



## PETERBOROUGH UPPER YEAR & GRADUATE RESIDENCE AGREEMENT 2024-2025

Upon my admission to residence, and for the term of my residency, I become the “Resident” of the assigned/selected “Room” in a “College Annex” and hereby acknowledge that this is a legal and binding agreement.

This agreement applies to Residents of Peter Gzowski College Annex (buildings C and D) properties located on Water St. in Peterborough, Ontario.

### ELIGIBILITY

1. The Resident shall be enrolled as a student at Trent University to live in Residence.
  - a) A resident shall be considered enrolled if they have accepted an offer of admittance to Trent University and are enrolled in a minimum of one half credit in each semester they are living in residence.
  - b) Students who withdraw from the University or drop all their courses will be expected to move-out and vacate residence as per section 32 point a).

### FEES

2. The Resident shall pay to the University
  - a) An application fee of \$50 that is non-refundable and re-payable each time a student submits an application to apply to any Residence term.
  - b) A \$500 residence application deposit
    - i. The specific refund process for this deposit varies by term and will be communicated to students via the Student Housing Portal
    - ii. This fee shall only be refundable in full in the event that a student does not receive an offer of admission to residence or to Trent University, has their academic offer of admission rescinded, or has their VISA/Study Permit application denied. Students will be expected to communicate these situations to Student Housing to access a refund.
  - c) A Room fee for the occupation of the bed space.
  - d) Trent Cash if selected through the Student Housing Portal during the self-selection process.
3. The Resident will be able to self-select a room or will be able to confirm their assigned Room on the Student Housing Portal. Information about the fees associated with the Room type to which they have selected or are assigned are found on the Student Housing website ([www.trentu.ca/housing](http://www.trentu.ca/housing))
  - a) Students who fail to self-select a room during the advertised time frame, or who do not confirm their assigned room by the communicated deadline shall have their room booking and residence application canceled. This will result in a full forfeiture of the \$500 residence application deposit.
  - b) Students will be assigned to a residence room for circumstances including but not limited to, missing the advertised self-selection time frame, moving into residence after the Fall Move-In date, is a Residence Don, has specific accessibility and unique needs requirements, and applies to residence after the self-selection period.
4. Residence fees are mandatory and specific to each Room type assigned to the upper year and graduate term.
5. If the University assigns a Room to the Resident after the Friday following the first day of class in either semester, according to the University Academic Calendar, the Room fee shall be prorated on a nightly basis.
6. Failure to pay residence fees in accordance with the established deadlines may result in the University withholding academic results and degrees. It may also result in the termination of this agreement and eviction from residence. The University reserves the right to exercise any combination of the above options at any time

in its absolute discretion and failure to pursue an option immediately does not preclude the use of that option later. Deadlines are available in the Trent University Academic Calendar.

## OCCUPANCY

7. The term of the agreement shall coincide with the occupancy dates below. The University shall permit the Resident to occupy the Room from: September 2, 2024 to August 2, 2025 by 11:00 a.m. (EST).
  - i. Students who are in an academic program that does not align with the dates outlined in section 7. a) and 7. b) (i.e. Bachelor of Education, English as a Second Language (ESL), etc.) will not be guaranteed an early arrival or late stay and might need to find alternate housing arrangements for the portions of their academic term that falls outside of the dates mentioned herein.
8. Failed Arrivals: If the Resident does not move in and fails to cancel their confirmed residence Room prior to 11:59 p.m. (EST) on September 2, 2024 for the Full Term or January 4, 2025 for the Winter in-take, the Resident will remain responsible for all Room fees and will fall under the Withdrawal from Residence process beginning in section 22.
  - a) If a student decides to defer their academic program to a future term, Student Housing shall allow students to defer their residence application up to one academic term (fall students can defer to Winter, winter students can defer to summer or fall). Requests to defer beyond one academic term shall be processed as a cancellation.
  - b) Students must indicate to Student Housing that they are deferring their residence application by canceling prior to the final date to change fall-term/winter-term courses based on the academic calendar.
    - i. For Fall 2024: September 19
    - ii. For Winter 2025: January 20
  - c) In the event a student cannot arrive to campus due to their immigration documentation (VISA/Study Permit, etc.) still being pending shall be processed as standard cancellations unless they choose to defer to a future term as per sections 8. a) and 8. b).
  - d) In the event a student cannot arrive to campus due to their immigration documentation being rejected, the student shall be entitled to a full refund.
9. Late Arrivals: Failure to notify Student Housing of your late arrival via email to [residence@trentu.ca](mailto:residence@trentu.ca) before your move-in date or by 5:00 p.m. on September 2, 2024, or by 4:00 pm of their designated move-in date, means that the University is under no obligation to hold the Room space. In this situation, the Resident will be considered a failed arrival and will be responsible for all Room fees as referenced in section 8.
  - a) Late arrivals shall be accepted up to the final date to change fall-term/winter-term courses based on the academic calendar.
    - i. For Fall 2024: September 19
    - ii. For Winter 2025: January 20
10. Waitlist: Students who apply late and are waitlisted shall have 3 days to confirm their room booking. Once a room space is offered, the \$500 residence deposit will be non-refundable. Once a booking is confirmed by the student, all applicable refund policies shall apply. If a student cancels their residence application prior to the deadline to confirm their booking, they will not be responsible for the residence fees related to that booking. Students who cancel their residence application prior to receiving a room booking, shall receive a full refund of the \$500 deposit.
11. Trent University assumes no obligation or liability for lost, stolen or damaged items of personal property under any circumstance. The Resident is required to obtain personal insurance against such losses. Residents can often obtain coverage through a "rider" on the family's tenant or homeowner insurance policy, which should include liability coverage for injury or damage caused by the Resident.
12. The Resident shall permit the University, or its agents, entry at any time into their residence space and without notice to the student if the entry is for the purpose of carrying out their assigned duties.

13. Where the Resident does not vacate the Room in accordance with and on the date provided for in this Agreement the Resident shall pay the University for occupation of the Room beyond the date vacancy is required by this Agreement, at a daily rate established by the University. In addition, the University or its agents may enter and take possession of the Room and the University may, at its sole discretion, store or dispose of the Resident's property left within the Room and the University shall have no liability to the Resident relating to damage to or loss of such property. The Resident shall be responsible for the cost of disposal and/or storage of such property.

## **ROOM SELECTION & ASSIGNMENTS**

14. The Resident may choose to participate in the Room selection process and/or be assigned to a Room by the University. Once the Room selection period closes and/or a Room is assigned, the Resident is not permitted to assign this Agreement or permit any person(s) to occupy the Room other than to whom is originally assigned by the University.
15. A Resident with intentions to change Rooms must receive written permission from the University. The University has the authority to grant or deny any Room change requests in its sole discretion. To allow for sufficient time for community members to develop an understanding of each other and their residence surroundings, the Room transfer application will be available to students prior to the residential reading and laboratory weeks in October 2024 and February 2025. Any Resident who changes to another Room, granted by the University, is responsible for any additional residence fees related to the Room they are transferring into. Additionally, a \$125 Room transfer processing fee will be applied to the Resident's student account. Should the Resident change to another Room that is of a lesser fee than the previously assigned Room, the residence fees will be pro-rated by the University accordingly and the \$125 Room transfer-processing fee will be applied to the Resident's student account as well. Additional requirements and timelines that students will be required to abide by will be communicated to the student via email and the Student Housing Portal.
16. The University may assign an alternate Room to a Resident. Within 48 hours after the University giving notice to the Resident of the reassignment, the Resident shall vacate the first Room and occupy the second reassigned Room. Vacating the Room includes removing all possessions and returning the assigned keys to the appropriate Housing Service Centre. The Resident will be responsible for all expenses related to the reassignment.

## **CONDUCT**

17. The Resident attests that they have read and understood the [Residence Standards](#) and is confirming their agreement to comply with the express provisions and intent of the Residence Standards.
18. The Resident shall not do or permit anything to be done in the Room or in the College Residence which:
- a) is not legal;
  - b) causes danger to the Resident or anyone in the College Residence or University; or
  - c) causes or could reasonably cause damage to a person or property in the College Residence or University.
19. The Resident accepts responsibility for the use of the assigned Room and its contents and accepts financial responsibility for any damages, theft, or loss incurred, and any extra cleaning fees required due to the actions of the Resident and/or their guests.
20. Damages, theft, and/or loss in a common use area within the College Residence which cannot be identified as the responsibility of specific individuals, will be the responsibility of the all the Residents living in the residence section, house, staircase, or floor in which the damage, theft and/or loss occurred. Costs for repairs, cleaning or replacement of University property will be assigned to each individual Resident.

21. If the Resident performs or engages in behaviour that is ought to be known as potentially harmful to the Resident or anyone in the College Residence or University, or cause damage, in the College Residence building, the University will not be held liable for their actions.

**WITHDRAWAL FROM RESIDENCE**  
**ROOM FEES**

22. A Resident who elects to withdraw from residence must do so by cancelling their application on the Student Housing Portal in advance of the desired date of departure. The following refund schedule will apply:

- a) Students staying for the full term of this agreement and cancel or withdraw from residence:

<b>Date</b>	<b>Refund Offered</b>
After applying and prior to the contract signing date or August 16, 2024, whichever comes first.	A \$500 forfeiture fee applies making the \$500 deposit non-refundable. The student is not responsible for any room fees.
After contract signing date or August 16, 2024, but before the Monday of the Trent University reading week in the winter semester.	The Resident shall be liable for payment of Room fees on a pro-rated basis to the date the vacant contract is filled by a new Resident who was not previously in contract with the University. If the vacant contract cannot be filled, the student will be responsible for the full payment of the Room fees, including the \$500 forfeiture fee up until April 30, 2025.
After the Monday of the Trent University reading week in the winter semester and before May 1, 2025.	The Resident shall be liable for the payment of the full amount of Room fees for the remainder of the Winter semester (until April 30, 2025) and the \$500 forfeiture fee.
On or after May 1, 2025, and before the end of the term (August 2, 2025).	The Resident shall be liable for a 30-day penalty (equivalent of 1 month's rent). If the Resident vacates before August 2, 2025, but there are less than 30 days remaining in the term then they will be liable to pay until the end of the term (August 2, 2025).

- b) Students that apply and move-in outside the term dates outlined in section 7 who cancel or withdraw from residence:

<b>Date</b>	<b>Refund Offered</b>
After applying and signing the contract, but before a room assignment has been given to the student.	\$250 refund offered (\$250 forfeiture applies against \$500 residence deposit). The student is not responsible for any room fees.
After applying and signing the contract, but before the deadline to accept a room assignment.	A \$500 forfeiture fee applies making the \$500 deposit non-refundable. The student is not responsible for any room fees.
After accepting their room assignment, but before the Monday of the Trent University reading week in the winter semester.	The Resident shall be liable for payment of Room fees on a pro-rated basis to the date the vacant contract is filled by a new Resident who was not previously in contract with the University. If the vacant contract cannot be filled, the student will be responsible for the full payment of the Room fees, including the \$500 forfeiture fee up until April 30, 2025.
After the Monday of the Trent University reading week in the winter semester and before May 1, 2025.	The Resident shall be liable for the payment of the full amount of Room fees for the remainder of the

	Winter semester (until April 30, 2025) and the \$500 forfeiture fee.
After May 1, 2025, and before the end of the term (August 2, 2025).	The Resident shall be liable for a 30-day penalty (equivalent of 1 month's rent). If the Resident vacates before August 2, 2024, but there are less than 30 days remaining in the term then they will be liable to pay until the end of the term (August 2, 2025).

- c) If the Resident fails to cancel their application via the Student Housing Portal and follow the proper procedures including returning their keys to a Housing Service Centre, their check-out date could be influenced which may impact the schedule outlined above in points a), b), or c).
- d) If a Resident moves into Residence outside of the term dates outlined in section 7, they will be held responsible to the dates aligned in section 30 points a) and b) if they cancel and withdraw from residence.

23. A Resident who is unable to continue living in residence due to serious medical reasons that were not previously existing at the time of application to residence, emergencies, and/or extenuating personal circumstances beyond their control, may submit an appeal. The request must be submitted within three (3) months of the Resident's recorded departure. Appeals that are granted may receive a pro-rated refund of their residence Room fees and/or a refund of their remaining dining plan balance, less a 15% admin fee and less their dining plan overhead fee. Residents must have completed the cancellation process on the Student Housing Portal and have followed proper move-out procedures prior to an appeal being submitted. Appeals can be submitted by completing the Housing and Food Services Fee Appeal Request Form found on the myTrent portal by navigating to the Service Tab, then to the Housing heading. Appeals will be forwarded to the team in Student Housing who will grant the appeal based on the documentation provided, or who will forward it to the joint Housing and Food Services appeals committee for deliberation.

The Housing and Food Services Fee Appeals committee meets monthly except for August and September. Appeals must be submitted and completed no later than the 1<sup>st</sup> of the month in order to be reviewed by the committee. Decision letters from the appeal committee will be sent to before the last day of the month.

24. The University reserves the right to terminate this Agreement by giving the Resident seventy-two (72) hours' notice if the Resident:
- a) ceases to be a student at the University; or
  - b) fails to make any payment owing under this Agreement by the date on which it falls due.

25. Notwithstanding sections 22 & 24, the University may choose to, and reserves the right to, in its sole discretion, terminate the Agreement without notice when there has been a violation of this Agreement, and/or the Residence Standards.

26. If the Agreement is terminated for disciplinary reasons the Resident shall be liable for the payment of the full amount of residence and shall not be entitled to a refund of any part thereof, whether the Room is re-assigned, or the Residence vacancy is filled.

#### **REFUNDS TO STUDENT ACCOUNTS**

27. Any refunds which any student is entitled to hereunder shall be applied to the Resident's student account. The University may reduce the amount of any refund by any amounts owed to the University by the Resident for fees owing. Please be advised that processing times for refunds to student accounts vary and wait times may be up to two months. For information regarding processing times Residents are to contact Trent University Student Accounts Office.

## **PERMISSION TO SHARE INFORMATION**

28. The Resident grants permission to the University to share the Residents Room number and permanent contact information with student accounts, college office, food service, campus security, maintenance, internet service providers, its agents, and other necessary persons if needed for informational, facility maintenance, college affiliation, student support, billing, or refund purposes.

## **KEYS AND ACCESS**

29. The Resident shall be issued a key or set of keys for access to the assigned Room and mailbox, if applicable. Students will also receive a TrentU card which acts as an access card to the College Residence area.
30. The Resident is responsible for the safe keeping of the keys and TrentU card. The Resident must report all lost or stolen keys and TrentU cards to the Housing Service Centres during operating hours or Campus Security , within 24 hours of not having the keys/TrentU card in their possession. Immediate reporting is preferred. For any lost or stolen TrentU card, the Resident is also responsible for turning off the “cash” portion of their card, which can be done through the myTrent student portal.
31. The Resident shall pay a key replacement and lock change fee of \$450.00 for suite style rooms for any lost or stolen key set (Room and mailbox keys comprise a set). Requests to replace locks and keys on weekends, after hours and holidays will result in additional charges to the student's account.
32. The Resident shall pay a replacement fee of \$30.00 for any lost or stolen TrentU card. The Resident may pay the fee through the TrentU Card office located in Blackburn Hall, Monday through Friday between 9 a.m. (EST) and 4p.m. (EST) excluding holidays.
33. Keys and access/student cards may not be duplicated or transferred to other individuals.
34. A set of residence keys must be returned when the Resident vacates the Room. If the keys are not returned, the Room and mailbox will be re-keyed, and the Resident will be charged \$450.00 for a suite style room for the replacement of the locks and keys on the Resident's student account. Should the student move-out of residence, their keys must be returned to the Housing Service Centres during operating hours, or deposited in the Key Drop Box outside of the front entrance of each residence building or Blackburn Hall when the Housing Service Centres are closed. Failure to do so may result in a lost key charge or improper check out fee being applied.

## **EMERGENCIES AND OTHER UNAVOIDABLE EVENTS**

35. An Emergency means a health emergency or other unavoidable event which is beyond the reasonable control of the University, which results in a situation in which the University determines in its sole , based on advice from a medical professional, or a directive, bulletin, notice or other form of communication, order or legislation from a public health authority or other authority having jurisdiction, or other information or advice deemed relevant by the University (“Directives”), that Residents, employees of the University or other persons or invitees, are or may be exposed to imminent danger from a dangerous condition or situation, damage to the Residence, disease, virus or other biological or physical agents that may be detrimental to human health, while in College Annex.
36. If an Emergency exists, the University may amend, supplement, or otherwise enforce any rules or regulations in existence, may impose additional rules and regulations, and may impose restrictions to mitigate or minimize the effects of the Emergency. Without limiting the generality of the foregoing:
  - a) During an Emergency, the University shall be entitled to restrict or limit access to College Residences and/or Annexes to employees of the University only, and/or to prohibit entry by Residents, visitors, or invitees for a reasonable period during such event;

- b) Notwithstanding that the University may have entered into a Residence Agreement with a Resident, the University shall have the right during an Emergency, to terminate such agreements prior to the commencement of the Term, to comply with Directives or where the University determines that it will not be safe to operate a College Residence or Annex for a Fall and/or Winter Semester, and the University shall have no liability to a Resident because of such termination;
- c) The University shall be entitled during an Emergency to close all or any part of a College Residence or Annex if it determines that it is not safe to continue to operate the Residence or Annex or certain parts thereof, in which case Residents shall vacate the Room they occupy in accordance with the reasonable requirements of the University;
- d) The University shall be entitled, during such time as there is an Emergency to require all Residents to comply with reasonable measures imposed in respect thereof by the University, including health screening, the use of hand washing and other sanitation products directly related to the management of the health threat, attendance at mandatory training sessions, and the use of additional protective clothing by all Residents such as protective barriers, gloves and masks; and vaccine requirements.
- e) During an Emergency, the University shall also be entitled to specify specific modes of ingress and egress from and to the Residence or Annex for Residents generally or Residents who may have a heightened risk of either exposure to a health threat or a heightened risk of transfer of unhealthy condition to other Residents, invitees or visitors in the Residence or Annex.

37. Where an Emergency or any other restrictive governmental laws or regulations, fire, damage, or other unavoidable event which is beyond the control of the University, results in the closure of a Residence or Annex during the Term, the University, in its sole and absolute discretion shall determine what, if , any fees shall be refunded to the Resident , having regard to the length of the closure, the nature of the event causing the closure and such other factors as the University deems appropriate in the circumstances.

#### **CONTRACT AMENDMENT & NOTIFICATION**

38. The University may update the terms of the Resident Contract from time to time and the University will provide update by electronic communication related to any major changes at its sole discretion.

Rules and regulations pertaining to the usage of any University College Residence and the conduct of its occupants are formulated by the University. As the living accommodation is provided by Trent University to its Residents, all major questions relating to the living accommodations are decided after consultation with Housing Advisory Committee, College Cabinets, and other Residence Student Representatives. The living accommodations are not intended for year-round occupancy, the College Residences are exempt from the Ontario Residential Tenancies Act based on S. 5(g) of the Act.

**I acknowledge that this Residence Agreement forms an agreement between me and the University and I agree to be bound by its terms and conditions.**