



PETERBOROUGH UPPER YEAR SUITES & GRADUATE HOUSING AGREEMENT 2025-2026

Upon my admission to Upper Year Suites and Graduate Housing, and for the term of this agreement, I become the "Occupant" of the assigned/selected "Room" in designated "College Residence" or a "College Annex" and hereby acknowledge that this is a legal and binding agreement.

This agreement applies to the Occupants of buildings C or D in the Water Street Annex properties located on Water St. or Wallis Hall located at Traill College in Peterborough, Ontario.

ELIGIBILITY

1. The Occupant shall be enrolled as a student at Trent University to live in Upper Year Suites and Graduate Housing.
 - a) The Occupant shall be considered enrolled if they have accepted an offer of admittance to Trent University and are enrolled in a minimum of one-half credit in each semester, or enrolled as a graduate student, as they are living in Upper Year Suites and Graduate Housing.
 - b) Students who withdraw from the University or drop all their courses will be expected to move-out and vacate Upper Year Suites and Graduate Housing.
2. The Occupant must meet all financial deadline payments set by the University.
3. The Occupant must not have a conduct record with Trent University that includes previous sanctions such as "Residence Probation", "Persona Non Grata" or "Termination of Contract".

FEES

4. The Occupant shall pay to the University
 - a) An application fee of \$75 that is non-refundable and re-payable each time a student submits an application to apply to any Student Housing term.
 - b) A \$500 housing application deposit
 - i. The specific refund process for this deposit varies by term and will be communicated to students via the Student Housing Portal.
 - ii. This fee shall only be refundable in full in the event that a student does not receive an offer of admission to Upper Year Suites and Graduate Housing or to Trent University, has their academic offer of admission rescinded, or has their VISA/Study Permit application denied.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) A Room fee for the occupation of the bed space.
 - d) Trent Cash if selected through the Student Housing Portal during the self-selection process.
5. The Occupant will be able to self-select a room or will be able to confirm their assigned Room on the Student Housing Portal. Information about the fees associated with the Room type to which they have selected or are assigned are found on the Student Housing website (www.trentu.ca/housing)
 - a) Students who fail to self-select a room during the advertised time frame, or who do not confirm their assigned room by the communicated deadline shall have their room booking and housing application canceled. This will result in a full forfeiture of the \$500 housing application deposit and associated fees as referenced in section 24.
 - b) Students will be assigned to a room for circumstances including but not limited to, missing the advertised self-selection time frame, moving into Upper Year Suites and Graduate Housing after the advertised Move-In date, is a Community Assistant, or applies to live in Upper Year Suites and Graduate

Housing after the self-selection period.

6. Upper Year and Graduate Housing fees are mandatory and specific to each Room type assigned to the upper year and graduate term.
7. If the University assigns a Room to the Occupant after the 4th of the month, the Room fee shall be prorated on a nightly basis for the first month of this agreement.
8. Failure to pay Upper Year Suites and Graduate Housing fees in accordance with the established deadlines may result in the University withholding academic results and degrees. It may also result in the termination of this agreement and eviction from Upper Year and Graduate Housing. 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 later.

OCCUPANCY

9. The term of the agreement shall coincide with the occupancy dates below. The University shall permit the Occupant to occupy the Room as early as August 2, 2025, to July 30, 2026, by 11:00 a.m. (EST).
10. Failed Arrivals: If the Occupant does not move in and fails to cancel their confirmed assigned Room prior to 24 hours before their confirmed move-in date, the Occupant will remain responsible for all Room fees and will fall under the Withdrawal from Upper Year Suites and Graduate Housing process beginning in section 22.
 - a) If a student decides to defer their academic program to a future term, Student Housing shall allow students to defer their Upper Year and Graduate Housing application up to one academic term (fall students can defer to Winter, winter students can defer to summer or fall). Requests to defer beyond one academic term shall be processed as a cancellation.
 - b) Students must indicate to Student Housing that they are deferring their Upper Year and Graduate Housing application by canceling prior to the final date to change fall-term/winter-term courses based on the academic calendar relevant to the student (undergraduate or graduate). In the event a student cannot arrive to campus due to their immigration documentation (VISA/Study Permit, etc.) still being pending shall be processed as standard cancellations unless they choose to defer to a future term as per sections 9. a) and 8. b).
 - c) In the event a student cannot arrive on campus due to their immigration documentation being rejected, the student shall be entitled to a full refund.
11. Late Arrivals: Failure to notify Student Housing of your late arrival via email to residence@trentu.ca before 24 hours in advance of your confirmed move-in date, means that the University is under no obligation to hold the Room space. In this situation, the Occupant will be considered a failed arrival and will be responsible for all Room fees as referenced in section 8.
 - a) Late arrivals shall be accepted up to the final date to change fall-term/winter-term courses based on the academic calendar relevant to the student (undergraduate or graduate).
 - i.
12. Waitlist: Students who are on the waitlist shall have 3 business days to confirm to Student Housing their room assignment once received. Once a room assignment is offered, the \$500 housing deposit will be non-refundable, regardless of if the student accepts the room assignment as referenced in section 24. Once a booking is confirmed by the student, all applicable refund policies shall apply. If a student cancels their housing application prior to the deadline to confirm their room assignment, they will not be responsible for the housing fees related to that booking. Students who cancel their housing application prior to receiving a room assignment, shall receive a full refund of the \$500 deposit.
13. Trent University assumes no obligation or liability for lost, stolen or damaged items of personal property under any circumstance. The Occupant is required to obtain personal insurance against such losses. Occupants 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 Occupant.

Please initial below to acknowledge that you have read, understood, and agree to the terms and conditions outlined in the above clause.

14. The Occupant shall permit the University, or its agents, entry at any time into their housing space and without notice to the student if the entry is for the purpose of carrying out their assigned duties.
15. Where the Occupant does not vacate the Room in accordance with and on the date provided for in this Agreement the Occupant 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 Occupant's property left within the Room and the University shall have no liability to the Occupant relating to damage to or loss of such property. The Occupant shall be responsible for the cost of disposal and/or storage of such property.

ROOM SELECTION & ASSIGNMENTS

16. The Occupant 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 Occupant 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.
17. An Occupant 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. Any Occupant who changes to another Room, granted by the University, is responsible for any additional housing fees related to the Room they are transferring into. Additionally, a \$132.50 Room transfer processing fee will be applied to the Occupant's student account. Should the Occupant change to another Room that is of a lesser fee than the previously assigned Room, the housing fees will be pro-rated by the University accordingly and the \$132.50 Room transfer-processing fee will be applied to the Occupant's student account as well. Additional requirements and timelines that students will be required to abide by will be communicated to the student via email and the Student Housing Portal.
18. The University may assign an alternate Room to an Occupant. Within 48 hours after the University giving notice to the Occupant of the reassignment, the Occupant 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 Occupant will be responsible for all expenses related to the reassignment.

CONDUCT

19. The Occupant 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.
20. The Occupant shall not do or permit anything to be done in the Room or in the Upper Year Suites and Graduate Housing which:
 - a) is not legal;
 - b) causes danger to the Occupant or anyone in the Upper Year Suites and Graduate Housing or University;
 - or
 - c) causes or could reasonably cause damage to a person or property in the Upper Year Suites and Graduate Housing or University.
21. The Occupant 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 Occupant and/or their guests.

22. Damages, theft, and/or loss in a common use area within the Upper Year Suites and Graduate Housing which cannot be identified as the responsibility of specific individuals, will be the responsibility of the all the Occupants living in the housing 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 Occupant.
23. If the Occupant performs or engages in behaviour that is ought to be known as potentially harmful to the Occupant or anyone in the Upper Year Suites and Graduate Housing or University, or cause damage, in the Upper Year and Graduate Housing building, the University will not be held liable for their actions.

WITHDRAWAL FROM UPPER YEAR AND GRADUATE RESIDENCE

ROOM FEES

24. An Occupant who elects to withdraw from Upper Year Suites and Graduate Residence must do so by cancelling their application on the Student Housing Portal in advance of the desired date of departure. The following refund schedule will apply:

Date	Refund Offered
After applying and receiving a room assignment or initiation to self-select a room.	A \$500 forfeiture fee applies, making the \$500 deposit non-refundable. The student is not responsible for any room fees.
After receiving a room assignment, 2025, but before the Monday of the Trent University reading week in the winter semester.	The Occupant shall be liable for payment of Room fees on a pro-rated basis to the date the vacant contract is filled by a new Occupant who was not previously in a contract with the University. If the vacant contract cannot be filled, the student will be responsible for the full payment of the Room fees, including the \$500 forfeiture fee up until April 30, 2026.
After the Monday of the Trent University reading week in the winter semester and before May 1, 2026.	The Occupant shall be liable for the payment of the full amount of Room fees for the remainder of the Winter semester (April 30, 2026) or the equivalent of 30 days of housing fees (i.e. 1 month's rent), whichever is greater.
On or after May 1, 2026, and before the end of the term (July 30, 2026).	The Occupant shall be liable for a 30-day penalty (equivalent to 1 month's rent). If the Occupant vacates before July 30, 2026, but there are less than 30 days remaining in the term, then they will be liable to pay until the end of the term (July 30, 2026).

- a) If the Occupant fails to cancel their application via the Student Housing Portal and follow the proper procedures including returning their keys to a Housing Service Centre, their check-out date could be influenced which may impact the schedule outlined above in points a), b), or c).
 - b) If an Occupant moves into Upper Year and Graduate Housing outside of the term dates outlined in section 7, they will be held responsible to the dates aligned in section 24 if they cancel and withdraw from residence.
25. An Occupant who is unable to continue living in Upper Year and Graduate Housing due to serious medical reasons that were not previously existing at the time of application to housing, emergencies, and/or extenuating personal circumstances beyond their control, may submit an appeal. The request must be submitted within three (3) months of the Occupant's recorded departure. Appeals that are granted may receive a pro-rated

refund of their housing Room fees and/or a refund of their remaining dining plan balance, less a 15% admin fee and less their dining plan overhead fee. Occupants must have completed the cancellation process on the Student Housing Portal and have followed proper move-out procedures prior to an appeal being submitted. Appeals can be submitted through the StarRez Portal, by completing the Housing and Food Services Fee Appeal Request Form. 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.

The Housing and Food Services Fee Appeals committee meets monthly except for August and September. Appeals must be submitted and completed no later than the 1st of the month in order to be reviewed by the committee. Decision letters from the appeal committee will be sent to before the last day of the month.

26. The University reserves the right to terminate this Agreement by giving the Occupant seventy-two (72) hours' notice if the Occupant:
 - 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.
27. 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.
28. If the Agreement is terminated for disciplinary reasons the Occupant shall be liable for the payment of the full amount of housing and shall not be entitled to a refund of any part thereof, whether the Room is re-assigned, or the vacant contract is filled.

REFUNDS TO STUDENT ACCOUNTS

29. Any refunds which any student is entitled to hereunder shall be applied to the Occupant's student account. The University may reduce the amount of any refund by any amounts owed to the University by the Occupant 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 Occupants are to contact Trent University Student Accounts Office.

PERMISSION TO SHARE INFORMATION

30. The Occupant grants permission to the University to share the Occupants 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 AND ACCESS

31. The Occupant 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 Upper Year and Graduate Housing area.
32. The Occupant is responsible for the safe keeping of the keys and TrentU card. The Occupant must report all lost or stolen keys and TrentU cards to the Housing Service Centres during operating hours or Campus Security, within 24 hours of not having the keys/TrentU card in their possession. Immediate reporting is preferred. For any lost or stolen TrentU card, the Occupant is also responsible for turning off the "cash" portion of their card, which can be done through the myTrent student portal.
33. The Occupant shall pay a key replacement and lock change fee of \$477.00 for suite style rooms for any lost or stolen key set (Room and mailbox keys comprise a set). Requests to replace locks and keys on weekends, after hours and holidays will result in additional charges to the student's account.

34. The Occupant shall pay a replacement fee of \$30.00 for any lost or stolen TrentU card. The Occupant may pay the fee through the TrentU Card office located in Blackburn Hall, Monday through Friday between 9 a.m. (EST) and 4p.m. (EST) excluding holidays.
35. Keys and access/student cards may not be duplicated or transferred to other individuals.
36. A set of housing keys must be returned when the Occupant vacates the Room. If the keys are not returned, the Room and mailbox will be re-keyed, and the Occupant will be charged \$477.00 for a suite style room for the replacement of the locks and keys on the Occupant's student account. Should the student move out of housing, their keys must be returned to the Housing Service Centres during operating hours or deposited in the Key Drop Box outside of the front entrance when the Housing Service Centres are closed. Failure to do so may result in a lost key charge or improper check out fee being applied.

FACILITIES & HEALTH AND SAFETY

37. Air-Conditioning: If central air-conditioning is not provided in the building the Occupant is assigned to, the Occupant may purchase, at their own expense, a portable air-conditioner to be installed by a Trent University or Lease Property employee. A request to install a portable air-conditioner must be made through the Housing Portal via a Maintenance Request. If an air-conditioner is installed without authorization it will be deemed a prohibited item as per the Residence Standards. Air-conditioners must adhere to the following standards:
- a) Must be Canadian Standards Association (CSA) approved and operate on 115 volts.
 - b) Portable, free-standing units only; window mounted air conditioner units are not permitted.
 - c) Must be installed by a designated person by the University.
38. Asbestos: Trent University maintains an Asbestos Management Program, conforming to Ontario Regulation 278/02 – Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations. Some Trent owned residence buildings do contain asbestos. An up-to-date inventory of the presence of asbestos in buildings has been completed. Asbestos poses a health risk only when fibers are present in the air that people breathe. In the event of renovations, repairs, and construction the University adheres to strict regulations and legislation to protect everyone who works or lives in areas that may contain asbestos. The Health & Safety Office offers ongoing support and maintains the policy to ensure the asbestos management program is followed in campus buildings.
39. Mold: An Occupant is responsible for reporting issues with their room including the presence of mold and mildew. Should the occupant believe mold is present in the room or common spaces, they must report this information by submitting a Maintenance Request through the Housing Portal. The presence of mold will not require an occupant to vacate or move residence assignments. Some rooms naturally have more moisture (due to sun exposure/heat). In order to maintain adequate moisture levels, the occupant is responsible for:
- a) Ensuring closets are not jammed packed with belongings to allow for air flow.
 - b) Making sure windows and blinds are opened regularly.
 - c) Avoiding using humidifiers and are encouraged to use fans/de-humidifiers.

EMERGENCIES AND OTHER UNAVOIDABLE EVENTS

40. 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 Occupants, 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 Property, disease, virus or other biological or physical agents that may be detrimental to human health, while in Upper Year and Graduate Housing.

41. 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 Upper Year and Graduate Housing to employees of the University only, and/or to prohibit entry by Occupants, visitors, or invitees for a reasonable period during such event;
 - b) Notwithstanding that the University may have entered into a Upper Year and Graduate Housing Agreement with an Occupant, 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 Upper Year and Graduate Housing for a Fall and/or Winter Semester, and the University shall have no liability to an Occupant because of such termination;
 - c) The University shall be entitled during an Emergency to close all or any part of a Upper Year and Graduate Housing if it determines that it is not safe to continue to operate the Upper Year and Graduate Housing or certain parts thereof, in which case Occupants 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 Occupants 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 Occupants 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 Upper Year and Graduate Housing for Occupants generally or Occupants who may have a heightened risk of either exposure to a health threat or a heightened risk of transfer of unhealthy condition to other Occupants, invitees or visitors in the Upper Year and Graduate Housing.
42. 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 Upper Year and Graduate Housing during the Term, the University, in its sole and absolute discretion shall determine what, if , any fees shall be refunded to the Occupant , 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

43. The University may update the terms of the Occupant 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 Upper Year and Graduate Housing and the conduct of its occupants are formulated by the University. As the living accommodation is provided by Trent University to its Occupants, all major questions relating to the living accommodations are decided after consultation with Housing Advisory Committee, College Cabinets, and other Housing Student Representatives. The living accommodations are not intended for year-round occupancy; the Upper Year and Graduate Housing are exempt from the Ontario Residential Tenancies Act based on S. 5(g) of the Act.

I acknowledge that this Upper Year and Graduate Housing Agreement forms an agreement between me and the University, and I agree to be bound by its terms and conditions.

