

**Metropolitan CONDOMINIUM CORPORATION NO.734
(the "Corporation")**

Pursuant to Section 58 of the *Condominium Act, 1998*, as amended (the "Act")

NOTICE OF NEW RULE

Please find enclosed a copy of a proposed Updated Tenancy and occupancy of units Rule, in accordance with Section 58 of the Act.

The Board of Directors has proposed that this Rule will become effective on September 21st, 2019.

Unit owners have the right to requisition a meeting to vote on this proposed Rule under section 46 of the Act. The Rule will become effective:

1. If the Board receives a requisition for a meeting of owners under section 46 of the Act within 30 days after the date of this Notice, then the earlier of:
 - a. The time at which a quorum is not present at the first attempt to hold the meeting; and
 - b. The time at which a quorum is present at the first attempt to hold the meeting and the owners do not vote against the rule at the meeting.

OR

2. If the Board does not receive a requisition for a meeting of owners under section 46 of the Act within the 30 days after the date of this Notice, on September 21st, 2019.

We enclose a copy of the text of sections 46 and 58 of the *Condominium Act, 1998* for your reference.

DATED this 22nd day of August 2019.

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 734
(the "Corporation")**

Pursuant to Section 58 of the *Condominium Act, 1998, as amended* (the "Act")

WHEREAS:

- a) The Corporation has a duty to ensure compliance by Owners and occupants of the units with the provisions and requirements of the Act and Declaration; and
- b) The Board of Directors of the Corporation has the authority to pass rules governing the use and occupation of the units, consistent with the Declaration and By-laws in order to promote the safety, security and welfare of Owners and of the property;

NOW THEREFORE BE IT ENACTED THAT THE CORPORATION'S RULES REGARDING TENANCY AND THE OCCUPATION OF UNITS DATED SEPTEMBER 14, 2006 ARE TO BE AMENDED BY DELETING THOSE RULES AND REPLACING THEM WITH THE FOLLOWING:

1. The initial term of any lease or sublease shall be for a period of not less than one (1) year. All tenancies for units shall be in writing and shall not include any right of early termination.
2. No one shall list a unit for rent on Airbnb, VRBO or any other website or medium intended for short term rentals.
3. The use or occupancy of a unit for more than one (1) period of less than six (6) months in any particular period of twelve (12) consecutive months is prohibited.
4. Within ten (10) days of entering into a lease or a renewal thereof, and in any event prior to the commencement of the tenancy, the Owner shall deliver to:
 - a) the tenant, copies of the Declaration, By-laws and Rules of the Corporation;
 - b) the Corporation, the name of the tenant;
 - c) the Corporation, the Owner's address for service of notices; and
 - d) the Corporation, a Summary of Lease in Form 5 Min.Reg.49/01 or a copy of the lease in accordance with S.83 (1)(b) or any form prescribed under the Condominium Act and the regulations promulgated thereunder, and any amendments thereto from time to time.
5. Prior to anyone moving into a unit, each Owner shall complete and submit to the Corporation the Owner's Undertaking and Information Sheet (Schedule "A") and shall ensure that any tenant and/or resident of the Owner's unit complete and submit to the Corporation the Tenant's/Resident's Undertaking and Information Sheet (Schedule "B"), and both must be subsequently revised when required. This information is kept totally confidential and is necessary for the safety and security of the Residents of the Corporation.
6. In the event the Owner fails to provide the documentation required pursuant to paragraphs 5 and 6 above prior to the commencement date of the tenancy, or otherwise fails to comply with the requirements of this Rule, any person or persons occupying the owner's unit shall be deemed a trespasser. All fobs providing access to the building which have been provided to the Owner or any tenants or residents of the Owner's unit shall be de-activated until the person or persons and the Owner comply with these Rules.
7. Where lease arrangements are with a corporation, partnership or other business entity, as tenant, the residents are to be considered along with the corporate tenant for purposes of these rules and a change in the residents residing in the unit shall be treated as a tenant taking possession of the unit pursuant to a new lease that must be in compliance with these rules.
8. If a lease of a unit is terminated and not renewed, the Owner shall notify the Corporation in writing within seven (7) days thereafter.
9. Any person who is engaged in the operation of a commercial or transient use anywhere on the Corporation's property (such as, by way of example, the operation of a hotel business), which is prohibited by the Act, the Declaration, the By-laws or the Rules (the "Governing Documents"), shall be deemed a trespasser and entry to or upon the common elements may be expressly denied by the Corporation.

10. All residential units shall be governed by the following provisions. They shall not be occupied and used for any purpose other than as a single family residence and no portion of the unit shall be partitioned or subdivided for any residential use or for multiple family use as defined according to the City of Toronto. For the purposes of this Rule, "single family" shall be defined as:
- a) a social unit consisting of parent(s) and their children, whether natural or *adopted, and includes other relatives if living with the primary group*;
 - b) an adult person living alone, whether single, divorced, a widower or a widow;
 - c) two or more siblings, a single father or mother with son(s) and/or daughter(s);
 - d) two persons who are married to one another or living together in a conjugal or common-law relationship;
 - e) two or more unrelated persons who are living together in order to pool their resources and reduce their cost of living, provided that it is clear that their collective intention is to live together;
 - f) two unrelated persons who are joint owners of the unit; and
 - g) a family can include one or more persons who are living in the unit in order to provide health care or assistance to a member of the family.
11. All owners are responsible to comply with the Act and the Governing Documents and are responsible to ensure that their tenants comply with the Act, and the Governing Document. All owners are responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefore. Failure by an owner to comply with these provisions in the rules may result in the owner being denied access to the building until the breach is rectified.
12. If an owner is found to be leasing or offering to lease a unit for less than one year, and upon delivery of notice of non-compliance fails to rectify the breach, the owner's access fob, except for garage door entry, will be suspended for a minimum of two months. The owner will still be able to access the building through the Concierge.
13. During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common elements.
14. In circumstances where efforts to obtain compliance of the Owner/resident with this Rule are unsuccessful, the Corporation, with the assistance of legal counsel, will enforce the Rule by legal means, including, but not limited to, the termination of the tenancy or license arrangement in accordance with enforcement proceedings pursuant to the Act, and in such event, the Owner shall be directly responsible to reimburse the Corporation for its full legal costs on a substantial indemnity basis as between a solicitor and its own client.
15. For the purposes of these Rules, all references to a lease includes a sub-lease or assignment agreement, all references to a tenant include a sub-tenant or assignee.
16. No tenant may sub-let a unit or assign a lease and an owner may not consent to a sub-lease or assignment, unless the sublease or assignment will comply with these Rules.
17. These Rules are applicable to any lease entered into after the effective date of these Rules.

DATED at Toronto this 22nd day of August 2019.

SCHEDULE A

OWNER'S UNDERTAKING AND INFORMATION SHEET

Metropolitan Toronto Condominium Corporation No. 734

Municipal Address: Suite _____,
Unit _____ Level _____, MTCP No. 734 (the "Suite")
Parking Unit _____ Level _____
Locker Unit _____ Level _____

Owner Information:

	Full Name	Age	Cell Phone No.	Email
1.	_____	____	_____	_____
2.	_____	____	_____	_____

Owner-occupant Yes No

Owner's Permanent Address (if not the Unit): _____

Additional Occupants:

	Full Names	Age	Cell Phone No.	Email	Relation to Owner
1.	_____	____	_____	_____	_____
2.	_____	____	_____	_____	_____
3.	_____	____	_____	_____	_____
4.	_____	____	_____	_____	_____

Driver's License Number, for each occupant, if applicable

Name _____	Driver's License _____
Name _____	Driver's License _____

Vehicle License Plate No(s). _____

Emergency Contact Name: _____ Telephone: _____

Relation: _____

I/We acknowledge and agree that only those persons named herein will be entitled to reside in the Suite, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We, the undersigned, as owner(s) of the Suite do hereby agree and undertake on behalf of myself/ourselves and any residents or occupants of the Suite that I/we are subject to and shall comply with the provisions of the Condominium Act, S.O. 1998, c.19 and Regulations thereto (the "Act"), and all subsequent amendments thereto and also the Declaration, By-laws and Rules of _____ Condominium Corporation No. _____ (the "Corporation").

I/We further acknowledge receipt of the Declaration, By-laws and Rules of the Corporation.

I/We agree that all notices and other communications can be served upon me/us by email at the email address(es) listed above and agree that I/we am sufficiently served as described in S.54 of the Act if I/we am served at this email address or any alternate email address(es) I/we provided in writing.

DATED this _____ day of _____, 20__.

Name:

Name:

*** If the Owner will not be residing in the Unit a TENANT'S/RESIDENT'S UNDERTAKING AND INFORMATION SHEET must be completed.

SCHEDULE B

TENANT'S/RESIDENT'S UNDERTAKING AND INFORMATION SHEET

Metropolitan Toronto Condominium Corporation No. 734

Municipal Address: Suite _____, _____
Unit _____ Level _____, MTCP No. 734 (the "Suite")
Parking Unit _____ Level _____
Locker Unit _____ Level _____

Tenant Information:

	Full Names	Age	Cell Phone No.	Email
1.	_____	___	_____	_____
2.	_____	___	_____	_____

Driver's License Number, for each tenant/occupant, if applicable

Name _____ Driver's License _____
Name _____ Driver's License _____
Vehicle License Plate No(s). _____

Owner/Landlord's Name: _____
Landlord's Permanent Address: _____
Landlord's Telephone No.: _____
Term of the Lease: _____ months
Commencement Date: _____

Additional Occupants:

	Full Names	Age	Cell Phone No.	Email
1.	_____	___	_____	_____
2.	_____	___	_____	_____
3.	_____	___	_____	_____
4.	_____	___	_____	_____

Emergency Contact Name: _____ Telephone: _____
Relation: _____

I/We intend to occupy the Suite as our residence for the stated term of the lease accompanying this Information Form and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Suite, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We, the undersigned, as tenant(s) of the Suite do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the Suite that I/we are subject to and shall comply with the provisions of the Condominium Act, S.O. 1998, c.19 and Regulations thereto (the "Act"), and all subsequent amendments thereto and also the Declaration, By-laws and Rules of _____ Condominium Corporation No. _____ (the "Corporation").

I/We further acknowledge receipt of the Declaration, By-laws and Rules of the Corporation.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Suite contravenes the provisions of the Declaration, By-laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Act.

DATED this _____ day of _____, 20__.

Name:

Name:

Form 5
Condominium Act, 1998

SUMMARY OF LEASE OR RENEWAL FOR STANDARD CONDOMINIUM
(clause 83 (1) (b) of the *Condominium Act, 1998*)

TO: METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 734

1. This is to notify you that:
- a written or oral lease, sublease, assignment of lease (*strike out whichever is not applicable*)
- OR
- a renewal of a written or oral lease, sublease, assignment of lease (*strike out whichever is not applicable*)

has been entered into for:

include any parking or storage units that have been leased

- Unit _____, Level _____
- Parking Unit(s) _____, Level(s) _____
- Locker Unit(s) _____, Level(s) _____

on the following terms:

Name of lessee(s) (or sublessee(s)):

Telephone number: _____

Fax number, if any: _____

Commencement date: _____

Termination date: _____

Option(s) to renew:

Set out details

Set out amount and when due

Rental payments:

at the option of the owner

Other information:

2. I (We) have provided the lessee(s), sublessee(s) (*strike out whichever is not applicable*) with a copy of the declaration, by-laws and rules of the condominium corporation.
3. I (We) acknowledge that, as required by subsection 83(2) of the *Condominium Act, 1998*, I (we) will advise you in writing if the lease, sublease, assignment of lease (*strike out whichever is not applicable: lease, sublease, assignment of lease*) is terminated.

Dated this _____ day of _____, 20__.

Signature of owner(s)

Print name of owner(s)

Address of owner(s)

Telephone number

Fax number, if any