



IMPORTANT: This agreement contains provisions which create obligations for you and impose financial and other responsibilities should you fail to meet your commitment. Please read this agreement carefully.

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:

TERM & OCCUPATION OF ROOM

1.
 - a) The University grants the Resident a license to use and occupy a room (the "Room") in the residence located at 89 Chestnut Street, known as Chestnut Residence (the "Residence") for a period (the "Occupancy Period") commencing on **Saturday May 1st, 2021 and ending at NOON on Friday, August 27th, 2021 unless terminated earlier pursuant to the provisions of this agreement.**
 - b) The Resident will be assigned a room based on the Offer Room Type by the Dean or Dean's designate.
2. If the Resident does not take possession of and occupy the Room by midnight, Friday, May 7, 2021, the Room reservation and this license are automatically forfeited and cancelled, and the University may license the Room to another resident forthwith, without notice to the Resident.
3. The University will:
 - a. Provide the Resident with the furnishings listed in [Schedule "B"](#) (or a suitable substitute) until the Vacating Date; and
 - b. Maintain the Room and the Residence in a reasonable state of repair and fit for habitation.
4. The University reserves the right, to be exercised by the Dean acting reasonably, to substitute another room in the Residence for the Room at any time during the Occupancy Period, in which event the substituted room shall be deemed to be the Room for all purposes hereunder and the Resident shall forthwith move to that new Room.
5. Upon **arrival**, the Resident 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 in [Schedule "B"](#) will be in the Room before the Room is vacated and will be liable for the cost of replacing any missing items.
6. Upon **move out**, the Resident must complete the "**check out process**". The room must be left in a clean and orderly condition, with all of the Resident's possessions removed from the room. The Resident will return their room key and laundry card and any 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 a residence room does not constitute "check out" of a room.

RESIDENT RESPONSIBILITIES

7. The Resident will:
 - a. comply fully with the University of Toronto Code of Student Conduct, which includes the non-smoking policy;
 - b. comply with the rules and regulations that govern meals plans as outlined in the **Chestnut Dining Handbook**; and
 - c. respect and abide by the decisions of the Dean made pursuant to this agreement.
8. The Resident will not assign this agreement or sub-license the Room or any part thereof to any other person or otherwise part with the possession or occupation of the Room.
9. As a University of Toronto residence, the Chestnut Residence mandate for summer operations is to house student enrolled in a post-secondary education program.
10. The Residence communicates with the Resident through the email address located in the University of Toronto ROSI/ACORN database, or otherwise indicated on the residence application. The Resident will keep this email address up to date with the University of Toronto and Chestnut Residence.
11. 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 residence, including but not limited to the Resident's room, common rooms, and immediate surrounding areas. Outdoors, smoking is not permitted within 9 metres of any Residence entrance including the front entrance, and emergency exit doors. Please note that the University of Toronto is a smoke-free campus.

TERMINATION

12. Terms related to Termination:

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

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 Dean acting reasonably, to give written notice of termination of this licence no less than 24 hours before the effective date of termination.

d. Notwithstanding the early termination of this licence, the Resident shall at the option of the University 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.

13. a. In the event that the Resident elects to withdraw from the Residence during the Occupancy Period, the Resident shall give the Dean notice, by way of the **Withdrawal Notice Form**, their intention to withdraw. This form is located under the "Manage My Housing," tab on the Star Portal.

b. Written notice of early withdrawal must be submitted to the Residence Life Office a minimum of two **(2)** weeks prior to the Date of Withdrawal. The departure cost for withdrawing from residence is **\$600.00**. The Resident's refund will be calculated using a pro-rated system based on a weekly schedule.

If **after** accepting an offer of residence a student decides that they no longer wish to live in residence they are encouraged to notify us immediately. The following schedule applies for cancellation prior to move-in.

Notification of Cancellation	Refund
up to March 31st	\$600
April 1st-15th	\$300
April 16 th onwards	No Refund

- c. Any reassessment of fees, if applicable, will not be conducted until after the Resident has checked out with the front desk, following the check-out process. Abandonment of a residence room does not constitute “check out” of a room.

APPLICATION OF THE RESIDENTIAL TENANCIES ACT

- 14. In view of the nature of the living accommodation, and the arrangements under which it is administered, the Residential Tenancies Act, 2006 does not apply.

ROOM ACCESS, SECURITY, & EMERGENCY SITUATIONS

- 15. The Residence Staff, which include, but are not limited to the Dean or the Dean’s designate, and Facilities staff shall be permitted to enter the Room during daylight hours upon giving reasonable notice to the Resident; and at regular intervals if such intervals are previously announced to the residents; and at any time, and without notice, in the event of an emergency or perceived emergency, or a disturbance, in order to examine the state of the Room, including the state of sanitation, safety and repair thereof, and to make such repairs, changes or improvements to the Room 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.
- 16. The Resident will not under any circumstances tamper with or change the lock, or add a lock, locks or other security devices to the door(s) of the Room.
- 17. The Resident must produce his/her room key card for inspection by Security upon entrance of Chestnut Residence.
- 18. The Resident must sign in guests with the Residence through Front Desk/Security and accompany their guests within Chestnut Residence at all times.
- 19. 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.
- 20. Chestnut Residence reserves the right to contact the emergency contact/family member/guardian supplied on the Resident’s application in cases where the Dean/Dean’s designate believes there to be an urgent or emergency situation.

21. A state of emergency or other unforeseen developments (e.g. severe weather conditions, fire, leaks in City plumbing) may make normal residence operations difficult or impossible to sustain. The Residence reserves the right to require a Resident to vacate their room immediately if safety measures are compromised or on 48 hours written notice. Should an event of this nature happen, the Residence will be closed, and no access will be permitted. The Residence is under no obligation to provide the Resident with alternative housing, or to provide compensation.

BEDBUGS AND PESTS

22. 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 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.

LIMITATION OF LIABILITY AND INDEMNITY

23. It is agreed that there be no reduction of the Occupancy Fee 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. This includes ongoing modernization and maintenance work being done in the residence which may create noise in the residence building.
24. 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 the Residence 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, their guests, agents or invitees. **Students are strongly encouraged to secure their own contents insurance.**
25. The Resident will pay fees for their room and meal plan through ACORN if they are a registered University of Toronto student. Where this is not applicable, the Resident will make payments to Chestnut Residence, through the StarPortal prior to check-in. The amount due will be the stated amounts minus any credits that may have already been applied. Any balance due must be received in full by the University by the dates stated in your offer letter to avoid service charges on outstanding fees. Please note that if the first payment is not received by the stated deadline within your offer, it will be recognized as a forfeiture of the Residence Room and the residence space will be reallocated to the next eligible student. Paper invoices will only be mailed upon request. Students are expected to monitor their financial accounts on ACORN (www.rosi.utoronto.ca). An email notice will be sent to those with outstanding accounts using the University's UTOR email service; please ensure that you activate your UTOR email address.
 - a. Residents who selected a monthly stay will be charged a monthly rate for a 30-night stay. For those residents staying longer than a month but less than two, the Resident will be charged a weekly rate for stays on top of the initial monthly charge.

26. This agreement will not be executed by the University and will not be in effect until the Resident has signed the Occupancy Agreement and a deposit of \$600.00 has been received by the Dean by the deadline date indicated on the Offer Letter.
27. This agreement constitutes 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, as amended from time to time.