

### 1. The lease and its importance

The lease is a contract between the tenant (you) and the property owner (OMH du Val Saint-François). You must read it carefully because these regulations have force of law.

**The first pages of your lease identify the different parts of the lease, the rented apartment and indicate the cost of the rent, and the detailed calculation of the rent. The following pages indicate the obligations of the tenant and property owner as indicated in the Civil Code of Quebec and show that the calculation of your rent is determined according to the regulations on rental conditions for low-rent housing. Finally, the last part of your lease includes the building regulations.**

By signing your lease, you agree to abide by all the terms and conditions.

When you do not comply with the terms of the lease or the regulations, the Office may initiate proceedings against you with the Régie du Logement.

As a property owner, the OMH du Val Saint-François provides tenants with an apartment that is clean and in good condition. You can also use the services of Régie du Logement if you believe that the Office is not fulfilling its obligations to you.

### 2. Rent payment

**The rent is not collectible.** This means that OMH staff will not visit you to collect the rent. You are responsible for ensuring that your rent payment reaches the OMH for the first day of the month. The Office offers you three ways to pay your rent:

- ✓ By **preauthorized payment** (automatic payment) withdrawn directly from your bank account on the 1st day of each month; this is the least expensive way to pay your rent;
- ✓ By a **series of post-dated cheques** for the duration of the rent in force, (Cheques must be cashable on the 1<sup>st</sup> day of the month);
- ✓ By cheque or money order mailed to OMH du Val Saint-François for the 1st of the month.  
**Note:** Always write your address on your cheque or money order.

#### 2.1. Non sufficient funds

Fees of \$25.00 will be payable by the tenant, without formal notice, for all preauthorized payments returned by their financial institution with NSF (non-sufficient funds) mentioned.

#### 2.2. Rent Delay

According to section 1903 of the civil Code of Québec, rent is payable in advance on the first day of the month. **The Office does not tolerate delays with rent payment.**

Failure to pay may result in procedures for payment with the Régie du logement and, by doing so, will cause the termination of your lease and eviction from the rented premises. In addition, the civil Code foresees that legal costs for opening a file with the Régie du logement is charged to the tenant. In February 2018, the legal costs were \$75 plus service fees. These fees are subject to change.

If you expect to be late with your rent payment, please contact the Office as soon as possible to make an agreement on how you will catch up.

### 3. Rent reduction

If your households current, income is lower than that used to set the price of your lease, or if the situation in your household has changed, you may be entitled to a rent reduction. When you file a rent reduction application, you must do so in writing and provide all the evidence that motivates your request. Please feel free to contact the Office staff for any questions you may have. Applications that do not result in a decrease of at least \$10 are not accepted.

**The tenant is solely responsible for renewing his/her request for a rent reduction. He/She must renew one (1) month before the end of the amendment granted, otherwise the price of the rent will revert to the the previous amount before the rent reduction.**

### 4. Departure

Article 1995 of the civil Code of Québec foresees that a tenant in an affordable housing apartment can leave whenever they want by giving a **written notice of three complete months in advance.**

For example, if you wish to leave for the 1st of November, your written notice must be sent to the Office no later than the 31 of July. This is 3 months notice.

When you move, you must make sure the apartment is in good condition and free of any objects belonging to you. You must also empty the allocated storage area. All keys in your possession must be returned to the Office.

Upon receipt of your notice of departure, Office staff will conduct an inspection of the premises to verify the condition of the accommodation. If damaged, and is not considered normal wear and tear, you will be held responsible for the repairs and, if you do not do the repairs, you will receive an invoice accordingly.

**If you were to leave an OMH with a debt owing, you would no longer be able to apply for accommodations until the debt has been paid in full.**

### 5. Occupancy Standards

*The affordable housing regulations* determine the number of bedrooms a public housing tenant is entitled.

The number of bedrooms granted is based on age, gender and the family situation of the occupants. These rules are available at the Office upon request.

The size of the apartment also varies depending of the **number of occupants. It is therefore mandatory to inform the Office when a person is added to the household during your lease or if an occupants leaves. You must advise the Office during the month of the arrival of the additional tenant.**

When a change in your household involves a change in the size of your home, the selection board takes charge of your file and places you on an eligibility list for the category of accommodation or sub-category to which you are entitled.

The landlord may relocate the tenant by giving him or her a three-month notice at any time during the lease, if the apartment no longer meets their needs, as determined by the occupancy standards in the allocation of Affordable Housing (C.c.Q. Art 1990). The Office grants the tenant who is required to relocate a lump sum provided for this purpose by the Société d'habitation du Québec

**6. Emergencies**

Outside of office hours, the person on call person will be advised to take action as soon as possible if your call is an emergency:

Examples of emergency situations :	Examples of Non-emergency situations:
No heating (winter or fall) 819 300-4646	Parking problem
Overflowing sewer 819 300-4646	Dripping faucet
Fire 911	Disagreement with neighbours
Water leak 819 300-4646	Broken Door handle

Please note that these numbers are also posted in the main entrance of all buildings.

**7. The keys to your apartment**

Upon signing your lease, you will be given the keys to your apartment, the building, the laundry room and the storage space if available.

Under no circumstances are you allowed to change your lock yourself or install an alarm system.

**Only the property owner** can authorize a lock change. If you wish to change your lock, you must make your request to the Office. **The amount of \$30 per lock** will be charged to you.

No locks should be added, altered or changed without authorization from the Office.

Residents in buildings with secured keys (Médéco) must make a deposit of \$20, for each key upon signature of the lease. This amount will be reimbursed upon departure and return of the key or keys.

**7.1. Loss of keys**

Service fees of \$25 will be charged if an employee of the OMH must go and unlock your door outside of office hours or if you call for lost or forgotten keys.

If you lose your keys, the OMH will make you a copy and charge you \$10, non-refundable, for the key. For a secured key (Médéco) \$25 will be charged

**8. Individual Insurance**

The Office **strongly** recommends that each tenant possess an insurance policy that covers liability and coverage for personal belonging in case of fire or theft.

All objects belonging to the tenant, whether located inside or outside the rented premises, are at the risk of the tenant for loss of any kind, including water, mildew, fire, theft or vandalism.

**9. COMMUNITY LIFE**

**9.1. Respect and disagreement with the neighbours**

It is strictly forbidden for anyone including children to ring false fire alarms in the OMH buildings and/or to ring the intercom system. The presence of strollers, youth or adults, in hallways or stairwells is prohibited.

**After office hours, tenants are asked to contact the Sûreté du Québec, covering your area, if you witness a situation that may be dangerous to you and/or your neighbours. It is not a question of doing justice yourself but of being vigilant.**

**If you have a problem with a neighbour, you must try to come to a friendly settlement by explaining yourself in a respectful manner.** If no arrangement is made, and you believe that you are aggrieved in your rights, you can make a **written and signed complaint** to the OMH by clearly describing the situation, dates and times of events. Your complaint will be treated in a confidential manner. However, in the event that the OMH initiates a hearing, **the signee of the complaint should be prepared to testify, if necessary, to the Régie du Logement.** The Office cannot resolve personality problems.

**9.2. Children**

We rely on your cooperation to maintain cleanliness and calm in all buildings. **The tenant must make sure that his/her children or the children of which he/she is responsible, comply with the regulations of the OMH.** Any damage caused by the children will be charged to the person who has custody.

**10. ELECTRICITY**

Reasonable usage of electricity is recommended to avoid wasting electricity. Avoid over heating your apartment or leaving doors or windows open during cold periods. A temperature of 22 degrees Celsius during the day and 18 degrees Celsius during the night is considered comfortable. We periodically verify the power consumption of each apartment.

**11. INTERCOM**

If you live in a building with an intercom service, always identify the visitor before letting them in. If you do not know the visitor, do not let them in the building.

**THE FOLLOWING BUILDING REGULATIONS ARE AN INTEGRAL PART OF THE LEASE.**

## **12. COMMERCIAL ACTIVITY**

No commercial activity of any kind can be carried out from the rented premises, unless specifically authorized by the property owner for that purpose. *During the lease, the owner and the tenant may not change the form or use of the dwelling (art. 1860 C.c.Q.)*

## **13. COMMON AREAS**

### **13.1.1. Alcoholic beverages**

The tenant may not consume alcoholic beverages in community spaces, both inside and outside, without having obtained prior written permission from the property owner.

### **13.1.2. Clutter**

It is forbidden to clutter the rented space and common areas (patio, balconies, hallways, staircases, and lawns), both inside and outside, with whatever object (cardboard, boxes, furniture, bicycles, strollers, sleds, carpets in the corridor, tires or any other object). The property owner has the right to remove anything that clutters a space at the expense of the tenant.

### **13.1.3. Loitering and games**

It is strictly forbidden to play in the halls, stairwells or main entrances. All loitering is also prohibited in the common areas, both indoors and outdoors or all buildings administrated by the Office.

### **13.1.4. Walkways**

Sidewalks are strictly reserved for pedestrians. No motorcycles, mopeds, bicycles or skateboards will be tolerated on the sidewalks of any OMH building. This is for your and your children's safety.

## **14. DOMESTIC ANIMALS**

The only domestic animals permitted by the present building regulations is one cat and fish (aquarium with a maximum capacity of 15 litres), per apartment.

**The tenant must ensure that the staff of the Office can enter their home safely in case of an emergency. The Office cannot be held responsible for the flight of an animal.**

- a. The tenant must obtain written permission from the Office before keeping a cat or installing an aquarium, the tenant must submit to the following clauses :
- b. For a cat, the animal must be sterilized, and de clawed. The tenant must provide proof from a veterinarian.
- c. For fish and aquariums, an employee from the OMH will visit and validate the capacity of the aquarium.
- d. The owner of the animal must satisfy all provincial and municipal by-laws, such as vaccination, licence, hygiene, noise and elimination of excrements.
- e. Animals must never be left loose in any common area; they must be kept on a leash or in a cage. It is prohibited to allow an animal to be loose on a patio or balcony even on a leash. Their presence is prohibited in all common areas such as activity areas inside and out and all main entrances and laundry rooms.

- f. It is prohibited to allow an animal to urinate or defecate in any OMH building. If, by accident, or inattention, the animal does urinate or defecate, the animal owner is responsible to immediately pick up and clean the area.
- g. Notwithstanding the terms of the previously mentioned clauses, it is prohibited to keep any animal whose conduct or crying are likely to cause damage to the rented premises or to affect the cleanliness or safety or to harm the peaceful enjoyment of the premises or the neighbours of the building and this regardless of the animal.
- h. Service animals for handicapped persons are an exception to the rules and are admitted to common areas.
- i. If the Office receives a written complain in accordance with article j), the tenant will have to immediately and permanently remove the animal or procedures will be taken to have the animal and / or tenant expelled through the Régie du Logement.
- j. The tenant must treat their animal immediately if infected or is a carrier of any contagious or infectious disease.
- k. If an animal is a carrier of ticks or fleas and the Office must use an extermination company to rid an apartment or building of fleas or ticks and to avoid infestation, the services charged will be billed to the tenant and owner of the animal.
- l. All damages caused by an animal will be charged to the tenant.

Notwithstanding the terms of the previously mentioned terms, it is forbidden to receive, as a visitor, on the rented premises, any animal whose behaviour or presence is likely to endanger the safety of the persons having access to the building and this, no matter the size or race of the animal.

## **15. EXOTIC AND WILD ANIMALS**

It is forbidden to keep in or on the rented premises, in any way, wild animals such as martens, minks, marmots, weasels, raccoons, skunks, foxes, beavers, squirrels, hares and any animal species usually found in the wild

It is also forbidden to keep, in any way, an exotic animal such as snakes, monkeys, alligators, scorpions, tarantulas, etc.,

**It is also forbidden to feed squirrels or any other small rodents and to install birdfeeders on balconies or land owned by the OMH.**

**16. SATELLITE DISHES AND CUPOLAS**

It is forbidden to install satellite dishes/cupolas radio Antenna «C.B. » or any other similar objects in or on property owned by the Office.

**17. BBQ's**

BBQ's that work with charcoal briquettes or wood are prohibited on balconies.

**18. BALCONIES****18.1. Maintenance of balconies**

The tenant is responsible for the maintenance and snow removal of his/her balcony in order to keep it safe and in proper order. He/she must avoid unaccommodating his/her neighbours with snow, water, or javel products overflowing onto the neighbours below or beside.

**18.2. Painting balconies**

It is prohibited to paint the balcony or the guardrail whether wood or iron. It is also forbidden to paint the brick wall whether inside or outside.

**18.3. Drying clothes**

It is forbidden to hang clothes or other articles out on the balcony to dry unless a clothes rack is being used, however the clothes rack must be put away after each use. No clotheslines are allowed.

**19. ACCESSORY BUILDINGS**

The tenant cannot install any temporary or permanent storage, garage, tent, accessory building on the land of the Office.

**20. NOISE**

The tenant and any persons to whom they allows access must behave in such a way as not to disturb the normal enjoyment of the other tenants (art. 1860 du C.c.Q.)

**21. TOBACCO AND CANNABIS ACT**

The purpose of the smoke-free regulation is to end health problems caused by exposure to second-hand smoke, loss of enjoyment of the premises for non-smokers, increased fire risks and significant costs for restoring an apartment previously rented by a smoker. For all these reasons, the use of any "smoked" products will be strictly prohibited (cigarettes, cigars, electronic cigarettes, or cannabis) in the OMH housing.

The consumption and/or cultivation of cannabis is prohibited, the tenant must refrain from smoking any product assimilated to cannabis. It will be strictly forbidden to smoke cannabis or any other derivatives inside the dwellings. The accommodation extends to the balcony, so it will be forbidden to consume any smoked products outside.

The tenant must comply with the regulations and forbid any person of his family or any other person to whom he gives access to his dwelling to consume any smoked product in the prohibited places.

**The tenant will have the right to smoke in areas reserved for smokers, which are located outside a perimeter of 9 meters from the entrance door, balconies and windows.**

**22. STORAGE AREAS**

It is forbidden to smoke inside areas reserved for storage, or to store dangerous products, including propane gas. The Office cannot be held responsible for theft, damage or any other offence to stored property.

No change of storage area is permitted unless written authorization has been received from the property owner. The tenant has to put a padlock on his locker.

**23. AIR CONDITIONERS**

If the tenant wishes, he/she can use a **portable air conditioner only** if he/she asks the property owner and assumes all costs related to installation and uses the unit as per the building rules.

The cooling capacity cannot exceed 10 000 BTU. If necessary, the space created by installation in the window must be blocked by a Plexiglas. No modifications to existing circuits and wiring are permitted. The installation must be safe and approved by the Office. It is strictly forbidden to pierce the window frame or have the air conditioner installed year-round. The owner of such equipment may not install the air conditioner before May 1 and must remove it no later than October 31 of each year.

**24. FENCE, PATIO, AND PERMANENT INSTALLATIONS**

It is prohibited to install a fence, construct a patio or make any other permanent installations.

**25. SMOKE DETECTORS AND THERMAL DETECTORS**

The tenant must maintain smoke detectors in good working condition at all times and advise the Office immediately if a detector is damaged or broken. Detectors must not be painted over.

**26. GENERAL MAINTENANCE**

The tenant agrees to maintain his or her dwelling and to ask the property owner for the necessary authorizations to carry out certain work.

It is forbidden to glue adhesive strips or other similar equipment on sanitary appliances (bath, shower, toilet, washbasins, sink). The removal of these materials will be at the expense of the tenant. Do not use abrasive cleaners for bathtubs or showers.

The inspection of all accommodations takes place once a year. This is a preventative inspection, so you must continue to notify the agency if something breaks in your home.

**27. CAMP FIRES**

It is strictly forbidden to make a campfire on any land administrated by the Office.

**28. INSALUBRITY**

If the property owner is aware of a cluttered or unsanitary dwelling, he or she may ask the municipality concerned for an inspection by the hygiene service that may issue notices and/or fines to the tenant

**29. ADDITIONAL INSTALLATIONS**

The tenant cannot install additional heating/air conditioning units or electric ducts without obtaining previous authorization from the property owner.

**30. DISHWASHER****30.1. Built in dishwasher**

It is forbidden to install a built in dishwasher.

**30.2. Portable dishwasher**

It is forbidden to use a portable dishwasher.

**31. WASHER-DRYER**

It is forbidden to use a mini-washer or mini-dryer inside the apartments.

**32. PAINT AND WALL COVERINGS**

The property owner can furnish white paint to a new tenant or a tenant that moves from one Office building to another upon the tenants' request.

**It is forbidden to put any color other than white, or to install wallpaper and or any other type of wall covering.** Any tenant that paints/wallpapers or uses any other type of wall covering, is obliged to put the apartment back as per the conditions outlined here: White walls and no wallpaper or other wall coverings. This must be done before departure. If not the work will be done and the departing tenant will be billed.

The TENANT must take care not to paint the permanent installations (electrical outlets, door handles, plates, hoods, baseboards, heating installations, light structures, hinges, countertops, etc...) Otherwise, they will be replaced at their expense. It is STRICTLY forbidden to paint the doors and cabinet doors of the dwelling without the written permission of the LANDLORD.

**33. POOL-WADING POOL-TRAMPOLINE-TENTS**

It is strictly forbidden to install a pool/trampoline/tent on any land administrated by the Office.

**34. DOORS AND WINDOW**

**34.1. Installation of curtains and blinds**

It is strictly forbidden to make holes in the window frames made of PVC or aluminum.

**34.2. Aluminum Balcony Doors**

It is strictly forbidden to make holes in the balcony door or to install blinds or curtains. A tenant wishing to put up curtains or blinds must use a magnetic rod.

**34.3. Apartment Doors**

In order to respect the privacy of all tenants, you must keep your apartment door closed at all times. All tenants are also responsible for keeping their door clean.

**34.4. Doors and Windows**

The tenant agrees not to leave the doors or windows open, which can lead to the entry of rain or snow, or the increase in heating costs

A negligent tenant may be held liable for any damage caused to the property or belongings of other tenants. You may be required to pay an amount equivalent to the additional cost of heating paid by the property owner.

Neither the TENANT, nor family members nor any other person on the rented premises, shall have the right to throw objects through the windows, off balconies or any other openings. In addition, the TENANT shall not suspend laundry or any other objects outside of any window or balcony and shall not shake or allow carpets, rugs, garments, brooms or any other objects to be shook out of the Windows, Balconies or any other openings.

**35. REPAIRS**

The tenant agrees to pay the cost of repairing any damages that occur in his/her dwelling and which is not the result of normal wear and tear of the premises (examples: holes in the walls or doors, window frames pierced, burns on the flooring, Broken screens or windows, obstruction of vents, etc. etc.).

**36. RESPONSIBILITY**

The tenant is responsible for complying with this Regulation as well as any person living with him and any person to whom he gives access to the building.

The tenant is responsible for any damage caused by himself/herself or by any person living there or anyone given access to the building and for the costs of any such damage.

**37. LAUNDRY ROOMS**

The tenant must respect the laundry room schedule that is from 9am to 9pm.

The laundry rooms are for the exclusive use of tenants in the building. **Tenants are also responsible for keeping the machines clean (empty dryer filter and wipe out washer after each use.) and keep the laundry room neat.** The OMH is not responsible for any loss or damage caused by using the machines.

**38. REPORTING DAMAGE**

The tenant must immediately report any defect or damage discovered on the rented premises that requires repair, regardless of the source of the damage.

**39. ALARM SYSTEM**

No alarm system may be installed in a dwelling without the property owner's prior authorization.

**40. ROOF**

Access to the roof of all building is prohibited at all times.

**41. PARKING**

**The tenant must rent a parking space in order to be allowed to park in the lot.** The rental is determined by the *Regulations on rental conditions for low-rent housing.* They can also be restricted.

**42. REGISTRATION CERTIFICATE**

At each lease renewal, the tenant must provide a valid registration certificate for each owned vehicle where a parking space is requested.

**43. HEATERS FOR VEHICLES**

It is forbidden to install a heater inside a parked vehicle and plug it into an engine-warming outlet.

**44. PARKING SPACE COSTS**

Type of parking	Monthly Cost
1st exterior parking without engine-heating plug	\$5,00
Additional parking without engine-heating plug	\$20,00
1st exterior parking with engine-heating plug	\$10,00
Additional parking with engine-heating plug	\$30,00

*These costs are decided by the rental conditions for affordable housing regulations and are subject to change.*

**45. PARKING SPACE**

The property owner assigns the tenant a numbered space and reserves the right to change the reserved location. Priority is given to applicants for a first parking lot.

**46. GAMES**

It is strictly forbidden to play in the parking lots.

**47. ENGINE HEATING PLUGS**

The tenant must check that the engine-warming plug is working properly and report any breakage or damage to the property owner. The property owner cannot be held responsible for the expenses incurred by the malfunction of a motor warming plug.

**48. VEHICLE REPAIRS**

It is forbidden to make major repairs to a vehicle or any other large equipment in the parking areas or on the properties of the Office.

**49. PARKING**

The vehicle must be parked between the defined lines, without encroaching on the neighbouring space. It is a matter of harmony and civility.

**a. Prohibited Parking Spaces**

The tenant agrees that he and his visitors will not park in places where parking is prohibited. If this happens, the vehicle will be towed at the owner's expense.

**b. Additional Parking**

Any additional parking must be requested and is priced according to the rates established by the Société d'habitation du Québec. However, the property owner is not obligated to provide parking spaces for additional vehicles. No exchange or subletting is permitted without the written consent of the property owner. Any space used without authorization will be billed retroactively to the tenant who allowed such use.

**c. Vehicle leaking oil**

It is prohibited to park a vehicle that is leaking oil in the Office parking lots. Repairs to the pavement will be charged to the tenant responsible.

**d. Vehicle in working order**

It is forbidden to park a vehicle that is not in working order in parking spaces or on land administered by the property owner. Any non-compliant vehicle will be towed at the owner's expense.

**e. Vehicles forbidden to park**

Parking of the following vehicles is prohibited by on all properties of the property owner, including access

roads and parking lots: trailers, caravans, boats, rowboats, canoes, unregistered vehicles or not in working order. Any non-conforming vehicle may be towed at the owner's expense.

**f. Registered Vehicles**

It is forbidden to park a vehicle that is not registered for the current year in the parking spaces or on the lands administered by the property owner. Any non-compliant vehicle will be towed at the owner's expense.

**g. Visitors**

The tenant must make sure that his visitors use the parking lots for visitors; otherwise, the vehicles can be towed at the expense of their owner.

**50. SNOW REMOVAL**

The collaboration of each tenant is required to maintain a proper clearing of the parking spaces.

Snow removal is usually done in two steps:

1. The contractor clears the main area of circulation early in the morning, permitting the tenants to remove their vehicles;
2. The contractor returns later in the day to complete the snow removal.

Once the contractor returns each vehicle owner must make sure to move their vehicle **out of the parking lot** in order to allow the proper clearing of snow and facilitate big machinery access. When not possible to move your car you are responsible to clear the snow that the contractor could not remove because of your car.

**If there is no collaboration on the part of a tenant, the property owner reserves the right to tow the vehicle at the owner's expense.**

**This regulation replaces any other settlement or agreement prior to the amalgamation of the municipal housing offices of Richmond, Saint-Denis-de-Brompton, Stoke, Valcourt and Windsor, unless the agreement was made in writing.**

**Tenants' Consultation on \_\_\_\_\_ for any further information, please contact us at [819 300-4646](tel:8193004646) during regular office hours.  
Adopted by the Board of Directors on January 15 2019.**

I have received a copy of the general information and building regulations.

I understand that this document is an integral part of my lease.

Tenant Signature: \_\_\_\_\_ Date : \_\_\_\_\_

**Please note that in case of any discrepancy the French version shall prevail.**