An Clachan Tenant Handbook

REVISED 2022-09

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

GENERAL

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

Queen's University
HOUSING AND ANCILLARY SERVICES
Community Housing

An Clachan Tenant Handbook

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: community.housing.queensu.ca/maintenance

URGENT REPAIRS
e.g. overflowing toilet, flood, no power, lock problem, lock out.

Monday to Friday, 8:30 am to 4 pm **613-533-3155**

After-Hours Emergencies

Queen's Emergency Report Centre

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

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

General Enquiries

Community Housing Office **613-53 3-2501**
community.housing@queensu.ca Fax **613-533-2196**

Website

community.housing.queensu.ca

Privacy and Personal Information

Queen's University collects personal information under the authority of the Royal Charter of Queen's University and in accordance with Ontario's Freedom of Information and Protection of Privacy Act (FIPPA). Queen's University collects only the personal information which is necessary for it to administer its programs and activities and carry out its services and functions. The personal information is used by employees of the University who need the information to carry out their duties for the purposes for which it was collected or for a consistent purpose. Personal information is retained only as long as is necessary for the fulfillment of the purposes for which it is collected. The University has in place mechanisms to protect the security of the personal information it collects.

For further information visit https://www.queensu.ca/accessandprivacy/privacy.

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 comply with all municipal by-laws.

The mission of Community Housing cannot be achieved without the support and co-operation 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 Student 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 on 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 Office of the Executive Director, Housing and Ancillary Services.

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Quick Reference

An Clachan

https://community.housing.queensu.ca/an-clachan-tenants/

Maintenance Request Form

https://community.housing.queensu.ca/maintenance/

Pre-Authorized Debit Agreement Form

https://community.housing.queensu.ca/wp-content/uploads/sites/7/2021/05/Pre-Authorized-Debit-Agreement-Form-20210519.pdf

Other Tenant Related Forms

https://community.housing.queensu.ca/other-tenant-related-forms/

ADDITIONAL REFERENCE MATERIAL

How to Apply

https://community.housing.queensu.ca/an-clachan-tenants/#HowtoApply/Eligibility

Student Affairs

https://www.queensu.ca/studentaffairs/

Student Community Relations

https://www.queensu.ca/studentcommunityrelations/home

Accommodation Listing Service

https://listingservice.housing.queensu.ca

Schedule A

Covenants, Terms and Conditions

RENTAL UNIT

Pursuant to the City of Kingston Property Standards By-law No. 2005-100 section 5.55, occupancy of the subject Rental Unit is limited as per Building Code section 3.1.17.1. 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.

TERM OF TENANCY

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.

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

Both Landlord and Tenant(s) agree to receive notices and documents by email, where allowed by the Landlord and Tenant Board's Rules of Practice **using a queensu.ca email account**. The email contact information for the Landlord is as follows:

Landlord Email Address: community.housing@queensu.ca

OCCUPANTS AND 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. 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.

RENT

(a) The monthly rent (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 the Tenancy Agreement, it will have deemed to be have been paid only on behalf of the Tenant(s) named in the Tenancy Agreement (RTA. s. 11);

(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.

Please review the rent information found on the Community Housing website.

UTILITIES, APPLIANCES AND SERVICES

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

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.

SMOKING

The Tenant(s) acknowledges that smoking is prohibited on all University property, including this Rental Unit, Rental Building and Rental Complex as applicable. 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 on University property including in the Rental Unit, Building or Complex and its surrounding premises. References to "smoking" are deemed to include the smoking, burning, vaping or combustion of any substance. The smoking of cannabis is prohibited on all University 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 accommodation plan) on University property is prohibited in any location in proximity to a University Building/Rental Complex that results in smoke entering into the building through an air intake or open window. Tenant(s), Occupant(s) and their guests smoking any substance near a University Building/Rental Complex are expected to be considerate of neighbouring residents, businesses and institutions.

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).

RENT DEPOSIT

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

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 door key. 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. 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).

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.

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.

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.

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.

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, 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.

CONDITION OF 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 the Tenancy Agreement.

ASSIGNMENT AND SUBLETTING

The Tenant(s) may not sublet or assign the Rental Unit unless written permission to do so has been provided by the 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. Please visit the Community Housing website to review the process and procedures relating to assigning and subletting. In addition, the tenant(s), understand that;

Submission of the request form does not constitute permission to conduct a sublet or assignment

That a fee will be applied for each additional inspection that is required to achieve a passing inspection of the unit.

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.

ABANDONMENT

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

RENT DUE AFTER EVICTION. In the event of the tenant(s) being evicted for breach of 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 endeavor to re-rent the premises to mitigate the tenant(s) loss.

Nothing contained in the lease 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

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.

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.

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.

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.

FRUSTRATED CONTRACTS ACT

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.

NOTICE TO TERMINATE

Should the landlord require the rental unit for it's 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.

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 plural were expressed.

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.

STANDARD RULES AND REGULATIONS

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

AMENDMENTS TO THE LEASE/HANDBOOK

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.

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 submit an "Additional Appliance Request Form"** found on the Community Housing website.

Regarding air conditioners, where approval is granted, the tenant must provide the air conditioning unit and will be responsible for a non-refundable, non-prorated charge for use of the air conditioner during the lease term. There are window box/sleeves provided in An Clachan apartments. Window style air conditioners will be approved for use in these window box/sleeves only. Proper installation including drainage is the responsibility of the tenant; damages resulting from improper installation will be charged to the tenant. For use in other areas (i.e., bedroom, other living room windows), only portable air conditioners (floor models on wheels) will be considered for approval.

Air conditioners 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 unit.

Tenant(s) understand and agree that it is their responsibility to remove all approved additional appliances at the end of their lease term at their own expense, including where the Tenant(s) chooses to sell the appliance(s) to the next tenant(s) of the unit (vacant possession is required). Any additional appliances remaining will be removed at the Tenant(s) expense. Damage or service calls related to the use of additional appliances will be invoiced back to the Tenant(s).

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

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

Note 3. Requests for additional appliances are required each lease period

BARBECUES AND HIBACHIS

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 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. Barbecues, butane and/or propane cylinders are strictly prohibited from being stored and/or used inside a rental unit. If found, they will be removed immediately and followed up with appropriate sanctions as permitted under the Residential Tenancies Act 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.

CABLE, INTERNET, HOME PHONE

Tenants are responsible for arranging hook-up of cable, internet and home phone 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 for the service technician. Appointments must be arranged to occur during business hours - 9:00 am and 4:00 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 their guests using common areas, halls, 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 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.

Shared common areas must be used with respect and consideration for neighbors. Quiet enjoyment is a priority for all residents of a neighbourhood.

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

DEBTS

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 (joint and several liability)**. Interest is charged on outstanding accounts at the rate of 12% per annum (simple interest).

DISPUTES

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

DRAINS

The tenant is responsible for all clogged drains and toilets. This includes charges for repairs and/or after hour call-ins. Please do not flush wipes or rags, feminine hygiene products, fats, oils, greases, foods, dental floss, needles, hair and other unwanted items down any drain. Putting these items down the drains can cause sewer backup into your unit/building as well as problems for the City of Kingston staff at the treatment plant. Check out the Utilities Kingston website for tips and more information on proper disposal.

ENTRY

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.

ENVIRONMENTAL CONSIDERATIONS

Please note that it is impossible to ensure that noise and air penetration will not occur in apartments. Consideration for neighbors assists with problems, however, **prospective tenants should consider whether pet allergies, noise, cooking odours are issues for them before leasing units**.

FIRE DETECTION EQUIPMENT

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

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

Please note: In the case of actual fires, charges will be attributed to the person(s) or unit shown to be responsible. **Charges may include, but not limited to, fire calls, 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 case of fire

1. Leave the unit and be sure to close the door and pull the nearest fire alarm (located at any exit) or alert everyone in the building by shouting FIRE
2. If it is not safe to leave the building, stay in your unit and wait for rescue.
3. 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 base of the door and wait for help. Close all windows.
4. Report the fire.

When you hear the fire alarm

1. Evacuate the building via nearest exit
2. Proceed to an assembly area across the street and away from the building
3. Keep access ways and roadways clear
4. Await instructions from Campus Security
5. When the 'All Clear' signal is given, re-enter the building through the main entrance

Barbecues, hibachis, charcoal fires, open flames or items which are potential fire hazard (including but not restricted to natural Christmas trees) are strictly prohibited in the unit or on the balconies or roofs of the buildings. Barbecues, hibachis or charcoal fires, where such appliances have been approved for use by Community Housing, must abide by the terms for safe use (30 feet from the building) and properly stored when not in use.

Cooking facilities should never be left unattended while in use.

Barbecue butane and/or propane cylinders are strictly prohibited from being stored or 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

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 of any kind without first obtaining the written permission of the landlord.

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.

GARBAGE

The Tenant(s) is responsible for proper storage and disposal of their garbage and recyclables. Garbage (waste) and recyclable materials must be placed out as provided by the Landlord or it's staff. Failure to do so will result in fees levied.

Please take all domestic garbage (in tied bags) to the designated exterior garbage bin located near building 5.

Garbage and recyclables are to be kept inside your apartment unit until you are ready to dispose in the designated exterior bins/totes.

Cardboard should be broken down and disposed of in the designated exterior bin located near Building 5

Sharps. Broken glass, bent screw drivers, broken umbrellas, etc., should be handled with care and be placed in the exterior domestic waste bin near Building 5.

- If your garbage is too heavy for you to place in the domestic waste bin, please set it beside the bin.
- Recyclables should be sorted and deposited in the designated exterior recycling totes near Building 5.
- Organic kitchen waste can be placed in the green totes near Building 5.
- Please refer to Queen's Sustainability website for information on how to divert recycling from the waste stream.
- Placing items in the wrong totes will contaminate the tote making everything end up in the landfill and Queen's receives a fine.

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

Tenant(s) of Queen's University Community Housing do not gain possession of the property surrounding the building/unit. Right of passage to and from the dwelling is given to tenants. However, the tenant (and those using this area) must do so in a quiet and respectful manner, keep the grounds free of garbage/debris. (Reference COMMON AREA)

Care must be taken not to damage in anyway the grass, shrubs, flowers or trees on these grounds. Due regard must be extended to the comfort and convenience of other tenants. Upon being requested to do so, the tenant must desist from any course of conduct considered objectionable by any agent of the landlord.

GUESTS

Responsibilities of the occupants, maintenance requests and procedures must be explained to all guests.Tenants are responsible and accountable for their guests at all times.

HALLOWEEN

In the past, we have had tenant(s) express interest in passing out treats to children at the Complex on Halloween. We suggest that any tenant interested in passing out treats, to do so between the hours of 7:00 pm and 9:00 pm in the f by of their respective building. This way tenants not wanting to participate will not be disturbed by children knocking on their doors.

HEAT DETECTORS

Refer to *Smoke Detectors, Heat Detectors, Carbon Monoxide Detectors*

HEATING

Heating systems are in operation from September 15 to May 31. 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 phoning the main office during business hours or after hours report to the Emergency Report Centre. (See Community Housing telephone numbers and office hours at the beginning of this 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 is best practice to make arrangements for a friend to check on your unit. (TIP: Tenant Insurance – you may be insured under your parent's insurance plan; if not, tenants' insurance is available). 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 help keep warmth in provided they are hemmed above the rads; Windows must be completely closed and latched.

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

Note 2. If you are cold please submit an online maintenance request

HUMIDITY AND MOLD/MILDEW

The tenant(s) shall provide adequate ventilation to prevent excessive moisture build-up upon walls and windows. In particular, the tenant shall leave the door to the bathroom open after a shower to allow for proper ventilation. The tenant should also avoid excessively rapid boiling of water while cooking. The tenant shall wash all mildew off all cleanable surfaces to prevent its accumulation, white vinegar is recommended.

The Tenant(s) is liable for any damage done by reason of water being left running from the taps in the rental unit.

INCOMING INSPECTION – UNIT CONDITION REPORT

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) 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.

INSPECT PREMISES

Subject to the provisions of the Residential Tenancies Act, the tenant must 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;**

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

There are six laundry rooms. Laundry facilities are located in buildings 1, 5, 8, 11, 14 and 17. **All tenants are required to download the Coinamatic CP mobile app** from Apple Store or Google Play to pay for their washing and drying. For those without a smartphone, you will be able to purchase a new laundry card directly from a Card Reload Kiosk.

Laundry Cards and Kiosk Locations:

- An Clachan – 47 Van Order Drive, in the lobby of Building 5
- Victoria Hall on campus

Laundry room hours. The laundry rooms are locked 24/7 and accessible by using a key. Consideration should be given to the time of day laundry facilities are used to be considerate of tenants who may reside in these buildings as noise does carry. Tenants are asked to use the laundry rooms between the hours of 8:00 am and 10:00 pm only (last load should be in a machine no later than 9:30 pm).

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

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

Washer, Dryer, Smart Card Reload Station Not Working or Defective Smart Card. Laundry machines are supplied and maintained by a third-party contractor for Community Housing Properties. Please visit Coinamatic for Service Requests or for Refund Requests. https://coinamatic.com/service-request

LIGHTBULBS

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

LOCK OUTS AND LOCK CHANGES

It is extremely important that tenants keep their keys with them at all times. Entry doors (building entrance/unit entrance), regardless of how they are found when staff attend, are always to be locked when staff leave (e.g., after addressing a maintenance request). Calls requesting access to building and/or unit will result in a lock-out 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 doors. Installation of lockable latches, deadbolts, locking chains, keyed knobs, etc., is strictly prohibited.

There is a charge for lock outs, lock changes and also for key replacement. This includes lock outs which require the landlord to give access to the building/unit. When a tenant is locked out of the unit and requests assistance, the lock will normally be replaced. There is no opportunity for refund of these charges once a lock change has been initiated 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 the landlord (generally within daylight hours).

Damages to the landlord's property resulting from such moving of 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. This means that no items may be brought into the building common areas and/or unit prior to this date/time. All required agreement paperwork must be completed and signed by all parties before move-in. If the incoming tenants wish to begin their tenancy under circumstances that prevent a final outgoing inspection (landlord's vacant possession), a waiver must be signed before agreements are completed. After all leasing agreements have been signed by all parties, keys may be picked up.

All key sets for a unit are signed out as one package, e.g., if there are 2 sets of keys to be issued, they will all be issued together in one package to one tenant of the unit on behalf of all tenants residing in the unit. The outside door key will provide you with access to the laundry room and study room for the area.

Within the first seven days of signing out the keys for a new tenancy, a unit condition report must be completed by the tenants and returned to Community Housing. This report provides a record of the condition of the unit at move-in and is used for comparison at the move-out inspection. New tenants should note any deficiencies found in the unit. If there are problems of a major nature (e.g., roof leaks, doors not locking or securing properly, etc.), Community Housing should be notified immediately in addition to recording the information on the unit condition report.
(See Incoming Inspection)

In the case of sub-tenancies, no final inspection is conducted by Community Housing. The terms of this specific agreement require that the tenant is responsible for the condition of the unit when occupied by the sub-tenant. If sub-tenants have concerns about the cleanliness of a unit at move-in they should contact the tenant with whom they made the sub-tenancy agreement. Regardless of the condition of the unit at the time of the agreement, both tenants and sub-tenant are responsible for leaving the unit in a condition suitable for immediate occupancy – clean, undamaged and with all personal contents removed.

Please note:

- No extra appliances may be brought into the unit without the written permission of the landlord. Request forms available on Community Housing website.
- Washer, dryer, dishwashers are strictly prohibited
- Only portable oil filled space heaters will be considered for approval

MOVE-OUT PROCEDURES

Move-out time is 12:00 pm NOON, on the last day of the tenancy.

Tenants are responsible for leaving their unit fit for immediate occupancy by the new tenant; clean, undamaged and with all personal contents removed.

Move-out information is provided to tenants well in advance of their move-out as well as being made available on the Community Housing website. Please familiarize yourself with this information.

Tenants are strongly encouraged to maintain a regular cleaning schedule in the rental unit. Doing so will ensure that the unit is in good condition and will facilitate cleaning at lease end. Any costs resulting from cleaning or damages will be attributed to the outgoing tenants; it is not unusual to see bills in the $500-$1,000 range for move-out cleaning when there has not been proper attention given to cleaning throughout the lease period and at lease end. Community Housing will pursue and take legal action against any tenant who leaves an outstanding debt. In accordance with the University Senate regulations, marks and transcripts will be held until such debts are paid. Tenants should also be aware that all expenses associated with collecting outstanding accounts are the responsibility of the debtor. This would include lawyer's fees.

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

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

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

NUISANCE PARTY BYLAW

https://www.cityofkingston.ca/city-hall/bylaws/nuisance-party-bylaw

The Nuisance Party Bylaw provides police and Bylaw Enforcement with the ability, under one City-wide bylaw, to address the negative impacts on neighbourhoods of behaviours associated with large social gatherings.

The Nuisance Party Bylaw is limited to addressing behaviour specific to large social gatherings or parties, rather than a catch-all bylaw attempting to curtail all public nuisance behaviour. By exercising the authority provided under a nuisance party bylaw, an Order can be issued by police for large social gatherings to cease and to disperse people not residing at a residence where the social gathering is occurring.

Bylaws of this nature have been enacted by several Ontario municipalities, bridging the gap between existing bylaws and charges under the Criminal Code. The regulatory purpose of this concept is to create a duty upon those hosting a social event or party to control the participants, and to give law enforcement personnel a mechanism to control and disperse people where the event has become a

public nuisance. Nuisance party bylaws can therefore provide additional enforcement options beyond those available under existing bylaws and statutes.

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A nuisance party is a gathering of people where any of the following activities are present:

- Public intoxication
- Damage to public or private property
- Obstruction of pedestrian or vehicular traffic
- Excessive sounds
- Unauthorized burning or display of fireworks
- use of a roof not intended for occupancy
- And/or other dangerous or harmful behaviours described in the Bylaw

It is an offence under the Nuisance Party Bylaw to cause, host, sponsor, conduct, continue or permit a nuisance party. People who attend or participate in a nuisance party may be charged if they fail to immediately leave upon the order of a police or bylaw officer. We expect all Community Housing residents to read, understand, and comply with all aspects of the City of Kingston's Nuisance Party Bylaw.

NOISE

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.

OUTGOING INSPECTION

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.

PAINT

Painting units without the permission of the landlord is strictly prohibited and is considered damage. Associated costs will be charge to the tenant(s). (*See – Alterations*)

PARKING

There is limited active parking spaces available for Tenants. Therefore, **we cannot offer storage spots for inactive vehicles.** Inoperable vehicles contravene the City of Kingston, Property Standards By-Law No 2005-100, Section 4.41.10 which states, "vehicles, trailers, boats, barges, or mechanical equipment which is wrecked, unlicensed, not validated, discarded, dismantled or in an inoperative condition."

Unauthorized vehicles using or blocking areas designated for Handicapped or Service parking will be ticketed, fined and/or towed.

Tenants **must register their vehicle with Community Housing** to receive a parking hang tag. The parking hang tag allows the tenant to park in any An Clachan parking space except those designated as Visitor Parking, Reserved Parking or Service Vehicle Parking. License plate numbers and proof of vehicle registration must be submitted to Community Housing **each lease period**. Parking is not included in the rent. There is no additional fee for parking. Parking fees are subject to change. Unregistered vehicles parked in tenant parking areas are subject to municipal tickets and towing of said vehicle at the owner's risk and expense.

Parking privileges apply only to the person issued a parking permit hang tag and for the designated tenant parking area, An Clachan. Tenants will need to provide Community Housing with proof of vehicle registration in their own name or a parent with the same last name and license plate number. **All vehicles registered with Community Housing must display a valid parking permit hang tag in the vehicle window at all times.** Parking privileges apply only to the person issued the parking permit hang tag. Where this privilege is granted, it is not transferable to another vehicle, person or property group e.g., University District, John Orr Tower.

We have a **limited number of reserved parking spaces** with electrical receptacles. These spaces are **reserved 24 hours a day, 7 days a week**. There is a **non-refundable annual fee** for the use of these reserved parking spaces. If you are interested in a reserved parking space please complete and submit a Request for Reserved Parking Form. **Unauthorized use of the reserved parking spaces will result in the unauthorized vehicle being towed at the owner's risk and expense.**

Queen's Parking monitors the parking lots at An Clachan.

Tenants who have care, custody or control of a motor vehicle in Kingston are responsible for obeying the Parking Regulations of the University Parking Authority, Community Housing and the City of Kingston.

Note 1: The parking lot near building 5 is reserved for Maintenance Service Vehicles ONLY.

Visitor Parking: Limited visitor parking is available at An Clachan: 6 spaces at the south end across from 17 Van Order Drive – Building #6-12 entrance – corner of Sir John A. and Norman Rogers; and 4 spaces across from 47 Van order Drive – Building #1 and 2 – north of the entrance off MacPherson Avenue. Any vehicles without permits parking in areas not signed for visitors will be ticketed and/or towed.

PETS

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.

The Tenant(s) acknowledges and agrees that:

1. Any domestic pet or animal, bird, fish or reptile brought into or kept in the building is the responsibility of the tenant(s). The tenant(s) 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(s), including, but not limited to the rental unit, other persons and their property.
3. The landlord may seek a court order removing the TENANT(S) if the animal or pet causes noise, odor, dirt, or damage of any sort to the premises, disturbs the quiet enjoyment of other tenants, is a threat or perceived a 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.
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. Please double bag any pet fecal material. Tenants are reminded that they should scoop when their dogs are around any university property.
7. No dogs or cats are allowed in any 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 tenant's 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).

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 period. Tenants eligible to do so may apply for a new lease in subsequent periods. Tenancy conditions such as student status, behaviour, 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 tenants 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. Tenants wishing to use Community Housing as a reference must sign a waiver of confidentiality. The University rules regarding confidentiality apply and require written permission from each tenant before any information may be released.

REPAIRS

All requests during business hours should be submitted via the online maintenance request form found on the Community Housing website.

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
4. AN CLACHAN ONLY – sink that will not drain/is backing up

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 our/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. In general, items related to safety, heat, etc. are addresses first. We thank you for your patience.

ROOFS, USE OF

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

SATELLITE DISHES

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

SMOKE DETECTORS, HEAT DETECTORS, MINI HORN

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 a 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.

Tenants are responsible to 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.

Tampering with fire protection devices is a very serious offence 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 that of others. If you have a malfunctioning fire detection device, please submit an online maintenance request. In the detail section of the maintenance request, indicate "URGENT" and our maintenance staff will attend.

Note:

- Each apartment and the common hallways of the building are equipped with fire detection equipment
- Posted in the 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 your hall storage closet (orange coloured notice)
- Additional fire safety related information is available on the Community Housing website.

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.**

In the case of 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.

SURROUNDING LANDS

Tenant(s) must not 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.

TENANTS' LIABILITY

The Tenants shall take all reasonable care to prevent damage to the rental unit either caused by the tenants' conduct or by the conduct of persons permitted on the premises by the tenants;

Drapes. Tenants are responsible for ensuring that curtains or drapes are 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.

Note 1: Operation of the windows within your apartment. The window openings are restricted to 4 inches. You can by-pass the restriction to open the window wider, however this will need to be done each time the window is opened after being closed as the latch resets. Please do not remove the restrictors; doing so will be considered damage to the apartment. Costs associated with the repair will be at the tenants' expense.

THROWING

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

VERMIN

Bedbugs. With high density populations occasionally there will be pest outbreaks including bedbugs. With the declining use of pesticides coupled with increasing exposure due to travel, outbreaks of bedbug infestations have been occurring at fine hotels, college/university residences and hostels across

Canada and the U.S. Sometimes, bedbugs are brought into a building unknowingly on luggage. If you suspect you have bedbugs in your unit, please contact Community Housing right away. Community Housing will take actions to investigate and if the presence of bedbugs is confirmed, we will involve a professionally licensed pest control company to treat the problem. As a tenant, your cooperation and active participation in dealing with the treatment will also be required including, but not limited to laundering your linen and clothing using as hot of washing/drying cycle as possible. Bedbug eradication is often a lengthy process and it may take repeated actions to treat the bedbug problem in your unit.

Cockroaches. Although little can be done to prevent an infestation of cockroaches, the practice of good sanitation and the elimination of accessible food are ways to minimize the extent of the infestation. Careful inspection of produce or packages entering the home can help to prevent cockroaches from establishing themselves in your building. If you suspect you have cockroaches in your unit, please contact Community Housing right away. Community Housing will take actions to investigate and if the presence of cockroaches is confirmed, we will involve a professionally licensed pest control company to treat the problem. As a tenant, your cooperation and active participation in dealing with the treatment will also be required.

Please note with any pest or vermin issue in a unit or in the building, no refund or reduction in rent will occur and tenants will not be relocated due to the increased risk of spreading the pest. Tenants are expected to fully participate in the eradication of any pest.

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 started within 3 days, please notify Community Housing in writing at its legal address.

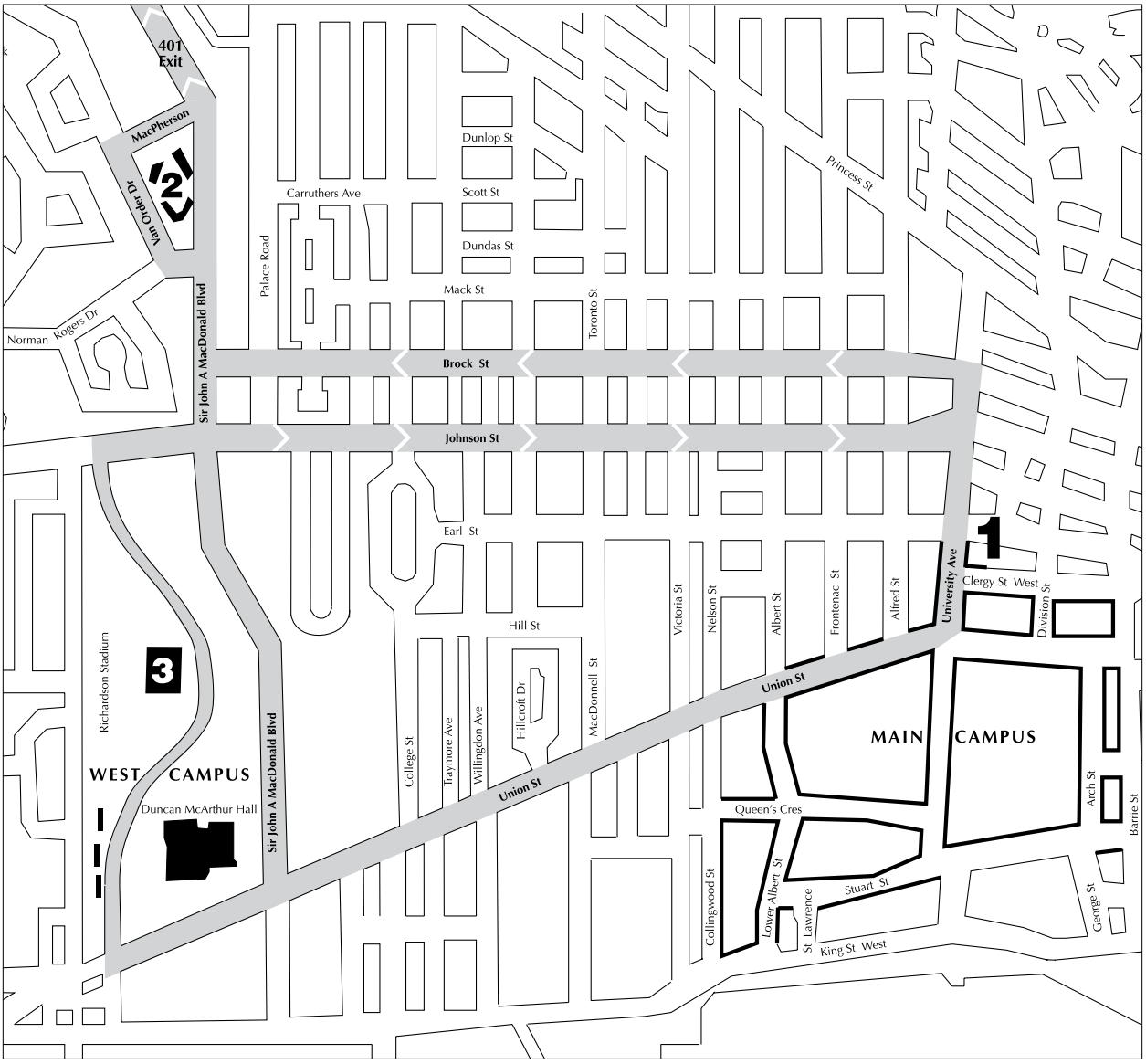
WEAPONS

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. If such weapons are found by staff of the University, the weapon(s) may be subject to impoundment on the instructions of the Associate Director, 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.

WIRING

Tenants experiencing or suspecting any problems with the electrical wiring in a unit should report it to Community Housing immediately.



KEY

1 Community Housing

2 An Clachan Complex

3 John Orr Tower

Most direct driving routes

Queen's UNIVERSITY

HOUSING AND
ANCILLARY SERVICES
Community Housing

22-0109 Queen's University Relations