

OCCUPANCY AGREEMENT
Summer 2023



In consideration of the mutual covenants contained herein, and in the 2023 Summer Residence Handbook (the "Residence Handbook") available on our website <http://wdw.utoronto.ca/residence/summer>, 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 may be offered accommodation at the discretion of the Residence Office. Anyone with an outstanding balance to Woodsworth College Residence or the University of Toronto 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, restitution, 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.
3. In accordance with section I.

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 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:

Cancellation Penalty for Full-Term Fees

- Prior to April 6, 2023 – Deposit is not refundable
- Prior to April 21, 2023 – 50% of the Full-Term Fee
- Prior to June 6, 2023 – 65% of the Full-Term Fee
- Prior to June 30, 2023 – 80% of the Full-Term Fee
- After June 30, 2023 – 100% of the Full –Term Fee

Cancellation Penalty for First Semester Fees

- Prior to April 6, 2023 – Deposit is not refundable
- Prior to April 21, 2023 – 50% of the First-Semester Fee
- Prior to June 6, 2023 – 80% of the First-Semester Fee
- After June 6, 2023 – 100% of the First-Semester Fee

Cancellation Penalty for Second Semester Fees

- Prior to June 3, 2023 – Deposit is not refundable
- Prior to June 18, 2023 – 50% of the Second-Term Fee
- Prior to July 3, 2023 – 80% of the Second-Term Fee
- After July 3, 2023 – 100% of the Second-Term Fee

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
- close the bedroom and suite doors
- officially check out at the front desk
- return the room key fob 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 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. 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, mail key, and one room 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, 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 \$250 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.
2. 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.
3. The University of Toronto requires all those intending to be present on our three campuses, or on premises owned or operated by the university, to be fully vaccinated against COVID-19 and provide proof of vaccination. For full information on U of T's vaccine requirement visit <http://utoronto.ca/utogether/vaccines>

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.

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. 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.

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.

Residents may experience noise generated by local traffic, emergency services, construction vehicles, garbage trucks, maintenance truck pick-ups and other typical urban noise.

There may be construction beginning on several buildings; one directly adjacent to the Woodsworth College Residence building atop the Goldring Center for High Performance Sport, one south of the Woodsworth College building, and one on Devonshire PI southeast of Woodsworth College Residence. 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.

Domestic hot water service will be interrupted for a 4-week period anticipated to be during the summer in order for the University to complete required maintenance on steam supply equipment. In order to complete this work, the residence's steam supply must be disconnected to replace existing pipes. The residence's domestic hot water supply will be on electrical boiler backup while replacement work takes place. While on electrical backup, hot water may not be as plentiful and may not be as hot. The specific dates for this work will be communicated to residents as they become available.

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

Woodsworth College Residence will adhere to any public health measures, guidelines, or legislation. It may be necessary to restrict access to building amenities, services, and/or guest registration.

There will be no compensation or reduction in residence fees for any suites/rooms affected by any of the aforementioned conditions.

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. RESIDENTIAL TENANCIES 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 Summer 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

SINGLE ROOM IN 4,5 OR 6 BEDROOM SUITE

FULL-TERM SUMMER FEE:

Full-Term Occupancy Period *	Deposit **	Cost***
May 6, 2023 – August 26, 2023	\$800.00	\$4,882.50

Payment must be made in full 15 days prior to the start date of the full-term occupancy period.

Residents who stay for the full-term occupancy period may request to extend their stay prior to move-in for the following period based on residence availability:

- May 1 – 5, 2023 an additional flat rate of \$450.00

Extensions are available on a limited basis, must be approved in advance by the residence office, and are not guaranteed.

U of T STUDENT FULL-TERM SUMMER DISCOUNT FEE:

Full-Term Occupancy Period *	Deposit **	Cost***
May 6, 2023 – August 26, 2023	\$800.00	\$4,662.79

In order to be eligible for the U of T Student Full-Term Summer Discount fee, students must be registered in summer classes at the University of Toronto and apply to summer residence prior to March 30th, 2023. Payment must be made in full 15 days prior to the start date of the full-term occupancy period.

U of T Students who stay for the full-term occupancy period may request to extend their stay prior to move-in for the following period(s) based on residence availability:

- May 1 – 5, 2023 an additional flat rate of \$450.00

- August 27 – 31, 2023 an additional flat rate of \$450.00 (only offered by the residence office to students living in Woodsworth Residence for the 2023-24 academic year)

Extensions are available on a limited basis, must be approved in advance by the residence office, and are not guaranteed.

FIRST SEMESTER SUMMER FEE:

First Semester Occupancy Period *	Deposit **	Cost***
May 6, 2023 – Jun 30, 2023	\$800.00	\$2,751.00

Payment must be made in full 15 days prior to the start date of the first semester occupancy period. 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.

SECOND SEMESTER SUMMER FEE:

Second Semester Occupancy Period *	Deposit **	Cost***
July 3, 2023 – August 26, 2023	\$800.00	\$2,751.00

Payment must be made in full 15 days prior to the start date of the second semester occupancy period. 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.

FAILURE TO CHECK-OUT

If a resident fails to check-out by 12:00 noon on their scheduled departure date, the residence will charge the resident's credit card \$120 for every day 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 section [F] on *Rights and obligations of Resident upon termination of Occupancy* included in the occupancy agreement.

Notes:

*Residents are required to vacate their room at 12:00 noon on their check out date. Extensions past August 26th, 2023 are possible **only for U of T students living in Woodsworth Residence for the 2023-2024 academic term who stay for the summer in 2023;** otherwise, extensions are not possible.

** Deposit: A \$800 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 be calculated based on the original booking and the time the request is received by the Residence Office according to section E, Termination for schedule.

**** We do not pro-rate term fees for late arrival or early departure.

Cancellations: All cancellations must be received in writing via e-mail to the Residence Office at summer.residence@wdw.utoronto.ca or submitted to the Residence Office in writing during business hours at 321 Bloor St. W, Toronto, ON, M5S 1S5.