

UNIVERSITY OF TORONTO SCARBOROUGH FIRST YEAR RESIDENCE AGREEMENT TERMS AND CONDITIONS 2021-2022

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UNIVERSITY OF TORONTO SCARBOROUGH RESIDENCE AGREEMENT TERMS AND CONDITIONS 2021-2022

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

Name	Title
June 15 by 4pm	Residence deposit #1 due in StarRez Portal to confirm acceptance
July 15 by 4pm	Residence deposit #2 due in StarRez Portal to confirm acceptance
September 3 and 4, 2021	Move-In Days
September 30, 2021	Balance of Fall Session Residence Fees due
November 19, 2021	Last day to register for residence accommodation over winter break period
November 30, 2021	Winter Session Residence Fees due
December 21, 2021	Last day to receive mail/packages for 2021
December 21, 2021	Last day for Residents to leave for winter break
December 22, 2021 - January 8, 2022	University closed; Residence closed
January 9, 2022	Residence re-opens at 10:00am for Winter session
April 29, 2022	Last day of academic year residence operations
April 30, 2022 (or 24 hours after last exam)	Last day for residents to move out by 12:00pm

2.0 CONTRACT TERM

The Room and room type shall be assigned to the Resident by the Director, Housing & Residence Life (the "Director"), or the Director’s designate. The University reserves the right, to be exercised by the Director or their designate acting reasonably, to substitute another room in the Residence for the Room at any time during the Occupancy Period, and the substituted room shall be deemed to be the Room for all purposes hereunder.

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 30, 2022, 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 Winter semester only (wait list applicants only), the Agreement begins at 10:00 a.m. on January 9, 2022, 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 22, 2021 to Sunday, January 9, 2022. 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, 2021, and December 24, 2021 or a flat rate of \$500 for December 23, 2021 to January 9, 2022. 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, 2021 and the submission deadline is November 19, 2021. 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 10:00 a.m. on Sunday, January 9, 2022. Applications received on or after November 20, 2021 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 Friday, September 3, 2021 until Move-Out day on Saturday, April 30, 2022 by 12:00pm, 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, 2021. 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 10, 2021, 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 a minimum of 48 hours.

3.4 Conditions for Fall Semester Only Residents (Upper Year students only): Students are eligible for a one semester contract if the student is enrolled in a University-operated study abroad or exchange program or on a co-op term.

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.hrandequity.utoronto.ca/supports/>. If you need to bring a service animal to residence, please complete the Accessibility Needs in Residence Form at <https://www.utsc.utoronto.ca/residences/accessibility-needs-residence>.

4.0 RESIDENCE FEES

Residence Fees include accommodation from Move-In Day until December 22, 2021 at 12:00pm, or 24 hours following the Resident's final exam in December, whichever comes first; and from January 9, 2022 at 10:00am to April 30, 2022 at 12:00pm, or 24 hours following the Resident's final exam in April, whichever comes first. Residents who are offered residence accommodation on or after September 12, 2021, or on or after January 23, 2022 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. The Winter Break period from December 22, 2021 to January 8, 2022 inclusive is not included in the Residence Fees (See Section 2.1 Winter Break Closure).

Residence Fees and tuition fees are posted to your Student Account on the Accessible Campus Online Resource Network ([ACORN](#)). Fee payments (other than the deposit) 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 Deposits: As part of accepting a residence offer, a \$600 first deposit and a \$1400 second deposit are to be paid no later than June 15 by 4:00pm EST and July 15 by 4:00pm EST, respectively. The deposits are to be paid through the online application platform (StarRez). All deposits made in StarRez via credit card or Visa/MasterCard debit are handled securely by Moneris. These deposits will display as a credit on the Resident’s ACORN account within 5-7 business days.

4.2 Payments: The Deposit is 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

	Deposit #1 June 15 by 4pm	Deposit #2 July 15 by 4pm	Fall fees balance September 30	Winter Fees November 30	Total Fees
Townhouse Single	\$600	\$1400	\$2,955.50	\$4,955.50	\$9,911
Joan Foley Hall Single	\$600	\$1400	\$3,570	\$5,570	\$11,140
Townhouse Single (Small)	\$600	\$1400	\$2441.50	\$4441.50	\$8,883
Townhouse shared main*	\$600	\$1400	\$1,669.50	\$3,669.50	\$7,339
Townhouse shared lower*	\$600	\$1400	\$1,302.50	\$3,302.50	\$6,605
Joan Foley Hall Shared*	\$600	\$1400	\$2,152	\$4,152	\$8,304
Centennial Single**	\$600	\$1400	\$3,226	\$5,226	\$10,452

*Shared bedrooms are currently not being offered but may be offered in the future.

**Centennial is only used for overflow housing in the event UTSC campus residence is full.

A Residence Council Fee of \$15.00 per session (\$30.00 total for Fall & Winter contracts) is also charged to the ACORN account. 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, 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 <https://studentaccount.utoronto.ca/>.

4.6 Failure to Pay Deposits: Failure to pay the Deposit(S) by the specified dates 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. Furthermore, for students who must fulfill any requirements of the mandatory quarantine per the Government of Canada, contract dates and residence fees will not be adjusted.

5.0 CANCELLATION, WITHDRAWAL, & TERMINATION OF RESIDENCE

5.1 Withdrawal Fee: After August 13, 2021, 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 (residence.uts@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 100% of Deposit #1 of \$600 and Deposit #2 of \$1400, will be granted for cancellations received from June 15, 2021 to July 15, 2021. Cancellations received after July 15, 2021 will receive no refund of either deposit. Deposits for cancellations received after July 15 will be forfeited and cannot be transferred to any other charges on the student account. Cancellations received after August 13 will be charged a \$650 residence withdrawal fee in addition the forfeiture of Deposit #1 and Deposit #2.

Date of Cancellation Notice	Refund Amount
June 15 to July 15	100% of 1 st Deposit, 100% of 2 nd Deposit
July 16 to August 12	0% of 1 st Deposit, 0% of 2 nd Deposit
August 13 to Move-In Day	0% of 1 st Deposit, 0% of 2 nd Deposit, \$650 withdrawal fee charged

5.3 Failure to Move In: Failure to move in by September 10th, 2021 at noon will result in the Residence Agreement being cancelled and the deposits 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 deposits 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.

Students Registered for Fall and Winter 2021-2022							
Dates			Percentage Charged	Dates			Percentage Charged
Move In	to	Sept 11	10%	Oct 31	to	Nov 6	52%
Sept 12	to	Sept 18	15%	Nov 7	to	Nov 13	55%
Sept 19	to	Sept 25	20%	Nov 14	to	Nov 20	58%

Sept 26	to	Oct 2	25%	Nov 21	to	Nov 27	61%
Oct 3	to	Oct 9	40%	Nov 28	to	Dec 4	64%
Oct 10	to	Oct 16	43%	Dec 5	to	Dec 11	67%
Oct 17	to	Oct 23	46%	Dec 12	to	Dec 21	70%
Oct 24	to	Oct 30	49%	Dec 22	to	Apr 30	100%

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: The University reserves the right to terminate the license as set out in this Residence Agreement upon written notice to the Resident upon the happening of any of the following events:

- a. non-payment by the Residence of any amount due to the University;
- b. the Resident does not maintain the eligibility criteria outline in Section 3.1;
- c. breaches by the Resident of any other provision of this agreement;
- d. 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; and
- e. in accordance with Section 10.0

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 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 Director, or their designate. 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 \$150 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 Maintenance 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 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 (<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.utoronto.ca/residences/residence-life>

<https://governingcouncil.utoronto.ca/secretariat/policies/code-student-conduct-december-13-2019>

<https://governingcouncil.utoronto.ca/secretariat/policies/sexual-violence-and-sexual-harassment-policy-december-12-2019>

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; and
- 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. (See section 10.0a for changes to this policy during emergencies or unavoidable events).

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 residence.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.

10.0 EMERGENCIES AND OTHER UNAVOIDABLE EVENTS

An “Emergency” means a health emergency or other unavoidable event which is beyond the reasonable control of the University, which results in a situation in which the University determines in its sole discretion, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication, order or legislation from a public health authority or other authority having jurisdiction, or other information or advice deemed relevant by the University (“Directives”), that a Resident, employees of the University or other persons or invitees, are or may be exposed to imminent danger from a dangerous condition or situation, damage to the Residences, disease, virus or other biological or physical agents that may be detrimental to human health, while in the Residences.

If an Emergency exists, the University may amend, supplement or otherwise enforce any rules or regulations in existence, may impose additional rules and regulations, and may impose restrictions to mitigate or minimize the effects of the Emergency. Without limiting the generality of the foregoing:

- a. during an Emergency, the University shall be entitled to restrict or limit access to Residences to employees of the University only, and/or to prohibit entry by a Resident, visitors or invitees for a reasonable period of time during such event;
- b. notwithstanding that the University may have entered into an Occupancy Agreement with a Resident, the University shall have the right during an Emergency, to terminate such agreements prior to the commencement of the Occupancy Period, in order to comply with Directives or where the University determines that it will not be safe to operate Residences for a Fall and/or Winter Semester, and the University shall have no liability to a Resident as a result of such termination;
- c. the University shall be entitled during an Emergency to close all or any part of the Residences if it determines that it is not safe to continue to operate the Residences or certain parts thereof, in which case a Resident shall vacate the Room they occupy in accordance with the reasonable requirements of the University;
- d. the University shall be entitled, during such time as there is an Emergency to require all Residents to comply with reasonable measures imposed in respect thereof by the University, including health screening, the use of hand washing and other sanitation products directly related to the management of the health threat, attendance at mandatory training sessions, and the use of additional protective clothing by all Residents such as protective barriers, gloves and masks; and

- e. during an Emergency, the University shall also be entitled to specify specific modes of entry and exit from and to the Residences for Residents generally or Residents who may have a heightened risk of either exposure to a health threat or a heightened risk of transfer of unhealthy condition to other Residents, invitees or visitors in the Residences.

Where an Emergency or any other restrictive governmental laws or regulations, fire, damage, or other unavoidable event which is beyond the control of the University, results in the closure of a Residences during the Occupancy Period, the University, in its sole and absolute discretion shall determine what, if, any fees shall be refunded to the Resident, having regard to the length of the closure, the nature of the event causing the closure and such other factors as the University deems appropriate in the circumstances.