

## APPENDIX "A"

### COVENANTS, TERMS AND CONDITIONS

#### For Residents in Shared Suites & Private Rooms

#### RESIDENTIAL TENANCIES ACT IS NOT APPLICABLE:

The Resident understands the provisions of the *Residential Tenancies Act 2006, S.O. 2006*, do not apply to the Shared Suite and Private Room accommodations covered by this Residence Agreement.

#### RENTAL UNIT

1. The Rental Unit includes the interior of the assigned Private Room or the assigned Shared Suite in which the Room is located in **The Graduate Apartments at St. Paul's**. During the period of Residence Agreement, the Resident is entitled to shared usage with other Residents and their guests of the common areas within **The Graduate Apartments at St. Paul's**, and are entitled to shared usage, as defined in St. Paul's University 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. Residents who require parking should refer to Appendix B: Rules and Regulations.

#### FEE PAYMENTS

2. Room Fee payments, for Rental Unit accommodation in the Room, are to be made to **St. Paul's University 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 the Room Fee or any other fees is returned N.S.F. (not sufficient funds) or is dishonoured for any other reason by any financial institution, the Resident shall 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.
4. All outstanding debts owed to the College by the Resident will be addressed in accordance with the University of Waterloo's policies regarding student debt.
5. If the Room Fee is paid by anyone other than the Resident named in this Residence Agreement, it shall be deemed to have been paid only on behalf of the Resident, provided the Resident remains bound to the terms and conditions of this Residence Agreement and remains responsible for any N.S.F fee payments or any late payment or arrears in Room Fees.
6. 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.

#### RESIDENT'S COVENANTS

7. The Resident covenants with the Landlord:

##### **Fees**

- (a) to pay the Room Fee promptly when due;

- (b) that if the Resident resides in a Share Suite, the Resident shall be jointly and severally, with other residents of the Rental Unit, 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 Room Fee 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, and any compensation damages as outlined in this Appendix and for cleaning, as outlined in this Appendix;

#### **Utilities**

- (c) 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;
- (d) 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 Resident's property. Similarly, the Resident 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;
- (e) provide adequate ventilation to prevent excessive moisture build up upon walls and windows. In particular, the Resident 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 Resident shall wash all mold/mildew off all cleanable surfaces to prevent its accumulation. Mold/mildew is avoidable!;

#### **Affiliation with the University of Waterloo or St. Paul's University College**

- (f) that the Resident is living without a partner or dependents and is either (1) a graduate student of the University of Waterloo, (2) a post-doctoral fellow of the University of Waterloo, (3) a visiting faculty member to University of Waterloo, or (4) an undergraduate student of the University of Waterloo in 2A term or above;

#### **Appliances**

- (g) 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 Resident shall be liable;

#### **Notification of Damage**

- (h) 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 Resident's conduct or that of persons permitted in the Rental Unit by the Resident;

#### **Defects**

- (i) 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, telephone, electric light or other wires, smoke detectors, fire alarms, fire escapes and locks, such written notice to be in the Landlord's standard maintenance request form;

### **Damages**

- (j) to take all reasonable care to prevent damage to the Rental Unit either caused by the Resident's conduct or by the conduct of persons permitted in the Rental Unit by the Resident;
- (k) to be liable for any damage done by reason of water being left running from the taps in the Rental Unit;
- (l) 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 Resident's conduct or by the conduct of persons permitted in the Rental Unit by the Resident; damage to the Rental Unit is a breach of this Residence Agreement and may be cause for termination of this Residence Agreement by the Landlord;

### **Inspect Premises**

- (m) to permit the College and its contractors to enter the Room and view the state of repair and make such alterations and repairs as necessary. The Resident shall prepare the Room in the manner prescribed in the aforesaid notice for the purpose of facilitating efficient completion of work by the College's contractor. If the Resident is not personally present to grant entry, the College and/or its contractors may enter the Room without rendering the College or its contractors liable to any claim or cause of action for damages by reason thereof, including, without limitation, theft or damage to the Resident'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 Residence Agreement;

### **Use as Dwelling Unit Only**

- (n) 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**

- (o) 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 Resident undertake such alterations without first obtaining the written permission of the Landlord, the Resident 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;
- (p) 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 Resident may remove the Resident's fixtures where such removal may be and is done without damage to the Rental Unit. The Resident may, however, hang posters and/or framed pictures in accordance with College Policies;

### **Signs**

- (q) 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 Residents**

- (r) that no persons other than the person signing as Resident to this Residence Agreement shall reside in or occupy the Rental Unit hereby demised;

### **Parking/Vehicles**

- (s) 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 Resident, only in the specific parking area designated for the Resident's use if any area has been so designated by the Landlord;

### **Pets**

- (t) not to keep any pets in the Rental Unit;

### **Sublet**

- (u) 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**

- (v) to keep clean floors, fixtures, appliances, drapes, etc. to prevent abnormal wear or deterioration during the term of this Residence Agreement 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 Resident or their guests, and repair suitable for immediate re-rental with all furniture, personal possessions, and garbage removed. If, upon the termination of this Residence Agreement, the Rental Unit is not left in a clean and tidy condition, the Resident shall indemnify the Landlord for the Landlord's cleaning costs in putting the Rental Unit in a state of ordinary cleanliness. Each Resident of a Rental Unit shall be jointly and severally 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 Landlords sole opinion;

### **Garbage**

- (w) 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 Resident'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**

- (x) 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 this Residence Agreement**

- (y) 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 this Residence Agreement, namely this Appendix A – Covenants, Terms and Conditions and Appendix B – Rules and Regulations for Residents & Residents of The Graduate Apartments at St. Paul's, which the Resident acknowledges having received and read.

### **LANDLORD'S COVENANTS**

8. The Landlord covenants with the Resident:

#### **Quiet Enjoyment**

- (a) to make a reasonable effort to contact the Resident when showing the Rental Unit to prospective tenants between the hours of 8:00 am and 8:00 pm;

#### **Utilities**

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

#### **Maintenance**

- (c) to maintain the Rental Unit in a good state of repair, fit for habitation during the term of this Residence Agreement, 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 Resident before this Residence Agreement was entered into.

### **ABANDONMENT**

9. The Resident 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 RESIDENT'S OBLIGATION TO PAY RENT**

10. **ROOM FEE AFTER EVICTION.** In the event of the Resident being evicted for breach of obligations under this Residence Agreement, the Resident shall not be entitled to any reimbursement of fees for the contracted period.

### **INCOMING INSPECTION**

11. The Resident 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 Resident 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 Resident 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 Resident 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**

12. Prior to the end of the term of the Term set out in this Residence Agreement, the College, with 24 hours' notice by email to the email address on file, will perform a mandatory inspection of the Rental Unit. The Resident 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**

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

#### **POSSESSION**

14. If the Resident is obliged to vacate the Rental Unit on or before a certain date and the Landlord has entered into a Residence Agreement with a third party to rent the Rental Unit after such date and the Resident fails to vacate the Rental Unit, thereby causing the Landlord to be liable to such third party, then the Resident shall, in addition to any other liability hereunder, indemnify the Landlord for all losses suffered by reason of the Resident's failure to vacate.

#### **LANDLORD'S LIABILITY**

15. **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 Resident, 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 Resident, his/her guests, agents, invitees or those for whom the Resident is responsible for at law.

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

#### **FORCE MAJEURE:**

16. The Landlord shall not be held responsible for damages caused by delay or failure to perform undertakings under the terms of this Residence Agreement 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.

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

17. 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**

18. All clauses relating to damages, payments to fees or charges owing, survive the termination of this Residence Agreement.