Ryerson Commuter Hostel
Contract
2017-2018

Preamble

This Contract governs the relationship between students who complete the Commuter Hostel application (the “Residents”) and Ryerson University (the “University”) in regards to the provision of accommodation in the International Living and Learning Centre (“ILLC”) (each a “Residence” and, collectively, the “Residences”).

This Contract and the operation of the Residences will be administered on behalf of the University by Housing & Residence Life.

Residences are comprised of various room types. Each Resident will be assigned to a room (the “Room”) by Housing & Residence Life, as more fully described herein.

This Contract is evidence of a Resident’s Commuter Hostel residence application and must be returned to Housing & Residence Life in accordance with the conditions outlined in the correspondence from Housing & Residence Life.

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1.0 Contract Term

1.1 Term: The 2017-2018 Residence Fees include a space in a Room from 4:00 PM on the Commuter Hostel term start date, as outlined in section 2.1 or in the student’s Commuter Hostel residence application, until 11:00 AM on the Commuter Hostel term end date.

1.2 Binding Commitment: A complete Commuter Hostel residence application and the terms and conditions of this Contract constitutes a binding commitment by the Resident for the full term outlined in paragraph 1.1.

1.3 Limited to Term of Occupancy: The Residence and the Room are not intended for year-round occupancy. This Contract is solely for the provision of accommodation for the term stipulated in paragraph 1.1. A Resident may submit a Residence Application for a subsequent term or terms, but such application is not guaranteed on the basis of previous occupancy in a Residence.

2.0 Residence Application

2.1 Complete Commuter Hostel Residence Application: A Commuter Hostel residence application is only considered complete once an applicant has provided a Commuter Hostel residence application form that is considered complete to the satisfaction of Housing & Residence Life and approved.
3.0 Room Assignment

3.1 Short-Term Living Accommodation: A living accommodation or Room is defined as the bedroom assigned to a resident with fair use and responsibility of the common facilities.

3.2 Room Assignment: Residents are assigned to a Room by Housing & Residence Life.

4.0 Residence Fees

8.1 Value of Room: The value of the Room, including the use of the room and the utilities, is $35 for one guest or $45 for two guests nightly.

5.0 Locks and Keys

5.1 Keys: Housing & Residence Life will encode a provided key to be used as (the “Room Key”) to be used as a key to the Resident’s Room for the term stipulated in paragraph 1.1.

5.2 Locks: Locks in the Rooms shall not be altered without the written consent of Housing & Residence Life. No additional locks shall be placed upon any door of the Residence or a Resident’s Room.

6.0 Facilities

6.1 Responsibility for Resident’s Room: The Resident agrees to pay for all missing items, damages, or cleaning caused to the Resident’s Room by the Resident.

6.2 Move-Out Condition: The Resident agrees to leave their room in a condition that is equal to or better than that of the condition when they moved in. All items in the Room must be returned to their original placement or the Resident is subject to an extra labour charge on their student fees account.

6.3 Pass Along Facilities Concerns Promptly: Any Resident with concerns about any physical aspect of the Residence agrees to submit a work request promptly. Residents are a key information provider in the Residence and are expected to pass along any observations they make in the physical condition of the Residence that may cause problems for the safety, security or proper functioning of University property. Residents can submit a work request through the Housing & Residence Life office.

6.4 Removing Items From Room: All furniture & equipment found in the Room must remain in the room for the entire term as specified in section 1.1 or the Resident is subject to an extra charge on their residence account.

6.6 Entering Rooms to Repair or Clean: Housing & Residence Life reserves the right to enter a Room to inspect, repair or clean. Save and except in situations of emergency, as determined in the absolute discretion of Housing & Residence Life, or where a Resident has submitted a work request, the Resident shall be provided at least 24 hours notice in writing of intent to enter to conduct needed inspections, repairs or perform required cleaning. Housing & Residence Life will respond to a work request within a reasonable period of time depending on the nature of the problem and may enter a room to inspect and/or repair while a Resident is not present.

6.7 Repair and Replacement Charges Guide Online: The Repair and Replacement Charges Guide can be found online at: http://www.ryerson.ca/studentservices/housing/inandout/replacelist.

7.0 Residence Community Standards

7.1 Documents Governing Conditions, Guidelines & Policies: The Resident acknowledges that the Residence Community Standards, attached as section 8.9, form part of this Contract. The Resident agrees to abide by the policies outlined in the Residence Community Standards as well as all other applicable University and department policies and all municipal, provincial, and federal laws. If these standards are not followed, the student(s) will be asked to leave their room immediately and potentially lose future commuter hostel renting privileges.

7.2 Support and Prevent Breaches to the Standards: Each Resident agrees that he or she will not directly or indirectly cause, or fail to take reasonable steps to prevent, a breach of the policies outlined in the Residence Community Standards.
7.3 Act Safe and Responsible: Every Resident agrees to act in a responsible manner so as not to compromise his or her own safety or endanger the health and safety of others. Housing & Residence Life reserves the right to determine what constitutes unsafe practices and the appropriate sanctions for Residents engaging in such practices.

7.4 Entering Rooms in Emergency Situations: The Resident acknowledges that Housing & Residence Life or other emergency or police personnel may enter a Room without notice where there exists reasonable grounds to believe that there is an emergency situation or evidence of criminal activity within the Room.

7.5 Notifying Emergency Contact: The Resident acknowledges that by signing this Contract the Resident authorizes Housing & Residence Life to contact the Resident’s emergency contact in the event of an emergency situation, as determined in the sole discretion of Housing & Residence Life.

7.6 Guest Privileges: Residents staying in the residence commuter hostel program are not permitted to have day or night guests.

7.7 Observe & Record Behaviour: Housing & Residence Life reserves the right to observe and record a Resident’s behaviour for the purpose of ensuring the safety of the Resident and the community and that applicable policies are followed.

7.8 Full Community Standards Online: The full Community Standards are available online at: http://www.ryerson.ca/studentservices/housing/rescontract

8.0 General

8.1 Providing Notice to Residents: Any notice required to be given to a Resident hereunder shall be deemed to have been properly delivered by delivery of such notice to the Resident’s Ryerson electronic mailbox or email or by way of posting such notice on the entry door to the room occupied by such Resident.

8.2 Providing Notice to Housing & Residence Life: Any notice required to be given to Housing & Residence Life hereunder shall be deemed to have been properly delivered by delivery of such notice to:
Housing & Residence Life
Pitman Hall Residence
160 Mutual Street,
Toronto, ON M5B 2M2
8.3 **Indemnity:** The Resident shall indemnify and hold harmless the University and Housing & Residence Life from all claims, liabilities, costs, expenses, damages and legal expenses arising out of or in any way connected with the Resident’s use or occupation of the Resident’s Unit, Shared Areas, or Common Areas, or any other part or parts of the Residence.

8.4 **Personal Property:** The Resident agrees that the University assumes no liability for personal articles in the event of loss, damage, theft or any other reason whatsoever. It is strongly recommended that the Resident obtain their own insurance coverage for their personal articles.

8.5 **Force Majeure:** To the extent that the University is unable to fulfill, or is delayed or restricted in fulfilling, its obligations under this Contract by any cause beyond its control, the University 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 Contract due to 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. Housing & Residence Life reserves the right to require Residents to immediately vacate their Residence Unit if a situation occurs in which safety measures are compromised.

8.6 **Excessive Needs:** Housing & Residence Life does not have the facilities, resources or expertise to deal with serious behaviour, emotional issues or illness. If a Resident engages in harmful behaviour, or behaviour that is reasonably perceived to be a threat to himself or herself, or to others, or compromises his or her personal safety (including, but not limited to underage drinking, drug use, bulimia, cutting, abusive behaviour); or, where a pattern of behaviour by a Resident is sufficient to create significant disruption to another Resident(s), Housing & Residence Life reserves the right to terminate the tenancy of the Resident pursuant to paragraph 1.1.

8.7 **Must Be a Ryerson Student:** Only Ryerson students are able to apply and stay in the Commuter Hostel Program.

8.8 **Changes to Contract:** The Resident agrees that changes may not be made to the terms of this Contract without the prior written permission of Housing & Residence Life.

8.9 **Assignment:** This Contract cannot be assigned without the prior written consent of Housing & Residence Life.

8.10 **Headings:** Headings appearing in this Contract have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Contract.

8.11 **Gender/Plural:** Words used herein in the singular number include the plural and vice versa. Words importing the neuter, masculine or feminine gender include the other genders.

8.12 **Severability:** In the event that any portion of this Contract is found to be unenforceable, that provision shall be deemed deleted from this Contract and the remainder of the Contract shall continue in full force and effect.
8.13 **Entire Contract:** The Resident agrees that this Contract includes the Residence Community Standards and any Appendices attached hereto and referred to in this Contract, and that this Contract supersedes and takes the place of any and all previous Contracts and representations of any kind, written or verbal, made previously. To the extent that there is any discrepancy between matters dealt both in this Contract and any other University publication or agreement, the provisions of this Contract shall prevail.

8.14 **Time is of the Essence:** Time is of the essence. It is essential that you deal with your obligations as a resident or in a situation in accordance with any assigned deadlines, particularly situations which affect your academic performance or standing in residence. Unresolved problems generally get worse and, in some cases, additional penalties, late fees or other remedies may result from the delay.

8.15 **Application of the Residential Tenancies Act:** The Resident hereby acknowledges that the occupation of a Room in the Residence is not governed by or subject to the provisions of the Residential Tenancies Act, 2006, S.O. 2006, c. 17.

8.16 **Questions to be Addressed before Signing:** Each Resident is responsible for seeking out clarification of any information he/she does not understand in the Residence Contract, appendices and Residence Community Standards BEFORE he or she signs below. Questions may be directed to the Off-Campus Housing Office by phone 416-979-5043, sending an email to commuterhostel@ryerson.ca or stopping by our office in Pitman Hall during business hours.

8.17 **Notifying Housing & Residence Life of Unforeseen Circumstances:** The Resident is responsible for informing, in writing, Housing & Residence Life should any unforeseen events or circumstances prevent the Resident from meeting any part of the Residence Contract.

8.18 **Communicate by E-mail:** Housing & Residence Life conducts its correspondence with you by e-mail. The e-mail address that you supplied with your application to the University will be used until your University e-mail account is activated, after which only the University address will be used. This address is considered your official address for communication with the University. It is your responsibility to check your University account regularly.

8.19 **Official Communication and Documentation:** Housing & Residence Life uses numerous tools to communicate (i.e. phone, email, social media, websites, etc.) with the Resident. Many of these communication tools are used as courtesy communication (i.e. facebook, twitter, etc.). Official communications will only be delivered via Ryerson email.

### 9.0 **Commuter Hostel Residence Contract**

9.1 **Contract Term:**

9.2 **Value of Room:** The value of the Room, including the use of the room and the utilities, is $35 for one guest or $45 for two guests per night stipulated in paragraph 10.1.

I confirm that I have read and understood the contents of this Contract and the contents of the Residence Community Standards.

I understand that by signing this Residence Contract I will be bound by the terms and conditions contained herein.

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<tr>
<th>Student Number</th>
<th>Date of Birth</th>
<th>(YYYY/DD/MM)</th>
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<td>Last Name</td>
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_________________________________________  __________________________________________
Signature of Student  Date