



# UNIVERSITY OF ALBERTA RESIDENCE SERVICES

## LEASE AGREEMENT Newton Place and Michener Park

### DEFINITIONS

**Abandoned Goods** - Goods left at the Premises by a Tenant who has

- a. abandoned the Premises, or
- b. vacated the Premises and whose tenancy has expired or been terminated.

**Authorized Occupants** - eligible occupants reported by the Resident to the Landlord, restricted to the following relationships, residences and unit types:

- a. Spouse or Romantic Partner
  - i. Michener Park - all units
  - ii. Newton Place - 1-Bedroom apartments (two-person maximum occupancy)
- b. Children under 18
  - i. Michener Park - Walkups and Town (Row) Houses
- c. Roommate - must be a full-time UAlberta student
  - i. Newton Place - 2-Bedroom apartments (two-person maximum occupancy)

**Landlord** - The Governors of the University of Alberta.

**Michener Park** - The 100 through 600 block buildings (including the Walkups) and Vanier House.

**Premises** - A self-contained apartment and the common areas associated with the apartment at the University of Alberta, Edmonton, Alberta. The term "Premises" includes all furnishings, appliances, fixtures and facilities, if any, now or hereafter placed in or upon the said building by the Landlord, bedroom and common areas with other Tenants of the building in which the Premises is located, the interior portion of said building or other leased premises, together with all exterior balconies, yard area and walkways designated by the Landlord from time to time as common areas for the common or joint use and benefit of the Tenants of said buildings.

**Rent** - Rent, room rates, associated fees, residence fees, Internet, interest, repair, cleaning and garbage removal charges, furniture replacement costs, late vacate charges, key/lock change charges, proximity card replacement fees, legal costs, insufficient funds charges, re-rental fees and late payment fees (hereinafter collectively referred to as "Rent").

**Residence** - The building in which the Premises are located.

**Tenant** - The person who has executed this Lease Agreement. A Tenant shall also include a person, or persons, who have permission to live in the Premises because they have been named an Authorized Occupant by the Tenant at the outset of the tenancy.

**Residence Deposit** - Money given by the Tenant to the Landlord upon acceptance of the Room Offer, in order to reserve a space. Upon possession the Residence Deposit is then held by the Landlord and can be applied against damage caused by the Tenant and any amount owed and not paid at the end of the Term. Upon completion of the Term the remaining balance will be refunded to the Tenant.

**Visitor/Guest** - A person who occupies the Premises for a period of time not exceeding more than three (3) consecutive days within one (1) month up to a maximum of ten (10) days in any four (4) month period, it being expressly understood that no other individuals, family members, relatives, or friends of the Tenant are entitled to reside in the Premises unless authorized to do so pursuant to Clause 8(s) of this Lease Agreement.

### TERMS AND CONDITIONS

The Tenant acknowledges reading this entire document and agrees to comply with all the terms and conditions as outlined in this Lease Agreement, as well as any [Community Standards and House Rules](#) that may be provided to the Tenant. The Residence Restorative Justice process is the preferred process for dealing with any alleged violations of this document or harms to other Tenants, except in cases involving the health, safety and security of Tenants. The Tenant acknowledges that

failure to positively contribute to the community or to observe any terms and conditions of this Lease Agreement, including the failure to pay Rent, may lead to termination by the Landlord.

**The tenancy created by this agreement is governed by the Residential Tenancies Act (the “Act”) and if there is a conflict between this agreement and the Act, the Act prevails.**

All Fee References in this Agreement are in Canadian Dollars.

**THE LANDLORD AND THE TENANT AGREE AS FOLLOWS:**

**1. PREMISES**

Subject to the terms of this Lease Agreement, the Landlord hereby gives the Tenant the right to occupy the Premises for the Term, as defined in Clause 2, below, and the Tenant accepts from the Landlord, the right to occupy the Premises for the Term.

**2. OCCUPANCY DATES**

Unless otherwise expressly agreed to in writing by the Landlord or unless terminated earlier in accordance with the Terms of this Lease Agreement, the Term of this Lease Agreement (the “Term”) shall be as follows:

- a. beginning with the start date stated in the Confirmation Letter provided to the Tenant; and
- b. is for a fixed Term tenancy ending at 12:00 noon on 31st day of July, 2018 (the “Termination Date”).

If the Tenant wishes to remain in the Premises for an additional period beyond the Termination Date, the Tenant(s) must agree to a new Lease Agreement by the 16th day of April, 2018. Failure by the Tenant to execute a new Lease Agreement by 16th day of April, 2018, will serve as confirmation that the Tenant will vacate the Premises by no later than the Termination Date. Any final decision on whether a Tenant may execute a new Lease Agreement and remain in the Premises will be made by the Landlord, in its sole and absolute discretion.

The Tenant understands that the maximum Term permissible for the Premises is equivalent to four (4) full years unless explicitly agreed to otherwise by the Landlord in writing at the Landlord’s sole and absolute discretion.

**3. ACCOMMODATION**

a. *Room Assignment*

The Landlord will assign rooms in accordance with the current assignment practice set by Residence Services. The Landlord reserves the right to transfer or move Tenants when deemed necessary. Tenants failing to arrive within 48 hours of the specified move-in date, without informing Residence Services of the delay, will lose their room assignment.

b. *Residence Deposit*

Upon reservation of a space, the Tenant must pay the required Residence Deposit and contract fees as specified in the Confirmation Letter in order to reserve the Premises. Failure to pay the required fees by the date specified in the Confirmation Letter will result in the cancellation of the room assignment and the residence application.

c. *Rates*

All rates are subject to change. Every effort is made to ensure the rates published are correct and current. In the event of a discrepancy between the official rates and the rates published, the official rates shall prevail.

d. *Room Transfers*

Room transfers during the academic year will only occur if deemed necessary and the decision is left solely at the discretion of the Landlord. All transfers will result in a fee as noted on the Transfer Request Form. All transfers must be approved and coordinated by the Landlord.

**4. PAYMENTS**

Rent shall be paid on the first calendar day of the month. Rent shall be paid by cash, Visa, MasterCard, American Express, Debit or cheque. Should the Tenant pay the Rent with post-dated cheques, such cheques shall be delivered to the Landlord on or before the commencement date or the date of execution of this Lease Agreement, whichever is earlier, and the Tenant will replace or provide subsequent post-dated cheques thereafter. The Tenant will not be reminded to pay the Rent if post-dated payments run out. Failure to pay Rent by the 1<sup>st</sup> of each month may result in a Late Payment Fee (“LPF”).

Outstanding Rent owing, without a previously agreed upon payment plan, is considered a substantial breach of this Lease Agreement and may result in efforts by the Landlord to terminate the tenancy (as per Clause 12 of this Lease Agreement).

#### **5. LIABILITY FOR RENT AND OUTSTANDING ACCOUNTS**

The Tenant shall pay to the Landlord interest at a rate equal to one-and-a-half (1.5) percent per month (18% per annum) on all outstanding Rent or other amounts payable by the Tenant to the Landlord.

- a. If for any reason it is necessary to calculate the Rent for a period of less than one month, the same shall be calculated on the basis of 1/30 of the Rent being payable for each day of the month. In the event the commencement date occurs other than on the first day of the month, the first instalment of Rent paid by the Tenant in accordance with Clauses 4 and 5 shall be based on the period from the commencement date and including the last day of the month in which the commencement date occurs.
- b. If the Tenant does not take possession of the Premises or breaches any term, condition, or covenant of this Lease Agreement, prior to taking possession of the Premises, one month's rent as per Clause 4 will be forfeited by the Tenant to the Landlord.

#### **6. RESIDENCE DEPOSIT**

The Tenant's Residence Deposit is to be held with the Landlord as a reservation fee prior to move-in. (For cancellation policies on the Residence Deposit, visit [residence.ualberta.ca](https://residence.ualberta.ca)). At the end of the Term, or upon early termination of this Lease Agreement the Residence Deposit shall be returned to the Tenant by the Landlord after application of the Residence Deposit toward payment of the cost of cleaning the Premises, the cost of repairing damage which occurred to the Premises during the Term of this Lease Agreement, and/or toward payment of outstanding Rent.

#### **7. UTILITY CHARGES**

The Landlord will pay for water, sewage, power, heat and all property taxes relating to the Premises, and the Tenant will pay any and all other applicable charges.

#### **8. ADDITIONAL COVENANTS**

The Tenant will:

- a. use the Premises for residential purposes only and ensure that no pets or other animals, firearms, weapons, illegal drugs, drug paraphernalia, flammable substances or hazardous materials (including but not limited to, the use of candles and incense) are allowed in or on the Premises.
- b. not perform illegal acts or carry on an illegal trade, business or occupation in the Premises or in the Residence.
- c. not permit Visitors/Guests to stay in the Premises for longer than as set out in the definition above.
- d. ensure all Visitors/Guests of the Resident comply with all policies, procedures, and expectations communicated by the Landlord. The Landlord reserves the right to revoke visiting privileges of any individual at the sole discretion of the Landlord.
- e. limit the sleeping area to the bedroom(s).
- f. keep the Premises in a clean, neat and tidy condition and in good repair (including in compliance with all fire, health and insurance requirements); reasonable wear and tear is expected.
- g. surrender the Premises in a clean, orderly and habitable state, reasonable wear and tear excepted, and pay any late vacate charges, insufficient fund charges and/or late payment fees, as published and amended from time to time on the Landlord's website.
- h. comply with all applicable federal, provincial, and municipal legislation and refrain from any act and not permit others to commit any act which may or could constitute a nuisance or a disturbance to neighbours or other Tenants or cause damage to adjoining premises, the Premises or the Residence.
- i. give the Landlord immediate written notice of any breakage or damage in or to the Premises, or the Residence, including but not limited to, any breakage or defect in water pipes, fire alarm systems, gas pipes, heating or air conditioning equipment, appliances, or fixtures.
- j. obey and observe the Community Standards and House Rules (see Clause 9).

- k. not, in any significant manner, interfere with the rights of either the Landlord or other Tenants in the Premises and Residence.
- l. not endanger persons or damage property in the Premises and Residence.
- m. not physically or verbally abuse, assault, or threaten the staff of the Landlord or any other students, Tenants or guests.
- n. cooperate with University processes and procedures to ensure timely resolution of issues.
- o. report any open and vacant rooms to Residence Services.
- p. not enter or store his or her belongings in a room that is unlocked, including a room within the Premises.
- q. give the Landlord immediate written notice of the presence of mice, bedbugs, cockroaches, pharaoh ants, or any other pests within the Premises, and comply with any pest control treatment instructions provided by the Landlord.
- r. alert Residence Services and (where applicable) any roommates in the event the Tenant is going to be away for a period of seven (7) days or more.
- s. provide to the Landlord a written list, including the full name and date of birth, of all Authorized Occupants in the Premises. It is also the responsibility of the Tenant to inform the Landlord of any changes to the list of Authorized Occupants within five (5) business days of the change. All Authorized Occupants shall be subject to the terms and conditions of this Lease Agreement in the same manner as the Tenant.
- t. not conduct or arrange with a contractor any repairs, renovations or modifications to any pre-existing structure, wiring or plumbing in the Premises.
- u. not install or allow third parties to install washing machines, clothes dryers, air conditioners, dishwashers, or any other appliance not previously approved in writing by the Landlord.

## **9. COMMUNITY STANDARDS AND HOUSE RULES**

As part of their obligations, the Tenant agrees to adhere to and comply with all [Community Standards and House Rules](#), which include, the Code of Student Behaviour, the Application, the Information Technology Use and Management policy and the various policies, rules and regulations made from time to time by the Landlord (collectively the "Community Standards and House Rules"). The Community Standards and House Rules, as made, amended or supplemented by the Landlord from time to time, are incorporated by reference as part of this Lease Agreement and are enforceable as part of this Lease Agreement. By agreeing to this Lease Agreement, the Tenant acknowledges that it is the Tenant's responsibility to become familiar with the Community Standards and House Rules, which are updated and published on the Residence Services website.

## **10. STUDENT STATUS AND EMPLOYMENT BY LANDLORD**

The Tenant represents and warrants to the Landlord that throughout the Term of this Lease Agreement the Tenant satisfies one of the following pre-conditions to this Lease Agreement:

- a. the Tenant is registered as a full-time student (as defined by the Office of the Registrar) at the University of Alberta, or
- b. the Tenant is otherwise approved by the Landlord, in the Landlord's sole and absolute discretion, it being understood that full-time students at the University of Alberta are given priority with respect to available accommodation.

If the Tenant fails to maintain full-time student status or status expressly approved by the Landlord at the time of the assignment to the Premises, the Tenant shall immediately notify the Landlord in writing of the change in status. The Landlord will also conduct periodic checks on the student status of all Tenants during the Term. Failure to maintain student status constitutes a substantial breach by the Tenant of this Lease Agreement, and may result in Termination by Landlord (see Clause 12).

In addition to the above, if the Tenant is employed by the Landlord in a student leadership role and ceases to be employed in that role during the Term, the Landlord may, in its sole and absolute discretion, require the Tenant to move to a different unit.

## **11. TERMINATION OF TENANCY BY TENANT AFTER TAKING OCCUPANCY**

- a. If the Tenant elects to terminate this Lease Agreement prior to the end of the Term, the Tenant must pay the full Rent up to the end of the Term, which will include all amounts owing as Rent, any re-rental fees and other amounts payable.
- b. The Tenant may terminate this Lease Agreement prior to the end of the Term, by giving the Landlord written notice of their intention to do so (using the "Notice to Vacate" form) at least thirty (30) days prior to moving out. The Tenant will be required to meet with Residence Services staff when completing the Notice to Vacate form.
- c. The Tenant must move out of the Premises and return all keys and access cards where applicable before 12:00 noon on the date indicated on the Notice to Vacate and no later unless previously agreed to in writing by the Landlord. Failure to return all keys and access cards will result in the Tenant being charged an improper move out fee in addition to all other applicable charges and amounts owing.

## **12. TERMINATION BY LANDLORD**

If the Tenant fails to adhere to the Community Standards and House Rules, or fails to perform and observe any of the terms or conditions of this Lease Agreement, the Landlord, at its option and in its sole discretion, may take steps to terminate the Term created by this Lease Agreement by giving the Tenant written notice of the Landlord's intention to do so, and/or may pursue any and all of its rights and remedies under this Agreement or at law. After such notice and the expiration of the notice period provided for therein, or immediately upon the abandonment of the Premises by the Tenant, the Landlord may re-enter the Premises and the Tenant shall have no further rights or interest in the Premises. The Tenant is liable to pay all legal costs incurred by the Landlord in enforcing the provisions of this Lease Agreement including obtaining possession of the Premises.

## **13. DAMAGE AND CLEANING CHARGES**

The Landlord may, at its option and in its sole discretion, make any repairs to the Premises that it considers necessary or appropriate.

Repairs carried out by the Landlord that are necessary due to the willful act(s) or negligence of the Tenant, any Authorized Occupants, or anyone permitted by the Tenant to be upon the Premises or Residence, or for whom the Tenant is responsible, shall be carried out by the Landlord at the expense of the Tenant or Tenants, where the offending individual(s) cannot be identified. Charges for damages shall be paid by the Tenant to the Landlord within fourteen (14) days following demand by the Landlord.

## **14. SMOKING REGULATIONS**

The Premises and the Residence are designated non-smoking areas. Smoking, within the Premises or anywhere else in the Residence is strictly prohibited. Smoking is also prohibited within five (5) meters of doors, windows and fresh air intakes of Residences. Pursuant to University of Alberta policy, these smoking regulations also apply to e-cigarettes.

## **15. UNIT CONDITION REPORT**

Within seven (7) days of the Tenant taking possession of the Premises, the Landlord and Tenant shall complete a Unit Condition Report detailing the condition of the Premises and the Landlord shall provide the Tenant with an online copy of the Unit Condition Report. At the expiration or earlier termination of this tenancy, the Landlord and the Tenant shall complete an additional Unit Condition Report on or within seven (7) days after the Tenant gives up possession, and such report shall be conclusive evidence of the state of the Premises at the expiration or termination of the Lease Agreement. An online copy of the additional Unit Condition Report shall be provided to the Tenant.

## **16. LANDLORD'S RIGHT OF ENTRY**

Landlord authorized personnel will enter the Premises without prior notification if there are reasonable grounds to believe that an emergency requires the Landlord to enter the Premises, or that the Tenant has abandoned the Premises. For all other reasons, including the completion of maintenance repairs requested by the Tenant through the submission of a Maintenance Request, the Landlord will provide the Tenant with twenty-four (24) hours' notice.

## **17. INSURANCE**

It is strongly recommended that the Tenant takes steps to ensure that all of the Tenant's personal effects in the Premises (including all Residence buildings) are covered for all risks of physical loss or damage by their own personal tenant's insurance policy. The Tenant is urged to obtain personal insurance that covers:

- a. All risks of physical loss or damage to the Tenant's own personal property;

- b. The Tenant's legal liability for causing physical loss or damage to the property of others, University property, or for causing bodily injury to others.

Insurance may be available as an extension of the Tenant's family's home insurance policy or, if this is not an option, the Tenant should obtain his or her own personal tenant's insurance policy. Pursuant to this Agreement, the Landlord will not be responsible for any loss or damage incurred to the Tenant's personal effects.

#### **18. INDEMNIFICATION PROVISION**

Notwithstanding any other provision of this Lease Agreement, the Tenant shall be liable to the Landlord for and shall indemnify and hold harmless the Landlord from and against; any and all liabilities, claims, suits, costs, damages, amounts penalties and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages, and expenses of the Landlord including costs as between a solicitor and his own client) of any nature whatsoever which may be brought or made against the Landlord, or which the Landlord may pay or incur as a result of or in connection with:

- a. any breach, violation, or nonperformance of any covenant, condition, or agreement in this Lease Agreement set forth and contained on the part of the Tenant to be fulfilled, kept, observed, and performed;
- b. any damage to property, including property of the Landlord, occasioned by the Tenant, any Authorized Occupants, or their Visitor/Guest or by their use or occupation of the Premises, common areas or Residence; or
- c. any injury to person or persons, including death resulting at any time therefrom, occasioned by the Tenant, any Authorized Occupants, or their Visitor/Guest or by their use or occupation of the Premises, or Residence, such indemnity and save harmless to survive the expiration or termination of the tenancy hereunder. For the purposes of this Clause, Visitor/Guest means anyone permitted by the Tenant to be upon the Premises, common areas, and Residence or for whom the Tenant is responsible.

#### **19. FORCE MAJEURE**

To the extent that the Landlord is unable to fulfill, or is delayed or restricted in fulfilling its obligations under this Lease Agreement by any cause beyond its control, the Landlord shall be relieved from the fulfillment of its obligations hereunder. For the purposes of this Lease Agreement, force majeure shall mean a cause or event that is not reasonably foreseeable or otherwise beyond the Landlord's control including, but not limited to, fires, floods, earthquakes, tornadoes, and other acts of God, or acts of war. Additionally, and without restricting the generality of the foregoing, the University shall not be responsible for failing to meet its obligations under this Lease Agreement due to a strike by its employees, a lockout of employees by the University and/or any other form of job action or labour unrest, intervention by civilian or military authorities or governmental legislation.

#### **20. WAIVER**

Failure of the Landlord to exercise any right given it under the terms of this Lease Agreement shall not be construed as a waiver by the Landlord of that right or breach or of any subsequent breach by the Tenant. Violation of this Lease Agreement will be dealt with as a breach of this Lease Agreement.

#### **21. LIABILITY OF LANDLORD**

The Landlord, its agents, servants and employees shall not be liable or responsible in any way for:

- a. any loss, injury, death or damage to persons, or property belonging to the Tenant or to any other person (including any Authorized Occupant(s)) including any property entrusted to the care or control of the Landlord, its agents, servants, or employees; or
- b. any consequential or indirect damages or personal or consequential injury of any nature whatsoever that may be suffered or sustained by the Tenant, any Authorized Occupant(s), any agent or invitee of the Tenant or any other person who may be upon the Premises, common areas, adjoining premises, the Residence or the property of which the Premises forms a part; as a result of any cause whatsoever, including without limitation, negligence, willful misconduct or gross neglect of the Landlord its agents, servants, employees, or contractors.

#### **22. ABANDONED GOODS**

The Landlord is not responsible for Abandoned Goods. The Landlord will dispose of Abandoned Goods as per the specified process adopted by the Landlord and section 31 of the *Residential Tenancies Act*. Any costs incurred by the Landlord to move, store and/or dispose of the Abandoned Goods will be charged to the Tenant(s).

#### **23. NOTICES**

Any notice by the Tenant to the Landlord shall be sufficiently given if delivered in writing to Residence Services, University of

Alberta, Edmonton, Alberta, T6G 2H6, or to such other address as might be designated in writing by the Landlord from time to time. Any notice by the Landlord to the Tenant shall be sufficiently given if delivered to the Tenant at the Premises or as outlined in the [University of Alberta Electronic Communications Policy](#).

#### **24. ELECTRONIC CONTRACT AND GOVERNING LAW**

The Tenant acknowledges that they have reviewed this Lease Agreement and any applicable policies and procedures including the Community Standards and House Rules and that this Lease Agreement meets the requirements for electronic contracting in the jurisdiction where the Premises is located and they expressly acknowledge receipt of a copy of this Lease Agreement. The Tenant expressly consents to contracting electronically with the Landlord. The parties have required that this Lease Agreement and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais. This Lease Agreement shall be governed by the laws in force in the Province of Alberta and the laws of Canada applicable therein.

#### **25. UNIVERSITY WIRELESS SERVICE**

University Wireless Service (UWS) is broadcast in all University of Alberta residence buildings (except Newton Place, Michener Park and East Campus Village Houses). The Resident agrees that any student owned or third party device interfering with the UWS signal must be switched off. Residents that choose to subscribe to a third party Internet Service Provider (ISP) are instructed to ensure that the wireless feature of the third party router or switch must be turned off at all times.

#### **26. INVALIDITY**

If any term, covenant, or condition of this Lease Agreement is found to be invalid or unenforceable, the remainder of this Lease Agreement shall not be affected thereby and shall be enforceable to the extent permitted by law.

#### **27. GENDER LANGUAGE AND JOINT/SEVERAL LIABILITY**

Whenever the plural is used the same shall be construed as meaning the singular and vice versa. In cases where gendered language is used, the masculine shall be construed as meaning the feminine as the sex or context requires; the masculine or feminine shall also be construed as meaning non-binary gender identities as appropriate. If this Lease Agreement is entered into by more than one person, all covenants and agreements in this Lease Agreement shall apply jointly and severally.

*This document was produced by Residence Services, University of Alberta, Edmonton, Alberta Canada T6G 2H6 Revised March 2017.*

*The personal information requested as part of the Residence application process has been collected under the authority of Section 33(c) of the Alberta Freedom of Information and Protection of Privacy Act and will be protected under Part 2 of that Act. It will be used for the purpose of administering student housing and upon graduation for alumni engagement and philanthropic activities. Questions concerning the collection, use or disposal of this information should be directed to our FOIPP Liaison Officer at [housing@ualberta.ca](mailto:housing@ualberta.ca)*

**By clicking "I Agree" in the online Confirmation Contract, I agree to all of the terms and conditions of the Lease Agreement, the Community Standards and House Rules, the application procedures and the cancellation policy.**

By clicking "I Agree" in the online Confirmation Contract, I am affirming that the Landlord will not be responsible for any loss or damage incurred to my personal effects and that it would be my sole responsibility to obtain and maintain a personal tenant's insurance policy.

**If you DO NOT agree and have questions with respect to any of these terms and conditions and policies, DO NOT click "I Agree" and contact Residence Services immediately at [housing@ualberta.ca](mailto:housing@ualberta.ca).**

**By clicking "I Do Not Agree" my room reservation will be lost and this agreement will be null and void.**