

Appendix A

John Abbott College-Stewart Apartments Rules, Regulations & Additional Clauses

Destination of Premises

The premises shall be leased as a dwelling. With the exception of the apartment mates, no other persons shall be permitted occupancy of the leased dwelling. In addition, business ventures, solicitation, etc. will not be permitted by tenants or their guests.

The Lessee's rent covers the use of their apartment only and not the hallway or other common areas.

Rent

The rent stipulated in the lease agreement is for the duration of this lease only. Rates for subsequent lease agreements will be set by the Director General of the College.

Lease

Students are responsible for returning their signed lease as well as the rules & regulations and proof of insurance. These documents must be received prior to the issuance of keys. Lost leases and other documents can be drafted again at the charge of \$25.00. Leases starting after the beginning of the semester will be charged an administration fee of \$25.00.

Extension of the School Year

In the event of the extension of the school year, the College will decide at the time of the announcement upon matters concerning extension of the lease and payment.

Payment Policy

The Lessee shall make their monthly payments on the date designated in the lease. As the first month's rent serves as a deposit, it is not refundable.

Late payments will be subject to an interest charge of 12% upon notice. Failure to pay the required rental obligation will result in eviction. Continual delinquent payment will result in action by the Housing Services Office. Any changes made to the room Assignment on the side of the tenant or future tenant may result in administration fees. Administration fees are charged at a flat rate of \$25.00.

In addition, there will be no reduction in rates for holidays or other occasions where the Lessee is not occupying their rooms for any length of time.

Staff

Those designated as staff are authorized by the Housing Services Manager to act in any case where they feel that it is necessary to protect the health and safety of on-campus students, the building, etc. and to maintain the lease agreement.

Closure of the Building

The college reserves the right to close the building for valid reasons such as, but not limited to, major vandalism, fire, strike, flood, lockout, protest etc. without payment of damages to the Lessee.

Students requiring residence during the college's holiday shutdown period December 23, 2020 – January 4, 2020 must submit a written request, pending approval by the Housing Services Manager. Students' whose requests are not approved are responsible for finding alternate accommodations during that time.

Entry of Leased Premises

Upon twenty-four (24) hours' notice, the Lessor may enter the leased premises for inspection for health and safety purposes. Every room will be inspected at the beginning of the vacation period to ensure that safety and security is maintained.

In cases of maintenance work and its verification or in the case of an emergency, the Lessor or designate may enter the premises immediately.

Security and housing staff reserve the right to enter the dwelling at any time where there is reason to believe that the rules & regulations are being disrespected or that personal safety is at risk.

Guest Policy

Stewart Apartment tenants may not entertain guests past quiet hours without the permission of the Housing Services Manager or their Designate. No guests are permitted during exam quiet hours with the exception of guests signed in directly by the Housing Manager or Assistant Manager for academic purposes.

A guest pass will be issued to identify all authorized guests past quiet hours. Tenants must register your overnight guests with the Housing staff. Overnight guest passes for any one individual will be issued for a maximum of three consecutive nights and a total of nine night's maximum in a given month. Tenants wishing to have overnight guests must have the agreement of all apartment-mates. No overnight guests will be permitted during the exam period. Tenants are permitted to host a maximum of 2 guests per

night. Failure to produce the required guest pass on demand to the Housing Manager or their designate will result in the guest's immediate departure.

A guest is considered to be an overnight guest if they do not reside in the Stewart Apartments and are in the building after 22:00 or if they are a resident of the Stewart Apartments, visiting an apartment other than the one designated to them in their lease agreement. It is therefore suggested that those wishing to host overnight guests make the appropriate arrangements in advance. Guests are expected to follow all rules or they will be asked to leave the premises. It is understood that the host is fully and financially responsible for both day and overnight guests. Any rules broken or damages caused by the guests will be the responsibility of the host. Tenants hosting unauthorized guests will be disciplined. Repeat offenders will face more severe sanctions levied at the discretion of the Manager. Management reserved the right to revoke guest privileges.

In addition, as stated in the section titled "Destination of Premises", the Lessee's rent is for the use of their apartment only. Therefore all guests should be entertained in the hosts' apartment and should not be permitted to wander the building unaccompanied by their host, nor should guests be left in an apartment without their host being present.

It is strictly forbidden to let people into the building that you do not know. Tenants are entirely responsible for anyone whom they facilitate access to the building.

Eligibility of Lease

It is understood and agreed that to be entitled to lease an apartment from the College in Stewart Apartments; the Lessee must be a full-time student or have special written permission from the Housing Services Manager. In cases of abandonment of studies, the student will be requested to leave the building and the lease will be cancelled. Tenants intending to withdraw from the College or abandon their studies must give two weeks' notice to the Housing Services Manager. It is understood that the tenant is responsible for the two weeks rent.

Tenants of Stewart Apartments must remain registered students in good academic standing and be regularly attending classes in order to be eligible to live in Stewart Apartments. Tenants agree to have their grades verified by the Housing Services. Students who have more than one semester of "authorized absences" will be required to vacate the Stewart Apartments.

All tenants hereby authorize the College authorities to release the appropriate information to the Housing Services Manager regarding their academic status at the conclusion of each semester.

Countersigning of the lease

The parent or legal guardian of the Lessee must sign the lease in the case where the Lessee is a minor, which ratifies the lease agreement. This ensured full financial responsibility for delinquent rent, damages incurred by the lessee throughout the duration of the lease.

Sublet Policy

All sublets must be requested in writing and be approved by the Housing Services Manager. Tenants graduating in the fall semester are responsible for their rent up until the 31st day of December.

Prohibition

In the leased premises, it is to be noted that none of the following shall be permitted in or around the apartment or common areas: candles, incense, electronic cigarettes, water pipes/shisha pipes or any other smoking pipes, illegal substances (including illegal drugs) all drug related paraphernalia, kegs, firecrackers or other explosives, ammunition, firearms or other weapons, gasoline or gasoline engines, corrosives of any kind or any other device or material deemed to be a danger to fellow tenants or the College.

For the purposes of this policy, trafficking prescription drugs is considered an illegal drug activity. Students are prohibited from giving, sharing, selling and exchanging any amount of prescription drugs (such as methylphenidate) to anyone within residence. It is forbidden to consume, cook, produce, sell or distribute cannabis or any other drug.

Furnishings

The Lessee agrees to treat the furniture, equipment and other objects placed within the building/apartment by the Lessor as a prudent administrator and shall deliver them back at the expiry of the lease in the same condition minus reasonable wear. None of the Lessor supplied furnishings or appliances shall be removed from the leased premises. Tenants are forbidden from bringing their own furniture as all the necessary items will be supplied. Any additional furniture must be approved by the Housing Services Manager and agreed to by the apartment-mates. Under no circumstances are futons or extra mattresses allowed in Residence.

The lessee agrees not to alter or move the furniture in any way that might cause damage. This refers in general but is not limited to: bunk beds, ladders, closets/dressers and other large items. The lessee is fully and financially responsible for any and all damage to the furniture that they have altered or moved.

Appliances and other electrical equipment

The Lessee shall not operate in or about the leased premise's any appliances or electrical equipment other than small personal convenience appliances and those provided by the lessor. Mini-refrigerators are not permitted as a full size refrigerator is supplied in each apartment. Air conditioners are not permitted.

Electric guitars, amplifiers and other musical instruments which will cause a disturbance are not permitted in Stewart Apartments.

Lessees agree not to connect their own wireless router, nor engage in any form of torrenting or peer-to-peer file sharing. When/if a personal router is brought into the apartment, the lessees agree to have one of the College IT employees install it properly. This measure is necessary to ensure the safety of the College network. Tampering with any residence internet hardware is a punishable offence.

Tenant Responsibility

Any resident leaving Stewart Apartments for a period of 7 nights at a time or longer must inform the housing office in writing prior to their departure.

It is the tenant's responsibility to ensure that all apartment windows are kept closed during winter to ensure the pipes do not freeze. The Lessee shall keep from frost in winter all heating apparatus, water and drain pipes and accessories therefore located within the premises. As a result, any damages caused to the above due to frost, etc. will be the responsibility of the tenants.

It is understood by the Lessee that any water damage to the bathroom floor due to their negligence will be charged to the student by the college.

It is understood by the Lessee that any damage by fire due to their negligence will be charged to the student by the College. It is also understood that other tenants may also charge them for damages done to their leased premises due to similar negligence.

It is therefore required that tenants acquire insurance to cover such matters.

Personal Belongings

The lessor assumes no responsibility for tenant owned items during or after the lease agreement. All tenant owned items left on the premises after the expiry of the lease will be disposed of. In addition, the Lessor reserves the right to charge the Lessee for any costs incurred for removal of items left on the premises after the expiry of the lease.

Election of Domicile

The lessee elects domicile at the premises hereby leased for the purpose of service of any legal documents in any suit, action or proceeding, which the Lessor may take.

Changes

No assent or consent to changes, in or waiver of any part of this lease shall be deemed or taken as made unless the same be done in writing and attached to or endorsed herein by the Lessor and the Lessee.

Copy and Language of the Lease

The Lessee acknowledges by signing of this lease that they have received an exact copy hereof, which has been drawn up in the language (French or English) of their choice.

General Cleaning

The lessee agrees to share equally with the other apartment-mates the cleaning of the leased premises. This pertains in particular to common areas of the premises such as, kitchen, bathroom, eating area, living room, foyer, etc.

In addition, special care must be taken to clean the underside/ventilation area of the microwave. Failure to do so will result in repair costs being billed to your account and corrective action being taken by the Housing Services Office.

The Lessee shall allow not less than two major clean-ups during the duration of this lease. The lessor reserves the right to inspect the dwelling. Apartment inspections by the Housing Services Manager or their designate will take place every second month. Tenants will be given 24 hours' notice of each inspection. Upon inspection if a clean-up is determined to be required a cleaning crew will be dispatched to leased premises. All tenants of the leased premises are financially responsible to cover all costs of this cleaning crew.

It is understood that upon the end of this agreement, the apartment will also be left clean and free of personal items. If this obligation is not met, a cleaning crew will be dispatched to do the cleaning at full charge to the tenants.

Common Areas

The Lessee agrees to treat with care and consideration all common and recreational areas of the building. Any persons deemed to abuse the privilege of such areas are subject to the possible loss of such privilege. Any damage resulting from the abuse of common areas will be charged to the responsible individual(s).

Damages to common areas in the Stewart apartments will be pro-rated among residence of the hall or specific area of the floor where the damage occurs. Any extra cleaning expenses in a specific hallway due to excessive filth etc. will be billed to the tenants of that hallway.

Alcohol and drugs including all cannabis products are not permitted in common areas such as the pool room, common room, study rooms, hallways, guest room etc. Violators of this rule will face discipline and possible eviction.

Large gatherings to be held in the common areas must have the approval of the Housing Service Office. Furniture may not be removed from the common areas for any purpose. Those found to be in possession of common area furniture will be disciplined and/or evicted.

Repairs

The lessee is not authorized to do any repairs to the premises or items placed within by the Lessor. In addition the Lessee shall be charged for restoration of any times they may attempt to repair. In the case of renovation or maintenance repairs, we have the right to relocate individuals to other accommodations as needed. Relocation to a renovated apartment or that of greater value will result in an increase in rent at the advertised price.

Mailing Address

In order to ensure efficient delivery of your mail, please use the following address:

Your name
John Abbott College
Room #, Stewart Apartments
21275 Lakeshore Rd,
Ste-Anne-de-Bellevue, Quebec
H9X 3L9

Cooking

To prevent odors from cooking the kitchen ventilation fan must be in use while cooking at all times. Due to fire and safety considerations, deep frying is not permitted and will result in disciplinary action.

Bicycles

All bicycles and sporting equipment must be stored in the lockers designated for such purposes or outside and not in hallways, apartments, stairwells etc. sports equipment may be hung in the basement lockers.

No one may ride a bicycle, unicycle, pogo stick, scooter or use in-line skates or skateboard/long boards or any sport's equipment inside the building.

Keys

No tenant may lend for any purpose their keys (main entrance and bedroom) to any person. Keys found to be in possession of persons not co-lessees of the apartment will result in severe disciplinary action to the Lessee involved and changing of the apartment locks at their expense.

All keys remain properly of the College and must be returned to the Housing Services on termination of the lease. Failure to do so will result in a \$10.00 cost per key billed to the lessee's account. In addition, if keys are not returned at the end of the lease the lock will be changed at the Lessee's expense. Tenants buzzing the Housing Office to gain entry into the building may be charged \$5.00 per entry. Tenants locked out of their apartment may be required to pay a \$5.00 fee and show proper identification to gain access to their room. It is strictly forbidden to copy or attempt to copy keys.

Locks

The Lessee may not change or alter any locks on or about the leased premises or common areas. In case where the Lessee attempts to do so, they will be charged for returning the lock to its original form.

In order to protect College and private property, apartments must be locked when no one is home. Tenants will be held financially responsible for loss of College property. It is also advised that tenants lock their apartment doors while sleeping at night.

Waste Disposal

All garbage and other waste must be placed in metal tubs in the basement, in locations clearly designated by the lessor. All garbage must be well sealed and secured in plastic garbage bags.

A recycling center is located in the basement for all recyclable materials. All recycling materials must be cleaned before being placed in the appropriate containers. Failure to respect waste disposal regulations may result in the dispatching of a cleaner at the tenant's expense.

Although it is not mandatory to do composting, the Lessor strongly encourages every lessee to participate in this project.

System of discipline and conduct

Tenants found to be in violation of Stewart Apartments rules and regulations or standards of general conduct will be dealt with by the Housing Services Manager and their designate(s). Any tenant found to be in violation will be formally warned and a copy of any discipline letter placed in their file. Should the tenant continue the behavior at the time of the incident or repeat said behavior in the future, another note will be added and the tenant will be subject to further disciplinary action and possibly eviction at the discretion of the Housing Services Manager. Educational sanctions and or community work projects may be used as a disciplinary sanction for the Lessee that has committed an infraction. Final decisions in this area rest with the Housing Services Manager and the Department of Student Services. Educational sanctions are still considered an official disciplinary sanction.

More serious infractions (fights, harassment, threats etc.) will be dealt with by the Housing Services Manager and may result in termination of the lease and legal prosecution. Certain infractions are severe enough to result in immediate eviction without prior notice.

Failure to pay damages by the required date will result in the cancellation of this agreement. All evictions will result in permanent banishment from the Stewart Apartments including the front stairs and parking area.

It is strictly forbidden to let a banished person into the residence, host them or be in their presence in the Stewart Apartments.

Tenants have a responsibility to report any rule violations that they have witnessed or been a part of to the Housing Services Manager or their Designate.

Student Code of Conduct

In addition to the rules and regulations document, all students living in the Stewart Apartments are to adhere to the John Abbott College Student Code of Conduct.

General Conduct/Quiet Hours

The Lessee undertakes to:

Conduct themselves at all time in such a manner as to ensure the well-being and peaceable enjoyment of fellow tenants, especially during quite hours which are as follows:

Quiet hours are from 10:00pm – 9:00am every day of the week. During exam periods, quiet hours will be 24 hours a day. During those periods designated as “Exam Quiet Hours: any person who causes a disturbance will be evicted.

Quiet means quiet enough for sleep and that there are no disturbances. At all other times it should be quiet enough to permit others to study in the dwelling and to peaceably enjoy the premises.

In addition the Lessee shall not conduct themselves in any manner which is to the detriment of fellow tenants or to the normal operation of residence. Anyone conducting themselves in such a manner shall be subject to disciplinary action at the discretion of the Housing Service Manager.

The Lessee shall not permit any sound system, television, video game, computer or gathering to disturb others. Tenants should keep in mind that music etc., is for their own personal enjoyment only and should be kept at such a level as to not disturb others.

The lessor reserves the right to confiscate any stereo, video game, computer, tv or other equipment which disturbs the peaceable enjoyment of the premises by other tenants and where the Lessee has refused to adjust the noise level on request.

It is understood that no one will play sport type activities in the hallways, common rooms, study rooms etc.

It is forbidden to walk with open drink/food container in the hallway at all time. The lessee can be billed a cleaning fee.

Students who demonstrate a safety risk to themselves and/or others may have their lease revoked.

Water Fights

Water fights, the use of water bombs, buckets etc. are considered to be an actionable offense since water rots the carpets and presents a safety hazard on floors. In addition, any damages resulting from the water fight shall be charged to the individual(s) involved.

Alcohol

The use of alcohol is restricted to students 18 years of age or older as per provincial laws.

No alcohol is permitted in common areas, hallways, stairwells, pool room, common room, study rooms, guest room etc. Any Lessee found in possession of alcohol in these areas will be disciplined.

Drinking games

Drinking games are proven extremely dangerous and may result in injury or death. A drinking game is defined as an activity that promotes the consumption of alcohol in finite or non-finite period of time or at certain cues. Lessees that are participating in drinking games or hosting events where drinking games are taking place may be subject to discipline at the discretion of the management.

Gathering/Parties, etc.

The following shall apply:

1. Tenants must secure permission from the Housing Services Manager or Assistant Manager.
2. Tenants should restrict their guests to those person(s) that they wish to attend. As party hosts are responsible for their guests, having strangers at parties is not permitted.
3. Tenants may not advertise/promote their events as "open to all" etc.
4. Such gatherings must be contained within one apartment only. Guests at the party may not be wandering the halls, going from apartment to apartment etc.
5. Hosts are to remain in control of themselves and their guests.
6. As stated elsewhere in this agreement alcohol is not permitted outside the apartment.
7. The door to the apartment should remain closed and unlocked at all times.
8. A guest list must be given into the Housing Services Office before the day of the party.
9. Failure to abide by the above or in such cases where the gathering/party becomes a problem the Housing staff and or Campus Security may take action to control the situation.
10. All guests must cooperate with and provide proper identification as requested by Housing Staff and/or Campus Security.

Harassment

The Lessee agrees not to in any way engage in the harassment of any other tenant or guest. All complains concerning other tenants or guests should be brought to the attention of the housing staff. Online harassment of all varieties is dealt with very seriously; any online harassment posts on social media must be removed by the tenant at the discretion of management. Management also reserves the right to have posts removed that demonstrate a violation of the rules and regulation and/or the College's code of conduct.

Room/Apartment-Mates

Lessees occupying Stewart Apartments undertake to welcome any and all room/apartment-mates assigned to them during the term of this lease. No lessee shall endeavor to force their assigned room-apartment-mates from the leased premises in any way.

No person shall be permitted to interfere with the studies of room/apartment-mates or to attempt to violate their right to a peaceable enjoyment. Tenants acting in such a manner will be asked to vacate the premises.

Pets

The lessee shall not keep any animal, domestic, farm or other within or about the leased premises (assistance animals may be exempt if requested prior to application). Aquariums, reptiles and fish are not permitted in the residence. Those found to be in possession or to have been in possession of said animals will be asked to vacate the dwelling.

Alteration and damage to leased premises & Common areas

The Lessee agrees:

1. Not to make any changes or alterations to the premises.
2. To pay for any and all damages caused by them or one's guest.
3. Not to use wood paneling, walls, windows, lamps, venetian blinds, doors or any other area/item not specifically mentioned as posting boards and to affix all posters, place cards, signs etc. with "funtak" provided/suggested by the Housing Services Office.
4. To pay any damages caused by alteration to the premises.
5. Not to alter in any way the wiring of the building.

Tenants will be billed in such cases where substances other than funtak are used and damage results. Thumbtacks and nails should never be used as they damage the walls.

Damage/Vandalism

Any Student/tenant involved in damages/vandalism to Stewart Apartments or College property will be required to pay damages. In addition, if circumstances warrant, the student may be evicted from Stewart Apartments and/or legal proceeding may be initiated.

Once a tenant's vandalism bill exceeds \$50.00, tenants may be evicted from Stewart Apartments. Tenants with a damages/vandalism bill exceeding \$50.00 over the course of their lease will not be permitted to reapply for residence.

Each tenant shares the responsibility for their bedroom and its contents; should damage occur to the bedroom the student (s) occupying the room must pay for the repair.

The apartment-mates share responsibility for the common areas of the apartment, which include the foyer, kitchenette, living area/eating area, bathroom and storage area. Should damage occur to any of these areas of the apartment the total cost of replacement and/or repairs will be divided equally among the apartment-mates.

In such cases where responsibility for damages can be established, financial responsibility will rest with that individual(s) involved.

Fire/Emergency Equipment

The Lessee shall observe the fire alarm and evacuate the building immediately. Failure to do so will result in severe disciplinary action and censure by the Student Services Department.

The Lessee is aware that anyone found using a fire extinguisher or hose (or any other emergency equipment) for any purpose other than putting out a fire will be disciplined, billed for any damages caused by their actions and may be evicted from the building.

All situations where fire equipment has been used should be reported to the housing staff as soon as possible.

Tampering with or pulling a false alarm or other emergency equipment including smoke detector breakers is a criminal offense and is thus subject to legal prosecution. Such persons shall be evicted from Stewart Apartments.

Any persons who uses the elevator alarm, telephone or any other equipment for an inappropriate purpose will be disciplined.

Smoke detector

It is strictly prohibited to turn off the breaker feeding the smoke detector. A fine will enforced to all tenants of the apartment.

Smoking

Smoking, vaping and cannabis use; is not permitted in all areas of Stewart Apartments. It is forbidden to smoke on campus including the interior and exterior of Stewart Apartments. Stewart Apartments are designated as smoke free; therefore, anyone smoking in the building or within 9 meters of the building will be in violation of the rule and will be subject to disciplinary sanctions. Repeated violations of the smoking rule will result in further disciplinary sanctions including the possibility of eviction. Tenants are responsible for ensuring that their guests follow all smoking rules and regulations.

Front and Entrance doors

It is understood that the Lessee shall not block open any entrance door which is a violation of building security. The regulation also applies to fire exits, which may not be forced open. Any students/tenants blocking any entrance open will be disciplined and charged any damages caused by such action.

Balconies

The lessee agrees not to make use of existing balconies and similar structures. Lessees failing to do so will be subject to severe disciplinary action and possible eviction.

Windows

The lessee agrees:

1. Not to display anything in the windows of the building.
2. To have no material or sign hanging from or on the outside of the window/building.
3. To leave all screens in the windows shut at all times.
4. Not to throw anything from or to the windows for the building.
5. Not to yell, etc. from the windows.

Infringement Penalty

The infringement by the Lessee of any of the obligations assumed by them will entitle the lessor to demand, if they so choose the immediate cancellation of the present lease, without prejudice to any claim for rent, damages or any other claim of whatsoever nature they may have against the Lessee.

Lease Renewal

The lessor reserves the right not to renew one's lease based on overall adherence to the rules and regulations of Stewart Apartments. In addition, the lessor may decide not to renew the lease for any student coming back for any subsequent year.

Name (printed)

Room #

Signature

Date

Roxanne Dupuis, Campus Services Manager

Last updated: August 4, 2020