Residence Agreement
External

Preamble

The Canadian College of Naturopathic Medicine (CCNM) Residence Agreement is a legal contract that outlines the obligations of the Resident and Institution. Terms and conditions of this agreement are designed to facilitate a safe, respectful living environment, conducive to academic success. Residents are expected to respect the rights of others and conduct themselves in a manner that promotes this purpose. Residents are required to read and agree to the terms of this contract along with their application form. In addition, residents must initial each page in the bottom right hand corner.

CCNM residence is governed by the following documents:

- CCNM Residence Agreement - contractual agreement between each Resident and the College.
- Residence Community Standards - an outline of behavioral expectations for all residents and consequences of breaches of such standards.

The Residence Community is also subject to College policies as well as all provincial, federal and municipal laws.

The Resident hereby acknowledges the following:
This contract and the relationship between the Resident and the College are not subject to the provisions of the Residential Tenancies Act (Ontario) and amendments thereto. In this contract, The Canadian College of Naturopathic Medicine is referred to as "College" or “Residence” and the Resident is referred to as "Resident" or "Student".

Holidays
During the holidays, Residents are permitted to remain on campus; with the understanding there will be a reduced level of Housekeeping service, Residence Centre service, as well as the possibility of annual maintenance and repairs taking place. Security services will not be reduced during these periods.

Acknowledgement of Services and Responsibilities

The Resident acknowledges that the College provides living accommodations for independent students who are responsible and accountable for their personal needs and their interactions with their fellow residents. The College is responsible for the maintenance and operation of the residence, including security measures designed to enhance the safety of residents.

1.1 Conditions for Occupancy Eligibility: An individual may not be a Resident occupying a room in residence, unless:

- They have received a documented offer of admission to an accredited institution and are enrolled in a programme that consists of a minimum course load of fifteen (15) hours per week, or a full time student at a College or University level. The offer of admission must also indicate the start and completion date of the programme. The completion date of the programme (plus a maximum of 30 days) will be used to determine the departure date.

- They have completed all required portions of the Resident Agreement, the Residence Living Community Standards and paid in full all deposit and rent fees as stated in the Residence fees section.

- They have proof of Medical Insurance Coverage for the full period of stay in Residence or proof of Canadian Citizenship.

- They must be at least eighteen (18) years of age.

Any requests for extensions to the initially established departure date must be made in writing and be accompanied by documentation confirming the extended enrollment (with revised completion date) of the current programme being attended, or new documentation (see 1.1 / 1) of the new Institution and/or programme.

1.2 Force Majeure

Notwithstanding anything in this agreement, if the College is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required under this agreement (including without limitation, delivery of occupancy of the room) by reason of unscheduled staff absence, inability to procure material or services; power failure; act of God, or other reasons whether of a like nature or not, which is not the fault of the party delayed in performing work or doing acts required under the terms of this agreement, then the performance of that term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform that term, covenant or act within the appropriate time period after the expiration of the period of delay.

1.3 No Assignment

This agreement and the rights and privileges granted to the Resident under it are not assignable by the Resident and the Resident may not sublet the room. The Resident may not permit the use of the room by any other person other than a person authorized by the Residence Coordinator. The room or residence services/facilities including mailbox, internet, phones or data connection may not be used for any business use.

1.4 Room and Lounge Assignment

Residents are assigned to a particular room prior to move in and are required to use only the lounge and kitchen supplies to which they are assigned.

1.5 Income Tax

As we are a non-profit institution, we are not considered a designated residence and therefore not eligible for property tax credits. Students are not charged taxes on residence fees.

Residence Procedures

2.1 Move-In Procedures

The Resident must follow all move-in times, dates and procedures outlined by the Residence Coordinator. The Resident will be notified of the date and time that the resident may move into the room. Care is to be exercised in moving in personal belongings to avoid damage to floors, walls, doors, door frames, residence furniture and other parts of the Residence and College. The Resident shall be responsible to pay forthwith to the College, the cost of any damage to the Room, Residence or College arising from the move-in.

Upon arrival to the Residence, the Resident is to proceed directly to the Security office to receive the room access code, mail box key and a fob for internal access. A room evaluation form will be provided and must be returned to the Residence Centre the same day as the move-in. Failure to do so may nullify the Residence Agreement. The Resident must indicate on the room evaluation form, all damage to and deficiencies in the room and its furnishings, fixtures and equipment.

2.2 Move-Out Procedures

Residents must be fully vacated from their room no later than 11:00 AM on the day of their departure. A check-out list will be provided to the Resident two (2) days prior to the scheduled departure date. At this time, a refund form must be completed in order to allow Residence to refund the damage deposit back to a credit card (no cash refunds). These forms must be completed and returned to the Resident Centre prior to departure. Once received, an inspection of the room will take place once the Resident has vacated the room. Providing there are no violations or damage to the room observed by the inspection team, the designated portion of the deposit will be refunded to the Resident. Any violations or damages observed will be photographed and damage repair will be assessed to determine what portion of the deposit will be forfeited in order to enable repairs.

2.3 Early Departures

Residents wishing to move out prior to the date indicated on the Residence Agreement must provide 30 days' notice to the Resident Centre in an email sent to (residence@ccnm.edu). Failure to do so will result in either the charging of the months' rent to cover the absence of notice or the forfeiting of the deposit.

2.4 Summer / Extended Stay

Residents wishing to extend their stay, beyond the date indicated on the Residence Agreement should submit their request 30 days prior to their original departure date to the Residence Coordinator by email (residence@ccnm.edu). Approval for an extended stay will be based on room availability.

2.5 Room Reassignment

Residents requesting a relocation of rooms must submit their request in writing (residence@ccnm.edu) to the Resident Centre. A reason for the requested relocation must be included. Approval for the relocation is at the discretion of the Residence Coordinator. If approved, a $50 charge will be applied to the resident account for each move.

2.6 Mail and Deliveries

Residents are assigned a mailbox with a key for the duration of their stay in residence, if greater than one month.

Items too large for the mailbox will be held at Shipping and Receiving. A notice will be placed in the mailbox and items will be held for one (1) week, after which, a notice will be placed in their mailbox indicating that the package must be picked up by 2:00 PM within two (2) business days (a date will be specified) or the package will be returned as unclaimed.

Only mail addressed to the owner of the mailbox will be accepted. If the resident wishes to have mail redirected from a third party on a temporary basis, a request must be made in writing to the Residence Centre (residence@ccnm.edu) identifying the reason and the name of the individual whose mail will be directed to the residence mailbox. Approval for this exception is at the sole discretion of the Residence Coordinator.

The resident can also email the mailroom stating that someone else will pick up their package for them. They must state the person's full name in the email and the person must show proper identification along with a copy of the email (electronic phone copy is acceptable) to pick up the package.

The mailroom does not forward or hold mail or packages. The resident is responsible to ensure they retrieve their packages or mail before they move out or switch rooms. It is recommended that residents check their mailboxes at least weekly.

Please note that the mailroom cannot open mailboxes. Please see your RA for a detailed procedure should you need your mailbox opened.

Residence Facilities, Security, Maintenance and Services

3.1 Responsibility for Damages

At all times during their stay in residence, Residents must maintain the room and its furnishings, fixtures and equipment to the same standard and condition as exists at the time possession to the room is given to the resident, subject to normal wear and tear. The Resident will be liable for any damage to or deficiency in the room and its furnishings, fixtures and equipment, other than the damage and deficiencies noted on the room evaluation form. The Resident must give prompt written notice to the Residence

Centre of any accidents, damage, or malfunctions of any kind to the room, or its furniture, fixtures and equipment. Residents are not permitted to paint the room or attach anything to the surfaces that results in damages.

3.2 Liability of Resident

The Resident is liable for any damage to the building structure, fittings, finishes, furniture and equipment beyond the confines of the resident's room should the damage arise from the negligence or willful act of the resident.

CCNM and Residence do not assume any responsibility for personal property that is lost, stolen or damaged from any cause.

The resident should obtain their own insurance for any valuables contained in the room to cover the above liabilities. Residence does not purchase such protection for personal property.

The resident must also take positive steps to ensure their safety by locking room doors, and ensuring only authorized individuals enter the room and residence.

3.3 Damage to Common Areas

Residents are responsible for taking all actions associated with good citizenship, including reporting information about damages and vandalism, and those allegedly responsible for causing the damage. Common areas include and are not limited to; corridors, lounges, stairwells, laundry rooms, the exterior of room doors, parking lot, cafeteria and other public areas of residence and the college.

3.4 Room Inspection

The resident agrees to allow Residence and Security staff to conduct room inspections, to ensure appropriate community hygiene and safety standards are being maintained. Save and except in situations of emergency as determined in the absolute discretion of Residence and Security staff, the resident shall be provided with at least 24-hour prior notice in writing of the intent to inspect. Residents who wish to be present during the inspection must notify the Resident Centre. Effort will be made to provide a mutually agreeable time for the inspection, however, should an agreeable time not be reached, Residence and Security staff will enter the room without the resident present.

Should a room be found to not meet community hygiene/safety standards, the resident will, depending on the circumstances of the room, be given a period of time to bring the room back to acceptable standards or be advised that CCNM's Facilities staff will be required to conduct repairs to the room, or provide notice to the resident of intent to evict.

3.5 Room Entry

CCNM subscribes to the principle that Residents are entitled to enjoy a reasonable right to privacy in residence rooms. However, the resident acknowledges that Residence is entitled, without notice and without the Resident being present, to have Residence staff, Security staff, emergency services or the police enter the room under the following

conditions: (a) to provide emergency repair, that would otherwise result in significant damage to the room in question and neighboring rooms; (b) to ensure the safety and security of the Resident and/or when there is reasonable cause to believe that terms of this agreement and/or the law are being violated.

3.6 Maintenance

Throughout the year, Facilities staff will inspect, repair and replace elements of the residence in order to maintain a state of repair, complying with health, safety and fire standards as required by law. If any damage/repairs are noted in the resident's room, the washroom, lounge, kitchen or room, please report the repair request to the Residence Centre immediately.

3.7 Housekeeping

Housekeeping services will be provided to clean the kitchen area (not including personal resident belongings), lounge, washrooms and hallway areas on a regularly scheduled basis. Residents must ensure all counters, sinks, stoves and other appliances are cleared of any personal belongings when not using kitchen facilities. Cleaning resident rooms are the resident's responsibility.

3.8 Garbage, Recycling and Composting

Residents are expected to comply with and appropriately use all three methods of disposal.

3.9 Heating of Room

CCNM's heating system is sufficient to provide a comfortable temperature in the room. CCNM will operate, maintain and repair the heating system as required. Should heating problems be encountered, all efforts will be made to provide appropriate heat as quickly as possible. In no event however, is Residence liable to the resident for any consequential illness or discomfort and Residence shall not be deemed to be in default of its obligations under this agreement, so long as it is using reasonable efforts to have the system repaired.

3.10 Air Conditioning Units

CCNM provides a limited number of window air conditioning units throughout the residence. If you have an air conditioning unit in your room, there is a usage fee from May 1 – September 1. This fee is to recover the costs associated with running the air conditioning and is revised annually. CCNM reserves the right to ask you to change to another room or to remove the AC unit from your room if you are not using it.

If a resident is found to have placed their own air conditioning unit in their room, you will have 24 hours to remove the unit and repair any damages that resulted from the installation and a fine of $100 will be levied and withdrawn from your damage deposit. Continued use of the non-CCNM supplied air conditioning unit may result in eviction. Residents are advised that as a Naturopathic College we strive to be energy efficient, as such, we ask that resident turn of their air conditioning when leaving their room for extended amounts of time.

3.11 Decorations

Decorations are not allowed on the outside of the resident's room door. This could be a fire hazard. The only acceptable form of affixing items to walls is the use of white sticky tack or 3M command strips. Spikes, hooks, tacks or nails or any permanent adhesion material cannot be used in the room. The Residence Coordinator reserves the right to withhold all or a portion of the damage deposit in order to make any necessary repairs as a result of affixing items to the walls or ceilings, regardless of materials used to affix those items. The Residence Coordinator will require the removal of decorations both inside the room and outside on or around the room door if found to be offensive to others or hazardous to the resident and/or community.

3.12 Fragrance Free Environment

CCNM has a fragrance-free policy that extends to the Residence. Please take your cologne or perfume with you and apply it once you have left the building. When living in a communal living environment, it is important to be cognizant of other people's sensitivities.

3.13 Prohibited Items

Appliances and electrical devices such as, and not limited to, open plate stoves, toasters, toaster ovens, microwaves and air conditioning units (not installed by the college) are not permitted in the room. Only the refrigeration appliances supplied with the room are to be used. All Residence supplied electrical food preparation devices are to be kept in the kitchen / common lounge area.

Residents are responsible to utilize electrical outlets in the room in a manner that does not overload the capacity they are designed for.

The Resident may not install furnishings or equipment of any kind, including and not limited to shelving, light fixtures, satellite dishes or antennas without the prior consent of the Residence Coordinator. If any such equipment or device is discovered that has not been approved by the Residence Coordinator, the Resident will be required to remove it immediately, or if deemed hazardous, Residence staff will arrange to have it removed, without notice or liability to the College or Residence for any damage that might occur to the material being moved. The resident is responsible for all repairs and damage that has occurred as a result of the installation of furnishings or devices, even if having been approved by the Residence Coordinator. With the exception of service animals, no pets of any kind are permitted in residence.

Growing of marijuana (if/when legalized) is not permitted anywhere within the CCNM buildings or on CCNM grounds.

3.14 No Moving or Substitution of Supplied Furnishings

All furnishings and equipment supplied with the room shall be the responsibility of the Resident for the duration of their stay and shall not be removed from the room. Residents can use supplied furnishings only for their intended purpose.

3.15 Lounge Meetings

Lounge meetings will be held at least once per month. These meetings inform residents about upcoming events, changes in residence and lounge concerns and give residents a forum to voice their concerns and discuss solutions. You are required to attend these lounge meetings. If you are unable to attend you must notify your RA in advance so that you can be informed about residence updates.

3.16 Parking

Students are encouraged to apply for parking early. Parking is very limited at CCNM and there is often a waiting list. To be considered for parking, please see the Senior Front Desk Associate in the lobby. He can provide an application form which will be held on file until a spot becomes available. Payment for parking will be made directly to Canada Wide Parking. If a resident receives a parking violation invoice (ticket), they must contact Canada Wide directly at office@canadawideparking.com or at 416-221-1801.

3.17 Emergency Contacts

The Resident, in executing this contract, is required to provide emergency contacts and accepts the contact policy outlined below. It is strongly advised that these contacts be parents or legal guardians of the resident. In most circumstances, Residents will be treated without reference to their emergency contacts. Residence will utilize emergency contacts if a) a Resident requires hospitalization and Residence, to the best of their ability, determines the Resident is unable to initiate contact on their own. b) If it is deemed by Residence, through observation, or reports by classmates or residence neighbors, that the Resident is demonstrating behaviour that is believed to be detrimental / hazardous to their health or c) if it is reported by classmates and/or resident neighbors that the Resident has not been seen, without explanation for a period of time causing concern.

Freedom of Information

"I consent to the Residence and CCNM collecting and disclosing to each other personal information about me concerning any misconduct or alleged misconduct by me, or any misconduct of others reported or witnessed by me, for the purpose of Residence, and I consent to CCNM using that personal information to administer their respective rules of conduct and disciplinary proceedings. Personal information includes and is not limited to academic status and academic standing; personal information also includes exchanging student identification numbers and any photo identification."