



**TSCC NO. 1896**

**THE LORETTO**

**RULES**

**November 11, 2009**

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The following Rules are made pursuant to the Condominium Act, S.O. 1998, C. 19 (the "Act") shall be observed by each owner and the term "Owner" shall mean "Owner" as defined in the Condominium Act for purposes of compliance with the Act, Declaration, By-laws and Rules and includes Residents, occupants and/or tenants or licensees, their families, visitors, guests and employees or agents of any of the above. "Resident" shall mean anyone who is a resident in any unit in the Corporation, for any length of time, and includes but is not limited to a temporary guest or anyone who is permitted to reside in a unit for any period of time by the Owner or tenant of the unit.

Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (the "Corporation") against such Owner in the same manner as Common Expenses.

## **1. GENERAL**

- (a) Use of the common elements and units shall be subject to the Rules which the Board may make to promote the safety, security or 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.
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all Owners.
- (c) Any losses, cost or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.
- (d) For safety purposes, use of certain recreational facilities shall be restricted to adults, children twelve (12) years of age or older, and children under twelve (12) years of age when accompanied by an adult who shall be responsible for enforcing the Rules with respect to the use of such recreational facility.
- (e) No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, vicious pets which are aggressive in behaviour, including but not limited to pit bulls, pit bull cross breeds, Dobermans and Rottweiler's shall not be permitted in the building. No breeding of animals for sale shall be carried on, in or around any Unit.
- (f) Smoking is prohibited on all common elements, except for exclusive use common elements.

## **2. QUIET ENJOYMENT**

- (a) Owners shall not create or permit the creation 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 Units or Common Elements by other Owners.

## **2. QUIET ENJOYMENT CONTINUED**

- (b) 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, a nuisance, or is disruptive, then the Owner of such unit shall at his/her/its 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 it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including all solicitor's fees and disbursements).
- (c) No auction sales, private showing or public events shall be allowed in any unit or the common elements.
- (d) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the Owner has exclusive use.
- (e) Firecrackers or other fireworks are not permitted in any unit or on the common elements.
- (f) Repairs, hammering, drilling, or any other related activity which creates noise or disturbs in any way other Owners will only be permitted between the hours of 9:00 a.m. to 6:00 pm., Monday through Saturday.
- (g) No noise, caused by any instrument or any device, or otherwise, which in the opinion of the Board or the Manager disturbs the comfort of the other Owners, shall be permitted.

## **3. SECURITY**

- (a) No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.
- (b) Under no circumstances shall building access or common element keys be made available to anyone other than an Owner or occupant, registered with Management, without Board approval.
- (c) No visitor may use or have access to the common elements and facilities unless accompanied by an Owner or occupant.
- (d) Building access doors shall not be left unlocked or wedged open for any reason.
- (e) Service elevator availability shall be allocated by the manager in accordance with the elevators and moving rules. Moves are restricted to Monday to Saturday, between 8:30 a.m. and 4:30 p.m. No moving shall take place on holidays. Loading facilities shall only be used with prior permission and as scheduled by the manager.
- (f) No Owner shall place or cause to be placed on the access doors to any unit, any additional or alternate locks, chains, or other devices, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager.

### **3. SECURITY CONTINUED**

- (g) Owners shall supply to the Board the names of all residents, occupants and tenants of all dwelling units, the names of all users of locker units and the license number of all motor vehicles that are parked in parking units.
- (h) Owners shall immediately report any suspicious person(s) seen in the buildings or on the property to the manager or its staff.

### **4. SAFETY**

- (a) No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the units or Common Elements.
- (b) No propane or natural gas tank shall be kept in any of the units or on the Exclusive Use Common Elements.
- (c) Owners shall not overload existing electrical circuits.
- (d) Water shall not be left running unless in actual use. Owners shall turn off washing machine valves after each use.
- (e) Nothing shall be thrown out of the windows or the doors neither of the buildings nor from any balcony, terrace or roof.
- (f) Nothing shall be placed on the outside of window sills, projections or balcony railings. The exception to this is windows located on the ground floor, facing exclusive use areas.
- (g) No barbecues may be used in any unit or on any exclusive use common element area except one gas barbeque where gas hook up exists, or one electric barbeque. No barbecues may be used on any common element except where a barbecue has been provided by the Condo Corporation for residents' use.
- (h) No Owner or occupant 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 way 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 statute or municipal by-law.

### **5. COMMON ELEMENTS**

- (a) No one, including Owner's pets shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property including grass, trees, shrubs, hedges, flowers and flower beds.
- (b) No building, 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 accommodation shall be placed, located, kept or maintained on the common elements including exclusive use common elements.

## **5. COMMON ELEMENTS CONTINUED**

- (c) No sign, advertisement or notice whatsoever shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements.
- (d) No furnishings or equipment shall be removed from the common elements by or on behalf of any Owner.
- (e) No antenna, aerial, tower, satellite dish or similar structure and appurtenances thereto shall be erected on or fastened to any unit, or any portion of the common elements, including the exclusive use common elements, except by the Corporation in connection with a common television cable system.
- (f) No painting by Owners shall be done to the exterior of the buildings, railings, doors, windows or any other part of the common elements.
- (g) The sidewalks, entries, passageways, hallways, stairwells, walkways and driveways which are part of the common elements 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 the buildings, a unit or some other part of the common elements.
- (h) No food or drink shall be consumed on the common elements except for the following:
  - i) in the Loretto courtyard. Where food is consumed in the Loretto courtyard, Owners are responsible for the appropriate disposal of any waste. Outdoor garbage receptacles should not be used.
  - ii) Where permitted, during Board approved social functions.
- (i) Nothing shall be placed, located, kept, installed or maintained on the common elements. Any goods or chattels placed, left or stored on the common elements in contravention of these Rules may be removed and stored by the Corporation or placed in warehouse storage with a company authorized to hold chattels in storage, all at the expense of the Owner or occupant.
- (j) Any physical damage to the common elements caused by an Owner shall be repaired by arrangement and under the direction of the Board at the cost and expense of such Owner or occupant.
- (k) Defecation by any pet upon the Common Elements must be cleaned up immediately by the pet owner or person(s) in attendance with the pet, so that the Common Elements are neat and clean at all times. Should a pet owner, or a person in attendance with a pet fail to clean up after the pet as aforesaid, the pet shall be deemed to be a nuisance and the owner of said pet, and/or Owner of the Unit in which the pet resides shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the property.
- (l) No awning, foil paper or shades shall be erected over, on or outside of the windows or patios, balconies or terraces without the prior written consent of the Board.

**RESIDENTIAL UNITS**

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be placed or thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose, tenant, family, guest, visitor, servant or agent shall have caused it.
- (b) No Owner shall make any plumbing, electrical, mechanical, structural, or television cable alteration, in or to his/her unit which may impact upon any Common Element system, without the prior consent of the Board.
- (c) The Owner of each dwelling unit shall install a backing material of a white or off-white colour on each curtain, drapery, vertical blind, wooden shutter or other window covering that is not white or off-white and which may be visible from the outside of the unit through a door or window of the unit.
- (d) No bicycle shall be transported through the lobby, hallways or elevators of the condominium building.
- (e) Units shall be used for residential purposes only. No immoral, improper, offensive or unlawful use shall be made of any unit by any Owner. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies shall be strictly observed by each Owner.
- (f) No major electrical appliances, except a stove, refrigerator, washing machine, clothes dryer, dishwasher, other common household electrical appliances, and any other appliances originally provided by the Declarant, shall be installed or used in any unit without the consent of the Board. In the event that anyone installs or uses any other major electrical appliance not provided for in this section the use of any such appliance without the approval of the Board, the Board shall be entitled, in its sole discretion, to demand the removal of such appliance forthwith, failing which the Corporation may remove the appliance and any costs associated with such removal may be recovered by the Corporation in the same manner as common expenses
- (g) No Owner shall overload existing electrical circuits in his unit and shall not alter in any way the amperage of the existing circuit breakers in his unit.
- (h) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his unit or adjacent Common Elements. Each Owner shall immediately report to the Manager all incidents of pests; insects, vermin or rodents and all Owners shall fully cooperate with the Manager to provide access to each unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings.
- (i) Owners shall ensure that at least 65% of the floor area of each of the living room, dining room, den, solarium, hallways and vestibules must be carpeted and under padded at all times at the Owner's expense, the bedroom floor areas must be fully carpeted at all times at the Owner's expense, save and except for bathrooms, foyers, kitchens, storage and laundry room areas. In the event that an Owner wishes to install, or has installed a hard surface floor, such as hardwood or tiles instead of carpeting, the written consent of the Board of Directors must be obtained. This consent may be withheld unless the Owner installs and maintains sound attenuation

## **6. RESIDENTIAL UNITS CONTINUED**

materials as approved by the Board of Directors so as to prevent any noise disturbance to surrounding units and agrees in writing to be responsible for all costs of installation, maintenance and repair of the hard surface floor and the sound attenuation materials and for the costs of damage caused to any portion of the common elements as a result of the installation of the hard surface flooring and sound attenuation materials. In addition, the Owner agrees that in the event of a noise complaint, he/she will take steps to correct the noise problem, which may include the re-installation of both underpad and carpeting.

- (j) Owners shall repair and maintain the heating, ventilating and air conditioning units (the "HVAC Units") serving the dwelling units. The Corporation may make provision for (1) the oiling and vacuuming of the HVAC Units once in each calendar year and (2) the changing of the filters in the HVAC Units twice in each calendar year.
- (k) No de-icing chemicals shall be used on exclusive balconies, patios, or terraces, with the exception that non-corrosive de-icing chemicals can be used on ground floor, exclusive use patios.
- (l) Residents shall attempt to conserve electrical energy when feasible in order to reduce their own electrical costs as well as common expenses. When practicable, residents are encouraged to use heavy load appliances such as washers, dishwashers, air conditioners and cooking appliances during off-peak hours to reduce peak-load electricity charges. Residents are encouraged to turn off lights and appliances not in use, to minimize consumption of heat, water, to keep windows closed in winter, to minimize air conditioner use and to turn down thermostats when going to sleep or when the suite is vacated.
- (m) As a fire prevention measure, each Owner shall remove the lint and other debris accumulating in the front and rear lint traps in any laundry drying machine on a regular basis, including dismantling and cleaning of the rear laundry dryer duct at least every two years, whether personally or by contracting an appliance repairman to do so, failing which the Corporation shall be entitled to hire an appliance repairman to do so at the cost of the Owner, which cost shall be added to the common expenses applicable to the Owner's unit and may be collected in accordance with the lien provisions set out in the Condominium Act.
- (n) Owners shall repair and replace any dripping taps with the appropriate washers and replacement components to avoid unnecessary consumption of water. When replacing washers or other components, the appropriate shut off valve must first be turned off.

## **7. BALCONIES PATIOS TERRACES AND EXCLUSIVE USE AREAS**

- (a) Balconies and exclusive use common element areas shall not be used for cooking and/or barbecuing, except for the following:
  - i) where there is a gas hook up a natural gas barbeque may be used.
  - ii) one electric barbeque is permitted.
- (b) No hanging or drying of clothes is allowed on any balcony or exclusive use area.

**7. BALCONIES PATIOS TERRACES AND EXCLUSIVE USE AREAS CONTINUED**

- (c) Balconies and exclusive use areas shall not be used for the storage of any goods or materials.
- (d) Only seasonal furniture is allowed on balconies and exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the balcony or exclusive use areas by high winds.
- (e) No Owner, shall do or permit anything to be done on a balcony or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other Owners.
- (f) No awnings, screens or shades shall be erected over, on or outside of balconies and exclusive use areas without the prior consent of the Board. The Board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.
- (g) Owners are not permitted to make any change to the balconies, patios and terraces except with the prior written consent of the Board and in accordance with the Declaration and By Laws of the Corporation, or such alterations as may be approved by the Board from time to time.
- (h) Without limiting the generality of sub-paragraph (g) above the Board may restrict or limit any installation on or improvement to any balcony or terrace, where necessary in its discretion, to preserve or protect the structural integrity of the concrete slab and membranes immediately beneath same.
- (i) A six (6) foot height restriction (including pots and stands) will apply to all plantings on balconies.
- (j) Bicycles may be kept on the exclusive use ground floor patios.
- (k) Corrosive chemicals such as fertilizer or cleaning solutions in any form shall not be allowed to leak or be leached from planters onto the wooden platform or structure beneath.

**8. LOCKERS AND/OR BICYCLE/STORAGE UNITS**

- (a) All stored articles shall be placed within individual lockers and no storage is permitted on top of storage lockers so as to conflict with fire regulations.
- (b) No stores of coal, propane or natural gas tank or any combustible materials or offensive goods, provisions or materials or any food stuffs shall be stored in any locker or storage unit.
- (c) Lockers and storage units shall not be used as workshop areas or for any purpose other than for storage.

**9. MOTOR VEHICLES, PARKING AND PARKING UNITS**

For the purpose of these Rules, "motor vehicle" means a private passenger automobile, station wagon, compact van or motorcycle as customarily understood. No motor vehicle parked upon any common elements shall exceed a height of 1.85 metres.

**9. MOTOR VEHICLES, PARKING AND PARKING UNITS CONTINUED**

- (a) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) No repairs, lubrication or oil change shall be made to any motor vehicle on any part of the common elements or on any parking unit.
- (c) No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
- (d) No car washing shall be permitted.
- (e) No motor vehicle shall be driven on any part of common elements at a speed in excess of the posted speed. Except where otherwise posted, the fixed speed limit for motor vehicles or bicycles on the common elements shall be ten (10) kilometres per hour.
- (f) No Owner shall park a motor vehicle on any part of the common elements including visitor's parking spaces or in any parking unit other than his/her own.
- (g) Guests and visitors shall park only in areas designated as guest or visitor parking.
- (h) No person shall place, leave, park or permit to be placed, left or parked upon the Common Elements any inoperative motor vehicle or any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon seventy-two (72) hours written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle or the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the Owner and at the Owner's expense.
- (i) No motor vehicle shall be parked on any part of the common elements that is a driveway, fire zone, delivery, or garbage pick-up areas.
- (j) Only one (1) motor vehicle that is either; a private passenger automobile, station wagon, compact van or motorcycle may be parked in any parking unit and only two (2) motor vehicles may be parked in any tandem parking unit. Provided that in no instance shall any portion of any motor vehicle protrude beyond the boundaries of the parking unit or encroach upon any portion of the common elements or any other parking unit.
- (k) No parking unit shall be transferred other than to the Declarant, the Corporation or to an Owner of a dwelling unit.
- (l) No parking unit shall be leased other than to an Owner, occupant or tenant of a dwelling unit and the term of any such lease shall not exceed the term of the tenant's lease of a dwelling unit, if any.

**9. MOTOR VEHICLES, PARKING AND PARKING UNITS CONTINUED**

- (m) No motor vehicle having a propane or natural gas propulsion system shall be parked in any unit.
- (n) No parking unit shall be used for any purpose other than to park a motor vehicle.
- (o) Owners of each parking unit shall maintain such unit in a clean and sightly condition and shall be responsible for the repair of any damage caused by the Owner to those portions of the unit consisting of the waterproofing membrane and traffic topping.
- (p) A parking permit is required with respect to any motor vehicle parked on any area of the Common Elements designated as a Guest/Visitor Parking Area between the hours of 2:00 a.m. and 7:00 a.m. The permit shall be an official permit authorized and issued by the Board of Directors, the Manager and/or its designated agent. Owners shall be responsible for obtaining a permit on behalf of their guests/visitors, in advance, from the Board of Directors, the Manager and/or its designated agent, during normal business hours. A permit shall not be issued for a period in excess of three (3) days without the prior written consent of the Board or Management, in its sole discretion. The permit must be visibly displayed on the left front dashboard.
- (q) All motor vehicles operated by Owners must be registered with the Manager. Each Owner shall provide to the Manager the licence numbers of all motor vehicles driven by residents of that unit.
- (r) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds and bicycles are permitted to be operated on sidewalks.
- (s) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without proper operating licence.
- (t) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for the damage, costs or expenses whosoever caused to such motor vehicle or to the Owner thereof.

**10. EXERCISE AND AMENITY ROOM**

- (a) Only Owners are permitted to use the recreational facilities and areas and no guest or visitor is permitted to use the recreational facilities unless accompanied at all times, by an adult Owner.
- (b) Only four (4) guests or visitors per suite are permitted in the recreational facilities or areas.
- (c) Radios, cassette players, CD players, DVD players and other noise producing devices are not permitted in the recreational facilities or areas.

## **10. EXERCISE AND AMENITY ROOM CONTINUED**

- (d) Residents shall wear proper attire while using the recreational facilities or areas. Shoes must be worn in all areas.
- (e) Users shall be responsible for any damage caused to the recreational facilities or areas.
- (f) Use of the recreational facilities/areas, and exercise equipment is at the user's risk.
- (g) The Board shall have the right to withdraw from any resident the right to use the recreational facilities and areas as a result of any breach of breaches of any rules in respect thereof or misuse of the recreational facilities and areas.
- (h) Hours: The exercise/amenity room are open from 5:00 a.m. to 11:00 p.m. daily.
- (i) For safety purposes children under twelve (12) years of age are not permitted to use the equipment in the exercise room.

Children under sixteen (16) years of age must be accompanied by an adult at all times.

## **11. ELEVATORS AND MOVING**

- (a) Furniture and equipment shall be moved into or out of the building only in the elevator designated for such purpose (the "service elevator") by the Board. The service elevator shall be used for the delivery of any goods, services or home furnishings and the pads to protect the elevators should be installed as determined by the manager or its staff in their sole discretion. The time and date of moving or delivery shall be fixed in advance by arrangement and reservation with the manager. The reservation shall be for a period not exceeding four (4) hours. An elevator reservation agreement in accordance with Schedule 1 attached hereto shall be signed when reserving the service elevator.
- (b) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 8:00 p.m., Monday to Saturday inclusive and shall not take place on public holidays.
- (c) A refundable security/damage, in such amounts as determined by the Board from time to time, payable by way of cash, money order or certified cheque payable to the Corporation shall be deposited with the Corporation through the manager or its staff when making the reservation and signing the elevator reservation agreement.
- (d) It shall be the responsibility of the Owner through the person reserving the service elevator to notify the manager or superintendent and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the Owner reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the Owner of the unit and the person reserving the service elevator. The cost of repairs, which shall include the cost of any extra

## 11. ELEVATORS AND MOVING CONTNUED

cleaning, shall be assessed by the manager as soon as possible following the moving or damage and the parties responsible shall be advised.

- (e) The Owner and the person reserving the service elevator shall be liable for the full cost of repairs for any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the suite, or the delivery of goods, services, and home furnishings to the suite. The Corporation through its manager shall have the right to withhold all or part of the security deposit, as it deems necessary, as security for partial or complete payment for any damages sustained. The Corporation shall apply all or part of the security deposit towards the cost of repairs. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to the Owner or person reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit and the Owner or person reserving the service elevator still owns or resides in the building, the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned by or occupied by the person reserving the service elevator as a common element expense
- (f) During the term of the reservation and while any exterior doors are in an open condition, the Owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (g) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- (h) Upon moving from a suite, the Owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his possession to the manager or its staff.
- (i) Purchasers or tenants acquiring a unit shall register with the manager or its staff prior to the move in date at which time arrangements will be made for the delivery of the common element keys and any garage access devices.
- (j) Bicycles and carts shall not be taken on any elevator.
- (k) Smoking is prohibited in all elevators.

## 12. GARBAGE DISPOSAL AND RECYCLING

### General

The City of Toronto charges a fee for garbage pickup on the basis of volume but does not charge for the pickup of designated recyclable materials. It is incumbent upon all Owners/residents to minimize this potential cost to the Condo Corporation by adhering to the recycling guidelines.

- (a) Loose garbage shall not be deposited in the garbage room. All garbage and recycled material shall be properly bound, packaged or bagged in leak proof bags to prevent mess, odours and disintegration in the garbage room and during handling and transport to the central garbage bins.

## 12. GARBAGE DISPOSAL AND RECYCLING CONTINUED

- (b) Any object that might block the garbage opening should be stored in the designated area on Level B1. The Manager or such designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the unit or on any exclusive use common elements.
- (c) No garbage or cardboard boxes shall be left on the floor of the Disposal Rooms.
- (d) No burning cigarettes, cigars, ashes or other potential fire hazards shall be left in the garbage room. All potentially dangerous materials shall be placed in the garbage area on **LEVEL B 1** in a safe container with a note attached describing the nature of the contents/material
- (e) Disposal of large items such as sofas, large appliances, TVs, etc. must be arranged with the Property Manager or their designate in advance and stored in the designated area on **LEVEL B 1** awaiting placement for pickup. If required, the unit Owner/resident may be charged a disposal fee.

### Recycled Materials

- (f) All unit Owners/ residents of T.S.C.C. No. 1896 are required to fully participate in the City of Toronto garbage and recycling program and to fully understand and comply with the published guidelines by the City of Toronto. An updated list of recyclable materials is provided to all Owners/residents by the Property Manager whenever it is revised by the City.
- (g) Newspapers and magazines shall be securely bound and deposited in the Designated Recycling Area.
- (h) Bottles, cans and all other recyclables defined by the City of Toronto Recycling Guidelines shall be segregated from "garbage" and "wets" and deposited in the Designated Recycling Area.
- (i) **Care must be taken to avoid co-mingling garbage and recyclable materials. Co-mingling of garbage and recycled materials in either stream may result in loss of City of Toronto garbage pickup rights. Extra and expensive charges to the TSCC No. 1896 may result.**
- (j) Household batteries and plastic bags must be segregated and deposited in the Designated Area on **LEVEL B1 ONLY**.
- (k) All cardboard boxes must be flattened and recycled. Large boxes must be flattened; cut to a manageable size (75cm x75 cm x 30 cm) and bound with twine (not metal wire) and placed in the Designated Area **LEVEL B1 ONLY**.
- (l) When the City of Toronto introduces the COMPOST ("wet") RECYCLING PROGRAM FOR MULTI RESIDENTIAL UNITS including Condominiums all Owners/residents will be required to fully comply with the required practices introduced by TSCC No. 1896

### **13. TENANCY OCCUPATION**

- (a) No unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the Owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 2 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 3 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself.
- (b) In the event that the Owner fails to provide the foregoing documentation in compliance with paragraph 1 above prior to the commencement date of the tenancy, and in compliance with Section 83 (1) of the Condominium Act (the "Act"), any person or persons intending to reside in the Owner's unit shall be deemed to be a trespasser and entry to or upon the common elements may be expressly denied by the Corporation until and unless such person or persons and the Owner comply with the within rules and with the Act.
- (c) Within seven (7) days of ceasing to rent his unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the unit, as the case may be), the Owner shall notify the Corporation in writing that the unit is no longer rented.
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation.
- (e) No lease shall be for a period of less than one (1) year without the approval of the Board.
- (f) No Owner shall allow his tenant to sublet his unit to another tenant.
- (g) All Owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefore.
- (h) During the period of occupancy by the tenant, the Owner shall have no right of use of any part of the common areas, including recreational facilities.
- (i) The Owner shall supply to the Board, his current address for service and telephone number during the period of occupancy by the tenant. If the Owner is unavailable (i.e. out of the country, etc.) the Owner shall provide an alternative contact name and telephone number.

### **14. OWNERS' CONTRACTORS, TRADE OR SERVICE PERSONNEL**

No Contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about any unit (including an exclusive use common element area) that may or will affect the common elements or common building services unless such persons or firms are:

- (a) Employed directly by the Condominium Corporation; or
- (b) Employed by a unit Owner in circumstances where the intended performance of work and/or services in or about a unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written

**14. OWNERS' CONTRACTORS, TRADE OR SERVICE PERSONNEL CONTINUED**

direction; and the Owner of the unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the unit Owner has entered into a written undertaking (see Schedule 4), to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the unit Owners contractor, trade or service personnel including any resulting damage to the common elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit Owner in the same manner as common expenses.

Schedule 1

**ELEVATOR RESERVATION AGREEMENT**

Reservation requested by \_\_\_\_\_  
(Print first name and last name)

Suite \_\_\_\_\_ Bus Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Owner \_\_\_\_\_  
(Print first and last name)

The reservation request is for the use of the service elevator for the purpose of a move out/move in/delivery.

Outgoing Resident \_\_\_\_\_

Incoming Resident \_\_\_\_\_

Delivery/Movers \_\_\_\_\_

The date and time of the reservation shall be:  
\_\_\_\_ From: \_\_\_\_\_ to: \_\_\_\_\_ (Maximum 4 hours)  
(DD) (MM) (YYYY)

I understand and agree to the following conditions:

1. I shall deposit with the Corporation upon signing this agreement, a refundable security deposit in the amount of \$\_\_\_\_\_ by cash, money order or certified cheque payable to\_\_\_\_\_. This amount will be refunded upon completion of the move and not having caused any damage to the common elements of the corporation and upon surrender to the manager or its staff all common element keys and garage access devices in my possession.
2. I shall notify the manager or superintendent and request an inspection of the elevator, immediately prior to using the elevator. Upon completion of the move or delivery, I shall forthwith request a re-inspection of the elevator and affected common elements.
3. I shall be liable for the full cost of all repairs for any damage which may occur as a result of the use of the elevator by me or my agents. I shall accept the cost of repairs as assessed by the manager and acknowledge that all or part of the security deposit shall be withheld and applied towards the cost of repairs.
4. I shall only use the elevator during the term of the reservation.
5. I shall take reasonable precautions to prevent unauthorized entry into the building during the term of the reservation.
6. I shall not obstruct corridors and elevator lobbies prior to, during or after the term of the reservation.

**ELEVATOR RESERVATION AGREEMENT - CONTINUED**

7. I agree that special care will be taken with regard to the MIRRORS that are present in the elevators. I agree that the PROTECTIVE PADS must be in place prior, during, and after and/or until the completion of the final inspection.

I HEREBY ACKNOWLEDGE: that I have read this agreement and I agree to abide by the Rules of the Corporation in force from time to time.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Applicant's Signature

<b>AREA INSPECTED</b>	<b>BEFORE</b>	<b>AFTER</b>
Loading Dock Area	_____	_____
Moving Room and Doors	_____	_____
Ground Level Lobby and Doors	_____	_____
Elevator Doors/Frame	_____	_____
Elevator Cab/Pads	_____	_____
Corridor Floor/Walls	_____	_____
All Fixtures	_____	_____
Suite Door	_____	_____

I \_\_\_\_\_ hereby acknowledge receiving my security deposit of \$ \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Tenant Information Form**

Toronto Standard Condominium Corporation No. 1896

Unit \_\_\_\_\_ Level \_\_\_\_\_  
Parking Unit \_\_\_\_\_ Level \_\_\_\_\_ (if applicable)  
Storage Unit \_\_\_\_\_ Level \_\_\_\_\_ (if applicable)

Municipal Address: Suite \_\_\_\_\_  
Landlord's Name: \_\_\_\_\_  
Landlord's Permanent Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Term of the Lease: \_\_\_\_\_ years  
Commencement Date: \_\_\_\_\_

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

Tenant's Full Name: \_\_\_\_\_  
Social Insurance Number: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_  
Vehicle Plate Number: \_\_\_\_\_  
Number of Occupants: Adults \_\_\_\_\_ Children \_\_\_\_\_ Total \_\_\_\_\_

Adults' Full Names: \_\_\_\_\_

Children's Full Names: \_\_\_\_\_ Age \_\_\_\_\_  
\_\_\_\_\_ Age \_\_\_\_\_

Tenants' Present Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Employer: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Business Telephone Number: \_\_\_\_\_

Name & address of nearest Relative \_\_\_\_\_  
Telephone No: \_\_\_\_\_

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Signature

Schedule 3

**Tenant's Undertaking And Acknowledgment**

I/We, \_\_\_\_\_ the undersigned, as tenant(s) of Suite No \_\_\_\_\_, Unit \_\_\_\_\_, Level \_\_\_\_\_, according to Toronto Standard Condominium No. 1896 (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, S.O. 1998, C 19, as amended and all subsequent amendments thereto, and also the Declaration, By-laws and Rules of the said Toronto Standard Condominium Corporation No. 1896 (The "Corporation").

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

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

I/We intend to occupy the Suite with the persons named above as our principal 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 that:

- (i) a one-bedroom unit is restricted to a maximum of two (2) persons.
- (ii) a two-bedroom unit is restricted to a maximum of three (3) persons.
- (iii) a three-bedroom unit is restricted to a maximum of four (4) persons.

Notwithstanding the foregoing, if I am/We are leasing a condominium unit in a floor plan containing a den which I/we intend to use as an additional bedroom, the above limits may be increased by the addition of one (1) person.

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 Condominium Act.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Signature