

# Residence Agreement

Student Housing and Community Services

ACADIA PARK

2020.2021



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## Schedule “A”

### ACADIA PARK

#### TERMS AND CONDITIONS

This is a legally binding agreement between the Tenant and the University.

#### 1. Definitions

In addition to the terms defined in the Contract Confirmation and throughout this Agreement, the following general definitions apply:

“Commonsblock” means the building located at 2707 Tennis Crescent, Vancouver, BC Canada V6T 2C1;

“Landlord’s Office” means Student Housing and Community Services, The University of British Columbia, 2205 Lower Mall, Marine Drive Building 6, Vancouver, BC V6T 1Z4;

“Rent” means the Monthly Rent, plus all other sums, amounts, charges, fees, and monies payable by the Tenant to the Landlord pursuant to this Agreement, including, without limitation, all assessments, penalties, costs, interest, and amounts owing as a result of any breach of this Agreement;

“Residential Property” means the buildings, facilities and land owned by the Landlord and known collectively as the Acadia Park residential area including, without limiting the foregoing, the Commonsblock, the boundaries of the Residential Property are delineated on a map that can be found at: <https://vancouver.housing.ubc.ca/residence-property/>; and

“University,” “UBC” and “Landlord” mean The University of British Columbia.

Student Housing and Community Services is a department of the University and has the power and authority to act on behalf of the University in respect of this Agreement. References to Student Housing and Community Services refer to the University, acting through Student Housing and Community Services.

In the calculation of days in this Agreement, (e.g. where five (5) days’ notice must be given), the first day will be excluded and the last day included.

#### 2. Length of the Tenancy

In consideration of the rents, covenants, conditions and agreements to be paid, observed and performed by the Tenant, and the mutual agreements of the parties, the Landlord demises to the Tenant and the Tenant rents from the Landlord the Residential Premises, on the terms of this Agreement.

The tenancy is for a fixed term commencing on the Move-In Date and ending on the Move-Out Date (the “Term”). At the expiration or sooner determination of the Term, the Tenant will vacate and surrender the Residential Premises to the Landlord in the condition in which it was required to be kept pursuant to this Agreement.

#### 3. Rent

##### 1. Payment of the Rent:

The Tenant will pay to the Landlord the Monthly Rent, without any deduction, abatement or set off whatsoever, via the Online Service Centre at <https://secure.housing.ubc.ca>, or at the Landlord’s Office on or before the first day of each and every month during the Term. The Tenant will pay all other amounts comprising Rent, on or before the date(s) required by the Landlord.

Rent paid by someone other than the Tenant is deemed to be Rent paid on behalf of the Tenant.

Late payments may not be accepted. If a late payment is accepted, it will be subject to late payment fees as follows:

- » first late payment - \$25
- » second late payment - \$25
- » third late payment - \$50
- » fourth and any subsequent late payments \$75 each.

The Tenant will pay a \$35 service fee on any cheque returned by their financial institution for any reason.

The Tenant will pay all fees that may be imposed by the Landlord from time to time in respect of failed electronic financial transactions, including, without limitation, electronic funds transfers and Interac transactions where, after initial processing, the transaction is cancelled or voided due to insufficient funds.

Post-dated cheques will not be accepted without prior authorization by Student Housing and Community Services.

2. What is included in the Monthly Rent:

The following items are included in Monthly Rent:

- Heat
- Electricity
- Water
- Refrigerator
- Stovetop and oven
- Garbage dumpsters
- Window coverings
- Shaw Internet Service (Acadia High Rise only)
- Access to shared, user pay, card-operated laundry facilities located outside the Residential Premises

4. **Security Deposit**

The Tenant has paid to the Landlord a security deposit of an amount equal to one half of one month's Monthly Rent (the "Security Deposit"). The Landlord may, at its sole discretion, apply the Security Deposit to Rent owing by the Tenant to the Landlord arising from this Agreement or otherwise from the Tenant's occupancy of the Residential Premises.

Upon termination of this Agreement, whether by expiry of the Term or earlier termination, the Landlord will return to the Tenant the Security Deposit less any deductions made by the Landlord, within sixty (60) days of the Tenant's departure. Student Housing and Community Services will provide a written summary of the reason(s) for any deductions from the Security Deposit.

The Tenant may appeal any deduction from the Security Deposit by writing to the Residence Life Manager, setting out the grounds for appeal, within fifteen (15) days of the Tenant's receipt of the written summary. Upon receipt of an appeal, the appeal will be reviewed and decided upon by the Residence Life Manager, who will then notify the Tenant whether any adjustments will be made to the Security Deposit deduction. The Residence Life Manager's decision is final.

5. **Breach or Non-performance**

If at any time:

1. the Tenant does not make any payment of Rent within five (5) days of when it is due and payable, or
2. the Tenant or any of the Occupants of the Residential Premises breach or fail to observe or perform any other covenant, agreement or obligation in this Agreement,

then the Landlord, in addition to any other available remedies, may at its option, without prior notice, immediately re-enter and take possession of the entire Residential Premises by force if necessary, remove all persons and property and use such force and assistance as the Landlord deems necessary to recover possession of the Residential Premises. No re-entry by the Landlord operates as a waiver or satisfaction, in whole or in part, of any right, claim or demand of the Landlord arising out of, or connected with, any breach, non-observance or non-performance of any covenant or agreement on the part of the Tenant. If the Landlord exercises its option to re-enter and take possession of the Residential Premises, the Tenant remains liable under this Agreement for all amounts then or thereafter due and payable to the Landlord, including without limitation outstanding Rent (which includes assessments, damages, costs or other monetary amounts owing pursuant to this Agreement).

## **6. Occupants**

The Tenant represents and warrants that the Occupant(s) listed in the Contract Confirmation are members of the Tenant's Family (as defined in section 7 below). The Tenant will not permit any person other than the Tenant and the Occupants to reside in the Residential Premises without the prior written consent of the Landlord. The Tenant agrees to advise the Landlord in writing within ten (10) days of any of the Occupants ceasing to reside in the Residential Premises.

The Tenant is responsible for the behaviour of the Occupants of the Residential Premises, and any behaviour by any of the Occupants that breaches a term of this Agreement is deemed to be a breach of the Agreement by the Tenant. Without limiting the foregoing, the Tenant is responsible for the actions of his or her children while on the Residential Premises or Residential Property. The failure of an adult Occupant to participate in and comply with any University investigation required pursuant to this Agreement, is deemed to be a breach of the Agreement by the Tenant.

## **7. Eligibility**

### **1. In this Agreement:**

“Child” means a person who has not yet attained his or her 19th birthday who resides full time in the Residential Premises for at least ten (10) months of any calendar year.

“Family” means two persons lawfully married with or without a Child, or two persons in a marriage-like relationship with or without a Child, or a single Parent with a Child, or a pregnant person.

“Parent” means a Child's biological parent, legally-adoptive parent, or legally-appointed guardian who has custody of a Child.

### **2. Residency in the Residential Premises is restricted to students of the University and their Family. It is a fundamental condition of this Agreement that the Tenant:**

- a) be and remain registered in a minimum of 9 credits per term in UBC undergraduate credit courses during the 2020-2021 Winter Session; Notwithstanding the above, distance education courses that do not require classroom attendance on the Point Grey campus cannot be included in the calculation of credits; or
- b) be and remain registered in a full-time graduate program in the Faculty of Graduate and Postdoctoral Studies. For the purposes of this Agreement registration in a graduate program ends on the “Program Completion and Closure Date” which is the date the University considers the Tenant's academic program to be concluded. This is different from the date of the Tenant's convocation; or
- c) has been granted permission in writing from the Associate Director, Residence Admissions and Administration of Student Housing and Community Services; and
- d) in all cases, be and remain living with their Family in the Residential Premises and all of the Occupants be and remain members of the Tenant's Family.

3. The Tenant will provide to the Landlord, within ten (10) days of a written request, evidence satisfactory to the Landlord that all persons who occupy the Residential Premises are the Occupants listed on the Contract Confirmation and/or to whom the Landlord has consented to residing in the Residential Premises pursuant to section 6 and are members of the Tenant's Family.
4. If the Tenant, by a change in their status as a student, full-time employee, Parent or member of a Family, no longer meets the eligibility requirements set out in this section 7, (examples include but are not limited to ceasing to be a full-time student, or loss of custody of children) he or she will within seven (7) days of such change notify the Landlord and provide at least one month's notification to vacate the Residential Premises (in compliance with section 8).
5. If any of the Occupants no longer meet the eligibility requirements set out in this section 7, the Tenant will within 30 days of such change cause that Occupant to cease residing in the Residential Premises.
6. The use of any false or misleading information in any application for residency in the Residential Premises is a breach of this Agreement.

#### **8. Departure prior to Move Out Date**

The Landlord may accept the Tenant's request to terminate this Agreement prior to the Move-Out Date if all of the following conditions are met:

1. The Tenant has provided at least one month's notification of his or her intention to vacate the premises, such notice to be delivered to the Landlord on or before the last business day of the month prior to the month of departure. (For example if the last day of occupancy is July 31, the Tenant will deliver the notice form to the Landlord no later than the last business day in June.); and
2. The proposed end date is on the last day of a calendar month; and
3. Notification to the Landlord has been submitted to the Landlord's Office either via the Online Service Centre at <https://secure.housing.ubc.ca>, or on the form provided by the Landlord for such purpose which is available at the Landlord's Office during regular business hours (8:15 am to 5:00 pm). The form must be fully completed and signed by the Tenant.
4. Should the Tenant vacate the Residential Premises prior to the Move-Out Date without providing the notification as outlined above the Tenant shall pay to the Landlord Rent equal to the lesser of:
  - a) two months Monthly Rent; or
  - b) the Monthly Rent, calculated on a daily basis, payable for the period of time from the date of the Tenant's departure until the contract start date for the next tenant to occupy the Residential Premises.

#### **9. Guests**

The Tenant is responsible for the behaviour of all Occupants and all guests of the Tenant and/or the Occupant(s) in the Residential Premises and on the Residential Property. Any behaviour by a guest that breaches a term of this Agreement is deemed to be a breach of the Agreement by the Tenant. The Tenant or an adult Occupant must be staying at the Residential Premises while guests are present.

No guest, or series of guests, may stay at the Residential Premises for more than 14 nights in any 30-day period without the prior written consent of the Landlord.

#### **10. Vacating**

The Tenant will provide vacant possession of the Residential Premises, follow all check-out procedures, and return all keys to the Residential Premises, no later than 12:00 pm (noon) of the Move-Out Date unless prior written authorization to do otherwise has been received from the Landlord.

Vacant possession means removing all persons and the Tenant's personal possessions from the Residential Premises and Residential Property. If the Tenant fails to provide vacant possession when required pursuant

to this Agreement then in addition to the Landlord's other remedies, the Tenant will pay all the Landlord's costs arising from such failure to vacate including, without limitation, the cost to the Landlord incurred to clean the Residential Premises and to provide hotel and meals for the incoming tenant, and that tenant's family, who is scheduled to take possession of the Residential Premises.

The Tenant acknowledges that in the case of any of the Tenant's or an Occupant's personal property remaining in the Residential Premises or elsewhere on the Residential Property after the Tenant provides the Landlord with vacant possession, the Landlord will remove and dispose of the Tenant's and the Occupant's personal property without compensation to the Tenant or any Occupant(s). The Tenant agrees that the Landlord will be under no obligation to store any such belongings remaining in the Residential Premises or on the Residential Property or to sell them or otherwise recover their value.

#### **11. Abandoned Premises and Personal Property**

The Landlord and Tenant agree that the Residential Premises and the Tenant's and any Occupant's personal property may be deemed by the Landlord to be abandoned when:

1. a substantial amount of the Tenant's and Occupant's personal property is removed and the Rent is unpaid after the date that it is due; or
2. the Tenant's Rent is unpaid after the date it is due and the Landlord has not received a response from the Tenant for a period of 14 days after sending a notice to the Tenant.

The Landlord and the Tenant agree that if the Residential Premises is abandoned the Landlord may re-enter the Residential Premises and, in addition to any additional rights the Landlord may have, the Landlord may re-rent the Residential Premises. In that event, re-entry may be made without notice to the Tenant and without liability for damage or prosecution.

The Tenant acknowledges that in the case of abandonment, the Landlord will remove and dispose of the Tenant's and the Occupant's personal property without compensation to the Tenant or any Occupant(s). The Tenant agrees that the Landlord will be under no obligation to store such belongings or to sell them or otherwise recover their value.

#### **12. Condition of Unit**

1. The Tenant will maintain ordinary health, cleanliness and sanitary standards throughout the Residential Premises. The Tenant shall maintain the exterior of Residential Premises in a reasonable state of tidiness which shall include, without limitation, refraining from displaying any signage on the exterior of the Residential Premises and the Residential Property.
2. The Tenant is responsible for the Landlord's cost, using the Landlord's workforce, of repairing damage to the Residential Premises and Residential Property caused by the Tenant, Occupants or guests of the Tenant or Occupant. The Tenant is not responsible for reasonable wear and tear to the Residential Premises or Residential Property.
3. The Tenant will not allow conditions to exist that, in the opinion of the Landlord, may encourage the infestation or propagation of insects, rodents or other vermin. The Tenant is required to report the presence or suspected presence of such pests (including bedbugs) in the Residential Premises to the Landlord. Authorized personnel of the Landlord may enter the Residential Premises, without notice, if necessary, to inspect for insects, rodents or other vermin. Should, in the opinion of the Landlord, treatment of the Residential Premises be required, the Tenant will comply with the prescribed treatment methods and protocol. This may include treatment, cleaning, relocation and/or removal and disposal of furnishings or personal possessions. In such an event the Tenant shall not be reimbursed by the Landlord for any disruption, relocation, loss or loss of use of personal possessions or furnishings.
4. Within 14 days of taking possession of the Residential Premises the Tenant will complete the "inventory and condition" report available via the **Online Service Centre** outlining the existing defects in the Residential Premises. If the Residential Premises is not left in an acceptable condition the Tenant agrees to pay the Landlord the costs of cleaning and repairing it. The inventory and condition report will form the basis of the assessment and the Tenant agrees to be responsible for all

defects not reported on that form. If the Tenant does not complete the inventory and condition report as required, the Tenant will be responsible for all defects and/or damage in the Residential Premises.

**13. Renovations and Alterations**

The Tenant will not alter, redecorate, wallpaper, or change in any way the Residential Premises except as authorized in writing by the Landlord. Without limiting the foregoing the Tenant will not cause spikes, hooks, screws or nails to be put into walls or woodwork of the interior or the exterior of the Residential Premises so as to damage the premises. Examples include the attachment or installation of bookcases, shelving, hanging planters, security alarm systems, hose racks, and satellite dishes. The Tenant will not alter or cut the landscaping (shrubs, plants, bushes, trees, hedges, flowers, etc.) planted by the Landlord except as authorized in writing by the Landlord. The Tenant will pay to the Landlord the Landlord's cost, using the Landlord's workforce, of rectifying any damage the Tenant causes to the Residential Premises or the Residential Property.

**14. Landlord's Right of Entry**

1. The Tenant acknowledges that the Landlord has the right to enter the Residential Premises at any time without notice in the event of an emergency for the purpose of investigating and taking the necessary measures to address the emergency, or when the Landlord has a reasonable belief that the Tenant is in breach of a material term of this Agreement, for the purpose of investigating the allegation of a material breach.
2. Except when otherwise permitted pursuant to sections 12(3) and 17, the Landlord will provide at least 24 hours' notice to the Tenant prior to entering the premises for the purposes of conducting renovations, alterations or repairs (other than emergency repairs) which in the sole discretion of the Landlord are necessary or desirable.
3. The Landlord may enter the Residential Premises from time to time throughout the Term for the purpose of inspecting the condition of the Residential Premises and the Landlord's property therein, provided that the Landlord provides at least 24 hours' advance notice to the Tenant.

**15. Locks and Keys**

The Tenant will not place additional locks upon any door of the Residential Premises or alter the locks in any way without the written consent of the Landlord. The Tenant agrees to pay the Landlord a fee for any lock changes and additional keys required by the Tenant.

The Tenant will not have copies made of any keys or keycards issued by the Landlord.

**16. Notification of Repairs**

The Tenant will provide the Landlord with prompt notification of any repair work or maintenance needed to the Residential Premises.

**17. Maintenance Requests**

If the Tenant requests repairs or maintenance to be carried out in the Residential Premises he or she consents without further notice to the entry into the Residential Premises by any tradesperson at such times as the tradesperson is available to carry out such work whether or not the Tenant or any of the Occupants are at the Residential Premises at that time.

**18. Liability and Insurance**

The Landlord is not responsible for property belonging to the Tenant, any Occupant or any of the Tenant's or Occupant's guest(s) which is lost, stolen or damaged in any way, regardless of cause, wherever or not this may occur on the Residential Premises or the Residential Property, including any storage facilities. The Landlord is not responsible for any injury, death, damage or loss whatsoever caused to the Tenant, the Occupant or any of the Tenant or Occupant's guest(s) while in or about the Residential Premises, the Residential Property or the University campus or while engaged in activities organized or sponsored by the



University. Without limiting the generality of the foregoing, the University shall not be responsible for injury, damage or loss to the Tenant, the Occupant(s) or any guests due to:

- the use of residence facilities and equipment;
- taking part in socials, dances, plays or other organized or sponsored activities; and
- taking part in organized or sponsored off-campus activities including ski trips and tours.

The Tenant agrees not to do, or permit to be done, any act or thing which may render void or voidable any insurance policy of the Landlord. The Tenant agrees to indemnify and save harmless the Landlord from and against any expense, loss or damage suffered by the Landlord by reason of the Tenant's or the Occupant's or any Tenant's or Occupant's guest's breach or non-performance of any term of this Agreement.

The Landlord carries insurance for its own benefit (See the UBC Risk Management Services website <http://riskmanagement.ubc.ca/insurance> for more information). The Landlord does not provide the Tenant with general insurance, liability insurance or property insurance for any of the Tenant's or any Occupant's personal belongings. The Landlord strongly advises the Tenant to obtain a residential insurance policy that covers:

1. loss of personal property situated in your Residential Premises or elsewhere on the Residential Property;
2. liability for loss or damage to the property of others (including UBC's property); and
3. liability for personal injury to others.

Insurance may be available as an extension of a home insurance policy, or the Tenant can obtain their own insurance package – please consult with your insurance agent.

## 19. Utilities

Subject to section 40 (Landlord Performance), the Landlord will endeavour to supply an uninterrupted supply of water, heat and electricity to the Residential Premises. In the event of a breakdown of the plumbing, electrical or mechanical systems, the Landlord will not be liable for damages for personal discomfort or any other damages, but the Landlord will carry out repairs with reasonable diligence.

### **Shaw Internet Agreement (Acadia High Rise only)**

The Landlord will provide computing network access to Residential Premises located in the Acadia High Rise through an arrangement with Shaw Internet service. This may be through wireless or wired connectivity, or both depending on the Tenant's unit. If Tenant uses the Shaw Internet service, he or she agrees to abide by the conditions outlined in the *Shaw Terms of Use Agreement and the Acceptable Use* policy (<https://www.shaw.ca/legal/terms-of-use/#section4>). The Tenant also agrees to abide by the University's *Acceptable Use and Security of UBC Electronic Information and Systems* policy (<https://it.ubc.ca/services/security/ubc-information-security-office/security-policies>), as amended from time to time.

## 20. Parking

### 1. Motorized Vehicles

Parking of motor vehicles (which includes, but is not limited to, cars, motorcycles, mopeds, and motorized scooters) on the University campus is strictly regulated. The Tenant is eligible for a parking space on the Residential Property for an additional fee. To obtain a parking space, visit UBC Parking and Access Control Services at <https://parking.ubc.ca/>. All vehicles parked on Residential Property are subject to the University Traffic and Parking Rules (the "Parking Rules") as amended from time to time, as enforced by UBC Parking and Access Control Services. Violation of the Parking Rules by the Tenant, other Occupants or their guests may result in financial fines and fees and/or their vehicles being towed at their own expense in accordance with the Parking Rules.

In accordance with the Parking Rules, trailers may not be parked on the Residential Property without special permission pursuant to the Parking Rules.

In addition to the Parking Rules it is breach of this Agreement for the Tenant to store campers, boats, storage sheds or other vehicle accessories or objects in parking spaces on the Residential Property or elsewhere on the Residential Property without the prior written consent of the Landlord. Failure to comply with this provision may result in the termination of this Agreement pursuant to section 5 of this Agreement.

In addition to the waiver of liability in favour of the University contained in the Parking Rules, the Tenant agrees that any vehicle kept or stored on the Residential Property, including the contents thereof, will be kept there entirely at the risk of the Tenant and/or its owner(s). The Landlord assumes no responsibility for loss or damage through fire, theft, collision or otherwise, to the vehicle or contents.

## 2. Bicycles

Bicycle theft is a common problem throughout the Lower Mainland, including the University campus. Good quality locks or chains are recommended for all bicycles. The Landlord is not responsible for theft or damage to bicycles, wherever it may occur.

Bicycles must not be stored in hallways, lounges or in areas which impede exit from buildings. Bicycles must be stored on the racks or bars designed for that purpose. Bicycles found in any other areas (for example: attached to posts, railings, trees, et cetera) will be removed and disposed of without compensation to the resident or to the bicycle's owner (if not a resident).

Abandoned bicycles are common at residence. Periodically the residence bicycle racks/bars will be inspected and bicycles that appear to be abandoned will be tagged for a reasonable notice period, as set out on the tag. If the resident does not deal with their bicycle in the manner set out on the tag or otherwise remove the bicycle, after the expiry of the notice period, the Landlord will remove and dispose of the bicycle. The Tenant or other Occupants are required to check their bicycle at least every two weeks to ensure it has not been tagged for removal. The Landlord shall not reimburse or otherwise compensate any resident nor the owner of any bicycle (if not the Tenant) for loss or loss of use of a bicycle deemed to be abandoned and disposed of in accordance with this section.

## 21. Assignment and Subletting Restricted

Only the Tenant and the Occupant(s) may occupy the Residential Premises. This Agreement cannot be assigned, sublet, lent to or otherwise shared with another person. For greater certainty, the Tenant is not permitted to rent out the entire Residential Premises or any part of the Residential Premises (e.g. a bedroom or other living area). Without limiting the forgoing, allowing people to stay in the Residential Premises through the use of short term rental services (for example - Air Bnb) is not permitted even if the Tenant or Occupants are also present in the Residential Premises at the same time. This is so even when money or other consideration are not exchanged. Unauthorized assignment, subletting, renting or any other form of lending or sharing is a breach of this Agreement and may, at the Landlord's option, result in the eviction of both the Tenant and Occupant(s) (if any) and the person(s) occupying or sharing the Residential Premises. If the Tenant wishes to apply for a temporary sublet of the Residential Premises, please contact Student Housing and Community Services Main Office ([family@housing.ubc.ca](mailto:family@housing.ubc.ca), 604-822-4411) for terms and conditions applicable to temporary sublets and the request form. For greater certainty, the University does not guarantee approval of any request for a temporary sublet.

## 22. Pets and Guide Dogs

Fish in an aquarium, caged pet birds, and caged gerbils may be kept in the interior of the Residential Premises provided always that they are kept in such a manner so as not to cause damage to the Residential Premises or create a nuisance to other tenants or to the Landlord's staff or operations. No other pets or animals are permitted on the Residential Premises or the Residential Property. For greater certainty, the Tenant will not permit guests to bring animals in or near the Residential Premises.

If the Tenant or an Occupant requires that a guide dog or service dog reside in the Residential Premises, he or she must obtain the written permission of Student Housing and Community Services by following the process described below. This must be done prior to the animal arriving at the Residential Premises.

If the Tenant or an Occupant is part of a guide dog team, service dog team or retired guide or service dog team certified pursuant to the *Guide Dog and Service Dog Act* of British Columbia, he or she will be granted permission to keep the certified guide dog or service dog in the Residential Premises if an application is made to Student Housing and Community Services that includes documentation acceptable to Student Housing and Community Services that verifies:

1. the guide dog or service dog is certified as a guide dog or service dog pursuant to the *Guide Dog and Service Dog Act of British Columbia*; and
2. the person requiring the guide dog or service dog is certified as a member of a guide dog team, service dog team or retired guide or service dog team pursuant to the *Guide Dog and Service Dog Act*.

Please notify Student Housing and Community Services and provide the information described above as soon as possible after learning about the Tenant or Occupant's requirement to reside with a guide dog or service dog.

Any guide dog or service dog must be kept in such a manner so as not to disturb, threaten or create a nuisance to other persons including staff, and, without limiting the foregoing, in accordance with the applicable Student Housing and Community Services policies, rules and regulations.

### **23. Conduct on Property**

1. The Tenant, other Occupants and their guests are expected to engage in conduct that facilitates the quiet enjoyment of the Residential Property by all tenants, other occupants and their guests. Upon request to discontinue any offensive conduct that is brought to the Tenant's attention by the Landlord, or any other person, the Tenant will immediately cease and desist from the conduct, until such time as a determination on the reasonableness of the conduct is determined by the Landlord.
2. The Tenant, the Occupants and their guests shall not engage in any conduct that in the opinion of the Landlord:
  - a) causes or permits unreasonable noise or nuisance; or
  - b) significantly interferes with, or unreasonably disturbs other persons on the Residential Property; or
  - c) damages or destroys the property of others on the Residential Property or leads to a reasonable belief that there is a threat to the safety of property of others on the Residential Property; or
  - d) harms another person on the Residential Property;
  - e) is threatening or leads to a reasonable belief that there is a threat to the safety or security of any person on the Residential Property; or
  - f) causes self harm or leads to a reasonable belief that individual engaging in the behaviour is at risk of serious harm to himself or herself;
3. For clarity, a reference to 'any person on the Residential Property' includes employees and agents of the Landlord and visitors to the Residential Property. A reference to 'property of others' includes the property of the Landlord.
4. The Tenant, the Occupants and their guests shall not engage in Sexual Misconduct against another person on the Residential Property, as defined in the Board of Governors' Sexual Assault and Other Sexual Misconduct policy (the "Sexual Misconduct Policy"). When such an allegation of Sexual Misconduct is brought to the attention of the Residence Life Manager and that alleged violation (in the opinion of the Residence Life Manager) falls within the definition of Sexual Misconduct, then the matter will not be investigated by Student Housing and Community Services. Instead, the matter will be referred to the Director of Investigations under the Sexual Misconduct Policy. If the matter is brought to the attention of the Residence Life Manager by the individual directly subjected to the Sexual Misconduct, the matter will not be referred to the Director of Investigations without that individual's consent, except in exceptional circumstances as set out in the Sexual Misconduct Policy. If an Investigation is carried out under the Sexual Misconduct Policy and the Residence Life Manager is provided with a copy of the Investigative Report, the Residence Life Manager will rely upon the

Investigative Report to determine whether a breach of this Agreement has occurred. Any sanction imposed pursuant to this Agreement would be in addition to any disciplinary or other measures imposed on the resident under the Sexual Misconduct Policy.

Nothing in the foregoing affects a resident's ability to Disclose Sexual Misconduct to Student Housing and Community Services or others without making a Report. Disclosure does not result in a Report being made and, except in exceptional circumstances, does not initiate an investigation under the Sexual Misconduct Policy.

The terms "Director of Investigations", "Disclose", "Disclosure", "Investigation", "Investigative Report", "Report" and "Sexual Misconduct" as used in this section have the same meanings as in the Sexual Misconduct Policy.

5. Where an investigation of conduct under this Agreement involves individuals under the age of 19 the University may be unable to adequately investigate the matter and, in its sole discretion, may elect to refer the matter, or the complainant, to police or other appropriate government authorities.

**24. Use of Premises**

The Tenant will use the Residential Premises solely for residential purposes. The Tenant will not use the Residential Premises for any illegal purposes. The Tenant will not carry on or permit an Occupant or any other person from carrying on any business in the Residential Premises without the prior written consent of the Landlord, it being understood that the Landlord is under no obligation to approve any business activity at or from the Residential Premises and the decision by the Associate Vice-President of Student Housing and Community Services on this matter is final.

**25. No Additional Major Appliances**

The Tenant will not use or install any major appliances other than those provided by the Landlord without the written consent of the Landlord. Major appliances include, but are not limited to, washing machines, clothes dryers, stoves, air conditioners, refrigerators, freezers and dishwashers.

**26. Facilities for all Tenants**

Any yard passage, alley, playground, or area connected with or adjoining or adjacent to the Residential Premises is for the use of all tenants and occupants of the Residential Property and not for the sole or exclusive use of the Tenant and the Tenant will not, and will ensure that Occupants and guests do not, obstruct or hinder the use of the same by other persons.

All toys, wading pools, or play structures left outside of units or elsewhere on the Residential Premises must be clearly labelled with the address of the Tenant's Residential Premises. For safety reasons all wading (tot) pools must be supervised by an adult at all times they contain water and be emptied immediately after use. Unlabeled toys, wading pools or play structures may be removed and disposed of without notice or compensation to the Tenant or any Occupant(s). The Tenant agrees that the Landlord will be under no obligation to store such belongings or to sell them or otherwise recover their value.

**27. Balconies, Exterior of Units, and Passageways**

1. The Tenant will not store personal property or other objects in the common areas of the Residential Property including without limitation entries, landings, hallways, stairways, and areas under stairways.
2. The Tenant acknowledges that they have been advised that there have been reports of theft and break-ins from upper-storey balconies in Acadia Park and have been advised to keep balcony doors locked.
3. The Tenant will not erect windbreaks or privacy screens on a balcony or otherwise try to enclose a balcony.

The Tenant will not use his or her balcony for storage of anything other than:

- bicycles for personal use of the Tenant and Occupants;
- outdoor patio furniture; and

- raised planters of a modest size and weight;

all of which must be approved by the Residence Life Manager.

Notwithstanding the above, for safety reasons, nothing can be stored on balconies that impedes access and egress to and from the unit in an emergency.

4. In the event the Tenant fails to comply with section 27(3), the Landlord may, in addition to any other remedy available to it, require the Tenant to comply with section 27(3) and in addition assess a penalty against the Tenant by providing the Tenant with a written notice. The written notice to the Tenant must contain a description of the Tenant's non-compliance, the remedial action required of the Tenant to become compliant with section 27(3), and the amount of the penalty assessed against the Tenant. The amounts of the penalties will be:
  - First incident—written warning
  - Second incident—a fine of \$75
  - Third incident—a fine of \$100
  - Fourth and subsequent incidents—a fine of \$200

Please note that the Tenant must comply with the remedial action outlined in the written notice even if he or she pays the prescribed penalty amount. Failure to do so is a breach of this Agreement entitling the Landlord to pursue its remedies pursuant to section 5(2) of this Agreement.

#### **28. Throwing Objects**

Nothing will be thrown or dropped by the Tenant, or persons living with or visiting the Tenant, off the balcony, out of the windows or doors or down the passages or skylights of the Tenant's building or any other building on the Residential Property.

#### **29. Safety and Security**

The Tenant will take every precaution to avoid fire hazards in and around the Residential Premises and will observe all safety regulations communicated by the Landlord.

The Tenant and Occupants of the Residential Premises are responsible for taking reasonable precautions to ensure that the Residential Premises, and other buildings on the Residential Property, are protected from a breach of security. This includes, but is not limited to, locking doors and windows, not forcing or propping building entrance doors open, not permitting unknown persons into the residence buildings, and immediately reporting strangers or security concerns to the Landlord.

The Tenant will keep balcony doors locked at all times, even on upper storeys, and acknowledges that there have been reports of theft and break-ins from upper storey balconies in Acadia Park.

#### **30. Aerial Drones**

Operating remotely operated aerial vehicles (drones) is prohibited within 150 meters of the Residential Property. Residents are not permitted to use drones to conduct surveillance or make recordings (video, audio, photographic) of any individual on Residential Property without their knowledge and consent.

Please note that the University may impose additional restrictions on the use of drones.

#### **31. Combustible or Hazardous Materials**

Except as permitted pursuant to section 32 (Barbecues), the Tenant will not at any time bring or keep on the Residential Premises or Residential Property any inflammable, combustible or explosive substance. Without limiting the foregoing the Tenant will not store kerosene, gasoline, or fireworks in or near the Residential Premises or Residential Property. Any propane or other combustible gas fuel used for barbecues must be stored in legally certified containers on the ground floor patio of the Residential

Premises if barbecuing or outdoor cooking is permitted in the Residential Premises as outlined below in section 32.

The Associate Vice-President of Student Housing and Community Services may, at any time, determine that certain classes or materials or objects are too hazardous to bring on to Residential Property due to documented safety concerns – for example a safety recall (“Prohibited Items”). A list of Prohibited Items may be found at <https://vancouver.housing.ubc.ca/moving-in/what-should-i-pack/> the Tenant shall not bring any Prohibited Items to their Residential Premise or onto the Residential Property.

### **32. Barbecues**

1. If the Residential Premises is a townhouse, then barbecuing is permitted on the ground floor patio only. Barbecuing is not permitted on any balconies of townhouses.
2. If Residential Premises is located in the Apartments (Acadia House, Spirit Park, Point Grey or Sopron House) then barbecuing is only permitted on
  - a) ground floor patios only, in units located on the ground level of the buildings (as indicated by a unit number starting with “1”), and
  - b) the large balconies in the fourth floor corner units in the Point Grey Apartment building (2875 Osoyoos Crescent) namely units 402, 407, 419, and 424.

Barbecuing is not permitted on any other balcony in these buildings.

3. If the Residential Premises is located in the Acadia High Rise, then barbecuing is only permitted on
  - a) ground floor apartment patios, and
  - b) penthouse studio apartment balconies.
    - At Residential Premises where barbecuing is permitted, only barbecues that utilize electricity or propane as fuel sources are allowed. Barbecues that utilize a solid fuel such as wood or charcoal briquettes are not permitted.
    - Tenants permitted to operate a barbecue at their Residential Premises must ensure that the barbecue is attended at all times it is being operated.
    - Any other form of outdoor cooking must be approved in writing in advance by the Landlord.

### **33. Weapons**

1. The Tenant will not, and will not permit an Occupant or guest to, at any time bring or keep on the Residential Premises or Residential Property any of the following (each of which is described as a “weapon”):
  - a) any real or replica projectile weapons, including but not limited to real or replica firearms, bows, cross-bows, sling shots, paint-ball guns and air guns (which includes without limitation BB guns, pellet guns and airsoft guns);
  - b) blades, other than kitchen knives, including but not limited to swords, bayonets, épées, and blades used in martial arts;
  - c) any other weapons, whether used for martial arts or other forms of combat training, or otherwise; or
  - d) any body armour as defined in the British Columbia *Body Armour Control Act*

Where the Tenant believes they have a legitimate reason for possession of a weapon (e.g.: martial arts) the Tenant may request an exemption from the Landlord. The Landlord may, in its sole discretion, grant or reject an exemption request. Exemptions will be conditional upon the Tenant complying with certain rules regarding the weapon’s use and storage while at residence, as described in the exemption. If the Tenant fails to abide by the conditions of the exemption, the Landlord may withdraw the exemption, with immediate effect. In all matters regarding the possession of weapons at residence, the decision of the Associate Vice-President of Student Housing and Community Services or their delegate is final.

2. Regardless whether an exemption (described above) is granted, the Tenant will not and will not permit an Occupant or guest to, at any time, operate, use or openly transport any weapons on or about the Residential Property or on a patio or balcony on the Residential Premises.

#### **34. Additional Policies, Rules and Regulations**

The Landlord may create additional policies, rules and regulations to address matters that have arisen subsequent to the execution of this Agreement. The Tenant agrees to observe and comply with and to cause the Occupants of the Residential Premises to observe and comply with any such rules or regulations that are publicly posted by the Landlord in the Commonsblock, or delivered to the Tenant at the Residential Premises, or delivered to the email address that the Tenant has provided to the Landlord through the Landlord's *Student Service Centre* (<https://ssc.adm.ubc.ca/sscpportal/>) for students and through Student Housing and Community Services *Online Service Centre* (<https://secure.housing.ubc.ca/>) for affiliate students.

#### **35. Smoking and Incense**

The term "smoking," as used in this Agreement, and in the policies, rules and regulations applicable in respect of the Residential Premises and the Residential Property, is deemed to include smoking or vaporizing a substance for means of inhalation including, without limitation: smoking cigarettes, cigarillos, cannabis products and cigars; smoking using pipes, hookahs, shishas, and any other smoking devices; including but not limited to the use of electronic cigarettes (for example: vaporizers). Please see section 35A for rules that apply to smoking cannabis products.

The Tenant acknowledges that smoking is not permitted in any Residential Premises or inside any building located on the Residential Property (including without limitation the Commonsblock, or laundry facilities.)

Smoking outside the Residential Premises and other buildings on the Residential Property must take place a minimum of eight (8) metres from the outermost exterior of the Residential Premises and any other building on the Residential Property (e.g.: building overhangs, balconies, entrance canopies, etc.). Please see section 35A regarding the more restrictive rules that apply to smoking cannabis products.

Upon the request of the Landlord the Tenant will not burn incense or scent, or certain kinds of incense or scent, in the Residential Premises or on the Residential Property.

#### **35A Use of Cannabis**

In this section:

"cannabis" is has the same definition as in the federal statute "The Cannabis Act."

"cannabis product" is any substance that contains cannabis including without limitation cannabis leaves, seeds, hashish and their derivatives or any product (for example edible products, oil, lotions, tinctures) that contain cannabis.

"Federal Law" means the Statute of Canada entitled "The Cannabis Act" and any other Canadian federal legislation regulating cannabis.

"Provincial Law" means the Cannabis Control and Licensing Act, the Cannabis Distribution Act and any other legislation of the Province of British Columbia regulating cannabis.

The following rules apply with respect to cannabis in Residential Premises and on the Residential Property.

1. All activities involving cannabis products (for example storage, consumption, acquisition) must be carried out in accordance with all Federal and Provincial laws and this Agreement.

2. Where the provisions of this Agreement are more restrictive than the Federal and Provincial laws or the general rules of the University of British Columbia regarding cannabis, then the provisions of this Agreement prevail.
3. Notwithstanding section 35 of this Agreement, smoking, vaporizing or consuming a cannabis product through means of inhalation is prohibited anywhere in your Residential Premises or anywhere on the Residential Property whether inside or outside of a building. If you are uncertain of the boundaries of the Residential Property please see the definition of Residential Property in section 1 of this Agreement.
4. The possession or cultivation of cannabis plants in your Residential Premises or elsewhere on Residential Property is prohibited.

### **36. Overholding**

The Tenant covenants and agrees with the Landlord that the Tenant shall provide vacant possession of the Residential Premises at the expiration of the Term or upon the Tenant's eviction date, whichever is earlier.

If the Tenant remains in occupation of the Residential Premises after the Move-Out Date or the Tenant's eviction date, no new right of occupation is thereby created and the Landlord may, without notice, re-enter and take possession of the Residential Premises, remove the Tenant and all other persons and property and use such force and assistance as the Landlord deems necessary to retake possession of the Residential Premises. In this situation, purported rent payment(s) processed by the Tenant through the Landlord's online payment process shall not be effective to create any new or continued right of occupation unless such right of occupation and receipt of payment are expressly and separately acknowledged by the Associate Vice-President, Student Housing and Community Services. If the Associate Vice-President, Student Housing and Community Services, or their delegate, expressly grants their approval to the Tenant's continued occupation of the Residential Premises and accepts payment of Rent for that occupation, then any right of occupation that is thereby created shall be for the period contained in such approval, at the Monthly Rent previously payable for the Residential Premises and subject to the terms of this Agreement, as applicable for the occupancy period.

In no case shall any acceptance of Rent for the Residential Premises after the expiry of the Term result in any right of occupancy greater than a right to occupy the Residential Premises from month-to-month (meaning, for greater certainty, terminable by the Tenant or the Landlord at any time on one month's notice), at the Monthly Rent previously payable for the Residential Premises, and not from year-to-year and shall be subject to the terms of this Agreement so far as the same are applicable to a right to occupy from month-to-month.

### **37. Construction**

The Tenant acknowledges that major renovation and construction projects are being undertaken on campus including near the Residential Premises and on the Residential Property. The work typically takes place during regular business hours, but may begin earlier or extend into evenings or weekends. Ongoing construction or renovation projects will continue through midterm and final exam periods. The University will take measures to ensure that prudent construction practices are followed, but there may be noise, dust and temporary interruption of some services. The Tenant may be required to temporarily or permanently relocate to facilitate construction or renovations in the Residential Property. There will be no compensation or reduction in Rent due to disruption or relocation.

### **38. Denial of Other University Services**

In addition to any other remedies available to it pursuant to this Agreement or at law, the Landlord may, pursuant to *University Policy 67* (<https://universitycounsel.ubc.ca/policies/students/>), suspend privileges and deny services if any Rent, including, for greater certainty, assessments, damages, costs or other monetary amounts owing pursuant to this Agreement remain unpaid by the Tenant either during the term of this Agreement or after its termination or conclusion for any reason.



**39. Remedies**

The remedies of the Landlord specified in this Agreement are cumulative and are in addition to any remedies of the Landlord at law or equity. No remedy will be deemed to be exclusive, and the Landlord may from time to time have recourse to one or more or all of the available remedies specified herein or at law or equity. In addition to any other remedies provided in this Agreement, the Landlord will be entitled to restrain by injunction any violation or attempted or threatened violation by the Tenant of any of the covenants or Agreements hereof.

**40. Landlord Performance**

The Landlord, inasmuch as it is within the Landlord's control, will provide accommodation pursuant to the terms and conditions stated in this Agreement.

To the extent that the Landlord is unable to fulfil, or is delayed or restricted in fulfilling, its obligations under this Agreement by any cause beyond its control, the Landlord shall be relieved from the fulfilment of its obligations during that period and the Tenant shall not be entitled to any reduction in Rent or other compensation as a result thereof. Without restricting the generality of the foregoing, the Landlord shall not be responsible for failing to meet its obligations under this Agreement due to: a strike by its employees; a lockout of employees by the Landlord; or any other form of job action or labour unrest; acts of God, including public health emergencies whether localized, national or international; unusually destructive or disruptive storms; fires; floods; earthquakes; intervention by civilian or military authorities; acts of war; acts of terrorism; or new or amended federal, provincial or local government laws, regulations, bylaws or policies.

If the Tenant, Occupant(s) and/or their guest(s), have mobility or agility disabilities, the Tenant is nonetheless welcome to request an assignment to a Residential Premises located above the ground floor. Please note that elevators do break down occasionally, and may be out of order for an extended period. Inconveniences may occur for those who are unable to negotiate stairs. The Landlord will take action to repair any malfunctioning equipment promptly, however it is not responsible for service disruptions which limit access to the Residential Premises.

**41. Application of Residential Tenancy Act**

As is expressly stated in the *Residential Tenancy Act* of British Columbia, the *Residential Tenancy Act* of British Columbia does not apply to this Agreement or the Tenant's and the Occupants' occupation of the Residential Premises.

**42. Time is of the Essence**

Time is of the essence in this Agreement.

**43. No Waiver**

No failure, refusal or neglect on the part of the Landlord to exercise any right under this Agreement or to insist upon full compliance by any other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement.

**44. Modification**

Changes may not be made to the terms of this Agreement without the written permission of the Associate Vice-President, Student Housing and Community Services, or his or her designate. During the term of the Agreement, the Landlord may unilaterally change or delete any provision of this Agreement or add provisions to this Agreement (each, a change) by posting such changes in the Commonsblock, or by sending the Tenant an email notification to the email address the Tenant has provided to the Landlord through the Landlord's *Student Service Centre* at <https://ssc.adm.ubc.ca/sscpportal/> (for students), or through Student Housing and Community Services *Online Service Centre* at <https://secure.housing.ubc.ca/> (for affiliate students), or if no valid email address is provided, by written notification delivered to the

Residential Premises. Changes will be effective and binding upon the Tenant on the date set out in the notification. If no date is set out in the notification, the changes will be effective one week from the date the notification was sent. Please note, however, that changes may be implemented immediately when, in the opinion of the Associate Vice-President, Student Housing and Community Services, the health or safety of any person may be adversely affected by a delay.

**45. Headings**

The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

**46. Extended Meanings**

This Agreement is to be read with all changes in gender or number as required by the context.

**47. Protection of Privacy**

Personal information in the possession of the Landlord about the Tenant will not be released to persons outside the University administration, including family members or friends, without the written consent of the Tenant, unless permitted or required by law.

Personal information in possession of Student Housing and Community Services about the resident will not be released to persons outside the University administration, including family members or friends, without the written consent of the applicant, unless permitted or required by law. In accordance with the Freedom of Information and Protection of Privacy Act (FIPPA), UBC permits information to be shared among University employees if it relates directly to, and is necessary for fulfilling the requirements of their role. This is especially important when the health and/or safety of an individual or the community may be at risk.

**48. Notice**

Any notice required or permitted under this Agreement must be in writing and:

1. must be given to the Landlord by delivery of the notice to the Landlord's Office during hours that the office is open for business, or by email to [family@housing.ubc.ca](mailto:family@housing.ubc.ca); and
2. unless otherwise expressly set out elsewhere in this Agreement, must be given to the Tenant by leaving a notice at the Residential Premises or at the Landlord's option by sending an email at the last email address registered by the Tenant with the University's Student Service Centre (for students) or via the Online Service Centre at <https://secure.housing.ubc.ca> (for affiliate students).

Notices given by delivery in accordance with this Agreement to the Landlord's Office or the Residential Premises or an email address will be deemed to have been received on the date of the delivery. Nothing in this section prohibits the delivery of notices to the Tenant by other means.

It is the responsibility of the Tenant to keep their email contact information up to date with the University's Student Service Centre (students) and with the Online Service Centre at <https://secure.housing.ubc.ca> (affiliate students).