



Confirmation of Co-operation and Representation

Form 320

for use in the Province of Ontario

BUYER: **MARTIN PEMBROKE** **SIOBHÁN JOSEPHINE O'SULLIVAN**

SELLER: **Ji Hye Min, Kyoung Hwa Min** **Hong Hee Kim**

For the transaction on the property known as: **98 Lillian St** **2616** **Toronto** **ON M4S0A5**

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)



BUYER



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
 **HALF MONTH'S RENT + HST** 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:

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)

PROPERTY.CA INC.
 (Name of Co-operating/Buyer Brokerage)

 36 DISTILLERY LANE UNIT 500 TORONTO ON M5A3C4
 Tel: (416) 583-1660 Fax: (416) 352-1740
 DocuSigned by: 2020-10-01 | 7:22 PM EDT
 Joshua Watts
 (Authorized to bind the Co-operating/Buyer Brokerage) (Date)
JOSHUA JAMES WATTS
 (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
 DocuSigned by: 10/04/2020 7:25:36 PM EDT
 David Chang
 (Authorized to bind the Listing Brokerage) (Date)
DAVID CHANG
 (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.

DocuSigned by: 2020-10-02 | 12:09 PM EDT
 Martin Pembroke
 (Signature of Buyer) MARTIN PEMBROKE (Date)
 DocuSigned by: 2020-10-02 | 9:06 AM PDT
 Stiohan O'Sullivan
 (Signature of Buyer) STIOHAN JOSEPHINE O'SULLIVAN (Date)

DocuSigned by: 10/04/2020 1:38:51 PM EDT
 David Chang
 (Signature of Seller) 10/04/2020 6:10:21 PM EDT (Date)
 DocuSigned by: 10/04/2020 6:14:16 PM EDT
 Hong Hee Kim
 (Signature of Seller) 10/04/2020 6:14:16 PM EDT (Date)



Agreement to Lease Residential

Form 400

for use in the Province of Ontario

This Agreement to Lease (Agreement) dated this 1 day of October, 2020

TENANT: MARTIN PEMBROKE & STIOBHÁN JOSEPHINE O'SULLIVAN
(Full legal names of all Tenants)

LANDLORD: Ji Hye Min, Kyoung Hwa Min & Hong Hee Kim
(Full legal name of Landlord)

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

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement. For the purposes of this Agreement "Tenant" includes lessee and "Landlord" includes lessor.

1. PREMISES: Having inspected the premises and provided the present tenant vacates, I/we, the Tenant hereby offer to lease, premises known as:
98 Lillian St 2616 Toronto M4S0A5

2. TERM OF LEASE: The lease shall be for a term of ONE YEAR commencing 12/1/2020

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 Fifty Dollars (CDN\$) 1,950.00,
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 "Deposit Holder"
in the amount of Three Thousand Nine Hundred Dollars (CDN\$) 3,900.00
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 and LAST 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:
SINGLE FAMILY RESIDENTIAL USE

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 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Hot water heater rental	<input type="checkbox"/>	<input type="checkbox"/>	Other: <u>INTERNET</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water and Sewerage Charges	<input checked="" 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:**
1 Parking (P-5, #18).

8. **ADDITIONAL TERMS:**

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

10. **IRREVOCABILITY:** This offer shall be irrevocable by **Tenant** until **11:59** on the **4**
(Landlord/Tenant) (a.m./p.m.)
day of **October** 20 **20** after which time if not accepted, this Agreement shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.

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

FAX No.: **416-443-8619** FAX No.: **(416) 352-1740**
(For delivery of Documents to Landlord) (For delivery of Documents to Tenant)
Email Address: **davidchangrealestate@gmail.com** Email Address: **Joshwatts@condos.ca**
(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.itb.gov.on.ca)

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

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

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

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

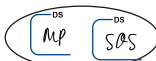
17. **USE AND DISTRIBUTION OF PERSONAL INFORMATION:** The Tenant consents to the collection, use and disclosure of the Tenant's personal information by the Landlord and/or agent of the Landlord, from time to time, for the purpose of determining the creditworthiness of the Tenant for the leasing, selling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

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

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

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

INITIALS OF TENANT(S):



INITIALS OF LANDLORD(S):



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

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

(Witness) *Martin Pembroke* (Tenant or Authorized Representative) **MARTIN PEMBROKE** (Seal) (Date) **03/10/2020**

(Witness) *Stobhan O'Sullivan* (Tenant or Authorized Representative) **STOBHAN JOSEPHINE O'SULLIVAN** (Seal) (Date) **03/10/2020**

(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) *[Signature]* (Seal) (Date) **10/04/2020**

(Witness) *[Signature]* (Landlord or Authorized Representative) **Hong Hee Kim** (Seal) (Date) **10/04/2020**

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

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally acceptance by all parties at **11:00 pm** this **4th** of **October**, 20**20**.

(Signature of Landlord or Tenant) *[Signature]* (Seal) (Date) **10/04/2020 6:13:15 PM EDT**

INFORMATION ON BROKERAGE(S)		
Listing Brokerage	ROYAL LEPAGE SIGNATURE REALTY.	416-443-0300 (Tel.No.)
	DAVID CHANG (Salesperson/Broker/Broker of Record Name)	
Co-op/Tenant Brokerage	PROPERTY.CA INC.	(416) 583-1660 (Tel.No.)
	JOSHUA JAMES WATTS (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.

(Signature) *[Signature]* (Date) **10/04/2020**

(Signature) *[Signature]* (Date) **10/04/2020**

(Landlord or Tenant) *[Signature]* (Date) **10/04/2020 6:13:15 PM EDT**

Address for Service (Tel. No.)

Landlord's Lawyer (Tel. No.)

Address (Tel. No.)

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.

(Signature) *[Signature]* (Date) **10/04/2020**

(Signature) *[Signature]* (Date) **10/04/2020**

(Landlord or Tenant) *[Signature]* (Date) **10/04/2020 6:13:15 PM EDT**

Address for Service (Tel. No.)

Tenant's Lawyer (Tel. No.)

Address (Tel. No.)

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	<i>[Signature]</i> (Authorized to bind the Co-operating Brokerage)	Acknowledged by:	<i>[Signature]</i> (Authorized to bind the Co-operating Brokerage)
(Date)	10/04/2020 7:25:38 PM EDT	(Date)	10/04/2020 7:25:38 PM EDT



Schedule A Agreement to Lease – Residential

Form 401

for use in the Province of Ontario

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

TENANT: Martin Pembroke & Siobhan Josephine O'Sullivan, and

LANDLORD: Ji Hye Min, Kyoung Hwa Min & Hong Hee Kim

for the lease of 98 Lillian St 2616 Toronto C10

..... ON M4S 0A5 dated the 1 day of October, 20 20

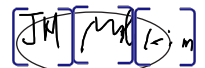
1. The Tenant(s) warrants the premises will be only occupied by the names on Lease and no other individuals will be residing temporarily and/or permanently on the premises
2. The Tenant(s) agree to pay a refundable \$200.00 (two hundred) keys/fob deposit before the commencement of the lease.
3. the LANDLORD agrees to return to TENANT any key deposit described in the Residential Tenancy Agreement when all the key and entrance access devices are returned to the LANDLORD at expiration of the lease. TENANT agrees to surrender all keys and entrance access devices to LANDLORD at the end of TENANT's tenancy.
4. The Tenant(s) is responsible for the insurance of his/ her personal contents and to obtain his own Tenant fire insurance package, including the liability coverage for himself/herself and third party throughout the term of the Lease or any renewal thereafter, a copy of the insurance has to be given to the Landlord prior to the key releasing upon occupancy. Tenant shall indemnify and hold the landlord harmless from and against any and all loss, claims liability or costs incurred by reason of any damage to any property or any injury to any person occurring in, on or about the premises.
5. The Tenant(s) shall give the Landlord prompt written or verbal notice of any accident or other defect in the water pipes, gas pipes or heating apparatus, telephone, electric light, or other wires in the rental unit and the Tenant shall be liable for any damage caused by reason of water being left running from the taps in the rental unit or from gas permitted to escape therein or caused by any other tenant's negligence.
6. The Deposit is to be paid only in the form of certified cheque, wire transfer, money order or bank draft, and said payment shall be made out to ROYAL LEPAGE SIGNATURE REALTY.
7. The Tenant agrees and acknowledges that he/she is leasing the above property, chattels and fixtures in an "As-Is" condition unless otherwise described in this Agreement.
8. The TENANT and LANDLORD shall agree on the payment method for rent prior to Occupancy date. Options for payment include 10 post-dated cheques, monthly e-transfers, or cash due on the first of each month.
9. The TENANT agrees to reimburse the LANDLORD any charges incurred by LANDLORD from the bank for each non-sufficient fund (NSF) or returned cheque plus a \$20 administrative fee.
10. The TENANT shall maintain the premises in good repair and in clean habitable condition at all times during the term of the lease. Upon termination of said lease, the property shall be in the same condition as when it was first occupied except for usual wear and tear. The TENANT is responsible for Minor repairs such as changing all light bulbs, ballasts, fuses, and faucets, or repairs against damages to the leased premises, appliances, fixtures, chattels or other parts of the property under the TENANT's control, which are cause by his/her willful or negligent conduct, or that of the persons permitted or invited by him/her. Other repairs are to be done by or by obtaining the written consent for LANDLORD.
12. the LANDLORD retains the right of inspection and to do repair in and outside of the during the lease term upon 24 hours' notice. TENANT agrees to allow LANDLORD or his/her show the property to potential TENANT/Purchaser by appointment upon 24 hours' notice.
13. the LANDLORD and TENANT agree to comply with all obligations imposed on them by the Residential Tenancies Act.

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

INITIALS OF TENANTS:



INITIALS OF LANDLORD(S):



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Schedule A Agreement to Lease – Residential

Form 401

for use in the Province of Ontario

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

TENANT: **Martin Pembroke** & **Siobhan Josephine O'Sullivan**, and

LANDLORD: **Ji Hye Min, Kyoung Hwa Min** & **Hong Hee Kim**

for the lease of **98 Lillian St** **2616** **Toronto C10**

..... **ON** **M4S 0A5** dated the **1** day of **October**, 20 **20**

14. The TENANT agrees to pay rent and will not assign or sublet the whole or part of the premises without leave and consent of LANDLORD such leave and consent shall not be unreasonably withheld. All associate cost will be at TENANT's expense. TENANT acknowledges that as per the Residential Tenancies Act, 2006, 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.

15. The TENANT agrees to adhere to all Condominium Corporation Rules and Regulations [if applicable].

16. The TENANT agrees that he/she will not make any alterations, installations and improvements on the interior and exterior of the premises without the prior written consent from the LANDLORD.

17. The TENANT agrees that illegal activities will not be brought on the premise.

18. the The Tenant agrees that there is no smoking of any kind including but not limited to cigarettes, cannabis, vapor products allowed on the premises. Tenant acknowledges that by breaching this non-smoking clause, Tenant shall be liable for all physical damages and damages caused by the smoke/vapor odour, which include replacing porous and non-porous finishes throughout the unit. Tenant acknowledges that breaching this non-smoking clause may cause eviction and /or significant penalties.

18. The Tenant agrees that the Landlord or his Agent may show the property to any prospective Purchasers/Tenants during the 60 days prior to the expiration of the leasing agreement, provided that the Landlord or his Agent has given reasonable notice and that the showing is arranged for a time mutually convenient to all parties.

19. The Tenant shall not make any interior changes to the premises without the approval of the Landlord.

20. The Tenant warrants that there will be no pets allowed in the premises

21. The Tenant hereby acknowledges and agrees that the leased premises can only be used as a single residential dwelling, and the Tenant agrees not to carry upon the premises for any business uses or uses that may be deemed a nuisance or by which the insurance on the premises will be increased or uninsurable.

22. Upon acceptance of this offer by the Landlord, this agreement shall become firm and binding and shall constitute the actual lease.

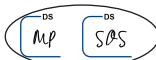
23. The Landlord warrants that the premise is to be professionally cleaned prior to the tenant's occupancy. The Tenant warrants that upon termination of the said lease, the premise is to be professionally cleaned.

24. The Tenant warrants that TV wall mounts are not allowed in the premise and TV will not be mounted in the premise.

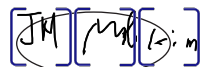
25. The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

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

INITIALS OF TENANTS:



INITIALS OF LANDLORD(S):



Form 401

for use in the Province of Ontario

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

TENANT: MARTIN PEMBROKE & SIOBHÁN JOSEPHINE O'SULLIVAN, and

LANDLORD: Ji Hye Min, Kyoung Hwa Min & HONG HEE KIM

for the lease of #2616, 98 LILLIAN ST, TORONTO, ON, M4S0A5

dated the 1ST day of OCTOBER, 20 20

The parties to this Agreement to Lease hereby acknowledge and agree that Royal LePage Signature Realty (the "Deposit Holder") shall place the deposit in its interest bearing real estate trust account, which earns interest at Prime minus 2% per annum. Any interest accrued on said deposit, in excess of \$100.00 ("Administration Fee"), shall be paid to the Buyer 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 \$50.00 to the Landlord for any dishonoured deposit cheque paid to the company.

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.

In accordance with the Federal Privacy Act (PIPEDA), the Tenant and Landlord consent to the publication of information pertaining to the sale of this property upon the acceptance of the agreement of Purchase and Sale. 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 Seller or Buyer.

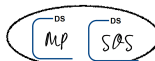
Due to the known health risks of exposure to second-hand smoke and the damages that may be caused by growing marijuana or cannabis plants, increased risk of fire and increased maintenance costs:

- (a) No Tenant, resident, guest, invitee or visitor shall smoke Marijuana or other tobacco cigarettes, cigars, electronic cigarette or any similar product whose use generates smoke or vapours within the building and the Leased Premises.
- (b) "Smoking" shall include inhaling, exhaling, burning or carrying of any tobacco or electronic cigarette or similar product whose use generates smoke or vapour.
- (c) No Tenant shall grow any Marijuana, Cannabis or similar plant in any part of the Leased Premises.

Continued on next page...


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

INITIALS OF TENANTS:



INITIALS OF LANDLORD(S):



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Schedule B Agreement to Lease – Residential



Form 401

for use in the Province of Ontario

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

TENANT: MARIN PEMBROKE & SIOBHÁN JOSEPHINE O'SULLIVAN and

LANDLORD: Ji Hye Min, Kyoung Hwa Min & HONG HEE KIM

for the lease of #2616, 98 LILLIAN ST, TORONTO, ON, M4S0A5

..... dated the 1ST day of OCTOBER, 2020

The Tenant acknowledges and agrees, as a fundamental term of this Agreement that no Cannabis shall be grown or cultivated or distributed at any time, by the Tenant or permitted in the Leased Premises. The Tenant acknowledges that the prohibition on Cannabis Cultivation and distribution in the Leased Premises is based on concerns expressed by the Landlord on their behalf and on behalf of other tenants, if applicable, about excessive electricity consumption, excessive humidity levels resulting from the activity which, in turn, can produce mold; concerns about security at the Leased Premises; all of which are associated with the presence of Cannabis growth in the Leased Premises. The Tenant accepts and agrees that the Landlord's health, safety and property concerns described herein are appropriate and that if the Tenant or a person permitted on the Leased Premises breaches the prohibition on Cannabis cultivation and distribution, such breach shall be deemed to be a substantial interference with the reasonable enjoyment of the residential complex by the Landlord and other tenants and a substantial interference with the lawful interest of the Landlord and the other tenants of the Residential Complex and as such, will be grounds for termination of the Tenancy pursuant to the Residential Tenancies Act.

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

INITIALS OF TENANTS:

INITIALS OF LANDLORD(S):

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Royal LePage Signature Realty

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