



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

**University of St. Michael's College
Occupancy Agreement:
2026-2027 Fall-Winter Academic Period**

NOTE: This Occupancy Agreement contains provisions which create obligations for you and impose financial and other responsibilities should you fail to meet your commitment. Please read this Agreement carefully before signing.

Contents

PERIOD AND TERMS OF OCCUPANCY

1. PERIOD AND TERMS OF OCCUPANCY
2. WINTER BREAK CLOSURE
3. POST-FINAL EXAM OCCUPANCY
4. BINDING COMMITMENT

RESIDENCE APPLICATION AND ELIGIBILITY

5. ELIGIBILITY
 - a. FIRST-YEAR GUARANTEE APPLICANTS
 - b. FIRST-YEAR NON-GUARANTEE APPLICANTS
 - c. RETURNING UPPER-YEAR APPLICANTS
 - d. NEW UPPER-YEAR APPLICANTS

RESIDENCE FEES AND MEAL PLANS

6. RESIDENCE FEES
7. MEAL PLANS
8. PAYMENTS
9. SERVICE CHARGES
10. NON-REDUCTION OF FEES

CANCELLATION, WITHDRAWAL, AND TERMINATION OF RESIDENCE

11. CANCELLATION PRIOR TO OCCUPANCY
12. FAILURE TO ARRIVE
13. WITHDRAWAL FROM RESIDENCE
14. TERMINATION OF OCCUPANCY AND AGREEMENT
15. ABANDONMENT OF UNIT

16. ITEMS LEFT BEHIND

ROOM ASSIGNMENT, CONDITION, AND ACCESS

17. ROOM ASSIGNMENT
18. ROOM RE-ASSIGNMENT
19. ROOM CHANGE
20. ROOM CONDITION AND SIZE
21. ROOM INSPECTION FORM
22. PASS ALONG FACILITIES CONCERNS PROMPTLY
23. ENTRY
24. MAINTENANCE, RENOVATION, AND CONSTRUCTION
25. MOVE OUT
26. SUB-LICENSING NOT PERMITTED

GENERAL

27. OTHER FACTORS & POTENTIAL SERVICE INTERRUPTIONS
28. ELECTION INFORMATION
29. EMERGENCY CIRCUMSTANCES AND EMERGENCY CONTACT
30. MANDATORY ONLINE SEXUAL VIOLENCE EDUCATION
31. LIMITATION OF LIABILITY AND INDEMNITY
32. FORCE MAJEURE
33. EMERGENCIES AND OTHER UNAVOIDABLE EVENTS
34. ONLINE ACCEPTANCE OF AGREEMENT

Appendix 1: Residence Fee Schedule

In consideration of the mutual covenants contained herein, and of the following rules and policies, each of which forms part of this Agreement and is available below and on the SMC website:

- [SMC Residence Handbook/SMC Rules of Residence](#)
- [SMC Residence Code of Discipline](#)
- [SMC Residence Alcohol and Cannabis Code](#)
- [SMC Residence Network Use Agreement](#)
- [SMC Residence Meal Plan Terms and Conditions](#)
- [University of Toronto Code of Student Conduct](#)
- [University of Toronto Code of Behaviour on Academic Matters](#)
- [University of Toronto Policy on Sexual Violence and Sexual Harassment](#)

(collectively, the “Policies”), the University of St. Michael’s College (the “College” or “SMC”), federated with the University of Toronto (the “University”), with respect to occupancy in the SMC residences (the “Residence” or the “residences”), and (the “Resident”) agree as follows:

The submission of a residence application and acceptance of a residence offer indicates that the student has read and understood the conditions of the Occupancy Agreement and its related documents as a condition of applying to and, if accepted, living in the residences at St. Michael’s College.

PERIOD AND TERMS OF OCCUPANCY

1. PERIOD AND TERMS OF OCCUPANCY

The College grants to the Resident a license to occupy a room (the “Room”) assigned by the Director of Residences and Student Operations (the “Director”), or the Director’s designate. The College reserves the right, to be exercised by the Director or their designate acting reasonably, to substitute another room in the Residence for the Room at any time during the Occupancy Period, and the substitute room shall be deemed to be the Room for all purposes hereunder.

The Occupancy Period (referred to as the “Term”) begins on August 30, 2026 (for all first-year students) and September 6, 2026 (for all upper-year students). The Occupancy Period ends 48 hours after the Resident’s last final exam of the winter session or 11:30 a.m. on May 1, 2027, whichever occurs first, unless extended later or terminated earlier pursuant to the provisions of the Occupancy Agreement (“the Agreement”). The Term of this Agreement excludes the Winter Break Closure (as outlined in Section 2). The Resident must vacate their room no later than 48 hours after their final exam in the fall term or by December 23, 2026, at 11:30 a.m., whichever date is earlier. Residents may not re-enter the Residence prior to January 6, 2027, at 10:00 a.m.

2. WINTER BREAK CLOSURE

The Residences are closed from Wednesday, December 23, 2026, at 11:30 a.m., to Wednesday, January 6, 2027, at 10:00 a.m. The Resident is required to vacate the Room during the closure but may leave their belongings behind at their own risk. The Resident is responsible for securing alternate accommodation during this period.

3. POST-FINAL EXAM OCCUPANCY

Any student wishing to remain in residence beyond 48 hours after their final examination in the Fall or Winter term must submit an application to the Residence Office.

Applications for Fall term extensions will be available by mid-November, with a submission deadline of December 1, 2026. Applications for Winter term extensions will be available by mid-March, with a submission deadline of April 1,

2027. Applications received after the applicable deadline may be subject to a late submission fee. The aforementioned dates are subject to change.

Permission to remain in residence beyond the standard vacating period is subject to availability and the approval of the Director and shall not be considered automatic. Approved extensions for the Fall term shall not extend beyond December 23, 2026. Approved extensions for the Winter term shall not extend beyond May 1, 2027. No extension shall be granted beyond these dates.

Notwithstanding such approval, the Residence reserves the right to require the Resident to vacate earlier where the resident's conduct is disruptive to the residence community or otherwise contrary to Residence policies.

4. BINDING COMMITMENT

Acceptance of the Terms and Conditions of this Agreement constitutes a binding commitment by the Resident for the full term as outlined in Section 1 of this Agreement.

RESIDENCE APPLICATION AND ELIGIBILITY

5. ELIGIBILITY

To occupy a space in the Residence, the Resident must be registered as a full-time student at the University of Toronto, unless alternate arrangements have been approved in writing by the Director or their designate. Undergraduate students must be enrolled in a minimum of 3 courses in each of the Fall and Winter semesters or comparable course load as per the Faculty in which the student is enrolled. Residents who withdraw from the University or drop below full-time status in either the Fall or Winter semesters are required to immediately inform the Residence Office in writing. SMC reserves the right to verify the academic status of students to confirm their eligibility for residence as required. Preference is given to St. Michael's College students. Should they not meet the above eligibility criteria, the Resident may be asked to vacate the Residence at short notice, within a period specified in writing by the Residence Office.

a. FIRST-YEAR GUARANTEE APPLICANTS

First-Year Guarantee applicants refer to new full-time students entering their first year of university in an undergraduate program for the first time who qualify for the University of Toronto Residence Guarantee. To maintain eligibility under the Residence Guarantee, applicants must indicate their interest in residence by completing the Residence Guarantee application on the University's common residence application (StarRez) no later than March 31, 2026, and receive and accept an offer of admission to the University no later than June 2, 2026.

b. FIRST-YEAR NON-GUARANTEE APPLICANTS

First-Year Non-Guarantee applicants refer to new full-time students entering their first year of university in an undergraduate program for the first time who do not qualify for the University of Toronto Residence Guarantee as outlined above.

c. RETURNING UPPER-YEAR APPLICANTS

Returning Upper-Year Applicants refer to students who have lived in Residence previously. Returning applicants must have a minimum CGPA of 2.0. Returning Upper-Year Applicants are expected to be positive role models in the residence community, and all eligibility criteria in Section 5 must be met. Returning applicants who have an outstanding balance owing or a history of significant and/or repeated violations of the Residence Handbook/SMC Rules of Residence will not be eligible for residency.

d. NEW UPPER-YEAR APPLICANTS

New Upper-Year Applicants refer to students not in their first year, who did not live in Residence in the previous academic year; this includes graduate students, transfer students, and students on exchange. To be considered eligible under these terms, students must have a minimum CGPA of 2.0 and have a \$0 balance owing by May 15, 2026. New Upper-Year Applicants are expected to be positive role models in the residence community, and all eligibility criteria in Section 5 must be met.

RESIDENCE FEES AND MEAL PLANS

6. RESIDENCE FEES

The Resident will pay the Occupancy Fees as specified in Appendix 1 and any additional fees prescribed herein, including any incidental and Residence Council membership fees. The Winter Break period is not included in the calculated fee schedule. The Resident agrees to pay to the University any charges and/or fees that they incur as a result of the provisions contained within this Agreement, including but not limited to service charges on any overdue payments at the rate published in the “Fees Schedule” of the University.

Residents will have their Occupancy Fees and any additional charges and/or fees incurred as a result of the provisions contained within this Agreement posted on their ACORN account. Residents are expected to pay the Occupancy Fee according to the deadlines prescribed in Appendix 1 of this Agreement.

Failure to pay the Deposit(s) by the specified dates in Appendix 1 will result in the forfeiture of Residence accommodation. Any deposits paid will be applied as a credit towards the Occupancy Fee. The Resident acknowledges that deposits are non-transferable and shall not be applied to any future academic terms or outstanding balances or be transferred to another individual or residence.

7. MEAL PLANS

The Resident agrees that a meal plan provided by the College is mandatory and that no refunds will be issued for missed meals.

- The Resident acknowledges and agrees that no meals will be served during the Winter Break. The Resident acknowledges that the dining halls may operate on reduced hours during the University's Reading Weeks and exam periods.
- The contracted food service provider will make every effort to accommodate any allergies or dietary restrictions the Resident may have; however, the Resident acknowledges that this may not always be possible. The Resident agrees that it is the Resident's responsibility to discuss any allergies or dietary restrictions with the Residence Office or the contracted food service provider prior to finalizing their acceptance of residence.
- The Resident agrees that the dining hall will be determined by the Resident's building assignment. Residents assigned to Loretto Residence will be assigned to the dining hall located on the main floor of Loretto Residence and may also dine in the Canada Room. Residents assigned to live at St. Michael's College will be assigned to the Canada Room only. Meal plans are not transferable from the Canada Room to the Loretto Residence dining hall for Residents assigned to St. Michael's College.
- The Resident agrees that they may upgrade or downgrade their meal plan up to September 30, 2026. After September 30, the Resident agrees that they will only be permitted to upgrade their meal plan, and their meal plan fees will not be pro-rated.

8. PAYMENTS

The Deposit is paid through the department's online payment system (StarRez). The remaining Residence Fees are posted to the Resident's ACORN account. Fees are due according to the schedule in Appendix 1.

9. SERVICE CHARGES

A service charge of 1.5% compounded monthly (19.56% per annum) will be levied by Student Accounts on the Resident's ACORN account on the 15th of every month to the unpaid balance of the first instalment beginning October 15th, and to the unpaid balance of the second instalment commencing December 15th until the entire residence account is paid in full. Service charges are levied by the University of Toronto, not St. Michael's College. All fee payments must be made by the end of the previous calendar month to allow between 5 and 10 business days for recording the fee payment in their ACORN account by the monthly service charge billing date.

10. NON-REDUCTION OF FEES

It is agreed that there shall be no reduction of the Residence Fees or any other compensation for, or on account of, any loss, damage, inconvenience, discomfort arising from the interruption or curtailment, however caused, of any accommodation, facility, or service agreed to be furnished by the College.

CANCELLATION, WITHDRAWAL, AND TERMINATION OF RESIDENCE

11. CANCELLATION PRIOR TO OCCUPANCY

Students who want to cancel their residence application must do so in writing to the Office of Residences and Student Operations. Cancelling University of Toronto registration will not automatically cancel residence applications. Students must submit a request using the Cancellation/Withdrawal Form found on the StarRez portal, <https://residence.utoronto.ca>.

Students who cancel their residence prior to the commencement of the Occupancy Period shall forfeit their deposit(s) in accordance with the Withdrawal Schedule set out in Section 13. The total deposit of \$2,000 is non-refundable and non-transferable. Students who were exempt from paying a deposit to secure their space in Residence shall, upon cancellation, be subject to a \$2,000 administrative fee (equal to the deposit). Despite the foregoing, First-Year Guarantee applicants shall be eligible to receive a refund of 50% of the first deposit, provided that written notice of cancellation is received by July 10, 2026.

12. FAILURE TO ARRIVE

All first-year students are entitled to occupy their rooms as of their scheduled check-in time, on or after Sunday, August 30, 2026. All upper-year students are entitled to occupy their rooms on Sunday, September 6, 2026. All students are required to take possession of and occupy their assigned Room by Wednesday, September 9, 2026 (for the Fall Term) and by Friday, January 8, 2027 (for the Winter Term). If the Resident does not occupy their room or notify the Residence Office in writing by email (smc.residence@utoronto.ca) of their late arrival by noon (12:00 p.m.) on Wednesday, September 9, 2026 (for the Fall term) and by Friday, January 8, 2027 (for the Winter term), the Residence Office reserves the right to cancel the Room reservation. In such circumstances, this Agreement will be automatically forfeited and cancelled. The Resident will also be charged in accordance with the Withdrawal Schedule outlined in Section 13, and the College may license the Room to another Resident, without notice to the Resident.

13. WITHDRAWAL FROM RESIDENCE

If a Resident chooses to withdraw from the Residence for any reason, the Resident will be responsible for a percentage of the occupancy session they have registered for, as listed below in the Withdrawal Schedule. The percentage charged applies to the move-out date whereby the Room has been completely emptied, and the keys have been returned to Residence Office. The Resident must submit a request in writing using the Cancellation/Withdrawal Form found on the StarRez portal, <https://residence.utoronto.ca>, to the Residence Office; cancellations or withdrawals will not be accepted in-person.

Notice Date	Vacating Date	Occupancy Fees
On or before August 30, 2026 <i>(day of first-year student move-in)</i>	N/A	\$2,000
On or before September 30, 2026	Between August 30 - September 30, 2026	35% of room occupancy fees for the academic year
On or before October 31, 2026	Between October 1-31, 2026	50% of room occupancy fees for the academic year
On or before November 30, 2026	Between November 1-30, 2026	65% of room occupancy fees for the academic year
On or before November 30, 2026	Between December 1 and closure for Winter Break	70% of room occupancy fees for the academic year
On or after December 1, 2026	After December 1, 2026	100% of room occupancy fees for the academic year

- i. The “notice date” is the date upon which the written request to cancel and/or withdraw is received.
- ii. The “vacating date” is the date upon which the Resident moves out of residence and returns their key(s).
- a. For residents who withdraw from residence early, the meal plan portion of the occupancy fee will be credited to the Resident’s ACORN account as follows:
 - a. Meal Plan Commencement to October 31st
 - i. Term 1 refunds are calculated subject to a 30-day minimum charge. Refunds are calculated based on a prorated weekly charge following the first 30-days to the first Saturday following the withdrawal date.
 - ii. Term 2 – Refund of the Term 2 amount.
 - iii. Refunds incur a \$50.00 administration fee and will be deducted from the refund amount.
 - b. November 1st to end of Term 1
 - i. Term 1 is deemed complete. No Term 1 refund issued.
 - ii. Term 2 – Refund of the Term 2 amount.
 - iii. Refunds incur a \$50.00 administration fee and will be deducted from the refund amount.
 - c. Commencement of Term 2 to end of Term 2
 - i. Term 2 is deemed complete. No Term 2 refund issued.

14. TERMINATION OF OCCUPANCY AND AGREEMENT

The Resident agrees if they voluntarily terminate their Occupancy Agreement, are evicted from Residence, or are suspended and/or evicted from the University of Toronto, they will vacate the Residence within 72 hours of their giving notice or of their receiving notice of eviction, termination, suspension, or unenrollment. The Resident agrees that failure to vacate within this time will result in additional charges.

a. Termination by the Residence

SMC reserves the right to terminate the license as set out in this Occupancy Agreement upon written notice to the Resident in the event of:

- i. non-payment by the Resident of any amount due to the College or the University;
- ii. any event whereby the Resident ceases to be a registered student with full-time enrolment status at the University of Toronto (or fails to be enrolled in the course load minimum stated in Section 5 herein), including but not limited to the suspension or expulsion of the Resident from studies during the academic session;
- iii. breaches by the Resident of any other provision of this Agreement;
- iv. conduct of the Resident that is deemed to be in violation of The Residence Handbook, The Rules of Residence, The University of Toronto Student Code of Student Conduct, The University of Toronto Code of Behaviour on Academic Matters, Policy on Sexual Violence & Sexual Harassment, The Network Use Agreement, and the Residence Meal Plan Terms and Conditions that results in disciplinary action up to and including eviction from the Office of Residences and Student Operations and/or expulsion from the University of Toronto;
- v. being deemed to require more support than the College can provide or if the behaviour of the Resident is deemed harmful to others;
and
- vi. in accordance with Section 33

In the event that SMC exercises its option to terminate the agreement, SMC or its designated official shall give written notice of such termination to the Resident which shall specify the effective date of the termination, which shall not be less than three days following the giving of notice (the “Effective Date of Termination”). The notice may be made by hand, by email, or affixed to the door of the room, addressed to the Resident.

A Resident removed from Residence due to disciplinary reasons risks forfeiture of all Residence Fees. Each case will be dealt with on an individual basis, and the decision of the Director or delegate shall be final and binding on the parties. Under some circumstances, the Resident could be required to vacate the Residence building immediately, if the Resident’s conduct represents a risk to the safety, security or well-being of other residents, as determined in the absolute discretion of the Director or their designate. Residents who are suspended from the Residence as an interim measure will continue to be held responsible for their Residence Fees, regardless of the outcome of the related investigation or appeal. Notwithstanding the early termination of this Agreement, the Resident shall at the option of the University be liable for payment of the full amount of the Occupancy Fee, whether or not the room is re-occupied or the Residence is filled. Residents who are evicted will be banned from entering all Residences owned and operated by SMC and may not apply for Residence in future years.

b. Termination by the Resident

Acceptance of an offer to live in residence constitutes a binding commitment by the Resident for the full term as outlined in the “Term” section of the Agreement. In the event that the Resident wishes to withdraw from the Residence or from full-time studies during the occupancy period, the Resident must provide written notice stating intent to withdraw from residence on-line via StarRez at <https://residence.utoronto.ca>; **cancellations or withdrawals will not be accepted in-person and are subject to fees as indicated in Section 13.**

15. ABANDONMENT OF UNIT

The Resident acknowledges that the Resident’s Room may be deemed abandoned where the Resident has, in the opinion of the Residence Office, vacated the Resident’s Room and failed to respond to a Notice of Abandonment sent by

the Residence Office within ten (10) business days of the Notice of Abandonment being posted on the entry door to the premises. Abandonment is grounds for termination of this Agreement and the Resident's rights hereunder by the Residence Office, and remains subject to the Withdrawal Schedule outlined in Section 13.

16. ITEMS LEFT BEHIND

The Office of Residences and Student Operations will exercise the right to discard any items left behind after the term specified in Section 1 of this Agreement, the date of withdrawal by the Resident, or the date of termination of the Resident's occupancy by the Residence Office. The Residence Office is not responsible for mailing back items to the Resident and will not compensate the Resident for items that have been discarded. The Resident agrees to indemnify the Office of Residences and Student Operations for any costs, damages, or other expenses arising out of, or in any way connected with, the disposal of items left behind by the Resident.

ROOM ASSIGNMENT, CONDITION, AND ACCESS

The Resident agrees that their acceptance of their residence offer entitles them merely to the use of the Room that is allocated to them by the Office of Residences and Student Operations in their sole discretion, and that the College will retain possession and control of the Room during their occupancy.

The College does not provide compensation or refunds outside of the Withdrawal Schedule for any reason, including a student's dissatisfaction with their room, roommate, or meal plan, or the surrounding environment being too loud or disruptive.

The Resident acknowledges that they are responsible for their own satisfaction with their living arrangements, and the College will not be held liable for any dissatisfaction or inconvenience they experience.

The College is entitled to establish restrictions on the Resident's use of the Room. The restrictions shall be informed by, but are not limited to:

- Non-compliance with regulations as incorporated by references in this Agreement.
- Non-compliance with the orders, notices, and directives of the staff in the Office of Residences and Student Operations and/or don staff.
- Non-compliance with the rules and regulations of the University of Toronto and the directives of the University of Toronto and University of St. Michael's College security officers, when issued in the performance of their duties.
- The right of authorized College staff to enter the Resident's Room at any time for maintenance, cleaning, and the inspection of equipment.
- The right of don staff and the staff in the Office of Residences and Student Operations to enter the Resident's room at any time to ascertain compliance with residence regulations.
- The right of the Office of Residences and Student Operations to levy charges should excessive cleaning be required or damage repairs made to the Resident's Room or its contents, or other College property, by the Resident or their guests.
- The right of the Office of Residences and Student Operations to levy charges or fines in the case of disciplinary action arising from violations of regulations established by the College.
- The right of don staff and staff in the Office of Residences and Student Operations to confiscate or dispose of contraband materials that are found on College property.

17. ROOM ASSIGNMENT

The Room and room type shall be assigned to the Resident by the Director of Residences and Student Operations (the "Director"), or the Director's designate. The College reserves the right, to be exercised by the Director or their designate

acting reasonably, to substitute another room in the Residence for the Room at any time during the Occupancy Period, and the substituted room shall be deemed to be the Room for all purposes hereunder.

When making room assignments, the Residence Office will evaluate the needs of the community members, including but not limited to, accessibility and special needs, date of arrival, as well as the preferences answered by the student on the application. Preferences are not guaranteed; however, the Residence Office strives to meet the needs of all residents.

18. ROOM RE-ASSIGNMENT

The Office of Residences and Student Operations retains the right to relocate Residents to an alternate room where other solutions or accommodations are not possible in matters relating to public safety, alleged infractions of The Residence Handbook and/or The University Code of Student Conduct, roommate incompatibility, emergency situations, construction, repairs, maximizing occupancy, or unforeseen events. Residents in a half-filled double must be prepared to welcome a new person to their room or be relocated to another room any time a vacancy exists, and as such, are required to only utilize the portion of the room assigned to them.

19. ROOM CHANGE

A Resident must receive written permission from the Residence Office to change rooms. A \$250 fee will be charged to cover cleaning and administrative costs. Submission of a room change request does not guarantee a room change. If the Resident relocates to an upgraded room, the Resident will also be charged the higher Residence Fees. It will not always be possible to accommodate a room change. The Residence Office has the authority to grant or deny such a request in its sole discretion.

20. ROOM CONDITION AND SIZE

Residence Fees are charged based on room type. Adjustments to Residence Fees will not be made based on room size, condition, or the furnishings provided. The College does not guarantee the suitability or desirability of a room, the roommates assigned, or the amenities in or around residence buildings.

21. ROOM INSPECTION FORM

All Residents must complete a room inspection report within 48 hours of occupancy. The Resident is also responsible for reporting any required repairs within 48 hours of occupancy using the [online Maintenance Form](#). In the event that a Resident fails to submit a report, the premises shall be deemed to be in a state of immaculate condition. The room inspection form is kept on file by the Residence Office for the purpose of comparison to the move-out inspections at the end of the Resident's term. The Resident will be responsible for any changes or damages to the physical condition of the premises or residence property.

22. PASS ALONG FACILITIES CONCERNS PROMPTLY

The Resident will report any damage to the Room, Shared Facilities, or the Residence to SMC Facilities and Services and the Residence Office immediately. The Resident will pay for the repair of any damage to the Room, Shared Facilities, or the Residence or the furnishings thereof caused by the Resident or the Resident's guests, normal wear and tear excepted. All such repairs shall be carried out exclusively by the College.

23. ENTRY

Residence staff shall be permitted to enter the Room and/or Shared Facilities during reasonable hours, upon giving reasonable notice to the Resident, and at regular intervals if previously announced to the residents, or at any time, and without notice, in the event of an emergency or perceived emergency, or a disturbance or breach or suspected breach of the SMC Residence Handbook and SMC Rules of Residence, in order to examine the state of the Room, including the state of sanitation, safety, and repair thereof, and to make such repairs, changes, or improvements to the Room and its furnishings as the College may deem necessary or desirable.

24. MAINTENANCE, RENOVATION, AND CONSTRUCTION

The Office of Residences and Student Operations reserves the right to perform renovations or major repairs at any time of the year. Every reasonable effort will be made to consult and/or advise Residents of the renovations and/or construction activities.

25. MOVE OUT

The Resident agrees to remove their belongings and vacate the Residence no later than 11:30 a.m. on the move-out day specified. The Resident acknowledges that to move out, they must:

- remove all possessions from the room
- remove all possessions from common areas
- ensure the room is left in a clean and orderly condition
- lock the room door
- return all keys and laundry card to the Porter's Desk

The Resident understands that until all these steps are taken, they are still considered to be "a resident," are not considered to have moved out, and are subject to fees and penalties for not vacating on time.

After the Vacating Date, the College shall have the right to enter the Room and change the locks without notice or liability to the Resident and without providing the Resident with a key for the new lock. The College has no responsibility for any possessions of the Resident or of any other person left in the Room or Shared Facilities of the Residence after the Vacating Date. The College has the absolute right to dispose of such possessions after the Vacating Date without any liability to account to the Resident, therefore.

26. SUB-LICENSING NOT PERMITTED

Rooms may only be occupied by the assigned Resident. Unauthorized occupation or "sub-licensing," also known as subletting, of a Room will result in the eviction of the occupant and sanctions for the Resident.

GENERAL

27. OTHER FACTORS & POTENTIAL SERVICE INTERRUPTIONS

The Resident acknowledges that the Residence is located within a major urban centre, where noise, construction, local events, and other disturbances over which the College has no control can occur. Residents may experience noise generated by local traffic, emergency services, construction vehicles, garbage trucks, maintenance truck pick-ups, and other typical urban noise.

The Resident hereby confirms their knowledge of an extended construction project on 95 St Joseph's Street that will begin July 2026. Construction will continue to cause considerable construction noise, dust, dirt, general lack of privacy, construction site conditions, and other construction effects on all our residents, including ones that the College may not anticipate. Impacts will be felt throughout the residences, regardless of room placement.

The College and Residence are continually engaged in construction and renovation projects for the benefit of the university community and residence buildings. These activities may result in noise or disruptions that could impact occupants of the building. The Resident understands that such disturbances, including any maintenance or renovations within the Residence, may necessitate limited access to the Room and/or Shared Facilities.

No reduction of the room and board fees or any other compensation will be provided 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 SMC due to the aforementioned conditions, including construction noise or other related activities.

SMC Residences will adhere to any public health measures, guidelines, or legislation. It may be necessary to restrict access to building amenities, services, and/or guest registration.

28. ELECTION INFORMATION

The Residence Office may release limited resident information under controlled circumstances to approved third parties, for the specific purpose of facilitating resident voting in federal, provincial, municipal or student society elections.

29. EMERGENCY CIRCUMSTANCES AND EMERGENCY CONTACT

In signing this Agreement, the Resident authorizes the Office of Residences and Student Operations to contact the Resident's emergency contact in the event of an emergency situation, regardless of the age of the Resident, and as determined in the sole and absolute discretion of the Office of Residences and Student Operations. Should an emergency contact not be available, the Residence Office may contact a family member or guardian. The Resident agrees that they must provide an emergency contact to the Residence.

Students who exhibit behaviours that are deemed potentially harmful to themselves, or others may be required to meet with SMC-designated support staff and/or have their emergency contact notified as a condition of their continuing to live in residence.

A state of emergency, or other unforeseen developments (e.g. severe weather conditions, fire, leaks in City plumbing, etc.) may make normal residence operations difficult or impossible to sustain. The Residence Office reserves the right to require the Resident to vacate the room immediately if safety measures are compromised or within 48 hours of written notice. Should an event of this nature occur, the residence(s) of the University will be closed, and no access will be permitted. The Residence is under no obligation to provide the Resident with alternative housing or to provide compensation.

30. MANDATORY ONLINE SEXUAL VIOLENCE EDUCATION

The Resident must complete a mandatory online sexual violence education and prevention training module (the "Module") as a condition of being a resident.

- a. **Completion before move-in:** As a condition of living in residence, students are expected to complete the Module prior to moving into the Residence.
- b. **Extension:** If the Resident is unable to complete the Module prior to move-in, the Resident will be permitted to move into the Residence on the condition that the Resident completes the Module within 14 days of their move-in date.
- c. **Termination:** The University reserves the right to terminate the Occupancy Agreement if the Resident does not comply with this requirement and upon exercising this right, the Resident will be required to vacate the Residence.
- d. **Additional information:** Questions or concerns about the Module may be directed to the Director. The University may consider requests for an exemption to the requirement, in its sole discretion, provided that the request is made by the Resident to the Director. Exemption requests should be made as soon as practicable for the Resident but no later than 3 days prior to move-in date in order to provide the University with sufficient opportunity to review the request and to discuss with the Resident, if necessary.

31. LIMITATION OF LIABILITY AND INDEMNITY

SMC shall not be liable to the Resident for any damage to or loss of or theft of personal property or for personal injury, including death, on the residence property, save where the same is caused by the willful or negligent act or omission of the residence or those for whom the residence is in law responsible. The Resident will indemnify SMC and save it from any and all liability in respect of any injury, loss, or damage occasioned by any act or omission of the resident, their guests, agents, or invitees.

Disclaimer: The Resident hereby disclaims and renounces any and all rights, claims, demands and causes of action of any kind or nature whatsoever that they may have against SMC 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 SMC or the Collegium of any of the rules, regulations and rights, and any amendments made thereto.

32. FORCE MAJEURE

To the extent that the University or College is unable to fulfill, or is delayed or restricted in fulfilling, its obligations under this Agreement by any cause beyond its control, the University or College shall be relieved from the fulfillment of its obligations during that period and the Resident shall not be entitled to any reduction in fees or any compensation as a result thereof. Without restricting the generality of the foregoing, the University shall not be responsible for failing to meet its obligations under this Agreement due to pandemic, including COVID-19; the ongoing response to COVID-19 by any and all levels of government, a strike by its employees, a lock-out of employees by the University, and/or any other form of job action or labour unrest, or due to acts of God, including fires, floods, earthquakes, severe weather conditions, flu pandemic, intervention by civilian or military authorities, governmental legislation, or other unforeseen developments. The Office of Residences and Student Operations reserves the right to require residents to immediately vacate their room or unit if a situation occurs in which safety measures are compromised.

33. EMERGENCIES AND OTHER UNAVOIDABLE EVENTS

With respect to emergencies and other unavoidable events:

- a. 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 discretion, 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 a resident, 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 residences, disease, virus, or other biological or physical agents that may be detrimental to human health, while in the Residences.
- b. 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:
 - i) during an Emergency, the University shall be entitled to restrict or limit access to Residences to employees of the University only, and/or to prohibit entry by the Resident, visitors or invitees for a reasonable period of time during such event;
 - ii) notwithstanding that the University may have entered into an Occupancy Agreement with a Resident, the University shall have the right during an Emergency to terminate such agreements prior to the commencement of the Occupancy Period, in order to comply with Directives or where the University determines that it will not be safe to operate residences for a Fall and/or Winter Semester, and the University shall have no liability to the Resident as a result of such termination;
 - iii) the University shall be entitled during an Emergency to close all or any part of the residences if it determines that it is not safe to continue to operate the residences or certain parts thereof, in which case the Resident shall vacate the room they occupy in accordance with the reasonable requirements of the University;

- iv) 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
 - v) during an Emergency, the University shall also be entitled to specify specific modes of entry and exit from and to the residences 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 Residences.
- c. 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 during the Occupancy Period, 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.

34. ONLINE ACCEPTANCE OF AGREEMENT

This Agreement may be executed by way of electronic or written signature and may be sent in electronic format (PDF or otherwise) and delivered by electronic transmission. It is agreed that a copy signed by way of electronic signature or sent by electronic transmission in an electronic format is as binding upon the Resident as a signed copy of this Agreement with original signatures. There is no necessity to deliver a copy of this Agreement with the original signature of the Resident.

For greater certainty, a copy of this Agreement signed in electronic format (PDF or otherwise) shall be deemed to be an original. By signing this Agreement and/or by submitting an online application through the StarRez residence application portal, the Resident agrees and acknowledges that the Resident has read and understands the terms and conditions of this Agreement and the Residence Handbook and agrees to be bound by the terms and conditions contained in this Agreement and the Residence Handbook. Should the Resident be under 16 years of age, a signature must be provided by their parent or guardian.

Important Note to Parents/Legal Guardians: The 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 or legal guardians in cases of medical crisis or critical 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 child's prior written consent.

Appendix 1: Residence Fee Schedule

SORBARA HALL, HISTORIC HOUSES, BRENNAN HALL, ELMSLEY HALL & QUEEN'S PARK HALLS (MORE, FISHER & TEEFY)

Room Type	Meal Plan	Deposit 1*	Deposit 2*	Instalment 1			Instalment 2		Total Payment
				SMR Council Fee	Room Fees	Meal Plan Fees	Room Fees	Meal Plan Fees	
Single	5-Day	\$1,000	\$1,000	\$23	\$6,371.80	\$4,107	\$5,581.20	\$2,738.50	\$20,821
Single	7-Day	\$1,000	\$1,000	\$23	\$6,371.80	\$4,791.60	\$5,581.20	\$3,194.40	\$21,962
Single, Economy	5-Day	\$1,000	\$1,000	\$23	\$5,654.80	\$4,107	\$5,103.20	\$2,738	\$19,626
Single, Economy	7-Day	\$1,000	\$1,000	\$23	\$5,654.80	\$4,791.60	\$5,103.20	\$3,194.40	\$20,767
Double	5-Day	\$1,000	\$1,000	\$23	\$5,762.20	\$4,107	\$5,174.80	\$2,738	\$19,805
Double	7-Day	\$1,000	\$1,000	\$23	\$5,762.20	\$4,791.60	\$5,174.80	\$3,194.40	\$20,946
Double, Economy	5-Day	\$1,000	\$1,000	\$23	\$5,104	\$4,107	\$4,736	\$2,738	\$18,708
Double, Economy	7-Day	\$1,000	\$1,000	\$23	\$5,104	\$4,791.60	\$4,736	\$3,194.40	\$19,849
Triple	5-Day	\$1,000	\$1,000	\$23	\$4,714	\$4,107	\$4,476	\$2,738	\$18,058
Triple	7-Day	\$1,000	\$1,000	\$23	\$4,714	\$4,791.60	\$4,476	\$3,194.40	\$19,199
Single, Ensuite	5-Day	\$1,000	\$1,000	\$23	\$7,526.80	\$4,107	\$6,351.20	\$2,738	\$22,746
Single, Ensuite	7-Day	\$1,000	\$1,000	\$23	\$7,526.80	\$4,791.60	\$6,351.20	\$3,194.40	\$23,887

* All residents except First-Year Guarantee residents will pay only one \$2,000 deposit at the time of offer.

LORETTO WOMEN'S RESIDENCE

Room Type	Meal Plan	Deposit 1*	Deposit 2*	Instalment 1			Instalment 2		Total Payment
				SMR Council Fee	Room Fees	Meal Plan Fees	Room Fees	Meal Plan Fees	
Single	5-Day	\$1,000	\$1,000	\$23	\$5,939.20	\$4,107	\$5,292.80	\$2,738	\$20,100
Single	7-Day	\$1,000	\$1,000	\$23	\$5,939.20	\$4,791.60	\$5,292.80	\$3,194.40	\$21,241
Double, Shared Ensuite	5-Day	\$1,000	\$1,000	\$23	\$5,762.20	\$4,107	\$5,174.80	\$2,738	\$19,805
Double, Shared Ensuite	7-Day	\$1,000	\$1,000	\$23	\$5,762.20	\$4,791.60	\$5,174.80	\$3,194.40	\$20,946
Graduate Suite	5-Day	\$1,000	\$1,000	\$23	\$7,931.20	\$4,107	\$6,620.80	\$2,738	\$23,420
Graduate Suite	7-Day	\$1,000	\$1,000	\$23	\$7,931.20	\$4,791.60	\$6,620.80	\$3,194.40	\$24,561

* All residents except First-Year Guarantee residents will pay only one \$2,000 deposit at the time of offer.

Payment Deadlines

First-Year Guarantee Residents

Payment	Deadline
Deposit 1	Offer deadline
Deposit 2	July 10, 2026
Instalment 1	September 30, 2026
Instalment 2	November 30, 2026

Upper-Year, Returning, and First-Year Non-Guarantee Residents

Payment	Deadline
Deposit 1	Offer deadline
Instalment 1	September 30, 2026
Instalment 2	November 30, 2026

OTHER FEES

1. Residence Council Fees

In addition to Room and Board Fees, all students living in residence agree to pay residence council fees. These fees amount to \$11.50 per semester (\$23 total for the academic year) and are charged to their ACORN account with their residence fees. All funds are allocated to the nominated St. Michael's Residence Council and are dedicated to residence programming. If a student withdraws from Residence, council fees are non-refundable for the semester in which a resident checks-in. For greater clarity, a resident who moves in and subsequently withdraws in the Fall semester will only be liable for the Fall semester council fees. Council fees are non-refundable for a resident who withdraws in the winter semester.

2. Incidental Fees

Students who live in SMC Residence but are affiliated with an academic division other than SMC (i.e. Professional Faculties, students from other Colleges, etc.) will be subject to the incidental fees that SMC students pay with their tuition. These fees amount to \$140.50 for each of the fall and winter terms and are charged to their ACORN account. In the event that a student withdraws from Residence, incidental fees are non-refundable for the semester in which the Resident checks in. For greater clarity, a resident who both moves in and subsequently withdraws in the Fall semester will only be liable for the Fall semester Incidental fees. A resident who withdraws in the winter semester will have their incidental fees be non-refundable.

Note: Incidental fees are not included in the chart above. They are only charged to non-SMC students.

3. Ensuite Washrooms

SMC has a very limited number of ensuite rooms available for an additional \$1,936, payable with their second instalment. Students can request ensuite consideration in their applications. Priority will be given to students registered with Accessibility Services who require a housing accommodation.