Residence Contract

This document is important – please read. This document is a legally binding agreement between you and SFU. This document, together with your application/offer details page in SFU’s Residence and Housing online housing portal, defines the terms and conditions applicable to your stay within SFU residence. This document also obligates you to comply with various standards and regulations for the duration of your stay within SFU residence. By clicking “I accept” on the online “Residence Contract” page of SFU’s Residence and Housing online housing portal, you are:

(a) accepting an offer from SFU for accommodation in a student residence managed and operated by SFU’s Residence and Housing Office;

(b) incurring certain financial obligations to SFU; and

(c) confirming that you agree to comply with the terms and conditions as set out in this Agreement and the Residence Handbook, a copy of which has been made available to you in electronic form.

Definitions

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

(a) “Academic Term” means a period of time coinciding with an SFU academic term, from the first day of classes to the last day of exams;

(b) “Agreement” means this Residence Contract, as may be updated or amended by SFU from time to time in accordance with Section 1 of this Agreement, together with your application/offer details page in SFU’s Residence and Housing online housing portal;

(c) “Contract Term” means the term or period of time during which this Agreement is in effect, as indicated in your Housing Offer and your application/offer details page in SFU’s Residence and Housing online housing portal;

(d) “FIC” means Fraser International College;

(e) “Housing Offer” means the offer of housing delivered to you by SFU via email;

(f) “Move-In Date” means the date and time indicated as the move-in date in your application/offer details page in SFU’s Residence and Housing online housing portal, or such earlier date as agreed upon in writing by you and an authorized representative of SFU’s Residence and Housing Office;

(g) “Move-Out Date” means the date and time indicated as the move-out date in your application/offer details page in SFU’s Residence and Housing online housing portal, or such later date as agreed upon in writing by you and an authorized representative of SFU’s Residence and Housing Office;

(h) “Residence Buildings” means SFU’s Vancouver Graduate Building, Hamilton Hall, the Townhouses, the Shadbolt Tower, the Barbara Rae Tower, the Pauline Jewett Tower, Shell House, McTaggart-Cowan Hall or any other building in which SFU may offer students on or off campus housing from time to time, and “Residence Building” means any one of these Residence Buildings;
“Residence Fees” means the residence fees payable by you to SFU’s Residence and Housing Office in connection with your room or unit as set out in your Housing Offer, or otherwise payable by you to SFU pursuant to this Agreement including, but not limited to, costs associated with any meal plans, extensions of the Contract Term, charges to your student account and any other amounts owed by you to SFU as a result of a breach by you of this Agreement or the Residence Handbook;

“Residence Handbook” means the Residence Handbook, a copy of which has been made available to you in electronic form, as may be updated or amended by SFU from time to time in accordance with Section 1 of this Agreement; and

“SFU” means Simon Fraser University.

1. Amendments to Agreement

SFU may, at any time and from time to time, unilaterally revise the terms of this Agreement and/or the Residence Handbook by sending you an email notification of the applicable revision(s) to the email address you provided to SFU through SFU’s Student Service Centre, or by written notice delivered to the room or unit assigned to you within a Residence Building. Any changes to this Agreement or the Residence Handbook will be effective and binding on and from the date set out in SFU’s notification. If no date is set out in the notification, any changes will be effective one week from the date the notification was sent. Note that SFU reserves the right to implement changes immediately when, in the opinion of the Director, Residence and Housing or his or her designate, the health or safety of any person may be adversely affected by a delay.

2. Assignment Policy

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

SFU reserves the right at any time and from time to time, with or without notice, to assign or change roommates or to change building, room or unit assignments to consolidate vacancies, or for any other purpose. In such cases, you will be required to pay the applicable Residence Fees for the new accommodation (including the costs associated with any mandatory meal plan, if applicable). SFU is not responsible for any moving costs.

3. Compliance with Laws, etc.

You agree to comply with the terms and conditions of this Agreement and the Residence Handbook, and to abide by all federal, provincial and local government laws, regulations and bylaws and all SFU rules, regulations, policies and procedures as issued, amended, supplemented or replaced from time to time. To the extent that there is any discrepancy between matters dealt with both in this Agreement and any other document published by SFU’s Residence and Housing Office, the provisions of this Agreement will govern. SFU’s policies and procedures can be viewed online at: https://www.sfu.ca/policies.html.

4. Construction and Maintenance

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

5. Contract Term

If you are accepting an offer from SFU:

(a) for a room in any of the Townhouses, the Shadbolt Tower, the Barbara Rae Tower, the Pauline Jewett Tower, Shell House or McTaggart-Cowan Hall, this Agreement will be valid for a period of time (referred to in this Agreement as the “Contract Term”) coinciding with one or more of SFU’s Academic Terms (e.g. fall, spring or summer);

(b) for a unit in Hamilton Hall, this Agreement will be valid for a period of time (referred to in this Agreement as the “Contract Term”) coinciding with one or more of SFU’s Academic Terms (e.g. fall, spring or summer); and

(c) for a unit in SFU’s Vancouver Graduate Building, this Agreement will be valid for a period of one year (referred to in this Agreement as the “Contract Term”);

all as indicated in your Housing Offer and on your application/offer details page in SFU’s Residence and Housing online housing portal.

If there is any conflict or inconsistency between the details contained in your Housing Offer and the details contained in your application/offer details page in SFU’s Residence and Housing online housing portal, the latter will govern.

SFU’s summer term is shorter in duration than SFU’s fall and spring terms. As a result, you may find yourself in need of accommodation to cover the interim periods between either or both of the spring term and the summer term or the summer term and the fall term. In addition, in some circumstances, students may be required by SFU or FIC to be on-campus during such interim periods. If your Contract Term coincides with one or more of SFU’s Academic Terms (e.g. fall, spring or summer) and you: (a) currently have a valid Residence Contract in place; (b) require accommodation between Academic Terms; and (c) have a valid Residence Contract in place for the immediately upcoming Academic Term, you may apply to extend your Contract Term to provide for interim accommodation between Academic Terms by submitting a “Contract Term Extension Application Form” to SFU’s Residence and Housing Office. There is no fee associated with extensions to provide for interim accommodation between Academic Terms.

6. Damages and Costs

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

If SFU is unable to determine who is responsible for damage, destruction and/or loss to a common area space, the cost of such damage, destruction and/or loss, and all related costs associated with cleaning and repair, may be divided and assessed equally between or among the students living within a particular unit (e.g. the Townhouses) or on a particular floor (e.g. the Towers) if SFU’s Residence and Housing Office staff reasonably believe that multiple students within such unit or floor were involved.
7. Denial of Other University Services

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

8. Disclosure of Personal Information

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

(a) to your parents and/or guardians and/or designated emergency contact, in the event you become seriously ill or are involved in an emergency; and

(b) to third party authorities and other SFU departments or services, if you are involved in criminal activity (including drug related activity) or threats to your own safety or the safety of others.

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

9. Early Move-In / Late Move-Out

An early move-in or late move-out may be permitted only if you are able to provide written evidence satisfactory to SFU’s Residence and Housing Office that such early move-in or late move-out is necessary for a university related purpose. You may apply to extend your Contract Term to provide for an early-move in or late move-out by submitting a “Contract Term Extension Application Form” to SFU’s Residence and Housing Office. A non-refundable daily room fee, as determined by SFU from time to time, will apply for any early move-in or late move-out.

10. Governing Law

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

11. Insurance

SFU carries insurance for its own benefit and does not provide you with general insurance, liability insurance or property insurance for your personal belongings. You are strongly advised to ensure that all of your personal effects used or stored anywhere within a Residence Building are covered by a private insurance policy covering both loss of personal property and liability for personal injury and property damage. Insurance may be available as an extension of your family’s home insurance policy, or you can obtain your own insurance policy. You are advised to consult with your insurance agent to ensure you have appropriate coverage and that you understand the terms of your policy. Part 2 of the Residence Handbook contains additional information on insurance.

12. International Students

If you are a foreign national who is required to obtain a study permit, visa or any other document from the Government of Canada in order to legally pursue your studies in Canada, you must present to SFU’s Residence and
Housing Office at the time of check-in, a copy of valid documentation issued by the Government of Canada, authorizing you to study in Canada.

13. Liability

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

(a) use of SFU’s facilities and equipment including, but not limited to, exercise equipment, sports equipment, barbeques, tennis courts and the swimming pool;
(b) participation in socials, dances, plays or other organized or sponsored activities; and
(c) participation in organized or sponsored off-campus activities including ski trips and tours.

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

14. Meal Plan

If you are residing in any of the Shadbolt Tower, the Barbara Rae Tower or the Pauline Jewett Tower, you will be required to purchase a mandatory meal plan (as these Residence Buildings do not contain kitchen facilities). Part 3 of the Residence Handbook contains additional information on meal plans, including termination of meal plans and refund policies.

15. Moving In

You may check-in to your assigned room or unit by going to SFU’s Residence and Housing Office after 9:00 a.m. on your Move-In Date, unless you will be moving into SFU’s Vancouver Graduate Building in which case you must contact SFU’s Residence and Housing Office to arrange your move-in details. You are required to check-in no later than the first Friday of the Academic Term in which your Move-In Date falls. If you fail to check-in by the deadline without making arrangements for a late check-in with SFU’s Residence and Housing Office, this Agreement will automatically terminate and you will forfeit your non-refundable residence confirmation payment. SFU will not accept personal property delivered to SFU prior to your arrival.

Following check-in, you will have up to 10 days to complete an electronic Room Inventory Condition Review through SFU’s Residence and Housing online housing portal. This process is used to document the condition of your room or unit and any missing inventory items. It is essential that you complete this Room Inventory Condition Review in order to avoid being charged for damages that existed, or items that were already missing, at the time of your check-in. If you fail to complete this form on or before the deadline, a $50 administration fee will be charged to your student account.

16. Moving Out

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

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

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

SFU may deem your room or unit abandoned when:

1. a substantial amount of your personal property is removed and your Residence Fees are unpaid after the date that they are due; or
2. your Residence Fees remain unpaid after the date they are due and SFU has not received a response from you for a period of 14 days after sending you a notification by the same notification process outlined in Section 1 of this Agreement.

If SFU deems your room or unit to be abandoned, SFU may re-enter your room or unit and, in addition to any additional rights that SFU may have, may re-license your room or unit. In doing so, SFU may re-enter the room or unit without notice or liability to you for any damage. You acknowledge and agree that in the case of abandonment, SFU will remove and dispose of your personal property without compensation to you and will not be obligated to store such belongings or to sell them or otherwise recover their value.

17. Overholding

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

In no case shall any acceptance of Residence Fees for your assigned room or unit after the expiry of the Contract Term of this Agreement result in any right of occupancy greater than a right to occupy your assigned room or unit from month to month (meaning, for greater certainty, that either you or SFU may terminate your occupancy at any time on one month’s prior written notice to the other), at the Residence Fees previously payable for your room or unit, and not from Academic Term to Academic Term or from year to year, and shall be subject to the terms and conditions of this Agreement insofar as the same are applicable to a right to occupy from month to month.
18. Rates and Payments

You agree to pay to SFU, on or before the payment deadline(s), the Residence Fees. The residence confirmation payment is non-refundable, except in the limited circumstances set out herein. You have the option of paying all of your Residence Fees at once, or making installment payments (if applicable) in the amounts and on or before the dates set out in your Housing Offer and Part 6 of the Residence Handbook. All Residence Fees are calculated on a weekly basis and if for any reason it becomes necessary to calculate any Residence Fees for a period of less than one week, an appropriate pro-rata adjustment will be made.

You can pay your Residence Fees online through online banking or via credit card payment, electronically by wire transfer payment (Flywire by peer Transfer), or at SFU’s Residence and Housing Office via international money order, personal cheque, debit card or cash. Note that all online payments to SFU will be credited to tuition payments prior to Residence Fees.

The following terms apply to all fees and payments made to SFU’s Residence and Housing Office:

(a) post-dated cheques will not be accepted;

(b) a service fee will be charged to your student account for all cheques returned by your bank for any reason; and

(c) late payments may not be accepted.

19. Relationship

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

20. Repairs and Alterations

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

Shell House was built over 40 years ago and therefore contains encapsulated asbestos, which does not pose a hazard while encapsulated and can generally be found in items such as drywall mud, textured ceilings and vinyl tile. If you have any concerns with respect to the condition of a space within Shell House, you are asked to immediately contact SFU’s Residence and Housing Office.

21. Room or Unit Entry

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

(a) to ensure the health and safety of any individual;

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

Authorized SFU personnel may also enter the common area space within any unit, at any time, without prior notice for any of the purposes set out in subsections (a) through (h) above, as applicable, or to deliver a written notice or communication to the bedroom door of an occupant of the shared unit or to make requested repairs to the bedroom of an occupant of the shared unit.

SFU will provide you with a minimum of 24 hours notice to enter your room or unit for reasons other than those identified above. Note that authorized SFU personnel will enter your assigned room or unit for inspection purposes at least once each Academic Term, and SFU will provide you with a minimum of 24 hours notice prior to such inspection.

22. Security

You are responsible for taking reasonable precautions to ensure that your assigned room or unit and the Residence Building in which it is located are protected from a breach of security. This includes, but is not limited to, locking your room and/or unit door(s) and window(s), not propping building entrance doors open, not permitting unknown persons to follow you into a Residence Building and immediately reporting strangers or security concerns to SFU’s Campus Security at (778) 782-4500. You may be asked by SFU’s Residence and Housing Office staff or SFU’s Campus Security to produce photo identification at any time.

23. Termination of the Residence Contract prior to Move-In Date

If, after you have made the residence confirmation payment to SFU, and prior to your Move-In Date, you will not be attending SFU or FIC, as the case may be, you may terminate this Agreement by providing not less than 24 hours’ prior written notice to SFU, by submitting the applicable termination form in person to the front desk in Residence Administration Office A-1001 or by email to resrooms@sfu.ca. Residence termination forms are available at www.sfu.ca/students/residences. The following policies apply to refunds of Residence Fees in the event that you terminate this Agreement prior to your Move-In Date:

(a) the $50.00 residence application fee is non-refundable;
(b) the $700.00 residence confirmation payment is non-refundable, unless you are able to provide written evidence satisfactory to SFU’s Residence and Housing Office that:
   (i) you have been required by SFU or FIC, as applicable, to withdraw (you will not receive a refund if you withdraw for personal reasons);
(ii) you must withdraw from SFU or FIC, as applicable, due to medical reasons (a supporting letter from your medical professional is required);

(iii) you have been assigned to an SFU-sponsored program that requires you to reside outside of the immediate Burnaby or Vancouver area (as determined by SFU); or

(iv) you are a foreign national and were unable to obtain a study permit, visa or any other document required from the Government of Canada, authorizing you to study in Canada.

If you terminate this Agreement prior to August 1 for the fall term, prior to December 1 for the spring term or prior to April 1 for the summer term, and provided that you have provided SFU’s Residence and Housing Office with satisfactory written evidence as outlined in Section 23(b), you will receive a full refund of the $700.00 residence confirmation payment.

If you terminate this Agreement on or after August 1 for the fall term, on or after December 1 for the spring term or on or after April 1 for the summer term, and provided that you have provided SFU’s Residence and Housing Office with satisfactory written evidence as contemplated in Section 23(b), you will receive a partial refund of the $700.00 residence confirmation payment (less a $250.00 cancellation fee).

Any supporting documentation required by Section 23(b) should be submitted to SFU’s Residence and Housing Office together with your applicable termination form. Please contact SFU’s Residence and Housing Office if you are a co-op student and have applied for a placement outside of the geographical area surrounding your Residence Building.

24. Termination of the Residence Contract by resident following Move-In Date

You may terminate this Agreement at any time prior to your Move-Out Date by submitting to SFU the applicable termination form in person to the front desk in Residence Administration Office A-1001 or by email to resrooms@sfu.ca. Residence termination forms are available at www.sfu.ca/students/residences.

Although you have the ability to terminate this Agreement and vacate your assigned room or unit prior to your Move-Out Date, you will not receive any pro-rated refund of Residence Fees and you will remain obligated to pay all Residence Fees owed to SFU for the Contract Term. SFU retains the discretion to allow for partial or pro-rated refunds in limited circumstances, if you must terminate this Agreement prior to your Move-Out Date and are able to provide written evidence satisfactory to SFU’s Residence and Housing Office that:

(a) you have been required by SFU or FIC, as applicable, to withdraw (you will not receive a partial or pro-rated refund if you withdraw for personal reasons);

(b) you must withdraw from SFU or FIC, as applicable, due to medical reasons (a supporting letter from your medical professional is required); or

(c) you have been assigned to an SFU-sponsored program that requires you to reside outside of the immediate Burnaby or Vancouver area (as determined by SFU).

Any supporting documentation required by this Section 24 should be submitted to SFU’s Residence and Housing Office together with your applicable termination form. Upon early termination of this Agreement, SFU may offer your room or unit to another student.
25. **Termination of the Residence Contract by SFU**

If at any time,

(a) you fail to pay to SFU when due any Residence Fees or other amounts owed to SFU pursuant to this Agreement or otherwise;

(b) you do not, or no longer, meet SFU’s eligibility criteria for living in the applicable Residence Building;

(c) SFU becomes aware that you provided SFU with false or misleading information in order to secure a room or unit within a Residence Building;

(d) you fail to comply with any provision of this Agreement, the Residence Handbook or any other applicable policy as implemented by SFU from time to time; or

(e) the Residence Building in which you reside is scheduled for major refurbishing or demolition;

then, in addition to any other available remedies, SFU may, with or without notice, terminate this Agreement and any other housing-related agreement between you and SFU, re-enter and take possession of your assigned room or unit, remove you and all other persons and property and use such force and assistance as SFU deems necessary to take possession of your assigned room or unit.

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

This Agreement will automatically terminate if you fail to check-in to your assigned room or unit on or before the first Friday of the Academic Term in which your Move-In Date falls and have not contacted SFU’s Residence and Housing Office to arrange for a late check-in (see Section 15 for additional details).

26. **Unauthorized Occupancy**

All of the rooms and units within Residence Buildings are single occupancy only. You are not permitted to share your assigned room or unit with any other person except occasional guests in accordance with the provisions set out in Part 4 of the Residence Handbook. You are not permitted to assign your rights under this Agreement, in whole or in part, to another person or corporate entity.

27. **University’s Performance**

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

(a) failing to meet its obligations under this Agreement due to a strike by its employees, a lock-out of employees by SFU or any other form of job action or labour unrest; acts of God including, but not limited to fires, floods, storms or earthquakes; intervention by civilian or military
authorities; acts of war or terrorism; public health emergencies; or new or amended federal, provincial or local government laws, regulations, bylaws or policies; or

(b) the failure to provide any utility to a room, unit or Residence Building, or a reduction in the quality or quantity of a utility, whether such utility is provided by SFU or by a third party service provider.