



## DURHAM GTA RESIDENCE AGREEMENT 2020-2021

Upon my admission to residence, and for the term of my residency, I become the "Resident" of the assigned/selected "Room" in the "Residence" and hereby acknowledge that this is a legal and binding agreement.

This agreement applies to Residents of the student residence (the "Residence") at Trent University Durham GTA in Oshawa, Ontario.

### ELIGIBILITY

1. The Resident shall be enrolled as a student at Trent University in order to live in Residence.

### FEES

2. The Resident shall pay to the University
  - a) A Room fee for the occupation of the Room, including the \$500 deposit.
  - b) A residence dining plan fee based on their Room type.
  - c) Trent Cash option selected through the residence Room selection process, if selected through the Room confirmation process.

Please be aware that the agreement is for the duration of the term outlined in section 7. For the 2020-2021 academic year, those Residents who pay the corresponding residence fees for the fall and winter term will receive the summer months at no additional charge. Students who apply for the winter term only, are committed to the agreement and related fees for the duration of the term outlined in section 7 and will be subject to winter residence fees only and will also receive the summer months at no additional charge.

3. The Resident will be able to confirm their Room on their housing portal after they have self-selected a Room or have been assigned a Room. Information about the fees associated with the Room type to which they have selected or are assigned, and their residence dining plan are found on the housing services website ([www.trentu.ca/housing](http://www.trentu.ca/housing))
4. Residence and dining plan fees are mandatory and specific to each Room type. Residence fees inclusive of the term of agreement, while dining plan fees are for the Fall and Winter terms, but **do not** include the December to January university closure period as set out in the Trent University Academic Calendar, or any other period outside of the dates listed in section 7.
5. If the University assigns a Room to the Resident after the Friday following the first day of class in either the Fall or Winter academic term, according to the University Academic Calendar, the Room fee shall be prorated on a nightly basis and the residence dining plan fee shall be applied in full as outlined in section 22.
6. Failure to pay residence and dining plan fees in accordance with the established deadlines may result in the University withholding academic results and degrees. It may also result in termination of this agreement and eviction from residence. The University reserves the right to exercise any combination of the above options at any time in its absolute discretion and failure to pursue an option immediately does not preclude the use of that option at a later time. Deadlines are available in the Trent University Academic Calendar.

### OCCUPANCY

7. The term of the agreement will be from September 1, 2020 to August 31, 2021 at 11:00a.m.(EST).

8. Failure to arrive or notify Housing Services of your late arrival, via email to **residence@trentu.ca**, by 5:00p.m.(EST) means that the University is under no obligation to hold the Room space and the Resident will still be liable for all fees related to the Room until a time in which a new contract will fill the Resident's vacancy.
9. If the Resident fails to cancel their confirmed residence Room prior to 12:01a.m.(EST) on September 1, 2020, the Resident will remain responsible for **all** Room and dining plan fees and will fall under the Withdrawal from Residence process beginning in section 26.
10. Trent University assumes no obligation or liability for lost, stolen, or damaged items of personal property under any circumstance. The Resident is required to obtain personal insurance against such losses. Residents can often obtain coverage through a "rider" on the family's tenant or homeowner insurance policy, which should include liability coverage for injury or damage caused by the Resident.
11. The Resident shall permit the University, or its agents, entry at any time into their residence space and without notice to the student if the entry is for the purpose of carrying out their assigned duties.
12. Where the Resident does not vacate the Room in accordance with and on the date provided for in this Agreement the Resident shall pay the University for occupation of the Room beyond the date vacancy is required by this Agreement, at a daily rate established by the University. In addition, the University or its agents may enter and take possession of the Room and the University may, at its sole discretion, store or dispose of the Resident's property left within the Room and the University shall have no liability to the Resident relating to damage to or loss of such property. The Resident shall be responsible for the cost of disposal and/or storage of such property. The Resident acknowledges that the Residence is operated by the University primarily as a residence for students enrolled in their first year of studies at the Durham GTA Campus of Trent University, and the Resident hereby agrees that this agreement shall be terminated on August 31, 2021 and the Resident shall vacate the Room on or before such date.

#### **ROOM SELECTION & ASSIGNMENTS**

13. The Resident may choose to participate in the Room selection process and/or be assigned to a Room by the University. Once the Room selection period closes and/or a Room is assigned, the Resident shall not assign this Agreement or permit any person(s) to occupy the Room other than to whom is originally assigned by the University.
14. A Resident with intentions to change Rooms must receive written permission from the University. The University has the authority to grant or deny any Room change requests in its sole discretion. To allow for sufficient time for community members to develop an understanding of each other and their residence surroundings, the Room transfer application will not be opened until October 1, 2020 and transfer requests will not be granted prior to October 5, 2020. Any Resident who changes to another Room, granted by the University, is responsible for any additional residence fees. In the event that the Resident relocates to a Room with a higher fee, the residence fees will be pro-rated by the University accordingly and a \$125 Room transfer processing fee will be applied to the Resident's student account. Should the Resident change to another Room that is of a lesser fee than the previously assigned Room, the residence fees will be pro-rated by the University accordingly and the \$125 Room transfer-processing fee will be applied to the Resident's student account.
15. The University may assign an alternate Room to a Resident. Within 48 hours after the University giving notice to the Resident of the reassignment, the Resident shall vacate the first Room and occupy the second reassigned Room.

#### **CONDUCT**

16. The Resident, attests that they have read and understood the Residence Standards and is confirming their agreement to comply with the express provisions and intent of the Residence Standards as outlined in the Residence Guidebook and any addendums to the Residence Standards provided by Housing Services in accordance with section 40.

17. The Resident shall not do or permit anything to be done in the Room or in the Residence which:
  - a) is not legal;
  - b) causes danger to the Resident or anyone in the Residence or University; or
  - c) causes or could reasonably cause damage to a person or property in the Residence or University.
18. The Resident accepts responsibility for the use of the assigned Room and its contents and accepts financial responsibility for any damages, theft, or loss incurred, and any extra cleaning fees required due to the actions of the Resident and/or their guests.
19. Damages, theft, and/or loss in a common use area within the Residence which cannot be identified as the responsibility of specific individuals, will be the responsibility of the all the Residents living in the residence or floor in which the damage, theft and/or loss occurred. Costs for repairs, cleaning or replacement of University property will be assigned to each individual Resident.
20. If the Resident performs or engages in behaviour that is ought to be known as potentially harmful to the Resident or anyone in the Residence or University, or cause damage, in the Residence building, the University will not be held liable for their actions.

**RESIDENCE DINING PLAN**

21. Each Residence Room type is associated with a specific Residence Dining Plan as outlined below. It is mandatory for all Residents to subscribe to the plan associated with the Room type to which they have selected or are assigned. Residence dining privileges are for the exclusive use of the Resident paying fees and may not in whole or in part be transferred to any other individual or account. Dining Plans have no cash value and are a non-refundable account, except as outlined in section 27.

Trent University Foodservice locations include: Durham GTA Campus, Lady Eaton College, Champlain College, Peter Gzowski College, Otonabee College including Pizza Pizza, Subway and Tim Hortons, Electric City Café in Gzowski College, the DNA Café, The Planet North, The Seasoned Spoon, The Ceilie, the Trend at Traill College, Bata Bean, Starbucks and the Otonabee Annex Cafe.

***RESIDENCE DINING PLANS***

- a) Traditional Style Dining Plan for Residents:

Declining Balance	\$2,250
Trent Cash	\$1,450
Foodservice Overhead	\$ 800
Total Cost	\$4,500

22. Dining plans will allow for unused portions of the declining balance funds within the account to be carried forward into the following year and each year thereafter for the Resident to use, at which point purchases will be subject to sales tax.
23. The Residence Standards apply in all Dining Areas.

## **WITHDRAWAL FROM RESIDENCE**

### ***DINING PLAN FEES***

24. A Resident who elects to withdraw from residence and remains a student of the University is not eligible for any dining plan refund. The dining plan will remain on the student account and on the student card.
25. A Resident who elects to withdraw from residence and elects to withdraw from the University prior to the start of the exam period as outlined in the Trent University Academic Calendar will receive a refund of their remaining dining plan balance, less a 15% administration fee.

### ***ROOM FEES***

26. A Resident who elects to withdraw from residence may do so by cancelling their application on the Housing Services Portal in advance of the desired date of departure.
  - a) In the event that the date of the completed cancellation in the Housing Portal occurs prior to the Monday of Trent University reading week in the winter term, the Resident shall be liable for payment of Room fees on a pro-rata basis to the date the vacant contract is filled by a new Resident who was not previously in contract with the University. If the vacancy cannot be filled, the student will be responsible for the full payment of the Room fees. The Resident is responsible for following the proper check out processes which includes returning keys to the Service Centre.
  - b) In the event that the date of the completed cancellation in the Housing Portal occurs after the Monday of the Trent University reading week in the winter term, the Resident shall be liable for the payment of the full amount of Room fees, and shall not be entitled to a refund of any part thereof, whether or not the vacant contract is filled by a new Resident contract.
27. A Resident who is unable to continue living in residence due to serious medical reasons that were not previously existing at the time of application to residence, emergencies and/or exceptional circumstances beyond their control, may submit a written request for an appeal. The request must be submitted within thirty (30) days of the Resident's recorded departure and must be submitted to the appeal committee by email to [residence@trentu.ca](mailto:residence@trentu.ca) at the attention of the Assistant Director, Residence Operations & Services. Requests will be considered and determined by the University in its sole and absolute discretion.
28. The University may terminate this Agreement by giving the Resident seventy-two (72) hours notice if the Resident:
  - a) ceases to be a student at the University; or
  - b) fails to make any payment owing under this Agreement by the date on which it falls due.
29. Notwithstanding section 28, the University may choose to, and reserves the right to, in its sole discretion, terminate the Agreement without notice when there has been a violation of this Agreement, and/or the Residence Standards and/or any policies implemented related to the Emergencies and other Unavoidable Events section.
30. If the Agreement is terminated for disciplinary reasons the Resident shall be liable for the payment of the full amount of residence and dining plan fees, and shall not be entitled to a refund of any part thereof, whether or not the Room is re-assigned or the Residence vacancy is filled.

## **REFUNDS TO STUDENT ACCOUNTS**

31. Any refunds which any student is entitled to hereunder shall be applied to the Resident's student account. The University may reduce the amount of any refund by any amounts owed to the University by the Resident for fees owing. Please be advised that processing times for refunds to student accounts vary and wait times may be

up to 2 months. For information regarding processing times Residents are to contact Trent University Student Accounts Office.

## **PERMISSION TO SHARE INFORMATION**

32. The Resident grants permission to the University to share the Residents Room number and permanent contact information with student accounts, campus administration, food services, maintenance and internet service providers if needed to respond to work requests, facility maintenance, billing and/or refund purposes.

## **KEYS**

33. Students will receive a TrentU card which acts as an access card to the Residence area along with their assigned/selected Room. The Resident will also be issued a key to their assigned mailbox.
34. The Resident is responsible for the safe keeping of the mailbox key and the access/student card. The Resident must report all lost or stolen keys and access/student cards to the Residence Service Centre on weekdays or to Residence Life Don or Campus Security on weekends, evenings or holidays, within 24 hours of not having the keys/access card in their possession. Immediate reporting is preferred. For any lost or stolen TrentU card, the Resident is also responsible for turning off the “cash” or “dining plan fund” portion of their card, which can be done through the myTrent student portal.
35. The Resident shall pay a key replacement fee of \$25.00 for any lost or stolen mailbox keys.
36. The Resident shall pay a replacement fee of \$25.00 for any lost or stolen TrentU card. The Resident may pay the fee through the card office, Monday through Friday between 9 a.m. (EST) and 4p.m. (EST) excluding holidays.
37. Keys and access/student cards may not be duplicated or transferred to other individuals.
38. A mailbox key must be returned when the Resident vacates the Room. If the key is not returned, the mailbox will be re-keyed and the Resident will be charged \$25.00 for the replacement of the lock and key on the Resident’s student account. Should the student be moving out of residence, their mailbox key must be returned to the Residence Service Centre on weekdays when the Service Centre is open, or to the Residence Life Don On Duty or Campus Security when the Residence Service Centre is closed. Failure to do so may result in a lost key charge or improper check out fee being applied.

## **Emergencies and other Unavoidable Events**

39. 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 , 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 Residents, 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 Residence, disease, virus or other biological or physical agents that may be detrimental to human health, while in Residence.
40. 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:
  - (a) during an Emergency, the University shall be entitled to restrict or limit access to Residence to employees of the University only, and/or to prohibit entry by Residents, visitors or invitees for a reasonable period of time during such event;

(b) notwithstanding that the University may have entered into a Residence Agreement with a Resident, the University shall have the right during an Emergency, to terminate such agreements prior to the commencement of the Term, in order to comply with Directives or where the University determines that it will not be safe to operate a Residence for a Fall and/or Winter Term, and the University shall have no liability to a Resident as a result of such termination;

(c) the University shall be entitled during an Emergency to close all or any part of a Residence if it determines that it is not safe to continue to operate the Residence or certain parts thereof, in which case Residents shall vacate the Room they occupy in accordance with the reasonable requirements of the University;

(d) 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.

(e) during an Emergency, the University shall also be entitled to specify specific modes of ingress and egress from and to the Residence 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 Residence.

41. 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 Term, 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.

Rules and regulations pertaining to the usage of the Residence and the conduct of its occupants are formulated by the University. As the living accommodation is provided by Trent University to its Residents, all major questions relating to the living accommodations are decided after consultation with Housing Advisory Committee, Residence Council and other Residence Student Representatives and accommodations do not have their own personal kitchen facility or personal self-contained bathroom within their bedroom.. As such, the Ontario Residential Tenancies Act does not apply to this Agreement and the occupancy of the Room by the Resident based on S. 5(g) of the Act.

**I acknowledge that this Residence Agreement forms an agreement between me and the University and I agree to be bound by its terms and conditions.**