

# St. Andrew's Hall Residential Agreement

This agreement between

**St. Andrew's Hall** (Hereinafter "the **Landlord**")

and

\_\_\_\_\_ (Hereinafter "the **Tenant**")

The address of the place being rented to the Tenant (hereinafter the "**Residential Premises**") is:

#\_\_\_\_\_, **6040 Iona Drive, Vancouver, BC V6T 2E8**

The contract person and address for service and the telephone number of the Landlord is:

St. Andrew's Hall  
6040 Iona Drive, Vancouver, B.C., V6T 2E8  
Phone (604) 822-9720

**(Hereinafter the "Landlord's Office")**

## 1. Residential Property

In this agreement "Residential Property" means the buildings, facilities and land known collectively as St. Andrew's Hall.

## 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 (the "Term") of \_\_\_ months, commencing on \_\_\_\_\_ (hereinafter the "Move-in Date") and ending on \_\_\_\_\_ (hereinafter the "Termination Date").

At the expiration or sooner determination of the Term, the Tenant shall 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:

### (a) Payment of the Rent:

The Tenant agrees and covenants with the Landlord to pay rent, at the Landlord's Office, without deduction, abatement or set off whatsoever, in the amount of \$\_\_\_\_\_/month ("Rent") on the 1st day of each and every month during the Term. The preferred method of payment is by postdated cheques.

In this agreement Rent also includes all monies payable to the Landlord, including, without limitation, all interest, costs and penalties hereunder or as a result of any breach of this agreement by the Tenant, whether or not such sums are referred to as Rent.

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

The Tenant will pay a fee of \$25.00 for any late payment of Rent the Landlord accepts.

### (b) What is included in the Rent:

The following items are included in the Rent.

- \* Heat
- \* Electricity

- \* Water
- \* Refrigerator
- \* Stovetop and Oven
- \* Microwave oven
- \* Window Coverings
- \* Basic cablevision service
- \* High speed cable internet
- \* Shared Laundry facilities located elsewhere in the Residential Premises.

**4. Security Deposit:**

The Tenant has paid a security deposit of \$\_\_\_\_\_ on \_\_\_\_\_. The Landlord may, at its sole discretion, apply this amount to any Rent, fee, charge or indebtedness of the Tenant to the Landlord arising from this agreement or the Tenant's occupancy of the Residential Premises. Upon termination of this agreement the security deposit shall be returned to the Tenant less any deductions made by the Landlord, provided that the requirements of "9: Departure prior to Termination Date after Move-in Date" are met.

**5. Breach or Nonperformance**

If at any time:

- (a) the Tenant does not make any payment of Rent within 15 days when it is due and payable, or
- (b) the Tenant or any other occupant of the Residential Premises breaches or fails 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 immediately re-enter and take possession of the entire Residential Premises by force if necessary without previous notice, remove all persons and property and use such force and assistance as the Landlord deems advisable to recover possession of the Residential Premises. No re-entry by the Landlord shall operate 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. In the event the Landlord exercises its option to re-enter and take possession of the Residential Premises the Tenant shall remain liable under this agreement for any outstanding Rent.

**6. Occupants**

The Tenant acknowledges that the following persons will be the only occupants of the Residential Premises:

First Name	Family Name
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The Tenant agrees that no other persons shall reside in the Residential Premises without the prior written consent of the Landlord. The Tenant agrees to advise the Landlord in writing within ten days of any of the above persons ceasing to reside in the Residential Premises.

The Tenant shall be responsible for the behaviour of the occupants of the Residential Premises and any behaviour by an occupant that breaches a term of this agreement shall be deemed to be a breach of the agreement by the Tenant. Without limiting the forgoing, the Tenant shall be responsible for the actions of his or her children while on the Residential Premises or Residential Property.

*(Initial Here - Landlord \_\_\_\_\_ Tenant \_\_\_\_\_ )*

## 7. Eligibility

### (a) In this agreement:

"Family" shall mean a couple lawfully married with a Child, or two persons in a conjugal relationship with a Child, or a single Parent with a Child, or a pregnant person.

"Child" is a person who has not yet attained his or her 19<sup>th</sup> birthday who resides full time in the Residential Premises.

"Parent" is a Child's biological parent, legally adopted parent, or court appointed guardian who has custody of a Child.

"Couple" is a couple lawfully married, without a child, or two persons in a conjugal relationship, without a child.

- (b) Residency in the Residential Premises is restricted to students of UBC or one of its affiliated colleges and their Family. It is a fundamental condition of this agreement that:
- i) the Resident be and remain registered as a full-time student in a degree granting program at UBC or one of its affiliated colleges. Undergraduate students must be registered in winter session for a minimum of 24 credits – 12 credits in each of Term I and Term II or equivalent as defined by UBC or the colleges. Graduate students must get confirmation of full time status from the Faculty of Graduate Studies. The proof of the Tenant's full time status shall be provided to the Landlord.
  - ii) the Tenant be and remain living with their Family in the Residential Premises.
  - iii) all other occupants of the Residential Premises be and remain members of the Tenant's Family.
- (c) Priority will be given to families with children to reside in townhouse suites.
- (d) Priority will be given to couples to reside in One Bedroom suites.
- (e) The Tenant shall provide to the Landlord, within 10 days of a written request, evidence satisfactory to the Landlord that all persons who occupy the Residential Premises meet the occupancy requirements of this agreement.
- (f) Should the Tenant, by a change in their status as a student, Parent, or member of a Family, no longer be eligible for residency in the Residential Premises, (for example, separation from a spouse, loss of custody of children) they shall within 30 days of such change give the Landlord vacant possession of the Residential Premises.
- (g) The use of any false or misleading information in any application for residency in the Residential Premises is a breach of this agreement.

## 8. Cancellation of the Residential Agreement prior to Move-in Date

The Tenant may cancel the Residential Agreement before the Move-in Date, however, the Security Deposit and the first month's fees paid will be forfeited.

## 9. Departure prior to Termination Date after Move-in Date

The Landlord will sign an agreement with the Tenant of single occupancy suites to end this tenancy on a date prior to the Termination Date after the Move-in Date provided that all of the following conditions are met:

- (a) Proof of loss of full time student status is provided to the Landlord. Should no proof be provided, the security deposit will be forfeited.
- (b) The Tenant must provide at least **two months 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 two months prior to the end of the month of departure. (For example if the last day of occupancy is December 31, the Tenant must deliver the notice form to the Landlord no later than the last business day in October.)
- (c) The proposed end date must be **on the last day of an academic term** (for example, December 31<sup>st</sup> or April 30<sup>th</sup>) or a **summer month** (for example, May 31<sup>st</sup>, June 30<sup>th</sup>, July 31<sup>st</sup> or August 31<sup>st</sup>)

- (d) Notification to the Landlord must be submitted to the Landlord's Office on the form provided by the Landlord for such purpose. This form will be available at the Landlord's Office during regular business hours (9:00am – 5:00pm). The form must be fully completed and signed by the Tenant. It does not become effective until signed by the Landlord.
- (e) The Tenant must not be in arrears with respect to the payment of Rent or owe any other monies to the Landlord in relation to their occupation of the Residential Premises.
- (f) The agreement will be prepared by and be in a form acceptable to the Landlord and must be signed by the Landlord before becoming effective.

## **10. Guests**

The Tenant is **responsible for the behaviour** of all guests in the Residential Premises and any behaviour by a guest that breaches a term of this agreement shall be deemed to be a breach of the agreement by the Tenant.

No guest, or series of guests, may stay at the Residential Premises for more than 7 nights in any 30 day period without the prior written consent of the Landlord.

## **11. Vacating**

The Tenant must 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 p.m. (Noon) of the Termination Date unless prior written authorization to do otherwise has been received from the Landlord.

Vacant possession means removing all persons and personal possessions from the Residential Premises. 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 for such failure to vacate including, without limitation, the cost to the Landlord incurred to provide hotel and food for the incoming tenant who is scheduled to take possession of the Residential Premises.

## **12. Abandoned Premises**

- (a) The Landlord and Tenant agree that the Residential Premises may be deemed to be abandoned when the Tenant's personal property is substantially removed and the Rent is unpaid after the date that it is due notwithstanding that the Landlord retains the Tenant's deposit.
- (b) 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 Rented Premises. In that event, re-entry may be made without notice to the Tenant and without liability for damage or prosecution.
- (c) The Tenant acknowledges that in the case of abandonment, the Landlord will remove and dispose of the Tenant's personal property. The Tenant agrees that the Landlord shall be under no obligation to store the belongings of the Tenant and attempt to sell them or otherwise recover their value.

## **13. Condition of Unit**

The Tenant must maintain ordinary health, cleanliness and sanitary standards throughout the Residential Premises for the term of this agreement. Without limiting the forgoing the Tenant shall not allow conditions to exist that encourage the infestation or propagation of insects, rodents or other vermin. The Tenant is responsible for the Landlord's cost of repairing damage to the Residential Premises and Residential Property caused by the Tenant or guests of the Tenant. The Tenant is not responsible for reasonable wear and tear to the Residential Premises.

## **14. 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 forgoing the Tenant shall 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 shall pay to the Landlord the Landlord's cost of rectifying any damage the Tenant causes to the Residential Premises.

### **15. Landlord's Right of Entry**

- (a) 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, or when the Landlord has reasonable belief that the Tenant is in breach of this agreement.
- (b) Subject to section 17, the Landlord shall provide 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.

### **16. Locks**

No additional locks shall be placed upon any door of the premises nor shall the locks be altered 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.

### **17. Notification of Repairs**

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

### **18. 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 other person living in the Residential Premises is at the Residential Premises at that time.

### **19. Liability**

The Landlord is not responsible in any way for the death, or personal injury, suffered by the Tenant or other occupants of the Residential Premises, their guests, invitees, or any other persons who may be in or about the Residential Premises or Residential Property however this may occur.

The Landlord is not responsible for property belonging to the Tenant which may be lost, stolen or damaged in any way wherever and however this may occur on the Residential Property or Residential Premises.

The Landlord does not carry insurance for the benefit of the Tenant and the Tenant is strongly encouraged to obtain renter's insurance.

### **20. Utilities**

The Landlord will endeavour to supply an uninterrupted supply of water and heat to the Residential Premises. In the event of a breakdown of the 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.

### **21. Parking**

The Tenant may only park in the parking space paid for by the Tenant and assigned to the Tenant. The Tenant, other occupants of the Residential Premises, and/or their guests shall not park in any unauthorized areas and any vehicles parked in unauthorized areas may be towed by the Landlord at the vehicle owner's expense.

The Tenant must purchase and display a St. Andrew's Hall Parking Pass from the Front Desk prior to parking their vehicle. This Pass is required even if the Tenant has a valid student, faculty or staff parking decal or pass from UBC Parking and Access Control Services.

The Tenant's parking space is for one normal sized vehicle only. The Tenant may not store oversize vehicles, campers, boat trailers, boats, storage sheds or other vehicle accessories or objects on the Landlord's property without the prior

written consent of the Landlord.

Any vehicle kept or stored on the Landlord's property, including the contents thereof, shall 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.

**The provisions of this Agreement relating to the parking of vehicles are in addition to, and not in substitution of the Parking Rental Agreement.**

## **22. Request to Assign or Sublet**

The Tenant may not assign this agreement or sub-let the Residential Premises without the prior written consent of the Landlord, which consent may be unreasonably withheld. If the Landlord consents to the request, the Tenant will remain fully responsible for the actions of the sublessee or assignee.

## **23. Pets**

Fish in an aquarium of ten gallons or less may be kept in 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 are permitted on the Residential Premises.

If the Tenant or occupant requires a guide or assist dog due to a documented physical disability, one guide or assist dog may be allowed on the Residential Premises provided that the guide or assist dog is kept in such a manner so as not to cause a disturbance or create a nuisance to other tenants or to the Landlord's staff.

The Tenant shall not permit guests to bring animals in or near the Residential Premises.

## **24. Conduct on Property**

The Tenant shall not cause or permit noise or nuisance of any kind which, in the opinion of the Landlord, may disturb anyone, including the Tenant's neighbours. Upon request to discontinue any offensive activity that is brought to the Tenant's attention by the Landlord, or any other person, the Tenant shall immediately cease and desist from the conduct or activity giving rise to the noise or nuisance.

## **25. Use of Premises**

The Tenant will use the Residential Premises solely for residential purposes. The Tenant will not use the premises for any illegal purposes. The Tenant will not carry on any business in the Residential Premises without the prior written consent of the Landlord.

## **26. 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, stoves, air conditioners, refrigerators, freezers, dishwashers, washing machines or clothes dryers.

## **27. Facilities for all Tenants**

Any yard passage, alley, playground, or area connected with or adjoining or adjacent to the Residential Premises is for use of all occupants of the Landlord's property and not for the sole or exclusive use of the Tenant and the Tenant will not obstruct or hinder the use of the same by other persons.

## **28. Obstruction of passageways**

The entry passages, hallways and stairways, including areas under stairways, of the Residential Property shall not be obstructed by the Tenant.

## **29. Throwing Objects**

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

### **30. Safety Regulations**

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

### **31. Combustible Materials**

The Tenant shall 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 shall not store kerosene, gasoline, or fireworks in or near the Residential Premises. Notwithstanding the above, propane or other combustible gas fuel for barbecues may be stored in legally certified containers on the ground floor patio of the Residential Premises if barbecuing is permitted in the Residential Premises as outlined below.

### **32. Barbecues**

Only if the Residential Premises is a townhouse, barbecuing is permitted provided the barbecue is located on the ground floor patio away from the building, and is attended at all times it is being operated.

### **33. Weapons**

The Tenant shall not at any time bring or keep on the Residential Premises or Residential Property

- i) any projectile weapons, including but not limited to such as firearms, air guns, cross-bows, sling shots
- ii) blades over 12" long including but not limited to swords, bayonets, epee's, martial arts weapons

### **34. Rules and Regulations**

The Tenant agrees to observe and comply with and cause the occupants of the Residential Premises to observe and comply with any rules or regulations posted by the Landlord and/or delivered to the Tenant at the Residential Premises.

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

The Tenant agrees that smoking is not permitted in the Residential Premises.

Smoking is not permitted elsewhere in any area of any building on the Residential Property, including without limitation, laundry facilities or building stairwells, hallways, fire exits or lobbies. Smoking outside buildings must take place far enough away from building doors and windows so that those inside are not affected.

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

### **36. Overholding**

The Tenant covenants and agrees with the Landlord that if the Tenant remains in occupation of the Residential Premises and the Landlord accepts rent after the expiration of the Term, any new tenancy thereby created shall be a tenancy from month to month, and not a tenancy from year to year and shall be subject to the terms of this agreement so far as the same are applicable to a tenancy from month to month.

### **37. Construction**

**The Tenant acknowledges that he or she is aware that on-going maintenance, renovation and construction projects will take place in and around the Residential Premises and Residential Property. This work typically takes place during regular business hours, but may begin earlier or extend into evenings or weekends. Prudent construction practices will be followed. However the work may at times be noisy, dusty, and disruptive. The Tenant agrees that there will be no compensation or reduction Rent due to this disruption.**

### **38. 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 shall 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 shall be entitled to restrain by injunction any violation or attempted or threatened violation by the Tenant of any of the covenants or agreements hereof.

**39. Application of Residential Tenancy Act**

The Tenant acknowledges that the Residential Tenancy Act does not apply to this agreement or the Tenant's occupation of the Residential Premises.

**40. Time is of the Essence**

Time is of the essence in this agreement.

**41. 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 the any other party with its obligations under this agreement will constitute a waiver of any provision of this agreement.

**42. Modification**

Modification to this agreement may only be made by an agreement in writing between the Tenant and the Director of Operations and Housing of the Landlord. Requests for any modifications must be made to the office in writing.

**43. 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.

**44. St. Andrew's Hall Residents' Handbook**

If there is any disagreement between terms outlined in the St. Andrew's Hall Residents' Handbook and this Agreement, then this Agreement shall take precedence.

**By signing this agreement, the Landlord and Tenant are bound by its terms.**

Signed by the Landlord this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
St. Andrew's Hall

Signed by the Tenant this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Tenant

I acknowledge receiving a fully completed and signed copy of this agreement

this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Tenant

*Revised in November, 2011*