

1. These building rules and appendices A, B, C and D form an integral part of the lease.

## 2. BUSINESS ACTIVITIES

No business activity of any kind shall be conducted from the leased premises without the landlord's prior written consent.

## 3. COMMON AREAS

### 3.1 ALCOHOL

Alcoholic beverages are not permitted in the common areas (indoor or outdoor) without the landlord's prior written consent.

### 3.2 LOITERING AND PLAYING

Tenants shall not allow children to play in the hallways, staircases or entrances. No loitering is permitted in the indoor and outdoor common areas of buildings administered by the landlord.

### 3.3 SMOKING AND ELECTRONIC CIGARETTES

Cigarette or electronic cigarette smoking is not permitted in the indoor common areas or within five (5) metres of the building's main and secondary entrances. Under the *Tobacco Act*, smoking is prohibited in the common areas of residential buildings.

### 3.4 AIR FRESHENER

No air freshener shall be installed in the common areas.

## 4. PEDESTRIAN WALKWAYS

In order to protect pedestrians on the site, motorcycles, scooters, bicycles and skateboards are prohibited on building sidewalks.

## 5. PETS

The *Regulation on Ownership and Keeping of Pets* is set out in Appendix A.

## 6. WILD ANIMALS

Tenants shall not feed pigeons, gulls, squirrels or other wild animals on building grounds.

## 7. SATELLITE DISHES

Satellite dish installation is subject to the *Regulation on the Installation of Satellite Dish*, set out in Appendix C.

## 8. COOKING APPLIANCES

No barbecues, hibachi grills or other smoke-emitting items that pose a fire hazard are permitted on balconies or patios and may only be used in areas designated by the landlord, if applicable.

Barbecues are permitted in maisonettes with an enclosed yard.

## 9. HOUSEHOLD APPLIANCES

Dishwashers, washing machines and dryers are prohibited except in dwellings specifically equipped for their installation.

## 10. LIABILITY INSURANCE

Tenants are strongly encouraged to have liability insurance of at least \$1,000,000 for the term of their lease and any renewals. Tenants living in affordable housing (LAQ) must have insurance.

## 11. BALCONY

Balcony privacy screens, mesh and panels are not permitted. Christmas lights and decorations are permitted from December 1 to January 15. Natural Christmas trees are not permitted inside or outside the building.

Tenants living in a dwelling with a private balcony must clear the balcony of snow no later than the day after the snowfall. For safety reasons and to maintain them in good condition, balconies must be free of clutter at all times.

Tenants shall not paint their balconies or their wood or wrought-iron railings, or the building's interior and exterior brick walls.

## 12. ACCESSORY BUILDINGS

Tenants shall not erect any shelter, garage, tent, canvas cover or accessory building without the landlord's prior written consent.

## 13. HEATING

Space heaters are not permitted in the leased premises without the landlord's prior written consent. Windows must be kept closed during the heating season.

## 14. KEYS

At the time of rental, tenants are provided with two non-duplicatable keys, which must be returned at the end of the lease. The cutting of additional keys are at the tenant's expense. The work billing policy is set out in Appendix D.

Locks shall not be altered or changed without the landlord's prior written consent. If a change is approved, the tenant shall assume the cost and provide the landlord with a copy of the key within 24 hours of changing the lock. The same applies in cases where an additional lock is installed.

## 15. FENCE, PATIO AND PERMANENT INSTALLATIONS

Tenants shall not install a fence, build a patio or add any permanent installation without the landlord's prior written consent. Before the written consent is given, the tenant must provide the landlord with the plan and the materials to be used for approval purposes.

## 16. AIR CONDITIONER

Tenants may install a window air-conditioning unit provided they first submit a request to the landlord, assume the cost of installation and use, and follow the landlord's instructions for use. Changes to existing electric circuits and wiring are not permitted. Drilling or piercing the window frame is strictly prohibited.

The unit must be securely installed and its installation must be approved by the landlord beforehand. A/C units may not be left in the window year round; they shall not be installed before May 1 and must be removed by October 15 of each year.

Not all windows are suitable for a conventional A/C unit; in such a case, a floor unit must be used.

Window A/C units must not exceed 10,000 BTU, must be equipped with a drip pan, and can only be installed in a suitable window or in the opening provided for this purpose. Any space not taken up by the unit must be blocked with Plexiglas.

## 17. CONSTRUCTION – REPAIRS

### 17.1 RESPONSIBILITY

Tenants are responsible for ensuring that any person living with them or who they allow into the building complies with these rules. Tenants are responsible for any damage caused by such person's negligence and the resulting repair costs. The tenant shall pay such costs upon receipt of a bill from the landlord.

**17.2 WORK ON THE BUILDING**

Painting, drilling or alteration of any kind of the building's walls, cladding or outside surfaces is strictly prohibited.

In this regard, tenants shall not do any work that might damage or temporarily or permanently change the exterior or interior appearance of the building or their dwellings without the landlord's prior written consent.

If the tenant and/or any person for whom the tenant is responsible makes an unauthorized change or causes damage to the building, the tenant shall be held liable and have to promptly make and/or pay for the repairs or restoration. The *Work Billing Policy* is set out in Appendix D.

**17.3 WORK INSIDE THE DWELLING**

Any authorized change to the dwelling (ceiling, wall, partition, cabinet, plumbing, electricity, balcony, floors, doors, etc.) becomes the landlord's property and shall remain in the dwelling after it is vacated by the tenant.

**18. CLOTHESLINE**

Clotheslines shall not be installed without the landlord's prior written consent. Clotheslines are only permitted in maisonettes (except for the Bord-de-l'eau real-estate complex) and are strictly prohibited in any other type of housing.

Fold-away drying racks may be used on balconies and patios but must be removed after each use.

**19. SMOKE DETECTORS**

Smoke detectors must be functional at all times. Tenants are responsible for replacing, purchasing and installing the batteries in their smoke detectors once a year.

**20. MAISONETTES**

Tenants living in maisonettes are responsible for maintaining the gardens, lawns, courtyards, sheds, sidewalks and/or balconies adjacent to their dwellings. Tenants must clear the snow from their sidewalks and balconies no later than the day after a snowfall.

**21. HAZARDOUS MATERIALS**

Tenants shall not use or keep in a dwelling or storage space inside the building, flammable, combustible or hazardous materials (propane gas tanks, gas-powered motors or equipment, containers filled with gas, ammunition or other items).

**22. GARBAGE**

Tenants shall not:

- i) store garbage on balconies;
- ii) leave garbage in the hallways, entrances, common areas, courtyards or parking areas or next to the dumpsters.

**23. PAINT AND WALLPAPER**

**23.1** Only surfaces already painted inside the dwelling may be repainted.

**23.2** Only wallpaper trim is permitted and must be removed when vacating the dwelling.

**23.3** The installation of self-adhesive paper is strictly prohibited.

**23.4** Dark colours are permitted provided they are covered with a primer coat when vacating the dwelling.

**24. POOL AND HOT TUB**

Pools and hot tubs are not permitted on the grounds. Wading pools are permitted but must be emptied and stored in a safe location at the end of the day.

**25. DOORS - DWELLINGS**

Tenants are responsible for keeping their entrance doors clean.

In the interest of privacy, tenants must keep their apartment doors closed at all times.

**26. DOORS AND WINDOWS - COMMON AREAS**

Doors and windows in the common areas must not be left open.

Any tenant who leaves the doors or windows open in the common areas will be held responsible for any damage to the building or to other tenants' property. Such tenant may also be required to pay for the extra heating cost incurred by the landlord.

**27. COMMON ROOMS**

The common rooms are the landlord's property. Any activity must be conducted without disturbing other tenants. Noise in the common rooms shall cease at 11:00 p.m. and the rooms shall be cleaned after use. Associations may reserve the rooms but may not rent them out for money.

The common rooms are used or available for use according to the following priority:

- ✓ Landlord's needs
- ✓ Activities of the recreation committee or building association
- ✓ Activities open to all tenants
- ✓ Activities open to a certain group of tenants
- ✓ Private tenant receptions with a reservation
- ✓ Activities of other organizations that meet needs
- ✓ Activities of other organizations that meet specific tenant needs
- ✓ Special events.

**28. SAFETY - FIRE - EMERGENCY EXITS**

For everyone's safety, common room doors must be closed and locked at all times. Exits and common areas must not be obstructed at any time. The landlord reserves the right to remove any obstruction at the tenant's expense.

Tenant must advise the OMHL of any change in occupant mobility or of any change requiring special measures in case of evacuation.

**29. PARKING**

Tenants wishing to use a parking space must submit a request to the landlord and pay the additional fee indicated in the lease. The parking rules are set out in Appendix B.

**30. CANNABIS**

It is strictly forbidden to smoke cannabis. This prohibition applies for the interior and exterior areas of the building including inside the apartment, all grounds (with the exception of areas that could be designated), balconies, terraces and common areas.

**31. NO SMOKING**

It is strictly prohibited to smoke any product in the interior and exterior areas of the building including inside the apartment, all grounds (with the exception of areas that could be designated), balconies, terraces and common areas.

**UNDERTAKING**

The tenant acknowledges having read these rules and agrees to abide by them.

**In witness whereof, we have signed on:**

**Tenant:** \_\_\_\_\_

**Landlord's representative:** \_\_\_\_\_

Ratified by the Board of Directors: March 28, 2019

## Annex A: Regulation on ownership and keeping of pets

Lessee may keep a pet if the following rules are followed:

1. The pet's owner must comply with all the provincial or municipal requirements regarding vaccination, pet licence registration, hygiene, noise repression and waste disposal.
2. The only pets that are allowed to this regulation are dogs, cats, birds and fish. Only one dog or one cat is allowed per dwelling (meaning one or the other).
3. When any new animal, dog or cat, arrives on the premises, lessee must notify the Office and provide the animal's description.
4. Only very small dogs (30 centimeters or 12 inches maximum and/or 17 pounds) for example: Shih Tzu, Yorkshire are allowed. . Pit Bulls are forbidden
5. Animals must always be kept on a leash or in a cage when in common areas such as: corridors, entrances and exits as well as the exterior courtyards of the building, but are prohibited in community halls and laundry rooms. These rules also apply to your visitors.
6. It is forbidden to allow an animal to defecate on balconies:
  - a) Cat: The litter box must be changed regularly and disposed in solid plastic bags. Do not throw the bag in the waste chute, to avoid any leakage or odor.
  - b) Dog: You must take your dog outdoors for its natural needs and pick up the excrements. It is forbidden to let your dog urinate on newspapers in your apartment and on your balcony, as well as on the Office's lawns (think of our children). While you are away, have someone do it for you.
  - c) Birds: Birds maximum two (2), must be kept in a cage.
7. Should an animal have fleas and should the Office call upon an exterminator to avoid the spreading of fleas in the dwelling or the building, the costs incurred will be charged to the lessee who cares for the animal.
8. Notwithstanding the terms mentioned in section 1 of the current regulation, it is forbidden to keep on the premises any animal whose screams, barks or behaviour may cause damages, affect cleanliness or safety, or prejudice other tenants' peaceful enjoyment of the building, whatever the size or the race or the animal.
9. Any damages caused by an animal being kept by a lessee will be at the lessee's expense. Lessee must ensure the Office's personnel may access the dwelling in case of emergency, without any danger. The Office will not be held responsible for the flight of an animal exiting the dwelling.

### ANIMAL REGISTRATION

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Category: Cat  Dog  Other : \_\_\_\_\_

Race: \_\_\_\_\_

Colour: \_\_\_\_\_

License number: (Dog) \_\_\_\_\_

**The following statement does not constitute an ownership authorization; the reported animal must meet the standard regulations, or legal recourse may be used by the OMHL.**

OR

**NO ANIMAL**

**I declare owning or keeping no animal.**

**I have read and agree to abide by this Annex**

**Signature :** \_\_\_\_\_ **Date :** \_\_\_\_\_

## Annex B : Parking space Lease Agreement

### 1. PARKING

- 1.1 Based on availabilities, every tenant who holds a valid driver's licence with the «Société d'Assurance Automobile du Québec », and possesses a vehicle in good working condition, registered in his/her name, may be allocated the use of one (1) parking space. We reserve the right to retrieve the parking space from a tenant who no longer owns a vehicle. The leasing rate is determined by the type of parking space used, based on the rental regulations in effect at the time of signature of the lease.
- 1.2 All authorized vehicle must bear the vignette in force, hanging from the rear view mirror in a visible manner. If not, the vehicle may be towed at the owner's expense without any further notice. Only one vignette per parking space will be handed to the tenant. In case of loss or theft, the sum of 20\$ will be required for a second vignette to be issued. *Upon departure of the tenant*, the vignette must be returned at the same time as the keys of the dwelling unit to avoid additional charges. Any change of vehicle during the course of the lease agreement must be reported to the administration to prove rightful use of the parking space.
- 1.3 A proper request must be made for any additional parking space and its rate is fixed as per the Office set rates. Neither substitution nor sublease is allowed without written authorization from the office. Any unauthorized use of parking space will be billed retroactively to the vehicle's owner or to the tenant who allowed such use.
- 1.4 Recreational vehicles, such as : caravans, trailers, all-terrain, etc., vehicles bearing no registration or in non-working condition, as well as trucks exceeding the physical limits of the parking space are not allowed.
- 1.5 The Office assigns a numbered space to the tenant and reserves the right to modify the location of the reserved space, that is to say designate another location for parking, if necessary.
- 1.6 Vehicles must be parked within the lines of the space and must not invade the neighbouring space.
- 1.7 It is strictly forbidden to park vehicles that leak oil or to perform any kind of major repairs on such vehicles. Mobil service units for car repairs are forbidden on Office lots. Any damage caused to the pavement will be repaired at the expense of the designated user.
- 1.8 It is strictly forbidden to play in parking areas.

- 1.9 Any vehicle parked in another space but the one it is assigned will be towed away at its owner's expense.

- 1.10 Visitors must be informed of the location of the parking spaces that are reserved for their use. If no visitors' space is available, they must park on the street under penalty of being towed away.

### 2. SNOW REMOVAL

- 2.1 Your cooperation is required to allow proper snow clearing of the parking areas. Snow removal is usually performed in two steps:
- 1) Opening of the traffic alleys to allow you to take out your vehicle.
  - 2) Complete clearing, later in the day.
- 2.2 Every vehicle owner must remove his/her car to allow proper snow clearing and facilitate the manoeuvring of heavy machinery. Should it be impossible to remove your vehicle, make sure to clear the snow the entrepreneur was unable to, because of your vehicle.
- 2.3 If there is no cooperation on the part of the tenant, the Office reserves the right to have the vehicle towed away at the owner's expense.

### 3. PRIORITIZATION OF THE REQUESTS

- 3.1 When the number of parking spaces is limited, requestors must register on a waiting list. Handicapped tenants (locomotion wise) have priority. Indoor parking is limited to one space per dwelling unit.
- 3.2 When all tenants who own a registered vehicle in their name have been served and parking spaces are available, priority will be given according to the waiting list, and tenants who own a secondary vehicle may obtain a second space at the « secondary vehicle » rate.
- 3.3 Afterwards, tenants who do not own a car may have access to a parking space, providing they submit the proof of residence of the vehicle's owner and that the name of the tenant appears in the vehicle's insurance policy.
- 3.4 The office may, following a one month written notice, recover parking spaces that were granted in accordance with sections 3.1, 3.2 and 3.3.

## **Annex C : Regulation on the installation of Satellite Dish**

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1. First and foremost, you must obtain authorization from the Office to install a dish. In Canada, only two service providers are authorize to offer paying services of direct satellite broadcasting: Star choice and Bell Express Vu. In addition, you must ensure that you comply with the regulations specific to your city.
2. The installation is authorized only on storied balconies and on a removable, anchorage free base for first floor.
3. Be sure you balcony faces South-East to allow proper signals pick-up; no antenna can be anchored to the wall or to the roof of the building.
4. The installation must be made to the railing using tight assembling, without any perforation, and easily removable without ca using any breakage. It is forbidden to drill holes in the railing due to the damage and safety risks it may cause should the components be weakened.
5. It is also forbidden to drill holes in the fiberglass floor due to the risk of decay of the underlying wood.
6. It is forbidden to drill out the window or door frames to reeve cable in the dwelling, it is preferable to reeve the cable between the window or door frame and the building wall, where the sealer is located.
7. All holes must be sealed with a silicone base or polyurethane tightness product that is compatible with existing building's products and materials.
8. All materials used, such as screws, bolts and anchorages, will be made of stainless steel to avoid any trace of rust. Support may be made of wood.
9. The installation works will be inspected and must have been performed according to this guideline. In default of complying with this guideline, the Office reserves the right to proceed with the removal.

## Appendix D: Work Billing Policy

### 1. PREAMBLE

These additional lease clauses fall within the landlord's mandate.

### 2. PURPOSE

The purpose of this policy is to separate the landlord's responsibilities from the tenant's.

### 3. LEGAL FRAMEWORK

These building rules are subject to the *Civil Code of Québec*, the rules and procedures of the Société d'habitation du Québec, and municipal housing health and safety bylaws.

### 4. GUIDING PRINCIPLES

Tenants are responsible for the use of the dwelling and premises made available to them. Tenants shall pay repair or replacement costs for damage caused by their negligence.

### 5. LANDLORD'S AND TENANT'S OBLIGATIONS

The landlord undertakes to provide a habitable dwelling and ensure its maintenance. Tenants shall keep their dwellings clean, allow urgent, necessary repairs, allow verification of the dwelling's condition, and not change the locks unless permitted in the general rules. At the end of the lease, tenants shall remove their furnishings and return the dwelling to its original condition. Tenants are not required to repair changes resulting from normal wear and tear or from a case of force majeure.

### 6. SERVICE LEVEL OFFERED

In the event of negligence by the tenant or in other situations, the landlord may intervene and make any repairs considered urgent. The rate schedule for work deemed urgent and resulting from tenant negligence relating to section 8 of Appendix D and the rates mentioned are those to be expected, based on the average cost of the repair. All other charges not appearing in the schedule must be supported by proof and sent to the tenant, including amounts charged for an employee or the service provider.

### 7. RATES

Urgent repairs and services		Repairs at tenant's expense
House key lost	\$27	Replacing toilet seat
Mailbox key lost	\$16	Replacing sink or tub stopper
Controlled key lost	\$27	Replacing range hood filter
Unlocking door outside regular hours	\$27	Transporting a household appliance
Broken lock	OMHL cost price	Replacing window screen (negligence)
Entry door handle	OMHL cost price	Replacing patio door screen (negligence)
Unblocking toilet	\$53	Repairing closet door
Unblocking kitchen or bathroom sink	\$53	Repairing a hole in the wall made by tenant or other occupants
Unblocking bathtub drain	\$53	Replacing a light or bulb
Replacing toilet bowl	OMHL cost price	Replacing batteries
Replacing toilet bowl and tank	OMHL cost price	
Replacing a thermal window	OMHL cost price	
Replacing patio door	OMHL cost price	
Replacing a window	OMHL cost price	
Travel cost	OMHL cost price	
<p>These rates have been indexed in accordance with the 2022 average annual Consumer Price Index (CPI) of 6.8%. The date of entry into force was set for June 1, 2023.</p>		

These rates may be indexed annually based on the Consumer Price Index (CPI).

8. The landlord must inform tenants of their recourses should they wish to contest a bill.

9. Tenants may ask the Régie du logement to rule on the merit and amounts claimed by the landlord.