

STUDENT HOUSING AGREEMENT

Move In Day	Move Out Date:
Contract Start Date:	Contract Termination Date: April 30 annually or on the move out date whichever is sooner
Name:	
Student Number:	
Registered Student: Y ☐ N ☐	
Long Term Stay: Y ☐ N ☐	Short Term Stay: Y ☐ N ☐ Note: Short term stays only available between May 1 and Aug 15 annually
Fort St John 9608 120 Ave Fort St John BC V1J 8C3	Dawson Creek 11401 8th Street Dawson Creek V1G 4G2
Emergency Contact:	

Definitions:

Resident – the individual applicant for student housing and a party to this contract

Student – a resident who is currently a registered student. Priority will be given to NLC students.

Non-Student – a resident who is not a registered student for more than one academic semester (Please see non-student contract)

Family – an adult(s) NLC student with dependent(s), non-student, child(ren). A couple is not considered a “family” and does not qualify for the family rate.

Housing Application Fee – The fee set out in Non-academic Fee Table

Student Housing Period – the agreed upon period corresponding with the timing of the Resident’s on-campus program, comprising one or more semesters, and may be amended from time to time as the program schedule is determined, *Student Housing* – the residential facilities offered by the College.

Whereas Northern Lights College (“the College”) has accepted the application of the Resident to live in NLC Student Housing subject to the Resident entering into this contract (herein referred to as the “Agreement”), and the Resident has paid the Housing Application Fee and agreed to enter into this Agreement;

Now, therefore, in consideration of the mutual promises herein contained, the College and the Resident agree as follows:

1. Term

1. This Agreement commences on the date it is signed by both parties
2. This Agreement terminates on April 30th annually, or the last day of the Student Housing Period, whichever is earlier (the “Termination Date”).

STUDENT HOUSING AGREEMENT

2. Accommodation

- a. The College will provide the Resident with a room _____ in suite _____.
- b. The Student Housing Manager will assign the Resident's room/suite for the Student Housing Period. For the purposes of this Agreement, "room/suite" will refer to the Resident's room and if the room is part of a suite, the suite as well,
- c. Once the Resident has been assigned a room/suite and provided with a key and swipe card to the room/suite, the Resident has the right to occupy the room/suite and its furniture and effects, in accordance with this Agreement, for the applicable Student Housing Period or until Termination of this Agreement pursuant to section 6 of this Agreement.
- d. The College and/or the Student Housing Manager reserves the right to re-assign the Resident to a different room/suite for any reason and at any time upon twenty-four (24) hours' notice to the Resident.
- e. In the event the Resident is re-assigned by the College to room/suite with a lower rate of rent the Resident will receive a pro-rated discount. In the event the Resident is re-assigned by the College to a room/suite with a higher rate of rent the Resident's rate of rent will not be increased.
- f. Room/suite transfer requests from the Resident will be considered by the Student Housing Manager depending on availability. Requests from students are subject to a Room Change Request fee.

3. Damage Deposit

- a. On or before the commencement date of the Student Housing Period, the Resident shall pay to the College a deposit in the amount as determined during the billing process email (the "Damage Deposit").

4. Rent

- a. The Resident shall pay _____ / semester or trades term (circle one) for accommodation in the room/suite (the "Rent").
- b. The Resident shall pay the Rent to the College in full five (5) business days prior to moving in.
- c. The College will set the rate of rent annually, through publication of the fee table annually, no later than June 1 of each year.
- d. The Rent agreed to by the Resident under this Agreement does not entitle or guarantee a particular rate of rent in future academic years or under future rental agreements.

5. Liability

- a. The College is not responsible for any property/vehicle of the Resident or of the Resident's guest(s) which may be lost, stolen, destroyed, damaged or become inoperable in any way, wherever such occurs.
- b. The College is not responsible for any injury, death, damage or loss whatsoever to the Resident or the Resident's guest(s) while in or about the room/suite, Student Housing or the College or while using facilities or equipment of or engaged in activities organized or sponsored by the College wherever they occur.
- c. The College is not responsible for any failure to perform its obligations under this Agreement in the event of circumstances beyond the College's reasonable control (including without limitation fire, flood, any act of God, strike or lockout) or for any failure to provide a utility service in Student Housing

STUDENT HOUSING AGREEMENT

or to the Resident or any change in the quality or quantity of a utility service, whether such utility service is provided by the College or a third party.

- d. The College is not responsible for any vehicles of the Resident or of the Resident's guest(s) that are towed due to licensing, abandonment or parking violations, wherever this occurs.
- e. The College's insurance does not provide coverage or indemnity for the Resident's property.
- f. The Resident acknowledges that they are responsible for obtaining and maintaining their own insurance plan for their personal property.

6. Termination and End of Student Housing Period

- a. This Agreement terminates on
 - i. The Termination Date,
 - ii. at the end of the notice period, if this Agreement is terminated pursuant to Section 6.d, 6.e, or 6.f; or
 - iii. immediately if this Agreement is terminated pursuant to Section 6.b. or 6.c
- b. The College may terminate or suspend this Agreement immediately at any time by providing written notice to the Resident in the event of circumstances beyond the College's reasonable control (including, without limitation fire, flood, any act of God, strike or lockout) which make continued operation of Student Housing unfeasible and in which case the College may make a pro-rated refund of the rental fee to the Resident.
- c. The College may terminate this Agreement immediately at any time by providing written notice to the Resident as outlined in the Progressive Discipline Process if the continued presence of the Resident constitutes a real or apparent danger to the safety of staff or any other Resident in Student Housing.
- d. The College may terminate this Agreement at any time with a minimum of 48 hours' written notice to the Resident where:
 - i. the Resident ceases, for any reason, to be a registered student in attendance at the College;
 - ii. the Resident has incurred an infraction as outlined by the *Student Housing Handbook* or the rules, regulations and policies of the College;
 - iii. the Resident has not paid the required room fee at the required time or is in arrears in payment of other charges, fines or fees owed by Student Housing to the College; or
 - iv. the Resident is otherwise in breach of this Agreement. The College may terminate this Agreement at any time with 48 hours written notice to the Resident where it has been determined that the Resident has engaged in a serious infraction as outlined by the *Student Housing Handbook* or the rules, regulations and policies of the College.
- e. The Resident may terminate this Agreement prior to the end of the Term by giving the Student Housing Manager 48 hours written notice.
 - i. On the Termination Date, or upon the Termination of the Contract, the Resident must:
 - ii. relinquish all keys in the Resident's possession to the Student Housing Manager;
 - iii. return any linens, bedding, utensils, televisions or any other equipment provided by the College;

STUDENT HOUSING AGREEMENT

- iv. vacate Student Housing, including removing from Student Housing all the Resident's belongings and ensuring that the room/suite is left in the same repair and clean condition as when first occupied by the Resident;
- v. complete the checkout checklist, referred to in the Student Housing Handbook; and
- vi. pay the costs of:
 - A. any repairs to Student Housing,
 - B. replacing any of the property of the College in Student Housing, or
 - C. cleaning the Resident's room/suite or any other parts of Student Housing, that are required as a result of damage or loss determined by the College to have been caused or contributed to by the Resident or the Resident's guest(s); and
 - D. pay any Rent or fines that are outstanding.
- f. The Resident is required to complete the move-out paperwork prior to vacating the premises. Neglecting to complete this final inspection may lead to the forfeiture of the damage deposit and leave the occupant liable for any assessed damages not previously documented in the initial inventory.
- g. If this Agreement is terminated pursuant to Section 6.c or 6.d (ii-iv), the College will deduct any fees or amounts owed by the Resident to the College from any unused portion of the Damage Deposit. If there is an amount left over, the remaining Damage Deposit will be refunded to the Resident. There is no refund of any remaining rental fees to the Resident.
- h. If this Agreement is terminated pursuant to Section 6.d(i) or 6.e, the College will deduct any fees or amounts owed by the Resident to the College and then prorate a rental refund on a month-by-month basis. The Damage Deposit will also be refunded if applicable.
- i. In the event the Resident fails to vacate Student Housing as required pursuant to Section 6.h, the Student Housing Manager, other College staff or their agents may, without further notice to the Resident, enter the Resident's room/suite whether the Resident is present or not and remove to storage the property of the Resident and thereafter deny to the Resident all further access to Student Housing. In such circumstances, the Resident will be responsible for paying the full amount of any costs associated with the failure to vacate, including the cost of any cleaning and repairs required. The Resident will be given written notice from the College to pick up their property within two (2) business days. If the Resident does not pick up their property within these two (2) business days, the College will place the property into storage for thirty (30) days at a cost to the Resident (fees are found in the Student Housing and Farm Fee Table). The Resident may retrieve their property from storage by making arrangements with the Student Housing Manager. At the end of the thirty (30) day storage period, the Student Housing Manager may dispose of the property at its discretion.
- j. The room/suite and Student Housing will not be recognized by the College as being vacated until all keys and/or swipe cards relating to Student Housing have been returned to the College, all goods and personal effects have been removed from Student Housing and the Resident has left the room/suite and Student Housing, including all furnishings, appliances and equipment in the same repair and clean condition as when first occupied.
- k. The Resident agrees that if the Resident owes any amount of money to the College at the time this Agreement is terminated, after exhausting the Resident's Damage Deposit and any other refund due, the College will be permitted to withhold the Resident's transcripts, course marks and/or certificates until such amounts due are paid to the College in full.

STUDENT HOUSING AGREEMENT

- t. Upon termination, the Resident remains liable for any rental fees or fines or other costs or charges pursuant to this Agreement or the *Student Housing Handbook*, available online at www.nlc.bc.ca

7. Resident's Obligations

- a. The Resident must advise the Student Housing Manager within 5 days when the Resident ceases to be a student of the College.
- b. The Resident must pay all fees as they are due and fines or other costs as they are imposed.
- c. The Resident agrees that in the case of an emergency, the College and/or Student Housing Manager may contact the Resident's Emergency Contact named in this agreement.
- d. The Resident agrees to comply with all federal, provincial and local government laws, regulations and bylaws and to comply with all rules, regulations and policies of the College with respect to the Resident's use and occupancy of the room/suite and Student Housing, within the College premises and during any activity organized or sponsored by the College, including but not limited to A-5.15 Student Discrimination, Bullying, and Harassment Prevention and A-5.04 Student Non-Academic Code of Conduct.
- e. The Resident acknowledges that they have access to an online copy of the *Student Housing Handbook* and agrees to comply with the *Student Housing Handbook*, as amended from time to time, during each Student Housing Period. The *Student Housing Handbook* can be found online at www.nlc.bc.ca. If there is any inconsistency between the terms of this Agreement and the *Student Housing Handbook*, unless expressly stated otherwise, the terms of this Agreement govern to the extent required to resolve the inconsistency.
- f. The Resident agrees to maintain the room/suite and any property of the College therein in a good and clean condition and to advise the Student Housing Manager if any repairs are needed.
- g. Upon moving into their assigned room or suite, occupants must complete and return a Mandatory Room Checklist to the Student Housing Manager within 24 hours of occupancy. This document serves as the official record for the college to assess any potential damage or missing furniture throughout the residency; failure to submit this form results in the college assuming the unit and its effects were in perfect condition upon arrival.
- h. The Resident must pay the College a fee for the reissuing of any keys or swipe cards due to loss or theft. The Resident will be charged full replacement if they are not returned pursuant to 6.h.
- i. The Resident is responsible for the behaviour and actions of any guest of the Resident. A guest includes any person the Resident permits into the room/suite or Student Housing.
- j. The Resident acknowledges that the Resident does not have the right to exclusive occupancy of the room/suite, nor does the Resident have the right of privacy in the room/suite except as set out in the *Student Housing Handbook*.
- k. The College has the right to enter the Resident's room/suite without notice for reasons of safety, security or the protection of persons or property, and to conduct an investigation of any alleged breach of the *Student Housing Handbook* or of any rule, regulation or policy of the College or for the enforcement of same. This includes permitting College staff, the Student Housing Manager and/or Student Housing Assistants to enter, view and monitor the state of cleanliness and repair of the Resident's room/suite, to make repairs, and if required, at the Resident's expense, to clean the room/suite and remove unauthorized items. If the entry is for a non-emergency reason, the College will provide 24 hours' notice to the Resident.

STUDENT HOUSING AGREEMENT

- l. The Resident agrees to make the Student Housing Manager or a Student Housing Assistant aware of any illegal activity or breach of the *Student Housing Handbook* that the Resident witnesses or becomes aware of within the Resident's room/suite.
- m. The Resident shall not assign or sublet the room/suite to any other person.
- n. The Resident agrees that the Resident and any guest(s) of the Resident shall not engage in any criminal activity on Student Housing premises or property, including but not limited to:
 - i. any illegal drug-related activity (as described in the laws governing British Columbia and Canada);
 - ii. solicitation (sex trade workers and related nuisance activity);
 - iii. street gang or organized crime activity;
 - iv. assault or threatened assault;
 - v. unlawful possession or use of a firearm or prohibited weapons; and
 - vi. any activity, criminal or not, which threatens the health, safety or welfare of any persons within Student Housing.

8. General

- a. Any notice to the Resident shall be sufficient if served on the Resident personally, emailed to the Resident at the email address provided by the Resident, or delivered to the Resident's room/suite.
- b. Any notice to the College shall be sufficient if in writing and delivered to the Student Housing Manager personally or sent by email to the Student Housing Manager at the email address provided in the *Student Housing Handbook*.
- c. In this Agreement, any decision or determination made by the College or the Student Housing Manager is at their sole discretion, unless expressly stated otherwise.
- d. The Resident may not assign any of the Resident's rights under this Agreement to any other person.
- e. This Agreement shall be governed by the laws of British Columbia and the laws of Canada applicable therein.
- f. This Agreement may be amended by the College in its sole discretion by providing written notice of the amendment to the Resident.
- g. All paragraphs, subparagraphs and covenants contained in this Agreement are severable, and in the event that any of them shall be held to be invalid, unenforceable or void by a court of a competent jurisdiction, such paragraphs, subparagraphs or covenants shall be severed, and the remainder of this Agreement shall remain in full force and effect.
- a. The Resident and College acknowledge that the housing provided in this Agreement is excluded from the application of the *Residential Tenancy Act*, SBC 2002, c 78, as amended. Should an incident occur resulting in police involvement, the Resident consents to the investigating police service releasing information to the College, and *vice versa*, in accordance with the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165.
- h. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature and by electronic transmission (including PDF or other electronic

STUDENT HOUSING AGREEMENT

means), and any such electronic signature or electronic copy shall be deemed to be an original and shall be legally valid and binding on the parties to the same extent as an original handwritten signature.

- i. The Resident acknowledges having read and understood this Agreement and the *Student Housing Handbook*. The Resident agrees to be bound by the terms and conditions of this Agreement and the terms, conditions and rules pertaining to Student Housing occupancy as they currently exist and as they may be amended or added to from time to time.
- j. This Agreement, along with the *Student Housing Handbook* contains the complete Agreement concerning your tenancy with the College and will, as of the date it is executed, supersede any and all other agreements between the parties. The parties agree that there are no collateral contracts or agreements between them, that neither of them has made any representations to the other except such representations as are specifically set forth in this Agreement, and that any statements or representations that may previously have been made by either of them to other, including but not limited to negligent misrepresentations, have not been relied on in connection with the execution of this Agreement and are of no effect.

Agreed at _____, British Columbia, this ____ day of _____, 20____.

Signature of Resident	Signed on Behalf of the College
Name of Resident:	Northern Lights College

If the Resident is under the age of 19 as of the date this Agreement is signed, the Resident's parent or guardian must also sign below.

	Name of Parent / Guardian
Signature of Parent/Guardian	Date of Parent/Guardian Signature