Addendum to Residence Agreement, Code of Conduct and Disciplinary Procedure 2020-21

This Addendum is incorporated by reference into, and forms part of, the Residence Agreement, Code of Conduct and Disciplinary Procedure 2020-2021, attached as Appendix 1 to this Addendum (referred to as the “Residence Agreement”) between you (student who has accepted a residence room offer) and the University of Ottawa, Housing Services (referred to as either “University” or “HS”).

1. Purpose of this Addendum
This Addendum to the Residence Agreement sets out additional terms and conditions related to you living in residence and to the evolving and exceptional circumstances resulting from COVID-19. This is a legally binding agreement between you and the University. If there is a conflict between the provisions of this Addendum and the Residence Agreement, the provisions of this Addendum will apply and take precedence.

2. COVID-19
COVID-19 is the respiratory illness that results from a highly contagious strain of coronavirus called the 2019 Novel Coronavirus. In March 2020, it was declared as a global pandemic.

The University may be subject to and must comply with laws, statements, declarations of emergency, directives, orders, guidelines, and recommendations issued, from time to time, by public health or government officials, courts, or other authorities (whether federal, provincial or municipal) regarding the spread of COVID-19 locally, in Canada, and internationally (referred to in this Addendum as “applicable laws”). Due to the evolving and exceptional circumstances resulting from COVID-19 and the University’s compliance with such applicable laws, you accept that your stay and experience in residence may not be as anticipated.

3. Information on risk and assumption of risk related to COVID-19
While the University takes reasonable measures to help lessen the risk of the spread of COVID-19 in connection with your stay in residence, you acknowledge having been informed that the spread of COVID-19 is a global pandemic and that COVID-19 is a highly contagious and dangerous disease and that contact with the virus that causes COVID-19 may result in you becoming seriously ill and may cause death. You also acknowledge that it is not possible to completely eliminate the risk of contracting COVID-19 and that there are risks of contracting COVID-19 associated with your stay in residence and living in congregated living settings and participating in events, services, and programs associated with living in residence. You acknowledge that you are voluntarily choosing to live in residence, accepting such risks and the consequences. By choosing to live in residence, you are representing that, to your knowledge, you do not suffer from any medical condition or disease that might put you at higher risk of contracting COVID-19 or that might hinder or prevent you from living in residence.

Updated July 24, 2020
4. **Effective date of this Addendum**

This Addendum is effective on the date that HS grants you access to your residence building and residence room and/or quarantine unit. By choosing to live in residence and by gaining access to your residence room and/or quarantine unit, you are agreeing to the terms and conditions in this Addendum.

5. **Changes to this Addendum and the Residence Agreement**

This Addendum and the Residence Agreement may be amended from time to time by HS without advance notice to you in order to respond to the evolving circumstances related to COVID-19, including, without limitation, changes to applicable laws and to University policies and procedures. You agree to comply with such further amendment.

6. **COVID-19 measures**

You agree to follow applicable laws and all HS or University COVID-19 safety measures, policies, directives, instructions, protocols, requests, or precautions as may be set out in this Addendum or as issued, posted, or communicated to you, from time to time, to help prevent the spread of COVID-19 (collectively referred to in this Addendum as “COVID-19 measures”). COVID-19 measures may apply in all residence spaces, including your room, common spaces, and other areas of the campus. Failure to comply with COVID-19 measures will be treated in accordance with Section 1.2 – Code of Conduct and Disciplinary Procedure and may result in your immediate eviction from residence and termination of the Residence Agreement.

Examples of COVID-19 measures include, but are not limited to: attending information or orientation sessions on COVID-19 measures before and/or during your stay in residence; adhering to requirements, such as physical distancing, practicing hand hygiene, wearing face coverings, self-isolation, respecting limits on gatherings or group sizes; and also the following:

**Illness, self-isolation**

If you do not feel well or if you have COVID-19 symptoms, or are concerned that you have been exposed to COVID-19, visit Ottawa Public Health website for information about symptoms and self-isolation, and complete the self-assessment tool, seek medical attention, and notify HS (613-562-5885). If you have received a positive test result for COVID-19, you must immediately contact housing service at (613) 562-5885.

If you are self-isolating, you must comply with the self-isolation protocols attached as Appendix 2. This includes, but is not limited to: getting tested when recommended to do so by public health officials; reporting testing results to HS; disclosing to Ottawa Public Health that you live in a university residence (for contact tracing purposes); and moving to an isolation unit should it be deemed necessary by HS. HS will provide you with face masks and will arrange to have 3 meals a day delivered to you during your self-isolation period.

**Non-medical face masks or coverings and physical distancing**

Non-medical face masks or coverings are mandatory in all public spaces in Ottawa. This includes residence common areas, lobbies, hallways, elevators, and all other areas as identified by the University. Physical distancing must also be respected, even when wearing a mask or face covering. Congregations of groups inside or outside of residence buildings where physical
distancing is not maintained and face masks or coverings are not respected are not permitted. If you have a disability or medical condition that prevents you from wearing a face mask or covering, you must notify HS.

**Emotional support animals and self-isolation**

If you have received permission, or plan to apply for permission, for an emotional support animal in residence as per Section 1.12 – Requests for Support and Adaptive Measures of the Residence Agreement, you must demonstrate that you have made alternate care arrangements approved by HS for your animal should you be required to self-isolate. Self-isolation with an animal will not be permitted as you are unable to leave your residence room as per the self-isolation protocol attached to this Addendum as Appendix 2.

**Guests and social circles**

Until otherwise directed by HS, no guests other than residents within your own residence building are permitted. You may visit in your unit with another resident from your building as long as you respect physical distancing of 2 metres (6 feet) at all times. Even when physically distanced in a unit, it is recommended that you always wear a mask when you are visiting with other residents in your building. The number of guests permitted in your unit at any one time is limited by the number of residents who can maintain a physical distance of 2 metres (6 feet) up to a maximum of 2 guests per resident (for larger residence rooms).

Social circles of no more than 10 people can interact with one another without physical distancing. Everyone living in the same room/unit is in a social circle. You or others in your circle cannot be in more than one circle. Therefore, you must consider your roommates as part of your social circle.

You may leave residence to visit with anyone within your social circle. You must wash your hands and respect good hygiene upon return to residence.

You can find more information on creating social circles on the Ontario government COVID-19 website.

**Common rooms**

The University reserves the right to close any common areas of residence buildings. Common lounges are closed until further notice and may open at a later date with restricted access. Select common laundry rooms and common kitchens will remain open with restrictions and protocols that must be followed. Fitness rooms in 45 Mann, Annex and Friel residences remain closed until further notice.

**Room cleanliness and inspections**

As stated in Section 1.15 – Condition of Room/Inspections, you must keep your room and common areas clean and in good order and condition; failure to do so may result in additional charges to you and your roommates. A starter cleaning kit with instructions will be provided to each residence room. Regular inspections will be conducted by HS. You agree to clean your room upon request by HS.
7. Force Majeure and Termination by Housing Services

If a residence or residences cannot open, or opening is delayed, or the residence must close, or the University cannot perform its obligations under this Addendum or Residence Agreement due to circumstances related to COVID-19 or other public health emergencies or communicable disease outbreak, or due to applicable laws or due to any other events or causes which are beyond the reasonable control of the University (“Force Majeure”), HS may terminate your residence agreement. In such case:

a) 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

b) 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

c) provided that you are not in breach of the Residence Agreement, the University will apply a pro-rated credit to your University student account for the residence fees that you have paid up to the date of termination; and

d) 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.

Should you elect to move out of residence before the end of your agreement due to COVID-19, or for any other reason, but are under no obligation to do so by HS, you remain responsible for your fees as per section 1.4 of the Residence Agreement and all terms described in section 1.4 of the Residence Agreement will apply.

8. Room assignments, fees and adjustments

The University reserves the right to determine which residence buildings and rooms are available for occupancy and to assign and reassign you to a residence room in order to comply with the COVID-19 measures.

HS may move you to a different room or different residence at any time as a result of COVID-19 measures, or for the benefit of the overall residence community, and in such case, this may result in an additional charge and/or adjustment of fees depending your new room type, location, and meal plan requirements.

If you have already accepted your offer for a room type that is no longer available for occupancy due to the COVID-19 measures, you will be reassigned to another room type at no additional cost, even if that room type typically has higher fees. However, should the University re-open other residence buildings in the 2021 Winter term, you may choose to move to another such residence building or room type for which you had originally applied should it become available for occupancy. Should you select to remain in your current residence, your fees will be adjusted to the fees typically associated with that room type.

Updated July 24, 2020
If no room of any type is available in any residence due to COVID-19 measures, HS will use reasonable efforts assist you in finding alternative accommodations but HS is under no obligation to locate, secure, or pay for any such other alternative accommodation and may terminate the Residence Agreement for Force Majeure under Section 7 of this Addendum.