landlord to affix a For Sale or For Rent sign on the property before 60 days of expiry of Lease. If Tenant refuses to allow Landlord to show it to potential clients during above mentioned hours then Landlord has the right to claim lost rent for vacant period after expiry of lease term and all other financial losses/damages incurred due to this non-cooperative attitude of Tenant.

Tenant(s) shall comply with all the Bylaws of the City. Tenant covenants that premises will be occupied by those listed on rental application only. Tenant also agrees that Rental application is part of the Agreement of Lease. Tenant will not sublease/sublet the Property. If any other person or couple who is not on Lease agreement/Rental application found residing on Premises more than seven (7) days without Landlord's permission then it will constitute Termination of the Lease and Immediate Eviction.

Tenant(s), if not in default hereunder, shall have the option, by written notice, given to the Landlord at least (60) sixty days before the end of the lease term, to renew the lease for a further year term on the following terms and conditions: (Itemize tenancy particulars as agreed by the Parties.).

In addition to the provisions of the Residential Tenancies Act, in the event the Tenant fails to take possession of the Leased Premises or Vacate or abandons the Lease premises or do not reply back to the Landlord, for more than seven (7) days, without giving proper notice to the Landlord, the Landlord may, without notice, re-enter and re-let Leased Premises, without prejudice to its right to claim damages against the Tenant for unpaid rent or other losses or damages suffered by the Landlord.

This form must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):