Family Housing Agreement 2016-2017

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

I. PREMISES

Premises: XXX Lam Circle, Victoria BC V8N 6K8

Start of Tenancy: September 1, 2016
End of Tenancy: September 1, 2017

TERM

Term: This Agreement is in effect for one year, from September 1, 2016 to August 31, 2017 (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 mailing to the Student a new agreement containing the terms and conditions on which the University is prepared to renew prior to June 30, 2017. 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 17, 2017. If the Student fails to return the signed agreement to the University by July 17, 2017 the University’s offer to renew shall lapse and be void.

Maximum Tenancy: If the Student 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 which includes all family housing buildings, parking lots, and surrounding grounds (“Family Housing”) is five years total per family. Your maximum tenancy will not extend past 5 years, provided you continue to meet the eligibility requirements. For purposes of calculating the maximum tenancy period, all periods of time that the Student has resided in Family Housing will be taken into 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. For extension requests please see Appendix I.

II. OCCUPANTS

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

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<th>Student First Name</th>
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2.1 Occupants: The Student agrees that the above person(s) ("Occupants") shall be the only permanent occupants of the Premises during the Term. The number of occupants cannot exceed the maximum permitted as per section 2.3 of this contract. The Student will not permit any person other than the Student...
and the Occupants to reside in the residential premises without prior written consent of the University. The Student agrees to advise the University in writing within ten (10) days of any of the Occupants ceasing to reside or any new occupants in the Premises.

2.2 Responsibility for Occupants: The Student acknowledges and agrees that he or she is responsible for the conduct of Occupants and guests of the Student or Occupants in and about the Premises in Family Housing, including the common areas. The Student further agrees that any breach of this Agreement whatsoever by the Student, an Occupant, or a guest of the Student or the Occupant, shall be deemed to be a breach of this Agreement by the Student, and the University may have resort to any right or remedy available to it under this Agreement, including those set out in section 7.1, with respect to any such breach.

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

(a) Undergraduate students must complete a minimum 12 units per academic year (September 1 – August 31) with a minimum of 9 units from September – April, in a degree-granting program at the University, and Graduate students must have full-time status confirmed by the Faculty of Graduate Studies at the University. The Student must provide documented proof that they are enrolled in on campus credit courses at the University at the time of signing this Agreement 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. Children must reside full time in the Residential Premises for at least 6 months of any calendar year. The University may consider alternative family configurations as long as they do not breach Section 2.4 and the Student provides supporting documentation that is deemed acceptable by the University.

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

2.4 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 five.
Two bedroom apartment: a) One or two adults with one or two children under the age of 19.
Two bedroom townhouse: a) One or two adults with one or two children under the age of 19.
Three bedroom townhouse: a) One or two adults with two or three children under the age of 19.

2.5 Accessible Unit Requirement to Move: If the Student is living in an accessible unit and does not require such a unit, and if an accessible unit is required by another student, the University may require the Student to move to a new unit in Family Housing. The unit that the Student will be reassigned to will be of a similar type to the one required to vacate. The Student will be responsible for items such as reconnection of telephone, hydro, and cable, or any cost for movers and/or vehicle rental associated with the move.

2.6 Internal Moves: Student requests to move from their current unit to a different unit within Family Housing are only considered if there is a change in family size. The University may require families to move if they no longer meet the requirements laid out in 2.3 and 2.4 above.

III RENT

3.1 Rent: The Student shall pay rent in the amount and manner provided for in this Agreement. The monthly rent for the Premises is $XXX 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.

3.2 Deposit: The Student shall pay a security deposit of $500 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 refund will be made within 90 days of a Student’s move out date less any deductions made by the University. Charges applied to a Student’s account are final. The University may, at its sole discretion contract a third party to process refunds. When a refund is due to be paid, the Student will be contacted by Residence Services with instructions, and may request to provide banking information in order to facilitate payment to the Student’s account.

3.3 **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.

3.4 **Arrears:** A $25 service charge will be applied for each NSF cheque. Late payments may not be accepted. If a late payment is accepted, it will be subject to a late payment fee of $100 and subject to a service charge of 1.5% per month compounded monthly (an effective annual rate of 19.56%) and added to accounts not paid by their due date, at each months end.

3.5 **Lost Keys:** If the 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 the Student shall pay lock change fees as follows:

   a) Exterior Key (Apartments only) $25
   b) Unit Key (Lock change required) $175
   c) Mailbox Key (Lock change required) $100
   d) Extra Exterior, Mail or Unit Key (Approved requests only) $10

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

3.7 **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.

**IV USE**

4.1 **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.

4.2 **Conduct:** The Student, occupants and guests shall not disturb, harass or annoy other occupants of University Family Housing, and shall not cause unreasonable noise such as 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 p.m. to 8 a.m. Any person allowed on the Premises shall not obstruct, abuse, loiter in or use for games, any building common areas including the building hallways, laundry rooms, stairwells, elevators, lobby, driveways, outdoor public walkways and building entrances. These areas must be kept free of Occupant’s belongings (this includes, but is not limited to baby-strollers, toys, bicycles or discarded furniture).

4.3 **Supervision of Minors:** Minors under the age of 10 must have adult supervision at all times and must not be left unattended in an apartment or townhouse. This includes playing in and around Family Housing, designated play areas and the greater campus community. Children are not allowed to play in the hallways or common areas of any building.

4.4 **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.
4.5 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.

4.6 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 Dog and Service Dog Act of British Columbia) at the Premises if the Student provides acceptable documentation to the University showing that the guide animal is certified as a guide animal pursuant to the Guide Dog and Service Dog Act of British Columbia and the guide animal is required by the Student or an Occupant of the Premises due to a documented disability. The Student may not keep a guide animal on the Premises until such time as it is approved in writing by the University. Any guide animal will be kept in such a manner so as not to disturb, threaten or create a nuisance to the University or other persons in Family Housing.

4.7 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. Students living in an apartment will not install any major appliances in addition to those provided by the University. Major appliances include, but are not limited to, washing machines and clothes dryers. Students living in townhouses may install washing and clothes dryers but are required to use the foil dryer vent supplied by the University.

4.8 Smoking and Vaporizers. In accordance with University of Victoria policy, smoking of tobacco or any other matter or substance which can be smoked is prohibited in Family Housing. This includes the use of hookahs, vaporizers, shisha or any other smoking devices and the use of electronic cigarettes or similar vaporizing devices. Smoking is permitted only in designated smoking areas on University property. For more information, please visit: https://ohs.uvic.ca/occupational_health/smokingmap.pdf.

4.9 Safety Equipment: Safety equipment including sprinklers, smoke detectors, heat sensors, fire exit signs, fire extinguishers, pull stations, hoses, alarm bells, Stopper II Devices, and any other safety equipment is necessary to safeguard occupants. Activating, handling, using, covering, disengaging or otherwise interfering with any fire or safety equipment for any reason other than an emergency is prohibited and may result in eviction and reporting to the Judicial Affairs Office of the University or the Saanich Police Department whether such actions were intentional or not. Examples include but are not limited to discharging fire extinguishers, touching fire alarm pull-stations or fire hoses, hanging objects from sprinkler heads, or striking safety equipment with an object.

4.10 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 the University's 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.

4.11 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, in hallways or in areas which impede exit from a building, nor transported through lobbies, hallways or elevators. Bicycles found in areas other than designated areas (for example: attached to posts, railings, trees, etc) will be removed and impounded.

4.12 Cleanliness: The Student shall keep and maintain ordinary cleanliness, sanitary and safety standards in the Premises throughout the Term. The Student or Occupant will not allow water to drain off the deck affecting the tenants below. No corrosive products or products containing bleach may be used while cleaning decks.

4.13 Waste: It is the responsibility of the Student to move waste from the unit to the designated receptacles at the Family Housing garbage compound. No garbage, furniture, recycling, compost, boxes or household items 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. Student may not deposit furniture or other household items in designated garbage compounds or elsewhere in Family Housing. Student shall, in addition to reimbursing the University for any out of pocket costs incurred by
the University for the cleanup of garbage, furniture, recycling, boxes or household items deposited on Family Housing property, pay to the University the sum of $250 as liquidated damages (and not as a penalty) to compensate the University for losses arising from the breach by the Student of this section 4.12.

4.14 **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. The Student agrees to comply with garbage disposal, recycling and composting rules and regulations imposed by municipal or regional government from time to time.

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

4.16 **Grounds**: The Student will not alter or cut the landscaping (shrubs, plants, bushes, trees, hedges, flowers, etc.) planted by the University and will not plant any trees, plants, shrubs, etc., except in planter boxes or pots, and shall remove the containers upon the termination of this Agreement. 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 Family Housing, including the grounds, and including the cost of the removal of any trees, plants or shrubs, etc. left by the Student.

V REPAIR

5.1 **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 the Student when vacating. If the Student is not present during check out inspection determination of the condition of the Premises will be made by Residence Services and such inspection shall be deemed to be final.

5.2 **Pest Treatment**: You shall not allow conditions to exist in the Premises that, in the sole opinion of Residence Services may encourage the infestation or propagation of insects, rodents or other vermin. You are required to report the presence or suspected presence of pests in the Premises to Residence Services within 48 hours of becoming aware of pests. Should, treatment be necessary in the opinion of Residence Services, you will be required to comply with the prescribed treatment methods and protocol. This may include relocation, cleaning and/or removal and disposal or furnishings or personal possessions. In such an event you shall not be reimbursed by the University for any disruption, relocation, loss or loss of use of personal possessions or furnishings.

5.3 **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 University's 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.

5.4 **Damage**: The Student agrees that any damage whatsoever done by the Student, an Occupant, or guest, 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.

5.5 **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.
5.6 **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. No installation of plumbing fixtures or attachments is permitted. Students will be held liable for any costs associated with damage to walls, plumbing, 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.

**VI LIABILITY**

6.1 **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 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; or
(b) taking part in socials, dances, plays or other organized or sponsored activities in, or related to, Family Housing

The 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. The 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.

6.2 **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 or damage to personal property; and
(b) liability coverage for personal injury and property damage.

6.3 **Hazards:** In the event of a fire, 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 Apartments (Buildings 38 & 39).

6.4 **No Sublet:** Only the Student and the Occupants, 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 considerations 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 Occupants (if any) and the person(s) occupying or sharing the Premises.

6.5 **Visitors and Guests:** The Student shall not permit or allow visitors including family members other than Occupants, to stay in the Premises for more than two weeks in any calendar year without first obtaining the University’s permission. Students are responsible for their guests’ behaviour whether or not they participated in, condoned or were aware of the guests’ behaviour. Anyone who is invited to, accompanied on, accepted or admitted to Family Housing by the Student is deemed to be a guest of that Student. The
Student or an adult Occupant listed on this agreement must be staying at the Premises while the guests are staying at the Premises.

VII END OF TERM

7.1 Termination: If the Student fails to:
(a) pay rent within 5 days of when it is due; or
(b) observe or perform any of the covenants or agreements contained in this Agreement to be observed or performed by the Student within 10 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.

7.2 Notice of Termination: The Student may terminate this Agreement by submitting a Family Housing Notice of Withdrawal at least 30 days before the date of termination which notice shall be given by noon on or before the last day of a calendar month, to take effect on the last day of the ensuing calendar month. If late notice is given, the Student will be charged for 30 nights from the date the withdrawal notice was received at the Residence Services office.

The tenancy shall end at 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 24 hrs. notice from the University. THIS AGREEMENT MAY ONLY BE TERMINATED BY THE STUDENT IN ACCORDANCE WITH THIS PARAGRAPH.

7.3 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, by email 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.

7.4 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 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. Charges will apply for any cleaning required and items left behind after move out. No furniture moving shall be done before 8 a.m. or after 9 p.m.

7.5 Vacant Possession: The Student will provide vacant possession of the Premises, following all check-out procedures, and return all keys to the Residence Services office, no later than 12:00pm of the last day of the Term unless prior written authorization to do otherwise has been received from the University. Vacant Possession means removing all persons and Student’s personal possessions from the Premises and Family Housing. The Student agrees that in the case of any of the Student’s or an Occupant’s personal property remaining in the Premises or elsewhere at Family Housing after the Student provides the University with vacant possession, the University may remove and dispose of such property without compensation to the Student or any Occupant(s). The Student agrees that the University will be under no obligation to store any such belongings remaining in the Premises or at Family Housing or to sell them or otherwise recover their value.
7.6 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 the University may, without notice, re-enter and take possession of the Premises, remove the Student and all other persons and property and use such methods and assistance as the University deems necessary to retake possession of the Premises. The Student will pay all the University’s costs arising from such failure to vacate including, without limitation, the cost to the University to clean the Premises and to provide hotel and meals for the incoming tenant, who is scheduled to take possession of the residential premises, and that tenant’s family. 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.

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

VIII UNIVERSITY PERFORMANCE

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

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

8.3 Elevator Access: If the Student or an Occupant has mobility or agility disabilities, the Student may nonetheless request and or accept 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.

8.4 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.

IX MISCELLANEOUS

9.1 Amendment: This Agreement may only be modified or amended in accordance with the provisions of the paragraph 4.5 titled “Regulation” and set out above.

9.2 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.

9.3 Laws: This Agreement shall be governed and 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 fully 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.

### 9.4 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.

### 9.5 Time

Time is of the essence of this Agreement.

### 9.6 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.

### 9.7 Meaning of Including

In this Agreement the words “include”, “includes” or “including” mean “include without limitation”, respectively, and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.

### 9.8 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.

### 9.9 Protection of Privacy Policy

The University of Victoria collects, uses, discloses and retains personal information only in compliance with the BC Freedom of Information and Protection of Privacy Act. The University of Victoria collects the personal information on the Family Housing application form pursuant to section 26(a) and (c) of the Freedom of Information and Protection of Privacy Act. The information provided in this application will be used only for the purposes of determining access to residence. For a detailed listing of the types of Personal Information the University collects and the purposes for such collection see [Schedule A, Procedures for the Management of Personal Information](mailto:foipp@uvic.ca). Should you have any questions concerning your personal information, please contact the University Secretary's office at foipp@uvic.ca or 250-472-4914.

By signing this Agreement, the Student acknowledges that they have read, understood and will comply with the terms outlined in this 2016/2017 agreement for XXX Lam Circle.
Appendix I – Family Housing Extension Request

Family Housing Students in “good standing” may submit an extension request to their 5 year tenancy to a maximum of 1 (one) additional year, provided that students will remain eligible to live in Family Housing during that additional year, as per section 2.3 of the Family Housing Agreement.

In order to be considered for an extension, the student (and their family) must have demonstrated a record of adhering to the Family Housing Agreement (including, but not limited to, an up-to-date rent payment history and a record of appropriate community conduct).

Students requesting an extension must submit the following documentation at least 90 days before the end of their current agreement:

- Letter addressed to the Director of Residence Services indicating the extension period requested and the reasons for such request.
- Supporting documentation (i.e. letters from Academic Department and University records) showing that the student continues to be eligible under Section 2.3 of the Family Housing Agreement.
- Letters of recommendation (academic or professional).

In the process of reviewing the extension request, Residence Services will arrange a unit inspection to verify the condition of the premises.

**Important:** Residence Services reserves the right to limit the number of extensions granted due to operational needs.