

# Community Rules

The Gower Apartments

53 & 55 Gower St, Charlottetown, PE

Updated November 2022

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## **Amendments**

The Tenant covenants and agrees to comply with each of the rules and regulations herein and, upon notice, any additions or amendments thereto.

## **Appliances**

The Tenant shall not use any large appliance in addition to those supplied by the Landlord without first obtaining the written consent of the Landlord. The Tenant shall properly care for all appliances supplied by the Landlord and notify the Landlord via the property manager if such appliances require repair. Any damage to such appliances (beyond reasonable wear and tear) shall be paid for by the Tenant at the time of damage or deducted from the security deposit upon termination of lease if damage is identified upon lease termination.

## **Balcony**

Balconies or patios may not be used for storage or hanging clothes. No carpeting of balconies/patios is permitted unless approved by Management. In accordance with local laws and safety concerns, no gas or charcoal BBQ's are permitted on balconies, patios or garages under the [Charlottetown Fire Prevention ByLaws](#).

Plants are permitted but Tenants are expected to put protection under plants to prevent water or dirt from staining the balcony or patio area or leaking to any other balcony or patio area. Tenants will be responsible for any water or material falling from a balcony area or damage done to a balcony or patio. Care should be taken with pots to use natural dirt and planting material that is not flammable. Some fertilizers and potting material are combustible when placed in heat or sun and should not be used in the balcony or patio area.

## **Common Areas**

Common areas consist of stairways, hallways, entrances, common rooms, elevators, parking garages, closets, storage units (not tenant specific) and the exterior of the building. Tenants are not permitted to hang pictures, place items, make changes or damage property in any of these common areas.

Any costs associated with repairing or replacing common area maintenance due to the tenants' misuse or violation of community rules will result in a charge to the tenant or deducted from the security deposit.

## Common Room

See **Common Room** rules

## Disturbances

Please always have consideration for your neighbors by keeping the noise level down. Night time/Quiet hours are from 11:00pm- 7:00am as per the [NUISANCE BYLAW \(charlottetown.ca\)](http://charlottetown.ca). Excessive traffic from visitors or visits at unusual hours is a disturbance and violation of the Community Rules.

Tenants are encouraged to handle complaints between themselves. However, if tenant communication does not work, please contact the property manager or submit feedback on the tenant portal. Please remember you are responsible for your guests and their conduct. Individual apartments, and the apartment community, are to be used exclusively as a private residence. All business and commercial uses are prohibited.

## Elevator

Elevators are to be used for moving in/out and personal transportation only from floor to floor. Do not use elevators in case of fire; power outages and severe weather.

If you are in the Elevator when there is a power outage, please use the emergency services in the elevator to call for help.

## Emergencies

**In case of fire, evacuate the premises and call 911.** Be sure to familiarize yourself with the emergency procedures posted in the building. If you have a maintenance emergency that could result in personal and/or property damage, contact management immediately. If management is not contacted and damage is a result, the tenant will be fully responsible for the cost of repair.

## **Guests**

Tenants are expected to have periodic guests and visitors at their apartment for social and family purposes. If the number of guests and visitors is excessive in terms of total number or its tendency to disturb fellow Tenants, then Owner may ask the Tenant to restrict or limit the number of visitors.

Management reserves the right to exclude Tenant's guests from the community by giving such guests a trespass notice and advising Tenants that such guests are no longer permitted at the Tenant's home or the community. A no-trespass notice may be given for persons or guests that formerly lived at the community, or were visitors at the community, and were asked to vacate by Management or if such guests pose or are reasonably believed to pose a danger to the health, safety, morals, or quiet enjoyment of the community or employees of Management.

Guests must be accompanied by the host adult Tenant when using any of the facilities. Management exercises the right to limit/prohibit guests. Management must be notified in writing of guests of Tenants who are expected to stay in the apartment for more than 14 days per lease term consecutively. Any guest staying in the apartment for more than 14 days, must complete a Rental Application and upon approval, must be added to the Lease as a roommate. All tenants residing in units are required to be on the lease or identified in writing by management as an approved roommate.

Temporary parking for overnight guests is provided with rules; see "Parking"

Excessive numbers of guests, or visits by persons that are subject to a no-trespass notice are deemed to constitute a disturbance. See "Disturbances".

## **Independent living facility**

The Gower apartments are an independent living facility, not an assisted living facility. This means that tenants are socially and functionally independent.

## **Insurance**

The Owner is not responsible for any damage or injury suffered by the Tenant, Tenant's guests, children, animals or Tenant's property. The Owner is not responsible for the actions of, or any damages, injury or harm caused by third parties, such as other Tenants, guest's intruders or trespassers. Damages to you or your property, including lost use or interruption of your Lease, moving costs or temporary lodging due to casualties such as burst pipes,

leaking ceilings, leaking basements, backed up sewer or water overflow, weather damages, vandalism, theft, etc..., will not be paid for by Owner or Owners' insurance.

Renter's insurance is required per the lease terms. It is the responsibility of the Tenant to obtain and maintain in force a current policy as well as provide proof of insurance to the Landlord upon moving in and continue to provide proof of coverage on an annual basis. See section 11 of lease agreement.

## Maintenance

It is our desire to maintain this community in quality condition. We appreciate receiving written notices and requests for repairs and preventative maintenance. Please report all requests to the property manager. Generally, there is no charge for repairs and maintenance; however, if the repair is above normal wear and tear or due to Tenant negligence or misuse, the Tenant will be billed for the cost of repair, labour and a management fee of 15%.

**A request for repair** or service work is considered notice to the Tenant that Management will be entering your unit to inspect or perform service. Management will attempt to inform you in advance via email of the time when work or service may be done. If a request is made and not approved by the Landlord, communication will be presented back to the Tenant on the matter,

**Tenant feedback** and suggestions can be submitted to the Landlord on the Gower website [www.thegower.ca](http://www.thegower.ca) under "**Tenant feedback**". Matters needing to be addressed will be reviewed and addressed accordingly. If tenants are required to be contacted, management will do so accordingly. Submitting Tenant feedback does not equate to an expected response from the Landlord. **Please ensure your first step is contacting the onsite property manager, all maintenance requests must be submitted to the property manager. All requests will then be handled by priority.**

**Plumbing:** Kitchen sink disposal units (if applicable), cannot properly dispose of metal, glass, paper, fibrous material, grease, or bones. The toilet plumbing cannot accommodate sanitary products, diapers, paper other than toilet paper, bottles, bottle caps, toys, grease, cat litter, etc... Costs incurred for repairs due to misuse will be charged to the Tenant.

**Preventative Maintenance items:** Heat pump maintenance, Air Exchanger, Dryer vent and exterior Window cleaning as determined by the Landlord. Tenants will be contacts with a schedule for access to units to complete these maintenance items.

**Miscellaneous:** Tenants should not use sharp objects for removing ice from the

refrigerator/freezer. These objects can cause serious and extensive damage to the freezer mechanism. Costs incurred for repairs due to misuse will be charged to the Tenant.

Please rinse the heat pump filters monthly. This will assist with air quality and proper functioning of unit. If you require assistance, please let management know.

Do not affix any objects or adhesives to the walls, doors, woodwork or appliances without written approval. Any damage to walls, woodwork or appliances will be the

Tenant's responsibility. No hole should be drilled in the ceiling. Small nails or tacks for hanging pictures are permitted. Heavy objects, shelving or other fixtures should not be installed in the apartment without Management's written permission.

Bathtubs and vanity tops should be cleaned with a non-abrasive cleaner. Decals are not permitted to be put in the tubs; non-slip mats with suction cups are permitted and responsibility of the tenant.

Shower curtains/liners must be used. Remember to always check to make sure the shower liner is inside of the tub when using the shower.

Light bulb replacement (in unit and common areas) is the responsibility of the Landlord. Please alert management when one is requires replacement.

## **Parking/Garage**

Tenants agree to hold Owner harmless from any and all damages incurred to vehicles, personal belongings, persons and pets.

Each Tenant is responsible for the safety of his or her own vehicle. Management is not responsible for theft, vandalism, or any form of damage incurred on the premises, whether in a common area parking lot, assigned parking space, or any garage space, to vehicles.

**Parking Lot:** All vehicles must be registered with the office. All vehicles must be in running condition, have current license plates, inspected and registered with the province.

Outside parking is for visitor, staff, overnight guest parking, vendor and emergency vehicle parking only.

Overnight/outside parking is not permitted for tenants or secondary vehicles. All tenants have one underground parking space and are not to park in visitor parking. Underground parking spaces are not to be shared with other tenants or outside guests.

Guests who are staying with tenants overnight are able to park overnight outside; tenants are responsible to provide management with dates, vehicle information and contact information for the vehicle parking outside via email in advance.

If a vehicle is parked with no notice to Management, it will be towed at the owner's expense. Management will not follow up with tenants in the building to identify the ownership of the unidentified car, it is the tenant responsibility.

Tenants who will be leaving town for 14 days or more must notify Management and arrange to have keys available if the vehicle has to be moved. Failure to adhere to these policies may result in towing of the vehicle at the vehicle owner's expense.

Parking area is solely for the general usage of cars and vehicles. Parking commercial vehicles or boats, trailers, campers, or large trucks or vans is not permitted unless Management's consent is obtained. Vehicle repair work, vehicle maintenance or car washing is prohibited in both the parking lot and garages.

**Garages:** Management assumes no responsibility for the safekeeping of personal property in garage areas. Tenants who store or leave personal property in any garage do so at their own risk and agree that they will make no claim or demand to Management for any loss or damage to property that occurs. There is a greater risk of theft, vandalism, or exposure to elements including water in garages and Tenant assumes this risk without recourse to Management in leaving or storing property in a garage.

Automatic garage door openers are to be used by adult Tenants only. If a garage door opener is lost; there is a replacement fee of \$100.

Children and pets are prohibited from playing in the garage area(s) including in and around the garage entrance and exit doors.

Tenants agree not to store anything in violation of any statute, regulation, or city ordinance. This includes but is not limited to storage of explosives or highly flammable materials or goods or any environmentally hazardous substances or materials.

The garage area must be maintained in good and clean condition.

## **Pets**

See **Pet Addendum**

## Power Outages

No personal generators will be permitted on the premises.

One (1) Emergency key per unit has been provided to be granted access into the building when the power has been affected. Keys are not to be shared with anyone not on the lease and, if lost, a \$50 replacement cost will be charged. Upon lease termination if the key is not returned, the cost will be deducted from your damage deposit.

Please contact the property manager to be granted access if you return on site to a power outage and you don't have access to your key.

## Rent

Rent is due on or before the first day of each month. Rent is paid via auto withdrawal. CASH IS NOT ACCEPTED. SECOND PARTY CHECKS ARE NOT ACCEPTED.

A late fee will be charged per your Lease. Failure to pay rent, or other charges due under the Lease, on a timely basis is a lease violation. Owner's assessment of a late

fee partially compensates Owner for the additional time and inconvenience in processing late payments. The late fee does not constitute a waiver for forgiveness of Tenant's noncompliance with the Lease. Repeated late payment of rent may be grounds for Owner to not renew a lease or for eviction. See section 8 of lease agreement.

## Security Disclaimer

Although we make every effort to keep our building, the units, our tenants safe and your rental community safe and secure, its Owner or Manager does not provide, guarantee, or warrant security. We do not represent that your unit or the rental community is safe from criminal activities by other Tenants or third parties. Each Tenant must be responsible for his or her own personal security and that of their household, children, pets or property.

If you observe any suspicious activity or potentially unsafe conditions, please notify Management. If illegal or immediately dangerous or unsafe conditions are observed, call 911.

**Remember: please call the police first if trouble occurs or if a potential crime is suspected.**

Security cameras are on site as added security measures and recordings are available for emergency response at police request.



## Smoking/Vaping

The Gower is a non-smoking environment. No smoking or vaping will occur in or on the premises, or the land that the building resides on. This includes cannabis products.

Complaints of discourteous smoking, vaping or violation of these rules, is grounds for Lease non-renewal or termination. Any unit that requires additional treatment to remove smoking or vaping stains or odors, will be assessed and extra charges will be deducted from the damage deposit for repair that is considered beyond ordinary wear and tear.

## Storage Lockers

By order of the Fire Marshall, all storage lockers must have a lock.

Storage locker rooms must be kept clear. Nothing may be stored in the storage locker area that will not fit in your personal locker. Items placed outside personal lockers are considered to create a fire hazard and is a violation of the fire code. This includes bicycles. Anything found in the locker room outside of the lockers may be discarded.

Landlords are not responsible for stolen or damaged items. Flammable liquids or any environmentally hazardous substance or material must not be stored in the storage lockers and storage locker rooms.

## Utilities

Owner is responsible for supplying heat and air conditioning for each unit. Wires and hook ups for internet, phone, cable will be installed. The following services and facilities are the responsibility of the Lessee: Electricity, landline, internet, cable Tv **(Electricity is to be initiated by the lessee on or before starting rental date of their unit). See section 4 of the Lease agreement.**

## Window Coverings

Blinds are installed in all of the units and on all windows. If any changes are requested, please speak to management for approval.

## Snow Removal/Lawn Care

Management assumes the responsibility for snow removal, lawn cutting and lawn maintenance.

## Waste Management

All waste/compost/recyclables shall be collected and sorted as required by the [IWMC sorting guide](#) and placed in the areas designated by the Landlord and at such times which it may designate, all in conformity with Department of Health or any other Municipal authority having jurisdiction over regulations and any applicable recycling regulations. It is expressly agreed and understood, however, that garbage shall not be stored outside the Rented Premises at any time unless in facilities designated by the Landlord.

## Zero tolerance Policy

The Gray Group has a zero-tolerance policy for any disrespect or abuse towards other tenants, staff or vendors on site. The Gray Group will provide a written warning and any further notices surrounding this topic will be grounds for eviction.

*I, the tenant, have read and understand the Community rules above. I have read and understand that before any action is taken, I am to confirm with on site management or the Landlord before proceeding. By Signing I agree to follow all community rules in addition to the lease agreement and understand breaking the lease agreement or community rules is grounds for lease termination.*

**Tenant name:** \_\_\_\_\_

**Tenant Signature:** \_\_\_\_\_

**Date signed:** \_\_\_\_\_

**Tenant Name:** \_\_\_\_\_

**Tenant Signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Gower Property manager signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_