

## DURHAM GTA RESIDENCE AGREEMENT – SUMMER 2024

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

This agreement applies to summer 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.
  - a) A resident shall be considered enrolled if they have accepted an offer of admittance to Trent University and have completed at least 0.5 credits with Trent during a previous term
  - b) Students who withdraw from the University will be expected to vacate residence within 48 hours

### FEES

2. The Resident shall pay to the University
  - a) An application fee of \$50 that is non-refundable and re-payable each time a student submits an application to apply to any Residence term
  - b) A \$500 residence application deposit
    - The specific refund process for this deposit varies by term and will be communicated to students via the Student Housing Portal
    - This fee shall only be refundable in full in the event that a student cancels their residence application prior to receiving a room booking, does not receive an offer of admission, has their offer of admission rescinded, or has their VISA/Study Permit application denied. Students will be expected to communicate these situations to Student Housing to access a refund.
  - c) Room fee for the occupation of the bed space
    - Please be aware that the agreement and fees are for the duration of the term outlined in section 7.
3. The Resident will be able to confirm their Room on their housing portal after they have been assigned a Room. Information about the fees associated with the Room type to which they are assigned, are found on the Student Housing website ([www.trentu.ca/housing](http://www.trentu.ca/housing))
4. Residence fees are mandatory and specific to each Room type 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 semester, according to the University Academic Calendar, the Room fee shall be prorated on a nightly basis.
6. Failure to pay residence 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 shall coincide with the occupancy dates below. The University shall permit the Resident to occupy the Room from:
  - a) Summer Term: May 1, 2024 to August 1, 2024 at 11:00 am.
8. Failure to arrive by 4:00 pm on May 1, 2024 or notify Student Housing of your late arrival via email to [residence@trentu.ca](mailto:residence@trentu.ca), means that the University is under no obligation to hold the Room space. In this situation, the \$500 residence deposit will be forfeited.

9. Early Arrivals will not be available for the Summer 2024 Term. Students who currently live in residence for the Winter 2024 term may request a late stay until May 1, if eligible, and will be subject to an additional nightly fee.
10. Summer residence closes on August 1, 2024, at 11:00 am. Students will not be permitted to stay in summer residence beyond this date and time. The resident will need to find alternate accommodations beginning August 1.
11. 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.
12. 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.
13. 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.

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

14. The student will be assigned a room by the University based on availability. Once the room is assigned, the Resident is not permitted to assign this Agreement or permit any person(s) to occupy the room other than to whom is originally assigned by the University.
15. A Resident with the intention 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. Any Resident who changes to another Room, granted by the University, is responsible for any additional residence fees. If the Resident relocates a \$125 Room transfer processing fee will be applied to the Resident's student account.
16. 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. Vacating the Room includes removing all possessions and returning the assigned keys to the appropriate housing Service Centre. The Resident will be responsible for all expenses related to the reassignment.

#### **CONDUCT**

17. 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](#).

18. The Resident shall not do or permit anything to be done in the Room or in the Durham Residence which:
  - a) is not legal;
  - b) causes danger to the Resident or anyone in the Durham Residence or University; or
  - c) causes or could reasonably cause damage to a person or property in the Durham Residence or University.
19. 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.
20. Damages, theft, and/or loss in a common use area within the Durham Residence which cannot be identified as the responsibility of specific individuals, will be the responsibility of the all the Residents living in the residence section, house, staircase, 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.
21. If the Resident performs or engages in behaviour that is ought to be known as potentially harmful to the Resident or anyone in the Durham Residence or University, or cause damage, in the Durham Residence building, the University will not be held liable for their actions.

## **WITHDRAWAL FROM RESIDENCE**

### ***ROOM FEES***

22. A Resident who elects to withdraw from residence may do so by cancelling their application on the Student Housing Portal in advance of the desired date of departure.
  - a) Summer Residence students will be billed for the entire summer residence term (May 1 to August 1, 2024). This fee will be pro-rated nightly based on when they check in and check out of residence. The check out date is determined based on when the student's keys are returned, and their space is vacated.
23. 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 extenuating personal circumstances beyond their control, may submit an appeal. The request must be submitted within thirty (30) days of the Resident's recorded departure. Appeals that are granted may receive a pro-rated refund of their residence Room fees and/or a refund of their remaining dining plan balance, less a 15% admin fee and less their dining plan overhead fee. Residents must have completed the cancellation process on the Student Housing portal and have followed proper move-out procedures prior to an appeal being submitted. See section 22 for further information. Appeals can be submitted by completing the Housing and Food Services Fee Appeal Request Form found on the myTrent portal by navigating to the Service Tab, then to the Housing heading. Appeals will be forwarded to the team in Student Housing who will grant the appeal based on the documentation provided, or who will forward it to the joint Housing and Food Services appeals committee for deliberation. This committee will meet as needed based on the appeal caseload. Appeal review dates will be visible to students in the appeal form.

Appeals must be submitted and complete at least one week in advance of a committee meeting to address them. All appeals will be responded to within 2 weeks following the meeting where it was addressed.

24. 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.

25. Notwithstanding sections 22 & 24, 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.
26. 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 pro-rated nightly based on the student's check in and check-out dates and shall not be entitled to any further refund.

### **REFUNDS TO STUDENT ACCOUNTS**

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

### **PERMISSION TO SHARE INFORMATION**

28. The Resident grants permission to the University to share the Residents Room number and permanent contact information with student accounts, college office, food service, campus security, maintenance, internet service providers, its agents, and other necessary persons if needed for informational, facility maintenance, college affiliation, student support, billing, or refund purposes.

### **KEYS**

29. The Resident shall be issued a key or set of keys for access to the assigned Room and mailbox, if applicable. Students will also receive a TrentU card which acts as an access card to the Durham Residence area.
30. The Resident is responsible for the safekeeping of the keys and TrentU card. The Resident must report all lost or stolen keys and TrentU cards to the Residence Service Centres during operating hours or to a Residence Life Don or Campus Security within 24 hours of not having the keys/TrentU 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.
31. The Resident shall pay a key replacement and lock change fee of \$300.00 for any lost or stolen key set (Room and mailbox keys comprise a set). In the event a key can be replaced without the need to change the lock, the student will be charged an \$85.00 key replacement fee. Requests to replace locks and keys on weekends, after hours and holidays will result in additional charges to the student's account.
32. The Resident shall pay a replacement fee of \$30.00 for any lost or stolen TrentU card. The Resident may pay the fee through the card office located in Blackburn Hall, Monday through Friday between 9 a.m. (EST) and 4p.m. (EST) excluding holidays.
33. Keys and access/student cards may not be duplicated or transferred to other individuals.
34. A set of residence keys must be returned when the Resident vacates the Room. If the keys are not returned, the Room and mailbox will be re-keyed, and the Resident will be charged as per section 31 for the replacement of the locks and keys on the Resident's student account. Should the student move out of residence, their keys must be returned to the Residence Service Centres during operating hours, or deposited in the Key Drop Box outside of the Service Centre. Failure to do so may result in a lost key charge or improper check out fee being applied.

## EMERGENCIES AND OTHER UNAVOIDABLE EVENTS

35. 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 the Durham Residence.
36. 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 the Durham Residence to employees of the University only, and/or to prohibit entry by Residents, visitors or invitees for a reasonable period 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, to comply with Directives or where the University determines that it will not be safe to operate the Durham Residence, and the University shall have no liability to a Resident because of such termination;
  - (c) the University shall be entitled during an Emergency to close all or any part of a Durham 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 vaccine requirements.
  - (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.
37. 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.

## **CONTRACT AMENDMENT & NOTIFICATION**

38. The University may update the terms of the Resident Contract from time to time and the University will provide update by electronic communication related to any major changes at its sole discretion.

Rules and regulations pertaining to the usage of any University 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, and other Residence Student Representatives. The living accommodations are not intended for year-round occupancy, the Durham Residences is exempt from the Ontario Residential Tenancies Act 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.**