

RESIDENTIAL TENANCY AGREEMENT (Fixed Term Tenancy)

This Agreement made in duplicate on **{{New_Check_In_Date1}}** (Month/Date/Year) between:

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

A corporation continued by The Post-Secondary Learning Act, SA 2003, Chapter P-19.5
(Hereinafter called the Landlord)

And

{{Name_First}} {{Name_Last}} UCID: {{Student_Number}}

(Hereinafter called the Tenant)

THE GOVERNORS OF THE UNIVERSITY OF CALGARY ("UNIVERSITY OF CALGARY") AND THE TENANT AGREE THAT:

Definitions

1. In this Agreement,
 - a. "Business Day" means any day, excluding Saturday, Sunday, and days listed as holidays in the University of Calgary Calendar and any other days determined by Residence Services not to be a Business Day;
 - b. "Premises" means residence unit in the University of Calgary Residence Complex assigned by the University of Calgary to the Tenant;
 - c. "University of Calgary Residence" includes Global Village, Aurora, Crowsnest, Cascade, Glacier, Kananaskis, Olympus, Rundle, and Yamnuska Halls; the Dining Centre; all connecting tunnels; all building entrances and the courtyards; and Varsity Courts;
 - d. "Landlord" means the University of Calgary Residence Services
 - e. "Tenant" shall be an approved resident by Residence Services who hold a current Residential Tenancy Agreement.

Residential Tenancies Act

2. The Parties will comply with the *Residential Tenancies Act* (Alberta).
3. Both the Landlord and Tenant recognize that the Tenancy created by this agreement is governed by the *Residential Tenancies Act* and if there is a conflict between the act and this agreement, the act prevails.

Premises

4. The Landlord leases the following unit, hereinafter called the Premises, to the Tenant, subject to the terms and conditions of this Agreement and the Residential Tenancies Act of Alberta:
{{Street}} Calgary AB Canada {{Zip_Postcode}}
5. The premises only includes the house and attached patio in Varsity Courts. This does not include any border or fencing around the patio. Some units in Varsity Courts currently have brick walls and gates around the patio; those may be removed during the tenure of this lease at the Landlord's sole discretion.

Primary Residence

6. The Premises are for use and occupation only as a residence.
7. The Premises must not be used for an office, place of business or any purpose other than as a residence.

Living in Varsity Courts

8. It shall be understood throughout the tenancy that Varsity Courts is a private community operated by the Landlord, and as such living there is a privilege, as opposed to a right.
9. It shall also be understood that the Landlord is prohibited by law from subsidizing rental fees for housing.

Limitations of Liability

10. The Landlord assumes no responsibility or liability for losses or damages to personal property.

Representations of the Tenant

11. The Tenant and her/his spouse or common-law partner and/or her/his children must reside at the Premises full-time.
12. The Tenant must be affiliated with the Landlord in one of the following ways for the entire duration of the occupancy period:
 - a. enrolled as a full or part time student pursuing a degree program;
 - b. postdoctoral scholar or fellow;
 - c. researcher;
 - d. intern;
 - e. full time staff or /faculty member
 - f. visiting scholar
 - g. medical fellow/trainee

Covenants of the Resident

13. The Resident shall comply with the University of Calgary Residence Community Standards posted on the University of Calgary Residence Services website, as modified from time to time. The Resident acknowledges and agrees that:
 - a. The Residence Community Standards is a legally binding appendix to this Agreement and includes procedures and sanctions to address breaches of Residence Services Agreements;
 - b. The Resident has read the Residence Community Standards and shall comply with all policies and community standards as outlined therein; and
 - c. Failure of the Resident to read the Residence Community Standards shall not excuse the Resident from compliance.

Fees

14. The Tenant must pay to the Landlord at the Student Family Housing Office a rental fee of **\${{Room_Rate_Amount}}** per month on or before the first day of every month.
15. Failure to pay rent in full when due shall result in a late-rent fee of one percent of the owing amount per month. At the Landlord's discretion, failure to pay rent in full may result in a termination of tenancy. Failure to pay rent or other amounts owed in full may also result in placing the Tenant's file with the Landlord's Registrar's Office on academic withhold. The Landlord may also initiate court action.

Fixed Term

16. This Agreement grants a twelve (12) month fixed term tenancy commencing on **{{New_Check_In_Date1}}** (Month/Date/Year) at noon and ending on **{{New_Check_Out_Date1}}** (Month/Date/Year) at noon.
17. No notice regarding the termination of the tenancy shall be provided by the Landlord, and no notice to vacate upon the termination of the fixed term is required from the Tenant. It shall be understood throughout the tenancy that the Tenant must vacate the premises by noon on the last day of the fixed term.

Renewal

18. The Tenant may request a new tenancy by emailing the Landlord at least 30 days prior to the end of the fixed term. A request for a new tenancy shall not in any way extend the current fixed term or the Tenant's obligation to vacate the premises by noon on the last day of the fixed term.
19. It shall be the Landlord's sole discretion whether or not to offer a new tenancy.
20. If the Landlord offers a new tenancy, there shall be a new tenancy agreement.

Termination of the Agreement by the Landlord

21. The Landlord may terminate the tenancy prior to the end of the fixed term by serving a written notice of termination to the Tenant on or before the first day of a notice period set out in the *Residential Tenancies Act* to be effective on the last day of the notice period.

- a. Notice may be served for reasons set out in the legislation, including termination by reason that the Tenant is no longer eligible to live in Varsity Courts or shall no longer be eligible when the notice period has passed

Termination of the Agreement by the Tenant

22. The Tenant must provide a complete and signed Landlord's Vacating Notice Form to terminate their fixed term lease prior to the leases end date. There will be a contract breaking fee that equals one month's rent if the Tenant ends the tenancy prior to the end of the tenancy agreement.
23. If the Tenant needs to terminate their fixed term lease prior to the end of the tenancy agreement, due to one of the following conditions, the contract breaking fee will be waived, provided the Tenant supplies proper documentation along with the Landlord's Vacating Notice Form:
 - a. Medical reasons, where the Tenant has provided a medical certificate from their family physician, medical specialist or psychiatrist stating the reasons as to why the Tenant ought not to continue residing in the Premises;
 - b. Proof of termination
24. The Tenant must provide a complete and signed Landlord's Vacating Notice Form, on or before the last day of a calendar month to be effective on the last day of the next calendar month.

Utilities & Services

25. The rental fee includes the cost of water and sewer service, electricity and heating supplied to the Premises without limitation.
26. Any and all other services, such as telephone, cable television or Internet shall be arranged independently by the Tenant at her/his sole expense.
27. The Landlord reserves the right, in its sole discretion, to prohibit any service that adversely impacts the facilities or community.

Appliances & Furniture

28. The Landlord shall supply to the Tenant a refrigerator, range, oven, and blinds that are reasonably clean and in reasonably good state of repair.
29. The Tenant must keep these items reasonably clean, and in reasonably good state of repair.

Inspections

30. The Landlord and Tenant must complete an inspection of the Premises on or before the day the Tenant takes possession of the Premises and on or after the day the Tenant vacates the Premises.
31. The Landlord shall provide the Tenant in each instance with an Inspection Report describing the condition of the Premises.

Security Deposit

32. The Tenant must pay to the Landlord a security deposit of \$1000. Receipt of the security deposit is hereby acknowledged by the Landlord. The Landlord may deduct from the security deposit any amount deemed necessary to provide for:
 - a. Repairing damage caused by the Tenant, her/his family members or her/his guests to the building of which the Premises forms a part, to any common areas or to other items leased pursuant to this Agreement, normal wear and tear excepted;
 - b. Cleaning the Premises, normal wear and tear excepted;
 - c. Rental fees owing to the Landlord upon the termination of this tenancy;
 - d. The discharge of any other obligations or liabilities of the Tenant to the Landlord.
33. Interest earned on the Security Deposit shall be at the rate prescribed by the Government of Alberta, compounded for the duration and paid at the end of the tenancy.
34. The Tenant is responsible for any outstanding amounts that exceed the security deposit.

Residence Services Right of Entry

35. The Tenant acknowledges that the Landlord shall have the right to enter the Premises after giving a 24-hour written notice to the Tenant, either in person, by posting the notice on the door to the Premises or via an email address provided by the Tenant.
36. The Tenant consents to the Landlord, or its agents, entering the Premises for the purpose of inspecting the condition of the Premises without notice or consent:
 - a. When a Tenant submits a request for maintenance or other facilities services;
 - b. When there is reason to suspect a threat to a person's health or safety;
 - c. When there is reason to suspect an occurring or potential facilities hazard, for example, pests, water damage or fire safety;
 - d. When the Tenant has abandoned the Premises; or
 - e. When Tenant is suspect to a violation of this Agreement, a University policy or an applicable law/bylaw.

Insurance

37. The Tenant shall supply proof of insurance prior to the Tenant taking possession of the Premises to the satisfaction of the Landlord:
 - a. Liability insurance to a minimum limit of one million dollars (\$1,000,000.00) to cover any liability arising from their actions in the Premises or the Landlord's Residence; and
 - b. Obtain the requisite insurance for the Tenant's personal property, which must include coverage for sewer back-up.
38. The Tenant must maintain this insurance coverage throughout the period of stay and failure to maintain said insurance may result in the immediate termination of this Agreement.
39. The Tenant shall provide proof of valid insurance at any time during the term of this Agreement, if so requested by the Landlord. The Tenant has the option to sign an Authorization Form to allow the Landlord to verify the insurance directly with their insurer.
40. Should the Tenant cancel their insurance policy at any time during the term of this Agreement, they must provide the Landlord with a copy of the new insurance at least 7 days prior to the cancellation of the original insurance.
41. The University of Calgary's failure to request proof of insurance shall not constitute a waiver of the requirement to maintain said insurance.
42. The Tenant expressly acknowledges and agrees that the University of Calgary shall not be liable or responsible in any way for any loss or damage to property belonging to, under the control of or in the possession of the Tenant or any invitee of the Tenant.
43. The Tenant waives any and all of its rights of recovery against the University of Calgary with respect to any loss or damage to personal property located on or about the Premises or within the University of Calgary Residence.
44. For greater certainty, this section shall survive the expiration or termination of the Agreement.

Vacant Possession

45. Where this Agreement is terminated, the term of the Agreement has expired, or the Tenants Premises is reassigned by The Landlord, the Tenant shall:
 - a. vacate the Premises, leaving all of the Premises' fixtures in it completely clean and in good condition, reasonable wear and tear excepted; and
46. Where the Tenant does not vacate the Premises in accordance with this Agreement:
 - a. The Landlord or its agents may enter and occupy the Premises, and
 - b. The Tenant shall pay the University of Calgary for any occupation of the Premises beyond the date vacancy is required by this Agreement.
47. Where the Tenant has breached this Agreement, the Tenant shall pay to the Landlord all costs incurred by the Landlord to rectify the breach.

Facilities

48. The Tenant must immediately report to the Landlord any current or potential facilities problem within the Premises. Failure to report facilities problems shall render the Tenant responsible for any associated costs. The following are prohibited:
- failing to close windows when the exterior temperature is below zero
 - using showers without properly using a shower curtain
 - mounting televisions, monitors or other items on walls or ceilings
 - painting any surface, including the use of window paint
 - disposing of oil, grease or any other unacceptable substance in a drain
 - Cooking that produces grease-laden vapors is prohibited
 - using appliances or electronics that are not CSA or UL certified
 - using small kitchen appliances anywhere other than kitchens
 - altering or connecting anything to a plumbing component, including but not limited to faucets or toilets
 - altering or overloading any electrical component, including but not limited to outlets, panels or wiring
 - altering, connecting to or otherwise interfering with Information Technology equipment
 - Nothing may be posted on any fire safety item, common area walls, doors or windows
 - Any form of soliciting, surveying, polling or commercial activity, whether advertising, selling or otherwise, is prohibited throughout the Residence Complex.
49. The Tenant shall be responsible for all maintenance or housekeeping costs incurred due to negligence or misconduct on the part of the Tenant, her/his family members or her/his guests, whether in the Premises, another unit or common areas. The initial basis for determining maintenance and housekeeping costs shall be the current edition of the Residence Services Housing Policies

Basement

50. The basement of the Premises is not in any way a living area.
51. The Tenant must not, for example, use the basement as a bedroom, recreational room or office.
52. The Tenant must ensure that nothing is placed within one meter of the furnace, water heater or electrical panel. Nothing can be placed within two meters of the drain.
53. From time-to-time, especially during periods of heavy rain, water may enter the basement. The Tenant acknowledges that the Landlord may not be able to fix water-entry problems. The Landlord shall not be responsible for items damaged by leaks or flooding.

Laundry

54. Laundry machines and clothing dryers are prohibited on the Premises.
55. Use of laundry room facilities is at the Tenant's own risk. The Landlord shall not be responsible for items lost or damaged as a result of using laundry room facilities.

Cleanliness and Disposal

56. The Tenant must maintain the Premises, including the patio, in reasonably clean and sanitary condition, similar to the condition at move-in, normal wear and tear excepted.
57. The Tenant must properly dispose or remove all of her/his refuse in a timely fashion. All garbage must be securely wrapped, tied and placed inside a garbage bin. Recyclables must be placed in a recycling bin. Compostables must be securely wrapped, tied in a compostable bag and placed inside a composting bin. Garbage, recycling and composting must not be disposed or stored anywhere other than designated areas. Disposal of items too large for a garbage bin is the Tenant's responsibility. The Tenant must not in any way encumber any common area with any refuse.
58. When vacating, the Tenant must ensure that the Premises meets the standards for cleanliness set out in the Landlord's Move-Out Unit Cleanliness Form

Parking

59. No parking is guaranteed. However, the Tenant may be provided one parking permit for a fee, subject to the Landlord's conditions.
60. The permit may be for a parking space that includes an electrical outlet.
61. Permits are provided at the Landlord's sole discretion and may be revoked at any time.
62. No component of the rental fee corresponds to a parking fee.
63. Permits for additional vehicles and visitors must be purchased at the Tenant's expense.
64. The Tenant shall be responsible for any permit renewal requirements and any fees associated with lost permits.
65. The Landlord retains the right to remove unlicensed or inoperable vehicles from Varsity Courts and such removal shall be at the Tenant's expense.
66. Parking on sidewalks or inside courtyards is prohibited throughout the community at all times, regardless of circumstances.
67. Use of any parking space is at the Tenant's own risk.
68. The Landlord is not responsible for clearing parking spaces, including removal of snow or ice.
69. The Landlord is not responsible for any loss or damage to personal property, including vehicle vandalism.

Subleasing & Visitors

70. The Tenant shall not have the right to assign or sublease the Premises without the Landlord's prior written consent. Any proposed sublease must meet the same eligibility requirements as the Tenant.
71. The Landlord's prior written consent is also required for visitors staying more than 7 days. No visitors shall be allowed to stay for more than 5 weeks. These requirements apply regardless of whether the days or weeks are consecutive. Tenants are always responsible for the conduct of any visitor they allow into the Family Housing complex. Tenants who violate visitor regulations or permit entry to somebody who has been banned may have their visitor privileges revoked.

Pets

72. All pets are prohibited, except fish kept in an aquarium with a volume equal to or less than 25 litres.

Prohibited Items

73. It is prohibited to store or use any of the following:
 - refrigerators or freezers other than those provided by the Landlord;
 - hot plates other than those purchased from the Landlord;
 - electric water dispensers, dishwashers, power tools or large appliances;
 - alcohol containers with a volume equal to or greater than two litres, and all liquid containers with a volume greater than four litres;
 - all drugs, except for over-the-counter medications or prescribed medications (strictly limited to the terms of the prescription);
 - items which may reasonably be construed as paraphernalia for drugs or rapid and/or excessive alcohol consumption; and items which may reasonably be construed as weapons, including swords, air guns, or paintball guns;

Abandonment

74. Should the Tenant fail to take possession of the Premises at the commencement of the term of this Agreement or abandon the Premises before its expiration,
 - a. The Landlord may take possession without notice; or re-let the Premises on such conditions as the Landlord may deem advisable, without prejudice to the Landlord's right to recover rent which may be owing and without prejudice to any claim for damages.

Abandoned Property

75. The Landlord will follow the Residential Tenancies Act for any property left behind after a tenant vacates the Premises.

Charges

76. All expenses incurred by the Landlord as a result of a tenant or their guest(s) not complying with the Residence Community Standards, Tenancy Agreement and Residential Tenancies Act may be charged back to the Tenant. This includes labour, materials and/or administrative expenses associated with confiscation, damage, disposal, fire safety, housekeeping, property loss or storage.

Compliance and Identification

77. Tenants must comply with any reasonable request from a staff person.
78. It is prohibited to impede a staff-person in the reasonable performance of their duties.

Doors

79. Tenants must leave all doors locked whenever they are not at home. Tenants will be held responsible for problems such as vandalism that occur inside their townhouse when a door was left unlocked while the tenants were not at home.

Smoking Regulations

80. Smoking is prohibited in indoor areas and in outdoor areas that are located within 7.5 meters of indoor areas. The Tenant must not smoke in the Premises, another unit, or any indoor or outdoor common area, including the courtyards, sidewalks and playground. Smoking is only permitted outdoors at a minimum distance of 7.5 meters from any window, vent, and air intake or courtyard entrance. Tenants who smoke are responsible for ensuring that there is no significant odor of smoke, as determined by staff, in their units/rooms. A unit/room with significant odor of smoke will be treated as if smoking has occurred inside the premises. Devices that simulate smoking, including but not limited to electronic cigarettes and electronic hookah may be stored, but not used indoors.

Pests

81. Tenants must immediately report to Residence Services any observation or suspicion of pests, including but not limited insects or vermin. Tenants who fail to do so assume responsibility for all associated expenses. Tenants may be required to help prepare for pest treatments by packing and/or cleaning. Tenants may be required to leave for the Premises for up to eight hours for pest treatments, for example spraying. Staff may have to enter the Premises multiple times to monitor treatment progress and/or check for signs of recurrence. A treatment process may be required multiple times to thoroughly address a pest problem.

Windows

82. It is prohibited to unfasten or remove window screens or to drop or throw items from windows.
83. It is prohibited to enter or exit any building through a window, except during a genuine emergency.
84. It is prohibited to publish or display on or in windows anything related to alcohol, drugs or pornography.

Trespassing

85. Tenants cannot enter any other unit without the occupant's consent, even if the door is unlocked.
86. Tenants cannot enter any area designated as restricted (or using other such terminology). Such areas include construction areas, roofs, and ledges.

Storage

87. Residence Services accepts no responsibility for stored items. Tenants may not store items anywhere outside the Premises, other than areas designated for storage. Tenants who use designated areas, such as patio or basement, do so at their own risk. The Landlord may confiscate and dispose of items stored improperly.

Protection of Property

88. It is prohibited to use the Landlord's property for purposes other than those for which the property was intended.
89. It is prohibited to borrow or otherwise relocate private property, including the property of the Landlord, or of another tenant in the community, without the express consent of the owner. This includes signs and other furnishings.
90. Activity or negligence that harms or has the potential to harm the Landlord's, or another person's property is prohibited.
91. Vandalism is negligence or intentional activity that harms other people's property. It includes but is not limited to breaking furnishings and graffiti. Vandalism is prohibited.
92. Reckless use of water is prohibited.

Health and Safety

93. It is prohibited to endanger the health or safety of any person, whether through action or negligence. This includes situations where a person is unknowingly endangered, but the danger should reasonably have been recognized.
94. Tenants must abide by any health or safety directions issued by staff.
95. It is prohibited to use or threaten to use any weapon, imitation of a weapon and/or item that is created/intended to cause harm, or could be seen as intimidating, regardless of whether it is typically considered a weapon.

Noise

96. Calgary's bylaw for noise on residential properties will be applied to tenants living in Varsity Courts. The Tenant must not cause or permit noise in the Premises or any common area which, in the Landlord's opinion, unreasonably disrupts other tenants. According to the city's bylaw, quiet hours are:
 - Before 7 a.m. and after 10 p.m. Monday to Saturday;
 - Before 9 a.m. and after 10 p.m. Sunday and holidays.

Confidentiality

97. It is prohibited to share with others information about a person which may reasonably be deemed personal or private without that person's express consent, except to share concerns with staff about the well-being of the person. This includes but is not limited to information concerning health, academics, and relationships.

Correspondence

98. Any notice respecting this tenancy may be given to the Landlord via the address on the first page of this Agreement.
99. The Tenant acknowledges that any correspondence to the Landlord shall only be effective upon the date of actual receipt by the Landlord, regardless of when sent by the Tenant.
100. Notices may be given to the Tenant either in-person, by posting the notice on the door to the Premises or via an email address provided by the Tenant.

Binding Effect

101. This Agreement shall extend to, be binding upon and endure to the benefit of the heirs, executors, administrators, successors and assigns of each party hereto.

Observance of Laws

102. Such requirements as presently exist and may in the future be enacted in law with respect to the relationship between landlords and tenants, and with respect to such matters as health, smoking, sanitation, fire, housing, safety and noise standards shall be observed by the Landlord and Tenant.
103. The Tenant shall observe and keep all relevant provincial and municipal regulations.
104. Notwithstanding any other provisions for terminating this tenancy, if the Tenant, her/his family members or her/his guests break the law, whether in the Premises, another unit or common areas, it shall be

grounds for the Landlord to terminate this tenancy.

Additional Regulations

105. The Tenant must observe and comply with the following regulations. The Landlord may make reasonable variations, modifications and/or additions to these regulations from time-to-time. Written notice of any such change shall be provided by the Landlord to the Tenant. Notwithstanding any other provisions for terminating this tenancy, if the Tenant fails to observe or comply with any of these regulations, the Landlord may terminate this tenancy.
- b. The Tenant's children must not physically or verbally bully other children or exhibit behaviour which, in the Landlord's opinion, unreasonably disrupts other Tenants. The Tenant shall be responsible for supervising her/his children.
 - c. The Tenant must not place or expose any advertisement, either in the Premises or any common area; the Tenant must report any on-site solicitation.
 - d. The Tenant must not store any combustibles, or offensive goods or materials, in the Premises or in any common area.
 - e. The Tenant must not deep fry any food in an open vessel; use of a CSA-approved deep fryer away from open flames or heat sources is permitted.
 - f. The Tenant must not disconnect or in any way interfere with the smoke detectors in the Premises or fire alarms in common areas. The Tenant must test the smoke detector at least once per month. If the Tenant uses the fire extinguisher provided, it must be reported to the Landlord immediately.
 - g. The Tenant must not install any antennae, satellite dish, dishwasher, air conditioner, heating unit or waterbed.
 - h. The Tenant must not change any locks. The Landlord shall not change any locks in the Premises without providing a replacement key to the Tenant. The Tenant must pay a replacement fee for lost or damaged keys. The Tenant must not install extra deadbolts, chain locks or other such devices.
 - i. The Tenant must not alter or make any additions to electrical wiring, the electrical panel or any other component of the electricity system.
 - j. The Tenant must not use light bulbs that are inappropriate for the light fixtures; the maximum must be a 60 watt bulb or 23 watt compact bulb.
 - k. The Tenant must not alter or connect any device to any plumbing component, including but not limited to faucets, sinks, toilets, bathtubs, pipes or drains. The Tenant must ensure that no oil, grease or other unacceptable substance enters any plumbing component or fixture.
 - l. The Tenant must not attempt any structural alterations, painting or wallpapering.
 - m. The Tenant must not remove any blinds or drapes provided by the Landlord or cover windows in tinfoil, plastic or paper.
 - n. The Tenant must not verbally harass or harass by email any other resident or staff-person.
 - o. The Tenant must only use small picture hooks or nails, and only on drywall, for hanging items in the Premises.
 - p. The Tenant must observe and comply with any reasonable policies concerning the use and care of laundry rooms, lounges, courtyards, sidewalks, parking lots, the playground or any other common area; the Tenant must keep all common areas clean, tidy and free of any objectionable material.
 - q. The Tenant, and any visitors, must comply with all applicable policies posted on the Landlord's policies page at ucalgary.ca/policies.

Acceptance of this Agreement:

Landlord / Landlord's Agent

Date

I have read, understand and agree to the terms of this Agreement.

I acknowledge that in order for this Agreement to come into effect, the Landlord requires that the Tenant sign the copy of this Agreement that is on file at the Student Family Housing Office within two weeks of the move-in date. Failure to do so will mean that there never was a lease in place and I will have no right to occupy the Premises.

I acknowledge having received a copy of this agreement.

Signed by the Tenant in the presence of:

Witness

Tenant

Date