



# RULES AND REGULATIONS

Version 01 March 24<sup>th</sup>, 2021

The purpose of the rules and regulations is not only to have a certain standard of living accommodations for each individual tenant but to make the entire building a beautiful, safe and peaceful living environment. The following rules and regulations are to be observed and complied with by all tenants, occupants, and guests of OM residential units ("UNITS"). These rules and regulations form an integral part of the lease for each apartment unit.

(Alphabetical order for ease of review by tenant)

**ACCESS:** Management reserves the right to enter into any units at all times in case of emergency. Upon giving notice of vacancy, Tenant agrees to maintain the apartment in a clean and accessible manner to show prospective tenant. At least a Twenty-four (24) hour notice will be given to Tenant beforehand unless Tenant agrees otherwise.

**APPLIANCES:** All 7 appliances are provided in each unit: fridge, oven, glass cook top, dishwasher, washer/dryer and microwave. The Tenant shall not use any appliance in addition to those supplied by the administration, including but not limited to, space heater, air-conditioner, electrical clothes dryer racks, refuse compactor, etc. without first obtaining the written consent of the administration. Tenant shall take good care of all appliances and shall notify the administration if any such appliance require repair. Tenant is responsible for any repair cost to appliance as the result of miss use, negligence or accidental damages.

**BALCONIES:** The only permitted items on the balconies are patio furniture (tables and chairs) except for umbrella and very light plastic furniture that may take off with forceful winds. Furthermore, no clothing, no clothing rack, no towels, nor rugs, no privacy screens, etc. shall be hung outside of any ledge or balcony railing. Tenants are also not allowed to hit rugs off of the balconies to clean them off.

Flower boxes and plants are tolerated as long as the are not directly on the balcony floor to avoid humidity accumulation and damage to the balcony floor. Flower boxes are not permitted on the railing. Nothing can hang from the window ledge.

Balconies must be kept clean and clear of any debris. Balconies cannot be used as a storage area. Tenants are responsible to remove the snow on their own balconies.

**BARBECUES:** No fires or barbecues of any kind shall be allowed in any apartment unit, balcony or anywhere on the property.

**BEHAVIOR:** Drunken, belligerent, or threatening conduct toward other tenants, visitors or management will not be tolerated and may cause the lease to be terminated. Use of illicit drugs or selling of same is grounds for immediate eviction.

**BIKE STORAGE:** Bike secure storage room is available to all tenants, free of charge. However, due to limited capacity, the administration reserves the right to charge a fee. Bikes are not permitted in the apartments, elevators or common areas.

**BIKE WORKSHOP:** Tenant can use the bike workshop to repair or maintain bikes.

**CAMERA SYSTEM:** Tenant recognizes that all common areas and entrance hallway are monitored by a camera surveillance system for the resident's protection.

**CAPACITY:** Apartment unit capacity are as follows:

- 1 bedroom: maximum 2 individuals
- 2 bedrooms: maximum 3 individuals
- 3 bedrooms: maximum 4 individuals
- 4 bedrooms: maximum 5 individuals

Administration's written approval must be obtained if unit capacity is different than what is authorized.

**CAR SHARING SERVICE (COMMUNAUTO):** The service is available and will be governed by a separate written contract.

**COMMERCIAL ACTIVITIES:** OM is a residential complex and no commercial activity involving high-volume of clients and or delivery of merchandise is permitted in the unit.

**COMMON AREA:** All common areas should not be altered, personalized, vandalized, damaged, or destroyed in any way by the Tenant, occupant or guests. If this is violated, Tenant will incur charges for undue labor and materials to restore the area in its original condition plus a 15% administration charge and said rental owing total amount will become due immediately. Nothing can be left in the common area that could obstruct the passageway, hallway or mailroom (i.e. large, bulky items). No shoes or winter boots or welcome carpets will be allowed in front of any unit door.

Mechanical, electrical, cabling room, equipment room, building management storage room, are for the administration's exclusive usage. Tenants cannot have access at any time.

**COMMUNICATION:** Tenant shall provide contact information such as cellular and email address to obtain all regular communication from management. Communication by Tenant to management shall be done only through the building communication system (precise procedure to be communicated separately).

**COUNTERTOP:** Countertop are made of quartz. Tenant must avoid putting extremely hot pans directly on the surface. Only use a mild dish soap and soft rag to clean the surface. Use of abrasive may damage the surface. Tenant will be responsible for damage repairs or for countertop replacement should it be damaged beyond repairs plus a 15% administration charge and said rental owing total amount will become due immediately.

**DAMAGES:** Damages to any part of the property by Tenant, occupants or guests of the Tenant will be the financial responsibility of the Tenant.

**DANGEROUS PRODUCTS:** The Tenant must not keep inflammable liquids such as gaz, oil lamp, naphte or benzine or other explosives or any other items considered dangerous for the occupants of the building.

**DELIVERIES:** All deliveries including food shall be done only in the mail room or front door of the building. All large items not picked-up within 7 days will automatically be returned to sender. No delivery person will be allowed past the front entrance unless the administration has given written consent.

**DOORS:** Unit doors must remain in its current state and condition throughout the term of the lease and cannot be decorated in anyway or knockers, peep hole or bell added.

**DOOR LOCK:** Tenant cannot add any lock to the door.

**ELECTRICAL CAR CHARGING STATION:** This service will be the subject of a separate written agreement.

**EMERGENCY DOORS:** Emergency doors are to remain locked at all times. Tenant cannot place any object to keep the door open, even temporarily.

**EMERGENCY PROCEDURES:** Emergency procedures are outlined on Annex A.

**EXTERIOR LIGHT FIXTURES:** Tenant shall not be allowed to tamper with exterior light fixtures whether the item be removed, or unscrewing the light bulb, as both are considered a violation.

**EXITING UNIT:** Tenant must ensure that all doors, windows, and opening are closed when leaving the apartment to avoid any damages by storms, rain fall or frost.

When Tenant leaves for an extended absence, he must advise the management office before departure.

**EXTERMINATION:** If the Tenant brings bedbugs or any other type of vermin in his apartment, he will then be personally responsible for the extermination and cleaning costs.

**FIREARM:** Management should be informed should the Tenant own any type of firearm. Firearms must be stored in a secure way.

**FIRE DETECTOR:** Throughout the Term of the Lease, the Tenant is responsible to ensure that the fire detector is in good working condition. Should the fire detector be damaged for whatever reason, the Tenant must inform management immediately.

**FIRE EXTINGUISHERS:** Management recommends that each Tenant always keeps a fire extinguisher in the unit for its own personal protection.

**FITNESS STUDIO:** Registered Tenants only (18 years and older) may use the various equipment and exercise area provided in the Fitness Studio during opening hours only. Usage of the equipment in the Fitness Studio is on a first come first serve basis. Tenant must observe sanitary rules posted on the wall. Guests and Private trainers are not permitted to use the facility.

**GARBAGE/RECYCLING/FOOD WASTE (if applicable):** Tenants shall sort all garbage, recycling and food waste and deposit them into the proper bins identified for such purpose by the administration. Tenant shall not otherwise place garbage, recycling items or food waste outside the apartment unit, in the corridor or the garbage chute room, or in or about the building.

Cartons and large boxes should be broken down before being placed in the recycling bin. Large items (furniture or other) cannot be disposed in the garbage/recycling area. Tenant must make its own arrangements to dispose of any large items.

All items can be discarded only 9 am and 9 pm as not to disrupt tenants living near the garbage room.

**GLASS COOK TOP:** Read the maintenance manual. Daily cleaning care must be given to the glass cook top. There are special cleaning products on the market that prevents scratches or damages to the glass cook top. Do not use any abrasive, cast iron cook top, scouring tools or ammonia to name a few. Tenant will be responsible for damage repairs or for glass cook top replacement should it be damaged beyond repairs plus a 15% administration charge and said rental owing total amount will become due immediately.

**GUESTS:** Tenant must notify Management in writing if they plan to have guests staying longer than Fourteen (14) nights. Management reserves the right to limit the number of guests in the apartment. All occupants residing in the apartment must be registered with the management office for security and control purposes. Any guests staying longer than Fourteen (14) nights must be informed of the present rules and regulations and agree to abide by them. Tenants assume full responsibility for the actions of their guests and agree to assume all financial responsibility for damage to the premises or the building.

Any guests, no matter how long they stay, who are paying a fee of any kind in order to stay in the building will be considered a Tenant or sub-lessee and will be governed by the lease agreement and subject to the administration's prior approval and consent.

**HEAT PUMP AREA:** The heat pump is stored in a unit closet. Tenant must refrain from storing items in this unit closet. The heat pump must be easily accessible to the superintendent or heating technician should there be an issue with the heating system.

**HEATING:** The Tenant shall ensure that the unit remains heated to such an extent as is necessary to prevent it from becoming damaged by frost or freezing and ensure that heat is not unreasonably lost from the apartment unit through open doors or windows during the cold weather. Thermostat must be kept at a minimum of 15 degrees Celsius and should not exceed 24 degrees Celsius to avoid overheating.

**INSURANCE:** The Tenant must obtain proper insurance for his personal belonging as well as a mandatory liability insurance of \$2 M. Tenant must provide the administration with a proof of insurance and annual renewal at the anniversary of the policy. Tenant may not use his private unit in a manner that could lead to the cancellation of the administration or Tenant's policy.

**INTERIOR SPOTLIGHTS:** Ceiling spotlight bulbs in the units are to be replaced by the administration at the administration's expense.

**INTERNET, CABLE & TELEPHONE:** Videotron and Bell are the two service providers in the building. The Tenant is responsible to contact either one of them to set up an account should he require any of these services.

**KEY FOBBS:** Key fobs are required to enter the building – one key fob per occupant as outlined in the lease. Extra key fobs are available at a cost of Twenty-five dollars (\$25) plus taxes. Should a Tenant lose his key fob, he must inform management immediately so that the key fob may be cancelled and replaced promptly. There is a fee of Twenty-five dollars (\$25) plus taxes to replace any lost or damaged key fob. Said fee may increase from time to time.

**KEYPAD ACCESS TO UNIT:** Tenant will be provided with a keypad access code to enter his unit. There are no keys.

**KIDS:** Kids must refrain from playing or running in the hallways in order not to disrupt other Tenants.

**LANDSCAPING:** The landscaping is done by the administration. Any modifications or tampering of the landscape by the tenant may result in penalty charges.

**LOST AND FOUND:** If an item is found, please deliver it to the Superintendent office. If an item is lost, just write a note describing the item to the management, through its notification system, and provide your coordinates. If found, we will contact you.

**MAILBOX:** Tenant will be provided with One (1) key to the unit's mailbox. Tenant is solely responsible to file the appropriate change of address prior to moving in or vacating the unit. Tenant must understand that all mail received after vacancy will be returned to post office with a "return to sender" note.

**MAIL ROOM PARCEL DELIVERY:** All parcel deliveries will be done through Snaile's parcel locker system. <https://snailelockers.com/>

**MAINTENANCE:** The Tenant must keep the unit clean, sanitary, and free from objectionable odors. Tenant must also keep the corridor, balcony and common area clean and free of any debris. No littering of papers or any trash is allowed.

Tenant shall advise Management through the management notification system of any items requiring repairs except in case of emergency. In case of emergency, please call the Superintendent. Repairs due to the negligence of the Tenant shall be assumed by the Tenant plus a 15% administration charge, and said rental owing total amount will become due immediately.

No alterations or improvements to the unit, no matter how minor they are, shall be made by the Tenant without the consent of the administration. Any article attached to the woodwork, walls, floors or ceiling shall be the sole responsibility of the Tenant. Tenant shall be liable for any repairs necessary during or after Tenancy to restore premises to the original condition, normal wear and tear.

No adhesive products or self-adhesive products shall be used in the premises including but not limited to: self-adhesive picture hangers, clothes hooks, refrigerator decorations, bathroom decals and floor tiles without the prior written consent of the administration.

Should any alterations or improvements be permitted, they shall be done on weekdays and only between 8 and 5 pm to avoid disturbing other tenants by a contractor that has been preapproved by the administration.

**MANAGEMENT OFFICE:** Hours will be posted on the door.

**MOVING IN OR OUT / MOVING OF LARGE ITEMS:** Tenant must inform the administration in writing 48 hours prior to move date or from receiving any large items in order for the Superintendent to install liners in the elevator. All moves must be done in a lined elevator. Moving hours are between 9 am and 9 pm.

Every move will be supervised by an administration representative in order to ensure that the building is not damaged or abused in any way. A nominal fee of \$150 plus taxes will be charged as additional rent to cover a portion of the cost incurred by the building.

**MUSICAL INSTRUMENTS:** Piano or any other musical instruments are not permitted in the units at any time.

**NEWSPAPERS:** Newspapers cannot be delivered at the unit door. Only in the designated area.

**NOISE:** The Tenant must keep noise level down especially after dark. Tenant shall not make or allow any disturbing noises in or around the apartment by Tenant, family, or guests. All television sets, stereos, radios, etc are to be played at a volume which will not annoy or disturb other Tenants. The activities and conduct of all Tenants and guests inside or outside the unit, on the common grounds, parking areas, or any other areas must always be reasonable and not annoy or disturb other Tenants. Quiet time is from 10 pm to 8 am daily.

Tenant or occupants will not be allowed to hold any events in the unit that may disturb other tenants. If said event does occur, the administration has the right to cancel it and the tenant agrees to adhere to said demand.

**NOTICES TO THE ADMINISTRATION:** All notices to the administration must only be done through the building management notification system and no verbal notices should be given to any staff directly.

**PAINTING:** Tenant shall not be permitted to paint any portion of his unit unless:

- a) It is done with one of the administration's approved contractor;
- b) Only one single color is permitted from the administration's standard list;
- c) All cost associated with such work will be at the Tenant's complete expense;
- d) Doors and frame and all window frames cannot be painted.

**PARKING:** Will be governed by a separate written agreement.

**PETS:** The Tenant shall not have or allow any pets to be in or upon the unit or within the building area at any time. Unauthorized pets on the property will incur a penalty of \$150 plus taxes. Pet shall include dog, cat, bird, reptile, fish or pet of any kind. Emotional support animals will be considered as pets and will not be allowed under any circumstances.

**RENTAL PAYMENT:** Rental payment should be made by electronic transfer or pre-authorized automatic withdrawal on the first day of each month as per management's instructions.

**ROOF ACCESS:** Tenants, occupants or guests are not permitted on the roof of the building at any time.

**SAFETY AND SECURITY:** In order to ensure the maintenance of the security system the Tenant shall not admit visitors to the building without first ascertaining their identity.

When leaving for an extended stay, Tenant shall notify Management in writing by completing a temporary vacancy form.

All suspicious activities are to be reported to Management as soon as possible.

Tenant should reduce the number of access cards to a minimum to avoid unwanted access.

**SATELLITE DISHES:** Satellite dishes are not permitted. Also, no antennas or outside wires shall be installed.

**SIGNAGE:** No signs or advertisement shall be installed, exposed or placed on any door, window or within any common area of the building.

**SMOKING:** Smoking is strictly prohibited in any units, common areas, balconies or anywhere on the property. This includes, but is not limited to, cigarettes, vapor and cannabis.

**SNOW REMOVAL:** Each Tenant is responsible to remove the snow accumulated on their balcony unit. Special care should be given not to hurt anyone or damage anything below.

**SOLICITATION:** Door to door solicitation is not permitted.

**STORAGE:** For individual Tenants who are leasing a storage unit - tenant cannot store flammable paint, toxic, malodorous or other flammable liquids in the storage room or in the apartment.

**SUB-LEASING OR ASSIGNMENT OF LEASE:** The Tenant cannot sub-lease or assign the unit without the prior written consent of the administration. All assignment or sub-lease proposals are subject to a \$500 fee to be paid to management plus refund of all third-party cost (credit check). **Air B&B or any form of short-term rental of unit is strictly prohibited.**

**VALET CARTS:** The building will provide valet carts to help tenants bring items to their units. Said cart are to be returned to its designated area in the underground parking immediately after being used. Tenants are to take the appropriate care to avoid damaging the walls and / or other common areas of the building.

**VISITORS:** Visitors, guests and external service providers, must adhere to the present rules and regulations.

**WATER BEDS:** No water beds shall be allowed or permitted in any apartment unit.

**WATER SHUT OFF SYSTEM:** To prevent water damages, tenant recognizes that each unit has an automatic water shut off system. There are leak sensors lozenges placed strategically on the bathroom floors, near the dishwasher and washer/dryer area. If water touches any of these leak sensors (i.e. when mopping the floor or dropping water on the floor inadvertently), the water valve will be shut itself off automatically. You must call Superintendent to start back the water inflow.

Should any of these leak sensors be damaged, lost or thrown away, tenant must replace them at his own cost. At the expiry of the lease, all leak sensors must be accounted for.

**WEIGHTS OR OTHER ATHLETIC EQUIPMENT:** The Tenant will not be permitted to use, in the unit, any athletic equipment of any kind or heavy weights. All activities should be done in the Fitness Studio according to the specifications outlined within.

**WINDOW COVERING:** Each unit is provided with standard rolling blinds. Should the Tenant want to decorate with more coverings, they must obtain the administration's approval. Curtain rod installation by Tenant is strictly prohibited. Upon written request, Tenant may pay a fee of \$30 per window to have management install curtain rod. Violation of this rule will result in a \$100 charge per window.

**WINDOW FRAMES:** Nothing can be attached, placed onto, drilled into, nailed or glued on the window frames and avoid damaging said window frames in any way.

**WINDOW SCREENS:** Tenant are prohibited from removing screens from windows. Tenant is responsible for any damage caused by removal or misuse of the window screens.

**WINDOW WASHING:** The administration will be responsible for the exterior window washing once a year. Tenant must clean all interior windows once a year.

**WINDOWS AND DOORS:** Windows and doors must be closed during rainstorm or extreme cold weather to prevent damages to the unit.

The administration shall have the right, at any time, to add or amend these rules and regulations as may be desirable, in the sole opinion of the administration for the safety, care, cleanliness, operation and maintenance of the OM Property. The administration shall be responsible to deliver to each Tenant with the updated version of the rules and regulations, and all such new rules and regulations shall be faithfully observed and performed by the tenants, occupants, or guests.

**Non-compliance of the present rules and regulations may lead to appropriate measures to rectify the situation and, if not adhere to, will results in the opening of a file with the Tribunal administratif du logement.**

## ANNEX A EMERGENCY PROCEDURES

### IN CASE OF FIRE

- Stay calm
- Pull the fire alarm
- Evacuate by the nearest emergency exit
- Do not use the elevators
- Contact the fire department via 911
- Meet at the assembly point

