

RUSSELL CONDOMINIUM CORPORATION NO. 9

CONDOMINIUM RULES: Respecting OCCUPANCIES

[Date of Approval by Owners: August 2, 2022]

Introduction

The following Rules respecting the use of the common elements and/or units are 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

Any 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 these Rules 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 in accordance with the provisions of the Corporation's governing documents, including the Declaration. 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, the Act, Declaration, By-laws or Rules;
- (b) An administration fee in the amount of \$75.00*, to be payable to the Corporation for any violation that continues after initial notice has been sent, and further administration fees of \$75.00* per month, for each month during which the violation continues or is repeated.

[*NOTE: This administration fee represents actual costs reasonably estimated to be incurred by the Corporation as a result of a violation of the Act, Declaration, By-laws or Rules; and may be reasonably increased, from time to time, by Board resolution.]

- 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 Each of these Rules shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of these Rules 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. Occupancies

Article 6 of the Declaration includes the following:

“Each dwelling unit shall be occupied and used only as a private single family residence and for no other purpose...”

- 2.1 Further to the foregoing, the following uses are prohibited:
 - (a) Hotel-type, boarding or lodging house use (including a bed and breakfast, an on-line marketplace and hospitality service, an on-line short-term occupancy service, a time-share, or similar use);
 - (b) Any transient use of the units, including, but without limiting the general meaning, any license, lease, sublease, house exchange or other occupancy **for a planned duration of less than six (6) months.**
- 2.2 Any lease, tenancy or other occupancy of a unit by someone other than the owner (including any sublease) shall be for an initial term of not less than six (6) months.

Exceptions:

The Board may permit exceptions to this six-month minimum, provided the Board is reasonably satisfied that the occupancy in question will not offend or contravene the basic intent of this Rule, and provided the exception is confirmed by the Board, in writing, in advance. Without limiting the generality of the foregoing, such exceptions may include the following (provided they are approved by the Board, in writing, in advance):

- A. House sitting arrangements.
- B. The accommodation of visitors in the unit without receipt of payment or other consideration, where that accommodation is incidental to and normally associated with the permitted single family use of a dwelling unit.
- C. A tenancy for less than six (6) months where the Owner has a *bona fide* intention to complete a sale of the Unit at the conclusion of the tenancy.

- D. A tenancy for less than six (6) months if:
- a. the term of the tenancy is not less than one (1) month;
 - b. the Owner arranges only one such tenancy to start in a given calendar year;
AND
 - c. the Owner is the next occupant of the unit, following termination of the tenancy.
- E. A sublease for less than six (6) months provided the sublease is for the entire balance of the lease (ie. until the end of the lease).

2.3 Section 83 of the Act applies to all licenses, leases, subleases and other tenancies of any duration.

2.4 In any event, any use of a unit shall comply with all applicable restrictions of the municipality.

3. REGISTRATION WITH THE CITY OF OTTAWA

Following the enactment of this Rule, the Corporation shall take the necessary steps to register this short-term rental prohibition with the City of Ottawa, pursuant to the City of Ottawa's Short Term Rental By-Law, which will result in unit owners being prohibited from obtaining permits from the City of Ottawa to operate the unit as a short term rental.

4. PREVIOUS RULES

This Rule governing occupancy of units is in addition to the Corporation's rule governing leases (found in the general Rules). Where any provision in this Rule is inconsistent with the provisions of any previous Rule, the provisions of this Rule shall prevail, and the previous Rule shall be deemed to be amended accordingly.

