



**Ryerson University
Summer Housing Program Agreement
Summer 2021**

THIS SUMMER HOUSING PROGRAM AGREEMENT (the “**Agreement**”) is between Ryerson University (the “**University**”) and the Applicant (“**You**” or “**Resident**”).

WHEREAS:

- A. the University has made available accommodations in Pitman Hall (the “**Residence**”) for currently enrolled students
- B. this Agreement and the operation of the Residence is administered on behalf of the University by Housing & Residence Life;
- C. the Residence is comprised of various room types and each resident will be assigned to a room by Housing & Residence Life, as more fully described herein (a “**Room**”); and
- D. You wish to secure a Room tenancy in the Residence through the Program,

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Term

- 1.1 Term:** The “**Term**” of the Agreement commences on Move-in Day, as indicated in Section 2.2 or in your Offer of Accommodation letter, whichever is later (the “**Start Date**”) and expires on August 21st, 2021 (the “**End Date**”), unless terminated early in accordance with the terms of this Agreement. You shall have access to the Room from 9:00 a.m. on the Start Date to 12:00 p.m. on the End Date.
- 1.2 Limited to Term of Occupancy:** The Residence and the Room are not intended for year round occupancy. This Agreement is solely for the provision of accommodation for the Resident at the Residence for the Term. You may submit an application for a subsequent term or terms, but such application is not guaranteed on the basis of previous occupancy in a Residence.

2.0 Important Dates

- 2.1 Date Changes:** The important dates are subject to change from when applicable/necessary in conjunction with the University significant dates, provided that if any variance greater than eight (8) days, the Resident is entitled to, on not less than thirty (30) days’ notice, to terminate this Agreement without further liability, provided that the Resident continues to be liable for Residence Fees (as defined herein) pro-rated to the date of the Resident’s last day residing in the Room.

2.2 Schedule: The Schedule of Important Dates for the Summer Housing Program (the “**Schedule**”) is as follows:

Date	Description
Dec 21, 2020	Summer Housing Program Application (the “ Application ”) process opens. Application fee of \$50 is required upon application submission (the “ Application Fee ”).
April 1,2021	May Rent Due
May 5, 2021	Move In Date
June 1, 2021	June Rent Due
July 1, 2021	July Rent Due
August 1, 2021	August Rent Due
August 21, 2021	Program Term ends

3.0 Room Assignment

3.1 Room Offers: Housing & Residents will only offer a space once per Application. If You decline or allow the offer to expire, your Application is deemed cancelled, resulting in your forfeiture of the Deposit Fee. You may re-apply by completing the Application and paying the Deposit Fee again. In the event that You re-apply, You will be placed on a waitlist.

3.2 Living Accommodation: the Room is to consist of a bedroom with fair use and responsibility of the common facilities in the Residence.

3.3 Room Assignment: Housing & Residence Life shall assign You a Room. While every effort will be made to accommodate your choice of Room, and roommate or suitemate, Housing & Residence Life cannot guarantee your preferences will be met. Failure to meet your preferences does not absolve You from any of your obligations contained herein.

3.4 Room Reassignment: Housing & Residence Life reserves the right, in its sole discretion, to reassign Rooms as deemed necessary or appropriate. Housing & Residence Life has the responsibility to reduce losses in revenue and minimize expenses by filling vacant Rooms. Residents must be prepared to welcome a new person to their Room or to be relocated to another Room any time a vacancy exists. When a vacancy exists that cannot be filled, the empty Room will be locked and no access will be permitted.

- 3.5 Room Changes:** You are required to receive prior written permission from Housing & Residence Life to change Rooms. Room change request forms can be obtained from Housing & Residence Life. Housing & Residence Life has the authority to grant or deny such a request in its sole discretion. To allow for sufficient time for roommates/suitemates to develop an understanding of each other and their surroundings, Room change requests will only be granted in June. Any Resident who changes to another Room is subject to a \$250.00 room change fee in order to cover cleaning and administrative costs and may be required to pay additional Residence Fees in the event that the Resident relocates to a Room with higher Residence Fees.
- 3.6 Subletting Not Permitted:** Rooms may only be occupied by the assigned Resident(s). Unauthorized occupation or “subletting” of a Room will result in the eviction of the unauthorized occupant and sanctions against the Resident.
- 3.7 Application of the Residential Tenancies Act:** You hereby acknowledge that the occupation of a Room in the Residence is not governed by or subject to the provisions of the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17.

4.0 Withdrawal and Termination of Tenancy

- 4.1 Early Withdrawal from Tenancy by Resident:** You may withdraw from Residence during the Term by completing an Intent to Withdraw form. This form is available from Housing & Residence Life. All Residents who withdraw, for any reason whatsoever, are subject to a \$400 withdrawal fee. In the event that you submit an Intent to Withdraw form, Housing & Residence Life shall provide You with written notice confirming your withdrawal. In the event that you withdraw and terminate your tenancy after the 7th of the month, in addition to a \$400 withdrawal fee, you will be charged the current month’s rent.
- 4.2 Abandonment of Room:** the Room may be deemed to have been abandoned where You have, in the sole opinion of Housing & Residence Life, vacated the Room and failed to respond to a Notice of Abandonment sent by Housing & Residence Life. Abandonment is grounds for termination of your tenancy by Housing & Residence Life.
- 4.3 Termination of Tenancy:** Notwithstanding the use of any administrative system for imposing sanctions, if You breach any of the terms or conditions of this Agreement, the Residence Community Standards, any other University policies or municipal, provincial or federal laws, Housing & Residence Life may, in its sole discretion, by written notice to You, terminate this Agreement. Such termination does not relieve You from your obligations contained herein, including the payment of Residence Fees.
- 4.4 Vacating the Residence:** Any Resident who has withdrawn from Residence, or has had their tenancy terminated pursuant to this Agreement is required vacate the Room and the Residence within the timeframe for vacating specified in the written notice. In addition, Housing & Residence Life reserves the right to require You to immediately vacate the Residence without notice should your conduct represent a risk to the safety, security or well-being of other Residents, as determined in the absolute discretion of Housing & Residence Life.

4.5 Items Left Behind: Any items You leave behind in the Room after the end of the Term are deemed to have been abandoned. Housing & Residence Life will discard any items left behind by any Resident after the End Date, the early withdrawal by a Resident, or early termination of a Resident's tenancy by Housing & Residence Life. This includes items confiscated and temporarily held by Housing & Residence Life. Housing & Residence Life and the University are not responsible for mailing items back to You and will not compensate You for items that have been discarded. You shall indemnify and hold harmless Housing & Residence Life and the University for any costs, damages, or other expenses arising out of or in any way connected with the disposal of items You leave behind.

5.0 Residence Fees

5.1 Residence Fees: You shall pay the applicable fees as set out in the residence fees schedule (the "Residence Fees"), in accordance with the Schedule.

5.2 Incidental Fees: Incidental fees will be charged to your credit card on your residence account (the "Account"), and includes key replacements, room damages etc.

5.3 Residence Fee Schedule: The residence fees schedule can be found online at: <https://www.ryerson.ca/housing/housing-alternatives/summer-housing/summer-residence/>(the "Fee Schedule").

5.4 Application Fee applied to Residence Fees: The Deposit Fee submitted by You with the Application will be applied to your Residence Fees.

5.5 Pay Fees Promptly: Residence is responsible in paying fees in accordance with the Schedule at the Residence Service Desk. Late fee of \$50 applies if rent is due over 5 days.

5.6 Consequence for Not Paying Residence Fees: Failure by You to pay the Residence Fees by the deadlines outlined in the Schedule constitutes a breach of the terms of this Agreement and may result in Housing & Residence Life terminating your tenancy early.

5.7 Keys: Housing & Residence Life shall provide You with a key to the Room (the "Room Key") and a Residence ID Card on Move-in Day. The Room Key and Residence ID Card remain the property of the University and You shall return them upon request by Housing & Residence Life and in any event upon the termination of your tenancy.

5.8 Locks: Locks in the Rooms may not to be altered without the prior written consent of Housing & Residence Life. No additional locks are to be placed upon any door of the Residence or a Resident's Room.

5.9 Cost for Replacement / Misplaced Keys: You are responsible for safeguarding the Room Key, mailbox key, and Residence ID Card. Residents will be subject to a fee for the replacement of lost, broken, damaged, "lockout" (i.e. keys locked in room) or misplaced Room Keys, mailbox keys, or Residence ID Cards. Where it is determined by Housing & Residence Life that the loss of Room Key, Residence ID Card, or mailbox key warrants the replacement of the associated lock, all costs associated with the replacement of such lock will be borne by the Resident. The lockout

charging schedule can be found online at: <https://www.ryerson.ca/housing/current-students/amenities-services/>

- 5.10 Key Duplication Prohibited:** The Resident agrees not to allow copies to be made of the Residence ID Card, Room Key or the mailbox key provided by Housing & Residence Life. Residents found in possession of a copied Room Key or mailbox key may be subject to sanctions.
- 5.11 Delivery of Keys:** The Resident agrees to deliver to Housing & Residence Life the Room Key, mailbox key, and Residence ID Card in proper working condition upon the completion of the term outlined in paragraph 1.1, withdrawal from the Residence by the Resident, or upon Housing & Residence Life terminating the Resident's tenancy pursuant to paragraph 5.1.

6.0 Facilities

- 6.1 Responsibility for Resident's Room:** You are responsible for and shall pay for all missing items, damages, or cleaning in connection to the Room that is caused by You or your guests. If You share a Room with one or more Residents, all costs will be divided and assessed equally between such Residents.
- 6.2 Responsibility for Suite/Apartment Shared Areas:** All Residents occupying a Room in a suite/apartment are jointly and severally responsible for missing items, damages or cleaning in connection to shared areas within the suite/apartment (the "**Shared Areas**"), including the kitchenette, bathroom, and living space, caused by the Residents' or the Residents' guests.
- 6.3 Responsibility for Common Areas:** All Residents of the Residence are jointly and severally responsible for missing items, damages or cleaning in connection to areas accessible by all Residents (the "**Common Areas**"), including lounges, stairwells, kitchens, laundry rooms, and hallways, caused by the Residents' or the Residents' guests. Housing & Residence Life may, in its sole discretion, assign liability for missing items, damages or cleaning caused to Common Areas to Residents occupying specific Rooms.
- 6.4 Room Condition and Size:** Residence Fees are charged uniformly based on room type. While every effort will be made to address maintenance issues, adjustments to Residence Fees will not be made based on room condition, size or the furnishings provided.
- 6.5 Move-in Condition:** You are responsible for reporting and addressing concerns that you may have for your room within 48 hours of the Start Date. Any changes to the physical condition of the Room or Residence property that are deemed by Housing & Residence Life to have resulted from unacceptable use by You will lead to additional charges to your Account. Residents that fail to report and address room concerns accept the accuracy of the records contained by Housing & Residence Life.
- 6.6 Move-Out Condition:** You shall leave the Room in a condition that is equal to or better than that of the condition when You moved in. All items in the Room must be returned to their original placement or You will be subject to an extra labor charge on your Account.

- 6.7 Monthly Inspections:** Housing & Residence Life is entitled to inspect your Room on a monthly basis, or such other frequency as deemed necessary by Housing & Residence Life. Save and except in situations of emergency, as determined in the absolute discretion of the Housing & Residence Life, Housing & Residence Life shall provide You with at least 24 hours' written notice of such inspection. If it is determined upon inspection that the Room, Shared Areas or Common Areas require cleaning, You will be required to clean such area within a 72 hour period. If the required cleaning is not performed to the satisfaction of Housing & Residence Life, Housing & Residence Life reserves the right to clean the area and charge the Resident(s) for all reasonable expenses.
- 6.8 Move-out Inspection:** Towards the end of your tenancy, You will have the opportunity to schedule a move-out inspection with Housing & Residence Life for the purpose of reviewing the physical condition of the Room and Shared Areas. The inspection must coincide with your move-out time. The inspection can only be performed during business hours and once all of your personal belongings have been removed, so that the physical condition of the Room and the Residence property can be properly assessed. During the August time period, Residents are encouraged to sign up for their preferred time as early as possible since many Residents will be moving out around the same time. Residents that fail to attend or fail to sign up for a move-out inspection agree to accept the findings of the inspection performed by Housing & Residence Life at a later time and date.
- 6.9 Pass Along Facilities Concerns Promptly:** Any Resident with concerns about any physical aspect of the Residence shall submit a work request promptly. Residents are a key information provider in the Residence and are expected to pass along any observations they make in the physical condition of the Residence that may cause problems for the safety, security or proper functioning of University property. Residents can submit a work request through Pitman Hall Summer Front Desk.
- 6.10 Removing Items from Room:** All furniture and equipment found in the Room must remain in the Room for the Term or You will be subject to an extra charge on your Account. All lounge furniture must remain in the lounge.
- 6.11 Cleanliness:** You shall ensure that the Room, Shared Areas (if applicable) and Common Areas are kept in a clean and orderly state and free from all refuse at all times and shall clean any Shared Areas or Common Areas immediately after use. If any Room, Shared Areas or Common Areas require additional cleaning, the Resident(s) responsible may be subject to extra cleaning charges applied to their Account.
- 6.12 Entering Rooms to Repair or Clean:** Housing & Residence Life reserves the right to enter a Room for inspection, repair, cleaning or maintenance purposes. Save and except in situations of emergency, as determined in the absolute discretion of Housing & Residence Life, or where a Resident has submitted a work request, Housing & Residence Life shall provide to the Resident at least 24 hours' written notice of its intent to enter the Room for such purposes. Housing & Residence Life shall respond to a work request within a reasonable period of time depending on the nature of the problem and may enter the Room to inspect and/or repair while a Resident is not present.

- 6.13 Entering Rooms in Emergency Situations:** Housing & Residence Life or other emergency or police personnel may enter a Room without notice where there exists reasonable grounds to believe that there is an emergency situation or evidence of criminal activity within the Room.
- 6.14 Room Reassignment for Facilities Purposes:** Residents may be reassigned at any time if, in the sole opinion of Housing & Residence Life, a Room reassignment is necessary. Housing & Residence Life has the responsibility of maintaining the buildings and has a preventative maintenance schedule for doing so. Occasionally emergency facilities issues arise that require the reassignment of a Room(s). Residents must be prepared to be relocated to another Room any time a facilities issue necessitates it. This reassignment may be temporary or permanent and is in the sole discretion of Housing & Residence Life.
- 6.15 Renovations and Construction:** The University and Housing & Residence Life are continually engaged in construction and renovation projects for our university community and residence buildings. If needed, You will receive additional communication from Housing & Residence Life or from campus facilities about projects impacting students, faculty and staff. Housing & Residence Life is not responsible for construction noise or disruptions associated with the construction sites.
- 6.16 Pest Control Policy:** Failure to notify or take immediate action regarding maintenance and pest control issues on University property may result in charges to your Account for damages, repairs, and services. You shall follow all University directives in order to eradicate pests, including bed bugs. This may include room preparation, clothes laundering, and leaving the Room for a period of time. You are responsible for all damages caused by You resulting from your following of these directives and You shall pay all associated costs. You will not be relocated as this may result in pests being carried to a new room. You are not entitled to any refund of Residence Fees.
- 6.17 Repair and Replacement Charges Guide Online:** The Repair and Replacement Charges Guide can be found online at: <https://www.ryerson.ca/housing/current-students/fees/repair-and-replacement-charges/>.
- 6.18 Excessive Needs:** Housing & Residence Life does not have the facilities, resources or expertise to deal with serious behavior, emotional issues or illness. If a Resident engages in harmful behavior, or behavior that is reasonably perceived to be a threat to himself or herself, or to others, or compromises his or her personal safety (including, but not limited to underage drinking, drug use, bulimia, cutting, abusive behavior); or, where a pattern of behavior by a Resident is sufficient to create significant disruption to other Resident(s), Housing & Residence Life reserves the right to terminate the tenancy of that Resident.
- 6.19 Cannot Care for Ill Residents:** Housing & Residence Life does not have the facilities, resources or expertise to deal with Residents that become ill or sick. Should a Resident suspect that they have become ill or sick, the Resident is responsible for caring for themselves or finding the appropriate health service provider to assist them.

7.0 Residence Community Standards

- 7.1 Documents Governing Conditions, Guidelines & Policies:** The Residence Community Standards, found online at <https://www.ryerson.ca/housing/current-students/community-standards/> form a part of this Agreement. You shall abide by the policies outlined in the Residence Community Standards as well as all other applicable University and department policies and all municipal, provincial, and federal laws.
- 7.2 Support and Prevent Breaches to the Standards:** You shall not directly or indirectly cause, or fail to take reasonable steps to prevent, a breach of the policies outlined in the Residence Community Standards either in person or virtually via the internet including social media.
- 7.3 Commitment to Community:** You shall act in a responsible manner so as not to compromise your own safety or endanger the health and safety of others either in person or virtually via the internet including social media. Housing & Residence Life reserves the right to determine what constitutes unsafe practices and the appropriate sanctions for Residents engaging in such practices.
- 7.4 Notifying Emergency Contact:** You hereby authorize Housing & Residence Life to contact your emergency contact in the event of an emergency situation, as determined in the sole discretion of Housing & Residence Life.
- 7.5 Commercial Activity Prohibited:** You are not permitted to engage in any commercial activity in any Rooms, Shared Areas, or Common Areas without written permission from Housing & Residence Life.
- 7.6 Observe and Record Behavior:** Housing & Residence Life reserves the right to observe and record a Resident's behavior for the purpose of ensuring the safety of the Resident and the community and that applicable policies are followed
- 7.7 Residence Appeals Policy:** The full residence appeals policy can be found online outlined in Community Standards: <https://www.ryerson.ca/housing/current-students/community-standards/>

8.0 Indemnity, Liability, and Insurance

- 8.1 Indemnity:** You shall indemnify and hold harmless the University and Housing & Residence Life from all claims, liabilities, costs, expenses, damages and legal expenses arising out of or in any way connected with your use and occupancy of the Room, Shared Areas, or Common Areas, or any other part or parts of the Residence.
- 8.2 No Liability:** The University assumes no liability, directly or indirectly, for loss or theft of personal property, including food, or for damage or destruction of such property by fire, water or other causes (e.g. loss of utilities).

8.3 Personal Insurance: Residents are required to obtain personal insurance against such losses. Housing & Residence Life does not purchase such protection for personal property. It is recommended that Residents obtain coverage through a “rider” on their family’s tenant or homeowner insurance policy, which should include liability coverage for injury or damage caused by the Resident.

9.0 Notice and Communications

9.1 Providing Notice to Residents: Any notice required to be given to a Resident hereunder shall be deemed to have been properly delivered by delivery of such notice to the Resident’s email or by way of posting such notice on the entry door to the room occupied by such Resident.

9.2 Providing Notice to Housing & Residence Life: Any notice required to be given to Housing & Residence Life hereunder shall be deemed to have been properly delivered by delivery of such notice to:

Housing & Residence Life
 Pitman Hall Residence
 160 Mutual Street,
 Toronto, ON M5B 2M2

9.3 Notifying Housing & Residence Life of Unforeseen Circumstances: You are responsible for informing Housing & Residence Life in writing of any unforeseen events or circumstances that prevent You from meeting any part of the Residence Agreement.

10.0 General

10.1 Time is of the Essence: Time is of the essence and no extension or waiver operates to amend this provision. It is essential that You deal with your obligations as a Resident or in a situation in accordance with any assigned deadlines, particularly situations which affect your academic performance or standing in the Residence. Additional penalties, late fees or other remedies may apply as result of any delay.

10.2 Entire Agreement: This Agreement, the Residence Community Standards and all applicable University policies constitute the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, oral or written. To the extent that there is any discrepancy between the subject matter of this Agreement and any other University publication or agreement, the provisions of this Agreement prevail.

10.3 Force Majeure: To the extent that the University is unable to fulfill, or is delayed or restricted in fulfilling, its obligations under this Agreement by any cause beyond its control, the University

shall be relieved from the fulfillment of its obligations during that period and the Resident shall not be entitled to any reduction in fees or any compensation as a result thereof. Without restricting the generality of the foregoing, the University shall not be responsible for failing to meet its obligations under this Agreement due to a strike by its employees, a lock-out of employees by the University, and/or any other form of job action or labor unrest, or due to acts of God, including fires, floods, earthquakes, severe weather conditions, flu pandemic, intervention by civilian or military authorities, governmental legislation, or other unforeseen developments. Housing & Residence Life reserves the right to require Residents to immediately vacate their Residence Unit if a situation occurs in which safety measures are compromised.

- 10.4 Survival:** All the provisions which by the nature of the rights or obligations might reasonably be expected to survive, survive the expiry or termination of this Agreement.
- 10.5 Severability:** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision is to be removed from the Agreement without affecting any other provision in this Agreement.
- 10.6 Assignment:** You may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the University.
- 10.7 Governing Law:** This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.
- 10.8 Enurement:** This Agreement enures to the benefit of and is binding on the parties hereto and their respective successors and permitted assigns.

11.0 Addendum to Residence Agreement

This Addendum to the Residence Agreement ("Agreement") entered into between the Resident Applicant ("You" or "Resident") and Ryerson University (the "University") for Summer 2021 academic year as a supplement to the terms and conditions set out in the Agreement.

By acceptance of the offer of a Room, You are agreeing this Addendum shall be deemed to be included in the Agreement as Appendix D, and that You will abide by the following terms and conditions as part of the Agreement.

- 11.1 Capitalized terms in this Addendum have the meanings set out in the Agreement.
- 11.2 You acknowledge that the University may, from time to time, impose additional rules, procedures, and protocols as it deems necessary or as it may be required to do by public authorities. The Resident agrees to abide by all such rules, procedures, protocols, policies, standards and instructions for health and safety on University campus and all directions of Housing & Residence Life. This includes, but is not limited to, any measures related to preventing or mitigating the spread of infectious disease or quarantining if a Resident is suspected of carrying an infectious disease. The Resident understands and agrees that failure to do so may result in termination of the Agreement and the Resident being required to vacate the Room.

- 11.3 In the event that You suspect you have contracted COVID-19 or test positive for COVID-19 You must immediately inform the Residence Advisor and follow all directions of the Housing and Residence Life staff with regard to procedures for quarantining yourself within your Room.
- 11.4 The Resident warrants that they understand that while the University has and will undertake reasonable steps to lessen the risk of transmission of COVID-19 in connection with the Residences, COVID-19 is a highly contagious and dangerous disease, that contact with the virus that causes COVID-19 may result in significant personal injury or death, that certain individuals with underlying conditions are at higher risk, and that the University cannot eliminate all risks associated with COVID-19 in the Residences. Further, the Resident acknowledges and understands that the characteristics of COVID-19, the nature of its transmission and its risks are not fully understood. The Resident is fully aware that participation in the Program carries with it certain inherent risks related to COVID-19 that cannot be eliminated regardless of the care taken to avoid such risks, including the risk of contracting or transmitting COVID-19, directly or indirectly, to or from other individuals in the Residences (“Inherent Risks”). The Resident is voluntarily assuming all such Inherent Risks resulting from their participation in the Program.
- 11.5 Housing and Residence Life may terminate the Agreement upon notice to you in response to a government order, any direction of Toronto Public Health, or any other requirement of the City of Toronto, the Province of Ontario or the federal government. In the event of such termination by Ryerson, you will be relieved of Your obligations regarding the payment of Residence Fees after the date of termination
- 11.5.1 In the event of any conflict between this Addendum and any other term of the agreement this Addendum shall prevail.