



Community Housing  
University-Owned Rentals

# John Orr Tower Tenant Handbook

OFFICIAL COPY OF

Rental Lease: Appendix A and B

REVISED 2017-10

[community.housing.queensu.ca](http://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 Health, 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 (toll free)	1-866-310-Bell (2355)
Bell Repair	611
Kingston City Hall	613-546-0000
Utilities Kingston	613-546-1181
Coinomatic (Smartcard – Laundry)	1-800-561-1972



# John Orr Tower 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	<b>613-533-6080</b>
Lockouts, safety, security, thefts	<b>613-533-6111</b>

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

### General Enquiries

<b>Community Housing Office</b>	<b>613-533-2501</b>
community.housing@queensu.ca	Fax <b>613-533-2196</b>

### 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 Executive Director of Housing and Ancillary Services. University Grievance Officers may be approached for assistance at any step in the administrative process.

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# Quick Reference

## Community Housing Resources Relating to the CORE Rental Property Group

### DOCUMENTS AND FORMS

#### **Maintenance Request Form**

[community.housing.queensu.ca/already-a-tenant/maintenance-requests](http://community.housing.queensu.ca/already-a-tenant/maintenance-requests)

#### **Application Forms**

[community.housing.queensu.ca/interested-in-community-housing/application-forms](http://community.housing.queensu.ca/interested-in-community-housing/application-forms)

#### **Application for Assignees or Subtenants**

[community.housing.queensu.ca/interested-in-community-housing/application-forms](http://community.housing.queensu.ca/interested-in-community-housing/application-forms)

#### **Request for Additional Appliance Form**

[community.housing.queensu.ca/wp-content/uploads/2011/09/Appliance-Request-Form-WC.pdf](http://community.housing.queensu.ca/wp-content/uploads/2011/09/Appliance-Request-Form-WC.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](http://community.housing.queensu.ca/wp-content/uploads/2015/06/Authorization-Form.pdf)

#### **Pre-Authorized Debit Agreement Form**

[community.housing.queensu.ca/wp-content/uploads/2017/09/Pre-Authorized-Debit-Agreement-Form-20170913.pdf](http://community.housing.queensu.ca/wp-content/uploads/2017/09/Pre-Authorized-Debit-Agreement-Form-20170913.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](http://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/2017/01/Pet-Documentation-Form-20170124.pdf](http://community.housing.queensu.ca/wp-content/uploads/2017/01/Pet-Documentation-Form-20170124.pdf)

#### **Additional Reference Material**

Information about your property group, reapplication process, etc.

[community.housing.queensu.ca/interested-in-community-housing/john-orr-tower](http://community.housing.queensu.ca/interested-in-community-housing/john-orr-tower)

**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-john-orr/living-in-community-housing](http://community.housing.queensu.ca/already-a-tenant/tenant-resources-john-orr/living-in-community-housing)

#### **Accommodation Listing Service**

<https://listingservice.housing.queensu.ca>

# Appendix A

## Covenants, Terms and Conditions

### RENTAL UNIT

- 1 The Rental Unit shall include the interior of the unit (and balcony at John Orr Tower) only and shall not include decks, 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 the roof of the building in which the rental unit is located is strictly prohibited.

### 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 NSF 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/Preauthorized Debit (PAD)).
- 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;

#### Student Status

- d 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

**e** That no appliances other than those provided by the landlord are to be brought into and used in the unit (such appliances included, 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: An Clachan and John Orr Tower.

**Note 1.** Laundry machines (washer, dryer), dishwashers are strictly prohibited.

**Note 2.** Only portable oil filled space heaters will be considered for approval.

**Note 3.** Only portable air conditioners (floor models on wheels, will be considered for approval. See "Air Conditioners", Appendix B

**Note 4.** Requests for additional appliances are required each lease period.

### Notification of Damage

**f** to notify Community Housing office 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

**g** 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

**h** 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. The tenant further agrees that he/she will not install an air conditioner which is strictly prohibited when the landlord provides the electricity unless permission is granted in writing. (See Appendix A e).

**Note 1.** Operation of balcony door and Windows within your apartment. Your balcony door can be opened by turning the handle to a vertical position. To secure the door, you must close the door tightly and return the handle to a horizontal position. The window openings are restricted to 4 inches – THIS IS NOT A MISTAKE. This is a building code requirement related to resident safety from an inadvertent fall. **Tampering with the window restrictors is considered damage to the apartment.**



**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!

- i to be liable for any damage done by reason of water being left running from the taps in the Rental Unit;
- j 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**

- k 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);
- l 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**

- m 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**

- n not to make alterations of any kind, including but not restricted to extra telephone connections, shower heads, bidets, ceiling fans, lights or gas fixtures, paint, wallpaper, windows, doors, locks (interior or exterior) See Appendix B, Lock Outs and Lock Changes; antennas, 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.

**Note 1.** Only free standing shelving units are permitted (book cases, TV stands, etc). TV wall hanging brackets are prohibited.

**Note 2.** The window openings are restricted to 4 inches – THIS IS NOT A MISTAKE. This is a building code requirement related to resident safety from an inadvertent fall. Tampering with the window restrictors is considered damage to the apartment.

### Signs

- p** 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

- q** 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/Vehicles *(See also Parking, Appendix B)*

- r** to park any automobile which has been registered with the landlord, whether owned or used by the tenant(s), only in the specific parking area designated for the tenants' use if any area has been so designated by the landlord; where this privilege is granted, it is not transferable and is only specific to the property group (area) you are in e.g., An Clachan, John Orr Tower, CORE Rental Property;

### Pets

- s** 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. Verification must be presented before rental of the unit is confirmed.
  - 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**

- t** not to assign or sublet without advanced written permission of the landlord. The process and form (Request Permission to Assign or Sublet) can be found on the Community Housing website.

In addition, Tenant(s) should understand that

- Submission of the request form does not constitute permission to conduct a subtenancy or assignment
- That a fee will be applied for each additional inspection that is required to achieve a passing inspection of the unit
- Guidelines for cleaning can be found on the Community Housing website

**Cleanliness** *(See also, Move-Out Procedures, Appendix B)*

- u** 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;
- v** to keep the balcony (where applicable) tidy, free from litter, and refrain from activities that would attract pigeons (e.g. feeding or keeping items for them to roost under/in etc.). Feeding and/or keeping items on the balcony contribute to attracting the pigeons (please see Garbage below and also Appendix B) and to comply with federal, provincial and municipal laws. Provided that if the tenant(s) fails to do so after twenty-four (24) hours written notice by the landlord, the tenant(s) shall indemnify the landlord, for the professional costs of such cleaning/repair;

**Garbage**

- w** not to allow any ashes, refuse, garbage or any other loose or objectionable material to accumulate in or about the hallway and passages of the Rental Unit and will at all times keep the Rental Unit in clean and wholesome condition, and shall, immediately before the termination of the term hereby created, clean the floors (including cleaning carpets where present), windows and woodwork of the Rental Unit and remove all the tenant(s)' property and all garbage and recycling. All garbage and recycling is to be properly gathered and disposed of as directed by the landlord or its staff; failure to do so will result in fines levied;

*(See Garbage, Appendix B)*

**Surrounding Lands**

- x** 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**

- y** 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 **Community Housing John Orr Tower Tenant Handbook** (a copy of which the tenant acknowledges having received and read);
- z** 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.

**INCOMING INSPECTION – UNIT CONDITION REPORT** *(See also, Move-In Procedures, Appendix B)*

- 12 The tenant(s) shall examine the Rental Unit and, unless the tenant(s), within seven (7) days of the lease start date 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, Move-In Procedures, Appendix B)*

- 13 When vacant possession has been given to Community Housing at the end of the lease term, 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** *(see Appendix A, Appliances)*

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**, space heaters, washers, dryers, refrigerators, freezers or dishwashers) **without prior approval from the landlord**. 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/tenant; **Please complete and submit for consideration an “Additional Appliance Request Form: An Clachan and John Orr Tower”**. Where approval is granted, the tenant must provide the air conditioning unit and will be responsible for a non-refundable charge for use of the air conditioner during this lease period. The Tenant further understands that they will need to complete and submit for consideration an “Additional Appliance Request Form: An Clachan and John Orr Tower” for subsequent lease periods.

**Please note:** Only portable air conditioners (floor models on wheels) will be considered for approval.

Any unit found with an air conditioner installed/operating where permission was not granted by Community Housing will be charged the seasonal air conditioner fee and/or will be required to remove the appliance from the apartment.

Air conditioner fees are non-refundable and non-prorated. Fees paid are not transferable nor is the approval of the appliance to another unit/tenant.

The Tenant(s) will remove all approved additional appliances from the unit/property at the completion of the lease at their 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 billed back to the Tenant(s).

### **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**

Tenants who do not wish to apply for a new lease in subsequent years and who wish to leave before the expiry date of their current lease may be able to reduce their obligation by having other students complete the lease term. Interested tenants should review the process and complete/submit to Community Housing, the applicable request form (Tenant Request Form to Assign and/or Sublease Rental Unit) found on the Community Housing website. Where permission is granted, the Queen's Accommodation Listing Service will assist you by listing/advertising your unit free of charge and may be able to assist in matching your request with that of applicants from

the Community Housing waitlist. All paperwork related to any approved assignments must be completed and the new assignee must be in possession of the rental unit by the deadline for current tenants to apply for new leases (mid-March) or the unit will be offered to applicants for September.

Please note that two weeks is usually required between the signing of the Assignment Agreement to the start date of the Assignment in order to complete the necessary paperwork/inspections, etc.

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.

*(See Appendix B for Move-out Procedures)*

#### **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 30 (thirty) 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 maintenance staff will not be dispatched to unlock the unit/attend to the service technician. Appointments must be arranged to occur between 9 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 Community Housing Office, 169 University Avenue, to sign for a key (service technician ID required). 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, carriages, 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, sinks and toilets. This includes charges for repairs and/or maintenance 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. Tenants are strongly encouraged to purchase a good quality plunger.

## 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 the apartment. Consideration for neighbours assists with this problem, but, **prospective tenants should consider whether pet allergies, noise and cooking odours are issues for them before leasing units.**

## FIRE ALARMS

Tampering with any of the fire equipment such as but not limited to, pull stations, fire hoses, fire extinguishers, smoke detectors, heat detectors, etc. is not only a breach of the law, but it affects the safety of everyone concerned. Eg., This includes, but not limited to covering over the smoke detector with a bag, plastic, tape, etc; disconnecting the smoke detector; smoke detector hanging by it's wires. **Please note that a fine of approximately \$300 (and up – subject to change without 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 others.**

Fines associated with, but not limited to Ontario Fire Marshal'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.**

## FIRE ALARM TESTS

The fire alarm systems are tested the last Monday of every month. Bells will ring for approximately 5 to 10 minutes. During these tests it is not necessary to evacuate the building. Notices of these tests are posted on the main lobby Community Housing bulletin board.

## FIRES

In the case of fire shout: **Fire! Fire! Fire!** Alert everyone in the building. Always use the stairs to get out of 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. If you have a balcony, go to it and call 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. Then pull the fire alarm on the wall to alert the whole building. When alerted by a fire alarm, leave the building if it is safe to do so. 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 a potential fire hazard (including, but not restricted to, natural Christmas trees) 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 30 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.

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.**

## FIRE SAFETY EQUIPMENT

If your building has fire extinguishers and hoses remember that they are there for your protection. If you need to use the extinguisher, please do so, but report it to Community Housing immediately. Do not return an empty fire extinguisher without reporting it. This could be disastrous for the next person who tries to use it.

**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 (e.g. ceiling fan) of any kind without first obtaining the written permission of the landlord. *(See also Appendix A, Alterations)*

**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 Community Housing 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 submitting an online maintenance request. If the cause of the blown fuse/breaker is found to be a tenant caused problem eg., overloading circuit, call-in fees along with repair costs will be the tenants responsibility.

**GARBAGE**

The Tenant(s) is responsible for proper storage and timely disposal of garbage and recycling. The Tenant(s) will be charged for pick-up and disposal each time the landlord has to tend to mishandled garbage/recycling.

- Please take all domestic garbage (in tied bags) to the designated garbage room located in the basement and place in the appropriate domestic waste bin. Please double bag pet fecal and food waste, thanks
- Garbage and recyclables are to be kept inside your apartment until you are ready to dispose in designated basement bins/totes
- Cardboard should be broken down and disposed of in the designated basement recycle bin
- Sharps – broken glass, bent screw drivers, broken umbrellas, etc., should be handled with care and be placed in the domestic garbage waste bin provided in the basement garbage room
- If your garbage is too heavy for you to place in the domestic garbage bin, please set it beside the bin
- Recyclables should be taken to the basement and then sorted into the designated recycling totes

**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 Community Housing at the tenant's expense.

**GROUNDS**

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.

*(Refer to Common Area – Appendix B – page 10)*

The tenant, his/her family, employees and guests may only use the lawns, gardens, walks, and balconies 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. This includes cleaning up after animals (e.g. dogs), disposing of garbage, and refraining from inappropriate behaviour (e.g. beer bottles, etc). 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. Parents/Guardians are reminded to supervise their children as appropriate.

*(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, Mini Horn”

## 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 page 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.

*Please note:* If thinking of using a space heater, submit an extra appliance request form – ONLY oil filled electric heaters will be permitted; **if you are cold please submit an online maintenance request.**

## 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 laundry room of John Orr Tower as well as other campus locations like the lower level of the JDUC (credit card, debit accepted).

**Laundry facilities are located** on the main floor around the corner from the elevators

**Laundry room hours** – The Laundry rooms are locked 24/7 and accessible by using your building key. Consideration should be given to the time of day laundry facilities are used to be considerate of tenants 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 use 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.** Laundry machines (washer/dryer) needing repair, the card reload station malfunctioning, or you have a defective smart card, please contact Coinamatic by calling **1-800-561-1972** or emailing **customercare@coinamatic.com**.

## LIGHTBULBS

Tenants are responsible for purchasing and replacing lightbulbs within their apartment, including appliance lightbulb(s). Tenants are not responsible for light bulb replacement in areas outside of their apartment/building.

### LOCK OUTS AND LOCK CHANGES

It is extremely important that tenant(s) keep their keys with them at all times. **Entry doors, regardless of how they are found when staff attends, are always to be locked when staff leave (e.g., after addressing a work order request, inspection, etc.). Calls requesting access will result in a call-in 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.** Installation of lockable latches, deadbolts, locking chains, keyed knobs, etc. is strictly prohibited. (See Appendix A n)

There is a charge for lock outs, lock changes and also for key replacement. This includes lock outs which require the landlord to give access (e.g., to the unit, the building, the bathroom). When a tenant is locked out 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, e.g., 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 per the terms of your lease agreement with Community Housing. **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 tenant(s) wish to begin their tenancy under circumstances that prevent a final out-going inspection (landlord's vacant possession), approval must be given by the landlord and a waiver must be signed before agreements are completed. After all leasing agreements have been completed, keys may be picked up at the Community Housing Office or other area as designated.

Tenants will receive an apartment door key and an outside door key (which will provide access to the laundry room and laundry room for their area). Each unit will also receive 1 mail key. 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 two tenants in a unit, two 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. Tenants may request additional sets of keys for other registered occupants of the apartment. Requests will be reviewed and tenants will be contacted to arrange pick-up of the additional keys (if approved).

**Within the first seven (7) days of the lease start date for a new tenancy, a Unit Condition Report (UCR) must be completed by the tenant(s) 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. Please note: There is no need to complete this form once you have submitted it a first time and then enter into a new lease in subsequent periods provided that there are no changes to the rental unit address and/or the tenant(s) on the lease. Community Housing will inform you if/when you need to complete a new UCR.

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, unit is not cleaned, etc.), tenant(s) should notify Community Housing immediately, in addition to recording this and all other findings on their UCR. Detailed instructions for completing the form are provided on the back of the UCR.

**In the case of subtenancies**, no final inspections are conducted by Community Housing prior the sublet commencing. The terms of this specific 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 will all personal contents removed.**

**Please note:**

- No extra appliances may be brought in and used without the written permission of the landlord. Request Forms available on Community Housing website. (*See Appendix A, Appliances*)
- Washer, dryer, dishwashers are strictly prohibited
- Only portable air conditioners (floor models on wheels) will be considered for approval
- Only portable oil filled space heaters will be considered for approval

#### **MOVE-OUT PROCEDURES**

**Move-out time is 12 pm NOON (not midnight) on the last day of the tenancy.** As provided in your lease and tenant handbook, tenant(s) are responsible for leaving their rental unit fit for immediate occupancy by a new tenant; clean, undamaged and with all personal contents removed. Helpful move-out resources can be found on the Community Housing website.

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 (refer to the Unit User Guide, found on our website). **Any costs resulting from cleaning or damages will be attributed to the outgoing tenant(s); it is not unusual to see cleaning bills in the \$500-\$1,000 range for move-out cleaning** when there has not been proper attention given to the cleaning during 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 vacated, cleaned and all key sets 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 move out during non-office hours, keys must be labelled and dropped through the mail slot (located on the front door) of the Community Housing Office, 169 University Avenue. **If all keys issued for this unit have not been returned and the unit has not been vacated by NOON on the last day of 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, **failure to return all keys by the deadline will result in the locks being replaced at the Tenant(s) expense (unit lock/mailbox lock + key(s) + access card(s)).** Remember, keys must be returned as a full package (e.g., all issued keys to the unit returned together) to Community Housing Office ONLY. Community Housing is responsible to sign-out/issue the keys to new tenant(s).

**Moving Early?** Please notify Community Housing, [community.housing@queensu.ca](mailto:community.housing@queensu.ca)

**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 the 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., chest freezers, mini fridges, space heaters, air conditioners, etc.) are brought in and used in the unit, including those purchased from outgoing tenants.

#### **NSF CHEQUES/PRE-AUTHORIZED DEBIT (PAD)**

Cheques or Pre-Authorized payment withdrawals 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 cheque/PAD (plus processing fee). **In addition, all subsequent rent payments are required to be paid in cash equivalent or guaranteed 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**

**Tenants must apply for a West Campus Parking Permit from Queen's Parking Services** (Rideau Building, 207 Stuart Street, Kingston, ON). **Additional fees apply. Parking Permits must be renewed May 1 annually.** Visit the Parking Services website, [queensu.ca/parking](http://queensu.ca/parking), for more information. Tenant(s) 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 Community Housing Service and the City of Kingston. (*See Appendix A – 7 r*)

**Visitor Parking** – Community Housing does not provide parking for visitors/non-tenants.

#### **PETS**

(*See Appendix A – 7 s*)

#### **REAPPLYING**

All tenants are required to sign a fixed-term lease which includes a termination agreement. This means the tenancy automatically terminates at the end of the lease term. Tenants eligible to do so may apply for a new lease in subsequent periods. Tenancy conditions such as student status, behavior, rent payment history, maintenance of the unit, in addition to the University's accommodation priorities are all considered in granting a new lease.



The application process for current tenants will be outlined in advance of the lease end date. Lease offers and any applicable information for the new lease will be emailed to the named tenants' @queensu.ca email account. Signed leases must be returned by the deadline noted in the lease offer email. Tenants who fail to meet all requirements/deadlines to secure a new lease will be required to vacate at the end of the current lease term and/or apply for reconsideration of a new lease.

**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.**

## REFERENCES

It is common practice for landlords to request references from prospective tenants. As a tenant of Community Housing, you gave permission to Community Housing to share information related to your tenancy with prospective landlords when you applied for housing. You may revoke this permission by written request at any time.

## 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 August 15 for split rent payments to begin in September). 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, funds not cleared, cannot trace etc the full rent charge will be added along with an additional administration fee (this is separate from the fee charged by your bank). Payment for returned item(s) must be in cash equivalent or guaranteed funds (cash, money order or debit). 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 NSFs), 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, NSF fees 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 September's rent is \$400 in arrears. Payment is received on October 1 in the amount of \$755. \$400 is first applied to the outstanding September rent and the remaining \$355 is applied against October rent. October 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 email [community.housing@queensu.ca](mailto:community.housing@queensu.ca) outlining, a) what the exceptional circumstance is and b) the timeframe that Community Housing 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; again if the staff member has been dispatched and arrives to find no one home, charges will apply.

### **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 roof of the rental complex is to be used solely as an area of refuge in time of fire. Use of the roof as a balcony or storage areas is prohibited. Anyone so using/accessing these restricted areas except in the case of fire 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, MINI HORN**

- 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.**

- Each apartment and the common hallways of the building are equipped with fire detection and communication equipment
- Posted in the tall kitchen storage closet in each apartment is an information flyer outlining what the detection equipment is used for (white coloured notice)
- Localized smoke detector testing and maintenance procedures are also posted in the tall kitchen storage closet (orange coloured notice)
- This information along with additional fire safety related information is available on the Community Housing website

**SNOW** (See also, Appendix A – 7y)

**SNOW REMOVAL – LANDLORD**

Normally, the central area of designated parking lots as well as pathways and building entrances will be cleared of snow by the landlord. Individual parking spots within parking lots **will not be cleared by the landlord.**

If there is significant snow accumulation and/or paths which have not been cleared, please contact the appropriate area (Community Housing or Emergency Report Centre) depending on the time/day.

**STORAGE LOCKERS – BASEMENT**

Storage lockers are available for each apartment at John Orr Tower. These lockers are located in the basement area. Lock combinations are provided to tenant(s) with their keys. The storage locker area is locked 24/7 and is accessible using your building key. The storage locker area is checked on a regular basis. **Items are permitted to be stored within the caged locker itself not in the common areas outside of the locker (walkway/hall) and/or any hallway (basement or throughout building). Items found outside of the lockers will be discarded without notice. These rooms are used at the tenant(s) own risk. Queen's is not responsible for any damage/theft/etc.**

**SUBLETTING**

Tenants who wish to sublet their unit for a portion of their tenancy (e.g. the summer) may do so only **after receiving written approval from the landlord.** It must be noted that a sublet is not an assignment of the tenant's responsibilities under the lease. Tenants on the head lease remain responsible to the University. Sub-tenants are renting from the tenants (sub-landlords) for a period within the lease. Sub-tenants are responsible to the tenant for all terms specified in the lease including monthly payment of rent and any cleaning or damage charges resulting from the sub-tenancy. Tenants are accountable to the landlord for behaviour of sub-tenants.

**PLEASE NOTE: failure to follow the sublease/assignment procedure,** such as having the potential sub-tenant/assignee occupy the rental unit prior to approval and signing of the appropriate agreement, **will result in the unauthorized sub-tenant/assignee being required to vacate the unit. Furthermore, the tenant(s) of the offending unit will not be permitted to sub-lease/assign the unit for the balance of the lease period.** Please visit the Community Housing website or come to our Office for more information about sub-tenancy and assignment requirements/responsibilities.

In a sub-tenancy agreement the tenant retains the right of applying for another year's tenancy for the unit. Sub-tenancies for large portions of the lease may qualify for special consideration. Please check with the Community Housing for options applying to sub-tenants in these cases. Tenants must inform Community Housing of their intent regarding another year's tenancy at the time of the sub-tenancy agreement.

Occupancy limits may not be exceeded.

Arrangements for turning over keys should be made between the tenant and sub-tenant. To complete the sub-tenancy agreement the following steps should be followed:

- 1 Tenant(s) submits a Request Permission to Assign or Sublet Form for their unit (available online our website). An application form from potential sub-tenant/assignee may be submitted at this time as well.
- 2 Upon receipt of the request, an inspection of the unit will usually be scheduled (usually 3-5 business days after receipt of the request) to review the unit for cleanliness and any damages. If the unit passes the inspection and the rent account is up-to-date, the request will be approved and the tenant notified by email. If the unit fails inspection, the tenant will receive further correspondence on what must be addressed. Once addressed, the tenant may request another inspection. **There will be a charge for this follow-up inspection and for each additional inspection that is required until the unit condition receives a pass on the inspection.**
- 3 Eligibility of the prospective sub-tenant/assignee will be reviewed and approved as noted above.
- 4 Paperwork (the sublease or assignment agreement) will be produced and a meeting scheduled with the parties to complete the paperwork (usually 3-5 business days after approval is granted).

Thus, the process normally takes 6-10 business days, where both the tenant and applicant successfully and properly meet the noted requirements, from submission of a request. This can be delayed at peak times of year (August/September, January, April/May).

## TELEPHONES

Telephone 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 the Community Housing 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, the Community Housing staff will make the necessary repairs.

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

- i have the Community Housing conduct 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 the tenancy terminates at the end of the lease term as stated in the lease agreement. Tenancy records and criteria of each property group are considered to determine if the tenant(s) qualify for an offer of a new 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](http://queensu.ca/security)*

## WINDOWS, SILLS, ETC.

Operation of balcony door and Windows within your apartment. Your balcony door can be opened by turning the handle to a vertical position. To secure the door, you must close the door tightly and return the handle to a horizontal position. The window openings are restricted to 4 inches – THIS IS NOT A MISTAKE. This is a building code requirement related to resident safety from an inadvertent fall. **Tampering with the window restrictors is considered damage to the apartment.**

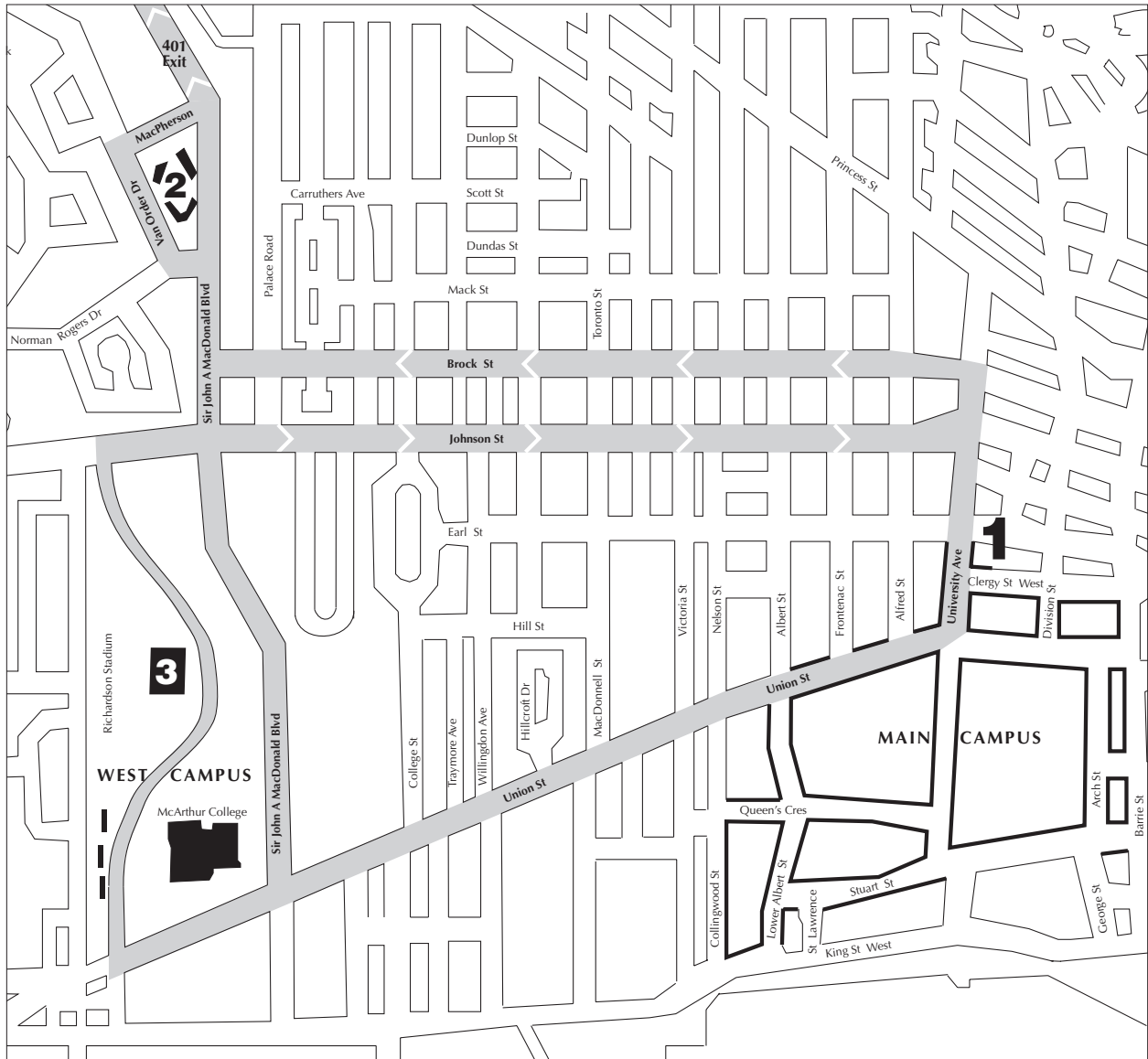
Tenants must take care to keep windows and doors closed and secured during windy, cold or stormy periods so as to prevent damage to the unit.


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  
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