

# KAY FOUR PROPERTIES INC.

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## GENERAL RULES:

The following are the general rule which Kay Four Properties has at all of its properties. While not all buildings have all items mentioned (for example not all buildings have elevators or balconies), please be sure to follow the rules that apply for your building.

**LATE RENT FEES:** The Landlord reserves the right to charge a fee for late payment and for returned cheques which is in accordance with the Act. Currently the fees are a \$10.00 penalty plus \$2.00/day for late rent and \$60.00 for each returned cheque.

**PETS:** No pets or animals of any kind shall be brought in or kept upon the premises by the Tenant, either on a permanent or temporary basis unless the Landlord consents in writing. Service animals are exempted from this provision. The Tenant must notify the Landlord should a service animal be expected to repeatedly visit or stay in the property for any extended period of time.

**INSURANCE:** All personal property placed in the rented premises shall be at the risk of the Tenant. The Tenant must have an insurance policy covering waterbeds, portable dishwashers or aquariums, or animals, proof of which is to be provided to the Landlord in writing. A comprehensive insurance policy covering the contents, property and persons within the suite shall be the sole responsibility of the Tenant.

**RENOVATIONS:** The Tenant will not renovate their suites, balconies or common areas without prior written permission. This includes but is not limited to painting, wallpapering, the making of screw holes in walls, cabinets or doors, patching, attaching antenna(e), or making holes to run cables or hang draperies, blinds, shades or awnings. No stickers or hooks are allowed on walls, doors, cupboards, appliances, wallpaper and wood paneling. Tenants will be assessed repair or replacement costs for any damages caused by renovations made to their suite or the premises.

**FIRE ALARMS:** The Landlord will test fire safety equipment at least once per year, and will replace smoke/fire alarms when notified that they are not working properly. It is the responsibility of the Tenant to test their smoke/fire alarm at least once per month and to notify the Landlord immediately if it fails to operate normally. It is an offence to tamper with or remove a fire detection or prevention device.

**FIRE DOORS:** All suite entrance and balcony doors and doors in common areas are deemed to be fire doors. No Tenant shall leave a fire door open nor allow a fire door to remain open unless actively being used. Leaving an unattended fire door open violates Provincial and Federal fire codes and may be cause for action including but not limited to termination of the tenancy.

**LOCKS:** The Tenant may not add, change or alter any locks/locking devices in their suite or on the premises.

**ELECTRICAL:** The Tenant shall not install in the rented premises additional appliances, heating units, or additional electrical circuits, switches or outlets nor shall the Tenant overload the existing electrical circuits. The Tenant shall not steal electrical power or allow electrical power to be stolen. Telephone connections shall only be placed in the rented premises at such locations as shall be approved by and designated by the Landlord or his agent.

**WATER:** Plumbing fixtures shall not be used for purposes other than those for which they were designed. No sweepings, garbage, rags, ashes, oils or other substances shall be thrown therein. Any costs of damages resulting to fixtures, pipes or any part of the plumbing systems caused by misuse, unusual or unreasonable use of plumbing or fixtures shall be borne by the Tenant. The Tenant shall not steal water nor allow water to be stolen. Water shall not be left running, unless in actual use. The Tenant shall report any or all drips or water leaks to the Landlord or his agent as soon as is practicable.

**ELEVATORS:** This rule applies where an elevator is provided in the building. The Tenant is entitled to have the free use of the passenger elevator at all reasonable times. The Tenant will use the elevator at their own risk. Under no circumstance shall the Landlord be liable or responsible in any way for any personal injury or death, discomfort or inconvenience which may be caused by the elevator's operation or failure to operate as designed. Any costs of injury to persons or damage resulting to the elevator by misuse, unusual or unreasonable use of the elevator shall be borne by the Tenant.

**PARKING:** The Tenant shall park their automobile at their own risk only in the place assigned to them by the Landlord. The Landlord shall not be responsible for any damage caused to such automobile whether by vandalism or otherwise. The Tenant will, without delay, provide the model and license plate number for vehicles parked on the property. Vehicles parked on the property without authorization are subject to towing at the owner's expense. Access to more than one parking stall may be withdrawn by the Landlord with one rental period of written notice. No private passenger vehicle which is not being used from day to day or which is undergoing repairs of any nature, other than emergency repairs, shall be parked or located on the property. No truck, camper or boat will be parked on the property unless permission has been granted by the Landlord in writing.

**LAWNS:** The lawns and sidewalks are for the enjoyment of Tenants. The Tenant shall not use the lawns or sidewalks in such a way that disturbs other Tenants nor shall they store any object on the lawns or sidewalks, nor shall they allow such use by other persons. No cars, trucks or other vehicles of any kind are allowed on the lawns or sidewalks. Any costs of injury to persons or damage resulting to the lawns or sidewalks by misuse, unusual or unreasonable use of the lawn or sidewalks shall be borne by the Tenant.

**DISEASE:** In the event of any contagious or infectious disease developing in a person in the rented premises, the Tenant of such premises shall have such person treated immediately in accordance with standards medical procedures and/or with bylaws and regulations in force relating to such diseases.

**GENERAL RULES:**

- The Tenant will not carry or place any offensive, noxious, toxic or inflammable substances in the said premises, lockers or other common areas. No gas, coal or other combustion barbeques or fireplaces are allowed.
- No clothes washers or dryers are allowed in suites.
- The Landlord shall not be liable for any loss or damage or theft to any of the Tenant's goods or chattels stored in any storage space provided by the Landlord or about the property.
- Large items such as chairs, mattresses, sofas, etc. are not to be placed in garbage bins or left on the property. A fee of up to \$50.00 per item will be charged for any such item left on the property or placed in the garbage.
- The Tenant will use the rental unit and residential complex for residential purposes only and will not carry on, or permit to be carried on, any trade or business on said premises without the written consent of the Landlord.
- The Tenant will not cause a nuisance or disturbance to other Tenants in the same building.

**HALLWAYS/ COMMON AREAS/ BALCONY/ EXTERIOR:**

- Smoking is not allowed in common areas including but not limited to entrances, hallways, lockers rooms, laundry rooms and stairwells.
- Hallways are not play areas; the use of bicycles, roller-blades/skates and other sporting or recreational equipment is not permitted in the building.
- The halls, lobbies and stairwells shall not be obstructed by the Tenant or used by them for any purpose other than ingress and egress to and from their respective suites. Items such as but not limited to furniture, door mats, boxes or refuse of any kind shall not be kept, placed or stored therein.
- The Tenant shall be held responsible for any damage to the building or the grounds caused by the moving of objects in to or out from the building. No object shall be moved over the floors of the building so as to mark or damage the floors, walls, doors, windows, frames or ceilings.
- No yard sales are allowed in the building or on the property.
- No signs, billboards or other advertising matter are to be placed on the balcony or the common areas of the property without the prior written consent of the Landlord.
- No antenna for television or other electronic equipment, aerials, awnings, clothes lines, flower boxes or enclosures shall be placed on any exterior part of the property, including balconies, without the written permission of the Landlord.
- Balconies or windows are not to be used as entrances or exits except in emergencies.
- Balconies are not to be used for storage of any articles. No hanging or drying of clothes, barbecuing or cooking are allowed on the balconies. Throwing or dropping anything from the balcony is expressly prohibited.

Feel free to contact our office at 339-0461 with any questions.

*Kay Four Properties Inc.*