

QUEEN'S UNIVERSITY TENANCY AGREEMENT



THIS TENANCY AGREEMENT (hereinafter referred to as the "Lease") is made pursuant to the RESIDENTIAL TENANCIES ACT, 2006

BETWEEN

QUEEN'S UNIVERSITY AT KINGSTON
(hereinafter called the "Landlord")
- AND JOINTLY AND SEVERALLY -

(hereinafter called the "Tenant(s)")

IN CONSIDERATION of the rents and agreements contained in this Lease, the Landlord and the Tenant(s) agree as follows:

RENTAL UNIT

(1) The Landlord agrees to lease to the Tenant(s) and the Tenant(s) agrees to lease from the Landlord the following rental unit (hereinafter referred to as the "Rental Unit"):

Bedroom Apartment

TERM OF LEASE

(2) **The Tenant(s) will occupy the Rental Unit, subject to the present tenant(s) vacating, for a fixed-term beginning at 3:00 pm and ending at 12:00 p.m. noon on**

(hereinafter referred to as the "Lease Term"). The Lease cannot be cancelled prior to the end of the Lease Term. If the Landlord is unable to give possession of the Rental Unit on the commencement of the term for any reason, including but not limited to construction delays or an overholding tenant, the Landlord shall not be subject to any liability to the Tenant or occupants and shall give possession as soon as the Landlord is able to do so. The rent shall abate until possession of the Rental Unit is offered by the Landlord to the Tenant. Failure to give possession on the date of commencement of the term shall not in any way affect the validity of this Lease, the obligations of the Tenant or in any way be construed to extend the Lease Term. This agreement shall be enforceable against all Tenants names as such herein, regardless of whether such Tenant actually chooses to occupy the Rental Unit.

OCCUPANTS

(3) It is understood and agreed that, unless application for change has been received and approval given in writing by the Landlord, only the following persons shall occupy the Rental Unit in addition to the Tenant(s) during the Lease Term:

OCCUPANCY USE

(4) The Tenant(s) agrees to use the Rental Unit for no other purpose than as a residential dwelling exclusively for the Tenant(s) and registered occupants named above. THE TENANT(S) WILL NOT ALLOW ANY PERSON OTHER THAN THOSE LISTED AS OCCUPANTS TO OCCUPY THE RENTAL UNIT WITHOUT THE EXPRESS WRITTEN CONSENT OF THE LANDLORD.

RENT

(5) The Total Monthly Rent of **is due and payable** at the office of the Landlord (169 University Ave., Kingston ON) or other place that the Landlord may direct in writing from time to time, **on the first day of each and every month during the Lease Term.** If the rent is paid by anyone other than the Tenant(s) named in this Lease, it shall deemed to be have been paid only on behalf of the Tenant(s) named in the Lease.

UTILITIES

(6) In addition to rent, the Tenant(s) shall be responsible for arranging for the service and for payment of the utilities as indicated:

SERVICE	Responsibility
Electricity	Landlord
Heat	Landlord
Water	Landlord

The Tenant(s), where applicable, shall be responsible for establishing and maintaining such service(s) in good standing for the entire Lease Term.

TERMS AND CONDITIONS

(7) The Tenant(s) agrees to abide by all covenants, terms and conditions set out in the Community Housing AN CLACHAN/JOHN ORR TOWER TENANT HANDBOOK, STANDARD TERMS AND CONDITIONS, incorporated as Schedule A of this Lease.

RULES

(8) The Tenant(s) agrees to abide by all rules and regulations set out in the Community Housing AN CLACHAN/JOHN ORR TOWER TENANT HANDBOOK, STANDARD RULES and REGULATIONS, incorporated as Schedule B of this Lease.

BEHAVIOURAL EXPECTATIONS

(9) Queen's Community Housing strives to be a leader among providers of student rental units in Kingston. The Tenant(s) is expected to demonstrate care and respect for the rental unit, neighbours and community. The Tenant(s) is responsible and accountable for all behaviour that occurs in the Rental Unit. A Tenant(s) who violates City by-laws (e.g. noise, property standards, waste/recycle disposal), fire code, provincial or federal laws can expect to be sanctioned - as permitted by law - up to and including eviction. Where appropriate, cases may also be referred for action under the Queen's Student Code of Conduct.

DUPLICATE COPY

(10) The Tenant(s) acknowledges receipt of a copy of the fully executed Lease. The Tenant(s) acknowledges that the original Lease is retained by the Landlord.

INTEREST

(11) The interest on late rental payments shall be at a rate of 12 % per annum, simple interest.

- NON SMOKING UNIT** 12) The Tenant(s) acknowledges that this is a non-smoking unit/building and agrees not to smoke in the unit at any time and/or to allow any guest(s) to smoke in the unit at any time. The Tenant(s) is responsible for any charges that may result from violation of this clause (e.g. re-painting the unit). The Tenant(s) further acknowledges and understands that smoking is only permitted outside the building/complex no closer than 9 meters away from the exterior.
- STUDENT STATUS** (13) The Tenant(s) covenants that the Tenant(s) is or will be a registered active student(s) of Queen's University when the Lease commences.
- CONDITION OF THE RENTAL UNIT** (14) The Tenant(s) shall examine the Rental Unit and unless the Tenant(s) furnishes the Landlord within 7 days of the start of the Lease, a completed Unit Condition Report specifying any defect in the condition of the Rental Unit then the Tenant(s) shall conclusively be deemed to have examined the Rental Unit and to have found them in good order. The Tenant(s) agrees that there was no promise, representation or understanding by or on the part of the Landlord with respect to any alteration, remodeling or decoration of, or installation of fixtures in the premises, except such, if any, as is expressly set forth in this Lease.
- DAMAGES** (15) The Tenant(s) agrees to be responsible for all damages whatsoever caused by the Tenant(s) conduct or that of persons or pets permitted or caused to be on the premises by the Tenant(s), and for all damages resulting from failure to notify the Landlord promptly of any defect or damage within the Rental Unit.
- KEYS** (16) The Tenant(s) acknowledges the use of a high security key system by the Landlord and understands that the loss of any keys to the Rental Unit will be considered damage and will require immediate replacement of the lock cylinder and key(s) at the Tenant(s) cost. The Tenant(s) acknowledges that the number of key sets issued is determined by the number of Tenant(s) in the Rental Unit (e.g. if there are two Tenants, two sets of keys will be issued).
- CLEANLINESS** (17) The Tenant(s) agrees to clean floors, fixtures, appliances, carpeting, etc. where installed, and generally all cleanable surface in the Rental Unit sufficiently often to prevent abnormal wear or deterioration during the Lease Term. Garbage and recycling shall be disposed of in a timely manner and, until disposed, stored inside the Rental Unit in a manner which shall prevent unsanitary conditions and not attract vermin.
- SUBLETS AND ASSIGNMENTS** (18) The Tenant(s) may not sublet or assign the Rental Unit unless written permission to do so has been received from the Landlord. If permission is granted, only qualified candidates (Queen's students who have made application to and been approved by the Landlord) will be considered.
- OVER HOLDING** (19) In the event that the Tenant(s) or Subtenant(s) fails to vacate on or before the time specified in the Lease or after legal notice is given by the Landlord, in addition to the Tenant's liability to continue to pay Rent to the Landlord for such over- holding, the Tenant(s) agrees to further indemnify the Landlord for all losses suffered by reason of the Landlord's liability to any third party in respect to a new tenancy agreement for the Rental Unit based upon the anticipated availability of the premises after the termination time.
- DENIAL OF ABILITY TO RENT** (20) If the Tenant(s), by failure to abide by the covenants, rules, and regulations herein contained, effectively denies the Landlord the ability to re-let the Rental Unit and provide occupancy immediately on expiry of the Lease Term, then the Tenant(s) shall be liable for any consequential rental loss and damages that the Landlord may sustain.
- CONDITIONS ON VACATING** (21) The Tenant(s) agrees that the Rental Unit shall be left FIT FOR IMMEDIATE OCCUPANCY BY A NEW TENANT, clean, undamaged and with all furniture and refuse removed. The Tenant(s) agrees to an inspection up to two months prior to vacating and upon completion of the tenancy. The Tenant(s) acknowledges responsibility for any costs incurred by the Landlord (beyond reasonable wear and tear) to render the Rental Unit fit for occupancy.
- COUNTERPARTS AND SIGNATURES** (22) This Lease may be executed in counterparts all of which when executed and delivered shall constitute one single Lease for the Landlord and the Tenant(s). This Lease may be executed by facsimile or other electronic method (e.g. document scanned and emailed).
- SEVERABILITY** (23) If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances to any extent is held invalid or unenforceable, the remainder of this Lease, or the application of the term, covenant, condition or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition or provision of this Lease shall be valid and enforced to the fullest extent of the law.

IN WITNESS WHEREOF the Landlord and the Tenant(s) have executed the Lease.

DATED at Kingston, Ontario, this _____ day of _____, 20 _____

SIGNED, SEALED AND DELIVERED – QUEEN'S UNIVERSITY AT KINGSTON

Landlord Signature

Date

Please Note:

This lease is exempt from certain sections of the Residential Tenancies Act, 2006 "7(5). A rental unit provided by an educational institution to a student or member of its staff and that is not exempt from this Act under clause 5(g)." Please review section 7 of the Act for more on the exempt clauses.

An Clachan Complex IS considered a university residence for tax purposes and therefore tenants are entitled to claim \$25 per year per unit only for income tax purposes. The University does NOT track individual payments. Rent is recorded and billed per unit. Tenants are responsible for tracking individual submissions. Household members are responsible for distribution of monthly payments if other than the total amount. Summaries are NOT provided by the Housing Office - only confirmation of residency and total amounts paid by the household.

Eligibility to sign a new fixed-term lease is not automatic and will be dependent upon a number of factors including - but not limited to - student status, rent payment history, and behaviour.