

RESIDENCE OCCUPANCY AGREEMENT

In consideration of the mutual covenants contained herein the Governing Council of the University of Toronto (the "University") and the resident (the "Resident") agree as follows:

1. It is understood by the Resident that the residence facilities of the University of Toronto (the "University") are intended to promote and enhance the academic and intellectual development of its residents, their personal growth, and their involvement in campus life, and that accordingly, the atmosphere, environment, and behaviour in the Residence shall be conducive to and consistent with the achievement of these purposes.
2. Students enrolled at the University of Toronto, or another recognized post-secondary institution, in good academic standing are eligible to reside in the Residence, unless alternate arrangements have been approved in writing by the Dean of Residence (the "Dean") or their designate. Residents who withdraw from the University are required to immediately inform the Residence in writing. The Residence reserves the right to check the academic status of students to confirm eligibility for residence as required.
3. The Resident acknowledges that, during any prior stay at any residence at the University of Toronto, the Resident's Occupancy Agreement (or any contract that the place of accommodation uses as an agreement between them and the Resident, for the space provided to the Resident) was not terminated for any violation of its provisions, and further agrees that, in the event the Resident is evicted or their agreement is terminated for cause, the Residence reserves the right to notify other University of Toronto residences of such termination, including the grounds for the termination.

Period and Terms of Occupancy

4. The University grants to the Resident a license to occupy a room (the "Room") in the residence located at 89 Chestnut Street (the "Residence") for a period (the "Occupancy Period") commencing on [May 3, 2026 and ending at 12pm on August 23, 2026], unless extended later or terminated earlier pursuant to the provisions of this agreement. The last day of the Occupancy Period or the Effective Date of Termination under section 16 is herein called the "Vacating Date".
5. Residents who wish to occupy a room earlier or later than the Occupancy Period may request an extension. All such requests are subject to approval by the Residence, in its sole and absolute discretion. If approved, the Resident remains bound by the terms of this Agreement for the duration of the extension period. Extension fees will be charged at a prorated daily rate.
6. Acceptance of the terms and conditions of this Agreement constitutes a binding commitment by the Resident for the occupancy term as outlined in this Agreement. 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 4 of this Agreement, unless terminated earlier pursuant to the provisions of this Agreement. The Resident should not expect that this Agreement be renewed or extended beyond the term set out in this Agreement, and the University makes no

representations with respect to any such renewal or continuation of this Agreement beyond these dates. A Resident may apply for subsequent terms, but such application is not guaranteed on the sole basis of previous occupancy in residence.

7. The Resident shall take possession of the assigned Room and check in to residence before May 10, 2026. Failure to take possession of the Room, unless written notice of intent to take possession of the Room after this date is received, will be considered as termination by the Resident. Students who are accepted to Residence with an occupancy start date later than May 3, 2026 shall take possession of the assigned Room within 7 calendar days of the booking start date as noted in their letter of offer.

Room Assignments

8. The Room and Room Type shall be assigned to the Resident by the Dean or their designate. The University reserves the right, to be exercised by the Dean or their designate acting reasonably, to substitute another room in the Residence for the Room at any time during the Occupancy Period, and the substituted room shall be deemed to be the Room for all purposes hereunder.
9. The Resident shall use the assigned Room solely as a private dwelling space and shall be entitled to fair use of, and bear responsibility for, shared unit facilities (the “Shared Unit Facilities”). Shared Unit Facilities may include, but are not limited to, kitchens, washrooms, living rooms, and any other commons areas within the assigned unit or room that are designated for shared use by multiple residents. The Resident shall respect the rights of other occupants to these spaces and maintain them in a clean and orderly condition.
10. Residents requesting a room change must submit a written request to the Residence. Room changes are subject to availability and are granted at the discretion of the Dean or their designate. Submission of a request does not guarantee approval. If a room change is approved, a non-refundable administrative fee will apply.
11. To support an equitable and inclusive community, the Residence may request information from residents about their gender identity. Disclosure of this information is voluntary. Where possible, residents may indicate a preference for same-gender or mixed-gender housing. While the Residence will make reasonable efforts to accommodate mixed-gender housing requests, placement in such a unit is not guaranteed. If a mixed-gender assignment cannot be accommodated, the Residence will work with the Resident to determine an appropriate alternative.
12. The Resident will not assign this agreement or sub-license the Room or any part thereof to another or otherwise part with the possession or occupancy of the Room or Shared Unit Facilities. The Resident will not use the premises or permit them to be used, for anything other than as a residential accommodation for one person. 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 occupant(s) registered with the Residence. 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, the Resident will be evicted from the Residence forthwith.

Cancellation, Withdrawal or Termination of Occupancy

13. In the event that the Resident elects to cancel and/or withdraw from the Residence, the Resident shall give the Residence written notice by emailing chestnut.residence@utoronto.ca. The financial implications of cancellation and/or withdrawal from the Residence are included in Appendix A of this Agreement.
14. With regard to termination of this Agreement:
- 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 Residence Community Standards as published from time to time;
 - iii. any event whereby the Resident ceases to be a registered student at the University of Toronto or another recognized post-secondary institution, including but not limited to the suspension or expulsion of the Resident from studies during the academic session.
 - iv. in accordance with Section 45.
 - 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 45, 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.

Residence Fees

15. The Resident will pay the Occupancy Fee as specified in Appendix A and any additional fees prescribed herein, including any Residence Council membership fees. The Resident agrees to pay to the University any charges and/or fees that they incur as a result of the provisions contained within this agreement, including but not limited to service charges on any overdue payments at the rate published in the "Fees Schedule" of the University.
16. University of Toronto students will have their Occupancy Fees and any additional charges and/or fees incurred as a result of the provisions contained within this Agreement posted on their ACORN account. Any deposits paid will be applied as a credit towards the Occupancy Fee. Residents are expected to pay the Occupancy Fee according to the deadlines prescribed in Appendix A of this Agreement.

17. Residents enrolled at post-secondary institutions other than the University of Toronto shall pay all fees using the payment method specified by the University, in accordance with the payment schedule set out in Appendix A.
18. It is agreed that there shall 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 howsoever caused, of any accommodation, facility, or service agreed to be furnished by the University, except, in cases of gross negligence or suspension of service.

Residence Facilities

19. The Resident will complete a Room Inventory Form and submit it to the Residence if, on occupancy, the contents or fabric of the Room are not as described in the Room Inventory Form.
20. The Resident will report any damage to the Room, Shared Unit Facilities, or the Residence to the Residence immediately and will pay for the repair of any damage to the Room, Shared Unit Facilities, or the Residence or the furnishings thereof caused by the Resident or the Resident's guests, normal wear and tear excepted, which repair shall be performed only by the University;
21. The Resident will ensure that all furnishings listed on the Room Inventory Form must not be moved from the Room, the Shared Unit Facilities, or the Residence without written permission from the Dean or their designate.
22. 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.
23. The Resident will be responsible for cleaning and restoring the Room and Shared Unit Facilities by the Vacating Date to the condition in which it was at the commencement of the Occupancy Period, normal wear and tear excepted, and will reimburse the University for the cost of cleaning and restoration upon failure of the Resident to maintain an ordinary state of cleanliness at any time during the Occupancy Period or to leave the Room and/or Shared Unit Facilities in a clean and restored condition on the Vacating Date.
24. All residents of a room or unit are jointly and severally responsible for any missing items, necessary cleaning, and damages to the Shared Unit Facilities within the room or unit. Additionally, all residents are jointly and severally responsible for missing items, required cleaning, or damages to areas accessible by all residents, including but not limited to lounges, stairwells, kitchens, laundry rooms, and hallways (herein referred to as the "Common Areas"). The Residence may, at its sole and absolute discretion, assign liability for missing items, cleaning, or damages in the Common Areas to residents of specific rooms, floors, or buildings.
25. The Resident shall receive one or more access keys for the Residence. The Resident shall return such keys to the University on or before the Vacating Date. The Resident will not duplicate or permit duplication or be in possession of a duplicate of the key, nor shall the Resident lend or give the key to anyone else. The Resident will be charged a fee for having a replacement key issued.



26. The University shall have a right to retain and use a key giving its representatives access to the Room for the purposes permitted hereunder or by law. The Resident shall not be in possession of a universal key or any other key pertaining to the Residence without the explicit permission of the Dean.
27. The Resident will not under any circumstances tamper with or change the lock or add a lock to the door of any room or space within the Residence.
28. Residence staff shall be permitted to enter the Room and/or Shared Unit Facilities during reasonable 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.
29. After the Vacating Date, the University shall have the right to enter the Room and change the locks without notice or liability to the Resident and without providing the Resident with a key for the new lock. The University has no responsibility for any possessions of the Resident or of any other person left in the Room, Shared Unit Facilities, of the Residence after the Vacating Date. The University has the absolute right to dispose of such possessions after the Vacating Date without any liability to account to the Resident therefore.
30. 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.
31. The Resident agrees to notify the Residence immediately of any damage to the premises throughout the Occupancy Period.
32. 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 section 4 of this Agreement or the Resident is subject to subsequent charges as per section 21 of this Agreement.
33. The Resident will maintain the Room and Shared Unit Facilities in a clean and wholesome condition and will not allow any refuse, garbage, or other objectionable material to accumulate. The Residence reserves the right to inspect the condition of the Room and Shared Unit Facilities from time to time to ensure compliance with these standards.
34. The Resident acknowledges that the Residence is located within a major urban centre, where noise, construction, local events, and other disturbances over which the University has no control. The University and Residence are continually engaged in construction and renovation projects for the benefit of the university community and residence buildings. These activities may result in noise or disruptions that could impact occupants of the building. The Resident understands that such disturbances, including any maintenance or renovations within the Residence, may necessitate limited access to the Room and/or Shared Unit Facilities. No refund or reduction of fees will be issued to residents inconvenienced by these disruptions, including construction noise or other related activities.



35. 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 the Residence 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/or 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. 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

36. The Resident acknowledges that a copy of the Residence Community Standards is attached to this agreement and that the Residence reserves the right to amend the Residence Community Standards and make any additional regulations or policies as the need arises. The Resident agrees that posting of the Residence Community Standards that is current for the time being in a prominent place in the Residence, or emailing the revised document to the Resident, shall be deemed sufficient notice thereof to the Resident. Furthermore, the Resident acknowledges that it is the Resident's responsibility to read and be familiar with this agreement and the Residence Community Standards.

37. The Resident will comply with:

- a. the University of Toronto Code of Student Conduct;
- b. the Residence Community Standards, as published from time to time;
- c. the terms and conditions as outlined in the Residence Meal Plan Agreement, if applicable;
- d. all other applicable University policies;
- e. all municipal, provincial, and federal laws.

38. 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.

General

39. Residents must provide the University with contact information for their parent(s)/guardian(s) or next of kin. This information will be used to contact the designated individual(s) in the event of an emergency, or if the Resident's behaviour is deemed a threat to their own safety, security, or well-being, or to that of others in the community. It may also be used if the Resident is incapacitated, regardless of their age. The Resident agrees not to object or hold the University liable for contacting their parent(s)/guardian(s) or next of kin under these circumstances.

40. The Resident agrees to allow the Residence and its employees to release the Resident's name and email address to the Resident's assigned roommate(s), if applicable, prior to the occupancy start date.



41. 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 email address or by way of posting such notice on the entry door to the Resident's room. Any notice required to be given to the Residence hereunder shall be emailed to chestnut.residence@utoronto.ca.
42. The University of Toronto respects your privacy. Personal information that you provide to the University (and the 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 Residence operations, 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 contact the Residence and/or the University's Freedom of Information and Protection of Privacy Office.
43. From time to time, the Dean may release limited resident information under controlled circumstances to approved third parties, for the specific purpose of facilitating resident voting in federal, provincial, municipal, or student society elections.
44. 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 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, their guests, agents or invitees. Residents are advised to carry adequate personal insurance to cover loss or damage to their belongings.
45. 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 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.
46. With respect to 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 (the "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, 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 Residence 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.
47. 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.

48. 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.
49. Words used herein in the plural number include the singular and vice versa.
50. 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.
51. This Agreement, along with the Meal Plan Agreement and Residence 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 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.
52. The Resident hereby acknowledges that the occupation of a room in the Residence 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.
53. The Resident is responsible for seeking out clarification of any information that the Resident does not understand in the Agreement and Residence Community Standards before the Resident signs the Agreement. Questions may be directed to the Residence. 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.
54. If the Resident is less than 18 years of age at the time of application, this Agreement must be printed, signed, and dated by both the Resident and their parent or legal guardian. The signed document should be submitted in its entirety (i.e., not only the last page) by email to the Residence. 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.



Residents Less than 18 Years Old at the Time of Application

Where the Resident is under the age of 18 years, this Agreement must be signed by the parent or legal guardian of the Resident. 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 fees.

Name of Parent/Guardian

(Print Name Here)

Parent/Guardian Signature

(Signature Required)

Date Signed (DD/MM/YYYY)

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

(Print Name Here)

Student Number

Resident Signature

(Signature Required)

Date Signed (DD/MM/YYYY)

APPENDIX A: FEE SCHEDULE

The Resident agrees to pay the Occupancy Fee to occupy a Room at the Residence prior to the payment deadlines outlined below. Residents will pay a service charge on any overdue payments at the rate published in the Fees Schedule of the University for charges in arrears.

Occupancy Fees

The Occupancy Fee is the sum of the Room and Meal Plan fees.

Room Type	Full Summer		Monthly Rate
	Early Bird Rate	Standard Rate	
Single	\$5,415	\$6,372	\$2,045
Double	\$3,328	\$3,913	\$1,576

* To be eligible for the Early Bird Rate, the Resident must have accepted their offer by March 31, 2026.

Meal Plan	Full Summer	Monthly Rate
Breakfast and Dinner	\$3,195	\$884.33

Payment Deadlines

Payment	Amount	Deadline
Deposit	\$1,000	Offer deadline
Remaining balance	Varies	7 days prior to occupancy

Deposit is due to be paid before the deadline stated in the Resident's Letter of Offer. Failure to pay deposit by deadline will result in the student's space in residence being forfeited.

Cancellation Prior to Occupancy Period

Students who cancel prior to their scheduled occupancy date will forfeit their deposit.

Cancellation and Early Withdrawal from Residence

Students who cancel before the beginning of the occupancy period will forfeit any paid deposit. If a Resident elects to cancel and/or withdraw from the Residence after the Occupancy Period has commenced, a reassessment of the Occupancy Fee will occur. The Occupancy Fee will be calculated using the Monthly Rate. An additional fee of \$1,000 will be applied as a penalty for early withdrawal.