

# OCCUPANCY AGREEMENT

Summer 2021



In consideration of the mutual covenants contained herein, and in the Summer 2021 Resident Handbook (the "Resident Handbook") available at [wdw.utoronto.ca/summerhandbook](http://wdw.utoronto.ca/summerhandbook), Woodsworth College Residence (the "residence") and (the "resident") agree as follows:

## **A. TERM**

The residence grants to the resident a license to 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") as specified in the online summer application. The summer occupancy period is between the dates specified in Appendix A and cannot extend into the Fall/Winter academic term. The resident is not permitted to transfer occupancy, booked term, or partial booked term, to a third party.

The residence may at its option extend this license prior to or past the occupancy period and can charge the resident a fee for such an extension.

## **B. CLEANING**

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

- i) Performing all daily cleaning functions within their suite during their occupancy period, including the washroom and all common areas of the suite.
- ii) Ensuring that the room and suite remain clean
- iii) 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.

Your Woodsworth College Residence fees include periodic 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 enter suites on the days indicated in the schedule provided to you. The cleaning staff will clean washrooms, floors, and the tidy kitchen/living room. Cleaning will occur in shared-suite areas not in individual bedrooms of the suite.

## **C. ELIGIBILITY**

Woodsworth College Residence gives preference to individuals who are actively affiliated with the University of Toronto. Other individuals who are affiliated with the University of Toronto may be offered accommodation at the discretion of the Residence Office. Anyone with an outstanding balance to Woodsworth College Residence will not be eligible for Summer Residence.

Woodsworth College Residence requires the resident's valid **credit card information** on record and all residents must apply via the residence's online application, no exceptions.

## **D. FEES AND PAYMENTS**

The resident will pay the occupancy fee as described in Appendix A and any additional fees prescribed in this Agreement or the Resident Handbook.

Discounted summer fees must be paid in full 15 days prior to the start of the resident's occupancy period.

Regular monthly fees are due in monthly installments:

- The initial payment 15 days prior to the start of the resident's occupancy period
- Recurring on the first of every month

All other fees are due in full 15 days prior to the start of the resident's occupancy period. Non-payment of fees according to these terms will result in termination of this agreement by the residence according to the terms set out in section E of this agreement.

It is agreed that there shall be no reduction of the occupancy fee or any other compensation for or on account of any loss, damage, early check-out, termination that does not adhere to section E, inconvenience or discomfort arising from the interruption or curtailment of any accommodation, facility or service agreed to be furnished by the residence, however caused.

It is agreed that there shall be no reduction of the occupancy or any other compensation for or on account of vacating the residence before the end of the occupancy date.

Any outstanding balance including but not limited to damage charges, fines, or service fees on the resident's invoice on the date of departure or after checking-out at the end of resident's occupancy period, will be automatically charged to the resident's credit card. In cases where the residence is unable to collect outstanding balances from the resident, the resident's outstanding balance will be sent to a collections agency.

## **E. TERMINATION**

This Agreement 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 this Agreement, set out below, apply whether the termination of occupancy occurs during or at the end of the occupancy period.

### **Termination by the Residence:**

The residence may, at its option, terminate this license and require the resident to vacate upon the happening of any of the following events:

1. Non-payment by the resident of any amount due to the residence.
2. Breach by the resident of any provision of this agreement pertaining to the rights and obligations of the resident during the occupancy period.

In the event that the residence exercises its option to terminate this license, the Dean of Students (the "Dean"), Woodsworth College or their designated official shall give written notice of such termination to the resident, which notice shall specify the effective date of termination, which shall also be the vacating date. The notice may be hand delivered to the room or affixed to the door of the room, addressed to the resident. Notwithstanding, the resident will be liable for the payment of the entire amount of the residence fee for the original license period, and no refund will be given.

### **Termination by the Resident:**

By completing the application for summer residence, the resident agrees to be responsible for the room during the occupancy period outlined in their summer application. Requests to withdraw before the end of the occupancy period must be made in writing via e-mail to the Residence Office at [summer.residence@wdw.utoronto.ca](mailto:summer.residence@wdw.utoronto.ca) no later than 30 days prior to the date the resident will vacate.

### **Fees upon termination by the Resident before the end of the Occupancy Period:**

Where the resident terminates this license before the end of the occupancy period outlined in their summer application, the residence retains the right to hold the resident liable for payment of the full amount of the occupancy fee, whether or not the room is re-occupied or the residence is filled. In every case of termination, deposits are not refundable, discounted fees are not applicable and a \$150 cleaning charge shall be applied and in addition:

#### **Cancellations Prior To Occupancy Period**

After completing and submitting the online application, and paying the deposit, the residence grants the applicant a license to stay in residence for the occupancy period specified in the applicant's online application. Applicants must inform the residence of cancellations in writing via e-mail at [summer.residence@wdw.utoronto.ca](mailto:summer.residence@wdw.utoronto.ca).

Where an applicant does not pay occupancy fees 15 days prior to their occupancy period:

- The deposit is non refundable.
- **Termination of occupancy agreement.**
- **A cancellation fee** will be calculated from the date that the residence office terminates the occupancy agreement, and a charge equivalent to 15 days will be added according to the "Regular Monthly Summer Fee" in Appendix A.

Where an applicant cancels with written notice 30 days prior to their occupancy period:

- The deposit is non refundable.

Where an applicant cancels without 30 days' notice prior to the occupancy period and the resident's occupancy period is less than 30 days:

- The resident is liable for the entire fee of the original occupancy period.

Where an applicant cancels without 30 days' notice prior to the occupancy period and the resident's occupancy period is more than 30 days:

- The deposit is non refundable.
- Any discounted fees will not apply.
- **A cancellation fee** will be calculated from the date the cancellation is processed by the residence office and a charge equivalent to 30 days will be added, according to the "Regular Monthly Summer Fee" in Appendix A.

#### **Termination During Occupancy Period**

In all cases:

- The deposit is non refundable
- Any discounted fees will not apply.
- **Withdrawal on or after August 1, 2021:** the resident shall be responsible for the complete occupancy fee and will not be entitled to any refund.
- All of the above is based on 30 days written notice. If less notice is given, the refund schedule is calculated based on the date that the residence office processes the cancellation request and a charge equivalent to 30 days will be added according to the "Regular Monthly Summer Fee" in Appendix A.

If a resident's occupancy period is less than 30 days:

- Where the resident withdraws from residence before August 1, 2021, residence fees will be adjusted based on the "Nightly Cost" on Appendix A.

If a resident's occupancy period is more than 30 days:

- Where the resident withdraws from residence before August 1, 2021, residence fees will be adjusted using the "Regular Monthly Summer Fee" according to Appendix A.
- Where the resident withdraws from residence on or after August 1, 2021, residence fees will not be adjusted.

### **Rights and obligations of Residence upon termination of Occupancy:**

After the vacating date, residence staff shall have the right to enter the room and change the locks without notice or liability to the residence 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 remaining in the room or the residence after the vacating date. The university has the absolute right to dispose of such possessions after the vacating date without any liability to the residence.

### **Rights and obligations of Resident upon termination of Occupancy:**

The resident has no vested right to occupy the room after the vacating date. By 12:00 noon on the vacating date, the resident will:

- vacate the room
- remove all of their possessions from the room
- remove all of their possessions from common areas of the suite
- ensure the room is left in a clean and orderly condition
- lock the bedroom and suite doors
- officially check out at the front desk
- return the room keycard to the front desk

Until ALL these steps are taken, a resident is still considered to be "a resident" and is not considered to have moved out. If the resident abandons their room it is NOT considered to be "moving out". If a room/common areas/entire suite is left in an unclean or damaged condition, all residents of the suite will be billed a cleaning/damage charge for cleaning and maintenance of the room. If the damage or cleaning is in the resident's room, only the resident will be charged. There is a minimum charge of \$195 damage charges will be billed as outlined in the Residents' 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 \$50 fee will be automatically charged to the resident's credit card. Any concerns about the state of the suite prior to departure should be immediately directed to the residence office by the resident to [summer.residence@wdw.utoronto.ca](mailto:summer.residence@wdw.utoronto.ca). 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.

## **F. RIGHTS AND OBLIGATIONS OF RESIDENCE DURING OCCUPANCY PERIOD**

### **The residence shall:**

- Assign the student a room and one key fob;
- Maintain the room, the suite and the common space in a reasonable state of repair and fit for habitation (NOTE: residents are responsible for the daily cleaning of the room and suite).

### **Residence staff has the right to:**

- retain and use a master key giving its representatives access to the room for the purposes permitted hereunder or by law;
- enter the room/suite during business hours upon the giving of notice (24 hours) to the resident and at regular intervals not more frequent than bi-weekly
- enter the room/suite at any time and without notice in the event of an emergency or perceived emergency and to assess the safety of occupants and/or to assess facilities concerns
- enter the room in order to examine the state of the room, including the state of sanitation and repair, and to make such repairs, changes or improvements to the room and/or the furnishings therein as the residence may deem necessary or desirable

### **Room Assignments**

Woodsworth College residence will assign a room to the resident using the following criteria in order:

- availability
- single gender or mixed gender
- matching occupancy periods
- mutual suitemate requests
- information provided by the resident to the residence on the online summer residence application

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.

Suitemate requests made after the submission of the online summer application must be made by email to [summer.residence@wdw.utoronto.ca](mailto:summer.residence@wdw.utoronto.ca), are not guaranteed, and will be considered based on the room assignment criteria.

### **Moving**

The residence reserves the right, to be exercised by residence staff to substitute another room in the residence for the 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 service 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 resident must not give out their key or access to their assigned room. The resident must return the room key to the residence at the end of their term.

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

## **G. RIGHTS AND OBLIGATIONS OF RESIDENT DURING OCCUPANCY PERIOD**

### **The resident shall:**

1. Abide by the rules and regulations outlined in this Occupancy Agreement as well as the Resident's Handbook, which form part of this agreement.

**NOTE: The residence reserves the right to amend these standards and make any additional regulations or policies as the need arises. Residents will always be given notice in writing when such changes occur. The residence will consult with residence council representatives when making policy changes.**

## **H. 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, their guests, agents or invitees.

## **I. INTERRUPTIONS OF SERVICE**

If the License becomes impossible to perform by either party due to acts of God, war, government regulations, disaster, pandemic, strikes, civil disorder, curtailment of transportation facilities, or other emergencies making it illegal or impossible to provide the facilities, this License may be terminated for any one or more of such reasons by written notice from one party to the other provided that the reason for said termination is in effect in Toronto or the immediate surrounding area and is in effect within 30 days prior to the resident's arrival date.

## **J. OTHER FACTORS**

The Woodsworth Residence building houses a restaurant that is located on the north east side of the building, with patio seating on the east side:

- 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 construction beginning on two buildings; one directly adjacent to the Woodsworth College Residence building atop the Goldring Center for High Performance Sport, and one south of the Woodsworth College building. As a result, there may be noise, dirt, lack of privacy and other construction related effects on residents, in particular on those residents facing the construction, but all rooms could be affected due to close proximity.**

We have been advised by the City of Toronto that extensive construction will be occurring on Bloor Street, on the north side of the building. The work will include interruption of water services, road construction, and the replacing of boulevards and sidewalks. For updated information please see [toronto.ca/bloorstreetconstruction](http://toronto.ca/bloorstreetconstruction)

From time to time, 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.

## **K. AGREEMENT IN WRITING**

This agreement and the attached appendix and the Summer Guest's 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

### SINGLE ROOM IN 4-, 5- OR 6-BEDROOM SUITE

#### **STUDENT FULL TERM SUMMER DISCOUNT FEE:**

Occupancy Period *	Deposit **	Cost***
May 5, 2021 – August 25, 2021	\$700.00	\$4,406.00

This is a discounted price and the payment must be made in full 15 days prior to the start date of the full term occupancy period, otherwise; accommodation costs will be recalculated based on the appropriate daily, monthly and/or semester fees. This price is offered only during the exact dates indicated occupancy period.

U of T students that apply to summer residence prior to March 30<sup>th</sup>, 2021 will receive an additional discount of 4.5% from the cost of the student full term summer discount fee.

Students who stay for the May 5 – August 25, 2021 occupancy period may choose to extend their stay based on availability:

- May 1– 4, 2021 by paying an additional flat rate of \$350.00
- August 26 – 31, 2021 by paying an additional flat rate of \$350.00

Students must arrange these extensions with the residence office in advance and payment for these options must be made in full prior to check in.

#### **STUDENT FIRST SEMESTER SUMMER DISCOUNT FEE:**

Occupancy Period *	Deposit **	Cost***
May 5, 2021 – June 28, 2021	\$700.00	\$2,491.00

This is a discounted price and the payment must be made in full 15 days prior to the start date of the full term occupancy period, otherwise; accommodation costs will be recalculated based on the appropriate daily, monthly and/or semester fees. This price is offered only during the indicated first semester occupancy period; this price cannot be used in conjunction with stays that do not correspond exactly with the first summer semester occupancy period.

#### **STUDENT SECOND SEMESTER SUMMER DISCOUNT FEE:**

Occupancy Period *	Deposit **	Cost***
July 2, 2021 – August 25, 2021	\$700.00	\$2,491.00

This is a discounted price and the payment must be made in full 15 days prior to check in full prior to the start date of the full term occupancy period, otherwise; accommodation costs will be recalculated based on the appropriate daily, monthly and/or semester fees. This price is offered only during the indicated second semester occupancy this price cannot be used in conjunction with stays that do not correspond exactly with the second summer semester occupancy period.

#### **REGULAR MONTHLY SUMMER FEE:**

Potential Occupancy Period *	Deposit **	Cost***
May 5, 2021 – August 25 2021	\$700.00	\$1,620.00

The first monthly payment must be made 15 days prior to check in. Subsequent monthly payments will be automatically charged to your credit card on the monthly anniversary of your arrival date. Alternative payment arrangements may be made with the Residence Office prior to check in.

#### **REGULAR NIGHTLY FEE**

\$84.00/night. Minimum stay of 2 weeks is required. Full payment must be received prior to check in.

#### **OVER STAY COST**

If a resident fails to check-out by 12:00 noon on their scheduled departure date, the residence will automatically charge the resident's credit card an over stay charge of \$120 every day at 12:00 noon until the resident has checked-out at the front desk. Abandoning one's room is NOT considered to be "moving out" or "checking-out", please see the section on *Rights and obligations of Resident upon termination of Occupancy* included in the occupancy agreement.

#### **Notes:**

\* Guests are required to vacate their room at 12:00 noon on their check out date. Extensions past August 25<sup>th</sup>, 2021 are possible **only for students who stay for the full summer term according to the terms specified in the Student Full Term Summer Discount Fee**; otherwise, extensions are not possible.

\*\* Deposit: A \$700 non-refundable deposit is required with all applications and will be applied to your total payment. Non-payment of fees according to these terms will result in termination of this agreement by the residence according to section E, Termination.

\*\*\* Cancellations will result in the cancellation of the discount received for a full summer term, semester term, or monthly term. Refunds will be calculated based on 30 days' notice and accommodation costs will be recalculated based on the appropriate daily, monthly and/or semester fees.

\*\*\*\* Modifications to occupancy period will disqualify guests from receiving discounted rates. Rates will be adjusted accordingly to regular monthly fees.

**Cancellations:** All cancellations must be received in writing via e-mail to the Residence Office at [summer.residence@wdw.utoronto.ca](mailto:summer.residence@wdw.utoronto.ca) or submitted to the Residence Office during business hours at 321 Bloor St. W, Toronto, On, M5S 1S5. 30 days' notice is required for all cancellations.