



Faculty of Medicine

## Housing Accommodations Policy - Newfoundland and Labrador

### APPENDIX A

#### Faculty of Medicine Learner Accommodations Agreement

This Agreement is made this \_\_\_\_ day of 20XX

BETWEEN:

Distributed Medical Education, Faculty of Medicine of Memorial University in St. John's,  
("DME")

AND

\_\_\_\_\_ ("the Learner").

In this agreement, the term "key" refers to a means of gaining or preventing entrance to an accommodation (e.g. metal key, key card, code pad, etc).

WHEREAS Learners are from time to time required, as part of their educational program, to do clinical placements and rotations;

AND WHEREAS Learners will require living accommodations during their clinical rotations and placements;

AND WHEREAS DME wishes to help provide such living accommodations during the Learner's clinical placement or rotation;

NOW THEREFORE this Agreement witnesses that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties agree to the following terms and conditions.

#### SECTION 1: CONDITIONS AND TERMS

1. The Learner acknowledges that DME will pay for accommodations on the Learner's behalf.
2. The Learner agrees to remain enrolled as a Faculty of Medicine Learner for the duration of this Agreement.
3. DME agrees to provide the Learner accommodations for a period of time determined by the Learner's respective program (undergraduate medical education/postgraduate medical education).
4. The Learner acknowledges that they are required to remove all personal belongings from their assigned accommodations at the end of their clinical rotation, generally clean the room and ensure that it is left in good repair, and vacate the accommodations as required by their learning program, unless continuance arrangements are confirmed in writing and in advance of the termination of the clinical rotation.

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### SECTION 2: ASSIGNED ACCOMMODATIONS

1. The Learner acknowledges that the assigned accommodations are for their own personal use and agrees not to sublet the accommodations.
2. The Learner acknowledges that the assigned accommodations are pet free.
3. The Learner acknowledges that the assigned accommodations are for personal use only and agrees not to use assigned accommodations to operate a business or to advertise for a business.
4. The Learner agrees that DME may change the assigned accommodations in the event that extenuating circumstances necessitate such change, by giving at least 24 hours notification (with the exception of emergency situations) prior to any change in assigned accommodations.
5. The Learner agrees not to change assigned accommodations unless authorized by DME.
6. DME agrees to consider a Learner's requests for a change of assigned accommodations, but cannot guarantee that any requested changes will be accommodated.
7. The Learner agrees that DME may, under special circumstances, provide the Learner with temporary and alternative accommodations.

### SECTION 3: ACCESS TO THE ACCOMMODATIONS

1. The Learner agrees that the landlord, university staff, and/or external contractors who have been authorized by the landlord, have the right to enter the accommodations, in accordance with [Section 8 \(1\) 5.b of the Residential Tenancies Act](#), in order to conduct regular inspections, make necessary repairs, and verify compliance with this Agreement.
2. The Learner agrees that in the event of an emergency, including but not limited to, fire, flood or other natural disasters, the landlord and/or external contractors authorized by the landlord have the right to enter the accommodations.
3. DME agrees to provide the Learner with the necessary key(s) for access to the assigned accommodations, including keys to the building, room, and related common areas. These key(s) will be provided to the Learner through a representative of DME.
4. The Learner accepts responsibility for the care and control of the assigned key(s).
5. The Learner agrees to only use the key(s) for the purpose for which they were provided.
6. The Learner agrees to neither loan nor otherwise give possession of the key(s) to another individual.
7. The Learner agrees to neither alter nor permit the alteration of the key(s).
8. The Learner agrees to neither copy nor permit the copying of the key(s).
9. The Learner agrees to inform the landlord and DME, as soon as possible, if the assigned key(s) do not function properly, or are lost.
10. The Learner agrees to return the key(s) to the representative of DME when checking out of the accommodations.

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### SECTION 4: MAINTENANCE OF THE ACCOMMODATIONS

1. The Learner agrees that the assigned accommodations including furniture, furnishings, and associated equipment remain the property of the landlord.
2. The Learner agrees to maintain the assigned accommodations, including furniture, furnishings, and associated equipment (e.g. keys, locks, access cards, etc.) in a clean, hygienic, and working condition.
3. The Learner agrees that all accommodations are smoke-free.
4. No pets of any description are permitted anywhere in the assigned accommodations.
5. The Learner agrees not to throw anything, or permit anything to be thrown, out of the windows, or onto the stairwells, sidewalks, fire escape routes, or grounds.
6. The Learner agrees not to tamper with, or otherwise disable any of the safety and security equipment (e.g. fire and smoke detectors, fire extinguishers, fire hoses, door locks, card readers, etc.).
7. The Learner agrees to use only Canadian Standards Association (CSA) approved cooking appliances, including microwaves, deep fryers, etc. and only in areas that have been designated as kitchens.
8. The Learner agrees to promptly report, to the landlord and DME, any failure of equipment including mechanical, plumbing, and electrical equipment.
9. The Learner agrees to promptly report, to the landlord and DME, any pest control issues such as, but not limited to, rodents and insects.
10. The Learner agrees not to alter the permanent features (i.e. walls, blinds, furniture) of their assigned accommodations by painting, removing, relocating or changing the permanent features in any way.
11. The Learner agrees to accept responsibility for any loss of, or damage to, the assigned accommodations, furnishings, furniture, and equipment (e.g. keys, locks, access cards, fire & life safety, etc.) that is caused by the acts or omissions of the Learner. Any costs of cleaning, maintenance or replacing furnishings will be at the expense of the Learner.
12. The Learner accepts that DME cannot guarantee an allergen free environment.

### SECTION 5: LEARNER'S PROPERTY

1. The Learner agrees that neither DME nor Memorial University will be held in any way responsible for any lost, stolen, or damaged personal items during a Learner's stay within the assigned accommodations. Learners are **strongly advised** to obtain Tenant Insurance to cover personal belongings during the Learners' stay within these accommodations.
2. The Learner agrees to remove all their personal property from the accommodations when checking out at the end of this Agreement.
3. The Learner agrees that the landlord and DME have the authority to remove any of the Learner's personal property left behind after the Learner has checked out.

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### SECTION 6: LEARNER CONDUCT

1. The Learner, when sharing accommodations with other Learners, is to demonstrate professional behaviour and respectful living while sharing the accommodations.
2. The Learner acknowledges and will be respectful of municipal legislation, including adhering to noise by-laws and will refrain from affecting the peaceful enjoyment of others.
3. The Learner agrees to behave in accordance with, and abide by, Memorial University's [Student Code of Conduct](#), this Agreement, and municipal, provincial, and federal laws.
4. The Learner agrees that the regulations, terms and conditions of this Agreement represent a minimum standard of conduct that is expected of all Learners.
5. The Learner acknowledges that, in accordance with Memorial University's [Student Code of Conduct](#), reports of the Learner's behaviour that is in violation of university policies, rules, or regulations, and/or municipal, provincial, or federal law may be referred to other university officials and/or local law enforcement agencies.
6. The Learner acknowledges that any violation of the smoke-free and pet-free regulations may result in cleaning or maintenance costs which will be at the Learner's expense. Learners who are found in violation of the smoke and pet-free regulations may be asked to vacate the assigned accommodations and find alternate housing arrangements for the duration of their rotation, at the Learner's expense.

### SECTION 7: PERSONAL INFORMATION

1. DME agrees to maintain any personal information of the Learner that it collects (the Learner's application, agreements, reports, etc.) in accordance with the University's privacy policy and the provincial Access to Information and Protection of Privacy Act (ATIPPA).
2. The Learner authorizes the Accommodations Coordinator (or delegate) to contact the emergency contact persons as recorded on the Learner's student record, in the event, or threat, of serious illness or injury. This may require disclosure of a medical or personal condition as part of the circle of care and efforts to resolve.
3. The Learner understands that DME may have to share information such as Learner rotation schedule or contact information with the landlord to verify arrival, departure, cleaning and maintenance schedules.



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### SECTION 8: ACCEPTANCE OF THE AGREEMENT

By indicating acceptance of this Agreement, the Learner agrees to the aforementioned conditions and terms, including the associated financial responsibilities and adherence to Memorial University's [Student Code of Conduct](#), and local laws.

I, \_\_\_\_\_, have read and accept this Accommodations Agreement.

(Please Print)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Witness for DME)