

HOUSING CONTRACT

between:

THE UNIVERSITY OF REGINA (the “University”)

and

THE RESIDENT (the “Resident”)

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. **By entering your student ID number to accept the accommodation offer on the Housing Online Portal, 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 30th, whichever occurs first.
- Where the Letter of Offer states that the Housing Contract is for a four (4) month academic semester, 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 exam, for-credit academic commitment or the move-out date that is specified in the Letter of Offer, whichever occurs first. Four month contracts will only be offered for specific circumstances (ie. Exchange, ESL or graduating students) subject to the discretion and approval of the University.
- Where the Letter of Offer states that the Housing Contract is for a spring and/or summer Semester, the Term shall begin and end on the move-in and move-out dates set out in the Letter of Offer. **The Resident must give 30 days’ notice in order to cancel this contract before the move-out date, without penalty. Failure to provide 30 days’ notice of cancellation will result in a cancellation fee of one month’s Rental Fees** (actual amount of fee assessed will be based on the monthly rate of the room type assigned to the Resident at the time of cancellation).

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 by the University to live in student Housing

Residents who cease to be registered students, or are banned from Housing or the University, will not be eligible for student on-campus 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. Confirmation Fee and Security Deposit

Upon receipt of the Letter of Offer, the Resident must pay a \$400 Deposit as follows:

- a \$200 Confirmation Fee; and
- a \$200 Security Deposit

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 Confirmation Fee is non-refundable and secures the reservation, and will be applied by the University towards the total Housing Fees. 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 Housing premises (including as described in the Housing Handbook)

c. Move-In

Residents may move into their assigned room on the date outlined in the Letter of Offer. 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 Confirmation Fee and Security Deposit may be forfeited.

d. Move-Out

Residents are required to vacate, remove all belongings and clean the room/suite by the move-out date specified in the 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 Housing 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 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 Housing premises without written permission of the University.
- ii. The Resident will not bring an animal or pet of any kind into 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 Chartwells Food Services ("Chartwells"), under and pursuant to the Dining Plan Contract, which contract shall form a part of this Housing Contract.

Dining Plan fees are payable at the Housing Services Office during the first month of the academic term. Beyond that date, all fees must be paid directly to Chartwells or Luther College. Questions regarding Dining Plan cancellation, reimbursement and services can be made directly to Chartwells or Luther College.

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

A Resident may request to terminate this Housing Contract prior to the specified move-out date, by submitting a Contract Cancellation Request Form. This form must be submitted a minimum of 30 days in advance of the requested cancellation date. Cancellations are subject to the approval of the University. 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. The Resident will be responsible for all associated fees for his/her time in student Housing. (Security Deposit may be refundable).

b. Room Abandonment

Residents who cancel their Housing Contract without approval from Housing Services Management 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. (Security Deposit is not refundable).

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.
 - ii. the University determines that the continued presence of the Resident in 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 Housing premises. Harassing or violent behavior will result in immediate eviction.

(In each case the Security Deposit is not refundable, and the Resident will be charged for time living in Housing).

In each case the Resident will be required to vacate the room/suite and Housing Premises immediately upon notice from the University.

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 can pay Housing fees at the Housing Services Office. 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 may be credited to towards tuition balances, if owed, before being applied to Housing Fees.

a. Housing Fees

The Resident agrees to pay his/her 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 Form and provision of documentation demonstrating financial need. All Payment Plans are subject to approval by Housing Services Management.

b. Late Payment Fees

A fee of \$25 will be assessed if a payment is not made by the specified 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 Housing premises that are destroyed to such an extent as to be uninhabitable: (a) maintain the 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 Housing premises including heating and cooling, hot and cold water, power and other services installed in the 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 his/her 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 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 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 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 his/her own safety or the safety of others; and
- (c) to third party authorities and other University departments or services if the Resident is involved in criminal activity or determined to be a risk to his/her own safety or the safety of others.

11. Liability and Insurance

The University does not provide Residents with general insurance, liability insurance or property insurance for personal belongings. Residents are strongly advised to ensure all personal effects used or stored anywhere within the residential premises are covered by a private insurance policy.

The Resident, along with all other residents of the suite, shall be jointly and separately liable for all damage caused by the 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 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 Housing premises or any shared or common areas.


Should the Resident become ill or injured, the Resident is responsible for his/her 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. Parent/Guardian

Where the Resident is under the age of 18 years this Housing Contract must be signed by 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 fees.

THE UNIVERSITY OF REGINA:

Per: 
Name: Ben Slowski
Title: Manager, Housing Services