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THE UNIVERSITY OF BRITISH COLUMBIA

Residence Contract 2011/2012

Student Housing and Hospitality Services

ST. JOHN'S COLLEGE

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Student Housing and
Hospitality Services

St. John's College

Residence Contract
2011/2012

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ST. JOHN'S COLLEGE

TERMS AND CONDITIONS

This is a legally binding agreement between you and the University. The basic terms of your agreement are outlined in the Residence Acceptance Confirmation page created during your Online acceptance process. This document, the Residence Acceptance Confirmation page created during your online offer acceptance process, and the Contract Confirmation, ID and Emergency Contact Card comprise the contractual agreement between you and the University (referred to as the "Contract"). It sets out the policies and regulations governing the offer of housing and the terms and conditions of accepting residence in the student residences managed by Student Housing and Hospitality Services.

Applicants who wish to live in residence with their children are not eligible for residence at the College and may apply for accommodation in University student family housing.

1. Definitions

In this Contract:

Your "accommodation"; and your "room" refer to the room identified on your Contract Confirmation, ID and Emergency Contact Card, as may be amended from time to time by agreement. This definition applies whether your accommodation is a single room, large single room, or one-bedroom unit.

An "assessment" means a bill for an amount, determined by the Landlord, that you owe to the Landlord on account of one or more of the

following: any damage to, repair of or loss of Landlord property (including your keys) or extraordinary service, cleaning, administrative or other costs you, your Spouse or your guests cause to the Landlord's residence facilities whether through accident, neglect or intent.

"College" means St. John's College at The University of British Columbia, located at 2111 Lower Mall, Vancouver, BC Canada V6T 1Z4.

"Fees" is a general term for all amounts that you may owe the Landlord from time to time, which includes, without limitation, the Residence Fees plus all other assessments, charges and other amounts payable by you to the Landlord pursuant to this Contract, including, without limitation, all damage assessments, interest, and amounts owing as a result of any breach of this Contract.

"Guest" refers to anyone who you or your Spouse accompany on, invite, accept or admit to your accommodation and/or the Residential Property (which includes but is not limited to all residence buildings, parking lots and surrounding grounds).

"Landlord" means The University of British Columbia, represented by Student Housing and Hospitality Services, The University of British Columbia, 2205 Lower Mall, Marine Drive building 6, Vancouver, BC V6T 1Z4. Student Housing and Hospitality Services is a department of the University of British Columbia and has the power and authority to act on behalf of the Landlord in respect of this Contract. References to Student Housing and Hospitality Services refer to the Landlord, acting through Student Housing and Hospitality Services.

"Move-In Date" means the date identified as such on your Residence Acceptance Confirmation and the Contract Confirmation, ID and Emergency Contact Card, unless otherwise agreed by you and the Landlord.

"Move-Out Date" means the date identified as such on your Residence Acceptance Confirmation and the Contract Confirmation, ID and Emergency Contact Card, unless otherwise agreed by you and the Landlord.

"Principal" means the Principal of St. John's College.

"Residence Fees" mean the residence fees applicable to your accommodation, as set out in Appendix IV.

"Residential Property" means the buildings, facilities and land owned by the Landlord and known collectively as the St. John's College residential area including, without limiting the foregoing, the common kitchens, laundry rooms, Study Room, Social Lounge, Dining Hall, College office, gardens and patios, shared storage areas.

"Spouse" has the meaning given to it in Section 5.

"St. John's College Office" means the building located at 2111 Lower Mall, Vancouver, BC Canada V6T 1Z4.

"Term" has the meaning given to it in Section 2, below.

"University" means The University of British Columbia, and as the context requires, may mean, collectively, the corporate entity and the faculties, departments, administrative units, ancillaries and

business units that form part of University, or the Vancouver campus of the University.

“you,” or “your,” “resident,” “residents,” “student” or “students” refer to the resident identified on the Contract Confirmation, ID and Emergency Contact Card.

If there is any conflict or inconsistency between the Residence Acceptance Confirmation and the Contract Confirmation, ID and Emergency Contact Card, the Contract Confirmation, ID and Emergency Contact Card governs.

2. Length of the Tenancy

In consideration of the fees, covenants, conditions and agreements to be paid, observed and performed by you, and the mutual agreements of the parties, the Landlord demises to you and you hereby rent from the Landlord your accommodation, on the terms of this Contract.

This Contract commences at 9 am on the Move-In Date and ends at 12 pm (noon) on the Move-Out Date by which time you must have vacated and surrendered your accommodation to the Landlord.

At the expiration or sooner determination of the Contract, you will vacate and surrender your accommodation to the Landlord in the condition in which it was required to be kept pursuant to this Contract.

3. Fees

a) Payment of Fees

You will pay to the Landlord the Residence Fees for your accommodation according to the payment schedule attached hereto as Appendix

IV, without any deduction, abatement or set off whatsoever, via the Online Service Centre at www.housing.ubc.ca or at Student Housing and Hospitality Services main office. You may either pay the entire amount due or pay the Residence Fees in instalments, in the amounts and on the dates outlined in Appendix IV. If you choose or are required to change your accommodation, you will be required to pay the Residence Fees stipulated for the new accommodation.

Failure to pay the first instalment of Residence Fees by or on the date it is due will lead to forfeiture of your accommodation assignment.

You will pay all other Fees (other than Residence Fees) in accordance with the instructions of the Landlord, and in any case, upon demand.

Fees paid by someone other than you will be deemed to be paid on your behalf.

The following fees apply:

- a fee of \$25 for any late payment of Residence Fees that is accepted by the Landlord.
- a \$25 service fee on any cheque returned by your bank for any reason.
- the 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 direct payment (e.g. Interac) transactions.

Please note that post-dated cheques will not be accepted without prior authorization by Student Housing and Hospitality Services.

b) What is included in your Residence Fees

The following items are included in your Residence Fees:

- access to the common kitchens facilities and other common areas provided for residents, including shared storage areas, Study Room, and Social Lounge
- heat
- electricity
- water
- shared laundry facilities located outside your accommodation
- garbage dumpsters
- window coverings
- basic cablevision service
- ResNet service
- furniture including a bed, desk, chair, bookcase, easy chair and coffee-table. Additional furniture may be provided in the one-bedroom units.

4. Breach or Non-performance

If at any time:

- a) you do not make any payment of your Residence Fees within five (5) days of when it is due and payable, or
 - b) you or your Spouse breach or fail to observe or perform any other covenant, agreement or obligation in this Contract
- then the Landlord, in addition to any other available remedies, may at its option, without prior notice, immediately re-enter and take

Contract

possession of your accommodation, by force if necessary, remove all persons and property and use such force and assistance as the Landlord deems necessary to recover possession of your accommodation.

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 your part. If the Landlord exercises its option to re-enter and take possession of your accommodation, you remain liable under this Contract for all amounts then or thereafter due and payable to the Landlord, including without limitation outstanding Residence Fees and all other Fees owing pursuant to this Contract.

5. Occupants

If you wish to live at residence with your children, you are not eligible for these facilities, but you may apply for accommodation in UBC student family housing.

You will not permit any other person to reside in your accommodation except as outlined in this Contract.

A "Spouse," as used in this Contract, is a person that you are married to or you are in a marriage-like relationship with such that you meet the legal definition of "spouse" in British Columbia. References to your Spouse in this Contract refer to the person, if any, duly authorized to share your accommodation with you in accordance with this section.

To reside with your Spouse at the College, you must be assigned to a one bedroom unit, your Spouse must meet the minimum age requirements for the College and you and your Spouse must receive authorization from the Principal. Your Spouse is not entitled to move into your accommodation prior to receiving such written approval from the Principal. Your Spouse is not entitled to reside in your accommodation unless you also reside there at the same time. You hereby represent and confirm that the person defined as Spouse on the Residence Contract Confirmation and ID and Emergency Contact card is your Spouse.

You agree to advise the Landlord in writing within ten days of your Spouse ceasing to reside in your accommodation.

You are responsible for the behaviour of your Spouse and any behaviour by your Spouse that breaches or, if had been performed by you would have breached, a term of this Contract is deemed to be a breach of the Contract by you. Without limiting the foregoing, you are responsible for the actions of your Spouse while in your accommodation and on the Residential Property.

If your Spouse no longer meets the eligibility requirements set out in this Section 5, you will, within 30 days of such change, cause your Spouse to cease residing in your accommodation.

6. Eligibility

- a) To be eligible for residency at the College, you and your Spouse must be a minimum of 19 years of age by December 31, 2011, you must be a member in good standing of the College and

you must hold one of the positions described in Section 6(b), below.

- b) You represent and warrant that, as of the Move-In Date, you will be a member in good standing of the College. You agree that it is a fundamental condition of this Contract that throughout the Term, you maintain your status as a member in good standing of the College and:
 - i) if you are a graduate student, that you must be and remain registered as a full-time graduate student in a degree granting graduate program at the University of British Columbia, and, upon request, obtain confirmation of same from the Faculty of Graduate Studies;
 - ii) if you are a Visiting Professor at the University of British Columbia, that you maintain your position as a Visiting Professor;
 - iii) if you are a Post-doctoral Fellow at the University of British Columbia, that you maintain your position as a Post-doctoral Fellow; and
 - iv) if you hold some other position with or at the University that has been approved by the Principal, that you maintain such position.

You acknowledge and agree that if you fail at any time during the Term to fulfil the applicable criteria set out above or otherwise fail to maintain your status as a member in good standing of the College, the Landlord may, in its sole discretion, exercise any remedies available to it pursuant to this Contract and in law. (See Section 7 regarding terminating the contract before the Move-Out Date and what you can do to avoid paying the Termination Fee, if you no

longer meet the applicable criteria or lose your College membership). The remedies available to the Landlord include, but are not limited to, terminating this Contract upon giving you reasonable notice (reasonable notice, for greater certainty, will be, in most but not all cases, until the end of the current month except where that amounts to less than two weeks, in which case you will be given at least until the middle of the following month to vacate—note, however, that in appropriate circumstances (e.g. disruptive, harmful, threatening or destructive behaviour) the Landlord may evict you immediately, and in any case, with less than two weeks notice).

- d) You will provide to the Landlord, within ten days of a written request, evidence satisfactory to the Landlord that any person who occupies your accommodation is the Spouse listed on the Residence Contract Confirmation and ID and Emergency Contact card and to whom the Landlord has consented to residing in your accommodation pursuant to Section 5.
- e) If you provide any false or misleading information in any application for residency at the College or in your membership application at the College, you will be in breach of this Contract and the Landlord may, in its sole discretion, terminate this Contract.

7. Departure prior to Move-Out Date

- a) You may terminate this Contract on or after the Move-In Date, provided that you:
 - i) pay the Termination Fee (defined in Section 7b) below) (unless waived in accordance with section 7c) below); and
 - ii) Complete all the vacating procedures outlined in Section 13 below.

- b) The Termination Fee is the lesser of:
 - i) 25% of the total Residence Fees; and
 - ii) the remainder of the Residence Fees that would have been owing to the Landlord had you not terminated this Contract (in other words, the Residence Fees for the period from the date you vacate your accommodation (see Section 13 below) until the Move-Out Date).
- c) The Landlord will waive the Termination Fee in the following circumstances:

Change of Position except due to Program Completion and Closure

- i) If you do not or will not after a certain date during the Term, continue to fulfil the applicable criteria set out in Section 6b), or otherwise cease to be a member in good standing of the College, the Landlord will waive the Termination Fee if you:
 - A. submit a contract cancellation request to the Landlord, identifying a move-out date that is on the last day of the following month; and
 - B. provide vacant possession of your accommodation, follow all check-out procedures, and return all keys, no later than 12 pm (noon) on the move-out date.

Program Completion and Closure

In this section, “Program Completion and Closure Date” means, as applicable:

- a) if your program is administered through the Faculty of Graduate Studies, the date the University has closed your academic program; or
- b) if your program is not administered through the Faculty of Graduate Studies, the date you finish

all of the course work / assignments required to graduate from your program (whether or not you have received your final grades). Note, in both situations, this is different from the date of your convocation.

- ii) If you anticipate that your Program Completion and Closure Date will occur during the Term, the Landlord will waive the Termination Fee if you:
 - A. submit a contract cancellation request to the Landlord at least two (2) months prior to the last day of the month in which your anticipated Program Completion and Closure Date falls, that identifies a move-out date that is on the last day of the month in which your anticipated Program Complete and Closure Date falls; and
 - B. provide vacant possession of your accommodation, follow all check-out procedures, and return all keys, no later than 12 pm (noon) on the move-out date indicated on your contract cancellation request.

For example, if you expect that your Program Completion and Closure Date will be some time in November, you must submit a contract cancellation request to the Landlord by September 30, and depart on November 30.

Acknowledging that the Program Completion and Closure Date may be unpredictable, the Landlord and College encourage you to give yourself sufficient time to fulfil your program completion and closure requirements. If you've submitted a contract cancellation request and you then come to expect that your Program Completion and Closure Date will not occur

until after the move-out date indicated on your contract cancellation request, please notify the Landlord immediately. The Landlord and College will make all reasonable efforts to allow you to remain in your accommodation, and if that is not possible, the Landlord will offer you alternative accommodation, if available, on a short-term basis. The alternative accommodation may not be in the College, and, in any case, the terms and conditions, including fees, will be those applicable to that alternative accommodation.

iii) For greater clarity, if you fail to give notice by the date(s) indicated above and vacate by the move-out date you have indicated, you will be ineligible for a Termination Fee waiver pursuant to this section.

- d) Any agreement to end this tenancy shall be prepared by and be in form acceptable to the Landlord and must be signed by the Landlord before becoming effective.
- e) Appendix III applies in the situation where you wish to temporarily live elsewhere while pursuing an academic opportunity.

8. **Mandatory Meal Plan**

Communal dining is an integral part of life at the College. You and your Spouse are required to purchase and participate in the meal plan from the meal plan provider for the College. The current meal plan provider is the St. John's College Dining Society (please see www.stjohns.ubc.ca). You agree to pay to the meal plan provider the fees established by the meal plan provider and to be bound by the meal plan provider's terms and conditions. In the event that St. John's College changes meal plan providers,

you agree to pay the fees established by the new meal plan provider and to be bound by the new meal plan provider's terms and conditions. The fees, and terms and conditions of the new meal plan provider may differ from those of the current meal plan provider. The College will, if possible, provide you with one month notice of any change in meal plan providers.

9. **Re-Assignment to Different Accommodation**

If in the sole opinion of the Principal, the health, safety or well being of any resident of the College may be jeopardized, the Landlord reserves the right, upon three days notice to assign you to a different accommodation within the College's residential area. In all other cases except emergencies, the Landlord reserves the right, upon 30 days notice, to assign you to different accommodation within the College's residential area. This may include requiring you to move to a different type of accommodation. In such cases, you will be required to move to the new accommodation assigned by the Landlord and to pay the Residence Fees stipulated for the new accommodation type.

10. **Accessibility**

If you, your Spouse or your guests have mobility or agility disabilities, you may nonetheless request assignment to accommodation located above the ground floor on the basis that you understand and accept that inconveniences may occur for those who have difficulty negotiating stairs. The Landlord will take action promptly to repair any malfunctioning elevator equipment, however it is not responsible for service disruptions which limit access to areas of the Residential Property (for example, shared laundry facilities).

11. **Guests**

You are responsible for the behaviour of all of your and/or your Spouse's guests in your accommodation and the Residential Property. Any behaviour by your guest that breaches or if had been performed by you would have breached a term of this Contract is deemed to be a breach of the Contract by you.

No guest, or series of guests, may stay at your accommodation for more than seven (7) nights in any 30-day period without the prior written consent of the Principal. You must be staying at your accommodation together with any guests that are present.

12. **Non-Residence Furniture**

Your accommodation is furnished. Additional furniture may only be placed in your accommodation or shared living areas with the prior written authorization of the Principal or their designate. You must remove any additional furniture you have brought into your accommodation or onto the Residence Property prior to vacating, and reassemble and return the Landlord-supplied furnishings to their original location. If you fail to do this when required pursuant to this Contract, you will pay all the Landlord's costs to do so. Costs associated with reassembling or relocating Landlord-supplied furnishings or removing any additional furniture from any room or unit or elsewhere on the Residential Property will be assessed to you.

13. **Vacating**

You will provide vacant possession of your accommodation, follow all check-out procedures, and return all keys to your accommodation, no later than 12 pm (noon) of the Move-Out Date

unless prior written authorization to do otherwise has been received from the Landlord.

Vacant possession means removing all persons and your possessions, including all additional furniture you have brought in, from your accommodation and Residential Property. If you fail to provide vacant possession when required pursuant to this Contract then, in addition to the Landlord's other remedies, you 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 meals for the incoming tenant (and their spouse, if applicable) who is scheduled to take possession of your accommodation.

You acknowledge that in the case of personal property not removed from your accommodation or Residential Property, the Landlord will remove and dispose of such personal property without compensation to you, your Spouse or any other person. You agree that the Landlord will be under no obligation to store such personal property, to sell it or otherwise recover its value.

14. Abandoned Accommodation and Personal Property

Without limiting any other remedies of the Landlord pursuant to this Contract or at law, you and the Landlord agree that your accommodation and personal property found within your accommodation may be deemed by the Landlord to be abandoned when:

- a) a substantial amount of your personal property is removed from your accommodation and the Residence Fees are unpaid after the date that it is due; or

- b) the Residence Fees have been unpaid after the date it is due and the Landlord has not received a response from you for a period of 14 days after sending a notice to you.

You and the Landlord agree that if your accommodation is abandoned, the Landlord may re-enter your accommodation without notice to you and without liability for damage or prosecution. In addition to any additional rights the Landlord may have, the Landlord may thereafter re-rent your accommodation.

You acknowledge that in the case of abandonment, the Landlord will remove and dispose of all personal property found in your accommodation without compensation to you, your Spouse or any other person. You agree that the Landlord is under no obligation to store such belongings or to sell them or otherwise recover their value.

15. Condition of Accommodation

- a) You will maintain ordinary health, cleanliness and sanitary standards throughout your accommodation.

You shall maintain the exterior of your accommodation in a reasonable state of tidiness which shall include, without limitation, refraining from displaying any signage on the exterior of your accommodation or the Residential Property.

- b) You are responsible for the cost of repairing damage to your accommodation and the Residential Property caused by you, your Spouse, or guests. You are not responsible for reasonable wear and tear to your accommodation.

- c) You 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. You are required to report the presence or suspected presence of such pests in your accommodation to the Landlord. Upon providing you with reasonable notice, if possible, and otherwise without notice in the interests of preventing the spread of insects, rodents or other vermin, authorized personnel of the Landlord may enter your accommodation to inspect for the presence of insects, rodents or other vermin. Should, in the opinion of the Landlord, treatment of your accommodation be required, you will comply with the prescribed treatment methods and protocols. This may include treatment, cleaning, relocation and/or removal and disposal of furnishings or personal possessions, including clothing. In such an event you will not be reimbursed by the Landlord for any disruption, relocation, loss or loss of use of personal property or furnishings.

- d) Within seven (7) days of taking possession of your accommodation, you are required to complete the "room inventory and condition" report available via the Online Service Centre at secure.housing.ubc.ca outlining any existing defects in your accommodation. At the Move-Out Date or such earlier date you vacate your accommodation, if your accommodation is not left in a condition similar to the condition it was, as set out in your room inventory and condition report, you agree to pay the Landlord the costs of cleaning and repairing it. The room condition and inventory report will form the basis of the assessment and you agree to be responsible for all

defects not reported on that report. If you do not complete the room condition and inventory report as required, you will be responsible for all defects and/or damage in your accommodation.

16. Renovations and Alterations

You will not alter, redecorate, wallpaper, or change in any way your accommodation except as authorized in writing by the Landlord. Without limiting the foregoing, you will not cause spikes, hooks, screws or nails to be put into walls or woodwork of the interior or the exterior of your accommodation. Examples include the attachment or installation of bookcases, shelving, hanging planters, security alarm systems, hose racks, and satellite dishes. You will not alter or cut the landscaping (shrubs, plants, bushes, trees, hedges, flowers, et cetera) planted by the Landlord except as authorized in writing by the Landlord, except in designated community gardens set aside for use by residents of the College (if any). You will pay to the Landlord the Landlord's cost, using the Landlord's workforce, of rectifying any damage you, your Spouse and/or your respective guest(s) cause to your accommodation and/or the Residential Property.

17. Landlord's Right of Entry

- a) You acknowledge that the Landlord has the right to enter your accommodation 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, and when the Landlord has a reasonable belief that you are in breach of a material term of this Contract, for the purpose of investigating the allegation of a material breach.

- b) Except when otherwise permitted pursuant to Sections 15 and 20, the Landlord will provide at least 24 hours notice to you prior to entering your accommodation 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, or to conduct an inspection of your accommodation in advance of you vacating your accommodation.
- c) The Landlord may enter your accommodation from time to time throughout the Term for the purpose of inspecting the condition of your accommodation and the Landlord's property therein, provided that the Landlord will provide at least 24 hours' advance notice to you.

18. Locks and Keys

You will not place additional locks upon any door of your accommodation or Residential Property or alter the locks in any way without the written consent of the Landlord. You agree to pay the Landlord a fee for any lock changes and additional keys required by you.

You will not have copies made of any keys, keycards or key fobs issued by the Landlord.

19. Maintenance and Repairs

The Landlord will provide and maintain your accommodation in a reasonable state of decoration and repair, suitable for occupation by you. The Landlord will comply with health, safety and housing standards required of it by law. You will provide the Landlord with prompt notification of any repair work or maintenance needed to your accommodation and shall not, except in an

emergency, perform or contract with third parties for such work.

20. Maintenance Requests

If you request repairs or maintenance to be carried out in your accommodation, you consent without further notice to the entry into your accommodation by any tradesperson at such times as the tradesperson is available to carry out such work whether or not you or your Spouse are at your accommodation at that time.

21. Liability and Insurance

The Landlord is not responsible for property belonging to you, your Spouse or any of your or your Spouse's guest(s) which is lost, stolen or damaged in any way, regardless of cause, wherever or not this may occur in your accommodation or on the Residence Property, including any storage facilities. The Landlord is not responsible for any injury, death, damage or loss whatsoever caused to you, your Spouse or any of your or your Spouse's guest(s) while in or about your accommodation, the Residential Property or the Landlord's campus or while engaged in activities organized or sponsored by the College or the Landlord. Without limiting the generality of the foregoing, the Landlord shall not be responsible for injury, damage or loss to you or your 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.

You agree not to do, or permit to be done, any act or thing which may render void or voidable any

insurance policy of the Landlord. You agree to indemnify and save harmless the Landlord from and against any expense, loss or damage suffered by the Landlord by reason of you, your Spouse or any of your or your Spouse's guest(s)'s breach or non-performance of any term of this Contract.

The University carries insurance for its own benefit (See the UBC Treasury website www.treasury.ubc.ca/risk-insurance for more information). The University does not provide you or your Spouse with general insurance, liability insurance or property insurance for any of your or your Spouse's personal belongings.

It is recommended that you arrange insurance coverage for you and your Spouse, and all of your personal effects. The Landlord strongly advises you 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 your family's home insurance policy, or you can obtain your own insurance package.

22. Utilities and Computer Networks

Subject to Section 42 (Landlord's Performance), the Landlord will endeavour to supply an uninterrupted supply of water, heat and electricity to your accommodation. 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.

If you, your Spouse or any of your guests use the ResNet computer network, you are responsible

for each person abiding by the ResNet Service Agreement, and the Responsible Use of Information Technology guidelines, as amended from time to time by UBC IT Services. Please see it.ubc.ca/internet/resnet and/or it.ubc.ca/internet/wireless.

23. Parking and Bicycles

a) Motorized Vehicles

Parking for the College's residents is available through UBC Parking and Access Control Services. For information about rates, terms, and conditions refer to www.parking.ubc.ca. Parking of motorized vehicles (which includes, but is not limited to, cars, motorcycles, mopeds and scooters) on the University campus is strictly regulated. If you, your Spouse or your guest(s) is/are in violation of the University's parking regulations, the vehicle may be towed at the owner's expense in accordance with those regulations.

b) Bicycles

Bicycle theft is a common problem throughout the British Columbia Lower Mainland, including the University campus. Good quality locks or chains are recommended for all bicycles. All of the residences have bicycle storage areas. 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 (i.e. attached to posts, railings, trees, et cetera) will be removed without compensation to the resident or to the owner of the bicycle (if not the 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 in the tag or otherwise remove the tag, after the expiry of the notice period, the University will remove and dispose of such bicycles. Residents are required to check their bicycles at least every two weeks to ensure it has not been tagged for removal. The University shall not reimburse or otherwise compensate any resident or 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.

24. Assignment and Unauthorized Occupancy

Only you and your Spouse may occupy your accommodation. This Contract and your accommodation cannot be assigned, sublet, lent to or otherwise shared with another person. For greater certainty, you are not permitted to rent out your accommodation or any part of your accommodation. This is so even when money or other consideration are not exchanged. Unauthorized assignment, subletting, lending or sharing is a breach of this Contract and may, at the Landlord's option, result in the eviction of both you and your Spouse and the person(s) occupying or sharing your accommodation.

25. Pets and Guide Animals

No pets or animals are permitted on the Residential Property or in your accommodation. For greater certainty, you will not permit guests to bring animals in or near your accommodation.

You may apply to keep a guide animal (as defined in the *Guide Animal Act* of British Columbia) at

your accommodation provided that you supply 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 you or your Spouse 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, you must inform the Student Housing and Hospitality Services about your or your Spouse's requirement to reside with a guide animal and provide the information described above before the arrival of the guide animal at your accommodation.

In order to comply with Section 26 (Conduct on Property) below, you and your Spouse shall keep the guide animal(s) residing at your accommodation in such a manner as to not disturb, threaten or create any other nuisance to other persons or the College, and, without limiting the foregoing, keep the guide animal in accordance with the applicable College and Student Housing and Hospitality Services policies, rules and regulations. If during the Term, you or your Spouse require that a guide animal reside in your accommodation, even temporarily, you 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 your accommodation.

26. Conduct on Property

You will not cause or permit noise or nuisance of any kind which, in the opinion of the Principal, may disturb anyone, including your neighbours. If you are requested to discontinue any offensive activity by the Principal, the Landlord or any other person, you 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 made by the Principal. Without limiting the foregoing, you will comply with the provisions of Appendix II.

27. Use of Accommodation

You will use and ensure that your Spouse uses your accommodation solely for residential purposes. No one is permitted to use your accommodation for any illegal purposes. No one is permitted to carry on any business from your accommodation 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 your accommodation and the decision by the Managing Director of Student Housing and Hospitality Services on this matter is final.

28. Additional Appliances

You will not use or install any additional appliances in your accommodation without the written consent of the Landlord. Appliances include, but are not limited to: stoves, stove-tops, hot plates, butane burners, air conditioners, refrigerators, freezers, dishwashers, washing machines or clothes dryers.

The following appliances are permitted:
microwave oven, hot sandwich maker, toaster

oven, Hot Pot Express, electric kettle, coffeemaker, small bar fridge. You are required to be in attendance at all times while preparing food in/on any permitted appliances.

29. Facilities for all Residents

Any lawn, garden, grounds or area connected with or adjoining or adjacent to your accommodation is for the use of all residents of the Residential Property, their guests and authorized visitors, and is not for the sole or exclusive use of any one resident. You will not obstruct or hinder the use of the same by other persons.

30. Obstruction of passageways

You will not obstruct the entry passages, walkways and stairwells, including areas under stairways and emergency exit stairwells, of the Residential Property.

31. Throwing Objects

Throwing, dropping, knocking or ejecting objects from residence buildings, windows, balconies or stairwells, whether intentionally or unintentionally, is prohibited and may result in eviction. For greater clarity, you must not place objects on windowsills close to any windows that open and you must ensure that all objects stored on balconies are secured such that they will not fall or be blown off the balcony.

32. Safety and Security

- a) You will take every precaution to avoid fire hazards in and around your accommodation and will observe all fire safety regulations required by law and those required by the Landlord:
 - i) Safety equipment including sprinklers, smoke detectors, heat sensors, exit signs, fire extinguishers, pull stations, hoses, alarm bells

and any other safety equipment necessary to safeguard residents shall not be handled by the Resident other than in an emergency.

- ii) In compliance with fire safety regulations, no personal belongings (including but not limited to boxes, sports equipment and bicycles) shall be placed in any hallway, corridor, stairwell, area of refuge or similar common area
 - iii) Unattended open flames such as burning candles or incense are not permitted.
- b) You are responsible for taking reasonable precautions to ensure that your accommodation 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.

33. Combustible Materials

You will not at any time bring or keep on your accommodation or the Residential Property any inflammable, combustible or explosive substance. Without limiting the foregoing you will not store kerosene, gasoline, or fireworks in or near your accommodation.

34. Barbecuing and Outdoor Cooking

Cooking outside of your accommodation is only permitted in the designated area(s) authorized by the Principal, using equipment (e.g. barbecue) provided by the College. Where outdoor cooking is permitted, the barbecue or outdoor cooking appliance must be attended at all times.

35. Weapons

You, your Spouse and your guests are not permitted, at any time, to bring onto or keep in your accommodation or the Residential Property, any of the following (each of which is described as a "weapon"):

- any real or replica projectile weapons, including but not limited to real or replica firearms, air guns, cross-bows, sling shots, paint-ball guns and air guns, which includes BB guns; or
- blades including but not limited to swords, bayonets, épées, and blades used in martial arts; and
- any other weapons, whether used for martial arts or other forms of combat training, or otherwise.

Wielding any object in a threatening or aggressive manner may result in eviction and referral to the police.

Where you believe that you have a legitimate reason for possession of a weapon (e.g.: martial arts) you must request an exception from the Principal whose decision on the matter is final. The Principal may, in his or her sole discretion, grant or reject an exemption request. Exemptions will be conditional upon compliance with certain rules regarding the weapon's use and storage while at residence, as described in the exemption. Upon any failure to abide by the conditions of the exemption, the Principal may withdraw the exemption, with immediate effect. In all matters regarding the possession of weapons at residence, the decision of the Principal is final.

- b) Regardless whether an exemption (described above) is granted, you will not and will not permit

your Spouse or guest to at any time operate, use or openly transport a weapon on or about the Residential Property

36. Additional Policies, Laws, Rules and Regulations

You shall and shall ensure that your Spouse shall, in the use and occupation of your accommodation, abide by all applicable federal and provincial laws and regulations, local government bylaws, and applicable College and University rules, regulations, policies and procedures, including, without limitation, those additional policies, rules and regulations attached hereto as Appendix II. The Landlord in consultation with the Principal may, from time to time, create additional policies, rules and regulations to address matters that have arisen subsequent to the execution of this Contract. You agree to observe and comply with and to cause your Spouse to observe and comply with all such additional policies, rules or regulations that are publicly posted by the Landlord, and/or delivered to you at your accommodation, or delivered to the email address that you have provided to the University's [Student Service Centre](#).

37. Smoking and Incense

The term "smoking," as used in this Contract, and in the College and University policies, rules and regulations applicable in respect of your accommodation and the Residential Property (see Section 36 above), 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.

You acknowledge that smoking is not permitted in your accommodation and is not permitted elsewhere in any area of any building on the Residential Property, including without limitation the common kitchens, Study Room, Social Lounge, Dining Hall, St. John's College Office, laundry facilities, and other common areas including building stairwells or walkways or fire exits.

Any smoking on the Residential Property must take place outside buildings a minimum of six (6) meters away from the outermost exterior of all buildings (e.g.: building overhangs, balconies, entrance canopies, et cetera.)

Upon the request of the Principal, you will not burn incense or scent in your accommodation or on the Residential Property. At the request of the Principal, you will remove hookahs, shishas and any other smoking device from your accommodation and the Residential Property.

38. **Overholding**

If you remain in occupation of your accommodation after the Move-Out Date or your eviction date, no new right of occupation is thereby created and the Landlord may, without notice, re-enter and take possession of your accommodation, remove you and all other persons and property and use such force and assistance as the Landlord deems necessary to retake possession of your accommodation. In this situation, any Residence Fee payment(s) processed by you 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 acknowledged by the Principal

of the College and the Managing Director, Student Housing and Hospitality Services. If the Principal and the Managing Director, Student Housing and Hospitality Services expressly grant their approval to your continued occupation of your accommodation and accept payment of Residence Fees for that occupation, then any right of occupation that is thereby created shall be for the period contained in such approval, at the Residence Fees previously payable for your accommodation and subject to the terms of this Contract, as applicable for the occupancy period.

In no case shall any acceptance of Residence Fees for your accommodation after the expiry of the Term result in any right of occupancy greater than a right to occupy your accommodation from month-to-month (meaning, for greater certainty, terminable by you or the Landlord at any time on one month notice), at the Residence Fees previously payable for your accommodation, and not from year-to-year and shall be subject to the terms of this Contract so far as the same are applicable to a right to occupy from month-to-month.

39. **Construction**

There are on-going maintenance, renovation and construction projects taking place in and around the residences. 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.

Residents may be required to temporarily or permanently relocate to facilitate construction or renovations to their residence area. There will be no compensation or reduction to your Residence Fees due to disruption and/or relocation.

40. **Denial of Other University Services**

In addition to any other remedies available to it pursuant to this Contract or at law, the Landlord may, pursuant to [University Policy #67](#), suspend privileges and deny services if any Fees owing pursuant to this Contract remain unpaid by you either during the term of this Contract or after its termination or conclusion for any reason.

41. **Remedies**

The remedies of the Landlord specified in this Contract 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 Contract, the Landlord will be entitled to restrain by injunction any violation or attempted or threatened violation by you of any of the covenants or agreements hereof.

42. **Landlord's Performance**

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

To the extent that the Landlord is unable to fulfil, or is delayed or restricted in fulfilling, its obligations under this Contract by any cause beyond its control, the Landlord shall be relieved

from the fulfilment of its obligations during that period and you shall not be entitled to any reduction in fees or 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 Contract due to: a strike by its employees; a lock-out of employees by the University; or any other form of job action or labour unrest; acts of God; fires; floods; earthquakes; intervention by civilian or military authorities; acts of war; acts of terrorism; public health emergencies, whether localized, national or international; unusually destructive or disruptive storms; or new or amended federal, provincial or local government laws, regulations, bylaws or policies.

43. **Application of Residential Tenancy Act**

You acknowledge that, as is expressly stated in the *Residential Tenancy Act* of British Columbia, the *Residential Tenancy Act* of British Columbia does not apply to this Contract or you and your Spouse's occupation of your accommodation.

44. **Protection of Privacy**

Personal information about you in the possession of the University will not be released to persons outside the College's and the University's administration, including family members or friends, without your written consent, unless permitted or required by law.

45. **Time is of the Essence**

Time is of the essence in this Contract.

46. **No Waiver**

No failure, refusal or neglect on the part of the Landlord to exercise any right under this Contract

or to insist upon full compliance by any other party with its obligations under this Contract will constitute a waiver of any provision of this Contract.

47. **Modification**

Changes may not be made to the terms of this Contract without the written permission of the Managing Director, Student Housing and Hospitality Services, or his or her designate. During the term of the Contract, the Landlord may unilaterally change or delete any provision of this Contract or add provisions to this Contract (each, a "change") by sending you an email notification to the last email address you have provided to the University through the University's Student Service Centre or otherwise to the College, or if no valid email address is provided, by written notification delivered to your accommodation. Changes will be effective and binding upon you 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.

48. **Headings**

The headings appearing in this Contract 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 Contract.

49. **Extended Meanings**

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

50. **Notice**

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

- a) may be given to the Landlord by delivery of the notice to the Student Housing and Hospitality Services main office during hours that the office is open for business, or by email to yearround@housing.ubc.ca.
- b) may be given to you by leaving a notice at your accommodation or by sending an email at the last e-mail address registered by you with the University's Student Information System (for students) or via the Online Service Centre at secure.housing.ubc.ca (for faculty/staff/non-student).

Notices given by delivery in accordance with this Contract to the Landlord's Office or your accommodation will be deemed to have been received on the date of the delivery. Nothing in this section prohibits the delivery of notices to you by other means.

It is your responsibility to keep your email contact information current with the University's Student Information System (student) or with the Online Service Centre at secure.housing.ubc.ca (faculty/staff/non-student).

APPENDIX I

Useful Contact Information

If you have questions regarding St. John's College membership, meal plan, residence assignments, services, facilities, contact:

St. John's College
2111 Lower Mall
Vancouver, BC V6T 1Z4

Website: www.stjohns.ubc.ca

Email: sjc.membership@ubc.ca

Phone: 604.822.8790

Fax: 604.822.8885

If you have questions regarding St. John's College residence contract, residence assignments, rates and payments contact:

Student Housing and Hospitality Services
2205 Lower Mall
Vancouver, BC V6T 1Z4

Website: www.housing.ubc.ca

Email: yearround@housing.ubc.ca

Phone: 604.822.2812

Fax: 604.822.6935

APPENDIX II

Additional College policies, rules and regulations

Membership

St. John's College offers Residential Membership to graduate students, post-doctoral fellows and visiting scholars and students. The College agrees to provide an environment that is beneficial toward graduate studies, intercultural, intellectual and social exchange, and a quiet enjoyment of privacy. The Resident agrees to contribute to creating such an environment and fulfill his or her obligations responsibly.

Aside from taking up residence at St. John's, residential membership entails active involvement in the social and academic aspects of College life. Involvement takes the form of participation on various social and academic committees, and attendance at functions and lectures sponsored by or otherwise linked with the College. All Junior Fellows (residents) must understand that by accepting residential membership at St. John's College they also commit to being fully involved and engaged in community life—social, academic, and administrative.

Respectful Environment

As a part of a multicultural community it is essential for every resident of St. John's College to promote and maintain an atmosphere of respect for all residents. It is important to be aware of and sensitive to cultural and personal differences. Discrimination or harassment of any sort is not tolerated within a community such as St. John's, whose residents are continuously in close contact. (St. John's College Life Committee, September 2010)

Visitors

Persons under 19 years of age are not permitted to visit overnight at the College.

Noise

The Resident shall not make excessive noise which may be heard outside his or her unit or outside the College, or disturb another Resident. Though the College does not have a formal "quiet hours" policy, residents are obligated to give every consideration to their neighbours in relation to noise levels. This entails being conscious of and minimizing noise at all times in all areas of the College at all hours of the day and night.

Dining and Meal Preparation

- i) The Resident shall not remove any dishes, cutlery or glasses from the Dining Hall or common kitchens. Residents will supply their own dishes and cutlery for use in the common kitchens.
- ii) The Resident must be in attendance at all times while preparing food in/on any cooking appliances including, but not limited to, microwaves, toasters, stoves, et cetera in the common kitchens.
- iii) Residents using the common kitchen facilities are required to clean up after themselves (e.g.: wash used dishes, pots, pans, and wipe counters, appliances, et cetera) before leaving the kitchen.

Conflict Resolution

Community living is tremendously rewarding as it involves learning about what it takes to live in harmony with others from diverse backgrounds and experiences and who come with diverse world views. St. John's College residents must commit to showing respect for the rights, views and dignity of every other person in the community.

You acknowledge that you are required to have read the College's policies, rules and regulations, and the additional regulations set out in this Contract (including this Appendix) (collectively, the "College's Policies"), as they may be amended from time to time.

Should issues arise between residents, the College encourages discussion between those involved in order to arrive jointly at a mutually agreeable solution. Should such discussions between the directly affected residents prove unsuccessful, the Principal will facilitate a conflict resolution process which may involve individual and joint meetings with the affected residents, and will determine the most appropriate resolution.

When an alleged violation of the College's Policies is brought to the attention of the Principal, the Principal is responsible for ensuring that an investigation is conducted, and for deciding, where necessary, upon the appropriate consequences.

If you are found in violation of a College Policy, the Principal, in his or her sole discretion and depending on the severity of the violation, may issue a warning, restrict rights and privileges, require certain terms and conditions be complied with, or, in appropriate circumstances (e.g. repeat or multiple violations, or you pose a threat to yourself or others, or to College or University property), revoke your membership with the College—which shall allow the Landlord to terminate this Contract, evict you from your accommodation and take other reasonable measures to ensure the safety and security of persons and property.

Your failure to comply with the Principal's requirements is, itself, a violation of the College's Policies, and may result in further action by the Principal.

You may appeal measures taken by the Principal to enforce College Policies in accordance with the procedures outlined by the College in its Appeal brochure, as it may be amended from time to time.

In addition to being investigated and acted upon by the Principal, incidents may be:

- referred to the University's Equity office, and/or
- investigated under the University's discipline procedures, and/or
- investigated under any other applicable policy of the University, and/or referred to the police or other law enforcement agency.

APPENDIX III

Absence from the College for Academic Reasons

If you are required to temporarily live elsewhere in order to pursue an academic opportunity (for example, fieldwork, internships, visits to archives, short-term academic exchange), and you wish the Landlord to grant Residence-Fee relief for the period of your absence; you must apply to the Principal in writing, providing such information and particulars as the Principal may require. You acknowledge that the decision to grant Residence-Fee relief is based on several factors, which are set out in the College's policy "Absence for Academic Reasons" and is, ultimately, in the sole discretion of the Principal, who's decision is final and binding. You also acknowledge that Residence-Fee relief, if granted, may be granted on terms and conditions. For more information, please refer to the College's policy "Absence for Academic Reasons."

If your request for Residence-Fee relief is not granted, you may continue with the Contract, paying Residence Fees as required hereunder and the Contract shall continue in force,

APPENDIX IV

Residence Fees* and Payment Schedule

ST. JOHN'S COLLEGE (fee includes ResNet, utilities and basic cablevision)				
UNIT TYPE	YEAR ROUND ¹	DEPOSIT DUE	PAYMENTS	FINAL PAYMENT
	SEPTEMBER–AUGUST	ON ACCEPTANCE	FIRST OF EACH MONTH SEPTEMBER 2011 TO JUNE 2012	JULY 1, 2012
UBC student or post-doctoral fellow				
Single room	\$8,265.03	\$800.00	\$703.89	\$426.13
One bedroom	\$10,809.98	\$1,050.00	\$920.63	\$553.68
Large single	\$8,730.95	\$800.00	\$743.57	\$495.25
Visiting student				
Single room	\$9,917.00	\$800.00	\$844.58	\$671.20
One bedroom	\$12,972.02	\$1,050.00	\$1,104.76	\$854.42
Large single	\$10,476.98	\$800.00	\$892.27	\$754.28
Faculty				
Single room	\$11,994.97	\$800.00	\$1,021.55	\$979.47
One bedroom	\$15,675.01	\$1,050.00	\$1,334.96	\$1,275.41
Large single	\$12,660.04	\$800.00	\$1,078.19	\$1,078.14

* All residence fees are subject to approval by UBC's Board of Governors.

¹ 12-month contract September 1, 2011 to August 24, 2012