# **Campus Housing**

# Student family housing Columbia Lake Village-North Community 2023-2024

### Preamble

This document outlines the terms and conditions of your student family housing residence contract with Campus Housing for 2023-2024 (the "Agreement"). Please make sure that you read and understand this contract prior to accepting it. Although every effort has been made to ensure the accuracy of the information, it may be subject to correction or change without notification.

## Contact information

Campus Housing Office: <a href="mailto:housing@uwaterloo.ca">housing@uwaterloo.ca</a>, 519-888-4567 ext. 42679,

Residence Life Co-ordinator (RLC): 519-888-4567 ext. 47567, Columbia Lake Village (CLV) Community Centre

Columbia Lake Village Maintenance: <a href="maint@uwaterloo.ca">clvmaint@uwaterloo.ca</a>

Columbia Lake Village Community Centre Front Desk: 519-888-4567, ext. 33837

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### 1.0 General

Please read this Agreement carefully before accepting your residence contract with Campus Housing. You and the University will be held accountable for complying with the terms and conditions outlined in this material.

The Columbia Lake Village-North community is intended for full-time University of Waterloo graduate students and students with families. The intention is to provide safe, comfortable, affordable housing to University of Waterloo students. If you will be a full-time student and meet the eligibility requirements outlined below, you are encouraged to apply for accommodation at Columbia Lake Village-North. If you are offered accommodation, it will be for a defined period with an option to renew if you continue to meet the eligibility requirements.

When applications are being considered, your student status will be verified. Offers are based on student family housing waitlist application submission date and time; in other words, on a first-come, first-served basis.

To live in residence at Columbia Lake Village-North, you are required to sign a residence contract with the University of Waterloo. This Agreement outlines the terms and conditions of living in residence and forms part of the residence contract. Student family units in Columbia Lake Village-North are administered in accordance with the Residential Tenancies Act, other applicable federal or provincial legislation (including human rights) and University of Waterloo policies and procedures. For further resources and information on renting in Ontario please visit the Government of Ontario's website.

### 1.1 Contingencies

Every reasonable effort is made to provide students with accommodation and services that meet their needs within the confines of student housing. Facilities and services may become unavailable because of factors that are beyond the control of Campus Housing. Under such circumstances, the University reserves the right to make assignments, provide alternative arrangements or substitute services as the situation requires.

In the event of fire, lightning, or tempest rendering the assigned accommodation to be uninhabitable, the rents shall cease until the assigned accommodation is again made habitable. You agree that you will then be responsible for finding and paying for other accommodation until the assigned accommodation becomes habitable.

# 2.0 Eligibility

#### 2.1 Full-time student status

To be eligible for residence at Columbia Lake Village-North student family housing, the primary tenant named in the residence contract must be a registered full-time student at the University of Waterloo (this includes full-time status at one of the Affiliated and Federated Institutions of Waterloo) throughout the term of the agreement and must live in the unit throughout the term of the agreement. If the primary tenant will be away for any period longer than two weeks, you must notify Residence Life Management prior to your departure to provide specific details regarding your planned date of return and contact information while you are away.

#### 2.2 Change in student status

Eligibility to live in residence is strictly adhered to. NOTE: Any change in your student status may affect your eligibility to live in the Columbia Lake Village-North student family housing.

If you are living in Columbia Lake Village-North student family housing and at any time you are not enrolled as a full-time University of Waterloo student for any reason whatsoever, you must notify your Residence Life Co-ordinator. If you are requested by the University to do so, you will vacate the unit no later than 60-90 days after the termination of your status as a full-time University of Waterloo student.

It is understood that in certain circumstances you may not be enrolled full-time for a limited number of terms while on inactive leave (such as maternity/parental leave or health concern). If this circumstance applies to you, you are to contact the Campus Housing Office at <a href="housing@uwaterloo.ca">housing@uwaterloo.ca</a> and/or your Residence Life Co-ordinator as soon as you become aware of the situation and may be required to provide medical documentation to verify your situation. If you are taking an approved parental leave, this must be reflected on Quest.

If you are on a co-op term, you may remain in your Campus Housing accommodation for the duration of the co-op placement. If your co-op placement is not local, you must notify the Campus Housing Office as soon as you become aware of the situation, and you will be required to vacate your residence for the duration of your co-op placement. You will be required to submit a new residence application upon your return to Waterloo.

You acknowledge by agreeing to the residence contract, that failure to notify as set out above, constitutes a fundamental breach of the agreement and a substantial interference with the reasonable enjoyment of the assigned accommodation for all usual purposes by the University and the other residents of Columbia Lake Village. You are responsible for continuing to abide by the terms and conditions of the residence contract at all times you are a resident of the community, regardless of your academic status.

NOTE: University of Waterloo Campus Housing will regularly review your student status to confirm academic eligibility. However, as a student in residence, it is your responsibility to ensure that you remain eligible for student housing, and that any planned or unplanned changes to your student status are brought to the attention of Campus Housing. Before dropping a course or changing your student status, consider meeting or consulting with your Residence Life Co-ordinator regarding your residence eligibility.

### 2.3 Family units

Columbia Lake Village-North student family housing provides accommodations for student couples and/or students with families. Our "family" definition follows the current definition of census family under Statistics Canada from May 26, 2021. This definition includes:

- A married couple and the children, if any, of either and/or both spouses.
- A couple living common law and the children, if any, of either and/or both partners; or
- A parent of any marital status in a one-parent family with at least one child living in the same dwelling of that child or those children.

All members of a particular census family live in the same dwelling. Children may be biological or adopted children regardless of their age or marital status as long as they live in the dwelling and do not have their own married spouse, common-law partner or child living in the dwelling. Grandchildren living with their grandparent(s) but with no parents present also constitute a census family.

In addition, a student may also apply for student family housing if they have other unique dependents, if the appropriate documentation as outlined in Section 2.5 below is provided. Evaluation of these unique dependents is made on a case-by-case basis and lies solely on the decision of Campus Housing staff.

Your spouse/partner/child/children/dependent(s) must be living with you on a full-time basis for you to qualify for student family housing. For couples, this means that both partners occupy the unit together at least four out of seven days each week.

If your family is abroad, you must provide documentation confirming their arrival to be eligible to receive a contract offer. Their arrival cannot be any later than the last day of the month that you moved into a Columbia Lake Village-North unit.

### 2.4 Four-person occupancy limit

Please note that Campus Housing has been formally advised that the Columbia Lake Village-North family two-bedroom townhouses have a maximum of 4-person occupancy, and that the existing basement room does not meet the safety requirements (egress) for a bedroom. This occupancy limit was set based on a commissioned report which reviewed the Ontario Building Code, Ontario Fire Code, and Waterloo Zoning By-Law. If your family is larger than four individuals, you should look for off-campus housing through the University of Waterloo Off-Campus Housing website.

If you are already living in student family housing and your family becomes larger than four individuals, you are required to notify Campus Housing of this change, and, if the University requires you to do so, you will vacate the unit no later than 90 days after the change of unit occupancy.

### 2.5 Documents required

#### A couple must provide:

- a) marriage certificate, or
- b) a document signed before a commissioner for taking affidavits/notary public in which both parties swear/affirm that they have been living in a common-law relationship for at least one year <u>and</u> a notarized copy of a document dated at least 11 months ago proving the existence of a shared lease, bank account, credit card or utility bill.

#### A one-parent family must provide:

- a) adoption documents or birth registration paperwork or school registration paperwork, and
- b) proof of custody of the child/children such as separation/divorce/custody documents

#### A couple with child/children must provide:

- a) marriage certificate, or
- a document signed before a commissioner for taking affidavits/notary public in which both parties swear/affirm that they have been living in a common-law relationship for at least one year <u>and</u> a notarized copy of a document dated at least 11 months ago proving the existence of a shared lease, bank account, credit card or utility bill,
- c) adoption documents or birth registration paperwork or school registration paperwork.

#### A student with any other unique dependents must provide:

- a) evidence of address with respect to both the student making the claim and the dependent,
  and
- b) evidence with respect to maintenance of the home by the student making the claim (proof of payment of utilities, taxes, mortgage, or rent), **and**
- c) evidence of the family relationship underlying the claim (birth certificate(s), marriage certificate(s)).

NOTE: In the case of a relative with an impairment, medical documentation would also be required.

If your spouse/child(ren) are not currently living with you or will not be arriving in Columbia Lake Village-North with you, you must provide proof that they will be coming to live with you. In the case of family members who are out of the country, you must provide proof of VISA documents and airline tickets proving that they will be arriving no later than the last day of the month that you moved into a Columbia Lake Village-North unit.

# 2.6 Change in family status

If there is a change in your family situation (such as no longer a couple, no longer living together, addition of a child, change to custody of a child, etc.), notify your Residence Life Co-ordinator immediately. The University, may, in its discretion, require the remaining resident(s) to move to more appropriate accommodation or to vacate the unit if eligibility requirements are not satisfied. Failing to notify as required may result in non-renewal or termination of the residence contract.

### 2.7 Period of tenancy

Your contract with the University of Waterloo takes effect upon receipt of your non-refundable deposit, as well as the signed N11 form and residence contract. Your tenancy begins at 12:00 p.m. (noon)

on the date specified in your contract offer. You are required to vacate your unit and return your keys by 12 p.m. (noon) on the last day of the tenancy indicated on your residence contract and N11 form.

### 2.8 Additional terms of tenancy

Once you have entered a residence contract, you may be offered an additional term of occupancy. Approximately seventy-five (75) days before the end of the tenancy period, you may be sent an offer via email for an additional term of occupancy; you must submit a signed and dated N11 form and accept the offer before the expiry date to finalize your renewal.

To receive an offer for an additional term of tenancy, you must already be living in student family housing, and you must continue to meet student housing eligibility requirements, as outlined in Section 2.0, at the time of renewal offers.

If an additional term of tenancy is granted, it is conditional on continued eligibility of Section 2.0 and compliance with the terms and conditions of the residence contract. A breach during the original term may result in revocation of the additional term.

### 2.9 Terminating your residence contract

Unless you accept an offer for an additional term of tenancy, you are required to vacate your unit by 12:00 p.m. (noon) on the last day of the tenancy, as reflected in the signed and dated N11 form.

Submission of the signed residence contract, N11 form and deposit creates a binding agreement. If you decide not to move in, you are responsible for providing a minimum of 60 days written notice to Campus Housing. You are responsible for rent owing for 60 days from the date the notification is received by Campus Housing. Your residence deposit is non-refundable.

Should you desire to vacate the assigned unit before the end of the tenancy period, you must provide at least 60 days written notice of your intent to vacate, effective the last day of a month. You are responsible for rent owing to the date termination takes effect. Written notice to terminate your residence contract can be sent via email to <a href="mailto:housing@uwaterloo.ca">housing@uwaterloo.ca</a>.

You are to vacate your unit and return your keys by 12:00 pm (noon) on the last day of the tenancy or on the day you are requested leave/vacate in the case of eviction.

### 3.0 Fees

#### 3.1 Rent and rent increases

Your monthly rental fee includes heat, electricity, water, and Internet supplied in reasonable quantities.

Rent is due and payable on the first day of each month. In the event the first of the month falls on a weekend or statutory holiday, rent is due on the first business day of the month. Rent payments can be made online by credit card or in-person, by money order or certified cheque, at the Columbia Lake Village Community Centre Front Desk. Post-dated or personal cheques and wire/bank transfers are not accepted.

Rent is generally increased on the first day of August of any year. Residents are provided with ninety (90) days formal notice of any rent increase.

To find out more about Rent increases in Ontario, visit the <u>Ontario Government's Residential rent increases website</u>. NOTE: Columbia Lake Village-North is exempt from rent control as outlined in the Residential Tenancies Act.

#### 3.2 Income tax

Residence fees cannot be claimed as rent for income tax purposes. Under the Income Tax Act and Assessment Act, Universities are exempt from paying municipal property taxes.

Currently, the Income Tax Act stipulates that all students living in designated university (tax-exempt) student residences are limited to an Ontario Energy and Property Tax Credit claim based on an occupancy cost of \$25 for the time they live in a student residence. Therefore, the maximum amount that can be claimed for income tax purposes is \$25, subject to amendments to the Income Tax Act and related regulations from time to time.

If you are filing a paper or an electronic income tax return, you do not need to include residence receipts with your return. For that reason, Campus Housing does not provide residence receipts. Rent payments for the Columbia Lake Village-North community are not eligible for any other income tax credits.

#### 3.3 School fees

Columbia Lake Village is located on tax-exempt land; therefore, legislation provides school boards to levy tuition for children living in Columbia Lake Village and attending school.

If you have school-aged children, you will be obligated to pay tuition fees to the local school board. You are strongly advised, at your earliest convenience, to contact the <u>Waterloo Region District School Board</u> or the <u>Waterloo Catholic District School Board</u> for information regarding school tuition.

#### 3.4 Election note

In the event of an election during the term of this contract, we will provide the appropriate agency responsible for conducting the election with verification of residence. If you do not wish to have your residence verified with such bodies, you must advise Campus Housing in writing within the first two weeks of the start of this contract.

### 4.0 Townhouses

### 4.1 Responsibility for contents

Your unit is equipped with a refrigerator, stove, washer, dryer, and window coverings on all windows. You will be held financially responsible for any damage or loss to your unit, its contents, and for the cleanliness of your unit when you vacate.

Property (regardless of value) left in or around the unit after the unit has been vacated is abandoned and will be removed at a minimum fee of \$100. This fee is charged to the primary tenant's Quest account. We do not accept responsibility for the storage or safekeeping of property abandoned in residence units.

Residents and their dependents are not permitted to leave bicycles locked on any trees or posts within the community. Bicycles must be secured to the bike racks provided. Any damage caused by storing bicycles elsewhere may result in a fine. Indoor furniture must not be stored on the outside patio.

The University of Waterloo is not liable, directly, or indirectly, for any loss or theft of personal property, or for the damage or destruction of such property by fire, water, or other use. We strongly recommend that you obtain adequate personal insurance to cover your personal property while living in Columbia Lake Village-North.

#### 4.2 Pest control

Campus Housing has an established and successful procedure for the unlikely event that a case of bedbugs is confirmed. We will work closely with any resident who suspects that bedbugs may be present in their room. This includes testing and if applicable, treatment. Students who suspect a case

of bedbugs should immediately notify the Columbia Lake Village Community Centre Front Desk or Columbia Lake Village-North Maintenance at <a href="maint@uwaterloo.ca">clvmaint@uwaterloo.ca</a>.

Our practice is not to relocate the resident due to the increased risk of spreading. We will work closely with the resident and require their full participation in the process.

#### 4.3 Keys

You will pick up a key(s) for your assigned unit at the Columbia Lake Village Community Centre Front Desk. To pick up your key(s), you must show photo identification for all adults (passport, driver's license) and identification for all children (passport, birth certificate) identified in the tenancy agreement. If you cannot provide identification for all tenants, you will not be given keys to your unit.

Lost keys must be reported immediately to the Columbia Lake Village Community Centre Front Desk. If you lose your key(s), a spare one will be issued for up to 7 days to allow you to find the original. If after 7 days your key(s) has not been located, your lock will be changed and a minimum fee of \$100 will be charged to the primary tenant's Quest account to cover the cost of the lock change.

If you fail to return all key(s) to your unit at time of move out (12:00 p.m. noon on the last day of the tenancy or day asked to leave) you will be assessed a non-refundable \$100 fee to cover cost of a lock change.

#### 4.4 Cleanliness of units

You are responsible for maintaining an acceptable level of cleanliness in your unit. It is your responsibility to ensure that your unit's washroom facilities and appliances provided are properly maintained and cleaned on a regular basis.

You are expected to clean your unit prior to vacating. Any damage beyond normal wear and tear or any excess cleaning required by Campus Housing staff will be billed to the primary tenant.

You are also responsible for properly disposing of garbage by tightly sealing and placing it in the outdoor garbage containers provided.

#### 4.5 Maintenance and repairs

Any resident requesting repairs to a unit must submit an email to Columbia Lake Village-North Maintenance at <a href="mailto:clvmaint@uwaterloo.ca">clvmaint@uwaterloo.ca</a>. When emailing a maintenance or repair concern, please include your name, student number, unit, and description/pictures as needed. This email permits University staff or its agents to enter the unit to make the necessary repairs.

You also agree to permit the University, its employees, or agents to enter upon, inspect, repair, and treat the unit from time to time, as may be required. Upon 24 hours written notice, the University may enter the unit to make repairs between the hours of 8:00 a.m. and 5:00 p.m. In the case of emergency, 24-hour notice is not required to enter a unit.

#### 4.6 Indoor alterations

The Resident promises, covenants and agrees to not to effect alterations of any kind to the Premises, including but not limited to the walls, floors, ceilings, furniture, plumbing, electrical, appliances and equipment. If the Resident fails to comply to this provision, the Resident will be responsible for the cost of putting the Premises back to the original condition.

For example, installing a bidet in your unit is not permitted. In this example, if a tenant is found to have installed a bidet in their unit, the tenant would be responsible for any costs incurred by Campus Housing to return the unit's plumbing and washroom back to its original condition. NOTE: If you have a medical need requiring access to or use of a bidet, you must go through the <a href="Accessible Housing process">Accessible Housing process</a> to request one.

Additionally, please note:

- Dishwasher appliances of any kind installed dishwashers or portable dishwashers are not permitted in Campus Housing units.
- Basement study rooms in Columbia Lake Village-North cannot be used or furnished as bedrooms or sleeping spaces.

### 4.7 Asbestos in buildings

The University of Waterloo maintains an Asbestos Management Program, conforming to Ontario Regulation 278/02 – Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations. Some Campus Housing buildings do contain asbestos. An up-to-date inventory of the presence of asbestos in buildings has been complete. Asbestos poses a health risk only when fibers are present in the air that people breathe. In the event of renovations, repairs, and construction the University adheres to strict regulations and legislation to protect everyone who works or lives in areas that may contain asbestos. The Safety Office offers ongoing support and maintains the policy to ensure the asbestos management program is followed in campus buildings.

#### 4.8 Mold

Students are responsible to report issues with their townhouses including the presence of mold and mildew. Should a student believe mold is present in their townhouse, or common spaces, students must report this information to their residence facilities staff who will work towards resolving the issue. The presence of mold will not require a student to vacate or move residence assignments.

Some rooms naturally have more moisture (due to sun exposure/heat). To maintain adequate moisture levels students are responsible to use their room in a reasonable manner. This includes, but is not limited to:

- Ensuring closets are not full to allow for adequate air flow.
- Making sure windows and blinds are opened regularly.
- Avoid using humidifiers and are encouraged to use fans/de-humidifiers.

Campus Housing staff may enter townhouses periodically to ensure moisture is well maintained and to advise students of any corrective actions.

Should the room condition or condition of common space affect a new or pre-existing medically documented need, students must complete the <u>Accessible Housing process</u> to explore a room change if required.

### 4.9 Outdoor alterations and yard maintenance

Installing any additional fencing is prohibited. Residents are not permitted to garden except for container plants situated on the concrete patio. All backyard items, including lawn furniture and barbeques, can only be situated on the concrete patio.

The grass will be mowed, and the general maintenance of weeds, bushes, and trees will be taken care of in the Columbia Lake Village community. Campus Housing attempts to ensure these activities do not begin before 7:00 a.m., except for snow removal which may begin before 6:00 a.m. Residents are expected to abide by the <a href="Lot maintenance bylaw">Lot maintenance bylaw</a> as outlined by the City of Waterloo. These standards were established for the safety and visual condition of yards (excluding buildings) and vacant lands. Yard maintenance includes the removal of rubbish, garbage, litter and debris, wrecked, dismantled, unlicensed or inoperative vehicles, trailers, machinery and appliances, and animal waste from public or private property.

If a tenant is found to be in breach of these provisions, the University reserves the right to take such action as it deems appropriate in the circumstances, including but not limited to, immediately terminating the residence contract, and evicting the tenant.

#### 4.10 Air conditioners

Air-conditioning units are permitted in Columbia Lake Village-North townhouse; however, the following restrictions apply:

- One (1) air conditioner is permitted per townhouse.
- The air conditioner must be CSA approved and operate on 115 volts.
- Portable, free-standing units only; window mounted air conditioner units are not permitted.

### 4.11 Parking

All residents and guests must adhere to the University of Waterloo's parking regulations. Residents wanting to park their vehicle at Columbia Lake Village-North must purchase a parking permit from the <u>University of Waterloo Parking Services Office</u>. Parking on any roadway or emergency access road is strictly prohibited. Current parking fees are available on the Parking Services website.

All guests who want to park at Columbia Lake Village-North must purchase a guest parking pass from the Pay and Display terminal located in the parking lot next to the Columbia Lake Village Community Centre. Guests may purchase parking passes for 24 hours at a time.

### 5.0 Residence network

The residence network is a wireless and wired network that provides Internet and campus network access throughout residences. All areas of residence rooms are provided with a wireless Internet connection. Wireless access is provided in both the 2.4 GHz band, as well as the 5 GHz band. The wireless signal strength should be no less than -75 dBm on either wireless band. Network issues can be reported to the Residence IT Service Desk. Residence Networks, within Campus Housing, follow the general guidelines on use of Waterloo computing and network services. Guidelines can be found through Information Systems and Technology.

#### 5.1 Misuse

The following are specific items that are considered misuse. They could result in **immediate disconnection** of your Internet connection without notice, and/or other sanctions as deemed appropriate by Residence Life staff.

- Uploading, downloading, or sharing of any copyrighted materials including, but not limited to, movies, music, games, and software.
- Setting up of any server including, but not limited to, DHCP, SQL, FTP, WSeb, File and
- Scanning the network for any reason.
- Malicious hacking in any form.
- Sharing of any material deemed inappropriate or offensive.
- Tampering with or removing wireless access points in residence, or any other network hardware in residence.
- Any activity that degrades the performance, or impacts the security, of the network.
- Broadcasting a wireless network of any sort, including access point wireless printers.
- Spoofing, or imitating, any official University of Waterloo networks such as eduroam or uwwifi-setup-no-encryption.

Problems arising from use for purposes other than those intended by the University of Waterloo will be seen as misuse. If you feel that ResNet does not meet your needs, you are welcome to arrange for an outside Internet Service Provider (ISP) at your own expense. Prior to arranging an alternative ISP, the Residence IT Service Desk should be consulted to ensure the required infrastructure exists. The University of Waterloo reserves the right to disconnect (without notice) any port if misuse is suspected. Misuse could ultimately result in disciplinary action up to and including eviction from residence and/or referral for academic disciplinary action. Commercial or criminal use of network resources is strictly prohibited, as is any use that may impact the performance of the network. Students are expected to comply fully with both the letter and the spirit of the law with respect to copyright and patents and thereby honour intellectual property rights.

### 5.2 Security

You are expected to ensure that your network-connected device is secure and does not pose a risk to yourself or others. Up-to-date virus protection is essential. The University of Waterloo will not be held responsible for damage, or data loss, to any network connected device that is vulnerable in any way. Developments that pertain to information technology may change from time to time, and you are expected to abide by these policies. Please visit <a href="Campus Housing's Internet & Technology page">Campus Housing's Internet & Technology page</a> on a regular basis to stay up to date.

#### 5.3 Network limitations

The residence network is an enterprise grade network that has security features enabled which are incompatible with some devices. Devices that rely on the ability to communicate with each other over the network (inter-client communication) will not function on the network; some examples of these devices are Chromecasts, wireless printers, wireless speakers, smart home accessories, etc. Devices that do not support WPA2-Enterprise encryption can be whitelisted to connect to uw-wifi-setup-no-encryption on a case-by-case basis. Uw-wifi-setup-no-encryption is an unencrypted network; users of this network are advised to practice caution in which traffic is sent over this network, and the University of Waterloo assumes no responsibility for any data loss or device vulnerability caused by use of this network.

### 6.0 Behaviour

### 6.1 Smoking

Smoking and smoking related activities (including, but not limited to, vaping and e-cigarettes) are strictly prohibited in all residence buildings and immediate surrounding area. Consideration for others must prevail at all times. Smoking is permitted 10 metres away from buildings on campus. Residents must take measures to reduce the impact of scent within the community after smoking off-campus or outdoors. Smoking in residence may result in a fine, notice of behaviour, or other sanctions.

### 6.2 Drugs

Per University of Waterloo Policy 29, the University prohibits the smoking or vaporizing of cannabis on University property, except for the purposes of medicinal use which may occur only with appropriate documentation provided to the University (AccessAbility Services for students and Occupational Health for employees). Residents must be of legal drinking age (19 years of age), as defined by Ontario law, in order to consume cannabis and/or have cannabis in their unit.

Students in residence are prohibited from trafficking, possessing, using, or consuming any illegal drug substance in residence or surrounding property. Individuals found to be involved in drug trafficking will be immediately evicted from residence or surrounding property and may face charges under the Criminal Code of Canada. Residence Life staff reserve the right to prohibit any abuse or excessive use of any substance (including but not limited to over-the-counter substances, prescription, or legal drugs) based on the effect to the residence community.

The possession or use of illegal drugs, being party to the consumption or use of illegal drugs by being willfully present during their use or consumption or return to residence under the influence of illegal drugs, constitutes cause for disciplinary action, up to and including eviction. If a resident breaches this policy, the Residence Life staff may intervene. Residence Life staff reserves the right to contact Emergency Services if they feel that a resident's or guest's well-being is in question. Any costs associated with this are the responsibility of the individual. In addition, the Residence Life Co-ordinator may impose conditions to address the behaviour, including but not limited to:

- A meeting with Residence Life Staff
- · A Notice of Behaviour
- Completion of an educational sanction
- Privilege restrictions
- Eviction

### 6.3 Emergencies

The Resident acknowledges and agrees that during any emergency, University staff may enter the unit without notice.

### 6.4 Fire Safety

When notified of fire or other emergencies in your unit, all persons must immediately evacuate the building and remain outside until permission to re-enter has been granted by Waterloo personnel. Failure to do so is a major infraction of the law. The discharging, tampering with or operating of any fire prevention or detection apparatus for any purpose other than the control of fire is strictly prohibited.

Storage of flammable solvents and the keeping of any explosive material is prohibited.

Residents must use only CSA, UL-approved or Canadian certified electrical equipment; the rated 40 watts of light fixtures must never be exceeded and will be considered a fire hazard and treated accordingly.

No resident or guest is permitted to use the basement areas in Columbia Lake Village-North as sleeping quarters due to fire code regulations.

If a tenant is found to be in breach of these provisions, the University reserves the right to take such action as it deems appropriate in the circumstances, including but not limited to, immediately terminating the residence contract, and evicting the tenant.

#### 6.5 Harassment/abuse

Freedom from bodily harm, threats, and damage to personal property by others is a universal right. Any resident who denies another resident or staff member those rights will be in breach of the residence contract and may face criminal charges. Complaints or inquiries regarding these issues can be made to the Don, Residence Life Co-ordinator, or the Human Rights, Equity and Inclusion office.

# 7.0 Use of space

### 7.1 Sharing the unit/subletting

You are strictly prohibited from sharing your unit with people who are not listed on the residence contract (other than a boarder as set out in Section 7.2 below), either to assist someone by allowing them to live with you free of charge or to offset your rent (known as subletting). Unauthorized sharing or subletting is not permitted; both are cause for eviction and/or non-renewal. Townhouse mailboxes are for resident's use only.

#### 7.2 Boarders

A couple without children living in their unit are permitted to have one boarder under the following conditions:

- 1. The boarder is a full-time University of Waterloo student.
- 2. A Request for Boarder Form is submitted by the primary tenant.
- 3. The boarding arrangement is for the period specified on the Request for Boarder Form.
- 4. The boarder agrees to abide by the terms of the residence contract (a copy of which is provided to him/her by the primary tenant).
- 5. The boarder is not permitted to use the basement areas in Columbia Lake Village-North as sleeping quarters due to fire code regulations.

A <u>Request for Boarder Form</u> must be completed for each term. The boarder may not take over the residence contract under any circumstances. The boarder must pay their rent to the primary tenant who is responsible for paying the full rent of their unit to the University as outlined above. The primary tenant and boarder must be present at time of key pick-up.

If there is a change in the family unit (i.e., dependent child or parent is now living in the unit) then the boarder must vacate immediately.

If a tenant is found to have an unregistered boarder, and/or the boarder does not meet all the above criteria, the University reserves the right to take such action as it deems appropriate in the circumstances, including but not limited to immediately terminating the residence contract, and evicting the tenant.

#### 7.3 Guests

Guests are permitted to visit residents living in Columbia Lake Village-North. If you wish to have a guest visit for longer than three days, and the this will exceed building occupancy limits (Section 2.4), please inform your Residence Life Co-ordinator. The University reserves the right to limit the number of guests permitted to stay with you and the duration of visits. The units/services are not designed to accommodate additional people on a regular or longer-term basis.

If a tenant is found to be in breach of these provisions, the University reserves the right to take such action as it deems appropriate in the circumstances, including but not limited to, immediately terminating the residence contract, and evicting the tenant.

Residents are responsible for any guest's behaviour and any financial consequences of a guest's actions. Residents must ensure that guests abide by the policies, rules, regulations, and terms contained in this document.

Any person found in residence who is not a guest of a resident or who cannot give a satisfactory explanation for his/her presence must be reported immediately to the Columbia Lake Village Community Centre Front Desk or to <a href="Special Constable Service">Special Constable Service</a> at 519-888-4911.

Salespersons, canvassers, and agents are not allowed in residence, nor may a business be operated in residence. The Columbia Lake Village Community Centre Front Desk should be notified of any such activity immediately.

#### 7.4 Commercial use

The use of a townhouse or mailbox for any commercial purpose is prohibited.

#### 7.5 Pets

Pets are permitted in the family units of Columbia Lake Village-North only. The pet must be always restrained and kept under control by the resident. The pet shall not interfere with the reasonable enjoyment of the unit and surrounding community for usual purposes by other residents. The pet cannot pose a threat or danger to, or impair the safety of, the other residents or staff. Any damage to the unit caused by a pet is the sole responsibility of the tenant and the tenant is held financially responsible. The resident shall comply with all <a href="City of Waterloo animal control by-laws">City of Waterloo animal control by-laws</a> in place (e.g., number of dogs allowed, types of pets allowed etc.). Excessive noise caused by pets will be addressed as unreasonable noise and will be treated accordingly. It is the responsibility of all pet owners to clean up animal waste in their yards as well as in the community.

# 8.0 General provisions

The tenant hereby confirms that they have received, read, and understands the residence contract, this Agreement and the University of Waterloo policies, regulations and procedures and agrees that the foregoing forms part of this Agreement, and the student hereby agrees to comply with all of the foregoing. The University of Waterloo reserves the right to amend or make additional rules and regulations concerning the room and/or the residence, which shall form part of this Agreement and the Student hereby agrees to be bound by such amendments or additions. Any breach of any such policies shall be considered a breach of this Agreement. The tenant(s) agree to indemnify and save the University harmless from and against all claims, demands, costs, losses, damages, and expenses suffered by the University caused by or arising from the resident's

occupation or possession of the rented unit, and from all claims and demands and against the University on account of or in respect of the rented unit or of such occupation or possession thereof.

A waiver by the University of any breach of covenant on behalf of one resident shall not be a waiver of such covenant for any other resident or any other residents of Columbia Lake Village.

The resident acknowledges and agrees that no oral or other representations or promises other than those contained herein have been made by the University or its employees or agents but not limited to, representations as to condition of the unit or regarding any decorating, altering or improvement of the unit.

If a tenant is found to be in breach of these provisions, the University reserves the right to take such action as it deems appropriate in the circumstances, including but not limited to, immediately terminating the residence contract, and evicting the tenant.

Reference herein to the tenant shall be deemed to include the heirs, executors, administrators of the resident and if the resident be female or male, or if there be more than one resident, the pronouns used throughout shall be taken as altered accordingly.

# 9.0 Enforcement of tenancy agreement

Residence staff have a responsibility to enforce residence rules, regulations, and the terms of the residence contract. When you agree to this residence contract, you agree to abide by the direction and authority of all residence staff.

You also agree to pay all costs and expenses of any kind whatsoever, including legal fees on a solicitor and client sales, incurred by the University in enforcing compliances by the resident(s) of the terms of this agreement.

Any notices required to be given hereunder shall be sufficiently given or delivered:

- to the resident personally, by email to the resident's Waterloo email address, or sent by mail addressed to the resident at the unit.
- to the University, delivered to the Columbia Lake Village Community Centre Front Desk during normal business hours.