

## BCIT Student Housing Contract

This document is important – please read. This document is a legally binding license agreement between you and BCIT. This document, together with your offer letter and Student Housing Handbook, defines the terms and conditions applicable to your stay within BCIT Student Housing. This document also obligates you to comply with various standards and regulations for the duration of your stay within BCIT Student Housing. By signing this document you are:

- a) accepting an offer from BCIT for accommodation in Student Housing managed and operated by BCIT's Housing Office;
- b) incurring certain financial obligations to BCIT; and
- c) confirming that you agree to comply with the terms and conditions as set out in this License Agreement and the Student Housing Handbook.

### Definitions

In this License Agreement, the following words and expressions have the following meanings:

- a) "**License Agreement**" means this Student Housing Contract, as may be updated or amended by BCIT from time to time in accordance with Section 1 of this License Agreement, together with your offer letter;
- b) "**Contract Term**" means the term or period of time during which this License Agreement is in effect, as indicated in your Housing Offer letter;
- c) "**Housing Offer**" means the offer of housing delivered to you by BCIT via email;
- d) "**Move-In Date**" means the date and time indicated as the move-in date in your Offer letter or such earlier date as agreed upon in writing by you and an authorized representative of BCIT's Housing Office;
- e) "**Move-Out Date**" means the date and time indicated as the move-out date in your Offer letter, or such later date as agreed upon in writing by you and an authorized representative of BCIT's Housing Office;
- f) "**Student Housing Buildings**" means BCIT's SW10, SW11, SW12, SW13, SW14, SW15, and SW16.
- g) "**Housing Fees**" means the Student Housing fees payable by you to BCIT's Housing Office in connection with your room as set out in your Housing Offer, or otherwise payable by you to BCIT pursuant to this License Agreement including, but not limited to, costs associated extensions of the Contract Term, charges to your student account and any other amounts owed by you to BCIT as a result of a breach by you of this License Agreement or the Student Housing Handbook;
- h) "**Housing Handbook**" means the Student Housing Handbook, a copy of which has been made available to you in electronic form, as may be updated or amended by BCIT from time to time in accordance with Section 2 of this License Agreement; and
- i) "**BCIT**" means British Columbia Institute of Technology.

### 1. Contract Term

If you are accepting an offer from BCIT, this License Agreement will be valid for a period of time (referred to in this License Agreement as the "Contract Term") as indicated below:

\_\_\_\_\_ ("Move-In Date") and continuing until  
\_\_\_\_\_ ("Move-Out Date") or until this Agreement is terminated, whichever is sooner.

### 2. Amendments to License Agreement

BCIT may, at any time and from time to time, revise the terms of this License Agreement and/or the Student Housing Handbook by sending you an email notification of the applicable revision(s) to the email you provided. Any changes to this License Agreement or the Student Housing Handbook will be effective and binding on and from the date set out in BCIT's notification. If no date is set out in the notification, any changes will be effective one week from the date the notification was sent. Note that BCIT reserves the right to implement changes immediately when, in the opinion of the Assistant Director, Housing or his or her designate, the health or safety of any person may be adversely affected by a delay.

### 3. Assignment Policy

When assigning specific rooms or units, BCIT will not discriminate on the basis of race, colour, religion, place of origin, ancestry or sexual orientation. BCIT will attempt to accommodate special requests (e.g. single gender suite) but cannot guarantee any particular type of accommodation. This License Agreement is not void or voidable on the basis that you do not receive a particular type of accommodation.

BCIT reserves the right at any time and from time to time, with or without notice, to assign or change roommates or to change building, room or suite assignments to consolidate vacancies, or for any other purpose. BCIT is not responsible for any moving costs.

#### **4. Compliance with Laws, etc.**

You agree to comply with the terms and conditions of this License Agreement and the Student Housing Handbook, and to abide by all federal, provincial and local government laws, regulations and bylaws and all BCIT rules, regulations, policies and procedures as issued, amended, supplemented or replaced from time to time. To the extent that there is any discrepancy between matters dealt with both in this License Agreement and any other document published by BCIT's Housing Office, the provisions of this License Agreement will govern.

#### **5. Construction and Maintenance**

There may be ongoing maintenance, renovation and construction projects occurring in and around Student Housing Buildings from time to time. Construction and maintenance work generally occurs during regular business hours, but may at times begin earlier or extend into evenings or weekends, and ongoing projects will continue through exam periods. BCIT will take measures to ensure that prudent construction practices are followed, but there may be noise, dust and temporary interruption of some services. You may be required to temporarily or permanently relocate to facilitate construction or renovations to or around your Student Housing Building. There will be no compensation or reduction in Student Housing Fees due to any disruption or relocation associated with ongoing construction projects or maintenance requirements.

#### **6. Confirmation Payment and Damage Deposit**

You will pay a confirmation payment as per the terms in your Housing Offer letter. On the first day of the contract term, the confirmation payment shall convert to a portion of first month's rent for the unit and the damage deposit if your stay is 12 weeks or longer. If your stay is 12 weeks or longer, damage deposits will be maintained by BCIT for the duration of the Student Housing Contract. Damage deposits will not earn interest and are refunded after Move-Out date. Residents can participate in a move-out inspection upon move out to verify the condition of the unit upon Move-Out. The damage deposit, minus any outstanding fees or charges for damages, will be mailed as a cheque to the address listed in your myBCIT account after your Move-Out date.

#### **7. Damages and Costs**

You are responsible for all loss of property and damages (including all associated service or administrative costs) that you or your guest(s) cause to any Student Housing Building or other BCIT property, whether intentional or unintentional. BCIT will charge all related costs to your student account and will provide you with written notice of such charge. You agree to submit payment for these costs to BCIT on or before the payment deadline. You may be charged a late payment fee for any overdue payment, based on applicable policies and procedures as implemented by BCIT from time to time.

If BCIT is unable to determine who is responsible for damage, destruction and/or loss to a common area space, the cost of such damage, destruction and/or loss, and all related costs associated with cleaning and repair, may be divided and assessed equally between or among the students living within a particular unit (e.g. the suite) if BCIT's Housing Office staff reasonably believe that multiple students within the suite were involved.

#### **8. Denial of Other University Services**

In addition to any other remedies available to it pursuant to this License Agreement or at law, BCIT may suspend your student privileges and deny you student services if any Student Housing Fees, fees, assessments, damages, costs or other amounts owed by you to BCIT pursuant to this License Agreement remain unpaid, either during the Contract Term or after its expiry or sooner termination.

#### **9. Disclosure of Personal Information**

You hereby acknowledge and agree that BCIT may, in accordance with applicable privacy legislation, release your personal information:

- a) to your parents and/or guardians and/or designated emergency contact, in the event you become seriously ill or are involved in an emergency; and
- b) to third party authorities and other BCIT departments or services, if you are involved in criminal activity (including drug related activity) or threats to your own safety or the safety of others.

In addition, by accepting the terms and conditions of this License Agreement, you hereby grant to BCIT for the Contract Term, the right to contact and share personal information with your parents and/or guardians for the purpose of ensuring your safety and well-being, in the event you are involved in criminal activity (including drug related activity) or threats to your own safety or the safety of others.

## 10. Governing Law

This License Agreement will be construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

## 11. Insurance

BCIT carries insurance for its own benefit and does not provide you with general insurance, liability insurance or property insurance for your personal belongings. You are strongly advised to ensure that all of your personal effects used or stored anywhere within a Student Housing Building are covered by a private insurance policy covering both loss of personal property and liability for personal injury and property damage. Insurance may be available as an extension of your family's home insurance policy, or you can obtain your own insurance policy. You are advised to consult with your insurance agent to ensure you have appropriate coverage and that you understand the terms of your policy.

## 12. Liability

BCIT is not responsible for property belonging to you or any of your guests which is lost, stolen or damaged in any way, regardless of cause or location. BCIT is not responsible for any injury, death, damage or loss whatsoever caused to you or your guests while in or about any Housing Buildings or any BCIT campus or while engaged in activities organized or sponsored by BCIT. Without limiting the generality of the foregoing, BCIT shall not be responsible for injury, damage or loss to you or your guests due to:

- a) use of BCIT's facilities and equipment including, but not limited to, exercise equipment, sports equipment, barbecues, and tennis courts;
- b) participation in socials, dances, plays or other organized or sponsored activities; and
- c) participation in organized or sponsored off-campus activities including ski trips and tours.

You will not do, or permit to be done, any act or thing that may render void or voidable any BCIT insurance policy. You agree to indemnify and save harmless BCIT from and against any expense, loss or damage suffered by BCIT as a result of or in connection with your breach or non-performance of any term or condition of this License Agreement.

## 13. Moving In

You may check-in to your assigned room or unit by going to BCIT's Student Housing Office on your Move-In date as specified in your offer letter. You are required to check-in no later than your specified Move-In date. If you fail to check-in by the deadline without making arrangements for a late check-in with BCIT's Housing Office, this License Agreement will automatically terminate and you will forfeit your non-refundable Student Housing confirmation payment. BCIT will not accept personal property delivered to BCIT prior to your arrival.

## 14. Moving Out

You are required to vacate your assigned room or unit, and return all Student Housing keys to BCIT's Housing Office, by 12:00pm on the last day of the Contract Term. If you fail to do so without making arrangements for a late check-out with BCIT's Housing Office, you may be charged additional fees based on applicable policies and procedures as implemented by BCIT from time to time. You may also be charged for any fees incurred by BCIT in connection with providing alternate hotel accommodation to any new student scheduled to move in to your assigned room or unit, if applicable.

Your room or unit must be clean and tidy at the time of check-out. You must not leave any personal belongings in your room or unit, within any common areas or anywhere else within or around a Student Housing Building after your check-out. BCIT's Housing Office will consider any personal items to be abandoned and they will be removed and discarded and any costs associated with such removal will be charged to your student account.

After check-out, BCIT's Housing Office staff will inspect your room, together with any common areas, as applicable. The costs associated with any: (i) required cleaning services, (ii) missing items not documented on the Room inspection, and (iii) damage not documented on the Room inspection, will be charged to your student account or deducted from any refund of your Student Housing Fees, if applicable. Reasonable wear and tear is expected.

BCIT may deem your room or unit abandoned when:

- a) a substantial amount of your personal property is removed and your Student Housing Fees are unpaid after the date that they are due; or
- b) a substantial amount of your personal property is removed after your check out date has passed; or,
- c) your Student Housing Fees remain unpaid after the date they are due and BCIT has not received a response from you for a period of 10 days after sending you a notification via your myBCIT email.

If BCIT deems your room or unit to be abandoned, BCIT may re-enter your room or unit and, in addition to any additional rights that BCIT may have, may re-license your room or unit. In doing so, BCIT may re-enter the room or unit without notice or liability to you for any damage. You acknowledge and agree that in the case of abandonment, BCIT will remove and dispose of your personal property without compensation to you and will

not be obligated to store such belongings or to sell them or otherwise recover their value.

### **15. Overholding**

If you remain in occupation of your assigned room or unit after your Move-Out Date or your eviction date, no new right of occupation is thereby created and BCIT may, without notice, re-enter and take possession of your assigned room or unit, remove you and all other persons and property and use such force and assistance as BCIT deems necessary to retake possession of your assigned room or unit. In this situation, any Student Housing Fees processed through BCIT's online payment process or otherwise shall not be effective to create any new or continued right of occupation unless such right of occupation and receipt of payment are expressly acknowledged by the Assistant Director, Housing or his or her designate. If the Assistant Director, Housing or his or her designate has provided such written acknowledgement, then any right of occupation that is thereby created shall be for the period contained in such written acknowledgement, at the Student Housing Fees previously payable for your assigned room or unit, and subject to the terms and conditions of this License Agreement, as applicable, for the occupancy period.

### **16. Rates and Payments**

You agree to pay to BCIT, on or before the payment deadline(s), the Student Housing Fees. All Student Housing Fees are calculated per month and if for any reason it becomes necessary to calculate any Student Housing Fees for a lesser period, an appropriate daily pro-rata adjustment will be made. The monthly licensing fee is indicated in your Housing Offer letter for your contract term. A charge equal to 10% of the outstanding balance will be applied to any housing and other related fees, including parking, not paid by the 15<sup>th</sup> day of the month in which the payment is due.

### **17. Relationship**

You hereby acknowledge and agree that nothing in this License Agreement creates any relationship other than that of licensor and licensee and this License Agreement does not create a lease or other interest in land. As expressly stated in the Residential Tenancy Act of British Columbia, the Residential Tenancy Act of British Columbia does not apply to this License Agreement or to your occupation of your assigned room or unit.

### **18. Repairs, Maintenance and Alterations**

All repairs, maintenance, and alterations to Student Housing Buildings must be carried out by authorized BCIT personnel. You are not permitted to repair or alter your room, unit or Student Housing Building in any way including, but not limited to, putting holes in the walls. You must promptly report any repair or maintenance issues to BCIT's Housing Office. Without limiting the foregoing, you are prohibited from painting or wallpapering your assigned room or unit or any other walls within your Student Housing Building.

All of the BCIT Student Housing buildings were built over 30 years ago and therefore contains encapsulated asbestos, which does not pose a hazard if undisturbed. Asbestos can generally be found in texture coating on ceilings, drywall joint compound, floor tiles and leveling compound beneath floors, mechanical insulation, pipe elbows and fittings still present in basement and storage rooms and in caulking/mastic on windows. If floors, walls or areas are other building materials are damaged or exposed, or you have any concerns with respect to the condition of a space within the Student Housing buildings, you are asked to immediately contact BCIT's Housing Office.

Lead is also known to be present in some building materials on campus, particularly in paints and surface coating materials. To prevent the disturbance of lead containing building materials, do not put any holes in the walls and promptly report any drywall damage to the BCIT Housing Office.

### **19. Room or Unit Entry**

Authorized BCIT personnel may enter your assigned room, at any time, without prior notice for any of the following reasons:

- a) to ensure the health and safety of any individual;
- b) to provide access to emergency responders (including, but not limited to, police, ambulance and fire) to ensure the health and safety of any individual;
- c) to investigate or take action to address an ongoing source of disruption or nuisance;
- d) to make emergency repairs to your assigned room, unit or Student Housing Building, or to investigate the need to make urgent repairs to any portion of your Student Housing Building;
- e) to make repairs to your assigned room or unit that have been requested by you or a previous occupant;
- f) where it is believed that you are in breach of any term or condition of this License Agreement or the Student Housing Handbook;
- g) you have granted BCIT personnel permission to enter; or
- h) BCIT believes you have abandoned or vacated your room or unit.

BCIT will provide you with a minimum of 24 hours' notice to enter your room or unit for reasons other than those identified above. Note that authorized BCIT personnel may enter your assigned room or unit for inspection purposes each academic term and will provide a minimum 24 hour notice prior to inspection.

## 20. Security

You are responsible for taking reasonable precautions to ensure that your assigned room and the Student Housing Building in which it is located are protected from a breach of security. This includes, but is not limited to, locking your room and/or unit door(s) and window(s), not propping building entrance doors open, not permitting unknown persons to follow you into a Student Housing Building and immediately reporting strangers or security concerns to BCIT's Campus Security. You may be asked by BCIT's Housing Office staff or BCIT's Campus Security to produce photo identification at any time.

## 21. Termination of the Student Housing Contract prior to Contract Start Date (Move-In Date)

Termination prior to Move-In date is required in writing to BCIT Housing. In the event that you terminate your license agreement 45 days prior to your Move-In date or earlier, you will receive a full refund of your confirmation payment. If you terminate your license agreement less than 45 days prior to your Move-In date:

You will forfeit your confirmation payment unless you provide the BCIT Housing Office with satisfactory evidence that:

- a) Your admission status was changed by BCIT (withdrawing from your studies for personal reasons will not satisfy this requirement);
- b) You must withdraw from BCIT studies as a result of documented medical reasons;
- c) You are a foreign national and were unable to obtain the necessary official documentation to study in Canada.

## 22. Termination of the Student Housing Contract by resident after Moving-In

You may terminate this Agreement at any time prior to your Move-Out date by submitting a Notice to Vacate form. Although you have the ability to terminate this License Agreement and vacate your assigned room you will remain obligated to pay all Student Housing Fees owed for the Contract term unless you are able to provide:

- a) Provide notice of termination on the first day of the month prior to the new date of termination;
- b) Provide evidence that BCIT has changed your enrollment status or location;
- c) You are no longer meet BCIT's eligibility requirement for living in Student Housing;
- d) You were required to withdraw from BCIT studies due to documented medical reasons.

## 23. Termination of the Student Housing Contract by BCIT

If at any time,

- a) you fail to pay to BCIT when due any Student Housing Fees or other amounts owed to BCIT pursuant to this License Agreement or otherwise;
- b) you do not, or no longer, meet BCIT's eligibility criteria for living in a Student Housing building
- c) BCIT becomes aware that you provided BCIT with false or misleading information in order to secure a room within a Student Housing Building;
- d) you fail to comply with any provision of this License Agreement, the Student Housing Handbook or any other applicable policy as implemented by BCIT from time to time; or
- e) the Student Housing Building in which you reside is scheduled for major refurbishing or demolition;

then, in addition to any other available remedies, BCIT may, terminate this License Agreement and any other housing-related agreement between you and BCIT, re-enter and take possession of your assigned room or unit, remove you and all other persons and property and use such force and assistance as BCIT deems necessary to take possession of your assigned room or unit. Appeals processes are outlined in the Student Housing Handbook.

In the event that this License Agreement is terminated and you are evicted, you will remain indebted to BCIT for the balance of your Student Housing Fees for the remainder of the Contract Term, and for any other charges or fees charged against your account by BCIT's Housing Office. Any student who is evicted from a BCIT Student Housing Building may, at BCIT's sole discretion, be banned from BCIT Student Housing Buildings indefinitely, or for a set period of time.

This License Agreement will automatically terminate if you fail to check-in to your assigned room or unit on your Move-In Date and have not contacted BCIT's Housing Office to arrange for a late check-in.



**24. Unauthorized Occupancy**

All of the rooms within Student Housing Buildings are single occupancy only. You are not permitted to share your assigned room with any other person. You are not permitted to sublet or assign your rights under this License Agreement, in whole or in part, to another person or corporate entity.

**25. BCIT's Performance**

BCIT, insofar as it is within BCIT's reasonable control, will provide you with accommodation pursuant to the terms of this License Agreement. To the extent that BCIT is unable to fulfill, or is delayed or restricted in fulfilling, its obligations under this License Agreement by any cause beyond its control, BCIT shall be relieved from the fulfillment of its obligations during that period and you shall not be entitled to any reduction in Student Housing Fees or compensation as a result thereof. Without restricting the generality of the foregoing, BCIT shall not be responsible for:

- a) failing to meet its obligations under this License Agreement due to a strike by its employees, a lock-out of employees by BCIT or any other form of job action or labour unrest; acts of God including, but not limited to fires, floods, storms or earthquakes; intervention by civilian or military authorities; acts of war or terrorism; public health emergencies; or new or amended federal, provincial or local government laws, regulations, bylaws or policies; or
- b) the failure to provide any utility to a room, unit or Student Housing Building, or a reduction in the quality or quantity of a utility, whether such utility is provided by BCIT or by a third party service provider.

Failing to meet these expectations may compromise one's eligibility for on-campus housing.

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Agreement this

.....  
(DATE)

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

PER: .....  
(HOUSING OFFICE STAFF SIGNATURE)

.....  
(STUDENT SIGNATURE)