

Carleton University Residence Agreement 2019-20

The Residence Agreement (the “Agreement”) contains important legal terms and conditions about your rights and responsibilities while living in Residence. The Agreement contains provisions that create obligations for you and impose financial and/or other responsibilities should you fail to fulfill your obligations.

Please read the conditions of the Agreement carefully.

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

This Agreement becomes effective upon receipt by Carleton University (“the University”) of the acceptance of an Offer of Residence. The acceptance of the accompanying terms and conditions shall be evidence that the Resident fully understands and agrees to be bound by the Residence Agreement and the Residence Standards as a condition of living in residence at Carleton University.

1. The Resident is assigned to a Room by the University. The Resident shall not assign this Agreement or permit any person to occupy the Room other than as assigned by the University.
2. The Resident must be a registered student at Carleton University in order to be assigned to and live in Residence. Priority for Residence will be given to full-time students in a degree program.
3. The Resident agrees to comply with the express provisions of and the spirit and intent of, the Residence Standards. Prior to taking occupancy, the Resident shall attest to have received, read and understood the Residence Standards. The Resident agrees to comply with and adhere to the Residence Standards and all University policies and regulations.
4. The Resident shall pay to the University fees for the occupation of the Room and additional ancillary fees. The ancillary fees include:
 - a. A Residence deposit considered to be part of the first installment for Residence;
 - b. Communication fees;
 - c. A meal plan fee for those requiring a meal plan in Residence.

Collectively all fees referred to in this Agreement are referred to as Residence Fees.

Optional Fees include:

RRRA/GRC Fee: Membership in the Rideau River Residence Association (undergraduate students) or the Graduate Residence Council (graduate students living on 6th floor Leeds House)

5. If receiving Ontario Student Aid Program (OSAP) funds, the Resident agrees that OSAP funds will be redirected to the university to pay for residence fees. If the amount received from OSAP does not cover the full amount of the residence fees, the Resident agrees to pay the balance owing.
6. The Resident agrees that failure to pay fees by the given deadline(s) will result in interest charges and at the sole discretion of Carleton University, the possible withholding of academic results, restriction on future course registration and awarding of degrees. In addition, the failure to pay fees may at the sole discretion of Carleton University result in the termination of this Agreement and removal from the Room.
7. The University shall permit the Resident to occupy the room for the following date(s):
 - a. September 1, 2019 to December 22, 2019 at 12:00 pm or until 24 hours after their last exam, whichever is earlier.
 - b. January 5, 2020 to April 26, 2020 at 12:00 pm or until 24 hours after the last exam, whichever is earlier.
8. The Resident agrees that failure to arrive by 11:59 pm, September 2, 2019, without prior written notification to Housing and Residence Life Services, means forfeiture of the Room in Residence.

9. The Resident accepts full responsibility for the use of the assigned Room and its contents and accepts all financial responsibility for damages and/or losses incurred. The Resident agrees that rooms will be inspected from time to time. Following inspection and at the sole determination of the University, the Resident will be invoiced for any cleaning and/or repairs required.
10. The Resident is responsible for cleaning and maintaining an orderly state of the Room during the term of the residency including ensuring the Room is clean and free from refuse.
11. The Resident agrees that the University reserves the right to have authorized staff enter rooms and suites to inspect its contents.
12. The Resident understands and agrees that any damages, theft and/or loss of University property in a common area that cannot be identified as the responsibility of specific individuals, will be the responsibility of the Residents living in the Residence section, floor or house in which the damage, theft and/or loss occurred. The Resident understands and agrees that the costs for repairs, cleaning or replacement of University property will be divided and assigned to each applicable Resident and that the Resident shall pay their proportionate share.
13. The Resident accepts responsibility for obtaining appropriate and adequate insurance for fire, property damage, theft and general liability during the term of the Residence Agreement.
14. The Resident understands and agrees that Carleton University assumes no obligation or liability for lost, stolen or damaged items of personal property under any circumstance. Carleton University will not be liable, directly or indirectly, for any loss or theft of personal property or damage or destruction of personal property.
15. Requests to stay over winter break must come from the Resident via an application to stay in Residence. Buildings open over the winter break are Frontenac, Glengarry, Leeds, Lennox and Addington and Prescott Houses. The Resident may stay over the winter break if they register, receive approval and pay an additional flat rate fee.
16. The Resident shall not do or permit anything to be done in the Room or Building which:
 - a. is illegal;
 - b. is contrary to the Residence Standards or the University's policies;
 - c. is a nuisance or interferes with other resident's reasonable use and enjoyment of the Residence;
 - d. is a danger to anyone in Residence;
 - e. causes or could reasonably cause damage to a person or property in Residence.
17. The University may terminate this Agreement upon giving the Resident 72 hours' notice if:
 - a. the Resident ceases to be registered in courses at the University; or
 - b. the Resident fails to make any payment owing under this Agreement by the date on which it falls due.
18. Notwithstanding item 17, the University may choose to, and reserves the right to, terminate this Agreement by giving the Resident 24 hours' notice if the Resident breaches the Agreement and/or Residence Standards.
19. In the event of termination and unless the Agreement is terminated as per section 20, the Resident shall remain fully responsible for all residence fees as stipulated in section 20.
20. A resident who is unable to continue living in residence due to medical reasons, and/or exceptional circumstances beyond their control, may submit a written application, along with any applicable supporting evidence including medical documentation, to the University to request pro-rated refund of their residence fees. The application must be submitted within thirty (30) days of the Resident's withdrawal from Residence. Applications will be considered and determined by the University at its sole and absolute discretion.
21. Where this agreement is terminated:
 - a. the Resident shall pay to the University an administration and processing fee of \$700.00.
 - b. the University shall post a credit to the Resident's University student account for any amounts charged for the period after the date of termination or the date the Room was vacated (whichever is later), from which

the University may off-set any amounts owing to it by the Resident pursuant to clause (a). No credit of fees shall be granted after March 1, 2020.

- c. if the Residence Agreement is terminated for reasons related to conduct, the Resident shall be liable for the full amount of residence fees and shall not be entitled to a refund of any part thereof.
22. The University may in its sole discretion, where circumstances warrant, assign an alternate Room (and Building, where applicable) to the Resident. Within 24 hours after the University provides notice, the Resident shall vacate the first Room and occupy the reassigned Room.
23. Where the Resident does not vacate the Room in accordance with this Agreement, the Resident agrees that the University or its agents may enter and occupy the Room and that the Resident shall pay the University for any occupation of the Room beyond the date that they are required to vacate the room by this Agreement as well as the expense to remove any remaining contents.
24. The Resident understands that some buildings may contain a level of asbestos in building materials such as insulation, ceiling tiles, floor tiles and decorative coatings. When these building materials are intact and undisturbed, they pose no health risk since asbestos fibres are not released into the air. To prevent damage to potentially asbestos-containing materials, the Resident agrees not to stick, tack or nail any items to the walls, ceiling or floor in any room.
25. The Resident shall be issued a key, set of keys and/or a key card for access to the assigned Room. The Resident will also receive a Carleton University Campus Card that provides access to the assigned Residence.
26. The Resident accepts responsibility for the safekeeping of the keys and the access/Campus Card. The Resident agrees to report all lost or stolen keys, access/students cards to the Residence Desk within 24 hours of them being missing.
27. The Resident agrees to pay a key replacement and lock change fee of \$100.00 for each lost or stolen key. Afterhours calls to replace locks and keys on weekends may result in additional charges. The Resident agrees to pay a card replacement cost of \$20.00 for each lost or stolen access card.
28. The Resident agrees that keys and/or access/student cards will not be duplicated or transferred to other individuals.
29. All Residence keys and access cards must be returned when the Resident vacates the Room. Failure to return keys and access cards upon the end of the term of Residency will result in additional charges.
30. The Resident agrees to be accountable and responsible for the behaviour of their guests and to ensuring that guests observe the terms and conditions of this Agreement and the Residence Standards.
31. Each residence is associated with a specific non-refundable Residence Dining Plan. The Resident must subscribe to the plan associated with the room type to which they are assigned. Residence Dining privileges are for the exclusive use of the Resident paying fees and agrees that the dining privileges may not in whole or in part be transferred to any other individual's account in accordance with Canada Revenue Agency restrictions.
32. The Resident agrees and understand that Dining Plans will not be carried forward into the following academic year.
33. The Resident agrees and understands that the Residence Agreement and Standards apply in all Residence Dining Areas.
34. Rules and regulations pertaining to the usage of any Residence and the conduct of its occupants are formulated by the University. As the living accommodation is provided by Carleton University to its residents, all major questions relating to the living accommodations are decided after consultation with student representatives, and the living accommodations are not intended for year-round occupancy.
35. The Resident hereby acknowledges that the occupation of a Room in Residence is not governed by or subject to the provisions of the Residential Tenancies Act, 2006, S.O. 2006, c.1 as amended from time to time.