

**RULES &  
REGULATIONS**

**2017-2018**

# RESIDENCES

*These rules and regulations form an integral part of the lease you have signed.*

**Any person (tenant, visitor or guest) in the residence buildings, whether in the studios or common areas, must respect these regulations. Any person whose behaviour contravenes these regulations is subject to the sanctions stipulated in section 9.**

## 1. INTRODUCTION

### RESIDENCES

Every tenant in the residence has the right to enjoy an environment that is conducive to study and rest. All tenants must therefore adapt their conduct so as to ensure the well-being of fellow tenants and abide by the rules and regulations in effect.

The administrative offices of Residence Services are located at 2350 Édouard-Montpetit Boulevard (7<sup>th</sup> floor) and are open from 8:30 a.m. to 4:30 p.m., Monday to Friday; in the summer, office hours are from 1 to 4 p.m. Our offices are closed on statutory holidays.

## 2. LEASE

**2.1** Only students enrolled at Université de Montréal or one of its affiliated Schools and taking a full-time course load have the right to occupy residence studios and to use the common areas, under the conditions described in the lease and these rules and regulations. Residence Services may verify the academic status of its tenants at any time with the institution they are attending.

**2.2** Students renting a studio at the residences shall complete and sign, in person or digitally, a rental application and attach a recent photograph of themselves. The photograph will be used for administrative purposes and to identify the tenant.

**2.3** Any payment made by a tenant by means of a cheque that cannot be cashed by Residence Services, whether due to insufficient funds or another reason, must be made again, in cash, within five (5) days following the date of the notice to this effect from Residence Services to the tenant; in addition, the tenant must pay an administration fee of twenty-five dollars (\$25) per cheque that has been refused.

**2.4** Bank transfers are not accepted.

## 3. RENTED PREMISES AND COMMON AREAS

**3.1** A tenant who becomes aware of damage to or a malfunction in the leased studio, furniture or other furnishings, or in the common areas shall inform Residence Services (Civil Code of Québec, Section 1866). Upon taking possession of the premises, the tenant shall report any visible damage or want of repair by filling out and electronically returning the repair request form ("*Demande de réparation*") sent to them by email upon their arrival.

**3.2** The tenant will be held responsible for any damage he or she causes to the leased premises, common areas, furniture or other furnishings, or to any other property belonging to the University or other tenants. The tenant will be required to reimburse Residence Services or the tenant who suffered the damage for the repairs made. In addition, any intentional act causing damage will lead to an immediate request to the Régie du Logement (Quebec Rental Board) to terminate the lease of the tenant responsible for the act and to evict him or her from the rented studio. Throwing objects, including paper, from the residences onto University grounds is considered such an act.

**3.3** Residence Services and Université de Montréal are not responsible for the loss, theft or destruction of belongings brought into, placed or left in a studio, common area or public area of the residences by a tenant or any other person.

**3.4** The tenant must purchase and maintain, for the duration of his or her occupancy, private insurance with property and liability coverage. The tenant is responsible for the deductible.

**3.5** It is forbidden to try unblocking sinks using drain products (e.g. Drano). It is also forbidden to use extermination products (e.g. Raid) to get rid of undesirable insects. This will simply cause the insects to flee to another studio, increasing the risk of them returning. Tenants experiencing such problems must notify Residence Services immediately; the latter will act promptly to resolve the issue.

**3.6** The tenant shall take proper care of the studio, furniture and other furnishings made available to him or her by Residence Services, both in his/her studio and in the common areas. The tenant may not remove or alter (including perforations) the furniture or accessories in his/her studio or in the common areas without prior authorization from Residence Services. Upon leaving, the tenant is responsible for ensuring that all furnishings are returned to their original place in the studio.

**3.7** The tenant shall hand back the studio in the condition in which it was received, except for fair wear and tear (CCQ, Section 1890). It is therefore forbidden to cover, paint or perforate studio walls and surfaces.

**3.8** Cleaning fees will be charged to the tenant if the studio is left in an unsanitary condition when the tenant leaves the premises.

**3.9** Hallways, stairwells and exterior window ledges must be kept clear at all times (installation of air conditioners is not permitted). No objects may be left in these locations, as stipulated by Fire Department regulations. Also according to these regulations, fire doors must remain closed at all times, and the self-latching device installed on each studio door must always be operational. Any objects left by the tenant in unauthorized locations will be removed.

**3.10** Use of a microwave oven is recommended instead of hot plates.

**3.11** To prevent electric overload, only the refrigerator included in the studio is authorized.

**3.12** Tenants may ask for the assistance of the security guard or a staff member to open their studio door. However, the second and subsequent time(s) this occurs, the tenant will be charged twenty dollars (\$20).

**3.13** A \$145 fee to replace the lock cylinder will be charged to any tenant who has lost or not returned both keys as well as the magnetic card for the studio.

#### **4. TERMINATION OF LEASE**

**4.1** Tenants may terminate their lease without penalty providing they complete the appropriate form at least 45 days before their date of departure. In the absence of such notice, tenants must pay for each day not covered by such advance notice, calculated on a prorated basis of the monthly rent, except for the months of December and April which must be paid in full. A notice form is available to tenants at the reception desk of Residence Services.

**4.2** If a tenant has submitted a rental application but has not yet occupied the premises, and the tenant has been refused admission to Université de Montréal or an affiliated school, then the tenant will not have to pay any rent on condition, however, that he or she provide written proof of the refusal of admission within 10 working days of receiving the refusal.

**4.3** The lease of a tenant who is no longer enrolled or who ends his or her full-time studies at Université de Montréal or its affiliated schools is terminated by operation of law (CCQ, Section 1983). The tenant must inform Residence Services at least one (1) month before his or her departure.

**4.4** The lease of a tenant who ceases to be a full-time student but who continues to study part-time will have his or her lease terminated by the educational institution (CCQ, Section 1982). The tenant and Residence Services shall agree upon the tenant's date of departure at least one (1) month in advance.

**4.5** Residence Services reserves the right to claim damages/interest if, in the cases provided for in sections 4.3 and 4.4, the tenant continues to occupy the premises without authorization.

**4.6** In all cases, when a lease ends, the tenant is required to:

**a)** pay the rent due up to the date of the end of the lease as well as, if applicable, any amounts owed for the use of services and for returning the premises to their original condition;

**b)** remove all of his or her personal effects. If the tenant neglects to do this, Residence Services, in accordance with section 1978 of the CCQ, will dispose of them after 60 days in the manner provided for in section 945 of the CCQ.

**4.7** Studios located in the Pavillon Thérèse-Casgrain (2450 Édouard-Montpetit), the Annex at 2442 Édouard-Montpetit, or the East Tower (14<sup>th</sup> to 19<sup>th</sup> floor) of 2350 Édouard-Montpetit may not be rented or occupied by a student after May 1 of each year, unless specific authorization to this effect has been given (e.g. for exams). Studios with double beds, suites with a bathroom and adapted rooms (occupied by a person with a disability) are not affected by this clause.

## **5. SERVICES OFFERED**

**5.1** The cost of Internet service is included in the rental price. Upon signing the lease, the tenant agrees to respect the Internet usage protocol of Université de Montréal's Residence Services. Visit [www.residences.umontreal.ca](http://www.residences.umontreal.ca) under the headings "Tarification" (fee structure) and "Règlements" (rules and regulations) to see the Internet usage policy ("*Protocole sur l'utilisation d'Internet*"). These clauses are part of the rules and regulations and the lease.

**5.2** A telephone service (including voicemail) is offered to all tenants. At no time may the telephones provided be unplugged (emergency messages).

**5.3** Mail is received at the reception desk and placed in the postal boxes every day. Mail or packages received by express courier will be delivered to the intended recipient's studio. Residence Services will not be held responsible for any errors, losses, theft or other damages related to mail or packages.

**5.4** Tenants may have access to a storage area upon request from Monday to Friday between 4:30 and 10 p.m. However, the lessor (landlord) will not be held responsible for losses or theft. Residents are allowed a maximum of three (3) boxes. The storage period may not exceed the end of the lease. Once the storage period has expired, the lessor reserves the right to dispose of the items after 60 days (see section 4.6 b).

## **6. POSTING**

**6.1** Tenants must read the notices posted by Residence Services on the bulletin boards provided for this purpose on each floor or sent to them by email.

**6.2** All posters must be put up with adhesive putty (preferably white).

## **7. PREVENTION AND SAFETY**

**7.1** Any tenant who triggers a fire alarm or who uses the fire extinguishers for purposes other than an emergency will be held responsible for damages and other costs incurred. In addition, an application will be made to the Régie du Logement to terminate the tenant's lease and to evict the tenant from the premises.

**7.2** Any attempt to alter, tamper with or prevent the proper operation of the surveillance cameras, smoke detectors, fire alarm systems, or any other safety and security equipment or devices in the residences is subject to sanctions according to applicable laws and the Residence Rules & Regulations. The tenant shall test the smoke detector in his or her studio upon arrival and on a regular basis by pushing the TEST button for a few seconds to hear the auditory signal.

**7.3** An application to terminate the lease will be made to the Régie du Logement immediately in the case of any tenant found in possession of explosives, pyrotechnics or any type of weapon.

## **8. SOCIAL LIFE**

**8.1** Tenants may not keep any animals, even temporarily, in their studio nor in the common areas, with the exception of service dogs for the blind.

**8.2** Tenants are responsible for their visitors. The tenant agrees to ensure that his or her visitors respect the Residence Rules & Regulations. Visitors must adhere to all rules and regulations in effect in the residences and on the campus; failure to do so may result in the Residence Administration or a safety and security

department officer asking the visitor to leave the premises immediately. Any person in the residences must identify themselves upon request by a residence staff member, security guard, or safety and security officer.

**8.3** Responsible consumption of alcohol is permitted exclusively in the studios, kitchens, floor lounges and in room 5262 of 2350 Édouard-Montpetit (in accordance with the provisions stipulated in section 8.6). It is forbidden to be intoxicated, to show disorderly conduct or to disturb the peace in the residences.

**8.4** Tenants shall respect the peace and tranquility of the residences at all times by avoiding noise or behaviours that could disturb the well-being of the other tenants, visitors or employees in the residences.

**8.5** More specifically, no noise that might affect other residents is permitted after 11 p.m. In addition, when a tenant organizes a social activity (party), this activity can only be held on a Thursday, Friday, Saturday or Sunday, and must end by 11 p.m. latest.

**8.6** A room (5262) is available for the exclusive use of tenants who wish to hold events. The room can be reserved in advance by communicating with a residence agent at 514-343-6532, extension 8990. The tenant will be required to familiarize himself/herself with the rules governing use of this room and to sign a form to this effect.

**8.7** Smoking inside the residences is forbidden, as stipulated by Québec law. **Smoking inside the studios is forbidden.**

**8.8** Drug use and drug possession are forbidden on all premises.

**8.9** Neither the studio nor the common areas can be used for commercial purposes (retail service). Moreover, no forms of solicitation, commercial or other (e.g. going door-to-door, setting up a booth, etc.), are authorized, whether for profit or not.

**8.10** Decorations for Valentine's Day, Easter and Halloween may be installed in the floor lounges two (2) weeks before the date of the celebration and removed the week after. Christmas decorations may be installed starting mid-November and removed the second week of January. When affixing decorations to a surface, care must be taken to protect the surface finish (e.g. use of white adhesive putty).

## **9. INFRINGEMENT AND SANCTIONS**

These Residence Rules & Regulations form part of the lease. Failure of a tenant to fulfil the obligations stipulated in the lease, *Civil Code of Québec* and applicable legislation, or failure of a tenant to comply with the Residence Rules & Regulations may lead to the following consequences:

- a) A written warning outlining the facts surrounding the offence and the legal or contractual provisions that have been contravened;
- b) An application to the Régie du Logement to penalize this infraction and to order, if applicable, termination of the lease and eviction from the residence (CCQ, Section 1863);
- c) In addition, any infraction of the University's policy on student conduct ("*Règlement disciplinaire concernant les étudiants*") committed in the residences by a student of Université de Montréal may lead to the filing of a complaint to the student disciplinary committee and penalties that can go as far as expulsion from the University.

*Residence Services reserves the right to modify these rules and regulations at the time of lease renewal.*