

2020-2021 UNDERGRADUATE 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 – First Year Undergraduate

2020-2021 UTM Undergraduate Residence Application Opens	Monday, February 24, 2020
Step One Application Deadline	Tuesday, March 31, 2020
Deadline to Accept Offer of Admission to the University	Monday, June 1, 2020
Personalized Accommodation Request Form Submission Deadline*	Wednesday, June 10, 2020

First Year Undergraduate Application Deadline**	Wednesday, June 10, 2020
First Year Undergraduate Student Housing Confirmation Sent via Email	Wednesday, June 17, 2020
First Year Undergraduate Deadline to Accept Offer of Residence	Friday, July 3, 2020
First Year Undergraduate Acceptance Deposit Deadline	Friday, July 3, 2020
Undergraduate Room and Roommate Information Sent via Email	Wednesday, July 22, 2020
Undergraduate Financial Responsibility Deadline	Wednesday, August 5, 2020
Undergraduate Residence (1 st and 2 nd Installment) Fees Posted to ACORN	Friday, August 7, 2020
Living Learning Community Move-In Day	Saturday, September 5, 2020
Undergraduate Move-In Day	Saturday, September 5, 2020
Undergraduate Residence Orientation (Expected Attendance)	September 5 to September 13, 2020
Undergraduate 1 st Installment of Residence Fees Payment Deadline	Wednesday, September 30, 2020
Undergraduate 2 nd Installment of Residence Fees Payment Deadline (Without Winter Fees Deferral)	Monday, November 30, 2020
Winter Break Closure	Wednesday, December 23, 2020 at 9:00 a.m. EST to Sunday, January 3, 2021 at 9:00 a.m. EST
Undergraduate 2 nd Installment of Residence Fees Payment Deadline (With Winter Fees Deferral)	Saturday, January 30, 2021
*Forms will still be accepted after the 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 June 10, 2020 deadline. See section 4.5 for more information.	
**Applications received after June 10, 2020 will be automatically placed on the waiting list	

Important Dates – Upper Year Undergraduate

2020-2021 UTM Undergraduate Residence Application Opens	Monday, February 24, 2020
Residence Community Ambassador Application opens	Monday, February 24, 2020
Personalized Accommodation Request Form Submission Deadline*	Friday, March 13, 2020

Upper Year Undergraduate Application Deadline**	Friday, March 13, 2020
Residence Community Ambassador Application Closes	Monday, March 16, 2020
Upper Year Undergraduate Student Housing Confirmation Sent via Email	Monday, March 30, 2020
Upper Year Undergraduate Roommate Selection Time Period	May 25 to June 5, 2020
Upper Year Undergraduate Room Self-Selection Time Period	June 15 to 26, 2020
Undergraduate Room and Roommate Information Sent via Email	Wednesday, July 22, 2020
Undergraduate Financial Responsibility Deadline	Wednesday, August 5, 2020
Undergraduate Residence (1 st and 2 nd Installment) Fees Posted to ACORN	Friday, August 7, 2020
Residence Community Ambassador Move-In Day	Wednesday, September 2, 2020
Living Learning Community Move-In Day	Saturday, September 5, 2020
Undergraduate Move-In Day	Saturday, September 5, 2020
Undergraduate Residence Orientation (Expected Attendance)	September 5 to September 13, 2020
Undergraduate 1 st Installment of Residence Fees Payment Deadline	Monday, September 30, 2020
Undergraduate 2 nd Installment of Residence Fees Payment Deadline (Without Winter Fees Deferral)	Monday, November 30, 2020
Winter Break Closure	Wednesday, December 23, 2020 at 9:00 a.m. EST to Sunday, January 3, 2021 at 9:00 a.m. EST
Undergraduate 2 nd Installment of Residence Fees Payment Deadline (With Winter Fees Deferral)	Saturday, January 30, 2021
<p>*Forms will still be accepted after the March 13, 2020 deadline, however, to increase the variety of options available to meet your accessibility request, it is recommended to submit before/on the March 13, 2020 deadline. See section 4.5 for more information.</p> <p>**Applications received after March 13, 2020 will be automatically placed on the waiting list</p>	

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

First Year Residents

After receiving confirmation of residence, applicants are required to accept their offer of residence and submit their \$1,150 acceptance deposit in the StarRez application portal by Friday, July 3, 2020. If an offer of residence is not accepted or the acceptance deposit is not submitted, the Resident's application will be cancelled; the \$350 application fee (non-refundable after June 1, 2020) and \$1,150 acceptance deposit are non-refundable and non-transferable.

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 first year residents to occupy their rooms on Saturday, September 5, 2020. All first year residents must occupy their rooms by 4:00 p.m. on Saturday, September 5, 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. All first year residents must attend a Residence Orientation beginning on Saturday, September 5, 2020 at 4:00 p.m. EDT, and continuing through until Sunday, September 13, 2020.

Should the student be arriving after Saturday, September 5, 2020, the student should notify Student Housing and Residence Life as soon as possible.

Upper Year Residents

A check-in time will be sent in advance to the residents' active email account, as registered in ACORN, to returning upper year, new upper year and transfer residents to occupy their rooms on Saturday, September 5, 2020. All returning upper year, new upper year and transfer residents must occupy their rooms by 4:00 p.m. EDT on Saturday, September 5, 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. All returning, new upper year and transfer residents must attend a mandatory Residence Orientation beginning on Saturday, September 5, 2020 at 4:00 p.m. EDT, and continuing through until Sunday, September 13, 2020.

Should the student be arriving after Saturday, September 5, 2020, the student should notify Student Housing and Residence Life as soon as possible.

1.2 Occupancy End Dates

The housing period covered by this Agreement ends at 12:00 p.m. (noon) EDT on the day following the last day of final exams as specified in the University Academic Calendar. Residents are expected to vacate the premises by no later than 24 hours after their final exam, or by no later than 12:00 p.m. (noon) EDT on the day following the last day of final exams as specified in the University Academic Calendar, whichever comes first.

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 9:00 a.m. EST on Wednesday, December 23, 2020 through until 9:00 a.m. EST on Monday, January 4, 2021 (hereinafter called the "Winter Break"). As such, the Resident is required to vacate the premises by no later than 24 hours after the Resident's last December exam, or by no later than 5:00 p.m. on the last day of the December exam period as specified in the University Academic Calendar, whichever comes first. The Resident is expected to secure alternate accommodation during this period. Residents may return to the premises no earlier than 9:00 a.m. EST on Sunday, January 3, 2021.

Accommodations during this period may be made available to residents with extenuating circumstances (e.g. international students, out of province students, etc.). A resident may seek permission to remain during this period by submitting a request using the appropriate form (hereinafter called the "Winter Break Application") before Wednesday, November 11, 2020. Such requests will be considered and determined by Student Housing & Residence Life in its sole and absolute discretion. Requests received after Wednesday, November 11, 2020 will be subject to a late fee.



Upon approval of a Winter Break Application, residents will continue to be subject to the terms outlined in this Agreement.

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 (after June 1, 2020) and non-transferable, shall be forfeited to the University. The Undergraduate residence application opens on February 24, 2020.

The First Year Undergraduate deadline to apply is June 10, 2020. Any First Year Undergraduate applications received after June 10, 2020 will be automatically placed on the waiting list as per Section 2.2.

The Upper Year Undergraduate deadline to apply is March 13, 2020. Any Upper Year Undergraduate applications received after March 13, 2020 will be automatically placed on the waiting list as per Section 2.2.

2.1 Applicant Categories

Category A(i): First Year Guarantee Applicants

New full-time students entering their first year of university in an undergraduate program for the first time qualify for the University of Toronto Housing Guarantee, provided that they have indicated their interest in residence by completed Step 1 of the University's common residence application (**StarRez**) by no later than March 31, 2020, and have received and accepted an offer of admission to the University by no later than June 1, 2020. Those that meet the above criteria are categorized as Category A(i) applicants. The University of Toronto Housing Guarantee constitutes an offer of occupancy and, as such, section 2.2 of this Agreement does not apply to residents in this category. Students must complete the supplementary 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): First Year Non-Guarantee Applicants

First year students who do not qualify for the University of Toronto Housing Guarantee as outlined above, are categorized as Category A(ii) applicants and are subject to sections 2.2 and 5.1 of this Agreement.

Category B(i): Returning Upper Year, New Upper Year, Transfer Guarantee Applicants

Students who are registered with the University and are eligible to select courses but are no longer in their first year of study are categorized as Category B applicants and are subject to Sections 2.2 and 5.1 of this Agreement.

For consideration for admission to residence for the upcoming academic year, all upper-year applicants must meet the minimum eligibility requirements:

- Complete a minimum of 3.0 credits in the previous academic year at the University of Toronto Mississauga;
- Achieve a minimum 1.5 cumulative grade-point average (GPA) in the previous academic year;
- Abide by the policies, procedures, payment deadlines and community standards as outlined in the UTM Student Housing & Residence Life Undergraduate Occupancy Agreement, and have no more than 4 discipline points from previous years on residence;
- Maintain full-time student status for the duration of their on-campus residency;
- Abide all application deadlines and procedures.

The following guarantees are offered to Category B(i) applicants:

Undergraduate Residence Council Guarantee

Actively enrolled students who successfully complete the required application and application fee by the upper year application deadline, meet minimum returning eligibility requirements, and have been successfully elected to a position on the Residence Council will be guaranteed a room in residence for the academic year. Room and roommate preferences are not guaranteed. Should their position on the Residence Council be revoked, withdrawn, or become inactive then the guarantee will no longer apply.

In the event that the resident is unable to maintain the requirements of the Residence Council Guarantee at any time for the duration of their tenancy, the resident will be subject to sections 6.4 of this agreement.

Undergraduate Residence Community Ambassador (RCA) Guarantee



Actively enrolled students who successfully complete the required application and application fee by the upper year application deadline, successfully completed the Residence Community Ambassador supplementary application by the deadline, meet minimum returning eligibility requirements & minimum RCA eligibility requirements*, and have been successfully chosen for a position in the Residence Community Ambassador will be guaranteed a room in residence for the academic year. Room and roommate preferences are not guaranteed.

*The minimum RCA eligibility requirements for the Residence Community Ambassador Guarantee: Students must:

- Meet the Residence Community Ambassador application deadline
- Cannot hold other campus commitments during the residence orientation time-period (such as Campus Orientation Leader)
- Be available for all required dates & times, which include:
 - **RCA Move In Day: September 1, 2020**
 - **Student Arrival Preparation: September 2 – 4, 2020; various hours between 9:00 a.m. and 7:00 p.m.**
 - **Move-In Day: September 5, 2020; 7:00 a.m. – 8:00 p.m.**
 - **Residence Orientation: September 6 – 7, 2020 & September 12 – 13, 2020; various hours between 9:00 a.m. and 10:00 p.m.**
 - **Frost Week: January 4 - 8, 2021; various hours between 9:00 a.m. and 10:00 p.m.**
- At minimum, attend two marquee residence events throughout the academic school year from a list provided by the Move-In & Orientation Committee Chair (excluding mandatory attendance events such as Community Gatherings).
- At minimum, attend 1 PAL workshop throughout the academic year.
- Meet minimum returning eligibility requirements

In the event that the resident is unable to maintain the requirements of the RCA Guarantee at any time for the duration of their tenancy, the resident will be subject to sections 6.4 of this agreement.

Undergraduate Biology Living Learning Community Guarantee

Actively enrolled students who successfully complete the required application and application fee by the upper year application deadline, successfully completed the Biology Living Learning Community (BioLLC) supplementary application by the deadline, meet minimum returning eligibility requirements & minimum BioLLC eligibility requirements*, and have been successfully chosen for a position in the Residence Community Ambassador will be guaranteed a room in residence for the academic year. Room and roommate preferences are not guaranteed.



*The minimum BioLLC eligibility requirements for the Biology Living Learning Community

Guarantee: Students must:

- Be enrolled in BIO210 in the 2020-2021 academic year
- Remain in academic good standing in the 2020-2021 academic year
- Meet minimum returning eligibility requirements

In the event that the resident is unable to maintain the requirements of the BioLLC Guarantee at any time for the duration of their tenancy, the resident will be subject to sections 6.4 of this agreement.

Undergraduate Indigenous Student Guarantee

Actively enrolled students who successfully complete the required application and application fee by the upper year application deadline, meet minimum returning eligibility requirements, and identify as an Indigenous student*, will be guaranteed a room in residence for the academic year. Room and roommate preferences are not guaranteed.

In the event that the resident is unable to maintain the requirements of the Indigenous Student Guarantee at any time for the duration of their tenancy, the resident will be subject to sections 6.4 of this agreement.

*Indigenous here refers to someone who is descended from First Peoples on Turtle Island (North America) and can refer to people who are First Nations (Status and Non-Status), Métis, or Inuit but is not intended as a fully inclusive definition. Questions regarding eligibility can be directed to the Residence Services Desk at resdesk.utm@utoronto.ca

Category B(ii): Returning Upper Year, New Upper Year, Transfer Non-Guarantee Applicants

Returning upper year, new upper year, and transfer students are categorized as Category B(ii) applicants and are subject to sections 2.2 and 5.1 of this Agreement.

Category C: Exchange Applicants

Student Housing & Residence Life offers guaranteed residence for students applying for a year-long or summer exchange and a limited number of priority spaces available for one semester exchanges. Students who are registered with the University for a full academic year exchange program and are eligible to select courses are categorized as Category C applications and are subject to Sections 2.2 and 5.1 of this Agreement.

Exchange students will be placed in either First or Upper Year residence spaces, depending on date of application and availability of upper year spaces after Upper Year room assignments are



completed in July. Should no Upper Year spaces remain for exchange students, they will be accommodated in First Year housing. All housing fees will be dictated by classification and room assignment.

2.2 Applicant Category A(ii), B and (C) Admission Criteria

Category A(ii), B and C 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://utm.utoronto.ca/housing/applying/upper-year-application-process/upper-year-application-process>).

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 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 the Resident 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 the Resident's 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 the Resident's 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 the Resident's 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.

(vii) Residents who have accumulated more than 4.0 disciplinary points while living in residence in all previous years of living in residence will be considered for occupancy on an individual basis. Residence admission and termination decisions for students with more than 4.0 disciplinary points will be made at the discretion of the Director of Student Housing & Residence Life or the Resident's designate(s).

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) First Year Room Assignment

During the application process, first year applicants will have the opportunity to rank their preferences for style of housing, but will not be able to indicate building or roommate preferences. Housing style preferences are not guaranteed. Room assignments are completed by Student Housing & Residence Life professional staff and subject to change.

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.

First Year students who are accepted to live in a Living Learning Community will be placed by Student Housing & Residence Life professional staff in a designated area of housing, which may impact preferences for style of housing.

(ii) Upper Year Room Assignment

Upper year students who have an offer of residence are permitted to indicate roommate [requests](#) on their application between May 25 to June 5, 2020. Category B applicants may have the ability to select their room if they have a guarantee. Please visit the Student Housing & Residence Life webpage for a detailed description on the upper year application process (<https://utm.utoronto.ca/housing/applying/upper-year-application-process/upper-year-application-process>). Please note that the number of upper year spaces is determined on how many spaces are remaining after the University of Toronto First Year Housing Guarantee applications have been received.

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.

Upper Year students who are accepted to live in the Biology Living Learning Community or accepted as a Residence Community Ambassador will be assigned to a room in Putnam Place.

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 1-5 roommates who have the same gender. Mixed-Gender Housing arrangements could include 1-5 roommates of any gender.

Mixed-Gender housing may not be guaranteed. 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 Double Room Buy Out

After September 14, 2020, Residents who find themselves in double rooms (MaGrath Valley or Erindale Hall) without a roommate may be contacted by Student Housing & Residence Life and may opt to buy out the second bed in the room, alleviating them from the chance of having



another individual assigned to that space. The space would be treated as a single occupancy for the remainder of the academic year. Residence fees would be converted to that of a single occupancy unit and prorated to the date of the buyout.

Student Housing & Residence Life reserves the right to approve or deny requests at its sole and absolute discretion. Students cannot initiate a buy out after another resident has been offered or assigned to that room. A student in a suite can buy out the second bed within their assigned bedroom, but there is no option for residents to buy out the second bedroom of a unit if it is fully vacant. The second set of furniture provided in the student bedroom is not removed for a double room buy out; guest privileges, as outlined in section 9.5, still apply.

4.5 Room Switch

A resident must receive prior written permission from Student Housing & Residence Life to switch rooms. A meeting must be booked with the Residence Service Community Assistant 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).

4.6 Subletting Not Permitted

The Resident agrees that:

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

(ii) The Resident 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.

4.7 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 Needs in Residence Request Form, which can be found on the Student Housing & Residence Life webpage (<http://utm.utoronto.ca/housing/considering-residence/accessible-needs-residence>) or through StarRez. 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 Needs in Residence Request Form corresponds to the applicable application deadline. The Upper Year Undergraduate application deadline is March 13, 2020. The First Year Undergraduate application deadline is June 10, 2020. 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 Category A(ii), B, 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 website, <https://residence.utoronto.ca>, to the department of Student Housing & Residence Life; As a Category A(i) applicant, the application fee is non-refundable and non-transferable after June 1, 2020. As a Category A(ii), Category B or C applicant, the application fee is always non-refundable and non-transferable. The acceptance deposit will be pro-rated with the Refund Schedule as seen below (Section 6.2)

(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 their space on the waitlist forfeited;

(iii) If any Category A(ii), B, or C 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 website, <https://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. By submitting a cancellation, the Resident is intending to leave and therefore will be expected to abide by all check-out procedures. As a Category A(i) applicant, the application fee is non-refundable and non-transferable after June 1, 2020. As a Category A(ii), Category B or C applicant, the application fee is always non-refundable and non-transferable. The acceptance deposit will be pro-rated with the Refund Schedule as seen below (Section 6.2)

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 the Resident's occupancy, the Resident must submit a request in writing using the Cancellation/Withdrawal Form found on the StarRez website, <https://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 completed Check Out Form, the Resident's assigned space is returned to the pool of available spaces for re-assignment;** As a Category A(i) applicant, the application fee is non-refundable and non-transferable after June 1, 2020. As a Category A(ii), Category B or C applicant, the application fee is always non-refundable and non-transferable. The acceptance deposit will be pro-rated with the Refund Schedule as seen below (Section 6.2)

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 the Resident's 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 7.6 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 the Resident's 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/apply-now/fees-contracts>). The \$1,150 acceptance deposit is included in this Refund Schedule.

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 7.6 Housing Fees Schedule.

7.1 Application Fee and Payment Deadlines

As part of the online housing application process, a \$350.00 non-refundable (after June 1, 2020) 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 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 Acceptance Deposit and Payment Deadlines

As part of accepting a first year residence offer, a \$1,150.00 acceptance deposit is to be paid through the department's online payment system (Moneris) by no later than July 3, 2020. Upon



taking occupancy, this acceptance deposit will be credited towards the Resident's total Housing Fees balance.

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>.

7.3 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.

7.4 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.

7.5 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 7.3 of this Agreement.

7.6 Housing Fee Schedule

The Residence Council Fee (\$22.00) is mandatory and non-refundable.

All residents are required to purchase a meal plan following their offer of occupancy. All Category A residents must choose a meal plan from Group A options and all Category B residents must choose a meal plan from Group B options. Category B residents have the opportunity to upgrade to a plan from Group A options. 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 community and housing style.

Undergraduate						
COMMUNITY	ROOM STYLE	FEE DESCRIPTION	FIRST INSTALLMENT*		SUBTOTAL	TOTAL FEES**
			Payment Deadline September 30, 2020	Payment Deadline November 30, 2020		
MaGrath Valley	Double Room	Room Charge	\$4,348.20	\$2,898.80	\$7,247.00	\$7,269
		Residence Council	\$22.00	\$0.00	\$22.00	
Erindale Hall	Double Room	Room Charge	\$4,348.20	\$2,898.80	\$7,247.00	\$7,269
		Residence Council	\$22.00	\$0.00	\$22.00	
Schreiberwood	Townhouse	Room Charge	\$6,158.40	\$4,105.60	\$10,264.00	\$10,286
		Residence Council	\$22.00	\$0.00	\$22.00	
Leacock Lane	Townhouse	Room Charge	\$6,158.40	\$4,105.60	\$10,264.00	\$10,286
		Residence Council	\$22.00	\$0.00	\$22.00	
McLuhan Court	Townhouse	Room Charge	\$6,158.40	\$4,105.60	\$10,264.00	\$10,286
		Residence Council	\$22.00	\$0.00	\$22.00	
Oscar Peterson Hall	Traditional	Room Charge	\$6,501.00	\$4,334.00	\$10,835.00	\$10,857
		Residence Council	\$22.00	\$0.00	\$22.00	
MaGrath Valley	Premium Single Room	Room Charge	\$6,690.00	\$4,460.00	\$11,150.00	\$11,172
		Residence Council	\$22.00	\$0.00	\$22.00	
Roy Ivor Hall	Apartment Single Room	Room Charge	\$6,831.00	\$4,554.00	\$11,385.00	\$11,407
		Residence Council	\$22.00	\$0.00	\$22.00	
Erindale Hall	Apartment Single Room	Room Charge	\$6,831.00	\$4,554.00	\$11,385.00	\$11,407
		Residence Council	\$22.00	\$0.00	\$22.00	
Putnum Place	Premium Townhouse	Room Charge	\$6,897.00	\$4,598.00	\$11,495.00	\$11,517
		Residence Council	\$22.00	\$0.00	\$22.00	
*Less \$350.00 Application Fee Paid						**Plus Meal Plan
*Less \$1,150.00 Acceptance Deposit 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 an online check-in with their Don by the deadline outlined during their first mandatory community meeting. In the event that the Resident fails to submit the aforesaid form, the premises shall be deemed to be in a state of immaculate condition. The 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 7.5 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 <https://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 7.5 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 7.5 of this Agreement.

8.9 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 7.5 of this Agreement. Residents are also required to participate in room checks each semester as outlined in the Residence Handbook.

8.10 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, their guests or invitees while in or about the residence building or the University campus, including any contact with any asbestos-containing building materials.

8.11 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.

8.12 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 the Resident 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

<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 their 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 the Resident:

(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 the Resident's 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 the Resident permits in the premises or in the residence. The Resident will assume 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 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 the Resident's 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.

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:

- (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, their 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 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 them.

13.7 Residence Appeals Policy

Residents wishing to appeal a fine, charge or disciplinary sanction must submit the Appeal Form through StarRez 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>). 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 plural number include the singular 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 deal 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 the Resident does 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 the Resident has had the opportunity to seek, and was not prevented or discouraged from seeking, any independent legal advice which the Resident considered necessary before the execution and delivery of this Agreement and that, if the Resident did not avail themselves of that opportunity before signing this Agreement, the Resident 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 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 the Resident has 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.

Name of Resident

Student Number



Birth Date of Resident

(DD/MM/YYYY)

Day	Month	Year
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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)*

(Signature Required)

Date Signed (DD/MM/YYYY)

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.