

QUEEN'S UNIVERSITY LANDLORD AGREEMENT



THIS AGREEMENT made pursuant to Subsection 37 (7) of the Residential Tenancies Act, 2006

BETWEEN

QUEEN'S UNIVERSITY AT KINGSTON
(Hereinafter called the "University")

AND

Landlord's Name	Landlord's Mailing Address	Phone Number
-----------------	----------------------------	--------------

(Hereinafter called the "Landlord")

WHEREAS, the Residential Tenancies Act prohibits the use by a Landlord of a termination agreement at the time the tenancy agreement is entered into, or as a condition of entering into the tenancy agreement; unless the Landlord has entered in an agreement with a post-secondary educational institution, which is subject to the conditions set out in Subsection 37 (7, 8, 9, 10, 11) of the Residential Tenancies Act

WHEREAS, the Landlord is desirous of entering into such an agreement with the University;

THEREFORE, the parties agree as follows:

1. The **Landlord** agrees to be bound by the provisions of subsections 37 (7-11) of the Residential Tenancies Act and the terms of this Agreement as they apply to the rental unit located at

Unit #	Street Number & Name	City	Prov	Postal Code
--------	----------------------	------	------	-------------

2. Prior to the execution of this agreement, and prior to any renewal of this or similar agreement, the **Landlord** agrees to provide the **University** with a certificate of compliance from a Certified Property Standards Officer (OAPSO) confirming that the rental unit governed by this agreement, in the opinion of the inspector, meets the City of Kingston's Property Standards By-Law. The inspector must be retained to conduct the inspection at the **Landlord's** expense. The **University** may waive this requirement from time-to-time for units that have demonstrated consistent and continuous compliance over consecutive time periods.

3. Both the **University** and the **Landlord** recognize that the Residential Tenancies Act requires that:
- subject to paragraphs 37 (7), of this agreement and the exemption under the Residential Tenancies Act only apply if the rental unit is rented to students of the **University**;
 - the **Landlord** must comply with the maintenance standards set out in this agreement and that the standards not be less than those required by law;
 - the **Landlord** will not charge a new tenant of a rental unit which is the subject of this agreement, an amount greater than the lawful rent of the former tenant, plus the statutory rental guidelines, as amended from time to time;
 - a breach by the **Landlord** of the provisions set out in this section will result in an immediate termination of this agreement; and,
 - either party may terminate this agreement upon ninety (90) days written notice.

4. In addition to the requirements set out in section 3 of this agreement, the **Landlord** is expected to maintain the following standards with regard to the rental unit, which is the subject of this Agreement:
- ensuring that the tenants receive a copy of this agreement in accordance with the Residential Tenancies Act. It is expected that the **Landlord** will respond and explain the impact on the tenancy of the termination agreement, form N11 and this agreement;
 - ensuring the grass is cut;
 - ensuring that lawn and porches are free from garbage and litter; such as wood debris, tires, interior household furniture, cardboard, unsecured domestic garbage, discarded paper;
 - ensuring that the property is monitored on a regular basis so that tenant behaviour problems - such as large gatherings and/or noise - that disrupts the neighbourhood are addressed to prevent reoccurrence especially during peak times such as orientation and alumni weekends;
 - addressing the City's property standards issues in a timely manner;
 - ensuring that illegal signs as defined by the City By-Law are removed from the rental units;
 - ensuring that proper exterior lighting is in place to assist in enhancing security and preventing crime;
 - ensuring that tenants are made aware of and have access to services provided by the **Landlord** (both during working hours and after normal working hours);

QUEEN'S UNIVERSITY LANDLORD AGREEMENT

- i. ensuring that smoke alarms are installed between each sleeping area and the remainder of the unit, and where the sleeping areas are served by hallways, the smoke alarms shall be installed in the hallway; smoke detector testing and maintenance instructions are to be posted in the unit. In addition to these requirements at least one smoke alarm shall be installed on each storey that does not contain a sleeping area in a dwelling;
 - j. It is recognized that some minor maintenance deficiencies may not be addressed at the time of the property inspection because of seasonal conditions. Minor maintenance deficiencies must be completed before date provided by inspector or this contract is void.
5. Failure to adhere to the standards set out in section 4 in a reasonable and timely fashion or to appropriately address and resolve legitimate tenant concerns such as repairs, financial issues, legal issues, will result in the immediate termination of this agreement and may impact your ability to use the Accommodation Listing Service.
6. This agreement ends immediately if the unit has been substantially renovated. The newly renovated unit would have to be re-inspected and approved to be part of the program under the Residential Tenancies Act, Subsection 37.
7. Beginning with leases starting May 1, 2011 and thereafter, the **Landlord** agrees to include, and enforce as permitted by the Residential Tenancies Act, clauses in the Lease Agreement for the rental unit governed by this contract which effectively state that:
- a. the tenant(s) have received a copy of the Queen's University Landlord Agreement and understands the impact of the Agreement on the tenancy, and;
 - b. the tenant(s) rent the unit from "the door in."
8. The Landlord agrees to provide a handout summarizing the City of Kingston Noise By-Law to tenant(s) at the time of lease signing.
9. The **Landlord** gives permission for the **University** to:
- a. publicize, on the University's website, the physical address of the rental unit covered by this Agreement;
 - b. correspond with the tenant(s) of the unit to inform them of the Queen's University Landlord Agreement, its impact on them and other pertinent information as may be applicable from time to time.
10. The **University** shall not be liable for any damages suffered by the **Landlord** resulting directly or indirectly from the lease of the rental unit governed by this agreement, or arising out of this agreement and the **Landlord** releases the **University** from any such liability and waives any rights to make a claim against the **University**, its officers, trustees or employees for any damages of any kind resulting from this agreement
11. Nothing in this agreement creates an agency or employment relationship between the **Landlord** and the **University**.
12. This agreement ends, unless written consent to assign is given by the **University**, if there is a change in the **Landlord** of the unit subject of this agreement.
13. The **Landlord** or Agent acting on behalf of the Landlord, will notify the **University** of a pending change at least five (5) business days prior to the change.
14. Notice under this agreement shall be given to the **Landlord** at XXXXX to the attention of XXXXXX, and to the **University** at: Community Housing, 169 University Ave, Kingston, ON, K7L 3N6 to the attention of the **Associate Director**.
15. This Agreement is for a fixed term beginning and ending

Dated at Kingston, Ontario this _____ day of _____, _____

Queen's University at Kingston

Landlord/Legal Agent

(the Agent undertakes to ensure that the Landlord receives an executed copy of this agreement)