



# The Villa Condominiums

## Welcome

### *to your new home at The Villa 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.

#### **Property Management Ayre & Oxford Contact Information**

Danika Litke – Condominium Manager  
Email [danika@ayreoxford.com](mailto:danika@ayreoxford.com)

Ash Chandra- Administrative Assistant  
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Maintenance  
Colin Hopchin

**Emergencies:**  
**After Hours Emergency line: 780-499-8424**

#### **General Building Information**

**1. Move in's / Outs Etiquette:**

- a. All moves, whether moving in or out of The Villa, must be booked in advance through The Villa Management (Ayre and Oxford Inc.) at least one week (**7 calendar days**) in advance of any move.
- b. Moves should only occur between the hours of 8am and 9pm in consideration of other residents.
- c. Do not leave any doors propped open and unattended. Open doors must be attended at all times. **No driving on the grass or moving through patios.**
- d. Moving household goods in / out should be done with safety and courtesy. **Any damages incurred will be the responsibility of the unit owner.**
- e. A deposit, payable to **The Villa Condo Corp.**, in the amount of \$200.00 must be received by Ayre and Oxford at least **two (2) days** in advance of any move. A cash deposit may be delivered to Ayre and Oxford Inc. at the address listed above, or if providing a deposit to Property Management staff on site, it must be in the form of a cheque as on-site staff are not permitted to accept cash.
  - This is a Moving Damage Deposit in the event that damage occurs to the interior or exterior property of The Villa. A receipt for the deposit will be issued.
  - An inspection will be conducted both before and after the move. On completion of the move, a written inspection form will be provided recording the results of the inspection. Both the person moving and the manager **MUST** participate in the inspection; otherwise the inspection will be based solely on the person conducting the inspection.
  - If no damage occurs, the amount of \$200.00 will be refunded immediately to the person(s) who provided the deposit.
  - If damage has occurred, the \$200.00 deposit will be held until an estimate of the cost of repairing the damage is obtained by Ayre and Oxford Inc. If the damage caused exceeds the \$200.00 deposit, the person moving in or out will be advised of any additional charges. If the damage caused is less than the \$200.00 deposit, the person(s) who provided the deposit will be refunded the balance.
  - Regardless of how the move is carried out, and even if the person moving hires professional movers, the \$200.00 deposit is required. The onus is on the Resident or person moving to ensure that any movers have proper insurance coverage in the event that they cause damage to any Villa property; however, The Villa will hold the person moving in or out, and/ or the owner of the unit if the person moving in or out is a tenant, responsible for all damages or other activities that result from the move.
  - In the case of tenants, the unit owner is jointly and severable liable for any and all damages caused by the tenant moving in or moving out of The Villa. It is the unit owner's responsibility to ensure that their tenant(s) is aware of and complies with this Policy.
  - If it is determined that there has been any breach of these Policy, the person moving in or out, and/ or the owner of the unit in the cast of tenants, can be fined \$200.00. This fine is in addition to any amount assessed and owed if damage is caused to The Villa property.

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## **2. Building Access & Security:**

The security of the building is relevant to everyone to make sure to avoid allowing strangers into the building.

- a. Don't allow people to follow you through doors.
- b. Report suspicious activity to the police.
- a. Intercom programming changes: Call Property Management.
- c. Additional building keys can be purchased from the Property Management Office for a fee of \$50, or \$25 for a bike room key.

## **3. Emergencies**

- a. **If there is a police, fire or medical emergency, call 911.**
- b. Report incidents requiring immediate action to the onsite emergency staff.
- c. Non emergency reports should be made to Property Management the following business day for record purposes.

## **4. Noise and disturbance:**

Daily living and its associated noises are expected and suggested to remain from 8am to 9pm. Outside of this timeframe should be quiet hours.

- b. Parties or activities beyond 9pm should be conducted with due respect to your neighbors.
- b. Owners with complaint regarding noise in a unit after hours are asked to call the police and report it to Ayre & Oxford the next business day. Please document the date / time and nature of the complaint with as much details as possible.

## **5. Renovations and Repairs:**

- a. Construction in units is to be between 8am to 5pm Monday through Saturday.
- b. If you are planning a renovation you are asked to complete the "Suite Renovation/Alteration Form and contact Management prior to commencement for guidelines and they will provide permission. This also applies to moving plumbing or electrical fixtures from one location to another.
- c. Garburators are not allowed due to the small size of the drainage pipes.
- d. Unapproved renovations are subject to removal.
- e. If you are upgrading / renovating, please ensure your insurance is adjusted to reflect coverage on all items that are not remaining "builder's grade".

## **6. Home based business:**

Please make your request in writing to the Building Management for approval by the Board. Approval will not be given to business which requires public attendance in the building.

## **7. Air conditioners:**

Air Conditioners must be approved by the Board. Please submit written requests to Management with all specifications. Air conditioners cannot be mounted to hang outside of windows and must be fully inside your unit. They cannot alter the building in any way or cause excessive noise outside your unit that may disturb neighbors.

## **8. Heating:**

In the winter please make sure your heat is on. Do not leave any windows or patio doors open when you are not around. If you do need to open a window please monitor it closely as there have been problems with pipes freezing when there is a change in temperature. Damage done to your suite and other suites as a result of frozen pipes that burst, due to negligence on the part of the resident or owners of the suite, is the responsibility of the owner and/or resident of that suite.

## **9. Types of Common Complaints:**

- Late night/early morning exterior noise, which carries from yards and balconies.
- Offensive or inappropriate language use.
- Music and loud base.
- Dogs barking or other animal noises.

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- Garage / yard or balcony parties.
- Parties indoors with windows open during late nights.

## **10. Board of Directors Action:**

- Complaint #1. First letter (a letter of warning) is issued, stipulating fine for next complaint.
- Complaint #2. Second warning
- Complaint #3. FINE.
- Subsequent Complaints: Depending on the nature of the complaint, or alternate action thereafter i.e.; if tenant renting, eviction.

## **11. Pets:**

Pets, including visiting pets require approval of the Board. You will find the Pet Policy and Pet Registration form included in this package. Please also refer to the Corporation bylaws.

## **12. Insurance :**

It is mandatory that all owners and tenants if renting have proper condo insurance. A copy of the insurance documents must be presented to the management company for their records.

The Condominium Corporation carries Real Property All Risk Insurance, which provides coverage to the full replacement value of all real property in the condominium complex. This policy does not cover the individual unit owner in three important areas:

- Insurance coverage on your personal belongings,
- Insurance coverage for personal liability, and
- Insurance on Betterments, or improvements (made before or during your ownership).

To protect these important areas you should purchase a Condominium Unit Owners Policy. This a package designed specifically for this unique type of ownership. Contact your insurance agent to ensure that your needs are adequately met.

## **13. Rental Units:**

If you intend to rent your suite, please notify the Board through Ayre & Oxford Inc using the attached notification form within 20 days of the Rental, providing all relevant details of the tenants.

A Rental Deposit of one month's rent applies to each unit in the event that your tenant may cause damage to any common area during their residence at the Villa.

## **14. Additional information**

- a. Suite and mailbox locks/ keys are owner responsibilities to replace / maintain.
- b. Late condominium fees will accrue interest of 18%per annum.

## **15. Pest Control :**

How to determine if you have a bed bug problem within your unit, and what action MUST be taken to mitigate the effects on other owners should bed bugs be found. Please take a few important moments to inspect your unit as follows:

- Step 1  
Check your body for bites in the form of red welts that itch. Bed bugs inject an anesthetic that keeps you from feeling their bite, but as the anesthetic wears off you are left with a red welt or groups of them if you have a bad infestation. If you have the welts, chances are you have a bed bug problem.
- Step 2  
Look behind any hanging artwork. Bed bugs love to hide behind paintings and photographs hanging on walls. Use a flashlight: Bed bugs are tiny (adult bed bugs are about 1/5" long and reddish-brown) and come out at night.
- Step 3



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Take the bedding off your bed and check under your mattress, under your box spring, and in corners and crevices. Bed bugs like to hang upside down from the bottom of box springs. Also check the frame where they have been known to hide in corners. These are all places that bed bugs will hide during the day.

- **Step 4**

Pull out dresser drawers and look in the corners and crevices of the drawers. If bed bugs are in your bedding, they're probably in your clothes and drawers.

- **Step 5**

Look for small red or brown spots on your bed linens. The spots also are a sign of infestation.

If you find bed bugs, firstly, REPORT IT- to start mitigation action and minimize the overall costs borne by all Owners.

### **Guidelines for enjoyment and use of Common Areas**

**16. For sale / rent signage:**

Signs cannot be placed on the common property or surrounding grounds of The Villa.

**17. Balconies:**

Balconies are considered common areas. They must be kept clean of junk not appropriate for this area. No storage of garbage etc. allowed. Basically if it is an eyesore it's not allowed. We want everyone to be able to enjoy their balconies so common courtesy in respect to noise levels is appreciated. If it gets noisy take the party inside and close the sliding door. Loud noise after 9:00 pm is frowned upon, keep in mind noise travels and for the comfort of other residents please keep it down. **Satellite Dishes** are not allowed on balconies.

**18. BBQ's :**

BBQ's should be kept outside the interior of the unit, and away from the building's siding, as it could melt. Any damage to the outside of the building from BBQ's is the responsibility of the owners or residents of the suite, and they must ensure the damage is repaired in a timely manner. BBQ's are not permitted in common areas such as hallways or entrances.

**19. Garbage...Garbage:**

We strongly encourage everyone to recycle. Please be reminded:

- ❌ DO NOT put oversized garbage items such as furniture or electronics near the dumpster or on common areas. Please arrange to take your oversized refuse to the dump directly, as the City of Edmonton does not remove this kind of household waste.
- ❌ Please put all garbage inside the dumpster. Any garbage left outside of the dumpster will not get picked up by the garbage men, and will end up being strewn across the property. If we have to hire someone to clean up garbage left outside the bin or in the building, that cost gets passed on.
- ❌ Garbage is not to be left in the hallways, lobby mailbox area recycle bin, or in stairwells.

**20. Bulletin Board Etiquette:**

The bulletin boards are for communication to owners and any information posted should be respected. Please refrain from writing comments on existing postings.

### **Thinking of selling?**

It happens – everyone's needs change over time. Note though that when you are selling your real estate agent and potential buyers are usually interested in some key documents:

- Condo Bylaws & Policies & Policies
- Previous AGM minutes

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- Insurance Certificate for building
- End of year financials
- Reserve Study

All these documents have been provided to owners in the past. By law you only have to make these available for VIEWING (by appointment at Ayre & Oxford) however to speed up the sales process most sellers keep a copy of the documents handy. Please remember that if you need this documentation reproduced there is a fee which can vary depending on the needs of the buyer. So be sure to have your bylaws and keep your AGM information in a handy spot!

### **Attachments:**

**Contact Information Form**

**Electronic Funds Transfer Form**

**Move-in Move-out Form**

**Pet Policy for Signature**

**Pet Approval Form**

**Rental Obligation Information Form**

**Notice of Intention to Lease Form**

**Notice of Tenants' Receipt of Bylaw Form**

**Notice to Cease Rental Form**

**Suite Alteration Form**

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## **The Villa Contact Information**

Suite No.: \_\_\_\_\_

### **OWNER INFORMATION**

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_

SEND MAIL TO CONDO ADDRESS? Circle YES or NO -If you circled no, please enter mailing address below

Address: \_\_\_\_\_

\_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Primary Phone No.: \_\_\_\_\_ Secondary Phone No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

**\*\*Anti-Spam Email Legislation Consent:** By providing my email address I am granting permission for Ayre & Oxford Inc. to email me for communication purposes related to the property. To remove consent, please notify our office requesting removal of your email from our system.\*\*

Emergency Contact/Agent: \_\_\_\_\_

Emergency contact daytime phone: \_\_\_\_\_ Evening phone: \_\_\_\_\_

### **OWNER OCCUPIED UNIT Please circle YES or NO (if you circled no please complete the section below)**

#### **RESIDENT INFORMATION, (if different from Owner):**

Name(s): \_\_\_\_\_

Daytime phone: \_\_\_\_\_ Evening phone: \_\_\_\_\_

### **CARS OWNED OR USED BY OWNER/RESIDENTS which are parked at or near the condominium:**

#### **Car #1.**

Parking stall location & number: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_ License Plate Number: \_\_\_\_\_

#### **Car #2.**

Parking stall location & number: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_ License Plate Number: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The information requested is for our records only. In order to ensure confidentiality to all occupants, site staff has been instructed not to provide personal information contained in our files. **Once completed, please sign and return the form attention [ash@ayreoxford.com](mailto:ash@ayreoxford.com) contact info provided on the letter head.**

**Pet Policy****The Board of Directors of The Villa ~ Owner's Condominium Plan 992 4809**

1. The purpose of this policy is to provide standards to ensure the best possible environment for both pet owners and non-pet owners and to insure the responsible care of pets. All residents wanting to have a pet must read and sign a copy of this policy. Return the signed copy with your Pet Application form. A copy of the form you signed will be returned to you once the Board makes a decision.
2. The Bylaws of The Villa state that an Owner Shall Not:  
62. (b) iii. Keep or allow any animal, snake, reptile, livestock, fowl or pet of any kind at any time to be in his unit or on the common property except a pet which is allowed in a Unit with the specific approval in writing of the board, which approval the Board may arbitrarily withhold and may, if given, be withdrawn anytime on seven (7) days notice to that effect. All dogs and cats approved must be hand leached and kept under control and in the custody of a responsible person at all times. No dog or cat shall be left unattended on any balcony or patio. An owner shall immediately clean up after any pet should it defoul or defecate on the common property. Any municipal officers are hereby authorized and are permitted to enforce City By-laws on the common property.
3. The following is the criteria for the allowance of pets into The Villa as established by The Board of Directors:
4. Each animal in your home requires express written consent from The Board.
5. A pet application form must be filled out in full for each animal and submitted to The Board of Directors. Pet application forms are available from Board members.
6. The Board reserves the right to disallow certain breeds.
7. The Board retains the right to order the immediate removal of pets that are deemed to be a nuisance or a threat.
8. A maximum of two pets allowed per unit
9. All pets over the age of six months must be spayed or neutered as applicable. If medical issues prevent the pet from being spayed or neutered, a veterinarian's certificate is required in order to allow the pet to become or continue to be a resident of the development.
10. All pets must be tagged or tattooed, and licensed.
11. All pets in common areas must be restrained at all times, on a leash, in a carryall, or held.
12. Owners are responsible for cleanup of their pets when they are in the common areas and accordingly should be considerate with respect to adjacent properties. Pet owners shall be liable for damage caused by their pets, and it is strongly recommended that pet owners obtain liability insurance.
13. Pet owners must be considerate of other residents and not allow their pet to disturb other residents.
14. Pet owners must supply alternate contact information in order for The Board to be able to rectify problems concerning their pet in the absence of the owner.
15. Pets will not enter areas designated as "no pet" areas by the Condominium Corporation.
16. All costs incurred by the Condominium Corporation (inclusive of legal, Management, etc., but not limited there to) will be expensed to the unit and will form part of the common area fee for that unit and subject to all collection avenues under the bylaws.

**Resident Maintenance Obligations**

The resident agrees to promptly and regularly perform the following obligations with respect to ownership of a pet at The Villa:

- Keep your unit and patio clean and free of pet odours, insect infestation, pet feces, urine, waste, and litter.
- Restrain and prevent the pet from gnawing, chewing, scratching, or otherwise defacing the doors, walls, windows, and floor coverings of the resident's unit, other units, or common areas, buildings, landscaping and shrubs.
- Immediately remove, clean up, and appropriately dispose of any pet feces, waste, and litter deposited by resident's pet on the common grounds, shrubs, flower beds, sidewalks, access ways and parking lots.

Resident's signature \_\_\_\_\_

Date \_\_\_\_\_



**The Villa PET REGISTRATION**

Owner Name: \_\_\_\_\_

Unit Address: \_\_\_\_\_

I hereby request permission to keep in the aforementioned described condominium unit a pet of the following description **(Note: Please submit a photograph with this application.):**

Pet Name: \_\_\_\_\_

Breed: \_\_\_\_\_ Color: \_\_\_\_\_

Approximate Size/weight: \_\_\_\_\_ Age: \_\_\_\_\_

Up to date immunization shots: Yes \_\_\_\_\_ No \_\_\_\_\_ (check one)

Other Description:

In consideration of this permission being granted I agree:

1. That at all times when this animal is not in the Unit, or contained in the privacy area, it shall be kept on a leash while coming to or leaving the property.
2. That I will pay immediately for any damage done by said animal to the common property or person.
3. That I will indemnify and save you harmless from any and all claims which may be against the Condominium Corporation by reason of the Condominium Corporation permitting me to keep said animal in my Condominium Unit.
4. That permission granted by the Board of Directors on behalf of the Condominium Corporation may be revoked at any time, at the Board of Director's discretion.
5. That I shall not permit my animal to run at large on any part of the property.
6. Continual barking is acknowledged as disturbing the quiet enjoyment of Condominium Owners, and the Condominium Corporation has the right to withdraw approval of pets that are deemed to be a problem.
7. Animals are not allowed to defecate on common property and if so it is the Owner's responsibility to remove immediately.

Per Unit Owner \_\_\_\_\_

Per Unit Owner \_\_\_\_\_

Permission to maintain the above described animal, subject to the Condominium Bylaws and aforementioned conditions, is hereby granted.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ per : \_\_\_\_\_ ( Property Manager) on behalf of The Owners: The Villa Condominiums

**The Villa Move In – Move Out Form**

Suite No: \_\_\_\_\_ Expected Move Date: \_\_\_\_\_ Please Circle: Move-In / Move-Out

Owner Name: \_\_\_\_\_ Tenant Name: \_\_\_\_\_

I/We \_\_\_\_\_, hereby declare the following move in/move out etiquette are to be followed through the duration of our move.

1. Notice of the move has been provided to Ayre & Oxford, arranged by contacting the maintenance coordinator, or the office of Ayre & Oxford Inc. between Monday and Friday.
2. Our reservation is held within the hours of 8am and 9pm in consideration of other residents/owners, and we will remain within our scheduled time period.
3. A Moving Security Deposit of \$200.00 is to be provided to the Maintenance personnel. Any site damage caused by the move will be deducted from the deposit. A full review of the site will be conducted before the deposit is returned.
4. We acknowledge that no doors are to be propped open and unattended. Breach of such policy will result in a fine of \$150.
5. The following areas were inspected for damages and cleared of all disrepair. Should damages be found during the walk through subsequent to the move, it will be the responsibility of the unit owner, who may in turn charge back the tenant as per their personal agreement to incur the fees of the damages.

	Prior to Move	Further to Move
a) Walls clear of makings/damages	LI Yes LI No	LI Yes LI No
b) Flooring clean and clear of damage	LI Yes LI No	LI Yes LI No
c) Time move began	_____	
d) Time move was completed	_____	

Notes:

**Prior to Move:** Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ in the presence of the The Villa Maintenance Coordinator.X \_\_\_\_\_  
Owner and/or TenantX \_\_\_\_\_  
Maintenance Coordinator**Further to Move:** Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ and submitted to the The Villa Maintenance Coordinator.X \_\_\_\_\_  
Owner and/or TenantX \_\_\_\_\_  
Maintenance Coordinator

Maintenance Notes:

**NOTICE OF INTENTION TO RENT/LEASE  
The Villa Condominiums**

I/We, \_\_\_\_\_,

As owner(s) of Unit Number \_\_\_\_\_, intend to rent/lease the unit to:

---

(Name and address of proposed tenant/lessee)

A deposit in the amount of one month's rent is provided, as well as 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.

My/Our address for service of legal process is:

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.

Notice of Move in and move out must be notified in advance.

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 bylaws. 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 by laws. 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 owners unit. The Corporation shall not be obliged to discharge the caveat until all arrears, including interest and enforcement costs have been paid.

I/We have fully explained to the prospective tenant/lessee the provisions of Sections 45 to 47 of the Condominium Property Act and we have provided the tenant with a copy of the Corporation's Bylaws.

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.

DATED at Edmonton this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

SIGNATURE OF OWNER

SIGNATURE OF CO-OWNER

Attachments: Proposed Rental Lease Agreement, signed bylaw received. Tenant's insurance certificate

**THE VILLA BY-LAW ENFORCEMENT POLICY**

1. All owners are required to abide by the condominium's by-laws and all policies enacted by the Board of Directors. This obligation equally applies to the families, visitors, and tenants who visit or reside in The Villa. Owners are strongly advised to have read the condominium by-laws and policies to ensure they understand their rights and obligations.
2. By-law enforcement will be carried out by the condominium's property management group. The standard process for dealing with by-law infractions is outlined below:
  - a. The owner will be sent a letter outlining the infraction(s) and quoting the applicable by-law(s). Specific instructions on how to remedy the situation may be included when appropriate. This letter will also include a time limit within which the owner is expected to remedy the situation. Initial time limits will be set according to the type and nature of the infraction. Unless there are extenuating circumstances acceptable to the Board, the following timeframes will apply:
    - Safety and security infraction – immediate; same day
    - Infractions deemed to be easily remedied – one day to two weeks
    - Infractions that require substantial work – up to one month
  - b. The situation is considered remedied when, in the opinion of the Board, the infraction ceases, the Board's instructions have been followed, or a written agreement had been agreed to by the owner and the Board.
  - c. If the time limit stated in the first letter has passed and the situation has not been remedied, a second letter will be sent with a new time limit. This letter will outline the penalty or penalties that will be applied should the matter not be resolved within the time specified. Penalties will be assessed according to the nature of the infraction and will normally be in the form of a fine levied against the owner. Fines will be commensurate with the nature and duration of the infraction. Any costs incurred by the Corporation when enforcing the by-laws will be assessed against the owner and are in addition to any penalties or fines levied.
  - d. If the infraction is not remedied within the time limit referred to in paragraph (c) above, the penalty will be assessed and a third letter will be sent. This letter will have a final time limit and will outline the Board's plan of action. These actions may include, but are not limited to, further penalties, interest, the right to file liens for unpaid fines and expenses incurred in enforcing the by-laws or collecting debts due, involvement of civic authorities, litigation when deemed necessary, and any other remedies which may be available under the by-laws or at law.
3. The Board reserves the right to take any and all actions permitted by law in order to protect our owners, residents, and properties. In cases of severe transgressions, such as actions causing injury, criminal offences, etc., the Board will act accordingly by immediately levying fines, applying sanctions and/or taking legal action as the Board considers necessary to resolve the situation.
4. Should owners have any questions or concerns regarding any by-laws or infractions, they should contact the Property Manager or a member of the Board.

**SUMMARY OF THE VILLA RESIDENTIAL RENTAL OBLIGATIONS**

1. Unit owners are entitled to rent their units provided they comply with this Policy and Article 51 and all other relevant provisions of The Villa By-Laws. The Province also regulates the rental and lease of units in the *Condominium Property Act* (the Act), for example in sections 53, 54, 55 and 56 of the Act.
2. The following is a summary of the requirements for the rental of a residential suite. Owners are strongly encouraged to read the by-laws and relevant sections of the Act.
  - a. No lease may be for a term of less than 90 consecutive days.
  - b. The unit owner must give at least 20 calendar days written notice to The Villa Condominium Corporation (the Corporation) of the owner's intention to rent out the unit. The notice is to include the following information (as per section 53(1) of the Act):
    - The address at which the owner may be contacted or be served any legal notice, and
    - The amount of the rent to be charged for the unit.
  - c. The Corporation (as per sections 53(3) and (4) of the Act), requires a security deposit of \$1000.00 or one month's rent whichever is higher payable to the Corporation within 14 calendar days from the leasing of the unit and the lessee or tenant taking possession. The security deposit is returnable without interest. The Corporation will, within 30 days of receiving notice that the property is no longer rented, return the security deposit subject to any deductions or extension of time allowed by Section 53(7) of the Act.
  - d. If the owner of the unit subsequently leases the unit, the security deposit conditions fully apply to any new lease.
  - e. A copy of the rental agreement must be provided to the Corporation within 20 calendar days of the leasing of the unit and the lessee or tenant taking possession.
  - f. The lessee or tenant taking possession of the unit must acknowledge in writing the receipt of the Condominium By-laws and Policies and sign the agreement to abide by the By-laws and Policies. The owner of the unit must provide the Corporation with a copy of the tenant's signed acknowledgement of receipt of the By-laws within 20 calendar days from the leasing of the unit and the lessee or tenant taking possession.
  - g. Owners must, within 20 calendar days after ceasing to rent the unit, advise the Corporation that the unit is no longer rented.
  - h. Owners must immediately notify the Property Management if all keys are not returned when the lessee or tenant moves out of the building.
3. Any breach of the provisions of this Policy, the Moving Policy, or the By-laws, by any of the owner of the unit or the lessee or tenant, may result in a fine as outlined in the By-law Enforcement Policy.
4. Compliance with the provisions of this Policy is primarily the responsibility of the owner of the unit. The owner of the unit is responsible for ensuring the remedy of any breach of this Policy or the By-laws by the lessee or tenant, which breach is enforceable against the owner of the unit, as is any fine, interest, expenses incurred, or any other available remedy.
5. The Corporation advises owners to make lessees or tenants aware of the powers of the Corporation to issue "Notice to give up possession" and Application for order to give up possession" in Sections 54, 55 and 56 of the Act.



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## **Tenants' Receipt of Bylaws – The Villa**

To: Board of Directors: The Villa Condominiums

Unit # \_\_\_\_\_

Address: \_\_\_\_\_

In consideration of the attached application to lease unit #\_\_\_\_\_ at The Villa, please be advised of the following:

I / We \_\_\_\_\_  
have received a copy of the Corporation bylaws, for review.

I / We \_\_\_\_\_  
agree to abide by the bylaws.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

# **AYRE & OXFORD INC.**

Professional Real Estate Management

Accredited Management Organization®(AMO®)

## **Owners' Cease to Rent – The Villa**

To: Board of Directors: The Villa Condominiums

Unit # \_\_\_\_\_

Address: \_\_\_\_\_

I / We \_\_\_\_\_

Cease to rent the aforementioned suite effective: \_\_\_\_\_ date.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

# **AYRE & OXFORD INC.**

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## **The Villa**

### **Alberta Treasury Branch Pre-Authorized Chequing Authorization for Debit Transfer**

Unit #: \_\_\_\_\_

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) \_\_\_\_\_

#### **CIRCLE YES or NO**

**1. New Pre Authorized Plan for Ayre & Oxford Inc.? YES NO**

**Bank Information Change (If Applicable)? YES NO**

**Are you authorizing any outstanding balance to be withdrawn from your account along with your monthly fees? YES NO INITIALS\_\_\_\_\_**

I, \_\_\_\_\_; Hereby authorize Alberta Treasury Branch (ATB) and:  
**Ayre & Oxford Inc.**

**#203, 13455 – 114 Avenue NW  
Edmonton AB T5M 2E2**

**Telephone (780) 448-4984 • Fax (780) 448-7297**

**To transfer monies in the amount of the monthly condominium fees from my account at the following location:**

Financial Institution Name \_\_\_\_\_

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. 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 24<sup>th</sup> 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: \_\_\_\_\_ 1, 20\_\_\_\_ **(We must receive this form by the 24<sup>th</sup> of the month before the commencement date.)**

Witness: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**A VOID CHEQUE or BANK CONFIRMATION MUST BE ATTACHED**

# **AYRE & OXFORD INC.**

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## ***The Villa – Suite Renovation/Alteration Application***

Date of Application: \_\_\_\_\_

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

Is this an Interior Enhancement: Y / N \_\_\_\_\_

### **DESCRIPTION OF PROJECT(S) –**

\_\_\_\_\_  
\_\_\_\_\_

**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:** If enhancement is exterior, it must coordinate to existing exteriors

\_\_\_\_\_  
\_\_\_\_\_

### **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, including contact numbers:**

\_\_\_\_\_  
\_\_\_\_\_

### **Estimated start and completion dates of project(s):**

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

# **AYRE & OXFORD INC.**

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## **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.

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 one)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
(Property Manager)



**The Villa**  
**Owner Authorization to Receive Notices and Other**  
**Information by Email**

I/We, \_\_\_\_\_ the Owner(s) of the following Unit(s)

\_\_\_\_\_  
(print legal and/or municipal unit description(s))

expressly authorize Ayre & Oxford Inc., operating as the Management Company for the "Corporation", to send any notice or correspondence required under the Bylaws, the Condominium Property Act, The Condominium Property Regulation, Court Process or as may otherwise be direction by the Board of Directors, to me/us at the email address listed below.

It is further acknowledged that I/we will check the email address periodically. Neither the Corporation nor its Board of Directors is responsible for Spam filter settings or any other problems (electronic or otherwise) resulting in an email not being received or read by me/us. It is my responsibility to update the Corporation if my email address changes.

**Email Address:**

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

*Note: If there is more than one person on title, a signature and/or email is required for each person.*

*If a unit is owned by a Corporation/Business, an individual authorized by the Corporation/Business must sign on behalf of the Corporation/Business.*

***Please note: By consenting to receive email communication from our office, you will no longer receive hard copies of Corporation Documentation, effective July 1st, 2019.***

*Signatures*

\_\_\_\_\_

**Once filled out, please send this form to: [ash@ayreoxford.com](mailto:ash@ayreoxford.com) or to the contact on the letterhead.**

For Office use:

Legal Unit Date received \_\_\_\_\_

# **AYRE & OXFORD INC.**

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## **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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you discussed / communicated this with the source of the complaint if applicable? If yes provide 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:**

1<sup>ST</sup> COMPLAINT

2<sup>ND</sup> COMPLAINT

3<sup>RD</sup> COMPLAINT

4<sup>TH</sup> COMPLAINT

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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