

# OCCUPANCY AGREEMENT



Chestnut  
RESIDENCE

## CHESTNUT RESIDENCE OCCUPANCY AGREEMENT

### 2020-2021 Chestnut Residence Occupancy Agreement

In consideration of the mutual covenants contained herein, THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO (the "University") and the "Resident" agree as follows:

#### 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 5.0 to 5.12 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

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 residents to occupy their rooms on Sunday, September 6, 2020. All residents must occupy their rooms by midnight on September 13, 2020, in order to avoid forfeiture of the room assignment. If a resident does not pick up their keys and occupy their room by midnight on September 13, 2020, it will be assumed that the resident is cancelling their space in residence. Their reservation, occupancy agreement, and deposit are automatically forfeited and cancelled, and the University may license the Room to another resident forthwith without notice. Please refer to sections 4.0 to 4.5 of this Agreement for additional information regarding cancellations.

Should the student be arriving after Sunday, September 13, 2020, the student should notify the Residence Life Office as soon as possible.

##### 1.2 Occupancy End Dates

The occupancy period covered by this Agreement ends at 12:00 p.m. (noon) EST 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 48 hours after their final exam, or by 12:00 p.m. (noon) EST on the May 1, 2021 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.

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### 1.5 Winter Break Closure & Service Reduction

The University is closed from 12:00 p.m. (noon) EST on Wednesday, December 23, 2020 through until 8:00 a.m. EST on Sunday, January 3, 2021 (hereinafter called the “Winter Break”). As such, the Resident is required to vacate the premises by no later than 48 hours after the Resident’s last December exam, or by no later than 12:00 p.m. (noon) 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 8:00 a.m. EST on Sunday, January 3, 2021.

Accommodations during this period may be made available to residents with extenuating circumstances (e.g. international students, out of province students, etc.). A resident may apply to remain in residence during this period by submitting a request using the appropriate form (hereinafter called the “Winter Break Application”) before Tuesday, December 1, 2020. Such requests will be considered and determined by the Dean and/or their designate in their sole and absolute discretion. Approval should not be considered automatic. The Winter Break Closure costs \$400 CAD. Requests received after Tuesday, December 1, 2020 will be subject to a late fee of \$50.

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, IT 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.

## ROOM & WAITLIST ASSIGNMENTS

### 2.0 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 bathroom and living space.

### 2.1 Room Assignment

Residents will have the ability to select their room using the Room Selection tool. In cases where this tool is not used, the Resident will be assigned a room based on the Offer Room Type by the Dean or Dean’s designate. Room assignments are subject to change at staff discretion. Room types are not guaranteed, however, and should not be considered exclusive to particular applicant categories.

During the application process, first year applicants will have the opportunity to indicate whether they wish to have a roommate and the roommate request must be mutually confirmed. The Residence Life Office cannot guarantee roommate preferences will be met.

Applicants who are eligible to live on a restricted Themed Floor will have access to select from these spaces through on-line selection. Spaces are limited on designated floors.

If applicants have not selected their room space by the deadline in their email, one will be selected for them.

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### 2.2 Gender Inclusive Arrangements

Diversity is an important part of the cultural landscape at the University, and Chestnut Residence considers gender diversity to be an important aspect of this. Chestnut Residence 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 Residence 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. Where applicable residents who are assigned to roommates will be assigned to roommates of the same gender. Indicating interest in a mixed gender unit does not guarantee placement in such a unit.

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 [chestnut.residence@utoronto.ca](mailto:chestnut.residence@utoronto.ca)

### 2.3 Reassignment

Residents may be reassigned at any time if, in the sole opinion of the Dean or Dean designate, 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 bed is not permitted to be used. See Section 2.5 for information and reprimands related to subletting.

### 2.4 Double Room Upgrade

If the restrictions implemented during Covid-19 are lifted later in the Academic year, those Residents who are residing in a Double Room may be required to have a roommate to help accommodate the demand of those students who are first year students with the housing guarantee, who are coming to campus for the Winter Term. Residents will be given a credit on their ACORN account as per the Double Room rate to reflect that they will be sharing their space.

### 2.5 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(s) with the Residence Life Office 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 2.5, the Resident will be evicted from the premises forthwith.

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### CANCELLATION, WITHDRAWAL OR TERMINATION OF OCCUPANCY

#### 3.0 Decline or No Response to Offer

If an applicant is offered a room in residence and declines that offer or does not respond by the specified deadline, their application will be cancelled and the applicant's guarantee (if applicable) shall be forfeited.

#### 3.1 Cancellation Prior to Occupancy

If the Resident elects to withdraw from Residence or from their program of study after acceptance of their residence offer, the Resident shall give the Dean notice, by sending an email to [chestnut.residence@utoronto.ca](mailto:chestnut.residence@utoronto.ca) with their name and student number and **indicate** their intention to withdraw.

If after accepting an offer of residence a student decides that they no longer wish to live in residence they are encouraged to notify the Residence Life Office immediately. The Residence Life Office is not notified by Registrar staff if a student withdraws from their program; students are responsible for communicating their registration status or changes to it to the Residence Life Office.

Notification of Cancellation	Refund and/or Cancellation Fee
On or before July 31, 2020	\$600 (1 <sup>st</sup> deposit) refunded
August 1, 2020 – August 29 <sup>th</sup> , 2020 (move-in)	\$2000 (1 <sup>st</sup> and 2 <sup>nd</sup> deposit) non-refundable
August 29, 2020 – September 12, 2020	No deposit refund (\$2000) + cancellation fee (\$500)
On or after September 13, 2020	No deposit refund (\$2000) + cancellation fee (\$1500)

#### 3.2 Early Withdrawal from Occupancy by Resident

If the Resident elects to withdraw from the Residence or from their program of study during the Occupancy Period, the Resident shall give the Dean notice, by way of the **Withdrawal Notice Form**, their intention to withdraw.

If the Date of Withdrawal occurs before February 1, 2021 the Resident shall be liable for payment of the **Residence Fees up to the Date of Departure plus a Departure Fee** as set out below.

Departure Date	Departure Fee
September 1 – November 30	\$1500
December 1 – January 31	\$2000

If the departure date occurs after February 1, 2021, the Resident shall be liable for the full payment of the residence fees (the "Occupancy Fee" which includes room and board) and shall not be entitled to a refund of any part thereof, whether or not the Room is re-occupied, or the Residence is filled.

#### 3.3 Termination of Occupancy and Resident Eviction

(a) The University may at its option terminate this license upon the happening of any of the following

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events:

- I. Non-payment by the Resident of any amount due to the University;
  - II. Breach by the Resident of any other provision of this agreement or the **Chestnut Residence Community Standards** as published from time-to-time; or
  - III. 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.
  - IV. In accordance with Section 8.2.
- (b) In the event that the University exercises its option to terminate this license, 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 Resident or affixed to the door of the Room, addressed to the Resident.
- (c) Notwithstanding paragraph (b), under exceptional circumstances, including the occurrence of an "Emergency" as defined in Section 8.2, the University reserves the right, to be exercised by the Dean, to give written notice of termination of this license not less than 24 hours before the effective date of termination.
- (d) Notwithstanding the early termination of this license, the Resident shall at the option of the University be liable for payment of the full amount of the Residence Fees, 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.

### RESIDENCE FEES

#### 4.0 Total Fees

The Resident agrees to pay to the University the Residence Fees described in the section 4.5 Residence Fees Schedule. **All residents are required to purchase a meal plan following their offer of residence.** Students are expected to monitor their financial accounts on ACORN.

#### 4.1 Deposit and Payment Deadlines

As part of the online housing application process, you have paid a combined total of \$2000.00 non-refundable deposits. Upon taking occupancy, this deposit will be credited towards the Resident's total Residence Fees balance.

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

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### 4.2 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 15<sup>th</sup> of every month until paid in full.

Failure to pay Residence 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.

### 4.3 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 or discomfort arising from the interruption or curtailment howsoever caused, of any accommodation, facility, or service agreed to be furnished by the University. This includes ongoing modernization and maintenance work being done in the premises which may create noise in the residence building.

### 4.4 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 6.2 of this Agreement.

### 4.5 Residence Fee Schedule

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

		DEPOSIT # 1	DEPOSIT # 2	INSTALMENT # 1	INSTALMENT # 2	
PAYMENT DEADLINE:		JUNE 19*	JULY 31*	SEPTEMBER 30	NOVEMBER 30	
ROOM TYPE & MEAL PLAN		↓	↓	↓	↓	TOTAL
S I N G L E	STANDARD MEAL PLAN	\$600	\$1400	\$8187.61	\$10,187.61	\$20,375.22
	LITE MEAL PLAN	\$600	\$1400	\$7865.11	\$9865.11	\$19,730.22
**D O U B L E	STANDARD MEAL PLAN	\$600	\$1400	\$6677.11	\$8677.11	\$17,354.22
	LITE MEAL PLAN	\$600	\$1400	\$6354.61	\$8354.61	\$16,709.22

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### FACILITIES

#### 5.0 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. The Resident agrees to not make any alterations, additions, or change in any way to the premises.

#### 5.1 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 bathroom and living space.

#### 5.2 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, kitchenettes, laundry rooms, and hallways (hereinafter called the "Common Areas"). The Residence Life Office 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.

#### 5.3 Access & Entry

The Resident must produce their room key card for inspection by Security upon entering Chestnut Residence.

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 the Residence Life Office or other emergency or police personnel may enter any room in the residence without notice where there exists reasonable grounds to believe that there is an emergency situation or evidence of criminal activity within the room.

If the Residence is unable to contact the Resident by way of email or phone, for reasons/concerns that may be administrative, behavioural, or urgent, the Residence may temporarily "block" access of the room through the electronic key card of the Resident. Upon the Resident communicating with Residence Staff (Security or Residence Office) the room will be "un-blocked" for the Resident.

The Resident will not, under any circumstances, tamper with or change the lock, or add a lock(s) or other security devices to the door of the Room.

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### 5.4 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.

### 5.5 Residence Check-In/Out

Upon arrival, the Residence will receive notification to complete the Room Inventory Form to indicate whether or not, upon occupancy, the contents and fabric of the Room are as described in the Form. The Resident will ensure that all furniture received is in the Room before the Room is vacated and will be liable for the cost of replacing any missing items. 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 the Residence Life Office for the purpose of comparison to the check-out inspection at the end of the Resident's term.

Upon departure, the Resident must complete the check-out process. 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, with all of the Resident's possessions removed from the Room. The Resident will return their room key, mailbox key, and laundry card and internet equipment to the Front Desk. The student will make an appointment with their Don to check-out of the room. The Don and Resident will complete an inspection of the room, and then attend the Front Desk to complete the check-out process. Abandonment of the residence room does not constitute a check-out of a room and may be subject to penalties. 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 6.4 of this Agreement.

### 5.6 Winter Break Inspections

The Residence Life Office 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.

### 5.7 Addressing Facilities Concerns Promptly

The Resident agrees to notify the Residence Life Office 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 6.4 of this Agreement.

### 5.8 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 6.4 of this Agreement.

### 5.9 Items Left Behind

Any items left behind will be deemed to have been abandoned by the Resident. The Residence Life Office 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 the Residence Life Office. This includes items confiscated and temporarily held by the Residence Life Office. The Residence Life Office 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 the Residence Life Office for any costs,

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damages, or other expenses arising out of, or in any way connected with, the disposal of items left behind by the Resident.

### 5.10 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 6.4 of this Agreement. Residents are also required to participate in room checks each semester as outlined in the Residence Handbook.

### 5.11 Renovations and Construction

The University and Residence Life Office are continually engaged in construction and renovation projects for our university community and residence buildings. If needed, you will receive additional communication from the Residence Life Office or from campus facilities about projects impacting students, faculty, and staff. The University is not responsible for construction noise or disruptions associated with the construction sites.

### 5.12 Pest Control Policy

Residential buildings are occasionally subject to pest outbreaks, including but not limited to, bed bugs. If a pest outbreak is suspected, Residents are required to immediately contact the Residence Life Office so an inspection can be arranged. Failure to notify or take immediate action regarding maintenance and pest control issues may result in the Resident being charged for damages, repairs, and services. 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. This may include room preparation, clothes laundering, and leaving the premises for a period of time. To reduce the likelihood of spreading pests to unaffected areas, Residents will 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.

## RESIDENT CONDUCT AND COMMUNITY STANDARDS

### 6.0 Documents Governing Conditions, Guidelines & Policies

The Resident will:

1. comply fully with the University of Toronto Code of Student Conduct and the **Chestnut Residence Community Standards**, which includes the non-smoking policy and the guest policy and enforce compliance with the same at all times by their guests;
2. comply with the rules and regulations that govern meals plans as outlined in the **Chestnut Dining Handbook**
3. comply with the Chestnut Residence Network Usage Agreement
4. comply with the Chestnut Residence Roommate Communication Plan, as created and amended with the Resident's roommate and Residence Don
5. respect and abide by the decisions of the Dean made pursuant to this agreement, the Chestnut Residence Community Standards and the Chestnut Residence Network Usage Agreement as published or modified from time to time
6. The Resident also agrees to abide by all other applicable University and department policies and all municipal, provincial, and federal laws.

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7. These policies and procedures apply to the Resident's occupancy on campus and during sponsored residence events and activities.

This agreement and the schedules located at <http://www.chestnut.utoronto.ca/home/student-residence/rights-responsibilities/> constitute the entire agreement between the parties and there are no representations, warranties, collateral agreements or conditions affecting the Room or this agreement except as expressed herein and except for the Regulations and Practices and Chestnut Residence Network Usage Agreement, as amended from time to time.

### 6.1 Commercial Activity Prohibited

Residents are not permitted to engage in any commercial activity on the premises without written permission from The Residence Life Office, which permission may be unreasonably or arbitrarily withheld.

## PRIVACY & COMMUNICATION

### 7.0 Privacy

The University of Toronto respects your privacy. Personal information that you provide to the University (and to Chestnut Residence) is collected pursuant to section 2(14) of the University of Toronto Act, 1971. It is collected because it is necessary for the proper administration of Chestnut Residence, including (but not limited to) the management of applications, admissions, eligibility, room assignments, billing, and notification of programs and services. At all times

it will be protected in accordance with the Freedom of Information and Protection of Privacy Act. If you have questions, please refer to [www.utoronto.ca/privacy](http://www.utoronto.ca/privacy) or contact the Dean, Chestnut Residence, 89 Chestnut Street, Toronto, Ontario, M5G 1R1.

Interactions with Chestnut Residence staff may be recorded for informational purposes and is subject to FIPPA policies.

### 7.1 Communication

Communications from the Residence Life Office will only be sent to the student's active email account as registered on ACORN as of the Resident's occupancy start date. Official communication will only be delivered via utoronto email or through StarRez portal. The Resident is responsible for ensuring that all University electronic message communication sent is received and read. The Residence Life Office communicates collectively with Residents through the use of the community listserv, website, and other channels as appropriate.

### 7.2 Notifying Emergency Contact

Residents 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).

### 7.3 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.

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### 7.4 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.

### 7.5 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.

### 7.6 Providing Notice to the Residence Life Office

Any notice required to be given to The Residence Life Office 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:

Chestnut Residence - Residence Life Office  
89 Chestnut Street  
Toronto, Ontario  
M5G 1R1, Canada

### 7.7 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 will be able to obtain a proof of residence form with the applicable personal information to provide to Elections officials in order to establish an accurate voter's list.

## GENERAL

### Designate

Without limiting the powers and authority of the Director of Ancillary Services, the Dean of Chestnut Residence and/or a person(s) specified by her/him in writing, is/are hereby designated as the representative(s) of Chestnut Residence for all purposes of the administration of this Agreement.

### 8.0 Indemnity & Personal Property

The University shall not be liable to the Resident for any damage to or loss or theft of personal property or for personal injury, including death, on Graduate House property save where the same is caused by the wilful or negligent act or omission of the University or those for whom the University is in law responsible. The Resident will indemnify the University and save it harmless from any and all liability in respect of any injury, loss or damage occasioned by any act or omission of the Resident, his guests, agents or invitees. **All residents are advised to carry adequate personal insurance to cover loss or damage to their belongings.**

### 8.1 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,

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including fires, floods, earthquakes, severe weather conditions, flu pandemic, intervention by civilian or military authorities, governmental legislation, or other unforeseen developments. The Residence Life Office reserves the right to require residents to immediately vacate their room or unit if a situation occurs in which safety measures are compromised. The Residence is under no obligation to provide the Resident with alternative housing or to provide compensation.

### 8.2

#### **Emergencies and other Unavoidable Events**

- a. An “Emergency” means a health emergency or other unavoidable event which is beyond the reasonable control of the University, which results in a situation in which the University determines in its sole discretion, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication, order or legislation from a public health authority or other authority having jurisdiction, or other information or advice deemed relevant by the University (“**Directives**”), that a Resident, employees of the University or other persons or invitees, are or may be exposed to imminent danger from a dangerous condition or situation, damage to the Residences, disease, virus or other biological or physical agents that may be detrimental to human health, while in the Residences.
- b. If an Emergency exists, the University may amend, supplement or otherwise enforce any rules or regulations in existence, may impose additional rules and regulations, and may impose restrictions to mitigate or minimize the effects of the Emergency. Without limiting the generality of the foregoing:
  - i. during an Emergency, the University shall be entitled to restrict or limit access to Residences to employees of the University only, and/or to prohibit entry by a Resident, visitors or invitees for a reasonable period of time during such event;
  - ii. notwithstanding that the University may have entered into an Occupancy Agreement with a Resident, the University shall have the right during an Emergency, to terminate such agreements prior to the commencement of the Occupancy Period, in order to comply with Directives or where the University determines that it will not be safe to operate Residences for a Fall and/or Winter Semester, and the University shall have no liability to a Resident as a result of such termination;
  - iii. the University shall be entitled during an Emergency to close all or any part of the Residences if it determines that it is not safe to continue to operate the Residences or certain parts thereof, in which case a Resident shall vacate the Room they occupy in accordance with the reasonable requirements of the University;
  - iv. the University shall be entitled, during such time as there is an Emergency to

## CHESTNUT RESIDENCE OCCUPANCY AGREEMENT

require all Residents to comply with reasonable measures imposed in respect thereof by the University, including health screening, the use of hand washing and other sanitation products directly related to the management of the health threat, attendance at mandatory training sessions, and the use of additional protective clothing by all Residents such as protective barriers, gloves and masks; and

- v. during an Emergency, the University shall also be entitled to specify specific modes of entry and exit from and to the Residences for Residents generally or Residents who may have a heightened risk of either exposure to a health threat or a heightened risk of transfer of unhealthy condition to other Residents, invitees or visitors in the Residences.
- c. Where an Emergency or any other restrictive governmental laws or regulations, fire, damage, or other unavoidable event which is beyond the control of the University, results in the closure of a Residences during the Occupancy Period, the University, in its sole and absolute discretion shall determine what, if , any fees shall be refunded to the Resident, having regard to the length of the closure, the nature of the event causing the closure and such other factors as the University deems appropriate in the circumstances.

### **8.3 Changes to Agreement**

The Resident agrees that changes may not be made to the terms of this Agreement without the prior written permission of the Residence Life Office.

### **8.4 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.

### **8.5 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.

### **8.6 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.

### **8.7 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.

## CHESTNUT RESIDENCE OCCUPANCY AGREEMENT

### 8.8 Entire Agreement

This Agreement, along with the Residence Handbook and its associated Rules, Regulations, Standards, and Schedules, constitute the entire Agreement between the parties and there is no representations, warranties, collateral agreements or conditions affecting the Room or this Agreement except as expressed herein and except for the Code of Student Conduct, the Rules & Regulations, and the University of Toronto Guideline on the Appropriate Use of Information and Communication Technology, as all amended from time to time. The Resident agrees that this Agreement supersedes and takes the place of any and all previous Agreements and representations of any kind, written or verbal, made previously.

### 8.9 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.

### 8.10 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 Residence Life Office. 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.

### 8.11 Residents Under the Age of 16

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

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.

### 8.12

#### Online Acceptance & Execution of Agreement

The terms of this agreement are deemed to be executed by the Resident and by the University as of the date and time attached to the Resident's secure electronic acceptance of the Chestnut Offer of Residence at <https://starportal.utoronto.ca>. A copy of this Agreement signed in electronic format (PDF or otherwise) shall be deemed to be an original.

#### 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, and I agree to be bound by all the terms, conditions, rules and regulations stated or incorporated by reference herein.

## CHESTNUT RESIDENCE OCCUPANCY AGREEMENT

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Name of Resident

Student Number

Resident Signature

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(Signature Required)

Name of Parent/Guardian

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(Print Name Here)

Parent/Guardian Signature

---

(Signature Required)

Date Signed (DD/MM/YYYY)

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