

2024 SUMMER HOUSING OCCUPANCY AGREEMENT

This agreement (hereinafter called the "Agreement") contains provisions that create obligations for you and impose financial and/or other responsibilities and/or penalties should you fail to fulfill your obligations. Please read this Agreement carefully before signing.

This Agreement is made on the

Day

Month

Year

Between:

The University of Toronto Mississauga

(hereinafter called the "University")

- and -

Full Name

(hereinafter called the "Resident")

IMPORTANT DATES

Important Dates – Undergraduate (Full Term, 1st Half, and 2nd Half) & ACE Term

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|--|--|---|
| All | Summer Housing Application Opens | Friday, February 16, 2024 |
| Full/1 st /2 nd Half | Personalized Accommodation Request Form Submission Deadline* | Wednesday, March 6, 2024 at 5:00 PM (EST) |
| Full/1 st /2 nd Half | Summer Housing Application Deadline** | Wednesday, March 6, 2024 at 5:00 PM (EST) |
| Full/1 st Half | Summer Housing Full/1 st Half Confirmation Sent via Email | Friday, March 22, 2024 |
| Full/1 st Half | Summer Housing Full/1 st Half Deadline to Accept | Friday, March 29, 2024 |
| 2 nd Half | Summer Housing 2 nd Half Confirmation Sent via Email | Friday, March 22, 2024 |
| 2 nd Half | Summer Housing 2 nd Half Deadline to Accept | Friday, March 29, 2024 |
| Full/1 st Half | Summer Housing Full/1 st Half New Move-In Day | Saturday, May 5, 2024 |
| Full/1 st Half | Summer Housing Full/1 st Half Transfer Period | Friday, May 3 – Wednesday, May 8, 2024 |
| ACE | Summer Housing ACE Application Deadline | Thursday, June 13, 2024 |
| ACE | Summer Housing ACE Confirmation Sent via Email | Friday, June 14, 2024 |
| ACE | Summer Housing Move In Information Sent via Email | Wednesday, June 19, 2024 |
| 1 st Half | Summer Housing 1 st Half Move-Out Day | Monday, June 24, 2024 |
| ACE | Summer Housing ACE Move-In Day | Thursday, June 27, 2024 |
| 2 nd Half | Summer Housing 2 nd Half Move-In Day | Friday, June 28, 2024 |
| Full/2 nd Half | Summer Housing Full/2 nd Half Move-Out Day | Sunday, August 18, 2024 |
| ACE | Summer Housing ACE Move-Out Day | Saturday, August 24, 2024 |
| * Forms will still be accepted after the March 6, 2024 deadline, however, to increase the variety of options available to meet your accessibility request, it is recommended to submit before/on the March 6, 2024 deadline. See section 4.5 for more information. | | |
| **Applications received after March 6, 2024 will be automatically placed on the waiting list | | |

Important Dates – Graduate & Medical (4- and 3-month Terms)

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|-----------------|---|---|
| All | G/M Summer Housing Application Opens | Friday, February 16, 2024 |
| All | G/M Summer Housing Application Deadline** | Wednesday, March 6, 2024 at 5:00 PM (EST) |
| All | Personalized Accommodation Request Form Submission Deadline* | Wednesday, March 6, 2024 at 5:00 PM (EST) |
| Current Tenants | G/M Summer Housing Current Tenant Confirmation Sent via Email | Friday, March 15, 2024 |
| New Applicants | G/M Summer Housing New Applicant Confirmation Sent via Email | Friday, March 22, 2024 |



| | | |
|--|---|-------------------------|
| New Graduate Applicants | Graduate Summer Housing New Applicant Move-In Day | Sunday, May 5, 2024 |
| New Medical Applicants | Medical Summer Housing New Applicant Move-In Day | Tuesday, June 4, 2024 |
| All | G/M Summer Housing Move-Out Day | Sunday, August 18, 2024 |
| * Forms will still be accepted after the March 6, 2024 deadline, however, to increase the variety of options available to meet your accessibility request, it is recommended to submit before/on the March 6, 2024 deadline. See section 4.5 for more information. | | |
| **Applications received after March 6, 2024 will be automatically placed on the waiting list | | |

PERIOD AND TERMS OF OCCUPANCY

1.0 Period & Terms of Occupancy

The University agrees that the Resident may use and occupy both the individual room and designated shared unit facilities assigned pursuant to sections 4.0 to 4.5 of this Agreement (hereinafter called the "premises") during the occupancy dates as outlined in sections 1.1 and 1.2.

1.1 Occupancy Start & End Dates

Category A: Undergraduate, Full Term

After receiving confirmation of residence, applicants are required to accept their offer of residence by Friday, March 29, 2024. If an offer of residence is not accepted, the Resident's application will be canceled; the \$350 application fee is non-refundable and non-transferable. Residents are entitled to occupy their rooms as of Sunday, May 5, 2024. Hereinafter, the first day of occupancy will refer to Sunday, May 5, 2024 for Category A applicants. Residents may check-in beginning at 3:00 p.m. on Sunday, May 5, 2024 or on weekdays beginning Monday, May 6, 2024 between 9:00 a.m. and 6:00 p.m. at the department of Student Housing & Residence Life Residence Services Desk located in Oscar Peterson Hall. If a resident does not pick up their keys and occupy their space by May 13, 2024, it will be assumed the resident is cancelling their space in residence. Please refer to sections 6.0 to 6.3 of this Agreement for additional information regarding cancellations.

The housing period covered by this agreement ends at 12:00 p.m. (noon) on Sunday, August 18, 2024.

Residents are expected to secure alternate accommodation prior to the Occupancy End Date. However short-term accommodations following this period may be made available to Residents with extenuating circumstances (e.g. international students, out of province students) who have received an offer of accommodation from the department of Student Housing & Residence Life for the 2024-2025 academic year.

Category B: Undergraduate, First Half

After receiving confirmation of residence, applicants are required to accept their offer of residence by Friday, March 29, 2024. If an offer of residence is not accepted, the Resident's application will be canceled; the \$350 application fee is non-refundable and non-transferable. Residents are entitled to occupy their rooms as of Sunday, May 5, 2024. Hereinafter, the first day of occupancy will refer to Sunday, May 5, 2024 for Category B applicants. Residents may check-in beginning at 3:00 p.m. on Sunday, May 5, 2024 or on weekdays beginning Monday, May 6, 2024 between 9:00 a.m. and 6:00 p.m. at the department of Student Housing & Residence Life Residence Services Desk located in Oscar Peterson Hall. If a resident does not pick up their keys and occupy their space by May 13, 2024, it will be assumed the resident is cancelling their space in residence. Please refer to sections 6.0 to 6.3 of this Agreement for additional information regarding cancellations.

The housing period covered by this agreement ends at 12:00 p.m. (noon) on Monday, June 24, 2024.

Category C: Undergraduate, Second Half

After receiving confirmation of residence, applicants are required to accept their offer of residence by Friday, March 29, 2024. If an offer of residence is not accepted, the Resident's application will be canceled; the \$350 application fee is non-refundable and non-transferable. Residents are entitled to occupy their rooms as of Friday, June 28, 2024. Hereinafter, the first day of occupancy will refer to Friday, June 28, 2024 for Category C applicants. Residents may check-in between 9:00 a.m. and 6:00 p.m. on Friday, June 28, 2024 at the department of Student Housing & Residence Life Residence Services Desk located in Oscar Peterson Hall. If a resident does not pick up their keys and occupy their space by July 8, 2024, it will be assumed the resident is cancelling their space in residence. Please refer to sections 6.0 to 6.3 of this Agreement for additional information regarding cancellations.



The housing period covered by this agreement ends at 12:00 p.m. (noon) on Sunday, August 18, 2024.

Residents are expected to secure alternate accommodation prior to the Occupancy End Date. However, short term accommodations following this period may be made available to Residents with extenuating circumstances (e.g. international students, out of province students) who have received an offer of accommodation from the department of Student Housing & Residence Life for the 2024-2025 academic year.

Category D: Summer Academic, Culture & English Program (ACE@UTM)

Residents are entitled to occupy their rooms as of Thursday, June 27, 2024. Hereinafter, the first day of occupancy will refer to Thursday, June 27, 2024 for Category D applicants. Residents may check-in between 9:00 a.m. and 12:00 p.m. (Noon) on Thursday, June 27, 2024 or on weekdays beginning Friday, June 28, 2024 between 9:00 a.m. and 6:00 p.m. at the department of Student Housing & Residence Life Residence Services Desk located in Oscar Peterson Hall. Residents that do not arrive by Friday, July 12, 2024 at 9:00 a.m. will forfeit their space in residence; their residence space and application will be cancelled. The application fee is non-refundable and non-transferable.

The housing period covered by this agreement ends at 9:00 a.m. on Saturday, August 24, 2024.

Residents are expected to secure alternate accommodation prior to the Occupancy End Date. However, short term accommodations following this period may be made available to Residents with extenuating circumstances (e.g. international students, out of province students) who have received an offer of accommodation from the department of Student Housing & Residence Life for the 2024-2025 academic year.

Category E: Graduate 4-Month Term

Current residents are entitled to occupy their rooms as of Friday, April 26, 2024 at 12:00 p.m. (noon). New residents are entitled to occupy their rooms as of Sunday, May 5, 2024. Hereinafter, the first day of occupancy will refer to Sunday, May 5, 2024 for Category E applicants. New residents may check-in between 9:00 a.m. and 6:00 p.m. on Sunday, May 5, 2024 at the department of Student Housing & Residence Life Residence Services Desk located in Oscar Peterson Hall.

The housing period covered by this agreement ends at 12:00 p.m. (noon) on Sunday, August 18, 2024.

Residents are expected to secure alternate accommodation prior to the Occupancy End Date. However, short term accommodations following this period may be made available to Residents with extenuating circumstances (e.g. international students, out of province students) who have received an offer of accommodation from the department of Student Housing & Residence Life for the 2024-2025 academic year.

Category F: Medical 3-Month Term

Current residents are entitled to occupy their rooms as of Saturday, June 1, 2024 at 12:00 p.m. (noon). New residents are entitled to occupy their rooms as of Tuesday, June 4, 2024. Hereinafter, the first day of occupancy will refer to Tuesday, June 4, 2024 for Category F applicants. New residents may check-in between 9:00 a.m. and 6:00 p.m. on Tuesday, June 4, 2024 at the department of Student Housing & Residence Life Residence Services Desk located in Oscar Peterson Hall.

The housing period covered by this agreement ends at 12:00 p.m. (noon) on Sunday, August 18, 2024.

Residents are expected to secure alternate accommodation prior to the Occupancy End Date. However, short term accommodations following this period may be made available to Residents with extenuating circumstances (e.g. international students, out of province students) who have received an offer of accommodation from the department of Student Housing & Residence Life for the 2024-2025 academic year.

1.2 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 sections 1.1 and 1.2 of this Agreement.

1.3 Limited to Term of Occupancy

This Agreement is solely for the provision of accommodation for the term stipulated in Sections 1.1 and 1.2, and the Resident expressly agrees that this Agreement and the term of occupation set out herein shall terminate at the date and time set out in Section 1.1. This Agreement should not be expected to be renewed or continue beyond the dates outlined in Section 1.1, and the University makes no representations with respect to any such renewal or continuation of this Agreement. A resident may submit an application for subsequent terms, but such application is not guaranteed on the sole basis of previous occupancy in residence.



1.4 Summer Extension

There is a period of time between the end date of the 2024 Summer Housing Occupancy Agreement and the start date of the 2024-2025 Undergraduate Housing Occupancy Agreement (hereinafter called the "Summer Extension" period) from August 18, 2024 at 12:00 p.m. (noon) and Friday, August 30, 2024 at 9:00 a.m.

Accommodations during this period may be made available to summer residents with a confirmed room or residence offer for the 2024-2025 academic year. A resident will be automatically granted a Summer Extension should they be confirmed a room for the 2024-2025 academic year. Extensions will be considered and determined by Student Housing & Residence Life in its sole and absolute discretion.

Upon approval of a Summer Extension, residents will continue to be subject to the terms outlined in this Agreement for the duration of the break.

During the Summer Extension, no food services, caretaking, or other services above and beyond emergency services will be provided. No overnight guests or social gatherings are permitted; it is 24-hour quiet period for the duration of the Summer Extension.

RESIDENCE APPLICATION & ELIGIBILITY

2.0 Application Eligibility

Only students who are actively enrolled or fully/conditionally accepted into the University may apply for residence. Should an applicant's status with the University change to inactive, denied, or revoked while they are applying for residence, their application will be cancelled, in which case their application fee, being non-refundable and non-transferable, shall be forfeited to the University. The summer residence application opens on February 16, 2024.

2.1 Applicant Categories

Category A, B, C, E & F: University of Toronto Mississauga Full Summer, First Half, and Second Half Terms

Any student enrolled at the University of Toronto may apply. The student must meet all the Resident Status criteria outlined in Section 3.1. Students must complete the University housing application, respond to all deadlines and meet all deposit requirements in order to maintain eligibility as a Category A, B, C, E or F applicant.

Category D: ACE@UTM Applicants

Any student enrolled at the University of Toronto in the Academic, Culture & English Program (ACE@UTM) may apply. Students must complete the University housing application, respond to all deadlines and meet all deposit requirements in order to maintain eligibility as a Category D applicant.

2.2 Applicant Category A/B/C/E/F Admission Criteria

Category A/B/C/E/F applicants as defined in Section 2.1 of this Agreement who are not initially presented an offer of occupancy will be admitted to residence based on a compilation of factors including, but not limited to, the date upon which the completed application was received by the department of Student Housing & Residence Life, gender, academic and discipline history (applies to Category B applicants only). A detailed description of the admission process for Category B students is provided on the Student Housing & Residence Life website (<https://www.utm.utoronto.ca/housing/applying/undergraduate/upper-year-residence>).

ACADEMIC STANDING AND RESIDENT STATUS

3.0 Academic Enrollment and Standing

The Resident acknowledges and agrees that the Resident is entitled to occupy the premises only so long as the Resident is registered in Good Standing (minimum of 1.50 Cumulative Grade Point Average) as defined in the University of Toronto Mississauga Academic Calendar. In the event that the Resident withdraws or is expelled from the University, or is evicted from the premises, the Resident will vacate the premises within twenty-four (24) hours of the date upon which the Resident ceased to hold active student status or the date upon which the Resident was evicted (as the case may be), unless alternate arrangements are approved in writing by the Director of Student Housing & Residence Life or his/her designate(s). The conditions outlined in this clause do not obviate the Resident's responsibilities under this Agreement.



3.1 Resident Status

(i) To remain in residence, all residents must remain in good standing as defined in the University of Toronto Mississauga Academic Calendar with a cumulative grade point average (hereinafter called the "CGPA") of 1.50 or more and be registered as a full-time student with 3.0 credits or more combined over the course of the Fall/Winter sessions.

(ii) For consideration for admission to residence for the 2024 summer term, Category A/B/C/E/F applicants, as defined in section 2.1 of this Agreement, must have achieved a minimum of 3.0 academic credits in the 2023-2024 year (Fall/Winter sessions only). Entry into this Agreement authorizes the Director of Student Housing & Residence Life or his/her designate(s) to verify academic standing for the purpose of determining admission and sustained eligibility for occupancy.

(iii) Students who are on Academic Probation as defined in the University of Toronto Mississauga Academic Calendar, with a CGPA of less than 1.50, will be considered for occupancy on an individual basis. Residence admission and termination decisions for students on academic probation will be made at the discretion of the Director of Student Housing & Residence Life or his/her designate(s).

(iv) Students graduating in the 2024 Spring Convocation may qualify for housing only during the first half of the summer session while they still retain their student status;

(v) New incoming undergraduate students may qualify for housing during the second half of the summer session upon submission of proof confirming enrollment in courses for the upcoming academic year (Fall/Winter sessions);

(vi) Other University full-time program status will be reviewed on a case-by-case basis.

(vii) Residents must pay all outstanding fees and charges from previous years prior to submitting a housing application and application fee for subsequent occupancy. Failure to do so may result in the denial of re-application and automatic forfeiture of the non-refundable application fee.

3.2 University Status

The Resident acknowledge and agrees to be bound by all terms, conditions, rules and regulations stated in this agreement (including section 6.0-6.5) regardless of the University of Toronto's decision to deliver courses in-person or through an online learning environment.

ROOM ASSIGNMENT

4.0 Living Accommodation

The premises consist of the bedroom assigned to the Resident, together with fair use and responsibility of the shared unit facilities (hereinafter called the "Shared Unit Facilities"). Shared Unit Facilities include, but are not necessarily limited to, the kitchen(ette), bathroom, and living space.

4.1 Room Assignment

Residents are assigned to a room by Student Housing & Residence Life in its sole and absolute discretion. Residents are assigned to roommates of the same gender, unless they have indicated on their application that they approve of being placed in a mixed gender unit. Indicating interest in a mixed gender unit does not guarantee placement in such a unit.

(i) Category A, B, & C Room Assignment

During the application process, Category A, B, & C applicants will be able to identify roommate preferences. Category A, B, & C Residents are assigned to a room in Roy Ivor Hall or Erindale Hall (if needed).

Applicants will have the opportunity to indicate if they are interested in living in a same or mixed gender unit as well as submit any personalized accommodation requests during the application process. It is recommended that the applicant submit their personalized accommodation request by the application deadline to better ensure that every effort is made to accommodate.

(ii) Category D Room Assignment

During the application process, Category D applicants will not be able to indicate building or roommate preferences. Category D Residents are assigned to a room in Erindale Hall.



Applicants will have the opportunity to indicate if they are interested in living in a same or mixed gender unit as well as submit any personalized accommodation requests during the application process. It is recommended that the applicant submit their personalized accommodation request by the application deadline to better ensure that every effort is made to accommodate.

(ii) Category E & F Room Assignment

During the application process, Category E & F applicants will be able to indicate room or roommate preferences. Category E & F Residents are assigned to either Small or Large Bachelors in Schreiberwood. While room preferences are taken in to account, room type cannot be guaranteed.

Applicants will have the opportunity to indicate if they are interested in living in a same or mixed gender unit as well as submit any personalized accommodation requests during the application process. It is recommended that the applicant submit their personalized accommodation request by the application deadline to better ensure that every effort is made to accommodate.

4.2 Gender Inclusive Arrangements

Diversity is an important part of the cultural landscape at the University, and Student Housing & Residence Life considers gender diversity to be an important aspect of this. Student Housing and Residence Life believes that students have a right to live in a housing arrangement that is inclusive of their gender identity. In the interest of creating an equitable and inclusive community, the department of Student Housing & Residence Life is happy to offer mixed-gender housing options for students. Mixed-gender housing is available for all students, including those who feel that their gender identity or gender expression is not represented in the traditional male and female housing arrangements that are typical of most campuses.

In the residence application, all students have the option to select their gender – but are not required to. Students also have the option to select a Same-Gender Housing arrangement or a Mixed-Gender Housing arrangement.

Same-Gender Housing arrangements will include 1-3 roommates who also select same gender.

Mixed-Gender Housing arrangements could include 1-3 roommates of any gender.

Mixed-Gender housing may not be guaranteed and the placing of residents in Mixed-Gender housing is up to the discretion of Student Housing & Residence Life. However, if mixed-gender housing is a needs-based accommodation or if you would simply like to initiate a conversation with a residence staff member regarding what you see as your gender-specific housing needs, please contact us at resdesk.utm@utoronto.ca.

4.3 Reassignment

Residents may be reassigned at any time if, in the sole opinion of Student Housing & Residence Life, a room reassignment is necessary. The Resident agrees to accept the University's prerogative/responsibility to relocate the Resident to an alternative room as deemed necessary due to factors that may include, but are not limited to, roommate/suitemate withdrawal or incompatibility, emergency situations, threats to personal safety, construction, repairs, unplanned business disruption, Acts of God, or to maximize occupancy.

Residents must be prepared to welcome a new person to their room or unit or be relocated to another room any time a vacancy exists. When a vacancy exists that cannot be filled, the empty room will be locked and no access is permitted.

4.4 Room Switch

A resident must receive prior written permission from Student Housing & Residence Life to switch rooms. A meeting must be booked with the Occupancy & Admissions Coordinator in order to request a room change. Student Housing & Residence Life has the authority to grant or deny such a request at its sole and absolute discretion, and is not obligated to give any reason or explanation for granting or denying such a request. Any resident who changes to another room is subject to a \$250.00 room switch fee in order to cover cleaning and administrative costs and may be required to pay additional Residence Fees (as defined below) in the event that the resident relocates to a room with higher Residence Fees (as defined below).

4.5 Subletting Not Permitted

The Resident agrees that they:

(i) Will not use the premises, or permit them to be used, for anything other than as residential accommodation for one person; and/or



(ii) Will not permit the premises to be occupied for any duration (except as may be expressly permitted herein) by any person or persons other than the registered occupant with the department of Student Housing & Residence Life or as otherwise authorized by the University; nor will the Resident sublet the premises or any part thereof. Advertising residence spaces on short-stay websites (such as AirBnB), flyers, or by any other means is strictly prohibited. The Resident agrees and acknowledges that, if the Resident is discovered to be permitting occupancy of the premises in a manner that is contrary to this section 4.5, the Resident will be evicted from the premises forthwith.

4.6 Accessible Needs in Residence

Students with an accessibility need who may require a physical modification to a room, or a specific room style placement, must complete a personalized accommodation request in the StarRez application. This form will help us understand the resident's specific needs, in the interest of providing appropriate accommodations. The provision of all reasonable accommodations and services is assessed based on the current impact of the accessibility need on residence living.

The recommended deadline to submit a personalized accommodation request corresponds to the applicable application deadline. The Summer application deadline is March 6, 2024. Forms will still be accepted after the application deadlines, however, to increase the variety of options available to meet your accessibility request, it is recommended to submit on or before the applicable deadline.

WAITLIST ASSIGNMENT

5.0 Waitlist Assignment

Applicants are assigned to the waitlist by Student Housing & Residence Life once all available units have been filled. For a detailed outline of the Waitlist Procedure, please visit our Student Housing & Residence Life webpage (<http://utm.utoronto.ca/housing/applying/undergraduate/wait-list-process>).

Waitlist applicants will be notified through e-mail when a room becomes available and will be required to respond within two (2) business days. If Student Housing & Residence Life does not receive a response within that time frame, the next student on the waitlist will be contacted. The applicant's non-refundable application fee and space on the waitlist will be forfeited.

The waitlist will remain active throughout the academic year. It is an applicant's responsibility to keep their contact information up to date in ACORN.

If an applicant is offered a room in residence and declines that offer, the application will be cancelled and the applicant's application fee shall be forfeited to the University.

5.1 Cancelling from Waitlist

(i) If any applicant wishes to cancel their application **before** an offer of occupancy is made, the Resident must submit a request in writing using the Cancellation/Withdrawal Form found on the StarRez website, <http://residence.utoronto.ca/> to the department of Student Housing & Residence Life; application fees are non-refundable and non-transferable;

(ii) An applicant who does not cancel their application prior to an offer of occupancy being made, who declines their offer, or who does not decline an offer of occupancy (no response), will have their non-refundable application fee and space on the waitlist forfeited;

(iii) If any applicant on the waitlist does not receive an offer of occupancy before August 1, 2024 all fees paid will be refunded in full upon request.

CANCELLATION, WITHDRAWAL OR TERMINATION OF OCCUPANCY

6.0 Cancellation Prior to Occupancy

If the Resident wishes to cancel this Agreement at least thirty (30) days before the first date of occupancy, the Resident must submit a request in writing using the Cancellation/Withdrawal Form found on the StarRez website, <http://residence.utoronto.ca/>, to the department of Student Housing & Residence Life. Upon receipt of the Cancellation/Withdrawal Form, the Resident's assigned space is returned to the pool of available spaces for re-assignment and the Resident's application fee shall be forfeited to the University.

6.1 Early Withdrawal from Occupancy by Resident



Should the Resident voluntarily withdraw from residence within thirty (30) days prior to the occupancy start date, or during their occupancy, the Resident must submit a request in writing using the Cancellation/Withdrawal Form found on the StarRez website, <http://residence.utoronto.ca/>, to the department of Student Housing & Residence Life at least two (2) weeks (10 business days) prior to the desired date of withdrawal. By submitting a cancellation, the Resident is intending to leave and therefore will be expected to abide by all check-out procedures. Upon receipt of the subsequent Check Out Form, completed by a Residence Student Staff member the Resident's assigned space is returned to the pool of available spaces for re-assignment; application fees are non-refundable and non-transferable.

6.2 Continuing Liability After Withdrawal

Should the Resident voluntarily withdraw from residence within thirty (30) days of the first day of occupancy, or during their occupancy, the actual date of Agreement termination will be defined as the date on which a new suitable occupant has been secured by the department of Student Housing & Residence Life to fill the vacancy for the remainder of the term specified in section 1.2 of this Agreement. **Until such time, the Resident shall continue to remain liable on all of the terms, conditions and covenants contained in the Agreement, including, but not limited to, the obligation to pay the entire housing fees as set out in section 7.5 of this Agreement as well as all other sums of money that are required to be paid under the terms of this Agreement (hereinafter collectively called the "Housing Fees" or the "Residence Fees").**

Without limiting the generality of the foregoing, should the Resident voluntarily withdraw from residence within thirty (30) days of the first day of occupancy, or during their occupancy, the Resident's application fee shall be forfeited to the University.

Please note that students who receive an offer after the first day of occupancy will be subject to Section 6.2 of this agreement upon accepting their offer of residence.

If the Resident is released from financial responsibility, refund amounts will be calculated based on the Refund Schedule found on the Student Housing & Residence Life website (<http://utm.utoronto.ca/housing/apply-now/fees-contracts>).

6.3 Abandonment of Unit

The Resident acknowledges that the premises may be deemed abandoned where the Resident has, in the opinion of Student Housing & Residence Life, vacated the premises and failed to respond to a Notice of Abandonment sent by Student Housing & Residence Life within ten (10) business days of the Notice of Abandonment being posted on the entry door to the premises. Abandonment is grounds for termination of this Agreement and the Resident's rights hereunder by Student Housing & Residence Life.

6.4 Termination of Occupancy and Resident Eviction

In the circumstance where the Resident breaches any of the provisions, rules or regulations contained in, or incorporated as part of this Agreement, and/or any other rules or regulations that are put into place by the University from time to time, the University reserves the right to terminate the Agreement immediately upon written notice to the Resident. In the event that the Agreement is terminated as aforesaid, the Resident shall not be entitled to a refund of remitted Residence Fees.

6.5 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 by the Resident after the end of the term specified in section 1.2 of this Agreement, the date of early withdrawal by the Resident, or the date of termination of the Resident's occupancy by Student Housing & Residence Life. This includes items confiscated and temporarily held by Student Housing & Residence Life. Student Housing & Residence Life and the University are 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.

RESIDENCE FEES

7.0 Total Fees

The Resident agrees to pay to the University the Housing Fees described in the section 7.5 Housing Fees Schedule.

7.1 Application Fee and Payment Deadlines



As part of the online housing application process, a \$350.00 non-refundable application fee is to be paid through the department's online payment system (Moneris) by no later than the applicable application deadline. Upon taking occupancy, this application fee will be credited towards the Resident's total Housing Fees balance.

The remaining Housing Fees are applied to the ACORN account. Residents will receive notification a week prior to fees being posted. For information on how to make a payment please visit <https://studentaccount.utoronto.ca/>. In order to maintain a good standing, Residents should submit payment as soon as possible once fees are posted. For more information on service charges, please visit <https://studentaccount.utoronto.ca/>

7.2 Failure to Pay and Delinquent Accounts

The Resident will pay interest on any overdue payments based on the ACORN policies as follows:

- All fees and charges posted to the Resident's account are payable by the due date indicated;
- If not paid in full, any outstanding account balance is subject to a monthly service charge of 1.5% compounded (19.56% per annum); please refer to the <http://www.fees.utoronto.ca/> for rate changes; and
- Outstanding charges on the Resident's account from prior sessions are subject to a service charge as of the 15th of every month until paid in full.

Failure to pay Housing Fees may result in the denial of University privileges including access to the premises, access to transcripts and records of attendance, and the opportunity to register for classes. Delinquent accounts may also be sent to a collection agency for reconciliation.

Non-sufficient fund (hereinafter called "NSF") payments for application fees or other Housing Fees will be charged back to the debtor with an NSF charge of \$75.00 per NSF cheque. The University reserves the right to require payment by money order or certified cheque.

7.3 Non-Reduction of Fees

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

7.4 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 switch fees, maintenance and cleaning fees, and repair and replacement charges. These fees and charges are charged to a student's ACORN account and are subject to section 7.2 of this Agreement.

7.5 Housing Fee Schedule

Please visit the University of Toronto Mississauga Hospitality & Retail Services department website for detailed information and meal plan polices, including payment procedures at: <http://www.utm.utoronto.ca/hospitality/>.

Housing Fees are displayed below according to residence community/room style.

| 2024 Summer | | | |
|--|-------------------------------|-------------------------------------|-------------------------------------|
| COMMUNITY | ROOM STYLE | TERM | TOTAL FEES* |
| Erindale Hall | Apartment Style - Single Room | ACE | \$2,177.27 |
| Erindale Hall | Apartment Style - Single Room | Undergraduate, 1st Half Term | \$2,415.39 |
| | | Undergraduate, 2nd Half Term | \$2,177.27 |
| | | Undergraduate, Full Summer Term | \$4,314.25 |
| Roy Ivor Hall | Apartment Style | Undergraduate, 1st Half Term | \$2,438.36 |
| | | Undergraduate, 2nd Half Term | \$2,198.11 |
| | | Undergraduate, Full Summer Term | \$4,356.12 |
| Schreiberwood | Small Bachelor | Graduate Full Summer Term | \$5,315.75 |
| | Large Bachelor | Graduate Full Summer Term | \$5,587.13 |
| Schreiberwood | Small Bachelor | Medical Full Summer Term (3 months) | \$3,986.82 |
| | Large Bachelor | Medical Full Summer Term (3 months) | \$4,190.35 |
| 2025 Summer Fees will be posted in February 2025 | | | *Less \$350.00 Application Fee Paid |



FACILITIES

8.0 Responsibility for Resident's Room

The Resident agrees to pay for all missing items, damages, or cleaning caused to the premises by the Resident or guest(s) during the term of this Agreement.

8.1 Responsibility for Shared Unit Facilities

All residents occupying a room or unit are jointly and severally responsible for items missing from, cleaning to, or damages caused to, the Shared Unit Facilities within the room or unit, which include, but are not necessarily limited to, the kitchen(ette), bathroom, and living space.

8.2 Responsibility for Common Areas

All residents are jointly and severally responsible for items missing from, cleaning to, or damages caused to, the areas accessible by all residents, which include, but are not necessarily limited to, lounges, stairwells, kitchens, laundry rooms, and hallways (hereinafter called the "Common Areas"). Student Housing & Residence Life may, in its sole and absolute discretion, assign liability for missing items, cleaning, or damages caused to the Common Areas to residents occupying specific rooms, floors, or buildings.

8.3 Entry

The University, its employees, contractors, and/or agents, may enter the premises for any reason that the University may, in its sole and absolute discretion, deem to be necessary, including, but not limited to, the following circumstances: (i) cases of emergency; (ii) suspicion or knowledge of unlawful activity; (iii) violation of residence policy; (iv) to view the state of repair of the premises; and/or (v) to undertake such repairs, alterations, or maintenance as the University may deem advisable or as the University may be required to make by law.

Except in the case of emergency or suspicion or knowledge of unlawful activity, any such entry shall be made between the hours of 8:00 a.m. and 8:00 p.m. Every effort will be made to provide the Resident with 24 hours notice prior to entry. The Resident acknowledges that the University will inspect the premises, at minimum, once during each term.

The Resident acknowledges and agrees that Student Housing & Residence Life or other emergency or police personnel may enter any room in the residence (including, but not limited to, the premises) without notice where there exists reasonable grounds to believe that there is an emergency situation or evidence of criminal activity within the room.

8.4 Room Condition & Size

While every effort will be made to address maintenance issues in a timely manner, adjustments to Residence Fees will not be made based on room condition, size, or the furnishings provided. The Resident agrees to leave the premises at the end of the Agreement in the same or better condition as when the Resident took possession and in a clean and broom-swept condition.

8.5 Residence Check-In/Out

Residents must complete a check-in with their Don by the deadline outlined during their first mandatory community meeting. In the event that the Resident fails to complete the check-in, the premises shall be deemed to be in a state of immaculate condition. The online form is kept on file by Student Housing & Residence Life for the purpose of comparison to the check-out inspection at the end of the Resident's term. Any changes to the physical condition of the premises or residence property that are deemed to have resulted from unacceptable use by the Resident will lead to additional charges and will be billed as per section 7.4 of this Agreement.

8.6 Pass Along Facilities Concerns Promptly

The Resident agrees to notify the department of Student Housing & Residence Life immediately of any damage to the premises during the period of the Agreement using the online work order program at <http://residence.utoronto.ca/>. Failure to do so may result in associated costs for repair and replacement to be charged to the Resident as per section 7.4 of this Agreement.

8.7 Removing Items From Room

All furniture, appliances, and equipment found in the premises at the commencement of the Resident's occupancy must remain in the premises for the entire term as specified in sections 1.1 to 1.2 of this Agreement or the Resident is subject to subsequent charges as per section 7.4 of this Agreement.



8.8 Cleanliness & Monthly Unit Checks

Residents are responsible for maintaining their room in a clean and orderly state. Residents must further ensure that their rooms are left in a clean and orderly state and free from all refuse upon vacating the room or the Resident is subject to cleaning charges as per section 7.4 of this Agreement. Residents are also required to participate in monthly room checks as outlined in the Residence Handbook.

8.9 Alterations, Additions and Changes

The Resident agrees to not make any alterations or additions, or change in any way to the premises. It is acknowledged that, like many buildings constructed prior to the mid-1980s, including Schreiberwood, McLuhan Court, Putnam Place, Leacock Lane, and MaGrath Valley townhouse residences, have building materials that do or are likely to contain asbestos in the joint compound used to smooth seams between wallboards and to fill holes before painting and sealing them, and also in vinyl floor tile installed during that period. Accordingly, in order to ensure that the materials remain safely encapsulated in non-friable form, drilling, nailing or screwing into the walls, ceilings or floors is prohibited. The University 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 the Resident's guests or invitees as a result of any asbestos. Detailed information concerning the foregoing is readily available in the department of Student Housing & Residence Life.

The University is not responsible or liable for any kind of injury, damage or loss whatsoever, howsoever same is caused to or incurred by the Resident, his or her guests or invitees while in or about the residence building or the University campus, including any contact with any asbestos-containing building materials.

8.10 Renovations and Construction

The University and Student Housing & Residence Life are continually engaged in construction and renovation projects for our university community and residence buildings. If needed, you will receive additional communication from Student Housing & Residence Life or from campus facilities about projects impacting students, faculty, and staff. Student Housing & Residence Life is not responsible for construction noise or disruptions associated with the construction sites.

8.11 Pest Control Policy

Failure to notify or take immediate action regarding maintenance and pest control issues on University property may result in the Resident being charged for damages, repairs, and services. The Resident agrees to follow all University directives in order to eradicate pests, including bed bugs. This may include room preparation, clothes laundering, and leaving the premises for a period of time. Should any damage occur as a result of the Resident not following these directives the cost is to be paid by the Resident. The Resident will not be relocated as this may result in pests being carried to a new room. The Resident will, in any event, receive no refund or reduction of Residence Fees.

RESIDENT CONDUCT AND COMMUNITY STANDARDS

9.0 Documents Governing Conditions, Guidelines & Policies

The Resident is bound by the policies and procedures outlined in the Residence Handbook at www.utm.utoronto.ca/housing (Current Residents - Policies and Handbooks). These policies and procedures apply to the Resident's occupancy on campus and during sponsored residence events and activities. The Resident also agrees to abide by all other applicable University and department policies and all municipal, provincial, and federal laws.

9.1 Support and Prevent Breaches to the Standards

Each resident agrees that they will not directly or indirectly cause, or fail to take reasonable steps to prevent a breach of the policies outlined in the Student Residence Handbook either in person or virtually via the internet including social media.

9.2 Act Safe and Responsible

Every resident agrees that they will act in a responsible manner as not to compromise his or her own safety or endanger the health and safety of others either in person or virtually via the internet, including social media. Student Housing & Residence Life reserves the right to determine what constitutes unsafe practices and the appropriate sanctions for residents engaging in such practices.

Individual residents have a right to manage their own health and wellness. Residents must ensure that issues related to mental or physical health do not endanger safety and security to themselves or to others within the residence community. Mental or physical health activities deemed harmful, as determined by the University, may result in disciplinary, behavioural or educational sanctions for resident misconduct, including possible eviction from the premises. Residents that are found to



require more support than can be reasonably provided by the University may be requested to vacate the premises to focus on their own health and wellbeing until it can be determined that they can participate meaningfully in the residence community.

The University reserves the right to assign individual and/or community financial, disciplinary or educational sanctions for resident misconduct, as determined by Federal, Provincial, and Municipal Laws and Regulations, the University of Toronto Code of Student Conduct, the Residence Community Standards, and any other University policy applicable in the circumstances. Further detailed information on the Residence Community Standards and Appeals Policy can be accessed online in the Student Housing & Residence Life Handbooks at www.utm.utoronto.ca/housing (Current Residents - Policies & Handbooks) and the University of Toronto Code of Student Conduct can be found online at: <http://www.governingcouncil.utoronto.ca/policies/studentc.htm>

9.3 Notifying Emergency Contact

The Resident acknowledges that by signing this Agreement the Resident authorizes Student Housing & Residence Life to contact the Resident's emergency contact in the event of an emergency situation, regardless of the age of the Resident, and as determined in the sole and absolute discretion of Student Housing & Residence Life.

9.4 Guest Privileges

The Resident shall be fully and completely responsible for the actions of their guests. Overnight guests may be permitted on an occasional basis, provided (i) the permission of any suite/roommate is obtained in advance; (ii) no complaints have been made previously regarding the conduct of the guest; and (iii) the guest does not leave any of their possessions in the premises or remain in residence for more than three (3) days. The Resident acknowledges that the Resident's guest privileges may be revoked if, in the opinion of Student Housing & Residence Life, the Resident abuses such privileges through excessive use or inappropriate behavior. Guest limits may be tightened for specific periods to facilitate the management of the community (e.g. orientation week, reading weeks, exam periods, etc.). Student Housing & Residence Life will provide notice of these periods no less than 24 hours in advance of these time frames. No overnight guests are permitted during the first two weeks of the fall semester.

9.5 Commercial Activity Prohibited

Residents are not permitted to engage in any commercial activity on the premises without written permission from Student Housing & Residence Life, which permission may be unreasonably or arbitrarily withheld.

9.6 Observe and Record Behaviour

Student Housing & Residence Life reserves the right to observe and record the Resident's behavior for the purpose of ensuring the safety of the Resident, the community and that all applicable policies are followed.

9.7 Discrimination and Harassment

(i) While recognizing the importance of free inquiry and open discussion of all issues, the University's commitment to developing, maintaining and safeguarding a residence atmosphere free from discriminatory harassment means that words, symbols and/or actions, which make the educational and social environment at the University hostile, insulting, threatening or unwelcoming for a person because of his or her citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed (religion), sex, pregnancy, gender identity, gender expression, family status, marital status, sexual orientation, or receipt of public assistance, will not be tolerated.

(ii) The University accepts its responsibility to promote actively, through educational experiences, the values of inclusion and diversity essential to the free exchange of ideas and a productive learning environment. Further, the University will pursue remedies and apply sanctions as necessary in response to violations of this rule concerning discriminatory harassment.

(iii) Any assaulting or violent conduct, physical threats, or intimidation, deliberate destruction and/or removal of property, such as vandalism or theft, may result in eviction from residence.

RESIDENT AGREEMENTS

10.0 Resident Agreements

The Resident contracts with the University that they:



(i) Will observe and abide by the residence Housing Policies (as per section 9.0 of this Agreement), administrative procedures and regulations as outlined in this Agreement and in the Residence Community Standards, and all such variations, modifications and additions to such rules and regulations as the University may make from time to time whether before or after the date of this Agreement. Updates will be posted online at: <http://www.utm.utoronto.ca/housing>. The Resident agrees that such rules and regulations form part of this Agreement and are binding on the parties as if they were incorporated herein. The Resident further agrees that their guests will duly observe all such rules and regulations, that the Resident will be present with their guests at all times and that the Resident will be held accountable for any breach of the rules or regulations by their guests.

(ii) Will conduct themselves, and require other persons in the premises with their consent to conduct themselves, in a manner that will not cause a disturbance or nuisance or interfere with the occupancy or peaceful enjoyment of the residence by other residents or their permitted guests. The Resident will be responsible for the actions of, and/or the damage caused by the willful or negligent acts of, the Resident or of any person whom they permit in the premises or in the residence. The Resident will assume their share of collective responsibility for damages, which may occur to common areas within the house/floor in which they reside, if such damage cannot be assessed to specific individuals.

(iii) Will accept the jurisdiction of the Director of Student Housing & Residence Life and that of properly established residence and University governing and disciplinary bodies. The Resident agrees to abide by applicable University policy, including, but not limited to, the University of Toronto Mississauga Residence Community Standards, The University of Toronto Code of Student Conduct, and to comply with the directives of University staff, such as the Director and/or his/her designates, and Campus Police when issued in the performance of their duties.

(iv) Will comply with all by-laws of the City of Mississauga and other lawful authorities affecting the premises or occupancy thereof, including all Provincial liquor laws, and Federal laws prohibiting the possession, or use, or sale of drugs. Suspicion or violation of drug law anywhere on University property may result in the Resident's immediate eviction from the premises without further warning and other legal action as the University may consider appropriate in the circumstances.

(v) Will provide the University with contact information for the Resident's parent(s)/guardian(s) or next of kin, which information will be used to contact the Resident's parent(s)/guardian(s) or next of kin (as the case may be) in case of emergency or in cases where Resident behaviour is deemed to be a threat to the safety, security and/or wellbeing of the Resident or other community members, or where the Resident is otherwise incapacitated, regardless of the Resident's age, and the Resident will not make any objection to or seek to hold the University liable whatsoever for such contacting of the Resident's parent(s)/guardian(s) or next of kin (as the case may be).

(vi) Will indemnify the University from all liabilities for which the University will or may become liable by reason of any breach by the Resident of any term or provision of this Agreement, or by reason of a death or injury or damage resulting from or suffered by any person or any property by reason of the act or omission, neglect or default of the Resident or their family or guests.

COMMUNICATION AND REZNET

11.0 Communication

Communications from the department of Student Housing & Residence Life will only be sent to the student's active email account as registered on ACORN as of the Resident's occupancy start date. Once the resident activates their UTORid with the university, the residents active email address will be converted to their UToronto email for all communications. Official communications will only be delivered via utoronto email or through StarRez or eRezLife portals.

11.1 E-mail

The Resident is required to have an active email address updated in their student profile on ACORN for all University communications. If the Resident chooses to use an electronic mail service provider address other than the University-issued email account, the Resident remains responsible for ensuring that all University electronic message communication sent is received and read.

11.2 Release of Roommate Information

The Resident will allow the University and its employees to release the Resident's name and email contact information to the Resident's assigned roommate(s) prior to the occupancy start date. Residents are strongly advised against sharing personal information, such as room numbers, through email and social networking sites.



11.3 Release of Personal Information

Personal information about residents will not be released to persons outside the University administration, including parents, guardians, designates, family members or friends, without the written consent of the Resident, unless permitted or required by law, or as otherwise permitted by this Agreement.

11.4 RezNET Terms of Use

The Resident will comply with the University of Toronto Mississauga Internet Access Agreement as detailed online at <http://www.utm.utoronto.ca/iits>

11.5 RezNET Campus Emergency Notification System

The Resident is required to install the mandatory University of Toronto emergency alert system software (<http://alert.utoronto.ca/>) upon occupancy of the premises.

EMERGENCIES AND OTHER UNAVOIDABLE EVENTS

12.0 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:

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:

(i.) 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;

(ii.) 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;

(iii.) 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;

(iv.) 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

(v.) 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.

GENERAL

13.0 Providing Notice to Residents

Any notice required to be given to the Resident hereunder shall be deemed to have been properly delivered by delivery of such notice to the Resident's mailbox, utoronto.ca mailbox or email or by way of posting such notice on the entry door to the Resident's room.

13.1 Providing Notice to Student Housing & Residence Life

Any notice required to be given to Student Housing & Residence Life hereunder shall be deemed to have been properly delivered by personal delivery of such notice to the below address and upon receipt number assigned by the Residence Services Desk:

UTM Student Housing & Residence Life
Oscar Peterson Hall, Suite 120
3359 Mississauga Road
Mississauga, Ontario
L5L 1C6
Canada

13.2 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 way connected with the Resident's use or occupation of the premises or Common Areas, or any other part or parts of the residence.

13.3 Personal Property

The University will not be liable for loss, or damage to, or theft of personal belongings in or about the premises or the residence. **All residents are advised to carry adequate personal insurance to cover loss or damage to their belongings.**

13.4 Injury, Theft and Damage to/on the Premises

University is not responsible for any kind of injury, damage or loss whatsoever, howsoever same is caused to or incurred by the Resident, his or her guests or invitees while in or about the residence building or the University campus.

13.5 Force Majeure

To the extent that the University is unable to fulfill, or is delayed or restricted in fulfilling, its obligations under this Agreement by any cause beyond its control, the University shall be relieved from the fulfillment 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 pandemic, including COVID-19; the ongoing response to COVID-19 by any and all levels of government, 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.

13.6 Cannot Care for Ill Students

Student Housing & Residence Life does not have the facilities, resources, or expertise to deal with Residents that become ill or sick. Should a resident suspect that they have become ill or sick the Resident is responsible for caring for themselves or finding the appropriate health service provider to assist the Resident.

13.7 Residence Appeals Policy



Residents wishing to appeal a fine, charge or disciplinary sanction must submit the Appeal Form through StarRez or by submitting our form found on our website (<https://www.utm.utoronto.ca/housing/current-residents/forms-documents>) to the Department of Student Housing & Residence Life within thirty (30) days of the dated document.

The Appeal Form can be found on StarRez (<https://residence.utoronto.ca>) or through our website (<https://www.utm.utoronto.ca/housing/current-residents/forms-documents>). Residents are advised to pay their Residence 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 service charges incurred.

Decisions by Student Housing & Residence Life and/or by the University, other than those relating to the imposition of a fine, charge or disciplinary sanction, are not appealable.

13.8 Changes to Agreement

The Resident agrees that changes may not be made to the terms of this Agreement without the prior written permission of Student Housing & Residence Life.

13.9 Condonation of Breach Not a Waiver

Any excusing, condoning, or overlooking by the University of any default, breach or non-observance by the Resident, of any condition or regulation of this Agreement will not operate as a waiver of the University's rights under this Agreement in respect of subsequent defaults, breaches or non-observances of terms of this Agreement.

13.10 Assignment

This Agreement cannot be assigned to another student without the prior written consent of Student Housing & Residence Life, which consent may be arbitrarily or unreasonably withheld.

13.11 Headings

Headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision of it.

13.12 Gender/Plural

Words used herein in the singular number include the plural and vice versa. Words importing the neuter, masculine or feminine gender include the other genders.

13.13 Severability

In the event that any portion of this Agreement is found to be unenforceable, that provision shall be deemed deleted from this Agreement and the remainder of the Agreement shall continue in full force and effect.

13.14 Entire Agreement

The Resident agrees that this Agreement includes the Residence Handbook and any Appendices attached hereto and referred to in this Agreement, and that this Agreement supersedes and takes the place of any and all previous Agreement and representations of any kind, written or verbal, made previously. To the extent that there is any discrepancy between matters dealt both in this Agreement and any other University publication or agreement, the provisions of this Agreement shall prevail.

13.15 Time is of the Essence

Time is of the essence. It is essential that you deal with your obligations as a resident or in a situation in accordance with any assigned deadlines, particularly which affect your academic performance or standing in residence. Unresolved problems generally get worse and, in some cases, additional penalties, late fees or other remedies may result from the delay.

13.16 Application of the Residential Tenancies Act

The Resident hereby acknowledges that the occupation of an undergraduate room in residence (including, but not limited to, the premises) is not governed by or subject to the provisions of the *Residential Tenancies Act*, 2006, S.O. 2006, c.17 (the "RTA"), and that this Agreement, and the Resident's relationship with the University, are exempt from the RTA by virtue of subsection 5(g) of the RTA.

13.17 Questions to be Addressed before Signing

Each resident is responsible for seeking out clarification of any information that they do not understand in the Agreement and Residence Handbook before they sign the Agreement. Questions may be directed to the Student Housing & Residence Life. The Resident acknowledges and agrees that they have 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 signing this Agreement, they did so voluntarily without any undue pressure.

13.18 Notifying Student Housing & Residence Life of Unforeseen Circumstances

The Resident is responsible for informing, in writing, Student Housing & Residence Life should any unforeseen events or circumstances prevent the Resident from meeting any part of this Agreement.

13.19 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 parent 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.

13.20 Residents Between Ages 16 and 18

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

13.21 Information Sharing with Elections Officials

In the event a federal, provincial, or municipal election is called while the Resident will be living in residence, the Resident's applicable personal information will be provided to Elections officials in order to establish an accurate voter's list.

13.22 Photo Release Waiver

The resident hereby grants the University of Toronto Mississauga the permission to use photographs or videotapes taken of the Resident in or about the Residence to reproduce, use, exhibit, display, broadcast and distribute photographed or electronic images and/or audio-video recordings of your voice taken during official residence programming or events for use in connection with the activities of the University of Toronto Mississauga or for promoting, publicizing or explaining U of T Mississauga or its activities. This permission includes, without limitation, the right to publish such images in U of T-related publications, the alumni magazine, and PR/promotional materials such as marketing admissions publications, advertisements, fundraising materials and any other University-related publication. These images may appear in any of the wide variety of formats and media now available to the University and that may be available in the future, including but not limited to print, broadcast, videotape, CD-ROM, and electronic/online media. You will not be paid to appear in the photograph(s), electronic image(s) and/or audio-visual broadcast(s) and will not receive any fees for their use now and in the future. If the Resident does not grant the right to record or transfer images of their person, the Resident must contact UTM Student Housing & Residence Life in writing BEFORE signing.

13.23 UofT COVID-19 Vaccination Policy

Please carefully review the [University of Toronto's Vaccination Guideline](#) (Guideline). UTM Student Housing & Residence Life will be following the University of Toronto's Vaccination Guideline. The Guideline may be amended and/or the University may implement new measures arising from COVID-19 from time to time. You will be provided with further instruction on COVID-19 measures from time to time.

More information on the University's COVID-19 vaccination requirements, please refer to the [University's Response to COVID-19 page](#) or the [Office of the Vice-Provost, Students website](#).

By accepting this residence offer, you acknowledge that you have read and understand the Guideline and agree to comply with the Guideline and any amendments made to align with evolving public health guidance. The possible consequences for non-compliance with the Guideline may include, at the University's sole discretion: termination of your University occupancy agreement, prohibition from attending University premises, and, if applicable, ineligibility to enroll in courses, and de-enrollment from courses.

13.24 Online Acceptance of Agreement

This Agreement may be executed by way of electronic or written signature and may be sent in electronic format (PDF or otherwise) and delivered by electronic transmission. It is agreed that a copy signed by way of electronic signature or sent by electronic transmission in an electronic format is as binding upon the Resident as a signed copy of this Agreement with original signatures. There is no necessity to deliver a copy of this Agreement with the original signature of the Resident.



For greater certainty, a copy of this Agreement signed in electronic format (PDF or otherwise) shall be deemed to be an original.

By signing this Agreement and/or by submitting an online application through the residence application portal, the Resident agrees and acknowledges that they have read and understands the terms and conditions of this Agreement and the Residence Handbook and agrees to be bound by the terms and conditions contained in this Agreement and the Residence Handbook. Should the Resident be under 16 years of age, a signature must be provided by their parent or guardian.

"The University of Toronto respects your privacy. The information on this form is collected pursuant to section 2(14) of the University of Toronto Act, 1971. It is collected for the purpose of administering admission, registration, academic programs, university-related student activities, activities of student societies, financial assistance and awards, graduation and university advancement, and for the purpose of statistical reporting to government agencies. At all times it will be protected in accordance with the Freedom of Information and Protection of Privacy Act. If you have questions, please refer to www.utoronto.ca/privacy or contact the University Freedom of Information and Protection of Privacy Office at 416-946-7303, McMurrich Building, room 201, 12 Queen's Park Crescent West, Toronto, ON, M5S 1A8."

Please Read Carefully and Sign Accordingly (If under 16 years of age)

*I acknowledge that I have read the Undergraduate Housing Occupancy Agreement in its entirety.
I understand that the terms of the Agreement affect my rights and obligations as a resident of the University of Toronto Mississauga
and I agree to be bound by all the terms, conditions, rules and regulations stated or incorporated by reference herein.*

| | | | | |
|---|---|------|-------|------|
| <i>Name of Resident</i> | <i>Student Number</i> | | | |
| <i>Birth Date of Resident (DD/MM/YYYY)</i> | <table border="0" style="width: 100%; margin: 0 auto;"> <tr> <td style="width: 33%; text-align: center;">Day</td> <td style="width: 33%; text-align: center;">Month</td> <td style="width: 33%; text-align: center;">Year</td> </tr> </table> | Day | Month | Year |
| Day | Month | Year | | |
| <i>Resident Signature</i> | <i>(Signature Required)</i> | | | |
| <i>Name of Parent/Guardian (Required if Resident is under 16 years of age upon signing)</i> | | | | |
| <i>Parent/Guardian Signature (Required if Resident is under 16 years of age upon signing)</i> | <i>(Signature Required)</i> | | | |
| <i>Date Signed (DD/MM/YYYY)</i> | | | | |

Please sign this document by entering your student number below and submit this full document to the University with the other application materials and appropriate application fee on or before the deadline as outlined in Important Dates of this Agreement. Please retain a copy of this signed document for your records.