Residence Agreement 2019-2020

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 their obligations. Online submission constitutes as mutual covenants to the conditions outlined in the Agreement.

**Student Status, Eligibility and Conditions**

Only full-time University of Toronto Scarborough students who are enrolled in a minimum of 3.0 full time course equivalents (FCEs), with a minimum of 3 courses in each of the Fall and Winter semesters, or comparable course load in a registered faculty, in good academic standing are eligible to reside in the University of Toronto Scarborough Residences. Residents who withdraw from the University or drop below full-time status, or below 3 courses in either the Fall or Winter semesters, are required to inform Student Housing & Residence Life immediately. The University reserves the right to check the academic status of students to confirm their eligibility for residence as required.

The resident will not sublet their room or townhouse or permit additional occupants in the room, townhouse or apartment.

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
- Policy on Sexual Violence & Sexual Harassment
- The University of Toronto Scarborough Computing and Network Access Agreement
- Federal laws
- Ontario laws including, but not limited to, liquor laws
- Municipal by-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 their assigned room free of undue interference from residents or guests
2. Respect of their personal property
3. Live in a clean environment
4. Free access to their 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 their 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, substances, smoking, fire safety, and community safety
10. Be free from discrimination on the basis of age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed (religion), disability, family status, marital status, gender identity, gender expression, sex, sexual orientation and receipt of public assistance
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. Respond and interact with student, administrative, and facilities staff members of Student Housing & Residence Life, the Residence Life Team, and the University
5. Cooperate with residence procedures and investigations
6. Recognize the responsibilities and duties of the Scarborough Campus 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 and Policy on Sexual Violence and Sexual Harassment
10. Maintain an acceptable level of cleanliness in all common and private areas of residence. **Standards are found in the Residence Guide.**

Each resident must respect the rights of other residents.

**Termination of Residence Contract**

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

a) The University may at its option terminate this licence upon the happening of any of the following events:
   i. material breach by the Resident of any other provision of this agreement, or the Rules and Regulations as published from time to time; or
   ii. any event whereby the Resident ceases to be a registered student with a full-time enrolment status at the University of Toronto, including but not limited to the suspension or expulsion of the Resident from studies during the academic session.

b) In the event that the University exercises its option to terminate this licence, the University or its designated official shall give written notice of such termination to the Resident which shall specify the effective date of the termination, which shall be not less than three days following the giving of the notice (the "Effective Date of Termination"). The notice may be hand or electronically delivered to the Room or affixed to the door of the Room, addressed to the Resident.

c) Notwithstanding paragraph (b), under exceptional circumstances, the University reserves the right, to be exercised by the Director or Manager acting reasonably, to give written notice of termination of this licence not less than 24 hours before the effective date of termination.

d) Notwithstanding the early termination of this licence, the Resident shall be liable for payment of the full amount of the Occupancy Fee, whether or not the Room is re-occupied or the Residence is filled.

e) In all other circumstances, the License terminates automatically at the date specified in the Agreement.

**Appeals of Disciplinary Sanctions**

Appeals against a decision made by the Manager, Residence Life, or a designate acting under the Manager’s authority, must be made in writing within 5 calendar days’ notice of a sanction.

Sanctions levied on the resident will remain in effect throughout the appeal process.
a) An appeal may only be brought on one or more of the following grounds:
   • New information has become available that may change the outcome of the sanction.
   • The given sanction is too severe considering the infraction/behaviour. Please note that sanctions given that are within the stated guidelines in the Residence Guide may not be appealed as being too severe.
   • The proper disciplinary process was not followed AND this may have impacted the decision reached.

b) If there is jurisdiction to make an appeal, the appellant may submit with the appeal, documentary evidence in support of the appeal.

c) The appeal shall be determined on the basis of material filed in relation to the relevant University policies, the Residence Agreement and any other relevant standards, as well as the factual history of the matter. There is no oral hearing.

d) Sanctions levied on the resident will remain in effect throughout the appeal process.

e) In the case of an appeal of the termination of the Residence Agreement with a sanction of expulsion from the residence, the Residence Office may attempt to find other, temporary accommodation for the resident.

f) The Director’s decision is considered final and is not subject to further appeal or review.

**Smoking**

Smoking and smoking-related activities (including, but not limited to, cigarettes, vaping, e-cigarettes, hookahs or other smoking devices) are not permitted anywhere inside the residences, including but not limited to the residents’ room, common rooms, and immediate surrounding areas. Outdoors, smoking is not permitted except in areas designated by the University.

**Controlled Substances**

Controlled substances, such as cannabis, cannot be used or stored in common areas. Cannabis plants cannot be grown in a townhouse or apartment.

**Changing of Locks**

The Resident will not under any circumstances tamper with or change the lock or add a lock, locks or other security device to the door of the Room, the Townhouse or the Suite.

**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 https://starportal.utoronto.ca.

Residents will leave the townhouse/apartment at the end of the Agreement in the same condition as when they 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. Residents are advised to arrange their own fire and theft insurance to cover loss or damage to personal belongings, as well as carry adequate liability insurance. 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 a First Year Student, residence check-in day is **Saturday, August 31, 2019** and checkout day is **Saturday, April 25, 2020**. Students must make travel arrangements accordingly.

Residents planning to arrive after the indicated check-in date must notify Student Housing & Residence Life by email by Friday, August 16, 2019. 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.
Winter Break Closure for Residence at the University of Toronto Scarborough

The University is closed from Sunday, December 22, 2019 to Sunday, January 5, 2020. The resident is required to vacate the room during the closure but may leave their belongings behind. The resident is expected to secure alternate accommodation during this period. Students who do not request housing during the closure will not have access to the residences from Sunday, December 22, 2019 to Saturday, January 4, 2020 inclusive. Students may return to residence after 9:00am on Sunday, January 5, 2020.

Any student wishing to stay in the Residence for all or part of the Winter Break closure is required to submit an application to Student Housing & Residence Life and will be charged $275.00. During the closure period the University is closed and services will be limited; food services are closed, there are no IT services, the Reception & Services Desk is closed, and there are minimal staff on-site. Applications for Holiday Stay Program will be available by October 7, 2019 and the submission deadline is November 15, 2019. Permission to remain in the residences during this time period is subject to approval and should not be considered automatic.

Room Assignment
After Student Housing & Residence Life receives the confirmed Residence Agreement and deposit, it will advise the student of their housing assignment (notification will be sent via email in mid-August 2019). 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: https://utsc.utoronto.ca/residences/fees

Residence fees and tuition fees are posted to your Student Account on the Accessible Campus Online Resource Network (ACORN). Fee payments (other than residence deposits) must be made to the student account. Fees are posted to the student account in mid-August. Fall Semester fees are due by September 30, 2019, and Winter Semester fees are due by November 30, 2019. All outstanding fees and charges are subject to a service charge.

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 Saturday, August 31, 2019 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 Saturday, August 31, 2019 will be responsible for the Residence Agreement Fees for the session for which they were registered, as set out in the Withdrawal Chart 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 Reception & Services 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 available on the Student Housing & Residence Life website.

If a resident is withdrawing from residence as well as withdrawing from the University of Toronto (including all campuses), they shall be released from future financial obligations of the contract. They will instead be charged for the time spent in residence (calculated at the nightly rate), as well as a $650.00 withdrawal fee.

Adjustments to the student account are applied only once the student has fully moved out of residence and returned their keys to the Student Housing & Residence Life office using the Express Check out Envelope.

**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.

**Staff entering room or suite/Accessing a student room**

The Residence Staff, which include, but are not limited to the Director or the Director’s designate, Residence Advisors and Facilities staff shall be permitted to enter houses/suites and/or bedrooms during daylight hours upon giving reasonable notice to the Resident; and at regular intervals if such intervals are previously announced to the residents; and/or at any time, and without notice, in the event of an emergency or perceived emergency, or a disturbance or breach or suspected breach of the University of Toronto Scarborough Residence Community Standards, in order to examine the state of the house/suites and/or bedroom, including the state of sanitation, safety and repair thereof, and to make such repairs, changes
or improvements to the house/suite and/or bedroom and its furnishings as the University may deem necessary or desirable, as well as to take such steps as are deemed necessary for the safety of residents.

**Notification of Emergency Contact**
The resident will allow the University to contact the identified Emergency Contact 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.

**Bedbug and Pest Outbreaks**
Residential buildings are occasionally subject to pest outbreaks, including but not limited to, bedbugs. If a pest outbreak is suspected, residents are required to immediately contact Residence Administration so an inspection can be arranged. If the presence of pests is confirmed, residents will be required to actively participate in the treatment by following the directives of the University and/or professional Pest Control workers. To reduce the likelihood of spreading pests to unaffected areas, residents will typically not be relocated to a new room. No refund or reduction of fees will be issued to those who are inconvenienced by pest inspection or remediation processes.

**Non-Reduction of Fees**
It is agreed that there shall be no reduction of the residence fees 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-observances 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.