

**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 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 .....

.....Canadian 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.....by negotiable cheque payable to.....  
(herewith/upon acceptance)

.....

in the amount of.....

Canadian Dollars (CDN\$.....) as a deposit to be held in trust without interest 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.

5. **USE:** 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"/>	Other:.....	<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).....

10 **IRREVOCABILITY:** This offer shall be irrevocable by.....until.....p.m.on the.....  
(Landlord/Tenant)

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:** Landlord hereby appoints the Listing Broker as Agent for the purpose of giving and receiving notices pursuant to this agreement. **Only if the Co-operating Broker represents the interests of the Tenant in this transaction,** the Tenant hereby appoints the Co-operating Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No.....(For delivery of notices to Landlord) FAX No.....(For delivery of notices to Tenant)

12. **EXECUTION OF LEASE:** Lease shall be drawn by the Landlord pursuant to the Short Form of Leases Act, 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.

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. **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.

15. **AGENCY:** It is understood that the brokers involved in the transaction represent the parties as set out in the Confirmation of Representation below.

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.

DATED at.....this..... day of....., 20.....



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

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

We/I the Landlord hereby accept the above Offer, and agree that the commission together with applicable Goods and Services Tax (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.

DATED at.....this..... day of....., 20.....

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

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

**CONFIRMATION OF EXECUTION:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and

written was finally executed by all parties at.....a.m./p.m. this.....day of....., 20.....  
(Signature of Landlord or Tenant)

#### CONFIRMATION OF REPRESENTATION

Listing Broker..... Tel.No.(.....)..... Represents.....

Co-op/Tenant Broker..... Tel.No.(.....)..... Represents.....

#### ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Agent to forward a copy to my lawyer.

..... DATE.....  
(Landlord)

..... DATE.....  
(Landlord)

Address for Service.....

.....Tel.No.(.....).....

Landlord's Lawyer.....

Address.....

(.....)..... (.....).....  
Tel.No. FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Agent to forward a copy to my lawyer.

..... DATE.....  
(Tenant)

..... DATE.....  
(Tenant)

Address for Service.....

.....Tel.No.(.....).....

Tenant's Lawyer.....

Address.....

(.....)..... (.....).....  
Tel.No. FAX No.

#### FOR OFFICE USE ONLY

#### COMMISSION TRUST AGREEMENT

To: Co-operating Broker shown on the foregoing Agreement to Lease:

In consideration for the Co-operating Broker 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:

.....  
Signature of Listing Broker or authorized representative

.....  
Signature of Co-operating Broker or authorized representative

