



VICTORIA UNIVERSITY in the University of Toronto
RESIDENCE AGREEMENT: 2023-2024 Fall-Winter Academic Period

NOTE: This Residence 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 before signing.

This Agreement is made this _____ day of _____ year 2023

BETWEEN: Victoria University (hereinafter called the "UNIVERSITY") and

_____ (hereinafter called the "STUDENT").

(STUDENT'S FULL NAME – PLEASE PRINT CLEARLY)

#

(9 or 10 DIGIT STUDENT NUMBER – PLEASE PRINT CLEARLY)

The parties agree as follows:

PREMISES: TERMS OF OCCUPANCY

The terms of occupancy are based on the dates in the Arts and Science Calendar.

Please look carefully at the dates outlined below and compare them with those that apply to your academic period. In some cases, arrangements can be made for early arrival and/or for delayed departure at a cost of \$50.00 per day (this cost does not include meals). It will not always be possible to accommodate students who request early arrival in their assigned room space. The University may grant or deny, in its sole and absolute discretion, early arrival and/or delayed departure requests. Students who request to extend their residence period for more than a few days may be relocated within the residence buildings.

1. The University agrees that the Student may use and occupy the premises*, as specified on the Residence Confirmation Form (which indicates the Student's specific assignment), and to provide meals (as selected from the available board plan options for which the student is eligible), to the Student for the period outlined in this Agreement.

*"premises" includes both the individual room and all available areas of common use.

Students are entitled to occupy their rooms as of their selected check-in time, on or after Sunday, September 3, 2023. **Students who do not occupy their room or notify the Dean's Office at vic.dean@utoronto.ca of their late arrival by noon (12:00 PM) on Wednesday, September 6, 2023, will give up their right to occupancy, and the room will be given to another student.** The residences are closed at term-end from 10:00 AM on Thursday, December 21, 2023 to noon (12:00 PM) on Saturday, January 6, 2024.

Unless otherwise approved by the University, all students are required to vacate their rooms for the duration of the winter break period and no meal service is provided during such period. Students who have accommodation needs that exceed those outlined in this agreement will have to make arrangements with the Residence Operations Coordinator at vic.dean@utoronto.ca for early check-in or late check-out where possible.

During the 2023-2024 Fall-Winter academic period, the University

will serve a total of 19 meals per week: 3 meals are served every weekday and 2 meals (brunch and dinner) are served per day on weekends, holidays, and during the Reading Weeks (November 6-10, 2023 and February 19-23, 2024). Regular meal service begins with dinner on Sunday, September 3, 2023. The last regular term meal in December is dinner on December 20 2023, and the first meal back after the winter break is dinner on Saturday, January 6, 2024. **No meal service is included in regular fees for the winter break period.** The last meal in the second term is dinner on April 30, 2024. In the 2024 Winter Semester, students are required to move out 48 hours after their last academic commitment (exam, assignment, etc) to a latest possible extension date of 10 :00 AM May 1, 2024. If you would like to request an extension, e-mail the Residence Operations Coordinator at vic.dean@utoronto.ca.

Although the University expects all staff, students, visitors and other individuals present on its campus to follow applicable public health guidelines, as well as the University's own rules and regulations, it is not in a position to either control conduct of particular individuals or enforce compliance. The Student understands and acknowledges that use and occupancy of the premises (and related activities, including, but not limited to, meal service) may expose them to risks of infectious disease, illness, accident, loss or injury, including (without limitation) exposure to COVID-19 and all associated risks (collectively, "Damages"). The Student agrees to assume all risk of Damages associated with their occupation and use of the premises (and related activities), regardless of the cause or reason for such Damages, including, but not limited to, the negligent acts or omissions of the University. By signing this Agreement, the Student acknowledges and agrees: (i) that they are voluntarily occupying and using the premises and participating in all related activities; (ii) that the University is not responsible for their well-being and that the University assumes no responsibility with respect to the Damages; (iii) to hold harmless, indemnify, waive, release and forever discharge the University and its officers, employees, agents, contractors, representatives, successors and assigns (collectively, the "Releasees") from all claims whatsoever which the Student now has or may hereafter have, whether at common law, in equity, by statute or otherwise, whether known or unknown, arising from or in connection with the Student's occupation and use of the premises and participation in related activities; (iv) not to make any claims or to commence or maintain any action or proceeding in respect of any matter in any way relating to the Damages against the Releasees; (v) that this release and waiver are for the benefit of the Releasees and

are binding upon the Student and anyone entitled to act on the Student's behalf, and that this release and waiver may be raised as a complete bar to any and all claims related to the Damages; (vi) to comply fully with all laws, regulations, rules, by-laws, orders, policies and guidelines of all federal, provincial and municipal authorities, relating to COVID-19 and otherwise; and (vii) to comply fully with and follow all rules, guidelines, directions and instructions issued by the University relating to COVID-19 and otherwise.

FEES

2. The Student agrees to pay to the University all of their (i) Fall 2023 residence/meal plan fees by September 30, 2023 (single deadline for all students, OSAP/Government student aid tuition fee-deferred* and non-OSAP deferred), and (ii) Winter 2024 residence/meal plan fees, by November 30, 2023 (for all non-OSAP deferred students) or January 31, 2024 (for all OSAP/Government student aid tuition fee -deferred students).

A monthly service charge of 1.5% compounded (19.56% per annum) will be billed (recorded) on the Student's ACORN account on the 15th of every month until paid in full. All fee payments must be made by the end of the previous calendar month to allow between 5 and 10 business days for recording the fee payment in the Student's ACORN account by the monthly service charge billing date.

Failure to pay residence/meal plan fees and charges may result in the denial of University privileges, including access to transcripts and records of attendance and the opportunity to re-register. The Student must pay all outstanding fees for 2022-2023 before submitting a residence application and deposit for the 2023-2024 Fall-Winter Academic Period.

*Additional information about fee payment & service charge billing can be found on the University of Toronto Accounts website: <https://studentaccount.utoronto.ca>

STATUS AND TERMINATION

3. The Student acknowledges and agrees that they are entitled to occupy the premises only as long as they are enrolled as a full-time student in good standing at the University of Toronto. In the event that the Student withdraws from the University for any reason whatsoever, the Student shall vacate the premises within twenty-four (24) hours of the date upon which the student ceased to hold full-time student status, unless alternative arrangements are approved in writing by the Office of the Dean of Students. The conditions outlined in this clause do not obviate the Student's responsibilities under Section 7 of this Agreement.

In the circumstance where the Student breaches any of the provisions, rules or regulations contained in, or incorporated as part of this Agreement, the University reserves the right to terminate this Agreement **immediately** upon written notice to the Student. Upon such termination, the Student shall vacate the premises within twenty-four (24) hours of receiving the notice (details of which will be determined by the Dean of Students).

All residents must maintain a minimum GPA of **2.00** on a full-course load (**3.0 credits or more**) to remain in residence.

CONDUCT

4. No student is permitted to interfere with the right of any other student to the peaceful enjoyment of their room and common privileges or to endanger the safety and security of any individual through such activities as may be harmful.

Every individual is equal in dignity and worth and shall be provided equal rights and opportunities without discrimination or harassment.

While recognizing the importance of free inquiry and open discussion of all issues, the University's commitment to developing, maintaining and safeguarding a residence atmosphere free from discriminatory harassment means that words, symbols and/or actions, which make the educational and social environment at the University hostile or insulting or threatening or unwelcoming for a person because of, for example, race, gender, religion, colour, creed, disability, sexual orientation, marital status, family status, national origin, ancestry or age, will not be tolerated.

The University accepts its responsibility to promote actively, through educational experiences, the values of tolerance and diversity essential to the free exchange of ideas and a productive learning environment. Further, the University will pursue remedies and apply sanctions as necessary in response to violations of this rule concerning any discriminatory harassment.

Any assaultive or violent conduct, physical threats, or intimidation, any deliberate destruction or removal of University property such as vandalism or theft, can result in **immediate** termination of this Agreement and eviction from residence, in such cases the University reserves the right to retain all fees.

STUDENT AGREEMENTS

5. The Student contracts with the University that they:

- (a) will observe and abide by residence rules and regulations and all such variations, modifications and additions to such rules and regulations as the University may make from time to time whether before or after the date of this Agreement. The Student agrees that such rules and regulations form part of this Agreement and are binding on the parties as if they were incorporated herein. The Student further agrees that family, guests and visitors will duly observe all such rules and regulations;
- (b) will pay all residence/meal plan fees promptly when due;
- (c) will not use the premises or permit them to be used otherwise than as residential accommodation;
- (d) will not permit the premises to be occupied by any person or persons other than those registered as occupant with the Office of the Dean of Students or as otherwise authorized by the University; nor will the Student sublet the premises or any part thereof;
- (e) will accept, in cases of roommate/suitemate withdrawal or incompatibility, the University's prerogative/responsibility to assign a new roommate/suitemate, or to assign the remaining roommate/suitemate to another space to maximize occupancy;
- (f) will be responsible for the ordinary cleanliness of the premises including areas of common use;
- (g) will not keep or allow in or upon the premises any bird, fish, amphibian or animal of any kind without the prior written permission of the University;
- (h) will not make any alterations or additions, or change in any way the premises without the prior written consent of the University;
- (i) will not remove any furniture or furnishings from the premises or common areas of the residence, including outdoors. The Student hereby acknowledges that no storage is available in the building beyond that provided in the individual units/premises;

(j) will notify the University immediately of any damage to the premises during the period of this Agreement;

(k) will allow the University, its employees, Physical Plant staff and agents at all reasonable times to enter and view the state of repair of the premises and to undertake such repairs, alterations, or maintenance as the University may deem advisable, or as the University may be required to make by law. Except in the case of an emergency, such entry shall be made during daylight hours and, where possible, reasonable notice of the approximate time of entry will be given by the University. The Student agrees that the University will inspect the premises, at minimum, once in the course of each term and during the winter break period;

(l) will conduct themselves, and require other persons on the premises with the Student's consent (and in compliance with any guest policies) to conduct themselves, in a manner that will not cause a disturbance or nuisance or interfere with the occupancy or peaceful enjoyment of the building by other students, residents or permitted guests. The Student will be responsible for damage caused by the willful or negligent act of the Student or of any person whom the Student permits on the premises. The Student will assume collective responsibility for damages which may occur to common areas within the House/Floor in which they reside if such damage cannot be assessed to specific individuals;

(m) will leave the premises at the end of this Agreement in the same condition as when the Student took possession, reasonable wear and tear excepted;

(n) will not permit to be possessed, stored, or in any other way held or used on the premises any weapon, firearm, or any burning fluid, chemical oils, gunpowder, firecracker, or any other explosive, flammable, dangerous, offensive or illegal substance or thing except those things of normal use and fire tested;

(o) will not smoke, vape or burn incense, other odour causing material, or any candles in any area within residence, including individual student rooms;

Note: Smoking of any kind is not permitted in any area of any residence or campus building (this includes suites and individual student rooms). The University and the University of Toronto are smoke-free campuses.

(p) will accept the jurisdiction of the Dean of Students and that of properly established residence and University governing and disciplinary bodies. The Student agrees to abide by applicable University policies, including, but not limited to, *The University of Toronto Code of Student Conduct*, *Victoria University Alcohol Policy and Procedures*, *The Residence Handbook*, *COVID-19 special rules, guidelines, and support applicable to university residences*, and to comply with the directives of the University staff, such as the Dean, Associate Deans, Assistant Deans, Residence Life Coordinator, Campus Life Coordinator, Dons, and Security, when issued in the performance of their duties;

(q) will comply with fire safety policy and procedures including participation in fire alarm drills operated by the University;

(r) will comply with the Victoria Residence Internet Access Agreement;

(s) will comply with all by-laws of the City of Toronto and other lawful authorities (including municipal, provincial and federal Public Health) affecting the premises or occupancy thereof, including all Provincial liquor laws, and Federal laws prohibiting the possession, or use, or sale of legal and/or illegal drugs. The University cautions and warns all residents that violation of drug law anywhere on University property (by both residents and their guests) can result in the

Student's eviction from residence without further warning and with other legal action;

Note: Possession of cannabis is permitted in residence for Students 19 years of age and older as per the Cannabis Act (Canada). It is the Student's responsibility to ensure that personal use does not impact others living in the residence community. The Student must ensure that cannabis is stored in their private residence room at all times. Cooking with cannabis is not allowed in residence. Cultivating/growing of cannabis is not allowed in residence. For more information on cannabis policy in residence, please refer to the Residence Handbook. All campus buildings are smoke free.

(t) will allow the University to contact the Student's parents, next of kin, or emergency contact as stated on the residence application form, in case of emergency;

(u) will indemnify the University from all liabilities for which the University will or may become liable by reason of any breach, by the student, of any term or provision of this Agreement, or by reason of a death or injury or damage resulting from or suffered by any person or any property by reason of the act, neglect or default of the Student or their family or guests;

(v) will abide by rules and regulations as stated by the University and/or the University of Toronto with respect to COVID-19 safety and community expectations. The Student acknowledges that these rules and regulations may change during the academic year, and the Student shall comply with such revised rules and regulations. A breach of such rules and regulations can result in **immediate** termination of this Residence Agreement and eviction from residence and/or disciplinary action under the Code of Student Conduct;

(w) will understand that, in view of the nature of the living accommodation, and the arrangements under which it is administered, the Residential Tenancies Act, 2006 (Ontario) does not apply; and

(x) will be responsible for any of their belongings left on the premises upon departure. The Student acknowledges and agrees that any such items left on the premises will be deemed as unwanted and discarded.

INJURY, THEFT AND DAMAGE TO PREMISES

6. The University will not be liable for loss, or damage to, or theft of personal belongings in or about the premises or the residence building. The Student is advised to obtain and carry, at their sole cost and expense, adequate personal insurance to cover loss or damage to their belongings. The University will not be responsible for any injury, damage or loss caused to the Student, their guests or invitees while in or about the residence building or the University campus.

RESIDENCE WITHDRAWAL POLICY

7. Students considering living in residence should make themselves aware of the following University Residence Withdrawal Policy. Applications are accepted and accommodation assigned on the understanding that the Student is making a financial commitment for the full academic/residence session.

THERE ARE SERIOUS FINANCIAL RESPONSIBILITIES ENTAILED IN WITHDRAWING FROM RESIDENCE BEFORE THE END OF THE 2023-2024

FALL-WINTER ACADEMIC PERIOD. Students will need to obtain approval from the Dean of Students for any special considerations or exemptions from this policy.

Since residence and meal plan fees are set for the entire 2023-2024 Fall-Winter Academic Term (which commences on

September 3, 2023 and ends on May 1, 2024), and not on a week-to-week or month-to-month basis, students are accepted to residence on the understanding that they will remain in residence for the full academic session. By signing this Agreement, the Student acknowledges and confirms that they are entering into a contract to occupy the premises for a set term in accordance with the provisions of this Agreement, and that the operation of the residence and dining hall depends on a stable resident census.

RESIDENCE WITHDRAWAL FEES

8. Students who leave residence during the term of this Agreement will be held financially responsible as follows:

(a) Students who withdraw on or before July 25, 2023 will forfeit \$500 (50% of initial residence deposit).

(b) Students who withdraw between July 26 and September 3, 2023 will forfeit their first and second deposits (\$2,000).

(c) Students who withdraw between September 4, 2023 and September 30th 2023 will have their fees prorated to the date of their departure and will forfeit \$2000.

(d) Students who withdraw between October 1, 2023 and November 30, 2023 will have their fees prorated to the day of their departure and will pay a \$2,500 move-out fee.

(e) Students who withdraw after December 1, 2023, will be responsible for all applicable fees and charges in their entirety.

CONDONATION OF BREACH NOT A WAIVER

9. Any excusing, condoning, or overlooking by the University of any default, breach or non-observance by the Student, or 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

10. 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.

_____ Signing for Victoria University

Date

PLEASE READ CAREFULLY AND SIGN:

I acknowledge that I have been given the opportunity to read this Agreement and that I may make a copy for my personal record. I understand and agree that this Agreement affects my rights and obligations as a resident of Victoria University in the University of Toronto, and I agree to be bound by all the terms, conditions, rules, and regulations stated or incorporated by reference herein.

X _____
Student

X _____ Parent/Guardian (where Student is under 18 years of age)

Date _____

Please return this signed document.