



RESIDENCE TENANCY AGREEMENT

This Agreement is entered into between

AMBROSE UNIVERSITY

(“Ambrose”)

Landlord

AND

(“Resident”)

Tenant

Ambrose hereby agrees to provide a personal study bedroom (“**Room**”) to the Resident, a registered student of Ambrose.

The Resident agrees to rent a furnished residential accommodation in one of two residence buildings on the Ambrose campus; Wilson Residence, located at 100 Ambrose Circle SW or Resident-Education, located at 22 Ambrose Way SW, both in Calgary, Alberta.

For information on “Eligibility and Requirements to Live in Residence”, refer to the Residence Life Community Standards on the Ambrose website (ambrose.edu).

1. **TERM**

The Resident agrees to an eight-month term during the academic year (fall and winter semesters), which does not include the Christmas break or spring/summer months.

Residents may apply to extend their term for a specified period by completing an extension application. Additional fees will apply for extensions. Approval for extensions are granted by the Director of Campus Services. Extension approvals are not guaranteed.

2. **FEES**

Residence fees are determined prior to the commencement of the fall semester. At the time of application, a \$200 non-refundable Room reservation fee is required to hold a Room for the Resident. The reservation fee will be credited toward the Resident’s fees for the term of the Resident Tenancy Agreement.

Residence fees must be paid in full prior to moving in and prior to the start of the winter semester unless otherwise approved by the Finance department. Should the Resident need to terminate their Residence Tenancy Agreement at the end of the fall semester, no fees will be required for the winter semester.

The Resident is required to provide a damage deposit in the amount of \$500, which includes a yearly \$25 non-refundable administration fee. The deposit will remain on the Resident's account for the duration of the Resident Tenancy Agreement. The Resident will be responsible for the cost of repairs to their Room or any common spaces that have been damaged. Upon completion of a move-out inspection, the Resident will be refunded any remaining balance from the damage deposit less the amount of damage attributed to them during their stay in residence.

3. **OCCUPANCY AND USE**

Occupancy of the Room is restricted to the Resident. Ambrose will assign to the Resident their Room and reserves the right to reallocate rooms or reassign roommates if the need should arise. A move-in inspection at the time of occupancy will be completed by Ambrose.

The Resident will not use their Room for any purpose other than that of a living quarter. The Resident will not use their Room to conduct any business, trade, other potentially illicit activities, or for immoral purposes. The Resident will not do anything to create or allow a health, fire, or other hazard to exist.

4. **SERVICES, UTILITIES, AND INSURANCE**

Ambrose will be responsible to provide all services and utilities for the Room, which includes water, heat, electricity, and wireless internet services, as well as tenant insurance, which will be provided at move-in.

5. **CARE OF ROOM**

The Resident will be responsible for all aspects of care of their assigned Room and will work with their residence community to maintain the common spaces within their pod. The Resident is expected to take good and proper care of the Room, which includes the care of furniture, appliances, and all Ambrose property to ensure they are kept in clean condition and working order. The Resident is responsible for submitting work requests to Campus Services for Room items that require repair or attention. *Work requests are submitted to workrequests@ambrose.edu.*

6. **WAIVER AND INDEMNITY**

The Resident hereby releases, waives, and discharges Ambrose, its employees, contractors, and Board of Directors, from any lawsuit related to liability for loss, personal injury, accident, misfortune, or damage to any persons or property which occurs in connection with the Resident's participation in this Residence Tenancy Agreement.

7. **PETS**

No pets of any kind are to be brought into or kept in the residence buildings, either on a permanent or temporary basis without the express written consent of the Residence Director and/or Director

of Campus Services. Pets are defined as animals of any kind (with the exception of small fish), reptiles, or birds.

8. SMOKING

The Resident and Ambrose agree that Ambrose is a smoke-free campus. The use or possession of any products related to smoking vaping, e-cigarettes, cannabis, or tobacco are strictly prohibited. Campus is defined as any property owned and operated by Ambrose and includes outdoor spaces, parking lots, or any vehicle on Ambrose property.

9. FLAMMABLES

No potentially flammable item or combustible product is permitted in residence at any time. This includes any items with open flames such as candles, sparklers, fireworks, oil lamps, lanterns, or barbeques grills. This also includes highly flammable items such as aerosols, lighter fluids, or any other potential ignition sources. Space heaters are also not permitted unless approved by the Residence Director.

10. AMBROSE'S RIGHTS

Ambrose reserves the right to:

- a. Make routine maintenance/repairs/safety/cleaning inspections, including entering a room without prior notification and/or permission when there is reason to believe that there is a violation of Ambrose, municipal, provincial, or federal regulations/policy, or in the case of a potential emergency.
- b. Seize any of the Resident's personal items deemed to be involved in any illegal activity and/or personal items in violation of any Ambrose policy.

11. AMBROSE'S OBLIGATIONS

Ambrose will ensure that the following are provided in good working order and will include each in support of the health, safety, and security of the Resident:

- a. Keys, locks, and doors.
- b. Smoke/CO detectors, fire extinguishers, laundry services, and appliances.
- c. Utility services including heat, power, water, and internet services.
- d. Maintained egress routes clear of any obstructions.
- e. Furnished residential accommodation for the duration of the Residence Tenancy Agreement term.
- f. Adequate supervision of the residence by the Residence Director and Residence Assistant(s).
- g. Assurance that no combustibles or offensive goods will be kept in residence.
- h. Take such steps as may be required to preserve the Resident's quiet enjoyment of the premises as outlined in the Residence Life Community Standards,

12. THE RESIDENT'S OBLIGATIONS

The Resident will adhere to the Residence Life Community Standards in support of the health, safety, and security of their neighbor resident by ensuring:

- a. Egress routes are cleared of obstructions.
- b. That no combustibles or offensive goods are kept in residence.

- c. That residence furniture and effects will not be taken into or removed from the Room unless with the consent of the Residence Director.
- d. That furniture that is not issued by Ambrose is not brought into the residence without permission from the Residence Director.
- e. That they will not make or permit any disturbances or noise by occupants and visitors in the building.
- f. That they cooperate in keeping lawn areas free from litter, bicycles, and other equipment.
- g. That nothing will be thrown, swept, or placed out of the windows, doors, down stairways, or passageways of the residence buildings.
- h. That the doors to the residence building and pods are kept closed.
- i. That the Room is kept in a clean and orderly condition.
- j. That damage or vandalism to any Room or common area is promptly reported to Campus Services by submission of a work request. *Work request are to be submitted to workrequest@ambrose.edu.*
- k. That the Resident promptly vacates the residence on or before the last day of the Residence Tenancy Agreement term and will provide all check-out documentation to the Residence Director.
- l. That upon vacating the residence, all keys and/or parking passes will be returned to Campus Services.

13. NOTICE OF TERMINATION

Any misconduct will be handled in accordance with the Residence Life Community Standards.

Should the Resident voluntarily withdraw from enrolment at Ambrose, this Residence Tenancy Agreement will terminate, and the Resident will vacate the Room within 48 hours of their withdrawal. No credit will be granted to the Resident's account for any fees paid under this agreement.

Should the Resident be requested to tender their withdrawal from enrolment at Ambrose for reasons of misconduct, this agreement will terminate, and the Resident will vacate the Room immediately. A pro-rated refund may be provided to the Resident's account. Amounts previously deferred for payment will become due immediately.

Should the Resident be in breach of the terms of this agreement or abandon their occupancy of the Room, this agreement will terminate immediately, and the Resident will vacate the Room immediately. No credit will be granted to the Resident's account for any fees paid under this agreement. Amounts previously deferred for payment will become due immediately.

Should the Resident obtain the consent of Ambrose to terminate this agreement for medical reasons (based on a medical certificate) or any other hardship, the Resident will vacate the Room within 48 hours of obtaining consent. While such consent does not entitle the Resident to a credit for any fees paid under this agreement, Ambrose may credit a portion of the Room and/or food services fees applicable to the period remaining in the term.

For the purpose of this section, any misconduct may include any of the following:

- a. Failure to pay fees due under this agreement.

- b. Damage to the Room and residence or allowing for the Room and residence to be significantly damaged.
- c. Physical assault or threats to physically assault a student, employee, or other resident of Ambrose.
- d. Interfering with the rights of other residents or Ambrose.
- e. Committing any illegal acts in the Room.
- f. Failure to maintain the Room in a reasonable condition.
- g. Refusing to move out at the end of the tenancy.
- h. Failure to abide by any of the specified Residence Life Community Standards.

14. DAMAGE DEPOSIT

Ambrose may deduct from or apply the \$500 damage deposit towards costs associated with:

- a. The Resident owing money for rent.
- b. The Resident or guest(s) damaging the Room upon inspection.
- c. The Resident not cleaning the Room upon inspection.
- d. The Resident not returning their keys.
- e. The Resident owing money for other fees such as legal, utilities, or late fees.

15. AGREEMENT

_____ Date: _____
 Resident Name (month/date/year)

 Resident Signature

Address: _____
 (Street Address/PO Box)

 (City, Province, Postal Code, Country)

Phone: _____ Email: _____



_____ Date: _____
 (month/date/year)

AMBROSE UNIVERSITY
 Don Jaspar
 Director, Campus Services