



Form 400

for use in the Province of Ontario

Agreement to Lease Residential

This Agreement to Lease (Agreement) dated this 30 day of December, 2019

TENANT: Swarnil Sudhir Garge & Mukta Swarnil Garge (Guarantor: Ankita Verma)

LANDLORD: Mihaiela XXXXX Mustatea (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, the Tenant hereby offer to lease, premises known as:
591 SHEPPARD AVE E 501 Toronto M2K0G2

2. TERM OF LEASE: The lease shall be for a term of one year & 17 Days commencing 1/15/2020

3. RENT: The Tenant will pay to the said Landlord monthly and every month during the said term of the lease the sum of _____
One Thousand Nine Hundred Dollars (CDN\$) 1,900.00, 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 upon acceptance (Herewith/Upon acceptance/as otherwise described in this Agreement)

by negotiable cheque payable to ROYAL LEPAGE SIGNATURE REALTY, BROKERAGE "Deposit Holder"

in the amount of Ten Thousand Five Hundred Forty One 93/100 Dollars (CDN\$) XXXX 10,541.93

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 First 17 Days and XXXX Last Four 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Cable TV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Condominium/Cooperative fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Garbage Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot water heater rental	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: <u>Water</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water and Sewerage Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: <u>Wifi</u>	<input type="checkbox"/>	<input checked="" 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): SSG MSG

INITIALS OF LANDLORD(S): MM

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7. PARKING:
No Parking for the unit

8. ADDITIONAL TERMS:

The tenants hereby willingly offer 4 months worth of additional funds to be applied as "pre-paid" rent by the landlord towards the months of February 2020, December 2020, November 2020, October 2020.

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

10. IRREVOCABILITY: This offer shall be irrevocable by XXXX Landlord until 11:59 on the 1
(Landlord/Tenant) (a.m./p.m.)
day of January, 2020 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.: 416-443-8619 FAX No.:
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)
Email Address: ivoa@royalpage.ca 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.ltb.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):

SSG
MSG

INITIALS OF LANDLORD(S):

MM

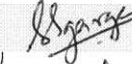

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21. BINDING AGREEMENT: This Agreement and acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

SIGNED, SEALED AND DELIVERED in the presence of:


IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness)	Swapnil Sudhir Garge (Tenant or Authorized Representative)		● Dec 30, 2019 (Seal) (Date)
..... (Witness)	Mukta Swapnil Garge (Tenant or Authorized Representative)		● Dec 30, 2019 (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)	Mihaiela Mustatea (Landlord or Authorized Representative)		● 01/01/2020 (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)
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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.....
(Signature of Landlord or Tenant)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	ROYAL LEPAGE SIGNATURE REALTY (416) 443-0300 (Tel.No.)
IVO DANCHEV ARSOV (Salesperson/Broker/Broker of Record Name)	
Co-op/Tenant Brokerage	FOREST HILL REAL ESTATE INC. (416) 488-2875 (Tel.No.)
NASIM MASERRAT (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.

Mihaiela Mustatea (Landlord)	01/01/2020 (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.

Mukta Swapnil Garge (Tenant)	Dec 30, 2019 (Date)
Swapnil Sudhir Garge (Tenant)	Dec 30, 2019 (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: Nasim Maserrat (Authorized to bind the Listing Brokerage)	Acknowledged by: N.M. (Authorized to bind the Co-operating Brokerage)



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: Swapnil Sudhir Garge Mukta Swapnil Garge (Guarantor: Ankita Verma)

LANDLORD: Mihaiela XXXXX Mustatea

for the lease of 591 SHEPPARD AVE E 501 Toronto

ON M2K0G2 dated the 30 day of December, 2019

1- The Tenant and Landlord agree that this accepted Agreement to Lease, in addition to the Standard Lease, shall form the complete lease and that no other lease will be signed between the Parties.

2. The Tenant(s) covenant(s) and agree(s) that only the persons named on the Lease shall personally occupy the premises during the Lease and will not assign this agreement or sublet the property without the express written approval of the Landlord.

3. The Tenant acknowledges and agrees that any breach of this agreement will result in the forfeiture of the deposit paid hereunder. The term Breach of this Agreement shall include but is not limited to any failure to comply with the terms and conditions of this Agreement. In the event that the Tenant wishes to terminate the lease before the end of the said lease term, it shall be the Tenant's sole responsibility to find a replacement tenant. The Tenant shall also be responsible for rent and agent costs until a replacement tenant is found, and furthermore, the replacement tenant must be approved in writing by the Landlord, such approval is to be at the Landlord's sole, absolute and unfettered discretion.

4. The Tenant shall not give less than sixty [60] days written notice to the Landlord of his intention to terminate or extend the lease.

5. Tenant Agrees that should the lease not be renewed or extended, then the Landlord and/or Landlord's Agent shall be allowed access to show the premise to prospective tenants and/or Purchasers during the last sixty [60] days of this lease term, upon 24 hours advanced notice.

6. The Tenant covenants and agrees to abide by the provisions of the Declaration, By-laws and Rules and Regulations of the condominium (the Condominium Documents). The Tenant acknowledges that the number of residents occupying the premises is governed by the Rules of the Condominium Corporation. In the event that the Tenant is in violation of any of the Condominium Documents, the Landlord shall have the right to evict the Tenant upon thirty [30] days' written notice.

7. The Tenant warrants and represents that the Tenant will not smoke in that suite and will ensure that all guests will not be allowed to smoke in the suite, hallways and other common areas pursuant to the provisions of the Condominium Documents.

8. Tenant agrees to pay the cost of utility bills under the Tenant's account, including any and all setup charges/deposits. The tenant acknowledges that utilities are not limited to hydro, but may also include water, heating, etc. The Tenant further agrees to provide confirmation from the utility company to the Landlord on or before the date of possession that the services have been transferred to the Tenant.

9. The Tenant(s) shall, at his/her own expense, obtain and maintain as would a prudent tenant an "all-risk" property insurance for all names occupants of the lease in respect of the Tenants' contents and personal effects in the Premises as well as comprehensive general liability insurance in an amount not less than One [1] Million Dollars. Tenant agrees to provide a copy of the insurance certificate, which names all Tenants on the lease, to the Landlord before commencement of the Lease. KEYS WILL NOT BE RELEASED WITHOUT A COPY OF THE TENANT'S INSURANCE POLICY AND PROOF OF HYDRO ACCOUNT.

10. The following fixtures and appliances belong to the Landlord are to remain on the premises for the Tenant's use: all existing light fixtures and the following appliances: Fridge, Stove, Washer, Dryer, Dishwasher. Landlord represents and warrants that the appliances as listed in this Agreement will be in working order at the commencement of the lease term. Tenant agrees to maintain said appliances in a state of ordinary cleanliness at the Tenant's cost.

11. The Tenant shall not make any structural changes or improvements to the premises. Tenant agrees not to redecorate, renovate, apply any wall coverings, or alter the colour of the walls without written consent of the Landlord. Tenant also agrees not to change or add any lock on the premises without the express written consent of the Landlord.

12. Both parties agree that, other than in cases of emergency, in the event that any repairs are required during the term of the Lease, the Tenant shall obtain the Landlord's written consent prior to ordering or conducting any repair.

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

INITIALS OF TENANT(S):

SSG
MSG

INITIALS OF LANDLORD(S):

MM



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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: Swapnil Sudhir Garge Mukta Swapnil Garge (Guarantor: Ankita Verma)

LANDLORD: Mihaiela XXXXX Mustatea

for the lease of 591 SHEPPARD AVE E 501 Toronto

ON M2K0G2 dated the 30 day of December, 20 19

13. Any and all repairs required as a result of damages, caused either deliberately or as a result of negligence by the Tenant or his/her guest(s) are the sole responsibility of the Tenant and must be repaired within thirty (30) days of the Landlord's request, and is not limited to just the unit, but also the common element areas of the condominium.

14. The Tenant agrees to maintain the unit in a proper state of repair and cleanliness and shall return to the Landlord in the same condition as received, save and except normal wear and tear. The Tenant shall have the unit professionally cleaned at the end of the lease, and the Landlord and/or property management will inspect the unit with the Tenant. In the event that the unit returned is not in the same state as it was given to the Tenant, the Tenant will be responsible for paying the Landlord to have it professionally cleaned.

Seven (7)

15. For convenience, the Tenant agrees to provide the Landlord with ~~XXXX~~ post-dated cheques in advance for the balance of the rent payable hereunder with the acceptance of this Agreement. In the event that any of the Tenant's post-dated cheques are not honored when presented for payment to the bank or trust company which they are draw, the Tenant shall pay the Landlord for each returned cheque a sum of \$25+HST as liquidated damages to cover the Landlord's administration cost and not as a penalty or fine.

16. The Landlord agrees to provide, at his expense All Key Items as noted on the Key Receipt o the Tenant on the date of occupancy. Tenant agrees to provide to the Landlord a \$200 Dollar key deposit. The key deposit will be refunded to the Tenant at the end of the lease provided that all keys are returned to the Landlord and are in working order.

17. The Tenant agrees that he/she is responsible, at his/her own expense, for booking the elevator for the purpose of moving in/out and registering with the condominium, providing a copy of the lease to the condominium management office.

18. The Tenant(s) acknowledge(s) that the premises may be in a new condominium, and as such, are in compliance with the necessary repairs and acknowledges there is no guarantee of time in which certain repairs are to be completed, or the completion of the amenities of the building. The Tenant(s) also acknowledge(s) that access to the unit may be required by the builder's trades, contractors, and property appraisers, for the purposes of repairs and or appraisals without a full 24 hours advanced notice. The Tenant(s) agree(s) to accommodate(s) such appointments to the best of their ability at all reasonable times as required.

19. If there are no window coverings, they will be installed by the Landlord within 3 weeks upon the acceptance of this offer.

20. The Tenant acknowledges and agrees that pets are not allowed within the premises during the term of this Agreement to Lease.

21. The tenant shall, at his/her own expense, furnish and replace all light bulbs, fuses, filters and hardware washers as required.

22. The Tenant(s) hereby agree(s) that on the last day of the Lease, all required keys are to be returned to the Landlord's agent by no later than 8:00 p.m. of the same day. The Tenant(s) also hereby agree(s) that the unit will be vacant and returned in the same condition as received by the same date and time, save and except for normal wear and tear.

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

INITIALS OF TENANT(S):

SSG
MSG

INITIALS OF LANDLORD(S):

MM



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Schedule Agreement to Lease – Residential

Toronto
Real Estate
Board

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

TENANT (Lessee), Swapnil Sudhir Garge and Mukta Swapnil Garge (Guarantor: Ankita Verma), and

LANDLORD (Lessor), Mihaiela Mustatea

for the lease of #501-591 Sheppard Ave E, Toronto, ON, M2K 0G2

Agreement to Lease dated Dec 30th, 2019

Tenant hereby acknowledges that Royal LePage Signature Realty ("Deposit Holder") advises that the deposit for this transaction attracts interest at the rate of Prime minus 2.25%. Any interest accrued on said deposit, in excess of \$50.00 ("Administration Fee"), shall be paid to the Tenant following successful completion of this transaction. Interest can only be paid upon receipt of a valid Social Insurance Number as required by the Income Tax Act.

The Landlord and the Tenant agree and/or acknowledge that no information provided by Royal LePage Signature Realty, Brokerage is to be construed as expert legal, financial, tax, building condition, construction, environmental or other professional advice and that they have had the opportunity to consult with any such professional advisers prior to signing this Agreement.

The Tenant agrees to pay the deposit holder a service charge of \$25.00 for any dishonoured deposit cheque paid to the company.

Unless otherwise stated in the Agreement, the chattels (if any), which are included in the Purchase Price are being sold in "As Is" condition, without warranty.

In accordance with the Federal Privacy Act (PIPEDA), the Buyer(s) and Seller(s) consent to the publication of information pertaining to the sale of this property upon the acceptance of the Agreement to Lease. The Listing Brokerage is authorized to distribute information pertaining to this property to other realtors and the public in the promotion and conduct of their business. Such promotion shall not include mention of the names of the Landlord and Tenant

For all intents and purposes, the Tenant and the Landlord agree for giving any notices pertaining to the Agreement, the terms "banking days" or "business days" shall mean any day, other than Saturday, Sunday or Statutory Holiday in the Province of Ontario.

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

INITIALS OF TENANT(S):

SSG
MSG

INITIALS OF LANDLORD(S):

MM



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Royal LePage Signature Realty

Form 401 Revised 2008
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www.Reagency.ca 327286

**Form 320**

for use in the Province of Ontario

Confirmation of Co-operation and Representation



BUYER: Swapnil Sudhir Garge Mukta Swapnil Garge (Guarantor: Ankita Verma)

SELLER: Mihaiela ~~Mihaiela~~ Mustatea

For the transaction on the property known as: 591 SHEPPARD AVE E 501 Toronto ON M2K0G2

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) ☒ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☒ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

- ☐ The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid
(does/does not)
- ☐ by the Seller in accordance with a Seller Customer Service Agreement
- or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

SSG
MSG
BUYER

NM
CO-OPERATING/BUYER BROKERAGE

SELLER

LISTING BROKERAGE

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) ☒ The Co-operating Brokerage represents the interests of the Buyer in this transaction.
 b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
 c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
 to be paid from the amount paid by the Seller to the Listing Brokerage.
 (Commission As Indicated In MLS® Information)
 b) ☒ The Co-operating Brokerage will be paid as follows:

Half Month Rent + HST



Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

FOREST HILL REAL ESTATE INC.
 (Name of Co-operating/Buyer Brokerage)

441 SPADINA ROAD TORONTO ON M5P2W3

Tel: (416) 488-2875 Fax: (416) 488-2694

Dec 30, 2019
 (Authorized to bind the Co-operating/Buyer Brokerage) (Date)

NASIM MASERRAT
 (Print Name of Salesperson/Broker/Broker of Record)

ROYAL LEPAGE SIGNATURE REALTY
 (Name of Listing Brokerage)

8 SAMPSON MEWS SUITE 201 TORONTO ON M3C0H5

Tel: (416) 443-0300 Fax: (416) 443-8619

12/31/2019 5:54:58 PM EST
 (Authorized to bind the Listing Brokerage) (Date)

IVO DANCHEV ARSOV
 (Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.



BUYER'S INITIALS



SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

Mukta G
 (Signature of Buyer) Dec 30, 2019
 (Date)

Swarni Sudhir Garge
 (Signature of Buyer) Dec 30, 2019
 (Date)

Swarni Sudhir Garge

Mihaila Mustatea
 (Signature of Seller) 01/01/2020
 (Date)

Mihaila Mustatea
 (Signature of Seller) 01/01/2020
 (Date)

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Residential Tenancy Agreement (Standard Form of Lease)

Note

This tenancy agreement (or lease) is required for tenancies entered into on **April 30, 2018 or later**. It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).

Residential tenancies in Ontario are governed by the *Residential Tenancies Act, 2006*. This agreement cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

Under the Ontario *Human Rights Code*, everyone has the right to equal treatment in housing without discrimination or harassment.

All sections of this agreement are mandatory and cannot be changed.

1. Parties to the Agreement

Residential Tenancy Agreement between:

Landlord(s)

Landlord's Legal Name

Mihaela Mustatea

Landlord's Legal Name

Note:

See Part B in General Information

and Tenant(s)

Last Name

Garge

Last Name

Garge

Last Name

Verma (Guarantor)

Last Name

Last Name

First Name

Swapnil Sudhir

First Name

Mukta Swapnil

First Name

Ankita

First Name

First Name

2. Rental Unit

The landlord will rent to the tenant the rental unit at:

Unit (e.g., unit 1 or basement unit)

#501

Street Number

591

Street Name

Sheppard Ave E

City/Town

Toronto

Province

Postal Code

M2K 0G2

Number of vehicle parking spaces and description (e.g., indoor/outdoor, location)

None

The rental unit is a unit in a condominium.

☒ Yes ☐ No

If yes, the tenant agrees to comply with the condominium declaration, by-laws and rules, as provided by the landlord.

3. Contact Information

Address for Giving Notices or Documents to the Landlord

Unit	Street Number	Street Name	PO Box
City/Town		Province	Postal Code/ZIP Code

Both the landlord and tenant agree to receive notices and documents by email, where allowed by the Landlord and Tenant Board's Rules of Practice.

☐ Yes ☐ No

If yes, provide email addresses:

The landlord is providing phone and/or email contact information for emergencies or day-to-day communications:

☐ Yes ☐ No

If yes, provide information:

Note:

See Part B and E in General Information

4. Term of Tenancy Agreement

This tenancy starts on: 2020/01/15 Date (yyyy/mm/dd)

This tenancy agreement is for: (select an option below and fill in details as needed)

☒ a fixed length of time ending on: 2021/01/31 Date (yyyy/mm/dd)

☐ a monthly tenancy

☐ other (such as daily, weekly, please specify): _____

Note:

The tenant does not have to move out at the end of the term. See Parts C and D in General Information.

5. Rent

a) Rent is to be paid on the First (e.g., first, second, last) day of each (select one):

☒ Month

☐ Other (e.g., weekly) _____

b) The tenant will pay the following rent:

Base rent for the rental unit \$1,900.00

Parking (if applicable) _____

Other services and utilities (specify if applicable):

Total Rent (Lawful Rent) \$1,900.00

This is the lawful rent for the unit, subject to any rent increases allowed under the *Residential Tenancies Act, 2006*. For example, the landlord and tenant may agree to a seasonal rent increase for additional services of air conditioning or a block heater plug-in. This amount does not include any rent discounts (see Section 7 and Part G in General Information).

c) Rent is payable to:

Mihaiela Mustatea

d) Rent will be paid using the following methods:

Post Dated Cheques OR Electronically

Note:

The tenant cannot be required to pay rent by post-dated cheques or automatic payments, but can choose to do so.

e) If the first rental period (e.g., month) is a partial period, the tenant will pay a partial rent of \$ 1,041.93 on 2020/01/02. This partial rent covers the rental of the unit from 2020/01/15 to 2020/01/31.
Date (yyyy/mm/dd) Date (yyyy/mm/dd) Date (yyyy/mm/dd)

f) If the tenant's cheque is returned because of non-sufficient funds (NSF), the tenant will have to pay the landlord's administration charge of \$ 20 plus any NSF charges made by the landlord's bank.

Note:

The landlord's administration charge for an NSF cheque cannot be more than \$20.00

6. Services and Utilities

The following services are included in the lawful rent for the rental unit, as specified:

Gas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Air conditioning	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Additional storage space	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
On-Site Laundry	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> No Charge <input type="checkbox"/> Pay Per use
Guest Parking	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> No Charge <input type="checkbox"/> Pay Per use
Other _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Provide details about services or list any additional services if needed (if necessary add additional pages):

The following utilities are the responsibility of:

Electricity	<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> Tenant
Heat	<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
Water	<input checked="" type="checkbox"/> Landlord	<input type="checkbox"/> Tenant

If the tenant is responsible for any utilities, provide details of the arrangement, e.g. tenant sets up account with and pays the utility provider, tenant pays a portion of the utility costs (if necessary add additional pages):

Note:
If the tenant will be responsible for paying for electricity measured by a meter or suite meter, the landlord must give the prospective tenant available information about the electricity usage in the rental unit over the last twelve months using the appropriate Landlord and Tenant Board form.

7. Rent Discounts

Select one:

☒ There is no rent discount.

or

☐ The lawful rent will be discounted as follows:

Provide description of rent discount (if necessary add additional pages):

Note:

See Part G in General Information for what types of discounts are allowed.

8. Rent Deposit

Select one:

☐ A rent deposit is not required.

or

☒ The tenant will pay a rent deposit of \$ 1,900.00. This can only be applied to the rent for the last rental period of the tenancy.

Note:

This amount cannot be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less. This cannot be used as a damage deposit. The landlord must pay the tenant interest on the rent deposit every year. See Part H in General Information.

9. Key Deposit

Select one:

☐ A key deposit is not required.

or

☒ The tenant will pay a refundable key deposit of \$ 200.00 to cover the cost of replacing the keys, remote entry devices or cards if they are not returned to the landlord at the end of the tenancy.

If a refundable key deposit is required, provide description and number of keys, access cards and remote entry devices:

2 Suite Keys, 2 FOB, 1 Mailbox Key

Note:
The key deposit cannot be more than the expected replacement cost. See Part H in General Information.

10. Smoking

Under provincial law, smoking is not allowed in any indoor common areas of the building. The tenant agrees to these additional rules on smoking:

Select one:

☐ None

or

☒ Smoking rules

Provide description of smoking rules (if necessary add additional pages):

The tenants acknowledge that smoking OR vaping of any kind is strictly prohibited within the unit or common elements.

Note:
In making and enforcing smoking rules, the landlord must follow the Ontario *Human Rights Code*. See Parts M and S in General Information.

11. Tenant's Insurance

Select one:

☐ There are no tenant insurance requirements.

or

☒ The tenant must have liability insurance at all times. If the landlord asks for proof of coverage, the tenant must provide it. It is up to the tenant to get contents insurance if they want it.

12. Changes to the Rental Unit

The tenant may install decorative items, such as pictures or window coverings. This is subject to any reasonable restrictions set out in the additional terms under Section 15.

The tenant cannot make other changes to the rental unit without the landlord's permission.

13. Maintenance and Repairs

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards.

The tenant must repair or pay for any undue damage to the rental unit or property caused by the wilful or negligent conduct of the tenant, the tenant's guest or another person who lives in the rental unit.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

Note:

See Part J in General Information.

14. Assignment and Subletting

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a sublet or potential assignee.

Note:

There are additional rules if the tenant wants to assign or sublet the rental unit. See Part P in General Information.

15. Additional Terms

Landlords and tenants can agree to additional terms. Examples may include terms that:

- Require the landlord to make changes to the unit before the tenant moves in, and
- Provide rules for use of common spaces and/or amenities.

These additional terms should be written in plain language and clearly set out what the landlord or tenant must or must not do to comply with the term. If typed, the additional terms should be in a font size that is at least 10 points.

An additional term cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

If a term conflicts with the *Residential Tenancies Act, 2006* or any other terms set out in this form, the term is void (not valid or legally binding) and it cannot be enforced. Some examples of void and unenforceable terms include those that:

- Do not allow pets (however, the landlord can require the tenant to comply with condominium rules, which may prohibit certain pets),
- Do not allow guests, roommates, any additional occupants,
- Require the tenant to pay deposits, fees or penalties that are not permitted under the *Residential Tenancies Act 2006* (e.g., damage or pet deposits, interest on rent arrears), and
- Require the tenant to pay for all or part of the repairs that are the responsibility of the landlord.

See General Information for more details.

The landlord and tenant may want to get legal advice before agreeing to any additional terms.

Select one:

☐ There are no additional terms.

or

☒ This tenancy agreement includes an attachment with additional terms that the landlord and tenant agreed to.

16. Changes to this Agreement

After this agreement is signed, it can be changed only if the landlord and tenant agree to the changes in writing.

Note:


The *Residential Tenancies Act, 2006* allows some rent increases and requires some rent reductions without agreement between the landlord and tenant. See Part I in General Information.

17. Signatures

By signing this agreement, the landlord(s) and the tenant(s) agree to follow its terms.

Unless otherwise agreed in the additional terms under Section 15, if there is more than one tenant, each tenant is responsible for all tenant obligations under this agreement, including the full amount of rent.

Landlord(s):

Name	Signature	Date (yyyy/mm/dd)
Mihaiela Mustatea	 1/1/2020 11:03:43 AM EST	01/01/2020
Name	Signature	Date (yyyy/mm/dd)

Tenant(s):

Name	Signature	Date (yyyy/mm/dd)
Swapnil Sudhir Garge		
Name	Signature	Date (yyyy/mm/dd)
Mukta Swapnil Garge		
Name	Signature	Date (yyyy/mm/dd)
Ankita Verma (Guarantor)		
Name	Signature	Date (yyyy/mm/dd)
Name	Signature	Date (yyyy/mm/dd)

Note:

All of the landlords and tenants listed on the first page in Section 1 (Parties to the Agreement) must sign here. The landlord must give a copy of this agreement to the tenant within 21 days after the tenant signs it.

This Appendix sets out basic information for landlords and tenants. It is not intended as legal advice, and it is not an official interpretation of the *Residential Tenancies Act, 2006* (the Act). Please refer to the Act for the specific rules.

The Landlord and Tenant Board also provides information about landlords' and tenants' rights and responsibilities under the Act.

Landlord and Tenant Board:

Toll free: 1-888-332-3234

Toronto area: 416-645-8080

TTY: Bell Relay Service at 1-800-268-9242

Website: www.sjto.ca/lrb

A. When to Use This Form

This form (standard form of lease) must be used for most residential tenancy agreements (leases).

This form should **not** be used for:

- care homes,
- sites in mobile home parks or land lease communities,
- social and supportive housing that is exempt from the rent increase guideline (see the regulation under the Act for specific exemptions),
- member units in co-operative housing, and
- any other accommodation that is exempt from the Act (see Section 5 of the Act).

B. Change of Landlord

A new landlord has the same rights and duties as the previous landlord. A new landlord must follow all the terms of this agreement unless the tenant and new landlord agree to other terms. A new landlord should provide the tenant with their legal name and address.

C. Renewing a Tenancy Agreement (Part V of the Act)

If the landlord and tenant agree that the tenancy will last for a specific period of time, this is called a fixed term tenancy. This is because both the start and end date are set out in the tenancy agreement.

The end of an agreement does not mean the tenant has to move out or sign a renewal or new agreement in order to stay. The rules of the agreement will still apply and the tenant still has the right to stay:

- as a monthly tenant, if the agreement was for a fixed term or monthly tenancy,
- as a weekly tenant, if the agreement was for a weekly tenancy, or
- as a daily tenant, if the agreement was for a daily tenancy.

The landlord and tenant can also agree to renew the agreement for another fixed term or enter into a new agreement. In any case, changes to the rent must follow the rules under the Act (see Part I below for further information).

D. Ending the Tenancy (Part V of the Act)

The landlord or tenant must follow the rules of the Act when ending a tenancy.

When the tenant can end the tenancy

The tenant may end a tenancy by giving the landlord proper notice using the appropriate Landlord and Tenant Board form. They must give:

- at least 60 days' notice if they have a monthly or fixed term tenancy, or
- at least 28 days' notice if they have a daily or weekly tenancy.

For a fixed term tenancy, the notice cannot be effective before the last day of the fixed term. For a monthly or weekly tenancy, the notice must be effective on the last day of a rental period (e.g. month or week).

In certain situations, a tenant who has experienced sexual or domestic violence can give 28 days' notice to end the tenancy at any time, even if the tenant has a fixed term agreement (e.g., one year agreement). They must use the notice form approved by the Landlord and Tenant Board.

When the landlord can end the tenancy

The landlord cannot evict the tenant unless the landlord follows the proper rules. In most cases, the landlord must give proper notice to end the tenancy using the right form. Forms are available on the Landlord and Tenant Board's website.

The landlord can only give the tenant notice to end the tenancy in certain situations. These situations are set out in the Act. A few examples include:

- tenant does not pay the full rent when it is due,
- tenant causes damage to the rental unit or building, and
- tenant substantially interferes with the reasonable enjoyment of other tenants or the landlord.

If the landlord gives a tenant notice to end the tenancy, the tenant does not have to move out.

If the tenant does not move out, the landlord must apply to the Landlord and Tenant Board in order to evict the tenant. The Landlord and Tenant Board will hold a hearing and decide if the tenancy should end. Both the landlord and the tenant can come to the hearing and explain their side to the Landlord and Tenant Board. If the Landlord and Tenant Board orders an eviction, the eviction order can only be enforced by the Sheriff (Court Enforcement Officer).

It is an offence for the landlord to evict a tenant without following this process. If convicted, the landlord could face a fine of up to \$25,000 (for an individual) or \$100,000 (for a corporation).

If the Landlord and Tenant agree to end the tenancy

The tenant and landlord can agree to end a tenancy at any time by using the proper Landlord and Tenant Board form. Some landlords may ask the tenant to sign this form when signing the agreement. In most cases, an agreement to end a tenancy signed at the beginning of the tenancy agreement is unenforceable and the tenant does not have to move out.

There is more information on how to end a tenancy and reasons for eviction in the Act and in a brochure on the Landlord and Tenant Board website.

E. Giving Notices and Documents (Part XII of the Act)

The landlord and tenant have to deliver some official notices and other documents in writing. These notices and documents can be:

- hand delivered,
- left in a mail box or a place where mail is ordinarily delivered, or
- mailed (this will count as delivered five days after mailing).

There are also other ways to serve notices and documents. For more information, contact the Landlord and Tenant Board or see the Rules of Practice on its website.

F. Rent and Rent Receipts (Part VII of the Act)

Rent is the amount the tenant pays to the landlord to occupy the rental unit and receive services or facilities agreed to in this agreement.

The tenant must pay their rent on time. If they do not, the landlord can give them notice to end the tenancy.

If the tenant asks for a receipt for rent or any payment or deposit, the landlord must give them one for free. This also applies to a former tenant who asks for a receipt within 12 months after the end of their tenancy.

G. Rent Discounts (Part VII of Act)

The landlord can offer the tenant a discount for paying rent on or before the date it is due. This discount can be up to two per cent of the lawful rent.

The landlord can also offer rent-free periods or discounts in one of three ways:

- Rent-free periods of up to three months within any 12-month period,
- A discount of up to one month's rent spread evenly over eight months, or
- A discount of up to two months' rent, with up to one month's rent spread evenly over the first seven months, and up to one month's rent discounted in one of the last five months.

These types of discounts must be agreed to in writing.

H. Deposits (Part VII of the Act)

The landlord can only collect a deposit for the last month's rent and a refundable key deposit. The tenant does not have to provide any other form of deposit, such as pet or damage deposits. If the tenant pays anything more, the tenant can apply to the Landlord and Tenant Board to get the money back.

Rent deposit (i.e. last month's rent): The landlord can require a rent deposit on or before the tenant enters into the tenancy agreement. The landlord must apply this money to the rent for the last period of the tenancy. The rent deposit must not be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less.

The landlord must pay the tenant interest on the rent deposit every year. If the rent increases after the tenant has paid a rent deposit, the landlord can require the tenant to top-up the rent deposit so that it is the same as the new rent. The landlord can use the interest on the rent deposit to top-up the rent deposit.

If the landlord is unable to let the tenant move into the rental unit, the landlord must return the deposit, unless the tenant agrees to rent a different unit.

Key deposit: If the landlord collects a deposit for key(s), remote entry devices or cards, the landlord must return the deposit when the tenant gives back their key(s) at the end of the tenancy.

The landlord can charge the tenant for additional keys that the tenant requests (for example, if the tenant wants an extra key or if the tenant has lost their key), but the charge cannot be more than actual cost of the keys. This is not a key deposit.

I. Rent Increases and Decreases (Part VII of the Act)

Most Ontario tenants are protected by rent controls that limit how much rent can increase year-over-year. The rent payable by tenants may also decrease in limited situations.

Guideline Rent Increases

Normally, the landlord can increase the rent only once every 12 months. The landlord must use the proper Landlord and Tenant Board form and give the tenant at least 90 days' notice before the rent increase is to take effect. The rent can be increased by no more than the rent increase guideline unless the Landlord and Tenant Board approves a rent increase above the guideline. The guideline for each year can be found on the Landlord and Tenant Board's website.

Rent Increases above the Guideline

The landlord can apply to the Landlord and Tenant Board for approval to raise the rent by more than the rent increase guideline. Affected tenants can oppose this application at the Landlord and Tenant Board.

This kind of rent increase is called an above-guideline rent increase. The Landlord and Tenant Board can allow this kind of rent increase if:

- the landlord's municipal taxes and charges have increased significantly,
- the landlord has done major repairs or renovations, or
- the costs of external security services (i.e. not performed by the landlord's employees) have increased, or external security services are being provided for the first time.

The landlord and tenant can also agree to an above-guideline rent increase, if the landlord agrees to renovate or add a new service for the tenant. Certain rules apply.

Rent Reductions:

The landlord **must** reduce the rent if:

- the municipal property tax goes down by more than 2.49 per cent, or
- the rent was increased above the guideline to pay for repairs or renovations and the costs have been fully paid for (this only applies to tenants who were living in the unit when the above guideline rent increase happened).

The tenant can apply to the Landlord and Tenant Board to reduce their rent if:

- municipal property taxes or charges on the rental property go down,
- the landlord reduced or removed a service without reducing the rent, or
- the landlord did not keep a promise they made in an agreement for a rent increase above the guideline.

J. Maintenance and Repairs (Part III, IV, V and XIV of the Act)

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards. This includes the maintenance and repair of things that came with the unit, such as appliances, and of common areas, such as parking lots, elevators, and hallways.

The tenant must pay their rent, even if they have problems with the maintenance and repair of their unit or property. If the tenant is having a maintenance or repair problem, the tenant should let the landlord know. If needed, the tenant can apply to the Landlord and Tenant Board.

The tenant is responsible for any damage to the rental property caused by the tenant, the tenant's guest or another person who lives in the rental unit. This applies to any damage caused on purpose or by not being careful enough. This does not include damage that results from normal use of the rental unit over time ("wear and tear"). The landlord can apply to the Landlord and Tenant Board if the tenant has not repaired such damage.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

K. Vital Services (Part I and III of the Act)

"Vital services" include hot or cold water, fuel, electricity, gas and heat.

The landlord must ensure that a rental unit has heating equipment capable of maintaining a minimum temperature of 20° Celsius from September 1 to June 15. Some municipal by-laws may have stricter requirements.

The landlord cannot withhold or shut off the reasonable supply of a vital service, care service or food that the landlord must supply under the tenancy agreement. If a vital service is cut-off because the landlord failed to pay their bill, the landlord is considered to have withheld that service. However, if a vital service is cut-off or disconnected because the tenant failed to pay their own utility bill, the tenant cannot claim that the landlord withheld a vital service.

The landlord cannot deliberately interfere with the reasonable supply of any vital service, care service or food, whether or not the landlord is obligated to supply it under the tenancy agreement.

L. Harassment (Part III and IV of the Act)

It is against the law for the landlord (or anyone acting for the landlord, such as a superintendent or property manager) to harass the tenant, or for the tenant to harass the landlord. If the landlord or the tenant is experiencing harassment they can apply to the Landlord and Tenant Board.

M. Discrimination

If the landlord (or anyone acting for the landlord) discriminates against the tenant based on prohibited grounds of discrimination under the Ontario *Human Rights Code* (the *Code*), they may be violating the tenant's rights under the *Code*. The Landlord and Tenant Board may be able to consider discrimination if it relates to an application under the *Residential Tenancies Act*, 2006. In other situations, the tenant may have to take their case to the Human Rights Tribunal of Ontario.

N. Landlord's Entry into Rental Unit (Part III of the Act)

The tenant is entitled to reasonable enjoyment of the rental unit (e.g. quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance and exclusive use of the rental unit).

The landlord can enter the rental unit with 24 hours' written notice only for the following reasons:

- make repairs,
- inspect the unit to see if repairs are needed, if the inspection is reasonable,
- show the rental unit to a possible buyer, insurer or mortgage lender,
- let a real estate agent show the unit to a possible buyer,
- have a property inspection done before converting the residential building into a condominium, or
- for any reasonable purpose listed in the tenancy agreement.

The written notice must include the reason for the entry and state the date and time (between 8 a.m. and 8 p.m.) that the landlord will enter the unit. With proper notice, the landlord can enter the unit when the tenant is not at home.

The landlord does not need to give a notice to enter:

- in case of emergency,
- if the tenant consents to entry,
- if the tenancy agreement requires the landlord to clean the unit, or
- if the tenancy is coming to an end and the landlord wants to show the unit to a potential new tenant – the landlord can only show the unit between 8:00 a.m. and 8:00 p.m. and must make a reasonable effort to let the tenant know when this will happen.

O. Locks (Part III and IV of the Act)

The landlord cannot change the locks of the rental unit unless the landlord gives the new keys to the tenant. The tenant cannot change the locks of the rental unit without the consent of the landlord.

P. Assign or Sublet (Part VI of the Act)

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a potential assignee or sublet of the rental unit.

1. **Assignment:** In an **assignment**, the tenant transfers their right to occupy the rental unit to someone else. The new person takes the place of the tenant, and the tenancy agreement stays the same.
2. **Sublet:** A **sublet** occurs when the tenant moves out of the rental unit, lets another person (the 'sub-tenant') live there until a specified date, and can return to live in the unit before the tenancy ends. The tenancy agreement and the landlord-tenant relationship do not change.

A tenant who sublets a rental unit cannot:

- charge a higher rent than the landlord does for the rental unit,
- collect any additional fees for subletting the rental unit, or
- charge the sub-tenant for additional goods or services.

Q. Guests (Part III of the Act)

The landlord cannot stop tenants from having guests, require the tenant to notify the landlord or get the landlord's permission before having guests. The landlord cannot charge extra fees or raise the rent due to guests in the rental unit. However, the tenant is responsible for the behaviour of their guests.

The landlord cannot prevent the tenant from having a roommate, as long as municipal by-laws on occupancy standards are respected.

R. Pets (Part III of the Act)

A tenancy agreement cannot prohibit animals in the rental unit or in or around the residential building.

There are some cases where the landlord can apply to the Landlord and Tenant Board to evict a tenant who has a pet. These are some common examples:

- the pet makes too much noise, damages the unit or causes other tenants to have allergic reactions,
- the breed or species is inherently dangerous, or
- the rules of the condominium corporation do not allow pets.

S. Smoking (Part V of the Act)

The Act does not discuss smoking in a rental unit. The landlord and tenant can use Section 10 of this lease to agree to either allow or prohibit smoking in the unit, and/or on the landlord's property.

Even if the lease doesn't prohibit smoking, the landlord may apply to the Landlord and Tenant Board to end the tenancy if the smoking:

- substantially interferes with reasonable enjoyment of the landlord or other tenants,
- causes undue damage,
- impairs safety, or
- substantially interferes with another lawful right, privilege or interest of the landlord.

If the tenant believes that other people smoking in their building affects their health or safety, contravenes maintenance standards, or substantially interferes with their reasonable enjoyment of the rental unit, they should discuss it with their landlord before contacting the Landlord and Tenant Board.

T. Smoke and Carbon Monoxide Alarms

The landlord must provide the rental unit with working smoke alarms and, where applicable, carbon monoxide alarms.

The landlord is responsible for keeping smoke and carbon monoxide alarms in working condition, which includes replacing the batteries. The tenant must not disconnect or tamper with any smoke or carbon monoxide alarm and must notify the landlord immediately of any alarms not working properly.

U. Resolving Disputes

The landlord and tenant are required to follow the law. If they have problems or disagreements, the landlord and tenant should first discuss the issue and attempt to resolve it themselves. If the landlord or tenant feels that the other is not obeying the law, they may contact the Landlord and Tenant Board for information about their rights and responsibilities, including whether they may apply to the Landlord and Tenant Board to resolve the dispute.