2018-2019 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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>2018-2019 UTM Undergraduate Residence Application Opens</td>
<td>Tuesday, February 20, 2018</td>
</tr>
<tr>
<td>MyRes Application Deadline</td>
<td>Saturday, March 31, 2018</td>
</tr>
<tr>
<td>Deadline to Accept Offer of Admission to the University</td>
<td>Friday, June 1, 2018</td>
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<tr>
<td>Special Accommodation Request Form Submission Deadline*</td>
<td>Friday, June 1, 2018</td>
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<tr>
<td>First Year Undergraduate Application Deadline**</td>
<td>Friday, June 1, 2018</td>
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<tr>
<td>First Year Undergraduate Student Housing Confirmation Sent via Email</td>
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<td>First Year Undergraduate Deadline to Accept Offer of Residence</td>
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<td>Undergraduate Room and Roommate Information Sent via Email</td>
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<td>Undergraduate Financial Responsibility Deadline</td>
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<td>Undergraduate Residence (1st and 2nd Installment) Fees Posted to ACORN</td>
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<tr>
<td>Undergraduate Move In Day</td>
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<tr>
<td>Undergraduate Residence Orientation (Expected Attendance)</td>
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<td>Undergraduate 1st Installment of Residence Fees Payment Deadline</td>
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<tr>
<td>Undergraduate 2nd Installment of Residence Fees Payment Deadline (Without Winter Fees Deferral)</td>
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<tr>
<td>Winter Break Closure</td>
<td>Friday, December 21, 2018 at 5:00 p.m. EST to Sunday, January 6, 2019 at 9:00 a.m. EST</td>
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<td>Undergraduate 2nd Installment of Residence Fees Payment Deadline (With Winter Fees Deferral)</td>
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*Forms will still be accepted after the June 1, 2018 deadline, however, to increase the variety of options available to meet your accessibility request, it is recommended to submit before/on the June 1, 2018 deadline. See section 4.5 for more information. **Applications received after June 1, 2018 will be automatically placed on the waiting list.
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<td>Upper Year Undergraduate Student Housing Confirmation Sent via Email</td>
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<td>Upper Year Undergraduate Roommate Selection Time Period</td>
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**Applications received after March 02, 2018 will be automatically placed on the waiting list.

PERIOD AND TERMS OF OCCUPANCY

1.0 Period & Terms of Occupancy

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

1.1 Occupancy Start Dates

First Year Residents

After receiving confirmation of residence, applicants are required to accept their offer of residence in the StarRez application portal by Friday, June 22, 2018. If an offer of residence is not accepted, the Resident's application will be cancelled; application fees 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 1, 2018. All first year residents must occupy their rooms by 4:00 p.m. on Saturday, September 1, 2018, in order to avoid forfeiture of the room assignment. If a resident does not pick up their keys and occupy their room by September 15, 2018, 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 1, 2018 at 4:00 p.m. EDT, and continuing through until Sunday, September 9, 2018.

Should the student be arriving after Saturday, September 1, 2018, 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 1, 2018. All returning upper year, new upper year and transfer residents must occupy their rooms by 4:00 p.m. EDT on Saturday, September 1, 2018, in order to avoid forfeiture of the room assignment. If a resident does not pick up their keys and occupy their room by September 15, 2018, 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 1, 2018 at 4:00 p.m. EDT, and continuing through until Sunday, September 9, 2017.

Should the student be arriving after Saturday, September 1, 2017, 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 5:00 p.m. EST on Friday, December 21, 2018 through until 9:00 a.m. EST on Sunday, January 6, 2019 (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 6, 2019.

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 Friday, November 09, 2018. Such requests will be considered and determined by Student Housing & Residence Life in its sole and absolute discretion. Requests received after Friday, November 09, 2018 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 and non-transferable, shall be forfeited to the University. The Undergraduate residence application opens on February 20, 2018.

The First Year Undergraduate deadline to apply is June 1, 2018. Any First Year Undergraduate applications received after June 1, 2018 will be automatically placed on the waiting list as per Section 2.2.

The Upper Year Undergraduate deadline to apply is March 02, 2018. Any Upper Year Undergraduate applications received after March 02, 2018 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 completing the University’s common residence application (MyRes) by no later than March 31, 2018, and have received and accepted an offer of admission to the University by no later than June 1, 2018. 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(i) applicants and are subject to Sections 2.2 and 5.1 of this Agreement.

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

Undergraduate International Guarantee
International fee-paying, permit-holding undergraduate students admitted to the University of Toronto Mississauga, who received a University of Toronto Housing Guarantee for their first year of study in 2016-2017, also will receive an exclusive four-year International Student Housing Guarantee*.

*The minimum returning eligibility requirements for the International Student Housing Guarantee:
- 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;
- Maintain continuous residency on-campus for each of the four years of the guarantee, with the exception of summer terms;
- Maintain full-time student status for the duration of their on-campus residency;
- Maintain international permit-holding student status for the duration of their on-campus residency;
- 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;
- Abide all application deadlines and procedures.

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.

Category B(ii): Returning Upper Year, New Upper Year, Transfer Non-Guarantee Applicants
Returning upper year, new upper year, and transfer students who do not qualify for the Undergraduate International Guarantee, as outlined above, 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(i), B(ii) and (C) Admission Criteria
Category A(ii), B(i), B(ii), 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(i) and B(ii) 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 2018-2019 academic year, Category B(i) and B(ii) applicants, as defined in section 2.1 of this Agreement, must have achieved a minimum of 3.0 academic credits in the 2017-2018 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 2017-2018 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(eotte), 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 special accommodation requests during the application process. In order to increase likelihood that accommodations can be met, special accommodations should be submitted by the application deadline.

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 are permitted to indicate roommate requests on their application between May 28 and June 8, 2018. Category B(ii) applicants may have the ability to select their room. 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). 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 special accommodation requests during the application process. In order to increase likelihood that accommodations can be met, special accommodations should be submitted by the application deadline.

Upper Year students who are accepted to live in the Biology Living Learning Community will be assigned to a room in Roy Ivor Hall.

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 redesk.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 15, 2018, 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 buy out.
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 Operations 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 Special 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). 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 Special Accommodation Needs in Residence Request Form is corresponds to the applicable application deadline. The Upper Year Undergraduate application deadline is March 2, 2018. The First Year Undergraduate application deadline is June 1, 2018. 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(i), 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 StarPortal website, https://starportal.utoronto.ca/StarRezPortal/Default.aspx?Params=L9ezxPcQnQsDuaBX%2bLFbaQV9iZmDVUF%2b, 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 their space on the waitlist forfeited;

(iii) If any Category A(ii), B(i), or C applicant on the waitlist does not receive an offer of occupancy before December 1, 2018, 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 StarPortal website, https://starportal.utoronto.ca/StarRezPortal/Default.aspx?Params=L9ezxPcQnQsDuaBX%2bLFbaQV9iZmDVUF%2b, 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 the Resident’s occupancy, the Resident must submit a request in writing using the Cancellation/Withdrawal Form found on the StarPortal website, https://starportal.utoronto.ca/StarRezPortal/Default.aspx?Params=L9ezxPcQnQsDuaBX%2bLFbaQV9iZmDVUF%2b, 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 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 7.5 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 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).

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

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

6.5 Items Left Behind
Any items left behind will be deemed to have been abandoned by the Resident. Student Housing & Residence Life will discard any items left behind by the Resident after the end of the term specified in section 1.2 of this Agreement, the date of early withdrawal by the Resident, or the date of termination of the Resident’s occupancy by Student Housing & Residence Life. This includes items confiscated and temporarily held by Student Housing & Residence Life. Student Housing & Residence Life and the University are not responsible for mailing back items to the Resident and will not compensate the Resident for items that have been discarded. The Resident agrees to indemnify Student Housing & Residence Life for any costs, damages, or other expenses arising out of, or in any way connected with, the disposal of items left behind by the Resident.

RESIDENCE FEES

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

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

The remaining Housing Fees are applied to the ACORN account in two (2) installments posted on August 6, 2018. The payment deadline for the first installment is September 30, 2018. The payment deadline for the second installment, without deferral, is November 30, 2018. 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/ for rate changes; and
- Outstanding charges on the Resident’s account from prior sessions are subject to a service charge as of the 15th of every month until paid in full.

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

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

7.3 Non-Reduction of Fees
It is agreed that there shall be no reduction of the Housing Fees or any other compensation for, or on account of, any loss, damage, inconvenience or discomfort arising from the interruption or curtailment however 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
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 policies, including payment procedures at: [http://www.utm.utoronto.ca/hospitality/](http://www.utm.utoronto.ca/hospitality/).

Housing Fees are displayed below according to community and housing style.

<table>
<thead>
<tr>
<th>Community</th>
<th>Room Style</th>
<th>Fee Description</th>
<th>First Installment Payment Deadline September 30, 2018</th>
<th>Second Installment Payment Deadline November 30, 2018</th>
<th>Subtotal</th>
<th>Total Fees**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schreiberwood</td>
<td>Single Townhouse</td>
<td>Room Charge Residence Council</td>
<td>$5,680.20</td>
<td>$3,786.80</td>
<td>$6,467.00</td>
<td>$9,489.00</td>
</tr>
<tr>
<td>Leacock Lane</td>
<td>Single Townhouse</td>
<td>Room Charge Residence Council</td>
<td>$5,680.20</td>
<td>$3,786.80</td>
<td>$6,467.00</td>
<td>$9,489.00</td>
</tr>
<tr>
<td>McLean Court</td>
<td>Single Townhouse</td>
<td>Room Charge Residence Council</td>
<td>$5,680.20</td>
<td>$3,786.80</td>
<td>$6,467.00</td>
<td>$9,489.00</td>
</tr>
<tr>
<td>Oscar Peterson Hall</td>
<td>Single Traditional</td>
<td>Room Charge Residence Council</td>
<td>$5,967.00</td>
<td>$3,978.00</td>
<td>$6,945.60</td>
<td>$9,967.00</td>
</tr>
<tr>
<td>MaGrath Valley</td>
<td>Double Room</td>
<td>Room Charge Residence Council</td>
<td>$3,879.00</td>
<td>$1,110.00</td>
<td>$4,460.00</td>
<td>$6,487.00</td>
</tr>
<tr>
<td>MaGrath Valley</td>
<td>Single Room</td>
<td>Room Charge Residence Council</td>
<td>$5,967.00</td>
<td>$3,978.00</td>
<td>$6,945.60</td>
<td>$9,967.00</td>
</tr>
<tr>
<td>Erinde Hall</td>
<td>Suite Style Double</td>
<td>Room Charge Residence Council</td>
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<td>$8,684.00</td>
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<tr>
<td>Erinde Hall</td>
<td>Suite Style Single</td>
<td>Room Charge Residence Council</td>
<td>$6,315.60</td>
<td>$4,210.40</td>
<td>$10,526.00</td>
<td>$10,548.00</td>
</tr>
</tbody>
</table>

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

### 8.10 Alterations, Additions and Changes
The Resident agrees not to 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](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](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](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 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.

(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, use, or sale of drugs. Suspcion 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.

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 1G6
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, their 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 them.

12.7 **Residence Appeals Policy**
Residents wishing to appeal a fine, charge or disciplinary sanction must submit the Appeal Form through StarPortal to the Department of Student Housing & Residence Life within thirty (30) days of the dated document.

The Appeal Form can be found on StarPortal ([https://starportal.utoronto.ca](https://starportal.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 plural number include the singular 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 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.

12.17 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.

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 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

Resident Signature

(Name Required)

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

Date Signed (DD/MM/YYYY)

(Name Required)

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

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.