

Agreement to Lease Residential

Form 400

for use in the Province of Ontario

This Agreement to Lease (Agreement) dated this day of....., 20.....

TENANT:
(Full legal names of all Tenants)

LANDLORD:
(Full legal name of Landlord)

ADDRESS OF LANDLORD:
(Legal address for the purpose of receiving notices)

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. For the purposes of this Agreement "Tenant" includes lessee and "Landlord" includes lessor.

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 of commencing

3. RENT: The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of Dollars (CDN\$)....., payable in advance on the 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..... 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:
.....
.....
.....

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: | <input type="checkbox"/> | <input type="checkbox"/> |
| Water and Sewerage Charges | <input type="checkbox"/> | <input type="checkbox"/> | Other: | <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:

.....
.....

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 until on the
(Landlord/Tenant) (a.m./p.m.)

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

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

12. EXECUTION OF LEASE: The Lease shall be drawn by the Landlord on the standard form of lease as prescribed by the *Residential Tenancies Act, 2006*, as amended from time to time, 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.ltbb.gov.on.ca)

13. LANDLORD AND TENANT ACKNOWLEDGMENT: The Landlord and Tenant acknowledge and agree that a standard form of lease as prescribed by the *Residential Tenancies Act, 2006*, as amended from time to time is required.

14. 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.

15. INSURANCE: The Tenant agrees to obtain and keep in full force and effect during the entire period of the tenancy and any renewal thereof, at the Tenant’s sole cost and expense, fire and property damage and public liability insurance in an amount equal to that which a reasonably prudent Tenant would consider adequate. The Tenant agrees to provide the Landlord, upon demand at any time, proof that said insurance is in full force and effect and to notify the Landlord in writing in the event that such insurance is cancelled or otherwise terminated.

16. RESIDENCY: The Landlord shall forthwith notify the Tenant in writing in the event the Landlord is, at the time of entering into this Agreement, or, becomes during the term of the tenancy, a non-resident of Canada as defined under the Income Tax Act, RSC 1985, c.1 (ITA) as amended from time to time, and in such event the Landlord and Tenant agree to comply with the tax withholding provisions of the ITA.

17. 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.

18. 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.

19. FAMILY LAW ACT: Landlord warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Landlord has executed the consent hereinafter provided.

20. 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): 

21. 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) |

SPOUSAL CONSENT: The undersigned spouse of the Landlord hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

| | | |
|--------------------|-------------------|------------------------|
| (Witness) | (Spouse) | (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 this day of....., 20.....
(a.m./p.m.)

.....
(Signature of Landlord or Tenant)

| INFORMATION ON BROKERAGE(S) | |
|---|--------------------|
| Listing Brokerage | (Tel.No.) |
| (Salesperson/Broker/Broker of Record Name) | |
| Co-op/Tenant Brokerage | (Tel.No.) |
| (Salesperson/Broker/Broker of Record Name) | |

ACKNOWLEDGEMENT

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.

| | |
|---------------------------|---------------------|
| (Landlord) | (Date) |
| (Landlord) | (Date) |
| Address for Service ..... | ..... |
| (Tel. No.) | ..... |
| Landlord's Lawyer ..... | ..... |
| Address ..... | ..... |
| Email ..... | ..... |
| (Tel. No.) | (Fax. No.) |

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.

| | |
|---------------------------|---------------------|
| (Tenant) | (Date) |
| (Tenant) | (Date) |
| Address for Service ..... | ..... |
| (Tel. No.) | ..... |
| Tenant's Lawyer ..... | ..... |
| Address ..... | ..... |
| Email ..... | ..... |
| (Tel. No.) | (Fax. No.) |

| 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) |

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Schedule A

Agreement to Lease - Residential

Form 400

for use in the Province of Ontario

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

TENANT:, and

LANDLORD:

for the lease of

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

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

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):