



UNIVERSITY OF
ST. MICHAEL'S COLLEGE
IN THE UNIVERSITY OF TORONTO

University of St. Michael's College Summer Occupancy Agreement 2024

I, hereby accept the offer of a room (a "Room") in the University of St. Michael's College ("the College" or "USMC") Residence ("the Residence") and agree to all of the following terms and conditions:

1. **Academic Status:** I agree that to be eligible to live in summer residence at the College, residents must either be enrolled in a University of Toronto program, have been enrolled in the Winter 2024 academic term at a recognized post-secondary institution, or have proof of enrollment for the Fall 2024 academic term at a recognized post-secondary institution.
2. **Term:** I agree that my residence term ("Term") will vary depending on:
 - (a) the length of time I have contracted to live at the College as outlined below.
 - a. Full Term: May 5, 2024 to August 17, 2024
 - b. First Term: May 5, 2024 to June 24, 2024
 - c. Second Term: July 1, 2024 to August 17, 2024
 - (b) whether I was a resident at St. Michael's College residence or Loretto residence at the time this agreement was signed;
 - (c) whether I have contracted to live at the College or Loretto for the following academic year.

Note: If you are a resident in the semester *before* **or** *after* the summer term, you will not have to vacate your room between terms. Additional nights beyond the Term are subject to a nightly fee.
3. **Failure to Arrive:**
 - a. I acknowledge that if I fail to arrive to residence, or fail to communicate my arrival date via email within five (5) days from the start of the Term, my Occupancy Agreement will be terminated, and my room will be reassigned. I further acknowledge that I will be charged in accordance with the Withdrawal Schedule outlined in Section 5.
4. **Fees:** I agree that on accepting this offer of a space in the Residence, I shall pay all fees for room and board at the Residence, including incidental and council fees, and interest charges as outlined in Appendix 1. I further acknowledge that the Winter Break period is not included in the calculated fee schedule.
5. **Deposits:** I agree to provide to the College a deposit in the amount of \$1000 (the "**Deposit**") in respect of the reservation of my Room in Summer Residence when I accept my Residence offer, which shall be credited toward my total room fees for the Summer Residence.
6. **Withdrawal from Residence:** In the event that I cancel my reservation prior to moving into the Residence or in the event that I withdraw, or am required to withdraw, from the Residence after moving in but prior to the end of the Term, for any reason, I agree that I am responsible for fees as outlined in the Withdrawal Schedule. I further acknowledge that should I decide to cancel or withdraw from Residence, I must do so via email to smc.residence@utoronto.ca, and that any cancellations or withdrawals will not be accepted in-person.

Withdrawal Schedule

Withdrawal Schedule	
Cancellation and/or Departure	Penalty
After accepting offer and before the start of term	Forfeit 50% of Deposit
Failure to arrive within 7 days of selected Term start date, and without communicating a delayed arrival date to the Office of the Dean of Students via email to smc.residence@utoronto.ca	Forfeit 50% of Deposit, and cancellation of summer booking
Any time after the start of Term	Forfeit summer deposit of \$1000 plus a pro-rated nightly fee for room from start of term until date of departure

7. **Termination and Evictions:** I agree that if I am evicted from Residence, voluntarily terminate my occupancy agreement, am suspended and/or evicted from the University of Toronto, I agree to vacate the Residence within 72 hours of receiving notice of eviction, termination, suspension, or unenrollment. Failure to vacate within this timeframe may result in additional charges.
8. **Moving Out of the Residence:** I agree to remove my belongings and vacate the Residence no later than the day of expiry of the Term, and to return any keys to the Residence in my possession to the Porter’s Desk at the Residence. After the expiry of the Term, I acknowledge that the College shall have the right to enter my Room and change the locks, at its sole discretion, without notice or liability to me, and has no responsibility for any of my possessions left at the Residence or in my Room after the expiry of the Term. The College has the absolute right to dispose of such possessions after the expiry of the Term without any liability to me.
9. **Absence:** I agree that I am responsible for the safety and security of my Room on a daily basis, and will lock my door or take other measures to secure my Room when I leave for any period of time. I further agree that, should I leave my Room unattended for an extended period of time (i.e., due to travel during holidays, vacations, or Reading Week), I will ensure the safety and security of my Room including, but not limited to, locking my door and closing all windows. I agree that the College, the University of Toronto, and those for whom they are in law responsible, their successors and assigns, shall not be liable for any loss or damage to my personal property arising from, or any way resulting from, my failure to secure my Room during any such absence.
10. **Room:** I agree that my acceptance of this offer entitles me merely to the use of the Room which is allocated to me by the Dean of Students in his sole discretion, and that the College will retain possession and control of the Room during my occupancy. The College does not guarantee the suitability or desirability of a room, the roommates assigned, or the surroundings in or around residence buildings. The College does not provide compensation or refunds outside of the Withdrawal Schedule for any reason, including but not limited to, a student’s dissatisfaction with their room or meal plan, or the surrounding environment being too loud or disruptive. I acknowledge that I am responsible for my own satisfaction with my living arrangements, and the College will not be held liable for any dissatisfaction or inconvenience experienced by a student. I further agree that the College is entitled to establish restrictions on my use of the Room. The restrictions on my use of the Room shall include, but are not limited to:
 - a) Compliance with the regulations established by the Residence, entitled “USMC Rules of Residence,” (Appendix 2) “USMC Residence Code of Discipline,” (Appendix 3), “USMC Residence Alcohol Code,” (Appendix 4), “USMC Residence Network Use Agreement,” (Appendix 5) and with the “University of Toronto Code of Student Conduct,” as amended from time to time. These documents are available at the end of this document, and on the College’s website;

- b) Compliance with the orders, notices and directives of the Dean of Students, and the Dean's employees, including the Dons;
 - c) Compliance with the rules and regulations of the University of Toronto in force at any time and the directives of the University of Toronto and University of St. Michael's College security officers when issued in performance of their duties;
 - d) The right of the Dean of Students to re-allocate rooms for any reason including maintenance, disciplinary reasons, or to combine half-filled rooms to create new spaces;
 - e) The right of authorized College staff to enter my Room at any time for maintenance, cleaning, and the inspection of equipment;
 - f) The right of the Office of the Dean of Students, including the Dons, to enter my room at any time in order to ascertain compliance with residence regulations including smoking policies;
 - g) The right of the Dean of Students or the Dean's employees, to levy charges in the event of excessive cleaning is required or damage done to my Room or its contents, or other College property, by myself or my guests;
 - h) The right of the Office of the Dean of Students to levy charges or fines in the case of disciplinary action arising in relation to this agreement, including a \$250 fine for smoking indoors, or for other violations of the regulations established by the College;
 - i) The right of the Dean of Students and the Dean's employees, including the Dons, to confiscate or dispose of contraband materials that are found on College property.
- 11. Overnight Guests:** Students are permitted to have overnight guests of any gender at St. Michael's College. Guests may stay for a maximum of two (2) consecutive nights, and a total of 10 nights per academic semester. For students who are occupying a double or triple room with roommate(s), either student must obtain pre-approval from any roommate(s). Guests must be accompanied by their resident host at all times; key sharing is prohibited.
- 12. Service Interruptions:** It is agreed that there shall be no reduction of the room and board fees or any other compensation for, or on account of, any loss, damage, inconvenience, or discomfort arising from the interruption or curtailment, of any accommodation, facility or service agreed to be furnished by the College.
- 13. Emergency Cleaning:** If an emergency cleaning situation should arise, the College will arrange for an external company to perform necessary work, and the student will be charged a minimum cleaning fee of \$250. Should the College be invoice for charges beyond \$250, the student must pay the invoice, based on the work required and damages caused. If cleaning to a common area cannot be attributed to a specific resident, all residents from the affected community will be charged proportionally for the fine. Once such an issue arises, the College may perform weekly checks of the common spaces to ensure appropriate cleanliness standards are maintained. Continued failure to comply with common area standards will result in the closure of such common spaces.
- 14. Expectation of Cleanliness in Residence:** Students are required to maintain a clean and orderly living space throughout their stay at St. Michael's College. This includes but is not limited to keeping the room tidy, disposing of waste appropriately, and refraining from causing damage to any College-owned property. Failure to comply with these standards may result in fines. Upon vacating the room, the student must ensure that the living space is left in a clean and orderly condition, free of debris and garbage, and return all College-owned property to its original position. Failure to do so will result in the assessment of cleaning fines. The College reserves the right to inspect rooms and assess additional cleaning fees as necessary.

- 15. Community Meetings and Don Check-ins:** The Residence Life team will host a monthly meeting for students living on campus. All residents are expected to attend these meetings, or inform their don in advance if they will be absent. Additionally, dons host one-on-one meetings with students, and it is up to the resident to confirm a time with their don. These meetings occur at the beginning of each semester. During a pandemic or emergency situation, meetings will be hosted virtually, and attendance will be taken. One-on-one meetings will occur monthly during a pandemic or emergency.
- 16. Mailroom:** The on-campus mailroom will only accept mail and/or parcels for students actively residing at SMC Residence. The mailroom will not accept packages over the summer months after a student moves out, or prior to their arrival, to store until pickup. The mailroom is not responsible for any items returned to sender before or after the Term of this Agreement.
- 17. Bedbugs/Pests:** Residential buildings are occasionally subject to pest outbreaks, including but not limited to, bedbugs. I hereby acknowledge and agree that should I suspect a pest outbreak in my room, I shall contact the Residence Porter's Desk immediately so an inspection can be arranged which may include checking adjacent rooms as well. If the presence of pests is confirmed, I agree that I will be required to actively participate in the treatment by following the directives of the College and/or professional Pest Control workers. To reduce the likelihood of spreading pests to unaffected areas, I agree that I will not be relocated to a new room. No refund or reduction of fees will be issued to those who are inconvenienced by pest inspections or remediation processes.
- 18. Asbestos:** I hereby acknowledge that most buildings in Canada built prior to the mid-1980s, including certain of the College's facilities, contain asbestos in one form or another. Scientific knowledge to date indicates asbestos in its non-friable form (such as in floor tiles, ceiling tiles etc.) poses no danger unless it is being drilled, ground, broken or sanded. Friable asbestos (i.e., material that can be easily ground to dust between fingers), inhaled in large quantities over a long period of time, however, may be a health hazard. The College has an Asbestos Control Policy in place that fulfills the requirements of current applicable legislation. This program ensures that correct procedures are followed in the handling of asbestos and that every precaution is taken to reduce any potential exposure risk to the University community. Asbestos used in decorative ceiling stucco, vinyl floor tile, dry wall joint compound or transit board, as found in some residences, is non-friable. However, it can become friable if disturbed. I hereby agree that I will not damage these structures or make alterations or repairs to my Room without the explicit written approval of the Dean of Student's Office and/or the Conference Office.
- 19. Renter's Insurance:** I acknowledge that the College recommends that all residents obtain and maintain a comprehensive tenant insurance policy for the duration of the Term. The policy should provide coverage for personal liability, contents, and any other risks associated with the use and occupancy of the leased premises. The College shall not be liable for any loss, damage or injury to my person or property, and I waive any and all claims against the College arising out of such loss, damage or injury.
- 20. Athletic Participation:** I agree that should I use the College's weight room or any other athletic facility on campus, participate in athletics at the College, participate in intramural sports on College teams, or participate in athletics at College events on or off campus, there are certain risks of injury that are inherent to participation in sports and recreational activities. These types of injuries may be minor or serious and may result from my own actions or the actions or inactions of others or a combination of both. I hereby warrant that I am physically fit should I choose to participate in such activities and that I understand that the choice to participate brings with it the assumption of those risks that are a part of athletic or recreational activities. Accordingly, I agree that the College, the University of Toronto, and those for whom they are in law responsible, their successors and assigns, shall not be liable for any injury to my person or loss or damage to my personal property arising from, or any way resulting from, my participation in these activities.
- 21. Emergency Contact:** As a resident over 16 years of age, I consent to the College contacting my emergency contact and/or next of kin in case of a situation deemed by the Office of the Dean of Students to be a medical crisis or critical situation.

- 22. Harmful Behaviour:** Students who exhibit behaviours which are deemed potentially harmful to themselves, or others may be required to meet with support services and/or have their emergency contact notified as a condition of their continuing to live in residence. Alternative housing arrangements may be necessary in cases where a student is deemed to require more support than College staff can provide.
- 23. Force Majeure/Pandemic.** If either party is bona fide delayed, or hindered in or prevented from the performance of any term, covenant or act required by this Agreement by reason of any cause beyond the control of the party affected including, without limitation, strikes, lockouts or other labour disputes, the enactment, amendment or repeal of any applicable laws, restrictive governmental laws or regulations, the failure of any existing tenant or occupant to vacate the Residence, shortages or unavailability of labour or materials, riots, insurrection, sabotage, rebellion, war, acts of terrorism, act of God, pandemic, Health Emergency or any other similar reason ("Unavoidable Delay"), then performance of such term, covenant or act is excused for the period of the delay and the party so delayed, hindered or prevented shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay. However, the provisions of this Section do not operate to excuse me from the prompt payment of fees and any other payments required by this Agreement and Unavoidable Delay shall not include any delay caused by the parties' default or act or omission, any delay avoidable by the exercise of reasonable care by such party or any delay caused by lack of funds of such party. The College shall also be excused from the performance of any term, covenant or act required hereunder if the performance of such item would be in conflict with any directive or policy of any governmental or quasi-governmental authority having jurisdiction over the Residence in respect of any energy, conservation, health, safety or security matter. In the event that I am unable or I am prohibited from occupying the Room in the ordinary course due to a Health Emergency, and such closure continues for an extended period of time, then at the expiry of said extended period, all fees payable under this Agreement shall abate until such time as I am able to be permitted to occupy the Room.

"Health Emergency" means a situation in which the College determines, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication from a public health authority or any governmental or quasi-governmental authority, that occupants, tenants, customers, invitees or contractors working in the Residence are or may be exposed to imminent danger from a disease, virus or other biological or physical agents that may be detrimental to human health including, by way of example, SARS, COVID-19 and Avian Flu (H5N1).

Disclaimer: I hereby disclaim and renounce any and all rights, claims, demands and causes of action of any kind or nature whatsoever that I may have against the College and the Collegium of The University of St. Michael's College ("the Collegium") and those for whom they are in law responsible, their successors and assigns, arising out of or connected with any enforcement or non-enforcement by the College or the Collegium of any of the rules, regulations and rights, and any amendments made thereto, listed in sections (1) through (19) above.

I agree that I shall not hold the College nor the Collegium and those for whom they are in law responsible, their successors and assigns, liable for any losses, causes of action, demands or other incidental, indirect, consequential, special or contingent damages, that I may incur or sustain arising out of, or in any way connected with, my residency at the College; I agree to these terms regardless of the form that such losses or damages may take, whether or not the possibility of any such losses or damages reasonably could have been foreseen by the College or the Collegium, and whether or not any such losses or damages were the result of my failure to abide by the rules and regulations and any amendments made thereto, referred to in paragraphs (1) through (20) above, including, without limitation, theft, fire, howsoever caused, injuries, illness, or accidents to myself or my invitees, natural disasters, vandalism, or the failure of the College or the Collegium to enforce the aforementioned rules and regulations.

Indemnification: In consideration of the College accepting me as a resident, I hereby agree to indemnify and save harmless the College, the Collegium, and those for whom they are in law responsible, their successors and assigns, from and against all damages, losses, liabilities, costs and expenses they may incur or sustain in respect of any demand, claim, action, suit or proceeding that is proposed or commenced against them, relating to or arising out of my failure to

abide by the rules and regulations, and any amendments made thereto, referred to in paragraphs (1) through (19) above, this Agreement, and the rules and regulations that are designed for the safety and protection of participants in athletics and intra-mural sports howsoever caused. This indemnity shall be binding upon my heirs, executors, administrators and legal personal representatives.

I understand and agree that the failure to abide by any of the above terms and conditions is a breach of this Agreement and that in such an event, the College may, at its option and with notice, terminate my residency at the College and I agree to vacate the Residence with all of my belongings at the time specified by the College. I understand and agree that the College may notify other University of Toronto residences about the termination of my residency and provide information concerning such circumstances. I understand that a termination from USMC Residence may affect my eligibility for admission to the other UofT Residences.

By accepting my Offer of Residence at St. Michael's College, I acknowledge that I have read the terms and conditions contained in this Agreement and agree to each and all of them.

Important Note to Parents/Legal Guardians: University of St. Michael's College regards its residents as adults and respects their right to privacy. For this reason, the College will only contact parents in cases of medical crisis or emergency situations. Disciplinary issues, academic standing, withdrawal from courses or from the university, withdrawal or eviction from residence, and all other non-emergency situations cannot be discussed with parents or guardians without their son or daughter's prior written consent.

Appendix 1: Residence Fee Schedule

Summer Fee Residence Schedule				
Standard Single				
Term	Deposit	April 25 Payment	June 30 Payment	Total
First	1000	865	N/A	1865
Second	1000	N/A	865	1865
Full	1000	1337.50	1337.50	3675
Deluxe Single				
Term	Deposit	April 25 Payment	June 30 Payment	Total
First	1000	1065	N/A	2065
Second	1000	N/A	1065	2065
Full	1000	1562.50	1562.50	4125
Standard Double				
Term	Deposit	April 25 Payment	June 30 Payment	Total
First	1000	700	N/A	1700
Second	1000	N/A	700	1700
Full	1000	1200	1200	3400

Appendix 2: USMC Rules of Residence

Living in residence is a unique experience that can enrich one's university career; however, residence life is not for everyone. Unlike living alone, residents must be sensitive and responsive to the needs of their fellow housemates. Residents must also be willing to abide by certain standards of behaviour and respect the staff and community members responsible for enforcing them. The following rules have been developed to help students achieve their academic and personal goals in a safe, respectful, and inclusive environment:

Eligibility: To be eligible to live in summer residence, residents must either be enrolled in a University of Toronto program, have been enrolled in the Winter 2024 academic term at a recognized post-secondary institution, or have proof of enrollment for the Fall 2024 academic term at a recognized post-secondary institution.

Noise: Creating a level of noise that prevents others from being able to regularly sleep or study in their rooms is not permitted. Residents are expected to respect any quiet hours that have been established in their houses and to moderate their voices in public areas late at night (e.g., hallway, the quad, etc.). TV's and stereos are permitted so long as they do not disturb the peace of others; subwoofers are prohibited.

Visitors in Residence: Residents are responsible for the conduct of their guests at all times, and for any damage they may cause. Visitors are not permitted in residence without their host present, nor may they share keys.

Loretto Residence Only: Male-identifying visitors are welcome in residence from 10:00 a.m. to 12:00 a.m. daily.

Overnight Guests in Residence: Students are permitted to have overnight guests of any gender at St. Michael's College. Guests may stay for a maximum of two (2) consecutive nights and 10 nights per academic semester. For students occupying a double or triple room with roommate(s), permission must be obtained in advance to host an overnight guest. Guests must always be accompanied by the resident who is hosting them. Key sharing is not permitted. Guests are not permitted to sleep in the common rooms. As a courtesy and for safety measures, the Don of the community should be made aware of the presence of overnight guests, whenever possible.

Loretto Residence Only: Male-identifying overnight guests are not permitted at Loretto.

Parties: Students are not permitted to host parties in their rooms. A party is defined as any combination of two (2) of the following three (3) criteria:

1. Five or more people in one room;
2. The presence of alcohol;
3. Significant noise.

Residence Property: Residence rooms come equipped with furniture that must remain in the room and be accounted for at year's end (including window screens and bed frames). Missing items, damage to the room or its contents, or to any other College property, will be charged to the party responsible. Damage in double rooms will be charged to both occupants unless one party takes responsibility; in like manner, damage to shared areas may be divided amongst all house members. Residents are not permitted to display or affix anything on the exterior of the residence buildings, or to suspend, throw or let fall any object or substance from a residence window or rooftop.

Proscribed Materials: Weapons, firearms, air powered guns, replica guns, fireworks, explosives of any kind, chemical oils, flammable or dangerous materials, illegal drugs, accelerated drinking paraphernalia, candles, incense, or any offensive, hazardous, or illegal substances are not permitted in residence and are subject to confiscation.

Theft & Vandalism: The theft or willful defacement or destruction of college, university, public or an individual's property will not be tolerated and may result in criminal prosecution.

Respect for College: Residents must respect the Office of the Dean of Students, including the Dons and all other residence life staff, and comply with their instructions and directives including providing identification upon request.

Good Conduct: Residents are expected to always conduct themselves in a mature fashion. Inconsiderate behaviour, abusive, intimidating, or disorderly conduct, lewd or unlawful acts, the encouraging of unlawful acts, threats of any kind, verbal abuse, physical violence, sexual harassment, or sexual assault will not be tolerated. Sexual harassment is defined as any unwanted emphasis on the sex or sexual orientation of another person, or any unwelcome pressure for sex or sexual activity. Sexual assault is any form of unwanted sexual activity that is forced upon another person without their consent.

Harassment: St. Michael's believes strongly in the dignity of all people regardless of race, ancestry, place of origin, citizenship, religion, creed, ethnic origin, age, politics, gender, or gender expression, physical or mental disability, or sexual orientation. Any harassment stemming from prejudice against the above-mentioned groups, or against any individual who is part of such a group, will not be tolerated. 'Harassment' is defined as engaging in a course of vexatious comments or conduct that is known, or ought to be known, to be unwelcome. This may include vexatious conduct that occurs on-line.

Drugs: The use, possession, or sale of illegal drugs by residents or their guests is prohibited. Any evidence of distributing or dealing illegal substances will result in immediate expulsion and potential criminal prosecution.

Alcohol and Cannabis: Residents under 19 years of age may not consume or be in possession of alcohol or cannabis on USMC property. Residents who may legally consume alcohol or cannabis are expected to do so in a safe and responsible manner. The consumption of alcohol and cannabis in residence is governed by the USMC Residence Alcohol and Cannabis Code, which is available on our website. Note: Kegs of beer (including mini kegs) are prohibited in the dorms. Students who may legally possess marijuana must store it in a sealed airtight container (e.g., Tupperware) along with any associated paraphernalia to prevent the smell from travelling into the hallways.

Harmful Behaviour: Students who exhibit behaviours that are deemed potentially harmful to themselves, or others may be required to meet with support services and/or have their emergency contact notified. Alternative housing arrangements may be necessary in cases where a student is deemed to require more support than our staff can provide.

Pets: The only animals permitted in residence are service animals prescribed as necessary for support by a medical professional. The intention to bring a service animal to residence must be communicated to the Dean's Office and requires an additional agreement for animal care.

Cleanliness: Residents are expected to keep their rooms in a sanitary state and to remove all personal items at the end of the Term. Residents, not janitorial staff, are responsible for cleaning up after house functions in the common rooms. Any room or space that requires excessive cleaning will be billed to the party responsible, with a minimum charge of \$250. If the party is unknown, all students on the floor will be billed their share of the cleaning cost.

Cooking & Appliances: In the interests of fire safety, cleanliness and the containment of unwanted odors, cooking is not permitted in any of the residence buildings. Electric stoves are prohibited as are exposed element heaters including grills. Acceptable appliances include microwaves, kettles, coffee makers, and rice cookers. Due to the excessive power they draw, fridges may be no larger than 3.3 cubic feet. Students are required to be present while using cooking appliances. Any fire-related damage or fees incurred for calling emergency services will be the responsibility of those cooking.

Musical Instruments: Residents may bring musical instruments (except drums) but are strongly encouraged to use the music practice room in Sorbara Hall. Residents may play acoustic instruments quietly in their rooms but must adhere to their housemates' requests for moderate volume. Lowering the volume may also be necessary in the music room. Music amplifiers are not permitted in residence.

Residence Network: The use of the Residence Network (ResNet) is governed by the USMC Residence Network Use Agreement and all residents are expected to abide by its terms. Unauthorized access points (e.g., routers) are not permitted as they interfere with Wi-Fi access for other students and staff. The University of Toronto's IT team regularly monitors the networks and will notify the Dean's Office of unauthorized routers.

Unauthorized Entry/Access: Entering other students' rooms or disturbing their property without permission is prohibited; as is accessing areas of the College that are known, or ought to be known, to be off limits.

Building Security: Residents are not permitted to prop open entrance doors and are responsible for ensuring that non-residents do not gain access to buildings by following behind them. Residents who lose their keys are required to notify staff at the Porter's Desk. Replacement keys are available at \$20 each for key cards, and \$50 each for a metal key. Residents who consistently damage their keys may also be charged a replacement fee. Lending a keycard/metal key to fellow residents, friends, family members and/or non-residents is prohibited.

Smoking: The University of Toronto is a smoke-free campus. Smoking of any kind including tobacco, marijuana, vaping, or E-cigarettes is prohibited inside all residence buildings and subject to a \$250 fine. Students whose rooms contain evidence of smoking, including smoke, cigarette butts or ashtrays, will be treated as violators. All smoking must take place off College property.

Fire Safety: Fire safety equipment exists for the protection of all residents and student safety is jeopardized when it is misused. Tampering with or neutralizing smoke/heat detectors, fire extinguishers, alarm bells, pull stations, automatic door closers, and all other fire safety equipment are criminal offences. Residents who cause false alarms that result in the fire department's arrival may be held responsible for any associated charges. To reduce the risk of accidental fires, the burning of candles and incense is not permitted in residence rooms, and a strict \$250 fine will be enforced for their use. All residents are expected to be familiar with basic fire safety procedures.

Penalties: Residents who breach the rules of residence will be subject to disciplinary action as outlined in the 'USMC Code of Discipline' in Appendix 3 and available on the College's website.

Pandemic Considerations: During a pandemic or emergency, residence policies may be adjusted. This will apply specifically to guest policies and common area capacities.

The Office of the Dean of Students reserves the right to amend this document when required.

Appendix 3: USMC Residence Code of Discipline

This document clarifies the severity of Residence Rule violations by dividing them into Level 1 and Level 2 categories and explains the possible sanctions that may be issued for breaking certain rules.

Factors affecting the degree to which a sanction is administered include but are not limited to:

- i. the severity of the offence,
- ii. the history of the resident(s) involved, and
- iii. intentionality

Disciplinary sanctions may be mitigated for students who are willing to admit wrongdoing and accept responsibility for their actions. Conversely, students who are untruthful, uncooperative or who attempt to obstruct a disciplinary investigation risk receiving harsher sanctions than they might have otherwise.

TYPES OF OFFENCES

Level 1: Possible sanctions for Level 1 offences include but are not limited to, any one or a combination of the following: verbal warnings, written warnings, restitution, behaviour contracts, guest bans, behaviour bonds, community service, and/or monetary fines. Level 1 offences include but are not limited to, the rules regarding:

- Excessive noise
- Visiting hours and/or overnight guests
- Possession of proscribed but legal items
- Removing items from the dining hall
- Sneaking or attempting to sneak non-residents into the dining hall
- Temporarily removing furniture from your dorm room or common room
- Low level pranks with minimal consequences
- Possession of proscribed cooking materials
- Cleanliness of dorm or common room
- Smoking outdoors on College property
- Pet violations
- Accidental damage to USMC property
- Accidental triggering of fire alarm
- Low level violations of the Network Use Agreement

Level 2: Possible sanctions for Level 2 offences include those mentioned for Level 1, probation, denial of readmission, eviction, fines, and residence bans. Serious violations may also result in charges under the UofT Code of Student Conduct and/or the Criminal Code of Canada. Level 2 offences include but are not limited to, the rules regarding:

- Smoking cigarettes / burning incense inside
- Unauthorized entry into residence rooms or prohibited areas of the College
- Inappropriate, insubordinate, or offensive treatment of USMC staff members
- Not abiding by the directives of Dons or those who identify themselves as Residence Life Staff
- Intentionally triggering a false fire alarm
- Drug and alcohol violations
- Theft or vandalism
- Threats, intimidation, or harassment
- Assaults of any kind including sexual assault
- Lewd or indecent acts
- Compromising fire safety or building security
- Possession of dangerous or illegal proscribed items or materials
- Repeated violations of Level 1 offences
- Aiding, abetting conspiring or inciting others to commit Level 2 offences

DISCIPLINARY SANCTIONS

Verbal Warnings: Oral statements identifying the offending behaviour and requesting its cessation. A record of verbal warnings may be kept to track repeat offenders.

Written Warnings: Official correspondence issued by a member of the Residence Life Staff outlining the offending behaviour and requesting its cessation.

Fines: A monetary penalty for violations of the Rules of Residence that is added to a student's ACORN financial account. For violations related to smoking in residence and the use of candles or increase, a \$250 fine will automatically be applied to a student's ACORN financial account.

Community Service: Contributing a set number of hours of work within the residence or larger College community to compensate for an offence.

Restitution: An order to pay monetary compensation for damages to College property or someone's personal property. If restitution is not received within 14 days the charges will be added to the resident's ACORN financial account.

Behaviour Contract: A written contract that places restrictions and/or expectations on the future conduct of a resident.

Behaviour Bond: A written contract that places restrictions and/or expectations on the future conduct of a resident which also includes a monetary deposit. The deposit is returned to the student at the end of the year if the contract terms are met but forfeited if the terms are breached.

Probation: A status applied to a resident who has committed a serious offence(s) but is being given another chance to change their behaviour. Students on probation risk eviction if they are involved in subsequent violations or demonstrate a noncompliant attitude toward their probationary status.

Denial of Readmission: Not being invited to return to residence in subsequent years due to behavioural reasons. Students who have been evicted from St Michael's College may face denial of admission at other UofT residences.

Eviction: Having one's residence contract terminated and being required to move out of residence within a set period. Eviction includes a loss of all related residence fees.

Residence Ban: Being prohibited from accessing residence buildings and all other rooms that fall under residential authority (e.g., Canada Room, Weight Room, Music Room, etc.) UofT Campus Police and USMC Security will be notified of all residence bans and ban violations will be reported to Toronto Police Services. Students may request their ban status lifted after one year. This request must be made in writing and will be evaluated by the Dean of Students.

Appeals: Sanctions issued by a Don may be appealed to the Assistant Dean, Residence Life for reconsideration. Decisions or sanctions issued by the Assistant Dean, Residence Life may be appealed to the Dean of Students for reconsideration. Decisions or sanctions issued by the Dean of Students are considered final and binding.

Appendix 4:
USMC Residence Alcohol and Cannabis Code

The USMC Residence Alcohol and Cannabis code was enacted to ensure that USMC residents who choose to consume alcohol and use cannabis products while on USMC property, do so safely, legally, and in a manner that respects the well-being and legal obligations of the College and its members. The following policies apply to all students living in residence at USMC as well as their guests:

1. No person under the age of 19 years may possess or consume alcohol or cannabis anywhere on College property.
2. No person who is 19 years or older may provide alcohol or cannabis, either directly or indirectly, to persons who are under 19, or allow underage residents to consume alcohol/cannabis in their room. This includes the use of vapes.
3. The consumption of alcohol by persons of legal age in residence is only permitted in individual residence rooms. Consumption in all other places including common rooms, corridors, foyers, bathrooms, fire escapes, patios, or outside on the College grounds, is prohibited.
4. No alcohol or cannabis may be sold either directly or indirectly (tickets, memberships, clubs, etc.) on College property.
5. No person may be intoxicated in any public area of the residence or College including common rooms.
6. Drinking games that promote the rapid consumption of alcohol are prohibited, as are the use of instruments (e.g. funnels) to maximize or accelerate consumption. All activities that have excessive consumption or intoxication as their focus are prohibited.
7. Coercing others to consume alcohol or cannabis is prohibited as is the use of alcohol and cannabis in any type of initiation ritual.
8. Alcohol and cannabis may not be given to students as prizes by members of the St. Michael's Residence Council, the individual House Councils, or the Dons.
9. Kegs of beer (including mini kegs) are prohibited on campus and not allowed in the residence dorms.
10. Smoking/vaping cannabis is prohibited everywhere on the SMC campus. Students caught smoking cannabis inside will be subject to a \$250 fine.
11. Any event sponsored by a student or student group that intends to take place in a venue where alcohol or cannabis is served, must be preapproved by the Office of the Dean of Students before the event may be advertised.
12. All advertising for events in which alcohol or cannabis is available, whether on-campus or off, that has been designed, printed, or commissioned by a student group, may only make reference to alcohol/cannabis in general terms (i.e. wine & cheese, licensed event, etc.) and may not mention specific alcohol products, providers, or pricing.
13. Residents are responsible for the consequences of their own actions as well as the actions of their guests, whether they are under the influence of alcohol or cannabis. Intoxication is not an excuse for inappropriate or delinquent behavior.
14. Residents may possess up to 30 grams (i.e., the legal limit) of dried cannabis in their rooms, but it must be stored in an air-tight container along with all cannabis paraphernalia.
15. College mail desk(s) will not accept any deliveries of alcohol or cannabis for students.

Appendix 5:

USMC Residence Network Use Agreement

1. The University of St Michael's College (the 'College') provides limited network services, including access to the Internet through the University of Toronto network, to authorized users, in support of its academic mission. All persons using this service are bound by the "University of Toronto Policy on the Appropriate Use of Information Technology", which is available online at <https://www.provost.utoronto.ca/planning-policy/information-communication-technology-appropriate-use/>.

2. In addition to those activities listed in the "University of Toronto Policy on the Appropriate use of Information Technology", the inappropriate use of the College's computing and network resources shall also include, but is not limited to:

- i. the illegal distribution of copyrighted materials;
- ii. the distribution or publication of offensive or objectionable materials;
- iii. unauthorized access, or attempted unauthorized access to other systems, computers, networks, communications, data or resources whether within the College, or outside it;
- iv. excessive use of network resources or providing access to network resources to unauthorized users;
- v. promoting, conducting, or maintaining commercial activities;
- vi. the transmission of unsolicited email;
- vii. harassing, intimidating, threatening or otherwise disrupting individuals or groups;
- viii. impersonation, criminal, or other illegal activity.

3. Fair Allocation of Resources: The University of Toronto has many facilities and services that provide ICT to users. Since the capacity of the resources is finite, there are limitations that may be imposed upon the use of specific services. Those responsible for each facility or service may establish rules governing their users; such rules can address issues peculiar to the technology involved, and may constrain the use of any resource by any user, should such constraint be deemed necessary to provide equitable sharing of the resource among all eligible users. When a facility or service establishes rules for its users, the following principles shall be observed:

- i. The use of institutionally provided ICT resources must be consistent with the academic mission of the University.
- ii. The facility or service has a responsibility to make users aware of all such rules, preferably at the time that access to the facility or service is granted. Where feasible, users should be required to acknowledge their agreement to abide by these rules when using the facility or service.
- iii. All such rules must be applied fairly and consistently to all the users governed by them.

The providers of services have the authority to implement, monitor, and apply the rules and guidelines.

4. The College reserves the right to limit the way students may access the College network, as well as the kinds of resources or services which they may access or provide to others through the network. In particular:

- i. you may not manually assign an IP address to your computer without consent from the College's Administrators;
- ii. you may not run cables of any kind beyond your room;
- iii. you may not use or share a network access point, port or jack not located in your assigned room;
- iv. you may not run a server, including, but not limited to, a DNS/BOOTP server, SMTP server, or Remote Access Server, without prior consent from the College's Administrators;
- v. you may not tamper, modify or otherwise alter the network hardware, including the data jack, wiring, conduits, fasteners, network switches etc.

5. The resident agrees that they are responsible for all use of the network made through their assigned connection.

6. The resident acknowledge that there are certain risks associated with connecting a computer to the St Michael's College network, which may include loss of data, loss of service, damage to hardware or software, violation of privacy, or other personal loss or injury. The resident acknowledges that they are responsible for protecting their equipment and data, and that the College is not responsible if the resident suffer any damages or losses, howsoever caused.

7. The resident acknowledges that the College or the University, in their sole discretion, may limit usage of and or access to the network. While the University does not censor information on its networks and servers, it will act on allegations about the distribution of unlawful material, about the use of its information technology to direct abusive, threatening, or harassing communication at any individual or about any other inappropriate use. When exercising free speech using the University's ICT resources, such as when posting information to a publicly accessible file or web page, personal opinions must be identified as such, so that the reader understands the author is not speaking for the University. However, simply identifying an opinion as personal does not exempt it from the constraints of the law or the University's policies and codes. The resident further acknowledges that the College or the University has the right to monitor their communications through the network services, to best manage its resources, and to establish compliance with this agreement.

8. The resident acknowledges that breach of clause 2, or any other inappropriate use of the College's computing or network resources may result in the suspension of their access to the network, suspension from the Residence, and disciplinary action under the College's Code of Conduct, and they will be liable for any damages that the College may suffer as a result thereof.

9. The resident acknowledges that the College cannot guarantee that their specific system will be able to access the network. Acquiring the hardware and software necessary to access the network, and configuring it to work with the network, is the resident's responsibility.