

DISCLAIMER:

The Ontario Real Estate Association ("OREA") owns certain standardized forms that are commonly used in Ontario real estate transactions ("OREA Standard Forms"), and a set of standard clauses ("Clauses") for use with these forms.

In an effort to assist its members, OREA has prepared a set of annotated OREA Standard Forms (the "Annotated Forms") providing explanations of a general nature with respect to certain provisions contained therein. These Annotated Forms are provided for personal educational purposes only and are not for commercial use. While great care and consideration is taken in researching and creating these Annotated Forms, the explanations contained therein are for informational purposes only and are not to be relied upon or construed as real estate, legal, accounting or other professional advice or a substitute thereof. The explanations are meant only to be a general simple overview and are not meant to replace the full text and legal ramification of each Form and any provision, paragraph or section therein.

Members are urged to seek legal advice on specific issues affecting them. These Annotated Forms are for members' personal educational use only and not for re-use or distribution to any third party. OREA makes no representations or warranties with respect to the accuracy of the information contained in these Annotated Forms.

© Ontario Real Estate Association 2023. All rights reserved.

These Annotated Forms were developed by OREA for use and reproduction by its members and other licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA.

PROCEED TO NEXT PAGE...



Agreement to Lease Residential

Form 400

for use in the Province of Ontario

GENERAL USE: The Agreement to Lease is the document that is used to state the Tenant's desire to lease the property, and to negotiate the terms of the lease. It is often referred to as an "Offer". This document also allows the Tenant an opportunity to set out in detail all of the terms and conditions they wish to be part of their Offer when leasing the Landlord's property. After the Offer is prepared and signed by the Tenant, it is presented to the Landlord for acceptance. The Landlord, in turn, may want to make changes to the Offer for the Tenant to consider. This process can continue back and forth several times in an effort to reach an agreement.

This is the date that the document is created. This date is used to identify this Offer. The next portion sets out the parties and the address of the Landlord.

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: The premises that are to be leased are described next.*

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 length of the lease (in months or years) is set out next, and a beginning date is also identified.*

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

3. *RENT: The monthly rent amount is inserted in the next provision. There is a requirement here that the first and last months' rent are to be paid in advance.*

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: A deposit is to be paid with the Offer which shall secure the first and last months' rent. If the Offer is not accepted then the deposit is to be returned without interest.*

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: For what purpose the premises are to be used is next.*

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:.....
.....
.....

INITIALS OF TENANT(S): 

INITIALS OF LANDLORD(S): 

6. **SERVICES AND COSTS:** *Who will pay additional costs is detailed in the next section.*

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.

7. **PARKING:** *Specifics respecting parking is set out in the following section.*

7. **PARKING:**

8. **ADDITIONAL TERMS:** *There is space to insert any additional terms that are not included elsewhere.*

8. **ADDITIONAL TERMS:**

9. **SCHEDULES:** *Many agreements have schedules to identify provisions in addition to the ones in the pre-printed form.*

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

10. **IRREVOCABILITY:** *The party submitting the Offer to the other side agrees to allow the other side until that deadline to accept the Offer. The submitting party is not permitted to withdraw their Offer prior to that time. The seal beside their signature shows that the submitting party has received something of value for this irrevocable Offer.*

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:** *Under the Agreement there will be requirements to deliver notices to the other side. This provision highlights various methods that would be available to deliver these notices.*

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)

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):

12. **EXECUTION OF LEASE:** *The parties agree that the lease will be drawn by the Landlord on the standard form of lease required by the Residential Tenancies Act. Further the Landlord will deliver to the Tenant information respecting the obligations and responsibilities of the Tenant and the role of the Landlord.*
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:** *Both the Landlord and Tenant acknowledge that it is necessary to create a lease document using the Standard Lease Form that is required by the Residential Tenancies Act.*
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:** *By virtue of this next paragraph the Landlord is entitled to view the premises after the appropriate notice has been given to the Tenant.*
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 is required to obtain insurance and provide evidence to the Landlord upon request.*
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:** *There are implications under the Income Tax Act where the Landlord is a non-resident. These implications include responsibilities that may fall upon the Tenant. This paragraph sets out the need for compliance with the provisions of the Income Tax Act.*
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 Landlord may need to disclose the information on the Tenant to a prospective lender or buyer. This provision permits that disclosure.*
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 a conflict or discrepancy between any of the pre-set (preprinted) clauses and anything that has been added to the Agreement, then added parts supersede the pre-set clauses. Further there no other agreements between the Landlord and Tenant other than those contained in this Agreement.*
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:** *The Landlord is warranting that they have complied with the Family Law Act insofar as it relates to spousal requirements and that no spouse has a claim to the property other than a spouse who has signed a consent in the area set aside for that signature.*
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 following paragraph notifies the Tenant that a personal or credit check may be obtained and referred to.*
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.**
21. **ELECTRONIC SIGNATURES:** *This provision ensures compliance with the Electronic Commerce Act in that it is necessary that the parties to an agreement consent to the use of electronic signatures.*
21. **ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
22. **BINDING AGREEMENT:** *Once accepted this Agreement is considered a binding agreement by the parties to enter into a lease.*
22. **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.

INITIALS OF TENANT(S):

INITIALS OF LANDLORD(S):

The Tenant(s) and Landlord(s) sign under seal and date their signatures in these next two sections.

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)

The non-owner spouse signs to comply with the warranty in the Family Law Act clause above.

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

When all the parties have accepted the Agreement, then the last person to sign confirms when that happened.

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)

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.....

EDUCATION ONLY
USE ONLY

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

INITIALS OF TENANT(S):

○

INITIALS OF LANDLORD(S):

○