

# CONDITIONS OF OCCUPANCY





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## **GENERAL**

1. The terms “Married Quarter” and “MQ” are used interchangeably throughout this document.

### **Legal Interest**

2. An occupant of a married quarter is not a tenant and has no legal estate or interest in the premises. The various provincial Landlord and Tenant Acts do not apply to married quarters. The occupant is not a leaseholder. Consequently, the occupant can not and shall not pass the premises to others upon vacating. Such practice shall result in immediate cancellation of the Conditions of Occupancy to the existing occupant.

3. Each MQ is allocated to one individual who is responsible for paying the monthly shelter charges. This occupant is fully responsible for all aspects of the MQ and must ensure that all terms and conditions outlined in the Conditions of Occupancy are respected.

### **Changes to Entitlement to Occupy Married Quarters**

4. Initial and continued occupancy of married quarters is subject to certain criteria. Occupants are required to immediately advise the CFHA Housing Management Office of any change in status which may affect their entitlement to married quarters. CFHA may, at its discretion, require confirmation of continued entitlement to married quarters.

### **Shelter Charges**

#### **Payment of Shelter Charges by Source Deduction**

5. In accordance with Treasury Board Directives, collection of charges for accommodation provided to Crown employees shall normally be made by source deduction. In special cases, occupants not able to pay shelter charges by source deduction shall obtain documentation from their applicable pay office stating why source deduction is not possible. Shelter charges paid by cheque or money order are to be payable to the Receiver General for Canada and must be received in advance of the first day of every month. It is recommended that a series of post-dated cheques, dated the first day of each month, be provided annually to the local HMO. Returned or Non-Sufficient Funds (NSF) cheques shall be subject to an administration fee in the amount prescribed by Treasury Board Directives.

## Shelter Charges in Arrears

6. Shelter charges in arrears 30 days or more after the due date shall be subject to interest at the rate prescribed by Treasury Board Directives. Delay in the payment of shelter charges may result in early termination of occupancy in accordance with Canadian Forces Housing Agency and Departmental guidelines respecting non-payment of shelter charges.

## Liability/Insurance

7. **Liability.** Loss or damage to private property is the responsibility of the occupant. DND and CFHA shall not be responsible for any loss or damage to any personal property or injuries (including death) that may be sustained by the occupant or any of their guests or other persons who have business or dealings with the occupant or any other person who might be in the MQ or on the premises.

8. **Insurance.** It is mandatory for the occupant to carry public loss payable liability and property damage insurance covering loss or damage to the MQ and/or garage and to carry fire insurance for the contents of the MQ and/or garage. CFHA shall not be responsible for loss or damage of personal property that should have been covered by the occupant's own personal insurance, for example, vandalism, sewer back-up and fire damage. Proof of insurance coverage, which may be requested at any time from the occupant, shall be provided to the CFHA HMO. Should the insurance coverage change, the occupant shall be responsible for providing this amendment or change of the insurance to the HMO.

## Commercial Use of Married Quarters

9. The occupant shall not operate any business from their MQ without prior written approval from the HMO. A business may be permitted provided it does not constitute a nuisance to other MQ occupants, offer unfair competition to local businesses, entail any modifications or undue maintenance to the MQ, or present a health hazard.

10. It is mandatory to carry appropriate insurance, and to obey all applicable regulations and/or by-laws. Should a municipal business license be required, a copy of this license must accompany the request to the HMO. Outdoor advertising signs and door-to-door solicitations are not permitted in MQ areas.

## Protection of Married Quarters

11. The occupant is required to protect the MQ from damage at all times. It is in the interest of the occupant to report promptly any MQ damage to the HMO. In the event that an occupant does not report/repair damage that may lead to additional damage, the occupant shall be held liable for all such damage.

**12.** The occupant is required to inform the HMO of any damage to the MQ caused by their movers. Failure to do so shall result in the occupant being liable for the movers' damages. The occupant shall submit a claim for damages to the mover for reimbursement to the CFHA HMO.

**13.** When an occupant leaves the MQ for any period longer than 48 hours, the occupant shall ensure that the MQ is checked for maintenance emergencies on a daily basis. The occupant shall advise the HMO of the name and telephone number of a contact person. Failure to do so shall result in the occupant being held responsible for all costs of gaining access to the MQ in an emergency situation as well as any damages to the MQ.

### **Emergency After Hours Service**

**14.** CFHA provides an after hours response to problems that constitute a threat to an occupant's health, safety or security or, when necessary, to avoid significant loss or damage to property (for example, burst water pipes, loss of heat, etc.). Not all maintenance problems constitute an emergency and some shall therefore be dealt with the next business day. The telephone number for this service is 1-800-903-2342.

### **Locks and Keys**

**15.** The occupant is responsible for the safekeeping of their MQ keys. As the HMO does not keep spare keys for married quarters, the occupant will be held liable for all costs related to lost or stolen keys.

**16.** Where the occupant requests locks to be changed or added for any reason other than defective locks, they shall be required to pay all associated costs.

### **Access to Married Quarters**

**17.** HMO staff shall be permitted to inspect an MQ for appraisals and other types of required inspection. The HMO shall be responsible for advising the occupant with the reason for the inspection and an approximate date and time of the inspection. The occupant shall allow access to their MQ by members of the Canadian Forces, civilian employees of the Government of Canada and CFHA contractors, in the performance of their duties. Except in an emergency, at least 24 hours' notice shall be given to the occupant.

**18.** The occupant is encouraged to ask persons requesting entry to their MQ to identify themselves. The occupant shall inform the HMO of any unscheduled visits by contractors.

## **Temporary Evacuations**

**19.** Should circumstances (such as basement flooding, roof leaks, lack of heat, etc.), require the occupant to temporarily evacuate their MQ, the occupant is required to consult with the HMO before evacuating. The HMO has contingency plans to address such situations. If the occupant fails to alert the HMO before evacuating, subsequent claims for alternate accommodation may not be approved. Should the situation arise after hours, the occupant is to contact the CFHA Emergency After Hours Service (1-800-903-2342) for assistance.

## **Notice of Intention to Vacate**

**20.** The occupant shall advise the HMO in writing at least 30 days in advance of their intention to vacate the MQ; note that a minimum occupancy of 60 days is required. Failure to provide the required written notice prior to departure shall result in the occupant being charged shelter charges for the full 30-day notice period.



## Vacating Procedures

**21.** When an MQ is vacated, it shall be left in a clean and tidy condition. The following standards apply:

- all floors, including those in the basement, shall be vacuumed and washed; all carpets shall be vacuumed;
- all wall and ceiling surfaces shall be free of residue, with all wallpaper, nails, screws, frame hangers, blind fasteners and curtain tracks removed. Free of residue means the removal of foreign matter including pen/pencil marks through spot washing/scrubbing;
- all windows, window sills and screens shall be clean inside and out; damaged screens shall be repaired/replaced;
- all sinks, bathtubs and toilets shall be clean and hygienic;
- all DND-owned appliances, including range hoods, shall be clean and hygienic;
- all cupboards and closet surfaces shall be free of residue; mac-tac in kitchen cabinets and drawers must be removed;
- all burned-out and/or missing light bulbs/florescent tubes shall be replaced;
- the lawn shall be cut and trimmed and the grounds surrounding the MQ, including window wells, shall be clean and free of all rubbish; flower beds shall be weeded and raked;
- all sidewalks and driveways shall be clear of snow and ice;
- the garage, if applicable, shall be clean and completely empty; nails, screws and frame hangers shall be removed from all surfaces;
- the furnace humidifier and filter shall be clean; all removable heat registers shall be removed and the accessible duct area vacuumed;
- all garbage and hazardous waste shall be disposed of in accordance with applicable regulations governing such disposal; and
- all temporary structures (i.e. sheds, pools, fences) shall be removed and the grounds restored to their original condition.

**22.** The onus is on the occupant to abide by the above “vacating procedures”. Failure to do so shall result in all associated costs being recovered from the occupant. The occupant shall pay for the correction of non-fair wear and tear damages that they have not corrected. The HMO shall make the assessment of damages and calculate the repair costs.

## **PREMISES**

### **INTERIOR**

#### **Good Housekeeping Practices**

**23.** The occupant is responsible for all good housekeeping practices related to their MQ. The interior of the MQ is to be kept clean and tidy.

#### **Fire Prevention**

**24.** The occupant shall test all smoke alarms installed in the MQ at least once a year and, if powered by batteries, shall replace them as required.

**25.** The occupant shall advise the HMO of any fire occurring in a MQ.

**26.** Installation of wood-burning stoves and/or fireplaces in MQs or garages/sheds is not permitted. Occupants shall not use existing fireplaces that have been closed off. Any costs to repair damage arising from the unauthorized use of wood-burning stoves and/or fireplaces shall be borne by the occupant.

#### **Alterations/Additions to the MQ**

**27.** The occupant may, with prior written approval of the HMO, make permanent interior alterations/additions to their MQ.

**28.** All projects shall be undertaken in an orderly fashion and completed within time limits prescribed by the HMO.

**29.** The occupant shall provide all required labour, materials, tools and equipment for the project. No electrical, plumbing or heating work shall be authorized.

**30.** The HMO shall inspect all projects at suitable stages of progress and again upon completion, to ensure compliance with current National Building Code and HMO standards. The occupant shall be required to bring non-compliant projects up to code or they shall be removed at the occupant’s expense.

**31.** Any project undertaken without prior written approval of the HMO shall be removed at the occupant’s expense.

32. Owing to the age and condition of MQs, weeping tiles and sanitary sewer systems, occupants carrying out alterations to their basement do so at their own risk.

### **Use of Basement**

33. The intended use of the basement is to provide a foundation for the structure and house the building services. The weeping tiles and sanitary sewer systems are often old and, as a result, basements may be subject to inundation, particularly after periods of heavy rainfall and spring runoff. The onus is on the occupant to secure their belongings on pallets and/or shelves to prevent possible water damage.

### **Carpeting**

34. The occupant may, with the prior written approval of the HMO, install wall-to-wall carpeting in their MQ. Upon departure, the occupant shall remove the carpeting and return the floors to their original condition.

### **Interior Painting**

35. The occupant may, with the written approval of the HMO, carry out interior painting in their MQ. The occupant shall consult with the HMO regarding the quality and colour of paint, and all work is to be inspected by the HMO to ensure that it meets the appropriate standards of the trade. Should the occupant choose colours other than those deemed acceptable by the HMO, the occupant shall, upon departure, return the painted surfaces to their original condition at their own expense.

36. The occupant shall be responsible for any premature deterioration of the paint due to cigarette smoke, pet damage, negligence, improper surface preparation or improper application of the paint.

### **Wallpaper**

37. The occupant may apply wallpaper providing it is dry-strippable. Upon departure, the occupant shall remove the wallpaper and return the wall to its original condition.

### **Window Blinds and Curtain/Draperies Tracks**

38. The installation and maintenance of roller/venetian blinds and curtain/drapery tracks are the occupant's responsibility. The HMO does not provide nor maintain window coverings.

### **Waterbeds**

39. Due to variations in the design of MQ units, general approval for the use of waterbeds cannot be given. Prior to the installation of a waterbed, the occupant shall consult with the HMO to confirm that the MQ structure is able to withstand the weight of

the bed. Written approval to have a waterbed in an MQ does not relieve the occupant of the sole responsibility for any associated damage to the MQ.

### **Oversized Furniture**

**40.** Where oversized furniture cannot be moved through the entrance doors, thus requiring the removal of large windows or the alteration of entrances, the occupant shall pay all associated costs. The occupant shall contact the HMO for written approval before any windows, entrances or stairwell harps/guards are removed or altered.

### **Specialty Appliances**

**41.** An occupant who wishes to install specialty appliances such as air conditioners, dishwashers or gas appliances shall contact the HMO to ensure that their MQ is able to withstand the structural and electrical requirements. The occupant is responsible for all installation, maintenance/repair and, if required, restoration costs. CFHA is under no obligation to design future project or repair work around the occupant's specialty appliances. Occupants who install such appliances do so at their own risk.

## **EXTERIOR**

**42.** No items that may cause damage to the siding, roofing or exterior finish, shall be affixed to the exterior of an MQ.

### **Fences, Patios, Sheds and Other Outside Structures**

**43.** The construction of fences, patios, sheds and other outside structures by the occupant requires prior written approval of the HMO and shall be in accordance with established conditions and standards. CFHA is not responsible for the maintenance and/or repair of any exterior structure constructed by the occupant. Upon departure, the occupant shall remove the structure and restore the grounds to their original condition at the occupant's expense.

**44.** The installation of temporary structures such as dog runs/pens and kennels requires prior written approval of the HMO and shall be in accordance with established conditions and standards. The occupant shall ensure that such structures are sound and aesthetically correct. The occupant shall remove the structure upon vacating the MQ and restore the grounds to their original condition at their expense. Occupants vacating during winter months, shall submit to the HMO a letter of intent indicating that a designated person will remove the structure and restore the grounds in the spring as required. This letter must also be signed by the designated person. In the absence of a letter of intent, advance payment to CFHA for the performance of corrective action is required.

## **Parking**

**45.** The occupant shall ensure that their automobile and those of their dependants and guests are not parked in such a way as to hinder fire-fighting equipment and, in winter, snow removal equipment. Married quarters driveways or other MQ properties shall not be used for storing non-roadworthy vehicles or other bulky items.

**46.** Recreational vehicles, such as trailers and boats, shall not be parked on MQ property. It is understood that, on occasion, it will be necessary for the occupant to park recreational vehicles near their home for short periods of time. In these cases, the occupant shall obtain the prior written approval of the HMO. Parking or driving of any vehicle on grassed areas is not permitted.

## **Radio/TV Antennae and Satellite Dishes**

**47.** The location of radio/TV antennae and satellite dishes is strictly controlled to minimize building structure damage and visual impact. The installation of radio/TV antennae and satellite dishes requires prior written approval of the HMO. If not installed or maintained properly, they will be removed at the occupant's expense.

## **Above Ground Swimming Pools, Hot Tubs, Wading Pools and Skating Rinks**

**48.** The installation of above ground swimming pools and/or hot tubs requires prior written approval of the HMO. The occupant shall be responsible for:

- Ensuring that all applicable municipal by-laws and CFHA guidelines concerning the installation and use of swimming pools and/or hot tubs are adhered to. The installation of a swimming pool may result in the occupant having to modify an existing fence at their own expense in order to meet municipal requirements.
- Carrying appropriate liability insurance for above ground swimming pools and/or hot tubs.
- Restoring the grounds to their original condition upon departure. This includes the repair of any damaged grassed areas at least 30 days prior to vacating the MQ. This 30-day period is necessary to ensure that the area is properly watered.

**49.** Wading pools are permitted in yards during the summer months. Depending on the depth of the wading pool, certain municipal by-laws apply (i.e. fencing requirements). Wading pools shall be moved around the yard area regularly to avoid surface damage, and their use must be supervised at all times. The occupants shall repair, at their own expense, any damage to grassed areas caused by the presence of a wading pool.

**50.** The construction of private skating rinks on grassed areas is not permitted owing to the extensive surface damage caused by such construction.

## Temporary Automobile Shelters

**51.** The occupant may erect commercially available automobile shelters with prior written approval of the HMO. The shelter shall not extend beyond the lot line. Municipal by-laws shall be adhered to and shelters shall be structurally sound and in good condition. The occupant shall repair, at their own expense, any damage caused by the installation of such structures.

## Landscaping

**52.** The occupant is required to keep the lawn cut, watered, and well-tended, and to nurture and maintain any shrubs and trees on the MQ lot. Where grass has been left to grow beyond an acceptable length, as indicated in applicable regulations, CFHA shall take appropriate action on a cost-recovery basis.

**53.** The occupant is encouraged to beautify the MQ and the community by planting flowers, however, the occupant shall obtain the prior written approval of the HMO for the planting of shrubs and trees.

**54.** Due to potential problems with root systems, poor drainage, etc., the following guidelines apply:

- Shrubs and Trees - Shrubs and trees shall not be planted closer to the MQ or other structures than the maximum growth height of the tree or shrub species (consult your local nursery for advice on heights). Once planted, shrubs and trees must be nurtured and maintained and shall be left behind when the occupant vacates the MQ.
- Flower and Vegetable Gardens - While there are no restrictions on flower gardens, the occupant shall consult with the HMO when flowerbeds are planned. Flowerbeds placed along housing units must slope away from the wall. Vegetable gardens shall not be created without prior written approval from the HMO. Restoration of the grounds must be done by re-seeding at least 30 days prior to vacating the MQ. Occupants vacating during winter months must submit a letter of intent indicating that a designated person will re-sod and restore the grounds. This letter must also be signed by the designated person. In the absence of such a letter, advance payment to CFHA for the performance of corrective action shall be required.
- Composting - Where composters are available, they are to be placed in a suitable location, ideally hidden from view from the front of the house, and are to be kept clean and secure. It is the occupant's responsibility to empty the contents of their composter on an annual basis.

## **Snow Removal**

**55.** The occupant shall remove snow from steps, walkways, pathways and driveways located on their MQ lot. An occupant sharing a parking area (driveway) is responsible for removing the snow from the part they use and assisting in removing the snow from the entrance and central part of the area.

## **Excavation**

**56.** The occupant shall contact local service providers (hydro, gas, cable and telephone) and obtain the prior written approval of the HMO before performing any excavation work or digging on their MQ property. The occupant shall not leave the excavation area unprotected.

## **Waste Removal**

**57.** Occupants shall adhere to local regulations governing waste disposal, composting and recycling. Spills of hazardous material inside or outside an MQ must be reported to the HMO immediately to ensure that environmental concerns are addressed. Recycling containers, if provided, are to remain at the MQ upon departure.

# **MAINTENANCE**

## **Windows and Screens**

**58.** The occupant is responsible for cleaning interior and exterior basement windows, and all others where provisions have been made in design making it practical for the occupant to do so. Otherwise, the HMO is responsible for cleaning all exterior windows above the second floor.

**59.** The occupant, other than the occupant of an apartment, is responsible for the installation, removal and cleaning of all screens. Where provisions have been made in design for installation from the interior of the building, the occupant is also responsible for the installation, removal and cleaning of window storm sashes and screens above the second floor. The HMO is responsible for the installation, removal and cleaning of all other storm sashes and screens.

**60.** The occupant is responsible for the upkeep and repair of screens.

## **Replacement of Fuses and Bulbs**

**61.** The replacement of all incandescent light bulbs, fluorescent tubes and associated fuses is the responsibility of the occupant. Upon vacating, all of the above shall be fully functional.

## **Furnaces**

**62.** The occupant shall clean and/or replace furnace filters regularly to prevent dust build-up and to permit efficient operation of the furnace. Furnace humidifiers shall be cleaned on a regular basis to prevent mineral build-up. Soaking in ammonia or a vinegar solution will clean the tray and deodorize the foam sponge.

**63.** The cost of all unnecessary emergency calls (e.g. dead batteries in thermostat, gas valve in OFF position, furnace emergency switch in OFF position, exhaust for high efficiency furnace obstructed by snow, etc.) will be at the expense of the occupant.

## **Blocked Drains, Toilets and Sinks**

**64.** The occupant shall ensure that foreign matter and/or hazardous materials are not deposited in drainage systems and shall keep drains clear through the use of safe commercial products and/or household plungers supplied by the occupant. When the occupant cannot clear an obstructed drain, the matter shall be reported promptly to the HMO. Where foreign objects are the cause of blockage, all costs associated with the repair will be at the expense of the occupant.

## **Self-Help Program**

**65.** Where Self-Help Programs have been established, the occupant may choose to use them to carry out handyman-type maintenance and repair work or to undertake pre-approved projects to improve the MQ. No electrical, plumbing or heating work will be authorized. When an MQ is vacated, all self-help projects remain with the MQ and become the property of the Crown.

## **UTILITIES**

**66.** When provided by the Crown or a Bulk-Leased Housing Unit (BLHU) owner, water, gas, fuel and electricity shall be used conservatively and the value of these utilities will be determined and recovered from the occupant. Where a utility is not provided by the Crown or a BLHU owner, the occupant shall make arrangements with local suppliers for the provision and payment of applicable utilities.

**67.** Failure to provide or pay for utilities, which could damage an MQ or constitute a health hazard, shall be considered a justifiable cause for the occupant's dispossession. Where the HMO is required to assume the occupant's responsibility for supplying utilities in order to prevent damage to an MQ (e.g. topping up a fuel tank), the cost of these utilities shall be at the expense of the occupant.



**68.** All costs related to telephone and cablevision service, including the installation/relocation of jacks and the upkeep of the installations, are the responsibility of the occupant. CFHA shall ensure the proper functioning of the telephone line at the point of entry into the MQ and of (1) one telephone jack.

## **OTHER**

### **Domestic Pets**

**69.** The HMO may limit the kind and number of domestic pets or prohibit them entirely. The onus is on the occupant to adhere to the local by-laws and/or regulations of a particular site.

**70.** The occupant shall control pets and shall abide by the following:

- Pets must not constitute a nuisance to other occupants or cause damage to property. The occupant could be held legally responsible for any injuries or damage caused by their pets to persons, property or other pets.
- Where local by-laws apply, dogs/cats shall be kept under effective restraint and shall not be permitted to run loose beyond the occupant's lot. Dogs/cats left outdoors, attended or unattended, shall be fenced-in or tethered on a leash that will keep them on their respective lots. The occupant is responsible for installing an appropriate enclosure to ensure the effective restraint of pets.
- The occupant shall clean up and immediately dispose of any excrement left on any married quarters property by their dog or cat (stoop and scoop). Occupants vacating during the winter months, must submit a letter of intent indicating that a designated person will clean the yard. This letter must also be signed by the designated person, In the absence of a letter off intent, advance payment to CFHA to do this in the spring, is required.
- Where applicable, licences shall be purchased for all pets belonging to the household.

### **Pest control**

**71.** Pest control shall be undertaken only to protect the structure of the MQ. The HMO will not undertake pest control for skunks or other roaming animals, as well as insects outside the MQ. Occupants are encouraged not to feed wild animals because of the damage they may cause.

**72.** The HMO is responsible for the pest control of any infestation beyond the normal routine control of the occupant. After six weeks of occupancy, where it is proven that pests inside the MQ are the result of the occupant's negligence (i.e. poor housekeeping practices), the occupant shall pay all associated pest control costs.

73. An occupant who chooses to seek pest control treatment of their MQ as a routine preventive measure where no pest infestation exists shall pay all associated costs.

### **Trespassing**

74. The occupant shall not trespass on the grounds of their neighbours.

### **Noise**

75. The occupant shall not disturb the peace and/or comfort of their neighbours or of any person in any married quarters unit. Municipal by-laws shall be respected.

### **Guests**

76. The occupant is responsible for the behaviour of any guest invited into married quarters.

### **Firearms and Ammunition**

77. The possession, acquisition, use and movement of firearms and ammunition by individuals is regulated by the Firearms Act and Part III of the Criminal Code.

78. An occupant owning firearms and/or ammunition shall report to the Military Police and/or Local Policing Authority to obtain instructions on how these items are to be licensed and stored.

## CONDITIONS OF OCCUPANCY

\_\_\_\_\_,  
**Housing Management Office (HMO)**

I .....  
(Service Number)      .....  
(Rank)      .....  
(Name and Initials)      .....  
(Unit)

hereinafter called "the occupant" hereby agree that, upon allocation of the married quarter (MQ) located at ....., my occupancy and use thereof shall be on the terms and conditions outlined in this Conditions of Occupancy. I acknowledge that I have received a copy of the Conditions of Occupancy, version January 2001.

In cases where the Conditions of Occupancy are not adhered to by the occupant, the Canadian Forces Housing Agency (CFHA) shall take measures to rectify the situation. This may include, but is not limited to, advising the chain of command and/or invoking dispossession procedures against the offending occupant.

.....  
(Signature of Occupant)

.....  
(Date)

## CONDITIONS OF OCCUPANCY

\_\_\_\_\_,  
**Housing Management Office (HMO)**

I .....  
(Service Number)      ..... (Rank)      ..... (Name and Initials)      ..... (Unit)

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(Signature of Occupant)

.....  
(Date)