

Summer 2023

# OCCUPANCY AGREEMENT

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**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 SUMMER 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 **Sunday, May 7th, 2023 and ending at 10 pm on Friday, August 25th, 2023 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, Saturday, May 13, 2023, 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. 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
  - 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 students 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 [StarPortal \(uoft.me/portalx\)](https://uoft.me/portalx).
- 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 **\$1000.00**. 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	\$1000
April 1st-15th	\$500
April 16 <sup>th</sup> 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. **All residents are advised to carry adequate personal insurance to cover loss or damage to their belongings.**
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](http://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 \$1000.00 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.



#### INDEMNITY & PERSONAL PROPERTY

28. 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.**

#### FORCE MAJEURE

29. 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.

#### EMERGENCIES AND OTHER UNAVOIDABLE EVENTS

30.

- 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.

#### CHANGES TO AGREEMENT

31. 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.

#### CONDONATION OF BREACH NOT A WAIVER

32. 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.

#### HEADINGS

33. 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.

#### GENDER/PLURAL

34. 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.

#### SEVERABILITY

35. 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.

#### ENTIRE AGREEMENT

36. 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.

#### APPLICATION OF RESIDENTIAL TENANCIES ACT

37. 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.

#### QUESTIONS TO BE ADDRESSED BEFORE SIGNING

38. 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.

#### RESIDENTS UNDER THE AGE OF 16

39. 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.