

# St. Andrew's Hall Residential Agreement

This is an 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 contact 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 leases 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 \_\_\_\_\_ at 12 noon (hereinafter the "Move-in Date") and ending on \_\_\_\_\_ at 12 noon (hereinafter the "Expiry 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 and other documents provided by the Landlord.

## 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 until the Expiry Date of this agreement. The method of payment is by postdated cheques. Postdated cheques for the entire term of this agreement will be provided prior to the move-in date unless another method of payment is approved by the Landlord in advance.

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 service fee of \$35.00 for a late payment of Rent the Landlord accepts.

The Tenant will pay the service fee of \$50.00 on every cheque returned by the Tenant's bank for any reason.

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

The following items are included in the Rent.

- \* Heat, Electricity & Water
- \* Furniture
- \* Refrigerator, Stovetop, Oven and Microwave oven
- \* Window Coverings
- \* High speed cable internet (ResNet)
- \* 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 Landlord will not be liable to the Tenant for personal discomfort or any other damages, but the Landlord will carry out repairs with reasonable diligence.

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

**5. Breach or Nonperformance**

If at any time:

- (a) the Tenant fails to pay the Rent or any other monies owing to the Landlord **within 5 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 Residential Agreement **and Residents’ Handbook,**

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 prior 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 (which includes assessments, damages, costs or other monetary amounts owing pursuant to this Agreement).

**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 foregoing, 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 marriage-like 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 marriage-like relationship, without a child.

- (b) Residency in the Residential Premises is restricted to students, postdoctoral fellows or visiting scholars of UBC or one of its affiliated colleges and their direct Family. It is a fundamental condition of this Agreement that:
- i) the Resident be and remain registered in a full-time degree granting program **or be a postdoctoral fellow or a visiting scholar** at UBC or one of its affiliated colleges. Undergraduate students must be registered in winter session for a minimum of 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. The proof of the Tenant's full-time status **or contract with UBC or one of its affiliated colleges** 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, post-doctoral fellow, visiting scholar, Parent, or member of a Family, no longer be eligible for residency in the Residential Premises, (for example, ceasing to be a full-time student or separation from a spouse) they shall **within 7 days** of such change notify the Landlord and provide at least **60 days written notification** to vacate 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 prior to the Move-in Date by providing written notice to the Landlord, however, the Security Deposit and the first month's Rent will be forfeited.

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

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

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

- (a) Proof of loss of full time student, postdoctoral fellow or visiting scholar status at UBC or one of its affiliated colleges, is provided to the Landlord.
- (b) The Tenant 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 Landlord on or before the last business day of the current month.
- (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 in writing. It does not become effective until

received and confirmed by the Landlord.

- (e) The Tenant is not in breach of any of his or her obligations under this Residential Agreement, including the payment of Rent and any other monies owing to the Landlord by the Tenant.
- (f) The written agreement will be prepared by and be in a form acceptable to the Landlord and must be confirmed by the Landlord before becoming effective.

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

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

### **10. Guests**

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

### **11. Vacating / Moving out**

The Tenant must clean thoroughly and provide vacant possession of the Residential Premises, complete all move-out procedures as instructed by the Landlord, and return all keys to the Landlord's Office, no later than 12 noon of the Expiry 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.

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

### **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 Rent is unpaid after the date that it is due notwithstanding that the Landlord retaining the Tenant's security 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. The Tenant is responsible for the Landlord's cost of repairing damage to the Residential Premises and Residential Property caused by the Tenant, the Occupants or guests of the Tenant or the Occupants. The Tenant is not responsible for reasonable wear and tear to the Residential Premises.

Without limiting the foregoing, the Tenant shall not allow conditions to exist that encourage the infestation or propagation of insects, rodents or other vermin. The Tenant is required to report the presence or suspected presence of such pests (including bedbugs) in the Residential Premises to the Landlord. Authorized personnel of the Landlord may enter the

Residential Premises, without notice, if necessary, to inspect for insects, rodents or other vermin. Should, in the opinion of the Landlord, treatment of the Residential Premises be required, the Tenant will comply with the prescribed treatment methods and protocol. This may include treatment, cleaning, relocation and/or removal and disposal of furnishings or personal possessions. In such an event the Tenant shall not be reimbursed by the Landlord for personal discomfort, any disruption, relocation, loss or loss of use of personal possessions or furnishings.

The Tenant will complete the 'move-in inspection' report with a community coordinator **within seven days** of taking possession of the Residential Premises or receiving the keys to the Residential Premises, whichever is earlier. A move-in inspection form is included in the Tenant's move-in package given at the time of arrival at St. Andrew's Hall. If the Residential Premises is not left in an acceptable condition, the Tenant agrees to pay the Landlord the costs of cleaning and repairing it. The move-in inspection report will form the basis of the assessment, and the Tenant agrees to be responsible for all defects not reported on that report. If the Tenant does not complete the move-in inspection report as required, the Tenant will be responsible for all defects and/or damage in the Residential Premises.

#### **14. Renovations and Alterations**

The Tenant shall not alter, redecorate, wallpaper, or change in any way the Residential Premises except as authorized in writing by the Landlord. Without limiting the foregoing, the Tenant 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 shall 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 Tenant. The Tenant shall 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.

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

#### **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 Residential Agreement, Community Covenant or Residents' Handbook.
- (b) The Landlord shall attempt to provide 24 hours' notice to the Tenant prior to entering the Residential 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, except where the Tenant has requested repairs or maintenance to be carried out in the Residential Premises pursuant to section 18.
- (c) The Landlord may enter the Residential Premises from time to time throughout the Term for the purpose of inspecting the condition of the Residential Premises and the Landlord's property therein, provided that the Landlord provides at least 24 hours' advance notice to the Tenant.

#### **16. Locks**

No additional locks shall be placed on 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, the Tenant consents without further notice to the entry into the Residential Premises by any tradesperson at such times as the tradesperson is available to carry out such work whether or not the Tenant or any other occupant living in the Residential Premises is at the Residential Premises at that time. Notwithstanding any such requests by the Tenant, all repairs or maintenance will be performed at the Landlord's discretion. The Landlord will not be liable to the Tenant for personal discomfort, any disruption, or damage of the Tenant's personal property.

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

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

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

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

**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, 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 agrees to purchase and display the Landlord's Parking Pass from the Housing Office **prior to** parking a 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 Residential 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 sublet, lend or share the Residential Premises with another person other than the occupants registered under this Agreement.

**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/residents or to the Landlord's staff or operations. **No other pets or animals are permitted on the Residential Premises.**

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

The Tenant 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 Tenant provides such documentation acceptable to the Landlord to verify that the Dog is certified in accordance with the *Guide Dog and Service Dog Act* of British Columbia.

The Landlord will make those arrangements and accommodations that the Landlord deems to be reasonable and suitable for tenants/residents requiring a Dog and those other tenants/residents that may be affected by the presence of Dogs. Accordingly, the Tenant must inform the Landlord about the Tenant'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 Landlord. If during the term of this Residential Agreement, the Tenant, other occupants of the Residential Premises, or any guest(s) require that a Dog reside in the Residential Premises, even temporarily, the Tenant must inform the Landlord providing the information described above before the arrival of the Dog at 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. The Tenant will show respect for other residents and for staff of the Landlord. There is no tolerance of anger, violence, aggressiveness, and danger within the community of the Landlord.

#### **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.

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.

Smoking, vaporizing or consuming a cannabis product through means of inhalation is prohibited anywhere in your Residential Premises or anywhere on the Residential Property whether inside or outside of a building. The possession or cultivation of cannabis plants in your Residential Premises or elsewhere on Residential Property is prohibited.

#### **26. 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 or the Residential Property without the prior written consent of the Landlord.

#### **27. No Additional Major Appliances**

The Tenant shall 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.

#### **28. Bicycles**

The Landlord 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 Tenant 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 Landlord shall not reimburse or otherwise compensate the Tenants 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 Landlord reimburse or otherwise compensate the Tenant 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 Tenant, 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 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.

### **30. Obstruction of passageways**

The Tenant shall 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 Tenant, or persons living with or visiting the Tenant, out of the windows or doors or down the passages of the Tenant's building or any other building on the Residential Property.

### **32. 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.

### **33. Combustible Materials**

The Tenant 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 Tenant shall not store kerosene, gasoline, or fireworks in or near the Residential Premises and Residential Property. 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.

### **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 Tenant 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 Tenant 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** 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, 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 and Residential Property. Tenants are not permitted to use drones to conduct surveillance or make recordings (video, audio, photographic) of any individual on Residential Premises and Residential Property without their knowledge and consent.

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

The Tenant agrees to the terms of the Residential Agreement and to abide by all Canadian federal, provincial and local government laws, regulations and bylaws, the Landlord's rules, regulations, policies and procedures, including but not limited to those issued from time to time by the Housing Office of the Landlord. The Tenant agrees to cause the occupants of the Residential Premises to observe and comply with any rules, regulations, policies and procedures issued, posted by the Landlord and/or delivered to the Tenant at the Residential Premises.

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

### **39. Overholding**

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

The Tenant covenants and agrees with the Landlord that if the Tenant remains in occupation of the Residential Premises with the prior written consent of the Landlord 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.

### **40. Construction**

The Tenant 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 Landlord on the Residential Property. However, the work may at times be noisy, dusty, and disruptive. The Tenant may be relocated temporarily or permanently to facilitate construction or renovations in the Residential Property. There will be no compensation or reduction in Rent due to disruption or relocation.

### **41. Remedies**

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

### **42. Application of Residential Tenancy Act**

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

### **43. Time is of the essence**

Time is of the essence in this Agreement.

### **43. No Waiver**

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

### **44. Modification**

Changes may not be made to the terms of this Agreement without the written permission of the Landlord. During the Term of the Agreement, the Landlord may unilaterally change or delete any provision of this Agreement or add provisions to this Agreement (each, a change) by sending the Tenant an email notification to the email address the Tenant has provided to the Landlord, or if no valid email address is provided, by written notification delivered to the Tenant's mailbox. Changes will be effective and binding upon the Tenant on the date set out in the notification. If no date is set out in the notification, the changes will be effective one week from the date the notification was sent. Please note, however, that

changes may be implemented immediately when, in the opinion of the Landlord, the health or safety of any person may be adversely affected by a delay.

**45. Headings**

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

**46. 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 Agreement shall take precedence.

**It is the responsibility of the Tenant to keep their email contact information up to date with the Landlord.**

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

Signed by the Landlord this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

Signed by the Tenant this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Tenant

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

this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Tenant

*Revised in February 2022*