



NEW COLLEGE RESIDENCE OCCUPANCY AGREEMENT (2023-2024)

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

1.
 - a. The University grants to the Resident a licence to use and occupy a room (the "Room") in the Residences located at 21 Classic Avenue, 40 Willcocks Street or 45 Willcocks Street, and respectively known as Wetmore Hall, Wilson Hall or 45 Willcocks (the "Residences") for a period (the "Occupancy Period") commencing on Saturday, September 2, 2023 and ending forty-eight (48) hours after the Resident's final spring assessment or at 12:00pm (noon) on Wednesday, May 1, 2024 whichever is the earlier date, unless terminated earlier pursuant to the provisions of this Agreement.
 - b. Residents may request to stay in residence beyond 48 hours after their final assessment; however, approval is subject to availability and circumstances. Additional charges may apply.
 - c. The Residences are closed for the December Winter Break. All residents are expected to vacate their room no later than 48 hours after their final fall assessment or by 12:00pm (noon) on Thursday, December 21, 2023, whichever date is earlier. Residents are also expected to return their keys to the Front Desk to confirm Fall term departure. The Residences will re-open at 8:00am Saturday, January 6, 2024.
 - d. Any student wishing to stay in the Residences for all or part of the Winter Break Closure is required to submit an application to the Office of Residence and Student Life (ORSL) and will be charged a fee. During the closure period the University is closed and services will be limited; the Dining Hall is closed, there is no IT service, Front Desk services are limited, and there is minimal staff on-site. Applications for Winter Break residency will be available by November 1, 2023 and the submission deadline is November 30, 2023. Permission to remain in the Residences during this time period is subject to the Dean's approval and should not be considered automatic.
2. The Room and room type shall be assigned to the Resident by the Dean of Students (the "Dean"), or the Dean's 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.
3. It is understood by the Resident that the residence facilities of the University are intended to promote a harassment-free environment and to enhance the academic and intellectual development of its students, their personal growth and their involvement in campus life and that, accordingly, the atmosphere, environment and behaviour in the Residences shall be conducive to, and consistent with, the achievement of these purposes.
4.
 - a. A **New Resident** is defined as a resident who did not live at New College the previous year.
 - b. A **Returning Resident** is defined as a student living in residence at New College when they apply for readmission. If a resident leaves residence and then applies for readmission to residence, they are no longer defined as a returning resident and must apply as a New Resident. In order to be considered eligible under these terms, students must have a 2.0 AGPA and have a \$0 balance owing by May 15; readmission is considered based on positive contributions to residence.

c. If after accepting an offer of residence a student (new or returning) 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:

Notice of Cancellation	Refund Amount
Prior to July 14	50%
July 15 to September 1	\$0

- d. If the Resident (new or returning) does not take possession of, and occupy, the Room by 11:59pm Sunday, September 10, 2023, the Room reservation and this licence are automatically forfeited and cancelled. The University may then license the Room to another resident forthwith, without notice to the Resident. Additionally, all deposits paid are forfeited (refer to Section 4c). Any exceptions to this deadline must receive prior written approval by the Dean (or designate).
- e. For the Winter 2024 term of residence, if a newly admitted Resident does not take possession of and occupy the Room by 11:59pm Sunday, January 14, 2024, the Room reservation and this license are automatically forfeited and cancelled. The University may then license the Room to another resident forthwith, without notice to the Resident. Additionally, all deposits paid are forfeited (refer to Section 4c). Any exceptions to this deadline must receive prior written approval by the Dean (or designate).

5. The University will:

- a. provide the Resident with the furnishings listed in **Schedule "C"** until the Vacating Date; and
- b. maintain the Room and the Residences in a reasonable state of repair and fit for habitation.

6. The Resident will:

- a. comply fully with the University of Toronto Code of Student Conduct and the **New College Residence Community Charter (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 New College Residence Roommate Agreement, as created and amended with the Resident’s roommate and Residence Don.
- c. receive one key-fob for the Room and admission to the Residences and one mailbox key (herein referred to as “keys”). The keys shall be returned by the Resident to the University on or before the Vacating Date. Residents are also expected to return their keys to the Front Desk to confirm Fall term departure.

The Resident will not lend, nor duplicate, nor permit duplication of, nor be in possession of a duplicate of, any of the keys. If the Resident loses their keys, or fails to return them on the Vacating Date, the cost of replacing the keys will be billed to the Resident.

- d. maintain the Room in a clean and hygienic condition and will not allow any refuse, garbage or other objectionable material to accumulate in or about the Room or the Residences;
- e. 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 violation of its provisions. The Resident also acknowledges that they are not in arrears for non-payment of occupancy fees at any residence at the University of

Toronto;

- f. comply with the **Residence Meal Plan Agreement (Schedule "D")**
- g. comply with the **Network Usage Agreement (Schedule "E")**
- h. comply with the **COVID-19 Special Rules, Guidelines and Supports (Schedule "F")**
- i. respect and abide by the decisions of the Dean made pursuant to this Agreement and the Regulations and Practices and the Network Usage Agreement as published from time to time.
- j. acknowledge that the **New College Residence Policies, (comprised of the Community Charter (Schedule "A"), Residence Meal Plan Agreement (Schedule "D"), Network Usage Agreement (Schedule "E") and COVID-19 Special Rules, Guidelines and Supports (Schedule "F"))** are available on the [New College Website](#) for reference.

The Resident will not:

- a. assign this agreement or sub-license (e.g. Airbnb) the Room or any part thereof to any other person or otherwise part with the possession or occupation of the Room;
- b. paint or decorate the Room or Room Door or any wall, ceiling or surface of the Residences without the consent of the Dean;
- c. deface any wall, ceiling or surface of the Residences, including the windows, or damage the Residences or its furnishings or permit their guests or invitees to do so;
- d. under any circumstances tamper with or change the lock, or add a lock, locks or other security devices to the door of the Room;
- e. make any alterations to the structure of the Room or affix anything to the walls or ceiling thereof without the consent of the Dean;
- f. bring in their own mattress or cot and will not store, replace or remove from the Residence any of the items listed in **Schedule "C"** of the Residence Policies;
- g. keep any devices in the Room that are not Ontario Electrical Safety Code approved. Such items can be removed from any Room as a potential fire hazard;
- h. keep or use a waterbed, open element (such as a hot plate), cooking apparatus (including but not limited to a kettle, coffee maker, blender, rice cooker, popcorn maker, toaster, toaster oven, microwave) or heating equipment (such as a space heater) in the Room, or use any device that might overload the electrical circuits (anything exceeding 12 amps);
- i. tamper with or in any way interfere with the operation of any fire detecting or smoke detecting equipment for any reason;
- j. apply or affix anything to the exterior of the Residences;
- k. keep any firearms, ammunition, air guns/rifles, fireworks, prohibited weapons, offensive weapons, slingshots, explosives, or illicit narcotics and drugs in the Room or in the Residences.
- l. keep any animals, reptiles, birds, fish or insects in the Room or in the Residences
 - i. Residents who own a support animal and wish to bring them to Residence are encouraged to register with Accessibility Services and are required to meet with the Dean (or designate) in order to develop an accommodation plan that meets their needs.
- m. behave in a manner that will unreasonably disturb, annoy or interfere with, the use or

enjoyment of the Residences by the other residents, or permit anything to be done or kept in the Residences which will obstruct or interfere with the enjoyment or rights of the other residents; or

- n. commit or permit an illegal act to be committed in the Residences.
7. The 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 New College Residence Policies, 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.
 8. 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 1.85) are eligible to reside in New College Residences unless alternate arrangements have been approved in writing by the Dean. Residents who withdraw from the University or drop below full-time status in either the Fall or Winter semesters, are required to inform ORSL immediately. The College reserves the right to check the academic status of students to confirm their eligibility for residence as required.
 9.
 - 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 Rules and Regulations as published from time to time;
 - iii. any event whereby the Resident ceases to be a **registered student with a full-time enrolment status** at the University of Toronto, including but not limited to the suspension or expulsion of the Resident from studies during the academic session;
 - iv. in accordance with Section 19.
 - 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 not be less than three (3) days following the giving of the notice (the "Effective Date of Termination"). The notice may be hand delivered to the Room 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 19, 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 Residences are filled.
 10. Students are admitted to residence on the understanding that they will remain in residence for the full Occupancy Period as defined in Clause 1. In the event that the Resident elects to withdraw from

the Residences or from their program of study during the Occupancy Period, he/she will be held financially responsible as follows:

- a. Failure to check-out properly (advanced written notice of early withdrawal, returning keys to the Front Desk, etc.) may result in:
 - i. a \$500 administrative fee; and/or
 - ii. No refund of the Room portion of the Occupancy Fee if written notice is not received on or before November 30th.
 - b. Students who withdraw from residence on or after Move-In Day (September 2, 2023) will have their Occupancy Fee reassessed as follows:
 - i. Refunds of the Room portion of the Occupancy Fee are as indicated in Occupancy Fee Rates and Payment Schedule (Schedule "B");
 - ii. Refunds of the Meal Plan portion of the Occupancy Fee are as indicated in the Residence Meal Plan Agreement (Schedule "D");
 - iii. Absolutely no withdrawals are permitted during the Winter Break (December 21, 2023 to January 5, 2024);
 - c. Students who withdraw from the University will vacate the premises within 48 hours of the date upon which he/she ceases to hold full-time academic status unless alternate arrangements are approved by the Dean.
 - d. Students who vacate their residence space without following proper procedures, including completing withdrawal notification and room check-out forms, as well as returning keys promptly, will continue to be billed until such time as a proper check-out has taken place.
 - i. If a Resident is no longer living in their Room but their possessions are still in the Room, the Room is still considered occupied. Abandoning the Room is not considered to be vacated.
 - e. All students, including those who withdraw from residence because of a study or field placement are subject to the withdrawal penalties as outlined above.
11. The University reserves the right, to be exercised by the Dean acting reasonably, to substitute another room in the Residences 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 other Room.
- a. In the event that the Resident becomes the sole occupant of a double occupancy room,
 - i. the Resident may be transferred to another double occupancy room with a vacant bed space, or
 - ii. the Resident may remain as the sole occupant of a double occupancy room, in which event the Room shall be deemed as a single occupancy room for the remainder of the Occupancy Period and the Resident's Occupancy Fee will be prorated to a single room, as described in Schedule "B", from the date of the change in room type to the end of the Occupancy Period.
12. As the living accommodation is provided by New College 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.

13. 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
14. The University shall not be liable to the Resident for any damage to, loss, or theft of personal property or for personal injury, including death, on the Residences 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.
15. The Resident is required to have adequate insurance to cover any deliberate or accidental damage that they might cause to the Residences or other residents belongings. The University reserves the right to seek restitution for any damages caused by the Resident.
16. 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.
17. The Resident will pay an Occupancy Fee for the assigned Room Type, the choice of Meal Plan and the standard Residence Council Fee. The figures outlined in the **Occupancy Fee Rates and Payment Schedule (Schedule "B")** represent the portions due on the stated dates. 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 the accrual of service charges on outstanding fees.
 - a. All installments (inclusive of the deposits) will be posted to ACORN at the same time. All payments (such as the deposits) will appear as a credit on the account balance **and not as a reduction to the TOTAL charges on ACORN**. Paper invoices will not be mailed. Students are expected to monitor their financial accounts on ACORN (www.acorn.utoronto.ca).
 - b. Email notices will be sent to those with outstanding account balances using the University's UTmail+ email service; please ensure that you activate your UTmail+ email address.
 - c. It is agreed that there shall be no reduction of the Residence Fees or any other compensation for, or on account of, any loss, damage, inconvenience, or discomfort arising from the interruption or curtailment howsoever caused, of any accommodation, facility, or service agreed to be furnished by the University. This includes ongoing modernization and maintenance work being done in the premises which may create noise in the residence building.

In addition to the terms set out in Clause 1, contract dates and residence fees will not be adjusted for the following conditions including but not limited to:

- i. Students who must fulfill the requirements of Mandatory Quarantine as per the Government of Canada;
- ii. Program delivery changes (e.g., from in person to online); and
- iii. Travel restrictions except for those that could not have been reasonably foreseen.

18. The Resident understands that New College is a smoke-free environment (see the New College Residence Code of Conduct).

19. Emergencies and other Unavoidable Events

- a. An “Emergency” means a health emergency or other unavoidable event which is beyond the reasonable control of the University, which results in a situation in which the University determines in its sole discretion, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication, order or legislation from a public health authority or other authority having jurisdiction, or other information or advice deemed relevant by the University (“**Directives**”), that a Resident, employees of the University or other persons or invitees, are or may be exposed to imminent danger from a dangerous condition or situation, damage to the Residences, disease, virus or other biological or physical agents that may be detrimental to human health, while in the Residences.
- b. If an Emergency exists, the University may amend, supplement or otherwise enforce any rules or regulations in existence, may impose additional rules and regulations, and may impose restrictions to mitigate or minimize the effects of the Emergency. Without limiting the generality of the foregoing:
 - i. during an Emergency, the University shall be entitled to restrict or limit access to Residences to employees of the University only, and/or to prohibit entry by a Resident, visitors or invitees for a reasonable period of time during such event;
 - ii. notwithstanding that the University may have entered into an Occupancy Agreement with a Resident, the University shall have the right during an Emergency, to terminate such agreements prior to the commencement of the Occupancy Period, in order to comply with Directives or where the University determines that it will not be safe to operate Residences for a Fall and/or Winter Semester, and the University shall have no liability to a Resident as a result of such termination;
 - iii. the University shall be entitled during an Emergency to close all or any part of the Residences if it determines that it is not safe to continue to operate the Residences or certain parts thereof, in which case a Resident shall vacate the Room they occupy in accordance with the reasonable requirements of the University;
 - iv. the University shall be entitled, during such time as there is an Emergency to require all Residents to comply with reasonable measures imposed in respect thereof by the University, including health screening, the use of hand washing and other sanitation products directly related to the management of the health threat, attendance at mandatory training sessions, and the use of additional protective clothing by all Residents such as protective barriers, gloves and masks; and
 - v. during an Emergency, the University shall also be entitled to specify specific modes of entry and exit from and to the Residences for Residents generally or Residents who may have a heightened risk of either exposure to a health threat or a heightened risk of transfer of unhealthy condition to other Residents, invitees or visitors in the Residences.

- c. Where an Emergency or any other restrictive governmental laws or regulations, fire, damage, or other unavoidable event which is beyond the control of the University, results in the closure of a Residences during the Occupancy Period, the University, in its sole and absolute discretion shall determine what, if, any fees shall be refunded to the Resident, having regard to the length of the closure, the nature of the event causing the closure and such other factors as the University deems appropriate in the circumstances.

20. It is understood by indicating agreement with these terms and conditions as part of the residence application process the Resident is subject to all the terms and conditions herein.

If the resident is less than 18 years of age at the time of application, then this contract must be printed, signed, and dated by both the resident and their parent/guardian. **The signed document should be submitted in its entirety (i.e. not only the last page) to the Office of Residence and Student Life:**

Please send the signed contract to:

Electronically (preferred): new.residence@utoronto.ca

Mail: **Office of Residence and Student Life**
New College, University of Toronto
40 Willcocks Street
Toronto, Ontario M5S 1C6

ALL FIELDS MANDATORY

Name of Student (print): _____ Student No.: _____

Signature of Student: _____ Date: _____

Name of Parent/Guardian (print): _____ Relationship: _____

Contact Telephone No: _____

Signature of Parent/Guardian: _____ Date: _____

FOR OFFICE USE ONLY

Signature of the Dean (or authorized designate): _____

Date: _____