



2024-2025 CHESTNUT RESIDENCE OCCUPANCY AGREEMENT

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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 and 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, August 25, 2024. All residents must occupy their rooms by midnight on **September 3, 2024**, 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 3, 2024**, 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 3.1 and 3.2 of this Agreement for additional information regarding cancellations.

Should the student be arriving after Sunday, **September 3, 2024**, 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 no later than 48 hours after their final exam, or by 12:00 p.m. (noon) EST on **May 1, 2025**, 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 Occupancy

This Agreement is solely for the provision of accommodation for the term stipulated in Sections 1.1 and 1.2, and the Resident expressly agrees that this Agreement and the term of occupation set out herein shall terminate at the date and time set out in Section 1.2. This Agreement should not be expected to be renewed or continue beyond the dates outlined in Section 1.2, and the University makes no representations with respect to any such renewal or continuation of this Agreement. A resident may submit an application for subsequent terms, but such application is not guaranteed on the sole basis of previous occupancy in residence.

1.5 Student Status Requirements

Only full-time University of Toronto undergraduate students in good academic standing are eligible to reside at Chestnut Residence, unless alternate arrangements have been approved in writing by the Dean or their designate. Students must be enrolled in a minimum of 3 courses in each of the Fall and Winter semesters, or comparable course load as per the faculty in which the student is enrolled. Residents who withdraw from the University or drop below full-time status in either the Fall or Winter semesters, are required to inform the Chestnut Residence Life Office immediately.

1.6 Winter Break Closure & Service Reduction

The Residence is closed for the University of Toronto's Winter Break. All residents are expected to vacate their room no later than 48 hours after their last December exam, or by no later than **5:00 p.m. EST on December 23, 2024**. The residence will re-open on **Sunday, January 5, 2025 at 10:00 am EST**. Residents who wish to stay in the Residence for any part of the winter break must apply before the stated deadline and pay an additional fee. Applications for winter break accommodation will be available by early November. Permission to remain in Residence through the winter break is subject to the Dean's approval and should not be considered automatic.

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 a 24-hour quiet period for the duration of the Winter Break. As well, during this period some routine maintenance and other facilities work may take place.

1.7 Mandatory Sexual Violence Prevention Education Module

To foster safe and welcoming residence communities, all students living in residence are expected to complete a mandatory online sexual violence education and prevention training module (the "Module").



- a) **Completion before move-in.** As a condition of living in residence, students are expected to complete the Module prior to moving into the Residence.
- b) **Extension.** If the Resident is unable to complete the Module prior to move-in, the Resident will be permitted to move into the Residence on the condition that the Resident completes the Module within 14 days of their move-in date.
- c) **Termination:** The University reserves the right to terminate the Occupancy Agreement if the Resident does not comply with this requirement and upon exercising this right, the Resident will be required to vacate the Residence.
- d) **Additional information:** Questions or concerns about the Module may be directed to: the Dean of Residence & Director of Student Life or their designate. The University may consider requests for an exemption to the requirement, in its sole discretion, provided that the request is made by the Resident to the Dean of Residence & Director of Student Life or their designate. Exemption requests should be made as soon as practicable for the Resident but no later than 3 days prior to move-in date in order to provide the University with sufficient opportunity to review the request and to discuss with the Resident, if necessary

ROOM AND 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.

First Year students are expected to live in Double Rooms. During the application process, first year applicants will respond to profile questions which will assist our roommate module in making roommate suggestions. Students are also able to search for students who they may already know using this module. Applicants will only be able to see other students who have been made or accepted an offer from Chestnut Residence. After both students have paid their second deposit due on July 14, 2024, students who have a verified roommate match will be given access to choose their room through the portal. Applicants who are eligible to live on a Specialty 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.

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. 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 the Residence Life Office by email \(chestnut.residence@utoronto.ca\)](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 Conversion of Double Room to Single Occupancy

Residents who find themselves in double rooms without a roommate may be contacted by the Residence Life Office in late fall and given the option to convert the double room to single occupancy. The space would be treated as a single occupancy room for the remainder of the academic year. Residence fees would be converted to that of a single occupancy room and prorated to the date of the conversion. Residents that do not wish to convert their room should be prepared to accept a new roommate into their room at any time. We will do our best to give at least 48 hours notice.

The Residence Life Office reserves the right to approve or deny requests at its sole and absolute discretion. Residents cannot initiate a conversion after another resident has been offered or assigned to that room. The second set of furniture provided in the bedroom is not removed for a double room conversion.

2.5 Subletting Not Permitted

The Resident agrees that:

- a) 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
- b) 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 except according to the terms set forth in the Winter Break Bilinging Agreement, and with the written approval of the Chestnut Residence administration; 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.

CANCELLATION, WITHDRAWAL OR TERMINATION OF OCCUPANCY

3.0 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 [contacting the Residence Life Office by email \(chestnut.residence@utoronto.ca\)](mailto:chestnut.residence@utoronto.ca) with their name and student number and **indicate** their intention to withdraw.

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.

More information is outlined in the Fees Schedule Appendix.

First year students who pay their first deposit and subsequently elect to cancel their booking by July 14, 2024 will receive 50% of the first deposit refunded. After July 14, 2024, the full deposit is non-refundable.

Upper year students who pay their deposit and subsequently elect to cancel their booking on or before May 31, 2024 will receive 100% of their deposit refunded. Cancellations between June 1-July 14, 2024 will receive 50% of their deposit refunded. After July 14, 2024, the full deposit is non-refundable.

3.1 Early Withdrawal from Occupancy by Resident

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. [The withdrawal notice form is located under the “Manage My Housing,” tab on the StarRez Portal \(uoft.me/portalex\).](https://uoft.me/portalex)

| Notice Date | Vacating Date | Occupancy Fees |
|---------------------------|---|-----------------------------|
| Before August 22, 2024 | N/A | \$2,000.00 |
| Before September 30, 2024 | Between August 23- September 30, 2024 | 35% of room occupancy fees |
| Before October 31, 2024 | Between October 1-31, 2024 | 50% of room occupancy fees |
| Before November 30, 2024 | Between November 1-30, 2024 | 65% of room occupancy fees |
| Before November 30, 2024 | Between December 1, 2024 and closure for Winter Break | 70% of room occupancy fees |
| After December 1, 2024 | N/A | 100% of room occupancy fees |



A full withdrawal breakdown can be found in the Fees Schedule.

The “notice date” is the date upon which the request to cancel and/or withdraw is received. The notice date (see above for the Withdrawal Notice Form) must occur before the vacating date.

The “vacating date” is the date upon which the resident moves out of residence.

If the notice date is after December 1, 2024, the Resident shall be liable for the full payment of the residence fees and shall not be entitled to a refund of any part thereof, whether the Room is re-occupied, or the Residence is filled. The Meal Plan Terms and Conditions outline the withdrawal breakdown of the meal plan portion of the occupancy fee.

In the event that the Resident withdraws from residence after December 1, 2024 due to extenuating circumstances, they may submit an appeal by [contacting the Residence Life Office by email \(chestnut.residence@utoronto.ca\)](mailto:chestnut.residence@utoronto.ca) with their name and student number and **indicate** their intention to withdraw, move out date, and request for exemption.

3.2 Termination of Occupancy and Resident Eviction

- 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 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, Residents will have paid deposits. Upon taking occupancy, deposits 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, 2024. The payment deadline for the second installment, is November 30, 2024. 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 the [Student Accounts Website \(https://studentaccount.utoronto.ca/\)](https://studentaccount.utoronto.ca/).

4.2 Failure to Pay and Delinquent Accounts

The Resident will pay interest on any overdue payments based on the Fees Schedule of the University (<https://studentaccount.utoronto.ca/>)

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.

In addition to the terms set out in Section 1.1, contract dates and residence fees will not be adjusted for the following conditions including but not limited to:

- Program delivery changes (e.g., from in person to online); and
- Travel restrictions except for those that could not have been reasonably foreseen.

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 5.0 of this Agreement.

4.5 Residence Fee Schedule

Residence fees are displayed according to room type on the [Chestnut Residence website in the Fees section \(https://chestnut.utoronto.ca/prospective-residents/our-fees-2024-25/\)](https://chestnut.utoronto.ca/prospective-residents/our-fees-2024-25/).



Meal Plan fees are available on the Food Services website - [Meal Plans - Food Services at University of Toronto \(utoronto.ca\)](#)

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.

University staff, which include, but are not limited to the Dean or the Dean's designate, Dons, 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 previously announced to the residents, 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 Residence Community Standards, 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.

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.

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, which include but may not be limited to the terms as outlined in section 3.2. 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 5.0 of this Agreement.

5.6 Preventative Inspections

The Residence Life Office performs preventative maintenance in all rooms periodically. Rooms will be entered for the purpose of conducting repairs, closing windows, checking appliances or equipment, reducing heat, ensuring vacancy, inspecting the physical condition, ensuring compliance with applicable policies and ensuring the safety of the building and occupants. Residents will be notified.

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 [StarRez Portal work order program \(uoft.me/portalx\)](https://uoft.me/portalx). Failure to do so may result in associated costs for repair and replacement to be charged to the Resident as per section 5.0 of this Agreement.

5.8 Removing Items from the 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 5.0 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, 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 5.0 of this Agreement. Residents are also required to participate in room checks each semester.

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 Government 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 meal plans as outlined by Food Services. These include the Terms & Conditions as outlined by Food Services and posted on the [Chestnut Residence website in the Dining Hall, Meal Plans & Food Section](https://chestnut.utoronto.ca/about/dining-hall-meal-plans-food/) (<https://chestnut.utoronto.ca/about/dining-hall-meal-plans-food/>)
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.
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 on the [Chestnut Residence website in the the Resident Agreements section \(https://chestnut.utoronto.ca/current-residents/resident-agreements/\)](https://chestnut.utoronto.ca/current-residents/resident-agreements/) 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 the [Privacy Section on the University of Toronto website \(https://www.utoronto.ca/privacy\)](https://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.

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 in emergency situations.

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 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 email of such notice to the following email address chestnut.residence@utoronto.ca

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 Dean of Residence & Director of Student Life and/or a person(s) specified by them in writing, 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 Chestnut Residence property save where the same is caused by the willful 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, 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 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.



8.8 Entire Agreement

This Agreement, along with the Community Standards 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

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.



ONLINE ACCEPTANCE & EXECUTION OF AGREEMENT

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.

Name of Resident

Student Number

Resident Signature

(Signature Required)

Name of Parent/Guardian

(Print Name Here)

Parent/Guardian Signature

(Signature Required)

Date Signed (DD/MM/YYYY)



FEES SCHEDULE APPENDIX

Cancellation Prior to Occupancy

First-Year Students

| Payment | Amount | Deadline |
|-----------|--------|---------------|
| Deposit 1 | \$1000 | Upon offer |
| Deposit 2 | \$1000 | July 14, 2024 |

First year students who pay their first deposit and subsequently elect to cancel their booking by July 14, 2024 will receive 50% of the first deposit refunded. After July 14, 2024, the full deposit is non-refundable.

Upper-Year Students

| Payment | Amount | Deadline |
|---------|--------|------------|
| Deposit | \$2000 | Upon offer |

Upper year students who pay their deposit and subsequently elect to cancel their booking on or before May 31, 2024 will receive 100% of their deposit refunded. Cancellations between June 1-July 14, 2024 will receive 50% of their deposit refunded. After July 14, 2024, the full deposit is non-refundable.

Withdrawal Breakdown

Please note this breakdown is only in reference to the room and Chestnut Residence Council portion of the occupancy fees. The Meal Plan Terms and Conditions outlines the withdrawal breakdown of the meal plan portion.

| Notice Date | Vacating Date | Room Fee | |
|---------------------------|---|-------------|-------------|
| | | Single | Double |
| Before August 22, 2024 | N/A | \$2,000.00 | \$2,000.00 |
| Before September 30, 2024 | Between August 23- September 30, 2024 | \$6,202.16 | \$5,012.16 |
| Before October 31, 2024 | Between October 1-31, 2024 | \$8,856.11 | \$7,156.11 |
| Before November 30, 2024 | Between November 1-30, 2024 | \$11,510.06 | \$9,300.06 |
| Before November 30, 2024 | Between December 1, 2024 and closure for Winter Break | \$12,394.71 | \$10,014.71 |
| After December 1, 2024 | N/A | \$17,712.22 | \$14,312.22 |