

Rules and Regulations for Leased Premises

Nunastar Properties Inc. – Tenant Rules and Regulations

The Landlord may make modifications from time to time to the Rules and Regulations by giving written notice to the Tenant.

The Tenant, other occupant(s), invitee(s) and guest(s) of the Tenant shall comply with these Rules and Regulations. A breach of the Rules and Regulations shall constitute a breach of the lease for the Premises.

MAINTENANCE

The Tenant shall dispose of all garbage from the Premises in a proper and regular manner.

1. Only small picture hooks and small nails may be used for the hanging of pictures in the Premises. No ceiling hooks, screws or drive nails shall be used on any wall, door or ceiling area. Hanging of draperies is permitted after fasteners are approved by the Landlord. Fastening or mounting any items (TV, shelving, etc.) to a surface must be first approved by the Landlord.
2. The hallways, passages and stairs of the building in which the Premises is situated shall be used for no purpose other than going to and from the Premises and the Tenant shall not encumber those areas with boxes, mats, furniture, footwear, bicycles or other material or leave garbage in those areas and other areas used in common with other tenants.
3. Traction devices for footwear and footwear with integrated ice studs shall be removed at the entrance to the building in which the Premises is located and taken into the Premises.
4. No structural alterations, painting, wall papering or alterations of the floor, walls, ceiling, electrical wiring or pipes shall be done by the Tenant without the prior written consent of the Landlord.
5. Unless otherwise provided by the Landlord, the Tenant shall be responsible for hanging acceptable window coverings as approved by the Landlord. Acceptable window coverings are curtains and blinds only.
6. The Tenant shall be responsible for purchasing and replacing all burnt out light bulbs within the Premises with the same type of bulbs as were in place at the time of the initial occupancy.
7. The Tenant shall keep the Premises free from pests and vermin and in so doing shall notify the Landlord in writing of any requirement to treat the Premises for any infestation of pests or vermin. Such request in writing shall constitute permission for the Landlord, its authorized agent and contractor to enter the Premises for the purpose of treating the Premises for pest control purposes and the Tenant shall make all necessary preparations to the Premises to allow the treatment to proceed on the date and time available to the Landlord for this purpose.
8. The Tenant shall not alter the locks or install any additional locks on the doors to or within the Premises or the building in which the Premises are located, except with the prior written consent of the Landlord.
9. To prevent freeze up and heat loss during colder months, windows and doors cannot be left open for periods exceeding 15 minutes when temperatures drop below 5 degrees Celsius. This is not only a waste of energy but could result in serious and costly damage to the Premises. If windows or doors are left open during cold periods, this situation shall be deemed to constitute an emergency and the Landlord is authorized to enter the Premises, without notice, in order to close them.
10. No aquarium is permitted in the Premises without the prior written consent of the Landlord and without proof of liability insurance.
11. The Tenant shall not place or expose anywhere inside or outside the Premises any placard, notice or sign for advertising purposes other than on designated bulletin boards and only after the subject notice is date stamped and approved by the Landlord.
12. The Tenant shall not affix to or erect upon the Premises any radio or TV antenna, tower, satellite dish, or other aerial without the prior written consent of the Landlord.

HEALTH & LIFE SAFETY

13. No electric wiring or heating units shall be installed in the Premises without the prior written approval of the Landlord.
14. No hazardous substances or toxic materials shall be kept on the Premises. No combustible material or flammable liquid shall be kept on the Premises except in small quantities and in containers approved for this purpose.
15. No barbecues, gas, charcoal or otherwise, are allowed on the Premises without the express written consent of the Landlord.
16. If the Tenant is absent from the Premises and the Premises is unoccupied for a period longer than seven (7) days, the Tenant is to arrange for regular inspection by a competent person and let the Landlord know the Tenant will be absent.
17. The Tenant must obtain the written approval of the Landlord before a waterbed(s) is used on the Premises. No other liquid-filled furniture or major appliances may be used on the Premises without prior written approval of the Landlord.
18. Only authorized personnel are allowed on the roof. Placing of antennas or other equipment on the roof is expressly prohibited.
19. Nothing shall be thrown from or hung outside windows or balconies.
20. Tampering with smoke detectors jeopardizes your safety and is prohibited. The Tenant is required to immediately notify the Landlord of any malfunction of a smoke detector. The Tenant acknowledges the presence of a smoke detector in fully operational condition. The Landlord is not liable for loss or damage due to the failure of a smoke detector to operate in the Premises. Removing or disabling a smoke detector is a Federal offence.
21. The number of full time resident occupants in the Premises shall be limited in accordance with the requirements stipulated in the National Occupancy Standard (NOS).

CONSIDERATION OF OTHERS

22. Quiet hours are from 11:00 p.m. to 7:00 a.m. In-suite laundry equipment shall not be used during quiet hours.
23. Noise or other nuisance which, in the opinion of the Landlord, disturbs the comfort of other tenants shall not be permitted in the Premises.
24. Children shall not be allowed to play in the common halls or passageways. The provision of day care for children or "babysitting" on a regular basis in a unit is deemed by the Landlord to be a business and is prohibited.
25. No illegal drugs or substances are permitted in the Premises.
26. No garage sales or auctions of any kind shall be held in or about the Premises without the prior written consent of the Landlord.
27. Door to door soliciting is not permitted. Tenants are requested to notify the Landlord when solicitors appear in the building.
28. The Tenant shall not place or allow to be placed bicycles, baby carriages or other personal property in the hallways or other public areas of the building or on sidewalks, nor shall articles be permitted to remain outside of the Tenant's Premises or storage locker, if applicable. All footwear shall be taken into the Premises and shall not be left in the hallway. Personal property left in public areas may be removed and disposed of without liability by the Landlord.
29. Pets are allowed ONLY under the following conditions:
 - a) No pets are allowed in the 6-Storey Apartment Building, 8-Storey Apartment Building, and Buildings 350, 358 and 359.
 - b) Pets are only allowed in Astro Hill Landing townhomes with the express written consent of the Landlord. All pets must be a spayed female or a neutered male.
 - c) All animals must be on a leash when on Astro Land lands or being walked, and the animals are to be taken off rental property to relieve themselves. Tenants must clean up after animals and failure to do so will result in charges to the Tenant for clean-up.

VEHICLES & PARKING FACILITIES

30. "Vehicle" includes passenger vehicles, motorcycles, ATV's and snowmobiles.
- a) In operating any Vehicle, the Tenant will use only existing roadways and parking areas.
 - b) Inoperable, unlicensed or uninsured Vehicles, over which the Tenant has control or ownership, parked on the Landlord's property will be removed at the Tenant's expense. Vehicles that have not moved or are not in use for periods of 30 days or more shall be removed at the Tenant's expense.
 - c) The Tenant will indemnify the Landlord from any claims, charges or damages arising from the removal of a Vehicle owned by the Tenant, other occupant(s), invitee(s) or guest(s) of the Tenant.
 - d) Recreational vehicles, campers, commercial vehicles and trailers of any kind are not permitted to park anywhere on the property. The Tenant may request special permission to park a seasonal vehicle when it is not in use – i.e. snowmobile during summer.
31. Parking facilities, if any, are provided at the Tenant's own risk.
- a) Parking stalls shall be used only for private owned Vehicles for personal use unless otherwise agreed to in writing by the Landlord.
 - b) The Tenant will provide the Landlord with the license number, year, color, make and model of the Vehicle to be parked in the parking stall. Vehicles must be registered at the Astro Hill Rentals office. Unauthorized or non-registered vehicles will be subject to towing and storage at the expense of the vehicle owner.
 - c) Block heater plug-ins are available from the Landlord at a fixed fee based on market rates. The Tenant will use block heater plug-ins, where provided, only in the manner and during the time directed by the Landlord, and not for in-car heaters.
 - d) The Tenant shall not use the parking facilities or any other part of the Landlord's property for washing or repairing any automobile.

NO SMOKING POLICY

32. The Landlord is complying with the **City of Iqaluit's "No Smoking Bylaw #570"**. The Landlord is proud to offer a no smoking environment for it's tenants and guests.

The Tenant, other occupant(s), invitee(s) and guest(s) of the Tenant shall not Smoke:

- a) in any of the rental units in the buildings;
- b) in any common area within the buildings (this includes hallways, foyers, stairwells, elevators, laundry rooms, amenity areas and through open windows);
- c) within three (3) metres of any public entranceway or building ventilation equipment;
- d) in any other area in the Astro Hill Complex which has been designated a non- smoking area by the Landlord.

Smoking disturbs other tenants, creates health and safety issues and causes damage to the Premises and common property. As a result, the following charges will be levied for breaching this no smoking policy on account of the disturbance of others, health and safety issues and damage to property:

- 1st offence - \$100.00
- 2nd offence - \$200.00
- 3rd and subsequent offences - \$500.00

These charges are in addition to the other remedies available to the Landlord for a breach of this no smoking policy including remedies for breach of the lease. Unpaid charges may be deducted from the damage deposit.

For the purpose of this no smoking policy, "Smoke" or "Smoking" means to inhale, exhale, burn, carry or control a lighted cigarette, cigar, pipe, or other equipment that burns any substance, including without limitation tobacco and cannabis, or generates smoke, and including vaping.

CARPET AND FLOORING DAMAGE DUE TO CIGARETTE BURNS

33. Damage caused to carpets and flooring by cigarette burns will be assessed a charge of \$100.00 for each small burn mark (size of a cigarette end or smaller) and \$150.00 for each larger burn mark. If there are 6 or more burn marks or more substantial damage, the entire carpet and flooring will be replaced at the full cost of materials and installation. Nothing herein shall be construed as permitting Smoking in the Premises. Smoking in the Premises is expressly prohibited.

LOCK OUTS

34. If a Tenant is locked out of the Premises, the Landlord's staff can arrange for re-entry. For re-entry between regular hours of 7 am and 10 pm, there is a cost of \$40 per re-entry. Outside of regular hours, the cost is \$150.00 per-re-entry. If the Tenant is not known to the Landlord's staff, the Tenant may be asked to provide a picture identification. We will endeavour to ensure that no person will be given access to a unit unless they are listed on the Premises lease as a Tenant or additional occupant.

LOST KEYS

35. Lost keys or access cards can be replaced at a cost of \$20.00 each. If a door lock is to be replaced, the replacement cost is \$250.00.

MOVING

36. Tenants shall not take into or remove from the Premises household furniture and effects without first notifying the Landlord. Should an elevator be required, an appointment to use same must be made with the Nunastar office at least one (1) week in advance.

The Tenant shall not move heavy furniture over the floors of rooms, halls, landings, or stairs so as to mark them or affect the structure of the building. For any such marking in the Premises or the common areas, Tenant shall be responsible for the cost of repairing such damage. Items abandoned by a Tenant or left in public areas may be removed or disposed of by the Landlord at the Tenant's expense.

GARBAGE DISPOSAL

37. The garbage disposal procedures are:
- a) 6-Storey Apartment Building – **Only secured (tied) small kitchen type garbage bags** are to be placed in the garbage CHUTE inside the garbage room on each floor by the rear stairwell. All boxes, large garbage bags and glass items are to be taken to the main floor and placed inside the main floor garbage room at the bottom of the stairwell. All cardboard boxes must be flattened before placing in the garbage room. The AA-92 key will open the garbage room doors.
 - b) 8-Storey Apartment Building – **Only secured (tied) small kitchen type garbage bags** are to be placed in the garbage CHUTE inside the garbage room on each floor by the rear stairwell. All boxes, large garbage bags and glass items are to be taken to the main floor and placed inside the main floor garbage room at the bottom of the stairwell. All cardboard boxes must be flattened before placing in the garbage room. The AA-92 key will open the garbage room doors.
 - c) Astro Hill Landing – **All household garbage must be put in large black bags (tied)** and taken to the garbage building between Building 353 (400 Block) and Building 352 (600 Block) of Astro Hill Landing or to the nearest residential containers and placed in the identified containers. All cardboard boxes must be flattened and placed in the identified container. The City of Iqaluit will not collect any garbage that is not properly disposed of in these containers.

Only household garbage may be disposed of using the above procedures. Tenants are responsible for the removal from the Astro Hill Complex any unwanted items that are not household garbage

including, for example, household furnishings such as beds, mattresses, sofas or other furniture. Tenants are not permitted to leave or dispose of any household furnishings or other non-household garbage items on the property. Tenants that leave household furnishings or other non-household garbage items on the property will be charged for their removal and disposal.

GENERAL

- a) The Tenant will obey all rules posted regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of tenants.
- b) If storage space is provided by the Landlord for the use of the Tenant, the Landlord shall not be liable for loss, damage or theft of any of the Tenant's goods stored in the storage space.
- c) The Tenant, other occupant(s), invitee(s) and guest(s) of the Tenant shall at all times use and occupy the Premises in accordance and compliance with all laws, by-laws, regulations, directions and orders of every governmental authority having jurisdiction. No illegal activity shall be conducted in the Premises or anywhere else on the Landlord's property.
- d) In the event by-laws, regulations and orders of any governmental authority preclude the Tenant from occupying the Premises, the lease will terminate upon the date specified in the written notice from the Landlord and the Tenant shall vacate the Premises within sixty (60) days or such earlier date as is specified in the notice.
- e) The Premises shall be used for residential purposes only. No business or commercial activity of any kind shall be conducted in the Premises or the building in which the Premises is located without the express written consent of the Landlord. If such written consent is granted by the Landlord, it may be withdrawn by the Landlord at any time by providing not less than seven (7) days written notice to the Tenant of the withdrawal of the consent. Any business or commercial activity conducted in the Premises or the building in which the Premises is located shall be conducted in accordance and compliance with all laws, by-laws, regulations, directions and orders of every governmental authority having jurisdiction. Compliance with such laws, by-laws, regulations, directions and orders shall be the sole responsibility of the Tenant. No consent granted by the Landlord pursuant to this provision shall be construed or deemed to be a representation from the Landlord that such business or commercial activity is permitted by any laws, by-laws, regulations, directions or orders. The Tenant shall indemnify the Landlord for any loss, claim, cost, damage or inconvenience suffered by the Landlord or for any loss of life or injury of damage to any person as a result of any business or commercial activity conducted in the Premises or the building in which the Premises is located. This indemnity shall survive the termination of this Agreement, notwithstanding any provision of this Agreement to the contrary, express or implied.
- f) No hydroponics, grow-operations, or cannabis plants are permitted in the Premises or in any other area in the Astro Hill Complex.
- g) The Tenant shall be responsible for all fees, fines and levies whatsoever (plus a 15% management and administration fee) imposed against the Landlord as a result any act or omission of the Tenant, other occupant(s), invitee(s) or guest(s) of the Tenant, including without limitation, false alarm fees.
- h) If any provision of these Rules and Regulations is in express and direct conflict with a provision contained in the lease for the Premises, the provision contained in the lease shall govern.

ADDITIONAL TENANT INFORMATION

1. IN CASE OF AN EMERGENCY

In the event of an emergency, Tenants should never take the elevators. Proceed quickly to the closest stairwell. The bottom Rear Stairwell Door will open in Emergency Situations only. In the 8-Storey Apartment Building, the doors near the elevators will close for your safety during emergencies and power failures.

Emergency lighting in public areas lasts approximately one-half (½) hour, and is to assist with emergency exiting of the buildings. Tenants should have their own flashlight and batteries in the event of longer power outages.

2. **FIRE ALARMS AND YOUR RESPONSIBILITY**

UPON HEARING AN ALARM, please be sure to take the following steps:

- a) Always assume that this could be a fire and leave your unit IMMEDIATELY.
- b) Vacate the building by the closest stairwell and emergency exit.
- c) Always move as far away as possible from the apartment buildings and wait for further instructions from either the Fire Department Officials or Nunastar Staff.

3. **KEY ASSIGNMENT**

Tenants will be assigned the following keys:

- a) **Key Scan Card** - For use on all door scan boxes and elevator access to Tenant's floor only.
- b) **B-- - 92 Key** – Key for Tenant's apartment.
- c) **AA-92 Key** – For the garbage room on the main floor and the Mail Room; and, in the Tukturjuk Tower (8-Storey Apartment Building) only the main floor rear stairwell.
- d) **8S-F Key** - Both hallway doors on the Tenant's floor only; **Note:** Never leave these hallway doors ajar for any reason.
- e) **LR-F Key** - Laundry room on each floor.

4. **LAUNDRY ROOM AND IN-SUITE LAUNDRY HOURS**

The Laundry Rooms in both the 6-Storey Apartment Building and the 8-Storey Apartment Building are open from 8:00 a.m. to 11:00 p.m. After 11:00 p.m., the doors are locked and the machines are turned off. For any items left in the room, access is not permitted until 8:00 a.m. the next morning. Laundry equipment in suites may only be used between the hours of 7:00 a.m. and 11:00 p.m.