

Dear Secretary Broshko,

We write in response to your letter of February 14, 2022, providing the SFSS with notice of default under the lease pursuant to Art. 12.1(a).

As you are no doubt aware, on February 16, 2022, council resolved to re-open the SUB effective February 22, 2022, and the SUB has been open to the public since that date. We therefore consider that this issue is resolved.

We nevertheless want to make it clear that we strongly disagree with your interpretation of the lease, including your suggestion that the SFSS was in breach of Art. 5.1(e), (f) and (i).

With respect to Art. 5.1(e) (breach of rules and policies), you have not pointed us to any formally written rules or policies, which would be a precondition to any requirement for the SFSS to comply with them. With the greatest of respect, an administrative decision with respect to how the University will operate its facilities and deal with its staff is not a "rule or regulation" within the meaning of Art. 5.1(e). The SFSS can and does operate its buildings and manage its staff differently from SFU, as is its prerogative absent a written rule or regulation.

In connection with Art. 5.1(f) (public access to the SUB), public access is only required during "normal hours of operations". While the lease is silent on who determines the SUB's normal hours of operation, in practice that decision has always been taken by the SFSS, not SFU. We also note that elsewhere in the lease, reference is made to the "such hours ... as the University maintains its other buildings on Campus". If SFU wished for the SFSS to provide public hours during those broader hours, then it ought to have used that language.

Finally, it is very clear that Art. 5.1(i) (obstruction) was intended to address physical safety in corridors and entranceways. The decision to close the SUB, and close off access to the SUB from the Maggie Benston Centre, is not an obstruction; it is a closure. It further does not pose any safety hazard, as indeed there is no designated fire route through that building.

As we see it, your baseless notice of default appears to have been an attempt by SFU to stretch the terms of the lease to exert pressure on council before it made a decision about how best to manage its operations and staff. We are deeply concerned with any attempt by SFU to interfere in the business decisions of the SFSS.

As you know, the SFSS is its own organization, separate and distinct from the University. While we always wish to maintain harmonious operations, that is not always possible. It is unsurprising that in a global pandemic different organizations will make different decisions about how best to respond and operate in a way that ensures staff and public safety. In this case, SFU and the SFSS made different decisions. We are hopeful that in the future SFU will respect the SFSS's autonomy to respond to the pandemic in its own way, while also meeting its duties to continue to provide services to students.

Now that this issue is resolved, we look forward to moving forward in the spirit of mutual respect and cooperation.

Sincerely,



Corbett Gildersleve
Acting President, Simon Fraser Student Society