

# GEORGE BROWN COLLEGE RESIDENCE TERMINATION AND CANCELLATION 2023/2024

The following information is directly quoted from section 8 of the Student Residence Agreement. The cancellation policy refers to residence fees and the deposit, which are detailed in **sections 2.02** and **2.03** of the Student Residence Agreement. **Section 8.06** explains the differences in the policy for students applying for specific terms (Fall and Winter, Winter only, and Spring/Summer only).

If you have any questions about the termination and cancellation policy please give us a call.

**2.02 Application Fee.** Prior to the Resident being accepted to The Residence, a non-refundable Application Fee of \$100 must be made. This Application Fee applies to each application and is not refundable in the event of cancellation or withdrawal of the Resident's application. The amount of the Application Fee is detailed in **Table 4**.

**2.03 Residence Fees.** The Resident must pay the "Residence Fees" in accordance with the Rates and Payment Schedules detailed in Table 4 for the right to occupy a Room during the Term. Tables 2, 3, and 4 also detail additional Fees that the Resident is subject to, including the cost of Extended Terms. If a hard copy of this Agreement is required by the Manager, the Resident is required to select one of the payment schedule options, by initialing their desired option.

**TABLE 4: Fees & Payments**

1. All rooms are shared occupancy with one other person of the same gender designated by the Manager.
2. The Application Fee for the Academic Year 2023-2024 is **\$100.00**
3. Academic Year 2023-2024 Payment Schedule Option (b) includes a **\$125.00** administration fee and Option (c) includes a **\$175.00** administration fee.

**Summer Semester 2023 Payment Schedule 2 Bedroom Suite**

- |     |   |
|-----|---|
| (a) | <b>\$ 3,700.00</b> payable on or before <b>April 15, 2023, at 5:00 p.m.</b> or  |
| (b) | <b>\$3,700.00</b> payable as to <b>\$925.00</b> on or before <b>April 15, 2023, at 5:00 p.m.</b> and as to <b>\$925.00</b> on or before <b>May 15, 2023, at 5:00 p.m.</b> and as to <b>\$925.00</b> on or before <b>June 15, 2023, at 5:00 p.m.</b> and as to <b>\$925.00</b> on or before <b>July 15, 2023, at 5:00 p.m.</b> |

**Academic Year 2023 2024 Payment Schedule 2 Bedroom Suite**

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|-----|---|
| (a) | <b>\$10,762.50</b> payable on or before <b>June 12, 2023, at 5:00 p.m.</b> or   |
| (b) | <b>\$10,887.50</b> payable as to <b>\$6,804.70</b> on or before <b>June 12, 2023, at 5:00 p.m.</b> and as to <b>\$4,082.80</b> on or before <b>November 9, 2023, at 5:00 p.m.</b> or  |
| (c) | <b>\$10,937.50</b> payable as to <b>\$4,101.60</b> on or before <b>June 12, 2023, at 5:00 p.m.</b> and as to <b>\$4,101.60</b> on or before <b>September 25, 2023 at 5:00 p.m.</b> and as to <b>\$2,734.00</b> on or before <b>January 22, 2024, at 5:00 p.m.</b> |

**Winter Semester 2024 Payment Schedule 2 Bedroom Suite**

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|-----|---|
| (a) | <b>\$5,381.25</b> due <b>December 04, 2023, at 5:00 p.m.</b> or if accepted after <b>December 4, 2023</b> payment is due <b>immediately</b> . |
|-----|---|

**Customized By Manager Winter Semester 2023 Payment Schedule \_\_\_\_\_**

- |     |   |
|-----|---|
| (a) | <b>\$ _____</b> , payable on or before _____, <b>20__</b> at <b>5:00 p.m.</b> or  |
| (b) | <b>\$ _____</b> , payable as to <b>\$ _____</b> on or before _____, <b>20__</b> at <b>5:00 p.m.</b> and as to <b>\$ _____</b> on or before _____, <b>20__</b> at <b>5:00 p.m.</b> and as to <b>\$ _____</b> on or before _____, <b>20__</b> at <b>5:00 p.m.</b> |

**8.01 Termination by the Manager.** This Agreement may be terminated by the Manager if: (a) the Resident fails to check into their assigned Room within five (5) days of the first day of the Semester; (b) the Resident abandons their Room as detailed in **section 8.03** of this Agreement; (c) the Resident decides not to accept the Room they were assigned, or any alternate rooms offered to them during the course of this Agreement; or (d) the Resident violates any of the terms of this Agreement, including violations of the Residence Community Living Standards or Institution Standards. Written Notice of Termination of Residency will be delivered to the Resident, and if necessary, the Manager may notify the Primary or Secondary Contact by phone or e-mail of the termination of the Resident's residency. If the Resident is unavailable to receive service of the notice in person, then delivery of the notice to the Resident's

Room shall be deemed proper service and delivery. The Resident will be allowed 24 hours from the date and time of delivery of the Notice of Termination of Residency to fully vacate and remove all personal belongings from the Residence.

**8.02 Termination or Cancellation by the Resident.** Cancellations occur prior to the Resident occupying the Room. If the Resident wishes to cancel this Agreement or their residence application, the Resident must notify the Manager in writing via the online residence cancellation process prior to occupying the Room. Withdrawals occur after the Resident has occupied the Room. If the Resident wishes to withdraw from Residence, the Resident must complete a Residence Withdrawal Form and return it to the Front Desk within 5 business days of the anticipated departure date. Please note that the Residence operates independently from the Institution and if the Resident cancels their application or enrolment at the Institution, they will also need to cancel their Residence application. Refunds will be issued by the Manager as detailed in **section 8.06**.

**8.03 Abandonment.** If the Resident vacates the Room for a period greater than 15 days prior to the expiry of the Term without the Manager's prior Agreement, the Room will be deemed abandoned by the Resident. In that event, the Manager may (i) repossess the Room without liability to the Manager, and (ii) enter into an Agreement for the occupancy of the Room with a third party.

**8.04 Termination Procedures.** Upon the termination of the privileges of this Agreement, the Resident shall vacate the Room within the time frame given, and deliver to the Manager vacant possession of the Room together with all of the furnishings, fixtures, appliances and telephone of the Residence, and the furnishings and fixtures shall be in good condition, with reasonable wear and tear excepted. The Resident will follow the Move-out Procedures explained in **section 3.02** of this Agreement and all additional directions communicated by the Manager.

**8.05 Failure to Vacate.** If the Resident does not vacate the Residence on the expiry or early termination of this Agreement, (i) the Resident is liable for any financial loss sustained or incurred by the Institution or the Manager, and (ii) the Manager may remove the property of the Resident from the Room (whether or not the Resident is present at the time), and place the property in temporary storage in a location in the Residence of the Manager's choice, at the Resident's expense, without notice to the Resident and without liability to the Manager for any damage to or loss of the Resident's property.

**8.06 Refund Procedures.** Upon the termination of this Agreement or residence application by the Resident, as detailed in section 8.02, the Residence may be entitled to a partial refund of Residence Fees, without interest, within eight (8) weeks of the Resident vacating the Residence or cancelling their residence application. The refund will be in the form of a cheque mailed to the Resident's permanent address on file in the Resident's name only. If a student requires a cheque to be reissued as a result of the resident not providing an updated address prior to vacating residence and/or canceling their residence application, a charge of \$50 may be applied. Refunds are issued based on the following:

**8.06 (a) Academic Year 2023-2024 Applications/Agreements (Detailed in Table 5)**

- I. If the Resident's written cancellation request is received by the Residence Manager on or before **June 12** (Deadline 1), whether the Resident has been accepted into Residence or not, the Resident will receive a full refund of the Deposit and any Residence Fees paid to date.
- II. If the Resident has been accepted into Residence and the Residence Manager receives the Resident's written cancellation request after **June 12** (Deadline 1) but on or before **July 14** (Deadline 2), then the Resident will be charged a cancellation fee of \$500.
- III. If the Resident is on the wait list for Residence and the Residence Manager receives a written cancellation request before the Resident is accepted to Residence, then the Resident will be refunded in full any Residence Fees paid to date.
- IV. If the Resident is on the wait list and a space becomes available after June 12 (Deadline 1), the Resident will be offered a space in Residence and asked to confirm the status of the Resident's Residence acceptance within 24 hours. After confirmation to the Residence, all regular cancellation policies and payment deadlines apply.
- V. If the Resident has been accepted into Residence and the Residence Manager receives the Resident's written cancellation request after July 14 (Deadline 2), but on or before the first day of the Term (Deadline 3), then the Resident will be charged a late cancellation fee. The cancellation fee will be equivalent to 30 days of Residence Fees. Any Residence fees paid will be refunded less any damages, charges or money owing to the Residence.
- VI. If the Residence Manager receives the Resident's written cancellation request after the first day of the Term (Deadline 3) and on or before November 13 (Deadline 4), then the Resident will be charged for each day they occupy a Residence room plus a cancellation fee. The Resident must complete all Move-out Procedures detailed in section 3.02 before cancellation fees and refunds will be assessed and issued. The cancellation fee will be equivalent to 60 days of Residence Fees. If applicable, any Residence Fees will be refunded less any damages, charges or money owing to the Residence.
- VII. If the Residence Manager receives the Resident's written cancellation request after November 13 (Deadline 5), then the Resident will be charged for each day they occupy a Residence room plus a cancellation fee. The Resident must complete all Move-out Procedures detailed in section 3.02 before cancellation fees and refunds will be assessed and issued. The cancellation fee will be equivalent to 90 days of Residence Fees. If applicable, any Residence Fees will be refunded less any damages, charges or money owing to the Residence.

**8.06 (b) Summer Semester 2023 and Winter Semester 2024 Applications/Agreements (Detailed in Table 5)**

- I. If the Resident's written cancellation request is received by the Residence Manager on or before Deadline 1, whether the Resident has been accepted into Residence or not, the Resident will receive a full refund of any Residence Fees paid to date.
- II. If the Resident is on the wait list for Residence and the Residence Manager receives a written cancellation request before the Resident is accepted to Residence, then the Resident will be refunded the in full any Residence Fees paid to date.
- III. If the Resident is on the wait list and a space becomes available, the Resident will be offered a space in Residence and asked to confirm the status of the Resident's Residence acceptance within 24 hours. After confirmation to the Residence, all regular cancellation policies and payment deadlines apply.
- IV. If the Resident has been accepted into Residence and the Residence Manager receives the Resident's written cancellation request after Deadline 1, but on or before the first day of the Term (Deadline 2), then the Resident will be charged a late cancellation fee. The cancellation fee will be equivalent to 30 days of Residence Fees. If applicable, any Residence Fees will be refunded less any damages, charges or money owing to the Residence.
- V. If the Resident has been accepted into Residence and the Residence Manager receives the Resident's written cancellation request after the first day of the term (Deadline 3) then the Resident will be charged for each day they occupy a Residence room plus a cancellation fee. The cancellation fee will be equivalent to 90 days of Residence Fees. If applicable, any Residence Fees will be refunded less any damages, charges or money owing to the Residence.

**TABLE 5: Refunds, Cancellation Fees, and Deadlines**

Late applicants will be subject to the same cancellation deadlines outlined below. The cancellation date is the date the student vacates the Residence.

Terms		Deadline 1	Deadline 2	Deadline 3	Deadline 4	Deadline 5
<b>Summer Applications &amp; Agreements</b>	<b>Date</b>	On or before April 3	After April 3 On or before Move-In Day	After Move-In Day		
	<b>Fee</b>	Full refund of Deposit and Residence Fees.	Residence Fees refunded.  Cancellation Fee equivalent to 30 days of Residence Fees.	Charged for each day they occupy a Residence room plus a cancellation fee equivalent to 60 days of Residence Fees.		
<b>Academic Year Application &amp; Agreements</b>	<b>Date</b>	On or before June 12	After June 12 On or before July 14	After July 14 On or before Move-In Day	After Move-In Day On or before November 13	After November 23
	<b>Fee</b>	Full refund of Residence Fees.	Residence fees refunded less Cancellation Fee of \$500.	Residence Fees refunded. Cancellation Fee equivalent to 30 days of Residence Fees.	Charged for each day they occupy a Residence room plus a cancellation fee equivalent to 60 days of Residence Fees.	Charged for each day they occupy a Residence room plus a cancellation fee equivalent to 90 days of Residence Fees.
<b>Winter Applications &amp; Agreements</b>	<b>Date</b>	On or before November 27	After November 27 On or before Move-In Day	After Move-In Day		
	<b>Fee</b>	Full refund of Residence Fees.	Residence Fees refunded.  Cancellation Fee equivalent to 30 days of Residence Fees.	Charged for each day they occupy a Residence room plus a cancellation fee equivalent to 60 days of Residence Fees.		

**8.07 Payment after Notice of Termination.** The Manager's acceptance of any payment of arrears or of any other payment for the use or occupation of the Room, after delivery of a notice terminating this Agreement to the Resident, does not operate as waiver of a notice of termination, nor reinstatement of this Agreement.

**8.08 Binding Effect.** Each reference in this Agreement to the Manager, the Institution, and the Resident includes their respective heirs, estate trustees, legal representatives, successors and assigns, as applicable.