

Campus Living

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1.0 Administration

1.1 Definitions

In this Contract, the following **Definitions** are used:

Affordable Housing – apartments in residence subject to the Affordable Housing Agreement between The University and Manitoba Housing.

Campus Living – The University of Winnipeg department that administers its residence program.

Deposit – The payment made as part of the application process to reserve a room in residence and held by Campus Living during the resident's occupancy. See Section 1.11 for full definition.

Diversity Foods, Diversity Food Services – Diversity Food Services is Contracted by The University to provide meal options to residents.

Fine – a charge levied against a student because of Contract violations.

Occupancy - See Section 1.9.

Occupant – any person authorized by Campus Living to share right of access to a resident's room during the resident's occupancy.

Portal, StarRez Portal – The website through which the resident applies to live in residence, makes online payments, updates personal information, and reports room maintenance issues.

Residence – Buildings or subdivisions of buildings owned, leased, or otherwise administered by Campus Living for the purpose of providing rooms to students.

Residence Agreement – See Section 1.8.

Residence Fees – charges payable by the resident to the University for room fees, tenant insurance, and meal charges.

Resident – the student who enters into a Residence Agreement with The University.

Resident Advisor, RA – Residents employed by The University to act as agents of Campus Living while living in residence.

Room – the private physical space in residence a resident and their occupants are authorized to access and occupy.

Sanction – Any penalty imposed against a resident by Campus Living for Contract violations determined by Campus Living.

Senior Resident Advisor, SRA – Residents employed by The University to act as agents of Campus Living while living in residence. SRAs work in a supervisory capacity to RAs.

Student – A person who has a student number and is registered for academic courses at a Winnipeg post-secondary academic institution or The Collegiate.

Term – the time periods according to which residence fees are charged to the student, including Fall, Winter Break, Winter, and Spring terms.

The University, UWinnipeg, UW – The University of Winnipeg. Campus Living is a department of The University and has the power and authority to act on behalf of The University with respect to this Contract.

Violation – any action contrary to the policies outlined in The Contract determined by Campus Living to have been committed by a resident, occupant, or visitor.

Visitor – an individual admitted to any residence area for which they have neither signed a Residence Agreement nor been approved as an occupant; this definition is applicable to both resident and non-resident visitors.

Winter Break – The period of time between Fall and Winter term (from December 20, 2018 at noon to January 4, 2019 inclusive) not included in the standard Academic Year and 1st Year Guarantee occupancy periods. To extend occupancy to Winter Break the resident must select this option on the application or from Campus Living and pay the Winter Break fee with Fall residence fees. Fall-only students are not eligible for Winter Break.

1.2 Application of Contract

This Contract applies to Residence Agreements between The University of Winnipeg Campus Living and its residents for occupancy periods between August 22, 2018 and August 22, 2019.

1.3 Compliance with Laws

The resident and Campus Living will abide by all applicable Federal, Provincial, and Municipal laws.

1.3.a Non-application of the Residential Tenancies Act

According to Part 1, Section 3(1)(g) of the *Residential Tenancy Act* of MB, the Act does not apply to 'living accommodation provided by an educational institution to its students', such as those provided by The University of Winnipeg.

1.3.b FIPPA Disclaimer

Campus Living collects personal information from students under The University of Winnipeg Act and 36(1)(b) of The Freedom of Information and Protection of Privacy Act (FIPPA) for the purpose of administering The University of Winnipeg's Campus Living program. Personal information may be shared with other departments of The University of Winnipeg, and disclosed to third parties, for the same purpose. If you have any questions regarding this collection, please contact The University of Winnipeg's Information and Privacy Officer at 515 Portage Avenue, Winnipeg, MB, R3B 2E9, 204.988.7538.

1.4 Unforeseen Circumstances and Residence Service Interruptions

In the case that Campus Living is unable to fulfill its obligations due to forces beyond its control, Campus Living will provide an alternate room (subject to room availability) or provide a prorated refund of residence fees (excluding tenant insurance) for the remainder of the resident's occupancy. Except as specifically provided herein, Campus Living will not be liable for damages, losses, or its inability to provide the contracted services and room.

On-going maintenance, renovation and construction projects may happen in and around residence. Campus Living will take measures to ensure that prudent construction practices are followed, but there may be noise, dust, and temporary interruption of some services, including food services. Residents may be required to temporarily or permanently relocate to facilitate construction or renovations to their residence area.

1.5 Eligibility

To be eligible to live in residence, one must be registered in academic courses at a Winnipeg post-secondary academic institution or The Collegiate during their occupancy.

Campus Living may verify the academic status of UWinnipeg students periodically in the student database.

Students of schools other than UWinnipeg will not be admitted into residence without proof of enrollment at their academic institution. Campus Living may request and keep a copy of the student's identification card and/or course registration.

1.5.a Eligibility of Minors

Minors (persons under age 18) are under Manitoba's legal age of majority and must have custodian sign and submit a Custodianship Form as part of the application process. The custodianship requirements are detailed in Appendix C. All minors are able to select room preferences during application, however they may be assigned to a room and building that allows for appropriate residence supervision.

1.5.b Eligibility for New Resident Priority

UWinnipeg students who receive their first UWinnipeg acceptance letter and will attend UWinnipeg for the first time in Fall are eligible to select New Resident Priority Room Offer on the Academic Year Application.

1.5.c Eligibility for Family & Affordable Housing

Family Housing is available to either (a) married or commonlaw couples, living with or without their children or (b) single parents living with their children.

The Affordable Housing Program is designed for lower-to-moderate income households whose Total Household Income (THI) is below the Program Income Limit. Residents in Affordable Housing must comply with the conditions in Appendix B.

1.6 Application Requirement

Students must complete an online application prior to signing a Residence Agreement and occupying a residence room.

1.7 Room Offer

A room offer is sent by email to the student specifying the room type, occupancy period, and a deadline to accept the room offer.

Students who miss their offer deadline will have their application and room offer cancelled. The student may reopen their application by contacting Campus Living.

Students may cancel a room offer in writing as per Section 1.13 "Cancellation".

1.8 Residence Agreement

The Resident Agreement is the document that gives a student the right of occupancy to a specific residence room during a specific time period, in exchange for adhering to the terms of the Campus Living Contract. The Residence Agreement lists the residence room, occupancy period, and conditions of the student's occupancy in residence. Changes to Residence Agreements must be made in compliance with Sections 1.13 through 1.14 of the Contract.

1.9 Resident Occupancy

The occupancy period defines the time period a resident has right of occupancy to a specific residence room and for which the resident is financially responsible to The University.

Only the resident, and occupants approved by Campus Living, have right to access and occupy the residence room.

Standard occupancy periods are based on the type of application completed by the resident and are listed in Appendix A.

A Residence Agreement for a specific occupancy period does not guarantee an extension to additional periods.

1.10 Residence Fees & Payments

Residence fees are charged and are payable by the resident according to the pricing and payment schedules in Appendix D of The Contract. Residence fees are payable in full except for compassionate reasons and as described in Section 1.14 "Transfer and Termination of Residence Agreements".

1.10.a Payment Violations

Late payments are when a student has an outstanding balance after any applicable payment deadline. This applies to standard, monthly, and alternative payment schedules. Late/incomplete payments are subject to late fees; multiple late fees may be classified as non-payment

Non-sufficient funds (NSF) cheques are cheques returned from the bank due to insufficient funds in issuer's account. In each case, NSF fees apply. Multiple NSF cheques may be classified as non-payment.

Non-payment is when a student has not paid according to an overdue payment letter, or has accumulated multiple late or NSF payments within an 8 month period. In such cases, an

eviction warning letter is issued and a hold is applied to the student's account.

1.10.b Consequences of Payment Violations

Late Fees. The day after a payment deadline, incomplete or absent payments are subject to a \$50 late fee and an overdue payment letter. Multiple late payments may result in non-payment status and/or payment plan cancellation.

NSF Fees. NSF payments incur a \$45 NSF fee, \$50 late fee, and an overdue payment letter. If 2 NSF payments are made within an 8 month period, payment plan cancellation applies and the student will be required to pay their residence fees for the current term. Additional NSF payments will be treated as "non-payment".

Hold. A hold is applied in cases of non-payment. A hold prevents students from making changes to course registration, obtaining transcripts, graduating, and applying for residence. Holds are removed only when the overdue balance is paid. Residence-specific holds may be applied indefinitely in some cases (see Non-renewal, below).

Eviction Warning. An eviction warning is issued in cases of non-payment. It gives a student a final deadline to pay outstanding residence fees, after which an eviction notice may be issued and the student's occupancy terminated by the University (See 1.15 "Eviction (Termination by the University)").

Meal Plan Holds. Meal Plan holds prevent students from using their meal dollars. Meal Plan holds are only removed when the overdue balance is paid.

Salto Card Deactivation. In case of non-payment and where a resident fails to meet with Campus Living Salto, access may be deactivated.

Payment Plan Cancellation. Payment plans maybe be cancelled when 2 or more late payments occur within an 8 month period. When a payment plan is cancelled, the student is required to pay the remainder of unpaid residence fees for the current term immediately, and becomes ineligible for payment plans in future terms.

Non-renewal. Non-renewal is when a residence-specific hold is applied indefinitely to prevent the student from applying to live in residence.

Eviction. When violations escalate past the eviction warning deadline, an eviction notice may be issued as described in Section 1.15 "Eviction (Termination by the University)".

Collections. Overdue charges still outstanding at the end of a fiscal year may be sent to a collections agency, affecting the credit rating and student status of the resident.

1.11 Deposits & Room Reservations

1.11.a Application Deposit Requirement

Payment of a deposit is a mandatory part of the application process for new and returning applicants. The deposit reserves a room until the resident's occupancy is scheduled to begin and is held by Campus Living throughout the resident's occupancy.

After the resident's occupancy begins, the deposit is retained or refunded by Campus Living as per the policies below.

1.11.b Deposit Refunds & Deductions

Deposits are refundable only when a resident moves out of residence according to Section 1.18 "Move Out Process". Outstanding residence fees owed by the resident at their move out date will be deducted from the deposit before it is refunded. In the event that the outstanding fees exceed the deposit value, the resident will be responsible to pay the difference in amount, or financial sanctions in Section 1.10.a "Payment Violations" apply.

Deposits are forfeited to Campus Living in cases described in 1.11.c "Forfeit of Deposit", below.

1.11.c Forfeit of Deposit

A deposit is forfeited to Campus Living in the following cases:

- The student cancels an upcoming room offer as described in Section 1.13.a "Cancellation Before Start of Occupancy";
- The resident terminates their Residence Agreement as in Section 1.14 "Transfer and Termination of Residence Agreements";
- The resident is evicted as in 1.15 "Eviction";
- The resident abandons the room as defined in Section 1.15.a "Abandoned Room and Personal Property";
- The resident moves out of residence and does not complete the move-out procedure (as defined in Section 1.18 "Move Out Process" within six months of the move out date;
- A refund has been issued to the resident but has not been cashed or deposited within six months of the refund's date of issue.

1.12 Room Changes

All room change requests are subject to approval by Campus Living. Approved room changes are subject to a \$50 fee, plus meal plan termination fee where applicable (See Section 1.14.c "Termination Fees"). Room change requests made in August, September, January, or April will be considered only in exceptional circumstances. When a room change is approved by Campus Living, a new Residence Agreement is signed for the new room & occupancy period.

Meal termination policies and fees outlined in Section 1.14 "Transfer and Termination of Residence Agreements" apply to students who cancel their meal plan due to a room change from a room type with mandatory meal plan to one without.

The resident is responsible to update their address with their service providers, government agencies, etc. as Campus Living will not forward mail or arrange for transfer of service.

1.13 Cancellation & Fall-Only Occupancy

1.13.a Cancellation Before Start of Occupancy

Students may cancel an upcoming occupancy for which no Residence Agreement has been signed by contacting Campus

Living in writing and forfeiting their deposit. After the scheduled start of occupancy or a Residence Agreement has been signed, termination fees outlined in Section 1.14 "Transfer and Termination of Residence Agreements" apply.

1.13.b Fall-Only Occupancy: Visiting & Graduating Students

Students registered for classes in Fall term only, as defined below, are eligible to request Fall-only occupancy on the Academic Year application without paying termination fees. Fall-only students who identify themselves after completing the application are subject to termination fees outlined in Section 1.14 below. Approved fall-only students must move out by the end of Fall term and are not eligible for Winter Break occupancy.

Eligible Fall-only students include the following:

- Visiting students enrolled at The University in Fall academic term only on a Letter of Permission. Documentation of visiting student status from the student may be required.
- Students graduating within fall term. Such students must provide a letter from their department chair or university registrar confirming their graduation date.

1.14 Transfer and Termination of Residence Agreements

The policies in this section apply after a Residence Agreement has been signed and/or the scheduled occupancy period has begun.

1.14.a Option 1: Transfer of Residence Agreement

The primary option for ending a residence occupancy is to transfer the Residence Agreement to another UWinnipeg student approved by Campus Living.

The new applicant must meet eligibility criteria in Section 1.5 "Eligibility", must be a registered UWinnipeg student at time of application, have no holds or outstanding balance on their student account, and not be a current resident or applicant of Campus Living. The new student must complete the appropriate online application, including application fee and deposit, and sign a Residence Agreement, to be approved by Campus Living.

The current resident pays the following fees when transferring their Residence Agreement:

- Termination fees as outlined in 1.14.c "Termination Fees";
- Rent fees prorated to start of the incoming resident's scheduled occupancy;
- Meal plan fees, if applicable: the greater of the actual dollars spent or the term amount prorated to the end of the month of termination, plus the administrative fee;
- The full per-term insurance fee;

1.14.b Option 2: Termination of Residence Agreement

If no eligible student is available to transfer the Residence Agreement, the resident may terminate their Agreement by the applicable deadline (see below) by paying the following fees:

- Termination fees as outlined in 1.14.c "Termination Fees";
- Rent prorated to the end of the month of termination;
- Meal plan fees, if applicable: the greater of the actual dollars spent or the meal plan amount prorated to the end of the month of termination, plus the administrative fees;
- The full per-term insurance fee;

1.14.c Termination Fees

- Deposit: The Deposit is forfeited when terminating as per Section 1.14.b "Termination of Residence Agreement".
- Residence Termination: A \$100 Termination Fee applies in cases outlined in 1.14.a "Transfer of Residence Agreement", while a \$400 Termination Fee applies in cases defined in Section 1.14.b "Termination of Residence Agreement".
- Meal Plan Termination: When cancelling a meal plan, a \$150 meal plan termination applies:
 - when terminating or transferring the Residence Agreement, or
 - when changing from a room type with a mandatory meal plan to one without, or
 - o after receiving a meal card for an optional meal plan.

1.14.d Termination Deadlines

Residence Agreements may only be transferred or terminated before the applicable deadlines:

- Academic Year & Family Housing Wednesday, December 5, 2018
- Winter Agreements
 Wednesday, February 6, 2019
- Spring Agreements
 Wednesday, June 5, 2019

1.15 Eviction (Termination by the University)

Significant violations of this contract by the resident may result in eviction, the termination of the resident's occupancy by The University. Grounds for eviction may include the following reasons:

- Non-payment as defined in Section 1.10.a "Payment Violations";
- Severe or multiple violations of The Contract;
- Non-compliance with Eligibility criteria defined in Section 1.5 "Eligibility";
- Abandonment as described in Section 1.15.a "Abandoned Room and Personal Property".

Residents whose occupancy is terminated by The University forfeit their deposit and are held liable for all residence fees implicated on their Residence Agreement, plus costs for room cleaning, repairs, and removal of personal items.

Details regarding the eviction process are found in Section 3.5.n.

1.15.a Abandoned Room and Personal Property

The room and any personal property therein may be deemed abandoned by Campus Living if any two (2) of the following conditions apply 10 days after any payment deadline:

- Non-payment as described in Section 1.10 "Residence Fees & Payments";
- The resident has not been in contact with Campus Living;
- A substantial amount of the resident's personal property is removed and the resident appears to have vacated the room;
- The resident has not checked into the room.

In such cases, the resident's occupancy will be terminated by The University. Campus Living will hold the resident's possessions for 10 business days before disposing of them.

1.16 Overholding the Room

Residents who do not move out by the end of their occupancy without prior Campus Living approval are not granted new right of occupation thereby. In such cases Campus Living may, without notice, enter and take possession of the room, remove the resident and all other persons and property, and use such force and assistance as deemed necessary to retake possession of the room.

1.17 Move In Process

Instructions related to the move in process are posted on the Campus Living website at http://uwinnipeg.ca/campus-living/rel-moving-in.html.

The standard move in date is the beginning of the occupancy period as stated on the Residence Agreement.

A scheduled move in time will sent by email. If a resident requires an alternate move in time, they must contact Campus Living at least 15 business days in advance. Note that early move ins are subject to Campus Living approval and may not be approved in all cases.

1.18 Move Out Process

Instructions related to moving out are posted on the Campus Living website at http://uwinnipeg.ca/campus-living/relmoving-out.html.

The standard move out date is the end of the occupancy period as stated on the Residence Agreement.

A scheduled move out time will be emailed to outgoing residents. If a resident requires an alternate move out time, they must contact Campus Living at least 15 business days in advance. Note that late move outs are subject to Campus Living approval and may not be approved in all cases.

Additional move out policies are outlined in Appendices F-H.

1.19 Mandatory Meal Plan

A meal plan from Diversity Food Services is required for residents of McFeetors Hall dorms. More information on specific meal plans is available in Section 5.0 "Meal Plans".

1.20 Liability

The University is not responsible for loss of, damage to, or theft of personal belongings. The resident is solely responsible for any damages to property not owned by The University, and is

protected by the tenant insurance purchased through Campus Living.

1.21 Tenant Insurance

A non-negotiable tenant insurance fee is included in residence fees each term. This fee is not prorated for residents with nonstandard occupancy periods. It is mandatory for all residents, even where existing coverage is in place.

Copies of the Insurance Contract are available from Campus Living and on the Campus Living website. Specific questions about the tenant insurance policy should be directed to the insurance provider.

2.0 Community Standards

2.1 Statement of Rights and Responsibilities

The well-being of all members in a residence community depends on the balance of the community's ability to meet the needs of every individual and vice versa. This balance is best achieved when everyone is aware of their rights and accompanying responsibilities to themselves, others and the community.

2.2 Rights of a Resident

- The right to sleep, socialize and study in a clean and safe living environment
- The right to privacy and confidentiality from the Campus Living Department with regards to all personal and student conduct-related information. For exceptions regarding the disclosure of information, please refer to Section 1.3.b "FIPPA Disclaimer".
- The right to have all reported residence violations or concerns addressed in a timely and efficient manner
- The right to a living environment that is free from unwelcoming, discriminatory or threatening behaviour that is physical, verbal or emotional in nature as outlined by The University's Respectful Living and Learning Environment Policy.
- The right to expect Campus Living to abide by the terms and conditions outlined in The Contract and follow departmental policies and procedures.
- The right to be accompanied by a representative of the University of Winnipeg Students' Association during disciplinary procedures.

2.3 Responsibilities of a Resident

As a member of the residence community, each resident has the following responsibilities:

- To read, understand and abide by The Contract Community Standards and follow Campus Living policies and procedures
- To treat all members of the residence community with respect and consideration
- To behave in a responsible manner and to accept responsibility for inappropriate behaviour or damages, including the corresponding consequences
- To accept the responsibility of personal and community health and safety, including but not limited to the misuse of life safety equipment, losing/sharing keys or fobs, failing to lock doors and windows.
- To report violations, damages or safety concerns to the Campus Living department in a timely manner
- To contribute positively to the residence community and cooperate with all members, including staff.

2.4 Procedural Fairness

The University adheres to standards of procedural fairness when investigating and making decisions about alleged

incidents. Procedural fairness is comprised of four core principles:

- The right to know the case against you;
- The right to an impartial and unbiased decision maker;
- The opportunity to be heard;
- The right to a decision and the rationale for that decision.

2.5 Community Standards Process

When a suspected incident occurs, an incident report is written by University staff, security personnel, and/or other witnesses. These reports are then reviewed by Campus Living Management to conduct an appropriate investigation.

If the investigation requires further information, Campus Living Management will contact the individual(s) involved through email to set up a meeting. The e-mail will request the individual to book a time to meet with Campus Living Management to discuss the details of the alleged incident. During the meeting, the individual will have the opportunity to give their own statement regarding the incident in question. The individual will receive incident related information and will be able to ask questions that may arise during the meeting. Failure to promptly respond to Campus Living may waive an individual's right to provide testimony and/or their own version of events. This timeframe may be reduced during circumstances where the safety or wellbeing of an individual or the Residence community is at risk. As a result, all decisions and accompanying sanctions will be determined based solely on the information that Campus Living has previously received.

Based on the information obtained during the student conduct meeting, Campus Living Management will decide whether or not the individual was responsible for the incident that violated Campus Living policies. If the individual is found responsible for violating Campus Living policies, they will receive documentation regarding the outcome of the student conduct meeting and any accompanying sanctions.

All Residents have the right to appeal the decision in writing to Campus Living within 5 business days of receiving documentation. Students have the choice of pursuing one of two appeal processes; to the Director of Campus Living or the Local Appeals Committee (LAC). See Section 3.6 "Appeals Process" for more information.

2.6 Alcohol (Level 1, 2, 3)

Residents who choose to consume alcohol while on University property, including residence, must do so responsibly and in compliance with municipal, provincial and federal laws.

2.6.a Alcohol Glorification

Displaying items in residence that glorify alcohol consumption is prohibited. Beer can walls, beer case displays and displays of alcohol bottles or any other large collection of recyclables are not to be kept in a resident's living space and must be removed immediately.

2.6.b Common Source Alcohol

Possession or consumption of 'common source' alcohol including kegs, Jell-O shooters, mini-kegs or other very large containers of alcohol (defined as anything larger than 14oz of beer/60oz hard liquor/1.5L of wine) is prohibited in residence.

2.6.c Drinking Games & Binge Drinking

Participating in drinking games in residence is prohibited. Drinking games constitute any activity involving skill, chance or endurance which one or more persons play according to a set of rules involving the consumption of alcohol. Examples of drinking games include but are not limited to; flip cup, beer pong, sociables, funneling and shot-gunning. The University reserves the right to confiscate alcohol-related paraphernalia (i.e. funnels) deemed to be associated with mass consumption of alcohol or its promotion in residence.

2.6.d Overconsumption of Alcohol

Consuming alcohol to the point of intoxication, where a student becomes a burden to staff or friends, or is a danger to themselves or the community is prohibited.

2.6.e Prohibited Areas for Consumption (Open Alcohol)

Alcohol consumption may only occur within a resident's room or building lounges and is prohibited in public areas of residence buildings. Public areas include but are not limited to elevators, washrooms, laundry rooms, main lobby of McFeetors, and front stoops of Balmoral. Alcohol is prohibited in exterior areas of each Residence building and must remain indoors in the aforementioned designated areas.

2.6.f Transport of Open Alcohol

Alcohol may only be transported in a closed container in residence. Alcohol that is defined as closed should be able to be tipped upside down without spilling upon request (the blizzard principle).

Non-glass containers are recommended for alcohol storage whenever possible.

2.6.g Underage Alcohol Consumption

Alcohol may only be consumed by those students who have reached the legal drinking age (18 years). Underage drinking is not permitted in Residence. Students may be found in violation of this law when the evidence demonstrates that a student has used, is about to use or will use alcohol

illegally/inappropriately in the future. This includes being under the influence of or possessing alcohol. Students/visitors who provide alcohol to those who are under the legal drinking age will also be held accountable.

Please see Section 3.3 "Discipline Process for Minors" for more information.

2.7 Substance Abuse & Illegal Drugs (Level 3)

The use, possession or trafficking of illegal, prescription or nonprescription drugs for recreational purposes is strictly prohibited in residence. Trafficking includes but is not limited to the manufacture, sale, giving, transportation, administration, sending, delivery, or distribution of any of the aforementioned substances.

Any involvement, whether direct or indirect, in any illegal substance or related activity is prohibited. The preponderance of evidence that a student has used, is about to use or might use illegal substances in the future, such as paraphernalia or the smell of an illegal substance in residence will be assumed to be conclusive of use or possession.

Possession of any paraphernalia that is associated with the possession, use or trafficking of illegal substances is prohibited in residence. Campus Living reserves the right to confiscate and dispose of all illegal substance-related paraphernalia deemed to be associated with use or promotion of illegal substances.

Illegal substance-related violations will not be tolerated and may result in eviction from residence or referral to the police. Residents found associated with use or possession of illegal substances will, at minimum, receive a \$50.00 fine for a first time violation and be placed on residence probation. For further details regarding residence probation, refer to Section 3.5.k "Residence Probation".

2.8 Smoking (Level 2)

As The University is a smoke-free campus, smoking is not permitted in any areas of residence buildings, including all main entrances, front porches and backyards in Balmoral, exterior stairwell doors and apartment balconies/terraces in McFeetors. Residents and visitors who wish to smoke must do so on the sidewalk or other non-University property.

The act of smoking includes without limitation: smudging, smoking cigarettes, joints, cigars, pipes; smoking using hookahs, shishas, vaporizers, electronic cigarettes or any other smoking device.

2.8.a Smoking for Religious Purposes

Residents wishing to smoke or smudge for religious purposes can request access to designated areas on campus by contacting the Aboriginal Student Support Officer and Campus Living.

2.9 Cannabis/Marijuana

This section will come into effect when the Federal and Provincial legislation comes into force.

'Cannabis' is as defined in the Cannabis Act.

A 'cannabis product' is any substance that contains cannabis, including, without limitation, marijuana, seeds, hashish, and their derivatives (for example, edible products, oils, lotions, tinctures, topicals, etc.) that contain cannabis.

'Cannabis equipment' is any equipment or device used to prepare or consume cannabis products. For example, bongs, vaporizers, scales, and grinders.

Residents are bound by and should familiarize themselves with Federal and Provincial laws surrounding cannabis, cannabis

products, and cannabis for medical purposes. Where the terms of this Contract are more restrictive than Federal and Provincial laws, Contract terms apply. Residents age 19 years and older may possess up to the legal limit of cannabis for personal use but may not provide any amount to residents under age 19. Residents under age 19 may not possess or consume cannabis or cannabis products.

Cannabis, cannabis products, and related equipment must be stored in your residence bedroom in air-tight sealed containers that ensure the smell is undetectable. Containers must be clearly labelled indicating they contain or are used to prepare or consume cannabis.

The following are prohibited anywhere on University property, including residences:

- Smoking, vaping, bong use, or any other form of cannabis inhalation; this extends to cannabis for medical purposes.
- Cooking, baking, and other forms of cannabis preparation for edible consumption.
- Possession or cultivation of cannabis plants.
- The sale and distribution of cannabis or cannabis products.

2.10 Failure to Cooperate with Staff (Level 1, 2 or 3)

Residents and visitors are expected to cooperate with staff members, including but not limited to Campus Living staff, Facilities staff, emergency personnel, and security services. Failure to cooperate or comply with requests with staff members will not be tolerated.

Failure to cooperate with staff includes but is not limited to the following:

- Lying or misleading staff members
- Failing to provide appropriate identification
- Obstructing or interfering with any investigation
- · Acting inappropriately or in a hostile manner towards staff
- · Harassment or abuse of any staff member
- Noncompliance with verbal or written instructions and requests

2.11 Discrimination, Harassment & Bullying (Level 2 or 3)

The University does not condone behaviour that is likely to undermine the dignity or productivity of any of its members, and prohibits any form of discrimination or harassment, whether it occurs on University property or in conjunction with University related activities. The University and all members of The University community share the responsibility of establishing and maintaining a climate of respect within this community and of addressing any situation(s) in which respect is lacking.

Harassment is defined as inappropriate comments or conduct in relation to a person or group of persons that has the effect or purpose of creating a hostile or intimidating living, working, or educational environment. This includes any attention or conduct by an individual or group who knows, or ought reasonably to know, that such attention or conduct is unwelcome, unwanted, offensive, or intimidating-this includes

online conduct through social media platforms, including but not limited to Facebook, Twitter, email, Instagram, Snap Chat etc. Harassment based on a person's race, culture, creed, sexual orientation, gender, age, abilities, or appearance, or any protected characteristic under the Manitoba Human Rights Code will not be tolerated.

The University is committed to meeting its obligations as an employer under both the Manitoba Human Rights Code and the Workplace Safety and Health Act, and will ensure, so far as it is reasonably practicable, that no member of The University community is subject to human rights discrimination or harassment, sexual harassment or personal harassment as defined by law and in Respectful Living and Learning Environment Policy (RLLEP).

Campus Living will levy residence-related sanctions for residents who are found violating this policy, aside from the possible outcomes that could arise from RLLEP.

The complete Respectful Living and Learning Environment Policy is accessible from http://uwinnipeg.ca/respect

2.12 Cleanliness (Level 1)

Residents are expected to maintain the cleanliness of their apartments, rooms and washrooms and adhere to proper disposal and removal of garbage and recycling. All Residents are expected to participate in general cleaning, which includes but is not limited to taking responsibility for their own dishes, disposal of unused items, and communal cleaning of floors, kitchens, and bathrooms. In addition, residents are responsible for proper food storage, such as the use of sealed plastic or glass containers when not in use, to avoid contamination, pests and odour. Inappropriately stored food may be discarded by Campus Living or cleaning staff.

For details regarding Health and Safety Inspections, refer to Section 4.10.c "Cleanliness & Room Maintenance".

2.13 Dangerous Materials & Weapons (Level 3)

Residents and visitors are not permitted, at any time to possess any items that are created, intended or used to cause harm or that could be viewed as threatening to others in residence. This includes the possession and/or use of any of the following:

- Real or replica projectile weapons, including but not limited to firearms, air/water/paintball guns, cross bows, sling shots and ammunition
- Blades of any kind including but not limited to bayonets, swords, knives not used for food preparation, and martial art related blades
- Any other weapons, whether used for martial arts or other forms of combat training such as tactical gear, or otherwise
- Explosive or flammable materials, including but not limited to fireworks, pepper spray, hazardous chemicals, gasoline, propane tanks, or other such materials.

2.14 Dangerous or Violent Behaviour (Level 3)

Participating in behaviour or activities that may cause personal injury, injury to others, property damage or threatens the

integrity of the residence community is prohibited. Such activities can include but are not limited to being on the roof of a building, dropping items from windows, throwing items that cause harm, damage or unsanitary conditions, breaking glass, or sitting on a window sill.

Physical and/or verbal aggression towards staff, residents or visitors is not tolerated in residence. Aggressive and violent behaviour includes any behaviour that causes physical or emotional harm to others, or threatens to do so. This behaviour can include but is not limited to any unsafe actions such as pushing, hitting, punching, spitting, pulling, biting, slapping, kicking etc. Anyone who is involved in act of physical aggression may face consequences regardless of who initiated the aggressive behaviour.

2.15 Gambling (Level 2 or 3)

Participating in or running an illegal gaming or gambling operation in residence is prohibited. Games of skill or chance where money or property changes hands are prohibited under this policy.

2.16 Illness

Due to the communal nature of living in residence, persons suspected of being infected with a communicable disease will be required to seek medical attention. Depending on the nature of the illness, the resident may have to be quarantined to maintain the safety of other residents.

2.17 Keys, Cards & Fobs (Level 2)

For the safety of the residence community, residents are not permitted to copy, tamper with, lend or give their keys/cards/fobs to anyone else. Residents are responsible to keep their keys with them to avoid being locked out of their Units and must report lost keys to the Campus Living Office within 24 hours. The repeated need to have a Campus Living Staff member give a resident access to their room due to lost, forgotten or misplaced keys may be considered an abuse of this privilege and may result in further sanctions.

2.18 Noise (Level 1 or 2)

Consideration with regard to noise is imperative to maintaining a respectful environment that allows all students the ability to study and sleep while in residence. Any individual within a building has the right to request the termination of unreasonable noise whether this is done by a Campus Living staff member, Campus security or a student directly. Unreasonable noise includes but is not limited to, loud volume of any type of speakers, stereos, amplifiers, sub woofers, instruments or an individual's voice. In addition to being considerate at all times, Campus Living has implemented quiet hours in all residence buildings.

2.18.a Quiet Hours

Quiet Hours are times during which residents are prohibited from making noise that can be heard outside of their room, or may disturb a roommate or any other resident in the building. General Quiet Hours are as follows:

Sunday to Thursday: 11:00PM-8:00AMFriday & Saturday: 1:00AM-8:00AM

2.18.b Exam Periods

Extended quiet hours are implemented during December & April Exams. During the exam period in December and April, 22 hour quiet hours are in effect, allowing moderate noise during the hours of 7:00 PM-9:00 PM on a daily basis. Parties or gatherings in residence will not be permitted during exam periods.

2.19 Pets and Service Animals (Level 1 or 2)

Residents are not permitted to keep pets or animals of any kind in their Rooms or in Residence, even temporarily. Visitors may not visit Residents with pets or animals.

Prior to bringing a Service Animal into residence, the resident or visitor must have had their "Service Animal in Residence" request form approved by Accessibility Services. To obtain the form, please contact Campus Living or download the form from uwcampusliving.com.

2.20 Pornography & Graphic Material (Level 2 or 3)

Posting, displaying or making available for viewing any pornographic materials, photos, images, graffiti, including electronic means in public areas such as hallways, common areas, lounges, stairwells, washrooms, or any interior area of a resident's room that can be seen from an open door is prohibited (in accordance with the Criminal Code of Canada, Section 163). This also applies to the use of computers or network infrastructure to display or distribute such material. Refer also to The University's Respectful Living and Learning Environment Policy.

2.21 Pranks, Raids, and Hazing (Level 2 or 3)

Initiating, encouraging, supporting or participating in raids or pranks that are inappropriate, destructive, messy, offensive or hostile towards residents and/or staff, or that jeopardize the safety and security of others is prohibited.

2.22 Room Capacity & Parties (Level 2)

Residents are expected to abide by the established maximum capacity for each room type in residence. The maximum capacity for a single room in McFeetors and Balmoral is 4 people. Double rooms in McFeetors are permitted no more than 8 people at one time. When gatherings of 15 or more persons occur in any residence building, it is considered a party and permission must be granted from Campus Living.

2.22.a Party Requests

If residents would like to have a party in residence, a member of the event must submit a party request form on uwcampusliving.com a minimum of 5 calendar days prior to the event. The request will be reviewed by Campus Living to decide whether or not the party will be permitted. If a party

request is approved, all members of the party must agree to and abide by the terms and conditions provided. Unauthorized parties are prohibited.

2.22.b Party Hosts

All parties must be attended by at least one host who will assume responsibility for the visitors at the event. There must be at least one host for every 15 visitors at a party. Hosts must be present and available for the entire function, must assume responsibility for the actions of all visitors and cannot consume alcohol or other recreational substances. Hosts must ensure that the last party visitor has left the party location by the time quiet hours are in effect. Hosts are also responsible for all cleaning following the party as this task is not to be left to the cleaning staff or Campus Living staff.

2.22.c Alcohol

If alcohol will be present, consumption or transport can only occur at the event location and is not permitted in public areas (see Section 2.6 "Alcohol" for further details). No visitors under the age of 18 may consume or possess alcohol. Drinking games and paraphernalia related to mass consumption are not permitted.

2.22.d Noise

Any noise from a party cannot be excessive, must be limited to the inside of the party location and visitors must be respectful of quiet hours.

A designate of the Campus Living staff may visit a party at any time to ensure that all terms and conditions are being followed and has full authority to cancel the party at any time.

2.23 Sexual Violence (Level 3)

Sexual violence towards staff, residents or visitors is not tolerated in residence. Sexual violence encompasses all unwelcome conduct of a sexual nature that is prohibited by The University of Winnipeg and Canadian law. Sexual violence may include behaviours such as sexual harassment, stalking, sexual assault and the threat of sexual assault. Sexual violence is covered by the Sexual Violence Prevention Policy (SVPP) and is a violation of the Respectful Living and Learning Environment Policy (RLLEP) as well as a violation of applicable federal and provincial laws. For further details, The University of Winnipeg's SVPP is accessible from http://uwinnipeg.ca/askfirst.

2.24 Solicitation/Commercial Use (Level 2)

The use of a room, residence and/or University services for any commercial purpose is prohibited including but not limited to a resident's mailbox, data connections & common areas of residence buildings. Door-to-door selling and solicitation of any kind is prohibited in residence.

2.25 Sports/Physically Active Games in Residence (Level 1 or 2)

Activities that are potentially destructive, disruptive and/or may cause physical injury or property damage are not permitted in residence common areas including but not limited to; lobbies, hallways, stairwells, elevators, lounges. These activities may involve throwing, kicking or shooting an object (such as ball hockey, football, golf, soccer, Frisbee, hacky sack), or games/activities that may result in participants running (such as tag, water fights), cycling, skateboarding etc.

2.26 Theft & Removal (Level 3)

Theft or possession of another person's property without permission is prohibited and may result in paying restitution and/or referral to the police.

Removing or relocating University furniture or equipment from its original or intended location is considered theft and is not permitted. This includes the relocation of furniture from lounges or common areas.

2.27 Trespassing and Unauthorized Entry (Level 2)

Within residence, residents are permitted to access their residence rooms and designated common areas only. Residents are not permitted access, or to provide access, to restricted areas such as other residence rooms, roofs, and mechanical rooms without the proper authorization. (See also 2.28.e "Unauthorized Visitors" and 2.17 "Keys, Cards & Fobs (Level 2)".)

A restricted area being open or unlocked does not grant permission to the area. Residents are asked to immediately report the security breach to Campus Living.

2.28 Visitors in Residence (Level 1, 2 or 3)

A visitor is an individual admitted to any residence area for which they have neither signed a Residence Agreement nor been approved as an occupant; this definition is applicable to both resident and non-resident visitors.

The resident who hosts the visitor is accountable for the visitor's behavior during their visit. Visitor privileges may be revoked if Campus Living determines that a resident has abused their privileges through excessive use or violation of Community Standards.

2.28.a Arrival and Movement of Visitors

Visitors must be met by their residence host at the front entrance of the residence building (rather than inappropriately entering and wandering through the building unaccompanied). It is the responsibility of the host to ensure that their visitor follows the proper sign-in procedure and accompany the visitor at all times. Visitors may never be left unaccompanied in residence or given key/card/fob access to residence buildings. For students in double rooms or Balmoral houses, the resident must receive consent from their roommate(s) prior to having an overnight visitor.

2.28.b Visitor Sign-In Procedure

All residents must accompany their visitors to sign in via the sign-in sheets that are found with each Resident Advisor. For the safety of the residence community, all visitors who are staying overnight or will be present between the hours of 11:00pm-6:00am are required to sign-in and be able to provide basic identification information. Non registered visitors will be asked to leave the building or will be escorted from campus immediately.

2.28.c Duration of Visits

A resident may host up to 2 visitors at a time in their own residence building. Overnight visitors may stay up to 6 nights per month, with no more than 3 consecutive nights per month. Overnight visitors may not sleep outside the host's room. Daytime visitors may stay up to 4 hours per day for up to 2 days per week.

In case of extenuating circumstance, residents may ask permission from the Manager of Campus Living to increase the above visiting allowances. Violation of visitor policies may lead to the loss of visitor privileges.

2.28.d Visitor Behavioural Expectations

During their visit, all visitors are the responsibility of the residence host. In the event that the visitor causes damages, is disruptive or conducts themselves inappropriately, they will be asked to leave the building and their host will be held accountable for their actions regardless of whether they participated, condoned or were aware of the behaviour or not. If a resident is concerned about their visitor's behaviour or actions, it is imperative that they instruct their visitor to leave before it becomes an issue, or contact a Resident Advisor or Security Services for assistance.

2.28.e Uninvited/Unauthorized Visitors

In the event that an uninvited visitor arrives, residents are still required to follow the sign-in procedure and will be held accountable for their behaviour during their stay. A resident who facilitates entry and access (opening a locked door or allowing an individual to 'tailgate' through a locked door) to any individual that does not live in the designated building will be considered the host of that individual and will be held accountable for their actions as if that person were their visitor.

3.0 Enforcement & Discipline

3.1 Objectives of Enforcement

Breaches of the Residence Contract are dealt with through a variety of mechanisms depending on the severity of the incident. Any sanction that is applied against an individual is applied for a number of purposes, including but not limited to changing behaviour, restitution for damages or cleaning, reparation of harm to the community, and protecting the safety of the individual or others.

Considerable care is taken to ensure that any resident who has been accused of a violation is treated in a fair and just manner. Accordingly, the disciplinary system is designed to be both flexible and accountable.

3.2 Discipline Process

When a suspected incident occurs, an incident report is written by University staff, security personnel, and/or other witnesses. These reports are then reviewed by Campus Living Management to conduct an appropriate investigation.

If the investigation requires further information, Campus Living Management will contact the individual(s) involved through email to set up a meeting. The e-mail will request the individual to book a time to meet with Campus Living Management to discuss the details of the alleged incident. During the meeting, the individual is given an opportunity to give their own statement regarding the incident in question. The individual will receive incident related information and will be able to ask questions that may arise during the meeting. Failure to meet with Campus Living Management within five business days of the meeting request may waive an individual's right to provide testimony and/or their own version of events. This timeframe may be reduced during circumstances where the safety or wellbeing of an individual or the Residence community is at risk. As a result, all decisions and accompanying sanctions will be determined based solely on the information that Campus Living has previously received.

Based on the information obtained during the meeting, Campus Living Management will decide whether or not the individual was responsible for violating Campus Living policies. If the individual is found responsible, they will receive documentation regarding the outcome of the meeting and any accompanying sanctions.

Campus Living staff are unable to discuss any discipline matters under investigation by Campus Living or pending evictions without written permission from all involved. This is a strict regulation due to FIPPA (Freedom of Information and Protection of Privacy Act).

Section 3.0 "Enforcement & Discipline Process" attempts to provide examples of sanctions that may be applicable for particular behaviours. This does not limit the possibility of other sanctions being imposed, should the situation warrant. All financial costs incurred, as a result of a violation of the contract, will be applied to the resident's Campus Living account. All sanctions are considered to be in effect once the

resident(s) has been notified in writing following their meeting with Campus Living Management.

3.3 Discipline Process for Minors

When an incident occurs involving a student under the age of 18, depending on the severity of the violation, there may need to be some communication between Campus Living and the custodian. The following process has been developed to ensure that all parties understand the process that will be undertaken, should the need arise for disciplinary action.

- The residence Community Standards and Guidelines are listed in Section 2.0 "Community Standards". Violations of these Standards, or actions that contribute to the violations of these Standards, may result in disciplinary action.
- Violations will result in a disciplinary meeting with Campus Living management. Depending on the severity of the violation, the possible outcomes vary and are listed in Section 3.5 "Possible Disciplinary Outcomes".
- If the resident receives a warning for a minor incident, confidentiality will remain intact between the student and Campus Living, providing the student an opportunity to correct their behaviour.
- If the violation is more severe, there are repeated violations, or the behaviour poses a health or safety risk to themselves or their community, the incident(s) and related communications may be disclosed to the Custodian. This disclosure may include a phone call, email, and/or a copy of the discipline letter(s).
- When the incident outcome is residence probation or eviction, the resident will be required to contact the Custodian in the presence of Campus Living management or have management contact the Custodian on their behalf.

3.4 Three Violation Levels

3.4.a Level One Violations

Level One violations include the least dangerous or serious violations of the Community Standards. These violations refer to actions that interfere with the rights of another individual(s) to the peaceful use and enjoyment of his or her space in residence. Any resident's third Level One violation is treated as a Level Two violation, regardless of the nature of the violation.

3.4.b Level Two Violations

Level Two violations represent actions that pose a greater risk to the safety and/or property of residents, The University, or the integrity of the residence community. Any resident's third Level Two violation is treated as a Level Three violation, regardless of the nature of the violation.

3.4.c Level Three Violations

Level Three violations are actions by an individual(s) which endanger the safety and security of themselves or others; compromise personal or University property; attack the dignity/integrity of an individual; and/or contravene municipal, provincial or federal laws. Level Three violations warrant the

highest degree of sanctioning determined by Campus Living management, which can include residence eviction.

3.5 Possible Disciplinary Outcomes

The following sanctions can occur as consequences for violating the Community Standards of The Contract (alone or in combination). All sanctions will be documented through a Discipline Letter that is sent to the student following their student conduct meeting with Campus Living Management.

3.5.a Written Warning

A written warning is meant to ensure that students are aware of the Community Standard(s) that have been violated. A written warning is recorded and tracked by Campus Living and typically issued for a Level One minor violation.

3.5.b Fine

A fine is a monetary sum of money charged to a resident's account. Fines can be issued by Campus Living Management. Residents will be expected to pay the amount by the deadline outlined in the Discipline letter. Fine amounts can vary depending on the severity of the violation.

3.5.c Collective Billing/Fine

Communities of students (i.e., a specific floor or house) may be billed collectively for damages or cleanliness issues that occur to the common areas they occupy. This is only done after attempts have been made to find the individuals responsible for the damage. This includes but is not limited to additional cleaning, building or furniture damages, and missing residence property.

Residents responsible for damages will be charged the cost of replacement or repair. Residents will be expected to pay the amount by the deadline outlined in the Discipline letter.

3.5.d Financial Restitution

Restitution is monetary compensation required of students who have taken, misused, damaged, lost, or destroyed residence property. The amount of restitution is assessed based on costs to repair, replace, recover, clean, or otherwise account for the property or services affected.

3.5.e Loss of Guest Privileges

Residents whose guests violate Community Standards can be denied having guests in residence for as short as one (1) week to a maximum length of their entire stay in residence.

3.5.f Community Service

Community service hours are an allotted amount of time that a resident will be required to complete within The University or residence to repair any harm done and positively give back to their community. Community service hours may be used individually or in addition to any number of other sanctions and may vary in amount depending on the severity of the violation.

3.5.g Room Inspection

In some cases, mandatory room inspections may occur. Room inspections may be performed by Campus Living, Security, and/or Facilities.

3.5.h Assessment from Other Units

In some cases, residents may be asked to see other units, professionals, or off-campus partners. Examples of these professionals include: Klinic Health Services, Student Intake & Conduct, Counselling services, Human Rights and Diversity Officer, Winnipeg Police Services, or Security Services.

3.5.i Outcome from Registrar

In cases involving non-academic misconduct Campus Living may consult with the Registrar. Outcomes levied by the Registrar may supersede decisions made by Campus Living and may impact a student's residence occupancy.

3.5.j Alcohol Probation

Residents who are placed on alcohol probation may not possess or consume alcohol in any residence building, or return to residence intoxicated. Alcohol probation can be imposed for as short as one (1) week to a maximum length of a resident's stay in residence.

3.5.k Residence Probation

Residence Probation is defined as a resident's last chance to remain in the community. Any subsequent violation that is serious in nature may result in immediate eviction from residence. Residence Probation also means that a resident is ineligible to return to residence for as short as one (1) academic year (including Spring term) to indefinitely. If a resident has continued to be incident free since their probationary status was levied, a request can be made to Campus Living management to review eligibility. Probationary status may be extended to the next academic year, if a resident is permitted to return to residence.

3.5.1 Holds

A student may receive an Incident or Account Hold when they are placed on Residence Probation (See Section 3.5.k.) or have failed to comply with disciplinary sanctions and deadlines. These Holds restrict students from applying to live in residence.

A student may receive an Academic Hold on their university account if they fail to comply with disciplinary sanctions and deadlines. An Academic Hold restricts students from University services such as applying, registering for or changing classes, requesting a transcript, and graduating.

Holds may be temporarily or permanently removed after the student has met with Campus Living management and/or has successfully completed their outlined sanctions.

3.5.m Ban/Barring

If a resident and/or Guest(s) present a threat to another resident or the residence community, they may be asked to

leave residence immediately and could be banned/barred from residence. This ban/bar can be imposed for as short as one (1) academic term to indefinitely.

3.5.n Eviction Process

In the event that a resident significantly impedes on the rights of others to access, enjoy, and feel safe in residence, or in the event that a resident consistently fails to abide by Community Standards, the resident may be considered for eviction. Eviction may be imposed as the result of a single Level Three violation or multiple lower Level violations.

In the event of an eviction, the resident will be notified in writing, and will be given a minimum of 48 hours to a maximum of 5 days' notice to vacate the room; however, in some cases an immediate eviction can be levied by the Director of Campus Living. A representative of Campus Living will verify that the resident vacates the room by the designated time and that the relevant swipe cards/keys are collected and/or cancelled, or that locks are re-keyed if necessary. Eviction from Residence will also make that individual ineligible to reapply for Residence. This ineligibility can be imposed for as short as one (1) academic year to indefinitely.

A resident whose occupancy is terminated by Campus Living will forfeit the deposit and be held responsible for fees for the current booking and any applicable additional fees, including but not limited to any damages or cleaning charges. UWinnipeg students will have a Hold placed on their UWinnipeg account until all fees are paid. If the charges are outstanding at the end of the fiscal year, the account may be sent to a collections agency.

3.6 Appeals Process

All Residents have the right to appeal the decision of their student conduct meeting in writing to Campus Living within 5 business days of receiving disciplinary documentation. During the appeal process, residents must comply with all aspects of an imposed sanction until such time as they are notified in writing of the outcome of their appeal. To submit a notice of appeal, the written document must include an outline of the reason for disputing the outcomes of the student conduct meeting. The reasoning must be based on one of the following grounds:

- Bias or unfair treatment
- Procedural error
- The Sanction is not a logical consequence of the Violation
- New information/evidence has been found

The appeal must also include which internal appeal process the student wishes to pursue; appealing to the Director, Campus Living (1 over 1) or appealing to the Local Appeals Committee (LAC). The LAC is a collection of individuals whose membership includes nominated residence students, representatives of Campus security, the UWSA, Campus Living and administrative staff members brought together to hear appeals brought forward by residence students. Two options are available to students who wish to appeal sanctions, as some students will not want their appeal heard by a committee and may choose to talk to the Director.

An appeal hearing will be scheduled within 5 business days of the appeal being filed with Campus Living. This hearing will include a statement made by the student regarding their reason for appeal, the details of the Discipline letter presented by the LAC Chairperson or Director, followed by any questions that are relevant to the incident. Following the appeal hearing, a decision will be made by the LAC or Director and the student will be notified of the results within five (5) business/working days of the hearing.

Once a decision has been levied by the Director or the LAC, should the student decide to pursue the matter, it must be submitted in writing to the Registrar within two (2) business/working days after receiving the outcome of their original appeal.

Please note: All appeals related to sanctions that are levied by the Director, as well as eviction and barring outcomes must be submitted directly to the Registrar.

4.0 Facilities

4.1 Bed Linen

Residents are responsible to provide their own bed linens.

4.2 Entrance to Room

4.2.a Entrance with Notice

University of Winnipeg staff or its authorized Contractors have the right to enter a resident's room, whether or not the resident is present, in the following situations:

- The resident has given written or verbal permission for a specific purpose or occasion, such as by reporting a maintenance issue.
- Campus Living has given the resident 24 hours' notice of intention to enter the resident's room or apartment for inspections and related issues.

4.2.b Entrance without Notice

Campus Living may authorize, without notice, entry to the resident's room by University employees, maintenance and emergency personnel, and authorized Contractors in the following circumstances:

- There is evidence of an emergency situation, a Violation of residence policy related to safety, or criminal activity within the room.
- Room cleaning of adjoining double dorm after roommate moves out.

4.3 Appliances in Residence

The University Small Appliances Policy applies to all University of Winnipeg property, owned or leased, including all University of Winnipeg sponsored events, and requires that all members of The University community (students, employees, volunteers, Contractors and visitors to the campus) comply with the Policy. The full policy is available from The University website.

4.3.a Safety Standards & Designated Areas

Cooking appliances such as kettles, toasters, hotplates, microwaves, and coffee makers may not be used in rooms without kitchens; they may be used only in Designated Areas (see below) and only if they meet the following *safety standards*:

- are CSA approved
- · have grounded plugs
- are in good working order
- have original, undamaged cords and plugs
- operate within limits of electrical circuit used
- are operated in accordance with manufacturer's instructions
- if heat generating, are not left unattended
- are not used with extension cords or tap outlets (CSA approved power bars are acceptable)

• are unplugged or shut down when not in use

Designated Areas include common area kitchens, apartment kitchens, or any area otherwise identified by The University as a Designated Area.

4.3.b Rules for Specific Appliances

Appliances such as hair dryers, shavers, and cooling fans may be used in the room if compliant with standards outlined in 4 3a

Unless included with the room or otherwise specified by Campus Living, appliances such as window air conditioners, fridges, or freezers may not be used in residence.

4.4 Repairs and Alterations

All repairs and alterations to rooms will be carried out by The University. Residents are prohibited from repairing or altering the exterior or interior of their room and should report any maintenance issues as described in Section 4.6 "Reporting Maintenance Issues".

4.5 Damage & Destruction to Property

Damage or defacement to the personal property of other residents, residence building or residence-associated property including but not limited to furniture/equipment, posters, physical structure of the building or others' belongings is not permitted and may result in an assessment for damages.

4.6 Reporting Maintenance Issues

The resident is responsible to report any maintenance issues affecting the room during The Contract period, such as those affecting plumbing, windows, locks, furniture, etc.

Maintenance issues should be reported on the Campus Living StarRez Portal. Residents may be held responsible for damage caused by failure to report maintenance issues.

It is the responsibility of Campus Living to ensure that reported maintenance issues are repaired in a timely manner. Issues that may result in permanent damage, such as water leaks, are given first priority. Due to unforeseen circumstances, Campus Living cannot guarantee specific turnaround times for repairs. In cases where repair of the reported maintenance issue is out of Campus Living control, such as structural issues in buildings rented by The University, Campus Living will make every effort to ensure a resolution.

4.7 Fire Safety (Level 2 or 3 Violation)

4.7.a Open Flames

Open flames, including but not limited to attended or unattended lit candles, lamps requiring combustible fuel and incense are not permitted in residence common areas or individual rooms. Residents who require the use of candles or incense for religious purposes should contact Campus Living.

4.7.b Cooking

Cooking in dorm rooms is not permitted. Electrical cooking appliances (i.e. toasters, kettles, microwaves etc.) are permitted to be stored in room but can only be used in areas with approved kitchen facilities. Residents must be in attendance of their cooking appliances while in use.

4.7.c Alarms & Emergencies

Residents are not permitted to keep personal items of any size in any stairwell, hallway, common area, as they could become hazards in the case of an emergency. In the event of a fire alarm or other emergency, residents are required to evacuate the building and remain in designated areas until permission to re-enter the building has been granted by Campus Living staff, emergency or security personnel. Failure to evacuate during these situations is prohibited. Please see Section 4.16 "Emergency Evacuation Policy" for further details regarding evacuation procedures and protocol.

4.7.d Smoking

As per Section 2.8, smoking is prohibited anywhere on University property, including University residences.

4.8 Tampering with Life Safety Equipment (Level 3 Violation)

Life Safety equipment includes sprinklers, smoke detectors, fire exit signs, fire extinguishers, fire alarm pull stations, alarm bells, AED machines, elevators, surveillance system and any other safety-related equipment which is necessary to safeguard all residents. Discharging, interfering with the normal operation, tampering with, or using any life safety equipment for any other purpose other than an emergency is strictly prohibited and may result in assessment for damages. Examples include but are not limited to covering, removing wires or batteries, hanging objects from sprinklers, striking equipment with an object, propping emergency doors or activating an alarm outside of an emergency.

It is also the responsibility of all residents to report a nonfunctioning life safety device to Campus Living.

4.9 Waste Disposal and Recycling

Residents in all buildings are encouraged to recycle waste as much as possible using the facilities available in each building.

4.9.a McFeetors Hall

McFeetors Hall residents are responsible to dispose of their garbage bags in the large bins between McFeetors Hall and the Richardson College building. The garbage bins in common areas are not to be used for personal waste disposal. Recycling bins are available in common areas on every floor and are emptied regularly by McFeetors Hall cleaning staff.

4.9.b Balmoral Houses

Balmoral Houses residents are responsible to remove garbage and recycling material to the outside collection bins. RAs will

keep residents informed about the procedures and schedules for their specific house. Extra charges may be assessed to, and shared by, tenants of a given house if cleaning staff need to be called in for waste management and disposal.

4.10 Room Inspections and Compliance with Standards

The resident is expected to maintain room and common area cleanliness and compliance with fire and electrical safety standards. Room Inspections may be periodically scheduled and conducted by Campus Living or its approved Contractors, to ensure compliance with these standards. Each of the room Inspection items is graded on a pass/fail basis. Failure to pass room inspections may result in sanctions specified by Campus Living.

4.10.a Fire Safety Standards

- Flammable items such as clothing, paper, etc. are not overaccumulated as determined by Campus Living.
- Exits are in working order and free of obstructions.
- Windows can be opened and are free of obstructions.
- No halogen lamps, flammable liquids, candles, or incense are present.
- Smoke Detector is in place and uncovered.
- No more than 20% of walls and no part of ceiling is covered (e.g. with posters)

4.10.b Electrical Safety Standards

- No unauthorized appliances are present.
- CSA-approved power bars are used in place of extension cords and tap outlets.
- Electrical circuits are not overloaded.
- Switches and receptacles are in good working condition.

4.10.c Cleanliness & Room Maintenance

- Surfaces are clean and sanitary (e.g. countertops, sinks, bathtubs, appliances, etc.).
- Flooring is clean and free of food and garbage.
- All areas clean, tidy, and free from overcrowding.
- Only white sticky tack is used to mount posters (i.e. no tape is used).
- No items (such as posters, banners, flyers, etc.) are visible from outside the room. This includes but is not limited to hanging items in windows or on room doors.
- No modifications are made to the room or its items (e.g. furniture, walls, floors, etc.).
- Existing furniture and wall coverings are in place, undamaged, and unmodified.
- No used/second-hand furniture is present (to prevent pests such as bedbugs).
- Perishable foods are stored in sealed containers.
- No pets are being kept in Residence except as permitted by Section 2.19 "Pets & Service Animals".

4.10.d Windows & Doors

It is the resident's responsibility to ensure external windows and doors are not left open unattended and remain closed during hot, cold, windy, rainy, or any type of inclement weather. Residents may be held financially liable for damages or higher HVAC operation costs resulting from unattended or improperly closed windows and doors.

4.10.e Affordable Housing, National Occupancy Standards

Affordable Housing rooms are subject to additional criteria, based on National Occupancy Standards, which can be obtained from www.gov.mb.ca/housing/progs/pil.html or from Campus Living.

4.11 Pest Treatment

4.11.a Reporting Procedure

If pests are suspected the resident must contact Campus Living immediately. Campus Living will arrange to have the room inspected and treated as soon as possible.

To prevent the spread of pests, residents will not be moved to another room during pest treatment.

The University is not responsible for the cost of replacing furniture and other personal items damaged as the result of pests.

In cases where the room must be treated multiple times and Campus Living suspects negligence on the part of the resident, Campus Living may charge the resident for the cost of pest treatments.

Information on how to prevent pests is in Appendix I.

4.12 Mail Delivery

Mail addressed to residents must include their specific address, including building address, room number, and postal code. Mail addresses including the words 'Campus Living' or 'University of Winnipeg' will not be successfully delivered to the resident and may be returned to sender.

4.12.a McFeetors Hall Mail Delivery

Canada Post delivers lettermail and parcels to the McFeetors office on 1st floor. RAs are responsible to distribute mail and parcel notices to the residents' mailboxes adjacent to the office. For parcels too large to fit into the mailboxes, RAs will leave a parcel notice in the mailbox. Residents can call the RA during duty hours to retrieve their parcel from the McFeetors office. Canada Post will leave delivery notices for large parcels or parcels requiring a signature.

4.12.b Balmoral Houses Mail Delivery

Canada Post is currently transitioning from door-to-door mail delivery to community mailboxes for residential mail delivery. Until the transition is complete for Balmoral Houses, Canada Post delivers lettermail directly to each house's mailbox. For

parcels, delivery notices are left in the mailbox indicating where the parcel can be picked up.

4.13 Laundry

Laundry facilities are available in each residence building. Laundry facilities are for residents only and may not be used by visitors of residents. Laundry items should be removed promptly from machines and any items left for extended times may be discarded by maintenance and/or cleaning staff. Specific laundry systems and related payment methods are subject to change.

4.14 Parking

Bicycles are required to be stored in designated areas at all times and cannot be stored in your room in any Residence Building. Good quality locks or chains are recommended for all bicycles and are the responsibility of the Resident as the University of Winnipeg is not responsible for theft or damage to bicycles or contents stored on them.

Balmoral Bicycle Storage

Residents living in Balmoral are required to keep bicycles locked to the metal railings which are located outside on the property. If space is available, students may request approval from the Facilities Coordinator to store bicycles in the basement during the winter months.

McFeetors Bicycle Storage

Bicycle parking at Richardson College is administered by the University of Winnipeg's Parking Department for a monthly rate. Bicycle parking application instructions and details can be found at http://uwinnipeg.ca/parking/

4.15 Security

Residents are responsible for taking reasonable precautions to secure their room and residence buildings from a breach of security. This includes but is not limited to keeping doors and windows locked, not permitting unknown persons into residence, and reporting suspicious activity to Security Services and/or Campus Living.

4.16 Emergency Evacuation Policy

Residents are required to follow the evacuation procedures posted in each residence building in event of a fire alarm or other emergency, unless otherwise noted. Failure to follow evacuation procedures may endanger the safety of residents and is prohibited. Use of elevators is prohibited in emergency fire situations.

5.0 Meal Plans

5.1 Meal Plan Requirement at McFeetors Hall

A meal plan is required for each term in which a student has occupancy in McFeetors Hall dorms. Meal Plans for non-standard occupancy lengths are prorated according to Section 1.14 "Transfer and Termination of Residence Agreements".

Exceptions or modifications to this meal requirement based on religious and/or exceptional dietary requirements may be submitted to Campus Living for approval.

5.2 Meal Plan Types and Options

5.2.a Meal Plan Types: Taxable & Tax-Exempt

There are two types of meal plan: taxable and tax-exempt. Students with the taxable plans are charged taxes (GST and PST) on meal card purchases, while students with tax-exempt plans save 13% by not being charged taxes. Tax-exempt meal plans are available only to UWinnipeg students selecting Meal Plans 1, 2, and 3.

5.2.b Meal Plan Selection & Changes

Residents select a meal plan on the application. Residents of McFeetors Hall who do not select a plan will be assigned Plan 1 by default.

All meal plan pricing includes a non-refundable administration fee of \$50 per term. Options and pricing are listed in Appendix E.

Students may increase their meal plan at any time during their occupancy. However, switching to a lower plan (e.g. from 3 to 2) is allowed only within the first two weeks of each term, and students cannot change between taxable and tax-exempt plans within the same term.

5.3 Meal Cards & Meal Dollars

Diversity Foods issues a new meal card at the start of every academic year in September. Students cannot use cards from previous academic year once the new year has begun.

Meal cards operate on declining debit system: the value of each purchase is deducted from the dollars on the card.

Meal dollars are loaded onto your meal card per-term, based on your selected meal plan. For example, if you select Plan 1, \$1775 in meal dollars is added to your card at the beginning of fall term, and again at the beginning of winter term. Lost or damaged meal cards must be reported to Diversity Foods within 24 hours and replaced at the resident's expense. The resident is responsible for purchases made on missing cards up to the date reported, and replacement cards cost \$25 from Diversity Foods.

5.3.a Restrictions on Meal Card Usage

Taxable meal plans: Taxable meal dollars may not be used to purchase Diversity gift cards.

Tax-exempt meal plans: Tax-exempt meal dollars may not be used to purchase food for others (cardholder can only purchase food for own consumption as per Manitoba provincial law), alcoholic beverages, or Diversity gift cards.

Residents who breach the above restrictions are subject to disciplinary actions up to and including the forfeit of any remaining meal plan dollars.

The University reserves the right to meet with the Resident in the case of any extenuating circumstances involving the meal plan.

5.4 Rollover Between Terms

Within the same academic year (Fall to Spring), unspent meal dollars are rolled over to the upcoming term. For example, if a student has \$100 unspent meal dollars at the end of Fall term, this \$100 will carry over to the student's Winter meal dollars.

Unspent meal dollars are rolled over only from Fall to Winter and from Winter to Spring. In other cases, unspent meal dollars are transferred onto a Diversity debit card, as described below.

Students in good financial standing who spend all their Fall meal dollars can request advance access to up to \$300 from their Winter meal dollars. If the transfer is approved, the student pays for the meal dollars which are then transferred to the Fall meal dollars and deducted from the Winter meal dollars. For example, a student who advances \$300 from their \$1775 Winter meal dollars, would then have \$1475 Winter meal dollars remaining.

5.5 Expiration of Unspent Meal Dollars

In the following two cases, unspent meal dollars are converted to taxable dollars that expire after 5 months of being converted. These converted dollars are non-transferrable and may only be used by the student to whom it was issued.

- At the beginning of each academic year in September, for residents continuing from Spring term;
- When the student's meal contract ends either because residence occupancy ends or the student moves to a residence room without a meal plan requirement.

5.6 Termination of Meal Plan

- When cancelling a meal plan, a \$150 meal plan termination applies:
 - when terminating or transferring the Residence Agreement, or
 - when changing from a room type with a mandatory meal plan to one without, or
 - o after receiving a meal card for an optional meal plan.

6.0 Appendices

Appendix A Standard Occupancy Periods

All dates are at noon unless otherwise specified.

For all Academic Year students, Winter Break must be requested during the application process and requires payment of the \$95 Winter Break fee.

Application Type	Standard Occupancy Period
First-time Residents	Aug 29, 2017–Apr 24, 2018 (excluding Winter Break)
Upper Year Students	Sep 1, 2017–Apr 24, 2018 (excluding Winter Break)
Winter Break	Dec 20,2017 noon— Jan 2, 2018 inclusive
Winter	Jan 5, 2018–Apr 24,2018
Spring	May 4, 2018–Aug 21,2019
Family Housing	Sep 1, 2018-Aug 21,2019

Appendix B Family Housing Eligibility Requirements

The Affordable Housing Program is designed for lower-to-moderate income households whose Total Household Income (THI) is below the Program Income Limit.

Income statements must be provided to Campus Living annually. Total family Household Income (the combined total incomes of all adults living in a room) must be below the Program Income Limits defined by Manitoba Housing at http://www.gov.mb.ca/housing/progs/pil.html.

The full names, ages, and genders of all occupants living in the room must be provided annually to Campus Living.

The resident and their occupants must meet the National Occupancy Standards.

Appendix C Custodianship Requirement for Minors

A custodian may be any resident of Manitoba age 25 or older who is willing to accept responsibility for the Agreement on behalf of the resident until the resident turns 18. This custodian requirement also applies to international students.

The resident and custodian must provide Campus Living the following documentation:

- A completed Custodianship Form signed by both the resident and the Custodian;
- A copy of the Custodian's photo identification clearly showing the Custodian's age and birth date.

Minors may be allocated rooms based on Campus Living supervision rather than room preferences selected on the application.

Appendix D Residence Fees

Winter Break

	Due Sept 4, 2018
All dorm room types (Does not apply to Family Housing)	\$95.00

Fall-, Winter-, and Spring-only Residence Fees

Residence fees amounts for Fall-, Winter-, and Spring-only residents are each the same as the "Fall Payment" amounts for Academic Year . Single-term residence fees have the following payment deadlines:

Fall 2018: Sept 4, 2018
Winter 2019: Jan 7, 2019
Spring 2019: May 6, 2019

McFeetors Hall Dorms

Single or Double Dorm, Academic Year & 1st Year Guarantee	Fall Payment Due Sept 4, 2018	Winter Payment Due Jan 7, 2019	Fall+ Winter Residence Fees
with Meal Plan 1	\$4,319.00	\$4,319.00	\$8,638.00
with Meal Plan 2	\$4,669.00	\$4,669.00	\$9,338.00
with Meal Plan 3	\$5,369.00	\$5,369.00	\$10,738.00
with Taxable Meal Card	\$4,194.00	\$4,194.00	\$8,388.00

Balmoral Houses

Room Type	Fall	Winter	Fall+
	Payment	Payment	Winter
	Due Sept	Due Jan 7,	Residence
	4, 2018	2019	Fees
Balmoral Room	\$2,286.00	\$2,286.00	\$4,572.00

McFeetors Hall Apartments

Room Type	Monthly Payments	Term Fees	Full Year Fees (3 terms)
1BR Affordable	\$720.00	\$2,907.00	\$8,721.00
2BR Affordable	\$911.00	\$3,671.00	\$11,013.00
3BR Affordable	\$1,161.00	\$4,671.00	\$14,013.00
2BR Market Rate	\$1,152.00	\$4,635.00	\$13,905.00
3BR Market Rate	\$1,246.00	\$5,011.00	\$15,033.00

Appendix E Meal Plan Options and Pricing

- As meal cards are based on meal dollars rather than meals per week, number of meals per week is approximate based on average spending.
- Meal pricing includes a non-refundable \$50 per term administrative fee.

- There is a minimum charge of 1 month per term for meal plans. If occupancy is less than a full term, meal dollars are prorated on a monthly basis, while the administrative fee is not prorated.
- A meal plan is required for each term in which a student has occupancy in McFeetors Hall dorms.
- Meal options pricing is listed in the table below and on the Campus Living website.

Tax-Exempt Meal Plans (UWinnipeg students only)	Recommended for:	Cost per term	Spend- able dollars
Meal Plan 1 Approx. 10 meals per week	Students who are often away on weekends and those with light appetites. Our most popular plan.	\$1825	\$1775
Meal Plan 2 Approx. 12 meals per week	Students who are sometimes away on weekends and those with average appetites	\$2175	\$2125
Meal Plan 3 Approx. 15 meals per week	Students who are rarely leave campus and those with hearty appetites	\$2875	\$2825
Taxable Meal Option	Recommended for:	Cost per term	Spend- able dollars
Taxable Meal Card Approx. 7.5 meals per week	Residents who are often off-campus or who want to supplement regular cooking	\$1700	\$1460

Appendix F Move Out Process Details

Before moving out, the resident must fill out their "Deposit Refund Address" on the Portal's "Profile" page. Residents who do not update their Refund Address within 6 months of moving out will not be eligible for a deposit refund, as per Section 1.11 "Deposits & Room Reservations".

The room must be prepared for inspection by the resident's scheduled move out time. The resident's personal items must be packed or removed such that the room's cleanliness and maintenance condition can be assessed. Information about how to prepare the room is available in Appendix G and on the Campus Living Website.

Residents are responsible to notify service providers of change of address and/or termination of service. Mail is not forwarded to residents who move out or change rooms. Campus Living may verify that a student has moved out to a cable or internet service provider where the following conditions apply, in order to allow new residents to register for cable or internet service:

- A former resident has moved out without cancelling their cable or internet service;
- Both the service provider and Campus Living are unable to contact the former resident;
- An incoming resident is unable to register for cable or internet service until the previous service is cancelled;
- The service provider contacts Campus Living to verify that the former resident no longer lives in the room.

Appendix G Preparing to Move Out

Request your preferred check-out time from Campus Living. Schedule a time by which you can prepare your room and after which you are able to leave your room. If you are unprepared for your scheduled check-out, late check-out fees may apply! Campus Living will confirm your Fall check-out time during the first week of December. If you do not request a specific time, a time will be assigned between 7am and noon on the term end date

Update your deposit refund address on the Portal. Without a complete deposit refund address, you will be ineligible for a deposit refund, and deposit refunds expire 6 months after your check-out day!

Prepare your room and shared spaces for the check-out inspection. Pack and/or remove your personal items from your room (and shared spaces such as fridges, cupboards, storage locker, and basement storage where applicable). Any personal items left behind will be discarded within 10 business days and the cost of their disposal will be deducted from your deposit.

Thoroughly clean all surfaces of your room (including walls, floors, toilet, etc.). Any cleaning charges incurred by UW for the room will be deducted from your deposit.

Be in your room for your scheduled check-out appointment. A staff member will meet you at your room to complete the check-out process with you. If you are not there or are unprepared, a late check-out fee may apply.

Have all applicable keys, cards, and fobs. Residence room keys, fobs, and laundry cards must be returned during the check-out appointment. (Your Salto card is also your student card, so you do not need to return it – Campus Living will deactivate your access based on your scheduled check-out time.)

Be prepared to leave your room after checking out. Once you complete your check-out, you can wait in your building's common areas or leave residence, but you will no longer have access to your room.

Appendix H How to request a check-out time.

Students moving out of residence may request a specific time for their check-out appointment (conditions below). Students who miss this deadline will be assigned a specific time between 7am and noon on the standard move out day.

Students must request their specific check-out time by the deadline for their session, listed below. Check-out times are subject to Campus Living approval. Check-out appointments cannot be scheduled between 12am and 7am each morning. If

you need to move out between 12am and 7am, you will be required to request a move out time that is before midnight.

Students who miss the deadline will be assigned a specific move out time between 7am and noon on the standard move out day.

Appendix I Preventing Pests

- Used furniture items are not allowed to be brought into the room, primarily to prevent pests such as bedbugs. Pests can hide in even the smallest cracks of furniture and other items
- The room must be kept tidy to reduce the number of hiding places for pests.
- The resident should report any cracks or holes in room walls to Campus Living as a maintenance request on the StarRez Portal.
- While travelling, protect luggage and its contents by encasing it in a plastic bag when not in use. Vacuum the suitcase upon return from a trip and dispose of the vacuum bag immediately after enclosing it in a plastic bag. Put dry clothes in a dryer on high for 15-20 minutes to kill any pests.