

**RULES AND REGULATIONS
OF THE
2080 BENVOLIN COURT COMMUNITY (the “Residential Property”)**

DEFINITIONS

The words “Landlord”, “Tenant”, “Rental Unit”, and “Common Area”, in these rules and regulations of the Residential Property have the same meaning as in the *Residential Tenancy Act* [SBC 2002] CHAPTER 78 [a.k.a. “RTA” or “the Act”]. The use of any term is generally applicable to any gender, and where applicable, to an organization, business or corporation. The term “Landlord” includes the Owner of the Residential Property and the authorized Agent. The singular of the above terms includes the plural.

DUTIES OF THE TENANTS, OCCUPANTS AND GUESTS

A Tenant, occupant, or guest shall be responsible for any damage occurring to the Residential Buildings, Residential Rental Unit, Common Area, Parking Areas, Storage Area or those parts of the Residential Property which the Landlord must repair or insure under these rules and regulations. The cost of repairs or insurance deductibles will be charged back to the Tenant, or occupant, or guest who is responsible for any damage.

USE OF PROPERTY

1. A Tenant, occupant, or guest must not use a Rental Unit or any part of the Residential Property in a way that:
 - a. Causes a nuisance or hazard to another person
 - b. Causes unreasonable noise
 - c. Unreasonably interferes with the rights of other persons to use and enjoy another Rental Unit or any part of the Residential Property;
 - d. Is illegal, or
 - e. Is contrary to purpose for which the lot or common property is intended as shown expressly or by necessary implication on the overall development plan.
2. A Tenant, occupant, or guest must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a lot that the Landlord must repair and maintain under these rules and regulations.
3. **No Pets** are allowed to visit or reside in a Residential Unit or anywhere on the Residential Property.

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4. **SMOKING OR E-VAPING IS NOT PERMITTED ANYWHERE ON THE RESIDENTIAL PROPERTY.** The Residential Property practices a healthy living environment. Therefore, there is no smoking allowed on the Residential Property, or on the perimeter of the property outside. This includes all patios/ balconies, parking and storage areas. Evidence of smoking in or on the premises can result in fines and / or immediate eviction.
- Smoking** – Smoking is **not allowed** by any party on any portion of the Residential Property or within the Rental Unit at any time for any reason unless expressly allowed in this section, Smoking shall include the inhaling, exhaling, burning or carrying of any lighted cigarette, cigar, pipe, incense, or any product whose use generates smoke including e-cigarettes.
 - Growing and Production of Cannabis:** The growing, production, processing, or manufacture of cannabis or any other drugs anywhere on the residential property, including within the rental unit is prohibited except where otherwise protected by law.
 - Smoking and Vaping:** The Tenant agrees to the following material term regarding smoking:
 - No vaping or smoking of any combustible material is permitted on the residential property, including within the rental unit.**
5. A Tenant, occupant, or guest must not conduct any major repairs or maintenance to the motor vehicles, or trailers, or other mechanical equipment anywhere on the Residential Property.
6. Real estate, rental, election, or any advertising signs must not be displayed on a Rental Unit, Windows, Common Area, or anywhere on the Residential Property except as approved and in the location designated by the Landlord.
7. A Tenant, occupant or guest must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on Rental Unit, Common Area, or any part of the Residential Property.
8. **Fire Safety and Security:** It is against the law to cover a smoke detector, to park in front of a fire hydrant or in fire lanes, and to tamper with fire safety devices
- Intentionally causing a false fire alarm is strictly prohibited and is subject to a fine of up to \$1000.00 by the Kelowna Fire Department. Anyone caught pulling a fire alarm in a non-emergency will be reported to the Fire Department
 - Storage of gas/ propane tanks are not allowed to be stored in any type of storage unit as it is a major fire hazard and is against the fire code. Failing to observe this can void Tenant's Insurance as well as the Landlord Insurance, making the Tenant personally liable.
- _____
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9. **Postal Mail:**
- Tenants are responsible for their mail keys and any loss and or replacement is subject to fees paid by the Tenant.
 - A Tenant shall not dispose of any flyers, admail or unwanted mail in the lobby of the building or anywhere other than the proper garbage and recycling bin.
10. **BBQ :Common Area BBQ:** Located in the Garden Area next to the Amenity Building is a Gas BBQ for the use and enjoyment of the 2080 Benvoulin Community
- Each Tenant is responsible for:
 - Using their own BBQ utensils
 - Cleaning the BBQ after their use (a BBQ scraper paddle is supplied)
 - Turning off the BBQ after use and replacing the lock back onto the gas valve

- e. Covering the BBQ with the supplied cover after the BBQ has cooled down. There is a hook to store the cover during use on the wall beside the stairs. Please do not just leave it on the ground.

Simple Pursuits Inc. reserves the right to remove the BBQ if it is felt that its use is being abused and that the area is not being looked after properly.

11. Bocce Ball Court: Simple Pursuits Inc. is excited to have created a Bocce Ball Court in the Tenant Courtyard and Garden area for Tenants shared use. Hours are 9am-9pm daily.

- a. Bocce Balls can be found in the Amenity Building
- b. Tenants are responsible for returning the equipment after use
- c. Tenants are responsible for the proper care of the Bocce Ball equipment and must report any issues to the Landlord.

Simple Pursuits Inc. reserves the right to remove the Bocce Ball Court if it is felt that its use is being abused and that the area is not being looked after properly.

12. Bike Wash and Maintenance Station: A wonderful addition for the 2080 Benvoulin Court Tenant Community's use.

- a. Available from April 1st through to the first snowfall of the Autumn/Winter
- b. Tenants are responsible for the proper care of the bike station equipment/ tools and must report any issues to the Landlord.

Simple Pursuits Inc. reserves the right to remove the Bike Wash and Maintenance Station if it is felt that its use is being abused and that the area is not being looked after properly.

GARBAGE AND RECYCLNG

13. A Tenant, occupant or guest must not have exposed or open garbage cans, bags, or containers outside the Rental Unit and must put their garbage and recycling properly into the bins provided onsite.

- a. Each Tenant is responsible for properly locking the bins after use
- b. Tenants are not allowed dump there garbage and recycling on the ground next to the bins
- c. iii. Tenants must take their garbage or recycling that is not accepted by Waste Management to to the proper garbage and recycling depot.
- d. iv. Tenants must let the Landlord know when bins are getting full.

PARKING

14. Residential Tenants can rent a designated reserved parking stall for a monthly fee.

15. Residential Tenants must give 15 days notice before the end of the month to cancel their reserved parking stall.

16. A Tenant, occupant, or guest must not park trucks exceeding 1 ton, campers, recreational vehicles, equipment, unlicensed vehicles, boats, trailers or containers, except on areas specifically and designated by the Landlord for the purpose of loading and unloading which will not exceed TWO hours.

17. Boat, recreational vehicle, and utility trailer parking on the street is prohibited.

18. A Tenant, occupant, or guest shall not use any part of the Residential Property as a parking stall other than the designated asphalt area driveway that is clearly marked for parking and assigned to the Tenant of the Rental Unit.

19. A Tenant, occupant, or guest must not permit a vehicle to be parked or left unattended in manner that interferes with driveway entrances and parking stalls, including parking in another tenant's designated parking stall.

20. Any vehicle parked in violation of rule #13 may be subject to removal by a towing company authorized by the Landlord and all costs associated with such removal will be charged back to the Tenant of the Rental Unit.

ENTRY ACCESS TO RENTAL UNIT

21. A Tenant, occupant, or guest must allow a person authorized by the Landlord or the Landlord to enter the Rental Unit according to the *Residential Tenancy Act*:
- In an emergency without notice, to ensure safety or prevent significant loss or damage, and
 - At a reasonable time on 24 hour written notice, to inspect, repair or maintain common property, common assets and any portions of a lot that are the responsibility of the landlord to repair, maintain or insure under these rules and regulations.

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22. The notice referred to in subsection #15(b) must include the date and approximate time of entry and the reason for entry.
23. A Tenant, occupant, or guest must not allow or give unauthorized access / entry to the Residential Property.

NOISE:

24. The Tenant, occupant, or guest must not cause or allow loud conversation or noise to disturb the quiet enjoyment of another occupant of the Residential Property or other person at any time, in particular between the hours of 9:00PM and 8:00AM.

COMMON AREAS

25. The recreational use of skateboards, roller-skates, rollerblades, bikes or any other sport or recreational equipment on common facilities, including but not limited to, courtyards, sidewalks and parking lots is prohibited other than to gain access to premises.
26. Postal Mail: Each Micro-Home has an on-property mailbox provided by Canada Post. Keys are the responsibility of the Tenant and Canada Post.

STORAGE

27. The Storage of any materials or personal property in the parking stalls or on any common area ,hallways or Lobby is prohibited.
28. No items will be stored on the exterior portion of a Rental Unit (windows or hallways)

SNOW REMOVAL

29. **The Parking Lot:** Simple Pursuits Inc. is responsible for removing the snow in the Tenant parking lot. To keep the area clear of snow and in consideration for the residents, the snow removal crew is schedule at 10am on snow removal days. It is felt that this timing works with most Tenant schedules (instead of 5am) for their work day and not too early on weekends.

Tenants are required to have their vehicle removed from the parking lot between the hours of 10am and 11am on snow days.

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ENFORCEMENT OF THE RULES AND REGULATIONS

FINES

1. The Landlord may fine the Tenant, or fine the Tenant on behalf of the Tenant's occupant or visitor to a maximum of
 - a. \$250.00 for each contravention of rule #4 relating to smoking;
 - b. \$100.00 for each contravention of a rule or regulation hereunder

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CONTINUING CONTRAVENTION

2. If an activity or lack of an activity that constitutes a contravention of the rules and regulations continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.
3. In accordance with the *Residential Tenancy Act* warnings and eviction notices can also be issued with continued contravention.

Dated this _____ day of _____, 20_____.

Tenant Signature

Tenant Signature