Residence Agreement 2016-2017

Please read the conditions of the Agreement carefully

The Residence Agreement (the “Agreement”) contains provisions that create obligations for you and impose financial and/or other responsibilities and/or penalties should you fail to fulfill your obligations. Online submission constitutes as mutual covenants to the conditions outlined in the Agreement.

Eligibility and Conditions

The resident will be a currently registered, full-time student at the University of Toronto Scarborough. The resident will not sublet their room or townhouse or permit additional occupants in the room or townhouse.

The Agreement applies to the dates indicated by the resident in the Residence Application process.

Conduct

All residents and their guests are bound by policies, procedures, codes, and guidelines set out in:

- The Residence Agreement
- The Residence Guide
- The University Student Code of Conduct for Non-Academic Offences
- The University of Toronto Scarborough Computing and Network Access Agreement
- Federal laws
- Laws of Ontario including, but not limited to, liquor laws

It is the responsibility of the resident to read and be familiar with the rules and regulations outlined in the Residence Guide and all other binding documents.

Rights of a Resident

As a member of the Residence Community, each resident has rights. A resident has the right to:

1. Sleep, study, and work in your assigned room free of undue interference from residents or guests
2. Respect of your personal property
3. Live in a clean environment
4. Free access to your room without interference from roommates, housemates, residents, or guests
5. Reasonable access to the townhouse or apartment and its facilities
6. A reasonable amount of privacy
7. Have your concerns considered
8. Be free from fear of intimidation, physical and/or emotional harm
9. Enjoy the rights and freedoms recognized by law, subject only to restrictions necessary to ensure the advancement of the Residence Community in such matters as alcohol, smoking, fire safety, and community safety
10. Be free from discrimination on the basis of race, ancestry, religious beliefs, physical abilities, marital status, sexual orientation, colour, place of origin, gender, mental abilities, family status, source of income, socioeconomic background, or age
11. Enjoy an atmosphere intending to remain free from behavior which is reasonably interpreted as unwelcome including but not limited to remarks, jokes, or actions which demean another person and/or deny individuals their dignity and respect

Each resident’s rights are protected by the Residence Community Standards.

**Responsibilities of a Resident**

As a member of the Residence Community, each resident has responsibilities. A resident has the responsibility to:

1. Respect the rights, privileges, and property of fellow residents and their guests, and of the neighbouring community
2. Behave in such a manner as to ensure the good condition of the residence facilities and grounds
3. Be responsible for the behaviour of their guests
4. Recognize authority of the Staff in Student Housing & Residence Life and the Residence Life Team
5. Cooperate with residence procedures and investigations
6. Recognize the responsibilities and duties of the Student Residence Council outlined in the Constitution of the Council
7. Behave in such a manner as to permit Residence and University Staff to perform their normal duties
8. Abide by the Residence Community Standards, Rights of Residents, and residence policies
9. Abide by the University of Toronto’s Code of Conduct
10. Maintain an acceptable level of cleanliness in all common and private areas of residence

Each resident must respect the rights of other residents.

**Termination of Residence Contract**

Residence units are not intended for year-round occupancy, and thus occupancy length is limited to the dates specified in this contract. Student Housing & Residence Life reserves the right to terminate a residence contract without advance notice if:

1. Any action or conduct of the resident presents a real or apparent danger to the health or physical safety of that resident or of any other person in the residences
2. A resident is involved with a number of incidents and infractions of the Residence Community Standards, the Student Code of Conduct, or progressively works through discipline sanctions to a point where the termination of a residence contract results.

3. The resident is in violation of this agreement.

4. The resident or the resident’s guest is in violation of laws or policies regarding drugs or alcohol.

Residents who have their contracts terminated will be financially responsible for the full length of their residence contract.

**Contents and Condition of Townhouse and Apartments**

Residents must behave in such a manner as to ensure the good condition of the residence buildings and grounds. Residents are expected to keep their assigned Townhouse/Apartment locked, clean, to remove garbage regularly, use bed linens, adhere to quiet hours, use only painters tape and non-damaging temporary adhesives to hang items on walls, and to report needed repairs to Student Housing & Residence Life. Bicycles, motorcycles, and cars are to only be stored in designated areas. Residents are responsible for costs of repair to damages made by the resident or the resident’s guests. Residents will not smoke in the townhouses/apartments or install air conditioners. Residents will not bring large furniture items into residence without the permission of Student Housing & Residence Life, modify décor/fixtures/fittings, remove furniture, climb on roofs, alter/add electrical extension cords, have pets, store dangerous/offensive goods or weapons in residence, add locks, or use/grow/trade prohibited drugs.

Residents will not make any alterations, additions, or changes in any way to the premises, noting that like many buildings constructed prior to the mid-1980s, Aspen Hall, Birch Hall, Cedar Hall, Dogwood Hall, and Elm Hall have building materials that do or are likely to contain asbestos in the joint compound used to smooth seams between wallboards and fill holes before painting and sealing them. No drilling, nailing, or screwing into the walls, ceilings, or floors is allowed so that the materials remain safely encapsulated in non-friable form. Residents will notify Student Housing & Residence Life immediately of any damage to the premises during the period of the Agreement using the online repair request at [http://www.utsc.utoronto.ca/~residences/repair.php](http://www.utsc.utoronto.ca/~residences/repair.php).

Residents will leave the townhouse/apartment at the end of the Agreement in the same condition as when their first occupied the townhouse/apartment.

**Injury, Theft, and Damage**

The University will not be liable for the loss, damage to, or theft of personal belongings in or about the premises or the residence building. All residents are advised to carry adequate personal insurance to cover loss or damage to their belongings. Residents are advised to arrange their own fire, theft, and liability insurance on personal items. The University is not responsible for any kind of injury, damage, or loss caused to the resident, their guests or invitees while in or about the residence buildings or the University campus.
**Checking In/ Checking Out**
Check-in and checkout processes will be communicated to residents via email. Failure to follow check in and checkout processes can result in additional financial charges.

As an Upper Year Student your check in and checkout days are as follows:

**Fall & Winter 2016-2017:**
Tuesday, August 30th, 2016 to Tuesday, December 20th, 2016 AND
Sunday, January 1st, 2017 to Saturday, April 22nd, 2017

**Fall 2016 Only:**
Tuesday, August 30th, 2016 to Tuesday, December 20th, 2016

**Winter 2017 Only:**
Sunday, January 1st, 2017 to Saturday, April 22nd, 2017

Please make your travel arrangements accordingly.

Residents planning to arrive after the indicated Fall 2016 check-in dates must notify Student Housing & Residence Life by email by Friday, August 12th, 2016. Winter 2017 Only residents arriving late must notify Student Housing & Residence Life by email by Friday, December 16th. Failure to notify Student Housing & Residence Life of a late arrival will result in the cancellation of the resident’s reservation or the reallocation of a housing assignment.

**The December Closure for Residence at the University of Toronto Scarborough**
The University is closed from Wednesday, December 21st, 2016 to Sunday, January 1st, 2017. The resident is expected to vacate the room during the closure but may leave their belongings behind. The resident is expected to secure alternate accommodation during this period. A request to stay in residence during the closure due to particular circumstances may be submitted to Student Housing & Residence Life prior to December 2nd, 2016 and considerations will be made. Students staying in residence during the closure will be subject to a fee for use of services during this period. Please note that students who do not request housing during the closure will not have access to the residences from Wednesday, December 21st, 2016 to Saturday, January 1st, 2017 inclusive.

**Room Assignment**
After Student Housing & Residence Life receives the confirmed Residence Agreement, applicant photo, and deposit, it will advise the student of their housing assignment (Notification will be sent via email in early August 2016). Late applicants may not receive this information until they check-in.

**Room Assignment Change**
Student Housing & Residence Life reserves the right to move students during the session if deemed absolutely necessary to address occupancy needs or housemate conflicts that failed to be resolved through conflict resolution practices. Students may request a room change by applying in writing to the Residence Life Coordinator. It will not always be possible to accommodate a room change. Students who successfully apply for a room change will be responsible for an administrative fee of $100 as well as all costs related to the move (e.g. phone and TV cable connections and installations).

**Fees**
Please visit the Student Housing & Residence Life website to view the residence fees:

[http://utsc.utoronto.ca/~residences/fees.html](http://utsc.utoronto.ca/~residences/fees.html)

Residence fees and tuition fees are posted to your Student Account on the Accessible Campus Online Resource Network (ACORN). All outstanding fees and charges are subject to a service charge (Starting October 17th, 2016 for the Fall Session and December 15th, 2016 for the Winter Session). Fee payments (other than residence deposits) must be made through a bank.

**Residence Cancellation (Prior to Move-In)**
Students who want to cancel their residence application must do so directly with Student Housing & Residence Life. Cancelling UTSC registration will not automatically cancel residence. Students are required to send an email to Student Housing & Residence Life (residences@utsc.utoronto.ca) with the following information: student’s full name, student number, residence session they would like to cancel, and reason for cancellation. Students cancelling prior to Tuesday, August 30th will not be held responsible for residence fees beyond the non-refundable $600.00 deposit.

**Withdrawal From Residence During a Session**
Students who withdraw from residence after Tuesday, August 30th, 2016 will be responsible for the total Residence Agreement Fees for the session for which they were registered, as set out in the Fee Schedule as well as an Administrative Fee of $100. All requests to withdraw from residence before the end of the session for which the resident has registered must be made in writing to the Residence Life Coordinator. Residence withdrawal forms are available at the front desk of Student Housing & Residence Life. In some circumstances a percentage of the residence fee will be returned to the resident. Please refer to the Withdrawal Chart at [http://www.utsc.utoronto.ca/~residences/move_out.html](http://www.utsc.utoronto.ca/~residences/move_out.html).

If a resident is withdrawing from residence as well as withdrawing from the University of Toronto (including all campuses), they shall be released from the financial obligations of the contract and instead be charged a $650.00 withdrawal fee.

**Service Charges**
If not paid in full, any outstanding balance is subject to a monthly service charge of 1.5% per month compounded (19.56% per annum) assessed as of the 15th of every month. Outstanding
charges from prior sessions are subject to a service charge as of the 15th of every month until paid in full. For details, refer to www.fees.utoronto.ca.

Residence Access
The Director, Student Housing & Residence Life or their designate has the right to authorize access to houses and/or bedrooms:
   a) With notice to inspect and/or implement repairs where health, safety, and maintenance are concerned
   b) Without notice in the event of an emergency or perceived emergency including the state of health, safety, or maintenance
Student Housing & Residence Life respects the privacy of residents. In the event that the decision is made to access a private space assigned to or occupied by a resident it is in order to promote safety, to protect the rights of others, to uphold the Code of Student Conduct, the Residence Community Standards, or to protect the property of the University.

Notification of Emergency Contact
The resident will allow the University to contact the Resident’s parents or next of kin in case of emergency or in cases where resident behavior 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.

Construction, Maintenance, and Renovations
There are maintenance, renovation, and construction projects that take place in residence and in close proximity to residence. Work takes place during regular business hours, but may begin earlier or extend into the evenings or weekends. Student Housing & Residence Life communicates with project managers in order for construction practices to consider the academic timeline; however there may be noise, dust, and temporary interruption of some services, etc. Ongoing construction, renovation or maintenance projects will continue through midterm and final examination periods. Consistent with other universities practices there will be no compensation or reduction of residence fees due to disruption.

Pest Outbreaks
Residents will contact Student housing & Residence Life immediately if a pest infestation is suspected. The department of Student Housing & Residence Life will take actions to investigate and if the presence of pests is confirmed, it may involve a professionally licensed pest control company to treat the problem. The resident’s cooperation and active participation in dealing with the treatment will be required including, but not limited to, general cleanliness, laundering linen and clothing, and moving personal belongings in order to provide access to steam clean carpets. No refund or reduction of fees will occur. Non-compliance with these protocols may result in additional charges as determined by Student Housing & Residence Life.

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

**Condonation of Breach not a Waiver**

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

**Headings**

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

**Residential Tenancies Act Exemption**

Residence at the University of Toronto Scarborough is fully exempt from the Ontario Residential Tenancies’ Act as per the criteria met in Section 5(g) of the Act, and thus all terms and conditions in the Agreement are binding.

**Electronic Submission of Agreement**

Electronic/online submission of the Agreement constitutes acceptance of the terms and conditions stated therein. Electronic/online submission of the Agreement indicates that the student (and parent or guardian if the student is under the age of 16) has read and understood the Residence Agreement in its entirety.