



Community Housing
University-Owned Rentals

Core Properties Tenant Handbook

May 1, 2017 to April 30, 2018

Official copy of
Rental Lease: Appendix A and B
community.housing.queensu.ca

EMERGENCY TELEPHONE NUMBERS (24 HOURS)

Campus Security – EMERGENCY	613-533-6111
Campus Security – NON-EMERGENCY	613-533-6733
Kingston Police	613-549-4660 or 911
Kingston Fire Department	613-548-4001 or 911
Kingston Ambulance	911

HEALTH, EMERGENCY AND CRISIS SERVICES

Queen’s Student Wellness Services	613-533-2506
Kingston General Hospital	613-549-6666 (24 hours)
Hotel Dieu Hospital	613-544-3310 (7 am to 7 pm, 7 days per week)
Poison Information Centre	1-800-268-9017 (Toll Free)
Sexual Assault Centre (SAC)	613-544-6424 (24 hours)
Kingston Detox Centre	613-549-6461 (24 hours)
Telephone Aid Line Kingston (TALK)	613-544-1771 (7 pm to 3 am)
Queen’s Chaplain’s Office	613-533-2186
Queen’s Human Rights Office	613-533-6886
Queen’s Walkhome	613-533-WALK (9255)
Telehealth Ontario (toll free)	1-866-797-0000
Addiction & Mental Health Services – KFL&A	613-544-4229 (24 hours)
Ontario Mental Health Helpline	1-866-531-2600

GENERAL

Bell Canada	613-310-2355
Bell Repair	611
Kingston City Hall	613-546-0000
Utilities Kingston	613-546-1181
Coinomatic (Smartcard – Laundry)	1-800-561-1972



Core Properties Tenant Handbook

Community Housing University-Owned Rentals

Office Hours

Community Housing, 169 University Avenue

open Monday to Friday, 9 am to 4 pm
accept telephone calls Monday to Friday, 8:30 am to 4:30 pm

Repairs and Maintenance

NON-URGENT REPAIRS

e.g. dripping taps, running toilets, pest control, broken screens, lighting problems
Submit an online maintenance request.

URGENT REPAIRS

e.g. overflowing toilet, flood, no power, lock problem lock out
Monday to Friday, 8:30 am to 4 pm **613-533-3155**

After-Hours Emergencies

Queen's Emergency Report Centre

Repairs **613-533-6080**
Lockouts, safety, security, thefts **613-533-6111**

NOTE: fees (call-in plus repair costs) will be levied for repairs required from tenant mishap.

General Enquiries

Community Housing Office **613-533-2501**
community.housing@queensu.ca Fax **613-533-2196**

Website

community.housing.queensu.ca

Privacy Statement

Community Housing only collects the personal information that is necessary to provide accommodations and related services. Personal information is only collected from the person to whom it pertains. Where it is necessary for us to collect information indirectly, for example credit checks or reference checks, we will obtain the individual's consent.

Personal information collected from the rental application form is used:

- To select appropriate accommodations for the applicant;
- To ensure the applicant is a student in good standing;
- To communicate with the applicant;
- To contact the emergency contact in case of an emergency.

Our complete privacy policy is available on our website.

Mission Statement

Community Housing

Queen's Community Housing exists to support the academic objectives of the University by providing an environment which fosters personal growth, promotes study, and encourages friendship. Community Housing strives to provide accommodation which is of good quality, of affordable price and with easy access to campus. This effort is put forth in order to create an atmosphere where academics can be foremost.

To accomplish this mission Community Housing has developed operational policies and practices to ensure that student, staff and faculty members living in University properties will be treated with respect, in an equal manner, and also to achieve the common goals of the Mission. It should also be noted that University rental properties are administered under the Residential Tenancies Act and complies with all municipal by-laws.

The mission of Community Housing cannot be achieved without the support and cooperation of the students living in University properties. There is also a responsibility of University tenants to respect fellow tenants, to act with tolerance for others in this living environment, and to respect the rules and regulations of the Service. The University Code of Conduct does apply.

The Community Housing Staff take an active role in enforcing the policies and practices of the Service. Office and field staff play a significant role in educating tenants of their rights and obligations. If any student feels that they have been treated in an unfair manner resulting from the policies or practices of the Service, it is recommended that the matter be raised with the appropriate Community Housing supervisor. Appeals of the supervisor's decision can be made to the Associate Director of the Community Housing Office. Further appeals can be made to the Director of Housing and Ancillary Services. University Grievance Officers may be approached for assistance at any step in the administrative process.

Table of Contents

THE LEASE IS COMPRISED OF **a** 2-page Lease;
b Tenant Handbook; Appendix A, Appendix B

ii	PRIVACY STATEMENT	6	Maintenance	13	Heating
ii	MISSION STATEMENT	7	Abandonment	14	Humidity and Mold/Mildew
iv	QUICK REFERENCE	7	No Release of Tenant’s Obligation to Pay Rent	14	Insurance
1	APPENDIX A Covenants, Terms and Conditions	7	Landlord’s Acceptance of Rent	14	Joint and Several Liability
1	Rental Unit	7	Unit Condition Report	14	Landscaping
1	Rent Payments	7	Outgoing Inspection	15	Laundry Facilities
1	Tenant’s Covenants	7	Frustrated Contracts Act	15	Lightbulbs
1	Rent	8	Entry	15	Lock Outs and Lock Changes
1	Utilities	8	Possession	15	Moving
2	Student Status	8	Landlord’s Liability	16	Move-in Procedures
2	Appliances	8	Notice to Terminate	16	Move-out Procedures
2	Notification of Damage	8	Binding on Heirs	17	NSF Cheques
2	Defects	9	APPENDIX B	18	Noise
2	Tenant’s Liability	9	Rules and Regulations	18	Paint
2	Drapes	9	Air Conditioners	18	Parking
3	Windows/Energy Conservation	9	Amendments to lease	18	Pets
3	Humidity, Mold/Mildew	9	Assignment	19	Reapplying
3	Inspect Premises	10	Barbecues and Hibachis	19	References
3	Use as Dwelling Unit Only	10	By-Laws	19	Rent
3	Alterations	10	Cable/Internet	21	Repairs
4	Signs	10	Common Areas	21	Roofs, Use of
4	Number of Tenants (Occupancy Limits)	11	Debts	22	Satellite Dishes
4	Parking	11	Disputes	22	Smoke Detectors, Heat Detectors, Carbon Monoxide Detectors
4	Parking for Tenants	11	Drains	22	Snow Removal – Tenants
4	Parking for Visitors	11	Environmental Considerations	22	Snow Removal – Landlord
4	Pets	11	Fire Alarms	23	Subletting
5	Sublet	12	Fires	23	Telephones
5	Cleanliness	12	Fireworks	23	Termination
6	Garbage	12	Fixtures	24	Throwing
6	Sidewalks	12	Floors	24	Vermin
6	Surrounding Lands	12	Furniture (liquid filled)	24	Water
6	Tenant Handbook	12	Fuses	24	Weapons
6	Landlord’s Covenants	12	Garbage	24	Windows
6	Quiet Enjoyment	13	Glass/Hardware	24	Wiring
6	Taxes	13	Grounds		
6	Utilities	13	Guests		
		13	Heat Detectors		

Quick Reference

Community Housing Resources related to the CORE Rental Property Group

Documents and Forms

community.housing.queensu.ca/new-tenants/other-tenant-related-forms

Maintenance Request Form

community.housing.queensu.ca/already-a-tenant/maintenance-requests

Application Forms

community.housing.queensu.ca/interested-in-community-housing/application-forms

Sublease Application Form

community.housing.queensu.ca/wp-content/uploads/2015/06/CORE_Subtenancy_Application.pdf

Tenant Handbook

community.housing.queensu.ca/interested-in-community-housing/leases-and-handbooks

Additional Appliance Request Form – Core Property

community.housing.queensu.ca/wp-content/uploads/2014/09/Appliance-Request-Form-CORE.pdf

Authorization Form – to give permission for someone to Act on your behalf

community.housing.queensu.ca/wp-content/uploads/2015/06/Authorization-Form.pdf

Pre-Authorized Debit Agreement Form

community.housing.queensu.ca/wp-content/uploads/2011/09/Pre-Authorized-Debit-Agreement-Form.pdf

Request Permission to Assign or Sublease Unit Form

community.housing.queensu.ca/wp-content/uploads/2015/06/Request-to-Assign-or-Sublease-by-Tenant.pdf

Pet Documentation Form

community.housing.queensu.ca/wp-content/uploads/2011/09/Pet-Documentation-Form.pdf

ADDITIONAL REFERENCE MATERIAL

Core Rentals – information about the core rental property group, reapplication process, etc

community.housing.queensu.ca/interested-in-community-housing/core-rental-application-process

Living in Community Housing – Adjusting to a new home is sometimes difficult. You can find tips on your unit and how to maintain it throughout your tenancy, by checking out our unit user guide.

community.housing.queensu.ca/already-a-tenant/tenant-resources-an-clachan/living-in-community-housing

Accommodation Listing Service

listingservice.housing.queensu.ca

Appendix A

Covenants, Terms and Conditions

RENTAL UNIT

- 1 The Rental Unit shall include the interior of the building only and shall not include decks, balconies, porches, roofs, patios or any other of the exterior appurtenances of the building or any of the land owned by the landlord immediately contiguous to the building, provided, however, that the tenant(s) shall have a right of way over said land and appurtenances during the period of the tenancy.

Use of basements, balconies and roofs of rental units is strictly prohibited.

Basements, where tenants have authorized access, are intended for use as storage space only – they are not suitable as living space.

RENT PAYMENTS

- 2 Rent payments are to be made payable to **QUEEN'S UNIVERSITY AT KINGSTON**, at the Office of **COMMUNITY HOUSING**, during business hours established for this purpose, or at such other place(s) as may be designated by the landlord.
- 3 In the event that any payment (cheque, PAD agreement) which has been tendered to the landlord in payment of rent or any other fee is returned N.S.F. or is dishonoured for any other reason by any financial institution, the tenant(s) shall be responsible for the payment/reimbursement to the landlord, plus any fees levied. (see NSF cheques)
- 4 University sanctions for outstanding debts shall apply to all debts owed to the Community Housing Office.
- 5 If the rent is paid by anyone other than the tenant(s) named in this lease, it shall be deemed to have been paid only on behalf of the tenant(s). R.T.A. S. 11
- 6 The interest on overdue accounts shall be at a rate of 12% per annum, simple interest.

TENANT COVENANTS

- 7 The tenant(s) covenant with the landlord;

Rent

- a to pay the rent promptly when due; (See *Rent*, Appendix B)
- b that the tenant(s) and each of them shall be jointly and severally liable for any and all expenses which may have been incurred with respect to the occupancy of the Unit, including, but without restricting the foregoing, the rent and utilities (if applicable). (See *Utilities 7d*, Appendix A, also *Debts*, Appendix B)
- c to pay garbage user fees applicable to the unit if imposed by the City of Kingston.

Utilities

- d to enter into an agreement with the appropriate utility supplier prior to taking possession of the premises (where applicable) and **to show proof of utilities contract prior to April 15 to Community Housing**. Should the tenant fail to open said utility agreement, the landlord may disconnect the utilities still in his/her name. Any unpaid charges for utility services for which

the landlord may be held liable shall be deemed to be the same as additional rent payable and the landlord shall have the same remedies as in the case of nonpayment of the rent. **Please note, where Tenants are responsible for the utilities they must be maintained and in good standing during the entire term of the lease.**

Student Status

- e** that the tenant(s) and each of them covenants that the Tenant(s) is or will be a registered student(s) of Queen's University when the Lease commences.

Appliances

- f** that no appliances other than those provided by the landlord are to be brought into and used in the Unit (such appliances include, but are not restricted to air conditioners, washers, dryers, refrigerators, mini fridges, freezers, space heaters) without prior approval from the landlord. In such cases where approval is granted, the landlord reserves the right to levy an additional charge for said appliances; fees paid are not transferable nor is the approval of the appliance to another unit/tenant; appliances provided by the landlord should be maintained in a clean, operable fashion (this includes any appliance bulb replacements as required), left plugged into outlets and refrigerators should be left running; any inattention to these obligations may result in costly damages for which the tenant shall be liable. Please complete and submit for consideration an Additional Appliance Request Form: Core Property.

Laundry machines (washer, dryer), dishwashers are strictly prohibited.

Only portable air conditioners (floor models on wheels) and oil filled space heaters will be considered for approval.

Note: requests for additional appliances are required each lease period.

Notification of Damage

- g** to notify the landlord promptly in the event of damage to the Rental Unit, including but not restricted to, damage caused by the tenant(s)' conduct or that of persons permitted on the premises by the tenant(s);

Defects

- h** to give the landlord prompt written notice of any accident or defect in the state of repair of the Rental Unit or its fitness for habitation and, without limiting the generality of the foregoing, to give prompt written notice of any accident or any defect in the water pipes, gas pipes, or heating apparatus, telephone, electric light or other wires, **smoke detectors**, fire alarms, fire escapes and locks;

Tenant's Liability

- i** to take all reasonable care to prevent damage to the Rental Unit either caused by the tenant(s)' conduct or by the conduct of persons permitted on the premises by the tenant(s);

DRAPES Proper curtains or drapes shall be properly hung in all windows. No alterations to curtain rods or substitutions thereof shall be made without written permission of the landlord. Any curtain rods removed shall be stored by the tenant and replaced by the tenant prior to vacating the premises.

WINDOWS, ENERGY CONSERVATION Tenants must take care to keep windows and doors closed and secured during windy, cold AND/or stormy periods so as to prevent damage to the landlord's or other tenant's property and to CONSERVE THE HEAT DURING THE HEATING SEASON. If the Tenant thinks that there is a problem with the heating system, they are required to inform the Landlord in writing and/or by submitting an online maintenance request.

HUMIDITY AND MOLD/MILDEW Notwithstanding the above, the tenant(s) shall provide adequate ventilation to prevent excessive moisture build up upon walls and windows. In particular, the tenant shall close the door to the bathroom and turn on the ventilation or open the window for 5 minutes after a steamy shower and also avoid excessively rapid boiling of water while cooking. The tenant shall wash all mold/mildew off all cleanable surfaces to prevent its accumulation. Mold/mildew is avoidable!

- j** to be liable for any damage done by reason of water being left running from the taps in the Rental Unit;
- k** to be responsible, to the satisfaction of the landlord, for prompt repair of damage to the Rental Unit or for the costs of repair of such damage to the Rental Unit caused by the tenant(s)' conduct or by the conduct of persons permitted on the premises by the tenant(s); damage to the Rental Unit is a breach of the Tenancy Agreement and may be cause for termination of the Agreement by the landlord;

Inspect Premises

- l** subject to the provisions of the *Residential Tenancies Act*, to permit the landlord to enter the Rental Unit and view the state of repair and make such alterations and repairs as necessary; **during the period when the landlord is making alterations or repairs, the landlord cannot be responsible for theft or damage to the tenant's personal items or possessions, tenants are advised to take the precautions necessary to ensure safety of their possessions;** (see also Appendix A, 17, and *Insurance, General* section)
- m** the tenant gives the landlord or representatives unrestrictive access without prior notice, to the basement mechanical room or apparatus which have the potential to affect other units in the building and access is gained through the said rental unit.

Use as Dwelling Unit Only

- n** to use and occupy the Rental Unit as a private dwelling unit only, and not to carry on or permit to be carried on therein any trade or business and not to do or permit to be done in the Rental Unit anything which may be annoying to the landlord or which the landlord may deem to be a nuisance to or disturbance of the occupiers or owners of the adjoining lands or premises or by which the insurance on the premises may be increased;

Alterations

- o** not to make alterations of any kind, including but not restricted to extra telephone connections, shower heads, bidets, ceiling fans, paint, wallpaper, locks (interior or exterior) (See Appendix B, Lock Outs and Lock Changes), gas or light fixtures, radio and TV Antenna; satellite dish (See Appendix B, Satellite Dishes); should the tenant(s) undertake such alterations without first obtaining the written permission of the landlord, the tenant(s) **will be required to restore the unit immediately to its original colour/condition and will be held liable for costs that may be incurred.** Please note, only free standing shelving units (book cases, tv stands, etc.) are permitted. TV wall hanging brackets are not permitted.

- p** not to drill or otherwise make holes in walls, ceilings, doors or floors of the Rental Unit, nor to attach fixtures of any kind without first obtaining the written permission of the landlord; provided however that, where such permission has been obtained, the tenant(s) may remove the tenant(s)' fixtures where such removal may be and is done without injury to the Rental Unit;

Signs

- q** not to affix or inscribe signs, advertisements, notices or illumination of any kind upon any part of the outside of the Rental Unit visible from the exterior, except with the written consent of the landlord;

Number of Tenants

- r** that no persons other than the person(s) signing as tenant to this lease (except the children of the tenant or other registered occupants) shall reside in or occupy the Rental Unit hereby demised and that any increase in the number of tenants/occupants in the Rental Unit beyond the number which have signed this Lease Agreement shall constitute a breach of the terms hereof; **there is a limit set on the number of occupants allowed in each unit which is based upon the size of the dwelling; occupancy policies are set in compliance with City By-Laws.**

Parking

Parking for Tenants

- s** there is a limited number of active parking spaces available for Tenants. Parking privileges apply only to the person issued the parking permit hang tag. Parking permit hang tags may only be used in the appropriate tenant designated parking areas for this property group, CORE. Where this privilege is granted, it is not transferable to another vehicle, person and/or property group eg., An Clachan, John Orr Tower. All vehicles must be registered with Community Housing and must display a valid parking permit hanger in the vehicle window at all times. License plate numbers and proof of registration must be submitted to the Community Housing Office. Tenant designated parking lots and driveways are monitored weekdays, Monday to Friday from 7 am to 5 pm.

Parking for Visitors

We do not have visitor parking in our tenant designated lots. The options are on-street parking (as indicated on signage), there is pay and display parking on Earl Street beside the ARC which allows an hourly rate, or there is underground parking at the ARC.

Pets

- t** student housing is a diverse community of students and their families. All tenants are expected to respect the rights of other tenants to live in a peaceful environment that is conducive to studying.
- 1** Any domestic pet or animal, bird, fish or reptile brought into or kept in the building is the responsibility of the tenant. The tenant is responsible to ensure that any pet or animal is quiet and does not disturb other tenants in any way.
- 2** All expenses incurred as a result of having a pet are the responsibility of the tenant, including, but not limited to the rental unit, other persons and their property.
- 3** The landlord may seek a court order removing the TENANT if the animal or pet causes noise, odour, dirt, or damage of any sort to the premises, disturbs the quiet enjoyment of other tenants, is a threat or perceived threat to the safety of the other tenants or landlord or its agents.

- 4 All municipal by-laws and provincial statutes regarding pet behaviour in public and private areas apply. Dogs and cats must be licensed in the municipality, be active in a current flea program, and have all appropriate vaccinations up-to-date and verification must be provided to the Community Housing Office.
- 5 All tenants with cats or dogs should obtain and produce verification of third party liability insurance covering possible damage or costs.
- 6 Any excrement must be immediately cleaned up and disposed of in an appropriate manner. Tenants are reminded that they should scoop when their dogs are around any university property.
- 7 No dogs or cats are allowed in any hallway, common area or grounds without a leash.
- 8 All carpets supplied by the landlord will be professionally shampooed at the end of a tenancy agreement for the health of subsequent tenants and more often if the landlord determines it is necessary and at the tenants sole expense.
- 9 Notwithstanding the foregoing, if any pet has been kept in the unit, whether or not with the knowledge of the landlord, at the end of the term of tenancy the tenant(s) shall be liable for extra clean-up costs, including, but not restricted to, the costs of necessary fumigation (THIS IS NOT A FEE TO BE PAID IN EXCHANGE FOR KEEPING A PET)
- 10 Any pet causing an allergic reaction to another tenant or the landlord must be removed.
Note: the Kingston Humane Society will be notified of any animals that are found unattended on Queen's property (owners incur any costs).

Sublet

- u** not to assign or sublet without advanced written permission of the landlord. Please complete and submit "The Request Permission to Assign or Sublet form ". Tenants should familiarize themselves with the terms/process/procedures related to this request as provided on the Community Housing website. In addition the tenant(s), understand that;
 - submission of the request form does not constitute permission to conduct a sub-tenancy or assignment
 - that a fee will be applied for each additional inspection that is required to achieve a passing inspection of the unit.

Cleanliness (see also – Appendix B – Move-Out Procedures)

- v** to keep clean floors, fixtures, appliances, carpeting, etc. to prevent abnormal wear or deterioration during the tenancy and to return the premises at the end of occupancy in a condition of cleanliness, professional fumigation, shampooing of carpeting, sanitize to prevent an allergic reaction from future tenants or their guests, and repair suitable for immediate re-rental with all furniture and refuse removed. If, upon the termination of this lease, the Rental Unit is not left in a clean and tidy condition, the tenant(s) shall indemnify the landlord for the landlord's cleaning costs in putting the Rental Unit in a state of ordinary cleanliness.

The tenant(s) shall be responsible for the costs of cleaning all or part of a unit to eliminate odours from smoking, cooking, pets, but not limited to such including the cost of replacing carpets where there is a persistent and objectionable odour in the landlords sole opinion.

- w** to keep the yards, driveways and porches tidy and free from litter (please see **Garbage** below and also Appendix B). The tenant(s) shall indemnify the landlord, for the costs of such clean-up, removal, disposal.

Garbage

- x** not to allow any ashes, refuse, garbage or any other loose or objectionable material to accumulate in or about the building, yards or passages of the Rental Unit and will at all times keep the said premises in clean and wholesome condition, and shall, immediately before the termination of the term hereby created, clean the floors, windows and woodwork of the premises and remove all the tenant(s)' property and all garbage; all garbage is to be tightly wrapped and set out for collection as required by the City and as directed by the landlord or its staff; failure to do so will result in fines levied; (See Appendix B, *Garbage*).

Sidewalks

- y** to keep the sidewalks in front and at the sides of the premises free of snow and ice;

Surrounding Lands

- z** not to permit or do anything damaging to the lawns, shade trees, shrubbery, hedges or any other tree or plant which may be in, upon or about the said Rental Unit, and shall not permit parking of vehicles on the lawns at the front or sides of the Rental Unit; and

Tenant's Handbook

- aa** to comply with municipal by-laws and to permit the landlord to take any action necessary to remedy the breach of such municipal by-laws and to comply with the policies of the landlord applicable to the Rental Unit as set out in the **Core Properties Tenant Handbook** (a copy of which the tenant acknowledges having received and read);
- ab** to pay any garbage surcharge which may be imposed by the Municipality on the Rental Unit over and above the standard garbage tax.

LANDLORD COVENANTS

- 8** The landlord covenants with the tenant(s):

Quiet Enjoyment

- a** to make a reasonable effort to contact the tenant(s) when showing the unit to prospective tenants between the hours of 8 am and 8 pm in accordance with section 26 of the Residential Tenancies Act;
- b** for quiet enjoyment as described in section 22 of the Residential Tenancies Act;

Taxes

- c** to pay all municipal taxes including assessments for local improvements, if any, which during the said term may be charged upon the Rental Unit or upon the landlord or tenant(s) in respect thereof;

Utilities

- d** to pay all charges, if any, levied against the Rental Unit which are not otherwise paid by Lessee(s) in accordance with paragraph 6 of this lease;

Maintenance

- e** to maintain the Rental Unit in a good state of repair, fit for habitation during the term of the lease, and to comply with health and safety standards including any housing standards required by law, notwithstanding that any state of non-repair existed to the knowledge of the tenant(s) before this lease was entered into.

ABANDONMENT

- 9** The tenant further covenants and agrees with the landlord that, in case the premises shall be vacated or abandoned, the landlord, in addition to all other rights hereby reserved to the landlord, shall have the right to enter the same either by force or otherwise without being liable for any prosecution therefore, and to re-let the premises and to receive the rent therefore; PROVIDED that if the rent hereunder is overdue and the premises are vacant or abandoned the landlord shall be entitled to take immediate possession thereof.

NO RELEASE OF TENANT'S OBLIGATION TO PAY RENT

- 10 RENT DUE AFTER EVICTION** In the event of the tenant(s) being evicted for breach obligations of this agreement, the tenant(s) shall continue to be responsible for the rent and utilities (if applicable), for two rental periods from the date the eviction order is issued or until the end of the term in the case of a fixed tenancy (as though the tenant(s) gave proper notice to vacate that day). The landlord shall endeavour to re-rent the premises to mitigate the tenant(s) loss.

Nothing in this lease contained and no entry made by the landlord hereunder shall in any way release the tenant(s) from payment of the rent hereby reserved during the term hereof beyond such sum as may be realized by the landlord by the re-letting hereinbefore allowed.

LANDLORD'S ACCEPTANCE OF RENT

- 11** The acceptance by the landlord of arrears of rent or compensation for use or occupation of the Rental Unit after notice of termination of the lease has been given shall not operate as a waiver of the notice or as a reinstatement of the lease or as a creation of a new lease unless the parties so agree.

UNIT CONDITION REPORT (see also Appendix B – Move-In Procedures)

- 12** The tenant(s) shall examine the Rental Unit and, unless the tenant(s), within seven (7) days of receiving the keys for the Rental Unit, furnishes the landlord with a completed Unit Condition Report (issued at the same time as the keys to the Rental Unit) specifying any defect in the construction or condition of the Rental Unit or otherwise, then the Tenant(s) shall conclusively be deemed to have examined the Rental Unit and to have found it in good order. The Tenant(s) agrees that there was no promise, representation or undertaking by or on the part of the landlord with respect to any alteration, remodeling or decoration, or installation of fixtures in the premises, except such, if any, as is expressly set forth in this lease.

OUTGOING INSPECTION (see also Appendix B – Move-Out Procedures)

- 13** When all articles have been removed from the Rental Unit at the end of the term of this Lease, a final inspection will be completed by the landlord or the landlord's agent. Tenants may wish to be present.

FRUSTRATED CONTRACTS ACT

- 14** Provided that, in the event of damage by fire, lightning or tempest, rent shall cease until the Rental Unit is rebuilt, and the *Frustrated Contracts Act* shall apply to this lease.

ENTRY

- 15** Provided that, within 60 days of the termination date of this lease, or upon notice of termination of the lease being given or upon the premises being offered for sale, the landlord shall have the right, at reasonable times, after twenty-four hours of notice of entry is given, to enter and show the Rental Unit to prospective tenants or purchasers; otherwise, except in cases of an emergency, the landlord shall not exercise a right to enter the Rental Unit unless the landlord has first given written notice to the tenant(s) at least twenty-four hours before the time of entry which shall be during the daylight and at the time specified in the notice.

POSSESSION

- 16** If the tenant(s) are obliged to vacate the demised premises on or before a certain date and the landlord has entered into a lease with a third party to rent the said premises after such date and the tenant(s) fail to vacate the said premises, thereby causing the landlord to be liable to such third party, then the tenant(s) shall, in addition to any other liability hereunder, indemnify the landlord for all losses suffered by reason of the tenant(s)' failure to vacate.

LANDLORD'S LIABILITY

- 17** The landlord shall not be liable for any injury to or *death* of persons or loss of or damage to any property wherever or however such injury, *death* or loss or damage shall have occurred; in particular, without restricting the generality of the foregoing, the landlord shall not be liable for any injury to or *death* of persons or loss of or damage to any property at any time in the Rental Unit or building or in or on the exterior including, but not restricted to, injury, *death*, loss or damage caused by or resulting from theft, burglary or vandalism or from fire, smoke, electrical wiring, gas, water, steam, waterworks, rain, ice or snow which may leak into, issue or flow from any part of the building or the exterior appurtenances of the building or the land immediately contiguous to the building of which the Rental Unit hereby leased is a part, or from the pipes or plumbing works of the same or from any other place or quarter, damage has occurred as a result of the negligent act, omission or delay of the landlord, its directors, officers, employees, agents, or contractors.

(GIVEN THAT THE TENANT(S) MAY BEAR THE RESPONSIBILITY FOR INJURY AND DAMAGE, IT IS STRONGLY RECOMMENDED THAT THEY OBTAIN APPROPRIATE INSURANCE COVERAGE).

NOTICE TO TERMINATE

- 18** Should the landlord require the Rental Unit for its own purpose, then the landlord may terminate the term herein demised by delivering to the tenant(s) a notice in writing four months (120 days) prior to the date upon which the landlord requires possession of the premises, either by delivering the notice personally to the tenant(s), or by posting such notice on the door to the premises, and the tenant(s) agrees to deliver vacant possession to the landlord upon the date specified in such notice.

BINDING ON HEIRS, ETC.

- 19** It is agreed between the parties hereto that every covenant, provision and agreement herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and that all covenants herein contained shall be construed as being joint and several and that, when the context so requires or permits, the singular number shall read as if the plural were expressed.

Appendix B

Rules and Regulations

The rules and regulations and obligations of both parties set forth in this Appendix B are incorporated as part of the lease.

AIR CONDITIONERS

Air Conditioners (See Appendix A, Appliances)

No appliances other than those provided by the landlord are to be brought into and used in the Unit without prior approval from the landlord. Please complete and submit for consideration an "Additional Appliance Request Form: Core Property". Note – only portable floor model air conditioners will be considered for approval. In such cases where approval is granted, it is understood that the approval is for the lease period during which the request was received. The landlord reserves the right to levy an additional charge for said appliances; fees paid are not transferable nor is the approval of the appliance to another unit and/or tenant. The Tenant(s) will remove all approved additional appliances from the unit/property at the end of the lease at own expense, including where the tenant chooses to sell the appliance(s) to the next tenant(s) of the unit (i.e., vacant possession is required). Any additional appliances that are left will be removed at the tenant's expense; Damages or service calls related to the use of additional appliances will be invoiced back to the Tenant(s). Any tenant that installs and/or uses an air conditioner in their unit without first obtaining permission from Community Housing may be required to remove the air conditioner and/or charged the full charge for its use during the lease period.

AMENDMENTS TO THE LEASE

Subject to any provision of the lease to the contrary, the landlord shall have the right to amend the rules and regulations or to make such other rules and regulations as may, from time to time, in the landlord's judgement, be necessary.

ASSIGNMENT (see Subletting)

Assignments are considered in exceptional circumstances only for Rental Units in the University District (Core). Please check with the Community Housing Office for more information. Where granted, the change of tenancy generally requires a minimum of two weeks (for processing of paper work, setting up inspections, etc.); please plan accordingly. The tenant(s) may be charged reasonable costs incurred by the landlord for allowing the assignment. The Assignee(s), where approved by Community Housing, acknowledges and agrees that an application must be submitted in accordance with Community Housing policies in order to be considered for a new lease at the conclusion of the assignment agreement. The Assignee(s) further acknowledges and agrees that, if a new lease is offered, rent for the new lease will be at the new market rent as determined by Community Housing.

Please familiarize yourself with the assignment process found on the Community Housing website.

BARBECUES AND HIBACHIS (SEE FIRES)

No propane/gas/charcoal barbecues, hibachis, open flames or items which are a potential fire hazard are permitted in the unit or on the balconies or the roofs of the building. Barbecues, hibachis or charcoal fires must not be used on the lands immediately surrounding the building within 10 feet from the outside wall of the building. All such items must be properly stored when not in use. Coals and ashes must be disposed of in a safe manner. **BBQ's, butane and/or propane cylinders are strictly prohibited from being stored/used inside a rental unit, if found, they will be removed immediately, and followed up with appropriate sanctions as permitted under the RTA up to and including early termination of tenancy.** Community Housing may, at its sole discretion, require the removal of all barbecues from the grounds surrounding the buildings.

BY-LAWS

Tenants are expected to abide by any City of Kingston By-Laws relevant to their occupancy of the Rental Unit; in particular, but without restricting the generality of the foregoing, Kingston By-Law #2004-52 prohibits excessive noise twenty four (24) hours a day.

The University supports and is bound by the Municipal By-laws, Provincial and Federal law. Offences, such as underage drinking, disturbing neighbours, vandalism, theft, and possession of illegal substances will be reported to the authorities.

CABLE/INTERNET

Tenants are responsible for arranging hook up of telephone, cable, and/or internet service as applicable. The tenant must arrange a time for the installation when they are home as facilities staff will not be dispatched to unlock the unit/attend to the service technician. Appointments should be arranged to occur between 8 am and 4 pm Monday to Friday. Should the service technician require access to a communications closet, they are to be instructed to report to the Facilities Control Centre (Vic Hall) to sign for a key and contractor badge. Maintenance staff will assist only in extraordinary circumstances as their schedule allows.

COMMON AREAS

Tenants and guests using common areas, halls and passageways, facilities, and amenities of the property and building must abide by the Rules and Regulations governing the use of this space. The building and its environs must be kept neat and clean. Particular care must be taken to remove soil from street shoes and/or boots and to avoid staining and damage from material tracked in from outside. Tenants are responsible for keeping the yards, driveways and porches tidy and free from litter. (See Garbage)

Shared common areas and (surrounding areas where sounds of voices, music, etc. would carry) must be used with respect and consideration for neighbours. Quiet enjoyment is a priority for all residents of a neighbourhood.

Pursuant to the Fire Marshal's Act, tenants must refrain from obstructing halls, stairways and exits to the building, either physically or by accumulating paraphernalia. Tenants must keep halls, stairways and other areas clean and free from mats, shoes, bikes, boxes, furniture garbage, recyclables, etc. Staff will dispose of all items found in the hallways without notice and reserves the right to attribute costs of such removal/disposal of items to the tenant(s).

Reference Appendix A, Page 1 Rental Unit

DEBTS (see Appendix A – 7b)

In accordance with the University Senate regulations, marks and transcripts will be withheld until outstanding debts to the University have been paid. The Community Housing office will take appropriate action, including legal proceedings, submission to a collection Agency and/or eviction against any tenant who has a debt owing to the *Department*. All expenses associated with the collection of outstanding accounts, including legal fees, are the responsibility of the debtor. **If one party under the lease does not honour his/her obligations, all parties are responsible for the debt (see Joint and Several Liability).** Interest is charged on outstanding accounts at the rate of 12% per annum (simple interest).

DISPUTES

The landlord's decision in any dispute between tenants with respect to the use of the unit/building shall be final.

DRAINS

The tenant is responsible for all clogged drains and toilets. This includes charges for repairs and/or after hour call-ins. No garbage, refuse, sanitary napkins, tampons or disposable diapers are to be flushed down the toilet or allowed to enter the drainage system.

ENVIRONMENTAL CONSIDERATIONS

Please note that many of the buildings are older in nature and it is impossible to ensure that noise and air penetration will not occur in apartments or row housing. In some of the smaller apartment buildings (converted houses) the forced air heating supply is mixed at the furnace. If tenants or their guests smoke it will likely penetrate all the units. Consideration for neighbours assists with this problem, but, **prospective tenants should consider whether smoke, pet allergies, noise and cooking odours are issues for them before leasing units.**

FIRE ALARMS

Tampering with fire equipment such as but not limited to, smoke detectors, pull stations, etc is not only a breach of the law, but it affects the safety of everyone concerned. **Please note that a fine of approximately \$300 (and up-subject to notice) would be levied against any person causing the Fire Department to come onto campus due to a false alarm. In addition, could result in sanctions as permitted under the Residential Tenancies Act such as termination of your tenancy for jeopardizing your safety and that of others.**

Fines associated with, but not limited to Ontario Fire Marshall's Office, Kingston Fire Department, and may include any after hour or call-in charge levied by Community Housing.

Please note: in the case of actual fires, there are many charges that will be attributed to the person(s) or unit shown to be responsible. **Charges may include, but not limited to, fire calls (\$300 and up – subject to change without notice),** resulting damages, etc.

FIRES

In the case of fire shout: **Fire! Fire! Fire!** Alert everyone in the building. Always use the stairs (where applicable) to exit the building. Use your hands to check for heat on all doors before opening them. If the doors are hot, do not open them. If your unit door is hot, stuff wet rags at the bottom of the door and wait for help. Close all windows.

If a fire starts in your unit and if you are not absolutely sure that you can extinguish it, leave the unit and be sure to close the door. Pull the fire alarm on the wall (where applicable) to alert the whole building. If it is not safe to leave the building, stay in your unit and wait for rescue.

No barbecues, hibachis, charcoal fires, open flames or items which are potential fire hazard (including, but not restricted to natural Christmas trees) are strictly prohibited in the unit or on the balconies, or roofs of the building. Barbecues, hibachis or charcoal fires, where such appliances have been approved for use by Community Housing, must abide by the terms for safe use (30 feet from the building) and properly stored when not in use.

Cooking facilities should never be left unattended while in use.

BBQ's butane and/or propane cylinders are strictly prohibited from being stored/used inside a rental unit. If found, they will be removed immediately and followed up with appropriate sanctions as permitted under the RTA up to and including early termination of tenancy.

FIREWORKS

For all Queen's University Rental Units: There is no field or other safe area to set off fireworks.

FIXTURES

Tenants may not drill or otherwise make holes in walls, ceilings, doors or floors of their unit, nor attach fixtures of any kind without first obtaining the written permission of the landlord.

FLOORS (See Move-Out Procedures, Appendix B)

FURNITURE (Liquid Filled)

Liquid filled furniture must not be used nor brought on the premises except with the written consent of the landlord, which consent may be arbitrarily withheld, or, once given, may be withdrawn without cause by the landlord or its agents. Proof of insurance must be submitted to the Housing Service with the written request to have liquid filled furniture.

FUSES

Tenants are responsible for replacing fuses (usually 15 amp.) within their unit but not in common areas. If fuses or circuit breakers blow regularly, the tenant is responsible for notifying the landlord by submitting an on-line maintenance request.

GARBAGE

The Tenant(s) is responsible for proper storage and disposal of their garbage and recyclables. Garbage (waste) and recyclable materials must be placed out as provided by the City of Kingston. The Tenant(s) will be charged for pick-up and disposal each time the landlord has to tend to garbage and/or recyclables that were placed out at improper times and/or fashion.

For pick-up schedules and guidelines on how to put your waste/recyclables visit

www.cityofkingston.ca/residents/waste

Missing a recycle bin (blue, grey, green)? Contact the City of Kingston –

www.cityofkingston.ca/residents/waste/recycling

Over the 1 bag garbage limit and needing to purchase a bag tag? You can purchase on-line from the City of Kingston - <https://www.cityofkingston.ca/pay>, scroll down to "Purchase Garbage Bag Tags"

GLASS/HARDWARE

All glass, locks, hardware, and trimming in or upon the unit must be kept whole and operable. Replacement and/or repairs of windows, screens or doors must be made to the satisfaction of the Housing Service at the tenant's expense.

GROUNDS (See Appendix B, Landscaping)

In a 'Queen's Student House' tenants do not gain possession of the property surrounding the unit. Right of passage to and from the dwelling is given to tenants. However, tenants (and those using this area) are required to keep the grounds free of garbage and debris and to keep the sidewalks in front and at the sides of the premises free of snow and ice. (Refer to *COMMON AREA* – Appendix B – page 10.)

The tenant, his/her family, employees and guests may only use the lawns, gardens, walks, porches, balcony and playgrounds within the area owned by the landlord in a quiet and proper manner. Care must be taken not to damage in any way the grass, shrubs, flowers or trees on these grounds. Due regard must be extended to the comfort and convenience of other tenants. Upon being requested to do so, the tenant must desist from any course of conduct considered objectionable by any agent of the landlord. (See Appendix B, *LANDSCAPING*.)

GUESTS

Overnight guests/visitors (e.g. visiting family) are permitted for short durations (1 week or less). Permission must be received from the landlord before guests are able to stay for longer than one week. Occupancy limits apply.

Responsibilities of the occupants, maintenance requests and procedures must be explained to all guests-especially those for whom English is not their first language. Tenants are responsible and accountable for their guests

HEAT DETECTORS

Refer to Appendix B – *Smoke Detectors, Heat Detectors, Carbon Monoxide Detectors*

HEATING

Heating systems are not in operation from June 1 to September 15. Every unit shall be provided with a heating system capable of maintaining a temperature of 21.1C (70F). **Any problems with the heating system should be reported to Community Housing via an online maintenance request and/or by phone the main office during office hours or if outside of office hours report to the Emergency Report Centre.** (See Community Housing telephone numbers and office hours

at the beginning of the handbook). During the heating season (September 15 to May 31), the tenant(s) is required to inform the landlord when the Rental Unit will be vacant for 48 hours or more. **The tenant understands that it remains their responsibility to ensure that the unit is checked regularly. Should something happen such as, but not limited to, a break-in, a freeze-up where you experienced loss of valuables or damage to the unit, you as the tenant would remain responsible.** It's best practice to make arrangements for a friend to check on your unit. (TIP: Tenant Insurance – you may be insured under your parent's homeowner's insurance plan; if not, tenants' insurance is available. There are insurance agents listed in the yellow pages of the phone book). **The thermostat should be kept at a minimum of 15 degrees Celsius during the heating season and must never be turned off. Tenant(s) are not to tamper with the heating system. Failure to comply will place their tenancy in jeopardy.** To ensure proper heat flow, tenants must keep furniture from blocking the front of rads e.g., desks, mattresses, beds, etc; Curtains will provide warmth provided they are hemmed above the rads; Windows must be completely closed.

Note 1. If thinking of using a space heater, submit an extra appliance request form – ONLY oil filled electric heaters will be permitted.

Note 2. Where the Tenant is responsible for the utilities, a utilities contract must be established and maintained for the entire lease term.

HUMIDITY AND MOLD/MILDEW (See Appendix A, 7.i.)

INSURANCE

The Community Housing office insures only the building (see Appendix A. 17. – Landlord's Liability). Please note: if a fire, for example, is caused by tenant's neglect (e.g., a stove fire), the cost of repairing the building may be at the tenant's expense. We cannot insure your personal belongings. You should make every effort to ensure that you have adequate property and liability coverage in case of fire, theft, or accident; such coverage should include personal belongings including household items, food in freezers/refrigerators, bicycles, tape decks/CD's in cars, etc. You may be insured under your parents' homeowner's insurance plan; if not, tenants' insurance is available. There are insurance agents listed in the yellow pages of the phone book.

Be aware of the terms of your policy covering time that you are away on visits or holidays. There is usually a requirement to have someone checking the unit on a regular basis – every 48 hours. Otherwise, loss of valuables or damage to the unit may not be covered. Having a friend pick up mail and check your unit may be all that is required.

JOINT AND SEVERAL LIABILITY

All parties signing a lease are responsible for any debt incurred from that tenancy. Regardless of which individual household member may have defaulted on payment or caused the charge, all tenants are considered as liable until the account is paid. University sanctions and debt collection procedures are applied to all tenants included on the lease

LANDSCAPING

Tenants are not allowed to make alterations to the grounds without written permission of the landlord (this includes gardens, flower beds, etc.)

LAUNDRY FACILITIES

Coinamatic maintains the laundry facilities in all Community Housing properties. A Smart Card system is used wherein smart cards must be loaded with cash credit. There are card loading centres in the basement laundry room at 153 Alfred Street, or in the John Deutsch University Centre (JDUC) outside of the retail outlets ground floor (credit card, debit accepted).

Laundry facilities are located in the basement of 142 Albert, 153 Alfred, 170 Barrie.

Laundry room hours. The laundry rooms are locked 24/7 and accessible by using a key. Consideration should be given to the time of day laundry facilities are used to be considerate of tenants who may reside in these buildings as noises do carry. Tenants are asked to use the laundry rooms between the hours of 8 am and 10 pm only (last load should be in a machine no later than 9:30 pm).

Laundry left in machines. Please ensure prompt removal of your clothing from the machines so other tenants may have use of them.

Items left in the laundry room are left at the tenant's own risk.

Washer, Dryer, Smart Card Re-Load Station Not Working, or Smart Card is defective. If ever you find that there are laundry machines (washer/dryer) need repair, the card re-load station is malfunctioning, or you have a defective smart card, please notify Coinamatic by calling 1-800-561-1972 or customercare@coinamatic.com.

LIGHTBULBS

Tenants are responsible for purchasing and replacing any lightbulbs (within the unit (apt/house), including any appliance lightbulbs). Tenants are not responsible for light bulb replacement in common areas outside of their own apartment/building.

LOCK OUTS AND LOCK CHANGES

It is extremely important that tenants keep their keys on their person at all times. Entry doors, regardless of how they are found when staff attend, are always to be locked when staff leave (e.g. after addressing a work order request). Calls requesting access will result in a service charge and possibly other charges (see below).

Tenants may not add, change or alter locks on any doors including but not limited to exterior doors, bedroom doors, and storage rooms (see Appendix A – 7.o.). Installation of lockable latches, deadbolts, locking chains, keyed knobs, etc. is strictly prohibited.

There is a charge for lock outs, lock changes and also for key replacement. This includes lockouts which require the landlord to give access to the unit. When a tenant is locked out of a unit and requests assistance, the lock will normally be replaced. There is no opportunity for refund of these charges once a lock change has been initiated, i.e. if the keys are found after the fact.

MOVING

The tenant's furniture and chattels shall be moved in and out of the Rental Unit only at the times and in the manner prescribed by the landlord (generally within daylight hours).

Damages to the landlord's property resulting from such moving furniture and belongings will be at the expense of the tenant.

MOVE-IN PROCEDURES

Move-in is permitted as specified by the Community Housing Office beginning at 3 pm on the first day of the new leasing agreement. This means, that no items may be brought into the building common areas and/or unit prior to this date/time. All required paperwork must be completed and leases or subtenancy/assignment agreements signed by all parties before move-in. If the incoming tenants wish to begin their tenancy under circumstances that prevent a final outgoing inspection (landlord's vacant possession), a waiver must be signed before agreements are completed. After all leasing agreements have been signed by all parties, keys may be picked up at the Community Housing Office. Tenants in Core units receive an outside door key for houses, and an apartment key plus an outside door key for apartment units. Each tenant also receives a key to the laundry facilities. Keys are issued on a one set per tenant basis, spare sets are not issued. All key sets for a unit are signed out as one package, e.g. if there are five tenants in a unit, five sets of keys in total will be issued however they will all be issued together in one package to one tenant of the unit on behalf of all tenants residing in the unit. Within the first seven days of signing out the keys for a new tenancy, a Unit Condition Report must be completed by the tenants and returned to Community Housing. This report provides a record of the condition of the unit at move-in and is used for comparison at the move-out inspection.

New tenants should note any deficiencies found in the unit. If there are problems of a major nature (e.g. roof leaks, doors not locking/securing properly, etc.), Community Housing should be notified immediately in addition to recording the information on the Unit Condition Report. All other problems should be recorded on the form. In the case of sub-tenancies, no final inspection is conducted by Community Housing. The terms of this specific agreement require that the tenant is responsible for the condition of the unit when occupied by the sub-tenant. If sub-tenants have concerns about the cleanliness of a unit at move in they should contact the tenant with whom they made the sub-tenancy agreement. Regardless of the condition of the unit at the time of the agreement, both tenant and sub-tenant are responsible for leaving the unit in a condition suitable for immediate occupancy – clean, undamaged and with all personal contents removed.

It is important to check your lease for the tenant's responsibility for ANY or ALL utilities for a particular unit. Some Tenants in the Core area are responsible for entering into a Utilities Kingston contract for the entire lease term which will include gas, electricity and water. Arrangements for these services must be completed prior to moving in. Proof of this arrangement must be provided to Community Housing no later than 4 pm April 15th. Tenants are responsible for maintaining these services in good standing during the entire term of the lease agreement.

No extra appliances (e.g. space heater, washer, dryer, dishwasher, air conditioner, freezer, etc.) may be brought into the unit without the written permission of the landlord.

Please refer to your **Unit User Guide** for tips on maintaining your unit. For your convenience a PDF copy is provided on the Community Housing website, under CORE Rentals, Tenant Resources.

MOVE-OUT PROCEDURES

Move-out time is 12 pm NOON (not midnight) on the last day of the tenancy.

Tenants are responsible for leaving their Rental Unit fit for immediate occupancy by the new tenant; clean, undamaged and with all contents removed. Move-out information is hand delivered to tenants well in advance of their move-out as well as being made available on the Community Housing website under your property group "Core Rentals". Please familiarize yourself with this information. Tenants are strongly encouraged to maintain a regular cleaning schedule in the

Rental Unit for the lease period as doing so will ensure the unit is in good condition and will facilitate cleaning at lease end. Any costs resulting from cleaning or damages will be attributed to the outgoing tenant(s); it is not unusual to see bills in the \$500-\$1000 range for move-out cleaning when there has not been proper attention to cleaning throughout the lease period and at lease end. Community Housing will pursue and take legal action against any tenant who leaves an outstanding debt. In accordance with University Senate regulations, marks and transcripts will be held until such debts are paid. Tenants should also be aware that all expenses associated with collecting outstanding accounts are the responsibility of the debtor. This would include lawyer's fees.

Your UNIT must be vacant and KEYS returned to the Community Housing Office as a complete package no later than NOON on the last day of your tenancy. In the event that you are moving out during non-office hours, keys must be labeled and dropped through the mail slot of the Community Housing Office door at 169 University Avenue. If the unit is not vacant by NOON on the last day of your tenancy, holdover charges will follow. Such charges may include an administrative charge of \$50, plus \$20 for each hour late, rent for each day holding over, and any legal costs incurred by the landlord as a result of your late move. In addition, keys not turned in by NOON will prompt an invoice to the outgoing tenant for a lock change plus a charge per key. Remember, keys must be returned as a full package (i.e. all issued keys to the unit returned together) to the Community Housing Office only. The Housing Office is responsible to sign the keys out to the new tenants.

In the case of subtenancies, an inspection may be required as part of the approval process for sublet however, no final inspection is conducted by Community Housing prior the subtenant taking occupancy. The terms of the sublet agreement require that the tenant is responsible for the condition of the unit when occupied by the subtenant. If subtenants have concerns about the cleanliness of the unit at move-in they should contact the tenant(s) with whom they made the subtenancy agreement. Regardless of the condition of the unit at the time of the sublet agreement, both tenant and subtenant are responsible for leaving the unit a condition suitable for immediate occupancy, clean, undamaged and with all personal contents removed.

Moving Early? – Please notify the Community Housing Office at 613-533-2501 or email community.housing@queensu.ca

Remember, **new tenants are not permitted to store or move-in any belongings prior to their occupancy date.** In the event that an incoming tenant wishes to purchase items from the current tenant, the purchased item(s) will need to be removed from the unit at the end of current tenancy (so as to provide vacant possession) and brought back in at the start of the new tenancy. Where the incoming tenant wishes to sublet the unit to the current tenant, a WAIVER must be signed indicating that the new tenant agrees to accept the unit in its present condition (state of cleanliness) and waive the final inspection. New tenants are reminded that written permission of the landlord is required before items such as additional appliances (e.g. dishwasher, laundry machines, etc.) may be brought into the unit, including those that are purchased from outgoing tenants.

NSF CHEQUES/PRE-AUTHORIZED DEBIT (PAD)

Cheques/PAD not honoured by the tenant's bank will be subject to an administrative charge set by the University. This charge is not considered rent or a penalty and collecting this cost will not prevent the landlord from commencing legal action. **Please note:** cash, interact, money order must be used to replace an NSF cheques/PAD (plus processing fee). **In addition, all subsequent rent payments are required to be paid in cash equivalent funds.**

NOISE (see By-Laws)

Noise of any kind which may disturb the comfort of any other occupants of the building or of neighbouring buildings is not permitted at any time. Such noise must cease at the request of the landlord or its agents. **Please note:** if staff of Queen's University or the Kingston Police Department feel it is warranted by the situation, fines may ensue.

The landlord's ability to provide quiet enjoyment of your unit is limited by the cooperation of tenants and the nature/construction of the buildings. Living in rental housing offers learning opportunities and requires tolerance in order to live in a peaceful environment.

PAINT

Painting units without permission of the landlord is strictly prohibited and is considered damage. Associated costs will be charged to the tenant(s) (See *Alterations*, Appendix A – 7.o.)

PARKING

There is limited active parking available for tenants. Therefore we cannot offer storage spots for inactive vehicles. Inoperable vehicles contravene the City of Kingston, Property Standards By-Law No 2005-100, Section 4.41.10 which states, "vehicles, trailers, boats, barges, or mechanical equipment which is wrecked, unlicensed, not validated, discarded, dismantled or in an inoperative condition." Unauthorized vehicles using or blocking areas designated for Handicapped or Service parking will be ticketed, fined and/or towed.

Parking privileges apply only to the person issued the parking permit hang tag and the complex or area where the tenant lives – An Clachan, John Orr Tower or Core (downtown) and is not transferable to other areas. That is, John Orr Tenants may not park at An Clachan and An Clachan tenants may not park in the area designated for Core (downtown) tenants. Parking in an area other than your own "designated" area will result in tickets/fines/towing.

Tenants who have care, custody or control of a motor vehicle in Kingston are responsible for obeying the Parking Regulations of the University Parking Authority, the Housing Service and the City of Kingston. (see Appendix A – 7.s.).

All vehicles must be registered with Community Housing and must display a valid parking permit hanger in the vehicle window at all times. License plate numbers and proof of registration must be submitted to the Housing Office. Unregistered cars parked in tenant parking areas are subject to municipal tickets and towing of said vehicle – at owner's expense. **Please note** that parking permit hang tag coincides with the lease period therefore tenants who resign with Community Housing for another lease term must come in after May 1st each year to validate vehicle and receive a new hang tag.

Visitor Parking – We do not have visitor parking in our tenant designated lots. The options are on-street parking (as indicated on signage), there is pay and display parking on Earl Street beside the ARC which allows an hourly rate, or there is underground parking at the ARC. Note that our lots are monitored weekdays, Monday to Friday from 7 am to 5 pm.

PETS (see Appendix A – 7.t.)

REAPPLYING

All tenants are required to sign a 12 month fixed-term lease which includes a termination agreement. This means the tenancy automatically terminates at the end of the lease period. Tenants eligible to do so may apply for another term. Notification will be sent to each unit as deadlines approach. Tenancy conditions such as behaviour, rent payment, and maintenance of the unit, in addition to the University's accommodation priorities are all considered in granting a new lease.

The anniversary date for Core Rental leases is May 1st.

The application process for current tenants will be outlined in the Fall.

It must be noted that in all cases it is the responsibility of the tenant(s) to notify Community Housing that they wish to be considered for a new tenancy. If such notification is not received prior to the prescribed date, the unit will be allocated to new tenants.

Where re-application is received by the deadline and more than 50% of the original household is vacating, the current tenant(s) acknowledge and agree that if a new lease is offered, rent for the new lease will be at the new market rent as determined by Community Housing, see example below.

Lease Period – Year 1	Lease Period – Year 2	Lease Period – Year 3
Person A	A reapplied	A did not reapply
Person B	B reapplied	B did not reapply
Person C	C reapplied	C reapplied
Person D	D did not reapply	
	E new person applied	E reapplied
This group constitutes the “Original Household”	Less than 50% of the “Original Household” from Year 1 vacating	Greater than 50% of the “Original Household” from Year 1 are vacating, a lease is offered to Year 3 at market rent. This group forms new “original household”

REFERENCES

It is common practice for landlords to request references from prospective tenants. Tenants wishing to use the Community Housing as a reference must sign a waiver of confidentiality. The University rules regarding confidentiality apply and require written permission from each tenant before any information may be released

RENT

Rent is due on the 1st day of each month.

Community Housing accepts one payment only per unit. “Split rent” payments are permitted only when Pre-Authorized Debit Agreements (for balance of the lease term) are submitted by all members of the rental unit; all required documentation must be received by the 15th of the month preceding the month to start split rent payments (i.e. submit by April 15 for split rent payments to begin in May). Forms are available at the Community Housing office or on our

website. All forms for a unit should be submitted as one complete package. Where tenants choose to split rent payments for their unit in this way, the total of the amounts to be debited each month should equal the rent. **Pre-Authorized Debit Agreements are valid for one lease period only and must be resubmitted as above for any subsequent lease periods.**

Units choosing to pay rent in one monthly installment may also use the Pre-Authorized Debit Agreement, pay by cash, debit, money order to the Community Housing office so that it is received by the first day of each month. If you choose to leave post-dated cheques, you will need to provide a series of post-dated cheques for the full lease term, for the total monthly rent, dated for the first day of each month. If rent is not paid by the first day of each month or should a payment be returned for any reason, NSF (non-sufficient funds), funds held, fund not cleared, cannot trace etc the full rent charge will be added along with an additional \$20 administration fee (this is separate from the fee charged by your bank). A returned payment will **only be accepted if it is made in cash, money order or interact (cash equivalent or guaranteed funds)**. In addition to this, all subsequent rent payments will be required to be paid in cash equivalent funds.

On a first time failure to pay full rent (including payments returned for any reason as noted above), a unit will be sent a letter requesting payment. Failure to respond to that notice or a second rent related problem will end the privilege of split rent payments for the unit for the duration of the lease and result in the filing of a "L9 Application to Collect Rent The Tenant Owes" with the Landlord and Tenant Board. This carries an additional charge and involves a hearing in front of the Board (unless the rent due, payment returned fees eg., NSF and the filing fee are paid in advance of the hearing). Subsequent rent related problems will result in additional L9 Applications and/or lead to eviction proceedings. While this is the usual process, the **University reserves the right to move directly to the "N4 – Notice to End a Tenancy Early for Nonpayment of Rent" and/or "L9 – Application to Collect Rent the Tenant Owes", as permitted by the Residential Tenancies Act in regards to late rent.** Most importantly, poor rent payment history will prevent tenant's from being able to rent a Queen's owned property in the future.

In accordance with the University Senate regulations, marks and transcripts of all tenants of the unit will also be withheld until the outstanding debt has been paid. Where there are outstanding debts, any payments received from tenants will be applied first to the outstanding debt with any remaining balance applied against current charges. For example, a unit's rent is \$755/mth and May's rent is \$400 in arrears. Payment is received on June 1 in the amount of \$755. \$400 is first applied to the outstanding May rent and the remaining \$355 is applied against June rent. June rent is therefore also considered late and in arrears for \$400. It is the responsibility of the tenant(s) to ensure the unit account remains in good standing.

Tracking of individual payments is the responsibility of the household. An administrative charge is applied for searches conducted for individual payments. Please remember, all tenants of a unit are "jointly and severally" responsible for any debts of that unit. Even if you have an agreement with your roommates to split the rent payments, if one does not pay everyone is held responsible for the debt.

Note 1: accepted methods of payment – pre-authorized debit, cash, cheque, money order, interac, in CANADIAN funds only.

Note 2: we cannot accept future rent payments other than via post dated cheques/ pre-authorized debits

Note 3: we understand circumstances sometimes crop up where special consideration may be warranted for late payment of rent. When this happens, tenants should send in a request for consideration to Community Housing by emailing community.housing@queensu.ca outlining a) what the exceptional circumstance is and b) the timeframe that we should expect rent payment. If such a request is received, reviewed and found that an exception to pay late should be granted, it would be understood that this is a one-time exception not an on-going arrangement.

REPAIRS

ALL REQUESTS DURING BUSINESS HOURS SHOULD BE SUBMITTED VIA THE ONLINE MAINTENANCE REQUEST FORM.

If you are experiencing one of the EMERGENCY situations listed below, in addition to submitting the online request, **please call 613-533-3155** and follow the voice prompts (leave a voice message if you get voice mail). **DO NOT** call 613-533-6080; it is an after hours line only.

EMERGENCY Maintenance Issues:

1. No heat in your unit
2. Lock out, lost keys, or lock problem
3. Leaking roof/ceiling

For **after hours EMERGENCY** requests only, please call 613-533-6080. **CALL-IN/REPAIR CHARGES MAY APPLY.** Tenants will be billed where this is the case. **Please note:** Once a staff member is dispatched, charges (if applicable) will apply even if the tenant later cancels the request (this often occurs with lock out/entry request situations). Tenants **MUST** be at home to receive staff for after hours calls.

Time To Attend

While we endeavour to respond to every work order as soon as possible, please allow at least 2 business days to receive your Notice of Entry (indicating when staff will attend to your request) from the date you submit. Work orders are prioritized for attention. **Please note:** The volume of work order requests in September/May is very high. Maintenance staff will review received requests and address them as required on a priority basis. Generally items related to safety, heat, etc. are addressed first. We thank you for your patience.

ROOFS, USE OF

The roofs of the rental units are to be used solely as an area of refuge in time of fire. Use of roofs as balconies or storage areas is prohibited. Anyone so using the roofs will be placing their tenancy in jeopardy.

SATELLITE DISHES

Satellite dishes are not permitted and will be considered damage if installed with all associated costs charged to the tenant(s).

SMOKE DETECTORS, HEAT DETECTORS, CARBON MONOXIDE DETECTORS

- a** The landlord shall ensure that all fire safety devices are operational at the time the tenant takes possession of the unit. The landlord will access units on a yearly basis to check the fire detection devices. All detectors are to remain in place (securely fastened to the ceiling and/or wall) and operational. Tampering with any fire device could lead to fines from the Office of the Fire Marshall – Article 6.3.3.2. Please report any malfunctions to Community Housing by submitting an online maintenance request or by calling 613-533-3155.
- b** The tenant shall periodically test the smoke detector using the test button (an alarm should sound during this test) and ensure that the detector is securely fastened and there is no obstruction of the air-flow to the detector.
- c** Tenants shall notify Community Housing immediately in writing of a non-functional detector.
- d** Please note that penalties are subject to change without notice.

Under the Provincial Offences Act (Ontario Fire Marshall's Office) the offences and penalties are as follows: Article 2.13.2.3 Fire Code Reference Fail to install smoke alarm as required \$300 Fine (or more) Article 6.3.3.2 Fire Code Reference Fail to maintain smoke alarm I operating instructions to Occupant \$300 Fine (or more) Article 6.3.3.4 Fire Code Reference Intentionally disable smoke alarm to make it inoperable \$300 Fine (or more) Article 6.3.3.5 Fire Code Reference Replace smoke alarm with reduced level of detection \$300 Fine (or more) As a reminder, these fire detection devices are there for your safety along with the other residents.

Tampering with fire protection devices is a very serious offense and could result in large fines/criminal charges in addition, could result in sanctions as permitted under the Residential Tenancies Act such as termination of your tenancy for jeopardizing your safety and others. If ever you think that you have a malfunctioning fire detection device please submit an online maintenance work order and in the detail section indicate "urgent request" and our maintenance staff will attend.

SNOW (See also, Appendix A – 7.y.)

SNOW REMOVAL – TENANTS

Tenants in University apartments are responsible for shovelling snow and ice from the individual parking spots.

SNOW REMOVAL – LANDLORD

Normally, the central area of designated parking lots will be cleared of snow by the landlord (entrance ways and drive-through area). Individual parking spots within parking lots **will not be cleared by the landlord.**

SUBLETTING

All leases for Queen's owned rental units in the University District are for a one-year fixed-term. Occasionally there may be situations where a student who is in a current lease needs or wants to leave Kingston or the rental unit (e.g. for work study, graduation, etc.).

Under the RTA, the University is exempt from the clause(s) that require a landlord to permit a sub-tenancy or assignment, however in exceptional cases – with written permission from the Associate Director of Community Housing or designate – a tenant may be permitted to sublet or assign the rental unit. Potential sub-tenants/assignees must meet the eligibility criteria (i.e. must be a Queen's student).

Permission to assign or sub-let the unit must be granted by Community Housing BEFORE anyone other than the current tenant occupies the unit. Tenant(s) should not advertise/guarantee "option to renew" for their unit.

Please familiarize yourself with the sublet process found on the Community Housing website.

TELEPHONES

Tenants are responsible for arranging hook up of telephone, cable, and/or internet service as applicable. The tenant must arrange a time for the installation when they are home as facilities staff will not be dispatched to unlock the unit/attend to the service technician. Appointments should be arranged to occur between 8am and 4pm Monday to Friday. Should the service technician require access to a communications closet, they are to be instructed to report to the Facilities Control Centre (Vic Hall) to sign for a key and contractor badge. Maintenance staff will assist only in extraordinary circumstances as their schedule allows.

Telephones (landlines) in Kingston are handled by Bell Canada. Most units have telephone jacks installed.

In order to have additional jacks installed in your unit, you must obtain written permission from the Community Housing Office. This installation may be completed by either Bell Canada or maintenance staff. Any installation is at the tenant's expense. (Be sure to compare pricing).

If tenants are experiencing a problem with the phone system, they should call Bell Repair. Bell will test the line to indicate whether the problem is within the unit or outside the building. This process will likely be done by telephone. **If the problem is outside the building**, Bell will address the required repairs. If the problem is inside the building tenants should submit an online maintenance request. If the problem is that of the landlord, necessary repairs will be arranged.

If it is a tenant-caused problem, tenants have these options:

- i submit a work order to complete the repairs at the tenant's expense; or
- ii have Bell conduct the repair at the tenant's expense

TERMINATION

Each lease includes a termination agreement. This means that the tenancy terminates at the end of each 1-year period. Tenancy records and criteria of each property group are considered to determine if tenants qualify for an offer of a new 1-year tenancy. It is the responsibility of the tenant to notify the Community Housing Office by specified dates if they wish to be considered for a new lease.

THROWING

Nothing is to be thrown or discharged from windows, doors, balconies, or passages.

VERMIN

The tenant shall be responsible for the cost to eliminate vermin (insects and rodents) whether brought into the building by pets, the tenant(s) possessions or due to unsanitary conditions caused by the tenant. **The tenant hereby consents to the entry by the landlord, or agent for the purpose of eliminating the vermin, 24 hours notice will be given. Please follow treatment instructions as provided by Community Housing Staff and/or Pest Removal Service personnel.**

WATER

Water must not be left running except when in actual use. Defective taps and plumbing must be reported promptly to the Community Housing Office or by submitting an online maintenance request. If no repair is effected within 3 days, notice in writing must be forwarded to the Community Housing Office at its legal address.

WEAPONS

Weapons, including, but not restricted to, pellet guns, shotguns, handguns, rifles and switchblades, are not permitted to be brought into or kept in the Rental Units or buildings comprising the Units under the authority of Community Housing. If any such weapons are found by personnel of the University, the weapon(s) may be subject to impoundment on the instructions of the Associate Director of Community Housing and will be released to the owner only upon the condition that it or they be removed from University premises permanently. Unsafe/unlawful use or storage of weapons may also lead to early termination of tenancy.

Please see Queen's University Weapons Policy queensu.ca/security

WINDOWS, SILLS, ETC.

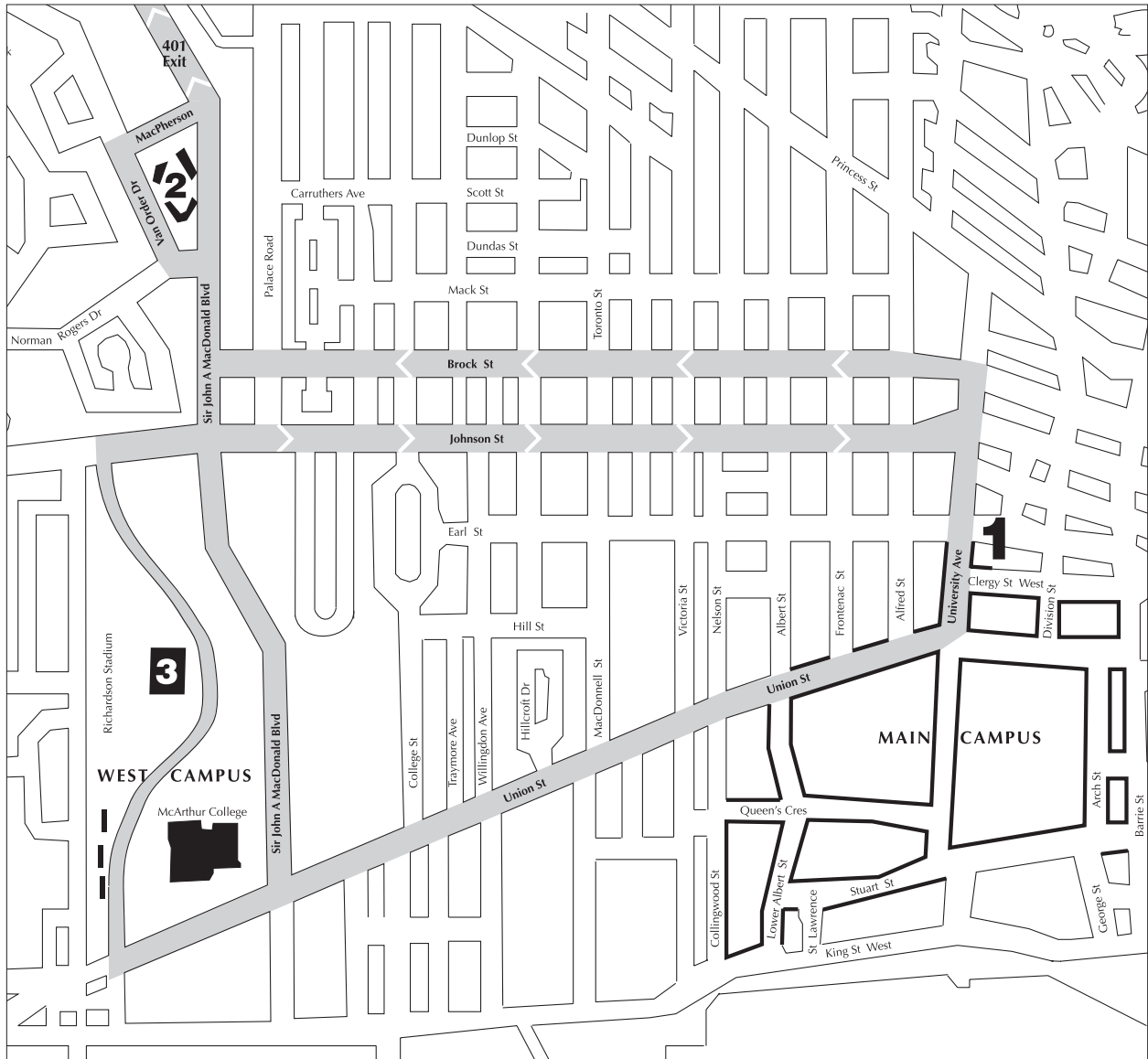
Tenants must take care to keep windows and doors closed and secured during windy, cold or stormy periods so as to prevent damage to the unit.


It is the responsibility of the tenant to clean the windows. Tenants must also keep windows, screens and doors secure to prevent damage or injury. Do not hang out or permit guests to hang out of windows. Tenants will be responsible for any repairs to windows or screens caused through their negligence.

Do not encumber window sills, door caps, railings or any other part of the building with goods, including flower pots, boxes or articles.

WIRING

Tenants experiencing or suspecting any problem with the electrical wiring in a unit should contact Community Housing immediately. The wiring in older homes is being upgraded as necessary. Repairs to any problem areas will be done immediately.



- KEY**
- 1** Community Housing
 - 2** An Clachan Complex
 - 3** John Orr Tower
 -  Most direct driving routes



COMMUNITY HOUSING
HOUSING AND ANCILLARY SERVICES

169 University Avenue
Queen's University
Kingston, Ontario
Canada K7L 3N6