

REGULATION NO. 6

REGULATION ON STUDENT RESIDENCE HALLS

Entity in charge: Student Affairs and Communications Management

ADOPTED BY THE BOARD OF DIRECTORS

January 26, 2021

AMENDMENTS

TABLE OF CONTENTS

CHAPTER I—OBJECTIVES AND PRINCIPLES.....	5
Section 1—Objectives.....	5
Section 2—Principles.....	5
CHAPTER II—DEFINITIONS.....	5
Section 3—Definitions.....	5
CHAPTER III—GENERAL PROVISIONS.....	6
Section 4—Use of the premises.....	6
Section 5—Keys, access card and access to the residence.....	6
Section 6—Posting and maintenance of the residence in good condition.....	7
Section 7—Cooking and use of kitchens.....	7
Section 8—Trash and recycling.....	8
Section 9—Noise.....	8
Section 10—Guests and visiting hours.....	8
Section 11—Accommodation.....	8
Section 12—Alcoholic beverages.....	8
Section 13—Tobacco use.....	9
Section 14—Use and sale of prescription or recreational drugs.....	9
Section 15—Entreaty.....	9
Section 16—Animals.....	9
Section 17—Parking.....	9
Section 18—Locomotion in the residence hall.....	9
Section 19—Access of the lessor to apartments and rooms.....	9
Section 20—Other obligations.....	10
Section 21—Closing.....	10
Section 22—Damages caused by lessees.....	10
Section 23—Sanctions.....	10
Section 24—Information.....	11

Section 25—Liability—insurance 11

CHAPTER IV—APPLICATION OF THE REGULATION 11

Section 26—Application of the regulation 11

CHAPTER V—FINAL PROVISIONS 11

Section 27—Entry into force and revision 11

Chapter I—Objectives and Principles

Section 1—Objectives

This regulation aims to properly inform and restrict residents concerning the operation of residence halls. The CEGEP wants residents to have a constructive and positive experience based on respect, civic-mindedness and the art of living together. All lessees have the right to find a peaceful place in residence halls. We have established this regulation in this spirit and its respect constitutes an essential condition to maintain the lease agreement between the lessee and the lessor. Accordingly, this time spent in the Student Residence Hall will contribute to develop the personal foundations that will allow residents to interact positively with others throughout their lives. Even though we intend this regulation especially for our student population, it also applies to any student or non-student lessee who lives in residence halls.

Section 2—Principles

All lessees must adapt their behaviour to the requirements of the common good, especially with respect to this regulation and through compliant use of equipment. This regulation is an integral part of the dwelling lease agreed upon by the lessor and any lessee in addition to the provisions planned in the *Civil Code of Quebec* (S.Q. 1991, c. 64). We will present this regulation to the student before he or she signs the lease.

Chapter II—Definitions

Section 3—Definitions

In this regulation, unless the context signifies otherwise, we mean the following by

- a) **Act:** *General and Vocational Colleges Act*
- b) **CEGEP:** acronym for *Collège d'enseignement général et professionnel de l'Abitibi-Témiscamingue* (Abitibi-Témiscamingue College of General and Vocational Education)
- c) **Lessee:** any student who signs an updated lease that concerns housing in a CEGEP residence hall or any person who has rented a room, an apartment or another unit of student residences
- d) **Lessor:** the Cégep de l'Abitibi-Témiscamingue as the owner and its representative, who is responsible for the application of this regulation
- e) **Regulation:** this *Regulation on Student Residence Halls*, which concerns the rules connected to the enjoyment, use and maintenance of apartments and areas of common use as required by Section 1894 of the *Civil Code of Quebec* (S.Q. 1991, c. 6)
- f) **Residence:** any place in the student residences, including common areas (kitchen, bathroom, laundry room, main lounge, etc.) and private spaces (room, apartment or another unit).
- g) **Student:** any person registered in a technical or preuniversity education program as defined by *College Education Regulations*

Chapter III—General Provisions

Section 4—Use of the premises

The lessee commits to

- a) immediately indicate any damage, defect or fault that could affect the rented place as soon as he or she arrives.
- b) state any damage, defect or fault that could affect the rented place as soon as he or she has noticed it and do so throughout the whole duration of the lease.
- c) maintain the rented place in the same state as upon the time of arrival as well as ensure the cleanliness and order in his or her room.
- d) use fire extinguishers and the fire alarm system in a compliant manner.
- e) indicate any problem related to the presence of insects.
- f) store nothing such as furniture, household appliances, sports equipment, shoes, etc., in common hallways or in public places.
- g) make no change, modification, addition of equipment (furniture) or any other such thing to the premises without written consent from the owner.
- h) not damage walls when posting things such as a poster, a frame, a hook or any other thing in his or her room.
- i) not throw anything through the windows, air wells or skylights. You must dispose of all trash in a trash can or any other appropriate place.
- j) not keep any firearms or air guns, including pellet guns or imitation weapons, in the rented place for any reason whatsoever.
- k) not use or keep candles or flammable, explosive, corrosive or any other potentially harmful substances.
- l) not install an air conditioner or a back-up heater.

Section 5—Keys, access card and access to the residence

We strictly prohibit all lessees from lending their keys to anyone or making copies of them.

Loss or non-return of keys at the end of the lease will entail replacement fees for the lessee.

We prohibit lessees from changing a lock or installing a mechanism that restricts access to an apartment and/or a room.

We prohibit you from putting an object in common entryways and exits; the latter must remain closed or locked all of the time unless otherwise specified by the manager of Student Residence Halls.

The lessee commits to closing and locking the door and windows when he or she leaves the rented premises.

Section 6—Posting and maintenance of the residence in good condition

We strictly forbid you to write, make graffiti or draw on property of the rented place. We forbid you to permanently or temporarily modify or damage the property of the rented place, including the furniture.

We strictly forbid you to put up information in windows (public notices or posters, for example) or to put up or suspend any other decorative material.

Section 7—Cooking and use of kitchens

We strictly prohibit lessees from frying food in the residence hall with any type of cooking equipment (deep fryer, pan, pot or any other type of equipment that allows one to fry food).

We forbid you to use a gas, electric or charcoal grill (barbecue) at the residence hall, which includes all outdoor places (balconies and yard of the residence hall).

The lessee must **constantly ensure the cleanliness of his or her food preparation and cooking space.**

7.1 This section applies only to the Female Students' Residence Hall

555 du Collège Boulevard

- We do not allow the cooking of food in rooms, and this is so without exception. We have set up shared kitchens and put them at the disposal of lessees for this purpose.
- We have implemented a kitchen maintenance procedure, and you must respect it. You must clean, pick up, gather and put everything away after use of the space. We have put tools at the disposal of students with the objective of having them assume this responsibility. We offer support and follow-up to this end.

7.2 This section applies only to the Male Students' Residence Hall

425 du Collège Boulevard

- We allow the cooking of food in rooms.

7.3 This section applies only to Residence Hall Apartments

737–747–757–767 Tardif Street

- We do not allow the cooking of food in rooms, and this is so without exception. We have set up shared kitchens and put them at the disposal of lessees.
- You must establish a kitchen maintenance procedure among roommates, and you must respect it. Its implementation is mandatory, and everyone must respect it.

Section 8—Trash and recycling

Lessees from the Female Students' Residence Hall and Male Students' Residence Hall must put their trash and recycling in the bins located on each of the floors.

All lessees from apartment residences must put their trash and recycling in the outdoor bins planned for this purpose.

The lessee must make sure that he or she disposes of his or her trash or recycling regularly and at the appropriate places.

Section 9—Noise

The noise that you make and the music that you play must respect the well-being and tranquility of your roommates **all of time**.

We do not tolerate any noise or gatherings in the residence hall or its grounds from 11:00 p.m. onward every night.

We prohibit musical instrument practice in rooms and common areas except in the main lounge.

Any lessee who gets home late must avoid making noise and bothering other lessees.

Section 10—Guests and visiting hours

Visiting hours take place each day from 9:00 a.m. to 11:00 p.m.

We prohibit visits beyond this schedule. Only lessees must be in the residence at other times.

Visitors must comply with the regulation in effect. All lessees must take responsibility for the behaviour of their guests.

The person who is visiting may be denied access to the residence hall if he or she does not respect this regulation.

Section 11—Accommodation

We prohibit lessees from putting up residence hall visitors for the night.

Section 12—Alcoholic beverages

We strictly prohibit the consumption of alcoholic beverages in public places such as common areas and grounds of the CEGEP associated to residence halls. We only allow the consumption of alcohol for persons of 18 years of age or older in their private units (rooms or apartments).

The *Regulation Regarding the Code of Conduct for the Student Population* restricts the consumption of alcoholic beverages.

Section 13—Tobacco use

We forbid you to smoke in the residence hall and on CEGEP grounds associated with residences. We submit e-cigarettes and any other devices of the same nature, including their accessories, to the same regulations as tobacco products.

The *Regulation Regarding the Code of Conduct for the Student Population* restricts the use of tobacco.

Section 14—Use and sale of prescription or recreational drugs

We prohibit anyone in our residences and on CEGEP premises to possess, consume, give, offer, sell, distribute, receive a delivery of and encourage the use of drugs, including cannabis.

In order to specify the reality of cannabis in student residences, lessees must refer to the guidelines planned for this purpose.

The *Regulation Regarding the Code of Conduct for the Student Population* restricts the use and sale of prescription or recreational drugs.

Section 15—Entreaty

We prohibit any kind of business or entreaty as well as gambling in the residence halls.

Section 16—Animals

We strictly forbid the presence of animals in the residence unless an individual has a written authorization from the management of Student Affairs and Communications.

Section 17—Parking

In accordance with the *Regulation Relative to the Use of Rooms and Parking Lots of the Cégep de l’Abitibi—Témiscamingue*, any person who wishes to park a vehicle on CEGEP grounds must use the spaces planned according to the regulation in effect and the terms determined by the CEGEP.

Residents who have a parking sticker commit to respect the snow removal procedure. We will send this procedure to them before the first snowfall.

Section 18—Locomotion in the residence hall

We prohibit the use of bicycles, skateboards, in-line skates or any other mobile object in residence hall rooms and hallways for reasons of safety.

Section 19—Lessor’s access to apartments and rooms

Except in case of an emergency, the lessor must give all lessees a 24-hour advance notification of his intention to carry out work or have the room visited.

After he has given the planned advance notification, the lessor may proceed with an inspection of the room to check its cleanliness and the state of the premises.

Section 20—Other obligations

We will tolerate no violent gestures or words towards residence hall staff or other lessees.

Section 21—Closing

The lessor may, after a 24-hour advance notification to the lessee, partially or completely close residences for exceptional and major reasons: fire, flooding, etc.

Section 22—Damages caused by lessees

The lessee must yield possession of the apartment and/or the room upon lease expiration in the same state as that when he or she took possession of it.

In the opposite case, the lessee must refund costs incurred by the CEGEP to repair the apartment and/or room, in particular those related to cleaning, decontamination or repair.

The lessor may claim reimbursement of all damages caused to the rented apartment and/or room, the furniture that stocks it, the shared areas and walls, accessories and equipment after the lessee's misdeed, omission, negligence, carelessness or inability of any lessee or persons to whom he or she granted access to these premises.

Student Residence Hall Services will repair the damage at the expense of the lessee.

Section 23—Sanctions

The proposed disciplinary measures lie within the framework of a continuum of intervention. The manager of the residence hall may impose stricter measures according to the seriousness of the behaviour.

Whosoever contravenes a provision of this regulation is liable to a sanction that is proportionate to the seriousness of his/her act. Here are the planned sanctions:

- oral warning,
- written reprimand,
- imposition of repair fees after the damages caused and
- lease cancellation.

We put Notifications of Breach to this regulation in the student's file, where they remain in effect without interruption for the whole period in which the student lives in the residence hall. In cases where the student is a minor, a copy of the sanction will be sent to the parental authority.

The *Regulation Regarding the Code of Conduct for the Student Population* is also in effect in Student Residence Halls.

Section 24—Information

Lessees have the responsibility to assist and to participate in meetings and assemblies to which they have been convened.

Lessees have the responsibility of reading the information that we intend for them.

Section 25—Liability—insurance

The lessee or third parties cannot hold the lessor responsible for losses caused by theft and damages suffered or caused by the lessee's fault or that of third parties who might be on the premises or by things of which the aforementioned lessee has possession.

Furthermore, the lessor will not be responsible for accidents that could happen to the lessee or third parties in places currently rented or in any other part of the building except those that result from the lessor's fault, carelessness, negligence or the inability of the lessor's employees to act in the course of the performance of their duties.

The lessee is responsible for taking out an insurance policy at his or her expense that covers the loss or theft of her possessions as well as his or her civil liability towards others. Accordingly, the lessee must necessarily have liability insurance during the whole rental period at the Residence Hall.

Chapter IV—Application of the Regulation

Section 26—Application of the regulation

The management of Student Affairs and Communications is in charge of the application of this regulation, its revision and its implementation.

Chapter V—Final Provisions

Section 27—Entry into force and revision

27.1 Entry into force

This regulation enters into force at the beginning of the Autumn 2021 Semester. The Cégep de l'Abitibi—Témiscamingue recognizes that the *Act Respecting the Régie du Logement* restricts the rights and responsibilities of both the lessor and the lessee.

27.2 Revision

We will revise this regulation as needed or five years after its implementation at the latest.