

**ROOM USE AGREEMENT  
(LICENCE OF OCCUPATION)**

**DISCLAIMER: THIS AGREEMENT SHALL NOT BE USED IF THE RESIDENTIAL TENACY ACT OF BRITISH COLUMBIA APPLIES. THIS AGREEMENT IS INTENDED FOR LIVING ACCOMMODATIONS IN WHICH THE GUEST SHARES BATHROOM OR KITCHEN FACILITIES WITH THE OWNER OF THE ACCOMMODATION. THIS AGREEMENT IS ONLY APPROPRIATE FOR LIVING ACCOMODATIONS SITUATED IN BRITISH COLUMBIA AS IT IS GOVERNED BY BRITISH COLUMBIA LAW. THE PARTIES SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS AGREEMENT. THIS AGREEMENT IS A TEMPLATE ONLY AND IS NOT A SUBSTITUTE FOR LEGAL ADVICE.**

THIS AGREEMENT, is dated \_\_\_\_\_

**1. BASIC TERMS**

**1.1 Summary of Basic Terms**

(a) Licensor (the owner of the Property)  
Last name(s): \_\_\_\_\_  
First name(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone number: \_\_\_\_\_

(b) Licensee (the user of the Room)  
Last name(s): \_\_\_\_\_  
First name(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone number: \_\_\_\_\_

**\*Note: all notices may be delivered by email or other method, and the Licensor may provide notices to the Licensee by attaching correspondence to the door of the Room.**

(c) Address of Property: \_\_\_\_\_

(d) Room: Unit \_\_\_\_\_ located in the Property

(e) Term: Commencing on \_\_\_\_\_ and ending on \_\_\_\_\_

(f) Fees: \_\_\_\_\_ per month / week / day, to be paid by the following method

**Method of payment: cheque / e-transfer / other:** \_\_\_\_\_

(g) Permitted Use:

- a. Use of the Room for temporary residential purposes;
- b. Common use of [ ] washroom, [ ] kitchen
- c. Other common areas [ ] specify: \_\_\_\_\_
- d. Guests permitted only with the consent of the Licensor.

(h) Deposit: \_\_\_\_\_

## **2. GRANT**

On the terms and conditions set out in this Agreement, the Licensor grants to the Licensee a licence of occupation over the Room in the Property, and for the common use of the areas specified at clause 1.1(g).

## **3. TERM**

### **3.1 Term**

The Term of the licence of occupation is for the period set out at clause 1.1(e).

## **4. FEES AND DEPOSIT**

### **4.1 Fees**

The Licensee shall pay the Licensor the Fees in accordance with clause 1.1(f)

### **4.2 Deposit**

The Licensee shall pay the Deposit to the Licensor as a pre-condition of entering into this Agreement. If the Licensee is in default of any of its obligations hereunder, the Licensor may, in addition to any other available remedy under this Agreement or otherwise, retain said Deposit until the default is remedied to the satisfaction of the Licensor, acting reasonably. If the default is not remedied within a reasonable time, the Deposit will be absolutely forfeited to the Licensor without prejudice to any other remedies available to the Licensor under this Agreement or otherwise. If the Licensee is not in default of any of its obligations hereunder, the Licensor will return the Deposit monies to the Licensee within 7 days following the expiration of the Term, or any extensions thereof. Unpaid Fees and other amounts owing by the Licensee may be set-off against the Deposit.

## **5. LICENSEE'S COVENANTS**

The Licensee covenants with the Licensor as follows:

### **5.1 Fees**

To pay the Fees on the days and in the manner provided in this Agreement.

### **5.2 Occupancy and Permitted Use**

To use the Room and Property only for the purpose specified in subclause 1.1(g).

### **5.3 Waste and Nuisance**

Not to commit or permit any waste or injury to the Room or Property and not to engage or permit any conduct that could constitute a nuisance to the Licensor or anyone else.

### **5.4 Cleanliness**

Not to permit the Room to become untidy, unsightly, or hazardous.

## **5.5 Compliance with Laws**

To comply at its own expense with all laws and regulations, including criminal laws, municipal, provincial, and federal laws and regulations.

## **5.6 Drug cultivation, possession and use**

Not to cultivate, possess, or use any illegal substance on or about the Property. To abstain from smoking any substance on or about the Property. Not to cultivate any cannabis products or other intoxicating substances on or about the Property.

## **5.7 Overholding**

If the Licensee continues to occupy the Room or Property after the expiration of the Term or any renewals without any further written agreement and without objection by the Licensor, the licence of occupation will continue on a week-to-week basis at weekly rate equal to the Fees payable by the Licensee as provided in Article 4.1, prorated to the week-to-week period if necessary.

## **5.8 Inspection and Access**

To permit the Licensor upon 24 hours written notice to enter and to have its authorized agents, employees, and contractors enter the Room for the purpose of inspection, or making repairs, alterations, or improvements to the Room.

## **5.9 Licensee's Work**

Not to make any improvements, alterations or repairs to the Room or Property without the prior written consent of the Licensor.

## **6. PRIVACY**

The Licensor will endeavour to respect the Licensee's privacy and peaceful use of the Room during the Term, notwithstanding that the Licensee's licence of occupation over the Room is non-exclusive. The Licensor and Licensee will use the areas of the Property specified at clause 1.1(g), in a respectful and neighbourly manner. The Licensee acknowledges and consents that the Licensor will enter the Room in case of emergency threatening the safety of any person or property, and also upon the termination or expiry of this Agreement.

## **7. ASSIGNMENTS AND SUBLETTINGS**

The Licensee may not assign or sublet the Room.

## **8. LIABILITY**

### **8.1 Limitation of Licensor's Liability**

The Licensor will not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Licensee or its invitees, or any other person in, on, or about the Property, except in the case of gross negligence on the part of the Licensor.

## **8.2 Indemnity of Licensor**

The Licensee agrees to indemnify and save harmless the Licensor in respect of all claims for bodily injury or death, property damage, or other loss or damage arising from the conduct of any act or omission of the Licensee or any invitee of the Licensee, and in respect of all costs, expenses, and liabilities incurred by the Licensor in connection with or arising out of all such claims, including the expenses of any action or proceeding pertaining to them (including legal fees on a full indemnity basis), and in respect of any loss, costs, expense, or damage suffered or incurred by the Licensor arising from any breach by the Licensee of any of its covenants and obligations under this Agreement. This indemnity will survive the expiry or termination of this Agreement.

## **9. LICENSEE'S DEFAULT, REMEDIES OF LICENSOR, AND SURRENDER**

### **9.1 Remedies Cumulative**

The Licensor may from time to time resort to any or all of the rights and remedies available to it in the event of any default under this Agreement by the Licensee, either by any provision of this Agreement or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, as the express provisions under this Agreement as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Licensor by statute or the general law.

### **9.2 Right of Ejectment on Default**

It is expressly agreed that if the Licensee is in default under any term of this Agreement for more than 24 hours after written notice being delivered to the Licensee by the Licensor regarding the default or if the Licensee is in breach of any applicable statute or laws then and in every such case it will be lawful for the Licensor thereafter to require that the Licensee vacate the Room and Property, and the Licensor will have a right of ejectment as against the Licensee.

Furthermore, in addition to all other rights and remedies, the Licensor will have the right to terminate this Agreement by giving to the Licensee or by leaving upon the Room notice in writing of such termination. Thereupon, this Agreement and the Term will terminate, and the Licensee will immediately vacate the Room and Property in accordance with this Agreement.

### **9.3 Surrender on Termination**

Immediately upon the termination of this Agreement, whether by effluxion of time or otherwise, the Licensee will vacate and deliver up possession of the Room in a neat and tidy state and in good and substantial repair.

## **10. PERSONAL INFORMATION**

10.1 The Licensor is entitled to collect personal information from the Licensee including but not limited to name(s), contact information, email, date of birth, social insurance number, immigration status including supporting documents. The Licensor may not need to collect all of the said information in every situation, and will only collect the information that is necessary for the purposes of:

- (a) identifying the Licensee,
- (b) establishing methods of contacting and delivering notices to the Licensee during the Term of this Agreement and doing so after the expiry or termination of this Agreement;
- (c) establishing methods of contacting the Licensee to enforce the provisions of this Agreement and serving the Licensee court documents, if applicable;
- (d) ensuring that the Licensee is legally permitted to reside in Canada.

10.2 The Licensor is entitled to retain the personal information for as long as the Licensor may determine and for the avoidance of doubt, may retain the personal information after the expiry or termination of this Agreement.

10.3 The Licensor shall at all times keep all personal information (that it has collected) safe and shall not disclose or release that information to any person, except as permitted under this Agreement or as permitted by the *Personal Information Protection Act*, S.B.C 2003, c.63 or other law or regulation.

10.4 The Licensor may use and disclose the personal information for any lawful purpose, including:

- (a) as permitted under the *Personal Information Protection Act*, or any other applicable law, regulation, court order, administrative order, decree;
- (b) complying with any applicable law, regulation, court order, administrative order, decree;
- (c) providing any documents or information if requested by law enforcement officers;
- (d) for any of the purposes set out under clause 10.1.

10.5 By signing this Agreement, the Licensee consents to the collection, retention, use, and disclosure of the personal information as set out in the foregoing clauses 10.1 – 10.4.

## **11. MISCELLANEOUS**

### **11.1 Notices**

Any notice required or contemplated by any provision of this Agreement will be given in writing, and may be sent by email if an email address is provided above.

### **11.3 Time of Essence**

Time is of the essence of this Agreement.

### **11.4 Successors and Assigns**

This Agreement and everything in it will enure to the benefit of and be binding upon the successors and assigns of the parties.

**11.5 Waiver**

No condoning, excusing, or overlooking by the Licensor or Licensee of any default, breach, or non-observance by the Licensee will operate as a waiver by the Licensor, and no waiver will be inferred from or implied by anything done or omitted by the Licensor or the Licensee except only express waiver in writing.

**11.6 Governing Law and Severability**

This Agreement will be governed by and construed in accordance with the laws in force in the province of British Columbia. If any provision of this Agreement is invalid, it will be severed from the remainder of this Agreement and the remainder of the Agreement will remain valid to the extent possible at law.

**11.7 Deposit**

If the Licensor is holding any deposit in connection with this Agreement, the deposit will be held by the Licensor on a non-interest-bearing basis to be applied in the manner set out under this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

BY THE LICENSEE:

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

BY THE LICENSOR:

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_