



April 20<sup>th</sup>, 2018

## Letter w/ Signed Sublease Extension Agreement

To the SFSS Board of Directors,

On Friday, April 20<sup>th</sup>, we received your updated April 19<sup>th</sup> offer to extend the sublease for **SFPIRG's space in the Transportation Centre**. We appreciate that the SFSS has removed the \$10,000 security deposit requirement. While we are encouraged that the SFSS is not interested in evicting the independent student societies from campus in June, we remain deeply concerned about the duration of the sublease extension.

### Duration of Sublease Extension

In your offer to extend our sublease, the SFSS CEO, Martin Wyant, has proposed a firm end date of December 14<sup>th</sup>, 2018, indicating in his email that there is 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 14<sup>th</sup>, 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.

In our April 16<sup>th</sup> letter re: the sublease extension offer, we asked 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 would have meant that if the SUB is completed by December, the sublease would 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 would not be rendered homeless on December 14<sup>th</sup>.

It is unacceptable to render homeless any student organization currently housed by the SFSS. If the SFSS Board of Directors are actually negotiating in good faith with all student organizations, then we expect you to find realistic solutions in a timely manner that meet the needs of the student organizations, and that are actually in the interest of students.

## Summary

In the April 19<sup>th</sup> email from the SFSS President, we were told that “There will be no further discussions or negotiations on this topic. If we do not receive the signed agreement before 3:00PM tomorrow, we will assume that SFPIRG has rejected the offer.” Given the SFSS CEO’s language holding firm to a December 14<sup>th</sup> sublease end date, and given the short notice given by the SFSS President that required SFPIRG to sign this agreement by 3pm today without being able to meaningfully consult with our full Board of Directors or legal counsel, we are concerned about the tactics the SFSS Board of Directors is employing in its space negotiations. To be given less than 24 hours to properly review and sign this new agreement, under threat of eviction, is absolutely coercive.

SFPIRG would like to continue a relationship with the SFSS that is grounded in respect, trust, and mutual understanding. We remain 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, signed under duress and without concrete plans for future space, remain an explicit threat to evict SFPIRG in December.

We hope that the SFSS Board of Directors will take our concerns to heart, and will take meaningful steps to build positive, collaborative relationships with all student organizations at SFU. We implore you to make decisions with the best interests of students at heart, and to proceed with negotiating in good faith with student groups about space allocations.

Please find attached the signed sublease extension agreement, as well as confirmation of our insurance, as required under Section 7 of the Lease.

Still under threat of displacement,

SFPIRG