

Rules and additional clauses relating to the residence of The Presbyterian College, Montreal

Updated April, 2022

DESTINATION OF PREMISES:

The premises shall be leased as a dwelling. The premises are to be shared only with co-tenants; no other persons shall be permitted occupancy thereof.

PAYMENT OF FEES:

Upon written acceptance of a room or apartment in residence, the tenant will pay the landlord the monthly payments on or before the first day of each month.

The monthly rent is payable by cheque or money order payable to "Presbyterian College" or by Interac transfer (e-payment) to the email address: accounting@pcmtl.ca (security question: who is your landlord? answer: pcmtl)

Payments in cash, debit or credit card (Visa/Mastercard) can also be made at the Presbyterian College reception.

It is the tenant's responsibility to fulfill these conditions. Any unpaid residence fees as of the 3rd day of the month will incur a fee of \$25. Any returned cheque is subject to penalty fees of \$35.

CANCELLATION:

Tenants can sublet or assign their lease as per the Quebec Rental Board laws (Civil code). To do so, the tenant should contact the management to ensure they are using the necessary forms and respecting deadlines. No other form of lease cancellation is possible.

GENERAL CONDUCT:

The tenant undertakes to conduct himself/herself at all times in such a manner as to ensure the well-being and peaceable enjoyment of fellow tenants, especially during quiet hours set by the Dean of Residence, and to conform to rules and regulations set from time to time by the management; and without limiting the generality of the foregoing, not to permit any sound system to disturb others. Offensive materials (photos, text or others) must not be on display where it could be seen from the inside or the outside of the residence. Quiet hours begin at 10:00 p.m. and end at 7:00 a.m. and there should not be any noticeable or loud noise from rooms during his period.

DEAN OF RESIDENCE

The tenant is advised that the Dean of Residence coordinates limited activities in the residence and provides only general oversight and support to students for orientation to the residence. Neither the Dean of Residence nor The Presbyterian College provides professional medical or mental health or social services. Students must seek these services from the educational institution in which they are enrolled in an academic program or from the public health system.

ELEVATOR

The tenant is advised that the elevator in the student residence is presently not functional and may not be functional for the duration of any lease signed for the 2022-2023 academic year.

CORONAVIRUS/PANDEMIC CONTEXT:

Given the present circumstances with COVID-19 and the requirements of social distancing and prevention of the spread of the virus, the following rules are to be respected at all times in the residence of the Presbyterian College, until further notice:

- Anyone who is moving into the residence and is doing so from overseas or from the US, must quarantine outside of the residence for 10 days prior to moving into the residence.
- Masks (medical procedure masks) must be worn in the entranceway, corridors, communal kitchen, and elevator.
- Respect for two meters of social distance must be respected at all times and as much as is possible within the building.
- Only one person is permitted in the elevator at a time. (The elevator will be non-operational for the 2022-2023 academic year.
- Anyone who has COVID-19 symptoms, or is tested for COVID-19 while living in the residence, must immediately communicate this to the Dean of Residence.
- Any resident who is found to contravene any of the above rules will be given one warning. A subsequent violation may result in a notice/requirement to leave the residence either permanently or for a set duration of time. Any such notice/requirement shall be provided to the resident in writing.

COVID-19 Vaccination

Since the residence of The Presbyterian College is a unique living environment, including with significant shared facilities, the following policy has adopted to ensure the safety and wellbeing of all living in the residence.

All students living in the residence must provide proof of vaccination that is satisfactory to the College, and this proof for the year 2022-2023 must be provided by the time the student moves into the residence (unless an exception has been applied in a student's case). Adequately vaccinated means having completed a two-dose regime, plus a booster. Again, proof of vaccination must be satisfactory to the College. If medical or Public Health officials indicate the necessity of a subsequent or new Covid-19 vaccinations or boosters to preserve immunity, during the course of the lease, students living in the residence shall access such a booster or vaccination in a timely fashion.

PETS:

The tenant shall not keep any animal within or about said leased premises (seeing-eye and therapy dogs are exempt).

ALTERATIONS:

The tenant agrees:

- Not to make any changes or alterations to the premises, not to erect partitions, not to paper, paint or perforate the walls, ceiling, floors, windows, doors, trim, woodwork or alter parts of the premises including window stoppers. Posters and memo boards may be affixed using masking tape or glue-tac only.
- To pay for any extra cleaning or damages caused by himself/herself.

FIRE SAFETY:

The tenant shall not transfer or interfere with the fire-fighting and/or emergency equipment including fire alarms, fire extinguishers and/or emergency lighting. The tenant shall not turn off breaker switches, remove batteries from smoke detectors, or remove smoke detectors from their rooms. Residents are liable for damages resulting from tampering with fire safety equipment or from their actions which result in the managing of fire safety equipment (sprinkler heads, fire extinguishers etc.). Residents are liable for damages resulting from fire if it is proved that it was due to their fault or that of persons they allowed access to their room.

In the event that the fire alarm sounds in the building, the resident understands that they must immediately leave the building by the closest, safe fire exit route. (A fire alarm test will take place within the first month of the Fall term.)

SMOKING:

The Presbyterian College and immediate environment (rooms, courtyard, entrances and emergency exit) are designated non-smoking. Residents will be liable for the cost of cleaning or damages caused by smoke of any kind.

DAMAGE REPORTING:

Immediately upon occupying his/her room, the tenant shall examine it and report any visible damage or want of repair thereto by notifying the landlord. Failure to do so will indicate that the room was delivered in good condition with the furniture and accessories it is supposed to include. Any repairs and/or room maintenance must be coordinated through the lessor. All broken, missing or damaged furniture or fixtures, damage to walls, ceiling, floor tiles, mirrors, doors etc. will be charged at replacement or repair value plus 15% administrative charge.

At the time of move-out, a room inspection will be conducted by a representative of the College.

FURNISHINGS:

The tenant agrees to treat the furniture, equipment and other objects placed within the leased premises as a prudent administrator and shall deliver up same at the expiry of the lease in good repair, save reasonable wear and tear. No furniture shall be removed from the premises. All furnishings must be returned to their original place in the room or moving charges will apply.

Included furniture in each studio: wall mounted shelving unit, desk, chair, bed frame with mattress and box spring, ceiling fan, desk lamp, garbage can.

LOCKS AND KEYS:

The tenant is not allowed to change any locks.

The tenant is not allowed to duplicate the keys provided to him/her by the landlord. Upon termination of the lease, the tenant shall return all keys to the landlord. Charges will apply to replace any lost or misplaced keys during the duration of the lease, and for keys not returned at the end of the lease: \$75, subject to change.

A charge of \$5 is payable to the Dean of Residence if he is called to unlock and apartment door after a third time or as of the 1st time if it's after 10pm.

APPLIANCES:

The tenant shall not operate in his/her room appliances that are liable to overload the electrical circuit, such as irons, electric kettles, microwave ovens, heaters etc. The use of small appliances such as televisions, small fridges, stereos, personal computers and hairdryers is permitted.

ALCOHOL REGULATIONS:

Tenants are obliged to adhere to Provincial Laws and Colleges policies pertaining to the use of alcohol on the premises. Consumption of alcoholic beverages in the residents’ rooms is at the discretion of each student; elsewhere on College property (e.g. for recreational events) with prior permission from the Dean of Residence and/or the College office.

PERSONAL BELONGINGS:

The tenant assumes all responsibility for his/her belongings and it is recommended that proper insurance coverage is carried. All personal belongings shall remain inside the room. Do not leave boots or little carpets outside your door (Montreal fire and safety regulation)

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 landlord and tenant.

COPY AND LANGUAGE OF THE LEASE:

The tenant acknowledges, by the signing of this lease, that he/she has received an exact copy hereof, which has been drawn up in the language, French or English, of his/her choice

INFRINGEMENT PENALTY:

The infringement penalty by the tenant of any of the foregoing obligations assumed by him/her will entitle the landlord 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 tenant.

I, the undersigned, acknowledge having read and understood the above rules and regulations. I understand that these rules and regulations constitute a part of the lease I am signing in relation to a room or apartment in The Presbyterian College.

Tenant Name: _____

Signature: _____

Date: _____