

# Regulation of HEC Montréal’s Darlington Residences

## Appendix of the Lease

*\*This document is a translation of the original French provided for our Anglophone students in order that the students may understand their lease requirements. In case of disagreement, the French version of this document prevails\**

*\*\*The masculine gender is used in these rules solely for succinctness and refers to both men and women\*\**

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**1. Purpose**

These rules are intended to introduce the student-tenant of HEC Montréal’s residence to his rights and obligations so that every resident can benefit from a safe environment that is suitable for study and rest.

These regulations are an integral part of the lease. By signing the lease, the student-tenant acknowledges having read and accepted the regulations presented below.

The student-tenant must respect other regulations of the school including the Code of Conduct for students at HEC Montréal, the regulation on the student's statement of account, the policy on information security and the Regulation on student activities and alcoholic beverages.

## **2. Renting Priority**

HEC Montréal gives priority to full-time students from outside Canada to rent a room in the residence.

## **3. Definitions**

### *3.1 Private areas*

The words "private areas" refer to areas reserved for the exclusive use of the student-tenant (single room and locker in the storage room).

### *3.2 Shared areas*

The words "shared areas" refer to areas accessible to all tenants of one apartment (eg. bathrooms, corridors of the apartment, kitchen, living room, and if applicable, the balcony).

### *3.3 Common areas*

The words "common areas" refer to areas accessible to all tenants of the residence (eg. Corridors, stairways, community room, laundry room, storage room, grounds and other public spaces in the residence).

## **4. Lease**

### *4.1 Lease inclusions*

The lease includes access to the private area, shared areas and common areas and also includes the following elements:

- Room contains a single bed frame, a single bed mattress, a mattress cover, a bedside table, a wardrobe, a desk, a desk lamp, a desk chair and curtains;
- The living room has a two seater sofa, a coffee table, a dining table and chairs;
- The kitchen is equipped with a sink, stove and refrigerator with freezer;
- The bathroom includes a shower, a toilet and a sink.

In addition, the lease includes the following services:

- Heating, electricity, hot water;
- High speed Internet access;

- A locker in the storage room on the ground floor for each resident. To that effect, the resident will provide his own lock;
- Access to a laundry room (coin-operated washer and dryer);
- Housekeeping that will service the common areas;
- A support and activity service;
- A mailbox per apartment in the lobby.

Moreover, some services are optional and allocated on a first come, first serve basis:

- Free bicycle spots;
- Fee-based vehicle parking spots.

#### *4.2 Lease duration*

The lease is valid for nine (9) months, from August 15<sup>th</sup> to May 15<sup>th</sup> of the following year.

Residents can stay in their homes for the duration of their lease, including the period of the Christmas holidays, Easter and school breaks.

It is possible to extend the lease for a period of three months on the condition of paying the set weekly rate in effect at that time. However, Student Services reserve the right to refuse a request for extension.

The residency is offered for one academic year. Students who have lived one year in the residence must subsequently find an apartment elsewhere in Montréal for the following years.

However, exchange students are allowed to rent a room for the duration of their stay in HEC Montréal. In that case, their lease would either be valid from August 15<sup>th</sup> to December 31<sup>st</sup> or January 1<sup>st</sup> to May 15<sup>th</sup> depending on their exchange semester.

#### *4.3 Room assignment and relocation*

Student Services of HEC Montréal are responsible for the final room assignment and the student-tenant agrees to accept this assignment and to take an active role in getting along with each of his roommates. Only Student Services may authorize a change of room or apartment. When the situation requires, the Student Services reserve the right to relocate a resident during the lease term.

#### *4.4 Occupancy*

The student-tenant whose name is on the lease is the only person allowed to occupy the room assigned to him. He cannot sublease, lend or assign the lease to another individual without the permission of Student Services. Furthermore, no cohabitation is permitted.

#### *4.5 Payment of rent*

Payment of the rent is due on the 15th day of each month. The student-tenant is responsible for ensuring that monthly rent payments are received by HEC Montréal without further notice on the scheduled due date for the entire duration of the lease.

Payment may be made by the means usually available to students of the school.

No rent reduction will be allocated during the period of the Christmas holidays, Easter and school holidays nor for unused services by the student-tenant.

#### *4.6 Overdue Accounts*

A monthly rental payment that is late by more than 21 days may result in termination of the lease as well as administration and termination fees. The Regulation on the student's account statement applies to any overdue accounts.

#### *4.7 Additional fees*

In case of damage, HEC Montréal will perform the work or repairs and the student-tenant will be charged accordingly. Failure to respect residence regulations could lead to penalties.

#### *4.8 Lease termination*

The lease is a legal contract and cannot be canceled unless:

- The termination request is received prior to the occupation of the premises;
- The student is no longer enrolled in any courses at HEC Montréal;
- The student is expelled from the residence for non-compliance of the regulations.

Then, the student-tenant will be released from his obligations but a penalty equivalent to one month's rent will be imposed.

In all other cases, no cancellation is possible and the student-tenant is responsible for the lease obligations for the entire duration of the lease. A student may, however, with the agreement of Student Services, sublet his room with another student from HEC Montréal.

Any request for lease cancellation must be made either by sending an email to [residence@hec.ca](mailto:residence@hec.ca) or by writing in hard copy to Student Services at HEC Montréal. The receipt date of the request will be considered as proof of the date of lease termination.

#### *4.9 Departure*

An inventory checklist, approved by the student-tenant, will be made on arrival and on departure of the residence. At the end of the lease, the student-tenant agrees to return the both private and shared areas to their original state. Thus, he must:

- Remove all personal belongings;
- Clean all private and shared areas.

He must also:

- Hand deliver his magnetic card to the Security Service of HEC Montréal, unless another agreement has been made;
- Change his address as soon as possible. Please note that Canada Post does not accept redirection of mail from a student-tenant when moving out.

A fee will be claimed from the student-tenant if the state of the apartment is found deficient (eg. Dirt, damage, missing items, repairs not made in accordance to regulations, etc.).

HEC Montréal will not hold any items found in the residence after the departure of the tenant and does not assume responsibility for any items found. Abandoned items will be donated to a charitable organization.

## 5. Site Inspection

A representative of Student Services will check the rented premises regularly in order to verify the general condition and compliance with rules regarding hygiene, cleanliness and safety. Prior to inspection, a verbal or written notice of 24 hours will be given to the student-tenant.

## 6. Rules for living in the residences

The residence is dedicated to being a safe environment and favorable atmosphere for study and rest. A basic rule for living in residence is the **respect for self and others**.

### 6.1 Display and decoration

It is permitted to decorate the private areas and shared spaces to make them more pleasant while respecting the integrity of these areas. The student-tenant can affix pictures or posters on walls, but must should use a reusable and clean adhesive that will not damage wall surfaces. Messages, pictures or decorations of an obscene, sexist, racist, or discriminatory nature will not be tolerated.

Decoration of public areas and doors is not permitted. The National Fire Code does not allow posted signs on the outside of apartment doors due to fire hazard.

### 6.2 Animals

The student-tenant cannot bring in or keep an animal in the residence. The sole exception is visitors with disabilities who may be accompanied by a service animal.

### 6.3 Noise

Student-tenants and their visitors must respect the right to peacefulness of all residents and neighbors of the residence. Thus, excessive noise in the field or from the residence, should be avoided, especially between the hours of 11 p.m. and 8 a.m.

Student-tenants and all visitors must:

- Use discretion with TVs, radios, stereo systems or any other sound devices;
- Be discreet when circulating in the corridors.

#### *6.4 Magnetic card*

A magnetic card will be given to the student-tenant on arrival. This card will allow him to open the main door of the residence and that of his apartment.

The student-tenant agrees, when absent, to always lock the door of his apartment and close the windows to protect the residence. The main entrance door of the residence will be locked at all times.

If the student-tenant loses his magnetic card, he must promptly notify the Security Service and pay costs for its replacement. It is strictly forbidden to reproduce the card or to modify the lock.

#### *6.5 Traffic within the residence*

The use of bicycles, inline skates and skateboards is prohibited inside the residence.

#### *6.6 Corridors and stairs*

For safety reasons, no one shall obstruct free passage in corridors and on stairs by leaving objects such as shoes, furniture, bicycles, etc. Any object left in these places will be removed without notice.

#### *6.7 Mail*

Each apartment has a mailbox located in the entrance of the residence hall that will be shared with all student-tenants living in that apartment. The mailing address is:

*Name of the tenant*  
*Number of the apartment*  
*Résidence étudiante de HEC Montréal*  
*5714 avenue de Darlington*  
*Montréal (Québec)*  
*H3S 2H7*

The postal service is provided by Canada Post and HEC Montréal cannot be held responsible for mail delivery.

#### *6.8 Housekeeping*

The student-tenant shall maintain the premises in an acceptable state of cleanliness. He is responsible for the maintenance of his private areas and is, together with his roommates, responsible for the maintenance of shared areas of the apartment. Thus, roommates shall share in household chores such as cleaning the living room, kitchen and bathroom.

The housekeeping of the common areas (main hall, laundry, common room, corridors, stairs, ground etc.) is serviced by HEC Montréal.

A cleaning fee will be charged to any tenant who leaves his room or his apartment in an unacceptable state of cleanliness during the stay or upon departure.

### *6.9 Outdoor areas (balconies and grounds)*

Student-tenants can gather on the residence grounds. However, it is forbidden to leave furniture outside or to throw objects from the residence. In addition, large gatherings, on balconies or on the residence grounds, are not allowed.

### *6.10 Emergency Evacuation*

The student-tenant will comply with the emergency evacuation plan and participate in any emergency drills.

### *6.11 Harassment*

The Civil Code of Québec states that no one may harass a student to restrict his right to a peaceful enjoyment of the premises or to induce him to leave his room.

### *6.12 Integrity of premises and equipment*

The student-tenant agrees not to make any changes or modifications in the residence. Thus, it is prohibited:

- To install, alter or make an addition to an electrical, networking or telephone installation.
- To repaint, to perforate or to redecorate any of the walls, ceilings, floors or furniture from the residence.

The student-tenant is required to protect the house against cold, frost and bad weather by ensuring that doors and windows are closed. For the sake of saving energy, he must also turn off lights and lower the temperature upon leaving his apartment.

In addition, the student-tenant must keep all furniture, equipment and any items made available by HEC Montréal in a good state of repair and he should leave furniture from shared spaces and common areas in place for common use by all tenants.

### *6.13 Insects and pests*

The residence is inspected by a specialized firm before the arrival of student-tenants and after their departure to ensure that there are no insects or pests within the residences. The student-tenant must notify Student Services as soon as possible of any insects or vermin in his room or in any other area of the residence.

HEC Montréal is committed to inspect and treat the area as soon as possible.

If the student-tenant fails to report such a problem in due time, any extermination costs incurred by the school will be his responsibility.

### *6.14 Furniture*

The student-tenant can personalize his space, but he cannot replace or add large furniture. Thus, it is forbidden to bring the following large items to the residence: washers, dryers, refrigerators, freezers, stoves, air conditioners, beds, mattresses, or chairs.



However, he can bring the following small items: a microwave oven, a TV, a fan, a lamp, or a toaster.

#### *6.15 Garbage and recyclables*

The student-tenant must put his garbage in plastic bags and place them in the bins provided for this purpose. For safety reasons, it is forbidden to accumulate waste in the rooms or in any other place at the residence.

Recyclable materials such as cardboard, paper and glass are to be deposited in the bins provided for this purpose.

#### *6.16 Food Preparation*

Due to fire hazard, frying will not be permitted in the residence. In addition, the student-tenant agrees not to use any device in his room for cooking, roasting or heating foods because the electrical and ventilation systems do not allow it.

#### *6.17 Repairs*

Any damage, defect or deterioration of the premises or property must be reported promptly to Student Services. Any urgent damage must be reported immediately to the Facilities Management Service and, or if you cannot join them, to the Security Service.

#### *6.18 Hazardous substances and objects*

It is prohibited to introduce, retain or use in the residence, on balconies or on the grounds the following devices and objects:

- any substance that is explosive, flammable, corrosive or otherwise damaging;
- candles or open flame devices;
- wood, gas, coal or electric barbecues;
- any device requiring the use of combustible materials;
- stoves or portable stoves;
- additional heating systems;
- guns, weapons, or toy guns.

#### *6.19 Security Systems*

It is strictly forbidden to trigger the alarm system and to use fire extinguishers and fire hoses unnecessarily. Negligent handling or damage to fire prevention equipment and emergency systems, including fire alarms, are liable to prosecution, expulsion from the residence, and financial penalties.

#### *6.20 Telecommunications*

Each tenant must comply with IT resource usage rules of the School as published in the Information Security Policy. Among other rules, it is forbidden to use the residence's telecommunications tools for commercial or for illegal purposes.

## 6.21 *Visitors*

Visitors will be allowed in the residence only as the guests and in the presence of student-tenants during the following times:

- From 11 a.m. to 12 p.m. Sunday through Thursday;
- From 11 a.m. to 2 a.m. Friday and Saturday.

Each resident is responsible for the behavior of his visitors and visitors are subject to the same regulations as student-tenants.

## **7. Tobacco, alcohol, drugs, solicitation and gambling**

### *7.1 Tobacco*

It is forbidden to smoke or use electronic cigarettes on the premises of the residence. This rule applies to residents and visitors in private spaces, shared spaces, public areas, and balconies.

### *7.2 Alcohol*

In Quebec, the legal age to consume alcohol is 18.

Consumption of alcoholic beverages is a personal choice. However, HEC Montréal encourages its students to adopt safe and responsible behavior.

To be in a drunken state can in no case serve as an excuse or pretext for the violation of the lease of the residence regulations or municipal, provincial and federal laws.

### *7.3 Drugs*

The possession, consumption, or traffic of drugs in any form whatsoever, is prohibited in Canada and automatically result in expulsion from the residence as well as legal sanctions.

### *7.4 Solicitation and gambling*

Any kind of trade, solicitation, or gambling are prohibited in the residence and its grounds.

## **8. Damages and offenses**

The student-tenant will be held responsible for any damage that caused by his actions, his fault, his imprudence or his negligence to private, shared or common areas of the residence or to any residence furniture.

The student-tenant responsible for any damages will be required to pay a fee for the refurbishment of the premises and for any repairs.

Tenants of an apartment shall be jointly and severally liable for any damage caused to their shared space if it is not possible beyond a reasonable doubt to attribute the fault to one of them.

Moreover, any student-tenant convicted of an offense under the [Code of Conduct for students from HEC Montréal](#) or a breach to the rules of the residence is liable to receive an eviction notice and suffer the legal consequences of his actions.

## **9. Discipline and regulations**

Student Services will take appropriate action in the case of non-compliance by a student-tenant of laws in force in Canada, of the lease or of this Regulation. The offense, if any, will be treated according to the procedure prescribed in the [Code of Conduct for students from HEC Montréal](#).

## **10. Responsibilities**

### *10.1 Responsibility of the student-tenant*

Each student tenant is fully responsible for his personal belongings. He is also responsible for any damage he may cause to others through the negligence or misuse of his own property (fire, theft, vandalism, water damage, etc.)

HEC Montréal accepts no liability to the student-tenant or to any other person for the loss, destruction or theft of items brought, left or deposited in the residence areas (room, apartment, corridors, community hall, warehouse, etc.) or in the field.

### *10.2 Responsibility of Student Services*

The university residence HEC Montréal is the responsibility of the Office of Student Services. It is mandated, jointly with the Security Service, to ensure the application of this Regulation.

Student Services of HEC Montréal will offer, in all confidentiality, support for the resolution of any disputes between residents.

The rules of the residence may be changed at any time and without notice by Student Services at HEC Montréal.

### *10.3 Responsibility of HEC Montréal*

HEC Montréal is responsible for providing a safe environment for student-tenants of the residence.

However, HEC Montréal assumes no responsibility towards the student-tenant, or any other person, for fire or damages suffered or caused by the fault of a tenant or a third-party located in the residence or on the residence grounds.

In addition, HEC Montréal accepts no responsibility for any accidents that may occur to the student-tenant or to any other person, in private areas or in any other area of the residence or on the residence grounds.