



**Cégep de la Gaspésie  
et des Îles**

**CAMPUS DE GASPÉ**

# **BUILDING BY-LAW**

**Cégep de la Gaspésie et des Îles Residence Hall  
Gaspé Campus**

**AUTUMN 2026**

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## PREAMBLE

This *By-law*, together with all the Cégep's guidelines, other by-laws and policies, form an integral part of the tenancy agreement entered into between the Cégep and the tenant and supplements the provisions set out in the Civil Code of Québec (L.Q. 1991, c. 64). By-law No. 9 governing student life at the Cégep de la Gaspésie et des Îles also applies to the residence hall.

Every tenant is entitled to find the Cégep residence hall a place conducive to intellectual work and rest. This By-law has been drawn up in this spirit, and compliance with it is an essential condition for the continuation of the tenancy agreement between the tenants and the Cégep. Tenants must therefore conduct themselves in accordance with the requirements of the common good, especially by complying with these rules and using the premises and facilities appropriately.

## 1. DEFINITIONS

In this By-law, the following terms have the meanings set out below:

- a) **Cégep:** The Gaspé college of general and vocational education, owner of the residence hall, acting as the landlord.
- b) **Tenant:** Any full-time student who has signed a valid tenancy agreement for accommodation in the Cégep's hall of residence and who is studying full-time or is deemed to be studying full-time at the Gaspé campus.
- c) **By-law:** This by-law relating to tenancy and the code of conduct at the student residence and concerning the rules governing the enjoyment and shared use of the premises, as required by section 1894 of the Civil Code of Québec (L.Q. 1991, c. 64).
- d) **Full-time student:** A student enrolled at a cegep in at least four (4) courses of a study program or in courses totalling a minimum of 180 teaching periods of such a program, or who was in either of these situations during one of their last two (2) **semesters** and has no more than three (3) courses remaining to complete the program's prescribed curriculum or is deemed to be full-time.

## 2. SCOPE OF APPLICATION

Any person who signs a tenancy agreement to rent a room in the residence hall on the Gaspé campus of the Cégep de la Gaspésie et des Îles is subject to this by-law.

Any breach of this by-law may result in the termination of the tenancy agreement by the landlord, namely the Cégep.

### 3. USE OF THE PREMISES

3.1 To avoid causing damage to the rented premises and their surroundings, tenants undertake to:

- Make no changes or alterations to the rented premises.
- Keep the furniture, equipment and any items made available to them in good condition.
- Leave the furnishings of the flats, halls, lounges and other shared areas in their respective places for communal use.
- Use adhesive pads to attach all posters, pictures, frames or other decorations to the walls or woodwork. **No thumbtacks or adhesive tape are permitted.**
- Refrain from throwing anything out of the windows and making any alterations or additions to the electrical wiring.
- When away, ensure that all taps are turned off and all windows are shut to protect all plumbing fixtures from the cold.
- Candles and Christmas trees (except artificial ones) are strictly prohibited in the residence hall.
- SOFAS/ARMCHAIRS are not permitted inside the flat and/or bedroom.
- It is **strictly forbidden to remove or alter the smoke detector** in any way.
- It is **strictly forbidden to move or alter the internet router** in any way.
- It is **strictly forbidden** to remove the fly screen.
- Tenants are held responsible for the upkeep of their room and/or flat and for any damage caused through their own fault.
- Users of the communal kitchens in the residence hall are individually responsible for the upkeep and regular cleaning of all appliances after use.
- The use of frying oil, deep-fat fryers or any appliance used for deep-frying, where food is submerged in oil, is prohibited. Hot-air fryers (air fryers) are, however, permitted. This ban is intended to reduce the risk of fire and to limit the spread of odours that may cause a nuisance to other residents.
- The landlord shall not be held liable in any way for any items left on the premises by the tenant after the end date of the tenancy.

3.3 The tenant undertakes to notify the relevant authorities within 48 hours of any defects or damage to the rented room, the furnishings and the communal areas. On arrival, you will need to complete the move-in (*État des lieux*) form using the QR code that will be provided.

3.4 The tenant named on the tenancy agreement is deemed to be the sole occupant of a single or double room. In the case of a double room (for two people), the tenants are the only two occupants.

3.5 A non-student partner living with a student in the hall of residence (double rooms only) must be registered as a flatmate with the management. No tenancy agreement will be signed by the non-student partner. Standard accommodation fees apply.

In the event of a break-up, the non-student partner must leave the premises immediately. Depending on the circumstances, and subject to room availability, they may be rehoused in another room for a period determined by the management.

### 4. RENT BILLING POLICY

Rent is payable **on the 1st of each month**. After this deadline, proceedings with a debt collection agency and/or legal proceedings before the administrative housing tribunal will be initiated. In the event of any problems or delays, it is the tenant's responsibility to contact the hall of residence's administrative staff as soon as possible.

## 5. COMMUNITY LIFE

All residents have the right to live in a safe and clean environment, free from unreasonable disturbance or harassment. Community life is an enriching experience based on cooperation, both with other residents and the residence's support staff.

The hall of residence is a high-density living environment; it may therefore be difficult to meet the specific needs of every resident. If you need support and assistance to continue living in the student residential facility, you will need to jointly identify reasonable options that will enable you to continue living there. If your support and assistance needs exceed what the college community can provide, or if they affect your health, safety or wellbeing, or the health, safety or wellbeing of other residents, you may be required to leave the hall of residence.

## 6. PEACE AND QUIET

Tenants must respect everyone's right to peace and quiet and to an environment conducive to study and rest. They must therefore ensure, through their behaviour, that the quality of life in the hall of residence—defined as a place for study and rest—is maintained, particularly during quiet hours:

- **Sunday to Thursday:** 11.00 pm to 8.00 am
- **Friday and Saturday:** midnight to 8.00 am

In the hall of residence, the term 'quiet hours' is defined as follows: 'a period during which only activities that do not disturb neighbours from studying, resting or sleeping should be carried out'. During exam periods, quiet hours may be extended.

At all times, audio systems must be set at a volume that allows neighbours to study, read or rest.

## 7. MOVEMENT, VISITS AND SUSPENSION OF ACTIVITIES

7.1 Visitors are permitted in the residence at the following times:

**Sunday to Thursday:** 8.00 am to 11.00 pm; and **Fridays and Saturdays:** 8.00 am to midnight.

7.2 Access to the residence hall will be refused to any visitor who causes a disturbance or is under the influence of alcohol, drugs, hallucinogens or other stimulants. Tenants' cooperation is essential.

7.3 To ensure the safety and well-being of everyone, non-residents must be accompanied at all times by the resident hosting them. All visitors must comply with the building's rules and regulations. Tenants are responsible for any visitors they receive or to whom they grant access to the building.

7.4 **It is forbidden to have a guest stay overnight without the permission of the building management.** For safety reasons in case of an emergency, it is important that the management knows who is occupying the premises at all times. **The management may refuse to allow any visitor to stay overnight for reasons of safety and out of respect for flatmates. No sharing of accommodation or subletting will be tolerated.** Guests who stay overnight for more than three (3) consecutive days or six (6) non-consecutive days during the same month may be considered flatmates. Standard rental charges may then apply.

## 8. DRUGS

It is forbidden to possess, consume, supply and/or sell drugs in any form whatsoever, or to encourage their use within the residence hall or on the premises. A disciplinary notice or notice of eviction will automatically be issued to the person at fault. The *Loi resserrant l'encadrement du cannabis*, which came into force on November 1<sup>st</sup>, 2019, has raised the legal age for purchasing, possessing or consuming cannabis to 21. Furthermore, it prohibits the possession of cannabis on a college premises and in student accommodations.

## 9. ALCOHOL AND SMOKING BAN

- 9.1 The consumption of alcoholic drinks is permitted for those aged 18 and over inside bedrooms and in kitchens only.
- 9.2 It is prohibited to carry alcoholic drinks in an open container or bottle and/or to consume them in the residence hall's communal areas, namely the corridors, laundry rooms, TV rooms, student lounge, waiting rooms, public toilets, entrance hall and outdoor entrance area.
- 9.3 Smoking is prohibited inside the residence hall, as well as on the entire grounds of our institution, including the parking, except in designated areas. (See the Cégep's 'Smoke-Free' policy).

## 10. PETS

For reasons of public hygiene, tenants and their guests must not keep any pets of any kind on the rented premises or in the building housing the rented premises; this includes fish, reptiles, spiders and birds.

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

It is forbidden to keep or bring an animal into the residence hall, except for an authorised assistance or support animal. Out of respect for the community, you must obtain permission from the residence hall service to keep an assistance or support animal before bringing it into the residence. **A medical certificate alone is not sufficient.** You will need to submit a **request for accommodation via the Cégep's Adapted Services** team, which will assess your needs (<https://cegepgim.ca/services-adaptes/>). You may submit this request as soon as you have received confirmation that your application for a residence place has been accepted. You must submit the supporting documents required by the Adapted Services and the residence hall management; failure to do so may result in delays, not to mention that you may be charged various fees, for example, for the intervention or relocation of a flatmate who is inconvenienced by the animal. If you are granted permission to keep a pet, you will be required to sign and comply with our service or support animal agreement. You will be responsible for the animal's behaviour, cleanliness, grooming and health, as well as for the disposal of its waste.

There may be an assistance or support animal in your residence, in your room/flat or on your floor. Any costs incurred as a result of the presence of a pet that has not been authorised by the residence hall management as an assistance or support animal will be charged to the resident at fault.

If you wish to obtain support or accommodation measures relating to a disability or health condition, you must provide the residence hall management with information and documents signed by the healthcare professional who treated your condition, so that they can assess your needs and determine the accommodation measures required for your move into the residential facility.

You also agree that the residence hall management may share this information and documentation with relevant internal and external resources for a comprehensive assessment. You understand that submitting an application and providing this information does not guarantee your acceptance into the residential facility if your support and

accommodation needs exceed the services the facility can provide, or if they affect the health, safety or wellbeing of other residents or your own health, safety or wellbeing.

## 12. PROPERTY SAFETY

For your own safety, that of other tenants and the building, we would like to remind you that:

- 12.1 It is recommended that you lock your room when you are away.
- 12.2 Firearms, bladed weapons and flammable, explosive, corrosive or otherwise harmful substances are prohibited on the premises. Please note that air pistols or rifles are also covered by this rule.
- 12.3 Under the Criminal Code of Canada, you must only open and use emergency exits in the event of a fire or other emergency. Severe penalties may be imposed.
- 12.4 It is strictly prohibited under the Criminal Code of Canada to activate the alarm system or use fire extinguishers without good reason. Severe penalties may be imposed.
- 12.5 It is forbidden to ride bicycles, scooters, inline skates, skateboards, etc., inside the residential blocks.
- 12.6 The use of drones is not permitted either inside or outside the residential complex.

## 13. RECYCLABLE MATERIALS, COMPOST AND WASTE

The residence hall, like all organisations and residents of Gaspé, participates in the selective collection of waste. Each tenant must therefore comply with the rules in force regarding waste disposal.

Please note: waste sorting is compulsory. Tenants must separate compost, recyclables and general waste correctly.

In the detached houses, three-compartment bins (compost, recycling, general waste) are available in the communal kitchens. Residents must sort their waste into these compartments before placing it in the designated bins.

In flats, each flat is provided with a rubbish bin and a recycling bin. Tenants are responsible for providing their own compost bin and for emptying it into the designated outdoor bins. Compost bins are not provided to minimise the risk of contamination. Tenants in flats must themselves empty their recycling, compost and general waste into the designated outdoor bins.

## 14. INSPECTION ROUND

- 14.1 To prevent hygiene issues, the management carries out **regular inspections** of each property (flats and detached houses) to check the condition of the communal areas (kitchen, bathroom, toilet and corridors) and at the same time, to ensure that the dry chemical fire extinguishers are in good working order. Tenants' presence is not required.
- 14.2 Please note that an inspection of the BEDROOMS will be carried out once per semester to ensure that the premises are clean and that there is no damage to the rooms..
- 14.3 Subject to 24 hours' notice, the management reserves the right to carry out additional inspection visits to certain units, should it deem it appropriate. Except in the event of an emergency, the procedures for regular inspections also apply to these additional visits.
- 14.4 Any damage found that is not the result of normal wear and tear must be paid for by the tenant(s), in accordance with the liabilities specified in Article 3.2 of the building regulations. In such cases, the residence

management will issue the persons concerned with an invoice detailing the damage, repair or replacement of the equipment.

## 15. POSTERS AND SOLICITATION

You must obtain written permission from the residence's administrative staff to display materials in the residences' communal areas or to distribute promotional, advertising or solicitation material. You must not use your room or the residence hall to: a) engage in sales, fundraising or solicitation; b) store, sell or rent goods or offer services; or c) store merchandise. The residence hall management reserves the right to remove any unauthorised, offensive or inappropriate notices.

## 16. ACCESS TO FLATS OR ROOMS

- 16.1 The communal areas of the residence hall and flats are always accessible to **the management, the Cégep's Security Department or any other Cégep employee**. Students rent a room in a flat, not the entire flat.
- 16.1 In exercising their rights of access to the flat, the Cégep and the tenant must act in good faith: the tenant by facilitating access to the flat and the Cégep by not abusing its rights and by exercising them reasonably whilst respecting the tenant's privacy. During the term of the tenancy, the Cégep may access the premises (communal areas) to check their condition between 9.00 am and 9.00 pm, arrange for a prospective tenant to view the premises between 9.00 am and 9.00 pm, and carry out works there between 7.00 am and 7.00 pm.
- 16.2 In the event of an emergency, or if we consider that the tenant(s) are breaching the building regulations (e.g. noise, cigarette smoke), **the management, the Cégep's Security Service or other Cégep staff** may need to enter a room without having to give a 24-hour notice.
- 16.3 When you report an issue (e.g. a fault) that requires our maintenance worker to visit your flat or room, they will access your flat as soon as possible, after 9.00 am. No further notice will be sent to you prior to the visit, as they are accessing the accommodation at your request.

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

- Hazardous materials such as propane cylinders, naphtha or other similar items must be stored safely and in accordance with current legislation.
- An outdoor storage area is available for you to store your equipment. A key will be provided to anyone wishing to access it during the semester. This is the designated area for drying wet outdoor equipment.
- A bike storage room is available for you to store your bike at any time. A key will be provided to anyone wishing to access it during the semester.

## 18. MAIL

A post office box is available **free of charge** to all tenants. Located near the front desk, it provides direct access to the locker. When moving out, tenants are responsible for updating their address with Canada Post.

## 19. INSURANCE

Tenants are strongly advised to take out personal liability insurance with sufficient coverage in the event of an accident, fire, theft, loss or damage to property.

## 20. PARKING

- Tenants must comply with the Cégep's parking rules and obtain a parking permit from the Cégep reception desk.
- It is the tenant's responsibility to notify the Cégep of any change of car or plate number.
- **In the event of a storm**, tenants must move their vehicle to allow for snow clearance.

## 21. WARNING PROCEDURES APPLICABLE IN THE EVENT OF INAPPROPRIATE BEHAVIOUR

To this end, the Cégep applies a warning procedure, which may result in expulsion from the residential facility and is summarised as follows:

- In the event of any serious breach of the regulations, the tenant receives a ***first written warning*** from the hall of residence administration. In the event of a repeat offence, a ***second formal warning*** is issued jointly by the hall of residence administration and the Cégep management, which will affect their academic record and may have consequences for their academic progress, including the risk of suspension from courses. Following a ***third warning***, the eviction process is initiated. A one-month notice is then sent to the resident informing them that they must vacate the premises and that their tenancy agreement will be terminated.
- Where inappropriate behaviour extends beyond the terms of the building regulations and falls under Regulation No. 9, the matter is brought to the attention of the campus management and the scale of penalties set out in the regulations applies.

In the event of serious misconduct, expulsion may be immediate.

## 22. TERMINATION OF THE TENANCY AGREEMENT

The tenancy agreement is for a fixed term. Once signed, a tenant may terminate their tenancy by giving one (1) month's notice. A tenant's occupancy agreement terminates automatically when they complete their studies or are no longer enrolled at the Cégep. When a tenant ceases to study full-time, the Cégep may terminate the occupancy agreement by giving one (1) month's notice.

## 23. ROOM AVAILABILITY PERIOD

A tenant must pay their rent **even** if they do not occupy their room on weekends, during the spring break, between semesters, or at any other time. Similarly, a student who leaves the area to undertake a work placement will be required to pay their rent to retain their right to their room. Failure to do so will result in the Cégep considering the agreement to have been terminated and the student will no longer be entitled to access their room.

## 24. DEPOSIT AND FEES PAYABLE

24.1 A charge of \$60 for any additional key requested in the event of loss or failure to return it on departure.

24.4 A charge will be made if, during the inspection, the condition of the room requires additional cleaning by the staff.

- 24.5 As stipulated in the tenancy agreement, students must vacate their rooms at the end of the tenancy. Upon vacating the room, students must remove all furniture and belongings other than those owned by the educational establishment. At the end of the tenancy, students must leave the premises in the condition in which they found them, except for changes resulting from ageing, normal wear and tear or force majeure. The condition of the premises may be recorded by means of a description or photographs taken by the parties; otherwise, students will be presumed to have received them in good condition.
- 24.6 ***Tenants are responsible for their flat and/or room.*** They are therefore liable for the consequences of any actions taken by their guests (breakages, unauthorised occupancy, noise, etc.). All furniture and chairs must remain in the rooms and flats. To prevent leaks and water damage, shower curtains should not be replaced.

## 25. THE CÉGEP'S COMMITMENT

The Cégep de la Gaspésie et des Îles, Gaspé campus, is committed to ensuring that the student residence provides a high-quality living environment, a peaceful and safe place where everyone feels respected. In doing so, the Cégep promotes academic success, complementing the many efforts made in this regard across all areas of the Cégep's activities, particularly by the Student Services department, in terms of both academic studies and student life.