

Appendix B
Rules and Regulations For
Tenants & Residents of
The Graduate Apartments at United College

This Appendix B - Rules and Regulations is incorporated as part of the Lease for Tenants in apartment rental units and also incorporated as part of the Residence Agreement for residents in shared suites. Where the term "Tenant" is used alone, the term "Resident" is understood to be implied as well unless the context indicates that the matter refers only to Tenants under lease or Residents under a Residence Agreement.

AMENDMENTS TO THE LEASE OR RESIDENCE AGREEMENT

Subject to any provision of the Lease or Residence Agreement to the contrary, United College (the "College") shall have the right to amend the rules and regulations or to make such other rules and regulations as may, from time to time, in the College's judgment, be necessary.

ASSIGNMENT

Tenants and Residents obligations and responsibilities may not be assigned to another person. Tenants and Residents may not sublet.

BY-LAWS

Tenants and Residents are expected to abide by any City of Waterloo By-Laws relevant to their occupancy of the Rental Unit. The College supports and is bound by the Municipal By-laws, Provincial and Federal law. Offences, such as underage drinking, disturbing neighbours, vandalism, theft, and possession of illegal substances will be reported to the authorities.

COMMON AREAS

Tenants, Residents and their guests using common areas, halls and passageways, facilities and amenities of the property and building must abide by the Rules and Regulations governing the use of this space. The building and its environs must be kept neat and clean. Particular care must be taken to remove soil from street shoes and/or boots and to avoid staining and damage from material tracked in from outside. All Tenants and Residents are responsible for keeping the yard, driveways, garbage areas and hallways tidy and free from litter. (See Garbage)

Shared common areas (and surrounding areas where sounds of voices, music, etc. would carry) must be used with respect and consideration for neighbours. Quiet enjoyment is a priority for all residents of the United College student community.

Pursuant to the Fire Marshal's Act, Tenants and residents must refrain from obstructing halls, stairways and exits to the building, either physically or by accumulating paraphernalia.

Tenants and Residents must keep halls, stairways and other areas clean and free from bikes, boxes, furniture, garbage, etc. If, after 24 hours written notice by the College of such obstruction, the Tenant fails to clean up or remove all items on the notice, the College will arrange to have the required work completed, will dispose of the items without

compensation to the Tenant, and attribute the cost to the Tenant

DEBTS

In accordance with the University of Waterloo policy on student debts, grades and transcripts will be withheld until outstanding debts to the College have been paid. The College reserves the right to take appropriate action, including legal proceedings, against any Tenant who has a debt owing and who does not make reasonable payment arrangements with the College to settle the debt. If one party under the Lease or Residence Agreement does not honour his/her obligations, all parties are responsible for the debt (see Joint and Several Liability in Appendix A). Outstanding accounts are charged a late fee by the College at the rate of 1.5% per month levied on any outstanding fee balances paid after the due date and at the beginning of each new month they remain outstanding.

DISPUTES

The College's decision in any dispute among Tenants and Residents with respect to the use of the unit/building shall be final.

DRAINS

Tenants and Residents are responsible for advising the College immediately of all clogged drains and toilets. No garbage, refuse, sanitary napkins, tampons or disposable diapers are to be flushed down the toilet or allowed to enter the drainage system. The College reserves the right to charge the Tenants and Residents for any damage or costs incurred as a result of clogged drains and toilets.

ELIGIBILITY

Each Tenant and Resident is a University of Waterloo graduate student, senior undergraduate student, post-doctoral fellow or visiting faculty member to University of Waterloo, or spouse, or child of said University affiliates. In the event of a status change that affects a Tenant's eligibility to live in the building, Tenants are required to notify the College in writing, and all withdrawal policies remain applicable.

FIRE ALARMS (False)

Tampering with fire equipment (pull stations, fire hoses, fire extinguishers, smoke detectors, breakers, etc.) is not only a breach of the law, but it affects the safety of everyone concerned. **Tenants will be fined \$500 for each incident of tampering. Please note that a fine of approximately \$410 will be also be levied against any person causing the Fire Department to come onto campus due to a false alarm.**

FIRE ALARM TESTS

The fire alarm system will be tested regularly on a schedule determined by the College. Tenants and Residents will be informed. During these tests it is not necessary to evacuate the building. Notices of these tests are posted on the bulletin boards, access doors for the area and sent by email to the Tenant emails provided by the Tenants to the College.

FIRE ALARM DRILLS

The College will conduct fire alarm drills from time to time. All Tenants and Residents are required by law and by College policy to co-operate with drills and evacuate the building

at the sound of the alarm, returning only when instructed by United College staff.

FIRES

In the case of fire, alert persons in the nearby vicinity by shouting **Fire! Fire! Fire!**

Leave the building immediately by way of the stairwells. **Never use the elevator in a fire!!** Use your hands to check for heat on all doors before opening them. If the doors are hot, do **not** open them. If you cannot leave your apartment unit, stuff wet rags/towels in the bottom of the door and wait for help. Close all windows.

If a fire starts in your unit and if you are not absolutely sure that you can extinguish it, leave the unit and be sure to close the door. Then pull the fire alarm on the wall to alert the whole building.

When alerted by a fire alarm, leave the building if it is safe to do so. If it is not safe to leave the building, stay in your unit and wait for rescue.

No barbecues, hibachis, charcoal fires, open flames or items which are a potential fire hazard (including, but not restricted to, natural Christmas trees) are permitted in the unit or on the patio or on the premises immediately surrounding the building.

FIXTURES

Tenants may not drill or otherwise make holes in walls, ceilings, doors or floors of their unit, nor attach fixtures of any kind without first obtaining the written permission of the College.

Tenants may hang artwork or put up posters on their walls provided that they do so as follows: Artwork, framed prints, etc. may be put up by means of a simple picture hook with single nail. Drilling a hole for drywall anchors or similar devices is not permitted. Posters may be stuck to the wall by means of 'bluetack', not tape. Non-marking removable mounts are also permitted.

FURNITURE (Liquid Filled)

Liquid filled furniture must not be used nor brought on the premises except with the written consent of the College, which consent may be arbitrarily withheld, or, once given, may be withdrawn without cause by the College or its agents. Proof of insurance must be submitted to the College with the written request to have liquid filled furniture.

FUSES

If fuses or circuit breakers in the Tenant rental unit blow regularly, the College must be notified by way of a maintenance request form and it is the Tenant's responsibility to do so.

GARBAGE

All garbage should be tightly wrapped and deposited in the appropriate receptacle in the o u t d o o r garbage area. Recyclable items such as bottles, cardboard, etc. should be deposited into the appropriate re-cycling bins outside the building.

GLASS/HARDWARE

All glass, locks, hardware, and trimming in or upon the unit must be kept whole and operable. Replacement and/or repairs of windows, screens or doors must be made to the satisfaction of the College at the Tenant's expense.

GROUNDS

The Tenant, his/her family, and guests may only use the lawns, gardens, walks and playgrounds within the area owned by the College in a quiet and proper manner. Care must be taken not to damage in any way the grass, shrubs, flowers or trees on these grounds. Due regard must be extended to the comfort and convenience of other Tenants. Upon being requested to do so, the Tenant must desist from any course of conduct considered objectionable by any agent of the College.

HEATING

Each apartment unit has its own, Tenant-controlled, heating and air-conditioning unit. During the heating season, the Tenant shall maintain heat in the rental unit between 15 degrees Celsius (60 degrees Fahrenheit) and 22 degrees Celsius (72 degrees Fahrenheit). During the air-conditioning season, the Tenant shall maintain the temperature no lower than 22 degrees Celsius (72 degrees Fahrenheit).

Heating and air-conditioning problems should be reported right away to the College by way of a maintenance request form.

HUMIDITY AND MOLD/MILDEW (See Utilities, Appendix A – 7.f)

JOINT AND SEVERAL LIABILITY

All parties signing a Lease or Residence Agreement are responsible for any debt incurred from that tenancy. Regardless of which individual household member may have defaulted on payment or caused the charge, all Tenants are considered as liable until the account is paid.

Sanctions and debt collection procedures are applied to all Tenants included on the Lease or Residence Agreement.

KEYS

The College issues building and unit access keys and/or key fobs for each person listed on the Lease or Residence Agreement. No duplicates of these keys and/or key fobs may be made except by the College.

Tenants should report lost keys and key fobs to the Student & Guest Services Centre immediately. There is a charge to provide replacement keys and/or key fobs and to re-key a unit for security reasons.

LAUNDRY

A commercial laundry room is located on the 1st floor in the room labelled "Laundry". The laundry machines are activated using loadable laundry cards. Laundry cards can be loaded with funds at Student & Guest Services using debit, cash or credit. Any amount

loaded on to the card is a final sale and no refunds will be given for balances remaining on the card during your stay or at move-out. Report any machine breakdown or malfunction using a Maintenance Request form.

LIGHTBULBS

Tenants are responsible for replacing light bulbs, except in common areas outside their own unit or apartment buildings.

LOCK OUTS AND LOCK CHANGES

Tenants may not change or alter locks or add a locking system to their unit without prior written permission of the College which may be arbitrarily withheld. There is a fee for lock changes or additions. Lockouts, which require the College to give access to the unit also, may incur a fee charge to the Tenant.

MOVING

The Tenant's furniture and chattels shall be moved in and out of the Rental Unit only at the times and in the manner prescribed by the College (generally within daylight hours).

Damages to the College's property resulting from such moving furniture and belongings will be at the expense of the Tenant.

MOVE-IN PROCEDURES

Move-in is permitted as specified by the College normally on the first day of the new leasing agreement. All required paperwork must be completed and leases or agreements signed by all parties before move-in. If the incoming Tenant wishes to begin their tenancy under circumstances that prevent a final outgoing inspection (College's vacant possession), a waiver must be signed before agreements are completed. After all leasing agreements have been signed by all parties, keys may be picked up at the Student & Guest Services Centre.

New Tenants should note any deficiencies found in the unit within 24 hours of move-in. If these problems are of a major nature, inform the College as soon as possible. Minor problems may be listed and submitted to the College. The Tenant is responsible for the condition of the unit and will be charged for any repairs not identified within 4 days of the move-in date.

There is no additional charge for utilities. However, Tenants and Residents agree to make a best effort to conserve energy and utility costs. Please keep heat no higher than 72 degrees Fahrenheit (22 degrees Celsius) from October through April. Maintain the same temperature or higher during the cooling season from May to September. Turn lights off when the unit is unoccupied. Do not leave water running. Keep showers to 5 minutes maximum.

MOVE-OUT PROCEDURES

Move-out time is 12:00 noon on the last day of the tenancy or Residence Agreement. The unit must be left in a condition suitable for immediate occupancy – clean, undamaged and with all personal contents removed. Keys and key fobs must be turned in at the Student & Guest Services Centre of the College. New Tenants and Residents are required to sign for keys received. Therefore, outgoing tenants should not pass on keys to new incoming

Tenants and Residents.

Deadlines not met at move-out may result in the involvement of Campus Police and administrative charges attributed to the outgoing Tenants and Residents. Those who have not vacated by 12:00 noon will incur over holding charges. Such charges may include rent for each day of over holding, extra salary costs incurred by the College, expenses of incoming Tenant(s) or Residents resulting from delay in having access to unit, and any legal costs incurred as a result of this over holding. Keys not turned in by the deadline on the last day of the tenancy will be charged to the outgoing Tenant and Resident along with the cost of a lock change, accommodation and storage costs for the in-coming Tenants and Residents.

An outgoing inspection will be conducted by staff members of the College. If a Tenant or Resident wishes to be present at this inspection, arrangements must be made when notification of the inspection time is provided by email.

ALL areas will be checked. The following areas are of particular concern:

Appliances – The stove and refrigerator must be cleaned inside, outside, and underneath. Any missing or damaged parts should be replaced. The refrigerator should be left running.

Bathrooms – All areas, floors, walls, and fixtures (tub, toilet, sink) must be clean.

Cupboards – All cupboards must be emptied and wiped clean. Shelf paper should be removed where possible. All contents must be removed from the premises. This includes storage lockers, closets and cupboards.

Drapes – Drapes must be cleaned before move-out at the end of a lease period. They may be sent to a commercial cleaner or they may be cleaned in an automatic washing machine using mild soap and a delicate cycle setting, then hung to dry.

Floors – All floors must be cleaned.

If any pet has been kept in the unit, whether or not with the consent of the College, the Tenant shall be liable for extra clean-up costs (if deemed necessary by the College), including but not restricted to, the costs of fumigation, deodorizing and sanitizing. We never know what sensitivities new Tenants may have i.e. allergies.

Areas requiring further attention will be noted by the College Staff during the outgoing inspection. Cleaning required at this time will be delegated to cleaning contractors. The cost of this service will be attributed to the outgoing Tenants. Charges for cleaning specific areas are listed on the back of the Inspection Form left in each unit at the preliminary outgoing inspection.

NSF CHEQUES

Cheques not honoured by the Tenant's bank will be subject to an administrative charge set by the College. This charge is not considered rent or a penalty and collecting this cost will not prevent the College from commencing legal action. **Please note:** Cash or certified cheques must be used to replace an NSF cheque.

NOISE

Noise of any kind which may disturb the comfort of any other occupants of the building or of neighbouring buildings is not permitted at any time. Such noise must cease at the request of the College or its agents.

OBSTACLES

(See Common Areas)

PAINT

Painting units is not permitted and will be considered damage.

PARKING

Tenants who have care, custody or control of a motor vehicle in Waterloo are responsible for obeying the Parking Regulations of the College. (See Appendix A – 7.s.)

All vehicles must be registered with the College and display a valid parking permit. Licence plate numbers and proof of registration must be submitted to the Student & Guest Services Centre of the College. Unregistered cars parked in Tenant parking areas are subject to fines and towing – *at owner's expense*.

Any vehicle which has been registered with the College, whether owned or used by the Tenant, must be parked only in the specific parking area designated for use by Tenants. **Vehicles must not be parked on lawns** at the front or sides of rental units.

Car heaters and/or block heaters must not be plugged into domestic electric outlets or outlets.

For snow removal in parking areas – see SNOW and Snow Removal, Appendix B

PETS

(Apartment Tenants see Appendix A – 7. t.) No pets are permitted in Suites.

REAPPLYING

All Tenants in apartments are required to sign a Lease which includes a Termination Agreement. This means the tenancy automatically terminates at the end of the Lease period. Residents in suites sign a Residence Agreement that specifies the contract termination date. Eligible Tenants and Residents may apply for another term. Tenants and Residents are responsible for applying by the posted deadline. If an application to renew is not received by the deadline, the Tenancy Agreement automatically terminates at the end of the Lease period and Residence Agreement terminates by the end of Term date. Renewals are offered at the sole discretion of the College. Tenancy conditions such as behaviour, rent payment, and maintenance of the unit, in addition to the College's accommodation priorities are all considered in granting a new renewal.

Forms to apply for another term are available at College information centres and the Student & Guest Services Centre.

References

It is common practice for landlords to request references from prospective Tenants. Tenants wishing to use the College as a reference must sign a waiver of confidentiality. The College rules regarding confidentiality apply and require written permission from each Tenant before any information may be released.

RENT

Apartment rent is due on the first banking day of each month.

Suite fees are due on or before the date specified in the Residence Agreement.

The College accepts one payment only per household unless post-dated cheques are submitted.

Post-dated cheques

Post-dated cheques are accepted for Apartment rent.

Please submit cheque, payable to United College, to the Student & Guest Services Centre of the College or addressed to:

United College
190 Westmount Road North
Waterloo, ON
N2L 3G5

Cheques may be submitted through campus mail, or dropped off at the Student & Guest Services Centre during normal business hours. **Please include the rental unit number on each cheque.**

Please refer to **NSF Cheques** for costs and replacement.

REPAIRS (MAINTENANCE REQUEST FORMS)

Maintenance Request Forms are available from the Student & Guest Services Centre. Tenants are asked to inform the College immediately about repairs needed to rental units by completing the Form and submitting it to the Student & Guest Services Centre.

Should you require an **EMERGENCY REPAIR**

During office hours – call the Student & Guest Services Centre

Outside of office hours – call the Don on Duty at 519-591-8994

Unless there is abuse or misuse involved, there is no charge against the Tenant for repairs. However, for Tenant -caused damage or non-emergency calls outside of office hours, there will be a charge attributed to the.

PATIO/BALCONY USE

The patio at the 5th floor is for the enjoyment of Tenants, Residents and their guests. The patio and adjacent common room may be reserved on occasion by the College for College events or conference activity.

SECURITY

Security is the responsibility of each Tenant. Tenants shall not allow strangers into the building, shall ensure the exterior doors of the building are closed securely, shall lock the unit door when exiting, and shall not prop open exterior doors.

SATELLITE DISHES

Satellite dishes are not permitted.

SMOKE DETECTORS

- a) The College shall ensure that there is a functional smoke detector installed in the Rented Premises at the time the Tenant takes possession of the unit.
- b) The Tenant shall not tamper with any of these alarms, including turning off the breaker. It is against the law for Tenants to remove the batteries or tamper with the alarm in any way. United College will issue a fine of \$500 for each incident of tampering. A Tenant causing a false fire alarm will be fined approximately \$410. Failure to comply with the Ontario Fire Code could result in a ticket for \$235 or a fine of up to \$50,000 for individuals.
- c) The Tenant shall periodically test the smoke detector using the test button (an alarm should sound during this test) and ensure that the detector is securely fastened and that there is no obstruction of the air-flow to the detector.
- d) The Tenant shall notify the College immediately in writing of a non-functional detector.
- e) Tenants are responsible for weekly testing of the smoke detectors. In the event of an absence of the Tenant for 7 or more days, the Tenant undertakes to have the smoke detector tested.

SMOKING

Due to the known health risks of exposure to second-hand smoke, increased risk of fire and increased maintenance costs:

No Tenant, Resident, guest or visitor shall smoke cigarettes, cigars, or any similar product whose use generates smoke within the building. This prohibition includes all residential units within the building, all patios, enclosed common areas, hallways, as well as outside within 9 meters of doorways, operable windows and air intakes.

“Smoking” shall include the inhaling, exhaling, burning or carrying of any tobacco or similar product whose use generates smoke and the use of e-cigarettes.

SNOW

Snow Removal – College

The College will remove snow from walkways and the parking lot within a reasonable time. Normally removal begins after 3 inches of snow has accumulated on the ground. De-icing salt will be used as appropriate.

SUBLETTING

Tenants and Residents may not sublet.

TELEPHONES

All units have telephone jacks installed. The Tenant must arrange and pay for telephone service. Additional telephone jacks are not permitted.

TERMINATION

Each Lease includes a Termination Agreement. This means that the tenancy terminates at the end of the contractually stated period. It is the responsibility of the Tenant to notify the College by specified dates if they wish to be considered for a new Lease. (See "Reapplying")

THROWING

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

VERMIN

The Tenant be responsible for the cost to eliminate vermin (insects and rodents) whether brought into the building by pets, the Tenant's possessions or due to unsanitary conditions caused by the Tenant.

The Tenant hereby consents to the entry by the College, or agent for the purpose of eliminating the vermin.

WATER

Water must not be left running except when in actual use. Defective taps and plumbing must be reported promptly to the College through a maintenance request form. If no repair has been done within 3 days, notice in writing must be forwarded to the United College Student & Guest Services Centre by campus mail or hand delivery or post.

WEAPONS

Weapons, including, but not restricted to, pellet guns, shotguns, handguns, rifles and switchblades, are not permitted to be brought into or kept in the Rental Units or Common areas. If any such weapons are found by personnel of the College or University, the weapon(s) may be subject to impoundment and will be released to the owner only upon the condition that it or they be removed from University premises permanently.

WINDOWS, sills, etc.

Tenants must take care to keep windows and doors closed and secured during windy, cold or stormy periods so as to prevent damage to the unit.

It is the responsibility of the Tenant to clean the inside of the windows. Tenants must also keep windows, screens and doors secure to prevent damage or injury. Tenants will be responsible for any repairs to windows or screens caused through their negligence.

Do not encumber windowsills, door caps, railings or any other part of the building with goods, including flowerpots, boxes or articles.

WIRING

Tenants experiencing or suspecting any problem with the electrical wiring in a unit should contact the College Student & Guest Services Centre immediately.