



April 16th, 2018

Letter Re: Sublease Extension Offer

To the SFSS Board of Directors,

We received your April 5th offer to extend the sublease for SFPIRG's space in the Transportation Centre. While we are encouraged that the SFSS is not interested in evicting the independent student societies from campus in June, we have deep concerns about the terms of the offer.

Duration of Sublease Extension

In your offer to extend our sublease, the SFSS CEO, Martin Wyant, has proposed a firm end date of December 14th, 2018, with no possibility of extension. The head lease for the Transportation Centre, between SFU and the SFSS, rolls over on a month-to-month basis until the completion of the SUB.

Whether the SFSS provides space to SFPIRG in the SUB, or if the SFSS commits to make the Undergrounds accessible and functional, neither of these projects have firm completion dates - and it is questionable whether they could be finished by December 14th, 2018.

In conversation with Marc Fontaine, the BuildSFU General Manager, we were told that the SFSS is confident that the SUB will be completed by this time; however, there are no guarantees that this will be the case, nor was any evidence provided to support this claim. There has also been no formal offer of the Undergrounds space, and no follow-up nor timeline for renovating the space to meet legal standards for accessibility.

We ask that the term of the sublease extension be amended to mirror the head lease with SFU: the sublease for SFPIRG's space in the Transportation Centre should roll over from month-to-month, until the SUB is completed. Functionally, this means that if the SUB is completed by December, the sublease will still end at the time proposed by the SFSS CEO. However, if the SUB is not completed by December 2018, a rollover duration means SFPIRG will not be rendered homeless on December 14th.

\$10,000 Security Deposit

This offer to extend our sublease includes the addition of a new clause in the sublease, requiring a \$10,000 security deposit, which is to be held without interest. This is an unreasonable request for several reasons.

First, this is simply beyond the means of a student society of SFPIRG's size. As you know, we are the least-funded student society on campus, collecting only \$3 a semester per full-time student (\$1.50 per part-time student). This is less than the \$5 that the SFSS

collects from undergraduate students for the sole purposes of repairs and renovations to student space. Quite frankly, this levy is more than SFPIRG receives for the entirety of our operating budget. We do not have the budget for this security deposit.

Second, as per section 10.3(b) of the sublease agreement, there is already existing contract language stipulating that SFPIRG is responsible for any work required to “restore the Premises to the base building standard”, subject to reasonable wear and tear.

Third, SFPIRG has subleased its space in the Transportation Centre from the SFSS for over 20 years. At no prior point in this tenancy has the SFSS asked for a security deposit. To suddenly ask for a \$10,000 security deposit in order for SFPIRG to remain in its space for an additional five and a half months is inconsistent with the decades-long relationship between our two societies.

Fourth, it is our understanding that SFU has plans to renovate the Transportation Centre upon its return to University control. Ian Abercrombie, SFU’s Director of Campus Planning, spoke to improving wayfinding and line-of-sight as a priority for his department. These are projects which would necessitate massive renovations to the space that SFPIRG is currently in, negating any need for a security deposit to “restore” the space - since it will likely be structurally altered before entering use again.

Finally, the security deposit is tied to the December 14th, 2018, end date. Without a sublease duration that rolls over with the head lease, and without concrete plans for housing SFPIRG in the long-term, this effectively ensures that SFPIRG is displaced in December.

For all these reasons, we ask that the security deposit clause be removed from the sublease extension.

Summary

SFPIRG would like to continue a relationship with the SFSS that is grounded in respect, trust, and mutual understanding. However, given the SFSS CEO’s proposed terms for the sublease extension, we are becoming concerned that not only may this not be possible, but that the SFSS has not entered into space discussions with student organizations in good faith.

The SFSS is in the position of landlord in this relationship, and as all students are well aware, there is an incredible power imbalance in landlord-tenant relationships that favours the landlord. The SFSS also has a far larger pool of resources at its disposal, both financial and otherwise. Additionally, the SFSS has a more direct relationship with SFU and, along with the GSS, is the only student society on campus with the ability to negotiate directly with SFU for space. As stewards of the most resourced and most powerful student society on campus, SFSS elected officers have a responsibility to act as leaders of the student movement at SFU. How does the exclusion of other student organizations from the SUB before it is even completed serve the interests of SFU students?

We are gravely concerned by the structural policies and systemic practices that have led to the terms of this sublease extension, including but not limited to a narrow understanding of the SFSS's role on campus. These sublease extension terms, offered without concrete plans for future space, are an explicit threat to evict SFPIRG in December. We hope that these circumstances came about from oversight or a misunderstanding of SFPIRG's structure rather than malice, but the current offer is unacceptable.

We hope that the SFSS will make decisions with the best interests of students at heart, and that the SFSS will meaningfully proceed with negotiating in good faith with student groups about space allocations. As fellow student leaders, we ask you:

1. Please amend the sublease extension end date to rollover on a month-to-month basis with the head lease.
2. Please remove the clause requiring a \$10,000 security deposit.

Under threat of displacement,

The SFPIRG Board of Directors