



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

University of St. Michael's College Summer Occupancy Agreement 2026

In consideration of the mutual covenants contained herein (all of which are available at the end of this document, and on the SMC website), as well as the:

- [Residence Handbook/SMC Rules of Residence](#)
- [SMC Residence Code of Discipline](#)
- [SMC Residence Alcohol Code](#)
- [SMC Residence Network Use Agreement](#)
- [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](#)

All the above rules and policies (the "policies") which form part of this agreement, the University of St. Michael's College ("the College" or "SMC") Residence (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 Resident 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.

- 1. Term:** The Resident agrees that their residence term ("Term") will vary depending on:
 - a. the length of time the Resident has contracted to live at the College as outlined below.
 - i) Full Term: May 3, 2026, to August 17, 2026
 - ii) First Term: May 3, 2026, to June 25, 2026
 - iii) Second Term: July 3, 2026, to August 17, 2026
 - b. whether the Resident was a resident at St. Michael's College residence or Loretto Residence at the time this agreement was signed;
 - c. whether the Resident has contracted to live at the College or Loretto for the following academic year.
- 2. Eligibility:** The Resident agrees 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 2026 academic term at a recognized post-secondary institution, or have proof of enrollment for the Fall 2026 academic term at a recognized post-secondary institution. Anyone with an outstanding balance to St. Michael's College or the University of Toronto will not be eligible for Summer Residence.
- 3. Failure to Arrive:** The Resident acknowledges that if they fail to arrive to residence or fail to communicate their arrival date via email within five (5) days from the start of the 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 7, and the College may license the Room to another Resident, without notice to the Resident.

4. **Fees and Payments:** The Resident will pay the occupancy fee as described in Appendix 1 and any additional fees prescribed in this Agreement or the Resident Handbook. All fees shall be paid electronically through the StarRez Portal at <https://residence.utoronto.ca>. All residence fees are due in full by the payment deadline date in Appendix 1. Non-payment of fees according to these terms will result in termination of this agreement by the Residence according to the terms set out in Section 7 of this agreement.
5. **Deposit:** A \$1000 non-refundable deposit (the “Deposit”) is required upon acceptance of a Residence offer and will be credited toward the total occupancy fee.
6. **Summer Extension:** There are two interim periods between the 2025–2026 Academic Year Occupancy Agreement, the 2026 Summer Occupancy Agreement, and the 2026–2027 Academic Year Occupancy Agreement (collectively, the “Summer Extension Period”):
 - a. from May 1, 2026 at 12:00 p.m. to May 3, 2026 at 10:00 a.m.; and
 - b. from August 17, 2026 at 12:00 p.m. to September 6, 2026 at 10:00 a.m.

Accommodations from May 1 to May 3 may be made available to current residents of St. Michael's College Residence with a confirmed room for the 2026 Summer Occupancy Period. Accommodations from August 17 to September 6 may be made available to residents with a confirmed room for the 2026-2027 Academic Year Occupancy Period at St. Michael's College Residence. Extensions will be considered and determined by the Office of Residences and Student Operations, in its sole and absolute discretion. During this period, residents may be required to relocate to an alternate room on short notice to accommodate cleaning, maintenance, and operational requirements necessary to prepare the Residence for the upcoming occupancy period.

7. **Termination:** This Agreement will terminate at the end of the occupancy period and may be terminated by the Resident or the Residence before the end of the occupancy period, as set out below. The rights and obligations of the Residence and the Resident upon termination of this Agreement, set out below, apply whether the termination of occupancy occurs during or at the end of the occupancy period.

The Resident agrees that if they are evicted from Residence, voluntarily terminate their occupancy agreement, are suspended and/or evicted from the University of Toronto, the Resident agrees 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.

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:

1. Non-payment by the Resident of any amount due to the College or the University;
2. Breach by the Resident of any provision of this agreement pertaining to the rights and obligations of the Resident during the occupancy period;
3. 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 and The Network Use Agreement 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;
4. being deemed to require more support than the College can provide or if the behaviour of the Resident is deemed harmful to others;
5. In accordance with Section 26.

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 to 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. Notwithstanding such termination, the Resident will be liable for the payment of the entire amount of the residence fee for the original license period, and no refund will be given.

Notwithstanding the previous paragraph, under exceptional circumstances, SMC reserves the right, to be exercised by the College acting reasonably, to give written notice of termination of this agreement not less than 24 hours before the Effective Date of Termination.

Termination by the Resident: By completing the application for summer residence, the Resident agrees to be responsible for the room during the occupancy period outlined in their summer application. Requests to withdraw before the end of the occupancy period must be submitted to the Residence Office no later than 30 days prior to the date the Resident will vacate. Students must submit a request using the Cancellation/Withdrawal Form found on the StarRez portal, <https://residence.utoronto.ca>.

Fees upon termination by the Resident before the end of the Occupancy Period: Where the Resident terminates this license before the end of the occupancy period outlined in their summer application, the Residence retains the right to hold the Resident liable for payment of the full amount of the occupancy fee, whether or not the room is re-occupied or the residence is filled. In every case of termination, deposits are not refundable, discounted fees are not applicable, and a \$200 cleaning charge shall be applied and in addition:

Withdrawal Schedule			
Cancellation and/or Departure	Penalty		
	First Term	Second Term	Full Term
Prior to April 3, 2026	Deposit is non-refundable	Deposit is not refundable	Deposit is non-refundable
April 4 to April 20, 2026	50% of the First-Term Fee	50% of the Second-Term Fee	50% of the Full-Term Fee
April 21 to June 1, 2026	80% of the First-Term Fee	65% of the Second-Term Fee	65% of the Full-Term Fee
June 2 to June 19, 2026	100% of the First-Term Fee	80% of the Second-Term Fee	80% of the Full-Term Fee
After June 19, 2026	100% of the First-Term Fee	100% of the Second-Term Fee	100% of the Full-Term Fee

8. **Moving Out of the Residence:** The Resident agrees to remove their belongings and vacate the Residence no later than 12:00 pm on the day of expiry of the Term. 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.

- 9. Absence:** The Resident agrees that they are responsible for the safety and security of their Room daily and will lock their door or take other measures to secure their Room when they leave for any period of time. They further agree that, should they leave their Room unattended for an extended period of time (i.e., due to travel during holidays, vacations, or Reading Week), they will ensure the safety and security of their Room including, but not limited to, locking their door and closing all windows. The Resident agrees 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 their personal property arising from, or any way resulting from, their failure to secure their Room during any such absence.
- 10. Room Assignment:** The Resident agrees that their acceptance of this offer entitles them merely to the use of the Room which is allocated to them by the Director 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 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. 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 experienced by a student. They further agree that the College is entitled to establish restrictions on their use of the Room. The restrictions on their use of the Room shall include, but are not limited to:

 - a) Compliance with the regulations established by the Residence, entitled "SMC Rules of Residence," (Appendix 2) "SMC Residence Code of Discipline," (Appendix 3), "SMC Residence Alcohol Code," (Appendix 4), "SMC Residence Network Use Agreement," (Appendix 5) and with the "University of Toronto Code of Student Conduct", the "University of Toronto Code of Behaviour on Academic Matters" and the "University of Toronto Policy on Sexual Violence and Sexual Harassment" 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 Director of Residences and Student Operations, and the Director's employees, including don staff;
 - 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 Director of Residences and Student Operations 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 their Room at any time for maintenance, cleaning, and the inspection of equipment;
 - f) The right of the Office of Residences and Student Operations, including don staff, to enter their room at any time in order to ascertain compliance with residence regulations including smoking policies;
 - g) The right of the Director of Residences and Student Operations or the Director's employees, to levy charges in the event of excessive cleaning is required or damage done to their Room or its contents, or other College property, by them or their guests;
 - h) The right of the Office of Residences and Student Operations 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 Director of Residences and Student Operations and the Director's employees, including don staff, to confiscate or dispose of contraband materials that are found on College property.
- 11. 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.

- 12. 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.
- 13. Photo Identification:** The Resident will provide their photo to the Residence. This photo will be used to verify the resident's identity for purposes of entering the residence, or other purposes, such as verifying identity during a lockout.
- 14. 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.
- 15. 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 invoiced 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.
- 16. 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.
- 17. 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.
- 18. Bedbugs/Pests:** Residential buildings are occasionally subject to pest outbreaks, including but not limited to, bedbugs. The Resident hereby acknowledges and agrees that should they suspect a pest outbreak in their room, they 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, The Resident agrees that they 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, the Resident agrees that they 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.
- 19. Asbestos:** The Resident hereby acknowledges 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. The Resident hereby agrees that they will not damage these structures or make alterations or repairs to their Room without the explicit written approval of the Residence Office and/or the Conference Office.

- 20. Renter's Insurance:** The Resident acknowledges 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 their person or property, and they waive any and all claims against the College arising out of such loss, damage or injury.
- 21. 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.
- 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. Residential Tenancies Act:** As the living accommodation is provided by St. Michael's College Residence to its residents or staff, all major questions relating to the living accommodations are decided after consultation with a council within the residence and, the living accommodations are not intended for year-round occupancy or living accommodation and do not contain their own self-contained bathroom and kitchen facilities, the residence is exempt from the Residential Tenancies Act, 2006 (RTA) based on S. 5 (g) of the RTA.
- 24. 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 wilful 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.
- 25. 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.

26. Emergencies and Other Unavoidable Events: 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. If an Emergency exists, the University may amend, supplement or otherwise enforce any rules or regulations in existence, may impose additional rules and regulations, and may impose restrictions to mitigate or minimize the effects of the Emergency. Without limiting the generality of the foregoing:
- a. during an Emergency, the University shall be entitled to restrict or limit access to 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;
 - b. 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;
 - c. 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;
 - d. the University shall be entitled, during such time as there is an Emergency to require all residents to comply with reasonable measures imposed in respect thereof by the University, including health screening, the use of hand washing and other sanitation products directly related to the management of the health threat, attendance at mandatory training sessions, and the use of additional protective clothing by all residents such as protective barriers, gloves and masks; and
 - e. 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.
 - f. 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 residences during the Occupancy Period, the University, in its sole and absolute discretion shall determine 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.

The Resident understands and agrees 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 their residency at the College and The Resident agrees to vacate the Residence with all of their belongings at the time specified by the College. The Resident understands and agrees that the College may notify other University of Toronto residences about the termination of their residency and provide information concerning such circumstances. The Resident understands that a termination from SMC Residence may affect their eligibility for admission to other UofT Residences.

By accepting their Offer of Residence at St. Michael’s College, The Resident acknowledges that they 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

Standard Single				
Term*	Deposit**	April 20 Payment	June 1 Payment	Total***
First	\$1000	\$1,012	N/A	\$2,012
Second	\$1000	N/A	\$1,012	\$2,012
Full	\$1000	\$3,023	N/A	\$4,023

Deluxe Single				
Term*	Deposit**	April 20 Payment	June 1 Payment	Total***
First	\$1000	\$1,257	N/A	\$2,257
Second	\$1000	N/A	\$1,257	\$2,257
Full	\$1000	\$3,515	N/A	\$4,515

Standard Double				
Term*	Deposit**	April 20 Payment	June 1 Payment	Total***
First	\$1000	\$860	N/A	\$1,860
Second	\$1000	N/A	\$860	\$1,860
Full	\$1000	\$2,720	N/A	\$3,720

Extensions

Residents who stay for the full-term occupancy period may request to extend their stay prior to move-in for the following period based on residence availability:

- May 1 - 3, 2026 for an additional flat rate of \$85.00
- August 17 - 25, 2026 for an additional flat rate of \$600.00
 - (only offered to students registered in summer credits at the University of Toronto with a final exam during this period for Summer 2026)
- August 17 - September 6, 2026 for an additional flat rate of \$850.00
 - (only offered to students who will be living at St. Michael's College Residence for the 2026-27 Academic Year)

Extensions are available on a limited basis, must be approved in advance by the residence office, and are not guaranteed.

Payment Deadlines

Occupancy Period	Payment Deadline
Full Term	April 20, 2026
First Term Summer	April 20, 2026
Second Term Summer	June 1, 2026

The Resident agrees to pay the Occupancy Fee listed to occupy a Room at the Residence prior to the payment deadlines listed above. Non-payment of fees according to these terms will result in termination of this agreement by the residence according to the terms set out in Section 7 of this agreement.

Notes:

* Residents are required to vacate their room at 12:00pm noon on their check-out date. Extensions past August 17th, 2026 are possible **only for U of T students registered in summer courses for Summer 2026 and who have an in person final exam or assessment due during this period or who will be living at St. Michael's College Residence for the 2026-27 Academic Year**; otherwise, extensions are not possible.

** Deposit: A \$1000 non-refundable deposit is required upon completion of an application and will be applied to the total occupancy fee payment. Non-payment of fees according to these terms will result in termination of this agreement by the residence according to Section 7, Termination.

*** Cancellations will be calculated based on the original booking and the time the request is received by the Residence Office according to Section 7, Termination for the Withdrawal Schedule.

**** Term fees are not prorated for late arrival or early departure.

Cancellations: All cancellations must be submitted through the Cancellation/Withdrawal form on the StarRez portal at <https://residence.utoronto.ca>