

# RESIDENCE CONTRACT

Student Housing and Community Services

ST. JOHN'S COLLEGE

2022/23



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# St. John's Residence Contract (2022/23)

## TERMS AND CONDITIONS

This is a legally binding agreement between you and the University. The basic terms of your agreement are outlined in the Residence Acceptance Confirmation page created during your online acceptance process. This document, the Residence Acceptance Confirmation page created during your online offer acceptance process, and the Contract Confirmation, ID and Emergency Contact Card comprise the contractual agreement between you and the University (referred to as the "Contract"). It sets out the policies and regulations governing the offer of housing and the terms and conditions of accepting residence in the student residences managed by Student Housing and Community Services.

Applicants who wish to live in residence with their children are not eligible for residence at the College and may apply for accommodation in University student family housing.

### 1. Definitions

In this Contract:

Your "accommodation"; and your "room" refer to the room identified on your Contract Confirmation, ID and Emergency Contact Card, or as may be amended from time to time in accordance with the terms of this Contract. This definition applies whether your accommodation is a single room, large single room, or one-bedroom unit.

An "assessment" means a bill for an amount, determined by the Landlord, that you owe to the Landlord on account of one or more of the following: any damage to, repair of or loss of Landlord property (including your keys) or extraordinary service, cleaning, administrative or other costs you, your spouse or your guests cause to the Landlord's residence facilities whether through accident, neglect or intent.

"College," "St. John's" and "St. John's College" mean St. John's College at The University of British Columbia, located at 2111 Lower Mall, Vancouver, BC Canada V6T 1Z4.

"fees" is a general term for all amounts that you may owe the Landlord from time to time, which includes, without limitation, the Residence Fees, your meal plan fees, plus all other assessments, charges and other amounts payable by you to the Landlord pursuant to this Contract, including, without limitation, all damage assessments, interest, and amounts owing as a result of any breach of this Contract.

"Guest" refers to anyone who you or your spouse accompany on, invite, accept or admit to your accommodation and/or the Residential Property (which includes but is not limited to all residence buildings, parking lots and surrounding grounds).

"Landlord" means The University of British Columbia, represented by Student Housing and Community Services, The University of British Columbia, 2205 Lower Mall, Marine Drive building 6, Vancouver, BC V6T 1Z4. Student Housing and Community Services is a department of the University of British Columbia and has the power and authority to act on behalf of the Landlord in respect of this Contract.

"Move-In Date" means the date identified as such on your Residence Acceptance Confirmation and the Contract Confirmation, ID and Emergency Contact Card, unless otherwise agreed in writing by you and an authorized representative of UBC Student Housing and Community Services.

"Move-Out Date" means the date identified as such on your Residence Acceptance Confirmation and the Contract Confirmation, ID and Emergency Contact Card, unless otherwise agreed to in writing by you and an authorized representative of UBC Student Housing and Community Services.

"Principal" means the Principal of St. John's College (or their designate).

“Residence Fees” mean the residence fees applicable to your accommodation, as set out in Appendix IV. For greater certainty, your meal plan fees are paid separately to a third-party meal plan provider and are owed in addition to your Residence Fees.

“Residential Property” means the buildings, facilities and land owned by the Landlord and known collectively as the St. John’s College residential area including, without limiting the foregoing, the common kitchens, laundry rooms, Study Room, Social Lounge, Dining Hall, College office, gardens and patios, shared storage areas, the boundaries of the Residential Property are delineated on a map that can be found at <https://vancouver.housing.ubc.ca/residence-property/>;

“spouse” has the meaning given to it in section 5.

“St. John’s College Office” means the building located at 2111 Lower Mall, Vancouver, BC Canada V6T 1Z4.

“Term” has the meaning given to it in section 2, below.

“University” means The University of British Columbia, and as the context requires, may mean, collectively, the corporate entity and the faculties, departments, administrative units, ancillaries and business units that form part of University, or the Vancouver campus of the University.

“you,” or “your,” “resident,” and “residents,” refer to the resident identified on the Contract Confirmation, ID and Emergency Contact Card.

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

If there is any conflict or inconsistency between the Residence Acceptance Confirmation and the Contract Confirmation, ID and Emergency Contact Card, the Contract Confirmation, ID and Emergency Contact Card governs.

To the extent that there is any discrepancy between matters dealt with both in this Contract and any other publication of Student Housing and Community Services or the College, the provisions of this Contract shall prevail.

## **2. Length of the Tenancy**

In consideration of the fees, covenants, conditions and agreements to be paid, observed and performed by you, and the mutual agreements of the parties, the Landlord provides to you and you hereby rent from the Landlord your accommodation, on the terms of this Contract.

The term of this Contract (the “Term”) commences at 9 am on the Move-In Date and ends at 12 pm (noon) on the Move-Out Date by which time you must have vacated and surrendered your accommodation to the Landlord.

At the expiration or sooner determination of the Term, you will vacate and surrender your accommodation to the Landlord in the condition in which it was required to be kept pursuant to this Contract.

## **3. Fees**

### **1. Payment of Fees**

You will pay to the Landlord the Residence Fees for your accommodation according to the payment schedule attached hereto as Appendix IV, without any deduction, abatement or set off whatsoever, via the *Online Service Centre* at <https://secure.housing.ubc.ca> or at the Student Housing and Community Services main office. You may either pay the entire amount due or pay the Residence Fees in instalments, in the amounts and on the dates outlined in Appendix IV. If you choose or are required to

change your accommodation, you will be required to pay the Residence Fees stipulated for the new accommodation.

Failure to pay the first instalment of Residence Fees by or on the date it is due will lead to forfeiture of your accommodation assignment.

Please note, your meal plan fees are a separate fee from your Residence Fees, and must be paid to the meal plan provider (not the Landlord) in accordance with section 8.

You will pay all other fees (other than Residence Fees) in accordance with the instructions of the Landlord, and in any case, upon demand.

Fees paid by someone other than you will be deemed to be paid on your behalf.

The following terms apply to all fees and payments paid to the Landlord:

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.
- a \$35 service fee is payable for any cheque returned by your financial institution for any reason.
  - any fees are payable that are imposed on the Landlord by financial institutions from time to time in respect of failed electronic financial transactions, including, without limitation, electronic funds transfers, and direct payment (for example Interac) transactions.

Please note that post-dated cheques will not be accepted without prior authorization by Student Housing and Community Services.

## 2. What is included in your Residence Fees

The following items are included in your Residence Fees:

- access to the common kitchen facilities and other common areas provided for residents, including shared storage areas, Study Room, and Social Lounge
- heat
- electricity
- water
- access to laundry facilities located outside your accommodation (charges apply)
- garbage dumpsters
- window coverings
- ResNet service (wired internet access)
- furniture including a bed, desk, chair, bookcase, easy chair and coffee table. Additional furniture may be provided in the one-bedroom units.

## 4. Breach or Non-performance

If at any time:

1. you do not make any payment of your Residence Fees within five (5) days of when it is due and payable, or
2. you or your spouse breach or fail to observe or perform any other covenant, agreement, condition or obligation in this Contract,

then the Landlord, in addition to any other available remedies, may at its option, without prior notice, immediately re-enter and take possession of your accommodation, by force if necessary, remove all persons

and property and use such force and assistance as the Landlord deems necessary to recover possession of your accommodation.

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 your part. If the Landlord exercises its option to re-enter and take possession of your accommodation, you remain liable under this Contract for all amounts then or thereafter due and payable to the Landlord, including without limitation outstanding Residence Fees and all other fees owing pursuant to this Contract.

## **5. Occupants**

If you wish to live in residence with your children, you are not eligible to live at the College, but you may apply for accommodation in UBC student family housing provided you meet the eligibility requirements. You will not permit any other person to reside in your accommodation except as outlined in this Contract.

A “spouse,” as used in this Contract, is a person that you are married to or you are in a marriage-like relationship with such that you meet the legal definition of “spouse” in British Columbia. References to your spouse in this Contract refer to the person, if any, duly authorized to share your accommodation with you in accordance with this section.

To reside with your spouse at the College, you must be assigned to a one-bedroom unit, your spouse must meet the minimum age requirements for the College and you and your spouse must receive authorization from the Principal. Your spouse is not entitled to move into your accommodation prior to receiving such written approval from the Principal. Your spouse is not entitled to reside in your accommodation unless you also reside there at the same time. You hereby represent and confirm that the person identified as your spouse on the Contract Confirmation, ID and Emergency Contact Card is your spouse.

You agree to advise the Landlord in writing within ten days of your spouse ceasing to reside in your accommodation.

You are responsible for the behaviour of your spouse and any behaviour by your spouse that breaches or, if had been performed by you would have breached, a term of this Contract is deemed to be a breach of the Contract by you. Without limiting the foregoing, you are responsible for the actions of your spouse while in your accommodation and on the Residential Property. The failure of your spouse to participate in and comply with any University investigation required pursuant to this Contract, including without limitation, for Sexual Misconduct, may result in you and your spouse being evicted.

If your spouse no longer meets the eligibility requirements set out in this section 5, you will, within 30 days of such change, cause your spouse to cease residing in your accommodation.

## **6. Eligibility**

1. To be eligible for residency at the College, you and your spouse must be a minimum of 19 years of age by the Move-In Date and you must hold one of the positions described in section 6 (2), below.
2. You agree that it is a fundamental condition of this Contract that throughout the Term:
  - a) you are a graduate student, or post-baccalaureate student registered in a full-time degree granting program at the University of British Columbia.
  - b) you are a Visiting Professor at the University of British Columbia;
  - c) you are a Post-doctoral Fellow at the University of British Columbia;
  - d) you are a visiting graduate student approved by the Principal; or
  - e) you hold some other position with or at the University that has been approved for eligibility by the Principal.

You acknowledge and agree that if you fail at any time during the Term to fulfil the applicable criteria set out above, the Landlord may, in its sole discretion, exercise any remedies available to it pursuant to this

Contract and in law including without limitation its remedies outlined in section 4. (See section 7 regarding terminating the Contract before the Move-Out Date and what you can do to avoid paying the Termination Fee, if you no longer meet the applicable criteria). The remedies available to the Landlord include, but are not limited to, terminating this Contract upon giving you reasonable notice (reasonable notice, for greater certainty, will be, in most but not all cases, until the end of the current month except where that amounts to less than two weeks, in which case you will be given at least until the end of the following month to vacate—note, however, that in appropriate circumstances (for example disruptive, harmful, threatening or destructive behaviour) the Landlord may evict you immediately, and in any case, with less than two weeks' notice).

3. You will provide to the Landlord, within ten (10) days of a written request, evidence satisfactory to the Landlord that you meet the eligibility requirement outlined in section 6 (2).
4. You will provide to the Landlord, within ten days of a written request, evidence satisfactory to the Landlord that any person who occupies your accommodation is the spouse listed on the Contract Confirmation, ID and Emergency Contact card and to whom the Landlord has consented to residing in your accommodation pursuant to section 5.
5. If you provide any false or misleading information in any application for residency at the College or in your membership application at the College, you will be in breach of this Contract and the Landlord may, in its sole discretion, exercise any remedies available to it pursuant to this Contract and in law, including without limitation its remedies outlined in section 4.

## **7. Departure prior to Move-Out Date**

1. You may terminate this Contract on or after the Move-In Date, provided that you:
  - a) pay the Termination Fee (defined in section 7 (2) below) (unless waived in accordance with section 7 (3) or 7 (4) below); and
  - b) Complete all the vacating procedures outlined in section 13 below.

Terminating this Contract does not terminate your Residence Meal Plan. Please contact the St. John's College Culinary Service regarding the Meal Plan cancellation policy.

For greater certainty, this section applies regardless of whether you have actually moved into your accommodation (i.e. even if you do not check-in).

2. The Termination Fee is the lesser of:
  - a) 25% of the total Residence Fees for the entire Term; and
  - b) the remainder of the Residence Fees that would have been owing to the Landlord had you not terminated this Contract (in other words, the Residence Fees for the period from the date you vacate your accommodation (see section 13 below) until the Move-Out Date).
3. For Graduate Students completing their studies at the University the Landlord may waive the Termination Fee in the following circumstances:
  - a) If you anticipate that your Program Completion and Closure Date (see definition at the end of this section) will occur during the Term, the Landlord will waive the Termination Fee if you:
    - i. complete and submit an online contract cancellation request to the Landlord at least two (2) months prior to the last day of the month in which your anticipated Program Completion and Closure Date falls, that identifies a move-out date that is on the last day of the month in which your anticipated Program Completion and Closure Date falls;
    - ii. submit documentation satisfactory to the Landlord that confirms your anticipated Program Completion and Closure Date; and
    - iii. provide vacant possession of your accommodation, follow all check-out procedures, and return all keys, no later than 12 pm (noon) on the move-out date indicated on your contract cancellation request.

For example, if you expect that your Program Completion and Closure Date will be some time in November, you must submit a contract cancellation request and the required confirmations to the Landlord by September 30, and depart on November 30.

As an exception to the above, due to operational needs, for departures in August you are required to submit a contract cancellation request and the required confirmations on or before May 30, and to depart no later than August 15.

Acknowledging that the Program Completion and Closure Date may be unpredictable, the Landlord and College encourage you to give yourself sufficient time to fulfil your program completion and closure requirements. If you've submitted a contract cancellation request and you then come to expect that your Program Completion and Closure Date will not occur until after the move-out date indicated on your contract cancellation request, please notify the Landlord immediately. The Landlord and College will make all reasonable efforts to allow you to remain in your accommodation, and if that is not possible, the Landlord will offer you alternative accommodation, if available, on a short-term basis. The alternative accommodation may not be in the College, and, in any case, the terms and conditions, including fees, will be those applicable to that alternative accommodation.

For greater clarity, if you fail to give notice and the required confirmations by the date(s) indicated above and vacate by the move-out date you have indicated, you will be ineligible for a Termination Fee waiver pursuant to this section.

- b) Any agreement to end this tenancy shall be prepared by and be in a form acceptable to the Landlord and must be signed by the Landlord before becoming effective.
  - c) Appendix III applies in the situation where you wish to temporarily live elsewhere while pursuing an academic opportunity.
  - d) In this section, "Program Completion and Closure Date" means, as applicable:
    - i. if your program is administered through the Faculty of Graduate and Postdoctoral Studies, the date the University has closed your academic program; or
    - ii. if your program is not administered through the Faculty of Graduate and Postdoctoral Studies, the date you finish all of the course work/assignments required to graduate from your program (whether or not you have received your final grades). Note, in both situations, this is different from the date of your convocation.
4. For residents other than graduate students, if you were eligible pursuant to section 6 (2), (b), (c), (d) or (e) and cease during the Term to meet applicable criteria set out in section 6 (2), (b), (c), (d) or (e), the Landlord may waive the Termination Fee if you:
- a) complete and submit an online contract cancellation request to the Landlord, identifying a move-out date that is on the last day of the following month; and
  - b) provide vacant possession of your accommodation, follow all check-out procedures, and return all keys, no later than 12 pm (noon) on the Move-Out Date.

For greater certainty, this section 7 (4) does not apply to graduate students.

## **8. Mandatory Meal Plan**

Communal dining is an integral part of life at the College. You and your spouse are required to purchase and participate in the meal plan from the meal plan provider for the College. The current meal plan provider is the St. John's College Culinary Service (please see <https://stjohns.ubc.ca>) which is a separate legal entity that operates independently from the Landlord. You agree to pay to the current meal plan provider the fees established by the meal plan provider for you and your spouse, and to be bound by the meal plan provider's terms and conditions. For greater certainty, your meal plan fees are charged separately, and in addition to your Residence Fees.



In the event that the College changes meal plan providers, you agree to pay the fees established by the new meal plan provider and to be bound by the new meal plan provider's terms and conditions. The fees, and terms and conditions of the new meal plan provider may differ from those of the current meal plan provider. The College will, if possible, provide you with one month's notice of any change in meal plan providers.

**9. Re-Assignment to Different Accommodation**

If in the sole opinion of the Principal, the health, safety or well-being of any resident of the College may be jeopardized, the Landlord reserves the right, upon 24 hours' notice to assign you to a different accommodation. In all other cases except emergencies, the Landlord reserves the right, upon 30 days' notice, to assign you to a different accommodation. This may include requiring you to move to a different type of accommodation within the College's residential area or to another residence managed by Student Housing and Community Services. In such cases, you will be required to move to the new accommodation assigned by the Landlord and to pay the Residence Fees and meal plan fees (if applicable) stipulated for the new accommodation.

**10. Accessibility**

If you, your spouse or your guests have mobility or agility disabilities, you may nonetheless request assignment to accommodation located above the ground floor on the basis that you understand and accept that inconveniences may occur for those who have difficulty negotiating stairs. The Landlord will take action promptly to repair any malfunctioning elevator equipment, however it is not responsible for service disruptions which limit access to areas of the Residential Property (for example, shared laundry facilities).

**11. Guests**

You are responsible for the behaviour of all of your and/or your spouse's guests in your accommodation and the Residential Property. Any behaviour by your guest that breaches or if had been performed by you would have breached a term of this Contract is deemed to be a breach of the Contract by you.

No guest, or series of guests, may stay at your accommodation for more than seven (7) nights in any 30-day period without the prior written consent of the Principal. You must be staying at your accommodation together with any guests that are present.

**12. Non-Residence Furniture or Equipment**

Your accommodation is furnished. You may not remove the Landlord-supplied furnishings from your accommodation without the prior written authorization of the Principal or their designate. Additional furniture or large equipment (for example – exercise equipment) may be placed in your accommodation or shared living areas only with the prior written authorization of the Principal or their designate. You must remove any additional furniture or equipment you have brought into your accommodation or onto the Residential Property prior to vacating, and reassemble and return the Landlord-supplied furnishings to their original location. Costs associated with replacing, reassembling or relocating Landlord-supplied furnishings or removing any additional furniture or equipment from your accommodation elsewhere on the Residential Property will be assessed to you.

**13. Vacating**

You will provide vacant possession of your accommodation, follow all check-out procedures, and return all keys to your accommodation, no later than 12 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 your possessions, including all additional furniture you have brought in, from your accommodation (including all common living and storage areas) and the Residential Property. If you fail to provide vacant possession when required pursuant to this Contract then, in addition to the Landlord's other remedies, you will pay all the Landlord's costs for such failure to vacate

including, without limitation, the cost to the Landlord incurred to clean your accommodation and provide hotel and meals for the incoming resident (and their spouse, if applicable) who is scheduled to take possession of your accommodation.

You acknowledge that in the case of any personal property not removed from your accommodation or Residential Property, the Landlord will remove and dispose of such personal property without compensation to you, your spouse or any other person. You agree that the Landlord will be under no obligation to store such personal property, to sell it or otherwise recover its value.

#### **14. Abandoned Accommodation and Personal Property**

Without limiting any other remedies of the Landlord pursuant to this Contract or at law, you and the Landlord agree that your accommodation and personal property found within your accommodation may be deemed by the Landlord to be abandoned when:

1. a substantial amount of your personal property is removed from your accommodation and the Residence Fees are unpaid after the date that it is due; or
2. the Residence Fees have been unpaid after the date it is due and the Landlord has not received a response from you for a period of 14 days after sending a notice to you.

You and the Landlord agree that if your accommodation is abandoned, the Landlord may re-enter your accommodation without notice to you and without liability for damage or prosecution. In addition to any additional rights the Landlord may have, the Landlord may thereafter re-rent your accommodation.

You acknowledge that in the case of abandonment, the Landlord will remove and dispose of all personal property found in your accommodation and on the Residential Property without compensation to you, your spouse or any other person. You agree that the Landlord is under no obligation to store such belongings or to sell them or otherwise recover their value.

#### **15. Condition of Accommodation**

1. You will maintain ordinary health, cleanliness and sanitary standards throughout your accommodation. You shall maintain the exterior of your accommodation in a reasonable state of tidiness which shall include, without limitation, refraining from displaying any signage on the exterior of your accommodation or the Residential Property.
2. You are responsible for the cost of repairing damage to your accommodation and the Residential Property caused by you, your spouse, or guests. You are not responsible for reasonable wear and tear to your accommodation.
3. You 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. You are required to report the presence or suspected presence of such pests (including bedbugs) in your accommodation to the Landlord. Upon providing you with reasonable notice, if possible, and otherwise without notice in the interests of preventing the spread of insects, rodents or other vermin, authorized personnel of the Landlord may enter your accommodation to inspect for the presence of insects, rodents or other vermin. Should, in the opinion of the Landlord, treatment of your accommodation be required, you will comply with the prescribed treatment methods and protocols. This may include treatment, cleaning, relocation and/or removal and disposal of furnishings or personal possessions, including clothing. In such an event you will not be reimbursed by the Landlord for any disruption, relocation, loss or loss of use of personal property or furnishings.
4. Within seven (7) days of taking possession of your accommodation, you are required to complete the "room inventory and condition" report available via the *Online Service Centre* at <https://secure.housing.ubc.ca> outlining any existing defects in your accommodation. At the Move-Out Date or such earlier date you vacate your accommodation, if your accommodation is not left in a

condition similar to the condition it was, as set out in your room inventory and condition report, you agree to pay the Landlord the costs of cleaning and repairing it. The room condition and inventory report will form the basis of the assessment and you agree to be responsible for all defects not reported on that report. If you do not complete the room condition and inventory report as required, you will be responsible for all defects and/or damage in your accommodation.

**16. Renovations and Alterations**

You will not alter, redecorate, wallpaper, or change in any way your accommodation except as authorized in writing by the Landlord. Without limiting the foregoing, you will not cause spikes, hooks, screws or nails to be put into walls or woodwork of the interior or the exterior of your accommodation. Examples include the attachment or installation of bookcases, shelving, hanging planters, security alarm systems, hose racks, and satellite dishes. You will not remove window coverings provided by the Landlord. You will not alter or cut the landscaping (shrubs, plants, bushes, trees, hedges, flowers, et cetera) planted by the Landlord except as authorized in writing by the Landlord, except in designated community gardens set aside for use by residents of the College (if any). You will pay to the Landlord the Landlord's cost, using the Landlord's workforce, of rectifying any damage you, your spouse and/or your respective guest(s) cause to your accommodation and/or the Residential Property.

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

1. You acknowledge that the Landlord has the right to enter your accommodation 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, and when the Landlord has a reasonable belief that you are in breach of a material term of this Contract, for the purpose of investigating the allegation of a material breach.
2. Except when otherwise permitted pursuant to sections 15 and 20, the Landlord will provide at least 24 hours' notice to you prior to entering your accommodation 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, or to conduct an inspection of your accommodation in advance of you vacating your accommodation.
3. The Landlord may enter your accommodation from time to time throughout the Term for the purpose of inspecting the condition of your accommodation and the Landlord's property therein, provided that the Landlord will provide at least 24 hours' advance notice to you.

**18. Locks and Keys**

You will not place additional locks upon any door of your accommodation or Residential Property or alter the locks in any way without the written consent of the Landlord.

Tampering with, forcing or disabling a door's locking mechanism is prohibited.

You agree to pay the Landlord a fee for any lock changes and additional keys required by you or incurred by you caused by your actions, or those of your spouse or guests.

You will not copy, tamper with or compromise any key, keycard or key fob provided by the Landlord. You may not give possession of your keys to your guests, friends, or any other person. Unauthorized possession or unauthorized use of residence keys is prohibited and may result in eviction.

**19. Maintenance and Repairs**

The Landlord will provide and maintain your accommodation in a reasonable state of decoration and repair, suitable for occupation by you. The Landlord will comply with health, safety and housing standards required of it by law. You will provide the Landlord with prompt notification of any repair work or maintenance needed to your accommodation, using the *Online Service Centre* at <https://secure.housing.ubc.ca>, and shall not perform or contract with third parties for such work.

## 20. Maintenance Requests and Entry

If you request repairs or maintenance to be carried out in your accommodation, you consent without further notice to the entry into your accommodation by any tradesperson at such times as the tradesperson is available to carry out such work whether or not you or your spouse are at your accommodation at that time.

## 21. Liability and Insurance

The Landlord is not responsible for property belonging to you, your spouse or any of your or your spouse's guest(s) which is lost, stolen or damaged in any way, regardless of cause, wherever this may occur in your accommodation or on the Residential Property, including any storage facilities. The Landlord is not responsible for any injury, death, damage or loss whatsoever caused to you, your spouse or any of your or your spouse's guest(s) while in or about your accommodation, the Residential Property or the Landlord's campus or while engaged in activities organized or sponsored by the College or the Landlord. Without limiting the generality of the foregoing, the Landlord shall not be responsible for injury, damage or loss to you or your 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.

You agree not to do, or permit to be done, any act or thing which may render void or voidable any insurance policy of the Landlord. You agree to indemnify and save harmless the Landlord from and against any expense, loss or damage suffered by the Landlord by reason of you, your spouse or any of your or your spouse's guest(s)'s breach or non-performance of any term of this Contract.

The University carries insurance for its own benefit (See the UBC Risk Management Services website <https://srs.ubc.ca/insurance/> for more information). The University does not provide you or your spouse with general insurance, liability insurance or property insurance for any of your or your spouse's personal belongings.

It is recommended that you arrange insurance coverage for you and your spouse, and all of your personal effects. The Landlord strongly advises you to obtain a residential insurance policy that covers:

1. loss of personal 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 your family's home insurance policy, or you can obtain your own insurance package. Please consult with your insurance agent.

## 22. Utilities and Computer Networks

Subject to section 48 (Landlord's Performance), the Landlord will endeavour to supply an uninterrupted supply of water, heat and electricity to your accommodation. 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.

If you, your spouse or any of your guests use the ResNet computer network, you are responsible for each person abiding by the *ResNet Service Agreement* (<https://it.ubc.ca/services/email-voice-internet/resnet/service-agreement>) and 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.

## **23. Parking and Bicycles**

### **1. Motorized Vehicles**

Parking for the College's residents is available through UBC Parking. For information about rates, terms, and conditions refer to the Residence Parking section of the Student Housing and Community Services website at <https://www.housing.ubc.ca>. Parking of motorized vehicles (which includes, but is not limited to, cars, motorcycles, mopeds and scooters) on the University campus is strictly regulated. If you, your spouse or your guest(s) is/are in violation of the University's parking regulations, the vehicle may be towed at the owner's expense in accordance with those regulations.

### **2. Bicycles**

Bicycle theft is a common problem throughout the British Columbia Lower Mainland, including the University campus. Good quality locks or chains are recommended for all bicycles. All of the residences have bicycle storage areas. Bicycles must not be brought into or stored in hallways, lounges or in areas that impede exit from buildings. Bicycles must be stored on the racks or bars designed for that purpose. Bicycles found in any other areas (i.e. attached to posts, railings, trees, et cetera) will be removed and disposed of without compensation to the resident or to the owner of the bicycle (if not the resident). The Landlord is not responsible for theft or damage to bicycles, wherever it may occur.

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 such bicycles. Residents are required to check their bicycles at least every two weeks to ensure it has not been tagged for removal. The Landlord shall not reimburse or otherwise compensate any resident or the owner of any bicycle (if not the resident) for loss or loss of use of a bicycle deemed to be abandoned and disposed of in accordance with this section.

### **3. Vehicles in pedestrian courtyards**

Vehicles, including motorcycles and mopeds and scooters, are not permitted to be driven or parked in pedestrian courtyards or fire lane areas. Consequently, they may be ticketed or towed at the owner's expense.

## **24. Assignment and Unauthorized Occupancy**

Only you and your spouse may occupy your accommodation. This Contract and your accommodation cannot be assigned, sublet, lent to or otherwise shared with another person. For greater certainty, you are not permitted to rent out your accommodation or any part of your accommodation. Without limiting the foregoing, allowing people to stay in your accommodation through the use of short-term rental services (for example - Airbnb) is not permitted even if you are also present in the accommodation at the same time. This is so even when money or other consideration are not exchanged. Unauthorized assignment, subletting, lending or sharing is a breach of this Contract and may, at the Landlord's option, result in the eviction of both you and your spouse and the person(s) occupying or sharing your accommodation.

## **25. Pets and Guide Dogs**

No pets or animals are permitted on the Residential Property or in your accommodation. For greater certainty, you will not permit guests to bring animals in or near your accommodation.

If during the Term of this Contract, you or your spouse requires that a guide dog or service dog reside in your accommodation, you must obtain the written permission of the Landlord by following the process described below. This must be done prior to the animal arriving at your accommodation.

If you or your spouse 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, you will be granted permission to keep the certified guide dog or service dog in the accommodation if you apply to the Landlord and provide documentation acceptable to the Landlord 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*.

Depending on availability and the type of accommodation requested, the Landlord may require time to locate an appropriate unit. Accordingly, please notify the Landlord and provide the information described above as soon as possible after learning about you or your spouse'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 Landlord's applicable policies, rules and regulations.

## **26. Conduct on Property**

1. The resident, their spouse and their guests are expected to engage in conduct that facilitates the quiet enjoyment of the Residential Property by all residents, other spouses and their guests. Upon request to discontinue any offensive conduct that is brought to the resident's attention by the Principal, the Landlord, or any other person, the resident will immediately cease and desist from the conduct, until such time as a determination on the reasonableness of the conduct is determined by the Principal.
2. The resident, their spouse and their guests shall not engage in any conduct that in the opinion of the Principal:
  - a) causes or permits unreasonable noise or nuisance;
  - b) significantly interferes with, or unreasonably disturbs other persons on the Residential Property;
  - 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.
  - 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 oneself;
3. For clarity, a reference to 'any person on the Residential Property' includes employees and agents of the University and visitors to the Residential Property. A reference to 'property of others' includes the property of the University.
4. Without limiting the foregoing the resident will comply with the provisions of Appendix II.

## **27. Attack on the Dignity and Security of an Individual**

1. Conduct or communications involving or directed at residents or visitors or staff of the College that:
  - Are offensive, threatening, demeaning or discriminatory (for example, racist, sexist, homophobic);
  - constitute harassment; or
  - contribute to an intimidating, hostile or uncomfortable environment;are prohibited, and may result in eviction from residence ("Prohibited Activities").

2. Examples of Prohibited Activities include, but are not limited to:
  - repeatedly following or attempting to make unwanted contact with another person;
  - displaying posters, pictures, or other materials containing content defined in section 27 (1) where they can be viewed from public areas (including shared common areas); and
  - using social media to redistribute, repost, or forward communications that contain content defined in section 27 (1).
3. The determination of whether any conduct or communication constitutes a Prohibited Activity will be made by the Principal. Conduct or communications that may be acceptable in another context may not be acceptable in a residential environment.

**28. 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 restriction on the use of Drones.

**29. Cooperation with Staff and Others**

Residents and guests shall cooperate with requests from staff members, emergency personnel and police. Failure to cooperate with, and/or verbal or physical harassment or abuse of a staff member (housekeepers, Front Desk personnel, trades staff, third-party contractors, emergency and/or police personnel, et cetera) may result in disciplinary action, eviction from residence, and/or referral to the University disciplinary process. Misleading or not cooperating with a disciplinary investigation may result in disciplinary action.

**30. Theft**

Theft or possession of another person's property without permission is prohibited and may result in eviction, and/or referral to the police.

**31. Violence/Physical Aggression**

Physical aggression and violence are not tolerated in residence.

Physical aggression and violence include any physically aggressive or violent behaviour, such as fighting, hitting, punching, slapping, kicking, pushing, pulling, throwing objects at another, et cetera. The need for self-defence is recognized. Physical self-defence is acceptable only when the resident has no other means to escape another's physical aggression, and then only at a level necessary to escape.

Anyone engaging in physically aggressive behaviour or violence may be evicted from the College.

**31A. Sexual Misconduct**

Sexual Misconduct, as defined in the Board of Governors' Sexual Misconduct Policy, is not permitted and may result in discipline up to and including eviction. Please see Appendix II for the definition of Sexual Misconduct. The terms "Director of Investigations", "Disclose", "Disclosure", "Investigation", "Investigation Findings", and "Report" as used in this section have the same meanings as in the Sexual Misconduct Policy.

When an alleged violation of this Contract is brought to the attention of the Principal and that alleged violation (in the opinion of the Principal) falls within the definition of Sexual Misconduct, then the matter will not be investigated by the College. 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 Principal 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

Principal is provided with a copy of the Investigation Findings, the Principal will rely upon the Investigation Findings to determine whether a violation of the residence standards and regulations has occurred and if so, what the appropriate sanction should be. Any sanction imposed pursuant to this Contract 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 the College 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 or other action by UBC under the Sexual Misconduct Policy.

**32. Use of Accommodation**

You will use and ensure that your spouse uses your accommodation solely for residential purposes. No one is permitted to use your accommodation for any illegal purposes. No one is permitted to carry on any business from your accommodation or the Residential Property 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 your accommodation and the decision by the Associate Vice-President of Student Housing and Community Services on this matter is final.

**33. Additional Appliances**

You will not use or install any additional appliances in your accommodation without the written consent of the Landlord. Appliances include, but are not limited to: stoves, stove-tops, hot plates, butane burners, air conditioners, refrigerators, freezers, dishwashers, washing machines or clothes dryers. The following appliances are permitted: microwave oven, hot sandwich maker, slow cooker, electric kettle, coffeemaker, small bar fridge. You are required to be in attendance at all times while preparing food in/on any permitted appliances.

**34. Facilities for all Residents**

Any lawn, garden, grounds or area connected with or adjoining or adjacent to your accommodation is for the use of all residents of the Residential Property, their guests and authorized visitors, and is not for the sole or exclusive use of any one resident. You will not obstruct or hinder the use of the same by other persons.

**35. Obstruction of passageways**

You will not obstruct the entry passages, walkways and stairwells, including areas under stairways and emergency exit stairwells, of the Residential Property.

**36. Throwing Objects**

Throwing, dropping, knocking or ejecting objects from residence buildings, windows, balconies or stairwells, whether intentionally or unintentionally, is prohibited and may result in eviction. For greater clarity, you must not place objects on windowsills close to any windows that open and you must ensure that all objects stored on balconies are secured such that they will not fall or be blown off the balcony.

**37. Safety and Security**

1. You are responsible for taking reasonable precautions to ensure that your accommodation 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.
2. You will take every precaution to avoid fire hazards in and around your accommodation and will observe all fire safety regulations required by law and those required by the Landlord:



- a) Safety equipment including sprinklers, smoke detectors, heat sensors, exit signs, fire extinguishers, pull stations, hoses, alarm bells and any other safety equipment necessary to safeguard residents shall not be handled by the resident other than in an emergency.
- b) In compliance with fire safety regulations, no personal belongings (including but not limited to boxes, sports equipment and bicycles) shall be placed in any hallway, corridor, stairwell, area of refuge or similar common area.
- c) Leaving open flames or burning objects unattended (for example burning candles or incense) is not permitted.
- d) Leaving cooking appliances (for example toaster, stove, and microwave) on in your room or in the common kitchens unattended is not permitted.

**38. Combustible Materials**

You will not at any time bring or keep on your accommodation or the Residential Property any inflammable, combustible or explosive substance. Without limiting the foregoing you will not store kerosene, gasoline, or fireworks in or near your accommodation or anywhere else on the Residential Property.

**39. Barbecuing and Outdoor Cooking**

Cooking outside of your accommodation is only permitted in the designated area(s) authorized by the Principal, using equipment (for example barbecue) provided by the College. Where outdoor cooking is permitted, the barbecue or outdoor cooking appliance must be attended at all times.

**40. Weapons**

You, your spouse and your guests are not permitted, at any time, to bring on to or keep in your accommodation or the Residential Property, any of the following (each of which is described as a “weapon”):

- any real or replica projectile weapons, including but not limited to real or replica firearms, bows, cross-bows, spears, sling shots, paint-ball guns, or air guns (which includes without limitation BB guns, pellet guns and airsoft guns);
- blades including but not limited to swords, bayonets, épées, and blades used in martial arts;
- any other weapons, whether used for martial arts or other forms of combat training, or otherwise; or
- any body armour as defined in the British Columbia *Body Armour Control Act*

Wielding any object in a threatening or aggressive manner may result in eviction and referral to the police.

Where you believe that you have a legitimate reason for possession of a weapon (e.g.: martial arts) you must request an exemption from the Principal whose decision on the matter is final. The Principal may, in the Principal’s sole discretion, grant or reject an exemption request. Exemptions will be conditional upon compliance with certain rules regarding the weapon’s use and storage while at residence, as described in the exemption. Upon any failure to abide by the conditions of the exemption, the Principal may withdraw the exemption, with immediate effect. In all matters regarding the possession of weapons at residence, the decision of the Principal is final.

Regardless whether an exemption (described above) is granted, you will not and will not permit your spouse or guest to at any time operate, use or openly transport a weapon on or about the Residential Property

**41. Additional Policies, Laws, Rules and Regulations**

You shall and shall ensure that your spouse shall, in the use and occupation of your accommodation, abide by all applicable federal and provincial laws and regulations, local government bylaws, and applicable College and University rules, regulations, policies and procedures, including, without limitation, those additional policies, rules and regulations attached hereto as Appendix II. The Landlord in consultation with the Principal may, from time to time, create additional policies, rules and regulations to address matters that

have arisen subsequent to the execution of this Contract. You agree to observe and comply with and to cause your spouse to observe and comply with all such additional policies, rules or regulations that are publicly posted by the Landlord, and/or delivered to you at your accommodation, or delivered to the email address that you have provided to the University's *Student Service Centre* (<https://ssc.adm.ubc.ca/sscportal/>).

#### **42. Smoking, Vaping, and Incense**

The term "smoking," as used in this Contract, and in the College and University policies, rules and regulations applicable in respect of your accommodation and the Residential Property (see section 41 above), is deemed to include, 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). For further clarity, vaping using any liquids, including water, is not permitted in residence.

You acknowledge that smoking is not permitted in your accommodation and is not permitted elsewhere in any area of any building on the Residential Property, including without limitation the common kitchens, Study Room, Social Lounge, Dining Hall, St. John's College Office, laundry facilities, and other common areas including building stairwells or walkways or fire exits.

Subject to section 42A, any smoking on the Residential Property must take place outside buildings a minimum of eight (8) meters away from the outermost exterior of all buildings (for example: building overhangs, balconies, entrance canopies, et cetera.)

Upon the request of the Principal, you will not burn incense or scent in your accommodation or on the Residential Property. At the request of the Principal, you will remove hookahs, shishas and any other smoking device from your accommodation and the Residential Property.

Please see section 42A for the more restrictive rules that apply to smoking cannabis products.

#### **42A. Use of Cannabis**

In this section:

"cannabis" 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.

"cannabis equipment" means any equipment or device used to prepare or consume cannabis products (for example bongs, vaporizers, scales, grinders, etc.).

"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 at the College.

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 Contract.
2. Where the provisions of this Contract 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 Contract prevail.

3. Notwithstanding section 42 of this Agreement, smoking, vaporizing or consuming a cannabis product through means of inhalation is prohibited 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 Contract.
4. The possession or cultivation of cannabis plants in your accommodation or elsewhere on Residential Property is prohibited.
5. Cannabis products must be stored:
  - a. in your private space in your bedroom. For example – they cannot be stored in a shared fridge, freezer or cupboard;
  - b. with labels clearly indicating they contain cannabis; and
  - c. sealed in a container such that any smell is undetectable outside of your residence room or, in a shared room, by your roommates.
6. Cannabis equipment must be stored:
  - a. in your private space in your bedroom. For example – it cannot be stored in a cupboard or closet;
  - b. sealed in a container such that any smell is undetectable outside of your residence room or, in a shared room, by your roommates; and
  - c. with labelling clearly indicating it is used to prepare or consume cannabis;
7. Failure to adhere to the provisions of this Contract with respect to cannabis may result in the imposition of disciplinary or remedial measures by the Principal pursuant to Appendix II including eviction from residence. In particular failure to properly store or label a cannabis product or cannabis equipment leading to another person inadvertently consuming cannabis may result in eviction from residence.

#### **43. Overholding**

If you remain in occupation of your accommodation after the Move-Out Date or your eviction date, no new right of occupation is thereby created and the Landlord may, without notice, re-enter and take possession of your accommodation, remove you and all other persons and property and use such force and assistance as the Landlord deems necessary to retake possession of your accommodation. In this situation, any Residence Fee payment(s) processed by you 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 acknowledged in writing by both the Principal and the Associate Vice-President, Student Housing and Community Services. If the Principal and the Associate Vice-President, Student Housing and Community Services expressly grant their written approval to your continued occupation of your accommodation and accept payment of Residence Fees for that occupation, then any right of occupation that is thereby created shall be for the period contained in such approval, at the Residence Fees previously payable for your accommodation and subject to the terms of this Contract, as applicable for the occupancy period.

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

#### **44. Construction**

There are on-going maintenance, renovation and construction projects taking place in and around the residences. This may include interior work, including work inside units. The work typically takes place during UBC's regular approved hours for such work: between the hours of 7:30 a.m. (0730 hours) to 7:00

p.m. (1900 hours) on any week day that is not a statutory holiday; and, between 9:00 a.m. (0900 hours) to 5:00 p.m. (1700 hours) on any Saturday that is not a statutory holiday. Note that maintenance, renovation and construction projects do sometimes occur outside of these hours. On-going maintenance, renovation, and construction projects will continue throughout the year, including 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. Residents may be required to temporarily or permanently relocate to facilitate construction or renovations to their residence area. There will be no compensation or reduction to your residence fees due to disruption and/or relocation.

**45. Delivery of Personal Property**

The University will not accept personal property delivered anywhere on the Residential Property prior to your arrival. You are required to make arrangements to have all personal property held in storage off campus until you have checked into residence. After you have checked into residence the University will accept delivery of items to the College Administration Office provided always that staff will not accept:

- packages that require payment for delivery, customs, taxes or other fees;
- furniture, appliances or other large or heavy objects or equipment;
- items that in the opinion of the staff are dangerous or illegal or otherwise pose health hazards;
- items that in the opinion of the staff are impractical to store in the storage facilities at St. John's College.

It is your responsibility to confirm in advance whether St. John's College staff will accept any particular item and you are responsible for any costs associated with the refusal of St. John's College staff to accept items. The University does not accept any responsibility for the safekeeping of items delivered to the College Administration Office or otherwise delivered to the Residential Property, even when signed for or accepted by St. John's College staff.

**46. Denial of Other University Services**

In addition to any other remedies available to it pursuant to this Contract or at law, the Landlord may, pursuant to the University's *Late Payment Policy* (<https://universitycounsel.ubc.ca/policies/index/>), suspend privileges and deny services if any fees owing pursuant to this Contract remain unpaid by you either during the Term of this Contract or after its termination or conclusion for any reason.

**47. Remedies**

The remedies of the Landlord specified in this Contract 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 Contract, the Landlord will be entitled to restrain by injunction any violation or attempted or threatened violation by you of any of the covenants or agreements hereof.

**48. Landlord's Performance**

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

To the extent that the University is unable to fulfil, or is delayed or restricted in fulfilling its obligations under this Contract by any cause beyond its control, the University shall be relieved from the fulfilment of its obligations during that period and you shall not be entitled to any reduction in fees or compensation as a result thereof. Without restricting the generality of the foregoing, the University shall not be responsible for:

1. failing to meet its obligations under this Contract due to a strike by its employees, a lock-out of employees by the University or any other form of job action or labour unrest, acts of God including fires, floods, storms, earthquakes, intervention by civilian or military authorities, acts of war, acts of

terrorism, public health emergencies, or new or amended federal, provincial or local government laws, regulations, bylaws or policies or

2. the failure to provide any utility to the accommodation, or a reduction in the quality or quantity of a utility, whether such utility is provided by the University, or by third party providers.

**49. Application of Residential Tenancy Act**

You acknowledge that, as is expressly stated in the *Residential Tenancy Act* of British Columbia, the *Residential Tenancy Act* of British Columbia does not apply to this Contract or you and your spouse's occupation of your accommodation.

**50. Protection of Privacy**

Personal information in possession of the University will not be released to persons outside the College's and the University's 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.

You hereby consent to the Landlord and the College disclosing the personal information about you and (if applicable) your spouse, contained in your online acceptance form and the supplementary documentation concerning your meal plan purchase, the Contract Confirmation, ID and Emergency Contact Card, and any dietary information you may provide to the Landlord, to the St. John's College Culinary Service, or any replacement food service provider, for the purpose of facilitating your membership in the society, your purchase of a meal plan from the society, as set out in section 8 of this Contract, and your participation in the meal plan.

**51. Time is of the Essence**

Time is of the essence in this Contract.

**52. No Waiver**

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

**53. Modification**

Changes may not be made to the terms of this Contract without the written permission of the Associate Vice-President, Student Housing and Community Services, or their designate. During the Term of the Contract, the Landlord may unilaterally change or delete any provision of this Contract or add provisions to this Contract (each, a "change") by sending you an email notification to the last email address you have provided to the University pursuant to section 56 (Notice) below, or otherwise to the College, or by written notification delivered to your accommodation or by posting a notification in the building in which your accommodation is located. Changes will be effective and binding upon you 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.

**54. Headings**

The headings appearing in this Contract 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 Contract.

**55. Extended Meanings**

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

**56. Notice**

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

1. may be given to the Landlord by delivery of the notice to the Student Housing and Community Services main office during hours that the office is open for business, or by email to [yearround@housing.ubc.ca](mailto:yearround@housing.ubc.ca).
2. may be given to you by leaving a notice at your accommodation or by sending an email at the last e-mail address registered by you with the University's *Student Service Centre* at <https://ssc.adm.ubc.ca/sscportal> (for students) or via the *Online Service Centre* at <https://secure.housing.ubc.ca> (for faculty/staff/non-student).

Notices given by delivery in accordance with this Contract to the Landlord's Office or your accommodation will be deemed to have been received on the date of the delivery. Nothing in this section prohibits the delivery of notices to you by other means.

It is your responsibility to keep your email contact information current with the University's *Student Service Centre* (student) or with the *Online Service Centre* (faculty/staff/non-student).

**57. Special Provisions Related to Covid-19**

1. The following provisions relate to the public health emergency arising from the COVID-19 virus and any variant, or recurrences thereof, whether declared or undeclared by government authorities (the "Covid-19 Emergency").
2. During the Covid-19 Emergency Student Housing and Community Services will be following all health and safety requirements required of it by government authorities including Provincial Health Authorities, the Provincial Health Officer, and WorkSafe BC (each "Government Authorities"). Student Housing and Community Services will implement these health and safety requirements and may choose to implement additional measures that are in excess of the safety requirements of Government Authorities. These measures are for the benefit of the residents, their guests, employees of UBC and for the benefit society in general, and may be modified from time to time.
3. To address the Covid-19 Emergency, notwithstanding any other provision of this Contract:
  - a) Residents must fully comply with the all relevant UBC rules regarding Covid-19 as well any additional measures required by Student Housing and Community Services. Examples of these additional measures could include but are not limited to:
    1. Closing or limiting access to common areas on the Residential Property;
    2. Requiring handwashing or other hygiene routines to be followed while on Residential Property;
    3. Requiring the use of personal protective equipment such as masks or gloves;
    4. Requiring special cleaning procedures or other procedures to be followed in a resident's accommodation, particularly with respect to shared spaces, kitchen facilities and washrooms;
    5. Requiring the prompt reporting of any illness to the staff of Student Housing and Community Services;
    6. Being required to be tested for the Covid-19 with the results of such test reported to a unit of UBC or Government Authorities;
    7. Following any requirements for quarantine procedures in the event of sickness, which may include the requirement to move to different accommodation or another residence area;
    8. limiting or restricting visitors to accommodations or to the residence property, or limiting or restricting visiting between residences, floors or units;

- b) Student Housing and Community Services may move accommodation, change the configuration of your accommodation, and change the physical layouts of units.
  - c) Student Housing and Community Services may be required to close certain residences, certain classes of accommodation, or reduce the number of residents in specific residences. In such case it may terminate this Contract and require you to vacate your accommodation.
  - d) Measures may be imposed restricting the number of persons permitted in the dining facilities, closing certain dining facilities, reducing the types of foods available (for example removing self serve options) or requiring meals to be picked up on a 'take-out' basis, or be delivered to your accommodation or residence area.
4. The resident acknowledges that although Student Housing and Community Services will take steps to be in alignment with directives of Government Authorities, and its own and other UBC requirements, it cannot guarantee that other residents will consistently follow them, particularly when in their accommodation.
  5. The resident acknowledges that Student Housing and Community Services cannot guarantee the resident will not be exposed to Covid-19 or any variants thereof, while on properties controlled by Student Housing and Community Services and the resident waives any and all claims that the resident has or may in the future have against UBC (including Student Housing and Community Services), its governors, senators, officers, employees, agents, students or representatives (collectively the "Releasees") and releases the Releasees from any and all liability for any loss, damage or injury that the resident may suffer, arising from or as a result of the transmission of Covid-19 or any variants thereof to the resident directly or indirectly arising from the services provided pursuant to this Contract due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care.
  6. The resident consents to Student Housing and Community Services providing other units of UBC as well as Government Authorities with any information required by them regarding the resident, including resident's health information, in relation to their management of the Covid-19 Emergency.
  7. Notice to residents of any measures may be given through the email address provided by the resident, by posting of notices (physically or on webpages), or verbally by the staff of Student Housing and Community Services. For the most up to date list of Student Housing and Community Services Covid-19 related rules and measures please see <https://vancouver.housing.ubc.ca/residence-life/health-safety/covid-19/>.
  8. Given the risks of non-compliance, failure to comply with any Covid-19 related rules or measures required by Student Housing and Community Services could result in immediate termination of this Contract.

## APPENDIX I

### Contact Information

If you have questions regarding St. John's College membership, meal plan, residence assignments, services, and facilities, contact:

St. John's College  
2111 Lower Mall  
Vancouver, BC V6T 1Z4

Website: <https://stjohns.ubc.ca/>  
Email: [sjc.membership@ubc.ca](mailto:sjc.membership@ubc.ca)

Phone: 604.822.6522  
Fax: 604.822.8885

If you have questions regarding St. John's College residence contract, rates and payments contact:

Student Housing and Community Services  
Main Office, 2205 Lower Mall  
Marine Drive Building 6  
Vancouver, BC V6T 1Z4

Website: <https://www.housing.ubc.ca>  
Email: [yearround@housing.ubc.ca](mailto:yearround@housing.ubc.ca)

Phone: 604.822.4411  
Fax: 604.822.6935

## APPENDIX II

### Additional College policies, rules and regulations

You acknowledge that you are required to have read the College's policies, rules and regulations, and the additional regulations set out in this Contract (including this Appendix) (collectively, the "College's Policies"), as they may be amended from time to time.

### Membership

St. John's College offers Residential Membership to graduate students, post-baccalaureate students, post-doctoral fellows and visiting scholars and students. The College agrees to provide an environment that is beneficial toward graduate studies, intercultural, intellectual and social exchange, privacy and a quiet enjoyment of your accommodation. The resident agrees to contribute to creating such an environment and fulfill the resident's obligations responsibly.

Aside from taking up residence at St. John's, residential membership entails active involvement in the social and academic aspects of College life. Involvement takes the form of participation on various social and academic committees, and attendance at functions and lectures sponsored by or otherwise linked with the College. All Junior Fellows (residents) must understand that by accepting residential membership at St. John's College they also commit to being fully involved and engaged in community life— social, academic, and administrative.

### Respectful Environment

As part of a multicultural community it is essential for every resident of St. John's College to promote and maintain an atmosphere of respect for all residents. It is important to be aware of and sensitive to cultural and personal differences. Discrimination or harassment of any sort is not tolerated within a community such as St. John's, whose residents are continuously in close contact.



## Visitors

Persons under 19 years of age are not permitted to visit overnight at the College.

## Noise

The resident shall not make excessive noise which may be heard outside the resident's unit or outside the College, or disturb another resident. Though the College does not have a formal "quiet hours" policy, residents are required to give every consideration to their neighbours in relation to noise levels. This means being conscious of and minimizing noise in all areas of the College at all hours of the day and night.

## Dining and Meal Preparation

1. The resident shall not remove any dishes, cutlery or glasses from the Dining Hall or Common Kitchens. Residents will supply their own dishes and cutlery for use in the Common Kitchens.
2. The resident must be in attendance at all times while preparing food in/on any cooking appliances including, but not limited to, microwaves, toasters, stoves, et cetera in the Common Kitchens.
3. Residents using the Common Kitchens are required to clean up after themselves (e.g.: wash used dishes, pots, pans, and wipe counters, appliances, et cetera) before leaving the kitchen.

## Conflict Resolution

Community living is tremendously rewarding as it involves learning about what it takes to live in harmony with others from diverse backgrounds and experiences and who come with diverse world views. St. John's College residents must commit to showing respect for the rights, views and dignity of every other person in the community.

Should issues arise between residents, the College encourages discussion between those involved in order to arrive at a mutually-agreeable solution. Should such discussions between the directly-affected residents prove unsuccessful, the Principal will facilitate a conflict resolution process which may involve individual and/or joint meetings with the affected residents, and will determine the most appropriate resolution.

When an alleged violation of the College's Policies is brought to the attention of the Principal, the Principal is responsible for ensuring that an investigation is conducted. The Principal will then decide on the balance of probabilities, taking into account the relevant evidence (including circumstantial evidence), whether a violation has occurred, and if it has, the appropriate sanction.

If you are found in violation of a College Policy, the Principal, in the Principal's sole discretion and depending on the severity of the violation, may issue a warning, restrict rights and privileges, require certain terms and conditions be complied with, or, in appropriate circumstances (for example serious violations, repeat or multiple violations, or where you in the opinion of the Principal pose a threat to yourself or others, or to College or University property) the Principal may direct that the Landlord terminate this Contract, evict you from your accommodation and take other reasonable measures to ensure the safety and security of persons and property. If the Landlord terminates the Contract pursuant to this section then, in addition to any other available remedies, you will remain indebted for all fees (which includes Residence Fees and assessments) accrued pursuant to the terms of the Contract and any that may arise:

- from or be related to your occupation, use of and departure from your accommodation and the College; and
- otherwise from your failure to comply with the terms of this Contract, including, for greater certainty, fees for the balance of the Contract Term remaining after your eviction. In most cases, this amount will exceed the Termination Fee payable in accordance with section 7.

Your failure to comply with the Principal's requirements is, itself, a violation of the College's Policies, and may result in further action by the Principal.

You may appeal measures taken by the Principal to enforce College Policies in accordance with the procedures outlined by the College in its **Decision Appeal** brochure, as it may be amended from time to time. Any appeal of a finding of Sexual Misconduct as referred to in section 31A must be made in accordance with the Board of Governors *Sexual Misconduct Policy*. All sanctions imposed on a resident take effect immediately and will not be suspended pending appeal.

In addition to being investigated and acted upon by the Principal, incidents and complaints may be:

- referred to the University's Equity office, and/or
- investigated under the University's discipline procedures, and/or
- investigated under any other applicable policy of the University, and/or referred to the police or other law enforcement agency.

Individuals wishing to Report Sexual Misconduct will be referred to the Director of Investigations pursuant to the Sexual Misconduct Policy as outlined in section 31A of this Contract.

### **Sexual Misconduct**

Refer to section 31A *Sexual Misconduct*

"Sexual Misconduct" includes sexualized violence and refers to any sexual act or act targeting an individual's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened, or attempted against an individual without that individual's Consent. The following list sets out examples of Sexual Misconduct. The list is intended to help Members of the UBC Community understand the kinds of acts that will be considered Sexual Misconduct. The list is not exhaustive and other acts may constitute Sexual Misconduct under this Policy even if they do not appear in the list below. Sexual Misconduct includes, but is not limited to, the following:

- a) sexual assault, which is any form of sexual touching or the threat, express or implied, of sexual touching without the individual's Consent;
- b) sexual harassment, which is unwelcome conduct, by comment or gesture, of a sexual nature that detrimentally affects the working, learning, or living environment, or leads to adverse consequences for the individual directly subjected to the harassment;
- c) stalking and cyberstalking (stalking through the use of the internet or other electronic means), which is engaging in unwelcome conduct expressed or implied, that causes an individual to fear for their physical or psychological safety, and includes repeatedly following the individual, repeatedly communicating with the individual through any means, engaging in threatening conduct, or keeping watch over the place where the individual happens to be;
- d) indecent exposure which is exposing one's body to another individual either physically or electronically, or through any other means, for a sexual purpose without the individual's consent, or coercing another individual to remove their clothing in order to expose their body;
- e) voyeurism, which is non - consensual viewing, photographing, or otherwise recording another individual in a location where there is an expectation of privacy and where the viewing, photographing, or recording is done for a sexual purpose; and
- f) the distribution of a sexually explicit photograph or recording of an individual to one or more individuals other than the individual in the photograph or recording without the consent of the individual in the photograph or recording.

The entire policy can be found at <https://universitycounsel.ubc.ca/board-of-governors-policies-procedures-rules-and-guidelines/policies/>.

## APPENDIX III

### Absence from the College for Academic Reasons

If you are required to temporarily live elsewhere in order to pursue an academic opportunity (for example, fieldwork, internships, co-ops, visits to archives, short-term academic exchange), and you wish the Landlord to grant Residence Fee relief for the period of your absence then you must apply to the Principal in writing, providing such information and particulars as the Principal may require. You acknowledge that the decision to grant Residence Fee relief is based on several factors, which are set out in the College’s policy “Absence for Academic Reasons” and is, ultimately, at the sole discretion of the Principal, whose decision is final and binding. You also acknowledge that Residence Fee relief, if granted, may be granted on terms and conditions and does not absolve you of any responsibilities to the College’s Meal Plan provider. Refer to the College’s Culinary Service for Meal Plan termination policies. For more information, please refer to the College’s policy **Absence for Academic Reasons**.

If your request for Residence Fee relief is not granted, you shall continue with the Contract, paying Residence Fees as required hereunder and the Contract shall continue in force unless you terminate your Contract in accordance with section 7.

## APPENDIX IV

### Residence Fees\* and Payment Schedule

ST. JOHN’S COLLEGE (fee includes ResNet and utilities)				
UNIT TYPE	TOTAL RESIDENCE FEES <sup>1</sup>	DEPOSIT DUE	PAYMENTS	FINAL PAYMENT
	September–August	On Acceptance	First of each month September 2022 to June 2023	Jul 1, 2023
UBC student				
Single room	\$10,219.99	\$1,050.00	\$892.45	\$245.49
One bedroom	\$13,368.96	\$1,600.00	\$1,167.43	\$94.66
Large single	\$10,798.99	\$1,050.00	\$943.01	\$318.89
Visiting student or post-doctoral fellow				
Single room	\$12,262.04	\$1,050.00	\$1,070.77	\$504.34
One bedroom	\$16,043.02	\$1,600.00	\$1,400.94	\$433.62
Large single	\$12,957.04	\$1,050.00	\$1,131.46	\$592.44

\*All residence fees are subject to approval by UBC’s Board of Governors.

<sup>1</sup> 12-month contract September 1, 2022 to August 15, 2023.