Summer Residence Agreement 2018
Please read the conditions of the Agreement carefully

The Residence Agreement (the “Agreement”) contains provisions that create obligations for you and impose financial and/or other responsibilities and/or penalties should you fail to fulfill your obligations. Online submission constitutes as mutual covenants to the conditions outlined in the Agreement.

Eligibility and Conditions
Summer accommodation is offered to students enrolled at the University of Toronto or who are currently attending a post-secondary academic institution and/or are working in the Toronto area during the summer period of May 6, 2018 to August 24, 2018.

If you are a student attending another post-secondary academic institution please contact Student Housing & Residence Life before submitting an online application. A copy of the applicant’s student photo ID must be provided to Student Housing & Residence Life if the applicant does not have a University of Toronto student number.

The Residence Agreement applies to the dates indicated by the Resident in the Residence Application process.

Conduct
All residents and their guests are bound by policies, procedures, codes, and guidelines set out in:

- The Residence Agreement
- The Residence Guide
- The University Student Code of Conduct for Non-Academic Offences
- The University of Toronto Scarborough Computing and Network Access Agreement
- Federal laws
- Ontario laws including, but not limited to, liquor laws
- Municipal by-laws

It is the responsibility of the resident to read and be familiar with the rules and regulations outlined in the Residence Guide and all other binding documents.

Rights of a Resident
As a member of the Residence Community, each resident has rights. A resident has the right to:

1. Sleep, study, and work in their assigned room free of undue interference from residents or guests
2. Respect of their personal property
3. Live in a clean environment
4. Free access to their room without interference from roommates, housemates, residents, or guests
5. Reasonable access to the townhouse or apartment and its facilities
6. A reasonable amount of privacy
7. Have their concerns considered
8. Be free from fear of intimidation, physical and/or emotional harm
9. Enjoy the rights and freedoms recognized by law, subject only to restrictions necessary to ensure the advancement of the Residence Community in such matters as alcohol, smoking, fire safety, and community safety
10. Be free from discrimination on the basis of age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status, gender identity, gender expression, sex, and sexual orientation
11. Enjoy an atmosphere intending to remain free from behavior which is reasonably interpreted as unwelcome including but not limited to remarks, jokes, or actions which demean another person and/or deny individuals their dignity and respect

Each resident’s rights are protected by the Residence Community Standards.

Responsibilities of a Resident
As a member of the Residence Community, each resident has responsibilities. A resident has the responsibility to:

1. Respect the rights, privileges, and property of fellow residents and their guests, and of the neighbouring community
2. Behave in such a manner as to ensure the good condition of the residence facilities and grounds
3. Be responsible for the behaviour of their guests
4. Respond and interact with student, administrative, and facilities staff members of Student Housing & Residence Life, the Residence Life Team, and the University
5. Cooperate with residence procedures and investigations
6. Recognize the responsibilities and duties of the Student Residence Council outlined in the Constitution of the Council
7. Behave in such a manner as to permit Residence and University Staff to perform their normal duties
8. Abide by the Residence Community Standards, Rights of Residents, and residence policies
9. Abide by the University of Toronto’s Code of Conduct
10. Maintain an acceptable level of cleanliness in all common and private areas of residence.

Each resident must respect the rights of other residents.

Termination of Residence Contract
Residence units are not intended for year-round occupancy, and thus occupancy length is limited to the dates specified in this contract. Student Housing & Residence Life reserves the right to terminate a residence contract without advance notice if:
1. Any action or conduct of the resident presents a real or apparent danger to the health or physical safety of that resident or of any other person in the residences.
2. A resident is involved with a number of incidents and infractions of the Residence Community Standards, the Student Code of Conduct, or progressively works through discipline sanctions to a point where the termination of a residence contract results.
3. The resident is in violation of this agreement.
4. The resident or the resident’s guest is in violation of laws or policies regarding drugs or alcohol.

Residents who have their contracts terminated will be financially responsible for the full length of their residence contract.

**Contents and Condition of Townhouse and Apartments**
Residents must behave in such a manner as to ensure the good condition of the residence buildings and grounds. Residents are expected to keep their assigned Townhouse/Apartment locked, clean, to remove garbage regularly, use bed linens, adhere to quiet hours, use only painters tape and non-damaging temporary adhesives to hang items on walls, and to report needed repairs to Student Housing & Residence Life. Bicycles, motorcycles, and cars are to only be stored in designated areas. Residents are responsible for costs of repair to damages made by the resident or the resident’s guests. Residents will not smoke in the townhouses/apartments or install air conditioners. Residents will not bring large furniture items into residence without the permission of Student Housing & Residence Life, modify décor/fixtures/fittings, remove furniture, climb on roofs, alter/add electrical extension cords, have pets, store dangerous/offensive goods or weapons in residence, add locks, or use/grow/trade prohibited drugs.

Residents will not make any alterations, additions, or changes in any way to the premises, noting that like many buildings constructed prior to the mid-1980s, Aspen Hall, Birch Hall, Cedar Hall, Dogwood Hall, and Elm Hall have building materials that do or are likely to contain asbestos in the joint compound used to smooth seams between wallboards and fill holes before painting and sealing them. No drilling, nailing, or screwing into the walls, ceilings, or floors is allowed so that the materials remain safely encapsulated in non-friable form. Residents will notify Student Housing & Residence Life immediately of any damage to the premises during the period of the Agreement using the online repair request at [https://starportal.utoronto.ca](https://starportal.utoronto.ca).

Residents will leave the townhouse/apartment at the end of the Agreement in the same condition as when they first occupied the townhouse/apartment.

**Injury, Theft, and Damage**
The University will not be liable for the loss, damage to, or theft of a resident’s personal belongings in or about the premises or the residence building. Residents are advised to arrange their own fire and theft insurance to cover loss or damage to personal belongings, as well as carry adequate liability insurance. The University is not responsible for any kind of injury,
damage, or loss caused to the resident, their guests or invitees while in or about the residence buildings or the University campus.

Checking In/ Checking Out
Check in and checkout processes will be communicated to residents via email based on their check in and check out dates. Failure to follow check in and checkout processes can result in additional financial charges.

Registration Options:
University of Toronto Students:
   Option 1:
       Period: Full Summer Semester (May 6, 2018 to August 24, 2018)
       Location: Joan Foley Hall
       (Townhouses will be assigned in the event of Joan Foley reaching capacity)
       Rate: $4,346

   Option 2:
       Period: Short Term Stay
       (Minimum 4 week consecutive stay during the period of May 6, 2018 to August 24, 2018)
       Location: Joan Foley Hall
       (Townhouses will be assigned in the event of Joan Foley reaching capacity)
       Rate: $272.00 per week

Visiting Non-University of Toronto Post-Secondary Students
Residence is available from May 6, 2018 to August 24, 2018. There will be no extensions to these dates. Before registering for Summer Residence, a Non-U of T student must provide Student Housing and Residence Life with a digital copy of their student ID card.

   Option 1:
       Period: Full Summer Session (May 6, 2018 to August 24, 2018)
       Location: Joan Foley Hall
       (Townhouses will be assigned in the event of Joan Foley reaching capacity)
       Rate: $4,346

   Option 2:
       Period: Short Term Stay
       (Minimum 4 week consecutive stay during the period of May 6, 2018 to August 24, 2018)
       Location: Joan Foley Hall
       (Townhouses will be assigned in the event of Joan Foley reaching capacity)
       Rate: $272 per week

Payment is due in full upon move in to residence and is calculated at the weekly rate.
Residents planning to arrive after the indicated check in date must notify Student Housing & Residence Life by email 2 weeks prior to their scheduled check in date. Otherwise, Student Housing & Residence Life reserves the right to cancel the reservation and/or re-allocate the residence assignment.

Requests to extend the move out date (not beyond August 24, 2018), should be made in writing to residences@utsc.utoronto.ca no less than 2 weeks prior to the scheduled move out date. Requests will be accommodated based on availability and will require full payment in advance.

**Room Assignment**
After Student Housing & Residence Life receives a completed residence application they will advise the student of their housing assignment. Full session registrants will receive their room assignment in late-April 2018. Late registrants may not receive this information until check-in.

**Room Assignment Change**
Student Housing & Residence Life reserves the right to move students during the session if deemed absolutely necessary to address occupancy needs or housemate conflicts that failed to be resolved through conflict resolution practices. Students may request a room change by applying in writing to the Residence Life Coordinator. It will not always be possible to accommodate a room change. Students who successfully apply for a room change will be responsible for an administrative fee of $100 as well as all costs related to the move (e.g. phone and TV cable connections and installations).

**Deposit & Fees**
The non-refundable deposit to confirm residence must be made directly to Student Housing & Residence Life by credit card via the online residence application.

Other fee payments are made to the University of Toronto. Residence fees are posted to your Student Account on the Accessible Campus Online Resource Network (ACORN). If fees on your student account are not paid in full, any outstanding account balance is subject to a summer service charge (commencing in June) of 1.5% per month compounded (19.56% per annum). Outstanding charges on student accounts from prior sessions are subject to a service charge as of the 15th of every month until paid in full. For details, refer to www.fees.utoronto.ca.

Please Note: Failure to pay residence fees and charges may result in the denial of University privileges including access to transcripts and records of attendance and the opportunity to re-register.

**Residence Cancellation (Prior to Move-In)**
Students who want to cancel their residence application must do so directly with Student Housing & Residence Life. Cancelling UTSC registration will not automatically cancel residence. Students are required to send an email to Student Housing & Residence Life (residences@utsc.utoronto.ca) with the following information: Student’s name, student
number (if a U of T student), residence session they would like to cancel, and reason for cancellation. Cancellations for summer residence must be received before May 6, 2018 for a full term summer stay, or at least one business day prior to the beginning of a short-term stay. There are no refunds of deposits for any cancellation of Summer Residence. Students who do not inform Student Housing & Residence Life of a cancellation of their registration before Sunday, May 6, 2018, or at least one business day prior to the beginning of a short term stay, will be responsible for the Agreement Fees.

Withdrawal from Residence during the Summer semester
Students who withdraw early from their residence agreement after May 6, 2018 will be responsible for the time they have spent in residence, calculated at the nightly rate, plus a $650.00 withdrawal fee. All requests to withdraw from residence before the end of the session for which the resident has registered must be made in writing. Residence withdrawal forms are available at the Reception & Services Desk of Student Housing & Residence Life.

Methods of Payment
Visiting Non University of Toronto Students:
All payments must be made directly to Student Housing & Residence Life by: Interac, Visa, MasterCard, Certified Cheque or Money Order Payable to the University of Toronto. Keys will not be issued without an initial payment of residence fees.

Damage Deposit: A credit card number (Visa, MasterCard, or American Express) will be requested prior to arrival. Any damages or outstanding fees will be charged to this credit card.

University of Toronto Students:
The non-refundable residence deposit must be made directly to Student Housing & Residence Life via the online residence application. Other fee payments may be made to the University of Toronto via your Student Account.

Service Charges: If fees are not paid in full, any outstanding balance is subject to a monthly service charge of 1.5% per month compounded (19.56% per annum) assessed as of the 15th of every month. For details refer to www.fees.utoronto.ca.

Access
The Director, Student Housing & Residence Life or his/her designate has the right to authorize access to houses and/or bedrooms:
   a) With notice to inspect and/or implement repairs where health, safety, and maintenance are concerned
   b) Without notice in the event of an emergency or perceived emergency including the state of health, safety, or maintenance
Student Housing & Residence Life respects the privacy of residents. In the event that the decision is made to access a private space assigned to or occupied by a resident it is in order to
promote safety, to protect the rights of others, to uphold the Code of Student Conduct, the Residence Community Standards, or to protect the property of the University.

**Notification of Emergency Contact**
The resident will allow the University to contact the identified Emergency Contact in case of emergency or in cases where resident behavior is deemed to be a threat to the safety, security, and/or wellbeing of the resident or other community members, or where the resident is otherwise incapacitated, regardless of the resident’s age.

**Construction, Maintenance, and Renovations**
There are maintenance, renovation, and construction projects that take place in residence and in close proximity to residence. Work takes place during regular business hours, but may begin earlier or extend into the evenings or weekends. Student Housing & Residence Life communicates with project managers in order for construction practices to consider the academic timeline; however there may be noise, dust, and temporary interruption of some services, etc. Ongoing construction, renovation or maintenance projects will continue through midterm and final examination periods. Consistent with other universities practices there will be no compensation or reduction of residence fees due to disruption.

**Pest Outbreaks**
Residents will contact Student housing & Residence Life immediately if a pest infestation is suspected. The department of Student Housing & Residence Life will take actions to investigate and if the presence of pests is confirmed, it may involve a professionally licensed pest control company to treat the problem. The resident’s cooperation and active participation in dealing with the treatment will be required including, but not limited to, general cleanliness, laundering linen and clothing, and moving personal belongings in order to provide access to apply treatment. No refund or reduction of fees will occur. Non-compliance with these protocols may result in additional charges as determined by Student Housing & Residence Life.

**Non-Reduction of Fees**
It is agreed that there shall be no reduction of the Housing Fee or any other compensation for, or on account of any loss, damage, inconvenience, discomfort arising from the interruption or curtailment, however caused, of any accommodation, facility, or service agreed to be furnished by the University.

**Condonation of Breach not a Waiver**
Any excusing, condoning, or overlooking by the University of any default, breach, or non-observance by a resident, of any condition or regulation of the Agreement will not operate as a waiver of the University’s rights under the Agreement in respect to subsequent defaults, breaches or non-observances of terms of the Agreement.

**Headings**
Headings contained in the Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of the Agreement or any provision of it.
**Residential Tenancies Act Exemption**
Residence at the University of Toronto Scarborough is fully exempt from the Ontario Residential Tenancies’ Act as per the criteria met in Section 5(g) of the Act, and thus all terms and conditions in the Agreement are binding.

**Electronic Submission of Agreement**
Electronic/online submission of the Agreement constitutes acceptance of the terms and conditions stated therein. Electronic/online submission of the Agreement indicates that the student (and parent or guardian if the student is under the age of 16) has read and understood the Residence Agreement in its entirety.