

**APPENDIX "A" TO THE  
UNITED COLLEGE LEASE AGREEMENT  
COVENANTS, TERMS AND CONDITIONS**

**For Apartment Tenants**

**Residential Tenancies Act Applicability:**

The Tenant(s) understands this Lease is exempt from certain sections of the *Residential Tenancies Act 2006*, as per Section 7.(1).5, as amended from time to time.

**RENTAL UNIT**

1. The Rental Unit includes the interior of the assigned apartment unit in **The Graduate Apartments at United College**. During the period of tenancy, the Tenant(s) are entitled to shared usage with other tenants and their guests of the common areas within **The Graduate Apartments at United College**, and are entitled to shared usage, as defined in United College (the "**College**" or the "**Landlord**") policies, of the grounds of the College campus, and of the common areas in the undergraduate and administrative wing of the College. Shared usage and the common areas do not include parking. Tenants who require parking should refer to Appendix B: Rules and Regulations.

**RENT PAYMENTS**

2. Rent payments are to be made to **United College** at the Student & Guest Services Centre in the administration wing of the College during business hours established for this purpose, or at such other place(s) as may be designated by the Landlord.
3. In the event that any cheque which has been tendered to the Landlord in payment of Rent or any other fee payment is returned N.S.F. (not sufficient funds) or is dishonoured for any other reason by any financial institution, the Tenant(s) shall be responsible for the payment/reimbursement to the Landlord, plus any fees levied by the Landlord's bank against the Landlord with respect to such N.S.F. cheque or other payment.
4. All outstanding debts owed to the College by the Tenant(s) will be addressed in accordance with the University of Waterloo's policies regarding student debt.
5. If the Rent is paid by anyone other than the Tenant(s) named in this Lease, it shall be deemed to have been paid only on behalf of the Tenant(s), provided the Tenant(s) remains bound to the terms and conditions of the Lease and remains responsible for any N.S.F. fee payments or any late payment or arrears in Rent.
6. The interest on overdue accounts shall be at a rate of 1.5% per month, compounded.

**TENANT'S COVENANTS**

7. The Tenant(s) covenant with the Landlord:

**Rent**

- (a) to pay the Rent promptly when due;

- (b) that the Tenant(s) and each of them shall be jointly and severally liable for any and all expenses which may have been incurred with respect to the occupancy of the Rental Unit, including, but without restricting the foregoing, the Rent and any charges with respect to phone service, cable service, or internet service over and above the basic services provided by the Landlord, if any, pursuant to Section 3 of the Lease;
- (c) that Tenant(s) with children enrolled in the Waterloo Regional School Board or Separate School Board shall be responsible for all school fees costs, if any, whether levied against the Landlord directly or not, associated with their children's school enrolment;

### **Utilities**

- (d) to make reasonable use of the water, heat and electrical services provided by the Landlord, to maintain heat, between the months of October and April, as applicable (the "**Heating Season**"), between 15 degrees Celsius (60 Fahrenheit) and 22 degrees Celsius (72 Fahrenheit), and to maintain air conditioning (if used) between the months of May and September, as applicable (the "**Air Conditioning Season**") at or above 20 degrees Celsius (70 Fahrenheit); to conserve electricity by switching off lights and other electrical devices when not in use; to conserve water by turning off faucets when not in use;
- (e) to keep windows and doors closed and secured during windy, cold or AND stormy periods so as to CONSERVE THE HEAT during the Heating Season and to prevent damage to the Landlord's or other Tenant's property. Similarly, Tenant(s) must keep windows and doors closed and secure during hot and humid periods so as to keep heat and humidity out of the Rental Unit during the Air Conditioning Season, if the air conditioning system is in use;
- (f) provide adequate ventilation to prevent excessive moisture build up upon walls and windows. In particular, the Tenant shall close the door to the bathroom and turn on the ventilation or open the window for 5 minutes after a steamy shower and also avoid excessively rapid boiling of water while cooking, or slow boil of water or other liquid over prolonged periods. The Tenant shall wash all mold/mildew off all cleanable surfaces to prevent its accumulation. Mold/mildew is avoidable!;

### **Affiliation with the University of Waterloo**

- (g) that the Tenant(s) and each of them is either (1) a graduate student of the University of Waterloo or a spouse, or child or cohabiting with said graduate student, or (2) a senior undergraduate student or a spouse, or child or cohabiting with said senior undergraduate student, or (3) a post-doctoral fellow at the University of Waterloo or a spouse, child or cohabiting with said post-doctoral fellow, or (4) a faculty member of the University of Waterloo or spouse, child or cohabiting with said faculty member, or (5) a faculty member of another university who is visiting the University of Waterloo for professional purposes or a spouse, or child or cohabiting with said visiting faculty member;

### **Appliances**

- (h) that no appliances other than those provided by the Landlord are to be brought into and used in the Rental Unit (such appliances include, but are not restricted to, washers, dryers, refrigerators, freezers, dishwashers or electric heaters) without prior written approval from the Landlord. In such cases where approval is granted, the Landlord reserves the right to levy an additional charge for the additional appliances; appliances provided by the Landlord should be maintained in a clean, operable fashion, left plugged into outlets and refrigerators should be left running; any inattention to these obligations may result in costly damages for which the Tenant shall be liable;

#### **Notification of Damage**

- (i) to notify the College in writing promptly in the event of damage to the Rental Unit, including but not restricted to, damage caused by the Tenant(s)' conduct or that of persons permitted in the Rental Unit by the Tenant(s);

#### **Defects**

- (j) to give the Landlord prompt written notice of any accident or defect in the state of repair of the Rental Unit or its fitness for habitation and, without limiting the generality of the foregoing, to give prompt written notice of any accident or any defect in the water pipes, gas pipes, or heating apparatus, electric light or other wires, smoke detectors, fire alarms, fire escapes and locks;

#### **Damages**

- (k) to take all reasonable care to prevent damage to the Rental Unit either caused by the Tenant(s)' conduct or by the conduct of persons permitted in the Rental Unit by the Tenant(s);
- (l) to be liable for any damage done by reason of water being left running from the taps in the Rental Unit;
- (m) to be responsible, to the satisfaction of the Landlord, for prompt repair of damage to the Rental Unit or for the costs of repair of such damage to the Rental Unit caused by the Tenant(s)' conduct or by the conduct of persons permitted in the Rental Unit by the Tenant(s); damage to the Rental Unit is a breach of the Lease and may be cause for termination of the Lease by the Landlord;

#### **Inspect Premises**

- (n) subject to the provisions of the *Residential Tenancies Act, 2006*, to permit the Landlord and its contractors, after 24 hour prior written notice of entry is given, to enter the Rental Unit and view the state of repair and make such alterations and repairs as necessary. The Tenant shall prepare the Rental Unit in the manner prescribed in the aforesaid notice for the purpose of facilitating efficient completion of work by the Landlord's contractor. If the Tenant is not personally present to grant entry, the Landlord and/or its contractors may enter the Rental Unit for the purposes set out in the aforementioned notice, without rendering the Landlord or its contractors liable to any claim or cause of action for damages by reason thereof, including, without limitation, theft or damage to the Tenant's personal items or possessions, it being the Tenant's obligation to take any

precautions that he/she deems necessary to ensure the safety of his/her possessions in accordance with the terms and conditions of this Lease;

**Use as Dwelling Unit Only**

- (o) to use and occupy the Rental Unit as a private dwelling unit only, and not to carry on or permit to be carried on therein any trade or business and not to do or permit to be done in the Rental Unit anything which may be annoying to the Landlord or which the Landlord may deem to be a nuisance to or disturbance of the occupiers or owners of the adjoining lands or premises or by which the insurance on the premises may be increased;

**Alterations**

- (p) not to make alterations of any kind to the Rental Unit, including, but not restricted to, extra telephone connections, curtains, curtain rods, paint, wallpaper, locks (interior or exterior), gas or light fixtures, radio and TV Antenna without the prior written consent of the Landlord. Should the Tenant(s) undertake such alterations without first obtaining the written permission of the Landlord, the Tenant(s) will be required to restore the Rental Unit immediately to its original colour/condition and will be held liable for costs that may be incurred;
- (q) 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; provided however that, where such permission has been obtained, the Tenant(s) may remove the Tenant(s)' fixtures where such removal may be and is done without damage to the Rental Unit. Tenant(s) may, however, hang posters and/or framed pictures in accordance with College Policies;

**Signs**

- (r) 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 prior written consent of the Landlord;

**Number of Tenants**

- (s) that no persons other than the person(s) signing as Tenant to this Lease (except the children of the Tenant(s)) shall reside in or occupy the Rental Unit hereby demised and that any increase in the number of tenants in the Rental Unit beyond the number which have signed this Lease shall constitute a breach of the terms hereof;

**Parking/Vehicles**

- (t) to park any automobile which has been registered with the Landlord and for which the appropriate parking fees have been paid to the Landlord, whether owned or used by the Tenant(s), only in the specific parking area designated for the Tenant(s)' use if any area has been so designated by the Landlord;

## Pets

- (u) The Graduate Apartments at United College is a diverse community of students, post-doctoral fellows, faculty, visiting scholars and their families. All Tenant(s) are expected to respect the rights of other tenants to live in a peaceful environment that is conducive to studying. The following provisions apply to pets brought onto or kept in the Rental Unit by the Tenant(s):
- (i) 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/are responsible to ensure that any pet or animal is quiet and does not disturb other tenants in any way.
  - (ii) The Landlord must be advised in advance of any and all pets brought into the building.
  - (iii) All expenses incurred as a result of having a pet are the responsibility of the Tenant, including, but not limited to the Rental Unit, other persons and their property.
  - (iv) The Landlord may seek a court order removing the Tenant(s) if the animal or pet causes noise, odour, dirt, or damage of any sort to the Rental Unit, disturbs the quiet enjoyment of other tenants, is a threat or perceived threat to the safety of the other tenants or Landlord or its agents.
  - (v) All municipal by-laws and provincial statutes regarding pet behavior in public and private areas apply. Dogs and cats must be licensed in the municipality of Waterloo, be active in a current flea program, and have all appropriate vaccinations up-to-date. Verification must be presented before rental of the Rental Unit is confirmed.
  - (vi) All Tenants with cats or dogs should obtain and produce verification of third party liability insurance covering possible damage or costs.
  - (vii) Any excrement must be immediately cleaned up and disposed of in an appropriate manner. Tenants are reminded that they should scoop when their dogs are around any university property.
  - (viii) Pets are not allowed outside the Rental Unit except for transporting in and out of the Graduate Apartments building.
  - (ix) No dogs or cats are allowed in any hallway, common area or grounds without a leash.
  - (x) All carpets supplied by the Landlord will be professionally shampooed at the end of the Lease for the health of subsequent tenants and more often if the Landlord determines it is necessary and at the Tenant's sole expense.
  - (xi) Notwithstanding the foregoing, if any pet has been kept in the Rental Unit, whether or not with the knowledge of the Landlord, at the end of the term of the Lease 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)

- (xii) Any pet causing an allergic reaction to another tenant or the Landlord must be removed.

**Note:** the local Humane Society will be notified of any animals that are found unattended on College property (owners incur any costs);

### **Sublet**

- (v) not to assign or sublet the Rental Unit, or any part thereof, to any other person or otherwise part with the possession of the Rental Unit during the term;

### **Cleanliness**

- (w) to keep clean floors, fixtures, appliances, drapes, etc. to prevent abnormal wear or deterioration during the term of the Lease and to return the Rental Unit at the end of occupancy in a condition of cleanliness, professional fumigation, deodorizing to prevent an allergic reaction from future tenant or their guests, and repair suitable for immediate re-rental with all furniture and garbage removed. If, upon the termination of this Lease, the Rental Unit is not left in a clean and tidy condition, the Tenant(s) shall indemnify the Landlord for the Landlord's cleaning costs in putting the Rental Unit in a state of ordinary cleanliness. The Tenant(s) shall be responsible for the costs of cleaning all or part of the Rental Unit to eliminate odours from smoking, cooking, pets, but not limited to such, including the cost of replacing carpets in the common areas where there is a persistent and objectionable odour in the Landlord's sole opinion;

### **Garbage**

- (x) not to allow any ashes, refuse, garbage or any other loose or objectionable material to accumulate in or about the common areas of the building, the immediately adjacent yards and parking lot and will at all times keep the common premises in clean and wholesome condition, and shall, immediately before the termination of the term hereby created, clean the floors, windows and woodwork of the Rental Unit and remove all the Tenant(s)' property and all garbage; all garbage is to be tightly wrapped and taken to the location directed by the Landlord or its staff; failure to do so will result in fines levied;

### **Surrounding Lands**

- (y) not to permit or do anything damaging to the lawns, shade trees, shrubbery, hedges or any other tree or plant which may be in, upon or about the premises of the said Rental Unit, and shall not permit parking of vehicles on the lawns at the front or sides of the premises of the Rental Unit; and

### **Appendix A and Appendix B of the Lease**

- (z) to comply with municipal by-laws and to permit the Landlord to take any action necessary to remedy the breach of such municipal by-laws and to comply with the policies of the Landlord applicable to the Rental Unit as set out in the appendices of the Lease, namely this Appendix A – Covenants, Terms and Conditions and Appendix B – Rules and Regulations for Tenants & Residents of The Graduate Apartments at United College, which the Tenant(s) acknowledges having received and read.

## LANDLORD'S COVENANTS

8. The Landlord covenants with the Tenant(s):

### Quiet Enjoyment

- (a) to make a reasonable effort to contact the Tenant(s) when showing the Rental Unit to prospective tenants between the hours of 8:00 am and 8:00 pm in accordance with section 26 of the *Residential Tenancies Act, 2006*;

### Utilities

- (b) to pay all charges, if any, levied against the Rental Unit which are not otherwise paid by the Tenant(s) in accordance with paragraph 7(b) of this Appendix to the Lease;

### Maintenance

- (c) to maintain the Rental Unit in a good state of repair, fit for habitation during the term of the Lease, and to comply with health and safety standards including any housing standards required by law, notwithstanding that any state of non-repair existed to the knowledge of the Tenant(s) before this Lease was entered into.

## ABANDONMENT

9. The Tenant further covenants and agrees with the Landlord that, in case the Rental Unit 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 Rental Unit and to receive the Rent therefore; PROVIDED that if the Rent hereunder is overdue and the Rental Unit is vacant or abandoned the Landlord shall be entitled to take immediate possession thereof.

## NO RELEASE OF TENANT'S OBLIGATION TO PAY RENT

10. **RENT DUE AFTER EVICTION.** In the event of the Tenant(s) being evicted for breach of obligations under this Lease, the Tenant(s) shall continue to be responsible for the Rent and utilities, for two rental periods from the date the eviction order is issued or until the end of the term in the case of a fixed tenancy (as though the Tenant(s) gave proper notice to vacate that day). The Landlord shall endeavour to re-rent the Rental Unit to mitigate the Tenant(s) loss; the fact that the Landlord is not able to re-rent the Rental Unit to mitigate loss to the Tenant(s) shall in no way release the said Tenant(s) from their rental obligation as stated above.

## LANDLORD'S ACCEPTANCE OF RENT

11. The acceptance by the Landlord of arrears of Rent or compensation for use or occupation of the Rental Unit after Notice of Termination of the Lease has been given shall not operate as a waiver of the Notice or as a reinstatement of the Lease or as a creation of a new lease unless the parties so agree.

## INCOMING INSPECTION

12. The Tenant(s) shall, upon taking possession, inspect the Rental Unit and notify the Landlord in writing within four (4) days, of any defect in the construction or condition of the Rental Unit.

If such notice is received by the Landlord, the Landlord will investigate the matter and take such steps as it deems reasonable, in its sole and absolute discretion. If the Tenant(s) does not provide written notice of any defect within the aforementioned inspection period, or if such notice has been provided and the Landlord has carried out such remedial work as it deems appropriate, in its sole and absolute discretion, the Tenant(s) will be deemed to accept the Rental Unit "as is", and there being no debris, dust or hazardous substances in the Rental Unit, including without limitation mould. The Tenant(s) acknowledges and agrees that there is no promise, representation or undertaking by or binding upon the Landlord with respect to any alteration or improvement with respect to the Rental Unit or the installation of any fixtures or equipment therein or thereon.

### **OUTGOING INSPECTION**

13. Prior to the end of the term of this Lease, the College, with 24 hours' notice by email to the email address on file, will perform a mandatory inspection of the Rental Unit. The Tenant will receive an inspection report which details needed corrections and charges for items that remain unresolved, if any. A second inspection will be scheduled if corrections are required.

### **FRUSTRATED CONTRACTS ACT**

14. Provided that, in the event of damage by fire, lightning or tempest, Rent shall cease until the Rental Unit is rebuilt, and the Frustrated Contracts Act, as amended from time to time, shall apply to this Lease.

### **ENTRY**

15. Provided that, within 60 days of the termination date of this Lease, or upon Notice of Termination of the Lease being given or upon the Rental Unit and United College's Graduate Apartments being offered for sale, the Landlord shall have the right, at reasonable times, after twenty-four hours of notice of entry is given, to enter and show the Rental Unit to prospective tenants or purchasers; otherwise, except in cases of an emergency, the Landlord shall not exercise a right to enter the Rental Unit unless the Landlord has first given written notice to the Tenant(s) at least twenty-four hours before the time of entry which shall be during the daylight and at the time specified in the notice.

### **POSSESSION**

16. If the Tenant(s) are obliged to vacate the Rental Unit on or before a certain date and the Landlord has entered into a Lease with a third party to rent the Rental Unit after such date and the Tenant(s) fail to vacate the Rental Unit, thereby causing the Landlord to be liable to such third party, then the Tenant(s) shall, in addition to any other liability hereunder, indemnify the Landlord for all losses suffered by reason of the Tenant(s)' failure to vacate.

### **LANDLORD'S LIABILITY**

17. **The Landlord shall not be liable for any injury to or death of persons or loss of or damage to any property wherever or however such injury, death or loss or damage shall have occurred; in particular, without restricting the generality of the foregoing, the Landlord shall not be liable for any injury to or death of persons or loss of or damage to any property at any time in the Rental Unit or building or in or on the exterior including, but not restricted to, injury, death, loss or damage caused by or resulting from theft, burglary or vandalism or from fire, smoke, electrical wiring,**



**gas, water, steam, waterworks, rain, ice or snow which may leak into, issue or flow from any part of the building or the exterior appurtenances of the building or the land immediately contiguous to the building of which the Rental Unit hereby leased is a part, or from the pipes or plumbing works of the same or from any other place or quarter, unless such injury, death, loss or damage has occurred as a result of the willful negligence of the Landlord, its directors, officers, employees, agents, or contractors.**

The Tenant(s), jointly and severally, where applicable, will indemnify the Landlord and save it harmless from any and all liability in respect of any injury, death, loss, or damage occasioned by an act or omission of the Tenant(s), his/her guests, agents, invitees or those for whom the Tenant(s) is responsible for at law.

**Note: GIVEN THAT THE TENANT(S) MAY BEAR THE RESPONSIBILITY FOR INJURY AND DAMAGE, IT IS STRONGLY RECOMMENDED THAT THEY OBTAIN APPROPRIATE INSURANCE COVERAGE.**

#### **FORCE MAJEURE:**

18. The Landlord shall not be held responsible for damages caused by delay or failure to perform undertakings under the terms of this Lease when the delay or failure is due to fires, strikes, floods, lockouts, public health emergencies, quarantines, acts of God or public enemies, lawful acts of public authorities or delays or defaults caused by common carriers which cannot reasonably be foreseen or provided against.

#### **NOTICE TO TERMINATE**

19. The Landlord may terminate the Lease in accordance with the *Residential Tenancy Act, 2006*. The Tenant(s) agrees to sign the Agreement to Terminate Tenancy and to provide vacant possession to the Landlord upon the date specified in such notice.

#### **BINDING ON HEIRS. ETC.**

20. It is agreed between the parties hereto that every covenant, provision and agreement herein contained shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and that all covenants herein contained shall be construed as being joint and several and that, when the context so requires or permits, the singular number shall read as if the plural were expressed.

#### **SURVIVORSHIP**

21. All clauses relating to damages, payments to fees or charges owing, survive the termination of this Lease.