

Residents being screwed

P.E.I.'s Rentalsman, J. Comeau and attorney, John Carr, stated that in their opinion, certain UPEI residence rules violate the UPEI Landlord and Tenant Act. In the opinion of both Mr. Comeau and Mr. Carr the clause, in the standard university residence lease, giving residence managers the right to periodic inspections of room, violates Section 103 of the Act. Section 103 prohibits entry, by the landlord, into residential premises without twenty-four hours prior notification. This rule does not apply in cases of emergency or upon receiving the tenants permission for entry.

Mr. Carr felt that required desk duty for students in residence violates Section 102 of the Act which states that a tenant's only obligation is "maintaining ordinary health, cleanliness and sanitary standards throughout, the premises." He also felt that the university's failure to pay interest on security deposits violates Section 96 of

the Act which requires such payment. Rentalsman Comeau said that his opinion as to whether these residence regulations violated the Landlord-Tenant Act, was of no great importance and that the only way to determine whether they are violations would require a ruling by the county court.

Mr. Carr, who is familiar with the legal situation concerning the residences after having represented the Student Union in their court battle earlier this year against a proposed rent increase said the situation is a two-way street. He felt that while the university may be breaking the Landlord-Tenant Act so may many of the students. If the provisions of the Act were strictly enforced, he stated, many students could be evicted for creating excessive noise or minor acts of vandalism, rules not being strictly enforced but legal under the Landlord Tenant Act.

Likewise Elsewhere

DENVER (CPS-CUP)--- Just sign here on the dotted line, the man with the key says. He points to the dorm contract. We'll take care of everything.

The unwitting student, who has no choice but to sign, rarely studies the contract to see what he's getting from the university in return for his rent. At most places, the university is a more temperamental landlord than the stereo-typical student-cheating landlord, and is less bound by local tenant-landlord law.

In most cities, landlords and tenants must give each other written notice by a specified time before evicting or moving. In many dorm contracts, the university reserves the right to move or evict the students at any time for almost any reason.

Many dorm contracts absolve the university from any responsibility to student's belongings if a fire or flood results from poor maintenance of the building. So if a student loses his prized stereo to an electrical fire, he better hope his parent's insurance will cover it.

When the chair in the entryway of an apartment building is found ripped apart, the landlord doesn't bill his tenants for the damage. Many

universities, however, reserve the right to assess damages to public areas to all of the students who live in the area even if everyone was at the bar when it happened.

Most landlords do not have the right to enter a tenant's apartment without notice except for emergencies. Many universities reserve the right to enter a student's room for any purpose without giving notice.

All of these stipulations were written into the housing contract at the State University of New York (SUNY) at Buffalo. In addition, the SUNY contract allowed housing officials to bill for damages that were found in a student room without any hearings or explanations.

And worst of all, the SUNY contract make it impossible for a student to break the contract with the housing office even if the university failed to carry out its side of the contract in any way.

The SUNY Student State Association (SA), under the leadership of Student Affairs Director Steve Schwartz, complained to University housing officials that a new contract should be drawn up giving the student more tenant rights. The housing office "stalled" and then rejected the students' "ideal" contr-

SENIORS class of '77

Come to the CHRISTMAS PARTY



on Friday, Dec 10, 1976.
at Federation of Labour Hall

Cash Bar -(Cheap) 70¢ - Sods & Mixed.

MUSIC!!
DANCING!!
FUN!!



AFS

The president and vice president of the UPEI Student Union attended a day conference last Saturday.

The conference centered around establishing the AFS as a viable voice for the students of the Atlantic Region.

Sixteen post-secondary institutions were represented at the meeting. Discussions were lively with almost every school having their views on how the AFS should be set up.

The major things resolved were that the per capita fee be \$1.00 rather than \$1.50 as proposed earlier, and that a full-time office worker be hired to co-ordinate AFS affairs and business. It was not decided where to locate this office but Halifax and Truro were suggested as possible sites.

The meeting was one which did not change our minds about whether or not we should join the AFS. It did however open our minds to the fact that other schools have si-

act, Schwartz said. At which point the SA said they would be glad to meet the housing office in court.

"We think we have a very strong case," Schwartz said. "This case could have long-term precedents for other state schools and could pave the way for similar suits."

The case, however, never got to court. A lawyer for the state decided to try to negotiate with the SA lawyer out of court and the decision is still pending. Meanwhile the Student Association of the State University is forming a state-wide committee to investigate the whole question of housing contracts.

conference

problems to ours and that these problems can be better solved with cooperation between all schools in the Atlantic region.

We have tentatively agreed to act as hosts for the National conference of NUS (National Union of Students) in May of 1977.

FROSH

The Frosh Class elections held Friday, Nov. 26/76 gave the Frosh class the rest of it's executive. Elected for Vice-President was Nora Mac-Adam, and for Secretary-Treasurer, Ellen Nearing. Both beat their opponents by a fair margin, but all candidates received a number of votes.

Class President for the Frosh class is Chris Campagne, who was elected by acclamation some weeks ago.

A Note of Thanks

I would like to thank all the persons who help out on Friday, Nov. 26 with the Frosh Class elections, and thanks to all those who voted.

Special thanks to those who worked at the election booth, Peter Moloney, Barbara Erickson, Marilyn Cameron, Patricia Rossiter, Brian Walsh and Stephen Henry. I would also like to thank those who helped with the counting of the ballots, Gerald McKenna, Danny Gotell, Lorna Burdett and Susan Hornby.

Also thank-you Susan for your help in the elections, having the ballots made up and bringing the ballot box to the Library.
Caroline Hill