

# BYLAWS OF THE SERVICE DES RÉSIDENCES DE L'UNIVERSITÉ LAVAL

## (BY-LAWS OF THE IMMOVABLE)

### THE FOLLOWING FORM PART OF THE LEASE OR RENTAL AGREEMENT

In order to guarantee the best possible quality of life and security in residence and to ensure that individual liberties are respected, residents or visiting clients, hereinafter referred to as «tenants», are encouraged to actively participate in residence life. As tenants are entitled to the best possible living and studying environment, it is essential that all tenants act in the public interest and respect the following regulations:

**These Rules are also applicable, with the necessary adaptations, during hotel activities.**

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#### 1. CIVILITY

- A. Université Laval residences are for the sole use of tenants. Tenants must act in such a way as to protect the individual liberties, peace and quiet and well-being of other tenants. Unauthorized room transfers, subletting and cohabitation are prohibited. (art. 1860 C.c.Q.)
- B. Firearms (including replicas) are prohibited in residence, as are flammable, explosive, corrosive, or otherwise dangerous substances.
- C. Culture, possession, consumption, or drug trafficking or other illegal activities are strictly prohibited in residences.
- D. Drunkenness and disorderly conduct caused by alcohol or marijuana will not be tolerated.
- E. Alcoholic beverages can be consumed (responsibly) in private rooms and common kitchens only. Oversized bottles and beverage containers are not allowed in kitchen areas.
- F. The tenant agrees to comply with the [regulations and policies of the University](#), which are considered to be an integral part of the lease or service agreement.
- Those include:
- a [Policy to prevent and combat sexual violence at l'Université Laval](#);
  - a [Policy for a smoke-free environment](#).
- In accordance with institutional policy, the common areas as well as the rooms of the residences are considered to be non-smoking (smoking including marijuana, vaping, shisha, drugs, etc.).
- a [Policy governing the use of cannabis at the university](#). In accordance with institutional policy, smoking is prohibited in any university location, including residences. For information purposes, the legal age for cannabis consumption in Quebec is 21.
  - Disciplinary regulations for students at Université Laval.
- These institutional regulations also apply to interns and students taking part in an exchange program via partner universities.
- G. All commercial activities and solicitation, as well as gambling, are prohibited in the residences.
- H. The use of bicycles, scooters, inline skates, skateboards and other recreational travel equipment is prohibited in all residence buildings and underground corridors connecting them.
- I. Visitors must be accompanied by a tenant who invited them. They are subject to the rules in effect on campus. The Service des résidences and the Service de sécurité et de prévention reserve the right to expel any visitor who fails to respect those rules from any room or common area in residence. The tenant is also responsible for his guests or any person he allows in residence and the restricted areas. He must remain vigilant to the presence of any intruder when opening of the doors and inform the Service de sécurité et de prévention of any problematic situation concerning this matter.
- J. Tenants must respect other tenants' right to peace and quiet at all times, but especially between 11 p.m. and 8 a.m. Any noise or use of a noise-making object that disturbs the sleep, comfort or well-being of other tenants is considered a nuisance and is therefore prohibited. The level of noise in a room must not exceed ambient noise levels. Likewise, the use of personal speakers, musical instruments and listening to music at high volumes is prohibited in common areas.
- K. The tenant agrees not to place anything on the exterior window sills and not to throw anything through the windows or into the air wells or light shafts.
- L. All animals (pets or otherwise) are prohibited within residence buildings. Certain exceptions can be made under the [Policy governing the attendance of guide dogs and assistance dogs at l'Université Laval](#). Furthermore, the Service des résidences reserves the right to ban from private rooms and residence buildings anything that may result in complaints from other tenants or that may infringe on the individual liberties of other residents.
- M. The tenant agrees to respect the [safety rules in terms of fire prevention](#) by keeping the access to his room free. He leaves no personal effects that can obstruct access to the exit and passage in the corridor and by avoiding the use of prohibited decorative elements and equipment (candles, cooking appliances, etc.).
- Negligent use, shackles and damage to fire prevention, access control, evacuation and emergency equipments, including the room's smoke alarm, as well as the negligent use of laundry or kitchen appliances which may cause fire hazards, are subject to sanctions or legal proceedings.
- Fees may apply if staff must travel to ensure the safety of the premises and the proper functioning of the fire prevention equipment as well as laundry or kitchen appliances.

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## (BY-LAWS OF THE IMMOVABLE) – CONTINUED

### 2. PROPERTY AND FURNISHINGS

A. All furniture must remain in the room.

B. We recommend using a refrigerator with built-in freezer smaller than 5 ft<sup>3</sup> (142 liters). Refrigerators of less than 8 cubic feet (230 liters) are allowed in rooms as long as they do not hinder access to the room or its evacuation in an emergency, but will not be put into storage. Refrigerators larger than 8 cubic feet (230 liters) are prohibited.

Only the use of microwave ovens, auto shut off electric kettles and CSA-certified – Canadian Standards Association (CSA) –toasters is permitted.

No other appliance used to cook or heat food may be used or kept in a room or any area other than the common kitchens. Toaster ovens, sandwich toasters, panini grills, air fryers, slow cookers, rice cookers, hot plates and grills are strictly prohibited outside kitchens.

C. Tenants are prohibited from attaching anything to walls or woodwork (except in approved areas), from placing objects in windows or other rooms in the residence building and from otherwise misusing the furnishings and commodities at their disposal.

D. Tenants undertake to pay, upon request, any damage caused to any room, common area or furnishings by their own act or fault, carelessness, negligence, or incompetence.

E. Tenants are prohibited from altering any room or common area without the written consent of the Service des résidences. This includes, but is not limited to, changes to the electrical wiring. Tenants must also protect plumbing fixtures from the cold by closing windows, especially during their absence.

F. Tenants must keep their rooms in an good state of cleanliness. Fees may be charged if the effort required to clean and put in order frequented areas is deemed excessive. This also applies if staff need to visit to ensure the condition or maintenance of the rented premises during or after the tenant's stay.

G. The tenant has the obligation to report any insect-related problem as soon as possible. The costs incurred by pest management operations are the responsibility of the landlord. In the event of negligence or failure to report a problem, however, costs may be charged to the tenant.

H. Tenants are assigned a locker, bearing the same number as their room, to store non-perishable food items, personal cooking appliances and cooking utensils (not provided). Tenants are responsible for the cleanliness of their locker and must avoid leaving perishable food or dirt there, which could cause problems with unpleasant odors or pest control. The lock placed on the locker is the property of the Service des résidences. Upon moving out of residence, tenants must make sure that the locker is clean and empty and that the lock is in place. Failure to do so could result in the tenant

being charged a replacement fee.

I. A key, card or access chip is given to the tenant upon arrival and is the only valid and authorized means of access to access the buildings of residences and restricted areas. The tenant is responsible for his key, card or access chip and its exclusive use. In the event of loss or theft, the tenant must immediately report the situation to the Service des résidences or the Service de sécurité et de prévention.

He must also inform the Service de sécurité et de prévention of all damage, anomalies or failures of access control equipment.

Interfering with the proper functioning of access control equipment (ex.: object preventing the engagement of a door) may be subject to sanctions or legal proceedings.

J. The Service des résidences and the Service de sécurité et de prévention exceptionally accept to open the room for the resident in order to help out, but labor costs may possibly be billed if the request is repeated. The resident must make sure to keep his second key in a safe and accessible place to avoid the situation.

For security reasons, any request to open the door to a third party is refused (except for situations of an exceptional or urgent nature).

K. Upon moving out of the residence, tenants agrees to immediately return to the Service des résidences all the keys, cards or access chips provided to them upon arrival. Failure to do so will result in the tenant being charged keys, cards or access chips and lock replacement fees. All keys, access card or chip must be returned upon departure and cannot be returned later on.

L. The Service des résidences does not keep any items found in the rooms, lockers and kitchen lockers after the tenant's departure and assumes no responsibility for this. In addition, a fee may be charged if the time to rehabilitate the room after departure is deemed excessive.

Before disposing of unclaimed items, regardless of their value, usual items (clothing, household items, dishes, utensils, bedding, etc.) will be sorted out and offered to charitable or residents with a view to sustainable development. Defective electronic equipment and small electrical appliances will be handed over to specialized recycling companies. Items containing personal information will be destroyed in accordance with best practices.

The Service des résidences will not contact the former tenants before disposing of the items stored in their name.

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## (BY-LAWS OF THE IMMOVABLE) – CONTINUED

### 3. OTHER SERVICES AND CONDITIONS

A. The following services are included in the rent: heating, electricity, basic television (local programming), telephone service including internal calls, local calls. Long distance calls can be made from the room, using calling cards (at the tenant's expense) or collect services.

Rooms contain a sink and the following furnishings: bed, desk and lamp, telephone, bookshelf, desk chair, arm chair, dresser, closet, and curtains.

Dishes and cooking utensils are not provided. Nor is bedding (bedspread, sheets, pillows and pillow cases) provided, except for certain hotel packages. A residence bedding and towels kit is offered at low cost on arrival.

Rent also covers : services offered in connection with the living residential program, a mailbox, a kitchen locker, upkeep of the various common areas, and access to the common kitchens, common areas, study rooms and laundry and washroom facilities. Storage services are also available.

B. The tenant agrees not to change rooms without authorization or to lend it to another person, to cohabit or to accommodate a visitor for the night. He also cannot sublet his room or assign his lease. (art. 1981 C.c.Q.)

C. Tenants undertake to move to a different room or residence building to ensure the tranquility of tenants or if the lessor so requests for valid reasons. (art. 1980 C.c.Q.)

D. [Under the university's policy on admission and registration fees](#), any student who has not paid all rent owed to the Service des résidences for a previous semester will not be awarded a transcript or diploma (*Règlement sur les frais d'admission et d'inscription de l'Université Laval*, a. 9.3.1).

E. For the purposes of the lease to be signed, the leased premises constitute the Université Laval full-time registered student tenant's elected domicile.

F. Rooms may be inspected by a representative of the Service des résidences at least once per semester to monitor their overall condition and to ensure that rules of hygiene, cleanliness, pest management operations and safety are being respected. (art. 1857 C.c.Q.)

G. Tenants must take out insurance to cover their possessions and civil liability from the insurance company of their choice. Tenants are solely responsible for the possessions in their room and/or in storage, as well as for any damage that may result from their own negligence or misuse of the premises (fire, theft, vandalism, water damage, etc.). Therefore, before going away or permanently leaving his room, the tenant agrees to always lock their place of residence, to close the windows in his bedroom, turning off the lights and turning off the tap.

The University assumes no liability to the lessee or any other person for losses caused by the theft, or for damages suffered or caused by the fault of the lessee or a third party who is in the rented premises or by the material property that said tenant has in his custody.

Furthermore, the University is not responsible for accidents or loss of personal property resulting from unforeseen situations (e.g., water damage, power outages) that may occur to the lessee or to third parties in the current leased premises or in any other part of the building in which these places are located.

H. Should the premises become unlivable as a result of fire or other disaster, the lease or rental agreement should be automatically terminated and, the tenant reimbursed for any rent paid in advance.

I. Co-ed buildings are composed of men floors, women floors and co-ed floors with gendered bathrooms.

Some of the co-ed floors includes a bathroom for men, one for women and one neutral. In order to accommodate a maximum number of students, the Service des résidences reserves the right to accommodate men or women on a floor initially meant for the other gender in its co-ed buildings. In these cases, the neighboring tenants will be notified in advance.

J. Some mail, registered letters and packages sent to campus are first received at the Université Laval mail centre. Those intended for residents are then delivered directly to their post office boxes or delivered to a service counter. In the second case, an email is then sent to residents indicating the location and times at which they can be picked up upon presentation of a photo ID. The tenant thus authorizes Université Laval and the Service des Résidences to receive parcels and letter post, for which a signature may or may not be required, addressed to the resident or sent to the care of the resident, until notice to the contrary is issued in writing.

K. In an epidemic or pandemic context, various socio-sanitary measures relating to public health could be taken to ensure the safety of residents and reduce the spread of a virus. Some of these measures affecting, in particular, room occupancy, physical distancing, the number of visitors, the wearing of masks, access to and use of premises, cleaning, disinfection and service restrictions could thus exceptionally modify the terms, policies and regulations that form part of the lease.