

## **ADDITIONAL CLAUSES TO THE LEASE AND BUILDING REGULATIONS**

1. **GARBAGE TAX(IF APPLICABLE)** - Garbage tax is payable by the lessee. (Not included in the rent) In the event of a municipal authorized change in the manner of collection or billing \$100 per year will be added to the rent.
2. **ADDITIONAL CLAUSES** - Monthly rents are payable in advance the first day of each month to the superintendent or in the office of the building. A twenty-dollar (\$20) penalty will be charged to the lessee for each cheque refused by the bank on grounds of insufficient funds, ill-written cheques, or a cheque returned for any reason whatsoever that is the fault of lessee
3. **USE-** As per the Lease, the rented premises are to be used for residential purposes only. No commercial activities are permitted. For greater clarity, this includes, but is not limited to: **AIRBNB, SALON and SPA SERVICES, DAYCARE, OFFICES.**
4. **OCCUPANTS** - The rented premises are to be used solely for habitation by the lessee and members of his family, who number \_\_\_\_ individuals. The dwelling may only be occupied by persons declared at the signing of the lease.
5. **GENERAL RULES OF THE BUILDING**
  - GARBAGE** – The lessee shall wrap and seal all his garbage in plastic bags and shall deposit them in the garbage chute, if applicable, or in the designated areas.
  - PETS** – No animal, whether a pet or not, shall be allowed or kept on the premises (this includes visiting animals).
  - HALLWAYS** - The lessee shall not, nor shall he permit anyone else, to hinder passage in the hallways, fire exits, or other common areas of the building. Furthermore, the lessee shall not permit any children in his care to play in said hallways or common areas of the buildings. No shoes, over-shoes, winter boots, baby carriages, nor any other objects shall be left in hallways, fire exits, lobbies or entrances to the building. The lessor reserves the right to remove these objects or to have them removed at the expense of the lessee without any prior notification.
  - WASHERS & DRYERS** – Washers, dryers, dishwashers, garbage disposals and garbage compactors shall not be permitted in the leased premises.
  - WATERBEDS** – Waterbeds or any furniture or accessories containing water are strictly forbidden.
  - NOISE** – The lessee shall not, nor shall he allow anyone else, to make noise (including loud music) at any time in the leased premises, buildings or adjoining land which is of a nature to disturb other lessees.  
He shall not, nor shall he allow anyone else, to play musical instruments after 10:00pm nor before 10:00am
  - CLEANING** – Each lessee shall keep the leased premises in a good state of preservation and cleanliness and shall not suffer any accumulation of useless property or rubbish therein (causing fire hazard or vermin).
6. **PROHIBITIONS**
  - No objects shall be thrown out of windows, over balconies or terraces or any other openings in the exterior walls or in yards or gardens of the building by the lessee or persons connected with him.
  - No offensive or combustible goods, liquids or products shall be kept on the premises.
  - No bicycling or roller-blading is permitted in the corridors.
  - The lessee shall not, nor shall he permit anyone else, to hang objects outside his windows.
  - The lessee shall not leave water running unattended within the leased premises.
  - The lessee shall place no objects on the balcony except for chairs, lounging chairs or other furniture designed to be used in a similar manner, nor shall the lessee affix any carpets / and / or covering there or be it permanent or temporary.
  - The lessee shall not place anything in the dwelling that may be a load in excess of that for which the floor has been designed
  - Natural Christmas trees are strictly forbidden.
  - The lessee shall not shake or clean any carpet, clothes, mops or any other objects out of the window or over the balconies.
  - It is forbidden to tamper or intervene in any manner with the plumbing or electrical systems.
  - It is strictly forbidden to use barbecues on the premises or on adjoining premises such as the balcony or in common areas.
  - The lessee must obtain the written consent of the lessor before installing any air-conditioning unit.
  - Interior or exterior clotheslines are strictly forbidden.
  - The lessee shall not use or install any machine or mechanical device of a nature to occasion objectionable noise or vibration or be injurious to the said leased premises or building
  - The tenant must observe strict care not to allow windows and doors leading to the outside of the leased premises to remain open so as to admit rain or snow, or to cause a breakdown of the heating units or pipes.
  - It is strictly forbidden to use cannabis by inhalation (smoking cannabis). The definition of "smoking" also refers to the use of a pipe, a bong, an electronic cigarette or any other device of this nature. This prohibition applies to the interior and exterior areas of the property, including the dwelling, land, balconies, terraces and common areas.
7. **THE LESSEE SHALL REFRAIN FROM**
  - Overloading existing electrical circuits.
  - Intervening in the operation of the controls of the furnace, electrical circuits, etc...
  - Installing a radio or television antenna or satellite dish on the balcony or exterior of the building.
  - Placing in the premises a load upon the floor above the capacity which the structure can normally support.
  - Making holes in the walls or woodwork
8. **NOTICE POSSESSION/CONDITION OF THE PREMISES** - The lessee agrees to notify in writing the lessor with ten (10) days of taking possession of the premises of any defects, damages or any other problems affecting said dwelling. Failing such a notice, it shall be presumed that everything is in order.
9. **GUARDIANSHIP OF THE PREMISES** - The lessee shall make all the lessee's repairs on the premises and, furthermore, without restricting the generality of the preceding, shall protect against freezing, abuse or negligence all water overflow pipes, toilets, sinks, baths, electrical appliances and wall plugs, all windows, mirrors or any other accessories, since they are under the immediate control of the lessee and he shall maintain said objects in a good state of repair at his own expense. The lessee shall remove all snow from his balcony after each snowfall.
10. **KEYS** - The lessee must return all keys upon termination of the lease. For the safety and security of all tenants the lessee agrees to leave a refundable security deposit for secure keys and/or magnetic cards.
11. **DEPOSIT:-** A deposit (if any) or any other amount owed by Lessor to Lessee may be compensated against any judgment rendered in Lessors favour.
12. **GUARANTOR:-**If a Lease is guaranteed by a Guarantor, the Guarantor is committed for the duration of the Lease and its renewals.
13. **WINDOW COVERINGS** - The lessee must install appropriate window coverings on all windows upon taking occupancy and throughout his stay. The lessor, at his discretion, may decide what is or is not appropriate.
14. **MUNICIPAL REGULATIONS** - The lessee must adhere to all municipal regulations and/or bylaws and ordinances concerning the leased premises. The lessee must change the battery in the smoke detector as needed.
15. **HANDING OVER THE PREMISES** - Upon termination of the lease, the lessee shall hand over the premises in a condition identical to that existing upon taking possession of said premises, with due consideration to the deterioration caused by normal usage.
16. **PEACEABLE ENJOYMENT** - The lessor will not be held responsible for any delays beyond his control, caused by damages to the heating, hot water reservoir, electrical, plumbing, kitchen appliances, cable TV (if applicable), elevators, etc. The lessor will not be held responsible for damages, disturbances or any inconveniences caused by other residents in the building. If the building or rented unit require and should the lessee have to vacate the premises the lessor will not be held responsible. In all of the above cases the lessee cannot obtain an indemnity, compensation nor rent reduction from the lessor.
17. **CHANGES TO THE PREMISES** -The lessee shall not effect any changes to the leased premises without first obtaining written permission from the lessor. The lessee may not apply any wallpaper, contact paper, or paint colored differently from the existing, before

- obtaining permission from the lessor. The lessee is responsible to return the premises to its original condition upon termination of the lease. The lessor reserves the right to ask in advance of the lessee the cost of restoring the dwelling to its original condition.
18. **COMMON AREAS** - The sidewalks, entries, passages, halls, elevators and stairways shall be under the exclusive control of the lessor and shall not be obstructed by any of the tenants, or used by them for any other purpose than for ingress or egress to and from their respective apartments. The lessor shall not be obliged to keep the front service and garage entrances clear of snow sooner than forty-eight (48) hours after a snowfall.
  19. **RECREATIONAL FACILITIES** - Any recreational facilities, including swimming pool and facilities accessory thereto, which are or may be provided by the lessor, are so provided as a convenience to its lessee's, and do not form an integral part of the lease. Only the lessee and family members living within the leased premises may use such recreational facilities but the lessor at his sole discretion may restrict, alter, change or delete any such recreational facilities without cause or notice and without the lessee having any claim for compensation, indemnity, or reduction of rent by reason thereof. The lessor shall regulate the times and manner in which such facilities may be used. These decisions are to ensure the security and peaceable enjoyment of all the lessees. The lessees and their families assume all risks in association with the use of said facilities, and may not hold the lessor responsible for any incident, harm or damages resulting from use of these facilities.
  20. **SWIMMING POOL (IF APPLICABLE)** – **1.** No one may use the pool when alone on the premises. **2.** No one under 12 years of age is permitted in the pool area unless accompanied by a responsible person over 18 years of age. **3.** No food or alcohol is permitted in the pool area. **4.** The door or gate leading to the pool must be closed upon entry. **5.** No glass container may be brought to the premises. **6.** Shoving is prohibited within the pool area. **7.** Water games are strictly forbidden in or around the pool. **8.** No beach accessories or inflatable toys, balls or objects are allowed within the premises. **9.** Spitting or chewing gum is forbidden. **10.** A bathing cap is compulsory for all who may be considered to have long hair. **11.** Swimmers must shower before entering the pool. **12.** Animals are not permitted in the pool area. **13.** The lifeguard, at his/her sole discretion, may restrict use of the pool or surrounding area. The tenant and/or family member is obliged to comply with instructions given by the lifeguard.
  21. **MAINTENANCE OF THE PREMISES** -The lessee hereby agrees that he shall not uselessly allow water to run and that he shall be responsible for any damages caused by his negligence either to the building, furniture, appliances or to the property of any other lessee. The lessee shall be responsible for any damages caused by leaving windows open.
  22. **NOTICE OF DAMAGES** - The lessee shall give an immediate written notice to the lessor of any accident, defect, leak, fire or damage of any sort either in or around the premises or to any electrical lighting, plumbing or heating appliances furnished by the lessor.
  23. **HEATING** - If applicable, the lessee shall heat the premises in an adequate manner during cold temperatures and shall maintain any appliance necessary to effect such heating.
  24. **INSURANCE** - The lessee shall carry his own fire, water and tenant liability insurance. Should any fire occur and the apartment becomes uninhabitable, the present lease would be cancelled without any possible recourse for the lessee. Lessee must provide proof of insurance upon demand by Lessor.
  25. **CAR INSURANCE-** If Lessee is renting a parking space from Lessor, Lessee must provide proof of car insurance upon demand by Lessor.
  26. **STORAGE SPACE** - The lessee shall not keep nor shall he use in the dwelling or in any storage area any material which may be explosive or flammable in nature. The lessee uses the storage space provided at his own risk and the lessor cannot be held responsible for any loss, theft, vandalism or any other damages to stored items. The lessee must install his own lock.
  27. **AUTOMATIC WASHERS AND DRYERS** – The lessee may use the coin operated automatic washers and dryers situated in the building at his own risk and expense. However, the lessor offers no guarantee as to the efficiency of said machines.
  28. **TELEVISION** – It is understood that the main television antenna or cable TV service, if applicable, and its connections are available to tenants with no guarantee as to the quality of reception or efficiency. The tenant shall not be compensated for any interruption to the service. Only one (1) telephone/cable jack shall be provided by the lessor.
  29. **ADDITIONAL LOCKS** – The lessee may install a safety lock on the entrance door to the leased premises on the condition that he supply the lessor with a key to be used only in cases of dire necessity or with the verbal consent of the lessee.
  30. **LIABILITY** – If two (2) or more persons are mentioned in the present lease these persons shall be jointly and severally responsible for the execution for each of the obligations contained in the lease and this document.
  31. **RESIDENCY** – With respect to the present lease the lessee elects domicile in the leased premises.
  32. **ACCESS** –In the event that the lessee gives notice to the lessor of his intention to terminate the lease the lessor shall have unrestricted access to visit with prospective tenants without advance notice between the hours of 9:00am & 8:30pm 7 days/week
  33. **FALSE DECLARATIONS** – All information given on the offer to lease must be true and accurate. Failure to comply will result in the cancellation of the lease without further notice, all at the discretion of the lessor.
  34. **SUBLET ETC.-**In the event that the lessee wishes to assign his lease or sublet his apartment, the tenant agrees to first offer it to the lessor at the same terms and conditions as indicated in the lease. The lessor will have seven (7) days from receipt of the offer to advise the lessee in writing whether he accepts or refuses the offer. If the offer is accepted, the assignment or sublet will be presumed to be entered into on the date indicated in the offer, or at any other date agreed upon by the parties. If the lessor refuses the offer, the lessee will be free to assign or sublet according to the regulations currently in force.
  35. **CHANGES** – No assent or consent to changes to or waiver of any part of this agreement shall be deemed or taken as made, unless the same be done in writing and attached or endorsed hereon by the lessor. The lessor reserves the right to change and or modify at any time these rules and regulations to maintain order and to ensure the security, maintenance and cleanliness of the building and its surroundings. Further agreements and/or modifications to this lease may not be made by the superintendent or any other employee. These rules and regulations form an integral part of the lease. Failure to sign this agreement or any infraction of any of these rules and regulations will constitute a case of default.
  36. **EMAIL:**Tenant is obligated to provide Landlord with a functioning email address and gives Landlord permission to serve, by email, all legal and other documents (ex: Regie de Logement applications, demand letters, increases, renewals, notices, etc.). Tenant is obligated to update the email address with the Landlord as necessary.

**The parties concerned have read and understood and are satisfied with this document.**

**This annex forms part of the lease of the Regie du Logement signed by the parties.**

**The use of the masculine gender is intended to include the feminine.**

**In witness whereof we have signed this \_\_\_\_\_ day of \_\_\_\_\_**

**Howard Szalavetz Properties**

**By: \_\_\_\_\_**

**Lessor**

**Lessee**

**EMAIL ADDRESS**

**Lessee (s)**

**Jointly and severally obliged**

**EMAIL ADDRESS**