

# Acadia Park Residential Agreement

This agreement between:

**The University of British Columbia**  
(Hereinafter “the **Landlord**”)

and

«**First\_Name**» «**Last\_Name**»  
(Hereinafter “the **Tenant**”)

The address of the place being rented to the Tenant (hereinafter the “**Residential Premises**”) is:

**ADDRESS of UNIT**

The contract person and address for service and the telephone number of the Landlord is:

The Department of Housing and  
Conferences  
University of British Columbia  
1874 East Mall, Brock Hall  
Vancouver, B.C., V6T 1Z1  
Phone (604) 822-4411

(Hereinafter the “**Landlord’s Office**”)

## 1. Residential Property

In this agreement “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 forgoing, the Commonsblock.

## 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 (the “Term”) of # **of months** commencing on **START DATE** and ending on **END DATE** (hereinafter the “Termination Date”).

At the expiration or sooner determination of the Term, the Tenant shall vacate and surrender the Residential Premises to the Landlord in the condition in which it was required to be kept pursuant to this agreement.

## 3. Rent:

### a) Payment of the Rent:

The Tenant agrees and covenants with the Landlord to pay rent, at the Landlord’s Office, without deduction, abatement or set off whatsoever, in the amount of **\$RENT** (the “Rent”) on the **DAY OF MONTH** day of each and every month during the Term.

In this agreement Rent also includes all monies payable to the Landlord, including, without limitation, all interest, costs and penalties hereunder or as a result of any breach of this agreement by the Tenant, whether or not such sums are referred to as Rent.

Rent paid by someone other than the Tenant is deemed to be Rent paid on behalf of the Tenant.

The Tenant will pay a fee of \$25.00 for any late payment of Rent the Landlord accepts.

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

The following items are included in the 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:

a) The Tenant has paid a security deposit of **AMOUNT** on **DATE** which amount shall not exceed one half of one month’s Rent. The Landlord may, at its sole discretion, apply this amount to any Rent, fee, charge or indebtedness of the Tenant to the Landlord arising from this

agreement or the Tenant's occupancy of the Residential Premises. Upon termination of this agreement the security deposit shall be returned to the Tenant within 30 days of the Tenant's departure less any deductions made by the Landlord.

## 5. Breach or Nonperformance

If at any time:

(a) the Tenant does not make any payment of Rent within 15 days when it is due and payable, or

(b) the Tenant or any other occupant of the Residential Premises breaches or fails to observe or perform any other covenant, agreement or obligation in this agreement,

then the Landlord, in addition to any other available remedies, may at its option immediately re-enter and take possession of the entire Residential Premises by force if necessary without previous notice, remove all persons and property and use such force and assistance as the Landlord deems advisable to recover possession of the Residential Premises. No re-entry by the Landlord shall operate as a waiver or satisfaction, in whole or in part, of any right, claim or demand of the Landlord arising out of, or connected with, any breach, non-observance or non-performance of any covenant or agreement on the part of the Tenant. In the event the Landlord exercises its option to re-enter and take possession of the Residential Premises the Tenant shall remain liable under this agreement for any outstanding Rent.

## 6. Occupants

The Tenant acknowledges that the following persons will be the only occupants of the Residential Premises:

«First\_Name» «Last\_Name»

«M\_1st\_Occupant»

The Tenant agrees that no other persons shall reside in the Residential Premises without the prior written consent of the Landlord. The Tenant agrees to advise the Landlord in writing within ten days of any of the above persons ceasing to reside in the Residential Premises.

The Tenant shall be responsible for the behaviour of the occupants of the Residential Premises and any behaviour by an occupant that breaches a term of this agreement shall be deemed to be a breach of the agreement by the Tenant. Without limiting the forgoing, the Tenant shall be responsible for the actions of his or her children while on the Residential Premises or Residential Property.

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

## 7. Eligibility

(a) In this agreement:

"Family" shall mean a couple lawfully married with or without a Child, or two persons in a conjugal relationship with or without a Child, or a single Parent with a Child, or a pregnant person.

"Child" is a person who has not yet attained his or her 19<sup>th</sup> birthday who resides full time in the Residential Premises for at least 10 months of any calendar year.

"Parent" is a Child's biological parent, legally adopted parent, or court appointed guardian who has custody of a Child.

b) Residency in the Residential Premises is restricted to students of the University of British Columbia and their Family. It is a fundamental condition of this agreement that:

i) the Tenant be and remain registered as a full-time student in a degree granting program at the University of British Columbia. Undergraduate students must be registered for at least 24 credits in the Winter Session (September-April) and Graduate students must have full-time status confirmed by the Landlord.

ii) the Tenant be and remain living with their Family in the Residential Premises.

iii) all other occupants of the Residential Premises be and remain members of the Tenant's Family.

c) The Tenant shall provide to the Landlord, within 10 days of a written request, evidence satisfactory to the Landlord that

all persons who occupy the Residential Premises meet the occupancy requirements of this agreement.

- d) Should the Tenant, by a change in their status as a student, Parent, or member of a Family, no longer be eligible for residency in the Residential Premises, (for example, separation from a spouse, loss of custody of children) they shall within 30 days of such change give the Landlord vacant possession of 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 will sign an agreement with the Tenant to end this tenancy on a date prior to the Termination Date provided that all of the following conditions are met:

- a) The Tenant must provide 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 must deliver the notice form to the Landlord no later than the last business day in June.)
- b) The proposed end date must be on the last day of a calendar month.
- c) Notification to the Landlord must be submitted to the Brock Hall Office on the form provided by the Landlord for such purpose. This form will be available at the Landlord's Office during regular business hours (8:30am – 4:00pm). The form must be fully completed and signed by the Tenant.
- d) The Tenant must not be in arrears with respect to the payment of Rent or owe any other monies to the Landlord in relation to their occupation of the Residential Premises.
- e) The agreement will be prepared by and be in form acceptable to the Landlord and must be signed by the Landlord before becoming effective.

### **9. Guests**

The Tenant is responsible for the behaviour of all guests in the Residential Premises and any behaviour by an guest that breaches a term of this agreement shall be deemed to be a breach of the agreement by the Tenant.

No guest, or series of guests, may stay at the Residential Premises for more than 7 nights in any 30 day period without the prior written consent of the Landlord.

### **10. Vacating**

The Tenant must provide vacant possession of the Residential Premises, follow all check-out procedures, and return all keys to the Residential Premises, no later than 12:00 p.m. (Noon) of the Termination Date unless prior written authorization to do otherwise has been received from the Landlord.

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

### **11. Abandoned Premises**

The Landlord and Tenant agree that the Residential Premises may be deemed to be abandoned when the Tenant's personal property is substantially removed and the Rent is unpaid after the date that it is due notwithstanding that the Landlord retains the Tenant's deposit.

b) The Landlord and the Tenant agree that if the Residential Premises is abandoned the Landlord may re-enter the Residential Premises and, in addition to any additional rights the Landlord may have, the Landlord may re-rent the Rented Premises. In that event, re-entry may be made without notice to the Tenant and without liability for damage or prosecution.

c) The Tenant acknowledges that in the case of abandonment, the Landlord will remove and

dispose of the Tenant's personal property. The Tenant agrees that the Landlord shall be under no obligation to store the belongings of the Tenant and attempt to sell them or otherwise recover their value.

## **12. Condition of Unit**

The Tenant must maintain ordinary health, cleanliness and sanitary standards throughout the Residential Premises. Without limiting the forgoing the Tenant shall not allow conditions to exist that encourage the infestation or propagation of insects, rodents or other vermin. 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 or guests of the Tenant. The Tenant is not responsible for reasonable wear and tear to the Residential Premises.

Within seven days of taking possession of the Residential Premises the Tenant must complete a "Condition Report" form provided by the Landlord 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 Condition Report shall 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 Condition Report as required the Tenant agrees to 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 forgoing the Tenant shall not cause spikes, hooks, screws or nails to be put into walls or woodwork of the interior or the exterior of the Residential Premises so as to damage the premises. Examples include the attachment or installation of bookcases, shelving, hanging planters, security alarm systems, hose racks, and satellite dishes. The Tenant 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 shall pay to the Landlord the Landlord's cost, using the Landlord's workforce, of rectifying any damage the Tenant causes to the Residential Premises.

## **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, or when the Landlord has reasonable belief that the Tenant is in breach of this agreement.

b) Subject to section 17, the Landlord shall provide 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.

## **15. Locks**

No additional locks shall be placed upon any door of the premises nor shall the locks be altered without the written consent of the Landlord. The Tenant agrees to pay the Landlord a fee for any lock changes and additional keys required by the Tenant.

## **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 other person living in the Residential Premises is at the Residential Premises at that time.

## **18. Liability**

The Landlord is not responsible in any way for the death, or personal injury, suffered by the Tenant or other occupants of the Residential Premises, their guests, invitees, or any other persons who may be in or about the Residential Premises or Residential Property however this may occur.

The Landlord is not responsible for property belonging to the Tenant which may be lost, stolen or damaged in any way wherever and however

this may occur on the Residential Property or Residential Premises.

The Landlord does not carry insurance for the benefit of the Tenant and the Tenant is strongly encouraged to obtain renter's insurance.

## **19. Utilities**

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

## **20. Parking**

The Tenant may only park in the parking space assigned to the Tenant. The Tenant, other occupants of the Residential Premises, and/or their guests shall not park in any unauthorized areas and any vehicles parked in unauthorized areas may be towed by the Landlord at the vehicle owner's expense.

The Tenant must purchase a Residence Parking Decal from the Commonsblock Front Desk prior to parking their vehicle. 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.

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

Any vehicle kept or stored on the Landlord's property, including the contents thereof, shall be kept there entirely at the risk of the Tenant and/or its owner(s). The Landlord assumes no responsibility for loss or damage through fire, theft, collision or otherwise, to the vehicle or contents.

**The provisions of this agreement relating to the parking of vehicles are in addition to, and not in substitution of, the campus wide parking regulations of the Landlord enforced**

**by the Landlord's Department of Parking and Access Control Services.**

## **21. Request to Assign or Sublet**

The Tenant may not assign this agreement or sub-let the Residential Premises without the prior written consent of the Landlord, which consent may be unreasonably withheld. If the Landlord consents to the request, the Tenant will remain fully responsible for the actions of the sublessee or assignee.

## **22. Pets**

Fish in an aquarium, caged birds, and caged gerbils may be kept in the Residential Premises provided always that they are kept in such a manner so as not to cause damage to the Residential Premises or create a nuisance to other tenants or to the Landlord's staff or operations. No other pets are permitted on the Residential Premises.

For greater certainty, the Tenant shall not permit guests to bring animals in or near the Residential Premises.

If the Tenant or occupant requires a guide dog due to a documented physical disability, one guide dog may be allowed on the Residential Premises provided that the guide dog is kept in such a manner so as not to cause a disturbance or create a nuisance to other tenants or to the Landlord's staff.

## **23. Conduct on Property**

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

## **24. Use of Premises**

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

## **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, stoves, air conditioners, refrigerators, freezers, dishwashers, washing machines or clothes dryers.

## **26. Facilities for all Tenants**

Any yard passage, alley, playground, or area connected with or adjoining or adjacent to the Residential Premises is for use of all occupants of the Landlord's property and not for the sole or exclusive use of the Tenant and the Tenant will not obstruct or hinder the use of the same by other persons.

## **27. Obstruction of passageways**

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

## **28. Throwing Objects**

Nothing shall be thrown 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 Regulations**

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.

## **30. Combustible Materials**

The Tenant shall not at any time bring or keep on the Residential Premises or Residential Property any inflammable, combustible or explosive substance. Without limiting the foregoing the Tenant shall not store kerosene, gasoline, or fireworks in or near the Residential Premises. Notwithstanding the above, propane or other combustible gas fuel for barbecues may be stored in legally certified containers on the ground floor patio of the Residential Premises if barbecuing is permitted in the Residential Premises as outlined below.

## **31. Barbecues**

Barbecuing is not permitted on the balconies of Acadia Highrise or the balconies of townhouses. If the Residential Premises is a townhouse, barbecuing is permitted provided the barbecue is located on the ground floor patio and is attended at all times it is being operated.

## **32. Weapons**

a) The Tenant shall not at any time bring or keep on the Residential Premises or Residential Property

- i) any projectile weapons, including but not limited to such as firearms, air guns, cross-bows, sling shots
- ii) blades over 12" long including but not limited to swords, bayonets, epee's, martial arts weapons

unless the Tenant is legally entitled to possess them and store them on the Residential Premises.

b) The Tenant shall not at any time operate, use or openly transport on or about the Residential Property or on a patio or balcony on the Residential Premises:

- i) any projectile weapons, such as firearms, air guns, crossbows, sling shots
- ii) blades over 12" long such as swords, bayonets, epee's, martial arts weapons

## **33. Rules and Regulations**

The Tenant agrees to observe and comply with and cause the occupants of the Residential Premises to observe and comply with any rules or regulations posted by the Landlord and/or delivered to the Tenant at the Residential Premises.

## **34. Smoking and Incense**

The Tenant agrees that smoking is not permitted in the Residential Premises if the Residential Premises is located in the Acadia Park Highrise.

Smoking is permitted in the Residential Premises if it is not located in Acadia Park Highrise.

Other than in permitted Residential Premises, 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 or lobbies. Smoking outside buildings must take place far enough away from building doors and windows so that those inside are not affected.

Upon the request of the Landlord the Tenant shall 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 if the Tenant remains in occupation of the Residential Premises and the Landlord accepts rent after the expiration of the Term, any new tenancy thereby created shall be a tenancy from month to month, at the rent previously payable for the Residential Premises and not a tenancy from year to year and shall be subject to the terms of this agreement so far as the same are applicable to a tenancy from month to month.

### **36. Construction**

**The Tenant acknowledges that he or she is aware that on-going maintenance, renovation and construction projects will take place in and around the Residential Premises and Residential Property. This work typically takes place during regular business hours, but may begin earlier or extend into evenings or weekends. Prudent construction practices will be followed, however the work may at times be noisy, dusty, and disruptive. The Tenant agrees that there will be no compensation or reduction Rent due to this disruption.**

### **37. 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 shall 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 shall be entitled to restrain by injunction any violation or attempted or threatened violation by the Tenant of any of the covenants or agreements hereof.

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

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

### **39. Time is of the Essence**

Time is of the essence in this agreement.

### **40. 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 the any other party with its obligations under this agreement will constitute a waiver of any provision of this agreement.

### **41. Modification**

Modification to this agreement may only be made by an agreement in writing between the Tenant and the Director of the Department of Housing and Conferences of the Landlord.

### **42. 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.

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

Signed by the Landlord this \_\_\_\_\_ day of \_\_\_\_\_, 2004

Signed by the Tenant this \_\_\_\_\_ day of \_\_\_\_\_, 2004

\_\_\_\_\_  
«First\_Name» «Last\_Name»

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
«First\_Name» «Last\_Name»

*Revised March 18, 2004*