

AFFORDABLE HOUSING QUÉBEC (LAQ) BUILDING REGULATIONS

1. General conditions

Building regulations form are an integral part of the lease.

A copy of the regulations is given to each tenant before the signature of the lease; it is then part of the lease and its provisions have the same values as the clauses of the lease.

Building regulations are automatically renewed at the time of renewal of the lease. The modifications made must be served on the tenants according to the same time and conditions as the notice of modification of the conditions of the lease.

2. Payment of rent

The rent is payable in advance on the first day of each month without the OMHL being required to make the request. Rent is to be paid at the office of the OMHL or at any other locations determined by the OMHL.

The OMHL favours the following methods of rent payment:

- a) Pre-authorized payment (PPA). To postpone or cancel a pre-authorized payment, the OMHL must be notified at least five (5) business days in advance;
- b) The delivery of post-dated cheques, dated the first day of the month only. To withdraw a cheque from the deposit, the OMHL must be notified at least five (5) business days in advance.

Non-sufficient funds cheque (NSF) must be immediately replaced by the tenant concerned and all costs incurred must be reimbursed by the latter. The amount due will be considered and treated as arrears until reimbursed. If this situation is repeated, the OMHL may require the tenant to pay his rent by certified cheque or money order.

3. Solidarity

When the lease is signed by more than one tenant, it is understood that payment of the rent constitutes an indivisible and solidary obligation. Each signatory is therefore jointly held liable for full payment of the rent without any further formalities on the part of the OMHL.

4. Departure notice

The tenant is required to provide written notice at least three (3) months before the date of departure.

In the case of a death or an accommodation in a nursing home, the notice will be two (2) months.

5. Lease transfer

The tenant will not be able to assign his dwelling.

6. Use of rented premises

The tenant agrees to occupy and use the premises rented for housing and residence only, for himself, and if applicable, for members of his household declared on the lease.

No commercial activity is allowed in the dwelling.

a) Modifications

Any modification, alteration or transformation to the rented premises is prohibited without the written authorization of the OMHL.

The application of paint on exterior doors and exterior walls including the sides and floors of balconies is prohibited.

The installation or fixing of objects or devices on the exterior cladding of the building or on the balconies is also prohibited (i.e.: clothesline).

b) Negligence

The tenant must use the rented property with caution and diligence. The tenant who neglects to observe this rule will be held responsible for any damage caused to the building, to the property of other tenants or to the rented premises.

c) Sprinklers

For your security and that of others, and to avoid water damage, all objects must be placed at a distance of 40 cm (16 in.) from a nozzle. It is strictly forbidden to paint the sprinkler heads. Should this happen, the tenant will have to pay the replacement cost.

d) Smoke detector

The tenant must replace worn-out batteries in the smoke detectors installed in the dwelling.

e) Paint

The paint applied to interior walls and ceilings of rented premises must be light-colored.

f) Coating of interior walls

Wallpaper, as well as any other form of interior wall covering (i.e. "stucco") is prohibited.

g) Piping

The tenant will maintain in good working order the water pipes, sinks, bath and plumbing fixtures.

h) Portable machines (portable washing machine, portable laundry dryer, portable dishwasher)

The installation of portable washing machine is allowed in dwellings without entry of washer dryer and the use of portable laundry dryer is strictly prohibited. Installation by the OMHL, at the expense of the tenant, of a backflow valve is obligatory for the use of a portable washing machine.

The installation of dishwasher is allowed only in the places provided for this purpose. Installation must be done by a recognized plumber contractor.

i) Auxiliary heating

It is forbidden to install in the rented premises any additional heater or other electrical conduits without the written consent of the OMHL.

j) Antenna

The outdoor installation of a television antenna or any other type of antenna is prohibited at all times.

k) Inside wiring (telephony, television and internet services)

The tenant is responsible for the installation and/or repair of wiring and sockets for telephony, television and internet services he uses for his dwelling. The OMHL will not incur any costs related to the installation, repair and maintenance of wiring and telephone sockets.

l) Appearance and Clutter

The tenant must not encumber the exterior or the inside of the rented premises or public or common areas (i.e. corridors, common entrance, staircases, balconies, garage, parking space, etc.) of cardboard, boxes, furniture, bicycles, scooters, grocery cart, baby carriages or any other objects including temporary or permanent shed on balconies or on the ground. No carpets, objects or shoes will be tolerated in the corridors or in front of the doors. The OMHL will have the right to remove, at the expense of the tenant, anything that will constitute congestion or danger.

Flower boxes are permitted, but must be installed and securely fastened to the inside of the balcony and are the tenant's responsibility. It is forbidden to hang clothes or other objects on the railing.

All decorations related to an event (Valentine's Day, Halloween, etc.) must be installed no earlier than one (1) month before the event and must be removed no later than one month after the event.

Christmas items can be installed from November 1st, but can only be turned on one month before and one month after Christmas.

m) Air exchanger

The tenant must permanently operate the air exchanger systems that are located in the storage of their home (Novoclimat system). The OMHL is responsible for the maintenance of these air exchanger systems.

7. Peaceful enjoyment of the premises

In order to promote good understanding between them, tenants must show tolerance and respect:

- a) At all times, tenants must be careful not to make excessive noise inside and outside the building. A noise is considered excessive from the moment it causes harm to the neighbours as to their peaceful enjoyment of the premises (too loud conversations, noisy games, etc.).
- b) At all times, tenants must maintain the volume of any electronic device or musical instrument (radio, television, etc.), at a reasonable level.
- c) The peaceful enjoyment of the place is not limited only to noise, but to anything that would disturb the neighborhood. The tenant is required to behave in such a way as not to disturb the normal enjoyment of the other tenants.
- d) The renter must inform his visitors that they must comply with the regulations.

8. Common areas

a) Loitering

The tenant must not stroll through the communal area. The lobby and corridors are traffic areas.

b) Bicycle

No one is allowed to ride in the building with their bicycle.

c) Outfit and attire

The tenant and his visitors must circulate in the common areas with appropriate clothing.

d) Community Halls

Community halls are available to all tenants until 11 h pm. However, we ask you to coordinate with the Tenants Association of your building and not hold activities that may disturb the tranquility of other tenants.

9. Domestic Waste, organic waste and recycling

The tenant must deposit his waste, organic waste and recyclable materials in the places provided for this purpose. The waste must be put in closed plastic bags. Before disposal, recyclables must be rinsed. No bottles or glass containers should be thrown into the waste chute.

Large waste items must be dropped on the street according to the city's schedule.

10. Air conditioner

Installation of the air conditioner is the responsibility of the tenant and must be authorized in writing by the OMHL. Installation must be safe and in accordance to the manufacturer's requirement. It must be placed so that the water escapes to the outside without falling on the exterior cladding of the building and in the windows of the dwellings on the lower floors. To obstruct the aforementioned section, only the plexiglass or corrugated plastic (Coroplast) with a thickness of at least 10 mm are authorized by the OMHL is authorized. The air conditioner must be removed by October 31st at the latest.

11. Swimming pool and wading pool

Swimming pool and wading pool are prohibited on the OMHL grounds and on balconies.

12. Locks and Safety Devices

For security reasons, all entrance doors leading to the building must be locked at all times.

In no time and in any case, a tenant must open to an unknown person either at the main entrance door of the building or any other secondary doors.

The tenant must not obstruct the closing mechanism of the doors of the building.

The access door to the dwelling that faces a common corridor must be closed at all times.

The tenant must make sure to close the doors of the building after passing.

You should never block an elevator door without the permission of the responsible person.

The OMHL has a duplicate of the keys of each dwelling for emergencies only.

To obtain additional keys, please contact the OMHL. All additional keys will be billed to you according to the current pricing policy at the time of the order.

The head of the household as well as the other adult responsible for the family (if applicable), will receive an electronic key for the main entrance door of the building. The head of the household will be responsible for all the keys and will have to notify the Office immediately in the event of breakage or loss or theft.

A tenant cannot install or change the locks of his dwelling without the authorization of the OMHL to whom he must subsequently hand over a duplicate of his keys.

You are responsible of your keys or your access card to the building. If you happen to forget your keys or access card inside your home or if you have lost them, please contact the maintenance department of the OMHL.

13. Laundry room

The use of washers and dryers in the laundry rooms is for the exclusive use of tenants. The tenant agrees to respect the instructions related to the use of the appliances as well as the schedule posted in the laundry rooms. The OMHL is not responsible for any item lost or stolen in the laundry facilities available to tenants. The tenant must immediately report to the OMHL any defective devices or any abnormal situation. The cost of using the units is determined by the owner.

14. Alcoholic Beverages, Tobacco and any Other Smoked Products

a) Consumption of alcohol, cannabis and its by-products

The consumption of alcoholic beverages, cannabis and its by-products is allowed inside the dwelling as well as on the balconies and the terraces of the dwellings but prohibited on the ground, in the community halls or in any common and public part of the OMHL.

In addition, it is strictly forbidden to cultivate cannabis plants in housing, storage, on the ground, in community gardens or in a place belonging to the OMHL.

b) Tobacco and other smoked products

The use of any smoked product (cigarette, cigar, electronic cigarette or its by-products) is allowed inside the dwelling and on the balconies and terraces of the dwelling.

The use of any smoked product is prohibited, outdoors, within nine (9) meters of any access door to the building. However, if this radius or part of this radius exceeds the limit of the ground, the prohibition of smoking applies only up to this limit.

The use of any smoked product is prohibited in the common areas of the building, such as the lobby, laundry rooms, corridors, staircases, elevators, community halls, storage rooms, the terrace of the dining room / community, etc.

15. Hazardous material

It is forbidden to store inside or outside the dwelling any inflammable, toxic or inherently dangerous material that is foreign to any normal domestic use.

16. Lawns and Green Space

Outdoor spaces are common areas. All tenants have access and must ensure the cleanliness of the premises and the safety of all its users. All tenants have the right to use the installation in the common areas. The tenant must ensure not to damage the lawn, the trees and any other plantation.

Tenants may receive guests, but they must comply with building regulations.

No garden accessories (swing, table or other) can be installed in outdoor areas without the agreement of the OMHL. No vehicles are allowed. Tenants must not leave behind cumbersome objects: garbage, tires, bicycles and more. The use of an outdoor fireplace is prohibited.

Music is prohibited on the space grounds unless a special permission is given by OMHL.

17. Barbecue stoves

It is forbidden to use and store propane or charcoal barbecue stove in rented premises, on balconies and in indoor or outdoor common areas.

18. Repair, parasitic infestation or mould

The tenant has the responsibility to report to the OMHL any situation of breakage, parasitic infestation (i.e. bed bugs) or mould, either in his dwelling or in a common area.

For any repair request under the responsibility of the OMHL, you must call 450 688.0184, from Monday to Friday during opening hours.

For repairs that are not the result of normal use of the premises or for problems that are your responsibility (i.e. clogged up toilets, lost keys, etc.), you must pay the costs, according to the policy in force.

Outside opening hours and only for urgent problems (i.e. gas leak, water infiltration problem, fire, lack of heating, etc.) the OMHL provides a service at 450 688.0184.

In addition, if a representative of the OMHL must travel outside of regular working hours for a problem that is not the responsibility of the OMHL or for a non-urgent repair (i.e. dripping faucet, etc.), the tenant will have to assume the expenses according to the policy in force.

19. Parking

A parking space can only be rented to tenants who own a vehicle. If the situation allows, the OMHL will ensure that at least one vehicle per dwelling can have parking. The renter must provide his car registration in his name and in force. Any change of vehicle during the lease must be reported to the OMHL.

The cost of the parking space is indicated on the lease.

Only one sticker per parking space will be given to the tenant. This removable sticker must be attached to the rear-view mirror of the vehicle. The holder of a sticker must use the parking area reserved for him and whose number appears on the sticker.

Any vehicle parked outside the designated area may be towed without notice at the expense of the renter.

It is understood that the parking space is granted for a passenger motor vehicle. The OMHL is not required to allocate parking space for any other type of vehicle.

Motorcycle parking is allowed for two (2) motorcycles per parking space. The motorcycle must be provided with a valid sticker which the keeper must place on a visible part of his vehicle.

No repairs or maintenance to vehicles are permitted in the parking area. Car washing is permitted if facilities are provided for this purpose.



Any tenant is responsible for the costs incurred for cleaning or repairing his parking lot if he is the cause. It is forbidden to connect a block heater or any other electrical equipment of a motor vehicle to an electrical circuit of the dwelling or the building.

Bulky items are not allowed on parking areas, garages or any other place on the OMHL's property.

Any vehicle parked in one of the areas managed by the OMHL must be in good working order and able to drive. The parking of one of the following vehicles is prohibited even if it has a valid sticker:

- a) Vehicles without plate number (art. 6 of the Highway safety codes);
- b) Vehicles with a licence plate bearing the words "storage";
- c) Damaged vehicles or unable to drive;
- d) Vehicles losing oil or gasoline.

Every vehicle must be parked in such a way that it does not harm other vehicles and does not obstruct a traffic lane.

The OMHL is not liable for damage sustained or caused by vehicles on its grounds.

In winter, the renter must move his vehicle to facilitate snow removal according to the instructions given. If this is not possible, the tenant must remove the snow from his parking space that the contractor was unable to remove due to the presence of his vehicle. If there is no cooperation from a tenant, the OMHL reserves the right to have the vehicle towed at the expense of the vehicle owner.

The renter must remind his visitors to park in the street if all the visitors' spaces are occupied. The tenant cannot use a visitor's space.

Charges for a parking permit may apply according to the current pricing policy.

20. Balconies

In dwellings where the tenant has the enjoyment of a balcony, he must keep this place clear of snow and free of any clutter.

When cleaning your balcony, make sure there is no one underneath.

21. Animals

- a) The only domestic animals allowed under this regulation are dogs, cats, birds and fish. Exotic animals and animals normally found in the wild or on the farm are therefore excluded;
- b) One dog or one cat is allowed per dwelling;
- c) Large dogs are prohibited. At maturity, the dog must not be more than 38 cm (15 in.) tall nor weigh more than 11 kilos (25 pounds) except for animals serving the disabled (assistance dog recognized by one of the organizations of the city of Laval);

- d) The owner of the animal must meet all provincial or municipal requirements for vaccination, licensing, hygiene, noise suppression and waste disposal;
- e) Only one bird cage is allowed and the bird must be kept in the cage at all times;
- f) The presence of animals is prohibited, at all times, in places of service or amenities open to all tenants, such as recreation areas, floor living rooms, dining room, laundry rooms as well as lawns with the exception of animals serving the disabled;
- g) Animals should never be left free in indoor and outdoor common areas, they should always be kept on a leash or kept in a cage;
- h) It is forbidden for a visitor to be accompanied by his domestic animal;
- i) It is forbidden to let an animal do its natural needs on properties administered by the OMHL. Should this happen, it is the responsibility of the keeper of the animal or its owner to collect the excrement immediately;
- j) It is forbidden to let an animal do its natural needs on the balconies;
- k) The tenant must immediately get rid of any animal carrying or infected with a contagious or serious infectious disease;
- l) In the event that an animal has fleas and the OMHL needs the services of an extermination professional to avoid the infestation of the dwelling or building, the costs incurred would be the charge of the tenant having custody of the animal;
- m) Notwithstanding the provisions of Article a), it is forbidden to keep in or on the rented premises a fighting or tamed dog for attack or protection, an aggressive or dangerous dog and any animal whose behaviour or presence is likely to threaten the safety of those with access to the building, regardless of the size or breed of the animal;
- n) Notwithstanding the provisions of Article a), it is forbidden to keep in or on the rented premises any animal whose behaviour, scream or barking may cause both the building and the rented premises damage, affect the property or sanitation or interfere with the peaceful enjoyment of the premises of other tenants of the building, regardless of the size or breed of the animal;
- o) All damage caused by an animal in the care of a tenant, will be at the expense of the tenant;
- p) The tenant must ensure that the OMHL staff can enter their dwelling safely in case of an emergency. The OMHL cannot be held responsible for the escape of an animal to the outside of the accommodation;
- q) It is strictly forbidden to feed pigeons, gulls, squirrels or other wild animals that are a nuisance on properties managed by the OMHL;
- r) The tenant having received written notices for the non-respect of this article, may have to dispose of all his animals at the next violation of the rules.

22. Use of a motorized mobility assistance vehicle

A tenant who uses an electric wheelchair, a scooter or a four-wheeled scooter must ensure that it is used with care and respect for people and the building.

For this purpose, the tenant must make sure that the way he drives does not endanger the safety of others (i.e. speed too high inside the building). The speed considered acceptable for trips by motorized vehicle is equivalent to walking speed.

On rainy days and during winter, a tenant who uses a motorized vehicle outside, must, every time he enters the building, take the time to dry the wheels of the vehicle to keep the corridor floor dry, clean and safe.

No electric wheelchair, scooter or four-wheeled scooter shall be stored elsewhere than in the dwelling or in the spaces provided for that purpose.

The OMHL is not responsible for breakage, theft or vandalism that could be caused.

23. Insurance

It is strongly recommended to take a liability insurance policy and a property protection insurance policy.

24. Responsibility

The tenant will be held personally liable for damage caused to the property by himself or by members of his household as well as by his visitors. The tenant will be held responsible for damages and will have to pay the costs of a refund or repair.

The OMHL is not responsible for tenant property both inside and outside the leased premises.

25. Notices and instructions

The tenant agrees to respect the notices and instructions issued by the OMHL if necessary.

I acknowledge that I have received a copy of the Building By-Laws which form an integral part of the lease in accordance with article 1894 of the Civil Code of Québec and I undertake to respect them.

Tenant's signature (1) _____

Date _____

dd/mm/yyyy

Tenant's signature (2) _____

Date _____

dd/mm/yyyy

Adopted by the CCR: Autumn 2020

Adopted by the the Board of Directors: January 29th, 2021 – RES. OMHL-2021-009

Revisions of January 14th, 2022 presented and adopted by the CCR Executive Committee: January 17th, 2022

Revisions of January 14th, 2022 adopted by the Board of Directors:

January 28th, 2022 – RES. OMHL-2022-017