

TENANT'S AGREEMENT – University Apartments

4. The Tenant(s) agrees with the Landlord:
- (a) To pay rent not later than the 1st day of each month.
To pay a service charge of \$20.00 for any cheques returned from the bank.
 - (b) To pay for the repair of all damages or expenses incurred by Housing resulting from the wilful or negligent act of the Tenant or persons permitted on the Premises by the Tenant.
 - (c) That the Landlord may on 24 hours written notice at a time between 8:00 AM and 8:00 PM to be specified in such notice, enter to view the state of repairs.
 - (d) That the Tenant will not assign, sublet or otherwise part with possession of the Premises or permit the Premises to be occupied by anyone other than the person(s) specifically noted above, without the consent of the Landlord, whose consent shall not be arbitrarily or unreasonably withheld, subject always to paragraph 4(f). The tenant shall not attempt to assign or sublet the premises to a person that is not a registered full-time student at The University of Western Ontario during the academic year.
 - (e) That the Tenant will maintain the Premises in a clean and tidy condition at all times and will leave the Premises in such condition and in good repair (reasonable wear and tear and damage by lightning and tempest only excepted). The tenant will be responsible for all costs incurred as the result of a new incoming tenant being unable to occupy a unit due to its physical state or the outgoing tenant having failed to vacate at the required time.
 - (f) That the Tenant will use the Premises only for the purpose of a residence for her/himself, and for no other purpose whatsoever.
 - (g) That the Tenant will observe and be subject to all the rules and regulations made by the Landlord relative to the use of the Premises in the Complex and the adjacent lands. As well, relative to the conduct of the Tenant and all persons claiming through the Tenant in the Premises, the Complex and the lands belonging to, including but without restricting the generality of the foregoing, all those rules and regulations outlined in **Schedule "A"** attached hereto. Provided however that such rules and regulations may be amended, expanded or varied and the Tenant will observe and be subject to all such rules and regulations as amended, expanded or varied and the same shall become effective and incorporated by reference herein when they have been either delivered to the Tenant or posted on the official notice board located in the main lobby of the apartment Complex.
 - (h) That the Tenant will comply with and be bound by all rules and regulations of The University of Western Ontario respecting students generally and regulations introduced by The University's Division of Housing and Ancillary Services (**Schedule A**).

GENERAL

5. The Landlord may, upon giving 24 hours written notice, enter the Premises at a time between 8:00 AM and 8:00 PM to be specified in the notice, to view the state of repairs.
6. (a) The Landlord may, upon giving 24 hours written notice, enter the Premises at a time between 8:00 AM and 8:00 PM to be specified in the notice, and in emergencies at any time, and make such repairs thereto as the Landlord deems appropriate, including repairs which are the responsibility of the Tenant pursuant to paragraph 4(b & c).
- (b) Should the Landlord effect repairs which are the responsibility of the Tenant pursuant to paragraph 4(b & c), the Tenant shall pay to the Landlord the amount of such repairs forthwith after being invoiced therefore.
7. A waiver by the Landlord of any breach of covenant or regulation shall not be considered to be a waiver of such covenant or regulation generally or of any subsequent breach of any covenant or regulation.
8. Any notice to be given to the Landlord shall be in writing and delivered to the Rental Office, Room 105 Bayfield

Hall and any notice to be given to the Tenant hereunder shall be in writing and delivered or mailed to the Tenant at the Premises.

9. If, during the final 2 months of this fixed term lease, a new lease has not been signed, the Landlord may enter the Premises between the hours of 8 a.m. and 8 p.m. to show the Premises to prospective tenants provided that, before entering, the Landlord informs or makes a reasonable effort to inform the Tenant of the intention to do so.
10. It is agreed that there is no representation, collateral agreement, or condition affecting this Lease or the Premises or supported hereby other than as expressed herein in writing.
11. The Landlord has caused this lease to be executed on its behalf by its Rental Clerk/Authorized Agent, and the Tenant has agreed to this lease with their signature.

SIGNED in the presence of

Authorized Agent

Date

Tenant

Date

Tenant

Date

Schedule "A"
University Apartment Complex
The University of Western Ontario

RULES AND REGULATIONS

1. GENERAL

The following rules and regulations are in amplification of paragraph 4(g) of the University Apartment Complex lease and apply to the Tenant, their agents, family or guests whilst occupying or visiting an apartment in the Complex.

2. ALTERATIONS

The Tenant may not alter, undertake additions, paint or wallpaper the apartment. The Tenant will be held financially responsible for any extra costs necessary to restore an apartment to standard condition.

3. APPLIANCES AND WATERBEDS

The Tenant shall not install any appliance which may be incompatible with the heating and/or electrical system without first obtaining written consent of the Landlord. No waterbeds may be brought onto the rented Premises.

4. BALCONIES (BAYFIELD, BEAVER AND AUSABLE ONLY)

Storage on balconies is not permitted. Due to the high winds which often occur in this area, the Tenant should exercise care in placing any belongings on balconies. Balconies will not be used for hanging or drying clothes. No objects whatsoever will be allowed to be dropped, thrown, propelled or projected from the Premises and no Tenant will permit or suffer such an act.

Tenant wishing to install flower boxes must hang these securely to the inside of the balcony as a safety measure. Tenants are responsible for removal of snow/ice another natural debris that may accumulate on balconies.

5. WINDOWS

No awnings, shades, aerials or other items will be erected over or placed outside the windows, doors or balconies. No objects whatsoever will be allowed to be dropped, thrown, propelled or projected from the Premises and no Tenant will permit or suffer such an act.

(a) Air Conditioners

Bayfield, Beaver, and Ausable only: Air conditioners may be positioned in the sleeve under the living room window.

6. BARBECUES

Due to fire regulations, the storage of propane barbecues and/or use of barbecues in apartments or on balconies is prohibited. When barbecues are used on the land on or adjacent to the Complex, the user should ensure that the smoke or odour emitted does not annoy others and that the cinders and waste are properly and safely disposed of.

7. DAMAGES

The Tenant will be held responsible for all damages and breakage incurred as a result of her/his occupancy and will be charged for the repair and/or replacement of the items involved. Some of the items to which special attention should be called are:

(a) Kitchen Counter Tops

These are made of Formica, are heat resistant only and will burn or scorch if hot utensils are placed directly on them.

(b) **Plumbing**

Care should be taken that foreign objects such as combs, toothbrushes, sanitary napkins, etc. are not flushed down the toilet.

(c) **Window Screens**

The frames of these are easily damaged and must not be removed by the Tenant.

(d) **Refrigerator**

The freezer is made of soft metal and great care should be taken when defrosting. If any instrument is used to scrape the frost these units can be seriously damaged.

(e) **Fire Alarm System**

Tenants are reminded to exercise caution when cooking. All costs associated with any false alarm, including those caused by cooking, will be charged back to the Tenant(s) responsible.

8. **DRAPES**

Drapes and drapery tracks are provided by the Landlord. They are not to be removed from windows. Drapes provided by the Landlord are not machine washable. A Tenant who washes the drapes of her/his apartment will be charged for replacement drapes.

9. **GARBAGE**

All garbage is to be tightly wrapped in a plastic bag and placed in the appropriate chute provided. Large items for removal should be placed in the garbage bin located in the Beaver Hall parking lot.

(a) **Blue Box**

The Recycling Blue Box is the property of U.W.O. and should be maintained while living in the Glenmore Complex and left in the apartment when you move out. Blue Boxes can be emptied in the recycling sheds.

10. **LAUNDRY**

The use of the laundry facilities including washing machines and dryers upon the Premises shall be subject to the rules and regulations provided by the Landlord. The security of a Tenant's items is her/his responsibility. The landlord is not responsible for items lost or damaged while using the laundry facilities.

11. **LOCKS**

The Tenant shall not alter or add to the locking system on any door without the prior written permission of the Landlord. Only the main apartment door is equipped with a key-lock. Any other door within the apartment requiring a key has been installed without authorization and should be reported to the Rental Office immediately.

12. **MOVING**

(a) The Tenant will not damage any part of the building or Premises when moving furniture or other articles in or out of the said Premises, and agree to indemnify the Landlord for any expense incurred as a result of damage so caused.

(b) **Moving In**

The Tenant agrees to move-in to the rented Premises after 9:00 AM on the first day of tenancy. If the tenant wishes to move in outside of normal business hours, arrangements must be made in advance with the Rental Office.

(c) **Moving Out**

This tenancy is for a fixed term. In ALL cases it is the responsibility of the tenant(s) to notify the Rental Office that they wish to be considered for a new tenancy. If such notification is not received prior to the prescribed date, the unit will be assigned to new applicants.

The Tenant agrees to vacate the rented Premises and return all keys by 1:00 PM on or before the expiration or termination of his or her tenancy. In the event that you are moving out during non-office hours, keys must be labeled and returned through the mail slot of the Rental Office in Bayfield Hall. The Premises shall be left fit for occupancy by the new Tenant, clean, undamaged and with all furniture and refuse removed. All appliances will be left in immaculate condition, inside and outside. Should the Landlord have to clean the apartment as a result of the Tenant's failure to comply with this clause, the Tenant shall pay all costs of cleaning and the costs arising out of any vacancies that are caused because of the necessity to leave the apartment vacant while it is cleaned and/or repaired. Anything remaining in the unit after the end of the tenancy shall be deemed to be abandoned and disposed of after 48 hours. The landlord is not liable for any property so disposed.

13. **NOISE**

Residents are expected to respect the rights of other Tenants and to help maintain an atmosphere conducive to study. In particular, noise should be kept to a minimum 24 hours a day. The Tenant will not cause, permit or suffer any noise or interference by any instrument or other object which, in the opinion of the Landlord, is disturbing the comfort of the other Tenants.

14. **PARKING**

- (a) A Tenant wishing to park her/his vehicle in the University Apartment Complex parking lots must make application through the Complex Rental Office. Only one permit per apartment will be issued to a vehicle registered in the name of a tenant. The Rental Office will request proof of vehicle ownership/registration, a valid driver's license and proof of insurance. The parking pass will be issued for PERSONAL USE ONLY. This pass is to be displayed on the inside lower driver's side portion of the windshield, or hung on the rear view mirror. It must be visible at all times. Automobiles, motorcycles, and scooters must be parked in the lot to which they are assigned. Each Tenant is subject to the parking rules and regulations of The University of Western Ontario and the Complex.
- (b) Should the tenant permit or suffer any vehicle to be parked in a location other than the allotted parking area, or should any such automobile remain in the allotted parking area for such a period of time that the Landlord or his agent or employee believes that the said automobile has been abandoned, the Landlord shall be entitled to remove the said automobile from the property of the Landlord at the Tenant's risk and expense. A vehicle left in the parking lot seven days after the Tenant's lease expires will be considered abandoned and will be treated as such.
- (c) Neither the Landlord, their employees, nor agents will be liable for any loss or damage to the vehicle or the contents of the vehicle howsoever caused.
- (d) The Landlord has the right to remove, at the owner's risk and expense, all or any vehicles that are inoperable, that are not bearing the appropriate Complex parking permit, or not bearing valid license permits as issued by a duly authorized governmental agency. No action will lie against the Landlord for the removal of the said vehicle.
- (e) The Tenant will pay the Landlord for any expense incurred in removing and storing or otherwise disposing of the said vehicle.
- (f) No repairs are to be carried out on any vehicle with the exception of minor emergency repairs, subject to the consent of the Landlord in writing.
- (g) If upon notice from the Landlord a Tenant fails to remove their vehicle from a parking lot while the Landlord carries out snow removal, maintenance and repair of the lot, etc., the vehicle will be removed at the Tenant's risk and the Tenant will pay the Landlord for any expense incurred in removing and storing the said vehicle.
- (h) The parking area allotted to the Tenant by the Landlord may only be used for the purpose of parking a single vehicle. Storage in the parking area is prohibited.
- (i) Temporary visitor parking permits are available from the Rental Office during business hours. These should be obtained in advance.

15. **PERSONAL PROPERTY**

All personal property placed in the Tenant's apartment or in any storage or other area as permitted by the Landlord, including motor vehicles and bicycles will be at the risk of the owner of such property and the Landlord shall not be responsible for any loss, damage or theft occurring to the same. The Tenant is therefore required to carry suitable insurance.

16. **PUBLIC AREAS**

The stairways and halls must be clear of Tenant's belongings: i.e. overshoes, boot trays, bicycles, cartons, etc., at all times. This is a fire regulation.

17. **SIGNS**

No signs, advertisements or notices will be posted or inscribed on any part of the building other than on the designated notice boards, subject to the approval of the landlord.

18. **SAFETY**

The Tenant will not do, bring or keep anything on the Premises, or permit or suffer such an act, which will either create a risk of fire or increase the rate of fire insurance on the building or contents, or cause a safety hazard to the occupants of the building. This includes any Hazardous materials, i.e. propane cylinders, gasoline, chemicals, etc.

19. SMOKE DETECTORS

The Tenant is responsible for monthly testing of the smoke detectors in her/his apartment. Smoke detectors which malfunction or are inoperable must be reported immediately to the Rental Office. Any tampering or disconnecting of the smoke detectors and/or fire alarm system could mean immediate termination of the lease for the Tenant and/or criminal charges.

20. SMOKING

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

(a) No tenant, resident, guest, business invitee or visitor shall smoke cigarettes, cigars, or any similar products whose use generates smoke within the building. This prohibition includes all residential units within the building, all balconies and patios, enclosed common areas, as well as outside within 9 meters of doorways, operable windows, and air intakes.

(i) "Smoking" shall include the inhaling, exhaling, burning or carrying of any tobacco or similar product whose use generates smoke and the use of an Electronic Cigarette

(ii) "Electronic Cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as he/she simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

(iii) "Business invitee" shall include, but is not limited to any contractor, agent, household worker, or other person hired by the tenant or resident to provide a service, or product to the tenant or resident.

(b) Tenant shall inform Tenant's guests, invitees, visitors, and Business Invitees of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's Premises from sources outside of the Tenant's Premises.

(c) Tenant acknowledges that Landlord's adoption of a no-smoking policy, and the efforts to designate and/or enforce the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of a smoke-free Premises and building or Complex. However, Landlord shall take reasonable steps to enforce the no-smoking terms of its leases. Landlord is not required to take steps in response to smoking unless Landlord is put on notice of the presence of cigarette smoke, via agent, personal knowledge, and/or written or electronic notice by a tenant.

(d) Tenant agrees that the other tenants at the Complex are the third-party beneficiaries of Tenant's no-smoking policy agreement with Landlord. The Tenant acknowledges that the Tenant's obligations and commitments in regard to this policy are made to and may be enforced by the other tenants in the Complex in addition to the Landlord. Any action between tenants herein shall not create a presumption that the Landlord breached this no-smoking policy.

(e) Tenant acknowledges that Landlord's adoption of a smoke-free living environment and the efforts to designate the Complex as smoke-free do not in any way change the standard of care that the Landlord or its agents would have to a Tenant to render Complex and the Premises designated as smoke-free any safer, more hospitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the Complex, common areas or Tenant's Premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Premises or common areas will be free from second-hand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce compliance with this policy is dependent in significant part on voluntary compliance by the tenants and the tenants' guests and other occupants of the Complex. Tenants with respiratory ailments, allergies, or any other physical, mental, emotional, or psychological conditions relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this policy than any other Landlord obligation under this lease.

21. **REPAIRS**

Any requests for repairs/maintenance by the Tenant shall be made through the Rental office. Except in the case of an emergency or unless the Tenant otherwise consents at the time of entry, the Landlord may, on 24 hours written notice to the Tenant, enter the Premises between 8:00 a.m. and 8:00 p.m. to carry out repairs.

22. **PETS**

Tenants are reminded that they will be held responsible for their pets. If any animal interferes with the right to reasonable enjoyment of the Landlord or another tenant, represents a risk to the Landlord or tenant, or causes damage to the complex or another tenant's property, the pet will have to be removed from the complex.

23. **TERMS OF LEASE**

Tenants are reminded that they are bound by their lease for the full term specified. If a tenant attempts to break their lease by giving notice to vacate prior to the expiration of the initial period of tenancy, they are still responsible for paying rent until someone is found to assume the lease. A change in personal circumstance (i.e., academic, financial, etc.) will not be considered cause to release a person from their lease obligations.

24. **GENERAL**

The laws of Canada, the laws of Ontario, the bylaws of the Municipal Corporation of the City of London and the rules and regulations of this lease and The University of Western Ontario shall be observed by the Tenant, their families, visitors, guests, subletters, clerks, and agents.

Tenants are reminded that any breach of their obligations under this lease may be dealt with under the UWO Code of Student Conduct, in addition to any remedies available to UWO under this lease.

The Landlord shall have the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed for the safety, security, care and cleanliness of the Premises and for the preservation of good order therein and the same shall be kept and observed by the Tenant, their families, visitors, guests, clerks, and agent.