

CONDOMINIUM RULES: Respecting TENANCIES
[Date of Board Resolution May 25, 2015]

Introduction

The following Rules respecting the use of the common elements and units are made to promote the safety, security and 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.

The Rules of the Corporation are binding on each unit owner and his or her family, visitors, agents, tenants or occupants of the unit.

Definitions

Owner: Shall include owners, their families, visitors, agents, tenants and occupants of the unit.

Any other words and phrases which are defined in the *Condominium Act, 1998* (as amended from time to time), or the Regulations thereunder or any successor thereto, ("the Act") shall have ascribed to them the meanings set out in the Act.

1. General

1.1 Any losses, costs or damages incurred by the Corporation by reason of a breach of these rules by any Owner, his or her family, guests, servants, agents, tenants or occupants of his or her unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses. Without limiting the generality of the foregoing, such losses, costs or damages shall include, but shall not necessarily be limited to, the following:

- (a) All legal costs incurred by the Corporation in order to enforce, or in attempting to enforce, these rules;
- (b) An administration fee in the amount of \$50.00, to be payable to the Corporation for any breach of these rules that continues after initial notice has been sent, and further administration fees of \$50.00 per month, for each month during which the breach continues.

1.2 No restriction, condition, obligation or provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

1.3 Each of these Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these Rules shall not impair or affect in any manner the validity, enforceability, or effect of the remaining part of that Rule (if appropriate) or of the Rules, and in such event, the other part of the Rule (if appropriate) or the other Rules shall continue in full force and effect as if such invalid Rule or part of a Rule had never been included herein.

2. Tenancies

2.1 For the purposes of Article IX(1)(a) of the Declaration, the phrase "used only as a residence for a single family" shall specifically prohibit:

- (a) I. hotel or boarding or lodging house use;
- II. the disposition of an owner's or tenant's right to occupy the residential 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.

- (b) any "Transient" use of the units, including, but without limiting the general meaning, more than one (1) short-term use or occupancy of a particular unit, including any such use or occupancy by persons other than the registered owner of the unit with the exception of bona fide guests of the Owner, for a period of less than six (6) months in any particular period of twelve (12) consecutive months.

2.2 A lease or tenancy shall be for an initial term of not less than six (6) months; except that a lease may be for an initial term of less than six (6) months when it is the bona fide intention of the Owner to, upon the expiration of the term, promptly thereafter complete a sale of the unit or take occupancy of the unit.

2.3 All tenancies for units shall be in writing.

Note: With reference to sections 2.1 and 2.2 of this rule, every owner is fully entitled to lease his or her residential unit for a single period of less than six months in any particular period of twelve consecutive months. As an example, a retired couple who chose to spend four or five months in the south could lease the unit for the period of their absence. As another example, a businessperson assigned for a three or four month contract to a location outside the city could lease his or her unit during the period of the assignment.