



a place of mind

THE UNIVERSITY OF BRITISH COLUMBIA

Residence Agreement 2011/2012

Student Housing and Hospitality Services

ACADIA PARK AND UNIVERSITY APARTMENTS

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Acadia Park and
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Student Housing and
Hospitality Services

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University Apartments

Residence Agreement
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SCHEDULE "A"

ACADIA PARK AND UNIVERSITY APARTMENTS TERMS AND CONDITIONS

This is a legally binding agreement between the Tenant and the University.

1. Definitions

In addition to the terms defined in the Contract Confirmation and throughout this Agreement, the following general definitions apply:

“Commonsblock” means the building located at 2707 Tennis Crescent, Vancouver, BC Canada V6T 2C1;

“Landlord’s Office” means Student Housing and Hospitality Services, The University of British Columbia, 2205 Lower Mall, Marine Drive Building 6, Vancouver, BC V6T 1Z4;

“Residential Property” means the buildings, facilities and land owned by the Landlord and known collectively as the Acadia Park and University Apartments residential area including, without limiting the foregoing, the Commonsblock;

“Rent” means the Monthly Rent, plus all other sums, amounts, charges and monies payable by the Tenant to the Landlord, including, without limitation, all assessments, costs, interest, and amounts owing as a result of any breach of this Agreement; and

“University,” “UBC” and “Landlord” mean The University of British Columbia.

Student Housing and Hospitality Services is a department of the University and has the power

and authority to act on behalf of the University in respect of this Agreement. References to Student Housing and Hospitality Services refer to the University, acting through Student Housing and Hospitality Services.

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 commencing on the Commencement Date and ending on the Termination Date (the “Term”).

At the expiration or sooner determination of the Term, the Tenant will 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 will pay to the Landlord the Monthly Rent, without any deduction, abatement or set off whatsoever, via the Online Service Centre at <https://secure.housing.ubc.ca>, or at the Landlord’s Office on or before the first day of each and every month during the Term. The Tenant will pay all other amounts comprising Rent, on or before the date(s) required by the Landlord.

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 for any late payment of Rent that is accepted by the Landlord.

The Tenant will pay a \$25 service fee on any cheque returned by their bank for any reason.

The Tenant will pay all fees that may be imposed by the Landlord from time to time in respect of failed electronic financial transactions, including, without limitation, electronic funds transfers and Interac transactions where, after initial processing, the transaction is cancelled or voided due to insufficient funds.

Post-dated cheques will not be accepted without prior authorization by Student Housing and Hospitality Services.

b) What is included in the Monthly Rent:

The following items are included in Monthly Rent:

- Heat
- Electricity
- Water
- Refrigerator
- Stovetop and oven
- Parking for one vehicle
- Garbage dumpsters
- Window coverings
- Basic cablevision service
- Shared laundry facilities located outside the Residential Premises

4. Security Deposit

The Tenant has paid to the Landlord a security deposit of an amount equal to one half of one month’s Monthly Rent (the “Security Deposit”). The Landlord may, at its sole discretion, apply the Security Deposit to Rent owing by the Tenant to the Landlord arising from this Agreement or

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otherwise from the Tenant's occupancy of the Residential Premises.

Upon termination of this Agreement, whether by expiry of the Term or earlier termination, the Landlord will return to the Tenant the Security Deposit less any deductions made by the Landlord, within 60 days of the Tenant's departure. Student Housing and Hospitality Services will provide a written summary of the reason(s) for any deductions from the Security Deposit.

The Tenant may appeal any deduction from the Security Deposit by writing to the Residence Life Manager, setting out the grounds for appeal, within 15 days of the Tenant's receipt of the written summary. Upon receipt of an appeal, the appeal will be reviewed and decided upon by the Residence Life Manager, who will then notify the Tenant whether any adjustments will be made to the Security Deposit deduction. The Residence Life Manager's decision is final.

5. Breach or Non-performance

If at any time:

- a) the Tenant does not make any payment of Rent within five (5) days of when it is due and payable, or
- b) the Tenant or any of the Occupants of the Residential Premises breach or fail 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, without prior notice, immediately re-enter and take possession of the entire Residential Premises by force if necessary, remove all persons and

property and use such force and assistance as the Landlord deems necessary to recover possession of the Residential Premises. No re-entry by the Landlord operates as a waiver or satisfaction, in whole or in part, of any right, claim or demand of the Landlord arising out of, or connected with, any breach, non-observance or non-performance of any covenant or agreement on the part of the Tenant. If the Landlord exercises its option to re-enter and take possession of the Residential Premises, the Tenant remains liable under this Agreement for all amounts then or thereafter due and payable to the Landlord, including without limitation outstanding Rent (which includes assessments, damages, costs or other monetary amounts owing pursuant to this Agreement).

6. Occupants

The Tenant represents and warrants that the Occupant(s) listed in the Contract Confirmation are members of the Tenant's Family (as defined in Section 7 below). The Tenant will not permit any person other than the Tenant and the Occupants to reside in the Residential Premises without the prior written consent of the Landlord. The Tenant agrees to advise the Landlord in writing within ten (10) days of any of the Occupants ceasing to reside in the Residential Premises.

The Tenant is responsible for the behaviour of the Occupants of the Residential Premises and any behaviour by any of the Occupants that breaches a term of this Agreement is deemed to be a breach of the Agreement by the Tenant. Without limiting the foregoing, the Tenant is responsible for the actions of his or her children while on the Residential Premises or Residential Property.

7. Eligibility

a) In this Agreement:

"Child" means a person who has not yet attained his or her 19th birthday who resides full time in the Residential Premises for at least ten (10) months of any calendar year.

"Family" means two persons lawfully married with or without a Child, or two persons in a marriage-like relationship with or without a Child, or a single Parent with a Child, or a pregnant person.

"Parent" means a Child's biological parent, legally adoptive parent, or legally appointed guardian who has custody of a Child.

b) Residency in the Residential Premises is restricted to students of the University, full-time employees of the University and their Family. It is a fundamental condition of this Agreement that:

- i) if the Tenant is a student, that the Tenant be and remain registered as a full-time student in a degree granting program at the University. Undergraduate students will be registered for at least 24 credits in the Winter Session (September–April consisting of at least 12 credits per term). Graduate students will be registered in a full-time program and have their full-time status confirmed by the Landlord.
- ii) if the Tenant is an employee, that the Tenant be and remain a full-time employee of the University.
- iii) in any case, that the Tenant be and remain living with their Family in the Residential Premises and all of the Occupants be and remain members of the Tenant's Family.

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- c) The Tenant will provide to the Landlord, within ten (10) days of a written request, evidence satisfactory to the Landlord that all persons who occupy the Residential Premises are the Occupants listed on the Contract Confirmation and/or to whom the Landlord has consented to residing in the Residential Premises pursuant to Section 6 and are members of the Tenant's Family.
- d) If the Tenant, by a change in their status as a student, full-time employee, Parent or member of a Family, no longer meets the eligibility requirements set out in this Section 7, (examples include but are not limited to ceasing to be a full-time student, ceasing to be a full-time employee, or loss of custody of children) he or she will within 30 days of such change give the Landlord vacant possession of the Residential Premises. If any of the Occupants no longer meet the eligibility requirements set out in this Section 7, the Tenant will within 30 days of such change cause that Occupant to cease residing in the Residential Premises.
- e) The use of any false or misleading information in any application for residency in the Residential Premises is a breach of this Agreement.

8. Departure prior to Termination Date

The Landlord may accept the Tenant's request to terminate this Agreement prior to the Termination Date if all of the following conditions are met:

- a) The Tenant has provided at least one month's 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 prior to the month of departure. (For example if the last day of occupancy is July 31,

the Tenant will deliver the notice form to the Landlord no later than the last business day in June.)

- b) The proposed end date is on the last day of a calendar month.
- c) Notification to the Landlord has been submitted to the Landlord's Office either via the Online Service Centre at <https://secure.housing.ubc.ca>, or on the form provided by the Landlord for such purpose which is available at the Landlord's Office during regular business hours (8:15 am to 5:00 pm). The form must be fully completed and signed by the Tenant.

9. Guests

The Tenant is responsible for the behaviour of all Occupants and all guests of the Tenant and/or the Occupant(s) in the Residential Premises and on the Residential Property. Any behaviour by a guest that breaches a term of this Agreement is deemed to be a breach of the Agreement by the Tenant. The Tenant or an adult Occupant must be staying at the Residential Premises while guests are present.

No guest, or series of guests, may stay at the Residential Premises for more than 14 nights in any 30-day period without the prior written consent of the Landlord.

10. Vacating

The Tenant will 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 pm (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 the Tenant's personal possessions from the Residential Premises and Residential Property. 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 arising from such failure to vacate including, without limitation, the cost to the Landlord incurred to clean the Residential Premises and to provide hotel and meals for the incoming tenant, and that tenant's family, who is scheduled to take possession of the Residential Premises.

The Tenant acknowledges that in the case of any of the Tenant's or an Occupant's personal property remaining in the Residential Premises or elsewhere on the Residential Property after the Tenant provides the Landlord with vacant possession, the Landlord will remove and dispose of the Tenant's and the Occupant's personal property without compensation to the Tenant or any Occupant(s). The Tenant agrees that the Landlord will be under no obligation to store any such belongings remaining in the Residential Premises or on the Residential Property or to sell them or otherwise recover their value.

11. Abandoned Premises and Personal Property

The Landlord and Tenant agree that the Residential Premises and the Tenant's and any Occupant's personal property may be deemed by the Landlord to be abandoned when:

- a) a substantial amount of the Tenant's and Occupant's personal property is removed and the Rent is unpaid after the date that it is due; or
- b) the Tenant's Rent is unpaid after the date it is due and the Landlord has not received a response from

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the Tenant for a period of 14 days after sending a notice to the Tenant.

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 Residential Premises. In that event, re-entry may be made without notice to the Tenant and without liability for damage or prosecution.

The Tenant acknowledges that in the case of abandonment, the Landlord will remove and dispose of the Tenant's and the Occupant's personal property without compensation to the Tenant or any Occupant(s). The Tenant agrees that the Landlord will be under no obligation to store such belongings or to sell them or otherwise recover their value.

12. Condition of Unit

- a) The Tenant will maintain ordinary health, cleanliness and sanitary standards throughout the Residential Premises. The Tenant shall maintain the exterior of Residential Premises in a reasonable state of tidiness which shall include, without limitation, refraining from displaying any signage on the exterior of the Residential Premises and the Residential Property.
- b) The Tenant is responsible for the Landlord's cost, using the Landlord's workforce, of repairing damage to the Residential Premises and Residential Property caused by the Tenant, Occupants or guests of the Tenant or Occupant. The Tenant is not responsible for reasonable wear and tear to the Residential Premises or Residential Property.

c) The Tenant will not allow conditions to exist that, in the opinion of the Landlord, may encourage the infestation or propagation of insects, rodents or other vermin. The Tenant is required to report the presence or suspected presence of such pests 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 any disruption, relocation, loss or loss of use of personal possessions or furnishings.

d) Within 14 days of taking possession of the Residential Premises the Tenant will complete the "inventory and condition" report available via the Online Service Centre at <https://secure.housing.ubc.ca> outlining the existing defects in the Residential Premises. 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 inventory and condition report will form the basis of the assessment and the Tenant agrees to be responsible for all defects not reported on that form. If the Tenant does not complete the inventory and condition report as required, the Tenant will be responsible for all defects and/or damage in the Residential Premises.

13. 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 foregoing the Tenant will 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 will pay to the Landlord the Landlord's cost, using the Landlord's workforce, of rectifying any damage the Tenant causes to the Residential Premises or the Residential Property.

14. 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 for the purpose of investigating and taking the necessary measures to address the emergency, or when the Landlord has a reasonable belief that the Tenant is in breach of a material term of this Agreement, for the purpose of investigating the allegation of a material breach.
- b) Except when otherwise permitted pursuant to Sections 12(c) and 17, the Landlord will provide at least 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.

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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.

15. Locks and Keys

The Tenant will not place additional locks upon any door of the premises or alter the locks in any way 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.

The Tenant will not have copies made of any keys or keycards issued by the Landlord.

16. Notification of Repairs

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

17. 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 any of the Occupants are at the Residential Premises at that time.

18. Liability and Insurance

The Landlord is not responsible for property belonging to the Tenant, any Occupant or any of the Tenant's or Occupant's guest(s) which is lost, stolen or damaged in any way, regardless of cause, wherever or not this may occur on the Residential Premises or the Residential Property, including any storage facilities. The Landlord is not

responsible for any injury, death, damage or loss whatsoever caused to the Tenant, the Occupant or any of the Tenant or Occupant's guest(s) while in or about the Residential Premises, the Residential Property or the University campus or while engaged in activities organized or sponsored by the University. Without limiting the generality of the foregoing, the University shall not be responsible for injury, damage or loss to the Tenant, the Occupant(s) or any guests due to:

- the use of residence facilities and equipment;
- taking part in socials, dances, plays or other organized or sponsored activities; and
- taking part in organized or sponsored off-campus activities including ski trips and tours.

The Tenant agrees not to do, or permit to be done, any act or thing which may render void or voidable any insurance policy of the Landlord. The Tenant agrees to indemnify and save harmless the Landlord from and against any expense, loss or damage suffered by the Landlord by reason of the Tenant's or the Occupant's or any Tenant's or Occupant's guest's breach or non-performance of any term of this Agreement.

The Landlord carries insurance for its own benefit (See the UBC Treasury website <http://www.treasury.ubc.ca/risk-insurance> for more information). The Landlord does not provide the Tenant with general insurance, liability insurance or property insurance for any of the Tenant's or any Occupant's personal belongings. It is recommended that the Tenant arrange for all the Tenant's and each Occupant's person and personal effects in residence rooms, units, apartments, storage rooms, and all other Residential Property including in all residence buildings be covered by private insurance. The Landlord strongly advises

the Tenant to obtain a residential insurance policy that covers:

- a) loss of personal property; and
- b) liability for personal injury and property damage.

Insurance may be available as an extension of a home insurance policy, or the Tenant can obtain their own insurance package.

19. Utilities

Subject to Section 39 (Landlord Performance), the Landlord will endeavour to supply an uninterrupted supply of water, heat and electricity to the Residential Premises. In the event of a breakdown of the plumbing, electrical or mechanical systems, the Landlord will not be liable for damages for personal discomfort or any other damages, but the Landlord will carry out repairs with reasonable diligence.

20. Parking

a) Motorized Vehicles

The Tenant will only park in the parking space assigned to the Tenant. The Tenant, other Occupants of the Residential Premises, and/or their guests will 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 will purchase a Residence Parking Decal at a price determined by the Landlord from the Commonsblock Front Desk prior to parking their vehicle in their designated space. The one time cost of the decal is \$5. This Decal is required even if the Tenant has a valid student, faculty or staff parking decal or pass from UBC Parking and Access Control Services.

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The parking space provided is a standard size for a residential apartment complex and is suitable for one vehicle up to the size of a medium / large sport utility vehicle. The Tenant may not store oversize vehicles, campers, boat trailers, boats, storage sheds or other vehicle accessories or objects in the parking space or elsewhere on the Landlord's property without the prior written consent of the Landlord. If the Tenant's vehicle is, in Student Housing and Hospitality Services' opinion, too large for the parking space designated for the Tenant's use, Student Housing and Hospitality Services may reassign the Tenant to a different parking space.

Any vehicle kept or stored on the Landlord's property, including the contents thereof, will be kept there entirely at the risk of the Tenant and/or its owner(s). Vehicle storage insurance is required if the vehicle is not insured for driving. 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 campus-wide parking regulations of the Landlord enforced by UBC Parking and Access Control Services.

b) Bicycles

Bicycle theft is a common problem throughout the lower mainland, including the University campus. Good quality locks or chains are recommended for all bicycles. The Landlord is not responsible for theft or damage to bicycles, wherever it may occur.

Bicycles must not be stored in hallways, lounges or in areas which impede exit from buildings.

Bicycles must be stored on the racks or bars designed for that purpose. Bicycles found in any other areas (for example: attached to posts, railings, trees, et cetera) will be removed and disposed of without compensation to the resident or to the bicycle's owner (if not a resident).

Abandoned bicycles are common at residence. Periodically the residence bicycle racks/bars will be inspected and bicycles that appear to be abandoned will be tagged for a reasonable notice period, as set out on the tag. If the resident does not deal with their bicycle in the manner set out on the tag or otherwise remove the tag, after the expiry of the notice period, the University will remove and dispose of the bicycle. Residents are required to check their bicycle at least every two weeks to ensure it has not been tagged for removal. The University shall not reimburse or otherwise compensate any resident nor the owner of any bicycle (if not the resident) for loss or loss of use of a bicycle deemed to be abandoned and disposed of in accordance with this section.

21. Assignment and Subletting Restricted

Only the Tenant and the Occupant(s) may occupy the Residential Premises. This Agreement cannot be assigned, sublet, lent to or otherwise shared with another person. For greater certainty, the Tenant is not permitted to rent out the entire Residential Premises or any part of the Residential Premises (e.g. a bedroom or other living area). This is so even when money or other consideration are not exchanged. Unauthorized assignment, subletting, renting or any other form of lending or sharing is a breach of this Agreement and may, at the Landlord's option, result in the eviction of both the Tenant and Occupant(s) (if any) and the

person(s) occupying or sharing the Residential Premises.

22. Pets and Guide Animals

Fish in an aquarium, caged pet birds, and caged gerbils may be kept in the interior of 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 or animals are permitted on the Residential Premises or the Residential Property. For greater certainty, the Tenant will not permit guests to bring animals in or near the Residential Premises.

The Tenant may keep a guide animal (as defined in the *Guide Animal Act* of British Columbia) at the Residential Premises provided the Tenant supplies to the Landlord documentation acceptable to the Landlord to verify that:

- a) the guide animal is certified as a guide animal pursuant to the *Guide Animal Act* of British Columbia; and
- b) the guide animal is required by the Tenant or an Occupant of the Residential Premises due to a documented disability.

Student Housing and Hospitality Services will make those arrangements and accommodations that Student Housing and Hospitality Services deems to be reasonable and suitable for residents requiring guide animals and those other residents that may be affected by the presence of guide animals. Accordingly, the Tenant must inform Student Housing and Hospitality Services about the Tenant's or any Occupant's requirement to reside with a guide animal and provide the

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information described above before the arrival of the guide animal at residence.

In order to comply with Section 23 below, the Tenant and each Occupant shall keep the guide animal(s) residing at the Residential Premises in such a manner as to not disturb, threaten or create any other nuisance to other persons, and, without limiting the foregoing, keep the guide animal in accordance with the applicable Student Housing and Hospitality Services policies, rules and regulations.

If during the term of this Agreement, the Tenant or an Occupant require that a guide animal reside in the Residential Premises, even temporarily, the Tenant must inform Student Housing and Hospitality Services as soon as possible and provide the information described above before the arrival of the guide animal at residence.

23. Conduct on Property

The Tenant will 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 will immediately cease and desist from the conduct or activity giving rise to the noise or nuisance, until such time as a determination on the reasonableness of the conduct or activity is determined by the Landlord.

24. Use of Premises

The Tenant will use the Residential Premises solely for residential purposes. The Tenant will not use the Residential Premises for any illegal purposes. The Tenant will not carry on or permit an Occupant or any other person from carrying

on any business in the Residential Premises without the prior written consent of the Landlord, it being understood that the Landlord is under no obligation to approve any business activity at or from the Residential Premises and the decision by the Managing Director of Student Housing and Hospitality Services on this matter is final.

25. 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, washing machines, clothes dryers, stoves, air conditioners, refrigerators, freezers and dishwashers.

26. Facilities for all Tenants

Any yard passage, alley, playground, or area connected with or adjoining or adjacent to the Residential Premises is for the use of all tenants and occupants of the Residential Property and not for the sole or exclusive use of the Tenant and the Tenant will not, and will ensure that Occupants and guests do not, obstruct or hinder the use of the same by other persons.

27. Obstruction of passageways

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

28. Throwing Objects

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

29. Safety and Security

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

The Tenant and Occupants of the Residential Premises are responsible for taking reasonable precautions to ensure that the Residential Premises, and other buildings on the Residential Property, are protected from a breach of security. This includes, but is not limited to, locking doors and windows, not forcing or propping building entrance doors open, not permitting unknown persons into the residence buildings, and immediately reporting strangers or security concerns to the Landlord.

30. Combustible Materials

Except as permitted pursuant to Section 31 (Barbecues), the Tenant will 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 will not store kerosene, gasoline, or fireworks in or near the Residential Premises. Any propane or other combustible gas fuel used for barbecues must be stored in legally certified containers on the ground floor patio of the Residential Premises if barbecuing or outdoor cooking is permitted in the Residential Premises as outlined below.

31. Barbecues

- a) If the Residential Premises is a townhouse located in the Acadia Park Residence Area then barbecuing is permitted on the ground floor patio only. Barbecuing is not permitted in any other units in the Acadia Park Residence Area,

including, without limitation the balconies of Acadia Highrise or the balconies of townhouses.

b) If the Residential Premises is located in the University Apartments Residence Area then:

- i) Barbecuing is permitted on ground floor patios only, in units located on the ground level of the buildings (as indicated by a unit number starting with “1”), and
- ii) Barbecuing is permitted on patios in the fourth floor corner units in the Point Grey Apartment building (2875 Osyoos Crescent) namely units 402, 407, 419, and 424.

Barbecuing is not permitted in any other units in the University Apartments Residence Area.

Tenants permitted to operate a barbecue at their Residential Premises must ensure that the barbecue is attended at all times it is being operated.

Any other form of outdoor cooking must be approved in writing in advance by the Landlord.

32. Weapons

- a) The Tenant will not, and will not permit an Occupant or guest to, at any time bring or keep on the Residential Premises or Residential Property any of the following (each of which is described as a “weapon”):
 - i) any real or replica projectile weapons, including but not limited to real or replica firearms, cross-bows, sling shots, paint-ball guns and air guns, which include BB guns;
 - ii) blades, other than kitchen knives, including but not limited to swords, bayonets, épées, and blades used in martial arts; and

- iii) any other weapons, whether used for martial arts or other forms of combat training, or otherwise.

Where the Tenant believes they have a legitimate reason for possession of a weapon (e.g.: martial arts) the Tenant may request an exemption from the Landlord. The Landlord may, in its sole discretion, grant or reject an exemption request. Exemptions will be conditional upon the Tenant complying with certain rules regarding the weapon’s use and storage while at residence, as described in the exemption. If the Tenant fails to abide by the conditions of the exemption, the Landlord may withdraw the exemption, with immediate effect. In all matters regarding the possession of weapons at residence, the decision of the Managing Director of Student Housing and Hospitality Services or their delegate is final.

- b) Regardless whether an exemption (described above) is granted, the Tenant will not and will not permit an Occupant or guest to, at any time, operate, use or openly transport any weapons on or about the Residential Property or on a patio or balcony on the Residential Premises.

33. Additional Policies, Rules and Regulations

The Landlord may create additional policies, rules and regulations to address matters that have arisen subsequent to the execution of this Agreement. The Tenant agrees to observe and comply with and to cause the Occupants of the Residential Premises to observe and comply with any such rules or regulations that are publicly posted by the Landlord, or delivered to the Tenant at the Residential Premises, or delivered to the email address that the Tenant has provided to the Landlord through the Landlord’s Student Service Centre.

34. Smoking and Incense

The term “smoking,” as used in this Agreement, and in the policies, rules and regulations applicable in respect of the Residential Premises and the Residential Property, is deemed to include, without limitation: smoking cigarettes, cigarillos, and cigars; smoking using pipes, hookahs, shishas, and any other smoking devices; and the use of electronic cigarettes.

The Tenant acknowledges that smoking is not permitted in the Residential Premises if the Residential Premises is located in the Acadia Park Highrise or University Apartments (Acadia House, Sopron House, Point Grey Apartments, Spirit Park Apartments).

Subject to Section 23 (Conduct on Property), smoking is permitted in the Residential Premises located in the Acadia Park townhouses or courts. Smoking is prohibited in Residential Premises located in any other part of the Residential Property. For greater certainty and without limiting the generality of Section 23, the Landlord may require that the Tenant and all Occupants of Residential Premises in Acadia Park townhouses or courts cease smoking within the Residential Premises if their smoking is creating a nuisance or otherwise disturbing other tenants.

Smoking outside the Residential Premises and other buildings on the Residential Property will take place a minimum of six (6) metres from the outermost exterior of the Residential Premises and any other Residential Property (e.g.: building overhangs, balconies, entrance canopies, etc.). Smoking is not permitted on a balcony of the Residential Premises, even in a Residential Premises where smoking is permitted.

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Smoking is not permitted elsewhere in any area of any building on the Residential Property, including without limitation the Commonsblock, or laundry facilities or building stairwells, hallways, fire exits, lobbies or balconies.

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

35. 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.

If the Tenant remains in occupation of the Residential Property after the Move-Out Date or the Tenant's eviction date, no new right of occupation is thereby created and the Landlord may, without notice, re-enter and take possession of the Residential Premises, remove the Tenant and all other persons and property and use such force and assistance as the Landlord deems necessary to retake possession of the Residential Premises. In this situation, purported rent payment(s) processed by the Tenant through the Landlord's online payment process shall not be effective to create any new or continued right of occupation unless such right of occupation and receipt of payment are expressly and separately acknowledged by the Managing Director, Student Housing and Hospitality Services. If the Managing Director, Student Housing and Hospitality Services, or their delegate, expressly grants their approval to the Tenant's continued occupation of the Residential Premises and

accepts payment of Rent for that occupation, then any right of occupation that is thereby created shall be for the period contained in such approval, at the Monthly Rent previously payable for the Residential Premises and subject to the terms of this Agreement, as applicable for the occupancy period.

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

36. Construction

The Tenant acknowledges that major renovation and construction projects are being undertaken on campus including near the Residential Premises and on the Residential Property. The work typically takes place during regular business hours, but may begin earlier or extend into evenings or weekends. Ongoing construction or renovation projects will continue through midterm and final exam periods. The University will take measures to ensure that prudent construction practices are followed, but there may be noise, dust and temporary interruption of some services. The Tenant may be required to temporarily or permanently relocate to facilitate construction or renovations in the Residential Property. There will be no compensation or reduction in Rent due to disruption or relocation.

37. Denial of Other University Services

In addition to any other remedies available to it pursuant to this Agreement or at law, the Landlord may, pursuant to [University Policy 67](#), suspend privileges and deny services if any Rent, including, for greater certainty, assessments, damages, costs or other monetary amounts owing pursuant to this Agreement remain unpaid by the Tenant either during the term of this Agreement or after its termination or conclusion for any reason.

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 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.

39. Landlord Performance

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

If the Tenant, Occupant(s) and/or their guest(s), have mobility or agility disabilities, the Tenant is nonetheless welcome to request an assignment to a unit located above the ground floor. Please note that elevators do break down occasionally, and may be out of order for an extended period. Inconveniences may occur for those who are

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unable to negotiate stairs. The Landlord will take action to repair any malfunctioning equipment promptly, however it is not responsible for service disruptions which limit access to the Residential Premises. To the extent that the Landlord is unable to fulfil, or is delayed or restricted in fulfilling, its obligations under this Agreement by any cause beyond its control, the Landlord shall be relieved from the fulfilment of its obligations during that period and the Tenant shall not be entitled to any reduction in Rent or other compensation as a result thereof. Without restricting the generality of the foregoing, the Landlord shall not be responsible for failing to meet its obligations under this Agreement due to: a strike by its employees; a lockout of employees by the Landlord; or any other form of job action or labour unrest; acts of God, including public health emergencies whether localized, national or international; unusually destructive or disruptive storms; fires; floods; earthquakes; intervention by civilian or military authorities; acts of war; acts of terrorism; or changes to federal, provincial or local government laws, regulations, bylaws or policies.

40. Application of Residential Tenancy Act

As is expressly stated in the *Residential Tenancy Act* of British Columbia, the *Residential Tenancy Act* of British Columbia does not apply to this Agreement or the Tenant's and the Occupants' occupation of the Residential Premises.

41. Time is of the Essence

Time is of the essence in this Agreement.

42. 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.

43. Modification

Changes may not be made to the terms of this Agreement without the written permission of the Managing Director, Student Housing and Hospitality Services, or his or her designate. 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 through the Landlord's Student Service Centre, or if no valid email address is provided, by written notification delivered to the Residential Premises. 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 Managing Director, Student Housing and Hospitality Services, the health or safety of any person may be adversely affected by a delay.

44. 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.

45. Extended Meanings

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

46. Protection of Privacy

Personal information about the Tenant in the possession of the Landlord will not be released to persons outside the University administration, including family members or friends, without the written consent of the Tenant, unless permitted or required by law.

47. Notice

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

- a) must be given to the Landlord by delivery of the notice to the Landlord's Office during hours that the office is open for business, or by e-mail to family@housing.ubc.ca; and
- b) unless otherwise expressly set out elsewhere in this Agreement, must be given to the Tenant by leaving a notice at the Residential Premises or by sending an e-mail at the last e-mail address registered by the Tenant with the University's Student Information System (for students) or via the Online Service Centre at <https://secure.housing.ubc.ca> (for faculty/staff).

Notices given by delivery in accordance with this Agreement to the Landlord's Office or the Residential Premises or an email address will be deemed to have been received on the date of the delivery. Nothing in this section prohibits the delivery of notices to the Tenant by other means.

It is the responsibility of the Tenant to keep their e-mail contact information up to date with the University's Student Information System (students) and with the Online Service Centre at <https://secure.housing.ubc.ca> (faculty/staff).