

By-laws of the Building on 3660 Lorne crescent, Montréal (Québec)

Tenants severally: _____

Apt. # _____

1. OCCUPATION OF THE PREMISES

The tenant is reputed to reside at the rented premises for the purpose of delivery of all legal papers in case of legal action, or trial that the lessor may undertake regarding the lease binding him to the tenant.

The tenant accepts to take possession or the dwellings at the latest (10) days after the beginning of the lease.

The tenant commits to decorate with curtains in a reasonable delay all windows and patio doors of the dwelling. Usage of sheets or flags will not be tolerated.

2. PAYMENT OF THE RENT

The tenant commits voluntarily and without constraint to the automatic monthly withdrawal of the rent amount (preauthorised payments) for the period covering the lease.

The tenant shall pay for the residence on the first day of the month All withdrawals returned by the financial institution will carry an administrative fee of **\$50**.

All unpaid rent will carry interest on maturity to the rate of 1.5% per month or 18% per year, and without serving any demand of default.

3. UTILITY BILLS

The tenant shall assume responsibility for the electrical bills for the dwelling until the end of the effective lease.

4. INTERNET

Internet is available in all apartments on as is basis. For optimum performance, abusive users of this service will be cut off without warning. Abuses consist of downloading movies, music and software of that monopolizes cable line.

5. ENJOYMENT OF THE PREMISES

The tenant must not disturb the other tenants' enjoyment of the premises, especially by making noise or misusing the hallways.

The tenant is answerable to the landlord and to the other tenants for any damage which may result from a violation of this obligation, either on the part of the tenant himself or on the part of persons he allowed to have access to the dwelling or building. The landlord may, if such a violation causes serious prejudice, demand the cancellation of the lease and the expulsion of the tenant and all the occupants of the dwelling.

6. REASONABLE USE OF THE PREMISES

The tenant undertakes to enjoy the premises in a reasonable manner and to keep them in a state of cleanliness and good repair. In particular, the tenant will take reasonable measures to protect the following against losses or damage by frost, misuse or other causes: the pipes (water, sewer), sinks, toilets, baths, showers, ventilation and heating systems, electrical fixtures, window panels, mirrors, and in general any object which is part of the dwelling, as well as any furniture which belongs to the landlord and is made available to the tenant.

The tenant will replace, repair or pay for the repairs of all damages caused by his fault.

7. USE OF THE COMMON PLACES

The tenant should keep the entry, the passageways, the halls, and the laundry room clean.

It is prohibited to smoke in the halls, the passageways, stairs, and the common places.

It is forbidden for whomever, (tenant or visitor) to use the halls, the passageways, stairs, hallways and the communal rooms, for amusement or of the flange.

8. DANGEROUS PRODUCTS

The tenant will be required to observe the Fire Department and Health Services regulations of the municipality, as well as the requirements of the insurers.

The tenant will not be able to make use, to keep or to store in his/her dwelling, or elsewhere in the building, oils, benzene, gas, propane, varnished or all other products made of, or having explosive elements and/or all liquids or chemicals or all other flammable material.

9. SMOKE DETECTOR MAINTENANCE

The tenant commits to keep a smoke detector in good working order and to replace the battery when necessary.

10. MODIFICATIONS TO THE DWELLING

The lessor can give the permission to the tenant to modify the dwelling but the permission must be written. The tenant commits not to make the *following* modifications to the dwelling:

- To put or to install a subdivision;
- To put on, or outside of the building a television antenna or satellite dish or an antenna for a HAM radio;
- To pierce the walls or the paneling;
- Paint the floors and the paneling; to put tapestry or wallpaper; to paint the walls of the dwelling dark colours
- To change the locks, the combinations of locks or to put a supplementary lock;
- To overload the electrical circuits;

1) The tenant will not place a superior load (weight) on the capacity of the building and of the elevator.

11. ANIMALS

No animal will be tolerated in a dwelling, unless the tenant gets the permission, in writing from the owner (dog, cat, fish, bird, snake or other reptile, etc...). The tenant commits not to acquire animals during the length of the lease or its renewal.

12. WATERBEDS

The tenant is strictly prohibited from possessing a waterbed unless he/she gets the written permission of the lessor.

13. FORBIDDEN USE OF BARBECUES

The use of charcoal stoves, wood burning stoves or a barbecue using flammable liquid accelerator will not be tolerated within a ten foot (10 feet) radius, outside of the building.

14. SIGNS AND BANNERS

The tenant will not be able to display whatever it is on his/her windows.

15. AIR CONDITIONERS

The tenant is prohibited from installing an air-conditioner in a window or patio door of the dwelling, unless he/she gets the written permission from the lessor.

16. TENANT'S RESPONSIBILITY

The tenant should assume the cleaning of his/her dwelling. He/she should immediately inform the lessor of the vermin presence in the dwelling. The Landlord reserves the right to inspect apartments and take all necessary measures to clean and/or disinfect the dwelling at Tenant's expense.

The tenant commits to promptly inform the lessor of all defects of the devices and furnished accessories.

If a breakage caused by the tenant occurs and/or all person under his/her responsibility (including the guests), the tenant should repair the damages at his/her expenses by one article of the same quality.

The devices, fixtures, accessory and movable furnishings within the dwelling stay the property of the lessor and must be in good condition on expiration of this lease, with the exception of the normal wear.

The tenant will be therefore responsible, for these devices and fixtures and their accessories. If pieces are missing or damaged, the lessor will have the right to require the repair or replacement by the same product or piece and will ask the tenant for the cost of the items.

The tenant commits to carefully use the heating, utility and security devices, the water closet, the sinks, the tub and all other accessories of the dwelling while keeping them all in good working order.

A \$20 deposit for keys is collected from every new tenant and reimbursed upon returning all keys.

17. TELEPHONE WIRES

The tenant commits to maintain the telephone wiring and to assume the costs of repair for all breakage resulting from the misuse, or from the faulty maintenance of the system.

The tenant is obliged to use the telephone and cable services chosen by the owner and already in function. Defects occurring in the above- mentioned system, the tenant cannot do and/or cannot have made any repair without having received the approval of the lessor.

18. GARBAGE

The tenant must deposit the domestic garbage in the places anticipated to this end and to place in bags or suitable containers. No garbage should be placed in the yards, alleys, and passageways of the building or in the common places.

19. USE OF THE LAUNDRY

The tenant will be able to use the laundry room at the hours mentioned. The washing machines and automatic dryer installed in the laundry room of the building are at his/her expenses. The lessor will not be, by no means, responsible of the damages or incurred losses due to their use. The tenant commits to keep the water faucets of the washing machine closed in at all times, except when washer is in use.

20. HEATING OF THE DWELLING

The tenant, should heat the dwelling to a minimal temperature of 18°C at all times and he/she should maintain in good state of function the heating devices and their accessories. In the same way, he/she should heat his/her adequately dwelling at the time of his/her absences in order to avoid the frost of the hoses or all other problem of the same kind.

21. RESPONSIBILITY OF THE LESSOR

The necessary damages following the normal use of the apartment or of the dwelling are the responsibility of the lessor. In the event a repair is necessary, following the direct use from the tenant, the repair will be under the responsibility of the above-mentioned tenant.

22. TENANT'S INSURANCE RESPONSIBILITY

It is the tenants' responsibility to protect their belongings and themselves, and to obtain an insurance policy for the dwelling he/she is occupying. Such an insurance policy must cover the risk of theft, fire, explosion, water damages, smoke or all other disasters in which the tenant could be held responsible.

23. RELETTING OF THE DWELLING

When a tenant notifies the landlord that he/she is not renewing or intends to cancel the lease, he must allow the dwelling to be visited and signs be posted immediately upon his/her giving notice. The tenant must facilitate access to the dwelling, and may not refuse access unjustifiably.

The landlord may give a simple verbal notice of a visit, however he must exercise his right reasonably and with due respect to the tenant's privacy.

24. ASSIGNMENT OR SUB-LEASING

Prior to any assignment or sub-leasing, the tenant recognizes that the lessor has the 1st choice of repossession of the dwelling. Should sub-lessee or assignee is approved, as per the proper norms of tenants' selection, the tenant will be charged **\$100** for administrative expenses.

25. NOTICE

If occurring that an article of the regulation or several articles be declared hopeless or inoperative, this situation does not have consequence to invalidate the other articles and the present regulation stays in effect.

26. EMERGENCY

In case of emergency, the tenant agrees to act as a good citizen and to take the necessary precautions to protect the lessor's property. The lessor may be joined only in case of emergency at the following number: (514)914-4514 or at the Janitor's number: (514) 848-0118.

The tenant recognizes to have read the regulation of the building annexed to the lease and he/she accepts its terms and conditions. The present regulation is an integral part of the lease.

Tenants initials: _____

Date: _____