

# OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION NO. 815

("the Corporation")

## CONDOMINIUM RULES – RULES RESPECTING MODIFICATIONS

[Date of Board Resolution August 15, 2024]

### **Introduction**

The following Rules respecting the use of the common elements, assets 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, assets and/or other units. All Owners are obligated to comply with these Rules in accordance with the provisions of the Act.

The Corporation may pass additional Rules or amend or delete existing Rules from time to time in accordance with the Condominium Act, 1998.

### **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. The obligations of "Owners" under these Rules apply equally to all occupants of the units.

### 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 the Act and/or Article 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 administration fee in the amount of \$75.00\*, to be payable to the Corporation for any violation that continues after initial notice has been sent, and further administration fees of \$75.00\* per month, for each month during which the violation continues or is repeated.

[\*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. Work in Units**

### 2.1 Article 4.1(g) of Declaration

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

“Save and except for interior decorating and minor alterations of a cosmetic nature, no owner shall make any change or alteration to the unit, including any alteration of load bearing walls or walls containing service conduits which service other units, without the written consent of the Board. Notwithstanding the foregoing, no owner shall install curtains, drapery, vertical or horizontal blinds, wooden shutters or similar window coverings in other than an off-white or white colour or alter the interior design or colour of any part of a dwelling unit or balcony area where such change, alteration or decoration is normally visible from the exterior thereof.”

(b) For clarity, no owner or occupant shall make any architectural, plumbing, electrical, mechanical or structural alterations in or to the dwelling unit without obtaining the prior written consent of the Board, in accordance with this Rule.

### 2.2 Terms and Conditions

When providing written consent pursuant to the above provision, the Corporation may impose such terms or conditions as the Board considers appropriate in each case. However, the following conditions shall apply in every case:

(a) Any work which requires the consent of the Corporation as described in Article 4.1(g) of the declaration (herein called a “renovation”), shall be carried out only by properly qualified and licensed contractors or tradespersons who have adequate liability insurance to cover any damage which they may cause. The Owner shall provide to the Corporation written proof, reasonably satisfactory to the Board, that the contractor or tradesperson meets these requirements.

(b) The Owner shall provide a completed Renovation Application Form, in the form attached as “Schedule A”. Along with the Renovation Application Form, the Owner shall provide drawings and specifications and any other documentation requested by the Board for the renovation.

- (c) Prior to or during or after the renovation, the Corporation may require that the Owner obtain permits or professional certifications as the Board may deem appropriate.
- (d) The renovation shall comply with all municipal, provincial, and federal legislation, including all municipal By-Laws and building regulations.
- (e) The Owner must ensure that:
  - i) The renovation won't have an adverse effect on the units belonging to other Owners;
  - ii) The renovation will not increase costs to other Owners or the Corporation;
  - iii) There will be no expense (in relation to the renovation) incurred by the Corporation;
  - iv) That if the renovation involves a potential change to the structure of the building an engineer must certify that it will not affect the structural integrity of the building;
  - v) That if the renovation includes a change to any part of the common elements, the Owner must first comply with all of the Corporation's requirements applicable to common element modifications, including all requirements of Section 98 of the Act.
- (f) The renovation shall be carried out at the sole risk and expense of the Owner.
- (g) The renovation shall not be considered to be part of the standard unit. In other words, the renovation shall be a unit improvement.
- (h) 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.
- (i) The Owner shall fully and completely indemnify and save harmless the Corporation from and against any and all loss, costs, expenses, claims or

damages, of whatever kind and however arising, as a result of a breach of any provisions of this Rule, or otherwise relating to the renovation, including any claims against the Corporation for damages resulting from, caused by, or associated with the renovation. Without limiting the generality of the foregoing, the Owner shall be responsible for all costs and expenses incurred in order to remove the renovation to afford the Corporation access to any portion of the property (for the purposes of carrying out repair or maintenance, or for any other reason) as well as reinstatement of the renovation (if desired by the Owner), and the Corporation shall have no obligation for any damage which may be caused to the renovation as a result of any such required access.

- (j) In the event that the Owner contravenes any of the provisions of this Rule, the Corporation shall be entitled, upon reasonable notice to the Owner, to remove the renovation and restore the property to its previous condition. All costs and expenses associated with such removal and restoration shall be the responsibility of the Owner and shall be payable by the Owner to the Corporation, and shall be added to the Owner's common expenses and collectible as such.

### **3.0 Hard Flooring**

3.1 For the purposes of this Rule, "hard flooring" shall include hardwood, laminate, tile, stone, wood parquet, vinyl or any other hard-surfaced material.

3.2 Any Owner wishing to install hard flooring in a unit shall first obtain the written consent of the Board, in accordance with section 2.1, above. In addition to any other requirements of this Rule, as part of their application for consent, the Owner shall provide a detailed description of the steps which the Owner would take in order to meet the requirements of this Rule. Any resulting consent from the Board shall confirm the permitted flooring assembly to be installed. The Owner shall also provide documentary proof of the proposed and/or installed flooring assembly, satisfactory to the Board. (Such documentary proof may include contracts, invoices, receipts, or other documentation requested by the Board.)

3.3 The hard flooring installation must be carried out only in accordance with the Board's written approval.

3.4 For any hard flooring installation, the following rules shall be observed:

- (a) Leaving the original concrete floor exposed is not permitted.
- (b) Owners may install hard flooring (i.e. hardwood, tile and similar hard materials) in their units, provided the installation includes a suitable underlay or other design to prevent any sound that may be disturbing to other residents. The Corporation's Acoustical Engineer has determined that the suitable underlay must meet a minimum Impact Insulation Class (IIC) of 55 as per American Society for Testing and Materials (ASTM) E989 acoustic specifications.

- (c) Owners may install Luxury Vinyl Tile (LVT) or Cork-backed flooring provided that the product meets the minimum Impact Insulation Class (IIC) of 55.
- (d) The following are underlayments recommended by the Corporation's Acoustical Consultant for use with a hard/LVT flooring:
- i. Typical 7-8mm ceramic tile flooring:
    - Pliteq GenieMat DH765 with a 12mm thickness (IIC 56), or Pliteq GenieMat RST12 (IIC 55)
    - AcoustiTECH Ceramic (IIC 55)
  - ii. 12-16mm engineered hardwood flooring:
    - Regupol Sonus underlayment with a thickness of 5 mm (IIC 56)
    - Pliteq Genie Mat RST02 underlayment with a thickness of 5mm (IIC 56)
  - iii. 4mm LVT/LVP flooring:
    - AcousTECH LV with a 2.1mm thickness (IIC 63)
    - Pliteq Genie Matt RST02 with a 2mm thickness (IIC 57)
    - Pliteq Genie Matt RST05 with a 5mm thickness (IIC 55)
- (e) The following are LVT or Linoleum products recommended by the Corporation's Acoustical Consultant:
- Polyflor Expona Encore/Clic LVT with a 6mm thickness (IIC 55)
  - Metroflor LVT Wood Plastic Composite with 7mm thickness (4mm Core + 1.5mm LVT Top Layer + 1.5mm IXPE Underlayment) (IIC 55)
- (f) Any owner wishing to use an alternate product must provide to the Corporation with a sample of the product along with a test report from an accredited lab such as Intertek or the National Research Council. The Test Reports must identify that the testing was conducted in accordance with the following standards;
- ASTM E492-09, Standard Test Method for Laboratory Measurement of Impact Sound Transmission Through Floor-Ceiling Assemblies Using the Tapping Machine

- ASTM E989-06 (2012), Classification for Determination of Impact Insulation Class (IIC)

- ASTM E2235-04 (2012), Standard Test Method for Determination of Decay Rates for Use in Sound Insulation Test Methods

(g) Please note that Test Report for any proposed alternate product, that achieves at least an IIC value of 55, must be specific to the Floor of an 8” thick concrete floor slab with NO suspended, insulated and drywall ceiling in the unit below. Many common floor underlay products found in the large Home Improvement Stores purport to have IIC values from 66 to as high as 73 as listed on their product label. Upon further investigation it was determined that these test results were obtained based on a 6” or 8” thick concrete floor WITH a suspended AND insulated AND dry walled ceiling in the unit below

3.5 Any Owner who receives consent to install hard flooring in his or her unit shall in any event take reasonable steps to minimize the transmission of noise through the flooring to other parts of the building. Such steps may include, but are not necessarily limited to:

- (a) the installation of a sub-floor, underlayment and/or insulating material underneath the hard flooring;
- (b) the use of area rugs in locations which are subject to heavy traffic;
- (c) refraining from walking with hard-soled shoes on areas of hard flooring;
- (d) the use of pads on the legs of furnishings;
- (e) such other steps as may be determined by the Board.

[NOTE: In any case, the IIC (Impact Insulation Class) rating of the floor assembly must be at least 60 as determined for the flooring assembly in the location where the flooring is to be installed (in our condominium).]

3.6 In cases where hard flooring has been installed in a unit prior to the enactment of this Rule, the Owner shall take reasonable steps to minimize the transmission of noise through the flooring to other units. Such steps may include, but are not necessarily limited to:

- (a) the use of area rugs in locations which are subject to heavy traffic;
- (b) the use of pads on the legs of furnishings;
- (c) refraining from walking with hard-soled shoes on areas of hard flooring; such other steps as may be determined by the Board.

3.7 Where an Owner fails to comply with any of the requirements in this Rule, the Corporation may direct the Owner to remove the hard flooring and to install new flooring similar to the flooring of the building's original construction, at the Owner's sole expense.

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#### **4.0 Additional Rules Respecting Work in the Units**

4.1 The Owner shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction which are or become in force during the performance of any work in the Owner's unit and which relate to the work, the preservation of the public health and to construction safety.

4.2 The Owner shall comply with workers' safety and insurance legislation and also shall be responsible to fulfil all obligations as employer and constructor under occupational health and safety legislation in relation to any work in the Owner's unit. [Without limiting the generality of the foregoing, the Owner shall obtain a current WSIB clearance certificate (for any contractor engaged by the Owner) prior to commencing the work, and shall obtain an updated WSIB clearance certificate (for the contractor) as required during the work (ie. whenever any such certificate expires).]

4.3 For any work in the Owner's unit requiring a Building Permit, or any other permit(s) required by Federal, Provincial or Municipal law, the Owner shall provide copies of such permits to the Corporation, before commencement of the work.

4.4 Owners shall ensure that the common elements are kept free and clear of any dust, dirt, debris, construction materials, etc. arising from any work in their units. All building materials, supplies and equipment shall be transported from the moving room to the service elevator and shall be stored in the unit. If construction materials or debris must be removed from the unit, the Owner shall make arrangements with the Corporation for proper removal of such materials, using the appropriate elevator for this purpose, and such removal shall take place only at a time or times approved by the Corporation.

4.5 Construction materials or debris (including wood, carpet, underpad, cement materials, etc.) must not be placed in the garbage chutes or in the building's garbage bins. The Owner must arrange for such construction materials or debris to be separately removed from the property by other means.

4.6 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 of 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.

4.7 Owners must not carry out any sawing, sanding, grinding, or other work that may create noise or dust, on a balcony or elsewhere on the common elements.

4.8 Work in a unit which may create any noise that can be heard elsewhere on the property (including the use of power tools, hammers, drills, saws and similar items or any sort of hammering, drilling, chopping, pounding or chipping) is only permitted between the hours of 9:00 a.m. and 5:00 p.m. on weekdays, excluding statutory holidays.

4.9 Owners must in any event ensure that any work in their units is completed with reasonable haste, so as to reasonably limit the duration of the disturbance for other residents.

4.10 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.

4.11 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.

## **5.0 Acknowledgment**

5.1 For any modification carried out (by an owner or previous owner of a unit) and permitted or approved on or after the date of this Rule, the owner of the unit shall sign an Acknowledgement in the form attached as Schedule "1". The Acknowledgement shall be held by the Corporation in the owner's unit file and the Corporation shall attach a copy of the Acknowledgement to any status certificate issued regarding the unit.

## **6.0 Previous Rules**

6.1 Rule 8 a) respecting alterations to dwelling units is hereby repealed.

6.2 Where any provision in this Rule is inconsistent with the provisions of any previous Rule, the provisions of this Rule shall prevail and the previous Rule shall be deemed to be amended accordingly

## **7.0 Common Element Modifications**

7.1 The within Rules relate to unit renovations and alterations only. To the extent that any work undertaken by a unit owner constitutes a modification to the common elements, owners are required comply with the requirements of the Condominium Act and the Corporation's bylaws governing Common Element Modifications.

SCHEDULE A

**Renovation Application Form**

Unit Owner Name(s): \_\_\_\_\_

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

Unit Address: \_\_\_\_\_

Description of Renovation (including proposed timeline and potential implications on neighbouring units and/or the common elements):

Documents Attached (check all that apply):

- Contractor Name and Contact Details
- Contractor Credentials (including applicable certification(s), licenses, etc)
- Proof of Contractor Insurance
- Specifications/detailed technical description of renovations
- Drawings
- City Permit
- Engineering report/certification (required for any actual or potential structural change)
- Construction schedule
- Other: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Owner(s) Signature(s)