

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2009
(the "Corporation")**

Pursuant to Section 58 of the *Condominium Act, 1998* (the "Act")

RULE REGARDING TENANCY AND OCCUPATION OF UNITS:

WHEREAS:

- a) The Corporation has a duty to ensure compliance by owners and occupants of residential units with the provisions and requirements of the Act and the Corporation's governing documents; and
- b) The Board of Directors of the Corporation has the authority to pass Rules governing the use and occupation of the units, consistent with the Act and the Corporation's governing documents, in order to promote the safety, security and welfare of Owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;

NOW THEREFORE Rule 9 and Schedules "A" and "B" of the original Rules and Regulations of the Corporation are hereby repealed and the following Rule has been passed by the Board of Directors and is hereby enacted and listed as Rule 21 of the Corporation:

21. Tenancy and Occupation of Units

21.1 No residential unit shall be used for any "commercial" and/or "transient" use, including, but without limiting its general meaning, any of the following:

- a) the carrying on of a business that requires access by the public;
- b) hotel or boarding or lodging house use. For greater certainty, use of a unit for short term leasing, whether through companies such as Airbnb or similar business enterprises, is strictly prohibited; and
- c) the disposition of an Owner's or tenant's right to occupy the unit whereby the party or parties acquiring such interest or right is or are entitled to use or occupy the unit on a transient use basis or under any arrangement commonly known as time-sharing.

21.2 The initial term of any lease or sublease shall be for a period of not less than one (1) year. All tenancies for units shall be in writing.

21.3 For the purposes of this Rule, any "transient" use of the unit includes, but without limiting its general meaning, the use or occupancy of a unit for more than one (1) period of less than six (6) months in any particular period of twelve (12) consecutive months.

21.4 No Owner shall lease his/her dwelling unless he/she first obtains the written approval of the Corporation, acting reasonably, to any proposed tenant.

21.5 Within thirty (30) days of entering into a lease or a renewal thereof, and in any event prior to the commencement of the tenancy, the Owner shall deliver to:

- a) the tenant, copies of the Declaration, By-laws and Rules of the Corporation;
- b) the Corporation, the name of the tenant;
- c) the Corporation, the Owner's address for service of notices, as well as the Owner's current address, telephone number and email address; and
- d) the Corporation, a Summary of Lease in Form 5 Min.Reg.49/01 or a copy of the lease in accordance with S.83 (1)(b) of the Act.

21.6 Prior to anyone moving into a unit, each owner, shall complete the Owner Undertaking and Information Sheet (Schedule "A") and shall ensure that any tenant and/or resident of the owner's unit complete the Tenant/Resident Undertaking and Information Sheet (Schedule "B"), and both must be subsequently revised when required. This information is kept totally confidential and is necessary for the safety and security of the residents of the Corporation.

21.7 Where lease arrangements are with a corporation, partnership or other business entity, as tenant, the residents are to be considered along with the corporate tenant for purposes of this Rule and a change in the residents residing in the unit shall be treated as a tenant taking possession of the unit pursuant to a new lease that must be in compliance with this Rule.

21.8 If a lease of a unit is terminated and not renewed, the owner shall notify the Corporation in writing within seven (7) days thereafter.

21.9 Any person who is engaged in the operation of a commercial or transient use anywhere on the Corporation's property (such as, by way of example, the operation of a hotel business), which is prohibited by the Act, the Declaration, the By-laws or the Rules, shall be deemed a trespasser and entry to or upon the common elements may be expressly denied by the Corporation.

21.10 No unit shall be occupied and used for any purpose other than a single family residence and no portion of the unit shall be partitioned or subdivided for any other use or for multiple family use as defined according to the City of Toronto. For the purposes of this Rule, "single family" shall be defined as:

- a) A social unit consisting of parent(s) and their children, whether natural or adopted, and includes other relatives if living with the primary group;
- b) An adult person living alone, whether single, divorced, a widower or a widow;
- c) Two or more siblings, a single father or mother with son(s) and/or daughter(s);
- d) Two persons who are married to one another or living together in a conjugal or common-law relationship;

- e) Two or more unrelated persons who are living together in order to pool their resources and reduce their cost of living, provided that it is clear that their collective intention is to live together permanently;
- f) Two unrelated persons who are joint owners of the unit;
- g) A family can include one or more persons who are living in the unit in order to provide health care or assistance to a member of the family.

21.11 In circumstances where efforts to obtain compliance of the owner/resident with this Rule are unsuccessful, the Corporation, with the assistance of legal counsel, will enforce the Rule by legal means, including, but not limited to, the termination of the tenancy or license arrangement in accordance with enforcement proceedings pursuant to the Act, and in such event, the owner shall be directly responsible to reimburse the Corporation for its full legal costs on a substantial indemnity basis as between a solicitor and its own client. The owner shall be responsible for any damage or additional maintenance to the common elements caused by the owner's tenant(s).

21.12 During the period of occupancy by a tenant, the owner shall have no right to use any part of the common elements or residential shared facilities.

21.13 Notwithstanding any paragraph of this Rule and subject to the Act and the governing documents of the Corporation, this Rule Regarding Tenancy and Occupation of Units is not intended to prevent an owner from renting out a portion of his or her unit, if the owner will continue to personally reside in the unit with the tenant.

21.14 For the purposes of this Rule, all references to a lease includes a sub-lease or assignment agreement, all references to a tenant include a sub-tenant or assignee.

21.15 No tenant may sub-let a unit or assign a lease and an owner may not consent to a sub-lease or assignment, unless the sublease or assignment will comply with this Rule.

21.16 This Rule is applicable to any lease entered into after the effective date of this Rule.

DATED at Toronto this 23 day of March, 2016.

SCHEDULE "A"

OWNER UNDERTAKING AND INFORMATION SHEET

Toronto Standard Condominium Corporation No. 2009

Unit _____ Level _____ Suite _____
Parking Unit _____ Level _____ (the "Parking Unit")
Tenant's Licence Number _____ (if applicable)
Storage Unit _____ Level _____ (the "Storage Unit")
Municipal Address: Suite _____,
Telephone No.: _____

I/We, _____ the undersigned, as owner(s)
of Suite No. _____, being Unit _____, Level _____,
according to Toronto Standard Condominium Plan No. 2009 (the "Suite"), do hereby agree and undertake on behalf
of myself/ourselves and any resident or occupants of the said unit that I/we shall comply with the provisions of the
Condominium Act, 1998 and Regulations thereto (the "Act"), and all subsequent amendments thereto and also the
Declaration, By-laws and Rules of Toronto Standard Condominium Corporation No. 2009 (the "Corporation").

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

I/We further acknowledge receipt of the Declaration, By-laws and Rules of Toronto Standard Condominium
Corporation No. 2009.

I/We intend to occupy the Suite with the following persons:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

as a residence and for no other purpose and I/we further acknowledge and agree that only those persons named
herein will be entitled to reside in the Suite, subject always to their right to have guests and visitors from time to
time in accordance with the Rules.

DATED this _____ day of _____, 20__.

Name:

Name:

SCHEDULE "B"

TENANT/RESIDENT UNDERTAKING AND INFORMATION SHEET

Toronto Standard Condominium Corporation No. 2009

Unit _____ Level _____ Suite _____
Parking Unit _____ Level _____ (the "Parking Unit")
Tenant's Licence Number _____ (if applicable)
Storage Unit _____ Level _____ (the "Storage Unit")
Municipal Address: Suite _____, _____
Landlord's Name: _____
Landlord's Permanent Address: _____
Tenant/Resident Telephone No.: _____
Term of the Lease: _____ months
Commencement Date: _____

I/We, _____ the undersigned, as tenant(s) of Suite No. _____, _____, being Unit _____, Level _____, according to Toronto Standard Condominium Corporation No. 2009 (the "Suite"), hereby acknowledge and agree that I/we will, in using the Suite, Parking Unit and/or Storage Unit rented by me/us and the common elements, comply with the Condominium Act, 1998 and Regulations thereto (the "Act"), and all subsequent amendments thereto, the Declaration, the By-laws and the Rules of Toronto Standard Condominium Corporation No. 2009 during the term of my/our tenancy. I/we hereby acknowledge that I/we will be subject to the same duties imposed by the Act, the Declaration, the By-laws and the Rules as if I was an owner of the Suite, except for the payment of common expenses (unless otherwise directed by Toronto Standard Condominium Corporation No. 2009 as a result of a default in the payment of common expenses by the Suite Owner). In addition, I will ensure that my family, guests, visitors, agents, permitted sub-tenants and invitees shall also comply with the Act, the Declaration, the By-laws and the Rules of Toronto Standard Condominium Corporation No. 2009.

I/We further acknowledge receipt of the Declaration, By-laws and Rules of Toronto Standard Condominium Corporation No. 2009.

I/We intend to occupy the Suite with the following persons:

- 1. _____
2. _____
3. _____
4. _____

as our residence for the stated term of the lease accompanying this Information Form and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Suite, 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 Suite contravenes the provisions of the Declaration, By-laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Act.

DATED this _____ day of _____, 20__.

Name:

Name:

Form 5
Condominium Act, 1998

SUMMARY OF LEASE OR RENEWAL FOR STANDARD CONDOMINIUM
(clause 83 (1) (b) of the *Condominium Act, 1998*)

TO: TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2009

1. This is to notify you that:

- a written or oral lease, sublease, assignment of lease (*strike out whichever is not applicable*)
OR
- a renewal of a written or oral lease, sublease, assignment of lease (*strike out whichever is not applicable*)

has been entered into for:

include any parking or storage units that have been leased

- Unit _____, Level _____
- Parking Unit(s) _____, Level(s) _____
- Storage Unit(s) _____, Level(s) _____

on the following terms:

Name of lessee(s) (or sublessee(s)): _____

Telephone number: _____ Fax number, if any: _____

Commencement date: _____ Termination date: _____

Set out details

Option(s) to renew: _____

Set out amount and when due

Rental payments: _____

at the option of the owner

Other information: _____

2. I (We) have provided the lessee(s), sublessee(s) (*strike out whichever is not applicable*) with a copy of the declaration, by-laws and rules of the condominium corporation.
3. I (We) acknowledge that, as required by subsection 83(2) of the *Condominium Act, 1998*, I (we) will advise you in writing if the lease, sublease, assignment of lease (*strike out whichever is not applicable: lease, sublease, assignment of lease*) is terminated.

Dated this _____ day of _____, 20____.

Signature of owner(s)

Print name of owner(s)

Address of owner(s)

Telephone number

Fax number, if any

Section 58 of the Condominium Act, 1998

s.58

Rules

- (1) The board may make, amend or repeal rules respecting the use of common elements and units to,
 - (a) promote the safety, security or welfare of the owners and of the property and assets of the corporation; or
 - (b) prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the corporation. 1998, c. 19, s. 58 (1).

Rules to be reasonable

- (2) The rules shall be reasonable and consistent with this Act, the declaration and the by-laws. 1998, c. 19, s. 58 (2).

Same, proposed rules

- (3) Rules proposed by the declarant before the registration of a declaration and description shall be reasonable and consistent with this Act, the proposed declaration and the proposed by-laws. 1998, c. 19, s. 58 (3).

Inconsistent provisions

- (4) If any provision in a rule or a proposed rule is inconsistent with the provisions of this Act, the provisions of this Act shall prevail and the rule or proposed rule, as the case may be, shall be deemed to be amended accordingly. 1998, c. 19, s. 58 (4).

Amendment by owners

- (5) The owners may amend or repeal a rule at a meeting of owners duly called for that purpose. 1998, c. 19, s. 58 (5).

Notice of rule

- (6) Upon making, amending or repealing a rule, the board shall give a notice of it to the owners that includes,
 - (a) a copy of the rule as made, amended or repealed, as the case may be;
 - (b) a statement of the date that the board proposes that the rule will become effective; and
 - (c) a statement that the owners have the right to requisition a meeting under section 46 and the rule becomes effective at the time determined by subsections (7) and (8). 1998, c. 19, s. 58 (6).

When rule effective

- (7) Subject to subsection (8), a rule is not effective until,
 - (a) the owners approve it at a meeting of owners, if the board receives a requisition for the meeting under section 46 within 30 days after the board has given notice of the rule to the owners; or
 - (b) 30 days after the board has given notice of the rule to the owners, if the board does not receive a requisition for the meeting under section 46 within those 30 days. 1998, c. 19, s. 58 (7).

Same

- (8) A rule or an amendment to a rule that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. 1998, c. 19, s. 58 (8).

Same, proposed rule

- (9) Despite subsection (7), a rule proposed by the declarant before the registration of the declaration and description shall be effective until it is replaced or confirmed by a rule of the corporation that takes effect in accordance with subsection (7). 1998, c. 19, s. 58 (9).

Compliance

- (10) All persons bound by the rules shall comply with them and the rules may be enforced in the same manner as the by-laws. 1998, c. 19, s. 58 (10).

Section 46 of the Condominium Act, 1998

s. 46(1)

- (1) A requisition for a meeting of owners may be made by those owners who at the time the board receives the requisition, own at least 15 per cent of the units, are listed in the record maintained by the corporation under subsection 47 (2) and are entitled to vote. 1998, c. 19, s. 46 (1).

Form of requisition

- (2) The requisition shall,
 - (a) be in writing and be signed by the requisitionists;
 - (b) state the nature of the business to be presented at the meeting; and at the address for service of the corporation. 1998, c. 19, s. 46 (2).

Same, removal of directors

- (3) If the nature of the business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director who is proposed to be removed, the name of the director, the reasons for the removal and whether the director occupies a position on the board that under subsection 51 (6) is reserved for voting by owners of owner-occupied units. 1998, c. 19, s. 46 (3).

Duty of board

- (4) Upon receiving a requisition mentioned in subsection (1), the board shall,
 - (a) if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the meeting to the agenda of items for the next annual general meeting; or
 - (b) otherwise call and hold a meeting of owners within 35 days. 1998, c. 19, s. 46 (4).

Non-compliance

- (5) If the board does not comply with subsection (4), a requisitionist may call a meeting of owners which shall be held within 45 days of the day on which the meeting is called. 1998, c. 19, s. 46 (5).

Reimbursement of cost

- (6) Upon request, the corporation shall reimburse a requisitionist who calls a meeting under subsection (5) for the reasonable costs incurred in calling the meeting. 1998, c. 19, s. 46 (6).