

UNDERGRADUATE RESIDENCE OCCUPANCY AGREEMENT 2017-2018 FALL/WINTER ACADEMIC SESSION GLENDON CAMPUS

SECTION I. TERMS AND CONDITIONS OF RESIDENCE OCCUPANCY

1. DATES OF OCCUPANCY

Your residence occupancy agreement is effective for both the 2017 Fall and 2018 Winter academic terms. The official move-in day for new students is Saturday, September 2, 2017. Returning upper-year students may move in after new students' move-in day. Your occupancy concludes and you are required to move out of residence 24 hours after your final Winter term class (if you have no scheduled exams), or final written exam, and no later than Tuesday, April 24, 2018 at noon, whichever comes earliest.

You may not enter into a Fall-term only or Winter-term only residence occupancy agreement; unless you are attending an incoming Fall or Winter term only Exchange Program at York. York students attending an outbound exchange program are not eligible for a Fall- or Winter-term only occupancy agreement.

2. DATES OF OCCUPANCY FOR STUDENTS ATTENDING AN INCOMING EXCHANGE PROGRAM AT YORK

If you are attending an incoming Fall term only exchange program, your occupancy commences on Saturday, September 2, 2017, and you are required to move out of residence 24 hours after your final Fall term class (if you have no scheduled exams), or final written exam, or no later than Friday, December 22, 2017 at noon, whichever comes earliest. If you are attending an incoming Winter term only exchange program, your occupancy commences on Wednesday, January 3, 2018 at 9:00am, and you are required to move out of residence 24 hours after your final Winter term class (if you have no scheduled exams), or final written exam, and no later than Tuesday, April 24, 2018 at noon, whichever comes earliest.

3. WINTER HOLIDAY CLOSURE

The undergraduate residences are closed between Friday, December 22, 2017 at noon, and Wednesday, January 3, 2018 at 9:00am ("the University Winter Holiday Closure Period"). During the Winter Holiday Closure Period, you are required to make alternative living arrangements. Students with a permanent address outside of Ontario may apply to stay in residence during the Winter Holiday Closure Period if they have no alternative housing and will be required to pay a flat fee of \$250, if approved. Students who are approved to stay acknowledge that they may be required to relocate to a temporary room in a different residence and that there will be reduced resources and support services including food, security, maintenance, cleaning and residence life during the Winter Holiday Closure Period. Individuals who are found in the residence buildings during the closure period without pre-approval may be evicted for trespassing.



4. FOOD

You are required to participate in a non-refundable University meal plan; unless a suite assignment exemption applies. You must pay all meal plan fees in accordance with Section II Payment.

5. ROOM ASSIGNMENT

You are accepting the specific building and room assignment offered. You may not change your building or room assignment without permission which will be given only in the limited circumstances described below. If you have difficulty with your room or building assignment after moving in, you must notify the Residence Life staff. Transfers are not permitted unless alternative space is available and are mediated as a final resolution between Residence Life staff and Housing Services and may result in additional room and room transfer fees.

York University through its designated staff, reserves the right to assign and re-assign rooms, and to move students to other buildings and rooms. If you are relocated to another residence or room due to conduct issues, then you are responsible for the financial consequences of covering any additional room, or room upgrade costs, and you must complete your move by the required date and time.

6. RIGHT OF ENTRY

The University reserves the right to enter residence buildings, rooms and suites, through its authorized employees, agents and subcontractors for the purpose of carrying out its duties (e.g. maintenance, repairs, construction, fire equipment inspection, pest control, technology services, cleaning inspections and cleaning services, etc.), for ensuring the safety, security and well-being of others, or if a resident's health or safety is believed to be in danger, or if the University believes that the residence rules, regulations and/or Code of Student Rights and Responsibilities is being violated. You waive any claim against the University, its officers, governors, agents and employees based upon such entry.

7. SECURITY AND SAFETY

For security reasons, residence entrances are locked and monitored by CCTV camera 24 hours a day. Only authorized key-holders are allowed access into the residence building. Guests will be required to sign in at the Porter Desk in accordance with the Residence Guest Policies. Residents must strictly prohibit non-residents or tailgaters from entering into the building. You are responsible for locking your room, taking reasonable personal precautions and reporting any suspicious activity to Security Services immediately. York University is not responsible for any injury, loss, or damage resulting from your failure to comply with lock operating instructions including but not limited to your failure to lock your residence room/suite or your improper use of the lock. You are also responsible for reviewing Security Services' campus alerts and complying with [Security Services' emergency guidelines and instructions](#). You can also download the [York U Safety App](#) to your phone.

8. ELIGIBILITY

To maintain eligibility for residence, you must remain registered at York University. Specific academic requirements including minimum grade point average will be published prior to each application period as applicable. Students who fail to maintain a published academic requirement will not be eligible to remain in residence and will not be re-admitted to residence unless that requirement is waived in writing by Residence Life or Housing Services. In addition to the published academic requirements, every student must meet the following criteria in order to remain in or be re-admitted to residence:

- a. You maintain full-time student status at York University.
 - York students must remain enrolled in a minimum of 24 credits over the F/W term
- b. You have not been reported for any significant and/or multiple behavioural infractions or incidents while on the York campus, AND
- c. You have no outstanding debts at York University from prior academic terms.

9. TERMINATION

The University may terminate your residence occupancy at any time if such a termination is determined to be in the best interest of the University or any part of it. If you have been evicted from a residence, then you will be banned from entering that residence and possibly others. If you have been evicted from a residence building or were asked to leave residence due to concerns with your conduct, you may not apply for occupancy at any other York University Housing¹ either within session or in future years. You may appeal for re-entry to residence as per the procedures outlined in the associated decision letter and further inquiries can be directed to Residence Life or Housing Services. If your needs for support and assistance exceed the resources available within the residence community, you may be required to leave residence. You may also be required to leave residence should your behavior give rise to concerns for your own well-being and/or that of others in your community.

10. NEW ARRIVALS

Housing has a responsibility to reduce any loss of revenue by filling vacancies which may occur throughout the year. Residents living in shared rooms or suites must be prepared to welcome a new roommate or suitemate in the event that a vacancy is re-filled at any time. Residents living in double bedrooms are responsible for ensuring that their personal belongings are not occupying the space and furnishings of the vacant half of the room and must maintain an acceptable level of cleanliness. Residents living in suites are responsible for maintaining an acceptable level of cleanliness in the shared common spaces of the unit. Advanced notification of new arrivals (after September) will be provided to occupants of double bedrooms and suites, and/or their Dons, when possible. Should Housing have any difficulty filling a vacancy because of infringement on the newcomer's assigned space or furnishings, or an unacceptable level of cleanliness within the shared bedroom or suite common spaces then the bedroom/suite occupant(s) will be held financially responsible for the vacancy until it can be filled.

11. COMMUNICATIONS BY EMAIL AND CELL PHONE

Phone service is not provided in the residence rooms unless subscribed through InRes Services for an additional fee paid by the student. Students are encouraged to bring their own cell phones. Housing Services and Residence Life will use the email address and mobile phone number that you provided within your residence application and the University Student Information System as a means of contact and communication with you. It is your responsibility to keep Housing Services and the University informed of your up-to-date contact information and to check your email and personal phone for important and emergency messages from Housing Services and Residence Life, and the University.

12. INTERNET SERVICE

Your residence room includes WiFi and wired Internet access, however Internet services may be interrupted for maintenance purposes or for other reasons beyond the University's control. Residents are required to report Internet service interruptions directly to the University InRes Services.

13. CONSTRUCTION AND RENOVATIONS

York University and Housing Services are engaged in several ongoing new construction and renovation projects on campus and in the residences. Although the University will take measures to minimize disruption to the community, there will be noise, dust and disruption to services while these improvements are underway. Should it become necessary, the University and Housing Services have the right to relocate residents to another room and residence in order to facilitate construction and

¹ This includes undergraduate residences at both Keele and Glendon Campuses and York Apartments.

renovation activities, and comply with health and safety standards. There will be no compensation or reduction of residence fees due to disruption and/or relocation.

14. ENVIRONMENTAL CONSIDERATIONS

While we strive to maintain a health-supportive environment, we cannot guarantee a housing environment that is free of allergens or one that is conducive to a particular individual's healthy lifestyle. Students who experience health issues which they attribute to their living environment may not use this as grounds for appeal or refund should they choose to withdraw from residence.

15. AMENDMENT

Any change or amendment to the residence terms and conditions including a waiver of requirements must be made in writing between you and Housing Services.

SECTION II. PAYMENT

1. You shall pay your room, meal plan, and residence life activity and administration fees directly to Student Financial Services when charged to your student account and in accordance with the enclosed Residence Fees and Payments Schedule which forms part of this Undergraduate Residence Occupancy Agreement.

2. The quoted fees cover only the period of the Dates of Occupancy specified herein. Residents who receive written approval to move into residence before the effective occupancy date or to move out of residence past the end of the occupancy dates shall pay for additional nights accordingly.

3. Payments may be made via telephone or web banking, or at your banking institution. Payment instructions can be found at the [Student Financial Services website](#).

4. In accordance with the Undergraduate Residence Fees and Payments Schedule, any outstanding balance on your student account is subject to late fees charged by Student Financial Services and non-payment of fees may result in your de-enrolment and termination of this occupancy agreement.

5. Non-York students are required to pay their residence and meal fees to York University prior to moving in and in accordance with the payment terms and instructions as set out by Residence Terms and Conditions.

SECTION III. CONDUCT

1. LAWS AND RULES AND REGULATIONS

You and your guests are responsible for complying with all policies, procedures, rules and regulations as outlined in the Undergraduate Residence Occupancy Agreement and the Residence Handbook, as well as other policies, regulations and rules of York University and any applicable Federal, Provincial and Municipal laws. Non-compliance is subject to disciplinary action, which includes but is not limited to your removal from residence.

2. CODE OF STUDENT RIGHTS AND RESPONSIBILITIES

The Code of Student Rights and Responsibilities applies to all residents as members of the York University community regardless of which educational institution they are enrolled in. Please review the [Code of Student Rights and Responsibilities](#). Failure to adhere to the Code of Student Rights and Responsibilities may result in disciplinary action. The Code of Student Rights and Responsibilities identifies behaviour which, if left unchallenged and unchecked, would disrupt the residences and campuses at York. As a student living in residence, it is your responsibility to review the Code of Student Rights and Responsibilities. Residence Life Coordinators and the Residence Life Manager are Local Adjudicators pursuant to the Code of Student Rights and Responsibilities and can be approached with any questions. The Local Adjudicator reserves the right to discipline any resident in accordance with the residence terms and conditions, the Code of Student Rights and Responsibilities

and the Residence Handbook. Residents who are students of an educational institution other than the University are also subject to the Code of Student Rights and Responsibilities of their educational institution. As such, the University may provide a copy of this residence occupancy agreement and disclose the personal information of those residents including details about their behaviour to their educational institution for appropriate action.

3. POLICIES AND ENFORCEMENT

Residence Dons serve as representatives of York University and specifically, Residence Life, and Housing Services. Each Don is responsible for enforcing the policies of the residence and the University and in doing so, will endeavor to create a positive residence environment conducive to learning and rest for all residents. While Dons are primarily responsible for their own "House community", they serve the residence as a whole, and have the right to enforce the residence rules in all "House communities".

4. REMEDIES

In addition to the remedies above, the University reserves the right to take the necessary steps to ensure health, safety and security of all residents, which includes but is not limited to your removal from residence. Every resident is responsible for reading, understanding and adhering to the Undergraduate Residence Occupancy Agreement, Fees and Payments Schedule, the Residence Handbook and the Code of Student Rights and Responsibilities.

SECTION IV. RULES AND REGULATIONS

Abide by Rules and Regulations

You must at all times abide by all current University rules and regulations including: Parking; Traffic Control; the Code of Student Rights and Responsibilities; Fire and Emergency. Provincial and Federal laws pertaining to the use and abuse of drugs and alcohol apply to all residents and in all areas of the residence community.

Noise: Excessive noise, which disturbs the comfort of other residents, is prohibited. You shall abide by the quiet hour policies of the residence. Subwoofers are prohibited.

Disorderly Behaviour: Behaviour such as, but not limited to, disorderly conduct, involvement in a disturbance (alone or with others), interfering with the rights of others and other unacceptable social behaviour, will jeopardize your residence privileges.

Responsibility for Keys:

- a. You are required to sign a supplementary agreement concerning the operation of electronic locks in residence.
- b. You may not lend or give your residence keys/keycards to anyone.
- c. You are responsible for immediately reporting lost or stolen residence keys or keycards to Housing and Security Services.
- d. All keys issued to you at check-in must be returned to the Housing Office when checking out of the residence.
- e. You are responsible for paying any applicable charges that are posted to your student account for key/keycard replacement and any lock changes that are a consequence of lost, stolen or non-returned keys.

No Subletting: You are not permitted to rent, lend, or sublet your assigned room at any time. No one else other than the resident assigned to a room may live in the room at any time.

Guest Policy: Guests must be signed in, in accordance with residence rules and regulations. You are responsible and liable for all the actions of your guest(s) and for any damage caused by such guest(s). Where a resident has a roommate and/or suitemate(s), all guests, including and especially overnight guest(s), must be discussed and approved in advance by all roommates and suitemates. You are liable for the behaviour and actions of your guests at all times when on the University's premises. All guests of the residence must abide by the policies outlined in the Residence Handbook.

No Furniture Removal/Relocation: You shall not remove furniture from residence rooms, common rooms, or the building, or rearrange furnishings in a way that is unsafe. You may not bring

personal beds or waterbeds into residence. No furniture, appliances or dishes belonging to other areas of the University are to be relocated into a residence room.

No Storage: The University does not provide storage facilities for personal belongings or furnishings at any time.

Room Decorations: You are not permitted to paint or make any physical alterations to any part of the residence space. Room decorations and furnishings must comply with the University's building codes and standards.

Prohibition: Illegal drugs, weapons, ammunition or fireworks are prohibited on the University campus. You are not permitted to keep or have illegal drugs, weapons, ammunition or fireworks in residence. You are not permitted to conduct a business or other entrepreneurial activity in a residence room or building.

No Pets: You are not allowed to keep pets of any kind in residence.

Cooking: Cooking appliances are not allowed in residence rooms. You may keep a small compact refrigerator in your room. Microwave is provided in the common rooms of traditional residences where a meal plan is required is a privilege to the resident. Use of such equipment and space is to be limited to house events authorized by residence staff. It is the residents' responsibility to keep common room clean.

Cleanliness: You must maintain your room/suite in a clean and orderly condition in accordance with building, health and safety standards and regulations. All residence rooms and suites will be inspected once per term, at minimum. Failure to comply with notifications as a result of unacceptable room and suite cleaning standards may result in termination of your occupancy agreement and applicable cleaning fines.

Common Areas: All residents have responsibility for the cleanliness of the common rooms, washrooms, and other shared space within the building. You are expected to do your share in maintaining a standard of cleanliness which constitutes a hospitable and civil environment for everyone. Failure to keep common areas clean can result in loss of privileges and/or cleaning fines.

Liability for Damage: You are financially liable for any damages caused to your residence room, residence common areas, furnishings and fixtures, and for any charges incurred by you or by your guests. Residents who cause damage in any way, including through fire, are personally liable for that damage and will be charged for the full costs of repairing that damage. You are liable for any damage caused to University property and any such damage shall be charged to you. In the event that we cannot determine who is responsible for the damage, all members of the said community (e.g. suite, house, residence) may be jointly billed the cost of repairs.

Maintenance Reporting: All residents have an obligation to report maintenance concerns as per published protocols, whether in their room or in common areas of the residence particularly when it may impact the health, safety and security of the resident(s).

Fire and Emergency Evacuation Procedures

- a. All residents and guests are required to exit a building upon hearing a fire alarm and/or when an emergency situation requires evacuation. You and your guest(s) are required to obey the evacuation instructions given by University authorized personnel, e.g. Security Services, Emergency Response Wardens and Building Emergency Captains. You and your guest(s) are required to proceed directly to the designated assembly point where additional information will be provided. You and your guest(s) are not permitted to re-enter the building until permission has been granted by authorized personnel, e.g. Security Services, Police or Fire Services, Emergency Response Wardens or Building Emergency Captain.
- b. In the case of fire, you and your guest(s) are required to respond as instructed by Fire Services personnel and public announcements at all times.
- c. Portable fire extinguishers are located in the residence for emergency use only. Severe penalties are imposed for misuse of any fire equipment or tampering with fire safety equipment such as disconnecting or obstructing smoke/heat detectors.
- d. Those who cause false fire alarms in residences through careless cooking or in any other way are subject to disciplinary action and any applicable fines, and may be subject to criminal prosecution and/or costs assessed against the University by the Fire Services. All residents must follow the Fire Safety Procedures that are outlined in the Residence Handbook.

Emergency and Personal Preparedness: Students are encouraged to bring their own cell phones as a means of communication and reporting emergencies. To report an emergency, students

will dial 911 and should be prepared to state their exact location. Students are strongly encouraged to read and follow the [emergency and personal preparedness guidelines](#) for residence.

Residence Watch Officials: Residence Watch Officials (RWOs) act as the representatives of Security and Housing Services in the residence. RWOs are empowered to enforce the rules and regulations where applicable in the Undergraduate Residence Occupancy Agreement and Residence Handbook.

No Liability: The University is not liable, directly or indirectly, for loss, damage or theft of personal property, including food, or for damage or destruction of such property by fire, water or any other causes (e.g. loss of utilities) or for any kind of personal injury including death, discomfort, damage or loss to you or your guests while at the residence or the campus of the University. The University is not responsible for any loss or damage that you or your guest may incur as a result of an emergency whether natural or human made that is beyond the University's control. There is no reduction to residence fees or charges or any other compensation for any such direct or indirect loss, theft, damage, destruction, inconvenience, injury or discomfort (including as a result of labour disruption). You shall ensure you have sufficient personal insurance to cover any damage to or loss of your belongings or personal injury to yourself and your guests.

Abandoned Personal Property: Personal property left in the residence upon vacating your room is deemed abandoned by you and will be disposed of. The University does not accept responsibility for the storage or safekeeping of personal property abandoned in the residence.

Smoke-Free: The residence building is smoke-free. Smoking (including e-cigarette) is strictly prohibited anywhere in the residence building at all times or within 9 meters of the building including on balconies, or in outside areas close to entrances, windows or ventilation system air intakes.

Burning/Open Flames: Burning of any substance and open flames is strictly prohibited within the residence, including but not limited to candles, potpourri, incense, etc., as these items pose a serious fire hazard and can cause fire alarms, and may also pose serious allergy issues for some people.

Check In/Out: You are responsible for completing and submitting a room/suite inventory and condition report within 48 hours after checking in. Failure to do so will deem the room/suite condition as fully furnished and damage free. You are responsible for ensuring that your room/suite is left in the same fully furnished and damage free condition at check out.

- a. Your failure to check out of your residence room according to the Undergraduate Residence Occupancy Agreement will result in a lock change and removal/disposal of personal belongings. You will be charged accordingly for lock changes and any other additional services that are required to prepare the room for a new occupant.
- b. You are responsible for any charges that are associated with damages, extra cleaning services or missing furniture within your room. It is your responsibility to check your student account after check-out and pay for any additional charges for such damages and/or missing items.
- c. You are responsible for changing your mailing address once you move out, as no mail will be accepted by Housing Services after you have left the residence.
- d. You are responsible for notifying the Registrar's Office of any changes to your mailing address and contact information after you leave residence.

Waiver by University: If the University overlooks any breach, default or non-observance by you or your guest of the Undergraduate Residence Occupancy Agreement, the University is not to be taken to waive any of its rights under this residence terms and conditions in respect of that and other and subsequent breaches, defaults or non-observances hereunder.

The information contained herein is current at the time of printing, however, it is necessary from time to time to alter rates, terms, conditions and policies and the University reserves the right to make these changes.

May 2017