

RULES AND REGULATIONS

1. **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.
2. **SMOKING:** Downtown Commons is a smoke-free building. Tenants and their guests are not permitted to smoke in any Apartment or common areas of the building, including but not limited to entrances, hallways, laundry room, stairwells, balconies and terrace. Tenants will be financially responsible for damages caused as a result of a breach of this requirement.
3. **QUIET ENJOYMENT:** The Tenant and any persons permitted into the building by the Tenant shall not unreasonably interfere with the rights of the Landlord or other tenants in the building. The Landlord shall not unreasonably interfere with the Tenant's quiet enjoyment of the premises, a common area or the property of which they form a part.

Tenants are responsible for the actions and behaviour of their children, other family members and guests, and must ensure that they do not cause a nuisance or disturbance to other Tenants in any indoor or outdoor common areas forming part of the property at which the building is situate. Children are to be supervised at all times when in the common areas of the building.

Tenants are responsible to ensure noise or activities are kept at reasonable levels to avoid any disturbances. Tenant agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another Tenant.

4. **UNAUTHORIZED** persons living in your suite for more than 15 days of the calendar year will result in your Lease being terminated.
5. **RENOVATIONS AND/OR CHANGES TO THE APARTMENT:** Alterations, additions or improvements to the Apartment are not permitted without written consent from the Landlord. Tenant shall not paint, wallpaper, alter or redecorate, change or install locks, antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays or other exhibits, on or in any portions of the Apartment without the prior written consent of the Landlord. The tenant is not allowed to install any laundry equipment of any kind in the suite.

In order to make any alterations, additions or improvements to the Apartment, a Request for Maintenance form must first be submitted to and approved by the Landlord. If any alterations, additions or improvements have not been given consent by the Landlord, the Landlord may require the Tenant to restore the Apartment to the condition that existed prior thereto.

If the Tenant does not restore the Apartment to its original condition before vacating, the Landlord set off the costs of restoration against the security deposit and may claim any shortfall against the Tenant.

6. **CARPETS:** At the beginning of the term of the tenancy, the Landlord shall provide the Tenant with clean carpets in a reasonable state of repair. The Landlord shall not be expected to clean carpets during the term, unless carpets are damaged by a cause not the fault of the Tenant.
The Tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. The Tenant will be held responsible to professionally steam clean the carpets at the end of the tenancy regardless of the length of tenancy.

7. **INTERNAL WINDOW COVERINGS:** Window coverings are provided at the beginning of the term of the tenancy they must be clean and in a reasonable state of repair. The Landlord is not expected to clean the internal window coverings during the tenancy unless something unusual happens, like a water leak, which is not caused by the Tenant.

The Tenant may be liable for replacing internal window coverings or paying for their depreciated value, if they have damaged the internal window coverings deliberately, or have misused them - by way of example: cigarette burns, not using the "pulls", claw marks, etc.

8. **SMOKE DETECTORS:** Smoke detectors installed in the building will be kept in good working condition. Regular maintenance includes: annual inspection of the system and annual cleaning and testing of the alarm.
The Tenant must not prevent the smoke alarm from working by covering or otherwise altering the device. For their own safety and the safety of others, the Tenant must tell the Landlord when a smoke alarm needs new batteries, or that it seems to need to be repaired or replaced.

9. LIGHT BULBS: The Tenant is responsible for: replacing light bulbs in their premises during the tenancy; replacing standard fuses in their suite (e.g. stove), unless caused by a problem with the stove or electrical system; making sure all fuses are working when they move out, except when there is a problem with the electrical system.

10. PROPERTY MAINTENANCE: The Landlord is responsible for major projects, such as tree cutting, pruning and insect control. The Landlord is responsible for cutting grass, shoveling snow and weeding flower beds and gardens of multi-suite residential complexes and common areas.

Tenant agrees to promptly notify the Landlord in the event of any damage, defect or destruction in the suite, or the failure of any of the appliances or mechanical systems. The Landlord shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

11. GARBAGE REMOVAL: The Tenant shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. Tenants shall be responsible for costs associated with making their own arrangements for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. You may hire a private contractor or call 311 for the removal of unwanted bulk items. Failure to comply with the associated costs may result in a deduction from your damage deposit. Unless there is an agreement to the contrary, the Tenant is responsible for removal of garbage and at the end of the tenancy.

12. BALCONIES: Where the rented premises include the use and occupancy of a balcony/patio, the tenant will keep it neat and tidy to the standard of the Landlord and will not display clothes or clothes lines/racks etc. nor exhibit any signs, flags, billboards or other advertising. Balconies are not to be used for household furniture, storing unsightly amounts of belongings etc.. A Tenant will not install any satellite dish or other equipment in or on the building. Carpeting on the concrete balcony slab decreases the life span of the balcony and is not permitted. No objects whatsoever shall be dropped, thrown, propelled or projected from the premises. The tenant will not barbeque on the balcony where it is restricted or disallowed by bylaw.

13. PARKING: The Tenant shall park his vehicle entirely at his own risk only in the place assigned to him by the Landlord, and the Landlord shall not be responsible for any damages that may be caused to the vehicle, whether by vandalism or otherwise. Stalls are subject to availability, should the Tenant desire a parking space a request for a parking stall form should be submitted to the office. Once a stall is assigned to a Tenant applicable monthly fee shall be added to the total monthly rent. Assigned parking spaces are designed for parking a passenger vehicle approved by the Landlord. Vehicles such as motorhomes, boats, ATV's and snowmobiles will not be considered passenger vehicles. Vehicles must be registered with Manitoba Public Insurance and must be in running condition. Unregistered or derelict vehicles will be removed at the owner's expense.

Only your registered vehicle can be parked in your assigned parking spot, unless other arrangements have been made with the Landlord. Please park within the boundaries of your allotted space. Vehicles must be able to be moved for emergencies, snow removal or repairs.

14. COMMON LAUNDRY ROOM: This space should be kept clean and in tidy condition. All Tenants must wipe down the interior of the washing machine after each use and use the garbage can provided in the laundry room for the lint removed from the dryer.

15. CLEANLINESS: The tenant is responsible for the ordinary cleanliness of the rented premises, the amenities and facilities provided in the lease and for the cost of repairs and damage caused by his/her willful or negligent, conduct or that of persons who are permitted on the premises by him/her.

16. MOVE OUT: When it is time to move out of the suite, it is the tenant's responsibility to make arrangements with Facilities Operations staff at a time agreeable to both of you, to complete an outgoing unit condition report which is to be signed by both parties.

17. BREACH OF LEASE: Tenants must abide by their Lease and any other documents provided by the Landlord that may outline tenant responsibilities. Violation of provisions outlined in this agreement could result in Notice of Termination, and it is understood and agreed that a single violation shall be good cause for a notice to end a Residential Tenancy Agreement.