

# UNDERGRADUATE RESIDENCE – KEELE CAMPUS 2017-2018 OCCUPANCY AGREEMENT

## SECTION I - OCCUPANCY TERMS & DATES

**TERMS AND CONDITIONS:** The terms and conditions of this Occupancy Agreement are binding on all students living in an undergraduate residence building on the Keele Campus.

**FALL/WINTER OCCUPANCY:** This Occupancy Agreement is for the 2017-2018 academic year. Occupancy will commence on Saturday, September 2, 2017 for new students or Sunday, September 3, 2017 for returning students.

**WINTER OCCUPANCY:** Students who are admitted to York for the winter term are eligible to apply for residence once they have accepted their Offer of Admission. Residence applications will be reviewed on a first-come first-served basis, and room assignments will depend on the availability of space.

**INCOMING EXCHANGE PROGRAMS:** Occupancy for the Fall-term exchange program will commence on Saturday, September 2, 2017, and the occupancy period will end no later than Friday, December 22, 2017 at noon. Students are required to move out 24 hours after their final exam or final class if they don't have any exams.

Occupancy for the Winter-term exchange program will commence on Wednesday, January 3, 2018, and the occupancy period will end no later than Tuesday, April 24, 2018 at noon. Students are required to move out 24 hours after their final exam or final class if they don't have any exams.

**HOLIDAY CLOSURE:** All of the undergraduate residence buildings will be closed as of Friday, December 22, 2017 at noon and will not re-open until Wednesday, January 3, 2018 at 9:00am. Students are required to make alternative living arrangements during the Holiday Closure, however, students with a permanent address outside of Ontario can apply to stay in residence. Requests will be reviewed by Residence Life and Housing Services, and students who are approved to remain in residence will be charged a Holiday Closure fee.

### **OCCUPANCY END DATE:**

The occupancy period will end on the earlier of: twenty four (24) hours after the student's final exam or final class if the student does not have any exams; or Tuesday, April 24, 2018 at 12:00pm.

**TERMINATION:** The University reserves the right to take any necessary steps to ensure the health, safety and security of all residents, which may include the removal of students from residence if required. Housing Services can terminate this Occupancy Agreement, at any time, if it is determined to be in the best interest of the University.

The University may impose terms on students who have been evicted from residence, including a ban on entering the residence building, and possibly others, and deem them ineligible to apply for residence in future years. The process to re-enter residence, as per the appeals process, will be outlined in the decision letter from Residence Life and Housing Services.

## **SECTION II – ELIGIBILITY & ROOM ASSIGNMENTS**

**ELIGIBILITY:** Students must meet the following criteria to be eligible to live in an undergraduate residence building:

- a. New/current students must be registered in a full-time program at York University (minimum of 24 credits for the F/W term)
- b. YUELI students must be enrolled in a full-time program at York University (minimum of 20 in-class hours per week)

Students who have an outstanding balance on their student account or a history of significant and/or various behavioural infractions or incidents contrary to the Student Code of Rights and Responsibilities are not eligible to live in an undergraduate residence building.

**ROOM ASSIGNMENTS:** Students cannot change their room/building assignment without written approval from Housing Services. Students are not permitted to lend or sublet their room to another individual at any time.

**ROOM CHANGES:** Housing Services reserves the right to move students to another room and/or residence building at any point during the occupancy period. If students are relocated due to behaviour/conduct issues, the University may impose a transfer fee as well as a higher rate for the new room (if applicable).

**ROOM TRANSFERS:** Students who want to request a different room/building assignment after moving in are required to submit a Transfer Request Form. Transfer requests will be reviewed by Residence Life and Housing Services on a case-by-case basis. If approved, the University may impose a transfer fee as well as the higher rate for the new room (if applicable).

**ROOMMATES:** Residents living in shared rooms/suites must be prepared to welcome a new roommate or suitemate at any point during the occupancy period, and are responsible for maintaining an acceptable level of cleanliness at all times.

Residents living in double rooms must ensure that their personal belongings are kept on their side of the room. Should Housing Services have any difficulty filling a vacancy due to space infringement or an unacceptable level of cleanliness, the current occupant will be financially responsible for the vacancy until it can be filled.

## **SECTION III. HEALTH & SAFETY**

**SAFETY AND SECURITY:** For security reasons, residence entrances are locked and monitored by a CCTV camera at all times. Only authorized staff and current residents are permitted to access the residence building. Residents must prevent non-residents and/or

tailgaters from entering the building, and should report any suspicious activity to [Security Services](#) immediately.

Students are encouraged to download the [York U Safety App](#).

Students are responsible for locking their room/suite as per the Lock Agreement. Housing Services is not responsible for any loss, injury or damage resulting from a student's failure to lock your room/suite, failure to comply with the lock instructions or the improper use of the lock.

**EMERGENCY PROCEDURES:** All residents and guests are required to exit the building when an emergency situation requires evacuation. Students and their guest(s) are required to follow the evacuation instructions given by University authorized personnel, e.g. Security Services, Emergency Response Wardens and Building Emergency Captains, and should proceed directly to the designated assembly point where additional information will be provided. No one is permitted to re-enter the building until permission has been granted by authorized personnel.

**FIRE PROCEDURES AND FIRE ALARMS:** All residents and guests are required to exit the building upon hearing a fire alarm. In the event of a fire, students and their guest(s) are required to follow instructions given by Fire Services personnel.

Fire Safety Procedures are outlined in the [Residence Handbook](#). Portable fire extinguishers are located in the residence for emergency use only. Severe penalties will be imposed for the misuse of any fire equipment, or tampering with fire safety equipment such as disconnecting or obstructing smoke/heat detectors. Students who cause fire alarms in residences, intentionally or unintentionally, are subject to disciplinary action, criminal prosecution and/or fines.

**RESIDENCE WATCH OFFICIALS:** Residence Watch Officials (RWOs) monitor and respond to incidents that occur within the residence buildings, and are empowered to enforce the rules and regulations outlined in the Occupancy Agreement and the Residence Handbook.

**ENVIRONMENTAL CONSIDERATIONS:** Undergraduate residence buildings involve high-density, communal living. Housing Services cannot guarantee an environment that is free of allergens or risks imposed by internal or external factors beyond our control. Students with pre-existing conditions should seek medical advice before accepting a residence offer.

**EMERGENCY AND PERSONAL PREPAREDNESS:** To report an emergency, students should dial 911 and state their exact location. Students are encouraged to use their cell phones as a means of reporting emergencies. Courtesy phones are also available in all residence building hallways. Students are strongly encouraged to read the [emergency and personal preparedness guidelines](#) prior to moving into residence.

**EMERGENCY CONTACT INFORMATION:** Housing Services and Residence Life will use the email address and phone number(s) in the University's Student Information System and Housing Information System to facilitate communication with students. Students are responsible for updating their contact information, and emergency contact information, as well as checking their email account on a regular basis for important messages from Housing Services, Residence Life and the University.

## SECTION IV – FEES POLICIES

**RESIDENCE ROOMS:** Students are responsible for the full payment of their residence fees, which includes a \$250 non-refundable room deposit to secure their residence reservation. Students are also required to pay a Residence Life Activity and Administration Fee (RLAAF) for residence programming and activities.

**MEAL PLANS:** Students who have accepted a traditional-style residence room are required to purchase a meal plan. Students who have been offered a room in a Bethune, Calumet or Pond Residence suite have the option of purchasing the Suite Convenience Meal Plan.

**PAYMENT DATES:** Residence and meal plan fees will be posted to each resident's student account. Students have the option of paying their fees in two installments; the first installment is due by September 10, 2017 and the second is due by January 10, 2018. Interest charges (1% per month) will be applied to all student accounts with an outstanding balance.

**PHONE, CABLE AND INTERNET:** All residence rooms include Internet access (wifi and wired). Students can request telephone and cable TV services for an additional fee.

**CANCELLATIONS:** Students must notify Housing Services, in writing, if they opt to cancel their residence reservation. Any student who cancels their room reservation on or before July 31, 2017 will forfeit their \$250 non-refundable room deposit.

**LATE CANCELLATIONS:** Students must notify Housing Services, in writing, if they opt to cancel their residence reservation. Any student who cancels their room reservation **after July 31, 2017** and continues to be enrolled at the University will forfeit their \$250 non-refundable room deposit and will be charged a \$250 late cancellation fee.

**NO-SHOW:** Students must notify Housing Services, in writing, if they will be arriving after the move in weekend. Any student who does not check into their room by the first day of classes without having previously notified Housing Services in writing will lose their room reservation, forfeit their \$250 non-refundable room deposit and will be charged a \$500 no-show fee.

**TRANSFERS:** Any student who has received written approval to transfer to another residence room will be charged a \$100 transfer fee.

**HOLIDAY CLOSURE:** Any student who has received approval to remain in residence during the Holiday Closure will be charged a \$250 fee.

**EARLY MOVE-IN:** Any student who has received written approval to move-in early, prior to the occupancy dates set out in Section 1, will be charged a fee as determined by Housing Services.

**LATE MOVE-OUT:** Any student who has received written approval to move out late, after the occupancy end date set out in Section 1, will be charged a fee as determined by Housing Services.

**WITHDRAWAL FROM RESIDENCE:** Students must notify Housing Services, in writing, if they opt to withdraw from residence. Students are responsible for the full payment of their residence fees until their room is accepted by another student. If the room is occupied by another student,

the room fees will be pro-rated as per that student's move-in date. Housing Services cannot guarantee if or when vacant rooms will be assigned to another student.

**WITHDRAWAL FROM THE UNIVERSITY:** Students who withdraw from the University are no longer eligible to live in residence, and must vacate their room within twenty-four (24) hours of withdrawing from their courses/program. Any student who withdraws must notify Housing Services, in writing, about their academic status and will be charged a \$500 early withdrawal fee.

**REMOVAL FROM RESIDENCE:**

Any student who is removed from residence for conduct issues is subject to sanctions outlined in the [Code of Student Rights and Responsibilities](#) as well as any applicable fees/fines.

## **SECTION V - RULES & REGULATIONS**

**UNIVERSITY & GOVERNMENT RULES AND REGULATIONS:** Students must follow and abide by all University rules, regulations and policies, as well as any applicable Federal, Provincial and Municipal laws. Provincial and Federal laws that pertain to the use of drugs and alcohol apply to all residents, in all areas of the residence community. Non-compliance is subject to disciplinary action which may include, but is not limited to, a student's removal from residence.

**RESIDENCE RULES AND REGULATIONS:** Students and their guests are responsible for complying with rules, regulations and policies outlined in this Occupancy Agreement as well as the Residence Handbook. Non-compliance is subject to disciplinary action which may include, but is not limited to, a student's removal from residence.

**CODE OF STUDENT RIGHTS AND RESPONSIBILITIES:** Students living in residence are required to review, and adhere to, the [Code of Student Rights and Responsibilities](#). Failure to adhere to the Code of Student Rights and Responsibilities may result in disciplinary action which may include, but is not limited to, a student's removal from residence.

Residents who are students registered at another educational institution are required to adhere to the code of conduct governing student behavior of their home institution. The University may report any breaches of York's [Code of Student Rights and Responsibilities](#) to a student's home institution.

**RESIDENCE LIFE STAFF:** Residence Life Coordinators and Managers are Local Adjudicators pursuant to the Code of Student Rights and Responsibilities and can be approached with any questions or concerns. Local Adjudicators have the right to address resident behaviour in accordance with the Code of Student Rights and Responsibilities and the Residence Handbook.

**RESIDENCE DONS:** Residence Dons are responsible for enforcing residence rules and policies, and in doing so, will endeavor to create a positive environment for all residents. While Dons are primarily responsible for their own floor/house, they serve the residence community as a whole, and have the right to enforce the rules in all buildings.

**DISORDERLY CONDUCT:** Disorderly conduct includes involvement in a disturbance (alone or with others), interfering with the rights of others, as well as other unacceptable behaviours. Disorderly conduct may result in disciplinary action which may include, but is not limited to, a student's removal from residence.

## **SECTION VI - ROOM/BUILDING RULES & MAINTENANCE**

**RIGHT OF ENTRY:** The University reserves the right to enter residence rooms, suites and buildings, 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.). The University may also enter residence rooms, suites and buildings to ensure the safety, security and well-being of others, or if the University believes that residence rules and regulations are being violated. Students waive any claim against the University, its officers, governors, agents and employees based upon such entry.

**CONSTRUCTION AND RENOVATIONS:** York University and Housing Services are engaged in several construction and renovation projects across campus and in the residence buildings. Although the University will take measures to minimize the impact on the community, there may be noise, dust and disruption to services while these improvements are underway.

Should it become necessary, the University and Housing Services will relocate residents to another room and building to facilitate construction/renovation activities and comply with health and safety standards. Efforts will be made to minimize any disruption caused, however, students will not be compensated, or refunded, in the event of a relocation.

**GUEST POLICY:** All guests must abide by the rules and policies outlined in the Residence Handbook. If a resident has a roommate, guests must be discussed and approved by all roommates and suitemates in advance, especially overnight guest(s). All guests must be signed into the building, and students are responsible for the behaviour and actions of their guest(s), and for any damage caused by such guest(s).

**NOISE:** Excessive noise, which disturbs the comfort of other residents, is prohibited. Students are required to adhere to the quiet-hours policy within their building.

**INTERNET SERVICE:** [InRes Services](#) provides Internet service (wifi and wired) to all undergraduate residence buildings. Students should report any maintenance issues or service interruptions directly to InRes.

**STORAGE:** The University does not provide storage facilities for student's personal belongings or furnishings.

**ROOM DECORATIONS:** Students are not permitted to paint, or permanently alter, their room, suite and/or common areas. Room decorations must comply with the University's building code and standards.

**FURNITURE:** Students are not permitted to bring large pieces of furniture, including beds/waterbeds, desks and dressers, into residence. Furniture cannot be removed from the

residence rooms, common rooms or the building, and furniture from other areas of the University cannot be relocated to a student's room.

**ANIMALS/PETS:** Pets are not permitted in any of the residence buildings. Students with a registered service animal should contact Housing Services to make appropriate arrangements.

**CLEANLINESS:** Students must keep their room/suite in a clean and orderly condition, to maintain a standard of cleanliness that creates a hospitable environment for all residents and adheres to Health and Safety regulations.

All students share responsibility for the cleanliness of the common rooms, kitchens, washrooms, and other shared space within the room/suite and building. All residence rooms/suites will be inspected at least once per term. Failure to comply with cleaning standards may result in sanctions and additional cleaning fees.

**KITCHENS:** Kitchen appliances are not permitted in residence rooms. Students are only permitted to keep a small compact refrigerator in their room. Kitchen appliances, located in suites and common areas, must be used in a safe, responsible manner.

**SMOKING:** All residence buildings are smoke-free. Smoking (including e-cigarettes) is strictly prohibited inside the buildings or within 9 meters of the buildings. This includes balconies, building entrances, windows and ventilation system air intakes.

**OPEN FLAMES:** Burning items or the use of open flames is strictly prohibited within the residence buildings. This includes, but is not limited to, candles, potpourri, incense, etc. as these items pose a fire hazard to those living in residence. Non-compliance is subject to disciplinary action which may include, but is not limited to, a student's removal from residence.

**MAINTENANCE ISSUES:** All residents are required to report any maintenance issues or concerns, especially when it may impact the health, safety and security of other resident(s).

**KEYS:** Students are required to sign a lock agreement that outlines the use and functionality of the electronic lock system. Students cannot give or lend their keys/keycards to anyone, and students are responsible for reporting lost or stolen keys/keycards to Housing Services immediately.

**CHECK IN:** Students are responsible for completing and submitting a room/suite inventory report within forty-eight (48) hours of checking in otherwise Housing Services will deem the room to be fully furnished and damage free.

**CHECK OUT:** Students are responsible for checking out of their room at the occupancy end date as set out in Section 1.

Before checking out, students are responsible for:

- a. Returning all of their keys/keycards to the Housing Service office. Students will be responsible for the cost of replacing any keys/keycards that are lost or stolen, as well as any lock changes that are required
- b. Cleaning their room/suite. If rooms/suites are not cleaned, students will be charged for additional cleaning services to return rooms/suites to a clean and orderly condition
- c. Removing all of their personal property from their residence room

- d. Updating their mailing address in the University's Student Information System, as mail will not be accepted by Housing Services after the occupancy period.

**ILLEGAL ITEMS:** Illegal items, including drugs, weapons, ammunition and fireworks are prohibited on the University campus, including all of the residence buildings. Non-compliance is subject to disciplinary action which may include, but is not limited to, a student's removal from residence.

## **SECTION VI. LIABILITY**

**NO LIABILITY:** The University is not liable, directly or indirectly, for the loss, damage or theft of personal property, the damage or destruction of said property by fire, water or any other causes (e.g. the loss of utilities), or any loss or damage that students or their guests may incur as a result of an emergency, whether natural or human made, that is beyond the University's control. The University is not responsible for any personal injury including death, discomfort, damage or loss to students or their guests while in residence or on the University campus.

There will be no reduction in fees, or any compensation, for any direct or indirect loss, theft, damage, destruction, inconvenience, injury or discomfort (including any discomfort caused by a strike or labour disruption). Students should ensure that they have sufficient personal and/or contents insurance to cover any damage to, or loss of, their belongings.

**DAMAGES:** Students are financially liable for any damage to items found in their residence rooms and common areas, as well as any missing furniture and fixtures. Students will be charged the full cost of repairing any damages and replacing any missing items. In the event that Housing Services cannot determine which resident is responsible for the damages, all members of the community (e.g. suite, house, floor) will be charged for the required repairs or replacement items.

**ABANDONED PROPERTY:** Any personal property left in the room/suite will be deemed to be abandoned and will be disposed of by Housing Services.

**WAIVER:** If the University overlooks any breach, default or non-observance by students or their guest(s), the University is not to be taken to waive any of its rights under this Occupancy Agreement and other subsequent breaches, defaults or non-observances hereunder.

### **AMENDMENT**

Any amendments to this Occupancy Agreement are not effective unless approved in writing by a Housing Services staff member. The University reserves the right to alter any rates, policies and/or the terms and conditions within this Occupancy Agreement if and when required.