



## Alpha Delta Phi Alumni Association of British Columbia

Location / Mailing Address:  
ADP Fraternity Residence  
UBC Campus  
6-2880 Wesbrook Mall  
Vancouver, BC V6T 2J3

Contact:  
Resident House Manager  
Office (#213): 604-222-9891

Email: [ADPHouseUBC@gmail.com](mailto:ADPHouseUBC@gmail.com)

Web: [www.alphadelt.ca](http://www.alphadelt.ca)

Cell / Emergency: 604-632-4045

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# MANDATORY TERMS OF RESIDENCY

## ALPHA DELTA PHI HOUSE

### Schedule “A” to the ADP House Residency Contract

The terms and conditions set out in these ‘Mandatory Terms’ shall govern the conduct of the Resident as a tenant of the Alpha Delta Phi House and outline Alpha Delta Phi House Management policies, together with any terms and conditions that may be contained in the Residency Contract or formally communicated to the Resident during the period of tenancy. These ‘Mandatory Terms’ shall be deemed to be incorporated in and form part of the Alpha Delta Phi House Residency Contract, and are applied in conjunction with (but not prevailing over) the Fraternity Village Strata Corporation Residency Contract that every resident must also agree to and comply with.

Upon executing this agreement for occupancy at this residence (herein referred to as “the House”) and use of its facilities and services, the applicant (herein referred to as ‘the Resident’) agrees to comply fully with the charges, terms, conditions, and rules within the following agreement:

1. *License:* The Residency Contract is a grant of license from the Alpha Delta Phi Alumni Association of British Columbia (herein after referred to as “the Society”, owner by way of lease of the House) to the Resident to occupy a room during the period specified by the Residency Contract.
  - i. This agreement is coupled with other rights, including the use of the common areas and kitchen facilities of the House (within the guidelines of this Residency Contract and in conjunction with other residents).
  - ii. Although such items may have been previously supplied or are supplied during Residency, the usage and right of usage of miscellaneous House equipment (such as laundry, television / stereo, recreational equipment, cooking equipment, common area furniture, custodial equipment, BBQ, etc.) is NOT guaranteed as part of this license.
  - iii. Although the Resident has certain privacy and usage rights applicable to their assigned room, authority over the common areas of the House and outside perimeter (Fraternity Village) is solely the privilege of the Society – this includes usage, access, and security.
  - iv. As the House is a communal living environment and private property, the Society has the right to restrict access to the House by non-residents or guests at any time for any reason, and the Resident and his/her guests must comply fully regarding any such access restrictions of face fines and/or eviction.
2. *House Management:* The Society’s Board of Directors is responsible for the overall management of the House and has ultimate authority with regard to all House and resident issues. However, the Society has assigned certain representatives (who may or may not live in the House or be affiliated with Alpha Delta Phi) to manage the day-to-day operation of the House. These agents for the Society are herein after referred to as “the House Manager” and, when applicable, “the Assistant House Manager”. These agents have the full authority of the Society to act on their behalf to manage the House and enforce the terms of the Residency Contract. Any further reference to “the Society” in this agreement also includes these agents.
3. *Residential Tenancy Act:* The Resident is advised that the Residential Tenancy Act (RTA) of British Columbia is NOT wholly applicable to this agreement or to residency in the House. Campus student residences at the University of British

- Columbia hold special status within the RTA – as such, the Society has many specific terms of residency that are listed in this agreement. It is the Resident's responsibility to review these terms and request any clarification before signing this document.
4. *Fraternity:* The Resident understands that the Alpha Delta Phi Alumni Association of British Columbia ("the Society") and the Alpha Delta Phi Fraternity – B.C. Chapter ("the Fraternity") are separate and distinct organizations. The Fraternity is permitted use of the House and residency for its members by the Society – under the same conditions and charges as this Residency Contract. Membership in the Fraternity and/or involvement in Fraternity business does not discharge the Resident from the terms and conditions of this Residency Contract. Further, the Society or House is not liable for the actions of the Fraternity as a group or by individual members.
  5. *Liability / Indemnification:* The resident shall not do or permit to be done any acts that may render void or make voidable any insurance policy related to the House, Fraternity, or Strata. Such acts are grounds for fines and/or eviction. The resident shall indemnify and save harmless the Society from and against any expense, loss, or damage suffered by the resident and/or their guest(s) by any breach or non-performance of any term of this contract.
    - i. The Society is not responsible for property belonging to the Resident and/or their guest(s) which may be lost, stolen, or damaged in any way, regardless of cause, wherever this may occur in the House or Village property, including storage facilities and the resident's assigned room.
    - ii. *NOTE: Through this contract and other related policies and regulations, the Society will be active in establishing a secure and safe House environment. However, all residents and their guests are an integral part of this process. Ensuring outside access doors are properly closed and locked at all times, closing main floor windows, restricting knowledge of House access codes, keeping keys and fobs secure, etc. are all House security and safety issues that must be diligently controlled by the residents themselves. Failure to do so and any subsequent safety and security issues are not the fault of the Society.*
    - iii. The Society shall not be responsible for any injury, damage, or loss whatsoever caused to the Resident and/or their guest(s) while in or about the House or while engaged in activities organized or sponsored by the Society or the Fraternity. Without limiting the generality of the foregoing, the Society shall not be responsible for injury, damage, or loss to the resident or their guests due to:
      - i. The use of House facilities and equipment, including but not limited to kitchen equipment, exercise equipment, sports equipment, recreational equipment, and barbecues.
      - ii. Taking part in Fraternity sponsored or related functions.
      - iii. Taking part in parties, socials, dances, plays, and/or other organized or sponsored activities.
      - iv. Taking part in organized or sponsored off-campus activities including ski trips and tours.
  6. *Insurance:* It is recommended that all personal effects (in the Resident's room, House storage rooms, parkade, and/or other House or Strata buildings), be covered by private insurance.
    - i. The resident is urged to obtain a residential insurance policy that covers:
      - i. Loss of personal property.
      - ii. Liability for personal and property damage.
    - ii. Insurance may be available as an extension of the resident's family's home insurance policy, or the resident can obtain their own insurance package. See the Yellow Pages telephone directory for a list of local insurance agents.
    - iii. Personal belongings or any subsequent loss / medical compensation are NOT covered under ANY circumstance by the Society's insurance coverage. It is the Resident's responsibility to ensure that they have appropriate personal insurance coverage to suit their particular needs or concerns.
  7. *Waiver:* A waiver by the Society of a breach of any term or condition by the Resident under this Residency Contract is not a waiver of a breach of any other such term or condition by the Resident, nor of any future breach of the same term or condition. Regardless of any verbal or informal communication between the Society and the Resident, no provision of this Residence Agreement shall be considered waived or altered unless such a waiver is submitted in writing as a formal amendment to this agreement and executed between the Resident and the Society.
  8. *Force Majeur:* To the extent that the Society is unable to fulfill, or is delayed or restricted in fulfilling, its obligations under this contract by any cause beyond its control, the Society will be relieved from the fulfillment of its obligations during that period and the resident will not be entitled to any reduction in rent fee or compensation as a result thereof. Without restricting the generality of the foregoing, the Society shall not be responsible for failing to meet its obligations under this contract due to property management issues (i.e. Strata or development work), a disruption in management services due to medical or human resource reasons ('management' referring to the ADP Alumni Association of BC or Strata), related strikes or job action by the employees of the University and/or any other form of labour unrest, or due to acts of God, including fires, floods, earthquakes, intervention of civilian or military authorities, or government legislation.
  9. *Resident Issues:* All on-site inquiries, requests, or complaints regarding the House or the Residency Contract should be directed to the House Manager or the Assistant House Manager.
    - i. If not urgent, contact thru email at ADPHouseUBC@gmail.com is the preferred method. However, phone messages at 604-222-9891 or messages written / tacked to the office door will be reviewed. For general in-house requests, it is acceptable to approach the House Manager or Assistant House Manager (knocking on the office or their room door, phone, etc.) anytime between 9am – 10pm daily (excluding holidays, or unless otherwise noted). Although their availability is not guaranteed at all times (i.e. management is a part-time service), a reasonable attempt will be made to review and act upon your request in a timely manner once such messages are received.

- ii. If urgent (i.e. for an emergency, incident of damage or vandalism, incident of inappropriate conduct, etc.), the House Manager and Assistant House Manager can be approached 24/7. Either contact them in the house (knock on office or room door, etc.) or try their emergency phone numbers (as posted on the House or office bulletin boards). If a Society representative is unavailable and the issue requires immediate action, then it is the Resident's responsibility to contact emergency services (9-1-1) and follow the guidelines on the 'Emergency Contacts' posting.
  - iii. Although their duties and responsibilities overlap, the House Manager is primarily responsible for all residency issues and house finances while the Assistant House Manager is responsible for house repairs and resident housecleaning duties.
  - iv. In the event a Resident does not feel that his claim or issue has been properly addressed by the House Manager or Assistant House Manager, he/she may contact the Society House Representative directly. See the House Manager for contact information.
10. *Implementation of Residence Agreement:* Upon signing this Residency Contract and submitting it to the Society, the Resident has made the following declarations:
- i. I understand that this Residency Contract is my commitment of occupancy and payment in-full for the period stated on the contract form. If I choose to not pursue tenancy in the House for any reason once this contract is executed, this will result in forfeiture (all or in part) of my deposit and any prepaid rental fees.
  - ii. I understand that I have not been guaranteed room assignment and that any duties of the Society as per the Residency Contract are void until all completed and signed residency documentation has been received by the Society, it has approved the application, deposit funds have been transferred into the House accounts (in full), and the Society has formally notified me (thru mail or email) of my room assignment. *NOTE: Submission of an application into ADP's 'open application' process (i.e. deadline and review) should not be confused with acceptance of such application and guarantee of Housing. All applications will be fairly reviewed as per the noted deadline, and those that are accepted for Housing will be formally notified at such time – those rejected will have their deposit cheques returned.*
  - iii. I understand that, if my application for residency is not accepted (for any reason, as determined by the Society), that all deposit fees will be mailed back (in full) within 2 weeks of formal notification as such.
  - iv. It is my responsibility to communicate with the Society in a timely manner if I have any questions regarding the status of my room assignment, contract terms, etc. Communication problems, lost mail, acts of god, etc. are not the liability of the Society with regard to application and payment deadlines.
  - v. I understand that room assignment is generally prioritized by application 'acceptance' date (see Item ii above) – not application 'submission' date. I further understand that special consideration for room assignment may be given to Fraternity members or group applicants in consultation with the Society; and I agree that the Society has the right to assign rooms or change room assignments as it sees fit.
11. *Possession:* It is the responsibility of the Resident to confirm his/her satisfaction with the condition of the House and prospective rooms before submitting a Residency Contract to the Society. By then taking possession of the room and receiving keys, he/she acknowledges that they have received the same in good order and condition.
12. *Assignment, Sub-Letting, Abandonment:*
- i. The Resident shall not re-assign this Residency Contract nor sub-let their room or any part of the House thereof, without the prior written consent of the Society. Violation of this under any circumstance is grounds for IMMEDIATE EVICTION (24hrs notice) for you and your guest(s).
  - ii. The consent of the Society to assignment or subletting in one particular instance shall not be deemed consent to any subsequent assignment or subletting.
  - iii. If the Resident fails to pay all rental fees in full within seven (7) days of the payment due date and fails to contact the Society within that period regarding a reasonable and lawful cause for such delay nor is available at the House or their supplied contact information, then it will be determined by the Society that he/she has effectively 'abandoned' their room and voided the Residency Contract.
  - iv. If the Resident vacates or abandons the property, the Society shall immediately have the right to terminate this Residency Contract and confiscate any property. *NOTE: Any such property will only be held for one (1) week from the date that it was confiscated – after which, it will be disposed of. The Society has no obligation to make any effort to contact the Resident regarding the status of personal property in cases of abandonment. Further, the Society is not responsible for the security or condition of any such confiscated property packed and stored due to abandonment.*
  - v. 'Abandonment' conditions regarding personal property also apply to any items left at the House or in the Resident's room after check-out and/or eviction.
13. *Check-In Procedures:* The Resident agrees to follow these procedures at check-in and accepts these guidelines and conditions.
- i. *Check-In with the House Manager:* The Resident must contact the House Manager to schedule a mutually-acceptable check-in time no later than one (1) week before the residence start date (as specified on the contract form, unless alternative arrangements agreed to by the HM). As the House Manager is not always available, access to him or entry into the House or your assigned room cannot be guaranteed as per your schedule if you do not make advance arrangements as such. Check-in orientation times may not be available during weekdays (9am-5pm) and should preferably be scheduled for evenings or weekends. Residents will not be able to gain access to their assigned room prior to 12pm on their residency start date. Residents may not arrive earlier than their specified check-in date unless they make special arrangements with the House Manager and receive written notice as such.

- ii. Ensure that the House Manager has your Residency Contract (completed and signed) on file. At this point, this Residency Contract is in effect and you have indicated that you fully understand and agree to all terms, rules, conditions, and penalties described therein and outlined in these Mandatory Terms. It is your responsibility to pursue clarification of any matter prior to occupancy in the House, so please see the House Manager for further details. Keep these Mandatory Terms for your reference as well.
  - iii. Pay any outstanding deposit fees and required rent payments in full. You should always receive a receipt from the House Manager for any and all payments and it is your responsibility to produce this receipt should verification of payment be required.
  - iv. If you have not already done so, submit your signed Strata Residency Conduct Agreement to the House Manager. You should have read the Schedule A document thoroughly which outlines the terms, rules, conditions, and penalties regarding your relationship with the Fraternity Village Strata (lesser to the House). Upon signing the Strata Residency Conduct Agreement, you indicate that you fully understand and agree to the document. Keep the Strata Schedule A for your reference also.
  - v. *Get your room assignment from the House Manager:* Room assignment is at the discretion of the House Manager, although you may try to request a certain room or room type.
  - vi. *Obtain the appropriate keys / fobs / prox cards from the House Manager:* Keys, fobs, and prox cards assigned to each resident are numbered and recorded by the HM. House access will be restricted to only that required by the tenant. The resident is responsible to return their assigned keys, fobs, and prox cards at the end of tenancy for full deposit return. Lost or stolen keys, fobs, and/or prox cards are subject to a \$50 replacement and re-keying / re-programming charge each. For security reasons, you must notify the HM immediately regarding lost or stolen keys, fobs, and prox cards... at which time you will be expected to pay replacement charges and you will be provided new ones. Copying keys or re-keying locks by the Resident is not allowed... doing so is grounds for one (1) month notice of eviction.
  - vii. *Obtain a Room Condition and Inventory Form from the House Manager:* Go to your room and perform a detailed inspection of the interior as per the directives on the form. This form is your opportunity to verify the inventory and condition of your room upon check-in. Any damage or inventory issues upon check-out that are in addition to those indicated by you (on the Room Condition and Inventory Form you completed at check-in) will be assessed to you and you may have to pay for applicable repairs or replacement. Once completed, return the form to the House Manager and have him review any and all issues that you have noted. *NOTE: It is your responsibility to ensure the accuracy and completeness of this form and to submit it back to the House Manager no later than 24hrs after you take possession of the room. If you request a damage assessment appeal upon check-out, this is the only information that will be considered on your behalf.*
  - viii. Have the House Manager review the duty list, location of janitorial supplies, etc. with you, and receive your duty assignments.
  - ix. Have the House Manager review procedures and guidelines unique to the House with you, such as: food space assignment, kitchen usage rules, dish/dishwasher usage, bike storage, garbage removal, laundry usage, etc.
  - x. Obtain Management contact information from the House Manager in case you have any questions or for emergencies.
  - xi. Review fire safety, security, and emergency procedures with the House Manager for your particular floor or room.
  - xii. Enjoy your stay at the ADP House.
14. *Check-Out / Eviction Procedures:* The Resident agrees to follow these procedures at check-out and accepts these guidelines and conditions, even in the event of involuntary removal from the House and/or eviction.
- i. *Check-out with the House Manager:* The Resident must contact the House Manager to schedule check-out procedures and his availability a minimum of one (1) week before his/her scheduled check-out date (particularly if the Resident wishes to check-out sometime other than the end of the month). The House Manager may not be able to accommodate your schedule if you fail to schedule as such in advance. Check-out review times may not be available during weekdays (9am-5pm) and should preferably be scheduled for evenings or weekends prior to your check-out date.
  - ii. *Remove all personal belongings from your room:* This includes but is not limited to any personal furniture, wall hangings, posters, mirrors, shelving, etc. Also, remove all personal belongings from storage rooms or common areas of the House. You may be assessed removal or disposal fees if you fail to do so to the satisfaction of the House Manager. Personal items left in the House after check-out are also subject to 'abandonment' procedures (see above).
  - iii. *Remove all food, supplies, and equipment belonging to you from the kitchen (if applicable):* If you have not removed all food / supplies / equipment / utensils belonging to you from the kitchen / servery / pantry / dining room or cleaned your assigned fridge / freezer / cupboard space to the satisfaction of the House Manager before you leave, you may then be assessed additional cleaning or disposal costs which will be deducted from any returned deposit funds. *NOTE: Please dispose of any food items upon check-out directly to the garbage bins – do not dump that waste in the House garbage cans.*
  - iv. *Clean your room.:* This includes vacuuming, dusting, removing garbage, washing scuffs or marks from walls, cleaning the sink and medicine cabinet (if applicable), cleaning the shower & toilet (if applicable), cleaning windows, wiping down shelves & drawers, etc. Once completed, it is the Resident's responsibility to review room cleanliness with the House Manager to ensure that it meets his satisfaction – if not, you may be required to do additional tasks. If you have not cleaned your room to the satisfaction of the House Manager before you leave, then you may be assessed additional cleaning costs which will be deducted from any returned deposit funds.
  - v. Have the House Manager perform a Room Condition and Inventory assessment (in which the Room Condition and Inventory Form you completed upon check-in will be reviewed). *NOTE: If you failed to provide the House Manager with a completed Room Inventory and Condition Form upon check-in, then it is impossible to determine the previous state of your room and all damage and inventory issues must subsequently be attributed to you. If*

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- you are being assessed for any damage or missing inventory, then please review those items with the House Manager in detail. If you feel the Room Condition and Inventory assessment is unfair or inaccurate, you may petition the Society House Representative directly for a re-assessment – please see the House Manager for contact information. *NOTE: Do not perform any repairs yourself! Only Management-approved contractors can perform repairs in the House. Although you may be trying to be helpful and thwart any damage assessments, you may in fact actually incur more costs if your work has to be removed and further repaired. Repairs are to be made to the pre-assignment condition of the room and to the satisfaction of the HM... not to the standards of the Resident.*
- vi. Review any duty or conduct fines accumulated during your residency with the House Manager to verify the assessments.
  - vii. If you have any damage assessments and/or fines in excess of your remaining deposit funds, then please pay the House Manager any outstanding fees before you leave. If you have remaining deposit funds owed to you, please wait 2 – 6 weeks for a cheque to be mailed to you (as it may take that long for the House Manager to obtain quotes for applicable repairs or replacement).
  - viii. Return any keys, fobs, or key cards assigned to you back to the House Manager. If you are returning these items in good working order, then any applicable deposits will be returned.
  - ix. Provide the House Manager with any forwarding address or contact information so that he can forward any remaining deposit money owed to you and/or so that you can be contacted regarding any residency notices or deadlines for upcoming UBC sessions. Such monies cannot be returned unless such information is provided and accurate – any delays related to this are the fault of the Resident and the Society is not liable.
  - x. You MUST have all this completed and be out of the House NO LATER THAN 6pm as of your period-ending date (i.e. 'period-ending date' refers to that which is applicable upon check-out – either the last day of the month, your re-negotiated period-end date as per written notice, or eviction date). Failure to comply by this strict deadline will result in further assessed fines and delays in returning deposit fees.
15. *Termination of the Residency Contract:* This Residency Contract runs for the full term as specified on the contract form; however, there are some considerations regarding the 'early' cancellation of residency.
- i. *Month-to-Month Contract*
    - i. Only under special circumstances does the Society offer month-to-month rental. The Resident should have specific written documentation as such from the Society... or it should be assumed that the Residency Contract is a lease agreement.
    - ii. Month-to-Month contracts (i.e. no lease) can be terminated at any time as long as the Resident notifies the Society in writing of a change to the "period ending" date. This notification must be received prior to 7pm on the 1<sup>st</sup> day of the Resident's last month of tenancy - at which point this agreement will cease as per the new 'period ending' date with no penalty.
    - iii. Failure to provide proper notice (as outlined above) or late submission of such written notification, however, makes the tenant liable for the following month's rent should the Society not be able to re-rent the room to an acceptable applicant in due course. In such a circumstance, should the Resident be liable for the next month's rent and fail to pay in-full upon termination of the Residency Contract, the Society would then have the right to confiscate the Resident's deposit in lieu of such payment and/or pursue legal action against the tenant to recoup any further outstanding fees. *NOTE: In any event, the Society is not obligated to rent to a prospective resident who might have been selected by the outgoing resident to replace him/her... room assignment is solely at the discretion of the House Manager.*
  - ii. *Lease Contract*
    - i. Lease contracts are a commitment by the Resident to tenancy at the House for a period defined in the Residency Contract. For this commitment, residents generally will receive reduced rental rates and/or priority room assignment. With a lease, the Resident is expected to pay all residency fees in full for the ENTIRE period outlined in the lease. For example, by agreeing to an 8-month lease, a resident would be liable for 8-months worth of rental fees... regardless if they wanted to vacate early or not. As such, this type of contract cannot be terminated early under any circumstance without penalty... and the Resident should carefully consider his/her accommodation needs before signing such a Residency Contract with the Society.
    - ii. Should a resident with a lease contract cancel early and fail to pay the Society all outstanding fees in full, the Society would then have the right to confiscate the Resident's deposit in lieu of such payment and/or pursue legal action against the tenant to recoup any further outstanding fees.
  - iii. If the Resident occupies the House under the terms of the Residency Contract for ANY part of a month, he/she is obligated to pay full rent for that month. Under no circumstance will partial rent payments be negotiated by the Society.
  - iv. Any resident who fails to check out (and follow all check-out procedures) by the specified deadline will be subject to additional fines (upto 1 month's rent, at the discretion of the House Manager), depending on the circumstances and particularly if this action interferes with the check-in of a new tenant.
  - v. 'Rental fees' as referred to in this section mean the 'full' rental rate. Note: During the Winter Session, rental fees include room & board and these rates are substantially higher than the summer. 'Recouping outstanding rental fees' as per above includes this full room rate as well as board expenses... as this contract commitment extends to food services also.
  - vi. 'Written notification' with regard to informing the Society of intentions for early termination of the Residency Contract refers to a written letter submitted (in person) to the House Manager. This letter should indicate your name, room number, new period ending date, and the date submitted.
  - vii. *Voluntarily De-Pledging, Losing Your "Good Standing" Fraternity Status, or Losing Your Full-Time Undergraduate Status with UBC (applicable to Winter Session only).*

- i. During the UBC Winter Session, the Society may restrict room assignment in the House to Fraternity Members in “good standing” or Associate Members (i.e. Pledges) only. If, as a Member of the Fraternity, you lose your “good standing” status due to personal choices that harm the character and/or reputation of the Fraternity (as determined by the Fraternity Executive Council and/or Society), then you no longer qualify for residency under the terms of this contract and the contract is void. If, as an Associate Member of the Fraternity, you voluntarily decide to de-pledge at any time during the Pledge Period for any reason, you no longer qualify for residency under the terms of this contract and the contract is void.
  - ii. Similarly, if at any time during the UBC Winter Session, you fail to register in a sufficient number of courses to qualify for full-time status within your Faculty (or drop-out of University entirely), then you no longer qualify for residency under the terms of this contract and the contract is void.
  - iii. If any such circumstance occurs, in practical terms, you will be served with eviction and be granted one (1) month advance notice of your eviction date. However, since you have voluntarily chosen to put yourself in a position that violates your eligibility for residency and voids this contract, you will be subject to the same conditions and penalties as per the early cancellation details above (i.e. you may be liable for the remaining fees owing on your lease in-full and/or forfeit your deposit)
  - iv. In special circumstances, at the discretion of the House Manager, you may be allowed to remain a resident; however, you would no longer qualify for ADP subsidies (if applicable) and would have to pay the full general boarder rate for the remainder of your contract.
- viii. *Being Asked to De-Pledge or Not Being Initiated (applicable to Winter Session only).*
- i. The primary purpose of the House is to provide accommodation and services for ADP Fraternity Members and Associate Members. During the UBC Winter Session, Associate Members are evaluated during a Pledge Period (Sept. thru Nov.) and are subsequently ‘initiated’ into the Fraternity following that. If a resident fails in their bid (at any time, for any reason) to become a full Member (as determined by the Fraternity Executive) and are asked to cease their involvement with the Fraternity, then they no longer qualify for residency under the terms of this contract and the contract is void.
  - ii. Unlike the “Voluntarily De-Pledging, Losing Your “Good Standing” Fraternity Status, or Losing Your Full-Time Undergraduate Status with UBC” section above, the Society understands that this action is NOT voluntary. Subsequently, different eviction conditions will apply.
  - iii. If any such circumstances occur, you will be served with eviction and be granted one (1) month advance notice of your eviction date. However, you would NOT be held liable for any remaining portion of your lease. Upon your eviction date, any remaining installment payments owed to you (not including payment for any occupancy to-date) will be returned in-full. Also, any deposit funds (minus applicable fines or assessments) will be returned to you in-full.
  - iv. *NOTE: Should these unfortunate circumstances occur, you will still be expected to fulfill your obligations as outlined in this contract until your eviction date. Failure to do so, however, and forcing the Society to act sooner with eviction will initiate conditions and penalties as per the premature cancellation terms above and void the special arrangements as outlined in this section.*

16. *Eviction:*

- i. The Society may, without notice, terminate this contract and take possession of the resident’s accommodation if:
  - i. The resident fails to pay any fees stipulated in this contract by the payment deadline.
  - ii. The resident fails to pay any assessments, damages, or fines pursuant to the terms of this contract by the payment deadline established by House Management.
  - iii. The resident routinely or seriously violates House, Strata, or UBC policies or regulations and/or residence standards and regulations as stated in this contract and any other corresponding residence conduct agreement (including the Fraternity Village Strata Residency Contract) as per the discretion of House Management – particularly incidents involving theft, vandalism, noise, drug-use, and/or sexual or physical assault. *NOTE: See the ‘Code of Conduct section for details regarding unacceptable behavior and corresponding penalties / eviction.*
  - iv. The resident, through continued disregard for the terms of this contract, House rules, assigned House duties, and/or Code of Conduct, progressively accumulates fines and/or assessments in excess of acceptable limits as set by the Society. *NOTE: Fine totals and assessments are posted on the House bulletin board and are updated weekly. It is the Resident’s responsibility to review these fine totals on a regular basis as the Resident has a maximum of two (2) weeks (from the date of issue) to discuss any assessment concerns with the House Manager. After that period, any assessed fines will stand in-full and will not be negotiated.*
  - v. The offer of accommodation made by the Society was based upon falsified or incorrect information (supplied by the Resident) as to the Resident’s eligibility for residency.
  - vi. The resident fails to pay monies owed to the Society, the Fraternity, the Strata, or UBC with respect to any matter (even those unrelated to this contract) by the payment deadline established by any of these organizations.
  - vii. The Resident violates the rights, safety, and sensitivities of any agent of the Society and/or another resident as outlined in this contract and as per the assessment of the Society.
  - viii. The resident engages in, is a suspect of, and/or is charged / convicted with any illegal activity as per provincial and federal laws – as assessed by the RCMP, UBC Campus Security, the Strata, and/or the Society. The details of the infraction (such as where the incident occurs) are irrelevant to the implementation of this policy.
  - ix. The resident breaches any other provision of this contract.

Please keep this ‘Mandatory Terms’ booklet for your reference during residency.

- ii. It is at the discretion of the Society as to the exact date eviction will be enforced. This will depend upon, but is not limited to, the severity of the contract violation and past conduct history of the Resident – solely as per the discretion of the Society. As a result of limited violations, the Society may decide to provide the resident with one (1) month advance notice of eviction. For example, the accumulation of duty or conduct fines in excess of the maximum limit set by the Society is one instance that may lead to this type of eviction notice. However, if the resident commits further infractions while already facing a 1-month eviction or engages in severe misconduct (such as violations concerning House security, fire safety, drug use, vandalism or damage, threats or physical / sexual assault, racism, theft, etc), eviction may be enforced IMMEDIATELY (24hrs notice).
  - iii. *NOTE: As already stated in this contract, the Residential Tenancy Act of British Columbia does not apply to the House nor any other similar student residence on the UBC campus. As such, the Society has every right to set eviction policies and procedures as we see fit. To keep you informed of these special management rights, these policies are clearly outlined in this Residence Contract. By signing this contract, you acknowledge these policies and agree to them comprehensively. NOTE: The Society will not invoke eviction without just cause. In most cases, the Resident will have received prior warning (verbal and written, on numerous occasions) and been given ample opportunity to improve their status with the Society prior to an eviction order being processed.*
  - iv. The procedure and penalties by which the Society assesses the Resident with an eviction date will be dealt with the same as per the cancellation policies regarding “proper notice”.
    - i. **Month-to-Month:** If the contract violations by the resident are limited and only warrant a one (1) month advance notice by the Society, then the Residency Contract will be cancelled without further penalty. If, however, the violations by the resident are severe enough to warrant immediate or short notice eviction by the Society, then outstanding residence fees for the following month will be assessed and recovered as per the conditions outlined in the premature cancellation terms above. For example, in such circumstances, deposit funds may be held by the Society in lieu of any unpaid rental fees.
    - ii. **Lease Contracts:** As a lease is a commitment to tenancy for a given period, actions causing eviction do not absolve the Resident of those commitments. As such, eviction penalties under a lease contract will be the same as per the premature cancellation terms above. For example, the Resident may be responsible for all outstanding fees owing for the remainder of their lease period.
  - v. As per the check-out guidelines, the Resident is expected to fully vacate the premises by 6pm as of the eviction notice date. Upon being issued an eviction notice, the resident is expected to uphold all conditions of this contract until you physically exit the Village property along with all your belongings. All normal check-out conditions and policies (such as cleaning, removal of personal objects from the room and House, returning of keys and fobs, etc.) as outlined in this contract must still be followed in the event of eviction or else the resident will be subject to additional assessments.
  - vi. In any event that the Resident fails to comply with an eviction order and fails to remove him or herself from the House in a proper and safe manner, the Society will contact the RCMP for assistance in removal.
17. *Deposit:* The Resident must submit a deposit to the House Manager prior to securing residency.
- i. See the ADP Residency Contract form for current deposit rates.
  - ii. Deposits are payable by cheque or money order only – cash will not be accepted. Deposit cheques can be made out to ‘Alpha Delta Phi House’.
  - iii. Deposit funds will not be carried over from Winter Session or Summer Session residency – all terms of that residency period are to be separately addressed (i.e. fee / damage assessments, deposits returns, etc.) by the House Manager upon its conclusion. For example, if you are a Summer Session Resident who wishes to continue living in the House for the Winter Session (i.e. past your period-ending date), understand that this is a separate residency period and that you must re-apply (i.e. submit the appropriate application forms and deposit cheque by the appropriate deadlines to guarantee room assignment).
  - iv. Although this deposit is a requirement of the application process, it will be held by the Society for the duration of residency in lieu of any possible damage to the House caused by the Resident or any guests of the Resident as well as for any outstanding fees.
  - v. Provided the resident has properly followed all the terms outlined in this Residency Contract, the full deposit amount will be mailed to the Resident within 2 – 6 weeks of the termination of residency.
  - vi. At the termination of residency, any fees (i.e. unpaid rent, damage and/or cleaning assessments, duty fines, etc.) outstanding to the Society may be deducted from this deposit before the remaining amount is returned to the Resident.
  - vii. The Resident **WILL NOT** be able to use this deposit to defer any fees (i.e. unpaid rent, damage assessments, duty fines, etc.) outstanding to the Society from one month to another at any point during residency. The deposit is a security retainer and must remain held in full. Examples (not limited to):
    - i. The Resident cannot use the deposit in lieu of paying for the last month’s rent.
    - ii. The Resident cannot use the deposit to pay for duty fines incurred during any month of residency. These fines must be paid in full to the Society (and included with rent) on the 1<sup>st</sup> day of the month following when they were issued.
    - iii. The Resident cannot use the deposit to pay for damage to the House or individual rooms assessed to him/her or guests. If you break a window, for example, the House Manager will assess you the cost of repair and this must be paid in full (and included with rent) on the 1<sup>st</sup> day of the following month.
    - iv. The Resident cannot use the deposit to pay for late rent or key-loss fees. Late payment of rent is expected to include the late payment charge and key-cutting fees must be paid prior to receiving new keys.

- viii. In the event a resident's damage deposit funds are forfeit to the Society (i.e. insufficient notice, eviction, excessive fines, etc.), \$100 will be returned to the Resident if he/she returns all assigned keys, fobs, and/or prox cards upon check-out.
18. *Rent:*
- i. *Rent Payment Deadline:* Rent must be paid to the House Manager or Assistant House Manager NO LATER THAN 7:00pm on the 1<sup>st</sup> day of the month.
  - ii. *Acceptable Forms of Payment:* Payment of rent is permitted by cheque or money order ONLY – cash will not be accepted. Rent cheques can be made out to 'Alpha Delta Phi House' and must be dated as per the 1<sup>st</sup> day of the month.
  - iii. *Late Payment:* Late payment of rent will not be tolerated by the Society.
    - i. If the Society does not receive your rent cheque by the deadline (specified above), you will be assessed a late payment charge of \$20 per day.
    - ii. You will be expected to immediately include this fee along with your late rent payment for that month.
    - iii. Several occurrences of late payment are grounds for one (1) month notice of eviction.
    - iv. *NOTE: Non-availability of the House Managers is not an acceptable excuse for late rent payment. The Resident can always submit post-dated cheques to the House Manager or the Resident can always slide a cheque under the door of the House Manager's office at any time. It is the Resident's responsibility to make arrangements to ensure timely payment of rent to the Society.*
    - v. Only full payment of rent and all outstanding fees from the previous month is considered 'payment' by the Society. Partial payment, even if it is submitted on the 1<sup>st</sup> of the month, is still considered 'late' because it is not in full and is subject to the late payment charge.
  - iv. *NSF Payment:* Non-sufficient fund (NSF) cheques are viewed the same as 'late payment' (see above) by the Society. Upon notification of NSF payment, the Resident will be expected to immediately re-submit rental payment and this amount should include a \$25 NSF fee. If there is more than one (1) occurrence of NSF payment to the Society within a 4-month period by the Resident, the Resident is subject to one (1) month notice of eviction.
  - v. *Non-Payment of Rent:* Non-payment of rent and/or any outstanding or late fees in-full by the 7<sup>th</sup> of the month will result in IMMEDIATE EVICTION (24hrs notice) and forfeiture of damage deposit.
19. *Room Assignment:* The Society reserves the right to assign roommates and to change room assignments at its discretion at any point during residency on a minimum of one (1) week's notice. As room assignments are generally negotiated among the tenants, this action is rarely necessary; however, immediate changes may be required to resolve conflicts between roommates, move general boarders to accommodate fraternity members or fraternity events, etc.
20. *Guests:* The rights granted within this Residency Contract apply only to the signee (i.e. the Resident) and are only relevant to his/her individual occupancy. Guests of the Resident are not granted the same rights; however, they are bound by the same rules and standards outlined in this agreement when they are on the property.
- i. It is the responsibility of the Resident to inform all guests of the rules and standards outlined in this Residency Contract and to take all reasonable steps to monitor their actions AT ALL TIMES while they are on the property to insure that they follow such guidelines.
  - ii. If you allow or permit access into the House (in any way) by a non-Resident, then they are assumed to be 'your guest' – whether you are associated with them or not. *NOTE: If a non-resident requests House access from you (and you are unfamiliar with that person or do not wish to take responsibility for them), proper practice is to ask who they are here to see, have them wait outside, find that Resident, and have them allow entry and take responsibility.*
  - iii. The Resident is responsible for the conduct of any guest once they enter any part of the Fraternity Village property or the House. As such, the Resident can and will be assessed any fines or damage costs attributable to the actions of his/her guests. If a guest commits a violation of this Residency Contract in which 'eviction' is specified, the Resident may then be evicted as a result of his/her guest's actions.
  - iv. As this is a communal living environment, if at any time an agent of the Society or a fellow resident requests that a guest leave, the Resident is bound to comply and to take timely action to remove his/her guest. The Society reserves the right to ban any non-resident from the property for any reason. Residents who do not comply with such a ban and allow entry of that person into the House or interact with that person in the House would then be subject to fines and/or eviction.
  - v. Guests are only permitted to stay overnight in the room of the Resident – they are not permitted to sleep in the common areas of the House. The Resident is only permitted to have guests stay overnight for a maximum of seven (7) days per month.
  - vi. *NOTE (if applicable): If the Resident is sharing a room, he/she must obtain the permission of their roommate before inviting a guest into their room and/or to have a guest stay overnight in that room.*
21. *House Access Restrictions / Banned Non-Residents:* As the House is a communal living environment and private property, the Society has the right to restrict access to the House by non-residents or guests at any time for any reason solely at their discretion.
- i. To be banned from access to the House, an individual will have committed severe and detrimental acts toward the House, Fraternity, and/or associated persons (circumstances which may or may not have involved investigation by the RCMP). *NOTE: As such, all residents and their guests should understand that violations of House access restrictions will be monitored closely by the Society and will result in IMMEDIATE EVICTION (24hrs notice) for any Resident involved in facilitating entry by a banned person(s).*

- ii. *Resident guidelines regarding banned non-residents:* The Resident and his/her guests must comply fully regarding any such access restrictions. The Resident is not to allow or assist with entry into the House of a banned person, nor is he/she to associate (either directly or indirectly) with a banned person in any area of the House (including outside perimeter – porch/patio). If a banned person is found in the House, the Resident should make every effort to inform that person that he/she is trespassing and/or immediately inform the House Manager so that person can be removed. *NOTE: Understand that even being in the same room as a known banned non-resident implies complicity of their House Access and you will be subject to all penalties as such.*
  - iii. Failure of the Resident and/or his/her guests to comply fully with the restricted access provisions above will lead to heavy fines on a 1<sup>st</sup> occurrence basis, and then IMMEDIATE EVICTION (24hrs notice). *NOTE: As this problem is difficult to monitor, understand that the security and safety issues associated with a banned non-resident gaining access to the House warrant such a strong response.*
22. *Code of Conduct:* As the House is a communal residence, the Resident is expected to abide by a certain code of conduct which ensures a reasonable living standard for ALL residents equally.
- i. The Society and its agents are available to enforce such conduct requirements; however, the Resident is encouraged to communicate among fellow residents if there are specific issues to address.
  - ii. The Resident is expected to help monitor the House and inform the House Manager of any code of conduct violations. Violent, illegal, or dangerous actions by residents, guests, or trespassers should be reported IMMEDIATELY. *NOTE: Failure to report after witnessing such events corresponds to complicity and this may lead to the Resident being assessed corresponding fines and/or eviction.*
  - iii. All residents should also understand that, regardless of the rules of other Houses in the Village and/or the conduct of other Village tenants, ADP House residents will be held accountable to this Code of Conduct at all times and throughout the Village Property.
  - iv. *NOTE: It is the Resident's responsibility to ensure that this code of conduct corresponds with their wants, needs, upbringing, or beliefs BEFORE submitting the Residency Contract to the Society as these conduct guidelines are non-negotiable and are solely at the discretion of the Society.*
  - v. Conduct violations are subject to fines and/or penalty strikes. These are issued as per the discretion of the Society. Depending on the severity of the incident, fines may range from \$25 - \$100 and penalty strikes may range from 1/2X to 4X (immediate eviction). *NOTE: See 'Housecleaning Duties - Duty Fines' Section for more details regarding fines and penalty strikes.*
  - vi. Specific conduct issues in which House standards and rules are enforced include, but are not limited to:
    - i. *Noise:* Loud music, yelling, or other boisterous noises which bother roommates, other residents, or our neighbors in the community are unacceptable ANYTIME. Inside the House after 11:00pm in the evenings (12:00am weekends), entertaining in your assigned room should be limited to quiet conversation and soft background music with the door closed. As sound carries in the Village, a similar 11:00pm curfew is applied to the front porch, patio, and common area – minimal quiet conversation between 2 - 3 people is all that will be tolerated during quiet hours (larger groups will face fines and/or eviction). The Resident is expected to abide by University of British Columbia and City of Vancouver noise ordinances as well. Disregard for noise rules (particularly strata violations or noise complaints to the RCMP) will lead to conduct fines and/or eviction by any and all residents involved. *NOTE: The downstairs rec room is set up for late night events, so please use this if you want to entertain and avoid noise issues.*
    - ii. *Smoking:* Smoking is NOT ALLOWED in the Resident's room or any place inside the House at anytime. Smoking in the House is a serious safety violation and is subject to IMMEDIATE EVICTION (24hrs notice). Smoking is permitted on the front porch, however. If the Resident disconnects or vandalizes the smoke detector in their room or any other part of the House thereof, he/she is also subject to IMMEDIATE EVICTION (24hrs notice).
    - iii. *Consumption of Alcohol:* All residents should be informed that there is currently legal uncertainty regarding private vs. public status for the common areas of the House. For all intents and purposes of this Residency Contract, common areas of the House are "private" as owned and managed by the Society, and, by signing this contract, the Resident agrees to that statement. However, as a show of goodwill toward law enforcement authorities and to facilitate their mandate, the Society is cooperating with the police's claim that the common areas of the House are "public" with regard to the consumption of alcohol, and are therefore subject to provincial laws governing drinking in public. As such, the consumption of alcohol and the storage of alcoholic beverages are only technically legal in the Resident's own room. As such, the Resident consumes alcohol in the common areas of the House AT THEIR OWN RISK of possible fines or arrest. Again, the Society position is that law enforcement authorities have the right to enter the House and inspect our common areas at any time. If these inspections occur, the Resident is expected to cooperate fully and respectfully with the police or security on this matter. Failure to do so is grounds for IMMEDIATE EVICTION (24hrs notice). Acts of public drunkenness which reflect badly on the Society or tarnish our excellent relationship with the police will not be tolerated and the offending resident will be subject to a period of probation, fines, and/or eviction. The Resident and/or his/her guests WILL NOT consume alcohol on the front lawn or in public view (e.g. front porch) at anytime.
    - iv. *Parties / Gatherings:* Parties and gatherings of more than 20 people are allowed in the House, but these events must be pre-approved by the House Manager and have an assigned resident responsible for the event. Party approval, scheduling, setting guidelines and rules for organizers and guests, security requirements, guest limitations, clean-up guarantees, damage deposits, etc are all solely at the discretion of the Society. Approval for small events must be received a minimum of 2-days in advance; approval for large events (30+ people) must be received a minimum of 1-week in advance.

- Any event where alcohol is sold must accompany a Special Events License – obtained from the RCMP. Generally, due to noise and usage concerns, parties and gatherings are restricted to the basement rec room. The Resident who applies for party or gathering approval is responsible for all guests and their actions within the House and Fraternity Village, and is also responsible for full clean-up by 12pm the next day. Failure to comply with these provisions is grounds for heavy fines and/or eviction.
- v. *Drug Use:* The use of illegal drugs (particularly marijuana) or the possession of illegal drugs and/or drug paraphernalia is not permitted in the Resident's room, any part of the House thereof, or on part of the Village property. If the Resident is found in violation, not only will he/she be subject to IMMEDIATE EVICTION (24hrs notice) but the matter will also be reported to the RCMP by the Society.
  - vi. *Violence or Sexual Assault:* Acts of violence or sexual assault which occur on the property should be immediately reported to the police authority as well as the House Manager. Any such act or attempted act is subject to IMMEDIATE EVICTION (24hrs notice) and the Society will cooperate fully with the police authority on any such matter.
  - vii. *Sexual Misconduct, Harassment, or Intolerance:* Any act by the Resident and/or guests that is insensitive or demeaning towards a fellow resident or toward people in the community for any reason will not be tolerated and is subject to fines, a period of probation, and/or IMMEDIATE EVICTION (24hrs notice).
  - viii. *Theft, Vandalism, or Other Illegal Activity:* If the Resident is involved in any illegal activity in which the Society becomes aware (even if it occurs outside of the House property), the Society will inform and cooperate fully with the police authority and the Resident is subject to IMMEDIATE EVICTION (24hrs notice).
  - ix. *Hygiene and Health Standards:* The Resident agrees to keep their room and any other part of the House thereof clean and tidy – as per the discretion of the Society. Garbage should be properly contained and removed to the outside bins in due course so that it does not produce odors or attract vermin. Similarly, food outside the kitchen or in rooms should be properly contained and stored. Failure to comply may lead to room searches, fines, and/or eviction.
  - x. *Fire Safety:* The Resident must abide by all fire regulations applicable to the House. The Resident must keep all hallways, stairs, and exit areas clear of debris - as such, the Resident cannot place garbage cans, furniture, bikes, or any other objects in these areas. Similarly, the area under the stairs or in the furnace room cannot be used for storage. Also, fire doors must remain closed at all times – “fire doors” include inside and outside hallway doors, the basement TV room doors, the laundry room door, hallway closet doors, and bathroom doors. Fire extinguishers should remain in their proper locations unless in the event of an emergency. Failure to comply may lead to fines and/or eviction. Altering or vandalizing fire safety equipment is subject to IMMEDIATE EVICTION (24hrs notice).
  - xi. *Security:* The Resident will not prop open or leave unlocked any entrance doors at any time for any reason. This security risk is grounds for eviction (1-month notice). Further, 1<sup>st</sup> floor residents must close their windows when they are not in their rooms as they are easily accessible and may allow unauthorized access to the rest of the House.
  - xii. *Workshop Activities:* The Resident shall not perform carpentry or other workshop activities in their room or any other part of the House thereof without prior approval from the House Manager. This includes any large art projects or hobbies that will hinder use of the common areas of the House or infringe upon the rights of fellow residents. Similarly, the parkade cannot be used for these type of projects or car maintenance. Failure to comply may lead to fines and/or eviction.
  - xiii. *Storage and Personal Items:* Items belonging to the Resident should only be stored in his/her room unless alternative arrangements have been approved by the House Manager. The Resident is not to store personal items in the hallway closets, laundry room, pool room, shed, etc. – items found in these areas will be confiscated and discarded. The Resident shall also not leave objects lying around the House that clutter the common areas for other residents. This includes storing shampoo bottles and toiletries in his/her room rather than in the bathrooms, backpacks or jackets on living room couches, etc. Failure to comply may lead to fines and/or eviction.
23. *Fraternity Events:* Throughout the year, the House may be used for Fraternity-sponsored events and functions. During these times, the Resident may be asked to remain in their rooms and stay out of certain common areas in the House. *NOTE: During these events, the Society may alter or suspend certain code of conduct rules outlined above and the Resident may wish to find alternative housing arrangements during such events at his/her own expense. NOTE: All general boarders must vacate the House for one (1) weekend during Fraternity Initiation ceremonies (in late Nov. and possibly mid March, TBA) and must find alternative housing for that period at their own expense (i.e. no compensation will be given for rent or food for this period).*
24. *Right of Entry:* The Society shall have the right to enter any room during normal working hours (9:00am thru 5:00pm, 7 days a week) in order to inspect the premises, make necessary repairs, to supply services as agreed upon, or for any other reasonable purpose – whenever possible, advance notice will be given. The Society may exhibit the rental unit to prospective applicants upon reasonable notice to the Resident as well. In any such event, the Society will try to provide advance notice to the Resident and he/she is expected to comply fully with all such requests. If drug use, smoking, or any other illegal activity is suspected of occurring in a Resident's room at any time, the Society may enter that room without notice... as this type of activity puts the safety of all tenants at risk.

25. *Loss of Keys:* The Resident will be given one (1) room key and one (1) fob at the beginning of residency and is expected to return those at the termination of residency. If the Resident loses their key or fob, he/she will have to pay a \$50 replacement / re-programming and lock-change fee to the Society before a replacement key or fob will be issued (\$50 cost per key or fob).
26. *Housecleaning Duties:* ALL Residents are expected to perform weekly duties in the common areas of the House in order for the House to remain clean, safe, and livable.
- i. *Duty Posting:* Duties are assigned each week by the House Manager and will be posted on the House bulletin board or House Manager's door. If the duty list has not been posted or has been removed, it is the Resident's responsibility to contact the House Manager or Assistant House Manager to determine their duty assignment so that it can be completed prior to the deadline.
  - ii. *Duty Schedule and Deadlines:* Duties are generally performed three times per week (Tu-Th-Su); however, please see the House Manager or the duty posting for specific days and time deadlines. *NOTE: Generally, due to the number of duties and residents, the Resident can expect to only be assigned a duty every 3<sup>rd</sup> week or so... as such, this is a manageable responsibility of residency.*
  - iii. *Duty Specifications:* Duties generally range from full kitchen cleanup + dishes to mopping + cleaning the communal bathrooms to vacuuming / removing debris from the hallway; however, please see the House Manager or the duty posting for the complete list of duties for any given week and the specific requirements of each duty.
  - iv. *Duty Assignment:* Duty assignment is generally rotated week-to-week throughout the whole list of duties in order for this process to be fair to all residents. However, the House Manager reserves the right to assign specific house duties to individual residents. For example, if a resident and/or guests makes a mess in the kitchen and fails to clean up, then that resident may be specifically assigned 'Kitchen' duty for the following week or weeks.
  - v. *Duty Fines:* Residents who fail to complete their assigned duties in-full are subject to a fine (and possibly penalty strike) issued by the House Manager. The House Manager will check all duties by 9pm on the evening of the deadline (or next morning) to ensure that they have been completed.
    - i. Duty fines are generally \$5 - \$30 per infraction depending on which particular duty has not been completed and the level of effort made by the Resident. Review of duty performance or the assessment of duty fines is solely at the discretion of the Society. Duty fines generally go to another resident as 'payment' to complete your duty for you.
    - ii. Penalty strikes may also be assessed after multiple warnings and/or duty fines have been issued. Penalty strikes are only issued when it is clear the Resident is unwilling or incapable of following House rules... and progressive warnings regarding eviction are required. *NOTE: Penalty strikes cannot be 'worked off'.* A tenant accumulating 2 penalty strikes will receive a warning regarding eviction. A tenant accumulating 3 penalty strikes automatically receives a one (1) month eviction notice. A tenant accumulating 4 penalty strikes will receive IMMEDIATE EVICTION (24 hrs notice).
    - iii. Duties that are incomplete by the deadline or not performed to the level of standard outlined in the duty description are subject to such fines and/or other penalties.
    - iv. Duty fines as they are incurred will be listed on the House bulletin board or the duty posting. Duty fines must be paid in full to the Society (along with rent) on the 1<sup>st</sup> day of the following month. Failure to pay duty fines in full at the end of each month is viewed the same as non-payment of rent by the Society and may lead to eviction.
    - v. The Resident may be able to 'work off' duty fines incurred each month by performing extra duties around the House – see the House Manager to make arrangements.
  - vi. A fine may not excuse the Resident from completing his/her duties – it is simply a deterrent against future violations. If the Resident does not complete his/her assigned duty by the deadline, he/she will be fined and the House Manager will also actively encourage the Resident to fulfill his/her obligations – whether it be the evening of the deadline or the next day. Continued disregard for housecleaning responsibilities or non-cooperation with House management regarding this issue, is grounds for eviction.
  - vii. *Unable to Perform Duties:* It is the responsibility of the Resident to make alternative arrangements if he/she cannot perform their assigned duties by the deadline for any reason. For example, if you are going on vacation for a few days, you may make arrangements with a fellow resident to perform your duties in exchange for you completing their duties at a later date. In the event that the Resident may be away from the House for an extended period, he/she may be excused from duties if a minimum of one (1) week's notice is given and the House Manager can make alternative arrangements. *NOTE: Regardless of any special arrangements by the Resident, he/she is still responsible for any assigned fines applicable to their assigned duty.*
  - viii. *Duties and Communal Living:* Duties may involve cleaning up the mess left by fellow residents and/or their guests – this is the nature of a communal housing arrangement. Residents are encouraged, however, to communicate about such issues with their fellow residents and help monitor the safety and cleanliness of the House. *NOTE: Self-policing and reporting violations to the Society ultimately improves the livability of the House for all residents.* If the Resident does feel that a duty is unfairly challenging, he/she may appeal to the House Manager.
  - ix. *Unacceptable Conduct:* If the Resident and/or guests do make a mess in the common areas that is unacceptable to other residents and/or the Society, he/she will be required to take IMMEDIATE action to clean-up the situation upon notification by the House Manager. This would be in addition to any assigned duties and may result in a fine. Failure to rectify the situation in due course would then be grounds for further fines and/or eviction.
27. *Kitchen:* The kitchen area and limited equipment is available 24 hours per day to all residents (unless otherwise directed by the cook or the Society). However, if issues such as food theft, vandalism, cleanliness, noise, or unacceptable conduct arise, the Society reserves the right to lock the kitchen facilities each day from 11:00pm to 8:00am the following morning.

- i. *Kitchen Equipment:* The House only guarantees the following kitchen equipment will be made available for use by the Resident: a stove, microwave, and limited fridge/freezer space. The House is not required to supply any other equipment, such as but not limited to: cutlery, dishes, pots, pans, coffee pot, etc. Although additional equipment and supplies may be made available for use by the Resident for certain periods, this property of the Society may be removed at any time.
  - ii. *Food Services (Winter Session only):* Our cook prepares lunch and dinner Monday – Friday for all residents. If you cannot make a meal-time, you can ask the cook to put a bag lunch or dinner plate aside for you. Whenever possible, the cook will try to accommodate special meal requests or menu suggestions; however, the meal plan is non-negotiable as set by the Society. Residents are expected to treat the cook respectfully and pleasantly at all times as abusive behavior is grounds for eviction. Any issues regarding food services or the quality of food should be directed to the House Manager and not the cook. Various other food service rules are as follows:
    - i. All non-residents (including guests and girlfriends) must pay for all food they consume at the House (this includes non-scheduled meals, breakfasts, and snacks as well) – see the House Manager regarding fees. Residents may be fined for the food service abuses of their guests.
    - ii. Residents are expected to always practice proper food safety and management practices. For example, perishables should be returned to the fridge, bread bags should be closed, stored food should be covered, etc. Residents caught wasting food thru negligence or deliberate action are subject to fines and/or eviction.
    - iii. Residents are expected to use kitchen equipment safely and properly monitor all cooking. Dangerous horseplay or negligence involving this equipment is grounds for immediate eviction.
  - iii. *Cleaning and Dishes:* The Resident is responsible for cleaning up after him/herself as they use the kitchen facilities – NO LATER THAN one (1) hour after such use. Failure to do so may result in a fine. Weekly 'Kitchen' duty as assigned by the House Manager is not responsible to clean up after individual residents – this duty only includes communal issues such as mopping floors, cleaning fridges, taking out garbage, loading the dishwasher, etc. The Resident's responsibilities regarding their kitchen use include but are not limited to:
    - i. Scraping food residue off dishes into the garbage after use, rinsing thoroughly, and placing all dishes, cups, utensils, etc. in the bus trays. Leaving dirty dishes in the servery or kitchen sink or on the counters for an extended period of time interferes with the ability of the other residents to use the kitchen – it is not acceptable and may result in a fine.
    - ii. Cleaning and washing all pots, pans, bowls, etc. that are used for personal cooking as these items do not go in the bus trays.
    - iii. Cleaning counters, cutting boards, etc. Soap and water should be used to ensure food safety – particularly if meat products have been used.
    - iv. Placing all garbage or food waste in a proper receptacle.
    - v. Placing all recyclable materials in the appropriate receptacle.
    - vi. Putting all perishable food back in a fridge/freezer and putting any non-perishable food or sundries back on a shelf. The counter top should be cleared of all objects or food after use.
    - vii. Cleaning any spillage, splatter, or food remnants from the stove top, microwave, floors, fridges, dining room table, counters, etc.
    - viii. Sweeping or mopping any items that have spilt or fallen to the floor, - including placing gathered debris in a proper garbage receptacle and emptying the mop bucket after use.
    - ix. Taking any large garbage items (such as boxes) from the kitchen or dining room area to the dumpster for disposal.
    - x. Turning off stove burners, the oven, the grill, and/or the exhaust fan.
  - iv. *Food Safety:* The Resident is always expected to follow sanitation and food safety rules when using the kitchen facilities to ensure a clean and usable area for fellow residents. This includes not leaving meat or other perishable food exposed on counters or in fridges and removing any old or rotten food from shelves or fridges.
  - v. *Food Storage:* Residents are responsible to properly manage all personal food stuffs stored in the House cupboards, fridges, or freezers. Old, rotten, or empty items should be properly and routinely disposed of. If your food is spilt or leaking, you are expected to clean it up in a timely manner. Further, during the summer, residents may be asked to store their food in a certain manner as designated by the House Manager (e.g. in a box with their name on it). Failure to comply with these requests may lead to fines and/or eviction.
  - vi. *Food Theft:* Any resident or their guest caught stealing the food of another resident or the House will be heavily fined and/or evicted. All residents are encouraged to store non-perishable foods in their room and purchase small room fridges if necessary for other items as the Society does not guarantee the safety or security of items stored in the communal kitchen.
28. *Maintenance, Repairs, Alterations:* All such issues, prior to any action, should be brought to the attention of the House Manager.
- i. The Resident may not make any alterations to their rental room or any other area of the House without the consent in writing of the Society. This includes, but is not limited to: painting, removal of furniture, hanging items to the walls or ceilings, etc.
  - ii. If such consent is given, the Resident is liable for all costs associated with the approved repairs or alterations. This includes but is not limited to: cleaning or disposal costs, any subsequent repairs required to correct problems arising from such alterations, and any damage such alterations cause to the person or property of the Resident, other residents, the Society, or the Fraternity.
  - iii. If the Resident does perform such alterations without the written consent of the Society, the Resident shall be liable for the total cost required to return that area to its prior condition (using only contractors or handymen approved by the Society). If the alteration cannot be returned or repaired to its prior condition, the Resident will be liable for the cost of a replacement (which must be approved by the Society) or possibly even new materials.

- iv. The Resident shall not attempt to make any repairs or adjustments to any equipment in the House without the approval or supervision of the House Manager – for example, but not limited to: thermostats, furnace, washer/dryer, doors & door closers, toilets, lights, smoke alarms and fire safety equipment, etc.
  - v. The Resident will immediately notify the House Manager if they see any issue that needs maintenance or repair - whether in their room or any common area of the House. Failure to do so will result in the Resident being liable for related repairs or damage if blatant negligence has occurred on their part.
29. *House Communication:* Understand that the Society will have to communicate particular issues with the Resident (or the House in general) from time-to-time.
- i. In so doing, the Society will usually use two mediums: email and/or notices. As part of your check-in procedure, the Society encourages all residents to provide the House Manager with an active email address. This is the easiest and timeliest method by which to communicate House information back-and-forth between the resident and the Society. Also, Management will generally post any such House communication in the form of notices – either posted on the House notice board, white board, individual room notice boards, or directly in applicable areas of the House. In urgent circumstances, the Society may also phone your contact number and leave a message if you are not available.
  - ii. *NOTE: It is the resident's responsibility to regularly and thoroughly check all the mediums and House areas listed here in order to be fully aware of House issues. If the House Manager has made all reasonable attempts to communicate as listed here, failure by the resident to receive a particular House notice or directive does not mitigate the resident of their responsibilities under the terms of this contract.*
  - iii. *Disciplinary Communication:* When a violation of this contract is brought to the attention of the Society, we are responsible for ensuring that an investigation is conducted, and for deciding when necessary, upon the appropriate penalty.
    - i. Management has three (3) options when dealing with a resident who has violated their contract:
      - 1. We may issue a warning.
      - 2. We may issue a fine or assessment (i.e. a duty or conduct fine, a damage assessment, etc.)
      - 3. We may issue an eviction notice.
    - ii. *NOTE: Although some communication between the Resident and the Society may be verbal or unofficial, in the event of a dispute or request for re-assessment, only documented (i.e. written and signed) communication or correspondence held in the resident's file or supplied by the Resident will be acceptable for review. Unfortunately, hearsay cannot be verified – as such, it is the resident's responsibility that they receive all communication, agreements, warnings, or notices of pertinence from the Society in writing and the Society will oblige all such requests.*
    - iii. Eviction and damage assessments are reviewed in this contract; however, the resident should become fully aware of duty and conduct enforcement options and the House Manager's methods of communicating such violations. This management style may be unique or unfamiliar to the Resident; however, by signing this contract you agree to these terms, and it is up to you to obtain clarification from the House Manager about these applicable penalties and policies.
  - iv. *Cooperation with Management:* Residents and guests shall cooperate with requests from the Society (i.e. the House Manager, Assistant House Manager(s), or Alumni House Director), Strata Council representatives (i.e. Property Manager, other House Managers, etc.), and/or their agents (i.e. cook, contractors, tradesmen, landscapers, etc.). Failure to cooperate with, and/or verbal or physical harassment or abuse, may result in conduct fines, eviction from the House, and/or future banishment from the residence. Misleading or not cooperating with a House investigation may also result to conduct fines or eviction.
30. *Security:* Every resident is responsible for taking reasonable precautions to ensure the House is protected from any breach of security. This includes, but is not limited to, locking their room door, closing and locking windows, closing and locking House entrance doors, NOT propping open House entrance doors, NOT permitting unknown persons to follow them into the House, questioning visitors as to their business in the House, and immediately reporting strangers or security concerns to the House Manager. If the Society has reasonable evidence that shows a resident has not taken proper and reasonable precautions regarding House security, the Society has the right to issue the resident with a conduct fine and/or assess the resident for ANY damages or theft that occurs as a result.
31. *Delivery of Personal Property:* Personal property delivered to the House will not be accepted by any representative of the Society – only the resident can accept delivery. The Society does not accept any responsibility for personal property delivered to the Village, parkade, or left in any House area. Residents are required to make arrangements to have all personal property held until they are present to collect it.
32. *Personal Furniture:* Only furniture supplied by the Society is permitted in the common areas, porch / patio areas, or the resident's room. Costs associated with removing additional furniture delivered to the House by the Resident may be assessed at check-out if the items are not removed at that time. Exceptions may be made at the discretion of the Society; however, the resident must obtain written permission from the House Manager as such regarding each specific item, its usage, where it can be kept, and for how long.
33. *Cable TV:* Cable TV is supplied in the main floor living room and the downstairs rec room for the common use of all residents. The use of cablevision is not provided in individual residence rooms. However, with written management approval, residents may obtain cablevision services for their own room from a licensed provider (e.g. Shaw Cable) if they agree to pay all connection fees and set-up a subscription account in their own name. *NOTE: Tampering with cable, cable splitting or splicing, diverting the signal, or attempting any other unauthorized access to cablevision is prohibited. Also,*

*setting up a satellite dish and wiring to receive satellite cable services at the House is prohibited. Such offenses are grounds for fines and/or evictions.*

34. *Fire Safety:* Safety equipment including sprinklers, smoke detectors, heat sensors, fire exit signs, fire extinguishers, pull stations, hoses, alarm bells, and any other safety equipment is necessary to safeguard residents. Handling, usage, or interfering with any fire safety equipment for any reason other than an emergency is prohibited and is grounds for IMMEDIATE EVICTION (24hrs notice). Unintended interference (i.e. hanging objects from sprinkler heads, striking safety equipment with an object, etc.) may also result in eviction.
- i. Residents are required to immediately evacuate the building in the event of a fire alarm or actual emergency. Failure to evacuate during these situations is grounds for immediate eviction.
  - ii. Tampering with or disabling a door's lock mechanism, or propping open a security or fire door, is also grounds for immediate eviction.
  - iii. Smoking is not permitted in the House or restricted Village areas. The entire interior of the House (including individual rooms) as well as the parkade and elevators are non-smoking areas.
  - iv. Smoking is permitted on the porch or patio; however, smokers must be far enough away from windows or doors so as not to affect other residents inside.
  - v. The resident shall also refrain from the burning of candles, incense, or any other open-flame source in their room or elsewhere in the House. Failure to comply may lead to fines and/or eviction.
35. *Barbequing and Outdoor Grilling:* Barbequing and outdoor grilling is permitted only on the patio (located on the west side of the House) on House-approved barbecues. It is not permitted inside the house, on the patio, or in any other common Village area. When barbequing, the grill must be attended to at all times, and placed a sufficient distance away from the building as to not inconvenience other residents or pose a fire risk. If complaints are made from residents or neighbors regarding smoke or odors as a result of barbequing, you will stop at once and move your cooking indoors to the kitchen facilities. Barbequing on the patio is NOT permitted during quiet hours.
36. *Pets:* Pet animals, insects, or fish of any kind (except certified handicap-assistance animals) are NOT ALLOWED in the House or individual rooms at any time. If the Resident and/or guests allows any animal into the House or hold a pet in their room, he/she is subject to IMMEDIATE EVICTION.
37. *Parking:*
- i. *Motorized Vehicles:*
    - i. Parking of motorized vehicles (which includes but is not limited to cars, motorcycles, mopeds, and scooters) on the Village property or parkade is strictly regulated. Residence parking spaces are limited and a parking assignment is not guaranteed – see the House Manager for availability and costs.
    - ii. Residents cannot park in access or fire lanes for any reason. If you are moving items, you may ask the House Manager for temporary access to the parkade and elevator for your vehicle.
    - iii. The terms and conditions of parking and available options are outlined in the “ADP Parking Lease”. This is a separate agreement between the resident and the Society. You can request more information regarding parking from the House Manager; however, here are some general notes:
      1. You can only park in your reserved parking spot and only for the period and/or times outlined in your Parking Contract.
      2. Residents cannot use their allocated parking space for a vehicle not registered for their Parking Contract (i.e. a second vehicle or parking for guest or friends).
      3. Unregistered vehicles may, without notice, be towed at their owner's expense. The Society is not responsible for any inconvenience suffered by you if an unregistered vehicle is parked in your assigned stall and we will not compensate you in any way if such an incident occurs.
      4. Residents attempting to transfer their allocated parking space will have their assignment cancelled and will forfeit their parking fees.
  - ii. *Bicycles:*
    - i. Bicycle theft is a common problem throughout the UBC campus, including the Village. Good quality locks and chains are recommended for all bicycles. The House has a bicycle storage area. Bicycles must not be stored in a resident's room or hallway, common area, or porch. Due to fire safety regulations, any bicycle found in the common areas of the house or blocking any outside entrance will be removed – and the Society will not be responsible for any loss, damage, or theft of a bicycle removed as such.
  - iii. *Theft or Damage:*
    - i. The Society is not responsible for theft or damage to cars, bicycles, motorcycles, mopeds, scooters, or any other vehicle – or any contents stored on or within them.