

UNDERGRADUATE RESIDENCE – KEELE CAMPUS 2020-2021 OCCUPANCY AGREEMENT

SECTION I - OCCUPANCY TERMS & DATES

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

COVID-19 AND PUBLIC HEALTH: This Occupancy Agreement is entered into during a declared state of emergency in the Province of Ontario. This Occupancy Agreement is conditional on residences being open and operational for September 2020 and subject at all times to compliance with emergency orders and applicable public health guidelines. Due to the evolving nature and uncertainty of the COVID-19 global pandemic, York University Housing & Conference Services reserves the right to amend or terminate this Occupancy Agreement, or delay occupancy, at the University's option, in the event that: (1) the University determines, in its sole discretion, that it is prudent or necessary to do so for reasons of public health or resident safety, or (2) the University is required to keep residences closed by emergency order or Toronto Public Health guidelines.

FALL AND WINTER OCCUPANCY: This Occupancy Agreement is for the 2020-2021 academic year. Occupancy will commence on or before **Saturday, September 5, 2020** and will end twenty-four (24) hours after the student's final class/exam or on **Thursday, April 29, 2021** at noon (12:00pm), whichever is earlier.

WINTER OCCUPANCY: Students admitted to York University 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/offers will depend on availability of spaces.

Occupancy for the Winter Term will commence on or before **Saturday, January 9, 2021** and will end twenty-four (24) hours after the student's final class/exam or on **Thursday, April 29, 2021** at noon (12:00pm), whichever is earlier.

INCOMING EXCHANGE PROGRAMS: Occupancy for students admitted for the Fall Term Exchange Program will commence on or before **Saturday, September 5, 2020** and will end twenty four (24) hours after the student's final class/exam or on **Wednesday, December 23, 2020** at noon (12:00pm), whichever is earlier.

Occupancy for students admitted for the Winter Term Exchange Program will commence on or before **Saturday, January 9, 2021** and will end twenty four (24) hours after the student's final class/exam or on **Thursday, April 29, 2021** at noon (12:00pm), whichever is earlier.

HOLIDAY CLOSURE: All undergraduate residences will be closed during the Holiday Closure period starting **Wednesday, December 23, 2020** (4:30pm) until **Saturday, January 9, 2021** (9:00am). Students are required to make alternative living arrangements; however, residents whose permanent addresses are outside of Ontario may apply to stay. Requests will be reviewed by Residence Life and Housing & Conference Services, and students who are approved to remain in residence for this period will be assessed the standard Holiday Closure fee.

TERMINATION: The University reserves the right to take any necessary actions to ensure the health, safety and security of all residents, which may include the removal of students from residence if required. Housing & Conference Services can terminate this Occupancy Agreement, at any time, if required by emergency order or Toronto Public Health, or if the University determines it 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 residence and/or other buildings, and deem them ineligible to apply for housing in future years. The process to re-enter residence, as per the appeals process, will be outlined in the decision letter from Residence Life & Housing & Conference Services.

SECTION II – ELIGIBILITY & ROOM ASSIGNMENTS

ELIGIBILITY: Students must meet the following criteria to be eligible to live in undergraduate residences:

- 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. 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 & Conference Services. Students are not permitted to lend or sublet their room to another individual at any time.

ASSIGNMENT MODIFICATION OR CANCELLATION: Housing & Conference Services may modify or reassign room assignments, including unit number, residence building or campus location, at its sole discretion. Room assignments may be cancelled and/or revoked with notice at the discretion of Housing & Conference Services.

WASHROOM ASSIGNMENTS: To maintain appropriate physical distancing during the COVID-19 global pandemic, the University will assign residents a designated bathroom space in accordance with Toronto Public Health guidelines.

ROOM CHANGES: Housing & Conference 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 assess 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 & Conference Services on a case-by-case basis. Once approved, Housing & Conference Services will assess a Transfer Fee as well as a higher rate for the new room (if applicable).

SINGLE OCCUPANCY ROOMS: Residence rooms for Fall/Winter 2020-2021 are designated as single occupancy only. Residents living in double rooms are not permitted to have any other person stay in the room and any contravention of this requirement will be subject to further actions.

SHARED SUITES: Residents living in shared suites must be prepared to welcome a new suitemate at any point during the occupancy period and are responsible for maintaining an acceptable level of cleanliness at all times.

SECTION III. HEALTH & SAFETY

PUBLIC HEALTH GUIDELINES: Residents must abide by all Health and Safety guidelines outlined by the University and Public Health. Residents who are entering or returning to Canada are subject to all government travel advisories and restrictions, including any period of quarantine or self-isolation upon their return.

SAFETY AND SECURITY: For security reasons, residence entrances are locked and monitored by CCTV cameras at all times. Only authorized staff and residents are permitted entry. It is the residents' responsibility to prevent outsiders and/or tailgaters from entering the residences and report any suspicious activities to [Security Services](#) immediately.

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

Residents are responsible for locking their room/suite as per the Lock Agreement Form, they signed upon move-in. Housing & Conference Services is not responsible for any loss, injury or damage resulting from failure to comply with the agreement or improper use of locks.

EMERGENCY PROCEDURES: All residents and guests are required to exit the building during emergencies that require evacuation and follow instructions given by authorized University emergency personnel (e.g. Security Services, Emergency Response Wardens and Building Emergency Captains). Residents and guests should proceed directly to the designated assembly points where additional information will be provided. No one is permitted to re-enter the residences until clearance has been granted.

FIRE PROCEDURES AND FIRE ALARMS: All residents and guest(s) are required to exit the residences at the sound of a fire alarm. In the event of fire, residents and guest(s) are required to follow instruction given by Fire Services personnel.

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

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

ENVIRONMENTAL CONSIDERATIONS: Undergraduate residences are high-density, communal living environment. Housing & Conference Services cannot guarantee an environment that is free of allergens or risks due to internal or external factors beyond Housing & Conference Services' control. Students with pre-existing conditions should seek medical advice before accepting a residence offer and follow public health protocols upon entry to campus.

EMERGENCY AND PERSONAL PREPAREDNESS: In life-threatening circumstances, students are encouraged to use their cell phones to call 911 and contact York Security Services stating their location. Courtesy phones are also available in residence hallways. Incoming residents are strongly encouraged to read the [Emergency and Personal Preparedness Guidelines](#) prior to moving in.

EMERGENCY CONTACT INFORMATION: Housing & Conference 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 communicate with students. It is the resident's responsibility to update their contact details and emergency contact information, as well as checking their email account on a regular basis for important messages from Housing and Services, Residence Life and the University.

SECTION IV – FEES POLICIES

RESIDENCE FEES: A comprehensive list of accommodation, meal plan and other fees in residence can be found at the Undergraduate Residence Occupancy Agreement page on the Housing website. Please note that fees are updated on an annual basis as approved by York University Board of Governors.

RESIDENCE ROOMS: Students are responsible for the full payment of their residence fees, which includes a 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 accepted a traditional-style room in residence are required to purchase a meal plan. Students who have been offered a room in a suite at Bethune, Calumet or Pond Residences have the option of purchasing the Suite Convenience Meal Plan. York University Food Services continues to offer healthy meal plan options served in accordance with Toronto Public Health guidelines. The University will provide notice of any changes to food service operations due to COVID-19.

PAYMENT DATES: Residence and meal plan fees will be posted on the student's account. Residents have the option of paying in two installments: the first installment being due on September 10, 2020 and the second on January 10, 2021. Interest charges (1% per month) will be applied to accounts with outstanding balances past the indicated due dates.

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

CANCELLATIONS: Students must notify Housing & Conference Services, in writing, if they opt to cancel their residence reservation. It is also the student's responsibility to notify Housing & Conference Services immediately if they are not accepted into their programs. Any student who cancels their room reservation will forfeit their Room Deposit.

LATE CANCELLATIONS: First Year students who cancel their room reservation **after July 31, 2020** and continue to be enrolled at the University will forfeit their Room Deposit and will be assessed a late cancellation fee. Returning students who cancel their room reservation **after**

July 31, 2020 and continue to be enrolled at the University will forfeit their Room Deposit and will be assessed a late cancellation fee.

NO-SHOW: Incoming residents must notify Housing & Conference Services, in writing, if they will be arriving after their scheduled move-in date. Any student who does not move in by the first day of classes without previously informing Housing & Conference Services will lose their room reservation, forfeit their Room Deposit and be assessed a No-Show Fee.

TRANSFERS: Any student who has received written approval to transfer to another residence or room will be assessed a standard Transfer Fee.

HOLIDAY CLOSURE: Any student who receives approval to remain in residence during the Holiday Closure period starting Wednesday, December 23, 2020 until Saturday, January 9, 2021 will be assessed the Holiday Closure Fee as determined by Housing & Conference Services.

EARLY MOVE-IN: Any student who received written approval to move in earlier than the occupancy start date stated in Section 1, may be assessed a nightly accommodation rate.

LATE MOVE-OUT: Any student who received written approval to move out later than the occupancy end date stated in Section 1, may be assessed a nightly accommodation rate.

IMPROPER MOVE-OUT: Any student who fails to move out in accordance to processes set by Housing & Conference Services as communicated in the Move-out Information Page will be assessed the Improper Move-out Fee.

WITHDRAWAL FROM RESIDENCE: Students must notify Housing & Conference Services, in writing, if they opt to withdraw from residence. The withdrawing resident will be responsible for the remainder of their residence and meal plan fees or the Early Withdrawal Fee and the pro-rated room and meal plan fees in the event that the vacated room is assigned to a new resident. Housing & Conference 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 & Conference Services, in writing, about their academic status and will be assessed an Early Withdrawal Fee.

REMOVAL FROM RESIDENCE:

Any student removed from residence due to 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 abide by all University rules, regulations and policies, as well as any applicable Federal, Provincial and Municipal laws. Provincial and Federal laws that pertain, including but not limited to use of prohibited substances, alcohol consumption and public health measures/protocols applicable to students within the residence community. Non-compliance is subject to disciplinary actions which may include, but not limited to, student's removal from residence.

RESIDENCE RULES AND REGULATIONS: Students and 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, the student's/guest's removal from residence.

CODE OF STUDENT RIGHTS AND RESPONSIBILITIES: Residents 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 registered students of another educational institution are required to adhere to the code of conduct governing student behavior of their home institution. The University may report any breach of York University's [Code of Student Rights and Responsibilities](#) to the 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 authority 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 community as a whole, and have the authority to enforce the Code of Student Rights and Responsibilities.

DISORDERLY CONDUCT: Disorderly conduct includes involvement in 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 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 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 & Conference Services are engaged in several construction and renovation projects across campus and in 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.

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

GUEST POLICY: The University has the right to limit or suspend the ability to have guests in residence to ensure proper physical distancing. Should guests be permitted in residence, the Guest Policy can be found in the [Residence Community Standards](#).

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

INTERNET SERVICE: [InRes Services](#) provides Internet service (wired or wireless) to all undergraduate residence buildings. Students should report maintenance issues or service interruptions directly through their office.

STORAGE: The University does not provide storage facilities for student's personal belongings or furnishings. It is the student's responsibility to arrange storage facilities, if required.

ROOM DECORATIONS: Students are not permitted to paint, or make alterations in their room, suite and/or common areas. Room decorations must also 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 residence rooms, common areas or buildings. 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 registered service animals should contact Housing & Conference Services to make appropriate arrangements.

CLEANLINESS: Students are responsible to maintain a standard of cleanliness that creates a hospitable environment and adhere to Health and Safety regulations at all times. They are accountable to keep their room/suite in a clean and orderly condition at all times.

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

KITCHENS: Kitchen appliances are not permitted in residence rooms. Students may use a small compact refrigerator in their residence room. Kitchen appliances, provided in suites and common areas, must be used in a safe, responsible manner.

SMOKING: York University Residence is a smoke-free environment. Smoking (including cannabis, e-cigarettes) is strictly prohibited inside or within 9 meters of the buildings. This includes balconies, building entrances, windows and ventilation system air intakes. Policy on cannabis smoking, possession and cultivation are available in the [Residence Community Standards](#).

OPEN FLAMES: Burning items or use of open flames is strictly prohibited within residence. This includes, but is not limited to, candles, potpourri, incense, etc. as these items pose a fire hazard. 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 maintenance issues or concerns, especially when it may impact the health, safety and security of others.

KEYS: Students are required to sign a Lock Agreement Form that outlines the use and functionality of the electronic lock system upon move-in. Students cannot give or lend their keys/keycards to anyone, and they are responsible for reporting lost or stolen keys/keycards to Housing & Conference 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 & Conference Services will deem the room to be fully furnished and damage free.

CHECK-OUT: Residents are responsible for checking out of their room on the occupancy end date as stated in Section 1.

Before checking out, students are responsible for:

- a. Reviewing the Move-out Information Procedures as published on the website.
- b. Returning all keys/keycards to the Housing Service Office. Cost associated with replacing keys/keycards in case lost or stolen will be assessed on the resident's account.
- c. Cleaning their room/suite. If level of cleanliness is unsatisfactory, the student will be assessed cleaning fees.
- d. Removing all personal properties from their residence room.
- e. Updating their mailing address in the University's Student Information System. Mail will not be accepted by Housing & Conference Services on their behalf after the occupancy period.

Failing to move out in respect to processes set by Housing & Conference Services will be assessed the Improper Move-out Fee.

ILLEGAL ITEMS: Illegal items, including drugs, weapons, ammunition and fireworks are prohibited on University campus, including residence buildings. Non-compliance is subject to disciplinary action which may include, but 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 the University campus.

There will be no reduction in fees, or compensation, for any direct or indirect loss, theft, damage, destruction, inconvenience, injury or discomfort (including any discomfort caused by a strike or labour disruption or public health crisis). 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 assessed the full cost of repairing any damages and replacing any missing items. In the event

that Housing & Conference Services cannot determine which resident is responsible for the damages, all members of the community (e.g. suite, house, and floor) will be charged for the required repairs or replacement items.

ABANDONED PROPERTY: Any personal property left in the room/suite after check-out will be deemed abandoned and will be disposed of by Housing & Conference 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 Residence Occupancy Agreement are not effective unless approved in writing by Housing & Conference Services. The University reserves the right to alter any rates, policies and/or the terms and conditions within this Residence Occupancy Agreement if and when required.

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 2020