



Managing Agent
Reid Property Management
P.O. Box 77016 Ottawa S. P.O.
Ottawa, Ontario
K1S 3X0

Ottawa Carleton Standard Condominium Corporation No. 803

613-738-4646

January 19, 2017

To All Owners and Residents:

In order to provide for the safety, security and quiet enjoyment of the residents, the Board of Directors has passed the enclosed rule regarding Tenancies (short term rentals).

For your information the Condominium Act of Ontario states:

Notice of Rule

58(6) Upon making, amending or repealing a rule, the Board shall give a notice of it to the owners that includes,

- (a) a copy of the rule as made, amended, or repealed, as the case may be;
- (b) a statement of the date that the board proposes that the rule will become effective; and
- (c) a statement that the owners have the right to requisition a meeting under section 46 and the rule becomes effective at the time determined by subsection (7) and (8).

When rule effective

- (7) A rule is not effective until,
- (a) the owners approve it at a meeting of owners, if the board receives a requisition for the meeting under section 46 within 30 days after the board has given notice of the rule to the owners; or
 - (b) 30 days after the board has given notice of the rule to the owners, if the board does not receive a requisition for the meeting under section 46 within those 30 days.

This attached rule regarding Tenancies (short-term rentals) becomes effective 30 days from the date of this letter unless petitioned in accordance with the above. Should the rule become effective, lock boxes affixed around the property will be removed without further notice and the Corporation will commence further action to enforce this rule.

Thank you for your attention to this matter.

Regards,

Mike Fraser, RCM, ACCI
Agent for O.C.S.C.C. 803

Continuously Caring for your Community
Tel: 738-4646 Fax: 738-7599
E-Mail: mfraser@reidmanagement.com

**OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION
NO. 803**

CONDOMINIUM RULES: Respecting TENANCIES (Short Term Rentals)

Date of Board Resolution: January 18, 2017

Introduction

The following Rule respecting the use of the common elements and units is 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 this rule 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, this rule;
 - (b) An administration fee in the amount of \$500.00, to be payable to the Corporation for any breach of this rule that continues after initial notice has been sent, and further administration fees of \$500.00 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 This rule shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of this rule 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 3.1 (a) of the Declaration, the phrase “private single-family residence” 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 choose 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.