## CERTIFICATE IN RESPECT OF A RULE

(Under subsection 58(7) of the *Condominium Act, 1998*)

**OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 678** (the "**Corporation**") certifies that:

1. On May 11th, 2018, the Corporation duly gave notice of the attached rule to the owners of the Corporation;

2. Within 30 days after the board has given notice of the rule, the Corporation did not receive a requisition for a meeting of owners from owners owing at least 15 per cent of the units;

3. The attached rule is therefore effective as of **July 1, 2018**.

**DATED at Ottawa on:** July 12**, 2018.**

**OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 678**

Per: _____
Hsiu Hong
President

We have the authority to bind the Corporation.

# TENANCY RULE

## OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 678

**(the "Corporation")**

Adopted pursuant to Section 58 of the *Condominium Act, 1998*

**WHEREAS** the Board of Directors of the Corporation has the authority to pass rules governing the use and occupation of units in order 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 and of other units;

**WHEREAS** short-term tenancies tend to increase traffic and wear and tear of our common elements;

**WHEREAS** short-term tenancies reduce our common security and is detrimental to the sense of community at the Corporation;

**WHEREAS** short-term tenancies may result in additional cost to the Corporation; and,

**WHEREAS** short-term tenancies present insurance and legal risks to the Corporation, including under the *Occupiers liability Act*;

**NOW THEREFORE** THE FOLLOWING IS ENACTED AS A RULE OF THE CORPORATION:

### Effective date

1. This rule is in effect as of July 1, 2018. This version of the rule supersedes and replaces the provisions of the 2012 Corporation's general rule dealing with tenancy of units.

### Definitions

2. Any other words and phrases which are defined in the *Condominium Act*, 1998 (as amended from time to time) or in the Regulations thereunder or in any successor legislation thereto [the "**Act**"] shall have ascribed to them the meanings set out in the Act. Specifically, in this rule, the following words or phrases are defined as follows:

    a. "**Act**" means the *Condominium Act*, 1998, S.O. 1998, c.19 and all regulations thereunder and any amendments to said Act and regulations and any successor legislation;

    b. "**Board of Directors**" or "**Board**" means the board of directors of the Corporation;

    c. "**Corporation**" means Ottawa-Carleton Standard Condominium Corporation No. 678;

    d. "**Owner**" means "**owner**" as defined in the Act and shall mean the owner(s) of a residential unit;

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e. "**Property Manager**" or "**Property Management**" or "**Manager**" or "**Management**" means the individual or company appointed by the Corporation to manage the property and assets of the Corporation, or any agent or employee thereof;

f. "**Occupants**" means anyone who is a resident in any residential unit in the Corporation, for any length of time, and includes, but is not limited to, an Owner, any tenant, sub-tenants, their families, visitors, guests, clients, employees, contractors, agents, servants or anyone who is permitted to reside, occupy or to be present in a residential unit for any period of time by the Owner or by a tenant of the unit;

***General terms and conditions of leases***

3. No one shall rent, lease or allow the occupancy of their unit except in accordance with the Declaration and this rule, or as directed by the Board.

4. All leases and tenancies of units shall be of a residential and single family nature and shall abide by the spirit and letter of the *Condominium Act*, the Declaration, By-laws and Rules of the Corporation.

5. There shall be no hotel, rooming, boarding or lodging house, transient use, short-term leasing, time-sharing or dormitory use with respect to any residential unit.

6. All tenancies shall be in writing and must comply with the Ontario Residential Tenancies Act, as amended or with any successor legislation.

7. No one shall allow a tenant to sublet the unit to another tenant without first advising the Corporation in writing and without complying with this rule as if the subletting constituted a new lease. Section 83 of the Act and this Rule apply to all licenses, leases, sub-leases and other tenancies of any duration.

8. Where lease arrangements or a right to occupy a unit are made by the Owner with a corporation, partnership or other business or corporate entity as tenant or occupant, any change in the residents/occupants of the unit shall be treated as a change in tenancy. In such cases, the owner shall comply with the present rule as if this change in occupancy constituted a new lease.

9. During the period of occupancy of a residential unit by a tenant, the owner shall have no right to access or use of any part of the common elements (including, but without being limited to, the recreational facilities, the amenities and the visitor's parking). The use of these are reserved exclusively to the tenant for the duration of the tenancy. The owner shall however be entitled to enter the premises to deal with the tenants or to deal with matters pertaining to the corporation or to visit other occupants of the corporation.

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10. No Owner shall lease his/her parking unit to anyone who is not otherwise an Occupant of a unit at the Corporation (either by virtue of ownership of a unit or by virtue of a lease of a unit). The occupancy of a parking unit by a tenant can only be for the duration of, and in association with, the lease of the residential unit.

***Minimum leases***

11. The rental, lease or occupation of a unit shall be for an initial term of not less than three (3) months. A sublease, provided that it otherwise complies with this Rule, may be for less than three (3) months but only provided that the sublease is for the balance of the lease (i.e. until the end of the lease).

12. The foregoing also does not prohibit the accommodation of *bona fide* visitors in the unit without payment or other consideration, where that accommodation is incidental to and normally associated with the permitted single family residence of a dwelling unit.

13. The Board may allow shorter leases where the Board is satisfied, at its sole discretion, that it is the owner's *bone fide* intention to promptly sell or take occupancy of the unit upon the expiry of the term of the lease; where the owner chooses to reside for an extended period of time in a location outside the City of Ottawa or for any other compelling reasons left at the Board's sole discretion.

***Notice to the Corporation***

14. The owner of a unit who leases or subleases the unit or who renews a lease or sublease of the unit shall, within 10 days of entering into or renewing such lease, as the case may be,

    a. notify the Corporation that the unit is leased;

    b. provide the Corporation with the tenant/lessee's name(s), email address and telephone number(s);

    c. provide the Corporation with the owner's postal address, email address and telephone number for the period of occupancy by the tenant;

    d. deliver to the Corporation before the tenant takes possession of the unit a duly completed Tenant Information Form (attached as Schedule A) and a Tenant Undertaking and Acknowledgement (attached as Schedule B).

    e. provide the lessee with a copy of the Declaration, By-laws and Rules of the corporation; and,

    f. The foregoing information and documentation shall be supplied without charge to the Corporation.

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***Termination of the lease***

15. The owner shall notify the Corporation in writing that the unit is no longer rented, within ten (10) days of:

    a. The termination or non-renewal of the lease;

    b. The tenant(s) having vacated or ceased to occupy the unit.

16. Owners shall be personally responsible for the recovery from the tenants of any keys, parking garage remotes, security fobs or other means of access initially provided to the tenants and for any additional costs incurred by the Corporation caused by the owner's failure to comply with this rule.

17. In the event that the Owner of a unit or their Tenant fails to comply with the above requirements or fails to comply with Section 83 of the *Condominium Act*, any person or persons intending to reside in or occupy the Owner's unit shall be deemed a trespasser by the Corporation and entry to the building may be expressly denied by the Board, at the Board's unfettered discretion, until the proposed tenant and/or the Owner have complied with the foregoing and with the *Condominium Act*, the Declaration, the By-laws and the Rules of the Corporation.

***The owner shall indemnify the Corporation***

18. The Owner shall ensure that the Occupants of a unit, including their tenant(s) and visitors comply with the provisions of the *Condominium Act*, the Declaration, the By-laws and the Rules of the Corporation.

19. The Owner shall be responsible for the conduct, actions and omissions of the Occupants of their unit, including that of their tenant(s) and their visitor(s).

20. The Owner shall indemnify the corporation for any damage to, or costs incurred by, the Corporation resulting from the conduct, actions and omissions of the Occupants of their unit, their tenant(s) and/or of their visitor(s). Any such cost or damage will be assessed, charged and collected against the owner in the same manner as common expenses, including through the registration of a lien.

21. The Owner shall be responsible for any damage or additional maintenance to the common elements caused by the Occupant of their unit, their tenant(s) or their visitor(s) and for all costs resulting from, or associated with, enforcing the Declaration, By-laws, Rules and the *Condominium Act* against the tenants or their visitors. The Owner shall also be responsible for any costs incurred by the Corporation to defend unsuccessful litigation (including before the Human Rights Tribunal) commenced by a tenant against the Corporation. Such damage or cost will be assessed, charged and collected against the owner in the same manner as common expenses, including through the registration of a lien.

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***General clauses***

22. Each of the provision of this Rule shall be deemed independent and severable from the others. The invalidity or unenforceability in whole or in part of any one or more of these provisions shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remaining part of this rule, and in such event, the other part of the rule shall continue in full force and effect as if such invalid rule or part of a rule had never been included herein.

23. No restriction, condition, obligation or provision in this Rule shall be deemed to have been abrogated or waived by any failure to enforce same, irrespective of the number of violations or breaches which may occur.

Date: May 11, 2018

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**SCHEDULE "A"**
**TENANT INFORMATION FORM**

Unit _____, Municipal Address: _____

Landlord's Name: _____

Landlord's Permanent Address: _____

Landlord's Telephone: _____

Alternate Telephone: _____

Landlord's Email Address: _____

Term of Lease: _____

Commencement Date: _____

***Attach a copy of the application/offer to lease and of the lease.***

Tenant's Full Name(s): _____

Tenant's Vehicle Plate Number: _____

Number of Residents: _____

Tenant's Home Telephone: _____

Tenant's Business Telephone Number: _____

Tenant's Email address: _____

Name of Nearest Relative/Emergency contact: _____

DATED at _____this _____ day of_____, 20___.

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## SCHEDULE "B"

## TENANT'S UNDERTAKING AND ACKNOWLEDGEMENT

I/WE, _____ the undersigned, as tenant(s) of Unit _____ [the **"Unit"**] at Carleton Condominium Corporation No. 678, acknowledge and agree that I/we, the members of my/our household and my/our guests from time to time, will, in using the Unit rented by me/us and the common elements, comply with the *Condominium Act 1998* and all subsequent amendments thereto [the "**Act**"], the Declaration, the By-laws, and all Rules of the Corporation during the term of my/our tenancy, and will be subject to the same duties imposed by the above as if I/we were a Unit Owner, except for the payment of common expenses unless otherwise provided by the Act.

I/We further acknowledge receipt of the Declaration, By-Laws and Rules of the Corporation.

I/We acknowledge that I am/we are subject to the provisions contained in the Act and the Corporation's Declaration, By-laws and Rules.

I/We intend to occupy the Unit with the persons named below as our principal residence and for no other purpose and I/we further acknowledge and agree that only those persons named below will be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Unit contravenes the provisions of the Act or the Corporation's Declaration, By-Laws and Rules, my/our tenancy may be terminated in accordance with the provisions of the Act.

I/We intend to occupy the Unit with the following persons

| | Name | Relationship to tenant |
|---|---|---|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |

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DATED at _____ this _____ day of _____, 20__.

_____
Signature

_____
Tenant's Name (print)

_____
Signature

_____
Tenant's Name (print)

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