**Apartment address:** 

CORPORATION DES PROPRIÉTAIRES IMMOBILIERS DU QUÉBEC

# **Building Regulations**<sup>©</sup>

In reference to lease #

#### 1. ACCESS TO BUILDING GROUNDS

The tenant does not have access to the yard nor to the building grounds unless the tenant has received the landlord's written authorization. An authorization is also required for any installation (pool, garden shed, table, shelter, etc.) or landscaping (garden, tree planting, etc.), otherwise it will be prohibited. No personal effects are to be left on the grounds at any time. If the tenant is authorized to have a pet and that the pet has access to the grounds, it must be on a leash at all times.

#### 2. BUSINESS ACTIVITIES

Any commercial activity that involves visits from clients or partners is prohibited unless the tenant receives written authorization from the landlord and provides the landlord with a proof of insurance to that effect. This interdiction also applies to the use of an apartment for daycare services, whether there is compensation or not.

#### 3. SIGNAGE AND APPEARANCE

It is strictly forbidden to hang on apartment windows, balconies, walls, or roof any object that could alter the appearance of the building (e.g. bicycle, clothesline, canoe, flag). As well, tenants cannot build nor install any sign, display, notice, or billboard, nor have them built or installed, either outside or inside their apartment if visible from outdoors. However, the current clause is subject to electoral legislation.

#### 4. ANTENNAS, CABLING, AIR CONDITIONERS

The tenant is prohibited from installing or having installed any antenna, cabling, or air conditioner. The tenant is also prohibited from installing or having installed any other equipment that requires any hole drilling or any changes to the building. If the landlord receives such a request, he may agree to waive these prohibitions. The tenant must obtain the written consent of the landlord. If applicable, the conditions of installation must be clearly set out and the installation carried out by a specialist approved by the landlord.

#### 5. INSURANCE

Tenants agree to take out liability insurance and provide the landlord with proof of insurance at each lease renewal.

#### 6. SMOKE DETECTOR

Tenants are required to periodically replace their apartment's smoke detector batteries when necessary and to ensure that they remain functional.

#### 7. PROPER USE OF THE PREMISES

Tenants are required to make proper and conscientious use of the premises. Tenants must keep their apartment in a state of cleanliness and make minor maintenance repairs, with the exception of those resulting from dilapidation or a fortuitous event. Tenants are required to cover any damages caused to the rented apartment.

## 8. LAUNDRY ROOM

Tenants agree to keep washing machine taps closed except when in use.

## 9. HEATING

Tenants agree to maintain heating at 18 degrees Celsius at all times. If heating is the landlord's responsibility, tenants agree not to overheat the apartment (at a maximum of 24 degrees Celsius) and to maintain its airtightness. If responsible for electricity or heating bills as stipulated in their lease, tenants must pay their apartment's energy bills until the end of their lease. The tenant agrees to subscribe to the supplier.

## 10. HOME THEATRES

It is strictly forbidden to use a subwoofer for a home theatre, a computer, or any other electronic device.

## 11. KEYS AND LOCKS

A lock or a mechanism that restricts apartment access may not be installed of changed without the mutual consent of the tenants and landlord.

## 12. BEHAVIOUR

Tenants are required to behave in such a way so as not to disturb the normal enjoyment of the premises by other tenants. Tenants are answerable to the landlord and other tenants of the building for any damages resulting from the violation of this obligation, even if this violation is caused by a person or persons given access to the apartment or the building by a tenant. In case of serious damage resulting from such a violation, the landlord may request the termination of the lease, as well as the eviction of the tenant(s) and all occupants of the apartment.

## 13. CARETAKER

Under no circumstances whatsoever may tenants use the services of the caretaker for personal purposes.

## 14. REPORT ON THE STATE OF THE PREMISES

The condition of the apartment may be determined by a description made by the parties or based on pictures taken for that purpose. If no such documentation is available, tenants are presumed to have received the apartment in good condition at the beginning of the lease.

## 15. HALLWAYS AND ENTRANCES

Tenants agree not to use or allow the use of common areas for recreational, loitering, or storage purposes (for example, a bicycle). Canvassing and door-to-door selling are strictly prohibited.

#### 16. GARBAGE AND RECYCLING

Tenants agree not to throw garbage in yards, back lanes, or building hallways. Tenants must put household garbage in appropriate containers in designated areas, according to waste collection dates and times.

#### 17. OFFENCE

A tenant who commits an offence under municipal bylaws, provincial legislation or condominium building regulations (or any other related matter) agrees to reimburse any fine received by the landlord and any harm suffered by the landlord.

#### 18. SMOKING LEGISLATION

It is strictly forbidden to smoke in the building's common areas.

#### 19. CHANGES TO THE APARTMENT

The landlord and tenants may not change the type or purpose of an apartment for the entire duration of the lease. Upon leaving at the end of their lease, tenants are required to remove any construction, work, or plantations that have been done. If tenants do not do so without damaging the apartment, the landlord at her or his sole discretion keep these in place and pay the tenant the value of the changes or require that tenants remove these and restore the apartment to its original condition at their own expense.

#### 20. DANGEROUS PRODUCTS AND STOVES

Tenants may not use or store in the apartment any substance that constitutes or could constitute a fire or explosion hazard and that could increase the landlord's insurance premiums without the landlord's prior written authorization. Without limiting the preceding general point, the use of a charcoal, wood or any other type of stove using flammable materials is only allowed outside and at least 10 feet away from the building. Tenants agree to comply with the applicable municipal by-laws.

#### 21. SUBLETTING AND ASSIGNMENT OF LEASE

Subletting and assignment of lease are governed by law. The tenant must submit the name and contact information of the applying sublessee or assignee and obtain the written consent of the landlord. If the applying sublessee or assignee meets the criteria established by the landlord, the latter may require the reimbursement of any reasonable expense incurred (e.g. credit check).

## 22. SUBLETTING FOR TOURISTIC PURPOSES

It is strictly forbidden to sublet an apartment in whole or in part to tourists. The tenant will be exposed to severe fines under the Act Respecting Tourist Accommodation Establishments, as well as the termination of the lease under the Québec Civil Code.

## 23. PARKING

- a) Tenants who do not own a car are not entitled to a parking space.
- b) Only one private passenger vehicle (prohibited vehicles include trucks, campers, trailers, etc.) may be parked in the space assigned to a tenant. Tenants may not use parking spaces reserved for visitors or other tenants of the building. Tenants must ensure that apartment occupants and visitors park their vehicles in designated areas only.
- c) Tenants agree not to use their parking space for vehicle or objects storage purposes. Moreover, the tenant agrees to vacate the parking space for snow removal purposes. Tenants also agree not to use their parking space for vehicle repair or maintenance purposes.
- d) It is forbidden to install a carport without the landlord's prior written authorization.
- e) It is forbidden to connect a vehicle to a power outlet located outside the apartment, unless the tenant has obtained a written authorization from the landlord.

## 24. WALLPAPER AND PAINT

Tenants agree not to put up tapestry nor wallpaper, nor to use dark paint without the landlord's prior written authorization. Ceilings' original colour must be kept. Tenants must preserve the original state of unpainted surfaces.

## 25. GARAGE SALES

Before organizing a garage sale outside the building, tenants are required to obtain the landlord's prior written authorization.

# WARNING

Any tenants who do not comply with one of the above clauses may have their lease terminated.

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