

St. Andrew's Hall Residential Agreement - Ross House (Quads)

This agreement between:

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

and

_____ (Hereinafter "the **Resident**")

The address of the place to be occupied by the Resident (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 Owner is:

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

(Hereinafter the "Owner'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 Residency

In consideration of the Residence Fees, covenants, conditions and agreements to be paid, observed and performed by the Resident, and the mutual agreements of the parties, the Owner demises to the Resident and the Resident rents from the Owner the Residential Premises, on the terms of this agreement.

The Residency 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 Resident shall vacate and surrender the Residential Premises to the Owner in the condition in which it was required to be kept pursuant to this agreement.

3. Residence Fees:

(a) Payment of the Residence Fees:

The Resident agrees and covenants with the Landlord to pay Residence Fees, at the Owner's Office, without deduction, abatement or set off whatsoever, in the following amounts:

Amount

_____/month

Due Date

On the first date of each and every month

The preferred method of payment is by postdated cheques.

In this agreement Residence Fees also include all monies payable to the Owner, including, without limitation, all interest, costs and penalties hereunder or as a result of any breach of this agreement by the Resident, whether or not such sums are referred to as Residence Fees.

Residence Fees paid by someone other than the Resident are deemed to be Residence Fees paid on behalf of the Resident.

The Resident will pay a fee of \$25.00 for any late payment of Residence Fees the Owner accepts.

(b) What is included in the Residence Fees:

The following items may be included in the Residence Fees.

- * Heat
- * Electricity
- * Water
- * Furniture
- * 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 Resident has paid a security deposit of \$_____ on _____. The Owner may, at its sole discretion, apply this amount to any Residence Fees, fee, charge or indebtedness of the Resident to the Owner arising from this agreement or the Resident’s occupancy of the Residential Premises. Upon termination of this agreement the security deposit shall be returned to the Resident less any deductions made by the Owner, 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 Resident does not make any payment of Residence Fees within 15 days when it is due and payable, or
- (b) the Resident 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 Owner, 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 Owner deems advisable to recover possession of the Residential Premises. No re-entry by the Owner shall operate as a waiver or satisfaction, in whole or in part, of any right, claim or demand of the Owner arising out of, or connected with, any breach, non-observance or non-performance of any covenant or agreement on the part of the Resident. In the event the Owner exercises its option to re-enter and take possession of the Residential Premises the Resident shall remain liable under this agreement for any outstanding Residence Fees.

6. Occupants

The Resident acknowledges that the following person will be the only occupant of the Residential Premises:

First Name	Family Name
_____	_____

The Resident shall be responsible for their own behaviour as well as that of any other occupant 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 Resident. Without limiting the forgoing, the Resident shall be responsible for the actions of his or her guests while on the Residential Premises or Residential Property.

(Initial Here - Owner _____ Resident _____)

7. Eligibility

In this agreement:

- (a) residency in the Residential Premises is restricted to students of UBC or one of its affiliated colleges. 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.
- (b) The Resident shall provide to the Owner, within 10 days of a written request, evidence satisfactory to the Owner that the person who occupies the Residential Premises meets the occupancy requirements of this agreement.
- (c) Should the Resident, by a change in their status as a student no longer be eligible for residency in the Residential Premises, they shall within 30 days of such change give the Owner vacant possession of the Residential Premises.
- (d) 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 Resident 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 Owner will sign an agreement with the Resident to end this Residency 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 Owner. Should no proof be provided, the security deposit will be forfeited.
- (b) The Resident must provide at least **two months notification** of his or her intention to vacate the premises, such notice to be delivered to the Owner 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 Resident must deliver the notice form to the Owner no later than the last business day in October.)
- (c) The proposed end date must be **the last day of an academic term** (for example, December 31st or April 30th) or a **summer month** (for example, May 31st, June 30th, July 31st or August 31st)
- (d) Notification to the Owner must be submitted to the Owner's Office on the form provided by the Owner for such purpose. This form will be available at the Owner's Office during regular business hours (9:00am – 5:00pm). The form must be fully completed and signed by the Resident. It does not become effective until signed by the Owner.
- (e) The Resident must not be in arrears with respect to the payment of Residence Fees or owe any other monies to the Owner in relation to their occupation of the Residential Premises.

10. Guests

The Resident 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 Resident.

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 Owner.

11. Vacating

The Resident 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 Owner.

Vacant possession means removing all persons and personal possessions from the Residential Premises. If the Resident fails to provide vacant possession when required pursuant to this agreement then in addition to the Owner's other remedies, the Resident will pay all the Owner's costs for such failure to vacate including, without limitation, the cost to the Owner incurred to provide hotel and food for the incoming Resident who is scheduled to take possession of the Residential Premises.

12. Abandoned Premises

- (a) The Owner and Resident agree that the Residential Premises may be deemed to be abandoned when the Resident's personal property is substantially removed and the Residence Fees is unpaid after the date that it is due notwithstanding that the Owner retains the Resident's deposit.
- (b) The Owner and the Resident agree that if the Residential Premises is abandoned, the Owner may re-enter the Residential Premises and, in addition to any additional rights the Owner may have, the Owner may enter into a new Residence Agreement with a new Resident for the Residential Premises. In that event, re-entry may be made without notice to the Resident and without liability for damage or prosecution.
- (c) The Resident acknowledges that in the case of abandonment, the Owner will remove and dispose of the Resident's personal property. The Resident agrees that the Owner shall be under no obligation to store the belongings of the Resident and attempt to sell them or otherwise recover their value.

13. Condition of Unit

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

14. Renovations and Alterations

The Resident will not alter, redecorate, wallpaper, or change in any way the Residential Premises except as authorized in writing by the Owner. Without limiting the forgoing the Resident 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 Resident will not alter or cut the landscaping (shrubs, plants, bushes, trees, hedges, flowers, etc.) planted by the Owner except as authorized in writing by the Owner. The Resident shall pay to the Owner the Owner's cost of rectifying any damage the Resident causes to the Residential Premises.

15. Owner's Right of Entry

- (a) The Resident acknowledges that the Owner has the right to enter the Residential Premises at any time without notice in the event of an emergency, or when the Owner has reasonable belief that the Resident is in breach of this agreement.
- (b) Subject to section 17, the Owner shall attempt to provide 24 hours notice to the Resident 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 Owner 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 Owner. The Resident agrees to pay the Owner a fee for any lock changes and additional keys required by the Resident.

17. Notification of Repairs

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

18. Maintenance Requests

If the Resident 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 Resident or other person living in the Residential Premises is at the Residential Premises at that time.

19. Liability

The Owner is not responsible in any way for the death, or personal injury, suffered by the Resident 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 Owner is not responsible for property belonging to the Resident which may be lost, stolen or damaged in any way wherever and however this may occur on the Residential Property or Residential Premises.

The Owner does not carry insurance for the benefit of the Resident and the Resident is strongly encouraged to obtain their own insurance.

20. Utilities

The Owner 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 Owner will not be liable for damages for personal discomfort or any other damages, but the Owner will carry out repairs with reasonable diligence.

21. Parking

The Resident may only park in the parking space paid for by the Resident and assigned to the Resident. The Resident, 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 Owner at the vehicle owner's expense.

The Resident 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 Resident has a valid student, faculty or staff parking decal or pass from UBC Parking and Access Control Services.

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

Any vehicle kept or stored on the Owner's property, including the contents thereof, shall be kept there entirely at the risk of the Resident and/or its owner(s). The Owner 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. Assigning or Subletting

The Resident may not assign this agreement or sub-let the Residential Premises.

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 Residents or to the

Owner's staff or operations. No other pets are permitted on the Residential Premises.

If the Resident 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 Residents or to the Owner's staff.

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

24. Conduct on Property

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

25. Use of Premises

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

26. No Additional Major Appliances

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

27. Facilities for all Residents

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 Owner's property and not for the sole or exclusive use of the Resident and the Resident 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 Resident.

29. Throwing Objects

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

30. Safety Regulations

The Resident 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 Owner.

31. Combustible Materials

The Resident 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 Resident 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 Resident 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 Resident 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 Owner and/or delivered to the Resident at the Residential Premises.

35. Smoking and Incense

The Resident 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 Owner the Resident 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 Resident covenants and agrees with the Owner that if the Resident remains in occupation of the Residential Premises and the Owner accepts Residence Fees after the expiration of the Term, any new Residency thereby created shall be a Residency from month to month, and not a Residency from year to year and shall be subject to the terms of this agreement so far as the same are applicable to a Residency from month to month. This is only possible at the end of the 2nd academic term (April 30th)

37. Construction

The Resident 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 Resident agrees that there will be no compensation or reduction Residence Fees due to this disruption.

38. Remedies

The remedies of the Owner specified in this agreement are cumulative and are in addition to any remedies of the Owner at law or equity. No remedy shall be deemed to be exclusive, and the Owner 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 Owner shall be entitled to restrain by injunction any violation or attempted or threatened violation by the Resident of any of the covenants or agreements hereof.

39. Application of Residential Residency Act

The Resident acknowledges that the Residential Residency Act does not apply to this agreement or the Resident'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 Owner 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 Resident and the Director of Operations and Housing of the Owner. 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 Owner and Resident are bound by its terms.

Signed by the Owner this _____ day of _____, 2011

St. Andrew's Hall

Signed by the Resident this _____ day of _____, 2011

Resident

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

This _____ day of _____, 2011

Resident

Revised in November, 2011