

OCCUPANCY AGREEMENT

2021-21 Academic Year



Woodsworth College Residence is committed to providing residents with a safe, secure, diverse, vibrant and cooperative community that is conducive to academic success and personal development.

The Residence is dedicated to promoting a learning environment that is both challenging and supportive, and expects that residents will contribute to the structure of the residence community and provide feedback to community members.

Residents are expected to apply and integrate their individual talents and interests for the benefit of personal and community development.

Woodsworth College Residence expects all students to contribute in a meaningful way to the residence community, to student groups, to university governance, and to the larger urban community.

In consideration of the mutual covenants contained herein, as well as the Resident Handbook, which forms part of this agreement, Woodsworth College Residence (the "residence") and (the "resident") agree as follows:

A. ELIGIBILITY

Only full time University of Toronto students as defined by the university in a registered faculty, in good academic standing are eligible to reside in Woodsworth College Residence unless alternate arrangements have been approved in writing by the Dean of Students. Residents who withdraw from the University or drop below full-time status, or below three courses in either the Fall or Winter semesters, are required to inform the Dean's Office immediately. The college reserves the right to check the academic status of students to confirm their eligibility for residence as required. Preference is given to Woodsworth College students. All rooms are single occupancy.

B. TERM

The residence grants to the resident a license to use and occupy a room (the "room") in the residence located at 321 Bloor St. West, Toronto, on the University of Toronto's St. George campus, for a period (the "occupancy period") commencing on September 6th, 2020, at 9am and ending 24 hours after the resident's last final exam in the winter term or 4pm on April 30th, 2021 whichever is earlier; unless terminated earlier in accordance with the Occupancy Agreement ("the Agreement").

The residence is closed for the December Winter Break. All residents are expected to vacate their room no later than 24 hours after their final exam or by December 22nd, 2020 at 5pm EST, whichever date is earlier. The residence will re-open on January 3rd, 2021 at 9am EST.

C. CLEANING

Woodsworth College Residence offers guests the opportunity to stay in an apartment style environment. As such residents are responsible for:

- Performing all daily cleaning functions within their suite during their occupancy period, including the washroom and all common areas of the suite.
- Ensuring that the room and suite remain clean
- Removing and preventing the accumulation of all refuse, garbage and/or objectionable material inside the room, the suite, and the residence.

Failure to adhere to these standards will result in the residence applying an additional cleaning charge of \$150 to all residents of the suite. Residence staff may perform suite checks prior to the departure of any suite member.

Woodsworth College Residence offers complementary weekly room cleaning. The cleaning service comprises of general surface cleaning of uncluttered areas of shared spaces in the suite. Provided that residents are performing daily cleaning functions, cleaning staff will come by once a week and clean washrooms, floors, and the tidy kitchen/living room. Cleaning will occur in shared-suite areas not in individual bedrooms of the suite.

D. FEES

The Agreement is for occupancy of the entire academic term as outlined above and the resident is liable for the full occupancy fee. The resident will pay the occupancy fee in 2 installments as described in Appendix A (Fee Schedule) and/or any additional fees prescribed in the Agreement or in the Resident Handbook, which forms part of this agreement.

The deposit paid to Woodsworth College Residence is completely NON-REFUNDABLE under any circumstances.

Residence fees (Occupancy Fee and Residence Council Fee) are payable as follows:

- A first deposit of \$600.00 and/or a second deposit of \$1400 to reserve the room (Note: these deposits will be applied towards the Occupancy Fee). Refunds on the deposits will be given according to the following schedule:
 - i. Withdraw in writing on or before July 31, 2020 - **\$600.00**
 - ii. Withdraw in writing on or after August 1, 2020 - **\$0.00 (i.e. no deposit refund)**. (Note: Residents who did not select [College/Residence] as their first choice on their application may request a refund of both deposits if the Resident withdraws in writing within 72 hours of the residence offer)
 - iii. Withdraw in writing on or after September 6, 2020 - **\$0.00 (i.e. no deposit refund) PLUS cancellation fee equivalent to 60 calendar days of room and board**
- A first instalment of approximately half of the Occupancy Fee and Residence Council Fee (the exact amount to be determined Student Accounts) is due as follows:
 - i. On or before **August 28, 2020** for all students except those who have OSAP or other government loan deferral.
 - ii. On or before **September 30, 2020** for all students who have OSAP or other government loan deferral
- A second instalment of the outstanding balance of the Occupancy Fee is due as follows:
 - i. On or before **August 28, 2020** for all students except those who have OSAP or other government loan deferral.
 - ii. On or before **September 30, 2020** for all students who have OSAP or other government loan deferral.

The Occupancy Fee, and Residence Council Fee are **not refundable and not transferable, to other persons, other academic sessions.**

The Occupancy Fee is divided in approximately half, one for each of the following two periods – September 6, 2020 to December 23, 2020 (“Term I Fee”) AND January 3, 2021 to April 30, 2021 (“Term II Fee”). In the event that the Occupancy Period commences after September 15, 2020 the Resident shall be liable for payment of the Occupancy Fee on a pro-rata basis to the number of days for each of the Term I Fee and Term II Fee.

If the Resident does not take possession of and occupy the Room by midnight Sunday, September 15, 2020, 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. Additionally, the deposit will be forfeited and **the Resident will be charged for 60 calendar days of room and board.**

The resident’s complete residence charges will be posted on the resident’s Student Web Service account (ROSI/ACORN), and it is the responsibility of the resident to ensure payment is made by the corresponding deadlines. Any payment(s) made after the deadline dates will be considered “late”. Any resident who makes his/her payments late, without receiving written approval from the Residence Office, will not be considered for readmission to the residence in subsequent years.

*OSAP/Govt deferred students should refer to the deadlines outlined in Appendix A

The resident’s complete residence charges will be posted to their Student Web Services (ROSI/ACORN) account by late July 2020. Payments made prior to this, such as the residence deposit, will appear as a credit until the complete invoice is posted. It is the responsibility of the resident to ensure payment is made by the corresponding deadlines. Any payment(s) made after the deadline dates will be considered “late”. Any resident who makes his/her payments late, without receiving written approval from the Residence Office, will not be considered for readmission to the residence in subsequent years.

For information about fee payment deadlines and monthly service charge fee billing deadlines, please consult Student Accounts at <http://www.fees.utoronto.ca/home.htm>.

It is agreed that there shall be no reduction of the occupancy fee or any other compensation for or on account of any loss, damages, inconvenience or discomfort arising from the interruption or curtailment, however caused, of any accommodation, facility or service agreed to be furnished by the residence.

E. OTHER FACTORS

The residence building houses one retail operation, a restaurant located on the north east side of the building, with patio seating on the east side, used inclement weather. There will be noise and/or possibly smoke emanating from this area. There is also noise generated by garbage and maintenance truck pick-ups. There will be no compensation or reduction in residence fees for the rooms affected.

There may be ongoing construction of a large new building, adjacent to the residence. As a result, there will be noise, dirt, lack of privacy and other construction related effects on residents, in particular to those residents facing the new building. All rooms will be affected due to close proximity.

There will be no compensation or reduction in residence fees for the rooms affected.

From time to time, the Woodsworth College Dean of Students (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.

F. TERMINATION

The Agreement license will terminate at the end of the occupancy period, and may be terminated by the resident or the residence before the end of the occupancy period, as set out below.

The rights and obligations of the residence and resident upon termination of occupancy, set out below, apply whether the termination of occupancy occurs prior, during, or at the end of the occupancy period.

Termination by the Residence:

The University may at its option terminate this license upon the happening of any of the following events:

1. Non-payment by the resident of any amount due to the University;
2. Breach by the Resident of any provision of this agreement, or the Rules and Regulations as published from time to time; or
3. 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.
4. In accordance with Section J

In the event that the University exercises its option to terminate the 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 not be less than three days following the giving of 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.

Notwithstanding the previous paragraph, under exceptional circumstances, the University reserves the right, to be exercised by the Dean acting reasonably, to give written notice of termination of this license not less than 24 hours before the effective date of termination.

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 Occupancy Fee, whether or not the room is re-occupied or the Residence is filled.

Termination by the Resident: Acceptance of an offer to live in residence constitutes a binding commitment by the resident for the full term as outlined in the "Term" section of the Agreement. In the event that the resident wishes to withdraw from the residence or from full-time studies during the occupancy period, the resident must provide written notice stating intent to withdraw from residence by email to residence@wdw.utoronto.ca.

Fees upon termination of the Occupancy Period:

Where the resident terminates the license before the end of the occupancy period, the residence retains the right to hold the resident liable for payment of the full occupancy fee, whether or not the room is re-occupied or the residence is filled. In all cases, the deposit is non-refundable.

Where the resident withdraws from residence before the end of the occupancy period, the following schedule applies:

Prior to August 14th 2020:

- If the resident submits written notice to withdraw, prior to August 14, the deposit is non-refundable.

Prior to August 31st 2020:

- If the resident submits written notice to withdraw, between August 14, 2020 and before August 31st, 2020, they shall pay a 60 day penalty. The deposit is non-refundable.
- Written notice to withdraw must be submitted either through the resident's online application, or e-mail and may not be made over the telephone.

Prior to November 28th 2020:

- If the resident submits written notice to withdraw between August 31st and before November 28th 2020; the resident shall be liable for payment of the occupancy fee for the period from September 1st, 2020 to the date the written notice is received and processed by the residence office plus a 60 day penalty.

On or After November 28th 2020:

- If the resident submits written notice to withdraw on or after November 28th 2020, no refund will be given for first semester residence fees, and the resident is liable for the full occupancy period fee, which includes second term residence fees.

Rights and obligations of Residence upon termination of Occupancy:

After the vacating date, the staff of the residence 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 new key for the lock. The residence has no responsibility for any possessions of the resident or of any other person left in the room or anywhere in the residence after the vacating date. The residence has the absolute right to dispose of such possessions after the vacating date without any liability to account to the resident thereof.

Rights and obligations of Resident upon termination of Occupancy:

By 4:00 p.m. on the vacating date, the resident will:

- Remove all of his/her possessions from the premises
- Ensure the room is left in a clean and orderly condition
- Vacate the room
- Lock the bedroom and suite doors
- Officially check-out at the front desk, including returning the room key and mailbox key

Until ALL these steps are taken, a resident is still considered to be "a resident" and is not considered to have vacated.

Abandoning the room is NOT considered to be vacated. If the room/common areas/entire suite is left in an unclean or damaged condition, the all the residents occupying the suite will be billed a cleaning and/or damage charge for cleaning and maintenance of the room/common areas/entire suite. If the damage or cleaning is in the room only, only the resident who resided in the room will be charged. There is a minimum cleaning charge of \$85 and damage charges will be billed as outlined in the Resident Handbook. The fee may be higher depending on the state of the room. Any items left behind by the resident will be removed at a charge of \$50 and will be immediately taken to garbage disposal; the residence shall not be liable to the resident for any loss. The resident has no vested right to occupy the room after the vacating date.

G. RIGHTS AND OBLIGATIONS OF RESIDENCE DURING OCCUPANCY PERIOD

The residence shall:

- Assign the resident a room and one room key and one mailbox key;
- Maintain the room, the suite and the common space in a reasonable state of repair and fit for habitation. Should the suite be deemed by the staff of the residence to be unfit for habitation, the resident(s) will be given an opportunity to bring it up to standard within a certain timeframe. Failure to do so will result in the residence arranging for cleaning services, and the residents of the suite will be billed.

- 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: 1. During daylight hours upon giving reasonable notice to the Resident. 2. At regular intervals if previously announced to the residents. 3. 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 Woodsworth College Residence Code of Conduct. The state of the room will be examined, including the state of sanitation, safety and repair thereof, and to make such repairs, changes and improvements to the room and its furnishings as the University may deem necessary or desirable. Written documentation and/or photography may be included in the assessment process.

Room Assignments

The room and room type shall be assigned to the resident by the Dean of Students (the "Dean") or the Dean's designate. Residence staff can modify room assignments as necessary until a resident checks-in. Please be aware that the room assignments shown on communications with the residence may change up until the day of your check-in.

Suitemates

At any point during the occupancy period, Woodsworth College Residence reserves the right to add or change suitemates at the discretion of the residence staff.

Moving

The residence reserves the right, to be exercised by residence staff, to substitute a student's room in the residence for another room at any time during the occupancy period. The substituted room shall be deemed to be the room for all purposes hereunder and the resident shall forthwith move to that other room.

Room Change Requests

Room changes are accommodated based on available space and are processed at the discretion of the residence administration. Room change requests must be made in writing to the Residence Office. Submission of a room change request does not guarantee a room change. A fee of \$150 is charged for the processing of a room change.

Security

The residence will take a picture of each resident. This picture will be used to verify the resident's identity for purposes of entering the residence, or other purposes, such as verifying identity during a lock out.

The room key assigned to the resident must be in the possession of the resident at all times. The resident is the only person authorized to access the building with that room key and is not allowed to transfer the room key to any other persons at any time.

Security cameras are located in the lobby area, the main floor and basement of the residence.

H. RIGHTS AND OBLIGATIONS OF THE RESIDENT DURING OCCUPANCY PERIOD

The resident shall:

- Take possession of the assigned room and check in to residence no later than the first day of class (September 15th, 2020). Failure to take possession of the room, unless written notice to withdraw from residence or unless written notice of intent to take possession of the room is received, will be considered as termination by the resident and the residence will follow the terms of termination: the resident will lose the first year student residence guarantee, forfeit the deposit and will incur a 60 day penalty.
- The Resident will not under any circumstances tamper with or change the lock or add a lock, locks or other security device to the door of the Room or the Suite.
- Abide by the rules and regulations outlined in the Agreement as well as the Resident Handbook.

Readmission to Residence

The Agreement license covers the 2021-21 academic year only. Readmission to residence for the summer of 2021, the 2021-22 academic year, or subsequent years is not guaranteed. Residence readmission will be determined by a process determined by the residence. The process may include considerations for community involvement, extra-curricular activities, GPA, applying on time, disciplinary considerations or lottery considerations.

In addition, and without limitation, residence readmission may be denied as a result of any previous breach of the Agreement, including fees paid late, or still owing, or breaches of the Standards of Conduct as outlined in the Resident Handbook.

Emergency Circumstances

The residence reserves the right to contact the emergency contact listed on the resident's application in cases where the residence believes there to be an urgent or emergency situation. Should the resident's emergency contact not be available, the residence reserves the right to contact a family member or guardian. An emergency contact must be provided to the residence; preferably local.

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 the resident to vacate the room immediately if safety measures are compromised or on 48 hours written notice. Should an event of this nature

occur, the residence(s) of the university 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.

I. LIMITATION OF LIABILITY AND INDEMNITY

The residence shall not be liable to the resident for any damage to or loss of 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 residence or those for whom the residence is in law responsible. The resident will indemnify the university and save it from any and all liability in respect of any injury, loss or damage occasioned by any act or omission of the resident, his/her guests, agents or invitees.

J. EMERGENCIES AND OTHER UNAVOIDABLE EVENTS

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.

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:

- 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;
- 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;
- 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;
- 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
- 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.

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.

K. RESIDENTIAL TENANCY ACT

As the living accommodation is provided by Woodsworth College 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.

L. AGREEMENT IN WRITING

This agreement and the attached appendix and the Resident Handbook constitute the entire agreement between the parties. There are no representations, warranties, collateral agreements or conditions affecting the room or this agreement except as expressed herein and as amended with sufficient notice to residents.

APPENDIX A - FEE SCHEDULE

FALL/WINTER FEES 2021-21:

Single room in shared apartment:

Occupancy Period *	Rate
September 6 th , 2020 – April 30 th , 2021	\$10,690 (includes \$20 Residence Council Fee)

Woodsworth College Residence does not provide a meal plan for residents. Residents wishing to purchase a meal plan from another college please visit <http://www.ueat.utoronto.ca>

Notes:

* The resident must take possession of the assigned room and check in to residence no later than the first day of class (or September 15th, 2020). Failure to take possession of the room, unless written notice to withdraw from residence or unless written notice of intent to take possession of the room is received, will be considered as termination by the resident and the residence will follow the terms of termination: the resident will lose the first year student residence guarantee, forfeit the deposit and will incur a 60 day penalty.

** The resident is required to vacate the room 24 hours after their last scheduled exam in December, or on December 22nd, 2020 at 5pm EST, whichever occurs first for the duration of the holiday period. The resident may leave their belongings in the room over the holiday period. The residence will be closed for the holiday period, and access into the residence will not be permitted. The resident is required to vacate the room 24 hours after their last scheduled exam in April 2021, or on April 30th, 2021 at 4pm whichever occurs first.

The residence is closed during the holiday period starting at 5pm EST Dec 22nd, 2020 and reopens at 9am EST Jan 3rd, 2021, during this time residents will be required to vacate their rooms.

Deposit Payment:

A \$600 deposit is required with all applications and will be applied to the total occupancy fee. The deposit is paid when an offer of residence is given to the applicant. Providing a deposit with the application form does not guarantee accommodation. If the residence is unable to accommodate an applicant the deposit will not be processed. Deposits will be processed after the applicant has received confirmation of acceptance into the residence.

Payment Schedule:

	1 st Payment August 28, 2020	2 nd Payment August 28, 2020	Total Charge Posted:
Fee:	\$5635.00	\$5035.00	\$10,670
Council Fees:	\$10	\$10	\$20
Total:			\$10,690

University of Toronto Financial Accounts & ROSI/ACORN fees:

The residence will only post the resident's entire occupancy charges to their ROSI/ACORN account. The \$600 deposit will not be posted on the resident's ROSI/ACORN account as a charge, but it will be reflected as a payment towards the total occupancy fee. The deposit is non-refundable.

Daily Rate Calculation:

The Daily Rate is calculated by dividing the total occupancy rate and dividing by 8 months and then dividing by 30 days.

Charges Due Upon Cancellation:

The residence cancellation policy is followed. The residence retains the right to hold the resident responsible for the entire amount of the residence fees for the occupancy period, and no refund will be given. Charges upon cancellation are calculated by multiplying the daily rate by the number of days from the start of the student's occupancy to the date the cancellation request is processed by the residence office and then adding a 60-day cancellation charge.

Notes:

* OSAP/Govt deferred students: the 1st payment deadline is September 30th, 2020. The second payment deadline is January 30th, 2021. Students are permitted to pay late, however service charges will be incurred during that time.

** Residence fees are due August 28, 2020 and November 30, 2020. Any payments made after the deadline dates will be considered "late payments" and will be subject to a monthly service charge. In addition, any resident who makes his/her payment later than the deadline, without obtaining written approval from the Residence office, may not be considered for readmission to the residence in subsequent years.

Deposits are NON REFUNDABLE.