

# HOUSING CONTRACT

between:

**THE UNIVERSITY OF REGINA (the “University”)**

and

**THE RESIDENT (the “Resident”)**

**NAME**

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The University agrees to provide accommodation to the Resident for the room type, Housing Fee amount, and length of term as stated in the Resident’s Letter of Offer. This Housing Contract, together with Letter of Offer and the Housing Handbook made available to each Resident online, collectively constitute the terms and conditions of the Resident’s agreement with the University. In the event of inconsistencies between this Housing Contract, and the Housing Handbook, this Housing Contract shall govern the contractual obligations of the University and the Resident.

**By signing this contract, you are:**

- a. entering a legally binding contract with the University for accommodation in student Housing, managed and operated by Housing Services;
- b. incurring financial obligations to the University and agreeing to pay all amounts owing to the University under this Housing Contract without deduction, set-off or demand; and
- c. Confirming that you agree to comply with the terms and conditions as set out in this Housing Contract, the Letter of Offer and the Housing Handbook, a copy of which has been made available to you in electronic form.

## 1. The Term

By accepting an accommodation offer from the University, the Resident is entering a contract as follows:

Where the Letter of Offer states that the Housing Contract is for an eight (8) month academic year, **the Term shall begin on the scheduled move-in date set out in the Letter of Offer, and shall end 24 hours after the Resident’s last winter-semester exam, for-credit academic commitment, or April 27<sup>th</sup>, 2023 whichever occurs first.**

**Early Arrival:** Where the Resident applies, and is approved in writing, for an earlier arrival date than that set out in the Letter of Offer, the Term shall begin effective the date the Resident takes possession of the assigned room keys and signs this Housing Contract as set out below.

If the Resident requests to stay beyond the Fall/Winter academic period, the Resident may be required to change rooms as per section 3.a.

## 2. Eligibility for On-Campus Housing

During the Term the Resident must be and remain:

- a. registered as a full-time University of Regina student (in a minimum of 9 credit hours for undergraduate students and 6 credit hours for graduate students);
- b. registered full-time with another Saskatchewan post-secondary institution; or
- c. Have written approval of the University to live in Student Housing.

Residents who cease to be registered students, or are banned from Student Housing or the University, are not eligible for on-campus Student Housing.

## 3. Accommodation

### a. Room Assignment

The University will attempt to assign preferred room types as stated in the Resident’s application, however, this does not guarantee any particular type of accommodation. The University reserves the right, at any time, with or without notice, to assign a different room, unit, residence building, or roommate to consolidate vacancies or for any other purposes. In such cases, the Resident is responsible for the applicable fees of the new accommodation and any associated mandatory Dining Plan fees. The University is not responsible for any moving costs. The Resident may not change assigned rooms without the consent of the University. The assigned room may only be occupied by the Resident.

### b. Security Deposit

Upon receipt of the Letter of Offer, the Resident must pay a \$400 Security Deposit. Deposits must be received by the deadline specified in the Letter of Offer. The University reserves the right to offer the room to another applicant if the Deposit is not paid by the applicable deadline.

The Security Deposit is non-refundable after the date specified in the Letter of Offer. The Security Deposit, or a portion thereof, may be refunded or applied against the cost of cleaning, repairing damage to, or replacing missing items in, the assigned room, suite or Student Housing premises (including as described in the Housing Handbook)

**c. Move-In**

Residents may move into their assigned room on the date outlined in this Housing Contract. Residents are required to move in by the first day of classes, unless an alternate arrangement has been agreed to in writing by the University. If a Resident fails to move in by the first day of classes, without making prior arrangements, the Housing Contract may be terminated and the Security Deposit may be forfeited.

**d. Move-Out**

Residents are required to vacate, remove all belongings and clean the room/suite by the Check-Out Date specified in the Resident's Letter of Offer. Failure to do so, without the prior written consent of the University, will result in the Resident being liable to pay additional daily fees based on current Hospitality Services rates. The Resident is to leave the room/suite in the same condition as when the Resident moved in, with exception of reasonable wear and tear, determined solely at the discretion of Housing Services. If the University is required to clean, repair damage to, or replace missing items in the assigned room/suite or student Housing generally, other than what may be caused by reasonable wear and tear, the University may charge applicable fees as outlined in the Housing Handbook and/or withhold and apply the Security Deposit to such amounts. Any property left in the room/suite at the end of the Term will be considered abandoned. The University will remove and dispose of such property. The University will not be responsible for loss or theft of, or damage to, non-University property.

At the end of the Term, the Resident must check out at the Housing Services Office and return all keys and access fobs/cards. A Room-Condition-Report will then be completed by the Housing Services Staff after check-out, unless an appointment has been pre-arranged by the Resident to be present during the inspection.

**e. Use of Space**

- i. The Resident will use the room/suite for the purpose of a residence and for no other purposes. Residents are not permitted to engage in any commercial activity in assigned rooms, suites, or Student Housing premises without written permission of the University.
- ii. The Resident will not bring an animal or pet of any kind into Student Housing premises without prior written approval from the University; Residents must obtain prior written approval from the University for Service Animals.
- iii. The Resident shall not at any time during the Term, engage in offensive or illegal activities.

**f. Unauthorized Occupancy**

All of the rooms and suites within Student Housing are single occupancy only. Residents are not permitted to share assigned rooms or suites with any other person, with exception of occasional guests, in accordance with the policy set out in the Housing Handbook. Residents are not permitted to assign their rights under this Housing Contract, or sublet the assigned room or part of any suite.

**g. Terms and Conditions**

The Resident agrees to abide by all terms and conditions related to the use and occupancy of student Housing which may be made from time to time by the University including those set out in the Housing Handbook, all of which are incorporated by reference into this Housing Contract. A breach of any of such terms and conditions shall constitute a breach of this Housing Contract.

The Resident agrees to act in a responsible manner so as not to compromise his or her own safety or endanger the health or safety of others. The University reserves the right to determine what constitutes unsafe practices and the appropriate sanctions for Residents engaging in such practices.

**4. Dining Plans**

If the Resident occupies an assigned room type that requires a Dining Plan, the Resident shall be required to contract and pay for a Dining plan with the appointed University of Regina Food Service provider, under and pursuant to the Dining Plan Contract, which shall form a part of this Housing Contract.

**5. Contract Termination**

This Housing Contract shall remain in effect and binding for the full Term unless earlier terminated in accordance with the provision of this Housing Contract. The University is under no obligation to renew this Housing Contract.

**a. Termination by Resident**

The Resident may request to terminate this Housing Contract prior to the specified Check-Out Date, by submitting a Contract Cancellation Request Form to Housing Services by no later the last business day of the month preceding the month in which the Resident wishes to terminate the Housing Contract. Notice after the last business day of the month shall not be effective until the end of the following month. All Contract Cancellation Requests are subject to approval by Housing Services; only medical or academic reasons requiring withdrawal from courses will be considered and Residents are required to provide supporting official documentation for the request as outlined in the Housing Handbook. Residents who terminate their Housing Contract prior to the specified Check-Out Date will forfeit their Security Deposit.

**b. Room Abandonment**

Residents who cancel their Housing Contract without approval from Housing Services will be considered to have abandoned their room and will be charged the lesser of: a departure fee of \$1750.00, or, the remaining amount owed in accordance with their Housing Contract. Additionally, the Resident will forfeit their Security Deposit.

**c. Termination by the University of Regina**

The University reserves the right to terminate a Housing Contract at any time by providing 24 hours' notice to the Resident, including but not limited to:

- a. The Resident fails to pay Housing Fees or other amounts owed to the University by the applicable deadline (Security Deposit will not be refunded)
- b. The Resident no longer meets the Housing eligibility requirements (Security Deposit may be refundable)
- c. The Resident:
  - i. Breaches or contravenes any provision of this Housing Contract or the Housing Handbook; or,
  - ii. The University determines that the continued presence of the Resident in Student Housing premises is contrary to the best interests of other residents or the University generally, or the Resident is considered a risk of harm to another resident, student, staff, guest or the Student Housing premises. For further certainty, harassing or violent behavior will result in immediate eviction.

In each case the Resident will be required to vacate the room/suite and Student Housing premises immediately upon notice from the University. The Resident will forfeit their Security Deposit and will be responsible for all fees incurred up to the date of contract termination, including additional related Housing Fees that may be incurred following inspection of the premises.

**d. Survival of Terms**

All outstanding obligations of the Resident to the University under this Housing Contract shall survive the expiration of the Term or the termination of this Housing Contract.

**6. Payment and Fees**

Residents may pay Housing Fees at the Housing Services Office or online through the University of Regina Online Housing Services Portal. Payments are also accepted online via UR Self-Service, electronically via wire transfer payment (Flywire by peer Transfer), or in person at Financial Services. Note that online payments made through UR Self-Service, or at Financial Services, may be credited to towards any outstanding tuition balances, before being applied to Housing Fees.

**a. Housing Fees**

The Resident agrees to pay their Housing Fees on or before the first day of classes each semester, unless a Payment Plan has been agreed to in writing by the University. Payment Plans require submission of a Payment Plan Request via the University of Regina Online Housing Services Portal. Residents who do not pay their Housing Fees in full by the end of the first month each semester will be automatically be deemed to have opted into a monthly installment plan.

**b. Late Payment Fees**

A fee of \$25 will be assessed if a payment is not made by the applicable deadline. A \$25 late payment fee will also be assessed for each Payment Plan installment date that is not adhered to. Failure by the Resident to pay an installment as and when required may result in termination of the Payment Plan with all remaining Housing Fees being immediately due and payable in full.

**7. Maintenance and Service**

The University shall, except with respect to Student Housing premises that are destroyed to such an extent as to be uninhabitable: (a) maintain the Student Housing premises and keep them in a good state of repair and fit for habitation; (b) keep in a good state of repair all fixtures supplied by the University under this Housing Contract or that are added or substituted therefore, reasonable wear and tear thereto excepted; and (c) keep in a good, safe and tenantable state of repair all services for the Student Housing premises including heating and cooling, hot and cold water, power and other services installed in the Student Housing premises, and to be supplied by the University under this Housing Contract.

If the assigned room becomes uninhabitable by reason of fire, flood or other casualty not caused by the negligence of the Resident

or their guests, the Housing Fee shall be suspended until the assigned room has been restored to a habitable condition or the Resident is offered an alternate room. Nothing in this Housing Contract shall be construed, however, as requiring the University to repair, rebuild or restore the assigned room.

The University shall comply with all applicable legal requirements concerning health and safety relating to the Student Housing premises. The Resident shall give the University prompt notice of any defects or damage in the assigned room or suite.

## **8. Cleaning and Upkeep**

The Resident is responsible for the ordinary cleanliness of the interior of the assigned room and the common areas of the suite. The level of cleanliness must meet the standards of the University, which is at the discretion of Housing Services. Where the Resident fails to keep the assigned room or suite in a clean condition, or if the assigned room, suite or Student Housing premises are damaged by the Resident or any Guest, the University may arrange for the necessary cleaning or repair. The cost thereof shall be paid by the Resident immediately after receipt of a statement indicating the amount thereof, and failure to pay such amount shall be a breach of this Housing Contract. The University may apply the Security Deposit to the amounts owing in respect of necessary cleaning or repair. If the Security Deposit is insufficient to pay such costs the Resident shall remain liable to the University for any costs over and above the Security Deposit.

## **9. Right of Entry**

The Resident will permit the University, its employees and agents to enter the assigned room and the suite at all reasonable times:

- (a) for any purpose connected with the inspection, repair or improvement of the assigned room or the suite;
- (b) upon any room becoming vacant within the suite during the Term, for purposes of inspection and/or preparation of the space for a future occupant; and
- (c) to show the assigned room and the suite to prospective residents and potential roommates during the semester preceding the expiration of the Term.

Except (i) in cases of emergency (including health & safety concerns), (ii) submission of a maintenance request via online form, email, phone or in person at the Housing Services Office, or (b) and (c) the circumstances described above, Housing Services will provide the Resident with at least twenty-four hours written notice of the intent to enter the assigned room and/or suite.

Notwithstanding the above paragraph, employees of the University and its agents may enter the assigned room or suite at any time with the written or verbal consent of the Resident.

## **10. Disclosure of Personal Information**

The Resident hereby acknowledges and agrees that the University may, in accordance with applicable privacy legislation, release the Resident's personal information:

- (a) to the Resident's parents, guardian and/or designated emergency contact, in the event the Resident becomes seriously ill or is involved in an emergency (medical or other) and for the purposes of ensuring the Resident's safety and well-being (at the discretion of the University);
- (b) to the Resident's parents, guardian and/or designated emergency contact if the Resident is determined to be a risk to their own safety or the safety of others; and
- (c) to third party authorities if the Resident is involved in criminal activity or determined to be a risk to their own safety or the safety of others.

Other than as described above, and subject to any exemptions under *The Local Authority Freedom of Information and Protection of Privacy Act* (LAFOIP), Housing Services staff may not provide personal information about the Resident to third parties (including parents and/or guardians) without the Resident's consent (even where the Resident is a minor).

## **11. Liability and Insurance**

The Resident living on campus is required to carry tenant insurance. The Resident will automatically be opted into an insurance package provided by Marsh Insurance, unless alternate tenant insurance has been obtained by the Resident through another entity, satisfactory evidence thereof has been provided to Housing Services prior to September 15<sup>th</sup>, 2021 for fall semester and prior to January 15<sup>th</sup>, 2022 for winter semester, as per the Housing Handbook.

The Resident, along with all other residents of the suite, shall be jointly and separately liable for all damage caused by the assigned suite's residents or any of the suite's residents' guests, or by any person obtaining entry as a result of the suite's residents failing to keep the assigned room or suite locked.

The University shall not be liable for damage or injury to any person, or for loss or damage to property for any cause whatsoever, whether the same be caused by default or negligence of the University or of another resident, or any person, whether lawfully or unlawfully upon or within the Student Housing premises. The Resident shall indemnify and hold harmless the University 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 assigned room, the suite, the Student Housing premises or any shared or common areas.

Should the Resident become ill or injured, the Resident is responsible for their own care and/or finding the appropriate health service provider to assist him/her.

The University's claim for compensation for damages arising under this Housing Contract, may be determined or enforced by action in a court of competent jurisdiction, whether before or after the expiration or termination or expiration of this Housing Contract.

## 12. Notice

Any written information required to be communicated by the University/Housing Services to the Resident, or otherwise delivered by the University/Housing Services to the Resident on behalf of a third party, shall be considered adequately delivered if sent by prepaid mail or personal delivery to the other party at the following address:

UNIVERSITY – 3737 Wascana Parkway  
Housing Services, University of Regina  
Regina, Saskatchewan  
S4S 0A2

Resident – Name of RESIDENT  
University of Regina  
Regina, Saskatchewan  
S4S 0A2

## 13. Parent/Guardian

Where the Resident is under the age of 18 years this Housing Contract must be signed by the Resident and the parent or legal guardian of the Resident. The undersigned parent or guardian of the Resident hereby acknowledges full responsibility and liability for the covenants and obligations of the Resident as provided for in this Housing Contract including but not limited to the payment of all Housing Fees.

## 14. COVID-19 Release, Waiver, and Assumption of Risk

**PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY AS YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE UNIVERSITY OF REGINA**

(a) The Resident acknowledges that the Government of Canada, the Province of Saskatchewan, and local governments are responding to the World Health Organization declaration of a global pandemic in March 2020 by enacting a variety of statutory amendments, regulations, orders, by-laws, and public health initiatives and requirements.

(b) The Resident understands that the University is legally required to operate its residences in accordance with all applicable laws, and in compliance with the advice, recommendations and instructions of public health officials. As such, the Resident undertakes and promises to abide by the University's requirements and directions, as well as the advice of public health officials, in relation to the pandemic (including self-checks, practicing physical distancing, and other screening, cleaning and safety protocols).

(c) The Resident will immediately report to the Housing Office if they have been advised by a medical professional or a public health official to self-isolate or to be tested for COVID-19 and the Resident understands that this information may be shared with University staff on a need to know basis for health and safety and/or public health reasons. In either of these circumstances, the Resident shall comply with all University implemented COVID-19 protocols and policies for students living in Housing premises, and the Resident understands and agrees that failure to do so may result in termination of this Housing Contract and the Resident's removal from the Premises.

(d) The Resident is fully aware that residing in Housing premises carries with it certain inherent risks, dangers and hazards related to COVID-19 transmission ("**Inherent Risks**") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be exposed to or infected with COVID-19 or other communicable diseases (including sharing a room or suite with a roommate where social distancing is not possible); (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; (3) close proximity to or contact with surfaces, equipment, fixtures or other objects that may be infected with COVID-19 or other communicable diseases, despite the University's efforts, (4) inadequate safety measures or unsafe Premises, despite the University's efforts; and (5) injuries, illness and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, the Resident understands that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to

loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks.

(e) **Assumption of COVID-19 Risks: The Resident acknowledges and agrees that:**

(i) while the University has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the Housing premises, the University is not responsible in any manner for any risks related to COVID-19 in connection with the Housing premises (including the Inherent Risks).

(ii) COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death.

(iii) the Resident voluntarily accepts and assumes all risk of loss, personal injury, sickness, death, damage, and expense arising from contact with the virus that causes COVID-19, including the Inherent Risks.

(f) **Residents are deemed to acknowledge and agree that:**

(i) they will abide by all University procedures, policies, standards and instructions for health and safety on University campus, including in Housing premises. This includes, but is not limited to, any measures related to preventing or mitigating the spread of infectious disease or quarantining if a Resident is suspected of carrying an infectious disease;

(ii) **the University may, from time to time, impose additional rules, procedures and protocols as it deems necessary** or as it may be required to do by public authorities to mitigate against the risk of the spread and/or transmission of infectious disease, including COVID-19, on the University campus, including in Housing;

(iii) **they will comply with all such rules, procedures, and protocols** (including self-checks, practicing physical distancing, and other screening, cleaning and safety protocols) **and understands and agrees that failure to do so may result in termination of the Housing Contract and the Resident being required to vacate the Premises.**

Furthermore, the Resident represents and warrants that he/she does not suffer from any medical condition or disease that might in any way hinder or prevent them from living in the Premises, including COVID-19.

(f) **RELEASE AND WAIVER.** In consideration of the provision of space in Housing premises and other Housing services provided by the University of Regina the Resident hereby forever releases, waives, discharges, and covenants not to sue the University of Regina and its past, current, and future officers, directors, employees, volunteers, contractors, representatives, agents, successors, and assigns (collectively, the "**Releasees**") from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to COVID-19 and in connection with the Resident's entry into or use of the Housing premises, including any Inherent Risks that may have been caused by or contributed to by any failure to act (including negligence) of any one or more of the Releasees.

(g) This COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement set out in this section (referred to in this section as the "**Release and Waiver**") shall be binding on the Resident and their heirs, executors, administrators, successors, and assigns. The Resident expressly agrees that this Release and Waiver is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Release and Waiver is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Release and Waiver contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Release and Waiver may be executed, made, and delivered electronically.

**Resident:**

Print Name: \_\_\_\_\_

(Resident Signature) \_\_\_\_\_

Date Signed: \_\_\_\_\_

THE UNIVERSITY OF REGINA:

Per:  \_\_\_\_\_

Name: Ben Slowski  
Title: Manager, Housing Services

**Parent/Guardian:**

Print Name: \_\_\_\_\_

Relationship to Resident: \_\_\_\_\_

\_\_\_\_\_  
(Parent/Guardian Signature)

SAMPLE