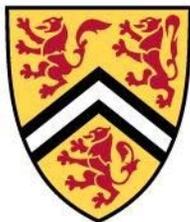




Student Family Housing Columbia Lake Village-North Community

Terms and Conditions 2019-2020

This document outlines the terms and conditions of your residence contract. 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.



**UNIVERSITY OF
WATERLOO**

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INTRODUCTION

Contact Information

Housing Administration: housing@uwaterloo.ca, 519-888-4567 ext. 32679, Student Life Centre 0134
Residence Life Co-ordinator (RLC): 519-888-4567 ext. 37567, Columbia Lake Village (CLV) Community Centre
Columbia Lake Village Maintenance: clvmaint@uwaterloo.ca
Columbia Lake Village Community Centre Front Desk: 519-888-4567, ext. 33837

General

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

The Columbia Lake Village-North (CLV-North) community is intended for full-time University of Waterloo (UWaterloo) graduate students and students with families. The intention is to provide safe, comfortable, affordable housing to UWaterloo 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 four (4)-month term (dependent on date of application), renewable if you continue to meet the eligibility requirements and have complied with the residence terms and conditions.

When applications are being considered, your student status will be verified. Offers are given 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. The material you are reading here outlines the terms and conditions of living in residence and forms part of the residence contract. 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 UWaterloo policies and procedures.

Contingencies

Every effort is made to provide students with accommodation and services that meet their needs. Facilities and services may become unavailable as a result of factors that are beyond the control of the Department of Housing and Residences. 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 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.

ELIGIBILITY

Full-time student status

To reside at Columbia Lake Village-North, the primary tenant named in the residence contract must be a registered fulltime student at the University of Waterloo (this includes full-time status at one of the University's federated and affiliated Colleges) 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 prior to your departure to provide specific details regarding your planned date of return and contact information while you are away.

Change in student status

If at any time you stop being a full-time student for any reason whatsoever, you must notify your RLC. If you are requested by the University to do so, you will vacate the unit no later than thirty (30) days after the termination of your status as a full-time UWaterloo 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 Housing Administration as soon as you become aware of the situation and may be required to provide medical documentation to verify your situation.

If you are on a local co-op term, you may remain in your Waterloo residence for the duration of the local co-op placement. If your co-op placement is not local, you must notify Housing Administration 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.

Please note that the Department of Housing and Residences will review your student status to confirm eligibility.

Family units

Columbia Lake Village-North provides accommodations for graduate students, student couples, and students with families. A couple, for the purposes of this agreement, is defined as two people living in a spousal/partner long-term conjugal relationship. "Family" means being in a parent-child relationship or a parent and child type of relationship. This means that you may include an extended family member, such as a sibling, parent, cousin, only if you are the legal guardian of that individual.

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

If applying and your family is abroad, you must provide documentation confirming their arrival. Their arrival cannot be any later than the last day of the month you've moved in to a CLV-North unit.

Please note that the townhouses are designed to accommodate only up to four occupants. If your family is larger than four individuals, you should look for off-campus housing through the off-campus housing website: uwaterloo.ca/och

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 AND 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 single parent 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
- 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 AND 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 AND
- c) adoption documents or birth registration paperwork or school registration paperwork.

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 within the same month you acquire accommodation.

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.), you must advise Housing Administration 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.

Period of tenancy

Your contract with the University of Waterloo takes effect upon receipt of your non-refundable deposit and signed residence contract. Your initial tenancy period is typically a four (4)-month period. Your tenancy begins on the date specified in the residence contract. You are required to vacate your unit and return your keys by 12 p.m. (noon) on the last day of the tenancy.

Additional terms of tenancy

Once you have entered into a residence contract, you may be able to apply for an additional term of occupancy. Approximately seventy-five (75) days before the end of the tenancy period, you may be sent an application for an additional term of occupancy.

If an additional term of tenancy is granted, it is conditional on continued eligibility 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.

Terminating your residence contract

Unless you submit a request for an additional term of tenancy which is granted, you are required to vacate your unit by 12 p.m. (noon) on the last day of the tenancy.

Submission of the signed residence contract and deposit creates a binding agreement. If you decide not to move in, you are responsible for providing 60 days' written notice to Waterloo Residences. You are responsible for rent owing for 60 days from the date the notification is received by Housing Administration. 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. The remaining resident, if any, shall advise the University and the University, may, in its discretion, require the remaining resident to move to more appropriate accommodation or to vacate the unit if he/she does not meet eligibility requirements.

Vacating

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

FEES

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 by credit card or INTERAC® Online through at uwaterloo.ca/housing/single-grad-families (click on Pay Rent Online button). Rent can be paid in person, by cash or cheque, at the Columbia Lake Village Community Centre Front Desk. Post-dated cheques are not accepted. Cash and wire/bank transfers are NOT accepted for residence deposits.

If your cheque is returned due to non-sufficient funds, you will be required to pay a service charge of \$60. Additional bank charges may also be applied by your banking institution.

Rent is generally increased on the first day of September of any year. Columbia Lake Village-North is exempt from rent control as outlined in the Residential Tenancies Act. Residents are provided with ninety (90) days' notice of any rent increase.

Income tax

If, during the tax year you lived at a designated Ontario university, you can only claim \$25 as your occupancy cost for the part of the year that you lived in residence. Residences are on tax-exempt land and students are not charged taxes on their residence fees as a result. 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, Waterloo Residences does not provide residence receipts.

Rent payments for the Columbia Lake Village-North Community are not eligible for any other income tax credits.

School fees

Columbia Lake Village is located on tax-exempt land, therefore legislation provides for 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 Waterloo Region District School Board 519-570-0300 or the Waterloo Catholic District School Board 519-578-3660 for information regarding school tuition.

TOWNHOUSES

Responsibility for contents

You are provided with a Unit Inspection Form when you check in. Please inspect your unit carefully and complete your Unit Inspection Form. The completed form is retained by the University as a check against loss or damage to the unit and its 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 considered to be 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 CLV-North

Keys

You will pick up a key(s) for your assigned unit at the Front Desk in the Columbia Lake Village Community Centre. In order 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 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 p.m. noon on the last day of the tenancy or day asked to leave) you will be assessed a non-refundable \$50 fee to cover cost of a lock change.

Residence Network - Computer network

The following items are considered misuse of the residence network and could result in an immediate disconnection of your Internet connection without notice and/or other sanctions as deemed appropriate by Residence Life staff.

- a) Uploading, downloading, or sharing of any copyrighted materials including, but not limited to, movies, music, games, and software.
- b) Setting up of any server including, but not limited to, DHCP, SQL, FTP, WSeb, File and IIS. c)
Hacking in any form.
- d) Sharing of any material that could be deemed inappropriate or offensive.
- e) Tampering with/or removing Access Points in residence.
- f) Any activity that degrades the performance or impacts the security of the network.
- g) Setting up a personal wireless router for any reason.
- h) Setting up a wireless printer which broadcasts a network (access point mode).

Problems arising from Residence Network use for purposes other than those intended by the University will be seen as misuse. If you feel that the Residence Network does not meet your needs, you are welcome to arrange for an outside Internet Service Provider (ISP) at your own expense.

The University 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.

You are expected to ensure that your system is secure and does not pose a risk to yourself or others. The University will not be held responsible for any damage to any system that is vulnerable in any way.

The University discourages file sharing on the network. Enabling this feature could result in loss of data or system failure depending on the security level of your machine.

You are expected to abide by these policies. Please visit the following link on a regular basis to stay up to date: uwaterloo.ca/housing/technology

Contact the Residence IT Service Desk office at 519-888-4567, ext. 33538, or by email to reshelp@uwaterloo.ca if you have any questions.

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 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.

Maintenance and repairs

Any resident requesting repairs to a unit must submit an email to CLV-North Maintenance at clvmaint@uwaterloo.ca. 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 a.m. and 5 p.m. In the case of emergency, 24 hours' notice is not required to enter a unit.

Indoor Alterations

The Resident promises, covenants and agrees to:

Not to effect alterations of any kind to the Premises, in particular, 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.

Outdoor alterations and yard maintenance

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

Grass will be mowed and the general maintenance of weeds, bushes, and trees will be taken care of in the Columbia Lake Village community. Residents are expected to abide by the yard maintenance standards as outlined by the City of Waterloo (<https://www.waterloo.ca/en/living/bylaws-and-enforcement.aspx>). 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.

Air conditioners

- One (1) air conditioner is permitted per townhouse – portable air conditioners are preferred □ Must be CSA approved and operate on 115 volts
- Dimensions of window air conditioners are 26" wide and 20" high (or smaller)
- Window air conditioner must be installed by Residence maintenance staff and in the main floor living room window

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 only permitted 10 metres away from buildings on campus. Smoking in residence may result in a fine and/or behavioural contract.

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).

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 behavioural contract
- Completion of an educational sanction
- Privilege restrictions
- Eviction

Emergencies

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

Fire Safety

No resident or guest is permitted to use the basement as sleeping quarters due to fire code regulations.

When notified of fire or other emergencies in your unit, all persons must immediately evacuate the building and remain outside until permission has been granted by UWaterloo staff to re-enter.

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.

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.

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 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.

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 (uwaterloo.ca/housing/residences/columbia-lake-village/clv-north-eligibility) 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 as sleeping quarters due to fire code regulations.

A Request for Boarder Form 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 of 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.

Overcrowding

The University reserves the right to terminate a residence contract and evict the tenant(s) at any time when the number of persons in the unit raises a safety or health hazard pursuant to any and all applicable by-laws, regulations, and statutes.

Guests

Guests are permitted to visit residents living in Columbia Lake Village-North. Friends or family visiting residents are permitted to stay for two-three days at a time. If you wish to have a guest visit for longer than three days, please inform your Residence Life Coordinator. 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 Front Desk or the University of Waterloo Police at 519-888-4567 ext. 22222.

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

Commercial use

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

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 Residence Life Co-ordinator (RLC) or the University Conflict Management & Human Rights Office.

Drugs

Residents are prohibited from trafficking, possessing, using, or consuming any illegal drug substance in residence. Individuals found to be involved in drug production or trafficking will be immediately evicted from residence and may face charges under the Criminal Code of Canada.

Pets

Pets are permitted in the family units of Columbia Lake Village-North only. The pet must be restrained at all times 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 City of Waterloo animal control by-laws in place (e.g. number of dogs allowed, types of pets allowed etc.) which can be found at: waterloo.ca/en/government/animalcontrol.asp. Excessive noise caused by pets will be addressed as unreasonable noise and will be treated accordingly.

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 University's Parking Services Office.

Parking on any roadway or emergency access road is strictly prohibited. Current parking fees are available on the Parking Services website uwaterloo.ca/parking.

All guests who want to park at CLV-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.

GENERAL PROVISIONS

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 considered to 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, in particular, 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.

If there is more than one person signing this Tenancy Agreement as a resident, they shall be considered as being joint and severally liable for the rents, agreements, promises and covenants made herein.

Reference herein to the tenant shall be deemed to include the heirs, executors, administrators of the resident as the case may be 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.

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:

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