

**RENTAL AGREEMENT FOR  
Cold Moon Student House  
438 WAKESIAH AVENUE, NANAIMO, B.C.**

(Updated 11.06.2023)

*There are two parts to this agreement. Part 1 outlines the terms of the contract between you and Cold Moon Student House. Part 2 outlines the Rules that you are expected to follow when you are living in Cold Moon Student House.*

*By signing this agreement, you are agreeing to abide by the terms, conditions and rules outlined in this document. Failure to do so will result in consequences up to and including eviction. Please read this document carefully before making an application to live in Cold Moon Student House.*

## **PART 1 – RENTAL AGREEMENT**

This agreement forms a contract between you \_\_\_\_\_ and Cold Moon Student House.

The purpose of this agreement is to outline the terms of the arrangements governing your use and occupation of accommodation in Cold Moon Student House.

You must review and agree to the terms and conditions outlined in this contract prior to accepting a housing assignment.

By signing and returning this document, with the payments indicated in Section 1.2, you are entering into a binding contract and agree to the following:

### **1.1 Accommodation Deposit and Damage Deposit**

You agree to pay a NON-REFUNDABLE application fee of \$50.00 (wire transfer, certified cheque, e-Transfer or money order). There are no guarantees that your application will be accepted. You must sign and return this document with the application fee.

If your application for residence is accepted you will be required to pay a non-refundable room deposit of \$400.00, which will be credited to your semester rental rate.

You are required to pay the remaining balance of the semester rent 2 weeks before the semester starts.

In addition, you must pay a refundable security damage deposit (\$400.00) and a key card deposit (\$50.00 per person) and a non-refundable move out cleaning fee (\$150.00).

Failure to pay the deposits outlined will result in our offer of a place in the residence being cancelled without further notice to you.

## **1.2 Rental Rates and Payment**

### Rental Rates

Fall Semester – September through December

Spring Semester – January through April

Monthly Discounted Rental Rates available May through August

### Rates for Fall or Spring Semesters:

1 bedroom - \$4,600.00 per semester per person

2 bedroom - \$4,200.00 per semester per person

### Monthly Rental Rates for May through August

1 bedroom - \$1,100.00 per person per month

1 bedroom - \$1,000.00 per person per month

### Rent includes:

- Common area on each floor have cable
- Bicycle storage
- Coin operated laundry facility
- Heat, light, and hot water
- Secured premises including cameras, key card entry and on-site management
- Smoke alarm and sprinkler system in each room
- Wireless Internet Access in the Common Areas
- Furnishings – Double bed (extra-long), desk and chair, wardrobe space (no linens included)

### Optional Amenities:

Parking - \$40.00 per month (one assigned space only and subject to availability).

Please note: The parking lot is designed for small cars only.

\*Telephone, Internet and Cable inside the suite is your own responsibility including set up and monthly fees if desired.

\*\*Rental rates are subject to change and will be re-evaluated prior to summer semester each year.

## **1.3 Residence Agreement**

You agree to abide by all the terms and conditions contained in this document, as well as all applicable municipal, provincial and federal laws, and Cold Moon Student House rules and codes of conduct.

## **1.4 Eligibility**

You must maintain enrollment as a post-secondary student at a college, university or trade school accredited as such by the Ministry of Advanced Education and Labour Market Development, located within the City of Nanaimo. Faculty members will also be accepted as tenants.

If you lose your student status, or withdraw from an accredited institution, you must advise the Management of Cold Moon Student House immediately.

Students under the age of 19 at the time of application will be required to provide a separate signed Parental Agreement, in order to be considered eligible to live in Cold Moon Student House.

## **1.5 Agreement Term**

The minimum term of this agreement is for the duration of one semester, or four months, unless entered into after the semester has started, in which case the term of this agreement runs from the time of your acceptance by us until the semester is concluded.

At the end of this fixed time, the Cold Moon Student House Agreement ends and you must move out of your accommodation unless you have arranged a lease extension with management.

Failure to vacate your accommodation and return your key card by NOON on the last day of your lease, without prior written authorization of the Cold Moon Student House Management, constitutes a breach of this Agreement and may result in Cold Moon Student House pursuing all legal recourse available.

## **1.6 Assignment Policy**

Cold Moon Student House will not discriminate in accommodation assignments on the basis of race, color, religion, national origin, ancestry or sexual orientation. Within our admissions guidelines, we will attempt to honor, but do not guarantee, requests for a particular accommodation or floor. Assignments are based on available space.

We reserve the right to refuse any student based on previously inappropriate behavior in Cold Moon Student House. We are not responsible for any moving costs should individual student behavior be incompatible with the agreement herein or in violation of Cold Moon Student House rules and codes of conduct. All rent is non-refundable.

## **1.8 Cancellation or Termination of the Resident Agreement by the Resident**

You may cancel this agreement prior to taking occupancy of your accommodation by giving written notice to the Manager of Cold Moon Student House 30 days in advance of your intended arrival. Any deposit monies paid may be forfeited, depending upon circumstances.

You may cancel this agreement after taking occupancy of your accommodation by giving the Manager of Cold Moon Student House a written 30 days notice. In the event you cancel this agreement after taking occupancy – all monies paid to us shall be forfeited save and except your damage deposit, which shall be refunded to you, less any claims made against the same by Cold Moon Student House.

## **1.9 Cancellation or Termination of this Agreement by Cold Moon Student House**

We may, without notice, terminate this Agreement and take possession of your accommodation if:

- You fail to pay any of the fees stipulated prior to indicated deadlines;
- You fail to pay any assessments or damages assessed pursuant to the terms of this Agreement;
- If the offer of accommodation was made by us based upon incorrect/falsification of information or a mistake as to your eligibility for accommodation;
- You no longer meet the eligibility requirements for residency;
- You have failed to pay monies owed to us with respect to matters other than this Agreement;
- You breach any provisions of this Agreement.

In the event of termination of this Agreement and eviction, you shall remain indebted for any fees, assessments or damages accrued pursuant to the terms of the Agreement.

Eviction from Cold Moon Student House may also result in you being banned from Cold Moon Student House property for a period of time determined by Cold Moon Student House Management.

We may terminate or temporarily suspend this contract without notice, in the case of circumstances which make the continued operation of Cold Moon Student House not feasible. Cold Moon Student House can make a decision not to renew the rental agreement for a further term in circumstances where there is not a good fit between the student and the current tenants in Cold Moon Student House.

### **1.10 Notice to Vacate and Fees**

In the event you breach this agreement we may terminate this agreement and require you to vacate Cold Moon Student House upon giving you seven days written notice. Notwithstanding the foregoing sentence, or any other provisions of this agreement, in the event your actions or behavior create a clear and immediate danger to any other person or to property, we have the right to terminate, and may immediately, terminate this agreement and require you to immediately leave and remove your property from Cold Moon Student House. Eviction timelines are based upon the severity of the infraction and determined by Cold Moon Student House Management.

Upon receiving any notice of termination of this agreement you agree that you will vacate Cold Moon Student House and remove all of your belongings from Cold Moon Student House upon the effective date of termination.

If you are evicted from Cold Moon Student House for breach of this agreement, you will not receive a refund of your rent or a return of your damage or key deposits.

Any notice to you shall be sufficiently given if delivered to you personally, or delivered to your mailbox at Cold Moon Student House. Notice may also be given to you by mailing it to you at your last known address and it will be conclusively deemed to have been given to you on the business day next following the date it was mailed.

### **1.11 Assignment and Unauthorized Occupancy**

You may not change accommodation within Cold Moon Student House without the prior written consent of the Management of Cold Moon Student House.

If you would like to change accommodation after moving into Cold Moon Student House you may request a transfer to another unit or room. Requests are to be submitted to the Manager of Cold Moon Student House and should include specific details that support the case for an accommodation switch. There is a \$100 fee for all accommodation switch requests, which must be paid if the room switch is authorized.

Accommodation switches will only be offered based on available vacancies and at the discretion of the Management of Cold Moon Student House. Accommodation change requests are approved on a priority basis, based on the date of application and the reason for the switch. You must be able to move on a specified date as determined by Cold Moon Student House management. Should your request be approved but a room is not available at that time, your name will be put on a prioritized wait list until appropriate accommodation becomes available.

You will be billed for the difference in accommodation fees if you move to more expensive accommodation, and you will be refunded if you move to less expensive accommodation.

Accommodation switches are not permitted for any resident who has given notice to cancel this Agreement.

Unauthorized accommodation switches will result in you being required to move back into your authorized accommodation and will be subject to a fine of \$100.00.

### **1.13 Force Majeure**

To the extent that we are unable to fulfill, or are delayed or restricted in fulfilling our obligations under this Agreement by any cause beyond our control, we shall be relieved from the fulfillment of its obligations during that period and you shall not be entitled to any reduction in fees or compensation as a result thereof. Without restricting the generality of the foregoing, we shall not be responsible for failing to meet our obligations under this Agreement due to any form of labour unrest or strike action, or due to acts of God, including, but not limited to, fires, floods, earthquakes, intervention by civilian or military authorities or governmental legislation.

### **1.14 Liability**

By accepting this offer – it is agreed that:

Cold Moon Student House shall not be held responsible for property in or about the residence which is lost, stolen or damaged in any way nor shall Cold Moon Student House be liable for any injury or death to you, your guests or any other persons while in, on or about Cold Moon Student House or while engaged in activities organized or sponsored by Cold Moon Student House.

You agree to indemnify Cold Moon Student House harmless from any and all claims, liens, charges, demands, actions, suits and proceedings of whatsoever nature in respect of any matter arising out of your use and occupation of Cold Moon Students Residences or this agreement which at any time shall be made, brought forth, prosecuted against Cold Moon Student House and all costs and expenses incurred by us.

You will ensure that no act on your part while in or about the Cold Moon Student House creates any unreasonable disruption or injury to any other party or property.

### **1.15 Insurance**

You will not do or permit to be done in or about the Cold Moon Student House anything that would affect any insurance carried by us.

It is required that you ensure that all your personal effects, in Cold Moon Student House accommodation, storage rooms, and common areas is covered by private insurance. You are required to obtain a residential insurance policy that covers both loss of personal property and liability for personal and property damage. Insurance may be available as an extension of your family's home insurance policy, or you can obtain your own insurance package.

### **1.16 Damages and Assessed Costs**

You agree to follow established check out procedures and leave your accommodation in an acceptable, clean condition without damage. Failure to do so may result in forfeiture of all or part of your damage deposit.

You agree to pay for damages, lost property or extraordinary service or administrative costs caused by yourself or your guests to Cold Moon Student Housing facilities through accident, neglect or intent. In some circumstances, all residents of a floor or area may be assessed for cleaning, damages, lost property or extraordinary service costs where the person(s) responsible cannot be ascertained by Cold Moon Student House Management, but where the damages, lost property, or excessive mess were reasonably believed to be caused by one or more residents of the floor.

Such charges will be placed on your account with Cold Moon Student House. Where charges and costs have not been paid by the specified date, a late fee will be added. Failure to pay assessments, including damages, lost property, service and administrative costs, may result in denial of future Cold Moon Student House assignment, or eviction from Cold Moon Student House.

### **1.17 Accommodation Entry**

You agree that our authorized personnel may enter your accommodation for inspection, repairs and/or cleaning. We may also enter in emergency circumstances. Insofar as possible, advance notification will be given to you. Your accommodation will not be searched without an appropriate warrant or consent.

### **1.18 Arrivals**

You may check into Cold Moon Student House on the check in date and time specified in your Cold Moon Student House Room Assignment. You may not arrive earlier than the date stated on the Room Assignment, unless you have made separate arrangements with Management.

### **1.19 Early Arrivals**

All arrangements for early arrivals must be made in advance with (and confirmed in writing by) Cold Moon Student House Management. Please note that there is no guarantee that early move-in requests will be granted. A pro-rated room fee will be charged for each day prior to the stipulated move in date in the Room Assignment.

### **1.20 Delivery of Personal Property**

Personal property delivered to Cold Moon Student House before the resident moves in will generally not be accepted. Exceptions may sometimes be made by contacting Cold Moon Student House Management.

### **1.21 Furnishings in Accommodation and Common Areas**

Accommodation in Cold Moon Student House are furnished with a double bed (extra- long), a wardrobe, a desk, and a chair. Each unit kitchen contains a fridge, microwave and hot plate. The bathroom contains a shower, sink, toilet and shower curtain. There is a telephone jack and a cable jack in each room.

All residents are responsible for furnishing their own linen. All residents require towels, toiletries (including toilet tissue) cleaners, flash light, dishes, cooking utensils, dish soap, dish clothes, tea-towels, clothes hangers, laundry hampers and laundry detergent.

Furniture, appliances etc. are not to be moved within the building. Common area furniture is to be respected and is not to be moved.

### **1.22 Furniture**

You will not remove furnishings or other equipment from lounges or other common areas. Additional furniture may only be placed in units or common areas with written permission of Management of Cold Moon Student House. Costs associated with removing additional furniture will be assessed in accordance with clause 1.16.

You will not overload the floor in Cold Moon Student House by bringing in furniture with excess weight (e.g. waterbeds).



### **1.23 Housekeeping**

You are responsible for maintaining the cleanliness of your accommodation. You are also responsible for maintaining the cleanliness of the shared kitchen and bathroom (if applicable). You must tidy up after yourself and your guests in the common areas. This includes removing any food, dishes or personal belongings. Anything left behind in common areas may be considered abandoned and may be thrown away or placed in the Community Donations bin.

Cold Moon Student House will provide custodial services in common areas of the building and will maintain the lobby and stairwells.

At check-in you will be provided with a Room Checklist, which you will use to document the condition of your accommodation and/or any missing inventory items. You must complete and return this form to the office promptly, and keep a copy for your records. After check out, the room, common areas and their contents will be inspected. Any missing items, damage not documented on the Room Checklist, or required cleaning, will be assessed to you and/or deducted from your damage deposit. If there is a question regarding responsibility for damages to the room or unit or furnishings, the Room Checklist will be used in determining responsibility for the damages. Failure to return the form may result in your being assessed for all damages and any missing items.

Shared kitchens and bathrooms in units will be inspected from time to time during the year to ensure that they are kept clean and safe. Failure to keep kitchens and bathrooms clean will result in assessments and/or the possible eviction of students, or denial of future Cold Moon Student House accommodation.

### **1.24 Repairs and Alterations**

All repairs and alterations to accommodations must be carried out by Cold Moon Student House staff. You are prohibited from repairing or altering your room or unit, including a prohibition from painting or wallpapering. You must report any required repairs to the office immediately.

### **1.25 Construction and Maintenance**

Should maintenance, renovation or construction projects take place in and around the Cold Moon Student House building, prudent construction practices will be followed, but there may be noise and dust. There will be no compensation or reduction in rental rates for any such disruption.

## **1.26 Storage**

A secure bike storage area is available and bicycles are permitted in this designated storage area ONLY. We do not assume liability for loss, theft or damage to bicycles stored in the bike storage areas regardless of how such theft or damage occurs. Storage of bicycles in this area is solely at the risk of the tenant.

There is no other storage area available for resident use.

Once you have moved out of Cold Moon Student House you must not leave personal belongings in your accommodation or in the common areas. These articles will be considered abandoned and will be disposed of. We do not assume any liability for lost or damaged articles.

## **1.27 Parking**

Parking of motorized vehicles (which includes, but is not limited to, cars, trucks, motorcycles, mopeds and scooters) in the Cold Moon Student House parking area is strictly regulated. You may rent an assigned parking space for \$40.00 per month, payable at the beginning of each semester. Parking is limited and will be confirmed upon acceptance. Please note: large trucks and SUVs may be denied space as the parking lot is designed for small cars only when at full capacity.

Visitor parking is not available on site. Pick-up and drop-off parking is available for up to 15 minutes in the front loading zone.

Cold Moon Student House is not responsible for theft or damage to cars, trucks, bicycles, motorcycles, mopeds, scooters, or any other vehicle, or any contents stored on or within them.

## **1.28 Security**

You are responsible for taking reasonable precautions to ensure that Cold Moon Student House are protected from a breach of security. This includes, but is not limited to, locking your room and/or unit door and windows, not propping building entrance doors open, not permitting unknown persons to follow you into the building, and immediately reporting strangers or security concerns to Management.

## **1.29 Protection of Privacy**

Personal information in possession of Cold Moon Student House will not generally be released to persons outside Management, including family members or friends, without your written consent, unless permitted or required by law. In particular, if you are injured or ill, or in the opinion of Cold Moon Student House Management represent a threat to yourself or others, we may contact third parties (including, but not limited to, government

and health officials, next of kin, or an indicated emergency contact person) and disclose personal information to them. We may choose to do this despite your objections.

### **1.30 Mail and E-mail**

Each room has a corresponding mailbox associated with it. The mailboxes are located in the lobby of Cold Moon Student House. Mail should be addressed as follows:

Your name

Your room number

438 Wakesiah Avenue,  
Nanaimo, BC. V9R 3K9

We will provide important information to you by way of mail (and your e-mail address). You are responsible for checking your mailbox as well as your e-mail account on a regular basis. You are responsible for reading and ensuring that you understand any information that we provide to you in your mailbox and e-mail account. You are also responsible for reporting a change in e-mail address to the Manager.

Any notice to you shall be sufficiently given if delivered to you personally, or delivered to your mailbox, or sent by e-mail.

Notice may also be given to you by mailing to you at your last known address and it will be conclusively deemed to have been given to you on the business day next following the date it was mailed.

### **1.31 Agreement Changes**

Amendments or exceptions may not be made to the terms of this Agreement without our written permission. Changes may be made by us during the term of the Agreement and are binding on you. Such changes will be published by placing notices in your mailbox one week before the changes become effective. Implementation of the changes may be immediate when, in our opinion, the health or safety of any person may be adversely affected by a delay.

## **PART 2 RESIDENT RULES**

### ***Resident Rules - Overview***

*We are committed to ensuring that all residents of Cold Moon Student House are able to study and work in an environment of tolerance and mutual respect, free from harassment and discrimination. The standards and regulations stated here strive to protect the well-being, safety and security of residents and contribute to a community that is conducive to residents' academic success, personal growth and development. These Cold Moon Student House Rules are applicable on or about all Cold Moon Student House property (which include, but is not limited to, all buildings, parking lots, and surrounding grounds) and during all Cold Moon Student House events, even if these events take place outside Cold Moon Student House property.*

*We reserve the right to share information about serious incidents or drug-related activity to the RCMP. If you commit a crime in Cold Moon Student House we may notify the RCMP. Cold Moon Student House Management will impose disciplinary sanctions independent of proposed criminal charges. Cold Moon Student House also reserves the right to inform your parents or guardians about unlawful activity or any behavior that threatens the safety or wellbeing of any individual, including you. Immigration Canada may also be contacted where and when pertinent.*

***Please understand that a breach of rules which affects the health and safety of other residents will result in immediate eviction with NO warning.***

*You agree not to do anything or permit anything to be done in or about Cold Moon Student House that would interfere with any other person's lawful use and enjoyment of Cold Moon Student House. You can expect consideration and respect for your feelings and needs, and in return have the responsibility to show respect for the rights of every other person in the community. You can expect to live in an environment where your possessions and the communal space are shown respect by every other resident.*

*If you have questions or concerns about our expectations of social conduct in Cold Moon Student House, please contact the Management.*

### ***Residence Rules – Process***

*When a violation of the Rules is brought to the attention of Management, Cold Moon Student House is responsible for ensuring that an investigation is conducted, and for deciding, when necessary, upon the appropriate disciplinary action.*

*Not all conflicts and resident concerns fall under a breach or rules. In such a diverse community there will often be varying interpretations of the Cold Moon Student House Rules, as well as varying expectations about how they need to be enforced. Our goal is to support residents to work through their conflicts and disagreements with other residents,*

*whether the issue is noise, messiness or disrespect. After meeting with the affected parties, Cold Moon Student House Management (or designate) may decide upon the appropriate mediation action.*

*Where necessary, Cold Moon Student House Management may impose standard restitution on a particular floor, area, or group of individual residents if the behavior warrants such action. Residents who choose to be part of a group that is violating Cold Moon Student House Rules may collectively and individually be held responsible for the violation.*

*Situations where individual resident's behavior constitutes self-harming will be deemed to permit intervention and support by RCMP or 911 Emergency Services. This requirement will not only provide individual intervention, but will also provide Cold Moon Student House Management with a determination of the residents suitability to live in an interdependent student community.*

## **2.1 Alcohol Use in Residence**

The Cold Moon Student House community has unique social and developmental needs and individual actions have direct effects on only on the individual, but also on the entire community at large. You and your guests are obligated to use alcohol responsibly and legally. You are fully accountable for your own actions as well as the actions of your guests. You are also responsible for knowing, understanding and complying with Cold Moon Student House Rules, in addition the provincial laws relating to alcohol.

Overall it is our intention to emphasize that the safety of residents and their guests is paramount, and that this safety must be ensured where alcohol is present. We strive to create an environment where choosing not to drink is as socially acceptable as choosing to drink; where the needs of all community members are respected; and to create awareness and promote responsible attitudes towards alcohol in a manner that is consistent with the philosophies and objectives of Cold Moon Student House. Our goal is to create a culture and maintain a community where the effects of alcohol abuse and the problems of behavior associated with it, are minimal.

Possession or consumption of alcohol by individuals under 19 years of age in British Columbia is a violation of provincial law and Cold Moon Student House policy. You and your guests are responsible for knowing, understanding and complying with both standards. Failure to do so may result in eviction.

Alcohol consumption is not an excuse for disruptive or unacceptable behavior. Cold Moon Student House are responsible for the enforcement of this policy. Students who choose to violate this policy will be held accountable for their actions under the Cold Moon Student House Rules. Failure to comply may result in eviction.

Alcohol, and consumption of alcohol, is prohibited in all common and public areas of Cold Moon Student House, including, but not limited to, hallways, patios, main lobbies,

stairwells and the grounds. Concealing alcohol in water bottles, cups, thermoses etc. is still considered open alcohol and is not permitted. Drinking in any common area may result in eviction.

## **2.2 Drugs**

Use and sale of non-medical drugs is not permitted. The possession, use trafficking (which includes manufacturing, selling, giving, administering, transporting, sending, delivering, distributing) or offering to do anything related to the possession, use or trafficking or illegal drugs (including marijuana) is prohibited. Any involvement, whether direct or indirect, in any illegal drug or drug-related activity is prohibited. Possession of paraphernalia that is associated with the possession, use or trafficking of illegal drugs is prohibited. These activities will result in eviction and possible referral to the RCMP.

## **2.3 Noise**

You agree not to make undue noise in or about the Cold Moon Student House at any time. Our mandate is to ensure that residents can study and sleep in Cold Moon Student House. While absolute silence may not be possible, excessive noise is not permitted. In all areas of Cold Moon Student House you are expected to be considerate 24 hours a day, 7 days a week. An individual's right for reasonable quiet study and sleep supersedes others' rights to make noise. In cases of dispute the Management of Cold Moon Student House will determine what is reasonable. If someone asks that you be quiet, respect that person's wishes and reduce your noise.

There will not be loud playing of radios, television, stereos or other audio equipment or musical instruments except during approved events. In addition to being considerate at all times, quiet hours are those times during which residents are prohibited from making noise which can be heard outside of their accommodation or which may disturb the resident's roommate in any way (if applicable), or which can be heard outside the Cold Moon Student House building and may disturb a resident inside the building. This refers primarily, but not exclusively to talking, noise from stereo equipment, radios, television, musical instruments, computer equipment and telephones. You agree not to bring to the Cold Moon Student House any machine or other device which is liable to cause objectionable noise or vibration or be injurious to the building or its residents.

Noise of any kind must be kept to a minimum after 9:00 pm on weekday evenings (Sunday through Thursday). Noise of any kind must be kept to a minimum after 11:00 pm on weekend evenings (Friday and Saturday nights).

Recommendations to ensure "quiet":

- Groups of friends should avoid visiting in the hallways. Please use the lounges.
- Music from stereos or televisions should not be heard beyond the walls of your accommodation.
- Close your door when you have a group of friends visiting in your accommodation.

- Any conversation in the hallways during the early evening and night-time hours should be kept to a minimum.
- Residents with personal telephones should adjust the ringer down from the highest volume.
- Check alarm clocks and clock radios to be sure that they are turned off before leaving for class or for the weekend.
- No running, screaming, roughhousing, yelling or using any kind of sports equipment in the hallways or lounges.

During final exam periods, starting no later than the second day following the last day of classes and through to the last day of exams, quiet hours are 24 hours per day. The date when 24 quiet hours begin will be determined by Cold Moon Student House Management and will be posted on the bulletin board.

Violation of any noise policy may result in eviction.

## **2.4 Co-operation with Management and Security**

Residents and guests shall co-operate with requests from Cold Moon Student House Management. Failure to co-operate with, and/or verbal or physical harassment or abuse of a staff member (manager, housekeepers, office personnel, trades staff, emergency and/or police personnel etc.) may result in eviction.

## **2.5 False Identification**

Using false identification for any reason is prohibited and may result in referral to the RCMP and eviction.

## **2.6 Inappropriate Behavior**

Any conduct which is inappropriate or disruptive to the Cold Moon Student House community, as determined by the Management, is prohibited. Without limiting the foregoing, inappropriate behavior includes 'mooning', urinating in public, and nudity readily visible from outside of the resident's accommodation. Violation may result in eviction or involvement of the RCMP.

Initiation or hazing activities that single out particular residents and/or create mental or physical discomfort, and/or exposes another to undue embarrassment or ridicule, and/or may be physically or emotionally harmful to others, including but not limited to, hazing, raids or pranks are prohibited. Encouraging, initiating, participating in and/or supporting such activities is prohibited and may result in eviction.

Throwing, dropping, knocking or ejecting objects from the Cold Moon Student House building, windows, or stairwells, whether intentionally or unintentionally, is prohibited



and may result in eviction. Throwing snowballs or other objects at the building is prohibited.

## **2.7 Violence, Physical Aggression/Sexual Assault**

Physical aggression, violence, and/or sexual assault will not be tolerated in Cold Moon Student House. Physical aggression means any physically aggressive or violent behavior such as fighting, hitting, punching, slapping, kicking, pushing, pulling, throwing objects at another etc. Sexual assault means any unwanted act of a sexual nature imposed by one person on another without consent. Anyone engaging in physically aggressive behavior or sexual assault will be evicted and the incident will be referred to the RCMP.

The need for self-defense is recognized. Physical self-defense is acceptable only when you have no other means to escape another's physical aggression, and then only at a level necessary to escape.

## **2.8 Damage to Property**

You will not bring into Cold Moon Student House any machine or other device which is liable to cause objectionable noise or vibration or be injurious to Cold Moon Student House or its occupants. You will ensure that no act on your part while in or about Cold Moon Student House creates any unreasonable disruption or injury to any other party or property. Damage to the personal property of other residents or damage to Cold Moon Student House property including, but not limited to, buildings, windows, locks, posters and advertising materials is prohibited and may result in eviction and an assessment and charges laid for damages. Damage also constitutes vandalism, which is defined as the willful or malicious destruction or defacement of public or private property and is prohibited on Cold Moon Student House property. Any vandalism directed toward an individual or group of individuals may also constitute harassment. Violation may result in eviction.

## **2.9 Dangerous Activity**

You will ensure that no act on your part, while in or about the Cold Moon Student House, creates any unreasonable disruption or injury to any other party or property. Activities that are considered dangerous or potentially harmful to any person, including you, are prohibited and may result in eviction. Activities include, but are not limited to, smashing objects, breaking glass, dangerous horseplay, climbing the outside of buildings, climbing in and out through windows etc. Violation may result in eviction.

## **2.10 Explosive Materials**

You agree not to do anything that would increase the risk of fire to Cold Moon Student House. Possession of explosive or flammable material including, but not limited to firecrackers, ammunition, fireworks, dynamite, gasoline, propane tanks, butane or other

such materials etc. is not permitted on Cold Moon Student House property. Possession of the same may result in eviction.

### **2.11 Weapons/Ammunition**

Possession of any weapons, legal or illegal, including but not limited to firearms, air guns, pellet guns, swords, hunting knives, sling shots, or archery equipment is prohibited. We reserve the right to evict anyone found in possession of these items and these objects will be confiscated and NOT returned to their owner. Further, wielding any object in a threatening or aggressive manner may result in eviction and referral to the RCMP.

### **2.12 Attack on the Dignity and Security of Individuals**

Activity (verbal, written, graphic, and physical) that can reasonably be interpreted to be threatening, racist, sexist, homophobic, or any other form of discrimination, harassment, sexual harassment or unwanted sexual attention, is prohibited, and may result in eviction. This can include, but is not limited to, posting or distributing material and/or behaving in a manner that is offensive and may contribute to an intimidating hostile or uncomfortable environment; putting offensive posters/pictures in areas available to public view, including windows or common areas; using e-mail, voice mail, message boards, mail, computer networks or other mediums to convey nuisance, obscene, or otherwise objectionable messages or materials; writing graffiti in Cold Moon Student House buildings or encouraging or engaging in offensive acts or behavior; repeatedly following or attempting to make unwanted contact with another person. Violation may result in eviction.

### **2.13 Building Entrances and Exits.**

For the safety and security of all residents, doors are not to be propped open to Cold Moon Student House. Doing so puts all residents at risk and allows thieves and others intent on harm to enter the building. Do not allow strangers to follow you into a building. Question anyone unknown in the building and immediately report strangers or security concerns to Cold Moon Student House Management.

All doors are monitored by video surveillance. You are responsible for any guests that you allow into the building.

Please keep exit routes clear at all times. You agree not to obstruct or use for any purpose other than its designated use, any common area, including hallways and stairways. Bicycles, or anything that could impede an exit, are not to be left in the common areas, walkways, or stairwells of the building. Bicycles are only permitted in the designated bicycle storage area.

## **2.14 Cablevision**

You must not tamper with any cable, or install cable splitting or splicing devices, divert the signal or attempt any other unauthorized access to cablevision in Cold Moon Student House.

## **2.15 Cleanliness Standards**

You will maintain your accommodation in a good, clean and sanitary condition, free of damage, reasonable wear and tear excepted. You are also expected to keep shared living areas, kitchens and the exterior of your accommodation doors clean. Failure to do so may result in cleaning charges, and/or further action as may be deemed appropriate by Cold Moon Student House Management. Common area damage or unreasonable mess may result in shared assessments, the possible relocation of the residents of the floor/accommodation, and/or denial of future tenancy. In extreme cases you may be evicted.

## **2.16 Cooking and Appliances**

No cooking will be done in Cold Moon Student House other than in designated kitchens. No cooking appliances (toaster, kettle, rice cooker etc.) are allowed for use in hallways, bathrooms and lounges. You will not overload or permit the Cold Moon Student House electrical system to be overloaded.

## **2.17 Barbeque and Outdoor Grilling**

Barbecuing and outdoor grilling is not permitted in Cold Moon Student House.

## **2.18 Garbage and Recycling**

Residents are responsible for removing their own garbage and recyclable material and disposing of it in the applicable location. Leaving garbage in hallways or stairwells, or outside the building is not permitted and may result in a fee for service, to be determined by the Manager. You are not permitted to store bottles or other items for recycling in lounges, kitchens, bathrooms, hallways, or other common areas except in designated recycling containers.

## **2.19 Guests**

You agree to take responsibility for the actions of any guests, whether or not you participate in, condone or are aware of that guest's behavior. Anyone that you invite to, or admit to, Cold Moon Student House property (which includes but is not limited to the building, parking lot, and surrounding grounds) is deemed to be your guest. If you allow a stranger through a locked door, you can be deemed to be the host of that person and will be held responsible for that person's behavior as if the person were your guest. You must be present as host of your guest at all times, however your failure to be present does not

mitigate or relieve your responsibility for your guests' behavior. You are responsible for your guests' actions until the guest leaves the Cold Moon Student House property.

Accompanying or acting as a host to a former resident who has been evicted and does not have visiting privileges, and/or a person whose visiting privileges have been revoked, is prohibited.

Any breach of Residence Rules by your visitor will result in consequences being assigned to you. Possible consequences may include a ban on specific visitors, or you may be banned from inviting visitors to Cold Moon Student House. You are responsible for activities that take place in your accommodation whether you are present at the time of the activity or not. Your failure to lock your door does not mitigate your responsibility for the actions of others that occur in your accommodation.

No overnight guests are permitted without Management's prior approval. ALL overnight guests must be registered with the Manager. Both guest and hosting resident must sign a Guest Agreement. Unless they have permission to remain overnight, all guests or other visitors must leave the Cold Moon Student House building no later than 11 p.m. Upon entering and exiting the building all guests must sign the guest log book. Any violation of the guest policy may result in eviction.

## **2.20 Overnight Guests**

Overnight guests are permitted for a maximum of 4 nights in a semester. With prior approval of Cold Moon Student House Management your guest may be permitted to stay overnight for more than 4 nights in a semester with a charge of \$35.00 per night. Management reserves the right to revoke guest privileges if there is a conflict with social conduct or other rules.

Residents may be evicted if their guests cause a disturbance to the floor or another resident. Guests may be asked to leave at any time by Management if they fail to abide by the Residence Rules and/or cause a disturbance.

No extra bedding is available and guests may not sleep in the lounge or common areas. No person may be the guest of more than one resident in succession.

Any violation of the overnight guest policy may result in eviction.

## **2.21 Key Cards- Lost, Unauthorized Possession and/or Use**

Key cards are the responsibility of the resident. If a key card is lost it must be reported immediately to Cold Moon Student House Management. A loaner key card will be given for a maximum of 48 hours. If keys are considered lost, there is a non-refundable fee for the replacement of the key card as well as the cost of changing the door lock, if required. These charges may vary. See the Manager for more details. All key cards to accommodation in Cold Moon Student House shall, at all times, remain the property of

Cold Moon Student House and may not be duplicated. We reserve the right to charge and collect a refundable key card deposit of \$50.00 per key card.

Assigned key cards must be returned to the office when you move out. Penalty charges will accrue until all assigned key cards are returned.

Unauthorized possession or unauthorized use of key cards is prohibited and may result in eviction. You may enter another person's accommodations in Cold Moon Student House only with their permission and, then only by authorized use of an issued key card.

Tampering with or disabling a door's locking mechanism or propping open a locked door and leaving it unattended is prohibited. You agree that you will not place any additional locks on any door in Cold Moon Student House without our prior written consent. Violation may result in eviction

## **2.22 Pets**

No pets/animals/insects/reptiles/fish etc. of any kind are permitted to reside at Cold Moon Student House. The only exceptions are dog guides for residents with a documented relevant disability. If a resident is found with a pet, he/she will be required to remove the pet immediately and will be assessed a fumigation fee if necessary. Violation may result in eviction.

## **2.23 Playing Sports or Sporting Activities**

You are not permitted to play physically active games, including but not limited to, ball hockey, football, golf, soccer, throwing a ball, frisbee, hacky-sac, water fights, bicycling, skateboarding, inline skating etc. inside Cold Moon Student House building. Violation may result in eviction.

## **2.24 Prohibited Areas**

You are not permitted access to unauthorized areas unless accompanied by a representative from Cold Moon Student House. This includes areas not normally used by persons other than staff, and includes but is not limited to, roof tops, mechanical rooms, hot water tank rooms, or any area marked "off limits to unauthorized personnel" or "staff only" etc. Accessing these areas is prohibited and may result in eviction and/or referral to the RCMP.

## **2.25 Removal of Cold Moon Student House Property**

Removing furniture or property out of or into bedrooms, lounges and other common areas without permission of Cold Moon Student House Management is not permitted. Taking property out of the area without permission of the Manager is considered theft and may result in being charged for the missing items, eviction and referral to the RCMP.

## **2.26 Room Use for Commercial Purposes**

Use of Cold Moon Student House property, which includes but is not limited to, the building, parking lot and surrounding grounds, mailbox and telephone or data connection for any commercial purpose is prohibited.

## **2.27 Safety/Fire Equipment**

Fire equipment includes sprinklers, smoke detectors, heat sensors, fire exit signs, fire extinguishers, pull stations, hoses, alarm bells and any other safety equipment necessary to safeguard residents. Handling, using or interfering with any fire or safety equipment for any reason other than in an emergency is prohibited and may result in eviction. Unintended interference with safety equipment (i.e hanging objects from sprinkler heads, striking safety equipment with an object) may also result in eviction and the cost of damages associated with the incident.

You are required to evacuate the building in the event of a fire alarm or other emergency. Failure to evacuate during these situations could result in disciplinary action.

Emergency evacuation procedures are posted in every hallway including a floor plan of the building with nearest exits marked. Please inform Management if you do not have this important information. Periodic emergency drills may be performed with residents at Cold Moon Student House.

## **2.28 Scents**

Mothballs and camphor are prohibited in Cold Moon Student House. Strong scents that may be found offensive to members of the community and may also trigger allergic sensitivity. You may be asked to refrain from using such items.

## **2.29 Smoking, Incense, Open Flames, Heat Sources**

All interior and exterior areas of the building and property are Non-Smoking which includes but is not limited to the smoking of cigarettes, cigars and marijuana. Violating the smoking policy will result in eviction.

You agree not to do anything that would increase the risk of fire to Cold Moon Student House. Smoking and/or burning of incense or candles is not permitted in the building.

Open element appliances, including but not limited to, hot plates, toasters, kettles, toaster ovens, are not permitted in any areas except for kitchens.

### **2.30 Theft**

Theft or possession of another person's property without permission is illegal and may result in eviction and/or referral to the RCMP. To help stop theft, keep valuables secured, curtains and doors closed. Do not leave clothes unattended in the laundry room and do not leave personal belongings in common areas.

### **2.31 Unauthorized Parties**

A "party" is any gathering where alcohol is being consumed as one of the primary activities of the gathering, or if music is a major part of the atmosphere and the volume is such that it is too loud to be defined as "background music". Defining a gathering as a "party" is ultimately the discretion of Cold Moon Student House Management. No parties may be held on weeknights, Sunday through Thursday.

The number of people in an individual's room or unit at any one time must not exceed the room capacity established by Cold Moon Student House and/or the fire codes.

I have read and I agree to the terms of this Rental Agreement (Part 1). I have also read and agree to abide by the rules for residents in Cold Moon Student House (Part 2).

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Signature

Print Name

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Date