

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION #859
RULES AND REGULATIONS
FOR OWNERS AND TENANTS
APRIL 2013

This document sets out the rules and regulations for the Carleton Condominium Corporation # 859 and are hereafter referred to as the "rules". The rules have been extracted from the Declaration, dated January 26, 2011, the By-Laws of the same date, and the Rules and Regulations adopted by the Board of Directors on August 22, 2012. Where appropriate, the source of a rule is found in brackets at the end of the rule. The rules are organized in the following categories:

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1. ENFORCEMENT

- 1.1. 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 be deemed to 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 (By-laws, item 23).

- 1.2. The enforcement process shall be as follows:
 - a. All notices for breach of the rules will be in writing from the Corporation
 - b. Owners or tenants will have 2 weeks (14 calendar days) to comply with the rules;

- c. After 2 weeks, if there is still non-compliance or the breach recurs, a second written notice will be issued by the Corporation to the owner which shall also include a fine of \$50 due on issuance to the Corporation;
- d. If a second 2 week period passes and there is still non-compliance or the breach recurs, a third notice will be issued by the Corporation which shall add an additional \$100 due on issuance to the Corporation and \$100 will become payable to the Corporation for each month the non-compliance continues or recurs;
- e. The Corporation shall also avail its right to legal action including the Lien process provided by the *Condominium Act* to rectify any breach of the rules and collect its fines and legal expenses.

2. USE AND OCCUPATION OF RESIDENTIAL UNITS

2.1. Occupation and Use. The occupation and use of the residential units shall be in accordance with the following restrictions and stipulations (Declaration, Article III, Units, 3.1):

- a. All residential units shall be occupied only for the purpose of a single family dwelling which use shall include a home office provided that such use is permitted by the zoning bylaws of the City of Ottawa and for no other purpose, provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, nor prevent the Declarant while owning and seeking to sell any of the units, in both cases actively taking all reasonable steps to sell those units, may maintain a sales office, advertising signs and suites as models for display but not so as to interfere with the reasonable use and enjoyment of the common elements or other units;
- b. No residential unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation or the reduction in coverage thereunder. If a unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses;
- c. The owner of each unit shall require all tenants, residents and visitors in his unit to comply with the Act, the Declaration, the by-laws and the rules;
- d. No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, plumbing or electrical installation contained in or forming part of a residential unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided, however, that the provisions of this subparagraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any unit;
- e. Should the owner wish to install or replace hardwood, engineered or laminate flooring following written consent of the Corporation, the owner must follow the recommendation of

the Canadian Mortgage and Housing Corporation (CMHC) on minimum acoustical underlayment requirement for hardwood flooring. The CMHC recommends an Field Impact Insulation Class (FIIC) 55, which is the minimum accepted by the Corporation. However, the use of a higher rated underlayment such as DURA-SON that provides a FIIC 69, is encouraged by the Corporation;

- f. No animal, livestock or fowl, other than a pet, shall be kept or allowed in any residential unit. No pet that is deemed by the Board or Manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any residential unit. Such owner shall, within two (2) weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the property. No breeding of pets for sale shall be carried on, in or about any unit;
- g. No noise shall be permitted to be transmitted from one unit to another. If the board determines that any noise is being transmitted to another unit and that such noise is an annoyance and/or a nuisance and/or disruptive (regardless of whether that unit is below or wherever situated in relation the offending unit), then the owner of such unit shall at his own expense take such steps as shall be necessary to abate such noise to the satisfaction of the board. If the owner of such unit fails to abate the noise, the board shall take such steps as shall be necessary to abate such noise and the unit owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, which expenses are to include reasonable solicitor's fees.

2.2.1 Rights of Entry to the Unit. The Corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any residential unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property (Declaration, Article III, 3.2.1).

2.2.2 In case of an emergency, an agent of the Corporation may enter a residential unit at any time and without notice for the purpose of repairing the unit, common elements including any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists (Declaration, Article III, 3.2.2).

2.2.3 If an owner shall not be personally present to grant entry to his unit, the Corporation or its agents may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care (Declaration, Article III, 3.2.3).

2.2.4 The Corporation shall retain a key to all locks to each residential unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to any part of the common elements of which such owner has the exclusive use without immediately providing to the Corporation a key for each new or changed lock (Declaration, Article III, 3.2.4).

2.2.5 The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any residential unit except as specifically provided in this Declaration or the by-laws (Declaration, Article III, 3.2.5).

2.3 Restriction on Sale and Leasing of Parking Units. No owner of a parking unit shall sell, transfer, give or otherwise dispose of same except to the Declarant, the Corporation or to an owner of a residential unit of the Corporation or an owner of a residential unit in Ottawa Carleton Standard Condominium Plan No. 827 (OCSC 827) and lease or license same except to the Declarant, the Corporation or to an owner of a residential unit of the Corporation or of OCSC 827, provided that the term of the lease to a tenant or licensee of a parking unit shall not extend beyond the tenancy or licence of such residential unit (Declaration, Article III, 3.4).

2.4. Nothing shall be added to doors such as door knockers or decorative items with the exception of pre-existing door knockers (which are considered grand-fathered) or a wreath at Christmas so long as it is attached with a proper temporary holder (over the door plastic hanger) so that there is no mark of damage to the surface of the door.

2.5. Owners are permitted to install the following exterior storm door to the balcony door:

Brand: AluminArt
Product name: Regal Delux
Model #: 62RD2L032WH
Colour: Sandstone

This product is currently available at Rona.

2.6. Each owner shall maintain those parts of the common elements of which he has the exclusive use and shall keep clean any balcony, patio or terrace area which the unit has sole access to. Residents shall not use any exclusive use area for storage, laundry or other purpose deemed inappropriate in the sole and absolute discretion of the Corporation.

2.7 Each owner shall ensure that planters hung from the balcony railings do not damage the metal surface the railing.

3. LEASING OF RESIDENTIAL UNITS

3.5. No owner shall lease his residential unit unless he causes the tenant to deliver to the Corporation an agreement signed by the tenant. A Tenancy Agreement Form can be obtained from the corporation. This form must be completed and signed by the tenant, and should be submitted to the Corporation by the owner prior to occupancy.

- 3.6. Where a tenant residing in a residential unit is in breach of any of the provisions of the Declaration, the By-laws and/or the rules of the Corporation and such breach continues for a period of at least ten (10) days following written notification by the Corporation to the tenant of such breach or such breach recurs, then the Corporation, in addition to any other enforcement process or other remedies it may have pursuant to the Act, the Declaration, the By-laws and the rules of the Corporation or any other remedies it may have at common law, shall have the right to the following:
- a. Notify the unit owner of such breach or recurring breach by his tenant and require the unit owner to take immediate steps to remedy such breach; and
 - b. If the unit owner fails, within seven (7) days after notification, to remedy such breach (and the opinion of the Corporation shall be conclusive in this regard) the Corporation shall be and is hereby irrevocably authorized, constituted and appointed the true and lawful attorney of the unit owner for and in his name to do the following:
 - i. give notice to the tenant to terminate the tenancy in accordance with the Landlord and Tenant Act of Ontario;
 - ii. apply for an Order declaring the tenancy terminated in accordance with the said Landlord and Tenant Act;
 - iii. do all manner of acts, assurances, deeds, covenants and things as shall be required and as the Corporation or its counsel may see fit for any or all of the foregoing purposes.

Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant.

4. LOCKERS AND STORAGE AREAS

- 4.5. Residents shall not leave articles in the corridors outside the storage lockers, with the exception of bicycles. Articles not stored in the lockers will be removed and disposed of at the residents expense.
- 4.6. Property stored by the resident (including bicycles, which must be kept in designated areas) is at the resident's risk and must be stored in proper storage areas and in safe condition. Residents shall ensure anything of value is always securely locked

5. USE OF COMMON ELEMENTS

- 5.5. Use of Common Elements. Subject to the provisions of the Act, the Declaration, the bylaws and the rules, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided (Declarations, Article IV, 4.1).
- 5.6. Additions, Alterations and Improvements. For the purposes of Section 98 of the Act, the Board shall decide whether any addition, alteration or improvement to, or renovation of, the

common elements, or any change in the assets of the Corporation is substantial (Declarations, Article IV, 4.2.1).

- 5.7. Exclusive Use of Parts of Common Elements. Subject to the compliance with the Act, the Declaration, By-laws and the rules passed pursuant to the Act, the owner of each unit shall have the exclusive use of those parts of the common elements as set out in Schedule "F" of the Declarations (Declarations, Article IV, 4.2.3).
- 5.8. Restrictive Access. Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance storage areas, operating machinery, or any other part of the common elements used for the care, maintenance or operation of the property (Declarations, Article IV, 4.2.4).
- 5.9. Water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose clients, guests, visitors, servants, clerks, employees or agents shall cause it (By-laws, 1).
- 5.10. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever (By-laws, item 2).
- 5.11. No awnings or shades shall be erected over or outside of the windows nor shall any unit owner replace or make any modification to any exterior door or window in the unit without the prior consent of the Board (By-laws, item 3).
- 5.12. No owners shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any status or municipal by-law (By-law, 4).
- 5.13. Nothing shall be placed on the outside of window sills or projections, without prior consent of the Board of Directors (By-laws, item 5).
- 5.14. The owner shall not place, leave or permit to be placed or left in or upon the common elements, including those of which he has the exclusive use, any debris, refuse or garbage except on days designated by the Board or the manager as garbage pick-up days nor shall he directly carry or place same in any area designated by the Corporation as a central garbage depository. Such debris, refuse, or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding twenty-five pounds per bag in weight. Where such debris, refuse, or garbage consists or packing cartons or crates, the owner shall arrange with

the manager for pick-up thereof and such packing cartons or crates shall not in any event be left outside the unit (By-laws, item 7).

- 5.15. Owners, their families, clients, employees, and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the manager, may or does disturb the comfort or quiet enjoyment of the property by the owners, their families, guests, visitors, servants and persons having business with them (By-laws, item 8).
- 5.16. Nothing shall be thrown out of the windows or doors or down stairwells of the building (By-laws, item 9).
- 5.17. Owners shall not overload existing electrical circuits (By-laws, item 10).
- 5.18. No auction sale shall be held on the property (By-laws, item 11).
- 5.19. No stores of any combustible materials or offensive goods, provisions or materials shall be kept in the units or on the property (By-laws, item 12).
- 5.20. No noise, caused by any instrument or other device, or otherwise, which in the opinion of the Board may be calculated to disturb the comfort of the other owners shall be permitted (By-law, 13).
- 5.21. The sidewalks, entries, passageways, walkways and driveways, elevators, shipping areas and corridors used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units. Waste paper, garbage, refuse, or anything that shall tend to make them appear unclean or untidy shall not be placed in such areas or facilities (By-laws, item 14).
- 5.22. No television antenna, aerial, tower, satellite dish (greater than 20" in diameter) or similar structure and appurtenances greater than thereto shall be erected on or fastened to any unit, or any portion of the common elements, except by the Corporation in connection with a common television system (By-laws, item 15; modified by the Board October 7, 2011).
- 5.23. No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements except where permitted by the Declaration (By-laws, item 16).
- 5.24. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers and flower beds (By-laws, item 17).
- 5.25. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any owner, his family, guests, servants, agents or occupants of his

unit shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses (By-laws, item 18).

- 5.26. Smoking is not permitted in the common elements areas of the building (i.e. lobby, corridors, stairwells, garage and roof-deck) (By-laws, item 19). This also includes the exterior landing and stairs in the front and rear of the buildings.
- 5.27. No owner shall do anything or permit anything to be done that is contrary to any statute or municipal by-law or any rules, regulations or ordinances passed under any statute or municipal by-law (By-laws, item 20).
- 5.28. Barbeques shall not be permitted to be used on decks, patios or other outside areas over which a unit has exclusive use except in accordance with City of Ottawa by-laws (By-laws, item 24).
- 5.29. No clotheslines shall be erected nor shall clothes be allowed to dry outside of a unit.
- 5.30. Without the consent in writing of the Corporation, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance storage areas, operating machinery, or any other part of the common elements used for the care, maintenance or operation of the property.
- 5.31. No owner may landscape the front or rear yard adjacent to his unit without obtaining the written consent of the Corporation.
- 5.32. No alcoholic beverages are permitted in the common areas, except those to which residents have exclusive use.
- 5.29. No item may be affixed to the exterior brick surface of the building or exclusive-use areas, by use of permanent (e.g., nails) or non-permanent methods (e.g., adhesive, brick clips).
- 5.30. Garbage, recycling and green bins must be clearly labelled with the street address and unit number.
- 5.31. Garbage and recycling bins must be brought to the designated garbage collection area and returned inside after garbage / recycling has been collected, as per the weekly collection schedule and City of Ottawa bylaw requirements.
- 5.32. Owners must ensure that their garbage and/or recycling bins are kept clean and that the area around their garbage and/or recycling bins is kept clean.
- 5.33. City of Ottawa-issued Green Bins are permitted on the balconies, but may also be stored in the designated garbage/recycling room in the basement, as long as they are kept closed and are cleaned on a regular basis to control maggots.

6. MAINTENANCE AND REPAIRS

- 6.5. With the exception of those portions of the parking units consisting of the water proofing membrane and traffic topping each owner shall maintain his unit and, subject to the provisions of the Declaration and Section 123 of the Act, each owner shall repair his unit after damage, all at his own expense. Each owner shall be responsible for damage to any other unit or to the common elements which is caused by the failure of the owner to so maintain and repair his unit (Declarations, Article V, 5.1).
- 6.6. The Corporation shall repair and maintain the common elements and shall repair and maintain the exterior of all doors which provide the means of ingress to and egress from a unit, and to all windows, save and except for maintenance of interior surfaces of windows and window frames and doors providing ingress to and egress from a unit, all at its own expense, whether such doors and windows are part of a unit or are part of the common elements (Declarations, Article V, 5.2).
- 6.7. The owners of those residential units in which a fireplace is located shall clean, maintain and repair yearly the fireplace located in their unit and the flue connected thereto notwithstanding that part of the flue is located in and forms part of the common elements (Declarations, Article V, 5.3).
- 6.8. The Corporation shall repair and maintain structural walls, wires, pipes, cables, conduits ducts, flues, breaker boxes used for power or public utility lines within a unit which serve other units as well as that of a specific unit owner. The Unit owners shall maintain and repair all fixtures, outlets, exhaust fans, heating equipment, air conditioning equipment, thermostats and other facilities which are within the boundaries of the unit and/or which service that unit only (Declarations, Article V, 5.4).
- 6.9. Owners and tenants are required to ensure their contractors take care and due diligence to protect common elements that they must use and/or access in the course of completing maintenance or renovations in a unit. This includes placing drop cloths and cleaning up common areas to their condition prior to contractor activity. Owners and tenants shall be responsible for any cost incurred by the Corporation for clean-up or restoration of common elements caused by an owner's contractor.

7. USE OF PARKING UNITS

- 7.5. No unit owner or his guest, tenant, invitee nor family member shall park on the common elements or a parking unit not owned by the unit owner or not exclusive use parking to the owners unit (Declarations, Article IV, 4.2.6). If this occurs, the renter/owner of the

parking spot in question has the right to have the car towed if the car remains in his spot for greater or equal to one (1) hour.

- 7.6. Should a car be parked in the unit owner, his guest, tenant, invitee or family member park in a parking unit not owned by the unit owner, the
- 7.7. No motor vehicle shall be driven on any part of the common elements other than on roadways and parking spaces.
- 7.8. In the event that the Corporation, for reasons of cleaning, snow removal, maintenance or repair, temporarily requires vacant possession of any parking space, the owner thereof shall ensure that such space is vacated for the period as the Corporation requires in the circumstances. In the event that such owner fails to vacate the parking space upon reasonable notice, the Corporation shall be entitled to remove or have removed any motor vehicle or other obstruction from the parking space and the cost thereof shall be charged back against such owner as an additional contribution to the common expenses and shall be recoverable as such.
- 7.9. Except for as provided for herein, each parking unit shall be used and occupied only for motor vehicle parking purposes, and without restricting any wider definition the word "motor vehicle" as may be imposed by the board of directors, the term "motor vehicle" shall be deemed to include a private passenger automobile, station wagon and motorcycle as customarily understood. The owner of each parking unit shall maintain such unit in a clean and sightly condition. The corporation may make provision in its annual budget for the cleaning of the parking units (Declaration, Article III, 3.3).

8. PETS

- 8.5. No animals, livestock or fowl other than a pet shall be kept upon the common elements. When on the common elements, including those parts thereof of which any owner has exclusive use, all pets must be on a leash. No pet that is deemed by the Board or Manager in its absolute discretion to be a nuisance shall be kept by any owner upon the common elements. Such owner shall, within two (2) weeks of receipt of a written notice from the Board or Manager requesting removal of such pet, permanently remove such pet from the property (Declarations, Article IV, 4.2.5).
- 8.6. No pet shall be permitted to befoul or damage any common area. Should the animal defecate on any part of the common elements, the owner (or custodian) shall immediately remove such defecation and dispose of it within his / her own unit.
- 8.7. No pet shall be permitted on the common elements unless it is on a leash and accompanied and controlled by a responsible person.

9. MOVING

- 9.5. Moving will be done at the owner's sole risk, in a competent and careful manner, through designated doors and during designated hours. The owner will be responsible as principal for any damage caused by his/her movers or by himself/herself during moving.
- a) Residents will notify the Corporation of their moving time and date at least 1 week before their move-out date and intended move-in date.
 - b) Residents will be asked to provide a damage deposit of \$100 payable to the Corporation at least one week in advance of their move. This deposit will be returned to the resident within 5 business days from when the move is completed if there is no damage to the building including the carpets has occurred. If damage has been caused by the move, or the carpets have been unduly soiled, the cost of repairs and cleanup will first be deducted from the deposit and any additional costs will be charged to the residents.

10. EXTERMINATION

- 10.5. Vermin extermination in-side the unit is the owners' responsibility. The condominium employs an exterminator to ensure the outside property is vermin free as far as possible. Assistance by the condominium exterminator is available if desired at the owners' expense.

11. GENERAL

- 11.5. Water shall not be left running unless in actual use (By-laws, item 6).
- 11.6. Interior stairways leading from the ground floor to the second floor of units located on Level 2 shall be carpeted (By-laws, item 21).
- 11.7. Air conditioning units cannot be water cooled units (By-laws, item 22).
- 11.8. Trespassing (unlawful intrusion that interferes with one's person or property) is not permitted. (Adopted by the Board, October 7, 2011).
- 11.9. The resident is responsible to dispose of furniture or large household items. And will make arrangement for pick up by the appropriate service company. Any refuse left in the garbage room and not accepted by the city will be disposed of and the cost will be charged back to the unit owner.