



Handbook

# Queenston Residences HANDBOOK

Welcome to Queenston Residences, St Catharines first affordable luxury student housing, where you can live the student experience with ease. We are very happy that you have chosen to make this your home away from home for your school term. We hope to establish a great relationship with each and every one of you, and are here to help enable you to have a positive educational experience.

Queenston Residences is committed to making our tenants feel like they are our priority. We want your experience to be stress free, and to help enhance your total student experience, one that will last a lifetime! The Resident Handbook will assist you in knowing your responsibilities in order to create a positive living environment for everyone living here.

This type of community is living in close quarters but by being positively involved in it you essentially create a great environment. By understanding, and respecting the rights and interests of others you can create a wonderful, meaningful experience for yourself and others living here. By following this handbook of necessary policies and regulations regarding your housing, you will be guided to maintaining a living experience enjoyable to yourself and your neighbors.

All students living here as a community share ownership by taking active roles in the safety and well-being of everyone here. Being respectful of the condition of the facility, and being proactive if there are violations of the community standards, create well being for everyone living here. Being a good neighbor means looking out for not only yourself but your neighbour too. We are one!

Taking time to read over this handbook is important, and referencing it when you need to, as it is part of your Lease Agreement. You will be responsible for understanding and adhering to its contents. Although every effort has been made to complete this handbook, it is subject to reasonable changes throughout the term of your housing agreement.

If you ever have any questions or concerns that are not addressed in the Handbook, please don't hesitate to contact the office for clarification.

We are here to enhance your upcoming school year experience, and help orientate you into a successful future.

Sincerely,

The Queenston Residences Staff

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# **Building Information**

# Mailing Address & Contact Information

Queenston Residences Email: queenstonresidences@gmail.com

36 Queenston St., Office: 905-641-3633

St. Catharines, ON

L2R 2Y9

# On Call Emergencies

No Heat? No Hot Water? Call Enercare at 1-800-266-3939. Tenant will be required to be present for Enercare to make repairs, not Queenston Residences staff!

For after hours maintenance emergencies call Gabe at 905-401-3604

No Internet? Call Cogeco Business Solutions to Inquiry if there is a problem with the internet: 1-866-264-3262

# Office Hours

Office Hours are generally Monday – Friday 9am-5pm

# Lease Agreement

#### Utilities

All utilities are included in your rent! This includes water, heat/air conditioning, electricity, WiFi, and parking

#### Guarantors'

All leases must have one (1) guarantors' signature, phone number, and email. Anyone renting the large 4 bedroom units must have two (2) guarantors' signature. Leases will not be considered if they do not have a guarantor.

# **Occupancy Limits**

For all leased premises, the occupancy limits are one (1) per bedroom.

Although we don't mind occasional guests, we discourage overnight student guests, and parental guests are prohibited as overnight guests!

### Coed Living

Coed living is allowed within an apartment with all tenants' permission/approval in writing. Please see the office for more information.

# **Assignment & Subletting**

A tenant shall not assign or sublet the premises/leased premises or any part thereof without first obtaining prior written and signed consent of the Landlord, which may be unreasonably withheld. Subletting will require that the Tenant remain liable for all obligations of the assignee/subtenant under this Lease.

If a Tenant wishes to sublet, they must complete a Sublet Agreement and provide a copy to the Landlord. Sublet Agreements can be obtained from the office.

#### *Insurance*

The Tenant acknowledges and agrees that it is the Tenant's responsibility, not the Landlord's, to arrange any insurance in relation to the Tenant's third party liability coverage, and in respect of any personal property stored at the premises. The Landlord will not provide property insurance on any of the Tenant's personal property and the Tenant agrees not to make any claim against the Landlord for any damages however caused.

#### Lease Abandonment

If Tenant fails to take possession, vacates, or abandons the premises/leased premises without having given proper notice to the Landlord, the Landlord may at any time thereafter without notice or demand re-enter and re-let the premises/leased premises to any other persons.

Any furniture or personal effect left behind after Tenant vacates (for any reason) will be considered abandoned. These items may be removed and/or disposed of as Landlord sees fit, and Tenant shall pay for removal/disposal of these items.

#### Notice to Vacate

Your lease agreement is a legally binding contract. If you wish to end your lease at the end of your lease agreement, you must provide a N9 Form in accordance with the Residential Tenancies Act (RTA). <u>Term tenants must provide a sixty (60) day notice using the N9 form (vacate date cannot be earlier than the last day of the term).</u>

If a tenant fails to provide a N9 Form, they will remain financially responsible for the unit until an N9 is received and the 60 days' notice period has passes. N9 Form is included in this handbook. Additional copies may be obtained from the office or through email.

### Tenant's Option to Renew

Provided the Tenant has duly, regularly, and punctually paid the Rent at the Times required under this Lease and has duly, regularly, and punctually performed each and every covenant, proviso, and agreement herein on the part of the Tenant to be paid and performed, he/she shall have an option to renew this Lease for an additional term for a further period of twelve (12) months, the said option to be exercised by delivering written notice of such exercise to the Landlord not later than four(2) months prior to the expiration of the Term, or renewal term, as the case may be. The renewal term of this Lease shall be under the same terms and conditions as those contained here.

# Move In/Move Out

The Resident is required to follow the move in schedule established by the Landlord. Once moved in, Residents should complete the Unit Condition Form and return it to the Landlord immediately. Failure to submit this report will result in the Landlord assuming the lease premises is in perfect condition.

Residents will vacate the premises by 12pm (noon) on the final day of tenancy. The leased premises should be left in clean, undamaged condition with all personal effects and trash removed. Should the Landlord be required to clean the premises as a result to Resident's failure to comply, charges may ensue. Additionally, if Resident's failure to comply delays a new occupant from moving in, the Resident shall be liable for charges associated with the new occupant staying elsewhere in the interim.

# Queenston Residences Policies & Tenant Responsibilities

### Rent Payments

Rent payments are due on or before the 1<sup>st</sup> day of every month. Rent can be paid by e-transfer to <u>queenstonresidences@gmail.com</u> or <u>info@queenstonresidences.com</u>, but you must send along your password! You may also pay by cheque payable to Queenston Residences, money order or cash.

# **NSF** Cheques

Any cheque returned as non-negotiable or NSF shall result in a charge of Two-Hundred Dollars (\$200.00) being immediately due and payable by the Tenant to the Landlord.

#### **Arrears**

Should you go into arrears, your Guarantor will be contacted on the 2<sup>nd</sup> day of the month. If your rent payment is not received by the 5<sup>th</sup> of the month, you may receive a notice from the Landlord and Tenant Board.

#### Alcohol

Alcohol is not permitted in any common spaces including the Hangout room, gym, lobby, hallways, stairways, & elevators.

# Smoking

Smoking is not permitted within the building. Ash trays are provided outside the front & side doors for cigarette disposal.

#### Guests

Tenants are responsible for their own guests' behavior at all times. Guests should always be escorted around public spaces. Residents should gain the permission of all roommates to have an overnight guest, and guests are not permitted to stay more than three (3) consecutive nights.

#### **Animals**

Animals of any kind including pets, visitors' pets, are not allowed within the building perimeter, unless they are a certified service dog.

#### **Prohibited Activities**

All residents and their guests need to be aware of the following prohibited activities on any of the premises.

- Loud or obnoxious conduct
- Disturbing or threating the rights, comfort, safety or convenience of others
- Possessing, selling or manufacturing illegal drugs/controlled substances (including medical marijuana) or illegal drug paraphernalia
- Engaging in threatening violence or any criminal activity
- Possessing, displaying and/or discharging a weapon, including but not limited to a firearm, BB gun, pellet gun, other air powered weapon or knife
- Canvassing or soliciting busies or contributions
- Storing anything having gas and/or electric appliances
- Brining and/or storing hazardous materials
- Using candles or kerosene or gas lamps

# Cleanliness & Garbage

Residents will be responsible for keeping the premises/leased Premises clean to a reasonable housekeeping standard to prevent pests, rodents and odours. If there are damages caused by willful or negligent conduct of the Resident or any visitors, the Resident will be responsible for paying for such damage. Violators will be given a warning and have 48 hours to rectify the problem. If a Resident does not comply, the Landlord will remedy and charge the Resident \$25 for the first offence, \$50 for the second offence for cleaning, plus the cost of extermination.

All garbage should be disposed of in tightly secured bags. Residents should use the proper receptacles, one is garbage, one is recycle, located in the enclosure at the back of the parking lot, when disposing of all garbage. Garbage should not be left outside receptacles, in hallways, stairways, or anywhere other than the appropriate bin.

#### Noise

Noise of any kind which disturbs the comfort of any other occupant of the building shall not be made by any tenant or their guest, including the playing of any musical instrument after 10:00pm.

# **Appliances**

All appliances are provided in the leased Premises. The resident is responsible to ensure that the appliances are kept clean at all times, and that if there is a repair need they contact Queenston Residences immediately. No washer/drying machines are permitted without prior written consent of the Landlord. The Tenant shall not relocate any appliances, and shall not place any stickers or adhesives on the appliances if they are not removable at the end of the term. Together with other tenants in the building, the Tenant shall have access to the use of the washer and dryer situated in the laundry rooms of the building. Machines are coin operated (loonies & quarters only).

# Moving of Furniture

Household furniture and effects shall not be taken or removed from the Premises except at such times and in such manner as are first approved by the Landlord.

#### **Floors**

Floors shall be kept clean by the Tenant at all times, and if necessary, rugs shall be laid thereon to suppress noise that might disturb neighbouring tenants.

#### Walls

The Tenant shall not paint, paper or decorate any part of the Premises. Spikes, hooks, nails, screws, tacks, or duct tape shall not be inserted in the walls, floors, woodwork or appliances of the Premises. The Landlord encourages the use of poster putty and removable hangars on the walls.

#### Windows and Doors

All glass, locks, and trimmings upon the doors and windows of the Premises shall be kept whole, and damaged part thereof immediately replaced or repaired to the satisfaction of the Landlord. Windows shall not be allowed to remain open so as to admit rain or snow or cause injury to the property of

other tenants or to the property of the Landlord. Any existing blinds are the Landlord's property and shall not be replaced without the Landlord's prior written consent.

#### Locks

Additional locks or bolts shall not be placed upon any door of the Premises or to the main entrance area, and the present locks shall not be altered. The Tenant shall NOT provide keys to any other third party, including any subsequent replacement tenant.

#### Water Fixtures

Water shall not be left running unless it is in actual use on the Premises. Any damage resulting to the drains from misuse or from unusual or unreasonable use shall be borne by the tenant to whose apartment the damage is traceable.

#### Electrical installations

The Tenant shall not install on the Premises additional equipment, additional electrical circuits, or additional electrical or other appliances which may overload existing electrical circuits without the written consent of the Landlord.

#### Fire risks

The tenant shall not do or permit anything to be done in the Premises, or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance premium on the building, or on property therein, or which shall obstruct or interfere with the rights of other tenants, or in any way injury or annoy them, or conflict with the laws relating to fires or the regulations of the fire department or with any insurance policy upon the building, or conflict with any of the rules and ordinances by the Board of Health or with any statute or municipal by-laws.

# Entry, passageways and halls

The entry, passageways, halls, laundry rooms, and stairways used in common by the tenants, shall not be obstructed by any of the tenants or used by them for any purpose.

#### **Notices**

Signs, advertisements or notices, or any property of Queenston Residences shall not be inscribed, painted or affixed on any part of the outside or inside of the building.

### Fire Matters

The fire extinguishers shall not be tampered with by the Tenant. The Tenant shall not disconnect or disable the installed smoke/ carbon monoxide detectors and, if there is any indication that the smoke/carbon monoxide detectors are malfunctioning or inoperable, the Tenant shall immediately notify the Landlord. Use of candles is strictly prohibited.

# Maintenance & Repairs

Tenants are required to inform the office of any maintenance issues immediately by completing and submitting a work order. Failure to report items in need of repair could result in financial responsibility for the necessary repairs and/or subsequent damages.

The Tenant covenants with the Landlord to maintain the Premises in good and tenantable repair, fair wear and tear excepted and, at all reasonable times and on Twenty-four (24) hours' notice, to permit the Landlord and/or the Landlord's agents, with or without workmen, and others, and with all necessary equipment, to enter and examine the condition, including the cleanliness of the Premises and appliances and, upon notice by the Landlord, to forthwith repair and/or clean in accordance with any such notice. In the event the Tenant fails to fully comply with such notice, the Landlord reserves the right to arrange for worker/cleaners to attend at the Premises to undertake the necessary work and/or cleaning and the Tenant shall be responsible for all costs associated therewith.

The Tenant agrees to close, and lock where appropriate, all doors, windows and curtains when leaving the Premises unoccupied for any period of time. The Tenant shall be responsible for maintaining the Premises, as well as keeping in good working order all fixtures and fittings in the Premises including appliances. The Tenant shall not injure or remove any shade trees, shrubbery, hedges or any other tree or plant on the property on which the Premises is located.

#### Thermostat Controls

The thermostat on your wall controls your heat and your air conditioner. Enclosed in this handbook is the Thermostat control use instruction.

#### Fumigation & Pest Control

Residents agree to keep the premises in clean and sanitary condition at all times.

Furnishings and personal effects of the Resident brought to the premises are subject to inspection by the Landlord and may require Resident to fumigate some or all of these times. From time to time, inspections may be done by Landlord to determine if fumigation is needed.

If you notice a pest issue, you MUST report it to the office immediately so that we may help to remedy the situation. Residents must also comply with recommendations from the pest control company.

# Health & Safety Inspections and Preventative Maintenance

With reasonable notice (24 – 48 hours), the Landlord has the right to enter the premises/leased premises including the tenants' bedroom, for the purpose of performing a health & safety inspection, do preventative maintenance, or other necessary work. Entry is typically made Monday – Friday during the hours of 10:00am – 4:00pm. Typically, these inspections are made quarterly.

Repairs made that are found to be the responsibility of the Resident, or cleanliness issues noted may (see Cleanliness & Garbage) may be charged to your account.

In cases of emergency, to be determined by the Landlord, the Landlord/and or its' Agents, may enter the leased premises at any time without notice.

# Safety & Security

The premises are monitored 24/7 both interior and exterior by 18 surveillance cameras', and the property is monitored periodically each night by security patrol both outside and inside the building which is reported daily to the office.

Residents should report suspicious behavior to Niagara Regional Police at 905-688-4111 or Crime Stoppers at 1-800-222-8477 immediately. Residents should refrain from allowing anyone that is unknown to them into the building.

This is a close community, so please look out for the safety of other. If you observe any activity of others that is in violation of Queenston Residences lease or policies, please immediately inform the office with a date and time of the offence.

# Key fobs, and Lockouts

Third party use of key fobs is prohibited via your lease agreement with Queenston Residences. In the event of misplaced or lost key fob by the Resident, they are responsible for all cost of lock and or key replacement. To replace a key fob is \$50/key. Payment is to be made through cash or cheque. If a Resident is locked out, a charge of \$40 will charged for the maintenance to come and let a Resident in.

Residents are not permitted to make copies of keys to the premises or to lend their keys to any other person. All keys issued at move-in shall be returned to the Landlord upon tease termination. Residents will be held responsible for the cost of all replacement keys including suite/bedroom keys, and mailbox keys upon move out.

# Fire Hazard & Safety

Enclosed is the Emergency Procedures, Smoke/Carbon Monoxide Alarm Maintenance, & Fire Control and Fire Hazards information provided by the local Fire Prevention Office in St. Catharines. In the event of a fire please immediately call 911.



# Parking

Tenants are to receive one (1) parking pass, and (1) guest parking pass. Your parking pass should be clearly placed on the front dashboard of you & your guests' vehicle. Security monitors our parking lot and will have towed any unauthorized vehicles at the owners' expense. The Landlord is not responsible for damages caused to a vehicle or by a vehicle on the premises.

Vehicles leaking materials, having flat tires, derelict (vehicle that has not been moved for a period of 1 month), uninsured, no up-to-date sticker, or not plated, must be removed from the premises or they will be towed at the owners' expense.

During the winter months and in the event of more than 2" of snow we ask that you park along the fence side, leaving the last 4 parking spots toward the garbage end of the lot in order to deposit the snow. This is so the snow plow driver can cleanly sweep the parking spots along the building.

### Hangout Room

This room is to be used at any time by tenants and their guest. Cable TV is provided, pool table, games & puzzles. You are welcome to use this room for school group projects as well, or any other social or study event you may have. **Alcohol is prohibited in the room.** It is your responsibility to clean up after you and your guests have used the room. Please be respectful of other tenants and their guest also using the room.

#### Workout Room

The Workout Room is also open 24/7 for use. The fob system will lock after you enter and leave on its' own. We ask that you use the towelettes provided to wipe down the equipment after it's used, and place equipment back where you found it.

If you have further questions or concerns about this handbook please contact the office.