

### OFFICE D'HABITATION DE LA HAUTE-YAMASKA-ROUVILLE

### **BUILDING REGULATIONS**

These Building Regulations form an integral part of the lease.

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The lessee shall be responsible for ensuring that these Regulations are respected, both personally and by any person they allow access to the building. Children shall be supervised by a parent at all times.

## 1- Sanctions

Failure to comply with these Building Regulations, which form an integral part of the lease, may result in disciplinary proceedings at the Régie du logement and, consequently, eventually lead to the resiliation of your lease and the eviction of all occupants.

## 2- Payment of the rent

In accordance with article 1903 of the Civil Code of Québec, rent is due on the first day of each month. Late rental payments can lead to collection proceedings at the Régie du logement and may result in the loss of your home. In addition, the Civil Code stipulates that legal costs for the Régie du logement, in addition to the costs for bailiff services will be charged to the lessee at fault. The Office will charge a \$10 penalty for NSF cheques or preauthorized payments.

### 3- Lease renewal

Each year, the lessee is required to provide the annual income or proof of school attendance for all members of their household aged 18 and over (T4 slips, Relevé 1, Relevé 5, etc. and Quebec Notice of Assessment) for the renewal of their lease.

# 4- Lessee addition

- 4.1 You must notify the Office of any changes in the composition of the household.
- 4.2 The lessee may not add a person who has a debt or eviction judgment from an Office or any other subsidized organization. The request will be admissible when the debt is paid and, if applicable, when the 5-year ineligibility period following a judgment by the Régie du logement has expired. (By-law respecting the allocation of dwellings in low rental housing, article 16).
- 4.3 When housing categorized as "senior housing" is attributed to more than one person, all members of the household, other than the lessee, must be aged 50 or older.
- 4.4 When the lease is signed by more than one lessee, the payment of the rent constitutes an indivisible and joint and several obligation. The signatories are therefore jointly and severally liable for the obligations of the lease and its renewal, which also includes payment of the rent.

# 5- False declaration

A false declaration is a misleading declaration wherein a person provides inaccurate information or fails to inform the Office of any changes that may have an impact on the calculation of their rent (income, marital status, household composition, debt with another office, dossier with the Régie du logement, etc.), including the information provided in the "Housing Application" form. A false declaration may result in your dossier being forwarded to the Régie du logement for resiliation of your lease.

### 6- Obligation to provide requested documents

The lessee must provide all documents requested by the Office (proof of income of lessee and all occupants, leases, modifications to household, etc.). If not provided, this refusal will be considered as a non-declaration of information and the Office may register the dossier with the Régie.

# 7- Damages and billing

It is understood that if the lessee, their family or visitors cause damage to the dwelling or Office property, the lessee will be held liable and will have to pay for any replacement or repair costs. Any problems or breakage caused by property belonging to the lessee shall be invoiced (example: leaking washing machine, etc.). For repairs that do not result from normal use of the premises and for problems that are the responsibility of the lessee (toilet blocked by a toy or other object, lost key, etc.), the lessee shall assume the related costs according to the rates in effect.

#### 8- Use of premises for other means

Under no circumstances may the lessee rent or transfer their dwelling in the short or long term, or modify the purpose of the dwelling: no commercial activities of any kind (Airbnb, tattoo parlour, hairdressing salon, childcare centre, etc.) are permitted. The lessee at fault will have their dossier sent to the Régie du logement for resiliation of their lease.

#### 9- Animals

The present Regulations apply to the care or presence of pets in leased premises, common areas and on properties administered by the Office.

9.1. Only the following animals are permitted (depending on the area where you live):

9.1. Only the following animals are permitted (depending on the area where you nive):				
Ange-Gardien	One (1) cat per household, caged birds (except birds in the parrot family) and fish.			
Granby	Caged birds (except birds in the parrot family) and fish.			
Marieville	One (1) cat per household, caged birds (except birds in the parrot family) and fish.			
Saint-Césaire	One (1) cat per household, caged birds (except birds in the parrot family) and fish.			
Ste-Angèle-de-Monnoir	One (1) cat per household, caged birds (except birds in the parrot family) and fish.			
Saint-Paul-D'Abbotsford	One (1) cat per household, caged birds (except birds in the parrot family) and fish.			
Waterloo	One (1) cat per household, caged birds (except birds in the parrot family) and fish.			

No dogs, rodents, exotic animals, reptiles or animals other than those authorized in the present Building Regulations will be tolerated. Failure to comply with this clause may result in your dossier being sent to the Régie du logement.

## 9.2. Obligations of lessee in possession of an animal

- a) The owner of the animal must comply with all municipal requirements under the animal care by-laws of the respective municipalities related to licensing, hygiene, noise control and waste disposal;
- b) Animals are not allowed in common areas at any time, including community halls, community balconies, corridors, stairways and laundry rooms;
- c) Animals shall never be left unattended in common areas such as passageways, entrance lobbies and on Office grounds. They must be kept on a leash or in a cage;
- d) The lessee is responsible for any damage caused by their animal. All resulting damage shall be repaired at the cost of the lessee.

If a lessee contravenes these clauses, a complaint shall be forwarded to the Société protectrice des animaux (SPA) and the municipality concerned in order to ensure compliance with municipal regulations. In addition, the Office will register the offender(s) dossier with the Régie du logement.

# 10- Wild animals

It is prohibited to feed, keep or otherwise attract birds, squirrels, chipmunks or any other wild animal in the areas belonging to the Office. In addition, it is prohibited to install bird feeders on balconies, property grounds or any other location.

# 11- Parking

Parking spaces can only be rented to lessees who own a vehicle. Inasmuch as possible, the Office will ensure that at least one parking space per dwelling is allocated. Each year, the lessee must provide a copy



of their current vehicle registration. Any change of vehicle during the lease period must be reported to our offices.

- 11.1. Each year, the Office shall provide lessees who have a parking space with a sticker corresponding to their reserved space. This sticker must be installed where indicated by the Office.
- 11.2. The use of a parking space must be included in the lease agreement. The Office is not responsible for tickets issued by public authorities.
- 11.3. Holders of parking stickers must use the parking space reserved for them by the Office and whose number appears on their sticker. The vehicle must be parked between the designated parking lines, without encroaching on adjacent parking spaces. The Office also reserves the right, if necessary, to modify the reserved parking space.
- 11.4. A second parking space can be removed at any time. No exchanges are permitted without the authorization of the Office. No subleasing is permitted.
- 11.5. Towing. Any vehicle parked in one of the following areas may be towed without notice and at the expense of the vehicle's owner:
  - a) Garbage collection area;
  - b) Areas reserved for fire trucks or other emergency vehicles;
  - c) Traffic lanes;
  - d) Grassy areas, front and rear yards and pedestrian walkways;
  - e) Vehicles without a sticker, parked in a reserved area;
  - (f) Vehicles whose sticker is no longer valid.
- 11.6. No recreational vehicles, trailers, campers or others are allowed on front lawns, back yards, parking lots and pedestrian walkways.
- 11.7. Repairs to motor vehicles or other equipment are not permitted on parking lots or in any other areas on the grounds or inside the Office's residences and buildings.
- 11.8. Any vehicle parked on the property managed by the Office must be in good working order, duly registered in the lessee's name and capable of being driven. No storage on parking lots (unregistered vehicle, trailer, camper, boat, rowboat, canoe, etc.) is permitted.
- 11.9. An indoor parking space may be allocated for owners of a three-wheel or four-wheel scooter, depending on availability. A monthly fee of \$5 will be charged. Priority will be given to lessees who submit a medical prescription attesting to the requirement for such a vehicle.

In the event of non-compliance with these parking provisions, following 30 days' written notice, the Office reserves the right to repossess the allocated parking spaces.

# 12- Household garbage, recycling and composting

All waste must be placed in sturdy plastic bags and closed containers before being placed in designated garbage collection areas, and not left on balconies or in corridors, entrances, common areas, yards, parking lots or next to the waste container. For composting, only paper bags are allowed.

# 13- Laundry

Laundry should be washed and dried in the laundry rooms, which are available for lessees only. We ask that you respect the following schedule for laundry rooms: 9 a.m. to 9 p.m. The Office does not allow the use of a washer or dryer (compact, mini or regular) in residences where there is no washer/dryer hook-up.

# 14- Cigarettes and Cannabis

No sale of drugs or other illegal substances will be tolerated, under penalty of resiliation of the lease.

Cigarettes and cannabis according to the sector you live in:

cigarettes ana cannabis accord	ing to the sector year hive his	1
Ange-Gardien	Completely smoke-free building (residences, balconies and common areas)	
Granby	Forbidden to smoke cannabis in buildings (residences, balconies and common areas).	
Granby	Cigarettes authorized in residences only.	
Marieville	Completely smoke-free building (residences, balconies and common areas)	
Saint-Césaire	Completely smoke-free building (residences, balconies and common areas)	



Ste-Angèle-de-Monnoir	Completely smoke-free building (residences, balconies and common areas)	
Saint-Paul-D'Abbotsford	Completely smoke-free building (residences, balconies and common areas)	
Waterloo	Forbidden to smoke cannabis in buildings (residences, balconies and common areas).	<b>W</b>
Waterioo	Cigarettes authorized in residences only.	

#### 15- Alcohol

It is prohibited to consume alcoholic beverages in common areas such as indoor and outdoor recreation areas, swings, community halls, corridors, stairways, laundry rooms, etc., except during specific activities organized by tenant associations, subject to obtaining a permit issued by the Régie des alcools, des courses et des jeux, with prior authorization from the Office.

#### 16- Safety

- 16.1. Storage: It is prohibited to store boxes, furniture, bicycles, strollers, toys, scrap metal, wheelchairs, scooters, three-wheel or four-wheel scooters or any other object, either inside and outside buildings, in the front and back yards of rented premises or in common areas (e.g., community rooms, corridors, staircases, etc.). Following receipt of a warning, the Office reserves the right to remove, at the lessee's expense, anything that constitutes storage;
- 16.2. Smoke Detection Equipment: The lessee must notify the Office of any defect in the smoke detection system. It is prohibited to disconnect installed equipment, or to make any modification that may prevent its proper operation. It is strictly forbidden to paint smoke detectors. The lessee is responsible for the purchase and replacement of smoke detector batteries. A specialist will visit you once a year to test the condition of your smoke detector.
- 16.3. Equipment maintenance: For safety and maintenance purposes, the lessee must ensure free and accessible space (1.50 m/5 ft.) is provided in front of the electrical panel, furnace, oil tank and water heater;
- 16.4. Clutter in residences as well as outdoors: Clutter promotes the spread of fire and makes it even more difficult to evacuate the residence. The same applies to external access, which must remain accessible at all times to emergency services. If objects accumulate over time, this constitutes an additional safety hazard.
- 16.5. The lessee has the obligation to make use of their residence with prudence and diligence, to keep it clean, and to avoid any obstruction build-up. If there is a municipal inspection and a fine is issued to the Office, this fine will be charged to the lessee, and a notice will be forwarded to the Régie du logement;
- 16.6. Evacuation exercise: The Office requests all lessees to participate in all evacuation exercises. This enables the Office to assess the lessees' ability to evacuate the premises in a timely fashion in the event of an emergency;
- 16.7. Heating: As a safety measure, additional heaters are prohibited in all residences and common areas of buildings managed by the Office;
- 16.8. Christmas trees: It is strictly forbidden to set up natural Christmas trees in residences.

# Safety is the concern of everyone!

#### 17- Interior and exterior walls and balconies

- 17.1. Painting of exterior walls, including balcony panels and floors, and the permanent installation of a covering (carpets, artificial grass, etc.) is prohibited. It is also prohibited to install a clothesline on the balcony or on the front of a residence, to attach or hang objects (plants, carpets, etc.) on balcony ramps and outside windows. Only portable clothes dryers (laundry rack) are permitted on balconies;
- 17.2. It is prohibited to make any modification to the inside of the residential unit, including the basement (e.g., removing or adding a wall, drilling holes in walls to embed appliances or objects of any kind);
- 17.3. It is prohibited to modify electrical and plumbing fixtures;
- 17.4. It is strictly prohibited to change locks, lock combinations, or install additional locking devices, security chains or alarm systems;



- 17.5. No nails, glue or staples may be used to lay carpets and rugs. Pre-glued, linoleum and ceramic tiles are prohibited on the floors of the premises rented on a temporary or permanent basis. Upon departure, the lessee who has not respected this clause must remove the pre-glued, linoleum floating wood flooring or ceramic tiles and restore the dwelling to the condition in which it was received, at their own expense. If this clause is not respected, the Office may initiate proceedings to recuperate monies due for the restoration of the residence;
- 17.6. It is prohibited to install television antennas (dishes), CB antennas, etc.;
- 17.7. Snow and ice must be removed by the lessee and be placed on the side of the balcony so as not to affect other lessees.

### 18- Sheds and cabanas

The Office is not responsible for any fire, theft, damage or vandalism of lessees' personal effects stored in interior and exterior sheds and cabanas.

Bicycle sheds shall only be used to store bicycles. All bicycles not being used, in pieces or without a sticker provided by the Office will be picked up once a year by our maintenance staff in order to free up the limited space available in our bicycle sheds. It is your responsibility to obtain your sticker from the Office.

# 19- Installation of pools and spas

It is prohibited to install a pool on Office grounds. It is also prohibited to install an indoor or outdoor spa.

#### 20- BBO

Only gas or electric BBQs are permitted on building balconies. Charcoal BBQs are prohibited at all times. It is strictly prohibited to keep or store propane gas bottles inside the residence or indoor storage lockers. <u>It is prohibited to use BBQ-type stoves inside residences.</u>

# 21- Outdoor fireplaces

Outdoor fireplaces/pits are not permitted on Office grounds.

#### 22- Air conditioners

The Office permits the installation of window air conditioners provided that they comply with current standards and for an additional annual cost:

- a) The lessee must inform the Office of their intention to install an air conditioner;
- b) Air conditioners are authorized from May 1 to October 15 of each year;
- c) The air conditioner must be properly installed in the window, in accordance with all safety regulations and approval from the Office, in such a way as not to damage window frames or cause water infiltration. The opening around the air conditioner must be sealed with Plexiglas (no cardboard, plywood, wood, bags or vinyl will be tolerated);
- d) Wall-mounted air conditioners and heat pumps are prohibited.

#### 23- Hazardous materials

The lessee may not use or store flammable, explosive or hazardous materials in a residence or indoor storage space inside buildings managed by the Office, including propane gas bottles, engines, gas-powered equipment, gasoline cans, ammunition or other.

# 24- Obligations of the lessee

- 24.1. Window dressing: The lessee undertakes to install curtains or blinds on all windows and patio doors within 3 months of assuming occupancy of the residence. Sheets, flags, etc. will not be tolerated;
- 24.2. Insects: The lessee undertakes to notify the Office as soon as they notice any insect pests. The lessee must capture one for identification purposes. The choice of exterminator is solely the Office's responsibility. The Office will not cover any costs incurred for an exterminator that is hired by a lessee. The lessee undertakes to make the necessary preparations before, during and after the extermination process, otherwise they shall be held liable and will have to assume the costs related to any additional work.
- 24.3. Fleas: Owners of a cat, where allowed, shall be responsible for reimbursing costs associated with any flea extermination procedures performed by the exterminator.

# 25- Breakage, damage, maintenance and repairs

- 25.1. The lessee shall ensure that screens are in good condition when taking possession of their apartment and will then be responsible for any damage to these nets;
- 25.2. The replacement of the toilet seat, range hood filter, kitchen sink and bath and sink drain plugs, electric, fluorescent and ceiling light globes/bulbs and any broken objects not subject to normal wear and tear are the responsibility of the lessee and at their expense;
- 25.3. The lessee will maintain the water pipes, bathtub, sinks and plumbing fixtures inside the residence in good working order. The lessee will be held responsible in the event a foreign object clogs the pipes and requires the services of the maintenance man;



- 25.4. The lessee must collaborate with the Office concerning maintenance of the rented space. They must immediately report to the Office any breakage, damage or repairs that may be required in the residence or common areas;
- 25.5. The lessee must respect their surroundings and not cause any damage to the building and its installations (streetlights, fences, trees, etc.). Otherwise, the lessee shall be held liable and will have to reimburse costs for the damage;
- 25.6. It is prohibited to paint walls a dark colour or with oil-based paint, and to install wallpaper;
- 25.7. An \$85 surcharge shall be charged to any lessee for whom a service call is made outside normal business hours, due to an oversight and loss of keys or for non-urgent repairs. After three (3) calls outside office hours for the same lessee for the same reasons, the Office reserves the right to refuse service to that lessee. For service calls made during office hours, to unlock a door, replace a window, etc., a fee will be charged (calculated at the current rate schedule);
- 25.8. The installation of waterbeds is prohibited in residences;
- 25.9. Every 5 years, the Office agrees to provide the equivalent of one (1) gallon of white paint per room to lessees who wish to paint their residence. It is prohibited to paint walls with a colour other than the first light shade of a colour palette. Lessees shall assume the costs for colour tinting.
- 25.10. Parents shall be held responsible for any damage caused by their children or guests.

#### 26- Noise and bad neighbourliness

- 26.1. The lessee, as well as those persons they allow access to their residence, undertake not to cause any excessive noise or disorder, such as threats, intimidation, lack of respect towards others or lack of civic-mindedness that is likely to disturb the peaceful enjoyment of the rented premises. This commitment applies both inside and outside the residence, as well as in the interior and exterior common areas. No verbal or physical violence will be tolerated. In the event that a lessee disrupts the peace of the other lessees, procedures shall be undertaken to terminate the lease.
- 26.2. It is strictly prohibited to play in the hallways, stairwells and entryways. Loitering is prohibited in interior and exterior common areas of the buildings managed by the Office.
- 26.3. For peaceful communal living, noise levels between 6 am and 10 pm should not exceed reasonable levels.
- 26.4. No skating, skateboarding, bicycles, running or playing is permitted in the common areas of the building or in the parking lot.
- 26.5. At all times, household members and their guests must act in a civil manner, and respect the community in which they live.
- 26.6. As stipulated in article 1860 of the Civil Code of Québec, "A lessee is bound to act in such a way as not to disturb the normal enjoyment of the other lessees.

He is bound, towards the lessor and the other lessees, to make reparation for injury that results from a violation of that obligation, whether the violation is due to his own act or omission or to the act or omission of persons he allows to use or to have access to the property.

In case of violation of this obligation, the lessor may apply for resiliation of the lease."

The lessee acknowledges that they have read and understood these Building Regulations and agrees to comply with them in all respects. The lessee also acknowledges that these Regulations form an integral part of the lease.

Lessee Signature	 Date	
Lessee Signature	 Date	

