

REGULATIONS FOR THE BUILDING

Residence of Cégep de la Gaspésie et des Îles Gaspé Campus

WINTER 2024

Regulation modified and adopted by The Executive Committee of Cégep de la Gaspésie et des Îles

Table of Contents

Table des matières

PKE	AMBULE	Erreur! Signet no	n defini.	
1.	DÉFINITIONS	Erreur ! Signet no	n défini.	
2.	SCOPE	Erreur! Signet no	n défini.	
3.	USE OF THE PREMISES	Erreur ! Signet no	n défini.	
4.	RENT PAYMENT POLICY	Erreur ! Signet no	n défini.	
5.	COMMUNITY LIVING	Erreur ! Signet no	n défini.	
6.	PEACE AND QUIET	Erreur ! Signet no	n défini.	
7.	MOVEMENT, VISITORS, AND ACTIVITY HALT	Erreur ! Signet no	n défini.	
8.	DRUGS	Erreur ! Signet no	n défini.	
9.	ALCOHOL AND SMOKING BAN	Erreur! Signet no	n défini.	
10.	PETS	Erreur ! Signet no	n défini.	
11.	REQUESTS FOR SUPPORT AND ADAPTATION / ASSISTANCE OR SUPPORT	ORT ANIMALSErreur! Signet no	n défini.	
12.	SECURITY OF THE PREMISES	Erreur ! Signet no	n défini.	
13.	RECYCLABLES AND WASTE	Erreur ! Signet no	n défini.	
14.	INSPECTION TOURS	Erreur! Signet no	n défini.	
15.	POSTING AND SOLICITATION	Erreur! Signet no	n défini.	
16.	ACCESS TO HOUSING OR ROOMS	Erreur! Signet no	n défini.	
17.	STORAGE OF BICYCLES, CANOES, KAYAKS, SKIS, SNOWBOARDS AND	DANGEROUS MATERIALSErreur!	Signet	
non défini.				
18.	MAIL	Erreur! Signet no	n défini.	
19.	INSURANCE		9	
20.	PARKING		9	
21.	WARNING PROCESS APPLICABLE TO INAPPROPRIATE BEHAVIOR	Erreur! Signet no	n défini.	
22.	TERMINATION OF THE LEASE	Erreur! Signet no	n défini.	
23.	ROOM VACANCY PERIOD	Erreur! Signet no	n défini.	
24.	DEPOSIT AND APPLICABLE FEES		9	
25.	CEGEP COMMITMENT	Erreur! Signet no	n défini.	
26.	TENANT COMMITMENT		10	
26.	STATEMENT OF COMMITMENT		10	

PREAMBLE

These regulations, along with all other directives, regulations, and policies of the Cégep, are an integral part of the housing lease between the Cégep and the tenant and are in addition to the provisions of the Civil Code of Québec (L.Q. 1991, c.64). Regulation No. 9, regarding living conditions at Cégep de la Gaspésie et des Îles, also applies to the residence.

Every tenant is entitled to find a conducive environment for intellectual work and rest at the Cégep residence. These regulations have been established with this spirit in mind, and adherence to them is a key condition for maintaining the lease between the tenant and the Cégep. Therefore, the tenant must adapt their behavior to the demands of the common good, particularly by respecting these rules and using the premises and equipment properly.

ONGOING RENOVATIONS

Construction, renovation, or repair work in or near the residences is necessary for the evolution of the campus and the collegiate community. Occasionally, this may cause noise and disturb part or all of the residents. The Cégep will not offer any adjustment to residence fees or any other form of compensation for the inconveniences caused by such work.

1. DEFINITIONS

In this regulation, the following expressions mean:

a) **Cégep:** The general and vocational college of Gaspé, the owner of the Residence, acting as the

landlord.

b) **Tenant:** Any full-time student who has signed a valid lease for a residence at the Cégep and is

studying full-time or deemed full-time at the Gaspé campus.

c) Regulation: The present regulation concerning the rental and code of conduct at the student

residence, relating to the rules regarding enjoyment and common use as required by

article 1894 of the Civil Code of Quebec (L.Q. 1991, c.64).

d) **Full-time student:** A student enrolled in at least four (4) courses of a college study program or courses

totaling a minimum of 180 hours of instruction in such a program, or who was in either of these situations in one of the last two (2) sessions and has only a maximum of three

(3) courses left to complete the program.

2. SCOPE OF APPLICATION

Anyone who signs a lease for renting a room in residence at the Gaspé campus of the Cégep de la Gaspésie et des Îles is subject to this regulation.

Any deviation from this regulation may result in the termination of the lease by the landlord, i.e., the Cégep.

3. USE OF PREMISES

- 3.1 To prevent damage to the leased premises and their environment, the tenant agrees to:
 - Make no changes or alterations to the rented premises.
 - Keep the furniture, equipment, and all objects provided in good condition.
 - Leave the furnishings of apartments, rooms, lounges, and other common areas in their respective places for shared use.
 - Use adhesive putty for posters, pictures, frames, or other decorations on walls or woodwork. **No thumbtacks** or tape are allowed.
 - Not throw anything out of the windows, make modifications or additions to the electrical wiring, or remove
 the screens.
 - Ensure that all taps are turned off and windows are closed when absent to protect plumbing accessories from freezing.
 - Candles and Christmas trees (except artificial ones) are strictly prohibited in residences.
 - SOFAS/CHAIRS are not allowed inside the apartment and/or room.
 - It is <u>strictly prohibited</u> to remove or modify, in any way, the smoke detector.
 - It is <u>strictly prohibited</u> to move or modify, in any way, the internet router.
- 3.2 Tenants are responsible for the maintenance and damages caused by their negligence in their room and/or apartment.
 - Users of common kitchens in the pavilion are individually responsible for maintaining and cleaning all
 appliances after use.
 - The landlord is not responsible for objects left behind by the tenant after the lease ends.
- 3.3 The tenant holding the lease is the sole occupant of a single room or one of two occupants in a double room. In the case of a double room (two people), only the two tenants are allowed to occupy the room.
- 3.4 The tenant undertakes, within 48 hours, to notify the competent authorities of any defect or deterioration of the rented room, the furniture and the common areas. An "*Inventory of fixtures*" form will be given to you on arrival and will be available on request at the reception.
- 3.5 A non-student spouse cohabiting with a student of the residence (double room only) must be registered as a co-tenant with the residence management. No lease will be signed by the non-student spouse. The standard rental fees apply.

In the event of separation, the non-student spouse must vacate the premises immediately. Depending on the situation and availability of rooms, they may be relocated to another room for a period determined by management.

4. RENT BILLING POLICY

Rent is payable on the **1st of each month**. However, there is a 15-day grace period without penalty. After this period, **any delay will automatically incur a \$25 fee per month**. It is possible to arrange a payment plan with the residence's administrative staff to avoid late fees.

5. COMMUNITY LIFE

All residents have the right to live in a safe and clean environment without unreasonable disturbance or harassment. Community life is an enriching experience that relies on collaboration with both fellow residents and the residence staff.

The residence is a high-density living environment; therefore, it may be difficult to meet the particular needs of every resident. If you need support and assistance to live in residence, you must cooperate to explore reasonable options that will enable you to live in residence. If your support and assistance needs exceed what the community can provide or impact your health, safety, or well-being, or the health, safety, or well-being of other residents, you may need to leave the residence.

6. QUIETNESS

The tenant must respect everyone's right to peace and quiet, calm, and an environment conducive to studying and resting. The tenant must, through their behavior, ensure the maintenance of the quality of life in the residence, which is defined as a place for study and rest, **especially during quiet hours:**

- Sunday to Thursday: 11 p.m. to 8 a.m.
- Friday and Saturday: Midnight to 8 a.m.

In the residence, "quiet hours" are defined as periods during which one must engage in activities that do not prevent neighbors from studying, resting, or sleeping. During exam periods, quiet hours may be extended.

<u>At all times</u>, sound systems, radios, televisions, etc., must be kept at a volume that allows neighbors to study, read, or rest.

7. TRAFFIC, VISITS, AND SUSPENSION OF ACTIVITIES

7.1 Visitors are allowed in the residence during the following hours:

Sunday to Thursday: 8 a.m. to 11 p.m. and Friday and Saturday: 8 a.m. to midnight.

- 7.2 Access to the residence will be denied to any visitor who causes disturbance or is under the influence of alcoholic beverages, drugs, hallucinogens, or other stimulants. The cooperation of tenants is essential.
- 7.3 To ensure the safety and well-being of all, non-residents must always be accompanied by the resident host. Visitors must respect the residence's rules. The tenant is responsible for visitors they receive or allow access to the residence.
- 7.4 It is forbidden to host an overnight guest without the permission of the residence management. For security reasons in case of an emergency, it is important that management security and respect for roommates, the management can refuse overnight guests. No cohabitation or subletting will be tolerated. Guests who stay overnight for more than three (3) consecutive days or six (6) non-consecutive days within the same month may be considered as roommates. Standard rental fees may be charged.

8. DRUGS

<u>It is prohibited</u> to possess, consume, give, and/or sell drugs in any form, or to encourage their use within the residence or on the premises. A disciplinary notice or expulsion will automatically be issued to the offender. The law tightening cannabis regulation, sanctioned on November 1, 2019, raised the legal age to buy, possess, or consume cannabis to 21 years old. Additionally, it prohibits the possession of cannabis on the grounds and in the student residences of a college institution.

9. ALCOHOL AND SMOKING BAN

- 9.1 The consumption of alcoholic beverages <u>is permitted for individuals aged 18 and over, only inside rooms and in</u> kitchens.
- 9.2 It is forbidden to <u>walk around with open bottles or containers of alcoholic beverages</u> and/or to consume them in common areas of the residence, such as corridors, laundry rooms, TV rooms, student lounges, waiting areas, public restrooms, entrance halls, and outdoor entrance areas.
- 9.3 <u>Smoking is prohibited inside the residence and across the entire establishment, including the parking lot</u>, except in designated smoking areas. (Refer to the Cégep's "Smoke-Free" policy).

10.PETS

For public hygiene reasons, tenants and their guests must not keep any pets, including fish and birds, in the rented premises or in the building housing the rented premises.

11. REQUESTS FOR SUPPORT AND ACCOMMODATION MEASURES / ASSISTANCE OR SUPPORT ANIMALS

It is prohibited to keep or bring an animal into the residence, except for authorized assistance or support animals. Out of respect for the community, you must obtain permission from the residence's service to keep an assistance or support animal before bringing it into the residence. A single medical certificate is not sufficient. You must submit an accommodation request through the Cégep's Adapted Services, which will assess your needs (https://cegepgim.ca/services-adaptes/). You can make this request as soon as you have received confirmation that your room request in the residence has been accepted. You will need to provide the required supporting documents to the adapted services and the residence's service, or delays may occur, and various fees may be charged, for example, for the intervention or relocation of a co-resident who is bothered by the animal. If permission to keep an animal is granted, you will be required to sign and comply with the "Assistance or Support Animal Agreement". You will be responsible for the behavior, cleanliness, grooming, health of the animal, and the disposal of animal waste.

There may be an assistance or support animal in your residence, in your room/unit, or on your floor. The intervention costs related to the presence of an unauthorized animal will be charged to the offending resident.

If you wish to receive support or accommodation measures due to a disability or health issue, you must provide the residence's service with information and documents signed by a healthcare professional who has treated the problem in question. This will allow the residence's service to assess the need and the necessary accommodation measures for your stay in the residence.

You also consent to the residence's service communicating this information and documentation to relevant internal and external resources for a comprehensive assessment. You understand that submitting a request and providing this information does not guarantee that you will be able to live in the residence if your support and accommodation needs exceed what the residence can offer, or if they impact the health, safety, or well-being of other residents or yourself.

12. SAFETY OF THE PREMISES

For your own safety and that of other tenants and the building, please note the following:

- 12.1 It is recommended to lock your accommodation when you are not present.
- 12.2 Firearms, knives, and flammable, explosive, corrosive, or otherwise hazardous substances are prohibited in the premises. Note that BB guns and pellet rifles are also subject to this regulation.
- 12.3 Under the Canadian Criminal Code, you must not open or use emergency exits unless there is a fire or emergency. Severe penalties will apply.
- 12.4 According to the Canadian Criminal Code, triggering the alarm system or using fire extinguishers without necessity is strictly prohibited. Severe penalties may apply.
- 12.5 It is forbidden to use bicycles, scooters, rollerblades, skateboards, etc., inside the residences.
- 12.6 Drone flying is not allowed inside or outside the residence.

13. RECYCLABLE MATERIALS AND GARBAGE

The residence, like all other organizations and citizens of Gaspé, participates in selective waste collection. Each tenant must comply with the following rules regarding waste disposal:

Recyclable and compostable materials:

You have a blue bin for recycling, which you must empty into one of the large blue bins located in the designated area outside, near the reception. You can request a compost bin, which must be emptied into the brown bin outside the residence.

- In pavilions: Bins are placed in the common kitchen as well as in the rooms on the 1st and 3rd floors (rooms with large washing sinks).
- In apartments: Recycling bins are in your apartment. Compost bins are available at the reception upon request.

Other materials:

Tenants in both apartments and pavilions must place all garbage in a plastic bag and dispose of it in the designated exterior bins.

14. INSPECTION TOUR

- 14.1 To avoid sanitation issues, the management conducts **a monthly inspection** of each housing unit (apartment and pavilion) to check the condition of common areas (kitchen, bathroom, toilet, and hallways) and to ensure that fire extinguishers are in good working order. The presence of the tenant is not required. At least 24 hours' notice is sent to tenants before the inspection. If the condition of the premises requires cleaning, the tenants will be billed for the necessary cleaning services.
- 14.2 Note that a ROOM INSPECTION will be carried out once per term to ensure cleanliness and to check for any damages in the rooms.

- 14.3 After giving 24 hours' notice, management reserves the right to conduct additional inspections of certain accommodations if deemed necessary. Except in emergencies, the procedures for regular inspections also apply to these additional inspections.
- 14.4 Any damage observed that is not due to normal wear and tear must be paid for by the tenant(s), according to the responsibilities specified in article 3.2 of the building regulations. In such cases, the residence management will issue an invoice to the responsible parties, detailing the damage and the cost of repair or replacement of materials.

15. POSTING AND SOLICITATION

You must obtain written permission from the residence administrative staff to post documents in the common areas of the residence or to distribute promotional, advertising, or solicitation materials. You must not use your room or the residence for:

- a) Selling, fundraising, or soliciting.
- b) Storing, selling, or renting goods or offering services.
- c) Storing merchandise.

The residence management reserves the right to remove any unauthorized, offensive, or inappropriate message.

16. ACCESS TO ACCOMMODATIONS OR ROOMS

- 16.1 In exercising their right of access to the accommodations, both the Cégep and the tenant must act in good faith: the tenant by facilitating access to the accommodation, and the Cégep by not abusing its rights and exercising them reasonably, with respect for the tenant's privacy. During the lease, the Cégep may, **after giving 24 hours' verbal notice**, access the accommodation to check its condition between 9 a.m. and 9 p.m., show it to a potential tenant between 9 a.m. and 9 p.m., or perform maintenance work between 7 a.m. and 7 p.m.
- 16.2 In case of emergency, or if it is judged that the tenant is violating building regulations (e.g., noise, cigarette smoke), the residence management, the Cégep's Security Service, or other Cégep employees may enter a housing unit or room without providing 24 hours' notice.
- 16.3 When a tenant reports a need (e.g., damage) that requires the worker to visit the apartment or room, the worker will access the premises as soon as possible after 9 a.m. No additional notice will be given before the visit, as it is at the tenant's request that the access occurs.

17. STORAGE OF BICYCLES, CANOES, KAYAKS, SKIS, SNOWBOARDS, AND HAZARDOUS MATERIALS

Hazardous materials, such as propane tanks, naphtha, or others, must be stored safely and in accordance with the law.

An outdoor storage room is available for you to store your equipment. You must visit the reception to collect the key and sign the register to access it. This designated area is also available for drying wet outdoor equipment.

18. MAIL

A mailbox is available **free** of charge to tenants. Located near the reception, it provides direct access to your mail slot. Upon departure, the tenant is responsible for changing their address with Canada Post.

19. INSURANCE

Tenants are strongly advised to obtain personal liability insurance with sufficient coverage in the event of accidents, fire, theft, loss, or damage to property.

20. PARKING

- Tenants must comply with the Cégep's parking regulations and obtain a parking permit from the reception.
- It is the tenant's responsibility to inform the management of any change in vehicle or license plate number.
- In case of a snowstorm, tenants must move their vehicle to allow for snow removal.

21. WARNING PROCESS IN CASE OF INAPPROPRIATE BEHAVIOR

In this regard, the Cégep applies a warning process, which may lead to eviction from the residence, summarized as follows:

- For each significant offense by the tenant, they are issued a first written warning. If the offense is repeated, a
 second warning is issued, and a meeting with the residence manager is mandatory. At the third warning, the final
 notice is given, informing the tenant that they must vacate the premises within one month, and the lease will be
 terminated.
- If inappropriate behavior goes beyond the building regulations and infringes upon Regulation No. 9, the situation is escalated to campus management, and the escalation of sanctions provided for in Regulation No. 9 applies.

In cases of severe misconduct, expulsion may be immediate.

22. LEASE TERMINATION

The lease is for a fixed term. Once signed, a tenant may terminate their lease by giving one (1) month's notice in advance. The tenant's lease is automatically terminated when they finish their studies or are no longer enrolled at the Cégep. When a tenant ceases to be a full-time student, the Cégep may terminate the lease by giving one (1) month's notice.

23. ROOM VACANCY PERIOD

A tenant is required to pay rent **even** if they do not occupy their room during the weekend, the mid-term break, between sessions, or at any other time. Likewise, a student who leaves the region for an internship must continue paying rent to retain their right to the room. Failure to do so will result in the Cégep considering the agreement terminated, and the student will no longer have access to the room.

24. SECURITY DEPOSIT AND APPLICABLE FEES

- 24.1 A fee of \$60 will be charged for any additional key requested in case of loss or if the key is not returned upon departure.
- 24.2 A fee of \$25 will be charged for any room change requested by the tenant during the session or year. Note that room changes are only permitted in exceptional circumstances, and each case will be analyzed individually by the management.
- 24.3 A fee of \$25 will be charged for any late payment after the permitted date.

- 24.4 Fees will be charged if, upon inspection, the condition of the premises requires additional cleaning by maintenance staff.
- 24.5 As stipulated in the lease, the student must vacate the room at the end of the lease. The student must remove all furniture or objects other than those belonging to the educational institution when leaving the room. Upon vacating, the student must return the premises in the same condition as they were received, except for changes resulting from aging, normal wear and tear, or force majeure. The condition of the premises may be evidenced by the description or photographs taken by the parties. Otherwise, the student is presumed to have received the premises in good condition.
- 24.6 The tenant is responsible for their apartment and/or room. Therefore, they are responsible for the consequences of actions taken by their guests (damages, unauthorized habitation, noise, etc.). All furniture and chairs must remain in the rooms and apartments. To avoid leaks and water damage, shower curtains cannot be replaced.

25. CÉGEP COMMITMENT

The Cégep de la Gaspésie et des Îles, Gaspé campus, is committed to ensuring that the residence is a quality living environment, a place of tranquility and safety where everyone feels respected. In doing so, the Cégep will promote academic success, complementing the efforts made in all sectors of the Cégep's activities, particularly through Student Services, both in terms of academics and student life.

26. TENANT COMMITMENT

To confirm that the student-tenant has read and understood the regulations of the residence and agrees to abide by them, the tenant must sign the declaration attached to the lease, which will serve as a solemn commitment. The full version of the regulations is available on our website and will be sent to residents via MIO:

DECLARATION OF COMMITMENT

BUILDING REGULATIONS

RESIDENCE OF THE CÉGEP DE LA GASPÉSIE ET DES ÎLES

By signing this document, I confirm that I have read the building regulations and agree to comply with all the rules, including the following:

- · Respect the premises, other tenants, and all residence staff.
- Maintain appropriate cleanliness of the premises.
- Use adhesive putty for posters, pictures, frames, or other decorations on walls or woodwork. <u>Thumbtacks and adhesive tape are prohibited</u>.
- Sofas and armchairs are prohibited.
- Pay my rent within the prescribed timeframes.
- Avoid disturbing others with noise at any time.
- Avoid organizing group parties that could violate any of the regulations.
- Do not possess, consume, give, or sell drugs of any kind, nor encourage their use in the residence or on the premises.
- Do not house visitors in the residence apartments without prior authorization from the residence management.
- Do not keep pets unless authorized by adapted services under an intervention plan.
- Do not commit acts of vandalism in the occupied premises or elsewhere. This also includes not causing damage (such as making holes in the walls).
- Do not smoke inside the residence or on the premises, including the parking lot, except in designated areas (refer to the Cégep's "Smoke-Free" policy).
- In the event of a snowstorm, tenants must move their vehicles to allow snow removal.
- Never ride bikes, skates, scooters, skateboards, etc., in the hallways.

By failing to comply with the regulations, I acknowledge that the Cégep may terminate my room lease following th warning process described above.				
Tenant Signature	Accommodation			