

# TERMINATION AND CANCELLATION

**McGill Residence**  
**1055 Campus Drive**  
**Kamloops, BC V2C 6N2**

**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 telephones 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 will be applied. Refunds are issued based on the following:

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

- (i) If the Resident's written cancellation request is received by the Residence Manager prior to **June 15 (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 15 (Deadline 1)** but on or before **August 1 (Deadline 2)**, then the Resident's Deposit will be forfeited. The Resident will receive a full refund of any Residence Fees paid to date.
- (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 the full Deposit.
- (iv) If the Resident is on the wait list and a space becomes available after **June 15 (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 **August 1 (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 **45 days** of Residence Fees. The Deposit 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 15 (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. The Deposit 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 15 (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. The Deposit will be refunded less any damages, charges or money owing to the Residence.

**8.06 (b) Winter and Summer 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 the Resident's Deposit and 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 full Deposit.
- (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 **45 days** of Residence Fees. The Deposit 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 **60 days** of Residence Fees. The Deposit will be refunded less any damages, charges or money owing to the Residence.

<b>TABLE 5: Refunds, Cancellation Fees, and Deadlines</b>						
Late applicants will be subject to the same cancellation deadlines outlined below. The cancellation date is the date the student vacates the Residence.						
<b>Terms</b>		<b>Deadline 1</b>	<b>Deadline 2</b>	<b>Deadline 3</b>	<b>Deadline 4</b>	<b>Deadline 5</b>
<b>Summer Applications &amp; Agreements</b>	<b>Date</b>	On or before April 1	After April 1 On or before Move-In Day	After Move-In Day		
	<b>Fee</b>	Full refund of Deposit and Residence Fees.	Deposit and Residence Fees refunded. Cancellation Fee equivalent to 45 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 15	After June 15 On or before August 1	After August 1 On or before Move-In Day	After Move-In Day On or before November 15	After November 15
	<b>Fee</b>	Full refund of Deposit and Residence Fees.	Forfeit Deposit.	Deposit and Residence Fees refunded. Cancellation Fee equivalent to 45 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 December 1	After December 1 On or before Move-In Day	After Move-In Day		
	<b>Fee</b>	Full refund of Deposit and Residence Fees.	Deposit and Residence Fees refunded. Cancellation Fee equivalent to 45 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.