



**University
of Victoria**

Residence Services

Family Housing Agreement

2023/2024



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Introduction

This Agreement applies to the Family Housing Complex at the University of Victoria, which is intended for Student Family Housing. This Agreement sets out the contractual agreement between you and the University with respect to Accommodation in the Family Housing Complex. It is the Student's responsibility to read and understand this Agreement and to seek clarification if you do not understand parts of this Agreement. It defines the policies and regulations governing the offer of housing and the terms and conditions of accepting residence in the Residence Complex that is managed by Residence Services.

1.0 General Terms and Conditions

1.1 Definitions and Interpretation

This Agreement constitutes the entire agreement between you and the University pertaining to its subject matter.

In this Agreement:

- the Agreement holder will be referred to as “you,” “your,” “student,” “resident,” or “residents,”;
- “Accommodation” refers to:
 - The unit where you live in Family Housing.
- “Guest” refers to anyone who you invite, accept or admit to the Residence Complex property (which includes all Residence Complex buildings, Family Housing units, parking lots and surrounding grounds);
- “University” and “UVic” means the University of Victoria;
- “Family Housing Complex” and “Residence Complex” includes all Family housing buildings, parking lots, and surrounding grounds
- “Occupants” refers to anyone who resides in the Family housing unit
- “Family” refers to one of the following:
 - a single parent living with their children
 - a lawfully married couple
 - a couple in a common-law relationship



- a couple with their children, whether natural, lawfully adopted or of whom they are legal guardians. See Sections 2.1 to 2.2 below regarding the eligibility of students, children and Occupants
- “Residence Services” means the UVic Residence Services unit;
- “Student” refers to a student currently enrolled in a degree granting program at the University of Victoria;
- “Term” means 12 months; from September to August.

1.2 Premises

Premises: the unit assigned by UVic to the Student in Lam Circle, Victoria BC V8N 6K8

1.3 Term

This Agreement is in effect for one year, from September 1, 2023 to August 31, 2024 (the “Term”). A new agreement may start at any month between September and August and will be effective until August 31, 2024.

1.4 Renewal

Ordinary 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 up to 5 additional terms 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 emailing to the Student a new agreement containing the terms and conditions on which the University is prepared to renew prior to July 14, 2023. The Student may accept such offer by signing such agreement through the Housing Portal on or prior to July 31, 2023. If the Student fails to complete the steps to renewing their agreement to the University by July 31, 2023 the University’s offer to renew shall lapse and be void.

Discretionary Renewal

The Student may request a sixth renewal term of one year following the process set out in the Family Extension Request Guide (<https://www.uvic.ca/residence/assets/docs/Family-Housing-Extensions.pdf>). Whether this extension is granted is in the sole discretion of the University.

Any renewal of this Agreement will be subject to the UVic Family Housing Agreement in effect at the time of such renewal.

1.5 Maximum Tenancy

If the Student has not breached the terms and conditions of this Agreement during the initial Term or any Renewal Term, the Student may request renewal of this Agreement for up to a total of six renewal Terms in accordance with the terms of the above Ordinary Renewal and Discretionary Renewal provisions. For clarity, whether the sixth renewal term is granted is in the sole discretion of the University. The Student agrees that the maximum tenancy period in the University’s Family Housing Complex which includes all Family housing buildings, parking lots, and surrounding ground (“Family Housing”) is seven years total per



Family. Your maximum tenancy will not extend past 7 years. 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 above) of another Student.

2.0 ELIGIBILITY & OCCUPANTS

2.1 Student Eligibility

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

- i. Graduate students must have full-time status confirmed by the Faculty of Graduate Studies at the University (The Faculty of Graduate Studies definition of a fulltime graduate program is: a graduate student is full-time if enrolled for a single Term (Fall, Spring or Summer) in courses totaling 3.0 or more units, OR enrolled in dissertation (699), thesis (599), project (598 or 596), or co-op work Term (800+);
- ii. Undergraduate students must complete a minimum 4.5 units per semester between September 1 and April with a minimum of 1.5 units from May – August in a degree-granting program at the University; or
- iii. be approved under the Priority Consideration Process; or
- iv. has been granted permission in writing from the Associate Director, Business Operations; and
- v. in all cases, Students must be and remain living with their Family in their Accommodation and all of the Occupants must be and remain members of the Student’s Family.

2.2 Occupants and Occupant Eligibility

- i. The Student agrees that they and their Family members listed on Appendix A (“Occupants”) shall be the only permanent Occupants of the Premises during the Term. The Student and Occupants must adhere to eligibility requirements and meet occupancy levels outlined in sections 2.1, 2.2 and 2.3.
- ii. 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.
- iii. 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.
- iv. The Student will provide the University, within ten (10) days of written request, evidence satisfactory to the University that all persons who occupy the Premises are the Occupants listed in Appendix A as Family Members of the Student and/or to whom the University has consented to residing in the Residential Premises pursuant to section 2.2 (iii).
- v. Children must be under the age of 19 and must reside full-time in the Residential Premises for at least 6 months of any calendar year.
- vi. The University may consider alternatives to the standard Family configurations outlined in Section 2.3 below. The University may request that the Student provides supporting documentation in order to determine Occupants’ eligibility. Documentation must be deemed acceptable by the University.



2.3 Maximum Number of Occupants

The Student agrees that the number of Occupants of the Premises is as follows:

- i. One bedroom apartment plus den: a) Two adults OR b) One or two adults with one child under the age of 19.
- ii. Two bedroom apartment plus den: a) Two adults OR b) One or two adults with one, or two children under the age of 19.
- iii. Two bedroom townhouse plus den: a) Two adults OR b) One or two adults with one, two or three children under the age of 19.
- iv. Three bedroom townhouse plus den: a) One or two adults with two, three or four children under the age of 19.

Children	One Bedroom + den APT	Two Bedroom + den APT	Two Bedroom + den TWN	Three Bedroom + den TWN
None	Yes	Yes	Yes	No
One	Yes	Yes	Yes	No
Two	No	Yes	Yes	Yes
Three	No	No	Yes	Yes
Four	No	No	No	Yes

Alternative Family configurations may be considered, as long as the Family size adheres to the occupancy range of the unit.

3.0 USE OF PREMISES

3.1 Type of Agreement

This Agreement creates a licensee/licensor relationship. On-campus housing offers a unique community-based living environment, which has different tenancy needs than the general public. As such, section 4(b) of the *Residential Tenancy Act* (the Act) exempts student housing owned or operated by an educational institution and provided by that institution to its students or employees from the Act. Therefore, the Act does not apply to this Agreement or the Student and Occupants occupying the Premises.

3.2 No Sublet

Only the Student and the Occupants, listed on this agreement, may occupy the Premises. This Agreement cannot be assigned, sublet, lent to, sublicensed, or otherwise shared with another person. For greater certainty, the Student is not permitted to rent out or sublicense 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, sublicensing, or any other form of lending or sharing is a breach of this Agreement and may result in the eviction of both Student and Occupants (if any) and the person(s) occupying or sharing the Premises.



3.3 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.

3.4 Use of Premises

The Premises shall be used exclusively as a private residence and not for any illegal, unlawful, commercial or business purpose. 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. No public meeting shall be held in or about the Premises.

3.5 Accessible Unit Requirement to Move

If the Premises in which the Student lives is an accessible unit and the Student and Occupants do 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, electrical service, and cable. The University will coordinate and cover the cost of moving. If the University requires this change, you will be required to pay the fees stipulated for either your existing Accommodation or the new Accommodation, whichever is lower.

3.6 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. Three bedroom townhouses are prioritized for internal tenant transfers that no longer meet the requirements laid out in Section 2.3. When excess inventory exists, external applicants may be considered for three bedroom townhouse occupancy.

4.0 SECURITY DEPOSIT, RENT, AND FEES

4.1 Deposit

The Student shall pay a security deposit of \$750 prior to moving in (the "Deposit"). If the Student cancels their reservation after making the deposit payment, \$500 will be held by the University as a charge for the canceled agreement. 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. 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.



4.2 Rent

The Student shall pay rent in the amount and manner provided for in this Agreement. Rent is payable in advance, on, or before the first day of each month. The first rent payment must be paid one week prior to check-in. Payment may be in the form of internet or telephone banking, personalized cheque, money order, cash, or debit card. Credit Cards are not an accepted form of payment.

The following items are included in the monthly Rent:

- i. Water
- ii. Refrigerator
- iii. Electric stovetop and oven
- iv. Dishwasher
- v. Garbage and Recycling facilities
- vi. Window coverings
- vii. Access to shared, user pay laundry facilities
- viii. Access to storage lockers and/or rooms, including Bike Storage

The following items are not included in the monthly Rent and must be arranged for by the Student:

- i. Furniture
- ii. Electrical service
- iii. Internet service
- iv. Telephone service
- v. Cable service

The Student is responsible for all utility connections and payments, including electricity, telephone, cable, and data connection.

4.3 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. Rent increases will be posted on the [Residence Services website](#) at least three months (ie: June 1st) prior to becoming effective.

Fees listed below do not include the damage deposit.

Monthly rental rates based on Accommodation type from September 2023 to August 2024 are as follows:

- One-bedroom Apartment \$1,170
- Two-bedroom Apartment \$1,418
- Two-bedroom Townhouse \$1,503
- Three-bedroom Townhouse \$1,767

Unit Type	Monthly Rate Sept 2023 - Aug 2024
One-bedroom Apartment	\$1,170
Two-bedroom Apartment	\$1,418
Two-bedroom Townhouse	\$1,503
Three-bedroom Townhouse	\$1,767



4.4 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 month end.

4.5 Outstanding Amounts

Any outstanding balance remaining on a Student's residence account may result in the use of collection agencies to recover such outstanding amounts, and such other actions as the University may be legally entitled to take.

4.6 Fees for 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. Lock change keys are posted on our website.

5.0 END OF TERM

5.1 Required Move-Out

- i. Students are required to move out no later than two calendar months after graduation, course completion or withdrawal from courses.
 - a. Students are not permitted to stay in their units for convocation if it is outside of this two month period.
 - b. For the purpose of this Agreement, registration in an undergraduate or graduate program ends on the "Program Completion and Closure Date" which is the date the University considers the Student's academic program to be concluded. This is different from the date of the Student convocation.
- ii. Students may be required to move out due to loss of eligibility (see 5.2 below), or due to breach of Agreement (see 5.3 below).

5.2 Loss of Eligibility

- i. If the Student, by a change in their status as a Student, a parent or member of a Family no longer meets the eligibility requirements set out in sections 2.1, 2.2 and 2.3 (examples include but are not limited to ceasing to be a full-time Student, or loss of custody of children) the Student will, within seven (7) days of such change, notify the University and provide at least one month's notification to vacate the Residential Premises.
- ii. If any of the Occupants no longer meet the eligibility requirements set out in Section 2.2, the Student will within 30 days of such change cause the Occupant to cease residing in the Residential Premises.

5.3 Breach or Non-performance

If at any time the Student fails to:

- i. pay rent within 5 days of when it is due; or



- ii. 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 they are 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 vacant possession of the Premises, and terminate this Agreement. 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.

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 resort to any right or remedy available to it under this Agreement, including those set out above, with respect to any such breach.

5.4 Student Notice of Withdrawal

The Student may terminate this Agreement if the following conditions are met:

- i. The Student has submitted a Family Housing Notice of Withdrawal Form at least 30 days prior to the proposed Agreement termination date. Notice shall be given by noon on or before the last day of the calendar month, to take effect on the last day of the ensuing calendar month. Phone calls, emails and verbal notices are not accepted as official notice of withdrawal.
- ii. The proposed vacancy date must be on the last day of the calendar month. If late notice is given, the Student will be charged until the last day of the calendar month following the calendar month in which the withdrawal notice was received at the Residence Services office.
- iii. The tenancy shall end at noon on the day of termination.
- iv. 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 hours' notice from the University.

5.5 Moving Out

When moving out of the Premises:

- i. The Student will leave the Premises and equipment in a clean and undamaged condition suitable for re-rental.
- ii. The Student is responsible for cancelling utility services prior to departure. Failure to cancel services may result in the Student being billed for utility usage after their move-out date.
- iii. Residence Services will not provide access to a third party or the former Occupant to check the mailbox after move out. The Student is responsible for updating their mailing and/or forwarding address with Canada Post.
- iv. The Student shall replace and pay for any burnt-out light bulbs in the Premises and leave all such working replacements when vacating.



- v. Charges will apply for any damages or cleaning required (including replacing light bulbs) and items left behind after move out.
- vi. No furniture moving shall be done before 8 a.m. or after 9 p.m.

5.6 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 12:00 pm 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.

5.7 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 the cost to the University to clean the Premises and to provide hotel and meals for any 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 they 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.

6.0 COMMUNITY STANDARDS

6.1 Compliance with Laws and University Policies et cetera.

The Student agrees to abide by all federal, provincial and local government laws, regulations and bylaws and all applicable University rules, regulations, policies and procedures as issued, amended, supplemented or replaced from time to time, including those of Residence Services and the University's policies concerning non-academic misconduct of Students. To the extent that there is any discrepancy between matters dealt with both in this Agreement and any other publication of Residence Services, the provisions of this Agreement shall prevail. University policies can be found here:

<https://www.uvic.ca/universitysecretary/policies/>

6.2 Conduct Follow-up

Incidents involving the Student, Occupants or Guests of Family Housing may involve follow-up or investigation through other University policies. Incidents that occur in Family Housing may fall beyond the scope of the Family Housing Agreement and may require follow up outside of Residence Services.



In these circumstances, an incident may be:

- i. Investigated under the University's Resolution of Non-Academic Misconduct Allegations-AC1300 (<https://www.uvic.ca/universitysecretary/assets/docs/policies/AC1300.pdf>), and/or referred to alternative University discipline procedures,
- ii. Investigated under any other applicable [policy](#) of the University,
- iii. Referred to the University's Human Rights & Equity office, and/or
- iv. Referred to Campus Security Services, the Saanich Police Department or other law enforcement agencies.

6.3 Responsibility for Occupants

The Student acknowledges and agrees that they are 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.

6.4 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.

6.5 Emergencies or Urgent Issues

The Student, Occupants and Guests are required to contact Campus Security and/or emergency services to report urgent issues that may impact community health, safety, facilities, etc.

6.6 Noise

The Student, Occupants and Guests shall not disturb other Occupants of University Family Housing, and shall not cause unreasonable noise including loud conversation, music or television that disturbs the peaceful enjoyment of Family Housing at any time; in particular between the hours of 9:00 pm – 8:00 am.

6.7 Loitering

Any person allowed on the Premises will not obstruct or loiter in building common areas including building hallways, laundry rooms, stairwells, elevators, lobbies, driveways and or outdoor pathways.

6.8 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 are 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 whether such actions were intentional or not. Examples include discharging fire extinguishers, touching fire alarm pull-stations or fire hoses, hanging objects from sprinkler heads, or striking safety equipment with an object.

6.9 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 is deemed to include: smoking cigarettes, cigarillos, and cigars; smoking using pipes, the use of hookahs, vaporizers, shisha or any other smoking devices and the use of electronic cigarettes or similar vaporizing devices.

Smoking or vaping of tobacco or cannabis is permitted only in designated smoking areas on University property. For more information, please visit: https://www.uvic.ca/ohse/assets/docs/smoke-free-program/smoking-map_nov2022.pdf.

6.10 Cannabis Use

The University Smoking Policy (AD2405) prohibits the smoking or vaping of cannabis on University owned or leased property (including Family Housing) except at designated cannabis smoking areas. Provincial cannabis laws apply to all Family Housing units and the University facilities as a whole.

The following definitions apply with respect to cannabis in residence:

“cannabis” has the same definition as in the federal statute “An Act respecting cannabis and to amend the Controlled Drugs and Substances Act, the Criminal Code and other Acts”.

“cannabis product” is any substance that contains cannabis including marijuana, seeds, hashish and their derivatives or any product (for example edible products, oil, lotions, tinctures) that contain cannabis.

“cannabis equipment” means any equipment, paraphernalia or device used to prepare or consume cannabis products (for example bongos, vaporizers, scales, grinders, etc).

“Federal Law” means the Statute of Canada entitled “An Act respecting Cannabis and to amend the Controlled Drugs and Substances Act, the Criminal Code and other Acts” and any other Canadian federal legislation regulating cannabis here.

“Provincial Law” means any legislation of the Province of British Columbia regulating cannabis.

Students and their Guests are responsible for knowing, understanding and complying with the following laws, standards and policies:

- i. Designated cannabis smoking areas on University owned property are shown here: https://www.uvic.ca/ohse/assets/docs/smoke-free-program/smoking-map_nov2022.pdf
- i. Consuming cannabis products, serving cannabis or carrying unsealed cannabis is not permitted in Family Housing including, but not limited to, patios, balconies, walkways, elevators, washrooms, laundry rooms, hallways, stairwells, main floor foyers and any outdoor Family Housing space.
- ii. BC Provincial legislation has set that age of access to cannabis solely to adults 19 and older. Link to BC Cannabis legislation: <https://www2.gov.bc.ca/gov/content/safety/public-safety/cannabis>.
- iii. Possession, distribution, or consumption of cannabis except in accordance with provincial and Canadian law is not permitted.
- iv. The possession or cultivation of cannabis plants in your unit or elsewhere in the Family Housing Complex is prohibited.
- v. Manufacturing of cannabis oil in a residence is strictly prohibited.



Where the provisions of this Agreement are more restrictive than the Federal and Provincial laws with respect to cannabis consumption or the general rules of the University of Victoria regarding cannabis, then the provisions of this Agreement prevail.

6.11 Flames and Incense

Fires or flames, including burning candles or incense, are not permitted in the Family Housing Complex.

6.12 Combustible or Hazardous Materials

The Student shall not, at any time, bring or keep on the premises any flammable, combustible or explosive fluid or chemical substances except as permitted in section 6.13.

6.13 Barbecues and Open Fires

- i. If the Residential Premises is an apartment, barbecues and/or propane fueled fire pits are not permitted.
- ii. If the Residential Premises is a townhouse, then barbecuing and/or propane fueled fire pits are permitted on the ground floor patio only.
- iii. At the Residential Premises where barbecuing and propane fire pits are permitted, only barbecues and fire pits that utilize electricity or propane as fuel sources are allowed. Barbecues and/or fire pits that utilize a solid fuel such as wood or charcoal briquettes are not permitted.
- iv. Occupants permitted to operate a barbecue and/or fire pit at their Residential Premises must ensure that the barbecue and/or fire pit is attended at all times during operation.
- v. Any propane or other combustible gas fuel used for barbecues must be stored in legally certified containers on the ground floor patio of the Family Housing Premises.

6.14 Weapons

- i. The Student will not, and will not permit an Occupant or Guest to, at any time bring or keep on the Premises or Residence Complex any real or replica weapons (each of which is described as a “weapon”) including, but not restricted to, all items listed below:
 - a. projectile weapons, including but not limited to real or replica firearms, bows, cross-bows, sling shots, paint-ball guns and air guns (which includes without limitation BB guns, pellet guns and airsoft guns);
 - b. blades, other than kitchen knives, including but not limited to swords, bayonets, épées, and blades used in martial arts;
 - c. any other weapons, whether used for martial arts or other forms of combat training, or otherwise;
 - d. any body armour as defined in the *British Columbia Body Armour Control Act* (<https://www2.gov.bc.ca/gov/content/employment-business/business/security-services/body-armor>)

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



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

6.15 Animals

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 dog or service dog (as defined in the *Guide Dog and Service Dog Act* of British Columbia) at the Premises if the Student provides proof of certification as a guide dog team, service dog team or retired guide or service or team under the *Guide Dog and Service Dog Act* of British Columbia.

Residence Services will make those arrangements and accommodations that Residence Services deems to be reasonable and suitable for Students requiring a guide dog or service dog. Accordingly, Students must inform Residence Services about your or your Family member's requirement to reside with a guide dog or service dog and provide the information described above before the arrival of the guide dog or service dog at the Premises. Any guide dog or service dog must be kept in such a manner so as not to disturb, threaten or create a nuisance to other persons or to the University.

If during the Term of this Agreement, you, your Occupant(s) or your Guest(s) require that a guide dog or service dog reside in your Accommodation, even temporarily, you must inform Residence Services providing the information described above before the arrival of the guide dog or service dog at residence.

The Student may request to live with an Emotional Support Animal (ESA) through the Priority Consideration Request (PCR) process. Please refer to the [Students with specialized housing requirements webpage](#) for full details on eligibility and application details.

6.16 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 or Residence Complex, except with the written consent of the University. Students in the apartment complex must use the University supplied lock to secure their storage locker.

6.17 Common Area Safety

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. Building common areas, including the building hallways, laundry rooms, stairwells, elevators, lobby, driveways, outdoor public walkways and building entrances must be kept free of Student's, Occupant's, and Guest's belongings. This includes baby-strollers, toys, bicycles or discarded furniture. Student must remove such items within 24 hours of written notification to remove items, and failing removal such items will be removed and disposed of by the University.

If items are not removed, the 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 6.17.



Facilities for all Students and Occupants: Any yard passage, alley, playground, or area connected with, adjoining, or adjacent to the Family Housing Complex is for the use of all Students and Occupants of the Premises and is not for the sole or exclusive use of the Student and the Student will not, and will ensure that Occupants and/or Guests do not obstruct or hinder the use of the same by other persons.

6.18 Bicycle Storage

Bicycles are to be stored at the owner's risk in designated storage areas only. Bicycles shall not be stored in the living area of the Premise, 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. Residents of apartment buildings may store their bike(s) in designated bike storage rooms and racks outside the building. Residents of townhouses may store their bike(s) in unit storage rooms or on their first floor patio.

6.19 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 washing machines and clothes dryers. Students living in townhouses may install washing machines and clothes dryers but are required to use the foil dryer vent supplied by the University and must remove such appliances at move out. Failure to remove may result in charges to cover the removal and disposal of the appliances.

6.20 Cleanliness

The Student shall keep and maintain ordinary cleanliness, sanitary and safety standards in the Premises throughout the Term. For clarity, Premises include the decks, balconies, patios and storage areas associated with Premises. 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.

6.21 Recycling and Waste

Recycling and waste disposal 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 is expected to recycle materials in accordance with the campus recycling program. It is the responsibility of the Student to bring their recycling to the recycling areas located within the Family Housing Complex and to only place appropriate materials within the respective bins.

The Student is responsible for disposing of any refuse accumulated by them or their Occupants or Guests, and must dispose of any garbage, compost or recycling in the appropriate Uvic garbage compound located outside of their Premise. 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.

The Student may not deposit furniture or other household items in designated garbage compounds or elsewhere in Family Housing. The 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 6.21.



6.22 Windows and Balconies

Flower boxes and other articles shall not be placed on the balcony rails or window ledges of the Premises. Rugs, mops, rags, vacuum cleaners, 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.

6.23 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.

6.24 Parking

All vehicles parked in the Family Housing area must have a valid parking permit during the times when user-pay parking is in effect. Students may purchase parking permit(s) 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.

As per University of Victoria's Traffic and Parking Regulations (BP3205) section 14.01 Parking Contraventions, no motor vehicle shall be parked on university property in an area not designated for parking (such as, but not limited to, roadways, landscaped areas, undeveloped areas, service roads, boulevards, sidewalks, and building entrances), or on any grassed area or verge of grassed area.

In accordance with section 17.01 Parking of Motorcycles, no person shall park a motorcycle, motor scooter, or moped in any area other than those designated for the parking of such vehicles. In Family Housing, the areas not designated for parking motorcycles, motor scooters, or mopeds include townhome patios, walkways, building entrances, sidewalks, etc.

6.25 Regulations

The Student agrees that other regulations which the University may post on or about the Premises, Residential Property or Family Housing Complex, 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.

7.0 REPAIR

7.1 Move In/Out Inspections

A representative of Residence Services shall inspect the Premises prior to move in and post move out. The Student is required to complete a Condition Report. The Condition Report is made available during the first 2 weeks upon moving in. The Condition Report and the Residence Services inspection shall form the



basis for assessment of the Premises, and the determination of repair charges due from the Student when vacating. Determination of the condition of the Premises will be made by Residence Services and such inspection shall be deemed to be final. Failure to complete the form may result in you being assessed for all damages and missing items.

7.2 Pest Treatment

The Student 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 (such as feeding birds or squirrels). The Student is required to report the presence or suspected presence of pests in the Premises to Residence Services. Personnel authorized by the University may enter the Student's Accommodation, without notice and, if necessary, without their presence, to inspect for pests. Should, in the opinion of Residence Services, treatment be required, the Student will be required to comply with the prescribed treatment methods and protocol. This may include relocation, cleaning and/or removal and disposal of furnishings or personal possessions. In such an event, the Student shall not be reimbursed by the University for any disruption, relocation, loss or loss of use of personal possessions or furnishings.

7.3 Entry

Residence Services Staff may perform apartment or townhouse inspections for cleanliness and maintenance projects. Residents will be given a minimum of 24 hours' notice of such inspections. Where possible, residents will be given a minimum of 24 hours' notice of entry for planned maintenance projects.

Authorized personnel of the University may sometimes enter your Accommodation without prior notice. Instances where this might happen include but are not limited to:

- i. If there is reason to believe something in your Premise poses a fire hazard or other danger to the community,
- ii. If there is an emergency that requires immediate attention,
- iii. If something in the Premise creates noise and interferes with others' ability to sleep or study (i.e. stereo or alarm clock),
- iv. Other reasons of health safety, or general community welfare,
- v. To make necessary repairs to the Premise,
- vi. To investigate possible breaches of this Agreement.

7.4 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.

7.5 Repairs

The Student shall promptly report to the University, any damage, unsafe condition or fault or deficiency in services, including leaking water, lavatories, heating valves, thermostats, stove elements, refrigerators,



dishwashers and other items and services supplied with the Premises. The University shall not be held liable for the cost of inconvenience to the Student during any adjustments or repairs to the Premises.

7.6 Alterations

No alterations or replacement of any kind shall be made by the Student to the structure, equipment or furnishings of the Premises.

The Student will not cause spikes, hooks, screws, nails or adhesive residue to be put into walls or woodwork of the interior or the exterior of the Premises so as to damage the premises. Examples include the attachment or installation of bookcases, shelving, hanging planters, and window mounted air conditioners, hose racks, and satellite dishes. Care must be taken removing hung art, pictures, posters and other items affixed to the wall.

Students will be held liable for any costs associated with excessive damage to walls, ceilings, flooring, plumbing, or woodwork of the interior or exterior of the Premises. No painting or drywall repairs shall be done by the Student. Window coverings, 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.

7.7 Plumbing Fixtures

No installation of plumbing fixtures (including bidets) or attachments is permitted.

8.0 LIABILITY

8.1 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, Residential Property, Family Housing Complex 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, Residential Property, Family Housing Complex 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:

- i. the use of residence facilities and equipment; or
- ii. taking part in socials, dances, plays or other organized or sponsored activities in, or related to, Family Housing.

The Student agrees that they 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.

8.2 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, Occupant or Guest'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:

- i. loss or damage to personal property; and
- ii. liability coverage for personal injury and property damage.

8.3 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 is encouraged to warn any occupant in the Residential Property while prioritizing personal safety. 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 Occupants or Guests. In the event of a fire, all Students, Occupants and Guests must evacuate from the building when the fire alarm is activated.

9.0 UNIVERSITY PERFORMANCE

9.1 Premises

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

9.2 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.

9.3 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 Premise located above the ground floor. However, elevators do occasionally malfunction and may be out of order for an extended period, and inconveniences may occur. 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.

9.4 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.

10.0 MISCELLANEOUS

10.1 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.

10.2 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.

10.3 Denial of Other University Services

In addition to any other remedies available to it pursuant to this Agreement or at law, the University may suspend your Student privileges and deny you student services (including but not limited to: access to academic grades and record/transcripts, etc.) if any fee, assessments, damages, costs or other monetary amounts owing pursuant to this Agreement remain unpaid by you either during the Term of this Agreement or after its termination or conclusion for any reason.

The University may take legal action or use collection agencies to recover unpaid accounts.

10.4 Amendment

This Agreement may only be modified or amended in accordance with the provisions of the section 6.25 titled "Regulations" and set out above.

10.5 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 or condition by the Student.



10.6 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.

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.

10.7 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.

10.8 Time

Time is of the essence of this Agreement.

10.9 Headings

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

10.10 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.

10.11 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.

10.12 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](#). Should you have any questions concerning your personal information, please contact the General Counsel’s office at privacyinfo@uvic.ca or 250-472-4914.



11.0 Contact Information

If you have questions regarding this Agreement contact:

Residence Services

University of Victoria

Craigdarroch Office Building

Parking Lot #5, Off Sinclair Road

Victoria BC V8P 2Y2

Phone: 250-721-6048

Email: resfh@uvic.ca

Website: <http://www.uvic.ca/residence/family/index.php>



Appendix A: Signature Page for Family Housing

First Name: _____ Last Name: _____

UVic ID #: V0 _____ Premises: _____ - _____ Lam Circle, Victoria, BC V8N 6K8

Occupancy Start Date: _____

Occupancy End Date: _____

Term: This Agreement is in effect for one year, from September 1, 2023 to August 31, 2024 (the "Term").

Print the names of all persons that will occupy the Premises.

Family Member 1

First Name _____ Last Name _____

Relationship _____

Family Member 2

First Name _____ Last Name _____

Relationship _____

Family Member 3

First Name _____ Last Name _____

Relationship _____

Family Member 4

First Name _____ Last Name _____

Relationship _____

Family Member 5

First Name _____ Last Name _____

Relationship _____

Family Member 6

First Name _____ Last Name _____

Relationship _____

I have read, understood and agree to be bound by the University of Victoria Family Housing Agreement 2023/24 (available at <https://www.uvic.ca/residence/family/documents-policies/index.php>) which consists of the following parts (together this "Agreement"), each of which will be construed as being an integral part of this Agreement:

- Sections 1.0 to 11.0
- Appendix A - This Signature Page

Resident Signature _____ Date: _____