



Family Housing Agreement 2011-2012

The University of Victoria (the "University", "UVic" or "Residence Services") and the Student named below agree to the following terms and conditions for the occupancy by the Student of the Premises for the Term.

PREMISES

Premises: XXXXXX Lam Circle, Victoria BC V8N 6K8

Start of Tenancy: XXXXXXXX

TERM

Term: This Agreement is in effect for one year, from September 1, 2011 to August 31, 2012 (the "Term").

Renewal: If the Student has not breached this Agreement during the Term, and subject to the Maximum Tenancy provision below, the University will offer the Student the opportunity to renew this Agreement for a further term of one year, provided that the University may in its sole discretion amend the terms and conditions of the agreement including the rent payable. The University will convey its offer to renew by e-mailing to the Student at the e-mail address provided by the Student, a new agreement containing the terms and conditions on which the University is prepared to renew prior to June 30, 2011. The Student may accept such offer by signing such agreement and returning it to the University at its Residence Services Office on or prior to July 15, 2011. If the Student fails to return the signed agreement to the University by July 15, 2011 the University's offer to renew shall lapse and be void.

Maximum Tenancy: If the Student has not has not breached the terms and conditions in this Agreement during the initial Term or any Renewal Term, the Student may renew this Agreement for up to four renewal Terms in accordance with the terms of the above renewal provision. Student agrees that the maximum tenancy period in the University's Family Housing Complex ("Family Housing") is five years. **Your maximum tenancy will not extend past XXXX. Requests for extension of this tenancy period will not be accepted. For purposes of calculating the maximum tenancy period, all periods of time that the Student has resided in Family Housing will be taken in to account, including periods when the Student was not a student of the University and was residing in Family Housing as a member of a family (as defined below) of another student.**

OCCUPANTS

PLEASE PRINT the name(s) of all persons that will occupy the premises.

Student First Name Student Last Name

Student UVic ID

Partner/Spouse First Name Partner/Spouse Name

Child 1 First Name Child 1 Last Name

Child 2 First Name Child 2 Last Name

Child 3 First Name Child 3 Last Name

Occupants: The Student agrees that the above person(s) ("Occupants") shall be the only permanent occupants of the Premises during the Term unless UVic agrees in writing to other persons becoming occupants. Written approval of UVic must also be obtained for guests residing in the unit for a period greater than 14 days.

Eligibility: In order to be eligible to reside in UVic Family Housing Student must fulfill the following eligibility requirements :

(a) undergraduate students must complete a minimum 9 units per academic year (September 1 – August 31) and Graduate students must have full-time status confirmed by the Faculty of Graduate Studies; and

(b) Family Housing is available to families with or without children. A family shall mean a single parent living with his or her children, a lawfully married couple, a couple who have lived together in a provable, enduring continuous relationship for a period of not less than one year or a couple with their children, whether natural, lawfully adopted or of whom they are legal guardians.

Student represents and agrees that he or she meets the above eligibility requirements.

Maximum Number of Occupants The Student agrees that the number of Occupants of the Premises shall not exceed the maximum number of Occupants.

The maximum number of occupants per unit cannot exceed:

One bedroom apartment: a) Two adults OR b) One or two adults with a child under the age of two.

Two bedroom apartment: a) One or two adults with one or two children.

Two bedroom townhouse: a) One or two adults with one or two children.

Three bedroom townhouse: a) One or two adults with two or three children.

RENT

Rent: The Student shall pay rent in the amount and manner provided for in this Agreement. The monthly rent for the Premises is **\$XXXX** per month. Rent is payable in advance, on, or before the first day of each month. Payment may be in the form of internet or telephone banking, personalized cheque, money order, debit card or cash. Credit Cards are not an acceptable form of payment.

Deposit: The Student shall pay a security deposit of \$500.00 prior to moving in (the "Deposit"). The University may, in its sole discretion, apply the Deposit to rent or any other amounts owing under this Agreement, including charges for repairing damage, cleaning or lock changes. The Deposit will be refunded within 30 days of a Student's move out date less any deductions made by the University.

Rent Increase: The rental rates for Family Housing are approved annually by the University's Board of Governors. New rates are effective yearly on September 1st.

Arrears: A \$25.00 service charge will be applied for each late payment or NSF cheque.

Lost Keys: If Student loses any of the keys that are issued at check in, or that are ordered during the Term, Residence Services is required to change the locks, and Student shall pay lock change fees as follows:

a) Exterior Key (Apartments only) \$25.00

b) Unit Key (Lock change required) \$175.00

c) Mailbox Key (Lock change required) \$100.00

Utilities: Student is responsible for all utility connections and payments, including electricity, telephone, cablevision and data connection.

Outstanding Amounts: Any outstanding balance remaining on a Student's residence account after vacating will be transferred to the Student's general University account, which may result in, the withholding of transcripts, action to collect such outstanding amounts, and such other actions as the University may be legally entitled to take.

USE

Use of Premises The Premises shall be used exclusively as a private residence and not for any illegal, unlawful, commercial or business purpose. No public meeting shall be held in or about the Premises. No trade, business, professional, political or any other sign or notice shall be exhibited on or about the premises;

the Premises shall not be listed, advertised or used in any way as a business or commercial address by the Student.

Conduct: Student, Occupants and Student's guests shall not disturb, harass or annoy other occupants of University Family Housing, and shall not cause loud conversation, music, television, or other irritating noise to disturb peaceful enjoyment of Family Housing at any time; in particular between the hours of 9:00 p.m. to 8:00 a.m. The Student or any guest or persons allowed on the Premises by the Student shall not obstruct, abuse, loiter in or use for games, any building common areas including, the building hallways, laundry rooms, stairwells, elevators, lobby or driveways.

Security: The Student agrees to keep all doors to common areas, lobbies and laundry rooms closed and locked at all times. No lock or security device shall be changed, altered or added and no extra keys shall be made for any lock to the Premises, except with the written consent of the University. Any chain lock or security device added becomes the property of the University, and must remain in place.

Regulations: The Student agrees that other regulations which the University may post on or about the Premises, or give notice of in writing, from time to time, shall be deemed to form part of this Agreement and are binding upon the Student on the date specified in the notification.

Pets: The Student shall not keep or allow to be kept any animals or pets, domestic or wild, fur bearing or otherwise, unless specifically permitted in writing by the University. The Student may keep a guide animal (as defined in the Guide Animal Act of British Columbia) at the Premises if the Student supplies to the University documentation acceptable to the University which shows that the guide animal is certified as a guide animal and the Student or an Occupant of the Premises due to a documented disability.

Initials

Laundry: The laundry equipment provided shall only be used at times posted in the laundry room, or as otherwise directed by the University, and the use of such equipment shall be at the risk of the Student.

Smoking: In accordance with University of Victoria policy, smoking is prohibited in Family Housing. This prohibition includes smoking within 10 meters of buildings and structures, including outdoor patios, stadium areas, bus stops, fountains and bike shelters. This also includes the green space between apartment complexes and townhouse units.

Parking: All vehicles parked in the Family Housing area must display a valid parking permit during the times when user-pay parking is in effect. Students may purchase parking permit(s) and receive their designated parking spot directly from Campus Security Services. Vehicles must be operative, currently licensed and insured, and shall not be subject to oil leaks. No vehicle repairs of any kind shall be performed on or about the Family Housing area.

Storage: All property stored or placed in or about the premises shall be at the sole risk of the Student as to loss or damage from any cause whatsoever. Bicycles are to be stored at the owner's risk in designated areas only. Bicycles shall not be stored in the living area of the unit, on balconies or in hallways, nor transported through lobbies, hallways or elevators.

REPAIR

Inspection

Move In/Out: The Student shall inspect the Premises upon move in and move out with a representative of Residence Services. The jointly completed Condition Report shall form the basis for assessment of the Premises, and the determination of repair charges due from Student, when vacating.

Cleanliness: Student shall keep and maintain ordinary cleanliness and sanitary standards in the Premises throughout the Term.

Entry: The Student shall, upon receiving 24 hours prior notice from Residence Services, permit Residence Services to enter the Premises for the purpose of inspecting the condition of the Premises and the Universities' property therein. The Student agrees that no notice is required in the event of an emergency or in order to comply with health, safety and housing standards required by law.

Damage: The Student agrees that any damage whatsoever done by the Student, an Occupant, or guest of the Student, either to the Premises or any portion of the Family Housing or common areas, parking areas,

equipment or furnishings, shall be the responsibility of the Student, and the Student agrees to pay for the cost of repairing any such damage. The responsibility rests with the Student regardless of whether the damage was done by the Student, an Occupant or any guest or persons allowed on the Premises by the Student. This includes damage occurring when the Student or a service organization employed by the Student moves in or out of the premises, when there is an overflow or blockage of baths, faucets, refrigerators, basins, lavatories etc., or when an attempt is made to regain entrance to the Premises. This damage includes any key work necessary by the event of the Student being locked out.

Repairs: The Student shall promptly report to the University, any damage, unsafe condition or fault or deficiency in services, including but not limited to, leaking water, lavatories, heating valves, thermostats, stove elements, refrigerators and other items and services supplied with the Premises. The Student shall replace and pay for any burnt-out light bulbs in the Premises and leave all such working replacements when vacating. The University shall not be held liable for the cost of discomfort or inconvenience to the Student during any adjustments or repairs to the Premises.

Alterations: No alterations or replacement of any kind shall be made by the Student to the structure, equipment or furnishings of the premises. No wallpaper, nails, screws, hooks, tacks, or adhesive materials (such as scotch tape) shall be used on the walls or woodwork. Only University approved picture hanging hooks (3M Command Adhesive products) may be used. Students will be held liable for any costs associated with damage to walls or woodwork of the interior or exterior of the Premises. No painting shall be done by the Student. Drapes, appliances, furnishings and related items shall be kept clean and in good repair and shall not be removed from the Premises without first obtaining the University's permission in writing. Alternative drapes, curtains or other window treatments (flags etc.) are not permitted.

Waste: It is the responsibility of the Student to move waste from the unit to the designated receptacles at Family Housing. No garbage, rubbish or boxes shall be placed or left in common areas such as corridors, stairs, laundry rooms, parking areas etc. All garbage must be drained, well wrapped and tied before being placed in designated receptacles. Spillage shall be cleaned up immediately by the person responsible.

Recycling: Recycling is the responsibility of everyone in Family Housing, and the Student agrees to do everything possible to meet the recycling goals of the University.

Outside: Rugs, mops, rags or dusters shall not be shaken out of windows, doors or in common areas of the premises. Nothing shall be thrown from, placed on or hung outside the windows or balconies. Flower boxes and other articles shall not be placed on the balcony rails or window ledges.

Grounds: The Student will not alter or cut the landscaping (shrubs, plants, bushes, trees, hedges, flowers, etc.) planted by the University except as authorized in writing by Residence Services. The Student will pay to Residence Services the University's cost, using the University's workforce, of rectifying any damage the Student causes to the Premises or the Family Housing, including the grounds.

LIABILITY

Liability: The University is not responsible for property belonging to the Student, Occupants or any of the Student's guests which is lost, stolen or damaged in any way, regardless of cause, wherever or not this may occur on the Premises, Family Housing and storage facilities. The University is not responsible for any injury, death, damage or loss whatsoever caused to the Student, Occupants or any of the Student's guests while in or about the Premises, Family Housing 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 Student, Occupants or any of the Student's guests due to:

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

Student agrees that he or she will not do, or permit to be done, any act or thing which may render void or voidable any insurance policy of the University. Student agrees to indemnify and save harmless the University from and against any expense, loss or damage suffered by the University by reason of your breach or non-performance of any term of this Agreement.

Insurance: The University carries insurance for its own benefit. The University does not provide the Student with general insurance, liability insurance or property insurance for Student or Occupant's personal belongings. It is recommended that the Student arrange for insurance for the Student and Occupants' personal effects in the Premises, Family Housing, storage rooms covered by private insurance. The University strongly advises the Student 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..

Hazards: In the event of a fire, or water or gas escape, or any other emergency starting in the Student's premises, the Student shall report it without delay to the appropriate emergency service. The Student shall immediately warn any occupants of the building threatened by any hazard. Unless the University is proven at fault or the occurrence is an event of force majeure, the Student shall be liable to pay for any costs arising from any hazard or threat to safety, including any fire starting in the Student's premises, or resulting from the conduct or action of the Student or their guests. In the event of a fire, all Students, and Occupants, must evacuate from the building when the fire alarm is ringing.

The Student shall not, at any time, bring or keep on the premises any flammable, combustible or explosive fluid or chemical substances. Barbecues shall not be used in or on the balconies of the Family Housing.

No Sublet: Only the Student and the Occupant(s), listed on this agreement, may occupy the Premises. This Agreement cannot be assigned, sublet, lent to or otherwise shared with another person. For greater certainty, the Student is not permitted to rent out all or any part of the 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 Residence Services' option, result in the eviction of both Student and Occupant(s) (if any) and the person(s) occupying or sharing the Premises. The Student shall not permit or allow visitors onto the premises for more than two weeks in any calendar year without first obtaining the University's permission.

END OF TERM

Termination: If the Student fails to:

- (a) pay rent within 5 days of when it is due and; or
- (b) observe or perform any of the covenants or agreements contained in this Agreement to be observed or performed by the Student within 15 days after receiving written notice from the University that she or he is in breach of a covenant or agreement and requesting that the breach be cured,

the University, in addition to any other right or remedy it may have, will have the right without notice or resort to legal process, to re-enter and take possession of the Premises, remove all persons and property therein and use such force and assistance as the University deems necessary to recover possession of the Premises. Any property removed from the Premises may be stored in a public warehouse or elsewhere at the Student's expense. No re-entry by the University operates as a waiver or satisfaction, of any right, or claim of the University arising out of, or connected with, any non-observance or non-performance of any covenant or agreement of the Student. If the University exercises its option to re-enter and take possession of the Premises, the Student remains liable under this Agreement for all amounts due and payable to the University, including outstanding rent, damages, costs or other amounts owing under this Agreement.

Notice of Termination If notice of termination is given by the Student, such notice shall be in writing and shall be given by 12:00 noon on or before the last day of a calendar month, to take effect on the last day of an ensuing calendar month. The tenancy shall end at 12:00 noon on the day of termination. Once notice of termination is given, the Student agrees to allow the Premises to be shown to any and all prospective Students at all reasonable times, subject to notice

Service of Notice: Any notice to be served on the Student may be served by personal service at the Premises, posting the notice on the door of the Premises or by registered or certified mail.

Any notice given to the University must be given by delivery of the notice to the Residence Services office during hours that the office is ordinarily open for business.

Notice given by delivery to the Residence Services office or the Premises will be deemed to have been received on the date of delivery. Notices delivered by registered or certified mail shall be deemed to be delivered three days after the date of mailing.

Moving: When moving out of the premises, the Student will leave the unit and equipment in a clean and undamaged condition suitable for re-rental. The Student and their furnishings shall be clear of the unit no later than 12:00 noon on the day set for vacating the premises and all keys to the premises and the mailbox shall be returned to the University by that time. No furniture moving shall be done before 8:00 a.m. or after 9:00 p.m.

Vacant Possession The Student shall provide vacant possession of the Premises at the expiration of the Term or on the Student's eviction date, whichever is later.

Overholding: If the Student remains in possession of the Premises after the expiry date of the Agreement, no new right of occupation is created and UVic may, without notice, re-enter and take possession of the Premises, remove the Student and all other persons and property and use such force and assistance as UVic deems necessary to retake possession of the Premises. In this situation, purported rent payments by the Student 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 Residence Services and the Student covenants that he or she will not claim otherwise. The right of occupation that is created by such acknowledgement shall be for the period set out in the acknowledgement and subject to the terms of this Agreement applicable to the occupancy period.

In no event will any acceptance of rent after the expiry or earlier termination of this Agreement create a right to occupy the Premises from month to month terminable on 30 days notice, at the monthly rent previously payable for the Premises and subject to the terms of this Agreement so far as the same are applicable to a right to occupy from month to month.

Remedies: The remedies of UVic specified in this Agreement are cumulative and not exclusive and are in addition to any remedies of UVic at law or equity.

UNIVERSITY PERFORMANCE

Premises: Insofar as it is in the reasonable control of the University, it will provide accommodation pursuant to the terms of this Agreement.

Elevator Access If the Student, or an Occupant has mobility or agility disabilities, the Student is nonetheless welcome to request an assignment to a unit located above the ground floor. However, elevators do occasionally malfunction and may be out of order for an extended period, and inconveniences may occur for those who are unable to use, or have difficulty using, stairs. The University will take action to repair any malfunctioning equipment promptly, but it shall not be responsible for service disruptions which limit access to the Premises.

Force Majeure To the extent that the University is unable to fulfill, or is delayed or restricted in fulfilling, its obligations under this Agreement by any cause which is unavoidable or beyond its reasonable control, it shall be relieved of the requirement to fulfill its obligations during the continuance of the event delaying its performance, and the Student shall not be entitled to any reduction or abatement of rent or compensation as a result of such cause. Delay in performance by the University due to Act of God, an act of public enemy, war, riot or other civil commotion, sabotage, insurrection, terrorism, authority of law, strike, lockout, shortage of labour, work slowdown or any other form of labour unrest, public health emergency, fire, storm, earthquake, or flood shall be deemed to be unavoidable or beyond the reasonable control of the University.

MISCELLANEOUS

Amendment: This Agreement may only be modified or amended in accordance with the provisions of the paragraph titled "Regulation" and set out above.

No Waiver No waiver of or neglect to enforce the right to forfeiture of this Agreement, or of the right to re-enter, by the University, upon breach of any covenant or condition contained in this Agreement by the Student, will be deemed a waiver of those rights upon any subsequent breach of the same or any other covenant of condition by the Student.

Laws This Agreement shall be governed by an interpreted in accordance with the laws of British Columbia and the laws of Canada applicable therein. The Student and the University attorn to the exclusive jurisdiction of the courts of British Columbia.

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

The Student shall observe and full comply with all laws, bylaws, regulations and orders in force, or which comes into force during the term of this Agreement, in the use of the Premises.

Covenants: Each obligation of the Student in this Agreement, even if not expressed as a covenant, is considered to be a covenant for all purposes. Each covenant or agreement in this Agreement to be performed or observed by the Student is a material covenant.

Time: Time is of the essence of this Agreement.

Headings: The division of this Agreement into parts and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Meaning of Including: In this Agreement the words "include", "includes" or "including" mean "include without limitation", "includes without limitation" and "including without limitation", respectively, and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.

Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations or other agreements between the Parties in connection with its subject matter except as specifically set forth in this Agreement.

By signing this agreement, the Student acknowledges that they have read, understood and will comply with the terms outlined in this 2011/2012 agreement for XXXX Lam Circle.

Student Name (print)

UVic Residence Services Representative (print)

Student (Signature)

UVic Residence Services Representative (Signature)

Day Month 2011
Year

Day Month 2011
Year