



## 2021-2022 Graduate House Occupancy Agreement

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

### PERIOD AND TERMS OF OCCUPANCY

#### 1.0 Terms of Occupancy

The University grants the Resident a license to use and occupy both the individual room (the "Room") and an assigned suite (the "Suite") at Graduate House (60 Harbord Street, Toronto, ON, M5S 3L1) (hereinafter called the "premises") assigned pursuant to sections 3.0 to 3.4 of this Agreement during the Occupancy Periods as outlined in Section 1.1.

Acceptance of the terms and conditions of this Agreement constitutes a binding commitment by the Resident for the full term as outlined in Section 1.1 of this Agreement.

#### 1.1 Occupancy Periods

Occupancy Period	Occupancy Start Date	Occupancy End Date
Fall 2021-Winter 2022	September 1, 2021	April 30, 2022
Summer 2022	May 1, 2022	August 23, 2022
Fall 2021-Summer 2022	September 1, 2021	August 23, 2022

- (a) At time of application, the Resident will select one of the foregoing Occupancy Periods with the ongoing right to withdraw on a different date in accordance with Sections 4.0 to 4.4 of this Agreement. The last day of the Occupancy Period, or the Effective Date of Termination under Section 4.3 hereof, or the Date of Withdrawal under Section 4.1 hereof, whichever first occurs, is herein called the "Vacating Date."
- (b) Should the Resident complete full-time graduate studies earlier than the Occupancy End Date, the Occupancy Period shall expire two (2) months after the completion of the Resident's full-time graduate studies. During this period, the Resident will be subject to Section 5.1(f).
- (c) In the case where a resident is admitted for the Summer Occupancy Period and the immediately succeeding Fall/Winter term, or is admitted early to the Fall term, this Agreement will extend to cover the period from August 23-31<sup>st</sup>, when the residence is otherwise closed, and the resident will be responsible for fees during this period.

#### 1.2 Possession

If the Resident wishes to move in after the Occupancy Start Date (Sep 1st or May 1st as the case may be), they must request permission to do so in writing, and receive written confirmation and approval to do so from Graduate House. No reduction in fees will be provided for move-ins after the Occupancy Start Date. Otherwise, if the Resident does not take possession of and occupy the room within three (3) days of the occupancy start date, the application fee, confirmation deposit, and this license are automatically forfeited and cancelled, and the University may license the Room to another resident forthwith, without notice to the Resident.

#### 1.3 Limited to Term of Occupancy

This Agreement is solely for the provision of accommodation for the term stipulated in Section 1.1 and the Resident expressly agrees that this Agreement and the term of occupation set out herein shall terminate at the date and time set out in Section 1.1. This Agreement should not be expected to be renewed or continue beyond the dates outlined in Section 1.1, and the University makes no representations with respect to any such renewal or continuation of this Agreement. A resident may submit an application for subsequent terms, but such application is not guaranteed on the sole basis of previous occupancy in residence.

#### 1.4 Winter Break Closure & Service Reduction

The University is closed from Wednesday, December 22, 2021 through until Friday, December 31, 2021 (hereinafter called the "Winter Break"). The Resident is not required to vacate their space.

During the University's Winter Break Closure, the University is closed and services of Graduate House will be reduced; there are no IT or administrative services, front desk services are limited, and there are minimal staff on-site. There will be no reduction in Occupancy Fees as a result of service reduction.



## RESIDENT ELIGIBILITY & STATUS

### 2.0 Purpose & Goals of Graduate House

It is understood by the University and the Resident that the residence facilities of the University are intended to promote and enhance the academic, intellectual, and personal development of its students and their involvement in campus life, and that, accordingly, the atmosphere, environment, and the Resident's behaviour in Graduate House shall be conducive to and consistent with the achievement of these purposes.

### 2.1 Applicant & Resident Eligibility

- (a) The Resident agrees and acknowledges that in order to be eligible for residence in Graduate House for the period from September–May, the Resident must be registered in a full-time degree program within the School of Graduate Studies, or a Second-Entry professional program, during the occupancy period, unless alternate arrangements have been approved in writing by the Dean, Director, or their designate(s).
- (b) To be eligible for residence in Graduate House from May–August, the Resident must be currently enrolled in a program of studies (either full time or part time) at a post-secondary institution or be an alumnus of the University of Toronto during the Occupancy Period.
- (c) The Resident further agrees that in the event of unfilled vacancies Graduate House may temporarily modify its eligibility requirements, from time to time and without notice, in order to accommodate suitable applicants.
- (d) Students who are on Academic Probation will be considered for occupancy on an individual basis. Residence admission and termination decisions for students on academic probation will be made at the discretion of the Dean, Director, or their designate(s).
- (e) Residents must pay all outstanding fees and charges from previous years prior to submitting a housing application and application fee for subsequent occupancy. Failure to do so may result in the denial of re-application.

### 2.2 Change in Eligibility Status

The Resident acknowledges and agrees that if a change in enrollment status causes the Resident to no longer meet the eligibility requirements for Graduate House, that they will inform the Graduate House Office immediately and will be subject to Sections 4.3 and 4.4. Entry into this Agreement authorizes the Dean, Director, or their designate(s) to verify academic enrollment and standing for the purpose of determining eligibility for occupancy.

## ROOM ASSIGNMENT

### 3.0 Living Accommodation

The Resident shall use the Room only as a private dwelling for themselves (and, if the Room is a double room, for another assigned resident) and shall be entitled to fair use and responsibility of the common facilities of the Suite along with their suitemates, and the common facilities of Graduate House together with the other residents, so long as they continue to occupy the Room and comply with the terms of this agreement and the appendices attached hereto.

### 3.1 Room Assignment

Residents are assigned to a room by the Graduate House Office in its sole and absolute discretion. Room assignments are subject to change at staff discretion.

During the application process applicants will have the opportunity to indicate roommate preferences. In cases where a roommate preference is not indicated, the Residence will assign a roommate based on roommate profile preferences. The Graduate House Office cannot guarantee roommate preferences will be met.

Applicants will have the opportunity to submit any special accommodation requests during the application process. In order to increase likelihood that accommodations can be met, special accommodations requests should be submitted by the application deadline. The provision of all reasonable accommodations and services is assessed based on the current impact of the accessibility need on residence living.

### 3.2 Substitution of Room

The University reserves the right, to be exercised by Graduate House reasonably, to substitute another room and suite in Graduate House for the Room and the Suite at any time during the Occupancy Period, in which event the substituted room and suite shall be deemed to be the Room and the Suite for all purposes hereunder and the Resident shall forthwith move to that other Room.



The Resident agrees to accept the University's prerogative/responsibility to relocate the Resident to an alternative room as deemed necessary due to factors that may include, but are not limited to, roommate/suitemate withdrawal or incompatibility, emergency situations, threats to personal safety, construction, repairs, unplanned business disruption, Acts of God, or to maximize occupancy.

Residents must be prepared to welcome a new person to their room or unit or be relocated to another room any time a vacancy exists. When a vacancy exists that cannot be filled, the bedroom is locked and access or use is not permitted.

### 3.3 Request for Room or Suite Change

A room or suite change may be initiated at the request of a Resident using the request process outlined in the Residence Handbook. The Dean, Director, or their designate(s) has the authority to grant or deny such a request at its sole and absolute discretion. The Resident acknowledges and agrees:

- a) that suite change requests will not be considered within the first month of moving in and thereafter only subject to availability, administrative approval, and only as a last resort after other means of addressing a suite-related issue have been exhausted.
- b) that in the event of a Room or Suite change, either at the Resident's request, or as a result of a reassignment by Graduate House, the monthly occupancy fee for the new room (based on the room type) shall apply, as of the date on which the new room is occupied.

### 3.4 Sublicensing or Subletting Not Permitted

The Resident will not assign this agreement, sub-license, or sub-let the Room or the Suite or any part thereof to any other person or otherwise part with the possession or occupation of the Room or the Suite, except according to the terms set forth in Schedule B in the Residence Handbook, and with the written approval of the Graduate House Office. This includes licensing to short-stay guests, such as those elicited by websites such as Air BnB.

The Resident agrees and acknowledges that, if the Resident is discovered to be permitting occupancy of the premises in a manner that is contrary to this Section 3.4, this license is automatically forfeited and cancelled, and the University may license the Room to another resident forthwith, without notice to the Resident. Terms as set out in sections 4.0 to 4.4 will apply.

## CANCELLATION, WITHDRAWAL OR TERMINATION OF OCCUPANCY

### 4.0 Cancellation Prior to Occupancy

If the Resident elects to withdraw from Residence or from their program of study, or otherwise cancel after acceptance of their residence offer, and before their move-in date, the Resident shall give the Graduate House Office notice of their intention to withdraw using the **Withdrawal Notice Form**.

If after accepting an offer of residence a student decides that they no longer wish to attend University of Toronto, they are encouraged to notify the Graduate House Office immediately. The Graduate House Office is not notified by Registrar staff if a student withdraws from their program; students are responsible for communicating any changes to their registration status to the Graduate House Office.

Notification of Cancellation	Refund and/or Cancellation Fee
Prior to receiving an offer	Full refund of application fee
After accepting an offer	No refund of application fee or confirmation deposit

### 4.1 Withdrawal from Occupancy by Resident

In the event that the Resident elects to withdraw from Graduate House or from full-time studies at the School of Graduate Studies or in a Second-Entry Professional program, the Resident shall give Graduate House at least two (2) full calendar months' notice in writing of their intention to withdraw, and the date on which they intend to move out, which date shall become the "Date of Withdrawal." The Resident will follow the process for submitting notice of withdrawal as detailed in the Residence Handbook.

- (a) The new "Date of Withdrawal" must be within the current Occupancy Period, i.e. no earlier than November 1st for Occupancy Periods beginning September 1st and no earlier than June 12th for Occupancy Periods beginning May 1st. The Occupancy Start Date must be no later than February 28th for Occupancy Periods ending April 30th and no later than July 12th for Occupancy Periods ending August 23rd. Residents must also stay no less



than 6 weeks during Summer Occupancy Period.

## 4.2 No Show and Abandonment of Unit

As outlined in Section 1.2, if the Resident does not take possession of and occupy the room within three (3) days of the occupancy start date, the application fee, confirmation deposit, and this license are automatically forfeited and cancelled, and the University may license the Room to another resident forthwith, without notice to the Resident.

The Resident acknowledges that the premises may be deemed abandoned where the Resident has, in the opinion of the Graduate House Office, vacated the premises and failed to respond to a Notice of Abandonment sent within ten (10) business days of the Notice of Abandonment being posted on the door to the Room. Abandonment is grounds for termination of this Agreement and the Resident's rights hereunder. If deemed abandoned, the Resident shall be liable for the Occupancy Fees as set out in Section 4.1 above, with the date two (2) full months after the posting of the Notice of Abandonment being considered the Date of Withdrawal.

## 4.3 Termination of Occupancy

- (a) The University may, at its option, terminate this license upon the happening of any of the following events:
  - i. Non-payment by the Resident of any amount due to the University;
  - ii. Material breach by the Resident of any other provision of this agreement or the terms outlined in the **Residence Handbook**, as published from time –to time;
  - iii. Material breach by the Resident of the Code of Student Conduct, Rules & Regulations, the University of Toronto Guideline on the Appropriate Use of Information & Communication Technology, as published from time to time; or
  - iv. Any event whereby the Resident ceases to be a **registered student with a full-time enrolment status as outlined in Section 2.1** at the University of Toronto, including but not limited to the suspension or expulsion of the Resident from studies during the academic session, but excluding voluntary withdrawal by the Resident from studies during the academic session.
  - v. In accordance with Section 9.3.
- (b) In the event that the University exercises its option to terminate this 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 (the "Effective Date of Termination"), which shall be not less than (3) three days following the giving of the notice. The notice may be hand or electronically delivered to the Resident 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 9.3, the University reserves the right, to be exercised by the Dean or Director acting reasonably, to give written notice of termination of this license not less than 24 hours before the effective date of termination.
- (d) Notwithstanding the early termination of this license, the Resident shall at the option of the University be liable for payment for equivalent amount of 2 months of the Residence Fees, whether or not the Room is re-occupied or the Residence is filled.
- (e) In all other circumstances, the License terminates automatically at the date specified in the Agreement.

## 4.4 Vacating the Residence Room

The Resident will vacate the Room and the Suite and remove all possessions there from before 3:00 p.m. on the Vacating Date, or on the Effective Date of Termination in accordance with Section 4.3 above, or on the Withdrawal date, in accordance with Section 4.1 above and has no vested right to occupy the Room or the Suite beyond that time. The resident will move-out in accordance with the procedures outlined in the Residence Handbook, including the return of all keys, credentials, or Graduate House property.

- (a) The Resident is responsible for pro-rated additional charges if all possessions are not removed, and replacement key charges if keys are not returned by 3:00 p.m. on the Vacating Date, Withdrawal Date, or Effective Date of Termination as the case may be.
- (b) The University has no responsibility for any possessions, of the Resident or of any other person, left in the Room or the Residence. The University has the absolute right to dispose of such possessions after the Vacating Date, Withdrawal Date, or Effective Date of Termination as the case may be, or without any liability to account to the Resident thereafter.



## RESIDENCE FEES

### 5.0 Total Fees

The Resident agrees and acknowledges that by accepting an Offer of Residence at Graduate House the Resident is committing to staying for the full occupancy period (subject to the terms of this agreement). The Resident further agrees to pay an occupancy fee ("the Occupancy Fee") corresponding to their assigned Room and related Suite for the entire Occupancy Period, as well as the Graduate House Council Fee, and other fees and/or deposits as outlined in Sections 5.1 to 5.5. Students are expected to monitor their financial accounts on ACORN.

### 5.1 Fee Payments & Refunds

Occupancy fees, Graduate House Council Fee, and other fees/deposits are payable and due as follows:

**(a) Application Fee:** A fee of \$100 is due at the time an application for residence is submitted to Graduate House. This fee is refundable to the applicant up until the point that an Offer of Residence is made. If the applicant does not accept this offer or does not respond, the Application Fee is forfeited and the application is cancelled. If the applicant accepts the Offer of Residence, this amount will be put towards their last month's Occupancy Fee;

**(b) Confirmation Deposit:** A confirmation deposit of \$500 is due at the time an applicant accepts the Offer of Residence. Once paid, this deposit is non-refundable if the Resident does not take up occupancy for whatever reason. If the Resident does take up occupancy this amount will be applied to their last month's Occupancy Fee;

**(c) First installment due upon move-in:** A further payment totaling the first month's Occupancy Fee plus the last month's Occupancy Fee, less fees/deposits already paid, is due on the first day of the Occupancy period. For University of Toronto students, this amount is charged to the student's financial account on the Accessible Campus Online Resource Network (ACORN);

**(d) Graduate House Council Fee:** set at a maximum of \$35 per annum and calculated on a per-semester basis. The semesterly installment is due at the beginning of each semester (Sep 1, Jan 1, and May1). For University of Toronto Students, is charged to the student's financial account on ACORN. It is non-refundable.

**(e) Ongoing monthly installments of the occupancy fee:** The balance of the Occupancy Fee, payable in monthly installments, is due, commencing on the first (1st) day of the month following the month in which a resident moves in, and on the first (1st) day of each and every month of the Occupancy Period up to and including their penultimate month. For University of Toronto students, this payment is charged to the student's financial account on ACORN. Occupancy fees are approved, and may be adjusted annually, by the Governing Council of the University of Toronto or the appropriate Board or Committee thereof;

**(f) Damage Deposit:** Non-U of T residents are also required to pay an additional \$400 damage deposit, payable by certified cheque, money order, or debit card from a Canadian bank, upon arrival and before receiving keys. The damage deposit is refundable within 6-8 weeks of departure via cheque, assuming no room or suite damages have been assessed and all keys have been returned on time. Students who may convert status during the Occupancy Period from a U of T resident to Non-U of T resident, will be required to provide the damage deposit at time of status change.

### 5.2 Failure to Pay and Delinquent Accounts

The Resident acknowledges and agrees that they will pay interest on any overdue payments as assessed by the Office of Student Accounts and that Graduate House does not initiate or administer the levying of interest charges on overdue student account balances. Please refer to Office of Student Accounts website (<https://studentaccount.utoronto.ca>) for service charge rates. Outstanding charges on the Resident's account from prior sessions are subject to a service charge as of the 15<sup>th</sup> of every month until paid in full.

Failure to pay Occupancy Fees may result in the denial of University privileges including access to transcripts and records of attendance and the opportunity to register for classes. Delinquent accounts may also be sent to a collection agency for reconciliation. The University reserves the right to require payment by money order or certified cheque.

### 5.3 Non-Reduction of Fees

While the resident acknowledges and agrees that there shall 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, the



University shall make every reasonable effort to ensure the uninterrupted and uncurtailed use of said accommodation, facility, or service.

While every effort will be made to address maintenance issues in a timely manner, adjustments to Occupancy Fees will not be made based on room condition, size, or the furnishings provided.

Contract dates and residence fees will not be adjusted for conditions including but not limited to the following:

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

## 5.4 Incidental Fees

There are a number of incidental fees and charges that a resident may incur while living in residence that include, but are not limited to, lockout fees, key replacement fees, maintenance and cleaning fees, and repair and replacement charges. These fees and charges are charged to a student's ACORN account and are subject to section 5.2 of this Agreement.

Fee	Amount
Graduate House Council fee	\$35 per annum, pro-rated at \$2.92/month for shorter terms. Billed in full and due with the first month's occupancy fees.
Lost key fob	\$25 Billed and due at the time of loss.
Lost mailbox key	\$50 Billed and due at the time of loss.
Lost laundry card	\$5 Billed and due at the time of loss.
Lost bike tag	\$5 Billed and due at the time of loss.
Damage charges or	Assessed case by case on a cost recovery basis. Billed and due at the time of the incident.
Additional cleaning	Assessed and billed to bring suites up to an acceptable level of cleanliness. Billed and due at the time of the incident.

## 5.5 Occupancy Fee Schedule

Occupancy Fees are displayed below according to term and room type. The Total Fees are payable in monthly installments.

Room Type	Monthly Installment	Occupancy Period		
		Sept 1 - Apr 30	May 1 – Aug 23	Sept 1 – Aug 23
Premium Single	\$1,344	\$10,752	\$5,376	\$16,128
Regular Single	\$1,203	\$9,624	\$4,812	\$14,436
Regular Double	\$920	\$7,360	\$3,680	\$11,040

## FACILITIES

### 6.0 University Obligations

The University will:

- provide the Resident with all furnishings listed on Schedule A: Inventory (or equivalent inventory list), available through StarPortal and listed in the Residence Handbook, until the Vacating Date;
- maintain the Room, the Suite and Graduate House in a reasonable state of repair and maintain the Room and the Suite when unoccupied by the Resident;
- maintain Graduate House non-Suite areas, at all times, in a reasonable state of cleanliness; and
- make every reasonable effort to maintain essential facilities and services at Graduate House.

### 6.1 Responsibility for Resident's Room

The Resident agrees to maintain the Room and the Suite in a clean condition in accordance with the Graduate House Standards and will not allow any refuse, garbage, or other inappropriate material as so deemed by the University officials to accumulate in or about the Room, Suite, or Graduate House. The Resident agrees to pay for all missing



items, damages, or cleaning caused to the premises (including common areas) by the Resident or guest(s) during the term of this Agreement. The Resident agrees to not make any alterations, additions, or change in any way to the premises.

## **6.2 Responsibility for Shared Suite Facilities**

All residents occupying a room or unit are jointly and severally responsible for items missing from, cleaning to, or damages caused to, the Shared Suite Facilities within the Room or the Suite, which include, but are not limited to, the kitchen, bathrooms, and living space.

## **6.3 Access & Entry to Room & Suite**

A representative of Graduate House, which includes but is not limited to the Dean, Director, their designates, Residence Advisors, cleaning, maintenance, and facilities staff, shall be permitted to enter the Room or the Suite during daylight hours upon giving reasonable notice to the Resident and at regular intervals if such intervals are previously announced to the residents; and at any time without notice:

- (a) in the event of an emergency or perceived emergency, or disturbance or breach or suspected breach of the rules contained herein, or the Community Standards outlined in the Residence Handbook; or
- (b) in order to examine the state of the Room or Suite, including the state of sanitation, safety, and repair thereof, or to address maintenance requests; or
- (c) in order to make such repairs, changes, or improvements to the Room or Suite and its furnishings as the University may deem necessary or desirable; or
- (d) in order to take such steps as are deemed necessary for the safety of residents.

The Resident acknowledges and agrees that the Graduate House Office or emergency or police personnel may enter any room in the residence without notice where there exists reasonable grounds to believe that there is an emergency situation or evidence of criminal activity within the room.

If the Residence is unable to contact the Resident by way of email or phone after a minimum of two attempts, for reasons/concerns that may be administrative, behavioural, or urgent, the Residence may temporarily “block” access to the room through the electronic key card of the Resident. Upon the Resident communicating with Residence Staff the room will be “un-blocked” for the Resident.

The Resident acknowledges and agrees that Graduate House representatives will enter their suite to clean in the event that a room within the suite becomes vacant or is scheduled to be occupied. Individual notification of suite cleaning will not be provided. Graduate House representatives shall adhere to the guidelines outlined in Schedule C in the Residence Handbook with respect to procedures for suite entry and notification in all other situations not outlined above.

## **6.4 Keys & Locks**

The Resident acknowledges and agrees that any and all keys, fobs, or other access credentials issued to the Resident remain the property of the University, and the Resident is responsible for returning all such items at the end of the Occupancy Period. No loan or transfer of any key/fob or other access credential to others for use or access of any facility is permitted.

- (a) The Resident shall receive one key/fob for the Room, Suite and Residence. If the Resident loses a key/fob, the Resident may obtain a replacement by paying a fee of \$25. Keys/fobs shall be returned by the Resident to the University on or before the Vacating Date. If the Resident fails to return their key/fob in good condition upon leaving Graduate House they shall be charged a fee of \$25.
- (b) The Resident shall receive one mailbox key. If the Resident loses the mailbox key, they may obtain a replacement by paying a fee of \$50. The mailbox key must be returned to the University on or before the Vacating Date. If the Resident fails to return the mailbox key upon leaving Graduate House, they shall be charged a fee of \$50.
- (c) The University shall have the right to retain and use a master key/fob giving its representatives access to the Room and Suite for the purposes permitted hereunder or by law.
- (d) The Resident shall not be in possession of a master key/fob or any other key/fob or access credential pertaining to Graduate House without the permission and authorization of Graduate House.
- (e) 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.
- (f) After 3:00 pm on the Vacating Date, the University shall have the right to enter the Room and change the lock without notice or liability to the Resident and without providing the Resident with a key for the new lock.



## 6.5 Appropriate Use of Room & Suite

The Resident will not:

- (a) paint, decorate, or redecorate the Room or Suite;
- (b) deface any wall, ceiling, window, or other surface of Graduate House, or damage Graduate House or its furnishings or permit their guests to do so;
- (c) keep or use a waterbed, any open element heating, and/or air conditioning equipment in the Room or Suite, or overload the electrical circuits of the Room or Suite;
- (d) make any alterations to the structure of the Room or Suite or affix anything to the walls or ceiling thereof, except with fasteners approved by Graduate House;
- (e) apply or affix anything to the exterior of Graduate House;
- (f) behave in a manner that will bully, harass, unreasonably disturb, annoy, or interfere with the use or enjoyment of Graduate House by the other residents or permit anything to be done or kept in Graduate House which will obstruct or interfere with the enjoyment or rights of the other residents (for example the burning of incense if found objectionable by suitemate or other Residents);
- (g) commit, aid, or abet an illegal act to be committed in Graduate House or on Graduate House property;
- (h) remove, alter, damage, or deface any of the furniture or equipment provided by Graduate House;
- (i) install or use washers, dryers, dishwashers, ovens, or full-sized refrigerators other than those appliances provided with the suite. Small appliances such as toasters are permitted, as are small, bar-size refrigerators in individual bedrooms.

## 6.6 Damages & Cleaning

Within one week of moving in, the Resident will complete and submit Graduate House "Schedule A" (Inventory) or equivalent document via the online StarPortal; Schedule A serves as documentation of the condition of the Resident's Room and Suite upon arrival.

- (a) In the event that the Resident fails to submit the Schedule A document within one week of moving in, it is understood and agreed that all aspects of the Suite, Room, fixtures, and furnishings are deemed by the Resident to be in good order, and the Resident accepts all responsibility for damages and repair costs arising during and at the end of the Occupancy Period.
- (b) The Resident will report any damage to the Room, the Suite, or Graduate House to the Graduate House Office immediately and will be required to pay for the repair/replacement of any damage to the Room, the Suite, Graduate House, or the furnishings thereof caused by them or by their guests, normal wear and tear excepted, which repair/replacement shall be performed only by the University. The Resident will assume a collective responsibility for damages, which may occur to the Room, the Suite, or other common areas of Graduate House, if such damage cannot be assessed to specific individuals.
- (c) The Resident will be responsible for cleaning and restoring the Room and Suite by the Vacating Date, to the condition in which it was at the commencement of the Occupancy Period, normal wear and tear excepted, and will reimburse the University for the cost of cleaning and restoration, as outlined in this Agreement and in the Residence Handbook, which forms part of this agreement, upon failure of the Resident to maintain an ordinary state of cleanliness at any time during the Occupancy Period or to leave the Room and Suite in a clean and restored condition in accordance with Graduate House standards on the Vacating Date.

## 6.7 Removing Items From Room

All furniture, appliances, and equipment found in the Room or Suite at the commencement of the Resident's occupancy must remain in the Room or Suite for the entire term as specified in Section 1.1 of this Agreement or the Resident is subject to subsequent charges as per section 5.4 of this Agreement.

## 6.8 Prohibited Items

The Resident will not keep any firearm, weapon, explosive, dangerous, or noxious material in the Room, Suite or Graduate House. The cultivation of cannabis plants as well as cooking and baking with cannabis is prohibited in residence bedrooms, suites, and common areas. No animals of any type are permitted in the Room, Suite or Graduate House, except for fish or approved service animals, which must be maintained in a safe and hygienic manner and in an agreed-upon location according to the terms of the Suitemate Agreement. The possession of fish is a privilege that can be revoked by Graduate House at any time.

## 6.9 Renovations and Construction

The University and Graduate House Office are continually engaged in construction and renovation projects for our university community and residence buildings. If needed, you will receive additional communication from the Graduate House Office or from campus facilities about projects impacting students, faculty, and staff. The University is not responsible for construction noise or disruptions associated with public construction sites.





## **6.10 Pest Control Policy**

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 the Graduate House Office (at [maintenance.gradhouse@utoronto.ca](mailto:maintenance.gradhouse@utoronto.ca) or via the Service Desk) so an inspection can be arranged. Failure to notify or take immediate action regarding maintenance and pest control issues may result in the Resident being charged for damages, repairs, and services. 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 service providers. This may include room preparation, clothes laundering, and leaving the premises for a period of time. To reduce the likelihood of spreading pests to unaffected areas, residents will typically 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.

## RESIDENT CONDUCT

## **7.0 Documents, Governing Conditions, Guidelines & Policies**

The Resident will:

1. Comply with the Rules and Regulations contained within this agreement, or appended hereto, as well as those detailed in the Residence Handbook, which forms part of this agreement, and any other policies as established from time to time by the Graduate House Governing Body or by the University, and enforce compliance with the same at all time by their guests and invitees;
2. Act in a responsible manner as not to compromise the Resident's own safety or endanger the health and safety of others either in person or virtually via the internet, including social media;
3. Respect and abide by the decisions of Graduate House and Ancillary Services and their representatives made pursuant to this agreement; and
4. Utilize the free access to the Internet through the University backbone by reasonable usage only, at usage rates determined from time to time by the University, and in accordance with the Policy on Appropriate Use of Information Technology. Unreasonable usage will result in a graduate scale of sanctions, up to and including termination of network access privileges, as determined by the University of Toronto Computing Network Services or its designate.
5. Abide by all other applicable University and department policies and all municipal, provincial, and federal laws.

The University reserves the right to assign individual and/or community financial, disciplinary or educational sanctions for resident misconduct. Further detailed information on the Residence Community Standards and Appeals Policy can be accessed online in the Residence Handbook and the University of Toronto Code of Student Conduct can be found online at: <http://www.governingcouncil.utoronto.ca/policies/studentc.htm>

## **7.1 Commercial Activity Prohibited**

Residents are not permitted to engage in any commercial activity on the premises without written permission from the Graduate House Office.

## PRIVACY & COMMUNICATION

## **8.0 Privacy**

The University of Toronto respects your privacy. Personal information that you provide to the University (and to Graduate House) is collected pursuant to section 2(14) of the University of Toronto Act, 1971. It is collected because it is necessary for the proper administration of Graduate House, including (but not limited to) the management of applications, admissions, eligibility, room assignments, billing, and notification of programs and services. At all times it will be protected in accordance with the Freedom of Information and Protection of Privacy Act. If you have questions, please refer to [www.utoronto.ca/privacy](http://www.utoronto.ca/privacy) or contact the Dean, Graduate House, 60 Harbord Street, Toronto, Ontario, M5S 3L1.

Interactions with Graduate House Office staff may be recorded for informational purposes and is subject to FIPPA policies.

## **8.1 Communication**

Communications from the Graduate House Office will only be sent to the student's active email account as registered on ACORN as of the Resident's occupancy start date. Official communication will only be delivered via utoronto



email or through StarRez portal. The Resident is responsible for ensuring that all University electronic message communication sent is received and read. The Graduate House Office communicates collectively with Residents through the use of the Graduate House listserv, website, and other channels as appropriate.

## 8.2 Notifying Emergency Contact

Notwithstanding sections 8.0 and 8.3, Graduate House reserves the right to contact the Resident's emergency contact in the case of emergency, perceived emergency, or critical incident.

## 8.3 Release of Personal Information

Personal information about residents will not be released to persons outside the University administration, including parents, guardians, designates, family members or friends, without the written consent of the Resident, unless permitted or required by law, or as otherwise permitted by this Agreement.

## 8.4 Providing Notice to Residents

Any notice required to be given to the Resident hereunder shall be deemed to have been properly delivered by delivery of such notice to the Resident's mailbox, utoronto.ca mailbox or registered email or by way of posting such notice on the entry door to the Resident's Room.

## 8.5 Providing Notice to the Graduate House Office

Any notice required to be given to the Graduate House Office hereunder shall be deemed to have been properly delivered by personal delivery of such notice to the below address and upon receipt number assigned by the Residence Services Desk:

Graduate House  
60 Harbord Street  
Toronto, ON  
M5S 3L1, Canada

## 8.6 Information Sharing with Elections Officials

In the event a federal, provincial, or municipal election is called while the Resident will be living in residence, the Resident's applicable personal information will be provided to Elections officials in order to establish an accurate voter's list.

## GENERAL

## 9.0 Designate

Without limiting the powers and authority of the Assistant Vice President of Ancillary Services, the Dean of Graduate House person(s) specified by her/him in writing is/are hereby designated as the representative(s) of Graduate House for all purposes of the administration of this Agreement.

## 9.1 Indemnity & Personal Property

The University shall not be liable to the Resident for any damage to or loss or theft of personal property or for personal injury, including death, on Graduate House property save where the same is caused by the willful 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, his guests, agents or invitees. **All residents are advised to carry adequate personal insurance to cover loss or damage to their belongings.**

## 9.2 Force Majeure

To the extent that the University is unable to fulfill, or is delayed or restricted in fulfilling, its obligations under this Agreement by any cause beyond its control, the University shall be relieved from the fulfillment of its obligations during that period and the Resident shall not be entitled to any reduction in fees or any compensation as a result thereof. Without restricting the generality of the foregoing, the University shall not be responsible for failing to meet its obligations under this Agreement due to a strike by its employees, a lock-out of employees by the University, and/or any other form of job action or labour unrest, or due to acts of God, including fires, floods, earthquakes, severe weather conditions, flu pandemic, intervention by civilian or military authorities, governmental legislation, delays or defaults by suppliers or common carriers, or other unforeseen developments. The Graduate House Office reserves the right to require residents to immediately vacate their room or unit if a situation occurs in which safety measures



are compromised. The Residence is under no obligation to provide the Resident with alternative housing or to provide compensation.

### **9.3 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 Residence 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.

### **9.4 Changes to Agreement**

The Resident agrees that changes may not be made to the terms of this Agreement without the prior written permission of the Graduate House Office. The University will make every reasonable effort to modify the policies and procedures of Graduate House from time to time so as to meet the special circumstances and needs of graduate and second-entry students.



**9.5 Condonation of Breach Not a Waiver**

Any excusing, condoning, or overlooking by the University of any default, breach, or non-observance by the Resident, of any condition or regulation of this Agreement will not operate as a waiver of the University's rights under this Agreement in respect of subsequent defaults, breaches, or non-observances of terms of this Agreement.

**9.6 Headings**

Headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision of it.

**9.7 Gender/Plural**

Words used herein in the plural number include the singular and vice versa. Words importing the neuter, masculine or feminine gender include the other genders.

**9.8 Severability**

In the event that any portion of this Agreement is found to be unenforceable, that provision shall be deemed deleted from this Agreement and the remainder of the Agreement shall continue in full force and effect.

**9.9 Entire Agreement**

This Agreement, along with the Residence Handbook and its associated Rules, Regulations, Standards, and Schedules (see Schedules A, B, C), and the [Network Use Agreement](#), constitute the entire Agreement between the parties and there are no representations, warranties, collateral agreements, or conditions affecting the Room, the Suite, or this Agreement except as expressed herein and except for the Code of Student Conduct, the Rules & Regulations, and the University of Toronto Guideline on the Appropriate Use of Information and Communication Technology, as all amended from time to time. The Resident agrees that this Agreement supersedes and takes the place of any and all previous Agreements and representations of any kind, written or verbal, made previously.

**9.10 Application of the Residential Tenancies Act**

In view of the nature of the living accommodation, and the arrangements under which it is administered, the Residential Tenancies Act, 2006 does not apply by virtue of subsection 5(g) of the Act.

**9.11 Questions to be Addressed before Signing**

Each resident is responsible for seeking out clarification of any information that the Resident does not understand in the Agreement and Residence Handbook before the Resident signs the Agreement. Questions may be directed to the Graduate House Office. The Resident acknowledges and agrees that the Resident has had the opportunity to seek, and was not prevented or discouraged from seeking, any independent legal advice which the Resident considered necessary before the execution and delivery of this Agreement and that, if the Resident did not avail themselves of that opportunity before signing this Agreement, the Resident did so voluntarily without any undue pressure.

**9.12 Online Acceptance & Execution of Agreement**

The terms of this agreement are deemed to be executed by the Resident and by the University as of the date and time attached to the Resident's secure electronic acceptance of the Graduate House Offer of Residence at <https://starportal.utoronto.ca>. A copy of this Agreement signed in electronic format (PDF or otherwise) shall be deemed to be an original.