

# QUEEN'S UNIVERSITY TENANCY AGREEMENT



Residential tenancies in Ontario are governed by the Residential Tenancies Act, 2006 S.O. 2006, c. 17 (the "RTA"). This tenancy agreement (hereinafter the "Tenancy Agreement") cannot take away a right or responsibility under the RTA. ***This Tenancy Agreement is exempt from certain sections of the RTA, and specifically section 7(5) as it is "A rental unit provided by an educational institution to a student or member of its staff and that is not exempt from this Act under clause 5(g)." Please review section 7 of the Act for more on the exempt clauses.***

## 1. PARTIES TO THE AGREEMENT

Residential Tenancy Agreement between:

Landlord: QUEEN'S UNIVERSITY AT KINGSTON

Tenant(s):

All of whom are jointly and severally responsible.

## 2. RENTAL UNIT

The Landlord agrees to rent to the Tenant(s) the following rental unit (hereinafter the " **Rental Unit** "):

The Rental Unit is located within a rental complex (the " **Rental Complex** " or " **Building** ") on the premises municipally known as **244 Sir John A Macdonald Blvd., Kingston, ON, K7M 5W9** (hereinafter the " **Premises** ").

The Rental Unit includes the interior of the unit only and does not include decks, porches, roofs, patios or any other of the exterior appendages of the building or any of the land owned by the Landlord immediately contiguous to the Building. The Tenant(s) shall have a right of way over the land owned by the Landlord and any appendage to the Building required to gain access to the Building during the period of the tenancy.

**It is strictly prohibited to use basements, balconies and roofs of the Rental Unit.**

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

## 3. CONTACT INFORMATION

Address for Giving Notices or Documents to the Landlord:

QUEEN'S UNIVERSITY AT KINGSTON  
Community Housing Office  
169 University Avenue  
Kingston, Ontario K7L 3N6

Address for Giving Notices or Documents to the Tenant(s):

**- 244 Sir John A Macdonald Blvd. Kingston, ON K7M 5W9**

Both Landlord and Tenant(s) agree to receive notices and documents by email, where allowed by the Landlord and

Tenant(s) Initials: \_\_\_\_\_

Tenant Board's Rules of Practice a **queensu.ca email account**. The email contact information of the parties is as follows:

#### 4. TERM OF TENANCY AGREEMENT

This tenancy starts on \_\_\_\_\_ at 3:00 pm (the "**Commencement Date**").

This Tenancy Agreement is for a fixed period of time ending on \_\_\_\_\_ at 12:00 pm NOON (the "**Term**").

The Tenancy Agreement cannot be cancelled before the end of the Term. If the Landlord is unable to give possession of the Rental Unit on the Commencement Date for any reason, including but not limited to construction delays or an overholding tenant, the Landlord will not be subject to any liability to the Tenant or occupants. The Landlord will give possession as soon as the Landlord is able to do so. The Rent (as hereinafter defined) will abate until the Landlord offers possession of the Rental Unit to the Tenant. Failure to give possession on the Commencement Date will not in any way affect the validity of this Tenancy Agreement, the obligations of the Tenant hereunder or in any way be construed to extend the Term. This Tenancy Agreement will be enforceable against all named Tenants regardless of whether such Tenant actually chooses to occupy the Rental Unit.

#### 5. OCCUPANTS

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

#### 6. OCCUPANCY USE

The Tenant(s) agrees to use the Rental Unit for no other purpose than as a residential dwelling exclusively for the Tenant(s) and registered occupants named above. THE TENANT(S) WILL NOT ALLOW ANY PERSON OTHER THAN THOSE LISTED AS OCCUPANTS TO OCCUPY THE RENTAL UNIT ON A REGULAR AND ONGOING BASIS WITHOUT THE EXPRESS WRITTEN CONSENT OF THE LANDLORD. The Tenants(s) shall not carry on nor permit to be carried on within the Rental Unit any trade or business. The Tenants(s) shall not do nor permit to be done anything in the Rental Unit which may substantially interfere with the reasonable enjoyment of other tenants or a lawful right, privilege or interest of 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 which might cause the insurance on the Premises, Rental Complex and/or Rental Unit to be increased.

#### 7. RENT

- (a) The monthly Rent of \$ \_\_\_\_\_ (hereinafter the "**Rent** ") is **due on the first day of each month during the Term;**
- (b) **Rent is payable to Queen's University at Kingston;**
- (c) Rent can be paid in cash, debit, personal cheque or Pre-Authorized Debit. Tenants who have agreed amongst themselves to share the Rent may pay their agreed share by Pre-Authorized Debit only otherwise Rent must be paid in a single monthly payment. Nothing in this section nor any acceptance of Pre-Authorized debits from individual tenants shall in any way derogate from the Tenant's responsibility for the entirety of the Rent;
- (d) If the Rent is paid by anyone other than the Tenant(s) named in this Tenancy Agreement, it will deemed to be have been paid only on behalf of the Tenant(s) named in the Tenancy Agreement (RTA. s. 11);

Tenant(s) Initials: \_\_\_\_\_

(e) In the event that any payment made to the Landlord for rent or any other fee is returned Non-Sufficient Funds or is dishonoured for any other reason by any financial institution, the Tenant(s) will be responsible for the payment/reimbursement to the Landlord of the outstanding Rent, as well as the Landlord’s administration charge of \$20.00 plus any NSF charges made by the Landlord’s bank.

**8. UTILITIES, APPLIANCES SERVICES**

The Tenant(s), where applicable, will be responsible for establishing and maintaining utility services in good standing for the entire Term.

The parties agree the Rent shall include (Y) and exclude (X) the following items and services:

Y	Gas/Oil Heating Included	Y	Fridge / Freezer	Y	Yard Maintenance Included
Y	Electricity Included	Y	Stove / Oven	Y	Walkway/Porch Snow Shovelling
Y	Water Sewer Included	X	Dishwasher Included		Other:

The Tenant agrees, where applicable, to enter into an agreement with the appropriate agencies/utility providers prior to taking possession of the Rental Unit for the supply of electrical power, gas or oil, water, sewage services, cable T.V., internet, telephone or any other facilities paid by the Tenant. The Tenant agrees to be responsible to these agencies/utility providers for all charges in relation to the supply of the aforementioned utilities services during the occupancy of the Rental Unit by the Tenant.

**9. SMOKING**

The Tenant(s) acknowledges that this is a non-smoking Rental Unit/Building. The Tenant(s), Occupant(s) and their guests are prohibited from engaging in smoking, vaping or consumption by inhalation of tobacco, cigarettes, cannabis, or burning or smoking including vaping any other substance in the Rental Unit/Building. References to “smoking” are deemed to include the smoking, burning, vaping or combustion of any substance. The smoking of cannabis is prohibited on Building/Rental Complex property, except where smoking it is pursuant to an accommodation plan entered into through Student Wellness Services. Smoking any substance (including smoking cannabis pursuant to an accomodation plan) on Building/Rental Complex property is prohibited in any location in proximity to the Building/Rental Complex that results in smoke being entrained into the building through an air intake or open window, and in any event within 3 metres of an entrance or exit to the Building/Rental Complex. Tenant(s), Occupant(s) and their guests smoking any substance on or near the Building/Rental Complex are expected to be considerate of neighbouring residents, businesses and institutions.

**10. CANNABIS CULTIVATION, DISTRIBUTION**

The Tenant(s) or occupant(s) of the Rental Unit shall not engage in the cultivation, or growing, or distribution of Cannabis in the Rental Unit or at the Rental Complex. A breach of this rule shall be deemed sufficient basis for the Landlord to seek termination of the Tenancy Agreement based on the Tenants’ interference with a lawful right, privilege or interest of the Landlord and other tenants at the Rental Complex (RTA s. 64).

**11. RENT DEPOSIT**

The Landlord will not require a last month’s rent deposit.

**12. KEYS**

The Tenant(s) acknowledges the use of a high security key system by the Landlord and understands that the loss of any keys to the Rental Unit will be considered damage to the Rental Unit (RTA s. 34) and an interference with the Landlord’s lawful rights, interest and privileges (RTA s. 64) and will require immediate replacement of the lock cylinder and key(s) at the Tenant(s) sole cost. 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 Rental Unit, building, bathroom, bedroom, etc.). 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. The Tenant(s) acknowledges that the number of key sets issued is determined by the greater of the number of Tenant(s) in the Rental Unit (e.g. if there are two Tenants, two sets of keys will be issued) or the number of bedrooms in the Rental Unit. A key set is defined as an exterior door key and a unit key. **Tenants may not add, change or alter locks on any doors including but limited limited to exterior doors, bedroom doors, and storage rooms.** Installation of lockable latches, deadbolts, locking chains,

keyed knobs etc. is strictly prohibited. Installation of any of the foregoing will be considered damage to the Rental Unit and/or substantial interference with a lawful right, privilege or interest of the Landlord (RTA s. 34 and 64).

### 13. TENANTS' INSURANCE

The Landlord insures only the Building. Each Tenant is required to obtain general liability insurance in an amount of not less than Two Million (\$2,000,000.00) dollars. The Tenant shall provide proof of coverage if requested by the Landlord at any time during the Tenancy. This insurance must be maintained for the duration of the tenancy. The Tenant acknowledges and agrees that the risk of loss for all contents and property belonging to the Tenant shall be the responsibility of the Tenant.

### 14. LANDLORD LIABILITY

The Landlord shall not be liable for any death, injury, loss or damage of any nature whatsoever which may be suffered by the Tenant(s) or any other person who may be upon the Rental Unit, the Rental Complex or the Premises. The Landlord shall not be liable for any loss or damage to any property at any time in the Rental Unit, the Rental Complex or upon the Premises 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 appendages of the Building or the land immediately contiguous to the Building of which the Rental Unit is a part, or from the pipes or plumbing works of the same or from any other place or quarter, where damage has occurred as a result of the negligent act, omission or delay of the Landlord, its directors, officers, employees, agents, or contractors.

### 15. ALTERATIONS

- (a) The Tenant(s) agree not to make alterations of any kind, including but not limited to extra telephone connections, showerheads, bidets, ceiling fans, paint, wallpaper, locks (interior or exterior), gas or light fixtures, radio and TV antenna and satellite dish. Should the Tenant(s) make such alterations without first obtaining the written permission of the Landlord, the Tenant(s) **will be required to restore the Rental Unit immediately to its original colour/condition and will be held liable for any and all costs that may be incurred as a result of restoring the Rental Unit to its original condition.** Such alterations shall be deemed damage to the Rental Unit and may be considered substantial interference with a lawful right, privilege or interest of the Landlord (RTA s. 64). Please note, only free-standing shelving units (book cases, tv stands, etc.) are permitted. TV wall hanging brackets are not permitted;
- (b) The Tenant(s) further agree not to drill or otherwise make holes in walls, ceilings, doors or floors of the Rental Unit, nor to attach fixtures of any kind without first obtaining the written permission of the Landlord. However where permission has been obtained, the Tenant(s) may remove the Tenant(s)' fixtures where removal can be done without damaging the Rental Unit;
- (c) The Tenant(s) further agree 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.

### 16. DAMAGES

The Tenant(s) agrees to be responsible for all damages whatsoever caused by the Tenant(s) conduct or that of persons or pets permitted or caused to be on the premises by the Tenant(s). The Tenant(s) are also responsible for all damages resulting from failure to notify the Landlord promptly of any defect or damage within the Rental Unit.

### 17. MAINTENANCE AND REPAIRS

- (a) The Landlord is responsible for maintaining the Rental Unit in a good state of repair, fit for habitation during the Term, and to comply with health and safety standards including any housing standards required by law;
- (b) The Tenant(s) is responsible 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, to give prompt written notice of any accident or any defect in the water pipes, gas pipes, or heating system, telephone, electric light or other wires, **smoke detectors** fire alarms, fire escapes and locks or any other mechanical system in the Rental Unit whatsoever;
- (c) The Tenant(s) is responsible for notifying the Landlord promptly in the event of damage to the Rental Unit, including but not restricted to, damage caused by the Tenant(s)' conduct or that of persons or pets permitted on the Premises by the Tenant(s);

(d) The Tenant(s) must repair or pay for any undue damage to the Rental Unit or Premises caused by the wilful or negligent conduct of the Tenant(s), the Tenant's guest, the Tenant's pet or another person who the Tenant is responsible at law;

(e) The Tenant(s) is responsible for ordinary cleanliness of the Rental Unit, and agrees to clean floors, fixtures, appliances, carpeting, etc. where installed, and generally all cleanable surfaces in the Rental Unit sufficiently often to prevent abnormal wear or deterioration during the Term. Garbage and recycling shall be disposed of in a timely manner and, until disposed, stored inside the Rental Unit in a manner that shall prevent unsanitary conditions and not attract vermin;

(f) The Landlord shall not be held responsible for damages or personal discomfort resulting from a breakdown of the electrical, mechanical or heating system or from any other matter, which the Landlord, in exercising reasonable diligence, could not have known about or expected, or the cause for which is outside its control.

#### **18. CONDITION OF THE RENTAL UNIT**

The Tenant(s) shall examine the Rental Unit and unless the Tenant(s) furnishes the Landlord within 7 days of the start of the Tenancy Agreement, a completed Unit Condition Report specifying any defect in the condition of the Rental Unit then the Tenant(s) shall conclusively be deemed to have examined the Rental Unit and to have found the Rental Unit in good order. The Tenant(s) agrees that there was no promise, representation or understanding by or on the part of the Landlord with respect to any alteration, remodeling or decoration of, or installation of fixtures in the Premises, except such, if any, as is expressly set forth in this Tenancy Agreement.

#### **19. ASSIGNMENT AND SUBLETTING**

The Tenant(s) may not sublet or assign the Rental Unit unless written permission to do so has been provided by Landlord. If permission is granted, only qualified candidates (Queen's students who have made application to and have been approved by the Landlord) will be considered.

#### **20. STUDENT STATUS**

The Tenant(s) covenants that the Tenant(s) is or will be a registered active student(s) of Queen's University when the Tenancy Agreement commences.

#### **21. OVERHOLDING**

In the event that the Tenant(s) or Subtenant(s) or occupant(s) fail to vacate on or before the time specified in the Tenancy Agreement or after the Landlord gives legal notice, the Tenant is liable to continue to pay Rent to the Landlord for such overholding. The Tenant(s) is also required to reimburse the Landlord for all losses suffered because of the Landlord's liability to any third party with respect to a new tenancy agreement for the Rental Unit based upon the anticipated availability of the Rental Unit at the end of the Term or following termination of the tenancy.

#### **22. DENIAL OF ABILITY TO RENT**

If the Tenant(s), effectively denies the Landlord the ability to re-let the Rental Unit and provide occupancy immediately on expiry of the Term, then the Tenant(s) shall be liable for any consequential rental loss and damages that the Landlord may sustain.

#### **23. CONDITIONS UPON VACATING**

The Tenant(s) agrees to leave the Rental Unit FIT FOR IMMEDIATE OCCUPANCY BY A NEW TENANT, clean, undamaged and with tenant-owned furniture and refuse removed. The Tenant(s) agrees to an inspection of the Rental Unit by the Landlord or one of its representatives or agents, up to three months prior to vacating and when the Rental Unit has been vacated. The Tenant(s) acknowledges responsibility for any costs incurred by the Landlord (beyond reasonable wear and tear) to make the Rental Unit fit for occupancy.

#### **24. BEHAVIOURAL EXPECTATIONS**

Queen's University strives to be a leader among providers of student rental units in Kingston. The Tenant(s) is expected to demonstrate care and respect for the Rental Unit, neighbours and the community. The Tenant(s) is responsible and accountable for all behaviour that occurs in the Rental Unit, the Rental Complex and on the Premises. A Tenant(s) who violates City by-laws (e.g. noise, nuisance party by-law, property standards, waste/recycle disposal), fire code,

provincial or federal laws can expect to be sanctioned - as permitted by law - up to and including eviction. Where appropriate, the Landlord, in its sole and unfettered discretion, may refer cases for action under the Queen's Student Code of Conduct.

**25. TERMS, CONDITIONS, RULES AND PROCEDURES – TENANT HANDBOOK**

The Tenant(s) agrees to abide by all covenants, terms and conditions set out in the Community Housing JOHN ORR TOWER TENANT HANDBOOK (the “Handbook” ), which Handbook is incorporated into and forms a part of this Tenancy Agreement, and is attached hereto at Schedule “A”.

**26. DUPLICATE COPY**

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

**27. COUNTERPART AND SIGNATURE**

This Tenancy Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Tenancy Agreement transmitted electronically in legible form, in an acceptable image format file (jpg) or portable document format (PDF), is equally effective as delivery of a manually executed counterpart of this Tenancy Agreement.

**By signing this Tenancy Agreement the Landlord and Tenant(s) agree to follow its terms.**

**If there is more than one Tenant, each Tenant is jointly and severally responsible for all tenant obligations under this Tenancy Agreement, including the full amount of Rent.**

This Tenancy Agreement is dated the \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_\_.

**LANDLORD:**

**QUEEN'S UNIVERSITY AT KINGSTON**

Per: \_\_\_\_\_

**I have authority to bind the Corporation**

**TENANT(S):**

Tenant Name	Signature	Date (mm/dd/yyyy)

**Please Note;**

*Queen's Community Housing Properties ARE considered a university residence for tax purposes and therefore tenants are entitled to claim \$25 per year per unit only for income tax purposes. The University does NOT track individual payments. Rent is recorded and billed per unit. Tenants are responsible for tracking individual submissions. Household members are responsible for distribution of monthly payments if other than the total amount. Summaries are NOT provided by the Housing Office - only confirmation of residency and total amounts paid by the household. Eligibility to sign a new fixed-term lease is not automatic and will be dependent upon a number of factors including - but not limited to - student status, rent payment history, and behavior.*

Tenant(s) Initials: \_\_\_\_\_