

# AMACON

DEVELOPMENT  
(CITY CENTRE) CORP

July 24, 2017

1205 - 265 ENFIELD PLACE  
MISSISSAUGA, ONTARIO  
L5B 3Y7

Dear LUAY SARTAWAI,

We have received evidence that you have entered or are in the process of entering into subleasing arrangements during occupancy for your Unit without Vendor's consent and contrary to the terms of the Agreement of Purchase and Sale. Enclosed is a copy of a Lease Agreement. We have no record of a request made by you to us for consent to sublicence the use of the Unit during occupancy. Consequently, you are in default of the terms of the Agreement and we require you to remedy this default within five (5) business days.

Furthermore, this action without our consent effectively disqualifies you from receiving the benefit of the GST/HST Rebate credit on final closing. Accordingly, you will be charged the equivalent value of the Rebate amount on final closing regardless of whether you remedy the default within the required five (5) business days. We reserve all rights available to us under the Agreement and at law to enforce the Agreement terms.

This letter is being sent without prejudice to our rights as Vendor under the Agreement of Purchase and Sale. We remind you that you remain fully responsible at all times for all obligations of the purchaser under the Occupancy Licence attached as Schedule C to the Agreement of Purchase and Sale and all other provisions of the Agreement of Purchase and Sale. The right to use the Unit during occupancy is a personal licence for use granted to the named purchaser under contract when not in default, and grants no tenancy rights whatsoever. We will continue to reserve all rights available to us as Vendor both at law and under the Agreement of Purchase and Sale to enforce the Agreement and Occupancy Licence, in particular should the default not be remedied to our satisfaction within the said five (5) business days.

As a further consequence of your default, you will also be charged the administrative fee on final closing in the amount of \$1500.00 plus HST, which represents our fee payable to obtain our consent to sublicence the use of the Unit during occupancy.

We strongly recommend you bring the foregoing to the attention of your solicitor.

Yours very truly,

AMACON DEVELOPMENT (CITY CENTRE) CORP.

This Agreement to Lease dated this 9th day of May, 2017.

TENANT (lessee) Sathnam Kaur Bedi \_\_\_\_\_, age \_\_\_\_\_

LANDLORD (lessor) LUAY SARTAWI \_\_\_\_\_, age \_\_\_\_\_

ADDRESS OF LANDLORD 4011 Brickstone Meiva Mississauga Ontario L5R 0J7 #3403

full legal name of landlordlegal address for the purpose of receiving notices

The Tenant hereby accepts these 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 intent written, we, the Tenant hereby offer to lease premises known as 4011 Brickstone Meiva Mississauga Ontario L5R 0J7 #3403.

2. TERM OF LEASE: The lease shall be for a term of 1 year, commencing May 15, 2017.

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 Five Hundred Eighty Canadian Dollars (C\$1,580.00), 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 PREPAYMENT: The Tenant delivers, Upon Acceptance [initials], Open acceptance of alternative deposit in the Agreement by negotiable cheque payable to WEST 100 METRO VIEW REALTY LTD., BROKERAGE "Deposit Holder" in the amount of Three Thousand One Hundred Sixty Canadian Dollars (C\$3,160.00), 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 renewed, 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 if the Deposit Holder's nonresident bearing Real Estate in a Account and no interest shall be earned, received or paid on the deposit.

5. USE: The Tenant and Landlord agree that unless otherwise agreed in writing, only the Tenant named above and any person named in a Rental Application submitted prior to this Agreement will occupy the premises.

Premises to be used only for Single Family Residence.

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"/>	Condensation/Cooperative fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input checked="" 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 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 Student, Tenant will pay to the Landlord a sum sufficient to cover the amount of the Separate School Tax over the Public School tax for a term of 1 calendar year, and will be deducted on the last rent for the current year, and to be payable in equal monthly installments in addition to the amount mentioned herein, provided however, that the full amount shall become due and payable on demand on the Tenant.

(INITIALS OF TENANT): *SK*(INITIALS OF LANDLORD): *ES*

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www.remaxsystems.com

**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 A, A2.

**10. REVOCATION:** This offer is off or revocation by Tenant/Landlord was 55 PSA sign/pur. on the 10th May.

day of May, 2017, 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 (Broker's Brokerage) has been elected as a management 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 (double 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, ruling, decree or provision for service and to be in writing, in addition to any provision contained herein and in any Schedule, is to offer any counterparty, notice of acceptance hereof or any notice to be given or received pursuant to this Agreement or any Schedule, to whom form of their "Document" may be deemed given and received when delivered personally or by email directed to the Address for Service specified in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to the telephone number or email address, respectively, in which case, the documents of the party (noted and) be deemed so as agreed.

FAX No.: (905) 238-0020

For delivery of Documents to Landlord:

Email Address: DONALD.PEDERSON@GMAIL.COM

For delivery of Documents to Tenant:

Email Address: PAUL.DONALDSON12@YAHOO.CA

For delivery of Documents to Broker:

**12. EXECUTION OF LEASE:** It is known that is known by the Landlord on the Landlord's standard form of lease, and shall include the provisions contained herein and in any attached schedule, and shall be executed by both parties before payment of the premium to give this Leasehold at all provide the Tenant with information relating to the rights and responsibilities of the Tenant and operation of the rules of the Landlord and Tenant Board and how to contact the same. Information for new leases to be made available by the landlord and Tenant Board and available at [www.toronto.ca](http://www.toronto.ca)

**13. LANDLORD:** The Landlord shall have the right of reasonable times to enter and show the leased 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 leased premises.

**14. INSURANCE:** The Tenant agrees to obtain and keep in full force and effect during the entire period of the tenancy and any renewed 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 that the Landlord is making, in the event that such insurance is canceled or otherwise terminated.

**15. RESERVENCY:** The Landlord shall have the right to repossess the Tenant in writing. In the event the Landlord, s. of the time of entering into this Agreement, or, thereafter during the term of the tenancy, a non-resident of Canada as defined under the Income Tax Act, RSC 1985, c. T-2A 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.

**16. 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, in the letting, selling or leasing of the premises or the real property, or making with or in use of personal information on the Landlord and/or agent of the Landlord during appropriate.

**17. 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 version hereof), the added provision shall supersede the standard 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 the Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

**18. FAMILY LAW ACT:** Landlord we, hereby, that spouses' consent is not necessary to this transaction under the provisions of the Family Law Act, 2006, O.1996, unless the spouse of the Landlord has assumed the consent hereinafter provided.

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

INITIALS OF TENANT(S): DS

INITIALS OF LANDLORD(S): PSA

1. I am the Landlord. I am/AM NOT the Agent for the Landlord and Tenant.  
2. I am not a Real Estate Agent or "TENANT". All that is necessary. My home was registered for CSA to my agent and no reduction of rent will be made to me by my agent. I am/AM NOT the Agent for the Landlord and Tenant.  
3. I am not a Real Estate Agent or "TENANT". All that is necessary. My home was registered for CSA to my agent and no reduction of rent will be made to me by my agent. I am/AM NOT the Agent for the Landlord and Tenant.

20. SIGNING AND EXECUTION: This agreement and acceptance thereof shall constitute a binding agreement by the parties to enter into the lease of the premises and to oblige by the terms and conditions herein contained.

SIGNED, SEALED AND DELIVERED in the presence of:

Witness	P. Desl	IN WITNESS whereof I have hereunto set my hand and seal: <b>Gouss</b> (Name or Authorized Representative)	DATE May 09/2017
Witness		For & On Behalf of Authorized Representative Signature _____ (Name) _____	DATE _____
Witness		For & On Behalf of Authorized Representative Signature _____ (Name) _____	DATE _____

We/1 the landlord hereby accept the above offer, and agree that the commission together with applicable HST (and any other tax or may hereafter be applicable) may be deducted from and account and further agree to pay any remaining balance of commission forthwith.

SIGNED, SEALED AND DELIVERED in the presence of:

Witness	C. L. A. Z.A.	IN WITNESS whereof I have hereunto set my hand and seal: <b>C. L. A. Z.A.</b> (Name or Authorized Representative)	DATE May 10, 2017
Witness		For & On Behalf of Authorized Representative Signature _____ (Name) _____	DATE _____

SPOUSAL CONSENT: "I understand spouse of the Landlord hereby consents to the provision evidence which pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incident documents to give full force and effect to the sole enclosed herein."

Witness \_\_\_\_\_ Spouse \_\_\_\_\_ DATE \_\_\_\_\_  
CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I accept this Agreement with all changes both typed and written and made acceptance by all parties at: \_\_\_\_\_ o'clock this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Signature of Landlord \_\_\_\_\_ Date \_\_\_\_\_

INFORMATION ON BROKERS/AGENTS			
Using Brokerage: WEST-100 METROVIEW REALTY LTD., BROKERAGE	Tel No.: 905-423-8336	OMAR KANAAN SHAATH, Salesperson	Salesperson / Broker Name
Coop/Tenant Brokerage: Century 21, Leading Edge Realty Inc.	Tel No.: 905-405-8484	Parasjot Dhillon	Salesperson / Broker Name

ACKNOWLEDGEMENT: I acknowledge receipt of my signed copy of this accepted Agreement or lease and I authorize the Brokerage to forward a copy to my lawyer.  
**Gouss** DATE May 09/2017

Rentals:	DATE _____	Rentals:	DATE _____
Address for Service: 4011 Brickstone Mews Mississauga, On	Tel No. _____	Address for Service:	Tel No. _____
consid're a Lawyer:	Address:	consid're a Lawyer:	Address:
Email:	FAX No.:	Email:	FAX No.:

FOR OFFICE USE ONLY:	
COMMISSION TRUST AGREEMENT	
I, <b>Gouss</b> , declare that I am the lessee under the foregoing Agreement to Lease. In consideration for the foregoing Brokerage services and the foregoing Agreement to Lease, I hereby declare that all monies received or payable by me in connection with the transaction as contemplated in the <b>Ontario Real Estate Board's Residential Tenancy Agreement</b> as defined in the MLS Rules that shall be subject to and governed by the MLS Rules pertaining to Commission Trust. DATED on 10th the day of May, 2017, at Mississauga, Ontario, Canada, by <b>Gouss</b> . Administrator: <b>P. Desl</b> Authorized to sign the foregoing instrument Administrator: <b>P. Desl</b> Authorized to sign the foregoing instrument	

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This Schedule is attached to and forms part of the Agreement to Lease between  
**TENANT (lessor)**, Saboor Kaur Bedi, and  
**LANDLORD (lessee)**, LUAY SARTAUDI  
 for the term of 4011 Brickstone Mews Mississauga Ontario L5B 0J7 #3403  
 dated the 20th day of May, 2017.

Tenant and Landlord agree that an accepted Agreement to Lease shall form a completed lease and no other lease will be signed between the parties.

The tenant agrees to pay for all damages to the property caused by willfully, accidentally or by neglect, weather caused by themselves or by invited or uninvited visitors of the tenants. Natural disasters excepted.

The tenant for safety reasons is responsible for keeping the kitchen stove and oven clean and lint trap for the dryer clear.

The tenant agrees and understands that they are not permitted to sublet the property during the term of the lease without the approval of the landlord/owner.

The tenant agrees to allow the landlord access to the property bi-weekly, provided that at least 12 hours notice has been provided, for the purpose of inspecting the property.

The tenant agrees and understands that only those stated in this agreement to lease are permitted to reside at the property, unless otherwise approved by the landlord/owner.

The tenant agrees to inform the Landlord of all damages and worn or non-working aspects of the property [Leaky taps, faulty appliances, clogged drains, etc.] as soon as possible and allow entry to service personnel and landlord/owner when they are available.

The tenant shall ensure that all smoke and carbon monoxide detectors located in the property are fully functioning at all times and replace the batteries (if applicable), when needed, at their own expense.

The tenant shall keep the property (including the grounds) clean and free from refuse and in good repair.

The tenants are responsible for obtaining insurance for the contents of the property (personal possessions).

The tenant agrees to respect the neighbor's right to peace and privacy at all times both day and night.

The tenant agrees never to engage in any illegal activities in or on the property.

The tenant agrees to pay a fee of \$45 for each and every NSF or dishonored cheques.

The tenant agrees that they are not permitted to keep any pets in the or on the premises nor are they permitted to smoke in the premises during the term of the lease.

This form must be handwritten in pen prior to the Agreement to Lease.

Continued on next page...

INITIALS OF TENANT/LESSEE: SL

INITIALS OF LANDLORD/LESSOR: JS

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copy OFFER 2017 by  Rampage Systems Corp.  
www.Rampage.ca

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

**TENANT (Lessee):** Sunita Kaur Dedi, \_\_\_\_\_, and

**LANDLORD (Lessor):** 6444 SARTA LANE

for the lease of 4911 Brickstone Views Mississauga Ontario L5B 0J7 #3403

dated the 9th day of May 2017.

Tenant agrees not to make any decorating changes to the premises without the express written consent of the Landlord or his authorized agent.

The tenant acknowledges that any false information provided to the landlord on their rental Application, employment information, including job letters, bank statements, I.T.S., ect, shall be considered grounds for the landlord to terminate this agreement to lease immediately.

The landlord represents and warrants that the appliances will be in good working order at the commencement of the lease term. If the tenant agrees to maintain the said appliances in a state of ordinary cleanliness at the moments cost and any non-payment for the same shall constitute breach of this lease agreement entitling the landlord to exercise their remedies.

The tenant acknowledges that the following will be left at the property for their use and enjoyment: Fridge, stove, washer, dryer. All electric light fixtures.

OS - Tenant to provide content Insurance.

OS - The first \$500 of all service calls to be covered by tenant, balance to be covered by Landlord.

OS/OS - \$300 deposit from tenant to landlord for key deposit.

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

INITIALS OF TENANT: *SK*

INITIALS OF LANDLORD: *J.P.R.*

On behalf of the lessor, the lessor's broker and the lessor's agent are connected by The Computer Box Inc.  
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