# LANCASTER GATE 1720 Barclay St. Vancouver, BC V6G 1K4

# NOTICE TO ALL LEASEHOLDERS AND RESIDENTS OF LANCASTER GATE

Attached, please find a copy of the "HOUSE RULES AND GUIDELINES" for Lancaster Gate, as approved in 2022 by Management, and reviewed by the Lancaster Gate Tenants Committee (LGTC). They include updates and revisions made since last published in 2007; these supersede and replace all earlier dated versions. Their intent is to provide a quiet and happy living space for all residents in the building.

Thank you for your co-operation in complying with these Rules and Guidelines.

**Building Management – Pacific Quorum Properties Inc.** 604-685-3828

Building Caretaker – Paula Mija 604-727-4662

**Building Plumber – Urban Plumbing & Heating 604-729-7519** 

LANCASTER GATE 1720 Barclay Street Vancouver, BC V6G 1K4

# **HOUSE RULES AND GUIDELINES**

# 1. BUILDING SECURITY

Make sure doors close securely behind you when entering or leaving the building.

When entering and leaving the garage, wait for the garage door to close before proceeding.

Before allowing a caller on the intercom to enter the building, the caller must be known to or expected by the Lessee. Never "buzz" anyone into the building via the intercom without checking. Please check channel 116 on your TV to see who is at the door. If the caller is unknown to the Lessee, the Lessee must meet the unsolicited caller at the Lobby door before allowing entry. Persons unknown to the Lessee who seek admission to the building should not be admitted.

Never assume a stranger wandering in the building is a tenant or authorized guest. Challenge him or her if you feel comfortable. Even "Can I help you?" will often deter the dishonest.

Don't just accept that a stranger is authorized to be in the building just because he/she says so. Check with someone in authority. If the person is from the telephone company or power authority, they should be able to produce identification.

Report any lost or stolen keys or garage door openers to building management.

Non-duplicable building keys can only be obtained from building management. There is a non-refundable \$75.00 charge, per key.

#### 2. SUITE SECURITY

It is recommended that each suite have a dead-bolt lock on the door. Building management will keep a duplicate set of suite door keys under their care and custody for use only in the event of an emergency.

If a Lessee plans to be away for any length of time, it is suggested he/she notify a neighbour or building management. This precaution may help to ensure the proper protection of the suite in case of emergency.

Always lock all doors and windows, even when at home. People often leave their doors and windows open to receive better air circulation or easier access - this only invites intruders.

Never allow people into your apartment unless you know them. Meet them in the lobby or talk to them in the hallway. If you let them in, do not leave them alone or unescorted inside your apartment.

Be careful with keys. If you have moved or lost your keys, have the locks changed by a locksmith and new keys made. Always keep keys in a safe place.

Mark all property for identification. Contact your local Police Department for tips and information on engraving, photographing, or otherwise marking property for future identification. Block Watch recommends you inscribe your belongings with your driver's license number.

Don't assume everyone is as honest as you. Take care of your property and that of your neighbours'.

#### 3. COMMON AREAS

The common areas of the building begin just outside the front door of each Lessee's suite and include such areas as the lobby, halls, elevators, stairways, gardens, pool and parking areas. Lancaster Gate is responsible for repairing, maintaining and improving all the common areas together with any equipment and fixtures that they contain.

In a suite where there is water leakage from the heating system and resultant damage, Lancaster Gate will undertake the repair of the pipes and the re-plastering of walls and ceiling. Redecoration or the liability for any other damage due to leakage of water from the pipes will be the responsibility of the Lessee concerned.

No Lessee shall use the common areas of the building for the storage of goods or the disposal of rubbish.

No loitering in the common areas.

No smoking in the common areas.

# 4. HALLWAY ODOURS

Fans in kitchen and bathroom must be in good working order to help control odours in hallways and if necessary, use proper door seals.

#### 5. DAMAGE

Where water or other damage occurs in any suite due to the action or negligence of a Lessee, his/her family, visitors, tenants or servants (whether to his own or other suites) the damage so caused will be the sole responsibility of the Lessee causing the damage.

Any damage to the elevators, halls or other common areas caused by a Lessee, his/her family, visitors, tenants or servants will be repaired at the expense of the Lessee.

#### 6. NOISE

A Lessee, his/her family, visitors or tenants shall not make noise that is disturbing to other Lessees in or about his/her suite or in the common areas of the premises.

A special effort should be made to subdue sound between the hours of 10:00pm and 8:00am. The volume of TV's, stereos, etc. should be kept at an acceptable level and not disturb your neighbours.

## 7. ENERGY CONSERVATION

In the interest of economy, it is expected that each Lessee will conserve hot water that is supplied to his/her suite. Furthermore, each Lessee will suitably adjust his/her thermostat for comfort rather than unduly opening a window to compensate for too high a setting on the thermostat.

All zone valves and thermostats must be in good working order.

# 8. GARBURATORS AND DISHWASHERS

Garburators and dishwashers should not be used before 8am or after 10pm since they create an objectionable noise in adjoining suites.

#### 9. LAUNDRY FACILITIES

In-suite washers and dryers are not permitted. The drain pipes in our building are not equipped to deal with the flow of water from the washers and this causes problems for other Lessees as the water backs up in their suites. The dryers are a problem because there is no venting access.

The laundry facilities are for residents and houseguests only.

Do not overload the machines and do not use excessive amounts of soap and bleach. Please leave the laundry facilities clean for the next user.

Laundry left in a washer or dryer may be removed by the next user if the facility is busy.

An individual should not use all the washers and dryers at once. If you have multiple loads to wash, please stagger your loads so as to leave a few machines available for other residents.

Please take extra care when transporting bleach and laundry detergents through the building.

The Laundry room is locked from 10:00pm to 8:00am.

# 10. DUST MOPS

The shaking of dust mops, dusters, rugs, etc. from windows or balconies of any suite is strictly prohibited.

# 11. FEEDING OF BIRDS AND SQUIRRELS

The feeding of birds and squirrels from the windows or balcony of any suite is strictly prohibited.

#### 12. CANVASSING

Canvassing by door-to-door salesmen is prohibited. Census takers, enumerators and political canvassers will be permitted in the building if they wear appropriate identification and have coordinated their visit with building management.

#### **13. PETS**

No pets are permitted.

#### 14. STORAGE LOCKERS

Please keep all your storage items within your locker. No storage is permitted in the aisles leading to the storage lockers.

No parking space may be used to store any items of any kind.

#### 15. PLUMBING

All taps and toilets etc. must be in good working order to help conserve energy and water bills.

Only the building's authorized plumber may be utilized for repairs and renovations. If plumbing repairs are required, notify building management and when they bring in the plumbers, the work will be done at the Lessee's expense.

Lessees are not to attempt to remove or repair water shutoff valves themselves. Contact building management or the building's authorized plumber immediately if a shutoff valve is not working properly. The repairs will be done at the Lessee's expense.

In case of emergencies, contact information for the building's authorized plumber is located on the bulletin board by the mail boxes.

#### 16. BALCONIES

Balconies may not be used as a storage space, and must be kept neat and clean.

Do not use any harsh chemicals to clean the balcony.

Do not fasten to, or hang anything from, the balcony walls, railings or ceilings.

Drilling holes in the concrete is strictly forbidden.

No spillage, for example from overwatering plants or cleaning floors. The dirty water stains the balconies below, splashes onto the windows, and promotes destructive moss growth. (and annoys your neighbours' below)

Material used as a wind break around the balconies must be a see-through or neutral coloured material.

Carpets are not allowed on balconies as they retain wetness and aid in the rusting of rebar in the concrete.

Planters and pots must be fitted with "bases" that catch excess water, and be elevated from the floor to allow air to pass underneath.

No wind chimes or other noise-makers are permitted on balconies.

No clotheslines or hanging things over the railings.

No barbeques may be used.

No shaking of dust mops, or sweeping debris off balconies.

No tossing of butts of any kind from balconies.

No vines or climbing plants.

### 17. ALTERATIONS TO SUITES

**Prior** to undertaking suite renovations, the scope of work must be presented to building management for approval. A copy of the <u>Renovation Request and Assumption of Liability Form</u> must be completed and forwarded to management for approval. (A copy is included with these Rules and Guidelines)

Once the scope of the renovations has been approved, Lessees must write a letter advising residents in the building that alteration work is being done in their suite. The letter is to include a general description of the scope of work being completed, and the anticipated start and finish dates. A copy of this letter is to be posted on the bulletin board in the laundry room and a copy given to management to be posted on the bulletin board by the mailboxes. Please do not tape a copy of this letter to the glass of the management bulletin board.

All repair work done in suites must be done by qualified tradesmen that carry their own insurance coverage. No other workers will be permitted. Lessees are not to attempt renovations or repair work on their own.

Leaseholders are responsible for establishing if a City of Vancouver permit is required for the proposed work. If a City of Vancouver Permit is required, then a copy must be posted on the suite door facing into the hallway.

#### **Date and Time Restrictions:**

All alteration work performed by tradesmen must take place between the hours of 9:00am and 6:00pm Monday through Saturday.

No renovation work allowed on Sundays, Statutory Holidays and any days in lieu of Statutory Holidays.

No renovation work to be schedulled during the dates: **December 1 to January 3rd.** 

All work is to be completed within a maximum of 4 weeks. Special permission must be obtained from Management for extended dates **prior** to the start of renovations.

Proof of **current** Homeowner's Insurance is required. The Leaseholder is to provide a letter to management from their insurance provider confirming they have current and adequate insurance.

The Leaseholder is to provide management with a copy of the key to their suite **before** renovations start.

#### Plumbing:

Lessees must use the building's authorized plumber. Contact information is posted on the bulletin board by the mailboxes, or contact building management for more information.

Lessees are not to alter the building's main supply, drainage, or sewage pipes.

Maximum of **one** building water shutdown per renovation. Water shutdowns may only be scheduled Monday to Wednesday.

If the Lessee is not residing in the suite during the renovation period, all water in the suite is to be shut off when no one is onsite.

The Lessee is not to request access to neighbouring suites to aide in their renovations.

Common hallway carpets must be protected – construction grade paper or plastic film is to be laid on the hallway carpets leading from the suite to the elevators.

Lessees are responsible for the cleanup and disposal of any material or refuse created from work done on their suite. Clean up from transporting materials through the common areas is to be completed daily.

The garbage bin is not to be used for the disposal of renovation materials.

If a Lessee wishes to store material in the garage area, written permission must be obtained from building management. Maximum storage time will be 2 days. Management is not liable for loss or damage of this stored material.

All renovation work is to be contained within the suite. Trades are not to use any area of the property (Building grounds, underground parking, and hallways etc.) for additional work space.

The front door to the suite is to remain **closed** at all times during renovations, to reduce noise impact on neighbours and eliminate work dust from entering the hallway.

<u>Windows</u>: Special consideration and review of specifications is required by management. Window glass replacement installation is to be approved, coordinated and supervised by management. Any window glass replacement requiring roof access must be completed between October 1 and April 30<sup>th</sup>. No swing stages are permitted. Any attempt to replace windows without management's approval will be cancelled on site, at the Lessee's expense.

In-suite washers and dryers are not permitted.

Lessee is to inspect their suite at the end of each working day to ensure all renovation materials have been cleaned up and stored properly. Any materials that pose a health and safety issue or fire hazard are to be stored offsite.

Management has the authority to review progress of the renovations during the renovation period.

It is a requirement by Lancaster Gate that the hall carpet be professionally cleaned, at the expense of the Lessee, after any major renovation is done in his/her suite.

If, during renovations, the carpet is removed, the floor shall not be left bare for a period of longer than two weeks.

<u>Flooring:</u> Carpet is preferred. Any other flooring alternatives must be presented to building management for approval **before** work is done.

Wood or laminate floor underlay must be of high quality in order to minimize noise and the sound-proofing specifications of the underlay must be approved by building management **prior** to installation.

All residents are responsible for repairs or replacement of wood or laminate floor if damaged for any reason and should ensure that the flooring, together with any other improvements and betterments is covered under their personal home insurance plan.

All Lessees installing flooring other than carpet, must sign a "Letter of Understanding and Responsibility" (included with these Rules and Guidelines) and return the signed letter to building management.

Doorknobs on outside of doors must match others in the common areas.

No Door Bells permitted.

Alterations to combine two suites is prohibited.

## At the sole discretion of management, any contravention to these rules may result in:

- Fines A fine of \$50 per incident, with the following exceptions:
  - \$200 for initiating renovations without management approval and completing the Renovation Request and Assumption of Liability form.
  - \$100 per week for renovations going over the maximum 4 week rule.
- Shutdown of renovations until all outstanding issues have been resolved to building management's satisfaction. Any costs incurred, will be at the expense of the Lessee.
- Onsite cancellation of all unapproved installations, at the Leaseholder's expense.

#### 18. WINDOW COVERINGS

Window coverings must have a neutral covering or backing on the drapery or curtains to give a uniform look to the outside of the building.

No window film of any kind is allowed on the windows. No signage is to be displayed on the windows.

#### 19. BICYCLES

Bicycles must be stored in marked areas of the garage, or in the designated outdoor spaces adjacent to the front entrance.

Do not lock bikes to stairway and/or walkway railings.

No bicycles are to be transported through the lobby or elevators.

Bicycles are not permitted on balconies or in common areas, such as the pool or gardens.

# 20. ROLLER – SKATES / SKATEBOARDS ETC.

Roller-skates, roller-blades and skateboards are not permitted in the lobby or elevators.

#### 21. GARBAGE

The garbage dumpster is for domestic garbage only and is located in the back lane.

Do not dump furniture, mattresses, appliances, office machines, clothing or other useable goods in the alley or in the dumpster. Please have these items taken to an appropriate recycling facility or goodwill donation site. Do not leave donated items in the laundry room.

When renovation work is being done, the Lessee is to arrange to have the materials disposed of and is not to use the garbage dumpster.

Blue bins have been provided by the city for general recycling and are located in the back lane. Please sort you're recycling, and place appropriately in the blue bins marked:

- Mixed Paper
- Containers
- Glass

<u>Mixed paper:</u> All boxes should be flattened before putting them in the recycling containers. Large cardboard boxes from: moving, TV's, and household items or appliances should be cut up into smaller pieces so they fit easily in the Blue Bins. Do not put cardboard boxes in the domestic garbage dumpster.

Shredded documents should be sealed in a paper bag prior to putting it in the recycling bin.

Do not place non-recyclable garbage, including plastic bags, into the blue bins.

Green bins are provided for recycling of organic waste, excluding feces and bio-hazard materials.

Residents at Lancaster Gate are to keep themselves informed of changes in municipal recycling requirements for multi-family units.

#### 22. **KEYS**

There is a non-refundable \$75 charge for each building key.

It is not the responsibility of building management to assist people to get back into their suite if they are locked out. Please call a locksmith or, if the building staff is to assist the resident, a charge of \$75 will be levied. (Between 6:00pm and 8:00am a charge of \$150.00 will be levied)

Lessees must provide building management with keys to their suite in case of an emergency that requires management to enter the suite. If management does not have a key and needs to enter the suite because of an emergency, they will enter by employing a locksmith or breaking down the door, and the Lessee will be responsible for any damage and costs incurred.

#### 23. REASONABLE USE OF SUITES

A Lessee, tenant or guest must occupy or use a suite in a reasonable and tidy manner and avoid any activity that causes a nuisance or hazard, including, but not limited to:

- The accumulation of molds, garbage, dust or other materials
- Unreasonable interference with the rights of other residents to use or enjoy their suites or common property.

#### 24. SUITE INSURANCE

All Leaseholders are required to have homeowner's insurance, and provide a copy of this insurance to building management, annually.

Lessees who have sublet their suite to a tenant or other occupant are required to have landlord's insurance, and ensure their occupants have tenant's insurance.

The insurance policy(s) must contain, but not limited to, coverage for:

- Personal property, and an appropriate level of coverage for improvements ("betterments") to their suite.
- Personal liability for bodily injury and property damage.
- Additional living expenses.
- Losses and damage to common property or other units for which the Lessee, tenant, or occupant is deemed responsible.
- Appropriate coverage for the building's current insurance deductible.
- Vacancy insurance, when applicable.

#### Part Two - RENTAL RULES AND RESTRICTIONS

- 1. Furnished suites are not allowed to be rented at Lancaster Gate No Airbnb or other short term rentals.
- 2. No Leaseholder can own, or have a beneficial or shareholder ownership, in more than 2 suites for subletting purposes. This includes Leaseholders with suites that are not "rented" but occupied by someone other than the Leaseholder.
- 3. Suites that do not qualify for the Vancouver Home Owners Grant will be charged equal shares of the rental fees charged to Lancaster Gate by the City of Vancouver, as well as any administrative or processing fees incurred.
- 4. Lessees who have sublet their suite to a tenant or other occupant are required to have landlord's insurance, and ensure their occupants have tenant's insurance.
- 5. When a suite is rented, or occupied by someone other than the Lessee, a "Form K Notice of Tenant's Responsibilities", must be completed and returned to building management within one month of the lease commencement, or occupation date of the suite. A copy of this form is included with these rules and guidelines, or may be obtained from building management.
- 6. Management must be provided with a copy of the Rental Agreement forms that were completed between the Leaseholder of the suite and the renter.
- 7. All potential renters must have three references, and the Lessee is accountable for checking these references.
- 8. All Leaseholders of the rental suites are responsible for their renter, or occupant.
- 9. Renters are to direct all building questions and inquiries to their Landlord the Leaseholder, not Building Management. Renters may only contact management in case of emergencies.
- 10. Lessees are required to provide a copy of the House Rules and Guidelines to their renter or occupant, and ensure adherence to these rules by their renter or occupant.
- 11. Only one or two people allowed to occupy a one bedroom suite.
- 12. Failure to provide building management with rental documentation, non-compliance or contravention of these rules and restrictions will result in fines.

#### Part Three - MOVING GUIDELINES

- The fee for moving in and/or out is \$100.
- 2. Prior to moving in or out of the building, a Lessee or his Tenant or any other person must notify building management staff at least five days in advance so that they will be able to lock off an elevator and hang elevator pads.
- 3. The Lessee or the tenant must ensure that the front entrance is monitored and secure during the move. The front door must be kept closed and locked when unattended.
- 4. Only one elevator is to be made available for moves at any time.
- 5. The Lessee shall be responsible for any damage done to the common areas as a result of a move, including damage caused by his/her tenant or other occupant, moving in or out of their suite. A visual inspection will be made of the common areas before and after the move to assess the condition of said areas.
- 6. Moving times are from 9:00am to 9:00pm.
- 7. No moving trucks or vans are allowed on the sidewalk.
- 8. All boxes used for moving must be <u>flattened and cut up</u> into smaller pieces before being discarded in the blue bins for recycling. Do not overflow the recycling bins with moving materials or leave items beside the containers. The bins are emptied weekly, if they are full, keep your items until the next pick up.
- 9. Do not put cardboard boxes in the garbage dumpster.

#### Part Four – SWIMMING POOL RULES AND ETIQUETTE

- 1. No Lifeguard on duty. All persons using the pool do so at their own risk. Owners and Management are not responsible for accident or injury.
- 2. Pool Hours: 8:00am to 10:00pm.
- 3. Pool Gate must closed and locked at all times.
- 4. The pool is for the use of residents and their guests.
- 5. Maximum two guests per suite.
- 6. Residents are responsible for the safety and behavior of their guests.

- 7. Children under 16 years of age must be accompanied by an adult.
- 8. No animals allowed.
- 9. Refrain from loud noises in the evening; the pool area is an echo chamber; sounds are naturally amplified.
- 10. Clean up after yourself and your guests. Redistribute the tables and chairs around the garden area if you moved them.
- 11. No running, playing tag, diving or rough play permitted in or around the pool.
- 12. No glass objects in the pool enclosure.
- 13. Footwear must be worn to and from the pool. After using the pool, towels must be used when returning to the building.
- 14. All persons who are ill, or who have open sores, bandages, discharging ears or noses, or inflamed eyes are forbidden to enter the pool.
- 15. Swimmers must not enter the water with suntan lotion or similar oils on their body. A Layer of oil deposited on the surface of the water results in discomfort for all users.
- 16. Shower in the sauna area before entering the pool.
- 17. Persons with long hair must wear a bathing cap.
- 18. No smoking in the pool area.
- 19. No barbeques, cooking devices, food or drinks in the pool area.
- 20. Abuse of these rules will result in suspension of pool privileges.
- 21. Management reserves the right to deny use of the pool to anyone at any time.

#### Part Five – GARAGE AND PARKING REGULATIONS

- 1. When entering and leaving the garage, wait for the garage door to close before proceeding.
- 2. Residents' cars must only be parked in their assigned stalls, and must park within the stall boundaries (white lines).
- 3. Speed in the garage is limited to 5km per hour. Please use headlights while in the garage.

- 4. Renting of parking stalls to <u>non-residents</u> of the building is prohibited. Cars belonging to non-residents will be towed at the car owner's expense.
- 5. A Form K Notice of Tenant Responsibilities must be completed, and a copy provided to building management, when renting a parking stall to a resident of the building.
- 6. Unlicensed vehicles and those with out-of-date tags will be towed at the car owner's expense.
- 7. Unlicensed vehicles must have storage insurance with liability of no less than \$1,000,000.00. Provide a copy of proof of storage insurance to building management.
- 8. Leaseholders and/or tenants at Lancaster gate who are using the garage must supply building management with information about any and all vehicles authorized to park in their assigned parking spaces.
- 9. There are no official guest parking spaces.
- 10. If a houseguest will be parking in your stall longer than 24 hours, notify management.
- 11. Houseguests of a Lessee and/or tenant may park in their space for no more than one week.
- 12. Vehicles dripping oil and other fluids onto the garage floor must be repaired promptly as these fluids damage the parking surfaces and are a fire hazard. Vehicles not repaired promptly will be towed at the car owner's expense. Clean up of oil spots and leaks is the responsibility of the Leaseholder. Contact management for the correct clean up procedure.
- 13. No parking space may be used to store items of any kind.
- 14. No washing of cars, or mechanical work and repairs performed on cars in the garage.
- 15. Bicycles must be parked in marked areas of the garage, or in designated outdoor spaces adjacent to the front entrance.
- 16. Do not lock bikes to stairway or walkway railings.

#### Part Six – ENFORCEMENT OF RULES AND GUIDELINES

- 1. Lancaster Gate Management has the exclusive and express authority to levy fines up to \$200 for any contravention or non-compliance with these Rules and Guidelines.
- 2. A fine of up to \$500 will be imposed for any contravention or non-compliance of Rental Rules and Restrictions.
- 3. Fines may be re-imposed every 7 days for continuing contravention or non-compliance of these Rules and Guidelines.

4.	There is a \$25 charge per month, per suite, for all late payment of maintenance fees.			

# FORM K NOTICE OF TENANT'S RESPONSIBILITIES

Lancaster Gate, 1720 Barclay Street, Vancouver, BC V6G 1K4

	Re: Suite #	Date:
	NOTICE TO TENANTS	
1.	A tenant at Lancaster Gate must comply with the F time to time. (Current House Rules and Guideline	
2.	The current rules and guidelines may be changed f must comply with the new rules and guidelines.	rom time to time; if they are changed, the tenant
3.	The Leaseholder of the suite or suites is responsible any rules or guidelines are broken or any damage of incurs costs for remedying a contravention, the Lea	lone to the Leasehold property. If Lancaster Gate
Τε	nant Signature)	(Witness Signature)
Τε	nant Name)	(Witness Name)
Si	gnature of Landlord)	<del>-</del>
ГΕ	NANT INFORMATION	
۷a	me:	
	me Phone:	
Ξm	ergency Contact:	Contact's Phone:
/e	nicle Make:	Parking Space No:
Μc	del:	
_ic	ense Plate:	Locker No:
Γh	e address to which any notices to the Registered Ow	ner of the Leasehold suite shall be registered as:

(RETURN COMPLETED FORM TO BUILDING MANAGER'S OFFICE: SUITE #105)

# Letter of Understanding and Responsibility

Lancaster Gate 1720 Barclay Street Vancouver, BC V6G 1K4

FLOO	DRING	
l,	, Leaseholder of suite #	in
Lancas	ster Gate, agree to and understand the following provisions before installing a wood ate floor in said suite:	
*	I agree to install quality underlay, as approved by Lancaster Gate Management, to minimize noise.	
*	I also understand that I am responsible for repairs or replacement if the wood or laminate floor is damaged for any reason, including water leaks, and should ensure tit is covered under my personal home insurance plan.	that
*	I also agree that if my neighbours are affected by noise from my suite due to the woor laminate flooring, I will take such action as necessary to solve the problem. This rinclude, but is not limited to, adding felt pads to the bottom of chair legs and/or using area rugs.	may
have i	read and understood this agreement.	
Signatu	ure:	
Name:		
Date:		

(RETURN COMPLETED LETTER TO BUILDING MANAGER'S OFFICE: SUITE #105)