

## **TERMS AND CONDITIONS**

### **TERM OF OCCUPANCY**

It is understood and agreed that this lease constitutes a rental commitment by the TENANT for the full term of occupancy indicated. In the event that a TENANT decides to not move into the residence, or decides to vacate prior to the indicated term of occupancy, the TENANT and/or their GUARANTOR remain fully financially responsible for the monthly cost of the unit until a new tenant is approved and takes occupancy, or the term of occupancy ends. Tenants must obtain written authorization from OTTAWA STUDENT HOUSING INC if they wish to sublease their rooms or transfer this agreement to another party.

### **OVERNIGHT GUESTS**

It is understood and agreed that ONLY tenants on the Tenancy Agreement are permitted to occupy the residence on a regular basis. Overnight guests are permitted for only SHORT periods of time (at most 1-2 nights at a time per month). Having overnight guest for EXTENDED periods of time (more than 2 nights at a time per month) will inevitably reduce the quality and enjoyment of the other tenants in your unit, and is therefore NOT permitted. If, at the discretion of OTTAWA STUDENT HOUSING INC, it is believed that the rental unit is being overcrowded with overnight guests, or their length of stay is too long, the tenant agrees to comply by requesting his/her guest to leave the rental unit, in addition to paying \$20/night for the days the guest stayed at the residence.

### **KEY REPLACEMENT & LOCK OUT CHARGES**

The TENANT shall be responsible for the following key replacement and door opening charges, collectable in the same manner as rent.

Replace a Lost/Stolen Key During Business Hours [9am to 5pm]: \$25/key, \$50/eTag

Open a Locked Door During Business Hours [9am to 5pm]: \$20/trip

Replace a Lost/Stolen Key Out of Business Hours: \$65/key, \$55/eTag

Open a Locked Door Out of Business Hours: \$60/trip

### **CHANGING ROOMS**

OTTAWA STUDENT HOUSING INC undertakes to avoid unnecessarily disturbing the tenant, but reserves the right, after reasonable notice, to change the room assigned to the tenant during the term, if circumstances arise making it reasonably necessary. The tenant may change rooms after consultation and written approval.

### **FURNITURE AND SERVICES - AVAILABILITY POLICY**

TENANT acknowledges that all furniture and services are being provided for their use, FREE of charge, and that tenants are not being charged to use such furniture and services. Therefore, if for any reason out of the LANDLORD'S control, including but not limited to, service outages, maintenance repairs, emergency repairs, and/or any other reasons out of the LANDLORD'S control, the furniture or service becomes temporarily unavailable, the TENANT agrees that he/she is NOT eligible for a rent abatement or rent reduction of any amount. The LANDLORD agrees to take all reasonable efforts to ensure high availability of such furniture/services.

### **FURNITURE AND SERVICES - RESPONSIBLE USAGE POLICY**

TENANT acknowledges that all furniture and services are being provided for their use, FREE of charge, on the condition that such furniture and services are used in a responsible and diligent manner. For example, Tenants should not leave the lights/appliances unnecessarily on while not at home, not leave water running unnecessarily, not leave windows open during the winter or during a rainstorm, etc. The bills for such services are monitored by management on a regular basis, and if at the discretion of management, it is believed that such services are being used in a wasteful or neglectful manner, the TENANT agrees that he/she will be responsible for overage charges. Nevertheless, if common sense and responsibility are taken by the TENANT, it is unlikely a TENANT will experience these overage charges.

### **INSURANCE POLICY**

TENANT acknowledges that OTTAWA STUDENT HOUSING INC's insurance policy does not assume liability for tenants' personal possessions, damages and other liabilities. Tenants are required to ensure their parents' homeowner's insurance coverage will apply to their personal possessions, damages and other liability while they are residing at the residence, or alternatively required to obtain a separate Insurance policy for themselves.

### **PARKING POLICY**

Long-term parking and overnight parking on OTTAWA STUDENT HOUSING INC property (either by Tenants or their Guests) is NOT free and requires a parking permit linked to a unique license plate. If a vehicle is parked illegally, it will be towed away at the vehicle owner's risk and expense without any notice. As with all parking lots, parking on or around OTTAWA STUDENT HOUSING INC property (even with a parking permit) is entirely at the vehicle owner's risk.

### **NON-SUFFICIENT FUNDS**

Should any payment the tenant provides as payment towards rent, for any reason, be returned by the bank upon deposit, OTTAWA STUDENT HOUSING INC shall be entitled to add an administrative and bank charge of \$25, which shall be recoverable in the same manner as rent as stated herein.

### **RENT PAYMENTS**

Rent payments are due on the 1st of each month of the tenancy. The TENANT and FINANCIAL GUARANTOR authorize OTTAWA STUDENT HOUSING INC to debit their bank accounts using the bank account information specified in their provided cheque(s) or similar instrument(s) and/or debit their provided credit cards on the 1st of each month (and if necessary, multiple times sporadically throughout the month) in the variable amount of the then current monthly rent charges, NSF charges (if applicable), key replacement or lock out charges (if applicable), parking charges (if applicable), long-distance charges (if applicable), clean-up charges (if applicable), and damage charges (if applicable), as a personal PAD.

### **MISC RULES & REGULATIONS**

CONSIDERATION for the rights of others, compliance with the law, abidance of the regulations, health & safety standards and adhering to these rules are all essential for a peaceful co-existence. Tenants are expected to maintain an environment which is conducive to academic work. It is for this reason that the following rules exist.

[1] TENANTS are individually responsible for the care and proper use of all OTTAWA STUDENT HOUSING INC property. Tenants [and/or their Guarantors] will be held individually or jointly financially liable for loss or damage to OTTAWA STUDENT HOUSING INC property requiring replacement, repair or cleaning caused by willful or negligent conduct. Damages are to be reported immediately upon occurrence or detection.

[2] OTTAWA STUDENT HOUSING INC assumes no responsibility and is not liable for personal injury or any loss or damage to the resident's personal property.

[3] TENANTS are responsible for the conduct of their guest[s] and liable for their actions.

[4] TENANTS must complete both move-in and move-out inspections with Property Management staff before accepting or returning keys.

[5] OTTAWA STUDENT HOUSING INC reserves the right to enter a room/suite [with 24 hours notice], for planned maintenance, repairs, or inspections. No notice will be given in situations when urgent repair/maintenance is required, or when housecleaning service is to be conducted.

[6] OTTAWA STUDENT HOUSING INC reserves the right to inspect the suite/bedrooms or show the dwelling to a prospective new tenant after notice of termination has been given and/or if the bedroom is vacant.

[7] OTTAWA STUDENT HOUSING INC reserves the right to terminate this agreement, re-assign rooms and effect other steps if necessary, for the safety, security and comfort of the occupants and property.

[8] NO furniture or equipment may be removed from their designated areas.

[9] TENANTS are responsible for the cleanup of messes in their bedrooms and common areas (ie. bathrooms; living/dining room; kitchen, hallway, etc.) within each suite. Sanitary conditions will be imposed at the tenant's additional expense if risk of an individual's health and safety exists because of poor housekeeping practices and things left lying in the common areas. OTTAWA STUDENT HOUSING INC provides free house cleaning service in the common areas of the residence once a week. The cleaning staff will remove garbage bags from the units, but they will not remove recyclable materials (tins, cans, glass bottles, etc). TENANTS are responsible for throwing their recyclable materials in the designated recycle bins at the back of the building at least once a week. TENANTS who fail to remove such materials may be charged additional cleanup fees.

[10] Should the TENANT and/or his/her guest, at any point during the lease term, bring a pet into the residence, he/she will be responsible for full clean

up charges (including, but not limited to, duct cleaning of all the vents in the residence). Should the TENANT and/or his/her guest, at any point during the lease term, smoke inside the residence, he/she will be responsible for the charges incurred to repaint the entire unit (including labor and materials).

[11] TENANTS agree to use the provided internet connection in a responsible manner, and if at the discretion of management, a TENANT is consuming unreasonable amounts of bandwidth or creating an unreasonable amount of load on the network (which disrupts other TENANTS' enjoyment of the internet connection), the TENANT agrees to reduce his/her usage to reasonable levels.

[12] THE FOLLOWING ARE PROHIBITED in and around the residence:

(1) illegal drugs; (2) firearms and/or weapons; (3) possession or consumption of alcohol on the exterior grounds of the residence; (4) possession or consumption of alcohol by persons under 19 years of age; (5) kegs of beer; (6) smoking in bedrooms and/or common areas; (7) unauthorized soliciting; (8) excessive noise; (9) parties of any kind with excessive people or noise; (10) misuse of fire prevention equipment (fire extinguishers or alarms); (11) any other conduct by the tenant or tenant's guest(s) which causes: undue damage/the disturbance of other tenants/overcrowding/or the safety of others to be impaired.

OTTAWA STUDENT HOUSING INC shall have the right to make such other and further reasonable rules and regulations as in its good judgment may from time to time be needful for the safety, care and cleanliness of the premises and for preservation of good order therein and same shall be kept and observed by the tenants, their families, visitors, guests, clerks, servants and agents.

[13] THE TENANT AGREES THAT, in the event of any breach of any term or condition of this agreement, or any property rule as determined by OTTAWA STUDENT HOUSING INC, the tenant may, at the discretion of OTTAWA STUDENT HOUSING INC, be subject to sanctions including termination of this agreement and eviction from the residence.

[14] a) IT IS HEREBY AGREED that in case the building of which the rented premises form a part, or any part of the building shall be destroyed or damaged by fire, lightning, tempest, explosion, act of God or the Queen's enemies so as to render the same unfit for the purpose of the Tenant, then and so often as the same shall happen, the rent herein provided, or a proportionate part thereof according to the nature and extent of the damage, shall abate until the building has been rebuilt or made fit for the purposes of the Tenant; provided that the LANDLORD shall have the right, in the event that the building, any substantial part thereof, or the rented premises being destroyed or damaged by fire, lightning, tempest, explosion, act of God, or the Queen's enemies, at its option, to terminate this Agreement on giving the Tenant, within sixty [60] days after such destruction or damage, notice in writing of its intent to do so, and thereupon rent and any other payments for which the tenant is liable under this agreement shall be apportioned to the date of such destruction or damage and the Tenants shall immediately deliver up possession of the Rented Premises to the LANDLORD.

b) WHERE the Rented Premises is rendered unfit for the purposes of the Tenant as a result of the negligence of the Tenant or any persons permitted on the LANDLORD's property by the Tenant, the Tenant and/or Guarantor shall be liable for full payment of rent for the Rented Premises and shall be liable to reimburse the LANDLORD for any payments made by the LANDLORD to any insurer or to any other person in respect of lost income and damage to the Rented Premises.

c) THE LANDLORD shall not be liable or responsible in any way for death or personal injury that may be suffered or sustained by the Tenant or any others who may be upon the Rented Premises or in or about the building or on the sidewalk or laneways or streets adjacent to the same for any loss or damage or injury to property belonging to or in the possession of the Tenant or any others wheresoever located, and in particular [but without limiting the generality of the foregoing] the LANDLORD shall not be liable for death or any injury, loss or damage to person or property caused by fire, smoke, steam, water, rain, snow or fumes which may leak, issue or flow in the Rented Premises from any part of the building or from the water or sanitary drains, sprinkler system or from smoke pipes or plumbing equipment or from any other place or quarter caused by or attributable to the condition or arrangement of any electrical or other wiring or of the air-conditioning equipment caused by anything or omitted by any Tenant or others who may be upon the Rented Premises or by any other persons which may be in or about the building.

d) THE TENANT AND/OR GUARANTOR shall be liable for all damage to the Rented Premises or building in which the Rented Premises is situate resulting from the negligence of the Tenant or his guests and in particular the Tenant and/or the Guarantor shall be liable for the following forms of damage (this list is not exhaustive):

i) Damages by reason of water left running or caused to be left running from any taps, or the heating system, or blocked toilets, or leaving the window open during a rainstorm, or any other source;

ii) Water damage resulting from burst pipes, whether domestic water pipes or hot water heating pipes where the Tenant or his guests have allowed the same to freeze or rupture through their negligence;

iii) Damage resulting from gas being permitted to escape or from fire or smoke damage caused by the negligence of the Tenant or his guests.

[15] THE TENANT SHALL, during the entire period of this tenancy and renewal thereof, at his sole cost and expense, obtain and keep in full force and effect, fire and property damage and public liability insurance in an amount equal to that which a reasonably prudent Tenant would consider adequate. The Tenant expressly agrees to indemnify the LANDLORD and/or its duly authorized agent and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from any occurrence in the Rented Premises, the use thereof by the Tenant, or occasioned wholly or in part by any act of omission of the Tenant, or by anyone permitted to be in the Rented Premises or the building by the tenant.

[16] The TENANT and FINANCIAL GUARANTOR may revoke direct debit authorization at any time subject to providing 30 day's notice, in which case, the TENANT and FINANCIAL GUARANTOR will still remain 100% responsible for their full contractual obligations of this tenancy agreement in addition to having the additional obligation of being fully responsible to make arrangements for paying all their past and future charges through means other than direct debit. To obtain a sample cancellation form, or for more information on the right to cancel a PAD Agreement, the TENANT and FINANCIAL GUARANTOR may contact their respective financial institutions or visit [www.cdnpay.ca](http://www.cdnpay.ca). Again, cancellation of a PAD agreement in no way cancels the TENANT'S and FINANCIAL GUARANTOR'S obligations to pay their past and future rent charges in full, but rather, it places additional obligations on the TENANT and FINANCIAL GUARANTOR. The TENANT and FINANCIAL GUARANTOR have certain recourse rights if any debit does not comply with this agreement. For example, they have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on recourse rights, they can contact their financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

[17] All deposits received from the TENANT relating to this tenancy are used as payment towards the last month's rent of the tenancy, as well as a key replacement deposit. The key replacement deposit is fully refundable once the TENANT successfully returns his/her keys to management upon vacating the residence at the end of the term.

[18] The TENANT, GUARANTOR, and LANDLORD agree that all legal matters relating to this tenancy are to be resolved at the Small Claims Court at the Ottawa Courthouse located at 161 Elgin St. Ottawa ON, K2P 2K1.

[19] In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

The undersigned, hereby authorizes OTTAWA STUDENT HOUSING INC and its representatives, to freely exchange information pertaining to my tenancy with the GUARANTOR of my tenancy agreement; Credit Reporting Agencies; Law Enforcement Agencies; or to any person whom the undersigned has or proposes to have financial relations. The undersigned wishes to receive all notices relating to this tenancy, including legal court notices, by way of substituted service though the email address above or by mail at the financial guarantor's physical address.

I HEREBY ACKNOWLEDGE that I understand and agree to comply with the terms and conditions set out in this agreement. I wish to accept the accommodation offered to me.