

RULES AND REGULATIONS RESIDENTIAL TENANCIES

Attached to and forming part of the Tenancy Agreement dated the _____
for the Rented Premises known as _____ City of Ottawa.

1. QUIET ENJOYMENT

The Tenant, an occupant, any member of the Tenant's family, the Tenant's agents or guests, or any other person who may be permitted in or about the Rented Premises or the Landlord's Premises by the Tenant, shall not make or permit any improper noise in or about the Rented Premises or Landlord's Premises or do anything that will annoy or disturb the comfort or interfere in any way with the Landlord, other Tenants of the Landlord, or those having business with them.

- (i) In the event that the Tenant's actions or behavior in any way contravene The Human Rights Code of Ontario vis a vis discrimination or harassment of other Tenants of the Landlord or that Tenant's family, agents or guests or the Landlord's agents or employees, such contravention shall constitute sufficient cause for termination of the tenancy and the Tenant shall be responsible for all the Landlord's losses, damages, costs and expenses resulting therefrom.
- (ii) The Tenant agrees to place rugs to suppress noise that might disturb neighboring Tenants.

2. PARKING

- (i) Automobiles shall be parked only in such spaces which the Landlord may allot from time to time and the Landlord shall have the right to reassign such parking spaces from time to time as the Landlord, in its sole discretion, may determine. The Tenant shall furnish the Landlord with such information as it may require to identify the Tenant's automobile and the Tenant shall affix such identification as may be designated by the Landlord from time to time. The Landlord shall have no obligation to provide parking for more than the number of automobiles in this Tenancy Agreement.
- (ii) Any parking space allotted to the Tenant by the Landlord may be used only for the purposes of parking one automobile, which is regularly operated by the Tenant. Without limiting the generality of the foregoing, it is expressly understood and agreed that the Tenant shall not park or store on the Landlord's property any additional automobile, any automobile which has been abandoned or is inoperable or does not bear any valid license permit, and furthermore that the Tenant shall not park or store on the Landlord's property any commercial vehicle, recreational vehicle, trailer, boat or any other object.
- (iii) In the event that the Tenant contravenes any of the provisions of the above Parking Rules and Regulations, the Landlord shall have the right to remove the automobile, vehicle, trailer, boat or object, as the case may be, from the Rented Premises or the Landlord's Premises at the Tenant's risk and expense. No action shall lie against the Landlord in replevin conversion, damages or otherwise as a consequence of such removal and the Tenant shall reimburse the Landlord for any expense which the Landlord may incur in removing, storing or disposing of any automobile, trailer, boat or object.
- (iv) Neither the Landlord, his employees, nor agents will be liable for any loss or damages to any automobile or the contents thereof howsoever caused.
- (v) No repairs, cleaning, washing or maintenance to any vehicle shall be carried out on the Landlord's property.
- (vi) The repair of damage caused as a result of fluid leakage will be the Tenant's financial responsibility.

3. BICYCLE

No bicycles shall be placed, located, kept, maintained or stored on balconies, patios, or common elements. All bicycles shall be stored in the designated bicycle storage areas on a first come, first served basis.

4. FIRE

- (i) The Tenant shall not do, bring or keep anything in the Rented Premise, or permit or suffer such act, which will in any way create a risk of fire or increase the rate of fire insurance on the building or its contents.
- (ii) Propane barbecuing on balconies or making of fires shall not be permitted in or about the Rented Premises. Only electric barbecues are permitted on balconies/patios.

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5. ACCESS

- (i) The sidewalks, entry, passageways and stairways used in common, shall not be obstructed or used for any purpose other than proper access to and from the Rented Premises. Bicycles shall be kept only in areas designated by the Landlord.
- (ii) The Tenant agrees not to permit or suffer any partition or fences to be erected on, in or about the Rented Premises.
- (iii) The Landlord shall have the right to limit access to the building by delivery services.

6. PAINTING AND ALTERATIONS

- (i) The Tenant shall not permit the painting of any portion of the Rented Premises, or erect or cause to be erected any structure in, about, or upon the rented Premises, or permit or make alterations or changes in or about the Rented Premises without the prior written consent of the Landlord.
- (ii) Wallpaper shall not be installed without the prior written consent of the Landlord.
- (iii) Spikes, hooks, screws, nails, or stick-on hangers shall not be put into or upon any woodwork of the Rented Premises.
- (iv) No adhesive products or self-adhesive products shall be used within the rented Premises, including, but not limited to self-adhesive picture hangers, clothes hooks, refrigerator decorations and bathroom decals.

7. LIGHTBULBS

The Landlord shall furnish light bulbs in the fixtures installed by the Landlord at the time the Tenant takes possession of the Rented Premises, but not thereafter. Upon termination of the tenancy, the Tenant shall be responsible for ensuring that all light bulbs are in operable condition.

8. SMOKE DETECTORS

The Tenant agrees to immediately notify the Landlord in writing of any malfunction of any smoke detector supplied by the Landlord and the Landlord agrees to service same, provided, that:

- (i) The Landlord shall furnish a battery for each smoke detector requiring same, at the time the Tenant takes possession of the Rented Premises, which battery shall thereafter be replaced as needed from time to time by the Tenant.
- (ii) The Landlord shall not be responsible for servicing the smoke detectors if the malfunction is due to tampering or adjustments made thereto or removal thereof by the Tenant or his guests and the Tenant shall reimburse the Landlord for any expenses incurred for replacement or servicing of the equipment if the malfunction is so caused.

9. CARBON MONOXIDE DETECTORS

The Tenant agrees to immediately notify the Landlord in writing of any malfunction of any Carbon Monoxide Detector supplied by the Landlord and the Landlord agrees to service same, provided, that:

- (iii) The Landlord shall furnish a battery for each Carbon monoxide detector requiring same, at the time the Tenant takes possession of the Rented Premises, which battery shall thereafter be replaced as needed from time to time by the Tenant.
- (iv) The Landlord shall not be responsible for servicing the Carbon monoxide detector if the malfunction is due to tampering or adjustments made thereto or removal thereof by the Tenant or his guests and the Tenant shall reimburse the Landlord for any expenses incurred for replacement or servicing of the equipment if the malfunction is so caused.

10. WINDOWS, BALCONIES AND PATIOS

- (i) No television antenna, aerial, tower, satellite dishes or similar structure and appurtenances thereto shall be erected on or fastened to any unit or exclusive use area.
- (ii) No awnings, shades, flower boxes, aerials, or other items shall be erected over or placed outside windows, doors, balconies or patios. Balconies or patios shall not be used for the hanging or drying of clothes or for storage. No objects whatsoever shall be dropped, thrown, propelled or projected from the Rented Premises, and no Tenant shall permit or suffer such act.

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WINDOWS, BALCONIES AND PATIOS CONT'D

- (iii) The Tenant shall maintain any patio or balcony area forming part of the Rented Premises in a neat and tidy condition at all times to the satisfaction of the Landlord.
- (iv) Drapes and drapery tracks where provided by the Landlord shall not be removed.
- (v) The Tenant shall not install or permit to be installed over any windows or doors any flags, sheets, towels, metal, or other similar items, which in the sole opinion of the Landlord are detrimental to the appearance of the Rented Premises or the Landlord's Premises.
- (vi) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the owner has exclusive use. Any resident wishing to remove snow or ice from a balcony or patio shall do so in a manner that will protect the safety of persons on the ground.
- (vii) The Tenant agrees that breach of these Rules and Regulations governing windows, balconies and patios constitutes disturbance of the reasonable enjoyment of the premises by the Landlord and other Tenants of the Landlord.

11. SIGNS

No signs, advertisements or notices shall be posted or inscribed on any part of the building by the Tenant.

12. PETS

- (i) Dogs should not be left alone in rental units for long periods of time. Tenants must make certain their pets will not cause damage to the unit if left unsupervised.
- (ii) Pets must be vaccinated and regularly treated for fleas and worms (if appropriate). Tenants must provide evidence of this from their veterinarians.
- (iii) Tenants must not leave animal waste inside their properties, unless the animal is a caged pet or trained to use a litter box. Litter boxes must be cleaned regularly and the waste put in the outside garbage. Any pet waste must be removed immediately from the common areas of the complex and disposed of safely and hygienically in the garbage.
- (iv) Tenants are responsible for keeping the rental unit and the residential complex clean and free from parasites (ex: fleas).
- (v) Tenants must not keep pets they intend to breed or sell.
- (vi) Tenants who want another pet after moving in must ask for their landlord's written permission.
- (vii) Tenants with pets agree to have the carpets professionally cleaned before they move out, or pay the cost of carpet cleaning at whatever rates apply at that time.
- (viii) The Tenant shall be liable for any and all claims and actions initiated by the Landlord, another Tenant or any other person for any injury to any person or damage to any property in or about the Rented Premises as a result of the Tenant or his guests bringing any animal, bird, reptiles or pet into the Rented Premises or in or about the Rented Premises or in or about the building where the Rented Premises where the Rented Premises are situated.

13. VERMIN

The Tenant shall keep the Rented Premises free from vermin and in so doing shall procure and pay for any pest control service which may be necessary from time to time and a failure by the Tenant to comply with this provision shall be deemed to constitute a consent that the Landlord enter the Premises for the purpose of exterminating any such vermin and any costs thereof shall be payable to the Landlord by the Tenant.

14. GARBAGE

All garbage shall be wrapped in plastic or disposable garbage bags and tied and sorted if necessary and placed in the areas designated by the Landlord and at such times which it may designate, all in conformity with the Department of Health regulations and any applicable recycling regulations. It is expressly agreed and understood, however, that the garbage shall not be stored outside the Rented Premises at any time unless there are facilities designated by the Landlord for such use.

15. REPAIRS AND REPLACEMENTS

Except if repairs or replacements are required by normal wear and tear, the Tenant shall be responsible for all repairs and replacements in the Rented Premises including, without restricting the generality of the foregoing, broken glass, torn screens, damaged light fixtures, plugged toilets and plugged sink drains.

16. APPLIANCES

- (i) The Tenant shall not use any appliance including, without limiting, any dishwasher, air-conditioner, washing machine, clothes dryer, and trash compacter, without first obtaining the written consent of the Landlord and paying to the Landlord the required charge for the use thereof.
- (ii) The Tenant shall properly care for all appliances supplied by the Landlord and shall notify the Landlord in writing if such appliances require repair.
- (iii) The Tenant shall pay for any damage to such appliances. Ice shall not be scraped from any surface and electric defrosters shall not be used in any refrigerator. Plastic parts of the refrigerator shall not be subjected to water hotter than the hand can bear

17. WATER BEDS

The Tenant obtain, at this expense, appropriate liability insurance for any water bed installed in the Rented Premises and shall provide proof of same to the Landlord prior to installation of any water bed. Further, the Tenant shall be liable for all claims and actions initiated by the Landlord, another Tenant or any other person, or any injury to any person or damage to any property in or about the Rented Premises as a result of water leaking or issuing from the waterbed installed in the Rented Premises.

18. MOVING

- (i) Household furniture and effects may be removed from the Rented Premises only at such time and in such manner as prescribed by the Landlord.
- (ii) The Tenant shall not damage any part of the building or Rented Premises by moving furniture or other articles in or out and the Tenant agrees to indemnify the Landlord for any expense incurred in repairing any damage so caused.

19. LOCKS

- (i) The Tenant shall not alter or add to the locking system on any door giving direct entry to the Rented Premises without written permission by the Landlord. The Tenant hereby consents to any change of locks in the building, save that of the door giving direct entry to the Rented Premises.
- (ii) In the event the Tenant locks himself or herself out of the Rented Premises, the Landlord shall not be obligated to unlock the Rented Premises and the Tenant shall be responsible for all costs of re-entry including, but not limited to, locksmith charges, charges for damages howsoever caused, and any service charge payable to the Landlord if the Landlord agrees to unlock the Rented Premises.
- (iii) The Tenant shall pay the Landlord's replacement cost for any additional or replacement keys and entry cards.

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20. GENERAL

- (i) The Tenant shall not violate, or permit or suffer violation of any Federal, Provincial or Municipal statutes, laws, by-laws, or regulations.
- (ii) If the Rented Premises are subject to the Condominium Act, the Tenant agrees to be bound by all by-laws, rules and regulations of the condominium corporation and the said Act.
- (iii) The Tenant shall use the lawns, gardens, walks and playgrounds within the Rented Premises or the Landlord's Premises in a quiet and proper manner and with due regard to the comfort and convenience of other Tenants and shall not damage in any way the grass, shrubs, flowers or trees upon the Rented Premises or the Landlord's Premises.
- (iv) No auction, sale or garage sale shall be held in or about the Rented Premises without first obtaining the written consent of the Landlord.

21. AMENDMENTS

The Landlord shall have the right to make additional rules and regulations or amend those described herein as in the Landlord's judgement may be necessary for the safety, care and cleanliness of the Rented Premises or the Landlord's Premises and for the preservation of good order therein and the same shall be kept and observed by the Tenant.

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