

# UNDERGRADUATE RESIDENCE 2023-2024 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 and Glendon Campuses. These terms and conditions include, but are not limited to, health and safety related policies, regulations and guidelines as discussed in Section III below.

**PUBLIC HEALTH:** This Occupancy Agreement is entered into in the immediate aftermath of a declared state of emergency in the Province of Ontario, regarding COVID-19 and the ongoing global Spread of monkeypox. This Occupancy Agreement is conditional on residences being open and operational for **August 2023** and subject at all times to compliance with government orders and applicable public health guidelines. Due to the evolving nature and uncertainty of the COVID-19 global pandemic and other emerging communicable diseases such as monkeypox, 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 government order or public health guidelines.

**FALL AND WINTER OCCUPANCY:** This Occupancy Agreement is for the **2023-2024** academic year. Occupancy will commence on **Saturday, August 26, 2023** for new students and on **Tuesday, September 5, 2023** for returning students. This Occupancy Agreement will end twenty-four (24) hours after the student's final class/exam or **Friday, April 26, 2024** 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 **Friday, January 5, 2024** and will end twenty-four (24) hours after the student's final class/exam or on **Friday, April 26, 2024** at noon (12:00pm), whichever is earlier.

**INCOMING EXCHANGE PROGRAMS:** Occupancy for students admitted for the Fall Term Exchange Program will commence on **Saturday, August 26, 2023** and will end twenty-four (24) hours after the student's final class/exam or on **Thursday December 21, 2023** at noon (12:00pm), whichever is earlier.

Occupancy for students admitted for the Winter Term Exchange Program will commence on **Friday, January 5, 2024** and will end twenty-four (24) hours after the student's final class/exam or on **Friday, April 26, 2024** at noon (12:00pm), whichever is earlier.

**HOLIDAY CLOSURE:** All undergraduate residences will be closed during the Holiday Closure period starting **Thursday December 21, 2023** (4:30 pm) until **Friday, January 5, 2024** (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 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 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 and 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 or 12 credits per 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.

**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).

**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 unacceptable level of cleanliness, the current occupant may be held financially responsible for the vacancy until filled.

**SHARED SUITES:** Residents living in shared rooms/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**

**HEALTH AND SAFETY RELATED POLICIES, REGULATIONS, AND GUIDELINES:** Residents must abide by all Health and Safety-related policies, regulations, and guidelines adopted by the University and/or Public Health, and in particular those relating to COVID-19 including, potentially, a vaccination mandate, and potentially a local outbreak of other communicable disease. 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. Students are also required to follow reasonable directions from the University related to health and safety. Such directions are for your safety and the safety of others and may include but are not limited to a direction to submit to testing, a direction to self-isolate should you become ill and/or a direction to maintain a safe physical distance from others. Failure or refusal to follow these directions may lead to sanctioning up to and including the termination of the Residence Occupancy Agreement.

**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 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.

**SECURITY WATCH OFFICIALS:** Security Watch Officials (SWOs) 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. York has [Interior Safety Phones and Blue Light Emergency Phones](#) available for student use in emergency situations. 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 & Conference 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 Rates](#) and [Glendon Residence Rates and Agreements](#) pages 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 accept a room in traditional-style residences are required to purchase a meal plan. York University Food Services offers healthy meal plan options for students. Meal Plan information can be found on the [Food Services](#) website.

**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, 2022** and the second on **January 10, 2023**. 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 within 5 business days if they are not accepted into their programs. Any student who cancels their room reservation will forfeit their residence room deposit.

**LATE CANCELLATIONS:** Students who cancel their room reservation **after July 31, 2023** and continue to be enrolled at the University will forfeit their residence 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 residence 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 Transfer Fee.

**HOLIDAY CLOSURE:** Any student who received approval to remain in residence during the Holiday Closure period starting **Thursday December 21, 2023** (4:30 pm) until **Friday, January 5, 2024** (9:00am) will be assessed a standard Holiday Closure fee.

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

**IMPROPER MOVE-OUT:** Any student who fails to move out in accordance with 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 via the Early Withdrawal Form, 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 substance, alcohol consumption and public health measures/protocols applies to all 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 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 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, 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, REPAIRS, AND RENOVATIONS:** York University and Housing & Conference Services are engaged in several construction, repairs, 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 to facilitate construction/repair/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 relocation.

**GUEST POLICY:** All guests must abide by the rules and policies outlined in the [Residence Handbook](#) and University protocols in place. In shared units, guests (especially overnight guests) must be discussed and approved by all roommates and suitemates in advanced. All guests must be signed into the building, and resident host will be held responsible for their behaviour and actions during their stay.

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

**INTERNET SERVICE:** University Information Technology provides Internet service (wired or wireless) via [AirYorkPLUS](#) 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 resident's responsibility to arrange for one if they require so.

**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 supplied by Housing & Conference Services 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 always adhere to Health and Safety regulations. They are accountable to always keep their room/suite in a clean and orderly condition. This includes but is not limited to keeping suites/rooms free from all pests and using appropriate disposal and recycling receptacles.

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 are only allowed to keep a small compact refrigerator in their spaces. Kitchen appliances, provided in suites and common areas, must be used in a safe, responsible manner.

**SMOKING:** York University Housing is a smoke-free environment. Smoking (including e-cigarettes) is strictly prohibited inside or within nine (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 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. 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.
- b. cleaning their room/suite. If level of cleanliness is unsatisfactory, the student will be assessed cleaning fees.
- c. removing all personal properties from their residence room.
- d. 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.

**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 whether 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, 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 to be 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.

February 2023