

**Apartment address:** \_\_\_\_\_

**1. ACCESS TO 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 authorization. An authorization is also required for any installation (pool, garden, shed, table, shelter, etc.) or landscaping (garden, tree planting, etc.), which will otherwise be prohibited. No personal effects are to be left on the grounds at any time. If the tenant is authorized to have a pet and that the pet has access to the grounds, it must be on a leash at all times.

**2. 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, whether there is compensation or not.

**3. SIGNAGE AND APPEARANCE**

It is strictly forbidden to hang on apartment windows, balconies, walls, or roof any object that could alter the appearance of the building (e.g. bicycle, clothesline, canoe, flat). As well, tenants cannot build nor install any sign, display, notice, or billboard, nor have them built or installed, either outside or inside their apartment if visible from outdoors. However, the current clause is subject to electoral legislation.

**4. 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. If the landlord receives such a request, he may agree to waive these prohibitions. The tenant must obtain the written consent of the landlord. If applicable, the conditions of installation must be clearly set out and the installation carried out by a specialist approved by the landlord.

**5. INSURANCE**

Tenants agree to take out liability insurance and provide the landlord with proof of insurance at each lease renewal.

**6. SMOKE DETECTOR**

Tenants are required to periodically replace their apartment's smoke detector batteries when necessary and to ensure that they remain functional.

**7. PROPER USE OF THE PREMISES**

Tenants are required to make proper and conscientious use of the premises. Tenants must keep their apartment in a state of cleanliness and make minor maintenance repairs (including the electric light bulb replacement), with the exception of those resulting from dilapidation or a fortuitous event. Tenants are required to cover any damages caused to the rented apartment.

**8. LAUNDRY ROOM**

Tenants agree to keep washing machine taps closed except when in use.

**9. HEATING**

Tenants agree to maintain heating at 18°C at all times. If heating is the landlord's responsibility, tenants agree not to overheat the apartment (at a maximum of 24°C) 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. Tenants agree to subscribe to the supplier.

**10. HOME THEATRES**

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

**11. 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.

The tenants are responsible for the keys of their apartment. Any loss or broken keys will be at the tenant charges. The charges include:

- travelling and service for a locksmith;
- replacement of the door lock;
- additional keys for the landlord following to the repair or replacement of the door lock.

First, the tenants will be responsible to contact a locksmith. Second, if the landlord is available and as agreed between the tenants and the landlord to open the door, the tenants will be responsible to reimburse the traveling fees in the amount of \$75. to the landlord as well as other charges occurred if any (e.g., additional keys and others).

**12. BEHAVIOUR**

Tenants are required to behave in such a way so as not to disturb the normal enjoyment of the premises by other tenants. Tenants are answerable to the landlord and other tenants of the building for any damages resulting from the 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 damage resulting from such a violation, the landlord may request the termination of the lease, as well as the eviction of the tenant(s) and all occupants of the apartment.

**13. REPORT ON THE STATE OF THE PREMISES**

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.

**14. HALLWAYS AND ENTRANCES**

Tenants agree not to use or allow the use of common areas for recreational, loitering, or storage purposes (for example, a bicycle). Canvassing and door-to-door selling are strictly prohibited.

**15. 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.

**16. OFFENCE**

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

**17. SMOKING LEGISLATION**

**It is strictly forbidden to smoke in the apartment rented and any common areas and balconies of the building.**

**It is strictly forbidden to smoke marijuana in the apartment rented, and any common areas and balconies of the building.**

**18. CHANGES TO THE APARTMENT**

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.

**19. DANGEROUS PRODUCTS AND STOVES**

Tenants may not use or store in the apartment any substance that constitutes or could constitute a fire or explosion hazard and that could increase the landlord's insurance premiums without the landlord's prior written authorization. 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.

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

**21. SUBLETTING FOR TOURISTIC PURPOSES**

It is strictly forbidden to sublet an apartment in whole or in part to tourists. The tenant will be exposed to severe fines under the Act Respecting Tourist Accommodation Establishments, as well as the termination of the lease under the Québec Civil Code.

**22. WALLPAPER AND PAINT**

Tenants agree not to put up tapestry, nor wallpaper, nor to use dark paint without the landlord's prior written authorization. Ceilings' original colour must be kept. Tenants must preserve the original state of unpainted surfaces.

**23. GARAGE SALES**

Before organizing a garage sale outside the building, tenants are required to obtain the landlord's prior written authorization.

**24. REFUSED CHEQUE / NON-SUFFICIENT FUNDS / LATE PAYMENT**

Tenants are responsible to pay the fees in the amount of \$50. to the landlord for any cheque refused / non-sufficient funds or late payments.

**WARNING**

**In the event that one or more clauses of these regulations should be declared null and void or invalid, the other clauses of the current regulations shall remain in effect.**

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

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
KURT PFEIFER, Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-tenant

\_\_\_\_\_  
Date