

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:, and

LANDLORD:

for the lease of

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

The parties to this Agreement to Lease hereby acknowledge that the Deposit Holder shall place the deposit in trust in its non-interest bearing, real estate trust account and no interest shall be earned, received, or paid on the deposit.

The Parties to this Agreement acknowledge that real estate Broker(s) so named in this Agreement has recommended that the Parties obtain independent professional advice prior to signing this document. The Parties further acknowledge that no information provided by such real estate Broker(s) is to be construed as legal, tax or environmental advice.

For all purposes of this agreement, the terms "banking days" or "business days" shall mean any day, other than a Saturday, Sunday, or Statutory Holiday in Ontario.

Unless otherwise stated in this agreement, the chattels (if any), which are included in the Lease price are being Leased in "as is condition" without warranty.

The Tenant agrees to provide a CERTIFIED DEPOSIT CHEQUE or BANK DRAFT or WIRE TRANSFER, payable to Save Max Durham Realty, to be held in trust, within ONE (1) business day of the time registered in the Confirmation of Execution in the Agreement to Lease or as otherwise state in the Agreement to Lease.

The Tenant and the Landlord agree and/or acknowledge that all measurements and information provided by Save Max Durham Realty on the MLS listing, feature sheets and any other marketing materials for the subject property, have only been obtained by the sources deemed reliable. However, they have been provided for information purposes only and as such Save Max Durham Realty, does not warrant their accuracy. The Buyer is advised to verify any measurements or information upon which he/she is relying.

In accordance with the Federal Privacy Act (PIPEDA), upon the fulfillment of all conditions of the attached agreement, all parties to this transaction consent to the publication and distribution of the lease price of the property. The listing broker and their sales representative are authorized to advertise and disclose the Lease price to other realtor's and to public, while conducting and promoting their daily Real Estate Activities, provided that the Landlord and/or the Tenant(s) name not specifically disclosed.

The Landlord and Tenant hereby consent to the Listing Brokerage advertising or otherwise marketing the subject property before or after the completion or expiry of this transaction, if any. The Seller and Tenant acknowledge this permission includes but is not limited to the use of photographs of the subject property, the sale price, or the percentage of list to sale price of this Agreement.

The Tenant(s) acknowledge that the existing basement apartment (if any) does not meet the municipal zoning code, the fire safety code, and the hydro retrofit requirements set out in the PIRC Marshal Act the Tenant(s) further acknowledge that the Landlord(s) and Listing Brokerage are not making any representation or warranty in this regard. The Tenant agrees to release and hold the Landlord Listing Brokerage and Cooperating Brokerage harmless from any liabilities arising from the Tenant use of the subject property.

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

INITIALS OF TENANT(S): 

INITIALS OF LANDLORD(S): 



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