

## 2020-2021 GRADUATE AND MEDICAL 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 – Graduate & Medical

Graduate & Medical Housing Application Opens	May 15, 2020
Graduate & Medical Housing Application Deadline - Current Tenants	May 29, 2020
Personalized Accommodation Request Due * – Current Tenants	May 29, 2020
Graduate & Medical Housing Confirmation Sent via Email - Current Tenants	June 5, 2020
Graduate & Medical Housing Application Deadline - New Applicants	June 10, 2020
Personalized Accommodation Request Due * – Current Tenants	June 10, 2020
Graduate & Medical Housing Confirmation Sent via Email - New Applicants	June 15, 2020
Graduate & Medical Housing Financial Responsibility Deadline	July 23, 2020
Residence (1st Installment and 2nd Installment) Fees Posted to ACORN	August 7, 2020
Graduate & Medical Housing Move-In Day	August 23, 2020
1st Installment of Residence Fees Payment Deadline	September 30, 2020
2nd Installment of Residence Fees Payment Deadline ( <u>Without</u> Winter Fees Deferral)	November 30, 2020
2nd Installment of Residence Fees Payment Deadline ( <u>With</u> Winter Fees Deferral)	January 31, 2021
*Forms will still be accepted after the May 29 or June 10 2020 deadline, however, to increase the variety of options available to meet your accessibility request, it is recommended to submit before/on the May 29 or June 10, 2020 deadline. See section 4.5 for more information.	

## 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 Dates**

Residents currently residing in Graduate & Medical housing are entitled to occupy the premises as of 12:00 p.m. (noon) on August 22, 2020. New residents moving in to Graduate & Medical housing are entitled to occupy the premises as of 3:00 p.m. on August 23, 2020.

In the event the occupancy of the premises is taken prior to the first day of the start of this contract, the Resident agrees to pay a daily rate of \$50.00 for each day of occupancy. In the event the Resident does not vacate the premises on the exact day and time outlined above, and has not signed a new contract for the subsequent term, the Resident agrees to pay a daily rate of \$100.00 for each day of occupancy. In both situations, the Resident must submit a request in writing to the department of Student Housing & Residence Life for permission to occupy the space outside the dates outlined in this section. If permission is granted the rates will apply, if permission is not granted the Resident may not occupy the premises outside the dates outlined in this section.

A check-in time will be sent in advance to the residents' active email account, as registered in the Accessible Campus Online Resource Network (hereinafter called "ACORN"), for new residents to occupy their rooms on Sunday, August 23, 2020. All residents must occupy their rooms by 5:00 p.m. on Sunday, August 23, 2020, in order to avoid forfeiture of the room assignment. If a resident does not pick up their keys and occupy their room by September 14, 2020, it will be assumed that 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.

Should the student be arriving after Sunday, August 23, 2020, the student should notify Student Housing and Residence Life as soon as possible.

### **1.2 Occupancy End Dates**

#### Graduate

The housing period covered by this Agreement ends at 12:00 p.m. (noon) EDT on Friday, April 23, 2021 according to their assigned check-out time. Residents are required to vacate the premises before or by this deadline.



### Medical

The housing period covered by this Agreement ends at 12:00 p.m. (noon) EDT on Tuesday, June 1, 2021 according to their assigned check-out time. Residents are required to vacate the premises before or by this deadline.

## **1.3 Binding Commitment**

Acceptance of the terms and conditions of this Agreement constitutes a binding commitment by the Resident for the full term as outlined in sections 1.1 and 1.2 of this Agreement.

## **1.4 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 1.2. This Agreement should not be expected to be renewed or continue beyond the dates outlined in Section 1.2, 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.

## **1.5 Winter Break Closure**

The University is closed from 5:00 p.m. EST on Wednesday, December 23, 2020 through until 9:00 a.m. EST on Sunday, January 3, 2021 (hereinafter called the "Winter Break").

During the Winter Break closure, 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 Winter Break.

## 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 Graduate and Medical Housing application opens on May 15, 2020.

The Graduate and Medical Housing deadline to apply for current tenants is May 29, and for new tenants is June 10, 2020. Any applications received after June 10, 2020 will be automatically placed on the waiting list as per Section 2.2

## 2.1 Applicant Categories

### Category A(i): New Graduate Applicants

New students who are registered with the University in a graduate degree program and are eligible to select courses. Students must complete the University housing application, respond to all deadlines and meet all application fee requirements in order to maintain eligibility as a Category A(i) applicant.

### Category A(ii): New Mature Applicants

New students 21 years of age or older who are registered with the University as a mature student and are eligible to select courses. Students must complete the University housing application, respond to all deadlines and meet all application fee requirements in order to maintain eligibility as a Category A(ii) applicant.

### Category A(iii): First Year Medical, New Upper Year Medical, or Transfer Medical Applicants

Medical students who are registered full-time with the University in the Mississauga Academy of Medicine (MAM) or the Biomedical Communications (BMC) programs and are eligible to select courses.

### Category B(i): Returning Graduate Applicants

Students who currently reside in Graduate housing who are registered with the University in a graduate degree program and are eligible to select courses. Students must complete the University housing application, respond to all deadlines and meet all application fee requirements in order to maintain eligibility as a Category B(i) applicant.

### Category B(ii): Returning Mature Applicants

Students 21 years of age or older who currently reside in Graduate housing, who are registered with the University as a mature student, and are eligible to select courses. Students must complete the University housing application, respond to all deadlines and meet all application fee requirements in order to maintain eligibility as a Category B(ii) applicant.

### Category B (iii): Returning Medical Applicants

Medical students who are registered full-time with the University in the Mississauga Academy of Medicine (MAM) or the Biomedical Communications (BMC) programs, are eligible to select courses, and who lived in residence during the 2019-2020 academic year.

## 2.2 Applicant Category A and B Admission Criteria

Category A and B 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, and discipline history (applies to Category B applicants only).

## 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 they are enrolled in a minimum of 3.0 credits and 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 they ceased to hold full-time 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 2020-2021 academic year, Category B applicants, as defined in section 2.1 of this Agreement, must have achieved a minimum of 3.0 academic credits in the 2019-2020 year (Fall/Winter sessions only). Entry into this Agreement authorizes the Director of Student Housing & Residence Life or their 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 their designate(s).

(iv) Students who did not achieve a minimum of 3.0 academic credits in the 2019-2020 academic year and/or who are on Academic Probation as defined in the University of Toronto Mississauga Academic Calendar may still be given a conditional offer upon completion of the Academic at Risk



program. Students will be contacted by the department of Student Housing & Residence Life, who will provide them the details for completing the Academic at Risk program.

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

(vi) 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.

## 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.

During the application process, Category A & B applicants will be able to indicate bachelor unit preferences (small bachelor or large bachelor).

Applicants will have the opportunity to indicate any personalized accommodation requests during the application. In order to increase likelihood that accommodations can be met, personalized accommodations should be submitted by the application deadline.

### **4.2 Gender Inclusive Arrangements**

Diversity is an important part of the cultural landscape at UTM, and we consider gender diversity to be an important aspect of this. We believe that students deserve 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.

### **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 applicable Community Development 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, they 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 the Personalized Accommodation Request Form, which can be found in the StarRez application (<http://www.residence.utoronto.ca>). 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 the Personalized Accommodation Request Form corresponds to the applicable application deadline. The Graduate/Medical Housing application deadline is May 29, 2020 for current tenants and June 10, 2020 for new tenants. Personalized Accommodation Request Form will still be accepted after the application deadline, 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

Student Housing & Residence Life assigns applicants to the waitlist once all available units have been filled. Applicants as defined in Section 2.1 of this Agreement who are not initially presented an Offer of Accommodation will be admitted to residence 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, and gender. For a detailed outline of the Waitlist Procedure, please visit our Student Housing & Residence Life webpage (<http://utm.utoronto.ca/housing/applying/graduate/waitlist-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 Category A(ii), B(i), B(ii), or C 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 application, <http://www.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 the Resident's space on the waitlist forfeited;

(iii) If any Category A or B applicant on the waitlist does not receive an offer of occupancy before December 1, 2020, 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 application website, <http://www.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 application website, <http://www.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. Upon receipt of the subsequent completed Check Out Form, 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.

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/applying/cancellations-withdrawals>).

### **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. It is assumed that Category B applicants who do not apply by the deadline will be vacating their units at the end of their current Agreement.

The remaining Housing Fees are applied to the ACORN account in two (2) installments posted on August 7, 2020. The payment deadline for the first installment is September 30, 2020. The payment deadline for the second installment, without deferral, is November 30, 2020. Any payments made after the deadline dates will be considered "late payments" and will be subject to a monthly service charge. For details on service charges or how to pay please visit <http://www.fees.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/](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 15<sup>th</sup> 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 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

Grad/Med					
COMMUNITY	ROOM STYLE	FEE DESCRIPTION	FIRST INSTALLMENT* Payment Deadline September 30, 2020	SECOND INSTALLMENT Payment Deadline November 30, 2020	TOTAL FEES*
Schreiberwood-Grad	Small Bachelor	Room Charge	\$ 5,394.00	\$ 3,596.00	<b>\$8,990</b>
	Large Bachelor	Room Charge	\$ 5,669.40	\$ 3,779.60	<b>\$9,449</b>
Schreiberwood-Med	Small Bachelor	Room Charge	\$ 6,068.40	\$ 4,045.60	<b>\$10,114</b>
	Large Bachelor	Room Charge	\$ 6,378.00	\$ 4,252.00	<b>\$10,630</b>
					<i>*Less \$350.00 Application Fee Paid</i>

## 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**

Residence Fees are charged uniformly based on room type for Category A and B students. 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 the online "Check-In/Check-Out Process" with the Family & Graduate Programming Assistant or another Student Housing and Residence Life associate by the deadline outlined by the Department. In the event that the Resident fails to complete the aforesaid process, the premises shall be deemed to be in a state of immaculate condition. The report generated 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 Winter Break Inspections**

Student Housing & Residence Life reserves the right to enter rooms and shared unit areas during the Winter Break for the purpose of conducting repairs, closing windows, checking appliances or



equipment, reducing heat, ensuring vacancy (unless continued occupancy is otherwise permitted in accordance with Section 1.5 of this Agreement), inspecting the physical condition, ensuring compliance with applicable policies and ensuring the safety of the building and occupants.

### **8.7 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://www.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.

### **8.8 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.

### **8.9 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 <http://www.utm.utoronto.ca/housing/current-students/policies-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 the Resident 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 the Resident's 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 <http://www.utm.utoronto.ca/housing/current-students/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 the Resident's 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 the Resident's 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 s/he permits 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 the Resident resides, 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 their 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. 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.

## GENERAL

## **12.0 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.

## **12.1 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

## **12.2 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.

## **12.3 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.**

## **12.4 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.

## **12.5 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 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.

## **12.6 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.

## **12.7 Residence Appeals Policy**

Residents wishing to appeal a fine, charge or disciplinary sanction must submit the Appeal Form to the Residence Services Desk within thirty (30) days of the dated document.

The Appeal Form can be found on the StarRez webpage (<http://www.residence.utoronto.ca>). 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.

## **12.8 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.

## **12.9 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.

## **12.10 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.

### **12.11 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.

### **12.12 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.

### **12.13 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.

### **12.14 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.

### **12.15 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.

### **12.16 Application of the Residential Tenancies Act**

The Resident hereby acknowledges that the occupation of an medical housing 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.

### **12.17 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 the Resident signs 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, the Resident did so voluntarily without any undue pressure.

## **12.18 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.

## **12.19 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.

## **12.20 Residents Between Ages 16 and 18**

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

## **12.21 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.

## **12.22 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](http://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 Medical 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.*

\_\_\_\_\_

*Name of Resident* *Student Number*

Birth Date of Resident  
(DD/MM/YYYY)

\_\_\_\_\_

Day Month Year

*Resident Signature*

\_\_\_\_\_

*(Signature Required)*

*Name of Parent/Guardian (Required if Resident is under 16 years of age upon signing)*

\_\_\_\_\_



*Parent/Guardian Signature (Required  
if Resident is under 16 years of age upon  
signing)*

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*(Signature Required)*

*Date Signed (DD/MM/YYYY)*

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*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.*