

Residence Agreement, Code of Conduct and Disciplinary Procedure

2023–2024



uOttawa

Logement et vie en résidence
Housing and Residence Life

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Residence Agreement 2023–2024

Section 1: General Terms

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

Construction, renovation, inspections, or repairs 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 managed by Housing Service (herein after referred to as “HS”).

- 1.1. 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 at residence@uottawa.ca if there is a change in your student status. A change in your status may impact your ability to live in residence.
- 1.2. CODE OF CONDUCT AND DISCIPLINARY PROCEDURE:** The Housing Offer, the Code of Conduct and Disciplinary Procedure, the uOttawa Cardholder Agreement 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. You may be put on probation and your agreement not renewed if you do not abide by the Residence Agreement terms, 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.
- 1.3. 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 term or year.
- 1.4. FEES:** You agree to pay, according to the dates specified in your “Housing Offer, Residence Agreement, Code of Conduct and Disciplinary Procedure”:
 - A) the residence deposit;
 - B) all residence fees, including administrative fees;
 - C) 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, the uOttawa Cardholder Agreement or the Code of Conduct as referred to in paragraph 1.2. All payments are to be made payable to the “University of Ottawa.”

If you choose to terminate or move out of residence for any reason before the end of your agreement term, you must pay the residence fees for the remaining period of your agreement. 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 before the end of your agreement, in accordance with approved procedures outlined in this agreement. This adjustment will be based on the remaining period of residence less any applicable administrative fees.

- 1.5. LATE PAYMENT/RETURNED CHEQUES/OUTSTANDING DEBT:** If you pay your residence fees after the deadline, late payment charges apply for each term. Daily interest is applicable to all outstanding balances. If for any reason your financial institution returns your payment, 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 term. 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.
- 1.6. IF YOU CANCEL YOUR RESIDENCE AGREEMENT:** You can cancel your agreement on or before August 15, 2023, by logging into the Housing Portal via your uoZone account and clicking "Cancel Residence Agreement". You will be able to view your approved cancellation on the Housing Portal once a HS representative has confirmed the cancellation. Your deposit will be refunded according to the following schedule: If you cancel by June 30, 2023, you will receive a full refund minus a \$100 administration fee. If you cancel between July 1, 2023, and July 14, 2023, inclusively, you will receive a \$350 refund. If you cancel after July 14, 2023, you will not receive any refund. As of August 16, 2023, the termination conditions stipulated in clause 1.7 will apply.

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, 2023, you must cancel your Residence Agreement by this date; otherwise, the termination conditions stipulated in clause 1.7 will apply.

For students with offers that begin only in the winter term: You can cancel your agreement on or before November 30, 2023, at the latest, by signing into the Housing Portal via your uoZone account and clicking "Cancel Residence Agreement". You will be able to view your approved cancellation by returning to the Housing Portal once a HS representative has confirmed the cancellation. You will receive a full refund minus a \$100 administrative fee. No deposits will be refunded after this date.

- 1.7. IF YOU WANT TO TERMINATE THIS AGREEMENT:** Effective August 16, 2023, for agreements starting in the 2023 Fall term and effective December 1, 2023, for agreements starting in the 2024 Winter term, you are responsible for paying all fees outlined in your accepted Housing Offer and Residence Agreement. You are responsible for these fees until you have found an eligible replacement and have received written confirmation of termination approval from HS. You may request the termination of your Residence Agreement effective on the last day of the month following a minimum 30-day notice. For terminations due to medical reasons, the 30-day notice will begin on the date the supporting documentation is deemed acceptable by HS. For HS to approve your request to terminate your agreement, you must:

- A) Log in to your Housing Portal, fill in and submit the online request for termination form and provide all other pertinent documents to begin the minimum 30-day notice. Please note that termination requests will not be dated retroactively.

- B) find as a replacement a student meeting the academic eligibility criteria and HS conditions
- C) pay administrative fees of \$100; and
- D) have paid your debts to HS or have made financial arrangements with HS for payment.

Your replacement must:

- A) pay a \$700 reservation deposit to HS and accept the Residence Agreement.
- B) study full time at the University of Ottawa and respect the study level criteria.
- C) have no disciplinary record.
- D) have paid their 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 residence.
- F) have found a replacement for their room if they are already living in residence. In this case, your replacement must follow the procedure described above before replacing you.

IMPORTANT: Terminations are not retroactive. Until you have found a replacement and have received written confirmation of termination from HS, you are responsible for paying your residence fees.

Termination for medical reasons: A resident who wishes to terminate their Residence Agreement for withdrawal due to medical reasons must also provide a medical certificate and supporting documentation from the health care provider (who has treated the resident for the purpose of assessing need and adaptive measures required to live in residence) that outlines the accommodation needs for support and adaptive measures that cannot be met by living in residence and the documentation will be reviewed by a HS review committee in consultation with the appropriate University of Ottawa services. A medical certificate and supporting documentation do not guarantee that a termination request will be automatically approved, and additional documentation may be required. If the medical termination request is approved, only the replacement condition above will be waived. Should the request be rejected, all termination replacement conditions above will apply.

- 1.8. TERMINATION BY HOUSING SERVICE:** The HS directors may, at their discretion, terminate your agreement should one of the following occur: (a) you fail to maintain your status as a full-time student and/or fail to provide supporting academic accommodation to justify your student status (b) you fail to comply with this agreement, the Code of Conduct, the Service or Support Animal Agreement (if applicable), any HS rule or regulation, or any University policy or procedure; (c) you abandon the room; (d) you fail to 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 HS directors believe 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 a 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 a 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.

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

- A) Upon termination of this agreement, you must complete a residence check out form, vacate the room/unit and return all applicable keys, fobs and/or access cards to HS (and not transfer them to your replacement) on or before the specified termination date. If you do not hand in your keys, fobs and/or access card, you will be responsible for paying any fees, keys, lock change, and card/fob replacement that apply. In addition, failure to complete the residence check out form may result in a “failure to check out” fee being added to your account.
- B) To avoid additional fees, 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 and complete the check out of your room/unit by the specified date and time as determined by HS, HS will enter it, expel occupants and, at your expense, on or after your agreement termination date, will dispose of 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, including those incurred by the incoming student whose move in cannot be completed as planned.

1.10. 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's discretion and the resident will receive a new offer in the Housing Portal. The new Housing Offer must be accepted by the offer deadline to avoid cancellation and the resident will be unable to move into 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/unit or having someone move into your room/unit.

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. HS reserves the right at any time to assign a roommate to an empty bed, and reasonable attempts will be made to inform you beforehand, but this cannot be guaranteed. You may request a room change but this change is conditional on priority, availability, and at the sole discretion of HS. Only urgent room changes, as determined by HS, will be permitted during the first two weeks following the start of this agreement and during exam periods. If you are granted a room change, you must accept your room change offer by the deadline outlined in the offer, an administrative fee will apply, and fees associated with the new room type will also apply. HS is under no obligation to offer you another room if you do not accept the room offer issued to you by the deadline. 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 an

emergency or urgent situation, 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 you can return to your original room or are reassigned to another room.

- 1.11. 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 have a 12-month Residence Agreement and then, only during the spring and summer terms, May-August.

You can sublet if you have a 12-month Residence Agreement during one term 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 explaining the academic reason motivating your temporary sublet.

Subletting a room under a 12-month Residence Agreement: You may temporarily sublet your room to another student during the spring and summer terms without terminating your agreement. The temporary occupant must:

- A) meet the HS eligibility criteria.
- B) not be currently under a 12-month Residence Agreement.
- C) not have terminated a 12-month Residence Agreement that would have covered the same occupancy period.
- D) have received HS permission to live in residence for the period specified in the sublet agreement; and
- E) comply with all HS and University rules, regulations, policies, and procedures.

You agree to return to HS all applicable keys, fobs, and/or access cards for the subletting period and you agree to not access the unit. However, you are still responsible for paying the residence fees, ensuring the condition of the room and unit, and paying for any damage the temporary occupant may do to the room, unit, or other areas of residence.

- 1.12. REQUESTS FOR SUPPORT AND ADAPTIVE MEASURES:** If you are seeking support or adaptive measures arising from a disability or medical condition, you must submit to HS by email during the residence application period, 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 to HS sharing 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.

No animals are permitted in residence except for approved service and support animals. There may be a support or service animal in your residence, in your unit, or on your floor. Intervention costs related to an animal that has not been approved by HS as a service or support animal will be charged to the resident(s) at fault. Due to the communal nature of residences, before bringing your service or support animal into residence, you must submit the necessary supporting documentation requested by HS and receive HS approval during the residence application period which is prior to move in. Failure to do so may result in delays and additional costs charged to you, including, but not limited to, intervention costs or costs related to

relocating another resident who is affected by the animal. If you have an animal in your room/unit that has not been approved to live in residence, you may be asked to remove the animal within 72 hours. If you receive approval for a service or support animal, you must sign and comply with the "Service or Support Animal Agreement". You are responsible for the animal's behaviour, cleanliness, grooming, health, and for disposing of all waste. HS reserves the right to relocate you, at your expense, to another room in residence or to another residence if the presence of the service or support animal negatively affects other residents.

- 1.13. ROOMMATE/GENDER/DISCLOSURE OF INFORMATION:** All genders can share the same unit at the Annex, Mann or Hyman Soloway 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.

- 1.14. GUESTS, HOSTING, AND COHABITATION:** To ensure everyone's safety and well-being, 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, by-laws, and University policies and are expected not to engage in online conduct that intimidates, harasses or seriously threatens to inflict harm on other residents or that otherwise violates the Code of Conduct, this Agreement other HS or University rule, regulation, policy, or procedure. The hosting resident is responsible for the actions of their guest(s). A guest is considered as anyone who does not live in the same residence building as the resident. If the presence of a guest becomes a problem or if the guest is the subject of a complaint, the guest 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 the suspicious 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 number of guests permitted at any one time is two per resident. Overnight guests who stay for more than three (3) consecutive days or six (6) 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 that is prohibited.

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

- 1.15. CONDITION OF ROOM/INSPECTION:** Your residence building may have building materials that do, or are likely to, contain asbestos. [Visit the Facilities Health and Safety webpage](#) to learn more about asbestos containing material if applicable in your residence. 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 Service 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 an online workorder request to identify any existing damages or deficiencies within your room. If you are unable to submit an online work order request, please report damage or deficiency to reception and they will complete one on your behalf.

You must not paint, 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. You will be charged for the cleaning costs 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. HS employees or any other authorized personnel systematically close and lock all doors when they leave rooms/units.

- 1.16. 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 residences or common areas must not be propped open. Do not place objects such that they hinder access to windows. Do not hang anything from sprinkler heads or your door handle as this may cause significant damage for which you may be held liable. Do not place or hang anything in/on windows or throw any object from windows in your bedroom/unit or in the common areas of the residence. When you leave your room, you must completely close all windows, particularly during the December holidays and the study break periods, or you will be charged fees for any problems/damage arising from windows having been left open. In extreme weather conditions, all windows must be kept closed to prevent damage to building infrastructure such as heating systems and pipes.
- 1.17. 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 established guidelines that may include composting and recycling.
- 1.18. 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. You may reorganize your room's furniture so long as you return it to its original position before your departure from residence. When moving furniture, you must not block heating/cooling or air circulating systems as this may impact the temperature in your room. The use of any cooking or heating appliance (for example, heat lamps and space heaters) is not permitted in the bedroom. You can use electric kettles, coffee makers, and irons in your room if they have automatic shutoff mechanisms.

Hyman Soloway/45 Mann/Annex/Friel: 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.

- 1.19. 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 and Protection Services in the case of 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 immediately.

Except for normal wear and tear, you are financially responsible (when you or your guests are at fault) for the loss, damage, cleaning or repair of any contents in your room and for the loss, damage, cleaning 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 cleaning, repair or replacement will be shared among the residents of the floor or unit. An administrative fee per occurrence will be charged to you.

For Hyman Soloway, 45 Mann, Annex, Friel: The cost of the cleaning, 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.

- 1.20. PERSONAL BELONGINGS:** The University and HS are not responsible directly or indirectly for any loss of, or damage to, your personal property, including items you have ordered to be delivered to you in residence, whether such loss or damage arises from theft, fire, water or any other cause. You are required to purchase adequate insurance to cover such loss or any liability arising from your occupancy or the use of the residence facilities. You will automatically be enrolled in the University's mandatory residence insurance program and be required to pay the applicable rates that apply. HS cannot guarantee that the mandatory insurance program will cover all losses or liability you may sustain. An opt-out option is available if you provide satisfactory proof of property and liability insurance coverage prior to move in. If you sublet a room as outlined in section 1.11 of this agreement, your temporary occupant does not qualify for this insurance program but is required to purchase and provide acceptable proof of insurance to cover property loss and occupant liability associated with the occupancy period and the use of the residence facilities. In the 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, heat lamps or other equipment or appliances used for the purpose of cultivation, 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), items that may cause mould growth or otherwise negatively impact the environmental conditions in the building (for example temperature, humidity, air quality), items considered by the University to be dangerous or that may affect the security or well-being 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.

- 1.21. KEYS/FOBS/ACCESS CARDS/TURNSTILE GATES/EXIT DOORS:** You will receive a key, fob/access card and/or have your student card encoded for access to the residence, room, kitchen, laundry room, and mailbox and if applicable, the unit. The student card encoded for access to the residence and to your room is also subject to terms and conditions of the uOttawa Cardholder Agreement. The locks, keys, fobs, 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 have a 12-month residence agreement), must return all keys, fobs, and/or access cards to HS at the end of the agreement or you will be charged key/fob/access card/lock replacement costs. You must not duplicate or lend your key(s). It is not permitted to give anyone access by activating the turnstile for them or by opening/leaving open the exit doors.

You further agree to notify HS immediately should you lose a key, fob, access card or student 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 or roommates' access cards. Lost student cards are subject to a reprogramming and replacement fee. You must not install, change, replace, or alter a lock or security system on any door in residence. Except for the designated move in period ending at noon on Labour Day Monday, an additional fee will apply if HS or Protection Services are required to unlock a residence door. You must keep your access cards and/or keys with you at all times. HS employees or any other authorized personnel will systematically close and lock any opened or unlocked door.

- 1.22. 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 submission of a service request by you or a staff member implicitly authorizes the responding staff to enter your room for that purpose. Any notice the University is required to provide to you under this Agreement shall be deemed to have been properly delivered if delivered to your University email or posted on the door to your Residence room/unit.

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 the room has been abandoned or vacated, or d) belief that a violation of this agreement, a University policy or procedure or a violation of law is occurring.

- 1.23. 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 the purposes of promotion, publicity, or solicitation. You must not use your room or the residences: a) to canvas, fundraise, or solicit business b) to stockpile, sell, or rent goods or provide services c) for storage purposes. HS reserves the right to remove offensive or inappropriate postings anywhere in residence.

- 1.24. TELEPHONE, CABLE SERVICES, AND INTERNET:** Telephones 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 the Use and Security of Information Technology Assets.

- 1.25. PERSONAL INFORMATION COLLECTION, USE and DISCLOSURE:** HS is committed to protecting the personal information it collects from you. In accordance with the Freedom of Information and Protection of Privacy Act (FIPPA) of Ontario and with University Policy 90, your personal information is collected under the authority of the University of Ottawa Act, 1965 and is intended to be used for the following purposes:

- A) to assess eligibility for residence accommodation and/or related services;
- B) to process residence applications;

- C) to fulfill its obligations under this residence agreement;
- D) to process residence fees; and
- E) to address safety, security, disciplinary, behavioural, or health issues that may arise in residence.

HS uses the services of a third-party provider to store some of your personal information on a server located in Canada.

Some of your personal information may be shared with other departments within the University for purposes consistent with University Policy 90 (such as Protection Services and Counselling Service) or third-party service providers (such as fridge rental, cable, Internet). If you do not want your name to be given to a third-party services provider, you must opt out by sending an email to residence@uOttawa.ca. This change will be effective following receipt of your email.

HS will not release your personal information to persons outside the University unless you permit HS to release this information, or the release is permitted or required by law. In accordance with FIPPA, the University, HS directors, or HS representatives reserve the right to contact your parent(s) or guardian(s) and provide them with relevant information if it is believed that your health, well-being, or safety, or that of others, is at risk.

Direct any questions or comments about how the University collects, uses, stores, or discloses information to the Associate Supervisor, Customer Service at residence@uOttawa.ca.

- 1.26. FITNESS FACILITIES AND ACTIVITY WAIVER:** The use of the fitness facilities, your participation in other social, sporting, and other activities for students living in University residence (individually, an “Activity” and collectively, the “Activities”) may have inherent risks. Participation in all Activities is completely voluntary, and the student may elect not to participate in any Activity.

You acknowledge that if you elect to participate in any Activity:

- A) you are warned that participation in the Activity may involve certain inherent risks, including, without limitation, risks of physical injury;
- B) you have voluntarily elected to participate in the Activity notwithstanding those risks;
- C) It is your responsibility to (i) inform yourself on proper use of any equipment used in the Activity; (ii) where applicable, to discuss your participation in the Activity with your health care provider and to ensure adequate medical, health, dental, accident and all other forms of insurance coverage which may apply; and (iii) to stop your participation if you experience any pain, discomfort, or other symptoms during or after your participation in the Activity;
- D) you acknowledge and assume all risks of personal injury and all other hazards (i) arising from or related in any way to participation in an Activity, (ii) arising or resulting from any cause whatsoever (including risks inherent in the Activity and negligence), and (iii) whether occurring prior to, during, or after the Activity; and
- E) you agree that the University, its officers, directors, employees, and agents (as applicable) are expressly released and forever discharged by you from all claims of any nature or kind whatsoever (i) arising from or relating to your participation in an Activity, (ii) arising or resulting from any cause whatsoever (including risks inherent in the Activity and negligence), and (iii) whether occurring prior to, during, or after the Activity.

- 1.27. ADDITIONAL INFORMATION: ONTARIO TAX CREDIT—** Ontario Property Tax Credit—
Occupancy Cost:

Given that you are 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.

- 1.28. MANDATORY MEAL PLAN:** First-year students living at the 90 University, Stanton, Marchand, Leblanc, Thompson or Henderson residences must buy a meal plan. Students enrolled in second year or higher, or those who live in a residence other than those listed above, may 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. The meal plan is non-refundable except in the cases outlined in the uOttawa Card Service Cardholder Agreement.

[Read the uOttawa Card Service Cardholder Agreement.](#)

- 1.29. DELIVERIES:** HS does not accept responsibility or sign for packages or other deliveries you have ordered or that have been sent to you and delivered to the residence and reserves the right to control access to the residence for deliveries.
- 1.30. FORCE MAJEURE:** You agree that HS shall not be held responsible for damages caused by delay or failure to perform obligations under the terms of this Residence Agreement when the delay or failure is due to circumstances beyond the reasonable control of HS, including without limitation, natural disasters or acts of God; acts of terrorism; labour disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond HS' reasonable control ("**Force Majeure**").

When feasible and depending on the nature of the Force Majeure circumstance, HS will decide:

- A) whether or not to cancel or reschedule the pertinent obligation as soon as practicable after the Force Majeure condition ceases to exist; or
- B) to make amendments to this Residence Agreement, to any policies, protocols, guidelines, instructions to address or in order to respond to the Force Majeure circumstances; or
- C) to terminate your Residence Agreement. In such case:
 - i. the University will use reasonable efforts to mitigate the impact of termination of the residence agreement on you and give you as much advance notice of such termination as it can, given the circumstances, but you acknowledge that you may be asked to vacate your room and the residence building within a short period of time, for example, within twenty-four (24) hours' notice; and
 - ii. Section 1.9 – Obligation to Vacate Upon Termination of the Residence Agreement will apply and you agree to give up possession of, and vacate, your residence room, removing yourself along with all your belongings, within the timeframe established by HS; and
 - iii. provided that you are not in breach of the Residence Agreement, the University will apply a prorated credit to your University student account for the residence fees that you have paid up to the date of termination; and
 - iv. the University is not responsible for costs, expenses, or losses you may incur due to the termination of the Residence Agreement by reason of a Force Majeure.

Section 2: Resident Rights and Obligations

- 2.1.** 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 and respect for each other. HS employees, including Coordinators, Community Advisors, Team Leads, Peer Supports and Safety Ambassadors are available to offer support. You are required to cooperate with employees to ensure that community standards are maintained. This may involve engaging constructively in community events, such as meetings and mediations, being proactive in addressing community issues, and following directions from employees.
- 2.2.** You and your guests, or anyone acting on your behalf, have an obligation to respect the residents' rights and to comply with the Residence Agreement, Code of Conduct and Disciplinary Procedure, 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 and well-being. In keeping with these expectations, you and your guests or anyone acting on your behalf, must cooperate with University employees or other persons of authority.
- 2.3.** You and all residents have the right to protection under the law and under this Residence Agreement, as well as the right to a fair process under the Code of Conduct.
- 2.4.** Community Advisors and Peer Supports give important information about the residence during community meetings. As a member of your community, it is your right and obligation to attend these meetings. If you cannot attend, it is your responsibility to inform your Community Advisor or Peer Support, and you are responsible for getting updated on what transpired during the meeting.
- 2.5.** HS employees will send written correspondence to your uOttawa email address. It is your responsibility to regularly check and read your emails.
- 2.6.** 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 require support and assistance to live in the residence, you will need to cooperate in identifying reasonable measures 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, or well-being of yourself or other residents, you may be required to leave residence.
- 2.7.** To ensure that all records remain confidential, HS does not disclose resident information except as indicated under section 1.25. 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.

Section 3: Code of Conduct and Disciplinary Procedure

COMMUNITY OBJECTIVE

We strive to foster a strong sense of community, while at the same time helping residents to grow and develop in all aspects of their lives. Therefore, we ask you, as members of your residence community, to help us build and maintain a safe, clean, accepting, and respectful living and 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 residences operated by the University of Ottawa. You, your guests and anyone acting on your behalf are expected to act responsibly when living in residence and when engaging with other residents and with HS staff (whether online or in person). For the purposes of this Section 3, “**online**” in reference to conduct means any conduct taking place over digital devices like cellphones, computers, tablets or occurring through apps, chats, blogs, web posts, social media or other online forums.

This means that we expect you, your guests and anyone acting on your behalf to behave in a manner that treats others with respect, contributes to a student living environment in which diversity, inclusiveness are valued and that complies with this Code of Conduct.

This document provides Housing Service with a disciplinary procedure by which it may impose conduct outcomes 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 residences operated by the University of Ottawa.
- Coordinator: Housing Service Residence Life professional staff member who supervises community advisors and peer supports.
- Community Advisor: Housing Service Residence Life student staff, hereinafter referred to as “CA.”
- Peer Support: Housing Service Residence Life student staff, hereinafter referred to as “PS.”
- Safety Ambassador: student staff trained to patrol residences and report safety and security issues and perform conduct meetings.
- Protection Services: means University of Ottawa Protection Services officer or designated emergency medical respondent or guard hired by Protection Services.

CODE OF CONDUCT

The University of Ottawa Housing Service has no tolerance for behaviours that threaten the safety and well-being of residents. You and your guests or anyone acting on your behalf must respect and observe the rights and obligations set out in Section 3, and you will not engage in the following conduct, whether that conduct occurs in person or online:

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

3.2. 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.

3.3. VIOLENCE:

A) 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).

B) 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.

3.4. HARASSMENT: in accordance with University of Ottawa Policy 67a, harassment of students, staff, visitors, contractors and volunteers, faculty and any other community members: “**Harassment**” means engaging in a course of, by any method or means, 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 them; involves the use of abusive, threatening language and/or behaviour. Formal and informal complaints are handled by the Human Rights Office.

3.5. SEXUAL VIOLENCE AND/OR SEXUAL HARASSMENT: in accordance with University of Ottawa Policy 67b: “**sexual violence**” means any sexual act or act targeting a person’s sexuality, gender identity, or gender expression, whether the act is physical or psychological in nature, that is committed, threatened, or attempted against a person without the person’s consent. It includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, and sexual exploitation. For further clarity, sexual assault includes rape. Sexual harassment is defined in policy 67a as a form of harassment (engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome) and consists of:

3.5.1. sexual solicitation or unwanted sexual attention from a person who knows or ought reasonably to know that such attention is unwanted.

3.5.2. implied or expressed promise of reward for complying with a sexually oriented request.

3.5.3. implied or expressed threat of reprisal or actual reprisal for refusing to comply with a sexually oriented request.

3.5.4. a sexual relationship that constitutes an abuse of power in a relationship of authority; or

3.5.5. a sexually oriented comment or behaviour that may reasonably be perceived to create a negative psychological and emotional environment for work or study.

Complaints are handled by the University of Ottawa’s Human Rights Office.

3.6. UNAUTHORIZED ENTRY AND/OR PRESENCE in the residence: Upon request, residents and/or others must show their student identification cards to authorized University officers. Guests must be accompanied by the resident responsible for them at all times. Residents

are prohibited from allowing unauthorized access to the residences, such as by propping doors, allowing access other than through the main entrance or any other access points, lending of keys/fobs/access cards, bypassing guest registration, and opening access-controlled doors to others. You may be held accountable for the access you provide by not reporting a lost or stolen key/fob/access or student card. Tampering with or reproducing keys or access cards or other device without HS authorization to gain access to the residence and/or to provide access to unauthorized people in residence will lead to termination of the Agreement.

- 3.7. DAMAGE/REMOVAL AND DESTRUCTION OF PROPERTY:** Residents are prohibited from 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.
- 3.8. UNAUTHORIZED USE OF AND/OR TAMPERING WITH EQUIPMENT OR SERVICES:** Residents are prohibited from: 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. As specified in the *Ontario Fire Code* (clause 6.3.3.6.), “No person shall disable a smoke alarm.” Any person found tampering with, covering, and/or modifying their smoke alarm or other equipment will be charged fees including fines and/or the cost to repair damages.
- 3.9. FIRE SAFETY AND EMERGENCY EVACUATION:** Residents are responsible for evacuating the building in the event of a fire alarm. Failure to do so may result in disciplinary measures. If you know in advance that you will require assistance in evacuating the building, you must notify residence@uOttawa.ca before move-in.
- 3.10. 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.
- 3.11. 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.
- 3.12. WEAPONS:** weapons, imitation weapons or any object that HS consider dangerous to the health and/or wellbeing of residents are strictly forbidden (for example: firearms, pellet guns, paintball guns, firecrackers, cap guns, replicas of weapons, hazardous substances/materials etc.)
- 3.13. ALCOHOL:** The following is not permitted in residence:
- 3.13.1.** being in a state of intoxication and causing disturbance to others due to alcohol consumption.
 - 3.13.2.** supplying alcoholic beverages to any person under 19 years of age.
 - 3.13.3.** being in possession of or consuming alcoholic beverages while under the age of 19.
 - 3.13.4.** having guests consume alcohol in your room/unit if you are under the age of 19.
 - 3.13.5.** consuming alcohol in unauthorized areas such as in the common areas (bathrooms,

hallways, elevators, staircases, premises outside of the residence building, balconies).

- 3.13.6.** being in possession of, or consuming, alcoholic beverages at a residence where an activity has been designated as a “dry” event.
- 3.13.7.** promoting the consumption of, and/or the abuse of, alcohol.
- 3.13.8.** promoting and/or participating in 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.
- 3.13.9.** being in possession of any amount of alcohol deemed excessive by the HS or Protection Services (i.e., bubas, Texas mickeys, draft balls, kegs, etc.). They will be confiscated by an authorized University representative.
- 3.13.10.** use and/or possession of alcohol in glass bottles in lounges and/or other common areas of the residences.
- 3.13.11.** selling, bartering, or trading alcohol.
- 3.13.12.** accepting sponsorship from representatives of beer or alcohol companies for an event or activity in residence.
- 3.13.13.** having alcohol shipped or delivered to the residence.

Alcoholic beverages must be in plastic containers and are permitted in the residence room, in the common area of a Hyman Soloway, 45 Mann, and Annex residence unit, in designated floor lounges, and at licensed events approved by HS. No kegs or large containers of alcohol are allowed.

Alcoholic beverages found on anyone (residents or guests) under the age of 19 in all residences operated by the University of Ottawa will be confiscated by an authorized University representative. Employees accompanied by a Protection Services officer can also inspect rooms of residents who are under 19 years of age in residences operated by the University if there is reason to believe that there may be alcohol inside the room.

3.14. DRUGS: Residents are prohibited from using, possessing, selling, or distributing drugs or controlled/prohibited substances. Residents must:

- 3.14.1.** keep all prescription drugs in original containers;
- 3.14.2.** ensure that information given by the pharmacy (i.e., dosage) is included; and
- 3.14.3.** submit the above, when requested, to a HS or Protection Services’ employee.

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.

3.15. CANNABIS: In accordance with federal and provincial legislation related to the legalization of cannabis, the cultivation, possession, use (smoking, vaping, or edibles), and distribution of cannabis remains prohibited for those under the age of 19. The University of Ottawa's policy regarding cannabis in residence is:

- 3.15.1.** You must be 19 years of age or older to buy, use, or possess cannabis.
- 3.15.2.** You will be allowed to possess no more than 30 grams of recreational cannabis.
- 3.15.3.** You cannot make your own cannabis edibles in University residence kitchens.
- 3.15.4.** You cannot smoke or vape cannabis in University residences, which are smoke-free.
- 3.15.5.** You cannot smoke or vape within nine metres of any entrance or air intake.
- 3.15.6.** The cultivation of cannabis plants is prohibited in University-operated student residences.

You cannot have cannabis shipped or delivered to the residence. Therefore, you must have your package delivered to a Canada Post office for pick up. Cannabis must be kept in airtight containers.

Housing Service may impose additional rules or modify this Residence Agreement, from time to time, as it relates to cannabis and the University residences, and you agree to comply with such additional rules or changes to this Residence Agreement.

3.16. SMOKING: With the exception of the Procedure for Smudging in Residence, residents are prohibited from smoking or burning any substance in residence, including but not limited to cigarettes/tobacco, cannabis, vaporizers, e-cigarettes, incense. Also, in accordance with the City of Ottawa by-laws and University Policy 58, smoking, burning or vaping of any kind is not permitted within 9 metres of residence buildings or any smoke-free outdoor areas. Intervention, replacement, and work-related costs (i.e., painting, cleaning) resulting from those activities will be charged to the resident at fault. Strong odours indicating that smoking or consumption is occurring are grounds for investigation, intervention, AND disciplinary measures including probation and possible eviction.

3.17. GAMES/ACTIVITIES/PRANKS/GAMBLING AND BETTING: Residents are prohibited from participating 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 which may cause damage to a residence.

3.18. 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 taken to keep quiet 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; 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 and are required 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 and such advertisers may be held responsible for the actions of the attendees.

- 3.19. QUIET HOURS:** Excessive noise at any time is not acceptable. The City of Ottawa Noise By-law (#2017-255) states that quiet hours are from 11 p.m. to 7 a.m. on weekdays, and until 9 a.m. on Saturdays, and until 12 p.m. on Sundays. 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. Quiet hours during exam periods are 24 hours a day. Fees for Protection Services interventions may be charged. **In emergency or urgent situations, HS may need to conduct noisy work during these quiet hours (e.g., running a fan to dry areas after a flood).**
- 3.20. HAZING:** Residents are prohibited from engaging in hazing activities. Hazing is defined as an act that endangers the mental or physical health or 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.
- 3.21. ACTIONS ENDANGERING:** Residents must comply with all posted signage, including capacity limits, and immediately comply with any safety instructions provided by staff. Residents are prohibited from taking actions that endanger or potentially endanger the health, well-being, and security of any individual, including themselves (for example, remaining in residence in the event of a fire alarm, propping open access-controlled doors, etc.)
- 3.22. INDECENT EXPOSURE:** is defined as action involving exhibitionism, appearing naked, urinating in public areas or common areas.
- 3.23. OTHER PROHIBITED ITEMS:** Residents are prohibited from possessing any item or material in the residence that is illegal, could affect the security, well-being, and comfort of themselves or other members of the community or that otherwise disrupts or interferes with student residence activities.
- 3.24. Training:** You must complete the mandatory eLearning training sessions communicated to you when you apply to, before you move in or during your stay in residence. These mandatory eLearning sessions must be completed to enable you to move in to or stay in residence. Failure to complete the mandatory eLearning will result in an inability or a delayed move into residence or the inability to remain in residence.

DISCIPLINARY PROCEDURE

- 3.25. Accountability:** Violations of the Residence Agreement, 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 risk of potential consequences should the violation be repeated.

Neither ignorance of the rules, mental or physical health 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, you are expected to seek help from the appropriate resources before the situation requires HS to intervene by imposing disciplinary or preventative measures. The University has a variety of resources available on campus and you can visit the for a list of resources available to you on campus that include

Health Services, Student Support and Counselling Service. You may also contact HS for a referral to the appropriate service.

- 3.26. Conduct Meetings:** Depending on the severity of the offence, you may be required 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 conditions or consequences you must adhere to. HS may choose to invite representatives from our partner services to attend (such as Protection Services, Counselling Service, Human Rights Office, etc.). Meetings with HS staff cannot be recorded without written consent.

You are welcome to invite someone to attend your conduct meeting with you by informing the HS employee by email at least 24 hours prior to your meeting. The person accompanying you can be a:

3.26.1. Support Person: an individual that may attend any meetings in order to provide personal support to an individual (for example, a parent, friend). The support person cannot speak on behalf of the resident but may offer support and guidance to the resident in the meeting. The support person cannot be involved in the incident.

3.26.2. Representative: an individual chosen by the resident to help present their case. This may be in the form of an advocate or legal counsel. Residents are still expected to speak on their own behalf. Representatives are only permitted during the review process of termination decisions.

DISCIPLINARY OR PREVENTATIVE MEASURES

- 3.27.** 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 well-being 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:

3.27.1. INTERIM MEASURES: Interim measures may be put in place for the safety and well-being of the residence community while further investigation into the incident is conducted.

3.27.2. VERBAL WARNING: A report of the violation will be placed in your file, and you will receive a verbal warning against further violations. In the event that you are involved in another incident, your consequences will be more severe.

3.27.3. DEVELOPMENTAL OPTION: You will be required to write a reflective essay, complete a learning module, and participate in an informational seminar related to the nature of your offence, and/or other options as necessary. If you are unable to complete this requirement, another consequence will be assigned.

3.27.4. RESTORATIVE JUSTICE: 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.

3.27.5. 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 or your residence agreement.

- 3.27.6. 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.
- 3.27.7. 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.
- 3.27.8. DENIAL OF READMISSION:** HS reserves the right to deny your application to residence for a subsequent term.
- 3.27.9. 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.
- 3.27.10. FINANCIAL PENALTIES and FINES:** will apply in accordance with the terms of the Residence Agreement, and Code of Conduct and Disciplinary Procedure.
- 3.27.11. 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.

Section 4: Review Policy and Procedures

4.1. 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 review process must be visible and made known to employees, residents, and the University community.
- C) Residents may seek advice/support from community agencies and private individuals throughout the review process.
- D) Internal review requests must be submitted within 10 days of receiving the written notice of decision except in exceptional circumstances, e.g., illness.
- E) Internal review requests must be written.
- F) Internal Reviewers cannot be the original decision maker.
- G) Internal Reviewers must determine if the request for review is the result of discrimination, racism, or bias and, if so, conduct the internal review accordingly and act on these issues.
- H) Internal review 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 review at any time during the process. The request to withdraw must be written.

REQUEST FOR INFORMATION

- 4.2.** Residents may informally request information from the Manager, Residence Life to better understand the decision, the reasons for it, and the impact of the decision. Residents may request, in writing, a view of surveillance footage related to the incident. This request must be made to the Senior Manager, Student Experience and Support.

INTERNAL REVIEW: Requests for Internal Reviews must be submitted to the Senior Manager, Student Experience and Support.

- 4.3.** Where a request for an internal review is received, a member of the HS management team 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 a decision that the original decision is either upheld/varied or reversed and communicate the decision in writing to the Manager, Residence Life and the resident
- F) make recommendations, if any, on the implementation of the decision

- 4.4.** For residency termination decisions, the process above applies; however, HS Directors will be the HS management team members responsible for the process and decision. HS Directors may seek additional information from other sources, including the resident's home faculty and the Counselling Service as necessary. The resident will have an opportunity to meet with HS Directors and present their case and may be accompanied by a person as defined in Section 3.26.

- 4.5.** The review decision is final and cannot be further appealed.

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Logement et vie en résidence
Housing and Residence Life