Residence Agreement, Code of Conduct and Disciplinary Procedure

2018-2019
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Residence Agreement 2018-2019

The Residence Agreement contains important legal terms and conditions about your rights and responsibilities while living in residence. Please read them carefully.

The construction, renovation or repair in residence, or in the vicinity of the residences, is necessary for the evolution of the campus and community and may cause noise and inconvenience for some or all residents. The University will not offer residence fee adjustments or any other compensation for the inconvenience resulting from such work.

Upon acceptance of this Housing Offer, you agree to abide by the terms and conditions set out below while responsible for a room in any residence or house managed by Housing Service (herein after referred to as “HS”).

1. **STUDENT STATUS:** With the exception of the summer occupancy period, you agree that to occupy a room in residence, you must maintain full-time student status throughout the duration of this Agreement. You agree to immediately notify HS if there is a change in your student status.

2. **CODE OF CONDUCT AND DISCIPLINARY PROCEDURE:** The Housing Offer, the Code of Conduct and Disciplinary Procedure as well as any other HS or University rule, regulation, policy or procedure, form an integral part of this Agreement. Any violation will be dealt with according to the disciplinary procedure, the appropriate University policy or the applicable law. Your agreement will not be renewed if you do not abide by the Code of Conduct, HS or University rules, regulations, policies or procedures. The fees incurred by a breach of this Agreement or the Code of Conduct and for interventions and investigations carried out by University services will be charged to the resident at fault.

3. **TERM:** The term of this Agreement is as stated in the Housing Offer. The term may commence before the term set out in the Housing Offer at the sole discretion of HS and you accept that all terms and conditions outlined in this residence agreement apply from the moment HS grants you access to a room. You may be charged additional fees. This Agreement does not guarantee an extension of the term or an agreement for the next academic session or year.

4. **FEES:** You agree to pay, according to the dates specified in your Housing Offer and the Residence Agreement and the code of Conduct and Disciplinary Procedure:

   A) the residence deposit;
   B) all residence fees, including administrative fees;
   C) the membership fee to the Residents’ Association of the University of Ottawa (RAUO); and
   D) any other amount charged by HS concerning your occupancy.

   You also agree to pay, upon request by HS, any additional costs charged to you due to a breach of this Agreement or the Code of Conduct as referred to in paragraph 2. All payments are to be made payable to the “University of Ottawa”.

   If you move out of residence before the end of your agreement term without an approved agreement termination which complies with regulations, the residence fees for the remaining period of your Agreement must be paid. The University reserves the right to assign all amounts paid in advance (including, but not limited to academic fees) towards this debt. HS may refund your residence fees at a later date if you are replaced in accordance with approved procedures before the end of your agreement term; this adjustment will be based on the remaining period of residence less any applicable administrative fees.

5. **LATE PAYMENT/RETURNED CHEQUES/OUTSTANDING DEBT:** If you pay your residence fees after the deadline, late payment charges ($25) apply for each session. Daily interest is applicable to all outstanding
balances. If for any reason your financial institution returns your cheque you must pay this amount as well as the applicable administrative fees and daily interest. Personal cheques will not be accepted to pay this debt. If you have an outstanding balance, you will not be able to register for the following session. In accordance with University policy, your academic documents and/or diploma will be withheld until you have paid all outstanding residence fees. Your agreement may not be renewed if, during your stay in residence, there have been irregularities in your payments. “Irregularities” means returned cheques, late payments and/or outstanding debt.

6. **IF YOU CANCEL YOUR RESIDENCE AGREEMENT ON OR BEFORE AUGUST 15, 2018:** You can cancel your agreement before or on August 15 at the latest by signing into the Housing Portal via your uoZone account and clicking on the “Cancel Residence Agreement” button. You will be able to view your approved cancellation by returning to the Housing Portal once a HS representative has provided cancellation confirmation. For returning students: before March 31, 2018, you will receive a full refund minus a $75 administrative fee. No refund is possible after March 31, 2018. For newly admitted students: before June 10, 2018, you will receive a full refund minus a $75 administrative fee. A $350 refund is applicable from June 11 to July 5, 2018 inclusively, and no refund is possible after July 5, 2018. As of August 16, 2018, the termination conditions stipulated in clause 7 are applicable.

**INTERNATIONAL STUDENTS:** if you have accepted your housing offer and are awaiting a study Visa and you have not received your Visa confirmation by August 15, 2018, you must cancel your residence agreement by this date; otherwise, the termination conditions stipulated in clause 7 are applicable.

For students with offers that begin only in the winter session: You can cancel your agreement before November 30, 2018, at the latest by signing into the Housing Portal via your uoZone account and clicking on the “Cancel Residence Agreement” button. You will be able to view your approved cancellation by returning to the Housing Portal once a HS representative has provided cancellation confirmation. You will receive a full refund minus a $75 administrative fee. There will be no refund possible for any deposits paid after this date.

7. **IF YOU WANT TO TERMINATE THIS AGREEMENT:** Effective August 16, 2018, for offers starting in the fall and December 1, 2018 for offers starting in the winter, you are responsible for paying your residence fees. You may request termination of your Residence Agreement effective on the last day of the month following a minimum 30 day notice. For HS to terminate your agreement, you must:

1) fill in and submit the on-line request for termination form and provide all other pertinent documents;
2) find as a replacement a student meeting the academic eligibility criteria and HS’s conditions;
3) pay administrative fees of $75; and
4) have paid your debts to HS or have made financial arrangements for payment with HS.

**Your replacement must:**

A) pay a $700 reservation deposit to HS and sign the Residence Agreement;
B) study full-time at the University of Ottawa;
C) have no disciplinary record;
D) have paid his/her debts to the University or be able to do so immediately;
E) be of the same gender as you if you share a double occupancy room, live in a room located on a non-coed floor (traditional residence), share a unit at the Friel, Henderson or 90 University residences;
F) have found a replacement for his/her room if he/she is a University of Ottawa resident. In this case, your replacement must follow the procedure described above before replacing you.
A resident wanting to be considered for termination of his/her residence agreement for medical reasons must provide a medical certificate for consideration by a HS review committee in consultation with the University of Ottawa Health Services and/or other appropriate campus services. A medical certificate does not provide automatic approval of your termination request and should the request be rejected, the termination conditions outlined above will apply.

**IMPORTANT:** Terminations are not retroactive. No matter the reason for the termination request, until you have HS’s written termination confirmation, you are responsible for paying your residence fees. Once replaced, your account will be adjusted accordingly.

8. **TERMINATION BY HOUSING SERVICE:** The HS director may, at his/her own discretion, terminate your Agreement should one of the following occur: (a) you have not maintained your full-time student status; (b) you failed to comply with this Agreement, the Code of Conduct, any HS rule or regulation, or any University policy or procedure; (c) you have abandoned the room; (d) you did not pay the residence fees or other amounts owing to HS before or on the deadline set by HS for payment; (e) you neglect your personal hygiene or neglect to clean your room/unit to reasonable standards, making it difficult for others to share your room/unit or for general maintenance to be done; (f) the residence building is deemed uninhabitable due to fire damage or any other reason or (g) the Director of HS believes that termination would be in the best interest of the resident or the University/community. HS may inform the appropriate University authorities of the termination, including the dean of your faculty.

In case of termination for reasons (a), (b), (c), (d), (e); or (g), you are responsible for payment of the residence fees until the end of the Agreement period if you have not been properly replaced and/or for payments of all costs associated with the termination including but not limited to costs for lock change, vacancy and room/unit cleaning as well as costs related to repairs of damages in your room/unit or in the common areas of the residences. In the case of termination for reason (f), HS will refund an amount equal to the paid remaining period of your stay. You agree that the University will have no further obligation.

9. **OBLIGATION TO VACATE UPON TERMINATION (REGULAR END OF AGREEMENT OR EARLY TERMINATION):**

   A) Upon termination of this Agreement, you must vacate the room/unit and return all keys, fobs and/or access cards to HS (and not transfer them to your replacement) on or before the specified date. If you don’t hand in your keys, fobs and/or access card, you will be responsible for paying for the keys, lock and card/fob replacement.

   B) You must leave your room in a condition that HS deems clean and in good order.

   C) You are responsible, at your own expense, for making your own moving and storage arrangements.

   If you fail to vacate your room/unit by the specified date, HS will enter it, expel occupants and, at your expense, on or after your Agreement termination date, will throw away all property left in the room/unit. HS does not accept responsibility for the property abandoned in residence/the room/the unit. You must also pay the University for all expenses and intervention costs incurred by the incoming student if he/she cannot move in as planned.

10. **ROOM CHANGE AND ASSIGNMENT:** If you live alone in a double occupancy room or shared unit, HS reserves the right to consolidate vacancies from within the residence community to avoid vacant beds. Before move in, the consolidation process will be completed at HS’ discretion and the resident will receive a new offer in the Housing Portal. The new Housing Offer must be accepted before the resident can move in to residence. Following move in, residents will be notified in advance that consolidation will be taking place and all details concerning the consolidation process and procedures will be provided to residents. The consolidation process may involve moving to a new room or having someone move into your room.
If HS is unable to assign you a roommate or a person to replace you because of your conduct, the state of cleanliness of your room/unit or problems regarding your personal hygiene, you will be charged the cost of the vacancy until there is a successful assignment of a new roommate, or HS may terminate your Residence Agreement. You will also be charged the cost of the vacancy if the newly assigned student refuses to move in or moves out for one or more of these reasons.

You may request a room change but it is conditional on availability and is at the sole discretion of HS. If you are granted a room change, an administrative fee will apply, and additional fees associated with the room change may apply. HS reserves the right to impose a room change in cases where a room change would be in the best interest of the residence community. In case of emergency, HS may temporarily reassign you elsewhere, according to room availability and without offering residence fee adjustments or any form of compensation (financial or other). You may remain in this temporary room until the problem has been solved.

11. NO ASSIGNMENT: HS reserves the right to assign students according to their level of study. You cannot assign or transfer your rights and obligations under this Agreement, and you are not authorized to sublet your room or unit at any time unless you live in Brooks, Hyman Soloway, 45 Mann or the Annex residences and then, only during the spring and summer sessions, May-August. You can sublet at Brooks, Hyman Soloway 45 Mann or Annex during one session of the academic year only if you are participating in an exchange program, completing a work term or have submitted to HS a letter from your department or faculty to explain the academic reason motivating your temporary sublet.

Subletting at Brooks, Hyman Soloway 45 Mann or Annex: You may temporarily leave your unit during the spring and summer sessions without terminating your agreement if you find another person to occupy your room. The temporary occupant must meet the following conditions:

A) fulfill the eligibility criteria;
B) live elsewhere than at Brooks, Hyman Soloway, 45 Mann or Annex;
C) not have obtained the termination of his/her Residence Agreement for Brooks, Hyman Soloway 45 Mann or Annex that would have covered the same occupancy period;
D) have received HS’s permission to live in residence for the period specified in the sublet agreement; and
E) abide by all HS or University rules, regulations, policies and procedures.

You agree to return to HS all keys, fobs, and/or access cards for the replacement period. You are, however, responsible for payment of the residence fees, the condition of your room and unit and any damages that are done by the temporary occupant.

12. REQUESTS FOR SUPPORT AND ADAPTIVE MEASURES: If you are seeking support or adaptive measures arising from your disability or medical condition, you must submit to HS information and documentation signed by the health care provider who has treated the specific condition for the purpose of assessing need and adaptive measures required to live in residence. You also consent that HS may share such information and documentation with the appropriate internal or external resources that are required for a complete assessment. You understand that making a request and providing this information does not necessarily mean that you may be able to stay in residence if your needs for support and adaptive measures exceed the resources available within the residence community or affect the health, safety and/or well-being of yourself or other residents.

Animals are not permitted in residence with the exception of service or emotional support animals. Intervention costs related to an animal will be charged to the resident(s) at fault. Due to the communal
nature of residences, before bringing your animal into residence, you must submit the necessary supporting documentation requested by HS and receive HS’ approval. Failure to do so may result in additional costs to you including but not limited to intervention costs or costs related to relocating another resident that is impacted by the animal. If you receive approval for a service or emotional support animal, you are responsible for the animal’s behaviour, cleanliness, grooming, health, and disposal of all waste. The animal must be controlled by you at all times. HS reserves the right to re-locate you, at your expense, to another room in residence or to another residence if the presence of the service animal negatively impacts other residents.

13. ROOMMATE/GENDER/DISCLOSURE OF INFORMATION: All genders can share the same unit in a house or in the Brooks, Hyman Soloway, 45 Mann and Annex residences. Although your unit may be occupied by a single gender, if a vacancy arises, HS reserves the right to assign the room to a student of any gender.

To facilitate contact and to make practical arrangements, HS may supply you with the contact information of the person you will be replacing and the students with whom you will be sharing the unit. Your contact information may also be supplied to these students. Consequently, unless otherwise stipulated, when you apply for housing, you authorize HS to disclose your name, telephone number and email address.

14. GUESTS, HOSTING AND COHABITATION: To ensure everyone’s safety, non-residents (including residents visiting from other residences) must be accompanied at all times by the resident hosting them. Non-residents are expected to abide by HS policies, which include laws, bylaws, and University policies. The hosting resident is responsible for the actions of his/her guests. If the presence of a guest becomes a problem or is the subject of a complaint, he/she may be required to leave the residence. Please note that promoting an event in residence or being a bystander where non-residents are present constitutes hosting. If you notice a suspicious person in residence, including anyone whom you or your community do not want to be held responsible for, you should notify a person in authority in order to have that person removed.

HS may enforce particular sign-in procedures or prohibit guests altogether during certain periods or for certain events (such as move-in weekend and welcome week) in accordance with the established policy. The maximum number of persons allowed in a bedroom at any time is two (2), unless it is a double bedroom in which case the maximum is four (4). Overnight guests who stay for more than three (3) consecutive days or four (4) non-consecutive days in the same month may be deemed to be “cohabiting”. In this regulation, “cohabiting” means sharing an individual room or shared quarters with a guest, a practice which is prohibited.

A person living in a room/unit without HS’s authorisation and/or any resident at fault for cohabiting will pay significant financial penalties (up to a session of residence fees) and may be expelled from residence. You are expected to observe the guest protocol at all times, and HS reserves the right to impose further rules regarding guests to ensure safety in residence.

15. CONDITION OF ROOM/INSPECTION: Your residence building may have building materials that do or are likely to contain asbestos. You must not use any hooks, screws, nails, thumbtacks or any permanent fastening device used to affix items to the walls or hang items from the ceiling of your room or in the common areas. No drilling, nailing, or screwing into the walls, ceilings, or floors is allowed so that if there are any building materials that contain asbestos, they remain safely encapsulated. If a ceiling, wall or floor is damaged, contact Housing Services at 613-562-5885 or visit 90U reception to report the damage and do not try to clean up or remove any debris yourself. Within 24 hours of your move in, you must submit a maximowork request identifying any existing damages or deficiencies within your room. If you are unable to submit a maximowork request please report damage or deficiency to reception and they will complete one on your behalf. You must not paint or in any way mark or deface any part of your room, the common area of a unit.
or any other common area of the residences. You must keep your room and all common areas clean and in good order and condition. The University will inspect your room and the common areas regularly. Appliances and washrooms of the Brooks, Hyman Soloway, 45 Mann and Annex units will be cleaned between mid-August and the end of August. You may be charged the cleaning cost incurred or other types of penalties may be imposed, should these areas (i.e. room, unit or residence common areas) be in an unsatisfactory state of cleanliness. Employees completing inspections or doing work systematically lock all doors when they leave your rooms/units.

16. USE OF ROOM AND COMMON AREAS: You must keep your bedroom door locked at all times. You agree not to use or allow anyone else to use or occupy the room, the residence or the unit for any purpose other than as a student residence. The hallways, entrances, elevators and stairways are for circulating in residence and for entering and exiting; for security reasons you must not obstruct these areas or use them for loitering or any other purpose. Doors to common areas must not be propped open. You cannot place objects so that they hinder access to windows nor can you hang or throw any object from windows or in the common areas of the residence. When you leave during the winter, you must completely close all windows, particularly during the December holidays and the Winter Study Break period, or you will be charged fees for any problems/damages arising from windows having been left open.

17. WASTE DISPOSAL/RECYCLING/composting: You must regularly place waste in securely tied plastic garbage bags in the areas designated by the University or the City or you will be charged. You agree to abide by the established guidelines that may include composting and recycling.

18. FURNITURE, APPLIANCES, FIXTURES: The University is responsible for the maintenance, repair and replacement of the buildings’ appliances, furniture, window treatments, fire extinguishers, smoke detectors and all other University property. You must not move the building’s property from its original location. However, you may reorganize your room’s furniture if you return it to its original position before your departure from residence. The use of any cooking appliance is not permitted in the bedroom. You can use electric kettles, coffee makers and irons in your room if they have automatic shut-off mechanisms.

Brooks/Hyman Soloway/45 Mann/Annex/Friel/houses: You must keep the buildings’ furniture and appliances in the unit in good order and condition, and if applicable, replace incandescent light bulbs inside the unit, check the fire extinguisher and smoke detector monthly, and immediately report any deficiencies to HS. Your electrical appliances must be ULC or CSA approved.

For all residents: As specified in the Ontario Fire Code (clause 6.3.3.4.), “No person shall intentionally disable a smoke alarm so as to make it inoperable.” Penalties, financial or other will apply if you do not respect this regulation. You also agree not to turn down the thermostat below 15 degrees Celsius.

19. QUIET HOURS: Excessive noise at any time is not acceptable. The municipal quiet hours are 11 p.m. to 7 a.m. every day. In all residences, “quiet hours” is defined as the period during which you may only engage in activities that do not prevent others from studying, resting or sleeping. When using any type of sound equipment, you must respect the designated quiet hours and not disturb other residents. If you share a double room, you must use headphones when employing such equipment. Exam quiet hours are 24 hours a day. Fees for Protection Services interventions may be charged to residents at fault.

20. TECHNICAL PROBLEMS/DAMAGE: Penalties, financial or other, will apply if you do not inform HS as soon as you notice damage to the building’s plumbing, electrical, heating or ventilation systems. You must also notify HS (or Protection Services after office hours) if there is a hazardous spill, water or gas leak, electrical problem, the presence of insects or parasites or any other occurrence that may negatively affect the environment or cause harm or damage to residents or the residence building. Should problems occur...
following work performed in your room/unit, you must inform HS within a 48-hour period following this work.

Except for normal wear and tear, you are financially responsible (when you or your guests are at fault) for the loss, damage or repair of any contents in your room and the damage or repair of your room or the common areas of the unit/residence (please see rates/charges published on HS’ website). You must also pay for lost or damaged items (ex. waste or recycling containers). In case of loss or damage to the common areas of the residence, residents who have witnessed the incident or who know the names of the persons responsible for the damage must inform HS in a timely manner. Residents witnessing incidents must cooperate during investigations. For traditional residences/ 90 University/ Henderson/ Rideau: If the cause of such loss or damage cannot be attributed to specific residents, the cost of repair or replacement will be shared among the residents of the floor. If you live in Brooks, Hyman Soloway, 45 Mann, Annex, Friel or in a house, the cost of the damages or replacement in the common areas of the unit or the building will be charged equally among the residents or occupants of the unit/building if responsibility cannot be attributed to specific residents. An administrative fee per occurrence will be charged to you.

21. PERSONAL BELONGINGS: The University and HS are not responsible for any loss of or damage to your personal belongings whether such loss or damage arises from theft, fire, flood or any other cause. It is your responsibility to purchase adequate insurance to cover such loss or any liability concerning your occupancy or the use of the residence facilities. In case of a disaster, you are responsible for keeping water and food supplies for five days.

The following items are not permitted in residence and may be confiscated and disposed of. HS reserves the right to add to this list without further notice: motorcycles, waterbeds, fish tanks, heaters, halogen lamps, air-conditioning units, natural Christmas trees, flammable decorations, bongs, items used for burning incense or tobacco, barbecues and any items that may create a fire hazard (such as candles, oil or gas lamps, items with an open flame) considered by the University to be dangerous or that may affect the security of other residents. The use of roller blades and skateboards is prohibited in residence. Bicycles and hockey bags must be kept in designated areas of the residence only. Residents accumulating objects (such as empty bottles and garbage) will be charged for their removal.

22. KEYS/FOBS/ACCESS CARDS/TURNSTILE GATES/EXIT DOORS: You will receive a key, fob, and/or access card for the residence, room, kitchen, laundry room, mailbox and if applicable, the unit. The locks, keys and security access cards are the property of the University. You therefore agree to safeguard your key(s), fobs, and access card(s) to avoid loss or theft. You (or your temporary occupant if you live in the Brooks, Hyman Soloway, 45 Mann and Annex residences or a HS house) must return all keys, fobs and/or the access cards to HS at the end of the agreement or key/fob/access card/lock replacement costs will be at your expense. You must not duplicate or lend your key(s). It is not permitted to give anyone access by activating the turnstile for him/her or by opening/leaving open the exit doors.

You further agree to notify HS immediately should you lose a key, fob, or access card. Replacement of a key, fob, access card (that has been damaged, perforated or lost) or lock will be at your expense. If you lose your access card, you will also have to pay for the replacement of your roommate’s or roommates’ access cards. You must not install, change, replace or alter a lock or security system on any door in residence. An additional fee will apply if HS or Protection Services are required to unlock a residence door. You must have your access keys with you at all times. HS employees or any other authorized personnel will lock and close any opened door.

23. RIGHT OF ENTRY: The University or HS will make reasonable effort to notify you 24 to 48 hours in advance before entering your room or unit; however, the resident who submits a Maximo service request implicitly
authorises the responding staff to enter his or her room for that purpose. University employees or authorized representatives have a right to enter a room or a unit for inspection, maintenance, repair, security, health, hygiene or housekeeping purposes. Notice may not be possible in the following cases: a) an emergency b) a threatening situation c) belief that a violation of this Agreement, a University policy or procedure or a violation of law is occurring.

24. POSTING AND SOLICITATION: You must obtain written approval from Residence Life to post any material in the common areas of the residences or to distribute material for promotion, publicity or solicitation. You must not use your room or the residences: a) to canvass or solicit business b) to sell or rent services or goods or c) for storage purposes. HS reserves the right to remove offensive or inappropriate postings anywhere in residence.

25. TELEPHONE, CABLE SERVICES AND INTERNET: The telephones, where provided in residence, are the property of the University and must remain in their location. The University provides cable service in the common areas to all residents as well as Internet access. You agree to abide by the service provider’s policy and the University’s policy on Use and Security of Information Technology Assets

26. INFORMATION AND CONFIDENTIALITY: The University is committed to protecting the privacy of personal information. To view our privacy policies and initiatives, refer to the Access to Information and Protection of Privacy web page. This information is subject to change without further notice.
Parents and Guardians: The University, HS’s Director or his/her representative reserves the right to contact your parent(s) or guardian(s) and provide them with relevant information if your behavior or health concerns them.
Service Providers: When necessary, selected personal information is provided to our service providers including fridge rental, cable, Internet and food services. If you do not want your name to be given to services providers, you must opt out by sending an email to residence@uOttawa.ca. This change will be effective following receipt of your email.

27. FITNESS FACILITIES ASSUMPTION OF RISKS, WAIVER AND RELEASE: The use of the fitness facilities or your participation in fitness activities are voluntary and at your own health and safety risk. Such risks may include but are not limited to any injury or illness resulting from use, misuse and failure of any fitness facility or equipment. Other risks of using fitness facilities or participating in a fitness activity may include, but are not limited to, death, serious neck and spinal injuries which may result in complete or partial paralysis or brain damage, serious injury to any bone, joint, ligament, muscle, tendon, or and serious injury or impairment to other aspects of your body, general health and well-being. If you choose to use the fitness facilities in residence or participate in a fitness activity, YOU AGREE TO ASSUME FULL RESPONSIBILITY for:
A) any personal injury, damage or death in relation to such use or in relation to your participation in any fitness activities;
B) informing yourself on proper use of the fitness facilities or on participation in a fitness activity and to discuss your use of the fitness facilities and/or participation in fitness activities with your physician and to ensure adequate medical, health, dental, accident and all other forms of insurance coverage which may apply;
C) immediately stopping any activity if you experience any pain, discomfort or other symptom during or after your participation in the fitness activity or your use of the fitness facilities and inform the activity instructor, coordinator of the fitness activity or community advisor and your physician (as appropriate) and to discontinue such activity or use voluntarily or if recommended by the activity leader, the University, HS or your physician.
YOU ALSO AGREE TO WAIVE any and all claims that you have or may have in the future against the University of Ottawa, its Board of Governors, officers, directors, employees, agents, independent
contractors, subcontractors, representatives, successors and assigns, and all instructors, coaches, managers, volunteers and sponsors in any way involved or connected with your use of the fitness facility or participation in fitness activity (herein after collectively referred to as the “Releases”) and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that you may suffer or that your next of kin may suffer during your use of the fitness facilities or participation in fitness activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY REFERRED TO ABOVE.

28. ADDITIONAL INFORMATION: ONTARIO TAX CREDIT - Ontario Property Tax Credit – Occupancy Cost

Living in a designated university student residence in Ontario, you may claim only $25 as your occupancy cost and not the full amount of residence fees paid when you file your income tax return. No official receipt is required for this claim.

Code of Conduct and Disciplinary Procedure

COMMUNITY OBJECTIVE
We strive to foster a firm sense of community, while at the same time aiding in residents’ growth and development in all aspects of their lives. Therefore, we ask you, the members of your residence community, to help us build and maintain a safe, clean, accepting and respectful learning environment, through cooperation, communication and teamwork with your neighbours.

PURPOSE AND APPLICATION
This Code of Conduct and Disciplinary Procedure applies to individuals occupying a room in one of the University of Ottawa operated residences. This document provides Housing Service with a disciplinary procedure by which it may impose discipline on a resident for violation of this code, the Residence Agreement, or any other HS or University of Ottawa policies and regulations.

DEFINITIONS
Code of Conduct and Disciplinary Procedure: hereinafter referred to as the “Code”.
Housing Service: hereinafter referred to as “HS”.
Residents: individual occupying a room in one of the University of Ottawa residences or University of Ottawa operated residences.
Coordinator: Housing Service Residence Life professional staff member.
Community Advisor: Housing Service Residence Life student staff, hereinafter referred to as “CA”.
Protection Services: means University of Ottawa Protection Services officer or designated emergency medical respondent or guard hired by Protection Services.

RESIDENT RIGHTS AND OBLIGATIONS

1. You and all residents have the right to live in a clean and secure environment, free from unreasonable interruption, interference and harassment. Community living is an enriching experience that requires collaboration. HS employees, including Community Advisors, are available to offer support. You are asked to cooperate with employees in order to ensure that community standards are maintained. This may
involve engaging constructively in community events such as meetings and mediations, being proactive to address community issues, and following directions from employees.

2. You and your guests have an obligation to respect the residents’ rights and to comply with this code, the Residence Agreement, any other HS rule or University policies and procedures as well as all relevant laws or regulations whether federal, provincial or municipal. In order to provide an environment conducive to study, your behaviour must not disturb other residents or affect their safety. In keeping with these expectations, you and your guests are to cooperate with University employees or other persons of authority.

3. Community Advisors give important residence information during floor and building wide meetings. As a member of your community, you must attend these meetings. If you cannot attend, you must inform your Community Advisor and are responsible for getting the updates from the meeting. HS invites you to also inform your Community Advisor if you leave residence for more than five (5) consecutive days.

4. HS employees send written communication to your uOttawa email address. It is your responsibility to regularly check and read your emails.

5. Student residences are high-density living environments and as such, it can be difficult to control and meet the needs of each individual resident. If you have needs for support and assistance to live in the residence, you will be required to cooperate in identifying reasonable options that would enable you to stay in residence. If your needs for support and assistance exceed the resources available within the residence community or affect the health, safety and/or well-being of yourself or other residents, you may be required to leave residence.

6. To ensure confidentiality of records, HS does not disclose resident information. If you wish a parent/guardian or another person to discuss matters regarding your file with HS, you must inform HS by filling out a “Third Party Authorization” form.

**CODE OF CONDUCT**

7. You and your guests must respect and observe the rights and obligations set out in paragraphs 1 and 2 of this code and you will not engage in the following conduct:

   A) **HINDRANCE:** hindering the activities or services within the residence(s) either by actions, words, written material, or by any other means.

   B) **ABUSE / THREATS:** verbally or physically abusing, threatening or intimidating by any means a HS or University employee, resident, student or any other member of the University community, or endangering their personal health and safety.

   C) **VIOLENCE:**

      i. acting aggressively by intimidating, threatening, or engaging in violent conduct through words or gestures, either individually or in a group setting (including while demonstrating, rallying or picketing);

      ii. behaving in a way which, in the opinion of HS, may lead to violence or physical harm directed towards any individual or group or create a situation that endangers the safety of others.

   D) **HARASSMENT** of students, staff, faculty and any other community members: engaging, by any methods or means, in vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome. A single unwelcome incident, if serious enough, can be sufficient to support an instance of harassment. Harassment includes comments or conduct that intimidates, humiliates, undermines or dominates the other person by belittling, embarrassing or demeaning him/her; involves the use of
abusive, threatening language and/or behaviour. Formal and informal complaints are handled by the Human Rights Office.

E) **UNAUTHORIZED ENTRY AND/OR PRESENCE** in the residence: upon request, residents and/or others must show their student identification cards to authorized University officers. Providing unauthorized access to the residences is prohibited, such as by propping doors, allowing access other than through the main entrance, bypassing guest registration, and opening access-controlled doors to others. Guests must be accompanied by the resident responsible for them at all times.

F) **DAMAGE/REMOVAL AND DESTRUCTION OF PROPERTY:** misappropriating, destroying, vandalizing, defacing or otherwise damaging the property of the University or of another resident, removing communal furniture from its designated area of residence and defacing posters or decorations is prohibited.

G) **UNAUTHORIZED USE OF EQUIPMENT OR SERVICES:** using any equipment or service without proper authority or contrary to express instruction (i.e. jumping in elevators or over turnstiles is forbidden); obtaining or tampering with any University equipment or service by fraudulent, unauthorized means or providing false information. Equipment includes, but is not limited to, computing resources, telephone system, keys, fobs, access cards and any equipment used for the detection, warning and extinguishing of fire or smoke.

H) **AIDING AND ABETTING:** aiding or abetting another person to commit any violation of this code. Persons who assist in the violation will be held responsible.

I) **THEFT, ILLEGAL OR UNAUTHORIZED POSSESSION:** possessing University property or the property of another resident or any member of the University community without the consent or authority of the University or the rightful owner.

J) **POSSESSION OF FIREARMS, EXPLOSIVES, OTHER WEAPONS OR DANGEROUS CHEMICALS.**

K) **ALCOHOL:**
   i. being in a state of intoxication in residence and causing disturbance to others due to alcohol consumption;
   ii. supplying alcoholic beverages to any person under 19 years of age;
   iii. being in possession of or consuming alcoholic beverages while under the age of 19;
   iv. having guests consume alcohol in your room/unit if you are under the age of 19;
   v. consuming alcohol in unauthorized areas such as in the common areas (bathrooms, hallways, elevators, staircases, premises outside of the residence building, balconies);
   vi. being in possession of or consuming alcoholic beverages at a residence where an activity has been designated as a «dry» event;
   vii. promoting the consumption of or the abuse of alcohol;
   viii. selling, bartering or trading alcohol;
   ix. accepting sponsorship from representatives of beer or alcohol companies for an event or activity in residence;
   x. accepting delivery of alcohol to the residence by a supplier.

Alcoholic beverages must be in plastic containers and are permitted in the residence room, in the common area of a Brooks, Hyman Soloway, 45 Mann and Annex residence unit or HS House, in
designated floor lounges and at licensed events organized by HS. No kegs or large containers of alcohol are allowed. Any amount of alcohol deemed excessive by a HS or Protection Services employee will be confiscated (i.e. Bubas, Texas Mickies, Beer Bongs, Draft Balls, Kegs, etc.). Bottles are not permitted in lounges or other common areas of the residences. Any activity that promotes irresponsible, excessive, competitive alcohol consumption (such as drinking games) is prohibited, and accessories to these activities will be confiscated and disposed of without warning to you. Staff from HS and Protection Services will confiscate all alcoholic beverages found on anyone (residents or guests) under the age of 19 in all University of Ottawa operated residence. Employees accompanied by a Protection Services officer, can also inspect rooms of residents under the age of 19 years in residences located on campus if there is reason to believe that there may be alcohol inside.

L) **DRUGS:** using, possessing, selling or distributing drugs or controlled/prohibited substances. Residents must:

i. keep all prescription drugs in original containers;

ii. ensure that information given by the pharmacy (i.e. dosage) is included; and

iii. submit the above, when requested, to a HS or Protection Services employee.

iv. Evidence of prohibited drug traces or drug paraphernalia, or the smell of prohibited substances in residence rooms or common areas will be reasonable grounds for entry into the residence room without warning, for further investigation, for confiscation of the prohibited substance or paraphernalia, for expulsion from residence, for notification of the police and for potential criminal charges. HS will, without warning to you, confiscate and dispose of drugs or other controlled/prohibited substance as well as drug paraphernalia, unless required by law enforcement authorities, in which case they will be handed over to such authorities.

M) **SMOKING:** It is prohibited to smoke or burn any substance in residence including but not limited to, cigarettes, marijuana, vaporizers, e-cigarettes, incense. In accordance with city bylaws smoking, burning or vaping of any kind is not permitted within 9 metres of residence buildings. Intervention, replacement and work related costs (i.e. painting, cleaning) resulting from those activities will be charged to the resident at fault.

N) **GAMES/ACTIVITIES/PRANKS/GAMBLING AND BETTING:** it is prohibited to participate in games, gambling, betting, pranks or other types of activities that involve money, alcohol or that negatively affect an individual’s integrity or well-being or may cause damage to a residence.

O) **PARTIES:** Parties or gatherings of people must not infringe on other residents’ rights to a safe and secure environment that is conducive to studying. Please note that excessive noise is not acceptable at any time, but that particular care should be made to keep a low volume during designated quiet hours. Guest policies must be respected, and hosts are responsible for their guests at all times. Providing unauthorized entry to the residences or leaving guests unattended is prohibited. Compliance with the laws and policies surrounding alcohol is expected; please note that risky or irresponsible drinking such as underage or competitive drinking (drinking games) may lead to disciplinary consequences. Residents are responsible for the common areas of their floor/cluster, and are advised to report suspicious or disruptive individuals to HS. If individuals responsible for damages, cleaning, or intervention costs cannot be identified, residents of the floor who were hosts or bystanders may be held liable for these costs. Similarly, widely advertising a party is not permitted as advertisers may be held responsible for the actions of the attendees.

P) **HAZING:** engaging in hazing activities. Hazing is defined as an act which endangers the mental or physical health or the safety of a student, for the purpose of initiation into, admission into, affiliation with, or as a condition for continued membership in, a group or organization.
Q) **ACTIONS ENDANGERING** or potentially endangering the health and security of any individual, including you (for example, remaining in residence in the event of a fire alarm, propping open access-controlled doors, etc.)

R) **INDECENT EXPOSURE**: involving exhibitionism, appearing naked, urinating in public areas, etc.

S) **PROHIBITED MATERIALS**: possession of any item or material that is illegal or could affect the security, well-being, and comfort of yourself or other members of the community is prohibited, including but not limited to firearms or other weapons, explosives, dangerous chemicals, and drug or related paraphernalia. For other examples, please see sections 18 and 21 of the Residence Agreement. You may be asked to remove items that become a disruption or concern, for example subwoofers, sports equipment, or cooking appliances that are being used improperly.

**NOTE**: The presence of empty alcohol bottles in residence rooms or common areas will be reasonable grounds to investigate and possibly impose disciplinary measures.

## DISCIPLINARY PROCEDURE

8. Violations of this Residence Agreement and Code of Conduct, any other HS or University of Ottawa policy, or any municipal, provincial, or federal laws will be addressed either verbally or in writing. A representative of HS will inform you of your infraction and of the potential consequences should the violation be repeated.

Neither ignorance of the rules nor being in a state of intoxication will be accepted as an excuse for violations. If you are experiencing problems with alcohol, drugs, anger or any other personal problem, it is expected that you will seek help from the appropriate resources before the situation requires disciplinary measures. The University has a variety of resources available on campus such as Health services and the Student Academic Success Service (SASS). You may also contact HS for a referral to the appropriate service.

Depending on the severity of the offence, you may be invited to attend a meeting with a HS representative for the purpose of hearing your account of the situation, clarifying your responsibilities as a resident, and discussing potential outcomes. If you fail to attend the meeting, HS will notify you in writing of the decision made in your absence and any consequences you must adhere to.

You are welcome to invite someone to represent you (such as a member of the Residents Association of the University of Ottawa, a parent, etc.) HS may additionally choose to invite representatives from our partner services to attend (such as Protection Service, Access Service, Human Rights Office, etc.). You may be asked to give signed consent to allow HS to share the details of your situation.

## DISCIPLINARY OR PREVENTATIVE MEASURES

9. Upon giving you the opportunity to clarify the situation, HS may determine that disciplinary or preventative measures are necessary in order to maintain community standards and the wellbeing of yourself and other residents. These measures will depend on the severity of the violation itself, your conduct and cooperation, and the impact on the residence community. Measures may include, but are not limited to, the following:

A) Developmental option: You will be required to write a reflective essay or participate in an informational seminar related to the nature of your offence. If you are unable to complete this requirement, another consequence will be assigned.

B) Restorative justice option: With the aim of repairing harm, rebuilding trust, and building community, you may be asked to participate in the following measures: provide an apology, restitution, mediation, community service, victimless workshop, and restorative workshop. If you are unable to complete this requirement, another consequence will be assigned.

C) Written warning: A report of the violation will be placed in your file, and you will receive a written
warning against further violations. In the event that you are involved in another incident, your consequences will be more severe and may include the termination of your Residence Agreement.

D) Behavioural Conditions: You may be required to adhere to certain behavioural limitations, including but not limited to restrictions on building access, guests, and alcohol consumption. In the event that you are involved in another incident or in violation of your behavioural conditions, your consequences will be more severe and may include the termination of your Residence Agreement. A report outlining your conditions will be placed in your file.

E) Probation status: You will be placed on probation and be required to monitor your conduct carefully since another incident will likely result in the termination of your Residence Agreement. Probation will be in effect for the duration of the term of your Residence Agreement. Probation status may be accompanied by the following: a detailed list of behavioural conditions; a 72-hour notice to leave residence should another incident occur; notification of parent(s) or legal guardian(s), and any other measure deemed necessary. A report of your probation status will be placed in your file.

F) Denial of readmission: HS reserves the right to deny your application to residence for a subsequent term.

G) Termination: HS will terminate your Residence Agreement and you will be required to vacate the residence on or before the set deadline. Please note that, unless HS chooses to relieve you of this duty, you will remain financially responsible for the remainder of your Residence Agreement or for finding an eligible person to take over your Residence Agreement.

H) Any other necessary measures: These include, but are not limited to, room reassignment, payment of costs (damages, fines, or other costs associated with HS’s intervention), exclusion from certain areas of the residence(s), removal of privileges, issuance of a notice of trespass by Protection Services, communication with a parent, guardian, or the appropriate authority of the resident’s faculty, if required.

NOTE: These measures may not be applied sequentially according to their order above.

APPEAL POLICY & PROCEDURES

10. POLICY STATEMENT
Residents are entitled to a fair and open review of decisions affecting their rights and privileges for programs, services, benefits, and complaints regarding the provision of services.

PURPOSE
To provide an efficient, objective and informal resolution process within residences through which residents can resolve disputes about decisions as well as complaints regarding service delivery issues.

INTENT
A) To ensure that residents are treated in a consistent and equitable manner, procedurally fair and free from bias, racism, or discrimination.

B) To reduce the number of Residence Agreement terminations.

C) To support the need for a formal initial complaint and dispute resolution process which allows residents the opportunity for open communication and problem solving with the decision makers.

POLICY REQUIREMENTS
A) HS employees are required to send a notice of decision letter when making decisions affecting eligibility for a privilege, program or service.

B) The internal appeal process must be visible and made known to employees, residents, and the University community.
C) Residents may seek advice/support from the Residents’ Association (RAUO), community agencies and private individuals throughout the appeal process.

D) Internal appeal requests must be submitted within 10 days of receiving the written notice of decision except in exceptional circumstances, e.g. illness.

E) Internal appeal requests must be written.

F) Internal Reviewers cannot be the original decision maker.

G) Internal Reviewers must determine if the request for review and appeal is the result of discrimination, racism, or bias, and, if so, conduct the internal review accordingly and act on these issues.

H) Internal appeal decisions must be communicated to the resident in writing and within 10 calendar days from the date of request.

I) Residents may withdraw their request for an internal appeal at any time during the process. The request to withdraw must be written.

REQUEST FOR INFORMATION

11. Residents may informally request information from the decision maker, Residence Life Assistant Manager or Manager to better understand the decision, the reasons for it, and the impact of the decision.

FORMAL INTERNAL APPEAL

12. Where a request for a formal internal review is received, a HS member (other than the original decision maker) will:

A) ensure the decision was:
   i. consistent with the Code of Conduct and Residence Agreement,
   ii. based on information that was factual and comprehensive,
   iii. the result of the appropriate use of discretion,
   iv. reasonable;

B) review file documents and the documents provided by the resident;

C) consult with the resident and the original decision maker;

D) resolve the resident concern, if possible;

E) make recommendation to the Residence Life Manager that the original decision be upheld/varied or reversed;

F) draft a letter of decision detailing the outcome of the internal appeal;

G) instruct the original decision maker to implement the internal review decision.

FORMAL EXTERNAL APPEAL - RESIDENCY TERMINATION DECISIONS

13. HS’s decision to terminate the Residence Agreement is appealable on the following grounds:

   A) new information relevant to the case has become available since the decision was made; or

   B) the decision is not in keeping with the Residence Agreement and Code of Conduct and Disciplinary Procedure.

You must submit a type-written request for appeal within ten (10) consecutive days following the receipt of the Residence Life Manager’s decision. Your request for appeal must be submitted to the Director of HS. The Director will determine if your case is eligible for appeal, and if so, as the chairperson, he/she will convene an appeal committee as soon as possible composed of the following members:
A) the Associate Dean, Academic (or his/her representative) of the resident’s faculty;  
B) the President of the Residents’ Association of the University of Ottawa (RAUO) or his/her representative from the executive; and  
C) the Director, Student Academic Success Service (SASS) or Co-operative Education Programs.

You will be invited to attend a meeting of the Appeal Committee and you will be given an opportunity to present your appeal. You may be accompanied by a friend, parent, guardian or witness. If and as required, a member of Protection Services or the Residence Life staff may be invited to present a report. You will be notified prior to the meeting of those who will be in attendance. You will also be provided with a copy of all documentation to be considered by the Appeal Committee, and asked to submit any you wish to provide for review by the committee ahead of time. Reasonable efforts will be made to convene such meeting within fifteen (15) working days of the receipt of the request for appeal.

After giving you the opportunity to present your appeal, the Appeal Committee will decide whether to uphold the decision or to reinstate the Residence Agreement and allow you to remain in residence. If the Residence Agreement is reinstated, HS does not guarantee that you will be placed in the room currently assigned to you. It may impose any condition it deems appropriate relating to the reinstatement of the Residence Agreement. The Appeal Committee will notify you of its decision in writing. The decision of the Appeal Committee is final.

If you are expelled from the residence and you appeal this decision, HS may temporarily transfer you to another room until the Appeal Committee has reached a decision. However, depending on the circumstances, HS may expel you from residence (without any right to a temporary room in residence) during the appeal procedure.

Should you decide not to attend the Appeal Committee meeting, a decision will be made in your absence and will be communicated to you in writing.

The decision to impose disciplinary measures is final and cannot be appealed if you have violated the Criminal Code or any other law, whether federal, provincial or municipal.

MANDATORY MEAL PLAN
First-year students living at the 90 University, Stanton, Marchand, LeBlanc or Thompson residences must buy a meal plan. Students registered in 2nd year or higher, or those who live in a residence other than those listed above, can buy an optional meal plan. The cost of the meal plan is charged to the student’s account. Your housing agreement will reflect the price of the meal plan at the time you accepted your housing offer. If you change your meal plan after accepting your housing offer, the meal plan price on your housing agreement may no longer reflect the current price of the meal plan that you will be charged.

Read the Terms and Conditions