

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 contact 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 leases 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 "Expiry 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

Due Date

\$ ____/month

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.
The Resident will pay a fee of \$35.00 for every cheque returned by a Resident's bank for any reason.

(Initial Here - Owner _____ Resident _____)

(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
- * High speed cable internet
- * Shared laundry facilities located elsewhere on the Residential Property

In the event of a breakdown of the electrical or mechanical systems resulting in an interruption of utilities or services, the Owner will not be liable to the Resident for personal discomfort or any other damages, but the Owner will carry out repairs with reasonable diligence.

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. After 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 after Move-in Date and prior to Expiry Date" are met.

5. Breach or Nonperformance

If at any time:

- (a) the Resident fails to pay the Residence Fees or any other monies owing to the Owner within 15 days when it becomes 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 Residential 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 foregoing, 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 full-time 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 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 18 credits – 9 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.

- (b) The Resident shall provide to the Owner, prior to the Move-in Date, a written evidence satisfactory to the Owner that the person who occupies the Residential Premises meets the eligibility 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 prior to the Move-in Date by providing written notice to the Owner, however, cancellation of the Residential Agreement will result in the forfeiture of the Security Deposit and the first month's Residence Fees.

9. Termination of Residential Agreement after Move-in Date and prior to Expiry Date

If the Resident vacates the Residential Premises after the Move-in Date and prior to the Expiry Date, the Security Deposit will be forfeited and the Resident will be required to pay Residence Fees until the Expiry Date. Notwithstanding the foregoing, the Owner will sign an agreement with the Resident to terminate this Residential Agreement on a date after the Move-in Date and prior to the Expiry Date provided **all of the following conditions** are met:

- (a) Proof of loss of full time student status at UBC or one of its affiliated colleges during an academic term is provided to the Owner.
- (b) The Resident must provide at least **60 days written notification** of his or her intention to terminate the Residential Agreement, such notice to be delivered to the Owner on or before the last business day of the current month.
- (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 signed by the Resident and be submitted to the Owner's Office in writing. It does not become effective until received by the Owner.
- (e) The Resident is not in breach of any of his or her obligations under this Residential Agreement, including the payment of Residence Fees and any other monies owing to the Owner by the Resident.
- (f) The agreement will be prepared by and be in a form acceptable to the Owner and must be signed by the Owner before becoming effective.

The Owner may terminate the Residential Agreement at any time by providing the Resident 60 days written notice.

(Initial Here - Owner _____ Resident _____)

10. Guests

The Resident is **responsible for the behaviour** of his or her guests and invitees in the Residential Premises, and any behaviour by a guest or an invitee that breaches a term of this Residential Agreement shall be deemed to be a breach of the Residential Agreement by the Resident. **Guests and invitees must be accompanied by the Resident in the Residential Premises at all times**, however the Resident's failure to be present does not mitigate or relieve the responsibility for his or her guests' behaviour.

No guest, or series of guests, may stay at the Residential Premises for more than 4 nights in any 30 day period without the prior written consent of the Owner.

11. Moving Out of the Premises

The Resident must provide vacant possession of the Residential Premises, complete all move-out procedures as instructed by the Owner, and return all keys to the Owner's Office, no later than 12:00 p.m. (Noon) of the Expiry 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 Residential 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 Residence Fees are unpaid after the date they are due notwithstanding the Owner retaining the Resident's security 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 Residential Agreement. Without limiting the foregoing 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 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 foregoing 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 affix stickers, adhesive hooks or similar items to walls, ceilings and any interior or exterior surface of the Residential Premises including but not limited to any furniture which is not the property of the Resident. 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.

Furniture or other items provided by the Owner in the Resident's room must not be moved by the Resident to any common areas of the Residential Premises, or outside of the Residential Premises. Furniture or other property provided by the Owner in common areas of the Residential Premises must not be moved into individual units, or outside of the Residential Premises. Moving or removing the Owner-provided furniture or other property from individual units or common areas of the Residential Premises as described above without permission of the Owner is not permitted, and may result in eviction and referral to the police.

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.
- (b) 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, except where the Resident has requested repairs or maintenance to be carried out in the Residential Premises pursuant to section 18.

16. Locks

No additional locks shall be placed on any door of the Residential Premises nor shall the locks be altered without the written consent of the Owner. The Resident agrees to pay the Owner a fee as determined by the Owner 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, the Resident consents without further notice to the entry into the Residential Premises by any authorized tradesperson at such times as the tradesperson is available to carry out the requested repairs or maintenance whether or not the Resident or any other occupant staying in the Residential Premises is present at such time. Notwithstanding any such requests by the Resident, all repairs or maintenance will be performed at the Owner's discretion.

19. Liability and Insurance

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 or while engaged in activities organized or sponsored by the Owner however this may occur.

The Owner is not responsible for property belonging to the Resident, his/her guests, invitees, or any other occupants of the Residential Premises while in or about the Residential Premises or Residential Property or while engaged in activities organized or sponsored by St. Andrew's Hall, which may be lost, stolen or damaged in any way, wherever and however this may occur on the Residential Premises or Residential Property.

The Owner does not carry insurance for the benefit of the Resident, and the Resident is strongly encouraged to obtain a tenant insurance package.

(Initial Here - Owner _____ Resident _____)

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 sublet 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 or animals are permitted on the Residential Premises.**

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

The Resident or other occupants may keep a dog if permitted by and kept in accordance with the *Guide Dog and Service Dog Act* of British Columbia ("Dog") in the Premises provided the Resident provides such documentation acceptable to the Owner to verify that the Dog is certified in accordance with the *Guide Dog and Service Dog Act* of British Columbia.

The Owner will make those arrangements and accommodations that the Owner deems to be reasonable and suitable for residents requiring a Dog and those other residents that may be affected by the presence of Dogs. Accordingly, the Resident must inform the Owner about the Resident's requirement to reside with a Dog and provide the information described above at the time of signing the Residential Agreement, or as soon as practicable, and before the arrival of the Dog at the Residential Premises. A Dog must be kept in such a manner so as not to disturb, threaten or create a nuisance to other persons or the Owner. If during the term of this Residential Agreement, the Resident, other occupants of the Residential Premises, or any guest(s) require that a Dog reside in the Residential Premises, even temporarily, the Resident must inform the Owner providing the information described above before the arrival of the Dog at 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. Drugs

The possession, use, trafficking (which includes manufacture, sale, giving, administering, transporting, sending, delivery, distributing) or offering to do anything related to the possession, use or trafficking of illegal drugs is prohibited. Any involvement, whether direct or indirect, in any illegal drug or drug-related activity is prohibited. For greater certainty, being present where others are consuming illegal drugs or engaging in illegal drug related activity is not permitted - if others are engaging in this activity you must leave. Possession of paraphernalia that is associated with the possession, use or trafficking of illegal drugs is prohibited. These activities may result in eviction and referral to the police.

Residents who have a prescription from a medical doctor for the use of marijuana, hashish or their derivatives must obtain written permission from the Landlord prior to possessing or using them on the Residential Premises. Trafficking in prescription drugs is considered an illegal drug activity for the purposes of this Agreement, regardless of the amounts involved, and regardless of whether or not money or any other form of consideration are exchanged. Without limitation, both selling and sharing (giving away) methylphenidate (commonly sold under the name Ritalin) are prohibited.

26. Use of Premises

The Resident will use the Residential Premises solely for residential purposes. The Resident will not use the Residential 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.

27. 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.

28. Bicycles

The Owner has two bicycle storage rooms and several bicycle racks around the buildings. Good quality locks or chains are recommended for all bicycles. Bicycles found in any other areas (for example: in units, hallways, attached to posts, railings, trees, et cetera) shall be removed without compensation to the Resident or to an owner of the bicycle. Abandoned bicycles are sorted out periodically and shall also be removed and disposed of after a set notice period.

The Owner shall not reimburse or otherwise compensate the Resident nor the owner of any bicycle for loss, or loss of use, of a bicycle deemed to be abandoned and disposed of in accordance with this section. Nor shall the Owner reimburse or otherwise compensate the Resident nor the owner of any bicycle for loss, or loss of use, of a bicycle deemed to have been stolen from anywhere on the Residential Premises. It is up to the Resident, the owner or the user to ensure the bicycle is properly locked and stored and, where cases warrant, insured for the value of the bicycle.

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

30. Obstruction of passageways

The Resident will not place any personal belongings or other objects on or in or obstruct or hinder the use of passageways, hallways and stairways, including but not limited to stairway landings and areas under stairways, of the Residential Property.

31. 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 of the Resident's building or any other building on the Residential Property.

32. 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.

33. Combustible Materials

The Resident shall not at any time bring or keep on the Residential Premises or Residential Property any flammable, 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 set out in section 34.

34. Barbecues

Barbecuing is only permitted if the Residential Premises is a townhouse. The barbecue is located on the ground floor patio and away from the building, and the barbeque is attended at all times while being operated.

35. Weapons

The Resident shall not at any time bring or keep on the Residential Premises or Residential Property any projectile weapons, including but not limited to firearms, air guns, cross-bows, sling shots or blades over 12 inches long including but not limited to swords, bayonets, epees, or martial arts weapons.

36. Smoking and Incense

The Resident agrees that smoking is not permitted in the Residential Premises, 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 at least **8 metres** 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, scent, or any other items in the Residential Premises or on the Residential Property.

37. Aerial Drones

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

38. Compliance with Laws, Rules, Regulations, etc.

The Resident agrees to the terms of this Agreement and to abide by all Canadian federal, provincial and local government laws, regulations and bylaws, St. Andrew's Hall rules, regulations, policies and procedures, including but not limited to those issued or delivered to the Resident from time to time by the Owner.

(Initial Here - Landlord _____ Resident _____)

39. 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 Expiry Date, 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 second academic term (April 30th).

40. Construction

The Resident acknowledges that he or she is aware that ongoing maintenance, renovation and construction projects will take place in and around the Residential Premises, Residential Property and neighbouring properties. 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 for all work undertaken by the Owner on the Residential Property. However, the work may at times be noisy, dusty, and disruptive. The Resident agrees that there will be no compensation or reduction in Residence Fees due to the foregoing items.

(Initial Here - Owner _____ Resident _____)

41. Remedies

The remedies of the Owner specified in the Residential 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 the Residential 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.

42. Application of Residential Tenancy Act

The Resident acknowledges that the Residential Tenancy Act does not apply to the Residential Agreement or the Resident's occupation of the Residential Premises.

43. Time is of the Essence

Time is of the essence in the Residential Agreement.

44. No Waiver

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

45. Modification

Modification to the Residential Agreement may only be made by an agreement in writing between the Resident and the Owner. Requests for any modifications must be made to the Owner's Office in writing.

46. Headings

The headings appearing in the Residential 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.

47. St. Andrew's Hall Residents' Handbook

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

By signing this Residential Agreement, the Owner and the Resident are bound by its terms.

Signed by the Owner this _____ day of _____, 2018

St. Andrew's Hall

Signed by the Resident this _____ day of _____, 2018

Resident

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

This _____ day of _____, 2018

Resident

Revised in January 2018