UNIVERSITY OF TORONTO SCARBOROUGH RESIDENCE AGREEMENT
TERMS AND CONDITIONS 2020-2021

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This 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 their obligations. Please read this Agreement carefully. In consideration of the mutual covenants contained herein, The Governing Council of the University of Toronto, as represented by The University of Toronto Scarborough (the “University”) and the “Resident” agree as follows:

The submission of a Residence application and acceptance of a Residence offer indicates that the student has read and understood the conditions of the Residence Agreement and its related documents as a condition of applying to and, if accepted, living in Residence at the University of Toronto Scarborough. The Resident agrees that the Terms and Conditions of the Residence Agreement, The Residence Guide, The University Student Code of Conduct for Non-Academic Offenses, Policy on Sexual Violence & Sexual Harassment, and The University of Toronto Scarborough Computing and Network Access Agreement, as well as Federal and Provincial laws, are effective and binding legal obligations that are enforceable.

1.0 IMPORTANT DATES

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 31, 2020</td>
<td>First year guarantee activation deadline</td>
</tr>
<tr>
<td>As stated in Residence Offer</td>
<td>Residence Deposit due to confirm acceptance</td>
</tr>
<tr>
<td>July 30, 2020</td>
<td>1st Instalment Residence Fees due</td>
</tr>
<tr>
<td>September 5, 2020</td>
<td>Move-In day</td>
</tr>
<tr>
<td>September 30, 2020</td>
<td>2nd Instalment Residence Fees due</td>
</tr>
<tr>
<td>November 30, 2020</td>
<td>Last day to register for residence accommodation over winter break period</td>
</tr>
<tr>
<td>November 30, 2020</td>
<td>3rd Instalment Residence Fees due</td>
</tr>
<tr>
<td>December 23, 2020</td>
<td>Last day to receive mail/packages for 2020</td>
</tr>
<tr>
<td>December 23, 2020</td>
<td>Last day for Residents to leave for winter break</td>
</tr>
<tr>
<td>December 24, 2020 - January 3, 2021</td>
<td>University closed; Residence closed</td>
</tr>
<tr>
<td>January 3, 2021</td>
<td>Residence re-opens at 10:00 a.m.</td>
</tr>
<tr>
<td>April 23, 2021</td>
<td>Last day of academic year residence operations</td>
</tr>
<tr>
<td>April 24, 2021 (or 24 hours after last exam)</td>
<td>Last day for Residents to move out</td>
</tr>
</tbody>
</table>

2.0 CONTRACT TERM

Subject to 2.1, the Term of this Agreement begins on Move-In Day, as outlined in Section 1.0, until 24 hours after the Resident’s last exam, or 12:00 p.m. noon on April 24, 2021, whichever comes first. The Term of this Agreement excludes the Winter Break Closure (as outlined in Section 2.1). If the Resident has been approved to live in Residence for the Fall semester only, the Agreement ends 24 hours after the Resident's last exam, or 12:00 p.m. noon on the last day for Residents to leave for the Winter Break Closure, as outlined in Section 2.1, whichever comes first. If the Resident has been approved to live in Residence for the Winter semester only, the Agreement begins at 9:00 a.m. on January 2, 2021, and ends 24 hours after the Resident's last exam, or
12:00 p.m. noon on Move-Out Day, as outlined in Section 1.0, whichever comes first. Exceptions for University–operated study abroad students and exchange students are outlined in Section 3.4.

2.1 Winter Break Closure: The University is closed from Wednesday, December 23, 2020 to Sunday, January 3, 2021. The Resident is required to vacate the Room during the closure but may leave their belongings behind. The Resident is expected to secure alternate accommodation during this period. Residents with exceptional circumstances (e.g. International students who cannot return home) may apply to stay in Residence at a cost of $60 per night on December 23, 2020, and December 24, 2020 or a flat rate of $300 for December 23, 2020 to January 2, 2021. Students who do not request housing during the closure will not have access to the Residences during the Winter Break closure. During the closure period the University is closed and services will be limited; food services are closed, there are no IT services, the Reception & Services Desk is closed, and there are minimal staff on-site. Applications for Winter Break accommodation will be available by mid-October, 2020 and the submission deadline is November 30, 2020. Permission to remain in the Residences during this time period is subject to University approval and should not be considered automatic. Students may return to Residence after 9:00 a.m. on Sunday, January 3, 2020. Applications received on or after December 1, 2020 will be charged a flat rate of $600.

2.2 Moving In / Out: Move-in and move-out processes will be communicated to Residents via email. Failure to follow move-in and move-out processes can result in additional financial charges. The University grants the Resident the license to use and occupy their Room or suite/house, in the Residences at UTSC for a period from Move-In day on Saturday, September 5, 2020 until Move-Out day on Saturday, April 24, 2021, or 24 hours after the Resident’s last exam, whichever comes first. Students must make travel arrangements accordingly.

Residents planning to arrive after the indicated move-in date must notify Student Housing & Residence Life by email by Friday, August 13, 2020. Failure to notify Student Housing & Residence Life of a late arrival will result in the cancellation of the Resident’s reservation or the reallocation of a housing assignment. If the Resident does not take possession of and occupy the Room by noon on Friday, September 11, 2020, the Room reservation and this Agreement are automatically forfeited and cancelled, and the University may license the Room to another Resident, without notice to the Resident.

2.3 Limited to Term of Occupancy: This Agreement is solely for the provision of accommodation for the term stipulated in Section 2.0, and the Resident expressly agrees that the term of occupation set out in this Agreement will terminate at the date and time set out in Section 2.0. A Resident may submit a Residence application for a subsequent term or terms, but there is no guarantee of accommodation on the basis of previous occupancy.

2.4 Binding Commitment: Acceptance of the Terms and Conditions of this Agreement constitutes a binding commitment by the Resident for the full term as outlined in Section 2.0 of this Agreement.

3.0 ELIGIBILITY & WAIT LISTS

3.1 Eligibility: Only full-time University of Toronto Scarborough students who are enrolled in a minimum of 3.0 full-time course equivalents (FCEs), with a minimum of 3 courses in each of the Fall and Winter semesters, or comparable course load in a registered faculty, in good academic standing are eligible to reside in the University of Toronto Scarborough Residences. It is the responsibility of the Resident to immediately notify
Student Housing & Residence Life if their academic status changes during their stay in Residence. The University reserves the right to check the academic status of students to confirm their eligibility for Residence as required.

3.2 Returning Resident Applicants: Returning Resident applicants refers to those students who have lived in Residence previously. Returning Residents are expected to be positive role models in the residence community and all eligibility criteria in Section 3.1 must be met. Returning applicants who have an outstanding balance owing or a history of significant and/or repeated violations of The Residence Guide will not be eligible for residency.

3.3 Waitlists: When UTSC Residences are full, a waitlist is created. Applicants will be notified by the Department of Student Housing & Residence Life and will be given the opportunity to secure a position on the wait list or cancel the application. Offers made to a student on the waitlist will expire within 48 hours.

3.4 Conditions for Fall Semester Only Residents: Students are eligible for a one semester contract if the student is enrolled in a University-operated study abroad or exchange program.

3.5 Service Animals: Students living in Residence buildings should inform Student Housing & Residence Life prior to moving in that they will be accompanied by a service animal. To help with this process, it is also recommended that students complete the service animal registration process through the AccessAbility Services office. Additional information about service animals on campus can be found here: http://aoda.hrandedequity.utoronto.ca/supports/.

4.0 RESIDENCE FEES

Residence Fees include accommodation from Move-In Day until December 23, 2020 at noon, or 24 hours following the Resident’s final exam in December, whichever comes first; and from January 3, 2021 to April 24, 2021, or 24 hours following the Resident’s final exam in April, whichever comes first. Residents who are offered residence accommodation on or after September 15, 2020, or on or after January 15, 2021 for, will be charged a pro-rated fee and the move-in date will be stipulated in a separate email from Student Housing & Residence Life.

Residence Fees and tuition fees are posted to your Student Account on the Accessible Campus Online Resource Network (ACORN). Fee payments (other than the acceptance fee and first payment) must be made to the student ACORN account. Fees are posted to the student account in mid-August. The Resident agrees to pay the Residence Fees for the academic session identified in Section 4.3.

4.1 Acceptance Deposit: As part of accepting a residence offer, a $1000 acceptance deposit is to be paid through the department’s online payment system (StarRez) by no later than the date stipulated in the offer letter. This acceptance deposit will display as a credit on the Resident’s ACORN account.

4.2 Payments: The acceptance deposit and first payment are paid through the department’s online payment system (StarRez). The remaining Residence Fees are posted to the Resident’s ACORN account. Fees are due according to the schedule in Section 4.3.
4.3 Residence Fee Schedule

<table>
<thead>
<tr>
<th>Residence Type</th>
<th>Acceptance Deposit</th>
<th>1st Payment Due July 30</th>
<th>2nd Payment Due September 30</th>
<th>3rd Payment Due November 30</th>
<th>Total Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Townhouse Single</td>
<td>$1,000.00</td>
<td>$1,500.00</td>
<td>$2,235.50</td>
<td>$4,734.50</td>
<td>$9,470.00</td>
</tr>
<tr>
<td>Townhouse Single smaller room</td>
<td>$1,000.00</td>
<td>$1,500.00</td>
<td>$1,745.00</td>
<td>$4,245.00</td>
<td>$8,490.00</td>
</tr>
<tr>
<td>Townhouse Shared Upper</td>
<td>$1,000.00</td>
<td>$1,500.00</td>
<td>$1,010.00</td>
<td>$3,510.00</td>
<td>$7,020.00</td>
</tr>
<tr>
<td>Townhouse Shared Basement</td>
<td>$1,000.00</td>
<td>$1,500.00</td>
<td>$660.50</td>
<td>$3,160.50</td>
<td>$6,321.00</td>
</tr>
<tr>
<td>Joan Foley Hall Single</td>
<td>$1,000.00</td>
<td>$1,500.00</td>
<td>$2,820.00</td>
<td>$5,320.00</td>
<td>$10,640.00</td>
</tr>
<tr>
<td>Joan Foley Hall Shared</td>
<td>$1,000.00</td>
<td>$1,500.00</td>
<td>$1,469.00</td>
<td>$3,969.00</td>
<td>$7,938.00</td>
</tr>
<tr>
<td>Centennial</td>
<td>$1,000.00</td>
<td>$1,500.00</td>
<td>$2,492.50</td>
<td>$4,992.50</td>
<td>$9,985.00</td>
</tr>
</tbody>
</table>

The Fees above include a Residence Council Fee ($15.00 per semester). Residence Council fees are mandatory and non-refundable for all Residents.

4.4 Incidental Fees: There are a number of incidental fees and charges that a Resident may incur while living in Residence that include, but are not limited to, lockout fees, key replacement fees, maintenance and cleaning fees, and repair and replacement charges. These fees and charges are posted to the Resident’s ACORN account and are subject to Section 4.5 of this Agreement.

4.5 Service Charges: If 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. Outstanding charges 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.

4.6 Failure to Pay Fees: Failure to pay the first installment of $1500 by July 30, 2020 will result in the forfeiture of Residence accommodation.

4.7 Non-Reduction of Fees: It is agreed that there shall be no reduction of the Residence Fees 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.

5.0 CANCELLATION, WITHDRAWAL, & TERMINATION OF RESIDENCE

5.1 Withdrawal Fee: After August 15, 2020, Residents who withdraw from Residence or are evicted, for any reason whatsoever, will be subject to a $650 withdrawal fee in addition to the fee schedule in Section 5.4.

5.2 Cancellation Prior to Occupancy: Students who want to cancel their residence application must do so in writing to Student Housing & Residence Life. Cancelling University of Toronto Scarborough registration will not automatically cancel residence applications. Students are required to send an email to Student Housing & Residence Life (residences@utsc.utoronto.ca) with the following information: student’s full name, student number, residence session they would like to cancel, and reason for cancellation.

A refund of 50% of the residence deposit, or $500, will be granted for cancellations received from June 1, 2020 to July 29, 2020. No refund of the residence deposit will be granted for cancellations received from July 30,
2020 to August 15, 2020. Cancellations received after August 15, will result in a forfeiture of the $1000 residence deposit, in addition to a $650 withdrawal fee.

<table>
<thead>
<tr>
<th>Date of Cancellation Notice</th>
<th>Refund Amount</th>
<th>Withdrawal Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1 to July 29</td>
<td>50% of deposit</td>
<td>No Withdrawal Fee</td>
</tr>
<tr>
<td>July 30 to August 15</td>
<td>0% of deposit, refund of first payment</td>
<td>No Withdrawal Fee</td>
</tr>
<tr>
<td>August 16 to Move-In Day</td>
<td>0% of deposit, refund of first payment</td>
<td>$650 Withdrawal Fee</td>
</tr>
</tbody>
</table>

5.3 Failure to Move In: Failure to move in by September 11th, 2020 at noon will result in the Residence Agreement being cancelled and the deposit forfeited. Exceptions will be made for Residents who request permission in advance from Student Housing & Residence Life and receive written confirmation. Should a student fail to arrive by the date stated in the written confirmation, the student will forfeit their deposit and will be responsible for Residence Fees outlined in Section 5.4. A $650 withdrawal fee also applies.

5.4 Withdrawal from Residence: If a Resident chooses to withdraw from the Residence for any reason, a $650 withdrawal fee is charged for early termination of this Agreement. In addition, the Resident will also be responsible for a percentage of the occupancy session they have registered for, as listed below. The percentage charged applies to the move-out date whereby the Room has been completely emptied and the keys have been returned to Student Housing & Residence Life. All requests for withdrawal must be submitted in writing to Student Housing & Residence Life a minimum of two (2) weeks prior to the date of departure. Failure to do so will result in a $600 administrative fee as outlined in Section 5.5.

<table>
<thead>
<tr>
<th>Registered For Fall 2020 Only</th>
<th>Percentage Charged</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug 31 to Sept 15</td>
<td>40%</td>
</tr>
<tr>
<td>Sept 16 to Sept 29</td>
<td>50%</td>
</tr>
<tr>
<td>Sept 30 to Oct 13</td>
<td>60%</td>
</tr>
<tr>
<td>Oct 14 to Oct 27</td>
<td>75%</td>
</tr>
<tr>
<td>Oct 28 to Nov 10</td>
<td>85%</td>
</tr>
<tr>
<td>Nov 11 to Dec 21</td>
<td>100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Registered for Winter 2021 Only</th>
<th>Percentage Charged</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan 5 to Jan 19</td>
<td>40%</td>
</tr>
<tr>
<td>Jan 20 to Feb 2</td>
<td>50%</td>
</tr>
<tr>
<td>Feb 3 to Feb 16</td>
<td>60%</td>
</tr>
<tr>
<td>Feb 17 to Mar 2</td>
<td>75%</td>
</tr>
<tr>
<td>Mar 3 to Mar 16</td>
<td>85%</td>
</tr>
<tr>
<td>Mar 17 to Apr 25</td>
<td>100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Registered for Both Fall and Winter 2020 &amp; 2021</th>
<th>Percentage Charged</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dates</td>
<td>Percentage Charged</td>
</tr>
<tr>
<td>Aug 31 to Sept 8</td>
<td>10%</td>
</tr>
<tr>
<td>Sept 9 to Sept 15</td>
<td>15%</td>
</tr>
<tr>
<td>Sept 16 to Sept 22</td>
<td>20%</td>
</tr>
<tr>
<td>Sept 23 to Sept 29</td>
<td>25%</td>
</tr>
<tr>
<td>Sept 30 to Oct 6</td>
<td>40%</td>
</tr>
<tr>
<td>Oct 7 to Oct 13</td>
<td>43%</td>
</tr>
<tr>
<td>Oct 14 to Oct 20</td>
<td>46%</td>
</tr>
<tr>
<td>Oct 21 to Oct 27</td>
<td>49%</td>
</tr>
<tr>
<td>Oct 28 to Nov 3</td>
<td>52%</td>
</tr>
<tr>
<td>Nov 4 to Nov 10</td>
<td>55%</td>
</tr>
<tr>
<td>Nov 11 to Nov 17</td>
<td>58%</td>
</tr>
<tr>
<td>Nov 16 to Nov 24</td>
<td>61%</td>
</tr>
<tr>
<td>Nov 25 to Dec 1</td>
<td>64%</td>
</tr>
<tr>
<td>Dec 2 to Dec 8</td>
<td>67%</td>
</tr>
<tr>
<td>Dec 9 to Dec 21</td>
<td>70%</td>
</tr>
<tr>
<td>Dec 21 to Apr 25</td>
<td>100%</td>
</tr>
</tbody>
</table>

5.5 Written Notice of Early Withdrawal: Written notice of early withdrawal must be submitted to Student Housing & Residence Life a minimum of two (2) weeks prior to the date of withdrawal. Failure to do so may result in a $600 administrative fee in addition to the $650 withdrawal fee.

5.6 Withdrawal from the University: When a Resident withdraws from the University of Toronto Scarborough as well as from Residence, Residence Fees will be pro-rated so that the Resident is responsible for only those days that they occupied their Residence Room. A $650 withdrawal fee also applies.
5.7 Termination of Occupancy and Agreement: Student Housing & Residence Life reserves the right to terminate the license as set out in this Residence Agreement upon written notice to the Resident if the Resident:

a. Does not maintain the eligibility criteria outlined in Section 3.0. Residents are required to immediately advise Student Housing & Residence Life to determine if they may retain their Residence accommodation if a change in their status as a full-time student occurs.
b. Engages in conduct which is in violation of The Residence Guide, The University Student Code of Conduct for Non-Academic Offenses, Policy of Sexual Violence & Sexual Harassment, and The University of Toronto Scarborough Computing and Network Access Agreement that results in disciplinary action up to and including eviction from Student Housing & Residence Life and/or expulsion from the University of Toronto Scarborough.

A Resident removed from Residence due to disciplinary reasons risks forfeiture of all Residence Fees. Each case will be dealt with on an individual basis, and the decision of the Director, Student Housing & Residence Life or delegate shall be final and binding on the parties. Under some circumstances, the Resident could be required to vacate the Residence building immediately, if the Resident’s conduct represents a risk to the safety, security or well-being of other residents, as determined in the absolute discretion of the Residence Life Manager. Residents who are suspended from the Residence as an interim measure will continue to be held responsible for their Residence Fees, regardless of the outcome of the related investigation or appeal. Residents who are evicted will be banned from entering all Residences owned and operated by UTSC and may not apply for Residence in future years.

5.8 Abandonment of Unit: The Resident acknowledges that a Resident’s Room may be deemed to be abandoned where the Resident has, in the opinion of Student Housing & Residence Life, vacated the Resident’s Room and failed to complete the official withdrawal form to advise Student Housing & Residence Life of withdrawal OR failed to respond to a Notice of Abandonment sent by Student Housing & Residence Life within ten (10) business days of such notice. Abandonment is grounds for termination of the Resident Agreement by Student Housing & Residence Life and subject to the $650 withdrawal fee and the Residence Fees outlined in Section 5.4.

5.9 Items Left Behind: Any items left behind will be deemed to have been abandoned by the Resident. Student Housing & Residence Life will discard any items left behind after the term specified in Section 2.0 of this Agreement, the date of withdrawal by the Resident, or the date of termination of the Resident’s occupancy by Student Housing & Residence Life. Student Housing & Residence Life is not responsible for mailing back items to the Resident and will not compensate the resident for items that have been discarded. The Resident agrees to indemnify Student Housing & Residence Life for any costs, damages, or other expenses arising out of, or in any way connected with, the disposal of items left behind by the Resident.

6.0 ROOM ASSIGNMENT, CONDITION, & ACCESS

6.1 Room Assignment: When making room assignments, Student Housing & Residence Life will evaluate the needs of the community members, including but not limited to, accessibility and special needs, date of arrival,
as well as the preferences answered by the student on the application. Preferences are not guaranteed however, Student Housing & Residence Life strives to meet the needs of all residents.

6.2 Room Re-assignment: Student Housing & Residence Life retains the right to relocate Residents to an alternate room where other solutions or accommodations are not possible in matters relating to public safety, alleged infractions of The Residence Guide and/or The University Student Code of Conduct for Non-Academic Offenses, housemate incompatibility, emergency situations, construction, repairs, maximizing occupancy or unforeseen events. Residents must be prepared to welcome a new person to their suite or be relocated to another suite any time a vacancy exists.

6.3 Room Change: A Resident must receive written permission from Student Housing & Residence Life to change rooms. A $100 fee will be charged to cover cleaning and administrative costs. If the Resident relocates to an upgraded room, the Resident will also be charged the higher Residence Fees. It will not always be possible to accommodate a room change. Student Housing & Residence Life has the authority to grant or deny such a request in its sole discretion.

6.4 Room Condition and Size: Residence Fees are charged based on room type. Adjustments to Residence Fees will not be made based on room size, condition, or the furnishings provided.

6.5 Unit Condition Report: All Residents must complete an item/unit condition report within 48 hours of occupancy. The Resident is also responsible for reporting any required repairs within 48 hours of occupancy using the online Work Order Repair Request Form through the StarRez Portal. In the event that a Resident fails to submit a report the premises shall be deemed to be in a state of immaculate condition. The item/unit condition report is kept on file by Student Housing & Residence Life for the purpose of comparison to the move-out inspections at the end of the Resident’s term. The Resident will be responsible for any changes or damages to the physical condition of the premises or residence property.

6.6 Room/Unit Items and Alterations: Residents may not remove items found in the premises including furniture, appliances, and equipment. Residents will not under any circumstances tamper with or change the lock or security device on any door. Residents may not bring in beds, mattresses, or upholstered (cloth) items into the Residence. Residents may not paint, tile, drill, screw, nail, or make any physical alterations to any part of the Residence space. 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. Residents must report all damage that may disturb the asbestos containing compound by submitting a work order, as outlined in Section 6.9. The University of Toronto Scarborough shall not, in any event whatsoever, be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Resident or guests as a result of any asbestos.

6.7 Common Area Standards: Residents will be jointly and severally (individually) responsible for cleanliness, missing items, vandalism and damages that are not considered normal wear and tear in shared unit spaces and common areas. Costs for repairs, replacement, or cleaning of University of Toronto Scarborough property will be assigned to each Resident as determined by Student Housing & Residence Life. All Residents are expected to participate in maintaining a standard of cleanliness and repair that constitutes a welcoming environment for everyone.
6.8 **Room/Unit Cleanliness:** Residents must maintain their Unit in a clean and orderly condition in accordance with building, and health and safety standards regulations. If a Unit is found to be in poor condition, the Resident will have 24 hours to remedy the situation. Should the Room fail re-inspection, Student Housing & Residence Life will arrange for cleaning of the Room and/or Unit and the Resident will be charged a minimum of a $100 cleaning fee.

6.9 **Pass Along Concerns Promptly:** The Resident agrees to notify Student Housing & Residence Life immediately of any damage to the premises during the period of the Agreement using the online Repair Work Order Request Form through the StarRez Portal. Failure to do so may result in associated costs for repair and replacement to be charged to the Resident as per Section 4.4 of this Agreement.

6.10 **Pest Policy:** Residential buildings are occasionally subject to pest outbreaks, including, but not limited to, bedbugs. If a pest outbreak is suspected, Residents are required to immediately contact Student Housing & Residence Life so an inspection can be arranged. If the presence of pests is confirmed, Residents will be required to actively participate in the treatment by following the directives of the University and/or professional Pest Control workers. To reduce the likelihood of spreading pests to unaffected areas, Residents will not be relocated to a new room. No refund or reduction of fees will be issued to those who are inconvenienced by pest inspection or remediation processes.

6.11 **Entry:** Student Housing & Residence Life staff, as well as employees, contractors, and agents of the University, shall be permitted to enter houses/suites and/or bedrooms upon giving 24 hours notice to the Resident, and at regular intervals if such intervals are previously announced to the Residents. Reasons may include, but are not limited to, examining the state of the Unit, including the state of sanitation, safety and repair thereof, and to make such repairs, changes or improvements to the house/suite and/or bedroom and its furnishings as the University may deem necessary or desirable. Student Housing & Residence Life staff may enter anytime, and without notice, in the event of an emergency or perceived emergency, or a disturbance or breach or suspected breach of the University of Toronto Scarborough Residence Community Standards (https://www.utsc.utoronto.ca/residences/residence-life), as well as to take such steps as are deemed necessary for the safety of Residents.

6.12 **Maintenance, Renovation, and Construction:** Student Housing & Residence Life reserves the right to perform renovations or major repairs at any time of the year. Every reasonable effort will be made to consult and/or advise Residents of the renovations and/or construction activities.

6.13 **Move-Out Condition:** The Resident agrees to leave their Room in a condition that is equal to the condition of the Room when they moved in, with all furniture and appliances returned to its original condition. Inspections will be completed by Student Housing & Residence Life after the resident has moved out. If the Unit is not thoroughly cleaned prior to leaving and/or damages are present, the Resident will be charged applicable fees.

6.14 **Sub-Licensing Not Permitted:** Rooms may only be occupied by the assigned Resident. Unauthorized occupation or “sub-licensing,” also known as subletting, of a Room will result in the eviction of the occupant and sanctions for the Resident.

7.0 **CONDUCT**
The Resident acknowledges that the rules, regulations and policies outlined in The Residence Guide, The University Student Code of Conduct for Non-Academic Offenses, and the Policy on Sexual Violence & Sexual Harassment, form part of this Agreement. The Resident agrees to abide by the policies outlined in these documents.

https://www.utsc.utoronto.ca/residences/residence-life

Student Housing & Residence Life have the authority to impose sanctions for violations outlined in The Residence Guide. Student Housing & Residence Life may also refer the matter for investigation and adjudication under The University Student Code of Conduct for Non-Academic Offenses. The Resident acknowledges responsibility for all sanctions levied including individual and community fines. Student Housing & Residence Life may evict should a Resident be found to have violated The Residence Guide. These offences include but are not limited to:

a. Violence, assault, harassment and carrying or use of a weapon.

b. The use, possession, growing/manufacturing, and/or trafficking of illegal substances.

c. The growing or trafficking of cannabis on UTSC property.

d. Open flames/burning, including but not limited to starting a fire, smoking, storing or using fireworks or burning incense/candles in Residence or unauthorized use of the fire pit.

e. Tampering with life/fire safety equipment.

f. Accessing a restricted area.

7.1 Inappropriate Behaviour: If a Resident engages in harmful behaviour, or behaviour that is reasonably perceived to be a threat to themselves, or to others, compromises their personal safety (including but not limited to underage / excessive drinking, drug use, abusive behaviour), causes damage to the property of the Residence or others, or where a pattern of behaviour by a Resident is sufficient to create significant disruption to the Residence community, the Residence Life Manager, or designate, reserves the right to terminate the occupancy of the Resident as outlined in Section 5.7.

7.2 Notifying Emergency Contact: Regardless of age, by accepting this Agreement the Resident authorizes Student Housing & Residence Life to contact the Resident’s emergency contact, as provided through the residence application process, in cases where the Resident’s behavior is deemed to be a threat to the safety, security, and/or wellbeing of the Resident or other community members, or in the event of serious illness, injury or hospitalization, or as determined in the sole and absolute discretion of the University.

7.3 Guests: Overnight guests may be permitted on an occasional basis to a maximum of 4 nights per month provided the permission of any suite/roommate is obtained in advance and no complaints have been made previously regarding the conduct of the guest. Guests of Residents must abide by the same rules and regulations as outlined in this Agreement. Guests must be accompanied by the Resident at all times. Residents are responsible and liable for actions of their guest(s) and for any damage caused by their guest(s). The Resident acknowledges that guest privileges can be revoked if, in the opinion of Student Housing & Residence Life, the Resident abused such privileges through excessive use or inappropriate behaviour.
7.4 Fire and Emergency Response and Evacuation: All Residents and guests of Residents are required to evacuate the Residences upon hearing a fire alarm and/or when an emergency situation requires evacuation. Residents requiring assistance in evacuating must advise Student Housing & Residence Life and AccessAbility Services prior to move-in. Residents must participate when fire drills take place throughout the year and are required to proceed to the designated assembly point where additional instructions will be provided. Residents are required to follow fire safety procedures outlined in The Residence Guide.

7.5 Commercial Activity Prohibited: Residents are not permitted to engage in any commercial activity on the premises.

7.6 Observe and Record Behaviour: Student Housing & Residence Life reserves the right to observe and record the Resident’s behaviour for the purpose of ensuring the safety of the Resident, the community, and that all applicable polices are followed.

8.0 GENERAL

8.1 Providing Notice to Residents: Any notice to Residents will be deemed to be properly given by delivery of such notice to the Resident’s mailbox, utoronto.ca email, or by way of posting such a notice on the entry door to the Resident’s Room.

8.2 Providing Notice to Student Housing & Residence Life: Any notice to Student Housing & Residence Life will be deemed to be properly given by email to residences@utsc.utoronto.ca or in written form delivered in person to the reception desk.

8.3 Indemnity: The Resident shall indemnify and hold harmless the University and Student Housing & Residence Life from all claims, liabilities, costs, expenses, damages, and legal expenses arising out of or in any other part or parts of the Residence.

8.4 Force Majeure: To the extent that the University is unable to fulfill, or is delayed or restricted in fulfilling, its obligations under the Agreement by any cause beyond its control, the University shall be relieved from the fulfilment of its obligations during that period and the Resident shall not be entitled to any reduction in Fees or any compensation as a result thereof. Without restricting the generality of the foregoing, the University shall not be responsible for failing to meet its obligations under this Agreement due to a strike by its employees, a lock-out of employees by the University, and/or any other form of job action or labour unrest, or due to acts of God, including fires, floods, earthquakes, severe weather conditions, flu pandemic, intervention by civilian or military authorities, governmental legislation, or other unforeseen developments, Student Housing & Residence Life reserves the right to require Residents to immediately vacate their Room or Unit if a situation occurs in which safety measures are compromised.

8.5 Injury, Theft and Damage to/on the Premises: The University shall not be liable to the Resident for any damage to or loss or theft of personal property or for personal injury, including death, on the Residence property save where the same is caused by the willful or negligent act or omission of the University or those for whom the University is in law responsible. The Resident will indemnify the University and save it harmless from any and all liability in respect of any injury, loss or damage occasioned by any act or omission of
the Resident, their guests, agents or invitees. **Students are strongly encouraged to secure their own contents insurance.**

8.6 **Residence Appeals:** Residents wishing to appeal a fine, charge, or disciplinary sanction as provided in the Residence Guide must appeal in writing to Student Housing & Residence Life within 5 days of the dated document. Appeals will be reviewed by the Manager, Residence Life, or designate. Residents are advised to pay all fees while their appeal is being reviewed in order to avoid service charges in their ACORN balance as Student Housing & Residence Life does not adjust services charges incurred.

8.7 **Residents Between Ages 16 and 18:** Residents between the ages of 16 and 18 years will be considered adults under this Agreement.

8.8 **Residents Under the Age of 16:** Where the Resident is under the age of 16 years, the Agreement must be signed by the parent or legal guardian of the Resident in order to be binding on the University. The undersigned parents or guardian of the Resident hereby acknowledges full responsibility and liability for all covenants and obligations of the Resident as provided for in this Agreement including, but not limited to, payment of all Residence Fees. Student Housing & Residence Life may impose additional terms and conditions with respect to the accommodation of the Residence prior to Move-In Day upon notice to the Resident.

8.9 **Information Sharing with Elections Officials:** In the event a federal, provincial, or municipal election is called, a Resident’s applicable personal information will be provided to Elections officials in order to establish an accurate voter’s list.

8.10 **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.

8.11 **Questions to be Addressed Before Acceptance:** Each Resident is responsible for seeking out clarification of any information that the Resident does not understand in the Agreement and Residence Guide before the Resident accepts the offer of Residence. Questions may be directed to Student Housing & Residence Life. The Resident acknowledges and agrees that the Resident has had the opportunity to seek, and was not prevented or discouraged from seeking, any independent legal advice which the Resident considered necessary before the execution and delivery of this Agreement and that, if the Resident did not avail themselves of that opportunity before accepting the offer of Residence, the Resident did so voluntarily without any undue pressure.

9.0 **RTA**

9.1 **Application of the Residential Tenancies Act:** The Resident understands the provisions of the Residential Tenancies Act 2006, S.O. 2006, c 18, does not apply to Residence accommodation.