

Office use only  
Application Number \_\_\_\_\_



SEVERN COURT STUDENT RESIDENCE  
555 WILFRED DRIVE, SUITE 110  
PETERBOROUGH, ON K9K 1W1  
TEL: 705-740-0909  
FAX: 705-740-0944  
SEVERN@STUDENTREZ.COM  
WWW.STUDENTREZ.COM

# FLEMING APPLICATION – OFFER TO LEASE

## Information

The Severn Court Student Residence offers fully furnished 4 & 6 bedroom apartments equipped with a twin bed, desk and chair, shelf/light and closet. Each unit offers a furnished living room, dining room, major kitchen appliances, and two full bathrooms. Cable and utilities are also included. The Severn Court residence is accepting students on a first-come, first-served basis.

## How to Apply

Fully read, complete and sign the following forms using blue or black ink: (1) Application – Offer to Lease (2) Tenancy Agreement (3) Internet Form. Please send all completed forms along with your deposit (see deposit details below) to Severn Court as soon as possible to secure your room. **Only original copies will be accepted.**

- Yes** I wish to lease a bedroom at Severn Court Student Residence. I acknowledge that the rental term period will be for the following dates below: (Please check one of the following options)
  
- \$495 monthly** (September 2, 2017 – August 13, 2018; 12 equal payments) INITIAL \_\_\_\_\_ DATE \_\_\_\_\_
  
- SUMMER OPTIONS – 6 BEDROOMS:**
- \$495 monthly: (May 1, 2017 – August 14, 2017; 4 equal payments) INITIAL \_\_\_\_\_ DATE \_\_\_\_\_
- \$495 monthly: (May 1, 2017 – April 23, 2018; 12 equal payments) INITIAL \_\_\_\_\_ DATE \_\_\_\_\_
  
- FALL OPTIONS – 6 BEDROOMS:**
- \$645 monthly: (September 2, 2017 – April 23, 2018; 8 equal payments) INITIAL \_\_\_\_\_ DATE \_\_\_\_\_
- \$675 monthly: (September 2, 2017 – December 18, 2017; 4 equal payments) INITIAL \_\_\_\_\_ DATE \_\_\_\_\_
  
- 4 BEDROOM - 8 MONTH ONLY (SUBJECT TO AVAILABILITY):**
- \$695 monthly: (September 2, 2017 – April 23, 2018; 8 equal payments) INITIAL \_\_\_\_\_ DATE \_\_\_\_\_
  
- WINTER OPTIONS – 6 BEDROOMS:**
- \$495 monthly: (January 5, 2018 – December 17, 2018; 12 equal payments) INITIAL \_\_\_\_\_ DATE \_\_\_\_\_
- \$675 monthly: (January 5, 2018 – April 23, 2018; 4 equal payments) INITIAL \_\_\_\_\_ DATE \_\_\_\_\_
  
- 4 BEDROOMS (SUBJECT TO AVAILABILITY):**
- \$695 monthly: (January 5, 2018 – April 23, 2018; 4 equal payments) INITIAL \_\_\_\_\_ DATE \_\_\_\_\_

## Personal Information

FIRST NAME \_\_\_\_\_ PHONE \_\_\_\_\_

LAST NAME \_\_\_\_\_ CELL PHONE \_\_\_\_\_

ADDRESS (NO. AND STREET) \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_ STUDENT NO. \_\_\_\_\_

CITY \_\_\_\_\_ PROGRAM \_\_\_\_\_

PROVINCE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_ GENDER \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ (DD/MM/YY)

STUDENT STATUS:  FIRST YEAR  SECOND YEAR  THIRD YEAR  FOURTH YEAR

RESIDENT STATUS:  NEW RESIDENT  RETURNING STUDENT  LIVED ON CAMPUS

HOW DID YOU HEAR ABOUT US:  BROCHURE  INTERNET  FRIEND  HIGH SCHOOL

OTHER: \_\_\_\_\_

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## Deposit

Your last month's rent deposit is due upon submission of all completed paperwork. Your first month's rent deposit is due on the first of the month prior to the lease term start date. (i.e. Due August 2, 2017 for September 2, 2017 start date.) All deposit payments should be equal to one monthly payment of the lease option chosen.

Deposits can be paid by certified cheque, money order or bank draft and made payable to the **Ontario Student Residence Corporation**. Cash, debit card or credit card payments will also be accepted and processed in person at the Residence Management Office. Please note there is an additional \$25.00 administration fee if paying with a credit card.

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## Activity Fee

Each tenant is required to pay a one-time activity fee that will be used towards monthly events held at the residence. The fee is \$15.00 per semester. Full amount to be paid upfront. Such events include, Pizza Parties, BBQ's, all you can eat nights, sports, games, building competition's, and more...

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## Early Move-In

Avoid the rush... move-in early for shopping, banking, or just getting to know the area!

We understand that most students, especially those in their first year, have a lot to do in the first couple of weeks - whether it's orientation, familiarizing yourself with the Institution, or shopping for supplies. This year we would like to offer you our early move-in package. We have reserved a limited number of spaces prior to the beginning of the fall term. Spaces are limited so if you're interested, act now and get in on this great offer! **All early move-in arrangements must be made by August 1, 2017. Requests after this date will not be accepted.**

Please check off the day on which you would like to move-in:

- August 28, 2017 - \$125.00
- August 29, 2017 - \$100.00
- August 30, 2017 - \$75.00
- August 31, 2017 - \$50.00
- September 1, 2017 - \$25.00

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## Parking

Severn Court Student Residence has parking available for tenants that wish to buy a parking pass; parking spaces are limited and are available on a first come first serve basis. Payments must be made in advance at the beginning of each term. The cost to replace a lost or stolen parking pass will be \$25.00.

Please choose one of the following options:

- \$200.00 - 1 Semester
- \$360.00 - 2 Semesters

Please note: there are no parking fees during the summer semester.

MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ YEAR \_\_\_\_\_

COLOUR \_\_\_\_\_ LICENSE PLATE \_\_\_\_\_

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## Payment Information

TENANT FEE CHART	
Last Month's Rent	\$ _____
First Month's Rent	\$ _____
Activity Fee (\$15.00 x Number of Semesters)	\$ _____
Early Move-In (\$25.00 x Number of Days)	\$ _____
Parking	\$ _____
Credit Card Administration Fee	\$ _____
	\$ _____
TOTAL	\$ _____

Please select your initial method of payment:

- Certified Cheque (By Courier)     VISA     MasterCard     Interac (In Person)  
 Bank Draft (By Courier)     Cash (In Person)     Money Order (By Courier)

If paying by certified cheque, the cheque must be made payable to **Ontario Student Residence Corporation**. We do not accept personal cheques for first or last month's rent deposits.

If paying by credit card, please fill out your credit card information below. Please note there is an \$25.00 administration charge for all credit card payments.

As per the total in the TENANT FEE CHART, please charge my credit card upon receipt of these forms.

CARD NUMBER \_\_\_\_\_ EXPIRY DATE \_\_\_\_\_

NAME ON CARD \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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## Rental Payment Information

Severn Court Student Residence does not accept promissory notes from students who are planning to use the proceeds of their OSAP loan to pay their rent. You must make the necessary arrangements to submit your rent payment by the first of each month.

Monthly rent payments can be paid through Pre-Authorized Payment (PAP). To select this option for monthly rent payments, please fill out the attached PAP form. Payments can also be made by cash, debit, VISA, or MasterCard. Monthly rent payments will not automatically be processed off credit cards (if provided). Students must come to the front desk to make rental payments unless using Pre-Authorized Payments (PAP). Fees can also be paid in full, but is not required.

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## Health Information

If you have a disability or illness that requires special accommodations, such as a wheelchair accessible room or other considerations, please contact the office directly.

Do you have a disability, illness, allergy, medication or similar health consideration that the Residence needs to know about in the event of an emergency?  Yes  No

List: \_\_\_\_\_

FULL NAME \_\_\_\_\_

HEALTH CARD NUMBER \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

SIGNATURE \_\_\_\_\_

I acknowledge that by signing this form, that in emergency situations the information on this page will be released to Emergency Medical Services and your Emergency Contacts being notified.

DATE \_\_\_\_\_

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## Primary Emergency Contact

YOUR PRIMARY EMERGENCY CONTACT MUST BE YOUR GUARANTOR OUTLINED IN THE TENANCY AGREEMENT.

FULL NAME \_\_\_\_\_

PHONE \_\_\_\_\_

ADDRESS (NO. AND STREET) \_\_\_\_\_

CELL PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

PROVINCE \_\_\_\_\_

POSTAL CODE \_\_\_\_\_

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## Secondary Emergency Contact

Please provide a secondary emergency contact in case we cannot reach your primary contact.

FULL NAME \_\_\_\_\_

PHONE \_\_\_\_\_

ADDRESS (NO. AND STREET) \_\_\_\_\_

CELL PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

PROVINCE \_\_\_\_\_

POSTAL CODE \_\_\_\_\_

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## Health Consideration

This year you will be living, working, studying, playing, and coming into contact with many other students. Take good care of yourself. We want you to stay as healthy as possible while in Residence. To this effect, we would like you to consider updating the following immunizations and medical tests:

Tuberculosis, Influenza, Tetanus-diphtheria, Polio, Mumps, Measles, Rubella, Hepatitis B, Meningitis

We encourage you to speak with your family physician and visit the following websites for more information: Ontario Ministry of Health and Long Term Care Immunization website, Institution websites.

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## Student Photos

Each student will have their photo taken upon move in for security purposes.

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# Personality Profile

## STEP 1 - BACKGROUND

Please complete the following questions with answers that best describe you. Remember the more honestly you answer these questions, the more likely you are to get a roommate that is compatible with your lifestyle. We cannot guarantee any special requests or roommate requests if your application is submitted after July 31, 2017.

### I am...

- Neat                       Somewhat Messy  
 Somewhat Neat         Messy

### I am...

- Quiet all the time       Average  
 Somewhat quiet         Loud

### I usually go to bed...

- Early (before 11pm)     Between 11pm and 1am     Late (after 1am)

### I usually get up...

- Early (before 6:30am)    Between 6:30am and 8:30am    Late (after 9am)

### I plan on having visitors...

- Almost daily             Occasionally  
 Often                     Rarely

### I plan on having parties/get-togethers...

- Often                     Rarely  
 Occasionally             Never

### I am a...

- Drinker                     Non-drinker                     Occasional Drinker

### I am a...

- Smoker                     Non-smoker

### I study...

- Very frequently (priority)     Average (important, but not top priority)  
 Not often (not a priority)

### I request the suite to be:

- All Males                     All Females  
 Gender Neutral (Co-ed room) (If available)

## STEP 2 - ROOMMATE REQUEST (Please write clearly)

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ INITIAL \_\_\_\_\_

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ INITIAL \_\_\_\_\_

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ INITIAL \_\_\_\_\_

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ INITIAL \_\_\_\_\_

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ INITIAL \_\_\_\_\_

NOTE: All requested roommates must also request to live with each person listed in order to be roomed together.

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## Cable Television

### Do you watch Cable TV?

Yes  No

### Do you require a cable box in your living room?

Yes  No

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## Cancellation Information

If I wish to cancel my spot at Severn Court before move in day, I must notify the Management Office in writing via mail, E-mail or fax. I acknowledge that both of my deposits will become **NON-REFUNDABLE** once Severn Court has accepted all of my paperwork and reserved a spot for me to live. I also understand that I will remain financially responsible for all additional rental payments due until the end of the rental term period or until such time as a new tenant is found to take occupancy of my room, whichever comes first.

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## Resident Signature

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SIGNATURE OF TENANT

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DATE

# PRE-AUTHORIZED PAYMENT AUTHORIZATION FORM



SEVERN COURT STUDENT RESIDENCE  
555 WILFRED DRIVE, SUITE 110  
PETERBOROUGH, ON K9K 1W1  
TEL: 705-740-0909  
FAX: 705-740-0944  
SEVERN@STUDENTREZ.COM  
WWW.STUDENTREZ.COM

Payment is for the rental unit located at 555 Wilfred Drive, Peterborough, Ontario, K9K 1W1.

TENANT NAME (IF DIFFERENT FROM PAYOR) \_\_\_\_\_

PAYOR NAME(S) \_\_\_\_\_

ADDRESS (NO. AND STREET) \_\_\_\_\_ CITY \_\_\_\_\_

ADDRESS \_\_\_\_\_ PROV \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

EMAIL \_\_\_\_\_ PHONE \_\_\_\_\_

## BANK ACCOUNT INFORMATION (attach a void cheque)

FINANCIAL INSTITUTION (FI): \_\_\_\_\_

FI ACCOUNT NUMBER \_\_\_\_\_ FI TRANSIT NUMBER \_\_\_\_\_

## PRE-AUTHORIZED DEBIT DETAILS

TYPE OF SERVICE:  PERSONAL  BUSINESS

I (we) authorize Campus Living Centres o/a Severn Court Student Residence and the financial institution designated (or any other financial institution I/We may authorize at any time) to begin deductions as per my/our instructions for monthly recurring payments and / or one-time payments from time to time, for payment of all charges arising under my / our agreement. Payments will be debited to my/our specified account on the 1st day of each month. Campus Living Centres o/a Severn Court Student Residence will obtain my / our authorization for any other one-time or sporadic debits.

I (we) authorize Campus Living Centres o/a Severn Court Student Residence to process a debit, in paper, electronic or other form in the amount of \$ \_\_\_\_\_ on my (our) account on the first of each month beginning \_\_\_\_\_, 20\_\_\_\_, and ending on the first of the last month of my (our) lease agreement for payment of rental fees.

This authority is to remain in effect until Campus Living Centres o/a Severn Court Student Residence has received written notification from me / us of its change or termination. This notification must be received at least ten (10) business days before the next debit is scheduled at the address provided below. I/We may obtain a sample cancellation form, or more information on my/our right to cancel a PAD agreement at my/our financial institution or by visiting [www.cdnpay.ca](http://www.cdnpay.ca).

I (we) have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_





# FLEMING TENANCY AGREEMENT - 2017-2018

## PREAMBLE

The Tenancy Agreement is a legal contract that outlines the obligations of the Tenant, the Guarantor, the Landlord and the Manager. The terms and conditions of this agreement have been designed to meet the accommodation needs of the Tenants and ensure that Tenants enjoy a safe, respectful community living environment that is conducive to academic success. Tenants are expected to respect the rights and privileges of others and to conduct themselves in a manner that promotes this purpose. Every Tenant must understand and agree to abide by the rules set out in the Tenancy Agreement.

Office use only						
FROM:	,20	To:	20,	INITIALS (OFFICE)	INITIALS (TENANT)	DATE

## 1. Introduction

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Campus Living Centres Inc. (the "Manager"), as agent for: Ontario Student Resident Corporation (the "Landlord") and: \_\_\_\_\_ (the "Tenant") and: \_\_\_\_\_ (the "Guarantor"), in consideration of the mutual covenants and agreements contained in this Tenancy Agreement (this "Agreement").

The parties covenant and agree as follows:

**1.01 TERMS OF OCCUPANCY.** It is understood and agreed that acceptance into Severn Court constitutes a rental commitment by the Tenant for the full term(s) of occupancy indicated and that the tenant must be a student of Sir Sandford Fleming College. For cancellation policies please see SECTION 8.01 Cancellation by Manager and SECTION 8.02 Cancellation by the Tenant.

**1.02 ROOM AND TERM.** The Manager grants the Tenant shared occupancy (with up to five other persons of the same gender, unless a gender neutral room is requested, designated by the Manager) of a building-standard furnished room within an apartment (a "Room"), including heat, hydro and water in the property owned by Ontario Student Residence Corporation known as Severn Court Student Residence (the "Residence"), commencing 11:00 a.m. on \_\_\_\_\_, 20\_\_\_\_ and ending 4:00 p.m. on \_\_\_\_\_, 20\_\_\_\_. Current Tenants must apply to residence each year, with acceptance determined on a first-come first-served basis. In addition, and without limitation, acceptance may be denied as a result of any previous violations of this Agreement. The terms of this Agreement may be extended by the Manager if the Tenant is granted an early move-in, or a late move-out.

**1.03 WINTER BREAK/READING WEEK.** The Tenant may occupy a Room during the period between the end of the First Semester and the commencement of the Second Semester (the "Winter Break") and during Reading Week. During the Winter Break/Reading Week there is limited supervision of the Residence, all services are reduced or suspended, and annual maintenance and daily room inspections occur.

**1.04 ACKNOWLEDGEMENT OF SERVICES AND RESPONSIBILITY OF THE MANAGER.** The Tenant and Guarantor acknowledge that neither the Manager nor the Landlord stands in loco parentis with respect to the Tenant. The Residence provides living accommodations for independent students who are to be responsible and accountable for their personal needs and their interactions with their fellow Tenants as opposed to residential care. The Manager is responsible for the maintenance and operation of the residence and adds additional levels of personal safety, security and social activities that may not be present in other types of accommodations.

**1.05 PRE-CONDITIONS TO OCCUPANCY.** The Tenant may not occupy a Room, unless (i) this Agreement is executed by all parties, with all information required on the last page of this Agreement completed in full; (ii) First and Last Month's rent is paid in full as stated in SECTION 2.02; (iii) and the Manager has designated a Room for the Tenant.

**1.06 FORCE MAJEURE.** 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, lighting, tempest, explosion, act of God or war so as to render the same unfit for the purposes 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 rented premises have been rebuilt or made fit for the purposes of the Tenant; provided that the Landlord shall have the rights, in the event of the building or any part thereof being substantially destroyed or damaged by fire, lightning, tempest, explosion, act of God, or war, at its option, to terminate this Agreement on giving the Tenant, within thirty days after such destruction or damage, notice in writing of its intent so to do, and thereupon rent and any other payment for which the Tenant is liable under this Agreement shall be apportioned to the date of such destruction or damage and the Tenant shall immediately deliver up possession of the rented premises to the Landlord.

**1.07 AFFILIATION.** The Severn Court Student Residence is a privately owned and operated residence community managed by Campus Living Centres.

1.08 LIABILITY. (i) The Landlord shall not be liable or responsible in any way for any personal injury that may be suffered or sustained by the Tenant or any employee of the Tenant or any other person who may be upon the demised premises or in or about the building or on the sidewalks and laneways or streets adjacent to the same or for any loss or damage or injury to property belonging to or in the possession of the Tenant or any employee of the Tenant or any other person whether such property is in the demised premises or in or about the building or on the sidewalks and laneways or streets adjacent to the same, and in particular (but without limiting the generality of the foregoing) the Landlord shall be not liable for 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 into the demised premises from any part of the building or from the water, sprinkler, drainage or from smoke pipes or plumbing equipment of the same or from any other place or quarter or caused by or attributable to the condition or arrangement of any electrical or other wiring or of the air-conditioning equipment or caused by anything done or omitted by any Tenant or other occupant. (ii) The Tenant shall be liable for any damage done to the premises and building by reason of water being left running from the taps or blocked toilets in the demised premises or from gas being permitted to escape.

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## 2. Tenant Fees

2.01 PAYMENT OF FEES. All amounts payable by the Tenant under this Agreement are payable to the "Ontario Student Residence Corporation" and payments must be delivered to the Manager. All monthly rent amounts payable under this Agreement must be paid by cash, debit, bank draft, money order, pre-authorized payment (PAP), or a credit card as designated by the Manager. Credit Card payments will be subject to a \$25.00 administration fee per transaction. Rent payments are due by the first of every month with the exceptions of SECTIONS 2.03 and 2.04.

2.02 TENANT FEES. The Tenant must pay one of the following fees, as selected and initialled by the Tenant, (the "Tenant Fees") for the right to occupy a Room during the Term.

- \$495 monthly** (September 2, 2017 – August 13, 2018; 12 equal payments) INITIAL \_\_\_\_\_ DATE \_\_\_\_\_
- SUMMER OPTIONS – 6 BEDROOMS:**
- \$495 monthly: (May 1, 2017 – August 14, 2017; 4 equal payments) INITIAL \_\_\_\_\_ DATE \_\_\_\_\_
- \$495 monthly: (May 1, 2017 – April 23, 2018; 12 equal payments) INITIAL \_\_\_\_\_ DATE \_\_\_\_\_
- FALL OPTIONS – 6 BEDROOMS:**
- \$645 monthly: (September 2, 2017 – April 23, 2018; 8 equal payments) INITIAL \_\_\_\_\_ DATE \_\_\_\_\_
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- 4 BEDROOM - 8 MONTH ONLY (SUBJECT TO AVAILABILITY):**
- \$695 monthly: (September 2, 2017 – April 23, 2018; 8 equal payments) INITIAL \_\_\_\_\_ DATE \_\_\_\_\_
- WINTER OPTIONS – 6 BEDROOMS:**
- \$495 monthly: (January 5, 2018 – December 17, 2018; 12 equal payments) INITIAL \_\_\_\_\_ DATE \_\_\_\_\_
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- 4 BEDROOMS (SUBJECT TO AVAILABILITY):**
- \$695 monthly: (January 5, 2018 – April 23, 2018; 4 equal payments) INITIAL \_\_\_\_\_ DATE \_\_\_\_\_

2.03 LAST MONTH RENT DEPOSIT. Due upon submission of all completed paperwork. It will be applied to the last month's rent and is equal to one monthly payment of the lease option chosen.

2.04 FIRST MONTH RENT DEPOSIT. Due on the first of the month prior to the lease term start date and will be applied to the first month's rent and is equal to one monthly payment of the lease option chosen.

2.05 NON SUFFICIENT FUNDS FEE. If a cheque issued to the "Ontario Student Residence Corporation" is returned for any reason the Tenant will be subject to an additional \$20.00 administration fee.

2.06 ACTIVITY FEE. All Tenants are required to pay a one-time activity fee which will be used to run residence social activities throughout the year.

2.07 DAMAGE AND CLEANING CHARGES. All returning Tenants who have been charged for damages or cleaning charges for their previous tenancy are required to pay all outstanding charges before they are permitted to move in. Any damages or cleaning charges incurred by Tenants during their tenancy will be required to be paid upon verbal or written notice.

2.08 LAUNDRY CARDS. All Tenants that require use of the laundry facilities in the residence must purchase a laundry card for \$5.00 from the Manager.

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## 3. Residence Procedures

3.01 MOVE-IN PROCEDURE. The Tenant must follow all move-in times, dates and procedures outlined by the Manager. The Tenant will be notified of the date and time that the Tenant may move into the Room. If the Tenant wishes to move-in prior to the scheduled move-in day, the Tenant may do so at the Manager's then posted nightly rate and subject to availability. Care is to be exercised in moving-in heavy objects to avoid damage to floor coverings, walls, doors and frames and any other part of the Residence. The Tenant shall be responsible to pay forthwith to the Manager the cost of any damage to the Room or the Residence arising from the move-in.

**3.02 MOVE-OUT PROCEDURE.** Prior to either (i) the expiry of the Tenancy, or (ii) the date on which the Tenant is to vacate the Residence, the Manager will inspect the Room to view the state of cleanliness and repair. After inspection, the Manager will inform the Tenant of pending damage and cleaning charges outlining the condition in which the Room is to be left on vacating. If acceptable to the Manager, the Tenant will be permitted to correct the deficiencies prior to vacating the Residence. At an arranged time on the date set for vacating the Residence, the Manager will again inspect the Room and, in the event deficiencies are found, the Manager will inform the Tenant of all actions necessary to restore the Room to original conditions including any pending damage and cleaning charges. The cost to restore the Room shall be paid by the Tenant or, alternatively, by making satisfactory arrangements prior to removing the Tenant's belongings from the Room. On vacating, all garbage and belongings of the Tenant must be removed, failing which, the cost of removal will be charged to the Tenant. As with the "move-in procedures", care must be exercised to avoid damage to doors, frames, walls, floor coverings and any other part of the Residence. The Tenant is financially responsible to pay forthwith for any damage caused on moving out of the Residence.

**3.03 ROOMMATES.** The Tenant may be notified prior to move-in of the name and phone number of his or her roommates (and vice-versa) if the information is available. This disclosure is to enable the roommates to get acquainted and to arrange bringing common supplies to the Residence. Roommate changes may be requested with reasonable cause at anytime; however the Manager's first priority is to try to mediate any dispute between roommates. If a roommate change is required roommates may be moved to different Rooms (subject to availability within the Residence and to the Manager's discretion), unless another agreement can be reached amongst all parties involved. Any moves may be subject to a \$75.00 administration fee.

**3.04 ROOM REASSIGNMENT.** Although unlikely, the Manager may in its sole and unfettered discretion, relocate the Tenant to another Room upon 48 hours advance written notice. The Tenant agrees to comply with the terms of any relocation notice and to remove and relocate the Tenant's property to the Room designated in the relocation notice. Tenants staying between the months of May and August will be required to relocate to another building specified by the Manager.

**3.05 DELIVERIES AND SOLICITATION.** The Manager may control access to the Residence for deliveries. The Manager must allow reasonable access to political candidates or their representatives for the purpose of canvassing for support and delivering pamphlets. Unauthorized soliciting of any kind by Tenants is prohibited.

**3.06 LOST KEYS & LOCKOUTS.** The Tenant will be responsible for the cost of replacing lost keys or having staff give access to their suite/bedroom due to locking themselves out at a cost determined by the Manager. Replacement keys will be charged at a maximum of \$20.00 per key. Lock replacements as a result of lost keys will also be subject to additional fees.

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## 4. Residence Facilities, Maintenance, and Services

**4.01 RESPONSIBILITY FOR DAMAGES.** Within 24 hours of taking possession of the Tenant's assigned Room, the Tenant must complete a "Room Inspection Report", listing all damages and deficiencies in the Room and its furnishings, fixtures and equipment. At all times during the Term, the Tenant must maintain the Room and its furnishings, fixtures and equipment to the same standard and condition as exists at the time possession of the Room is given to the Tenant (or if the Manager repairs any damage or deficiency noted in the Room Inspection Report, to the same standard and condition as exists after repairing that damage or deficiency), subject to normal wear and tear. The Tenant and any other person sharing a Room with the Tenant are jointly and individually liable for any damage to or deficiency in the Room and its furnishings, fixtures and equipment, other than damage and deficiencies noted in the Room Inspection Report which are not repaired by the Manager. The Tenant must give the Manager prompt written notice of any accidents, damage or malfunctions of any kind to the Room or its furnishing, fixtures and equipment. The Tenant shall keep a copy of each such notice.

**4.02 LIABILITY OF TENANT.** The Tenant is liable for any damage to the Room including its furnishings, fixtures and equipment, and for any damage to the Residence arising from the wilful acts or the negligence of the Tenant. The Manager and the Landlord do not assume any responsibility for personal property that is lost, stolen or damaged from any cause. Tenants are advised to insure their personal property through a qualified insurance agent. Residence does not purchase such protection for personal property. Tenants must also take positive steps to ensure their safety by locking room doors and ensuring that only authorized persons enter their suite and/or the building.

**4.03 INSURANCE.** The Tenant must obtain adequate liability insurance and provide documentation of insurance coverage prior to move in.

**4.04 DAMAGES TO COMMON AREAS.** Tenants are responsible for taking all actions associated with good citizenship, including reporting information about damages and vandalism, and those allegedly responsible for causing the damage. All Tenants (including the Tenant) in common with each other are responsible for damage to any part of the interior or exterior common areas of the Residence caused by a person or persons unknown. Common areas include and are not limited to; the corridors, lounges, laundry rooms, stairwells, the exterior of Room doors, parking lots and any other public areas of the Residence.

**4.05 ROOM ENTRY.** The Manager subscribes to the principle that Tenants are entitled to enjoy a reasonable right to privacy in their Rooms. However, the Tenant acknowledges that the Manager is entitled, with 24 hours written notice and without the Tenant being present, to have authorized staff, security services, emergency services, or the police enter the Room at reasonable times under the following conditions; (a) to provide repair and maintenance services as detailed in SECTION 4.06 of this Agreement; (b) during the Winter Break to provide routine maintenance and daily inspections. Authorized staff, security services, emergency services, or the police are entitled to enter the room without notice under the following conditions; (a) to ensure the safety and security of the Tenant and/or when there is reasonable cause to believe an emergency situation has arisen, (b) to provide housekeeping services as detailed in SECTION 4.07 of this Agreement, (c) emergency maintenance situations, (d) to show a prospective new Tenant the Room after notice of lease termination has been given and/or if a bedroom is vacant, (e) if a Tenant allows entry.

**4.06 MAINTENANCE BY THE MANAGER.** Throughout the Term the Manager will inspect, maintain, repair and replace elements of the Room in order to keep the Room in a good condition and state of repair, complying with health, safety and fire standards required by law. This includes, but is not limited to, inspecting and testing fire safety equipment, major appliances, electrical, bathroom fixtures and plumbing.

4.07 HOUSEKEEPING AND CLEANLINESS. Tenants are responsible for the regular cleaning of their bedrooms and common areas (i.e. Bathrooms, living, dining room, kitchen, etc.) within each apartment suite. Sanitary conditions will be imposed at the Tenant's additional expense if risk of an individual's health exists because of poor housekeeping practices. Should the Room be found in an unhygienic state, the Tenant(s) will be given 24 hours to return it to a proper state, or it will be cleaned at the discretion of the Manager with a minimum charge of \$50.00. The Tenant shall, at all times during the Tenancy, keep all parts of the Room clean, including and not limited to; floor coverings, doors, walls, ceilings, kitchen appliances, counters, cupboards, faucets, sinks, furniture, glass, window frames, and other furnishings. Housekeeping has the right to enter your Room without notice to clean a vacant bedroom for a new Tenant. All vacant bedrooms in a suite should not be entered by any unauthorized Tenant(s) or other persons. Tenants will be held responsible for all cleaning charges if vacant bedrooms are entered.

4.08 LIMITATION ON LIABILITY OF MANAGER. Unless arising as a result of their gross negligence, the Manager and the Landlord shall not be liable to the Tenant for any loss or damage, however caused, to the property of the Tenant or to the property of the Tenant's guest(s) while in the Residence or on the lands on which the Residence is situated. Without limiting the generality of the foregoing, such property includes and is not limited to, vehicles and their contents and damage includes and is not limited to; damage caused by the failure of the plumbing or heating system or any other building system, defects in the structure of the Building, water or snow penetration, exterior weather conditions, damage arising from any cause beyond the control of the Manager or Landlord, and any damage or injury arising from the activities of employees, contractors or agents of the Manager and the Landlord.

4.09 HEATING OF ROOM. By law the Manager will provide heating from September 1 to June 15 and will operate, maintain and repair that heating system. During any period in which the heating system is not functioning to the standards set out above, the Manager will use commercially reasonable efforts, after receiving notice of the deficiency, to have the system repaired and functioning as soon as may be possible in the circumstances. In no event however, is the Manager liable to the Tenant for any consequential illness or discomfort and the Manager shall not be deemed to be in default of its obligations under this Agreement, so long as it is using commercially reasonable efforts to have the system repaired.

4.10 PLUMBING, FIXTURES, ETC. Tenants may not use the toilets or sink drains for disposal of refuse of any kind and are responsible for the cost of clearing blockages in the waste pipes and drains.

4.11 CABLE TELEVISION & INTERNET SERVICES. Cable is provided to all Tenants as part of their Tenant Fees. If the Tenant wishes to have additional cable television service beyond what is provided as "standard" in the Residence, the Tenant must arrange for these services at their own expense. Cutting of wiring and boring of holes is not permitted. Any unauthorized services or equipment may be removed by the Manager, at the Tenant's expense, without notice or liability. Internet is provided free of charge to all Tenants. If the Tenant wishes to have additional internet services beyond what is provided as "standard" in the Residence, the Tenant must arrange for these services at their own expense. The Landlord or the Manager are not be liable for any changes or disruptions of these services beyond their control.

4.12 TELEPHONE USE. Telephone services may be arranged at the cost of a Tenant who wishes to do so.

4.13 SMALL APPLIANCES. All small appliances are permitted. It is recommended that all small appliances are equipped with an automatic shut off and are CSA or UL approved. Indoor barbeques or open flame devices are prohibited.

4.14 NO MOVING OF SUPPLIED FURNISHINGS. All furnishings and equipment supplied with the Room shall remain in the Room for the duration of the Term. All furnishings, if rearranged, must be returned to their original position found at the commencement of the Term. No common area furniture is to be moved into the Tenant's bedroom.

4.15 NO REMOVAL OR SUBSTITUTION. The Tenant may not remove, alter or change any property in the Room which is provided on occupancy or at any other time during the Term, including and not limited to; furnishings, fixtures, equipment, television sets, appliances, window screens, floor coverings and linens. The Tenant shall use all such items only for their intended purpose.

4.16 NO RENOVATION OR INSTALLATION. The alteration or renovation of the Residence facilities, furniture, fixtures, or equipment supplied in the Room is not permitted. The lock(s) provided are the only locks to be used to secure the door to the Room. No other locks may be installed by the Tenant and the Tenant may not change the keying of the lock(s) which are provided. Unauthorized changes to temperature settings or duct or diffuser settings in the Room, and any attempt to make changes to the heating system in the Room are prohibited. The Tenant may not install any electrical equipment which will overload the capacity of a circuit. Altering or otherwise tampering with electrical systems is prohibited. The Tenant may not install furnishings or equipment of any kind (including and not limited to; shelving, light fixtures, audio or visual equipment, satellite dishes and radio or television antenna(e), without the prior written consent of the Manager. If any such furnishing or equipment is installed without the Manager's consent, the Tenant will immediately remove it after notice from the Manager, failing which the Manager may remove the furnishing or equipment at the expense of the Tenant without further notice and without liability to the Tenant for any damage to the furnishing or equipment so removed. The Tenant is responsible to pay the costs of repairing all damage to the Room or Residence caused by the installation and removal of any furnishing or equipment installed by the Tenant, whether installed with or without the Manager's consent. The Tenant also is liable for any damage to property of others and for any injury to or death of any person caused by the installation, existence or removal of any furnishing or equipment installed by the Resident, whether installed with or without the Manager's consent.

4.17 DECORATIONS. Spikes, hooks, screws, tacks or nails or any permanent adhesion type tape shall not be put into or on the walls or woodwork, ceilings, furnishings, doors or windows of any part of the Residence. Tenants may not decorate the outside of their room door unless for special occasions approved by the Manager. Strings of indoor lights should not be in direct contact with any flammable materials and should not be left on while the room is unattended.

4.18 WINDOWS; DOORS; GLASS; WINDOW COVERINGS. Only supplied window coverings may be used and the Tenant may not obstruct any window or skylight in the Residence. Nothing whatsoever may be written on window glass nor may any material (including signs), be affixed to window glass, window or doorframes or either side of doors, nor shall any object be placed in window openings or on window sills or ledges. These restrictions apply to the Room and, as applicable, to the common areas of the Residence.

4.19 PARKING. Tenants must park vehicles in designated spaces only, as allotted by the Manager. The Tenant shall affix to each vehicle's windshield such decal, label or other distinguishing marker as the Manager directs for identification. Tenants parking cars or other motor vehicles in unauthorized areas without the payment of fees, without a formal written agreement or should any vehicle remain in the allotted parking space or area for such a period of time that the Landlord believes that the vehicle has been abandoned may be charged with trespassing and, in addition, the vehicle may be ticketed and/or towed at the Tenant's expense without notice and without any liability by the Manager or the Landlord for damages of any kind. Tenants may not bring onto the Residence property any unlicensed or uninsured motor vehicle. If any vehicle become uninsured or has its license expire while parked on the Residence property, it must be removed by the Tenant, failing which, after notice, the Manager may remove the vehicle at the Tenant's expense, without any liability by the Manager, or the Landlord for damages of any kind. A \$25.00 replacement fee will be charged for lost or stolen parking tags.

4.20 WINTER PARKING / SNOW MANAGEMENT. No parked vehicle is to impede or prohibit snow removal. The Tenant must have regard for weather conditions which may give rise to the Tenant's vehicle becoming an impediment to snow management operations and, at the time of such conditions, must move the vehicle as required by Residence policy. If the Tenant has not moved the vehicle and if the vehicle is found to be an impediment, the Manager will attempt to contact the Tenant to move the vehicle. If the Tenant cannot be contacted in a timely manner, the Manager, or Landlord may relocate or remove the vehicle at the Tenant's expense without any liability by the Landlord or the Manager for damages of any kind.

4.21 BICYCLES. Bicycles must be stored or kept only in such locations that may be designated by the Manager. Bicycles and their contents, if any, are brought onto the Residence property at the sole risk of the owner.

4.22 LAUNDRY. Laundry is only to be done during the times and in the location specified by the Manager. Laundry machines, dryers and the like are not to be installed or used within the Room.

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## 5. Role of the Guarantor

5.01 LIABILITY OF GUARANTOR. The Guarantor, in executing this Agreement, covenants with the Manager and the Landlord that the Guarantor is and shall be jointly and severally bound and liable with the Tenant for the payment of all amounts payable by the Tenant under this Agreement and for all obligations of the Tenant under this Agreement. In enforcing its rights hereunder, each of the Manager and the Landlord may proceed against the Guarantor as though the Guarantor were the Tenant named in the Agreement. Neither the landlord nor the Manager is bound to exhaust its remedies against the Tenant before making a demand on or pursuing its remedies against the Guarantor.

5.02 CONSENT TO CONTACT GUARANTOR. In most circumstances, Tenants will be treated without reference to parents, guardians or Guarantors; however, the Manager or the Landlord may contact the Guarantor at any time and for any purpose, including, without limitation, to advise the Guarantor (i) of any accident or injury to the Tenant, (ii) of any default by the Tenant under this Agreement, or (iii) of any situation where the Tenant may cause harm to himself or herself or to another, or (iv) if the Tenant is issued an Eviction by the Manager. The Manager or the Landlord may disclose the Tenant's personal information in such communications, and the Tenant hereby consents to this disclosure.

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## 6. Freedom of Information

6.01 FREEDOM OF INFORMATION. The Tenant, hereby authorizes Ontario Student Residence Corporation and its representatives, to freely exchange information pertaining to Tenancy at Severn Court with the Guarantor of this Tenancy Agreement; staff of Sir Sandford Fleming College; Credit Reporting Agencies; Law Enforcement Agencies; or to any person whom the undersigned has or proposes to have financial relations.

6.02 ACTIVITY WAIVER. On an on-going basis, the Manager and/or the Residence Life Staff arranges a number of social, sporting and other activities for the Tenants of the Residence, both in the Residence building and at other off-campus locations (individually, an "Activity" and collectively, the "Activities"). Activities may have inherent risks associated with participation in them. Participation in all Activities is completely voluntary and the Tenant may elect not to participate in any Activity. The Tenant specifically acknowledges that in the event that the Tenant elects to participate in any Activity, (i) the Tenant is warned that participation in the Activity may involve certain inherent risks, including, without limitation, risks of physical injury, (ii) the Tenant has voluntarily elected to participate in the Activity notwithstanding those risks. The Tenant acknowledges and assumes all risks of personal injury and all other hazards (i) arising from or related in any way to participation in an Activity, (ii) arising or resulting from any cause whatsoever (including risks inherent in the Activity and negligence), and (iii) whether occurring prior to, during or after the Activity and the Tenant agrees that the Landlord and the Manager and each of their respective officers, directors, shareholders, employees and agents (as applicable) are expressly released and forever discharged by the Tenant from all claims of any nature or kind whatsoever (i) arising from or relating to the Tenant's participation in an Activity, (ii) arising or resulting from any cause whatsoever (including risks inherent in the Activity and negligence), and (iii) whether occurring prior to, during or after the Activity.

6.03 PHOTOGRAPH WAIVER. The Tenant grants permission to the Landlord and/or the Manager to use photographs or videotapes taken of the Tenant in or about the Residence for use (i) in advertising, direct mail, brochures, newsletters and magazines relating to the Landlord, the Manager or the Residence, (ii) in electronic versions of the same publications or on web sites or other electronic form or media relating to the Landlord, the Manager or the Residence, and (iii) on display boards within the Residence, all without notification. The Tenant waives any right to inspect or approve any finished photograph or videotape or any electronic matter that may be used in conjunction with a photograph or videotape now or in the future and waives any right to royalties or other compensation arising from or related to the use of any such photograph, videotape or electronic matter.

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## 7. Rules and Regulations

**7.01 RULES AND REGULATIONS.** Each of the Manager(s) and/or the Landlord may amend the Rules from time to time and may post the amended Rules in the Residence. All such amendments are deemed to be incorporated in the Rules and the Tenants and the Tenant's visitors must observe the amended Rules after they are posted.

**7.02 DIRECTION FROM STAFF.** Tenants commit themselves to respect the rights of others. Tenants must comply with the direction and instruction given by the Manager and all other staff members.

**7.03 VISITORS.** The Tenant shall ensure that visitors abide by the Rules (within the Tenancy Agreement). Any visitor in violation of a Rule may have their visiting privileges terminated immediately; (i) each visitor shall comply with the terms of this Agreement and the Rules, (ii) the Manager, in its sole and unfettered discretion, may refuse entry to any proposed visitor, (iii) the Manager may limit the number of visitors that the Resident may have in the Residence at any given time, and; (iv) all Tenants and their properly registered visitor's activities should not in any way interfere with the rights of a roommate or other Tenant to privacy, access, sleep or study at any time or anywhere within the Residence.

**7.04 TENANT'S LIABILITY FOR VISITORS.** Until the Tenant's visitor(s) leave the Residence (including the lands on which the Residence is situated), the Tenant is responsible and liable for, and shall indemnify the Manager and the landlord from any and all claims, losses or damages arising from all acts and omissions of the visitor(s) (including damage to property or injury to or death of others arising from any act or omission of the visitor(s) and for any damage to property of or injury to or death of the visitor(s).

**7.05 GARBAGE AND REFUSE.** All garbage and refuse is to be put in strong plastic bags in a receptacle within the Room and is to be removed from the Room on a regular basis, by a route and to a location specified by the Manager. During removal, care must be taken not to spill, drip or otherwise cause a mess in or around the Residence as the Tenant is responsible for any additional cleaning required as a result of improper disposal of garbage. Empty bottles, cans or containers are not to accumulate in the Room in any quantity, failing which the Manager may have them removed in any manner the Manager sees fit and the Tenant and any other occupant of the Room shall pay the disposal fee set by the Manager. Tenants may not leave garbage in the hallways/stairwells.

**7.06 PETS.** No pets, animals, reptiles, fish, birds, or the like are allowed in the Room or in the Residence. If any pets, animals, reptiles, fish, birds or the like are found in the Room or Residence, the Tenant will be asked to remove the pets, animals, reptiles, fish, birds or the like within 24 hours.

**7.07 FIRE PREVENTION, SAFETY AND EMERGENCY SITUATIONS.** The Tenant shall not do or permit anything to be done in the Room, or bring or keep anything into the Room, which in any way will increase the risk of fire or conflict with local fire codes or building codes. This includes the burning of candles, incense sticks, the use of lava lamps and the overcrowding of the Room. The Tenant shall not do anything that conflicts with any of the rules and ordinances of the local Board of Health or any municipal by-laws. Should the Manager be informed or have reasonable grounds to believe that an emergency situation exists within the Tenant's Room; the Manager may enter the Room with verbal warning.

**7.08 FIRE PREVENTION - ALARMS, ETC.** Room doors are not at any time to be propped open, latched open, or in any way is the locking mechanism to be restricted from latching properly. Fire exits are to be used only in emergencies. Tenants or their visitors found tampering with fire safety equipment will be subject to immediate fine, possible criminal prosecution, or such other disciplinary action by the Manager or the local Fire Marshall. This includes and is not limited to, covering or removing smoke and/or heat detectors, tampering with fire extinguishers, or pull stations within the Room and/or Stairwells. All Tenants (including the Tenant) may be held financially responsible in common with each other or individually, for any costs associated with false alarms, including and not limited to any amount charged by the Fire Department, damages, and related labour costs. When taking occupancy of the Room, each Tenant will be required to verify and sign-off that the smoke detector(s) in their Room is in good working order. Smoke detectors will be inspected on a regular basis during normally scheduled Monthly maintenance visits.

**7.09 NOISE.** Noise of any kind which may disturb the enjoyment or comfort of any other Tenant of the Residence is not permitted at any time. Noise includes and is not limited to; the playing of musical instruments, radios and other sound or stereo equipment, televisions, computers and the sounds and noise of having "parties" in the room or any common area (whether orderly or otherwise). Portable stereo equipment will be allowed only if headphones are used, confining the sound to one listener only. Large and loud noise producing devices such as subwoofers and PA systems are prohibited from the Residence. In case of a violation of this rule, the Manager may ask the Tenant to remove the offending equipment from the Residence immediately.

**7.10 SMOKING POLICY.** Smoking is not permitted anywhere in the Residence or on or about the lands on which the Residence is situated, this includes e-cigarette's and/or vaporizers, except as permitted by municipal by-law. If you are found smoking in your suite, you will be subject to a minimum \$250.00 cleaning fee.

**7.11 ALCOHOL USE.** Alcohol may only be consumed by Tenants and their visitors who have attained the minimum legal age under applicable provincial law and shall be consumed only in those areas of the Residence designated by the Landlord or the Manager. The Tenant accepts full financial responsibility for any damage caused by themselves or their visitors resulting from the use of alcohol anywhere in the Room or in the Residence. Items or products which promote, or are conducive, to excessive drinking and/or drinking games such as kegs, mini kegs, and beer funnels are also prohibited from entering the Residence. As the safety of the Tenant and the Residence community is paramount, the illegal use or abuse of alcohol may lead to sanctions. No open alcohol is allowed be carried or consumed outside of a Tenant's Room.

**7.12 HARASSMENT/VIOLENCE.** The Tenant shall not engage in any verbal or physical harassment of any kind (as defined in the applicable provincial Human Rights Code) of any other Tenant of the Residence, any visitor to the Residence, any staff or management of the Residence or any other person, including, and not limited to, sexual harassment or harassment based on race, colour, religion, citizenship, gender, age, and disability of whatever kind, medical condition, marital status, family status or sexual orientation. Physical Harassment also includes fighting. In addition, any such harassment also may constitute an actionable contravention of applicable law.

7.13 WEAPONS. No Tenant or visitor while on the property of the Residence shall store or carry a weapon. A weapon is defined as a fabricated device that is designed for the purpose to injure, kill, or resemble another weapon. Examples of weapons include and are not limited to; handguns, rifles, air guns, pellet guns, paintball guns, BB guns, crossbows, swords, hunting knives, fishing knives, martial arts weapons, brass knuckles, replica weapons, explosives, fireworks, or any other prohibited device as defined in the Criminal Code of Canada. Tenants found in possession of a weapon(s) will be reported to the local police service.

7.14 ILLEGAL ACTIVITIES. While in the Residence, the Tenant and the Tenant's visitor(s) shall not use, consume nor permit to be used or consumed any illegal, controlled, or banned narcotics or substances, or engage in or permit to be engaged in any illegal activity of any kind anywhere in the Residence. Furthermore, common drug paraphernalia which may include bongs, pipes, and other devices commonly related to the consumption of illegal substances are not permitted in Residence.

7.15 USE OF HALLS, CORRIDORS, STAIRWELLS. The sidewalks, halls, entry passages and stairwells of the Residence shall not be obstructed or used for any purpose other than for the ingress and egress to and from Rooms. Tenants may not congregate, smoke or consume any food or beverages in the corridors at any time. The Tenant agrees not to transport any open alcohol or any beverage through the corridors/stairwells. Grocery carts, bicycles, roller blades and skateboards are not be used anywhere within the Residence.

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## 8. Termination and Cancellation

8.01 TERMINATION BY THE MANAGER. This agreement may be terminated by the Manager applying to the board for the following reasons:

- Non-payment of rent
- Committing an illegal act or carrying on an illegal business causing undue damage, causing wilful damage, interfering with the reasonable enjoyment of the Residence of the landlord or other Tenants
- Impairing the safety of any person
- Permitting overcrowding contrary to health, safety, or housing standards required by law.
- Demolition of the building
- Renovations or repairs that require vacant possession and a building permit.
- Persistent late payment of rent
- Previous board order allowing the landlord to terminate if the Tenant did not meet specified conditions
- Abandonment of rental unit
- Unauthorized transfer of possession
- Over holding by subtenant after end of subtenancy
- Agreement to terminate

8.02 TERMINATION OF TENANCY BY THE TENANT. If a Tenant would like to terminate their lease before the end of their Tenancy Agreement the Tenant must have the agreement of the Manager or Landlord. If the Manager or Landlord do not agree to terminate the Tenancy early the Tenant can apply to the Board for an order ending the Tenancy Agreement early if the landlord has not met their obligations under the Act. For more information please refer to the Landlord and Tenant Board website at [www.LTB.gov.on.ca](http://www.LTB.gov.on.ca). Financial requirements will apply.

8.03 CANCELLATION BY THE TENANT. If the Tenant wishes to terminate this Agreement prior to moving in to Residence, the Tenant must notify the Manager in writing by mail or fax. The first and last month rent deposits are NON-REFUNDABLE once all paperwork (Application – Offer to lease, Tenant Information Form and Tenancy Agreement) has been accepted by Ontario Student Residence Corporation. **Tenants will remain financially responsible for all additional rental payments due until the end of the rental term period or until such time as a new Tenant is found to take occupancy of the room, whichever comes first.** It is the responsibility of the tenant to find a suitable tenant to take occupancy of the room. Please note that the Residence operates independently from the Institution and if the Resident cancels their application or enrolment at the Institution, they will also need to cancel their Residence application. Any refunds applicable will be issued by the Manager as detailed in SECTION 8.05.

8.04 SUBLETTING OR ASSIGNMENT. The Tenant can request the Landlord or the Manager's permission to Sublet and/or Assign the Room to another specific person. All approvals are subject to the Manager's discretion. There is a \$100.00 administration fee for all approved sublets and/or assignments.

8.05 REFUND PROCEDURES. If at any time a Tenant is entitled to a refund, the refund will be issued in the form of a cheque and mailed to the Tenant's address on file. The process may take up to 8 weeks.

8.06 BINDING EFFECT. Each reference in this Agreement to the Manager, the Landlord, the Tenant and the Guarantor includes their respective heirs, estate trustees, legal representatives, successors and assigns, as applicable.

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**INSTRUCTIONS**

The Tenant must complete SECTION A and ensure that a Guarantor completes SECTION B. This document is a legal contract. It cannot be marked or altered. Any such changes will render it void. Please fully complete this form using blue or black ink.

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**A. THE TENANT MUST FILL OUT THE FOLLOWING INFORMATION: (PERMANENT HOME ADDRESS)**

FIRST NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
LAST NAME \_\_\_\_\_ CELL PHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_ PROGRAM \_\_\_\_\_  
ADDRESS (NO. AND STREET) \_\_\_\_\_ STUDENT NO. \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_  
PROVINCE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

The tenant acknowledges that they have read, understand and will comply with all sections of this Agreement.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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**B. THE GUARANTOR MUST FILL OUT THE FOLLOWING INFORMATION:**

NAME OF GUARANTOR \_\_\_\_\_ EMAIL \_\_\_\_\_  
PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_  
ADDRESS (NO. AND STREET) \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ PROV \_\_\_\_\_  
POSTAL CODE \_\_\_\_\_ RELATIONSHIP TO TENANT \_\_\_\_\_  
EMPLOYER NAME \_\_\_\_\_ DATED AT (CITY) \_\_\_\_\_  
EMPLOYER PHONE \_\_\_\_\_ (DAY) \_\_\_\_\_ (MONTH) \_\_\_\_\_ (YEAR) \_\_\_\_\_  
EMPLOYER ADDRESS \_\_\_\_\_ GUARANTOR SIGNATURE \_\_\_\_\_  
CITY \_\_\_\_\_ WITNESS \_\_\_\_\_  
PROVINCE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

NOTE: The witness cannot be the tenant , guarantor, or the staff.

By filling out the information above, and executing this Agreement, the Guarantor consents to the Manager making inquiries of the Guarantor's employer and of credit reporting agencies, as the Manager deems necessary, and also consents to the use of the information for the purpose of collecting any monies owed to the Manager under this Agreement upon its expiry.

NOTE: All refunds are subject to the property's current published refund policies, and will be issued from our corporate office in the form of a cheque.

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**FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

The principal purpose of the collection is to administer this Agreement and payment obligations arising under this Agreement. Questions about this collection may be directed to Residence Manager, 555 Wilfred Drive, Suite 110, Peterborough, ON, K9K 1W1, 705-740-0909.

Office use only Accepted by the Manager, Campus Living Centres, Inc. SIGNATURE OF RESIDENCE MANAGER _____ DATE _____
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## INTERNET POLICIES & PROCEDURES

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All internet users must adhere to the following to ensure continued and uninterrupted service; this includes anyone who may be using your computer while connected to the Internet at Severn Court.

### 1) COMPUTER CONNECTION REQUIREMENTS

- The WLAN connection is of the type 802.11B, 802.11G, 802.11N. Therefore, to connect to WLAN the student's computer must have a Wireless PC Card of this type fully and correctly installed. The computer and Wireless PC card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Wireless Internet access is subject to minimum systems requirements. The computer system must have a functional operating system and have sufficient memory available. Any conflicts between the software compatibility of the wireless network and the tenant's computer operating system or any other feature will be the responsibility of the tenant to resolve. Management will not be responsible for software issues related to the user's personal computer.
- The use of other Internet connectivity tools, including but not limited to cables, bridges, routers, hubs, etc. are strictly prohibited. The use of any such devices will be disconnected and confiscated immediately upon detection and without further notice. Ontario Student Residence Corporation reserves the right to "spot check" all hardware and its connections to maintain the integrity of the network.
- Tampering – Ontario Student Residence Corporation Internet services, equipment wiring and/or jacks may not be tampered with or modified.
- Hosting Services – Ontario Student Residence Corporation Internet users shall not setup, host or maintain "server" type services. This includes but is not limited to www, ftp, Novell or NT servers.

### 2) NETWORK USE

- Network utilities or applications that inhibit or interfere with the use of the Internet by others are not permitted. This includes but is not limited to file sharing applications, network game servers, or any other software/hardware using excessive consumption of bandwidth. Ontario Student Residence Corporation has the right to monitor network bandwidth consumption at any time and to limit or prohibit excessive bandwidth consumption. Additional security measures must be taken when using the wireless Internet technology. All users are advised against transmitting personal information (eg: SIN, banking information, etc.) unless a secure LAN line transmission exists. Please note you will be held responsible for the actions of any users that log on to your computer.

### 3) PERFORMANCE LEVELS

- Many factors affect the speed of access to the Ontario Student Residence Corporation "Standards" Internet Services. Ontario Student Residence Corporation Internet users are not guaranteed the maximum service performance (throughput speed) levels but every reasonable effort will be made to ensure the highest possible quality of service is delivered. Internet users understand that any content that they may access through the Ontario Student Residence Corporation Network may be subjected to "caching". Simultaneous use of bandwidth applications (eg: streaming media) by multiple users may result in a user experience that is slower when compared to a single user.

### 4) COPYRIGHTED MATERIAL & PRIVACY

- The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized. Sharing access to copyrighted material (including but not limited to MP3 files from copyrighted music media and digitized video from copyrighted motion pictures, etc.) on the network is prohibited. Be advised that management will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or suite where access of the Internet services were obtained.
- Service Outages – Every reasonable effort will be made to ensure high availability of the Internet services to the Internet user. Service outages for routine maintenance, equipment failures or emergency servicing will happen over the course of the year. Every effort will be made to provide a minimum of 24 hours notice of planned outages.
- Liability – All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. Ontario Student Residence Corporation strives to provide the highest degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

**5) CONSEQUENCES**

- Students who violate these Policies and Procedures are subject to disciplinary action by Ontario Student Residence Corporation. Consequences for such actions may include but are not limited to:

- 1) Suspension or revocation of Internet privileges to the individual or suite in which these services are provided.
- 2) Referral to law enforcement officials.
- 3) Disciplinary probation.

Management reserves the right, at its sole discretion, to discontinue the provisions of access to the Internet service provided by them without any further notice. No rent abatement will be given as Internet access is provided at no charge. This document is considered a "living" document and is subject to necessary changes without prior notification. Users will be informed of policy changes as they occur.

I, \_\_\_\_\_ understand and will abide by the policies and procedures of the Ontario Student Residence Corporation Internet. I also understand the consequences if I, or any other user on my computer, does not adhere to these policies and procedures.

\_\_\_\_\_  
SIGNATURE OF TENANT

\_\_\_\_\_  
DATE