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UNIVERSITY OF TORONTO SCARBOROUGH RESIDENCE AGREEMENT TERMS AND CONDITIONS SUMMER 2020

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 their obligations. Online submission constitutes as mutual covenants to the conditions outlined in the Agreement. Please read this Agreement carefully.

The 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

Important Dates	
As stated in Residence Offer	Residence Deposit due to confirm acceptance
May 10, 2020	Move-In day (or as stated in Offer Letter)
August 29, 2020	Last day for Residents to move out (or as stated in Offer Letter)

2.0 CONTRACT TERM

Subject to 2.1, the Term of this Agreement begins on Move-In Day, as outlined in Section 1.0 or as stated in the Offer Letter, and ends on Move-Out Day, 12:00 p.m. noon on August 29, 2020, or as stated in the Offer Letter, whichever comes first.

2.1 Checking In / Out: Check-in and check-out processes will vary from resident to resident and will be communicated to Residents via email. Failure to follow check-in and check-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 the dates indicated in the Offer Letter.

Residents planning to arrive after the indicated check-in date must notify Student Housing & Residence Life prior to arrival. Failure to notify Student Housing & Residence Life of a late arrival can 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 within 48 hours of the check-in date stipulated in the Offer Letter, 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.

2.1 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.

2.3 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 post-secondary students enrolled in a full-time program at an accredited post-secondary institution are eligible to reside in the University of Toronto Scarborough Residences. 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 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.hrandequity.utoronto.ca/supports/>.

4.0 RESIDENCE FEES

Residence Fees include accommodation for the dates stipulated in the Offer Letter only. The Resident agrees to pay the Residence Fees outlined in the Offer Letter. General summer rates are identified in Section 4.3.

4.1 Acceptance Deposit: As part of accepting a residence offer, a \$250 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.

4.2 Payments: The acceptance deposit is paid through the department's online payment system (StarRez). For University of Toronto students, the remaining Residence Fees are posted to the Resident's ACORN account. For non – University of Toronto students, the remaining Residence Fees are payable on arrival by money order or credit card. Summer Fees are according to the schedule in Section 4.3.

4.3 Residence Fee Schedule

	Full Summer Rate	Weekly Rate (4 week min.)
Standard Townhouse Single	\$ 4,472.00	\$ 279.00
Joan Foley Hall Single	\$ 4,792.00	\$ 299.00
Joan Foley Hall Shared	\$ 3,584.00	\$ 224.00

The Academic English Program has a separate rate that will be communicated in the Offer Letter.

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, room change 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 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.

4.7 Tax Exemptions: Ontario University and College Residences are tax-exempt and Residents are not charged taxes on Residence Fees. As such, a Resident may claim only \$25 as the occupancy cost for the part of the year lived in Residence. If filing either a paper or an electronic income tax return, the Resident does not need to include receipts with the tax return. For that reason, Student Housing & Residence Life does not provide tax receipts.

5.0 CANCELLATION, WITHDRAWAL, & TERMINATION OF RESIDENCE

5.1 Withdrawal Fee: After occupying the Room, Residents who withdraw from Residence or are evicted, for any reason whatsoever, will be subject to a \$650 withdrawal fee in addition to the Fees outlined 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. No refund of the residence deposit will be granted.

5.3 Failure to Check In: Failure to check in within 48 hours of the date stipulated in the Offer Letter, may 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. 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 is responsible for the period in which they occupied the Room at a pro-rated cost. 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.

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 Contract: Student Housing & Residence Life reserves the right to revoke this Residence Agreement if the Resident:

- a. Does not maintain the eligibility criteria outline 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 University of Toronto Scarborough Residences 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. 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 check-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 shall be permitted to enter houses/suites and/or bedrooms upon giving reasonable 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 time, 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, 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 accordingly.

6.14 Sublicensing Not Permitted: Rooms may only be occupied by the assigned Resident. Unauthorized occupation or “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, Policy on Sexual Violence & Sexual Harassment, and The University of Toronto Scarborough Computing and Network Access Agreement, form part of this Agreement. The Resident agrees to abide by the policies outlined in these documents.

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 them self, 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.

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.

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 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 policies 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 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.

8.3 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.

8.4 Injury, Theft and Damage to/on the Premises: The University will not be liable for the loss, damage to, or theft of 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.

8.5 Residence Appeals: Residents wishing to appeal a fine, charge, or disciplinary sanction must appeal in writing to Student Housing & Residence Life within 30 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.

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

8.7 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.

8.8 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.

8.9 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.

8.10 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.

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

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