

# LES APPARTEMENTS HOCHELAGA

8649 RUE HOCHELAGA

Montréal, QC

H1L 2M5

## **BUILDING REGULATIONS**

LEASE REFERENCE NUMBER \_\_\_\_\_

### **PAYMENT**

The rent must be paid to the owner by the first day of each month, as stipulated in the lease. It is preferable to write 12 post-dated checks. A fee of \$ 25 will be charged for a check returned by the bank for any reason. The adults living in the dwelling are jointly and severally liable for the payment of the rent. If there is a deposit, this deposit is valid for the duration of the lease and any future renewal. Any rent not paid on time shall bear interest at the rate of 1.5% per month or 18% per annum, from the date of its eligibility and without any request or notice to that effect being made.

### **BEHAVIOR**

Tenants are required to behave in such a way so as not to disturb the normal enjoyment of the premises by other tenants. Noise is to be kept to a minimum between the hours of 10pm and 7am. Tenants are answerable to the landlord and other tenants of the building for any 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 violation of this obligation, the landlord may request the termination of the lease, as well as the eviction of the tenant(s) and all occupants of the apartment. Of course, any disturbing behaviors such as excessive noise and noise at night can lead to an eviction from your apartment, if the behavior is not corrected.

### **INSURANCE**

Tenants agrees to hold liability insurance at all times covering the risks of theft, fire, explosion, damage caused by water, smoke and other damage which the tenant may be required to responsible.

### **SMOKING LEGISLATION**

Smoking is strictly prohibited in all areas of the building including inside the apartments, common areas and on the outside of the property.

### **CANNABIS REGLUATION**

In accordance with the Cannabis Regulation Act (LQ 2018, c.19), which came into force on October 17, 2018:

*"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. "*

Be advised that under the Cannabis Regulation Act, cultivating cannabis for personal use is strictly prohibited, including planting, propagation and harvesting. Also prohibited are the production and storage of cannabis for commercial purposes. It remains illegal to traffic, deliver, sell or process cannabis or the like.

### **PETS**

It is forbidden to keep animals in place that are likely to disturb neighbours, especially dogs and those who may pose hygiene problems and issues with barking. This prohibition also applies to your visitors. Tenants and their visitors will be responsible for any damage or inconvenience caused to the property by the tenants.

\_\_\_\_\_  
Initials

### **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, any tourist accommodation activity and room rental whether there is compensation or not.

### **PROPER USE OF THE PREMISES**

The tenant is required to use the premises in a prudent and conscientious manner. 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 due to his fault or negligence or to that of the persons occupying the premises or to persons granted access to it. (Ex. toilet blocked by a toy / bulb that exceeds the wattage limit).

### **ACCESS TO THE 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 authorisation. No personal effects are to be left on the grounds at any time. It is forbidden to back up a moving truck onto the lawn.

### **SIGNAGE AND APPEARANCE**

It is strictly forbidden to hang objects, such as bicycles, clotheslines, canoes, or flags, on the windows, walls or roof of the dwelling. In addition, the tenant may not construct, install or cause to be erected any signs or announcements outside the dwelling or inside the apartment if visible from outdoors. Also, carpets, boots, decorations and personal belongings are not allowed in the corridors. The tenant agrees not to use or allow using the common areas of the building for amusement, loitering, or storage purposes. The tenant agrees to keep the lobby, corridors, stairs, apartment entrances and laundry room clean and free of personal belongings.

### **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.

### **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.

### **HOME THEATRES**

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

### **KEYS AND LOCKS**

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

### **JANITOR**

It is forbidden to use the janitor services for personal purposes.

**CONDITION OF THE APPARTEMENT**

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.

**WALLPAPER AND PAINT**

The tenant agrees not to install tapestry or wallpaper or to use dark or sharp paint without the written permission of the owner. Ceilings must retain their original white color. The tenant is required to retain the original condition of all unpainted surfaces.

**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.

**OFFENSE**

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

**CHANGES TO THE APPARTMENT**

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.

**HAZARDOUS PRODUCTS AND BBQs**

Tenants may not use or store in the apartment any substance that constitutes or could constitute a fire or explosion hazard. 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.

**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 sub lessee or assignee and obtain the written consent of the landlord. If the applying sub lessee or assignee meets the criteria established by the landlord, the latter may require the reimbursement of any reasonable expense incurred (e.g. credit check).

**WARNING**

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

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date