

CHESTNUT RESIDENCE ~ OCCUPANCY AGREEMENT

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

TERM & OCCUPATION OF ROOM

1.
 - a) The University grants the Resident a license to use and occupy a room (the "Room") in the residence located at 89 Chestnut Street, known as Chestnut Residence (the "Residence") for a period (the "Occupancy Period") commencing on **Sunday, September 3, 2017 for Double Rooms, or Monday, September 4, 2017 for Single Rooms and ending forty-eight (48) hours after the Resident's final spring examination or at NOON on May 1, 2018 whichever is the earlier date unless terminated earlier pursuant to the provisions of this agreement.**
 - b) The Residence is closed for the December Winter Break. All residents are expected to vacate their room no later than 48 hours after their final exam or by noon, on December 21, 2017, whichever date is earlier. The residence will re-open at 8 am, on Tuesday, January 2, 2018.
 - c) Any student wishing to stay in the Residence for all or part of the Winter Break Closure is required to submit an application to the Residence Life Office and will be charged \$400. During the winter break the University is closed and services will be limited; the dining hall is closed, there are no IT services, front desk services are limited, and there are minimal staff on-site. Applications for Winter Break residency will be available by October 11, 2017 and the submission deadline is December 4, 2017. Permission to remain in the residence during this time period is subject to the Dean's approval and should not be considered automatic.
 - d) Residents will have the ability to select their room using the online 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.
2. If the Resident does not take possession of and occupy the Room by midnight, Sunday, September 10, 2017, the Room reservation and this licence 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, 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 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 and the **Chestnut Residence Community Standards (Schedule "A")**, which includes the non-smoking policy and the guest policy and enforce compliance with the same at all times by their guests;
 - b. comply with the rules and regulations that govern meals plans as outlined in the **Chestnut Dining Handbook**
 - c. comply with the **Chestnut Residence Network Usage Agreement (Schedule "C")**
 - d. Comply with the Chestnut Residence Roommate Communication Plan, as created and amended with the Resident’s roommate and Residence Don.
 - e. 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 from time to time.
 - f. Acknowledge that the current Chestnut Residence Community Standards and the Chestnut Residence Network Usage Agreement are posted on the Chestnut Residence website.
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 is to house full time registered University of Toronto students in an academically supportive environment. The Resident will maintain full time status as a student at the University of Toronto. It is the responsibility of the Resident to notify the Residence Office if their academic status changes during their stay at Chestnut.
10. Only full-time University of Toronto students who are enrolled in a minimum of 3.0 FCEs, with a minimum of 3 courses in each of the Fall and Winter semesters, or comparable course load in a registered faculty, in good academic standing (*minimum cumulative grade point average of 1.5*) are eligible to reside in Chestnut Residence unless alternate arrangements have been approved in writing by the Dean of Residence. Residents who withdraw from the University or drop below full-time status, or below 3 courses in either the Fall or Winter semesters, are required to inform the Residence Life Office immediately. The Residence reserves the right to check the academic status of students to confirm their eligibility for residence as required.
11. The Residence communicates with the Resident through the email address located in the University of Toronto ROSI/ACORN database, and the voice mail system provided at Chestnut Residence. The Resident will keep this email address up to date with the University of Toronto and Chestnut Residence, and will set up their in-room voice mail system upon move-in.
12. 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 residents' 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.

TERMINATION

13. a. The University may at its option terminate this licence 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.
- 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 not 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.

14. a. In the event that the Resident elects to withdraw from the Residence or from their program of study during the Occupancy Period, the Resident shall give the Dean notice, by way of the **Withdrawal Notice Form**, of their intention to withdraw. In the event that the departure date occurs after February 1, 2018, the Resident shall be liable for the full payment of the residence fees (the "Occupancy Fee" which includes room and board) and shall not be entitled to a refund of any part thereof, whether or not the Room is reoccupied or the Residence is filled. In the event that the Date of Withdrawal occurs before February 1, 2018 the Resident shall be liable for payment of the Occupancy Fee up to the Date of Departure plus a Departure Fee as set out below.

b. Written notice of early withdrawal must be submitted to the Office of Residence and Student Life a minimum of two (2) weeks prior to the Date of Withdrawal. Failure to do so may result in a \$600 administrative fee.

Departure Date	
September 3- November 30	\$1500
December 1-January 31	\$2000

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 May 31	\$1000
June 1- August 1	\$500
August 2-15	No Refund
August 16- September 2	No Refund + \$500

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

APPLICATION OF THE RESIDENTIAL TENANCIES ACT

- As the living accommodation is provided by Chestnut Residence to its students or staff, all major questions relating to the living accommodations are decided after consultation with a council within the residence and, the living accommodations are not intended for year-round occupancy or living accommodation and do not contain their own self-contained bathroom and kitchen facilities, the residence is exempt from the Residential Tenancies Act, 2006 (RTA) based on S. 5 (g) of the RTA.

ROOM ACCESS, SECURITY, & EMERGENCY SITUATIONS

- Residence 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 Chestnut 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.
- 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.
- The Resident must produce his/ her room key card for inspection by Security upon entrance of Chestnut Residence.
- The Resident must sign in guests with the Residence through Front Desk/Security and accompany their guests within Chestnut Residence at all times.
- 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.

22. 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.
23. 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

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

24. 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.
25. 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. **Students are strongly encouraged to secure their own contents insurance.**

FEES

26. The Resident will pay fees for their room, meal plan and Residence Council Fees through ACORN in two equal installments (**see Chestnut Fees Brochure for fees and installments**). 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 order to avoid service charges on outstanding fees. Please note that if the first payment is not received by the stated deadline of **August 2nd**, it will be recognized as a forfeiture of the Residence Room and the residence space will be reallocated to the next eligible student. Paper invoices will only be mailed upon request. Students are expected to monitor their financial accounts on ACORN (www.rosi.utoronto.ca). An email notice will be sent to those with outstanding accounts using the University's UTOR email service; please ensure that you activate your UTOR email address.
27. 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, \$1000.00 has been received by the Dean by the deadline date indicated on the Offer Letter.

- 28. It is understood that accommodation related changes that occur every year are discussed after consultation with Residence Council, as a student voice on the Residence Board.
- 29. This agreement and the schedules located at <http://www.chestnut.utoronto.ca/home/student-residence/rights-responsibilities/> constitute the entire agreement between the parties and there are no representations, warranties, collateral agreements or conditions affecting the Room or this agreement except as expressed herein and except for the Regulations and Practices and Chestnut Residence Network Usage Agreement, as amended from time to time.

Executed by the Resident _____
(date)

Witness (Parent or Guardian, for Residents under 16)

Resident's signature

Faculty/College

Student Number

Executed for the University _____ by or on behalf of the Dean.
(date)

Dean or Authorized Agent