



The Regatta Condominiums

Welcome *to your new home at The Regatta Condominiums*

You will find some important information and forms in this package as it pertains to your new property. This package simply highlights a few of the provisions of the Bylaws and policies of the Corporation. Please ensure that all applicable forms are submitted to the Administrative Assistant for your property. Please also ensure you have read and understand your Corporation Bylaws.

Please keep this package handy for contact and information purposes.



Rental Policies / Regulation Regatta Condominium Corporation #072 5034

1. Application for rental units will be made by owners using the format of the Notice of Intention and Application to Rent form provided by the Board of Directors. Applications will not be processed without all of the required information.
2. The Board of Directors, in the event there is a serious situation which occurs with an Owner's Tenant which, after a first written complaint, the Board receives a second complaint, and, if in the wake of the complaint, the Owner does not or has not served notice to evict his Tenant in a timely manner:
 - a) will initiate a deposit on the unit Owner
 - b) at the discretion of the Board of Directors, commence eviction directly against the Owner's Tenant. This would be at the Owner's expense.
3. Deposits are kept in a separate trust account for duration of the unit being rented. To request a deposit refund, fill out the Cease to rent form.
4. **Elevators must be booked one week in advance!**
5. The charge will be applied to the owner's account if the elevator key is lost or not returned.
6. Provide a copy of the Owner and tenant's insurance certificate confirming third party liability coverage.
7. Move in and out procedures are strictly enforced.
8. Tenants/Lessees will be required to sign an undertaking in agreement to be bound by the bylaws, rules, regulations and rental policies of **Regatta Condominium Corporation #072 5034.**
9. Ensure contact information is kept up to date for Owner and occupants.
10. Corporations Bylaws Part 57. of your Corporation Bylaws apply:

An Owner other than the Developer who leases or grants possession of his Unit to any tenant or occupier shall:

- a. *comply with the damage deposit requirements (if any) of the Corporation;*
 - b. *cause the tenant or occupier to undertake in writing to be bound by and comply with the Bylaws of the Corporation; and*
 - c. *give notice in writing to the Corporation of the tenancy or other occupancy accompanied by the written undertaking of the tenant, tenants or occupiers to be bound by and observe and perform the requirements of the Bylaws of the Corporation;*
- provided that nothing herein shall in any way remove, waive or alter the responsibility of each Owner for the performance of all Bylaws by all persons using or occupying his Unit. The Developer, as a lessor, shall cause its tenants or occupiers to abide by and comply with the Bylaws of the Corporation.*

11. Section 53 of the Condominium Property Act applies:

53(1) An owner of a unit shall not rent the owner's unit until the owner has given written notice to the corporation of the owner's intention to rent the unit, setting out

- a. *the address at which the owner may be served with a notice given by the corporation under section 54 or an originating notice or order referred to in section 55 or 56, and*
 - b. *the amount of rent to be charged for the unit.*
- (2) If an owner of a unit rents the owner's unit it is a condition of that tenancy, notwithstanding anything in the tenancy agreement, that any person in possession of that unit shall not*
- a. *cause damage to the real or personal property of the corporation or the common property, or*
 - b. *contravene the bylaws.*

(3) The corporation may require an owner who rents the owner's unit to pay to and maintain with the corporation a deposit that the corporation may use for

- a. the repair or replacement of the real and personal property of the corporation or of the common property, and
- b. the maintenance, repair or replacement of any common property that is subject to a lease granted to the owner of the unit under section 50, that is damaged, destroyed, lost or removed, as the case may be, by any person in possession of the rented unit.

(4) A deposit referred to in subsection (3) shall not exceed one month's rent charged for the unit.

(5) The owner of a unit shall give the corporation written notice of the name of the tenant renting the unit within 20 days from the commencement of the tenancy.

(6) Within 20 days after ceasing to rent the owner's unit, the owner shall give the corporation written notice that the owner's unit is no longer rented.

(7) A corporation shall, within 20 days after receiving a written notice under subsection (6),

- a. return the deposit to the owner,
- b. if the corporation has made use of the deposit for one or more of the purposes referred to under subsection (3), deliver to the owner
 - i. a statement of account showing the amount used, and
 - ii. the balance of the deposit not used, if any, or
- c. if the corporation is entitled to make use of the deposit but is unable to determine the amount of the deposit that it will use, deliver to the owner an estimated statement of account showing the amount it intends to use and, within 60 days after delivering to the owner the estimated statement of account, deliver to the owner
 - i. a final statement of account showing the amounts used, and
 - ii. the balance of the deposit not used, if any.

12. Notice to vacate will be sent by registered mail, three months in advance, should this be deemed necessary by the Board of Directors upon review of the rental agreement.

13. All other notices by the Corporation to give up possession will be given in compliance with Section 54 of the *Condominium Property Act*:

54 (1) The Corporation may give a tenant renting a unit notice to give up possession of that unit if any person in possession of the unit;

- a) Causes damage, other than normal wear and tear, to the real or personal property of the Corporation or to the common property, or
- b) Contravenes a bylaw.

(2) When the Corporation gives a tenant notice under subsection (1),

- a) The tenant shall give up possession of the unit, and
- b) Notwithstanding the *Residential Tenancies Act* or anything contained in the tenancy agreement between the tenant and the tenant's landlord, the tenancy agreement terminates,

On the last day of the month immediately following the month in which the notice is served on the tenant.

(3) A notice given under subsection (1) shall be served on the tenant and the tenant's landlord.

Owners should have their own insurance on their unit. As well, seek advice from your broker for Owners' that rent out their Units. Make sure your renters are aware that they need renters' insurance. All Owners are highly encouraged to carry insurance on their Units' contents and improvements, as well as for losses arising out of the use and occupancy of the Unit. The recommended amount of insurance to be carried by the Owner is at least One Million (\$1,000,000.00) dollars for any property damage or personal injury, and the contents and improvements coverage is recommended to be for replacement cost. It is also recommended that your insurance covers the cost of the Corporations deductible of \$10,000 in case you are found to be at fault for a claim and responsible for the Corporations deductible amount.

Please refer to Sections 46 of your Bylaws for more information on Insurance & Insurance Deductibles, and be sure to speak with your Insurance Broker about the best plan for you.

Storage Units for Rent - The Regatta Condominiums

We are pleased to inform you that the Regatta Condominiums now has storage units for rent on a monthly basis.

Storage units are available for \$25.00 / month and require a \$25.00 onetime key deposit which is refundable when the storage unit is cancelled, and the key is returned.

As there are limited storage units in the building, the storage units are available on a first come first serve basis. For your convenience, a picture of the standard locker, along with the measurements are shown below:



7 X 5 X 4



NOTICE OF INTENTION TO RENT/LEASE
Regatta Condominium Corporation #072 5034

1. We, _____ as owner(s) of
Unit Number _____, intend to rent/lease the unit to:

(Name(s) of proposed tenant/lessee)

2. A copy of the proposed rental agreement/lease showing the terms thereof, the amount of the rental to be paid and the circumstances under which it may be terminated prior to expiry is attached.

3. **My/Our mailing address for service of legal process is:**

4. I/We undertake to pay the Condominium Corporation and to indemnify it against any damage sustained by the Corporation or any other person as a result of the tenant's/lessee's breach of any Bylaw or any damages resulting from negligence or nuisance committed by the tenant/lessee.

5. I/We understand and agree that any unpaid charges resulting from damage sustained by the Corporation or any other person as a result of the tenant's/lessee's breach of any Bylaw or any damages resulting from negligence or nuisance committed by the tenant/lessee will be applied against condominium fees paid; resulting in action taken as per the Corporation. The Corporation also has a charge against the estate of the defaulting owner, for any amounts that the Corporation has the right to recover under these Bylaws. The charge shall be deemed to be an interest in the land, and the Corporation may register a caveat in that regard against the title to the defaulting owner's unit. The Corporation shall not be obliged to discharge the caveat until all arrears, including interest and enforcement costs have been paid.

6. I/We have fully explained to the prospective tenant/lessee the provisions of Sections 53-57 of the *Condominium Property Act* and we have provided the tenant with a copy of the Corporation's Bylaws.

7. I/ We understand that the *Residential Tenancies Act* may affect us and our tenant. If there is a conflict between the *Residential Tenancies Act* and the *Condominium Property Act*, the *Condominium Property Act* applies.

8. Attached is a cheque for the rental deposit equal to one (1) month's rent \$_____.

DATED at Edmonton this _____ day of _____, 20 _____.

SIGNATURE OF OWNER

SIGNATURE OF CO-OWNER



**The Regatta
Tenant Receipt of Bylaws**

To: Board of Directors: Regatta Condominiums

Unit # _____

Address: _____

In consideration of the attached application to lease Unit # _____, please be advised of the following:

I / We, the Tenant(s) _____
have received a copy of the Corporation Bylaws, for review.

I / We _____ agree to undertake the
Bylaws.

Date: _____

Signature: _____

Signature: _____

Witness Signature: _____

Note specific Rules and regulations apply to:

Pets

Rental Units

Regatta Condominiums Move in/out Procedures:

- **Elevators must be booked one week in advance.**
- ARRANGE TO GET ELEVATOR PADS, SERVICE KEY & KEY TO UNLOCK FRONT DOOR PADLOCK (if your building is so equipped).
 - CONTACT Ayre & Oxford representative – numbers posted
- Bookings are only between the hours of 9:00AM and 5:00 PM in consideration of other residents.
- The charge will be applied to the owner's account if the elevator key is lost or not returned.
- Elevators held open without a key, cause major repair issues, therefore, if you are found holding open the door, **you will be charged** for the elevator company inspection and any resulting repairs required. These repairs have been known to be **in excess of \$500.00**.
- NEVER, under any circumstances leave security doors propped open – when security doors are open an adult must be present at all times to monitor foot traffic and if appropriate challenge persons entering to produce a key.
- While moving furniture/effects through the security doors, please prop doors open using a piece of furniture. DO NOT USE stones or rocks. Bent hinges result when these are used and the cost of repairs will be charged back to your suite or to your landlord and paid from your damage deposit.
- Elevator service key – use common sense and show reasonableness when using. This infers you have items at elevator ready to load before you use the key, and when you reach destination floor you immediately offload, and release the elevator.
- Sharp objects: ensure corners are padded/taped, bed frames are wrapped, etc. – damage to the elevators is your responsibility and will be charged back.
- Moving household goods in / out should be done with safety and courtesy. Any damages incurred will be the responsibility of the unit owner.
- **No driving on the grass or moving through patios.**
- Unwanted or damaged furniture/mattresses etc. – these are NOT to be left at garbage/recycle bins. They are yours, dispose of them as any other residence would be expected to do. Items left, when tracked back to your unit will be charged back at significant rates. The items are yours – YOU remove from site or pay to have it removed.
- Parking/stopping vehicle used in your move. Do not block fire/emergency lanes. Once vehicle is offloaded move it to visitor parking. The timelines on visitor parking are enforced. Visitor parking spots are monitored – ensure an Ayre & Oxford representative has license plate numbers or vehicle description so your moving related vehicle(s) are recognized. ALL other vehicles are to be in your parking stall or parked in accordance with the Condominium Association's posted visitor parking rules.
- Return of key/return of security deposit – contact the same Ayre & Oxford representative who provided the key. Unless arrangements are specifically made, the expectation is that the keys are 'out' for 24 hours or less.



**The Regatta
Contact Information Update Form**

How would you like to receive your Condominium Correspondence?

EMAIL ONLY MAIL ONLY

**** Please ensure that your address filed with Land Titles is kept up-to-date at all times to ensure you receive important Legal documents pertaining to your Property, which will continue to be mailed to the Address registered on Land Title. ****

Suite No.: _____ Building (where applicable): _____

OWNER INFORMATION

Owner Name: _____

Property Address: _____

Mailing Address (if offsite): _____ Prov: ___ Postal Code: _____

Primary Phone No.: _____ Secondary Phone No.: _____

E-mail: _____

Emergency Contact/Agent: _____

Emergency contact primary phone: _____ Secondary phone: _____

TENANT / RESIDENT INFORMATION, (if different from Owner):

Name(s): _____

Daytime phone: _____ Evening phone: _____

Please be reminded that the Owner(s) is/are responsible to ensure the Tenant(s) receive all applicable correspondence.

CARS OWNED OR USED BY OWNER/RESIDENTS parked on Condominium Property:

Car #1.

Parking stall number: ___ Make/Model: _____ Colour: _____ License Plate Number: _____

Car #2.

Parking stall number: ___ Make/Model: _____ Colour: _____ License Plate Number: _____

Signature: _____ **Date:** _____

The information requested above is required as per your Bylaws and the Condominium Property Act. Please ensure you submit a new form with any changes to any of the above information. Changes are accepted in writing only, to ensure no discrepancies.

Once completed, please sign and return the form to admin6@ayreoxford.com, or via fax, regular mail, or drop it off to our office, contact information provided on the letter head.



**The Regatta
Cease to Rent Form**

To: Board of Directors Regatta Condominiums

Unit #: _____

I / We _____

Cease to rent the aforementioned suite effective: _____ date.

My/Our mailing address for future correspondence is:

Contact Number: _____

I/We would like to request that our Rental Deposit be returned by (check the applicable box):

- Mail to the above noted address.
- I/We would like to be notified when the cheque is ready and come to the Ayre & Oxford office to pick it up in person.

**FOR OFFICE USE ONLY
RETURN OF RENTAL DEPOSIT CHEQUE REQUEST**

PROPERTY: _____

PAYEE: _____

DATE: _____

AMOUNT: _____

APPROVED BY: _____

NOTES: _____



Regatta Condominium

Unit Alteration/Renovation Application ~ Alteration Notice

DATE OF APPLICATION: _____

NAME: _____

ADDRESS: _____

PHONE: _____

DESCRIPTION OF PROJECT(S) (Flooring, Electrical, Plumbing, Other)

City of Edmonton Permit Required: YES _____ **NO** _____ (If yes, enclose copy for file)

Material(s) to be used in construction:

NOTE: low, minimal or maintenance free materials must be used in construction, and must meet with municipal and provincial codes & requirements.

Color(s): NOTE:

Dimensions, Specifications: Attach a detailed sketch or drawing of the project showing dimensions, including proximity to adjoining properties. If interior enhancements involve structural changes, an engineer's report may be required.

Contractor(s) or persons responsible for construction and contact numbers:

Estimated start to complete dates of your projects(s) _____

NOTE: owner(s) accepts responsibility for timely completion of construction project

Units that may be affected and/or impacted by construction:



**Regatta Condominium
Unit Alteration/Renovation Application – Third Parties Agreement**

Owner(s) to complete the following section:

I/we, _____, as homeowner(s) of Unit _____, accept all responsibility for construction and associated costs including permits as well as any/all related maintenance of these projects. I/We also accept full liability for any and all damages caused as a result of the failure of any electrical, plumbing and/or structural components changed during the course of the renovation. All items to be discarded as a result of the renovations will be handled by the homeowner, and will not be discarded on-site in or by the Corporations garbage bins.

When these enhancements are complete, these projects will be discussed with my/our insurance agent. If applicable my/our insurance coverage will be increased to cover replacement costs associated with these items. I/We are aware and accept full responsibility for any additional insurance premiums incurred as a result of these improvements to my/our property and unit.

Dated this _____ day of _____, 20____

Owner's Signature

Owner's Signature

Office to complete the following section

Board members concerns and/or any related conditions of approval OR denial and reason for denial:

Approved / Denied (Please circle and initial)

Dated this _____ day of _____, 20____, _____
(Property Manager)



**Regatta Condominium
Unit Alteration/Renovation Application ~ Alteration Materials Specifications**

This notice will confirm the Board of Directors decision to approve your request to adjust the unit or common area as follows:

INSTALLATION OF _____ ON UNIT # _____, CONDOMINIUM CORP **072 5034** EDMONTON, ALBERTA.

Specifications as Follows:

IF the installation is flooring: Please refer to the following page.

IF the installation is electrical fixtures: they are required to meet the current standards and voltage requirements.

Exterior walling alterations: the impacts on insulation or exterior sheathing are accounted for.

Plumbing/Dishwashing changes: That this work is conducted by a professional.

If you have any questions about coordinating the work, contact John Ayre, Property Manager.

This decision will stand as long as all of the following conditions are met:

- The work is to be completed during normal working hours (8:00 a.m. to 6:00 p.m. Mon to Fri), and will not be conducted on balcony space or other common areas, as applicable.
- Understand that this is considered replacement of the builders' grade; therefore, this will be considered a betterment, or improvement, **not covered by the Corporation insurance policy**. The owner's personal insurance covers this.
- It will be the home owner's responsibility to pay for any future damages that may occur due to the above adjustment.
- It will be the home owner's responsibility to declare to any future purchasers their responsibility for the adjustment.
- Although this area is no longer considered common area, it must be maintained as to the standards of all other common areas of this project.
- Failure to comply with any of the above points or failure to sign and return one copy of this form to the Property Manager will result in this request being denied.
- Failure to maintain the area after construction will result in the area being returned to its original state at the home owner's expense.
- All building permits are responsibility of home owner not the condominium board.

You are responsible to ensure that any additional noise caused by the alteration does not disturb neighboring units.

If you agree with all of the above conditions, please sign and return one copy of this form to the Board of Directors of Condo Corp. **072 5034** c/o Ayre & Oxford Inc. Your project will be able to commence once this form is signed and returned.

Address

City, Province

Postal Code

Signature of Home Owner

Name (printed)

Date



Regatta Condominium Floor Covering Specifications

Floor coverings in the interior of any unit shall not be replaced with less resilient coverings than the pre-existing coverings without the prior consent of the Board. For the purpose of this policy: ceramic tile, marble or the like shall be considered less resilient than vinyl tile, hardwood flooring or the like which shall be considered less resilient than carpeting, carpeting and under pad, or the like.

Where hard floor coverings are allowed by permission of the board, and where they are located in any unit that is above another unit, the floor coverings must be installed using a resilient underlay which has a laboratory tested rating of "Impact Insulation Class" (IIC) of 70 or higher, and a Sound Transmission Class (STC) of 65 or higher.

The floor covering must "float" on the isolated underlay with no fasteners or other bridging through to the structure. For solid hardwood floors and tiles floors, this can be achieved by installing the resilient underlay below the subfloor.

Occupants with hardwood floors topping (hardwood, vinyl, ceramic tile and laminate) must recognize that the floor impact resulting from their activities are more readily transmitted to units below and active steps to limit the noise of these impacts must be taken. Please note: the underpad requirement must have an Impact Insulation Class (IIC) of 70 or higher and a Sound Transmission Class (STC) OF 65 or higher.

Intercom Update The Regatta



Please be advised a new Intercom system will be installed at all entrance doors to the building for security.

The system works by using a 4-digit master code number system assigned to your suite, which then activates your home telephone or cell phone number. You may allow your guest access to the building by pressing “9” on your phone pad. *Please note that the main doors lock down from 11:00pm-6:00am and residents must go down physically to let visitors into the building during these hours.*

To activate your Intercom, we require the telephone **or** cellular number ** you wish to use, along with your choice of either: your last name or “Occupied” to be displayed on the digital intercom display.

Please fill out the following information and return it to admin6@ayreoxford.com or to the office at:

Ayre & Oxford Inc.
#501, 4730 Gateway Blvd., Edmonton, AB T6H 4P1
Fax (780) 448-7297

****Can only be hooked up to one (1) LOCAL number****

Unit #: _____ Code for Entry: _____

Owner/Tenant Name(s) _____

Display: Name or “Occupied” _____

Phone Number _____



Regatta
Alberta Treasury Branch Pre-Authorized Chequing / Authorization for Debit Transfer

Unit #: _____ Building #: _____
Surname: _____ First Name: _____ Initial: _____
Name: _____
Complete if the name the account is under is different from Condominium Owner's name
Address: _____
City: _____ Province: _____ Postal Code: _____
Telephone No.: _____ (work): _____
Email: _____

CIRCLE YES or NO
1. New Pre Authorized Plan for Ayre & Oxford Inc.? YES NO
2. Bank Information Change (If Applicable)? YES NO

THESE SERVICES ARE FOR:
CHECK ONE:
____ Personal Use **OR** ____ Business Use

I, _____; Hereby authorize Alberta Treasury Branch (ATB) and: Ayre & Oxford Inc., #501, 4730 Gateway Blvd., Edmonton, AB T6H 4P1, Telephone: (780) 448-4984

To transfer monies in the amount of the monthly condominium fees from my account at the following location on the 1st of every month or next business day: **Please note outstanding balances CAN NOT be paid through Pre-authorized and must be paid by either cheque/money order or Condo Café.**

Financial Institution Name: _____
Acct No: _____ Transit # (5 digits): _____ Financial Inst # (3 digits): _____
Address: _____ City: _____ Province: _____
Postal Code: _____ Telephone No.: _____

I authorize Ayre & Oxford Inc. and ATB to use the services of any member or affiliate of the Canadian Payments Association (CPA) in carrying out this authorization. I agree to be bound by the standards, rules and practices of the CPA as they may exist from time to time. I agree to give written notice of cancellation of this authorization to Ayre & Oxford Inc. and to be bound by this authorization until Ayre & Oxford Inc. has had reasonable time to act on the notice. Ayre & Oxford Inc. and/or ATB may terminate this authorization by providing me with ten (ten) days notice.

You, the Payor may revoke your authorization at any time in writing subject to providing notice of 10 days. You have certain recourse rights if any debit does not comply with this agreement. You have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on your resource rights you may contact your financial institution or visit www.payments.ca

I undertake to inform Ayre & Oxford Inc. within ten (10) days of any changes to branch, account and institution number while this authorization is in effect.

It is the Condominium Owner's responsibility to notify Ayre & Oxford Inc. of cancellation or changes to the Pre-Authorized account on or by the 23rd of the current month.

I understand there will be a service charge of \$35.00 if any withdrawal is returned. (This service charge is subject to change without notice.)

Commencement Date: _____, 20____ (This form must be received by the 23rd of the month before the commencement date.)
Signature: _____ Signature of Joint Acct Holder (if applicable): _____ Date: _____
Printed Name of Signer: _____ Printed Name of Signer of Joint Acct Holder: _____

Please send completed form to receivables@ayreoxford.com

A VOID CHEQUE or BANK CONFIRMATION MUST BE ATTACHED



**REGATTA
PROPERTY RESIDENT COMPLAINT FORM**

Today's Date: _____ Building Name / Address: _____

Name: _____ Suite: _____ Owner or Tenant? _____

E-mail address: _____ Phone Number: _____

Complaint against Suite #: _____ Type of complaint: _____

If the complaint is noise, describe the type of noise: _____

How frequent is this occurring? _____

How long does this occur? _____

At what time of day? _____

Location / source of the complaint? _____

How is it affecting you? _____

Is it affecting anyone else? _____

Other relevant details: _____

Are you willing to attend court in the event that this issue escalates to that point? _____

The information collected here is for legal and record keeping purposes only. Your information will not be shared with the offenders unless required by law.

FOR OFFICE USE ONLY:

1ST COMPLAINT

2ND COMPLAINT

3RD COMPLAINT

4TH COMPLAINT

NOTES: _____
