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**OTTAWA-CARLETON STANDARD  
CONDOMINIUM CORPORATION  
NO. 815**

**AMENDED RULES – June 2018**

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## OCSCC 815

### RULES

The following rules made by the board of directors (the "Board") pursuant to the *Condominium Act*, 1998, as amended (the "Act") shall be observed by all owners and any other person(s) occupying the unit with the owner's approval, including, without limitation, members of the owner's family, tenants, guests and invitees.

Any losses, costs or damages incurred by the Corporation by reason of a breach of the rules in force from time to time by any owner, or by the owner's family, guests, tenants, agents or occupants of such owner's unit, shall be borne and/or paid for by such owner and may be recovered by the Corporation against such owner.

#### 1. GENERAL

- (a) Use of the common elements and units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and occupants, their families, guests, visitors, servants or agents.
- (c) No owner or occupant shall create or permit the creation of or continuation of any noise or nuisance which, in the sole discretion of the Board, may or does disturb the comfort or quiet enjoyment of the property by other owners or occupants or their families, guests, visitors and persons having business with them.
- (d) Any repairs to the units shall be made only during reasonable hours as stipulated by the Board.
- (e) 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.
- (f) The filming of any movie for commercial purposes in any dwelling or parking unit or on the common elements is prohibited except when authorized by written consent from the Board.

#### 2. PETS

- (a) No owner or occupant of a dwelling unit shall maintain, keep or shelter any animal, livestock, reptile or fowl therein, other than a household pet as herein and in the Declaration defined. For the purpose of this restriction upon the use and occupation of dwelling units, the term "household pet" shall mean a caged bird, aquarium fish, one (1) domestic cat or one (1) dog not exceeding twenty-five (25) pounds in weight (or that will not exceed twenty-five (25) pounds in weight when fully grown), with the sole exception of a guide dog within the meaning of the Blind Person's Rights Act of Ontario, which guide dog may exceed such weight limit, and unless any such household pet (including a guide dog) becomes a nuisance and causes unreasonable interference with the use and enjoyment by owners of other residential units and the common elements, in which event the Board may require the pet owner to permanently remove such pet from the property upon two weeks' written notice.

Dogs exceeding twenty-five (25) pounds in weight, in residence prior to July 1, 2009, are considered exempt (grandfathered) under this rule and are entitled to remain, provided they are duly registered with Property Management.

- (b) Any dog or cat must wear a collar with the identification of its owner.
- (c) No dangerous animal or pet shall be permitted to be in or about any unit or the common elements at any time. No breeding of pets for sale shall be carried on in the property.

- (d) No pet shall be permitted to make excessive noise, and for the purpose of this provision, "excessive noise" shall mean noise which is annoying or disturbing to any owner, but nothing herein shall restrict the discretion of the Board or Property Management.
- (e) Unless within the confines of a dwelling unit, all dogs and cats shall be leashed and under the complete control of their owner at all times, and this provision shall be applicable to the whole of the common elements, whether interior or exterior.
- (f) No pet shall be permitted to soil or damage any part of the common elements whether by waste, excrement or otherwise, and in the event of same, the owner of the pet shall make good such damage and effect the removal of waste and save harmless the Corporation from any expense in connection therewith and it is hereby understood that the minimum charge for removal of excrement from the property by the Corporation shall be \$50.00 per removal chargeable against the unit owner in whose unit the pet is resident or which unit the pet is visiting.
- (g) Anyone who keeps a pet on the property contrary to these rules (or any of them) shall within two (2) weeks of receipt of a written notice from the Board or the Property Management requesting the removal of such pet, permanently remove such pet from the property.

### 3. LEASING AND OCCUPANCY

- (a) Owners leasing their dwelling or parking units shall obtain from the tenant(s) the form attached as Schedule 1 and file an executed copy with the Board prior to the date the tenant(s) takes possession of the unit. Owners shall file with the Board either a copy of any lease of any dwelling, parking or locker unit together with a copy of each renewal or termination of same or a summary of the terms on the form required by the Act which is attached as Schedule 2. In addition owners shall supply the Board with the license number of all motor vehicles that are parking in the parking garage.  
Units shall be leased for residential purposes only. This prohibits hotel or boarding or lodging house use and any arrangement commonly known as time sharing, except in the case of visitors of owners and residents renting specifically designated guest suites. A lease or tenancy shall be for an initial term of not less than six (6) months; except that a lease may be for an initial term of less than six (6) months when it is the bona fide intention of the Owner to, upon the expiration of the term, promptly thereafter complete a sale of the unit or take occupancy of the unit. Further, owners are fully entitled to lease his or her residential unit for a single period of less than six months in any particular period of twelve consecutive months. As an example, a retired couple who choose to spend four or five months in the south could lease the unit for the period of their absence. As another example, a businessperson assigned for a three or four month contract to a location outside the city could lease his or her unit during the period of the assignment. **See also Schedule 4.**
- (b) Property Management shall not permit the use of the service elevator and staff shall not permit the use of any other elevator for the moving of furniture and household items into the building until the Corporation has received Schedules 1 and 2 completed to the satisfaction of Property Management.
- (c) Dwelling units may be occupied only by those persons registered with the Corporation in Schedules 1 or 2 as tenants or authorized occupants.
- (d) Owners shall ensure that their tenants comply with the provisions governing the use and occupation and leasing of dwelling units set forth in the Declaration and in the rules. If an owner fails to obtain the statement and covenant from the tenant in Schedule 1, any person or persons intending to reside in the owner's dwelling unit shall be considered to be an unauthorized person within the premises, and entry to the building may be expressly denied by Property Management until such person(s) and the owner have fully complied with the requirements of the Act, the Declaration and the rules.
- (e) Within twenty (20) days of ceasing to lease the dwelling and/or parking unit (or within twenty (20) days of being advised that the owner's tenant has vacated or abandoned such unit(s) as the case may be), the owner shall notify Property Management in writing that the unit is no longer rented, and the owner shall be personally responsible to the Corporation for the return of any keys, identification cards, parking garage remote control device or similar means of identification or access initially provided to such tenant, and for any costs incurred by the Corporation by reason of the owner's failure to comply with this rule.

#### **4. BUILDING SURVEILLANCE AND MONITORING**

- (a) Under no circumstances shall building access devices be made available to anyone other than the Corporation, an owner or occupant of a dwelling unit.
- (b) Building access doors shall not be left unlocked or wedged open for any reason.
- (c) No owner or occupant shall take place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the existing lock systems and a copy of each new key must be delivered to Property Management.
- (d) Residents who will be absent from their dwelling units for more than five (5) days shall advise the Concierge/Front Desk staff of their period of absence and give the name, address and telephone number of a contact person during their absence or the names of persons who will be occupying the dwelling unit in such resident's absence.
- (e) The Board shall have the authority, from time to time, to restrict the number of building access devices to dwelling unit owners, and to set policies regarding replacement of such access devices. Each owner and occupant of a unit shall abide by such policies, as set out by the Board from time to time.
- (f) Owners or occupants of dwelling units shall not tamper with or cause the in-suite surveillance and monitoring system or smoke alarms to unnecessarily activate. Any owner of dwelling unit who causes or whose occupants of the unit cause a false alarm, which alarm is monitored and recorded by the Concierge/Front Desk staff, shall pay to the Corporation an administrative charge of \$250.00 forthwith upon receipt of an invoice from Property Management, and if the invoice is not paid by the dwelling unit owner to the Corporation within 7 days, the Corporation shall be and is hereby authorized to add the administrative charge of \$250.00 to the owner's next monthly contribution toward common expenses, and such amount may be collected from the owner in the same manner as common expenses.

#### **5. CONCIERGE/FRONT DESK**

- (a) The Concierge/Front Desk staff, Doorman and any Property Management staff employed, from time to time, by the Corporation will be instructed not to allow visitors, workmen or delivery persons entry in the building unless such entry is authorized by the appropriate resident of a dwelling unit and such authorization has been communicated to the Concierge/Front Desk staff in the manner and format prescribed from time to time by the Board.
- (b) If instructed by the Board or Property Management to do so, the Concierge/Front Desk staff, when a particular resident is not in when a parcel is delivered, may accept delivery of the parcel and transport the parcel to the storage area located adjacent to the Concierge/Front Desk station and later inform the resident as soon as is reasonably convenient. The Concierge/Front Desk staff is not to accept delivery of cash, registered mail, large or heavy furniture, or anything that cannot be easily carried by one person. Any large or heavy articles such as furniture may be delivered directly to the resident's dwelling unit through the moving room to the service elevator and by the delivery personnel providing a letter of authorization to this effect, signed by the resident and left with the Concierge/Front Desk staff.
- (c) The Concierge/Front Desk staff will also be instructed to have any cars which are improperly parked on the property (including residents' vehicles) tagged and/or towed from the property.

#### **6. SAFETY**

- (a) No storage of coal or any combustible materials or offensive goods shall be kept in the units or on the common elements including firecrackers or other fireworks.
- (b) Owners and occupants shall not overload existing electrical circuits.
- (c) Water shall not be left running unless in actual use.

- (d) No barbecues may be operated on any part of the common elements including any part designated to be for the exclusive use of a unit owner, including balconies, terraces and patios except for electric or natural gas barbecues on the terraces attached to each dwelling unit on the fourth floor and on the upper penthouse floor in the building, and also except where a gas line was installed during original construction, prior to the date of incorporation of OCSCC 815.
- (e) Owners or occupants of units shall ensure that the smoke detectors in the units and the carbon monoxide detectors, if required by the Ontario Building code, are in good operating order at all times and shall not tamper with nor cause them to unnecessarily activate.
- (f) Smoking is prohibited throughout the building, including but not limited to all common element areas of the building including the parking garage, exclusive use common elements (balconies) and in units. **See also Schedule 3.**

#### 7. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property including grass, trees, shrubs, hedges, flowers and flower beds.
- (b) No building, structure, tent, enclosure, antenna or satellite dish shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements including exclusive use common elements except as permitted under the Declaration and/or by-laws of the Corporation.
- (c) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings including unit windows or common elements whatsoever except where authorized by the Board, or, in the case of the Declarant, expressly permitted under the Declaration.
- (d) The sidewalks, entries, passageways, hallways, stairwells, walkways and driveways which are part of the common elements shall not be obstructed by any of the owners or occupants or used by them for any purpose other than for ingress and egress to and from the buildings, a unit or some other part of the common elements.
- (e) No goods and chattels may be left or stored on the common elements or in any parking unit except as specifically authorized by the Declaration, by-laws and rules or by the Board.
- (f) No bicycle shall be placed, located, kept, maintained or stored in the dwelling unit or on the common elements except in the designated bicycle storage area on Level A & C in the parking garage. Bicycles shall not be taken on elevators. Bicycles must be transported to the bicycle storage area through the parking garage ramp.
- (g) Only seasonal furniture is allowed on balconies and terraces, and no umbrella's shall be permitted. No flower boxes or any other items shall be affixed to the railings. All patio furniture shall be safely secured.
- (h) The Board reserves the right to enter upon any part of the common elements designated for the exclusive use of an owner of a dwelling unit for any purpose relating, directly or indirectly, to its objects and duties including carrying out inspections, maintenance, repairs, additions, alterations or improvements to the common elements.

#### 8. DWELLING UNITS

- (a) No owner or occupant shall make any architectural, plumbing, electrical, mechanical or structural alterations in or to the dwelling unit without the prior consent of the Board, and in accordance with the Declaration and the by-laws of the Corporation.

- (b) No owner shall install curtains, drapery, vertical or horizontal blinds, wooden shutters or similar window coverings in other than an off-white or white color or alter the interior design or color of any part of a dwelling unit or balcony area where such change, alteration or decoration is normally visible from the exterior thereof.

## 9. ALTERATIONS

- (a) Owners wishing to make any alteration or change to an installation upon the common elements, a structural alteration to the unit and/or any change to the unit or to the common elements that may affect building services shall follow the procedures set forth in the Declaration and in By-law No. 3 of the Corporation and as follows.
- (b) The owner shall provide to the Corporation, in advance and at the owner's expense, upon request of the Board and prior to the work being undertaken, a certificate from a professional engineer and/or architect who certifies that all work to be carried out by the owner will be done in accordance with the plans and specifications filed with the Corporation, that the work to be carried out does not derogate in any way from the structural integrity of the building, and that the work to be carried out will not have an adverse effect upon the structure of the building, common building services, any other units or the common elements.
- (c) All hardwood, tiled or comparable hard floors in a dwelling unit, with the exception of the kitchen, entrance foyer and bathroom areas, storage and locker rooms, shall be covered by area rugs with suitable underpadding to not less than sixty-five per cent (65%) of the total floor area of the dwelling unit in order to reduce or eliminate the transmission of sound from one unit to another. Prior to an owner installing hard floor covering in the dwelling unit, the owners shall install below the hard floor covering suitable sound attenuation materials established by the Board.
- (d) All work will be completed by the owner using competent workers as expeditiously as possible, in a good and workmanlike manner and to the satisfaction of the Corporation according to the plans approved. Work will commence as soon as possible following the issuance of final consent of the Board and the alterations shall be completed as soon as possible thereafter.
- (e) Prior to the commencement of the work, the Board may, in its discretion, require the owner to furnish a security deposit in the form of a certified cheque or money order for an amount to be reasonably determined by the Board. The said deposit shall be applied to any and all reasonable legal, engineering and administrative costs including the cost of inspecting the work, and any other reasonable cost incurred by the Corporation with respect to the owner's alterations (which may include a proportionate share of the Corporation's total expenses in that regard for work which is done for the Corporation rather than merely relating to the owner's unit) and regardless of whether the other unit owners approve the proposed alterations. Should the deposit be inadequate to **fully** cover these costs, the owner shall reimburse the Corporation for all expenses incurred pursuant to this rule, failing which these costs may be added to common expenses attributable to the owner's unit, and may be collected as such.
- (f) Each unit owner who applies to the Board for approval to carry out alterations (aforesaid) and receives the Board's consent to proceed, does so at his/her own expense on the express condition and understanding that, upon being subsequently notified by the Corporation that maintenance and/or repairs must be effected which require the removal of the owner's alterations, the owner shall remove the alterations and shall be solely responsible for the full costs of replacing the alterations thereafter to the original design. Any design change will be considered a new alteration requiring the approval of the Board and the entering into of a new agreement between the Corporation and the owner. If the owner fails to remove the alteration after notification of the requirement to do so, the Corporation may remove the alterations, and the cost thereof shall be deemed to be a common expense attributable to the unit, and may be collected as such.

- (g) All work (under this section) will be carried out, with prior approval of Property Management, in a manner so as to prevent disturbance to other residents in the building, between the hours of 9:00 a.m. and 5:00 p.m. weekdays, excluding statutory holidays.
- (h) All building materials, supplies and equipment shall be transported from the moving room to the service elevator and stored in the unit, and the names and identities of all workers and other persons involved in the alterations requiring entrance to the building shall be furnished to the Concierge/Front Desk staff and to Property Management, and they shall obtain access to and from the building by means designated by the Concierge/Front Desk staff or Property Management. None of such workers or persons shall be within the building other than during the hours in which work is being carried out.
- (i) The Board, or its authorized agents, shall be permitted to inspect the work and/or alterations at reasonable intervals during working hours to ensure the work is in accordance with the approved plans. The Board, or its agents, shall also be permitted to inspect the alterations at the time of completion thereof for the same purpose or for any other purpose. The owner shall provide access to the alterations to enable such inspection to be made and further, the Corporation shall be entitled to enter the unit at any reasonable time and during any emergency, to inspect such alterations, and, if required to carry out any remedial work to protect the property, and such entry, inspection and/or remedial shall be deemed the performance of the objects and duties of the Corporation pursuant to the section 6 of the Act.
- (j) The Board, or its authorized agents, may give such orders or directions to the workers or contractor as in their opinion may be necessary or desirable, acting reasonably, to protect any common element, avoid unreasonable disruption in the use and enjoyment of any common element (including common building services) by persons entitled to such use and enjoyment, or to remedy any lack of cleanliness or to abate any nuisance or disturbance to any owner or occupant of any other unit. In the event of a breach of any term, covenant or condition herein to be observed by an owner and his or her agents, the Board or its agents, shall have the right, at any time, to order the work to cease, and in such event, the owner shall have no recourse against the Board, its agents or the Corporation for any damage directly or indirectly suffered by the owner by the reason of the giving of any such order or direction.

#### **10. MOTOR VEHICLES, PARKING AND PARKING UNITS**

- (a) No parking unit or space shall be used for any purpose other than to park one operable passenger vehicle that is either a private passenger automobile, station wagon or sports utility vehicle. Motorcycles may be parked in front of the vehicle (at the wall) in the parking space, provided that this does not result in the encroachment of areas outside the parking space or the hindering of an adjacent space user's ability to park, enter or exit their vehicle. Motorcycles are required to park on a pad approved by the Property Management so as to ensure that the floor is not damaged. Motorcycle kickstands can cause damage to the parking garage traffic topping and membrane; costs of repairs for any and all damages will be charged back to the parking unit owner. No propane vehicles are allowed.
- (b) No repairs, lubrication or oil change shall be made to any motor vehicle on any part of the common elements or on any parking unit. No batteries, electric cars, tools, or other items shall be plugged into electric outlets on any part of the common elements, including any part of the parking garage.
- (c) No car washing shall be permitted on any parking unit or in any part of the common elements, except for the designated car wash bay.
- (d) No motor vehicle shall be driven on any part of common elements at a speed in excess of the posted speed. Except where otherwise posted, the fixed speed limit for motor vehicles or bicycles on the common elements shall be ten (10) kilometres per hour.
- (e) Except as aforesaid, no person shall park a motor vehicle on any part of the common elements. Without limiting the generality of the foregoing no person shall park on a driveway, fire zone, delivery or garbage pick-up areas, areas designated by the Board as posing a security risk, or on any parking unit or space other than a parking unit or space which such owner or occupant owns or leases.

- (f) Drivers shall turn on their headlights when entering or driving within the parking garage.
- (g) In the event of a mechanical breakdown of a motor vehicle, the owner of such vehicle shall push the vehicle out of any right-of-way and notify the Concierge/Front Desk staff immediately of the breakdown, and remove the motor vehicle as soon as a tow truck can be obtained.
- (h) No unit owner or occupant shall install, or cause or permit to be installed an enclosure of any kind whatsoever upon a parking unit.
- (i) All moving vans and delivery vehicles are required to register with the Concierge/Front Desk staff the following information:
  - (i) Driver's name and company;
  - (ii) License plate number;
  - (iii) Name of resident and apartment for delivery;
  - (iv) Arrival and departure time.
- (j) Where an owner or occupant's vehicle damages, by oil staining or otherwise, the surface of a parking unit or any common elements, the owner of such unit shall reimburse the Corporation for the cost of removing any such stain and/or restoring the surface of the parking unit caused by such damage.
- (k) Each owner or occupant of a parking unit shall provide the Corporation with the license numbers of all motor vehicles driven by such owner or occupant of that particular unit. The registry of such numbers shall be used only for the conduct of the Corporation's business.
- (l) Two of the parking units shall be designated for persons with a disability (hereinafter, the "Disabled Parking Units") and shall be subject to the following regulations:
  - (i) In the event that a "disabled person" as defined in the regulations promulgated pursuant to the *Highway Traffic Act*, R.S.O. 1990 c.H.S, including a person whose license plate incorporates the international symbol for the disabled, purchases or leases a residential unit and a parking unit which is not designated for the disabled, the owner or any person occupying a Disabled Parking Unit shall (if not disabled), upon "notice from the Corporation and at the request of the disabled person, exchange the legal ownership of the Disabled Parking Unit with the disabled person for the parking unit which was purchased or leased by the disabled person.
  - (ii) When a disabled person requests the transfer of the legal ownership for the Disabled Parking Unit, the Corporation shall forthwith notify the owner of and any person occupying the Disabled Parking Unit and the owner and/ or occupant shall complete the legal documentation within fourteen days of the notice provided said owner or occupant is not disabled.
  - (iii) No rent, charges, fees or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with the transfer of title to the Disabled Parking Unit, each owner bearing their own costs.
  - (iv) No other owner or his guests or tenants, may occupy a Disabled Parking Unit.
- (m) No person shall park a motor vehicle in contravention of these Rules in default of which such person shall be liable to be fined or to have such motor vehicle towed from the property under municipal by-laws, in which event the Corporation and its agents shall not be liable for any damage, costs or expenses howsoever caused in respect of any motor vehicle so removed from the property.

**11. RECREATIONAL FACILITIES**

**(a) General**

- (i) Residents shall wear proper attire while using the recreational facilities and when going to and from them.
- (ii) Use of the recreational facilities shall be at the user's own risk.
- (iii) The Board shall have the right, in its sole discretion, to withdraw from any resident the right to use the recreational facilities as a result of any breach or breaches of any rules in respect thereof or misuse of these facilities.
- (iv) Users shall be responsible for any damages they cause to the recreation facilities. After each use of the recreation facilities and its furniture/equipment, users shall leave everything in a neat and clean state. Users shall remove and properly dispose of any garbage they generate. Residents are responsible for immediately reporting to the Front Desk any damage or disorderly conditions observed.
- (v) No pets are permitted.

**(b) Exercise/Yoga Room, Saunas**

- (i) Children under fourteen (14) years of age are not permitted to use the equipment in the exercise/yoga room, nor to use the saunas.
- (ii) The fitness equipment shall be used at the user's sole risk.

**(c) Swimming Pool, Whirlpool and Adjacent Patio Area**

- (i) Suitable clothing and footwear must be worn when going to and from the pool and the dwelling units and/or other common areas and appropriate bathing apparel worn in the pool area.
- (ii) Drinking, eating or smoking are prohibited in the pool area, including the saunas, locker room and shower facilities. No glass containers will be permitted in the pool enclosure and the patio area.
- (iii) No person shall engage in boisterous play in or about the swimming pool.
- (iv) Inflatable toys and air mattresses are prohibited in the pool area with the exception of water wings and noodles.
- (v) The pool area hours shall be determined by the Board of Directors and posted on a sign at the pool entrance.
- (vi) Children under the age of twelve (12) must be accompanied and supervised by an adult sixteen (16) years of age or older.

**(d) Dining / Lounge Facilities**

- (i) To reserve the dining room, the owner must complete a Dining Room Permit form. A refundable damage deposit is required at the time of booking, the amount of which is determined by the Board of Directors. The Property Manager will determine, in its sole discretion, whether the monies are to be refunded after the event. Owners must agree to abide by the rules of conduct outlined on the permit form, and to assume responsibility for any non-resident guests. The owner must be in attendance at the event, and may not rent the room on behalf of others.
- (ii) Owners must pay a cleaning/service fee at the time of booking the dining / lounge facilities, with the exception that the Condominium Corporation may hold its monthly Board of Director's meeting in the facility without payment of same, provided the room is left in the same state of cleanliness. The amount of the cleaning/service fee is determined by the Board of Directors.

**(e) Terrace**

- (i) The terrace area hours shall be determined by the Board of Directors and posted on a sign at the terrace entrance.
- (ii) Proper dress, including shirts and footwear must be worn on the terrace area.
- (iii) No smoking is permitted on the terrace. Alcohol is permitted only in accordance with the by-laws of the City of Ottawa and under no circumstances shall there be excessive drinking. No glass containers will be permitted on the terrace.
- (iv) No music shall be allowed and no person shall engage in any activity causing excessive noise. No group of more than ten persons will be allowed without the prior written approval of the Board of Directors.
- (v) Children under the age of fourteen (14) must be accompanied and supervised by an adult eighteen (18) years of age or older.
- (vi) Two barbecue areas will be available for the use of owners. One barbecue can be booked in advance by an owner at the Concierge desk. The second barbecue shall be available on a first come first serve basis by sign in at the Concierge desk. No person shall bring any portable barbecue or other furniture on to the terrace.

**12. ELEVATORS AND MOVING**

- (a) Reservations of the service elevator adjacent to the moving room must be made with Property Management unless written permission is obtained from the Board, and only the service elevator may be used for moving furniture, equipment or building materials.
- (b) A security deposit shall be required in the amount determined by the Board. An elevator reservation agreement in a form authorized by the Board must be signed.
- (c) The owner and the person reserving the service elevator shall be liable for the full cost of repairs of any damage to the service elevator and any part of the common elements caused by the moving of furniture and equipment. The Corporation shall have the right to deduct from the security deposit the cost of any repairs. If the cost of repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned or occupied by the person reserving the service elevator as a common element expense.
- (d) No furniture or appliances shall be moved through the main lobby without approval of Property Management.

**13. GARBAGE DISPOSAL**

- (a) Loose garbage is not to be deposited in the garbage room or the area housing the garbage chutes on each level. All garbage must first be properly bound, packaged or bagged to prevent mess, odors and disintegration.
- (b) Items too large to be dropped down the garbage chute shall not be left in the area housing the garbage chutes. Such items shall be placed in the locations specified by the Board or Property Management for such purpose from time to time.
- (c) Large items such as appliances shall be removed from the premises and disposed of by the owners.
- (d) All recyclable materials such as newspapers, magazines, cardboard boxes and bottles shall be securely bound and placed into the garbage/recycle chute, and the owner shall properly designate the recyclable material. Recyclable materials shall not be left outside the dwelling unit or in the garbage chute area or on any balcony or terrace areas.

**14. ADDITIONAL RULES / BREACH OF RULES**

- (a) In accordance with the Act, the Board may pass further rules respecting the use of the common elements and units or any of them to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.
- (b) Any losses, costs or damages incurred by the Corporation, by reason of a breach of any Rules in force from time to time by any Owner, his or her family, guests, servants, agents, tenants, or occupants of his or her unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses. Without limiting the generality of the foregoing such losses, costs or damages shall include but shall not necessarily be limited to the following:
- (c) All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce the Rules;
- (d) An administrative fee in the amount of \$100.00 to be payable to the Corporation for any breach of the Rules that continues after the initial notice has been sent by the Corporation or its Agents, and further administrative fees, the amount of which is determined by the Board of Directors, for each month during which the breach of the Rules continues.
- (e) Failure of the Board or the company managing the affairs of the Corporation ("Property Management") to enforce any rule on any occasion or occasions shall not be construed as a change in the rules or as permission to continue or repeat a breach of such rule.
- (f) Each of the Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of the Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of the Rule (if applicable) or of the Rules, and in such event, the other part of the Rule or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.

**SCHEDULE 1**

**LETTER OF UNDERTAKING**

I, \_\_\_\_\_ covenant and agree that I, the members of my household and my guests from time to time, will, in using the unit rented by me and the common elements, comply with The Condominium Act, the Declaration and the Bylaws, and all rules of the Condominium Corporation, during the term of my tenancy.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signed by \_\_\_\_\_

Name \_\_\_\_\_

Unit Number \_\_\_\_\_

Telephone Home \_\_\_\_\_

Telephone Work \_\_\_\_\_

90 George Street  
Ottawa, Ontario

**SCHEDULE 2**

**FORM 5**

SUMMARY OF LEASE OR RENEWAL (clause 83(1)(b) of  
the *Condominium Act, 1998*)

TO: Ottawa-Carleton Standard Condominium Corporation No. • 1.

1. This is to notify you that:

*[Strike out whichever is not applicable:*

a written or oral *(strike out whichever is not applicable: lease, sublease, assignment of lease)*

OR

a renewal of a written or oral *(strike out whichever is not applicable: lease, sublease, assignment of lease)]*

has been entered into for:

*[For all condominium corporations except common elements condominium corporations:*

Unit(s) \_\_\_\_\_ Level(s) \_\_\_\_\_ include any parking or  
storage units that have been leased)]

*[In the case of a common elements condominium corporation:*

the common interest in the condominium corporation, being the interest attached to

\_\_\_\_\_  
*(provide brief description of the parcel of land to which the common interest in the Condominium Corporation is attached)]*

on the following terms:

Name of lessee(s) (or sublessee(s)): \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number, if any: \_\_\_\_\_

Commencement date: \_\_\_\_\_

Termination date: \_\_\_\_\_

Option(s) to renew: \_\_\_\_\_

*(set out details)*

Rental payments: \_\_\_\_\_

*(set out amount and when due)*

Other information: \_\_\_\_\_

*(at the option of the owner)*

2. I (We) have provided the *(strike out whichever is not applicable: lessee(s), sublessee(s))* with a copy of the declaration, by-laws and rules of the condominium corporation.
3. I (We) acknowledge that, as required by subsection 83(2) of the *Condominium Act, 1998*, I (we) will advise you in writing if the *(strike out whichever is not applicable: lease, sublease, assignment of leased is terminated)*.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

(signature of owner(s))

(print name of owners(s)) \_\_\_\_\_

(address) \_\_\_\_\_

(telephone number) \_\_\_\_\_

(fax number, if any) \_\_\_\_\_

(In the case of a corporation, affix corporation seal or add a statement that the persons signing have the authority to bind the corporation.)

### SCHEDULE 3

## CONDOMINIUM RULES: Respecting SMOKING

### Introduction

The following Rules respecting the use of the common elements and units are made to promote the safety, security and welfare of the Owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. The Corporation may pass additional Rules or amend or delete existing Rules from time to time in accordance with the *Condominium Act, 1998*.

### Definitions

Owner: Shall include Owners, their families, visitors, agents, tenants and occupants of the unit.

Any other words and phrases which are defined in the *Condominium Act, 1998* (as amended from time to time), or the Regulations thereunder or any successor thereto, ("the Act") shall have ascribed to them the meanings set out in the Act.

### **1. Recitals respecting Smoking**

WHEREAS:

- (a) Second-hand smoke is known to drift through walls, openings in walls and through ventilation systems, and to contaminate air in common areas and individual units. It is not reasonably possible to completely prevent this migration of smoke.
- (b) Second-hand smoke is known to be harmful to human health. Furthermore, smoke is known to linger in contents and fixtures for significant periods of time.
- (c) Condominium corporations have a duty to take reasonable steps to address complaints of second-hand smoke. The Corporation has received such complaints in this case.
- (d) The Board has concluded that prohibiting smoking, as set out in these Rules, is a reasonable way to protect residents (and their guests) from being exposed to second-hand smoke on the property; and also to protect contents and fixtures from absorbing odours from second-hand smoke.

## 2. **General**

2.1 Any losses, costs or damages incurred by the Corporation by reason of a breach of these Rules by any Owner, his or her family, guests, servants, agents, tenants or occupants of his or her unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses in accordance with Article 8.1 of the Declaration. Without limiting the generality of the foregoing, such losses, costs or damages shall include, but shall not necessarily be limited to, the following:

- (a) All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, the Act, Declaration, By-laws or Rules;
- (b) An administrative fee in the amount of \$100.00\* to be payable to the Corporation for any breach of the Rules that continues after the initial notice has been sent by the Corporation or its Agents, and further administrative fees, the amount of which is determined by the Board of Directors, for each month during which the breach of the Rules continues.

[\*NOTE: This administration fee represents actual costs reasonably estimated to be incurred by the Corporation as a result of a violation of the Act, Declaration, By-laws or Rules; and may be reasonably increased, from time to time, by Board resolution.]

2.2 No restriction, condition, obligation or provision contained in any Rule or Rules of the Corporation shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

2.3 Each of these Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the Rules, and in such event, the other part of the Rule (if appropriate) or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.

## 3. **Additional Definitions**

### Smoking

Smoking includes the inhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, cannabis, smokable herbs or other smoke-producing substances, or any other similar heated or lit product, and includes vaping with electronic cigarettes, sisha and hookah, or any other activities that create smoke.

## Cannabis

Cannabis has the common meaning of that term under Ontario law, and includes any plant belonging to the genus *Cannabis* as well as any of the preparations (such as marijuana or hashish) derived from a cannabis plant, or any other substance containing chemicals (such as THC - *Tetrahydrocannabinol*) that are derived from a cannabis plant.

### **4. No Smoking on Common Elements**

- 4.1 Smoking is not permitted in, on, or around any part of the common elements, including all exclusive-use common elements (all unit balconies and terraces).

### **5. No Smoking in Units**

- 5.1 Smoking is not permitted in any unit, except for those units whose residents have been grandfathered in accordance with the following terms and conditions:

#### **GRANDFATHERING**

- A. Subject to Paragraphs B through G, the prohibition with respect to smoking set out in this Rule 5.1 does not apply to any resident who is a smoker and was residing in one of the units on the effective date of these Rules.
- B. For the within grandfathering to apply, the resident must register with the Corporation on or before the Thirtieth (30<sup>th</sup>) day following the effective date of these Rules. To register with the Corporation, the resident must provide the Corporation with the following information:
- a) Full Name;
  - b) Proof, satisfactory to the corporation, that the resident was residing in a unit on the effective date of these Rules;
  - c) Confirmation of Age of Majority (where required); and
  - d) The unit Number.
- C. All guests or visitors of Registered Residents (residents who have registered with the Corporation in accordance with paragraph B above) shall also be exempt from the smoking prohibition described in this Rule 5.1.
- D. The grandfathering only applies to smoking in the units. A grandfathered resident is not permitted to smoke on any portion of the common elements where smoking is prohibited by this Rule.

- E. Grandfathered residents must take reasonable steps to ensure that the smoke does not migrate to the common elements or to other units (which could cause nuisance, disturbance or harm to other residents of the building, or their guests). Without limiting the generality of the foregoing, the smoker must ensure that:
- a) all windows and exterior doors are closed when smoking takes place inside the unit;
  - b) the unit's bathroom exhaust fans are turned on, while anyone is smoking in the unit; AND
  - c) appropriate air filtering and/or purifying is installed to prevent second-hand smoke from entering neighbouring units or the common elements.
- F. Grandfathered residents are responsible for all costs incurred by the corporation to prevent migration of smoke or odours from the resident's unit to other units or the common elements.
- G. The grandfathering shall continue only until the earlier of:
- (a) The date on which the grandfathered resident ceases to reside on the property;
  - (b) Two years from the effective date of these Rules.

Thereafter, the said Rule 5.1 will apply fully to all occupants of the unit, and their guests.

## 6. **Cannabis**

### CANNABIS GROWING AND SMOKING

Growing and/or smoking of cannabis by individual residents (meaning a specific resident who receives permission – not their guests or other occupants of the unit) in the units may be permitted in limited and specific circumstances with prior written consent of the Board, subject to: proof of medical need; and, steps taken to limit smoke migration as outlined in Rule 5.1 E above. Any individual resident wishing to grow or smoke cannabis in a unit can seek such permission from the Board and any such request will be given fair and reasoned consideration by the Board.

If the resident is not in compliance with any of the provisions of this Rule, or if the Board, acting reasonably, determines that the cannabis smoking or growing is a nuisance or a disturbance or a source of harm, the resident will, upon written request from the Corporation, immediately stop smoking or growing cannabis in the unit and will immediately remove all cannabis plants from the unit.

Any permission to grow and/or smoke cannabis ceases as soon as the need to do so comes to an end.

## SCHEDULE 4

### **CONDOMINIUM RULES: Respecting TENANCIES and USE of the UNITS and FAMILY**

#### **Introduction**

The following Rules respecting the use of the common elements and/or units are made to promote the safety, security and welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.

The Rules of the Corporation are binding on each unit owner and his or her family, visitors, agents, tenants or occupants of the unit.

#### **Definitions**

Any words and phrases which are defined in the *Condominium Act, 1998* (as amended from time to time), or the Regulations thereunder or any successor thereto, (“the Act”) shall have ascribed to them the meanings set out in the Act.

#### **1. General**

1.1 Any losses, costs or damages incurred by the Corporation by reason of a breach of these Rules by any Owner, his or her family, guests, servants, agents, tenants or occupants of his or her unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses in accordance with Article 8.1 of the Declaration. Without limiting the generality of the foregoing, such losses, costs or damages shall include, but shall not necessarily be limited to, the following:

- (a) All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, the Act, Declaration, By-laws or Rules;
- (b) An administrative fee in the amount of \$100.00\* to be payable to the Corporation for any breach of the Rules that continues after the initial notice has been sent by the Corporation or its Agents, and further administrative fees, the amount of which is determined by the Board of Directors, for each month during which the breach of the Rules continues.

[\*NOTE: This administration fee represents actual costs reasonably estimated to be incurred by the Corporation as a result of a violation of the Act, Declaration, By-laws or Rules; and may be reasonably increased, from time to time, by Board resolution.]

1.2 No restriction, condition, obligation or provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

- 1.3 Each of these Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the Rules, and in such event, the other part of the Rule (if appropriate) or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.

**2. Tenancies and Use of the Units**

Article 4.1 (a) of the Declaration states as follows:

***“The dwelling units shall be occupied and used for residential purposes as defined in and in conformity with the zoning and property standards by-laws of the City of Ottawa and for no other purpose.”***

- 2.1 For the purposes of Article 4.1 of the Declaration, the phrase “residential purposes” shall specifically prohibit:
- (a) hotel-type, boarding or lodging house use (including a bed and breakfast, an on-line marketplace and hospitality service, an on-line short-term occupancy service, a time-share, or similar use);
  - (b) any transient use of the units, including, but without limiting the general meaning, any license, lease, sublease or other occupancy **for a planned duration of less than six (6) months.**
- 2.2 Any lease, tenancy or other occupancy of a unit by someone other than the owner (including any sublease) shall be for an initial term of not less than six (6) months.

Exceptions:

The Board may permit exceptions to this six-month minimum, provided the Board is reasonably satisfied that the occupancy in question will not offend or contravene the basic intent of this Rule, and provided the exception is confirmed by the Board, in writing, in advance. Without limiting the generality of the foregoing, such exceptions may include the following (provided they are approved by the Board, in writing, in advance):

- A. House sitting arrangements.
- B. The accommodation of visitors in the unit without receipt of payment or other consideration, where that accommodation is incidental to and normally associated with the permitted single family use of a dwelling unit.
- C. A tenancy for less than six (6) months where the Owner has a *bona fide* intention to complete a sale of the Unit at the conclusion of the tenancy.

D. A tenancy for less than six (6) months if:

- a. the term of the tenancy is not less than one (1) month;
- b. the Owner arranges only one such tenancy to start in a given calendar year;  
AND
- c. the Owner is the next occupant of the unit, following termination of the tenancy.

2.3 Section 83 of the Act applies to all licenses, leases, subleases and other tenancies of any duration. Article 4.1 (d) of the Declaration (requiring that all tenants sign agreements as noted in that Article) also applies to all licenses, leases, subleases and other tenancies of any duration.

2.4 In addition, each dwelling unit shall be used only as a private single family residence and for no other purpose.

### **3. Family**

#### **3.1 Definition of "family"**

In these Rules, a "family" means either:

- (a) A social unit consisting of parent(s) and their children, whether natural or adopted, and includes other relatives if living with the primary group;
- (b) A person who is living alone;
- (c) Two persons who are married to one another or are living together in a conjugal relationship;
- (d) Two or more persons who are siblings of one another;
- (e) Two or more persons who are all owners of the unit; OR
- (f) Any two or more persons, provided it is clear that their collective intention is to live together permanently.

A family, as defined above, can also include one or more persons who are living in the unit in order to provide care or assistance to a member of the family, or to receive care or assistance from the family.

#### **3.2 Enforcement**

In order to assist the corporation in enforcing this Rule, any occupant of a unit shall, upon request from the corporation, provide to the corporation a written statement listing the names and ages of all occupants of the unit, and the relationship of those occupants to one another.