

2023 / 24

Campus Living Contract



THE UNIVERSITY OF WINNIPEG

Table of Contents–

1.0 – Administration 1		2.18	Dangerous Materials & Weapons (Level 3).....	16	
		2.19	Dangerous or Violent Behaviour (Level 3)	17	
1.1	Definitions	1	2.20	Gambling (Level 2 or 3).....	17
1.2	Legal Conditions	2	2.21	Illness and Health Order Compliance	17
1.3	Eligibility Conditions.....	3	2.22	Room Capacity and Parties	17
1.4	Addendum Requirement	5	2.23	Room Capacity (Level 1).....	18
1.5	Residential Conditions.....	5	2.24	Keys and Cards (Level 2)	18
1.6	Financial Conditions	7	2.25	Scent/Smells (Level 1 or 2).....	18
1.7	Terminating Residence Occupancy	8	2.26	Noise (Level 1 or 2)	18
1.8	Payment Plan.....	9	2.27	Pets (Level 1 or 2)	18
1.9	Refunds.....	9	2.28	Service Animals (Level 1 or 2).....	19
2.0 – Community Standards..... 11		2.29	Pornography & Graphic Material (Level 2 or 3)	19	
		2.30	Pranks, Raids, and Hazing (Level 2 or 3)	19	
2.1	Statement of Rights and Responsibilities.....	11	2.31	Sexual Violence (Level 3).....	19
2.2	Rights of a Resident	11	2.32	Solicitation/Commercial/Promotional Use (Level 2).....	19
2.3	Responsibilities of a Resident.....	11	2.33	Sports/Physical Activities in Residence (Level 1 or 2).....	20
2.4	Roomates.....	11	2.34	Theft & Removal (Level 2 or 3).....	20
2.5	Procedural Fairness.....	12	2.35	Trespassing and Unauthorized Entry (Level 2)	20
2.6	Community Standards Process.....	12	2.36	Visitors in Residence (Level 1, 2 or 3).....	20
2.7	Alcohol (Level 1, 2, 3).....	12	2.37	Recording Devices (Level 2 or 3).....	21
2.8	Substance Abuse & Illegal Drugs (Level 3).....	13	2.38	Resident's Wellbeing and Mental Health	22
2.9	Smoking (Level 2).....	13	3.0 – Enforcement and Discipline 25		
2.10	Ceremonial Use of Sacred Medicines	14	3.1	Objectives of Enforcement	25
2.11	Cannabis/Marijuana (Level 1, 2, or 3)	14	3.2	Discipline Process.....	25
2.12	Cooperation and Compliance with Staff (Level 1, 2, or 3)....	15	3.3	Three Violation Levels	26
2.13	Discrimination, Harassment & Bullying (Level 2 or 3).....	15	3.4	Possible Disciplinary Outcomes	26
2.14	Cleanliness (Level 1)	16	3.5	Eviction Process.....	28
2.15	Food Storage	16	3.6	Appeals.....	28
2.16	Storage of Personal Belongings.....	16			
2.17	Cooking and Community Kitchens (Level 1, 2, or 3).....	16			

4.0 – Facilities	31	5.0 – Meal Plans.....	38
4.1 Bed Linen	31	5.1 Meal Plan Agreement	38
4.2 Showering/Bathing	31	5.2 Meal Plan Requirement at McFeetors Hall	38
4.3 Entrance to Room.....	31	5.3 Meal Plan Types: Taxable & Tax-Exempt.....	38
4.4 Appliances in Residence	31	5.4 Meal Plan Selection & Changes	38
4.5 Repairs and Alterations.....	32	5.5 Meal Plan Accomodation Request	38
4.6 Furniture	32	5.6 Meal Cards & Meal Dollars.....	38
4.7 Damage & Destruction to Property	32	5.7 Restrictions on Meal Card Usage	39
4.8 Removal of Belongings	32	5.8 Rollover Between Terms.....	39
4.9 Reporting Maintenance Issues	33	5.9 Expiration of Unspent Meal Dollars	39
4.10 Fire Safety (Level 2 or 3 Violation).....	33	5.10 Termination of Meal Plan.....	39
4.11 Tampering with Life Safety Equipment (Level 3).....	34	6.0 – Appendices	41
4.12 Waste Disposal and Recycling.....	34	Appendix A: Standard Occupancy Periods.....	41
4.13 Room Inspections and Compliance with Standards.....	34	Appendix B: Family Housing Eligibility Requirements.....	41
4.14 Cleanliness & Room Maintenance	35	Appendix C: Minors in Residence	41
4.15 Windows and Doors	35	Appendix D: Residence Fees	42
4.16 Security	35	Appendix E: Meal Plan Options and Pricing	43
4.17 Pest Treatment	35	Appendix F: Move-Out Process Details	44
4.18 Mail Delivery	36	Appendix G: Move-In Process Details.....	45
4.19 Laundry.....	36	Appendix H: Service Animals (Level 1 or 2)	46
4.20 Bicycle Storage.....	36	Appendix I: Critical Dates.....	47
4.21 Emergency Evacuation Policy	36		
4.22 Water Usage.....	37		
4.23 Community Kithen Use.....	37		



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.

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

Contract – The agreement a resident enters into with Campus Living that outlines the rights and responsibilities of each.

Community Standards – The expectations and rules set out in this Contract that outline acceptable behaviour and actions within the residence community.

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.

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

Eviction – When a resident's occupancy is terminated by The University for severe or repeated violations of The Contract.

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

Furnished Apartments – Furnished apartments are available to individual students, each of whom will be assigned an individual room within an apartment unit, they include a twin sized bed, wardrobe, couch, table and chairs, desk, etc.

Occupancy Period – An 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.

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

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

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.

Quarantine – A form of occupancy in which a resident must isolate themselves within a single room to comply with public health guidelines.

Residence – Buildings or subdivisions of buildings owned, leased, or otherwise administered by Campus Living to provide rooms to students.

Residence Agreement – The document that defines a resident's occupancy details, including occupancy period and residence room, in exchange for adhering to the terms of the Campus Living Contract.

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, Residence Room – The private physical space in residence a resident and their occupants are authorized to access and occupy, as indicated on the Residence Agreement.

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 between Fall and Winter term not included in the standard Academic Year occupancy period. 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 Legal Conditions

1.2.a Binding Contract

This Contract is in effect between The University of Winnipeg and residents with occupancy periods between August 24, 2023 and August 23, 2024.

1.2.b Compliance with Legislation

The resident and Campus Living will abide by all Federal, Provincial, and Municipal laws, by-laws, orders, directives and recommendations. In the event of any conflict such laws, bylaws, order, directives and recommendations shall prevail over conflicting terms of this Contract. For compliance with public health orders and guidelines specifically, please see **Section 2.21. "Illness and Health Order Appliance"**

1.2.c Exclusion from Residential Tenancies Act

The Residential Tenancy Act does not apply to this Contract, as per Section 3(1)(g) Residential Tenancy Act C.C.S.M. c. R119.

1.2.d Disclaimer & Exceptions

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 or visit uwinnipeg.ca/campus-living/campus-living-privacy.html.

If a resident would like to release their Campus Living information to a third party (e.g. Parents, Band Sponsor), they must fill out a FIPPA Exception Form at the Campus Living office or from uwinnipeg.ca/campus-living/docs/release_of_information.pdf

Residents are required to submit alternate contact information in their application. Campus Living Management may choose to contact the alternate contact in the case of Emergency or serious illness where the student is unable to communicate with Campus Living for the management of their affairs related to the emergency. Students are recommended to use the emergency contact on their Academic application as the alternate contact on their residence application.

In the event of a discrepancy Campus Living will use the emergency contact within your Academic Application.

1.2.e Unforeseen Circumstances and Residence Service Interruptions/Force Majeure

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 administrative and tenant insurance fees) 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 relocate to facilitate construction or renovations to their residence area.

1.2.f State of Emergency

A state of emergency or other unforeseen developments (e.g., severe weather, fire, flood, labour disruption, illness outbreak) may make normal residence operations difficult or impossible to sustain. Utilities may not be available and food services may be limited. Campus living reserves the right to require you to vacate your room if any such situation occurs.

Should this occur, all residences (or sections thereof) will remain closed and inaccessible until further notice. We may reassign you to an alternate residence space should facilities require sufficient repair work. In the event that accommodations assigned to the student are destroyed or otherwise made unavailable, and Housing does not furnish other accommodations, the Contract will terminate with fees prorated to the date of termination; all further rights and liabilities of the parties will end, except your obligation to make payment for amounts owing prior to termination and for damage.

1.2.g Liability

The University is not responsible for loss of, damage to, or theft of residents' 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.

1.3 Eligibility Conditions

1.3.a Academic Requirements

Before registering with Campus Living and applying to live in residence, an individual must either (a) have applied to be a student or (b) be a registered student at a Winnipeg post-secondary institution, The Collegiate, or be enrolled at a University of Winnipeg Academic Partner Program.

A resident must be enrolled in academic classes throughout their occupancy period.

Campus Living may verify the academic status of UWinnipeg students periodically. Students of schools other than UWinnipeg must provide proof of enrollment at their academic institution when submitting their application. Students of other schools may be requested to submit proof of enrollment before the beginning of each term, or periodically throughout the term.

Residents who are found not to be enrolled in academic classes during their occupancy may be subject to eviction as per **Section 1.7.b. "Eviction: Termination of Occupancy by the University"**

1.3.b Application Requirement

The student must register and submit a Campus Living application for each term they wish to live in residence.

After processing the application, Campus Living will send a room offer email including the room type, occupancy period, and conditions for accepting the offer.

The student must accept the room offer according to the conditions specified in their room offer email, including the payment of a deposit where one is not already held by Campus Living. (As per **Section 1.3.c**)

1.3.c Deposit Requirement

Payment of a deposit is required where one is not already held by Campus Living. The deposit reserves the room until the resident's occupancy is scheduled to begin and is held by Campus Living throughout the resident's occupancy.

The deposit is held to cover any damages that may occur during the occupancy period. Damages that go over the deposit are to be paid by the student.

The deposit for Academic Year, Winter, and Spring applications is \$450 and the deposit for Family Housing applications is \$650.

1.3.d Residence Agreement Requirement

A Residence Agreement lists the residence room, occupancy period, and conditions of the student's occupancy in residence. The student must sign a Residence Agreement for each term (Fall, Winter, and Spring) that they live in residence to enable access to the resident's room.

1.3.e Additional Requirements for Specific Cases**Minors**

Students who will be under 18 years of age at the start of their occupancy must have a Manitoba Custodian over age 25 and must submit a signed Custodianship Form during the application process. In extenuating circumstances, a Canadian Custodian may be approved by the Director. Detailed information regarding Minors is included during the application process and in Appendix C.

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. Specifics of eligibility are included in the application process.

Fall-Only Occupancy

Students who are admitted to UW on a fall-only Letter of Permission, and students who will complete their program by the winter term are eligible to live in Residence for a fall-only occupancy (September 1, 2023 – December 21st, 2023). Students staying for the entirety of the Academic Year may be given placement priority over fall-only students.

Apartments, Family Housing, and Affordable Housing

Unfurnished apartments are available only to (a) married or common-law couples, living with or without their children, (b) single parents living with their children (c) family members, unless otherwise permitted by Campus Living.

Applicant must be a post-secondary student aged 18 or older and is solely responsible for the terms of their residence agreement.

Furnished apartments are available to individual students, each of whom will be assigned an individual room within an apartment unit. These units include a twin sized bed, wardrobe, couch, table and chairs, desk, etc. Furnished apartment residents are responsible for their own residence fees and Residence Agreement.

The Affordable Housing Program exists within Family Housing and is designed for lower-to-moderate income households whose Total Household Income is below the Program Income Limit. Current eligibility criteria for Affordable Housing are available at uwinnipeg.ca/campus-living/rooms-affordable-housing.html. Affordable Housing criteria are applicable to both furnished and unfurnished apartments.

Income statement will be requested for anyone applying for Furnished Apartments, Affordable apartments and Market Rate apartments.

1.4 Addendum Requirement

Students may be required to sign Addendums to the Contract before being admitted to residence. Wherever an Addendum contains policies, procedures, and expectations that differ from those in The Contract, those in the Addendum will take precedence.

1.4.a Collegiate Addendum

In order to live in residence Collegiate students must sign a separate document that outlines amended policies and procedures.

Residents who fail to abide by the Collegiate Addendum may face disciplinary actions up to and including eviction.

1.5 Residential Conditions

1.5.a Occupancy Periods

An Occupancy Periods defines the dates that a resident has right of occupancy to a specific residence room, and is listed on the Residence Agreement. Only the resident, and occupants approved by Campus Living, have right to access and occupy a residence room. Residents who are temporarily alone in a double dorm do not have right of entrance or occupancy to the vacant room. (See also **Section 2.35 "Trespassing and Unauthorized Entry (Level 2)"**)

A Residence Agreement for a specific occupancy period does not guarantee an extension to additional periods. Residents who attempt to extend their occupancy without following the application process fall under the violation of "Overholding the Room" (See **Section 1.5.h**).

1.5.b Late Arrivals and No-Shows

Residents who plan to arrive later than their standard occupancy start date must notify Campus Living in writing and are subject to all fees and payment deadlines.

If the resident does not move in within five days of their occupancy start date, without notifying Campus Living or pay their residence fees, their occupancy may be terminated according to **Section 1.7.b "Eviction"**.

1.5.c Moving Into Residence

Instructions and dates related to the move in process will be emailed to the resident.

The standard move-in date is the first weekend of the occupancy period, as stated on the Residence Agreement.

A scheduled move-in time is included in the move-in email. If a student requires an alternate move-in time, they must contact Campus Living at least 15 business days in advance. Alternate move-in times are subject to Campus Living approval and will have associated fees dependent on the approved move-in date.

The Move-In process is better outlined in **Appendix G, "Move-In Process Details"**

1.5.d Room Changes and Reassignments

Current residents may request to change rooms except during August, September, January, or April. Room change requests are subject to Campus Living approval. Approved room changes require the signing of a new Residence Agreement; they are also subject to a \$100 admin fee, a \$150 meal plan termination fee where applicable, a \$65 cleaning fee, and applicable maintenance charges.

Campus Living reserves the right to reassign residence rooms, with notice to the resident, in order to assign or change roommates, consolidate vacancies, resolve booking conflicts, and/or accommodate room closures and facilities maintenance. Room reassignments may require a resident to move to a different room or residence building during their occupancy.

1.5.e Care of Your Room During Occupancy

The resident is responsible to maintain the cleanliness of their room and compliance with facilities standards during their occupancy. Any defects or malfunctions of University property should be reported to Campus Living Facilities in a timely manner to allow for repair or replacement. Details on these responsibilities are outlined in **Section 2.14, "Cleanliness"** and **Section 4.0 "Facilities"**.

1.5.f Moving Out of Residence

Instructions related to the move-out process will be emailed to the resident.

A scheduled move-out time will be included in the move-out email based on the resident's occupancy period. If a resident requires an alternate move-out time, they must contact Campus Living at least 15 business days in advance. Alternate move-out dates and times are subject to Campus Living approval.

Residents who do not follow the move-out instructions may be subject to additional fees.

The move-out process is better outlined in **Appendix F, "Move-out Process Details"**

1.5.g Abandonment of the Room & Personal Property

The resident is considered to have abandoned their room if the following two conditions apply:

- › The resident has not accessed their room in **5 days** or more and/or the resident appears to have vacated the room;
- › The resident has not responded to Campus Living within **5 days** of a request for a response;

In such cases, the resident's occupancy will be terminated as per **Section 1.7.b "Eviction"**. The resident may also be charged for cleaning and/or removal of possessions.

1.5.h Overholding the Room

Residents must move out according to their occupancy end date and the procedures outlined in their move-out email. Failure to do so does not extend the right of occupancy; in such cases, Campus Living may, without notice, enter and take possession of the room, and remove the resident and all other persons and property. Campus Living may also use such force and assistance as deemed necessary to retake possession of the room.

1.6 Financial Conditions

1.6.a Residence Fees and Payments

Residence fees and payment deadlines for each term (including rent, meal plan charges, and insurance) will be emailed to the resident as payment schedules.

Residents may also be charged for services such as use of laundry facilities, increasing the meal plan balance, and key/card replacement, fines due to violating conditions of the Contract.

Failure to pay residence fees and fines according to specified payment deadlines will result in consequences as described in **Section 1.6.c "Financial Violations"**.

Payment methods accepted by Campus Living are listed at uwinnipeg.ca/campus-living/fees-payments.html.

1.6.b Mandatory Meal Plan in McFeetors Hall Dorms

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"**.

1.6.c Financial Violations

Level 1

A **Level 1 Financial Violation** occurs whenever a resident fails to pay according to a payment deadline according to the following conditions:

- › A payment is not received in full by Campus Living by its applicable deadline
- › A payment fails (e.g. a cheque is returned NSF or is declined by the payment processor)

Please note: Flywire and online banking payments need up to 5 business days to process; this should be taken into consideration by the resident before making a payment. If a resident receives three or more late fees, the payment plan is cancelled, and the resident must pay their full-term balance by the deadline specified by Campus Living.

Consequences of Level 1 Violations may include any combination of the following:

- › **Late Fee:** a **\$75** charge added at each instance of a Level 1 violation.
- › **NSF Fee** (non-sufficient-funds): A **\$45** charge added for each failed cheque payment returned by the bank due to insufficient funds in the bank account.
- › **Level 1 Violation Notice:** An email and/or printed letter indicating the overdue balance, including any late and/or NSF fees added. The letter includes a deadline by which to pay the balance, after which Level 2 consequences will apply.

Level 2

A **Level 2 Financial Violation** occurs when a resident fails to meet the conditions outlined in a Level 1 Violation Notice.

Consequences of Level 2 Violations may include any combination of the following:

- › **Academic Hold:** Added to the resident's UWinnipeg student account, this hold prevents the resident from adding or dropping courses, obtaining transcripts, and graduating.
- › **Meal Plan Suspension:** Use of the meal card may be suspended until the outstanding balance is paid.
- › **Salto Card Suspension:** Use of the resident's student card to access their residence building and/or room may be suspended until the outstanding balance is paid.
- › **Level 2 Violation Notice:** An email and/or printed letter indicating the overdue balance, the deadline to pay, the Level 2 consequences that have been applied, and the Level 3 consequences (e.g. Eviction) that will apply if the deadline is not met.

Level 3

A **Level 3 Financial Violation** occurs either after the conditions in Level 2 Violation Notice have not been met, or after multiple Level 1 and/or Level 2 Violations have occurred.

Consequences of Level 3 Violations may include any combination of the following:

- › **Eviction Notice:** Specifies a date by which the resident's occupancy is terminated and must move out of residence. (see **Section 3.5 "Eviction Process"**)
- › **Payment Plan Cancellation:** If a student is on a monthly payment plan, the plan is cancelled and the resident must pay their full term balance by the deadline specified by Campus Living.
- › **Non-Renewal:** The resident is not allowed to continue living in residence after the end of the current term.
- › **Collections:** Overdue charges still outstanding at the end of a term may be sent to a collections agency, affecting the credit rating and student status of the resident.

1.7 Terminating Residence Occupancy

1.7.a Termination of Occupancy by the Resident

Terminating occupancy means ending your occupancy earlier than what is written on the Residence Agreement.

Requests to terminate occupancy are subject to Campus Living approval and are only accepted on or before the applicable dates for each term. These dates are outlined in **Appendix I: "Critical Dates"**

Terminating occupancy involves the following steps:

- › The resident must email housing@uwinnipeg.ca by the applicable deadline with the date they intend to move out. Occupancy end dates will be approved only for the first day of each month or the end of fall term.
- › Approval of termination requests requires payment of **termination fees** by the resident.
 - › \$400.00 Residence Termination Fee
 - › \$150.00 Meal Plan Termination Fee (If Applicable)
- › Signing of an updated Residence Agreement.
- › Any terminations requested by a resident under the age of 18 must also have an updated residence agreement signed by their custodian.

1.7.b Eviction: Termination of Occupancy by The University

The resident's occupancy may be terminated by The University for the following reasons:

- › Level 3 Financial Violations as defined in **Section 1.6.c "Financial Violations"**;
- › Non-compliance with Eligibility criteria defined in **Section 1.3 "Eligibility Conditions"**;
- › Abandonment as described in **Section 1.5.g "Abandonment of the Room and Personal Property"**
- › Level 3 Community Standards violations;
- › Other severe or repeated violations of The Contract.

Termination fees outlined in **Section 1.7.a "Termination of Occupancy by the Resident"** are applicable in cases of Eviction. Details of the eviction process are found in **Section 3.5 "Eviction Process"**.

1.8 Payment Plan

Payments Plans are reserved for students facing great financial need. To apply for a Payment Plan option residents can email Campus Living at housing@uwinnipeg.ca which will be reviewed by Campus Living Management and approved on a case-by-case basis.

Payments made towards the monthly payment plan are due on the 1st of each month. Rent and Meal Plan fees are split evenly through the four months of the applicable term. Other fees such as Insurance, Payment Plan Fee, etc. are due on the 1st payment deadline and are not split evenly throughout the term.

1.9 Refunds

Student refunds are processed 1-2 times per month, it is the responsibility of the student to update their Refund Address on the StarRez portal to receive a refund. Students Living in Canada will receive a refund cheque within 1-2 Months of updating their refund address on the StarRez Portal. Students who are residing outside of Canada are additionally responsible for filling out a Wire Transfer form, the refund will not arrive as a cheque but will be directly deposited into the account depicted on the Wire Transfer form.

Refunds issued by wire transfer have a processing fee deducted from the refund total.

In the case where the resident receives funding for housing costs from a third party, the funder may be entitled to partial or full credit on the student's account.

Deposit and Credit Refunds

Deposits are refundable except in cases where they are forfeited, as listed in the section below. Charges that are unpaid at the time the deposit refund is processed will be deducted from the deposit. In the event that outstanding fees exceed the deposit value, the resident is responsible for paying the difference in amount, or financial sanctions in **Section 1.6.c "Financial Violations"** apply.

Students with a Deposit credit on their account must update the Refund Address on their StarRez Portal account within 6 months after their move-out date or the refund will be forfeited to Campus Living.

A deposit may also be forfeited to Campus Living in the following cases:

- › The resident cancels an accepted room offer;
- › The student does not move into a room for which a deposit is paid as described in **Section 1.5.b "Late Arrivals and No- Shows"**;
- › Residence occupancy is terminated as in **Sections 1.7.a "Terminating Occupancy by the resident"** and **1.7.c "Eviction"**
- › The resident abandons the room as defined in **Section 1.5.g " Abandonment of the Room & Personal Property"**;
- › The resident moves out without completing the move-out procedure defined in **Section 1.5.f "Moving Out of Residence"**;
- › A refund cheque has been issued to the resident but the cheque has not been cashed or deposited within six months of the cheque date of issue;
- › 6 months after the resident moves out, the deposit is automatically forfeited if the resident has not updated their forwarding address with Campus Living.



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 regarding all personal and student conduct-related information. For exceptions regarding the disclosure of information, please refer to **Section 1.2.d "Disclaimer and Exceptions"**.
- › 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 Working 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, 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.
- › To not provide unauthorized access into residence buildings to non-residents or unknown guests. Holding the door open into residence for people you do not know is prohibited.

2.4 Roommates

Roommates each have the right to share in the determination of the usage of the shared space. All roommates will be responsible for keeping the suite in good condition. If the room is found to be in unsanitary conditions, all suite occupants will be assessed a cleaning charge. Campus Living encourages all roommates to create a roommate agreement to outline expectations for cleanliness, guests, noise etc.

2.5 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.

2.6 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.

The full Community Standards process is detailed in **Sections 3.2 and 3.6.**

2.7 Alcohol (Level 1, 2, or 3)

Alcohol consumption by residents must be done responsibly and in compliance with municipal, provincial and federal laws.

2.7.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.

2.7.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.

2.7.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, e.g. flip cup, beer pong, etc. 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.

2.7.d Overconsumption of Alcohol

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

2.7.e Prohibited Areas for Consumption (Open Alcohol)

Alcohol may not be consumed in common spaces or public areas of residence buildings, which includes but are not limited to lounges, living rooms, elevators, hallways, washrooms, laundry rooms, McFeetors Hall lobbies, the Balmoral yards, or any exterior residence areas.

Residents are not permitted to store alcohol in common areas in residence, e.g. cupboards, counters or fridges.

2.7.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.

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

2.7.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.

2.8 Substance Abuse & Illegal Drugs (Level 3)

The use, possession or trafficking of illegal, prescription or non-prescription 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 and the University of Winnipeg Security Services, reserves the right to confiscate and dispose of all illegal substance-related paraphernalia deemed associated with the 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.

2.9 Smoking (Level 2 or 3)

The University is a smoke-free campus. Smoking is not permitted in any areas of residence buildings, including all main entrances, patios, front porches and backyards in Balmoral, exterior stairwells and apartment balconies/terraces in McFeetors Hall. Residents and visitors who wish to smoke must do so on the sidewalk or other non-University property. The smell of smoke coming from a resident or residence room may be interpreted as conclusive of smoking in residence.

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

2.10 Ceremonial Use of Sacred Medicines

All ceremonial and/or spiritual practices in which combustion or smoke will occur in residence are subject to review and approval by the Campus Living Office. For more information regarding the University's Ceremonial Use of Sacred Medicines Policy refer to uwinnipeg.ca/institutional-analysis/policies-and-procedures.

2.11 Cannabis/Marijuana (Level 1, 2, or 3)

'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. The smell of cannabis coming from a resident or a residence room will be interpreted as conclusive of use in residence.

Cannabis, cannabis products, and related equipment must be stored in your residence bedroom in airtight 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.
- › The scent of cannabis permeating into the hallways, stairwells, elevator and/or common spaces. See also **Section 2.23 "Scent/Smells (Level 1 or 2)"**.

In addition, smoking or vaping cannabis on sidewalks or streets is illegal as per Provincial law. Residents found in violation will be held accountable.

Residents are not permitted to store cannabis in common areas in residence, e.g. cupboards, counters or fridges.

2.12 Cooperation and Compliance with Staff (Level 1, 2, or 3)

Residents and visitors shall cooperate and comply with staff members, including but not limited to Campus Living staff, Facilities staff, contractors, emergency/police personnel, and security services.

Failure to cooperate or comply with the aforementioned may result in disciplinary sanctions and/or referral to the University's Non-Academic Misconduct Policy.

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

The University does not condone behaviour that is likely to undermine or attack the dignity, security or productivity of any of its members, and prohibits any form of discrimination or harassment. This includes conduct or communications involving or directed at residents, visitors or staff of Campus Living that:

- › May be offensive, threatening, demeaning or discriminatory. Including but not limited to racist, sexist and/or homophobic;
- › Contribute to an intimidating hostile or uncomfortable environment.

The University and all members of The University community (students, employees, volunteers, contractors and visitors to the campus) 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 Working and Learning Environment Policy (RWLEP).

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

Campus Living may put in place interim measures as well as outcomes based on the residence disciplinary process.

The complete RWLEP is accessible from uwinnipeg.ca/respect/docs/rwle-presentation.pdf

2.14 Cleanliness (Level 1)

Residents are expected to maintain the cleanliness of their residence room and adhere to proper disposal and removal of garbage and recycling.

Residents are expected to participate in general cleaning of shared spaces, including but not limited to cleaning of floors, bathrooms, and other surfaces, cleaning of cooking areas and dishes, and proper disposal of waste items.

For details regarding Health and Safety Inspections, refer to **Section 4.14 "Cleanliness & Room Maintenance"** and **4.13 "Room Inspections and Compliance Standards"**.

2.15 Food Storage (Level 1)

Residents are responsible for proper food storage. This includes storing food items in sealed plastic or glass containers when not in use. Proper storage is crucial to avoid contamination, pests and odours. In addition, residents are required to label food as outlined by Campus Living staff.

In the Balmoral Houses, residents may only store food and kitchen items in their designated space in common areas.

Inappropriately stored food may be discarded by Campus Living or cleaning staff.

2.16 Storage of Personal Belongings (Level 1)

Students living in the Balmoral houses are not permitted to store personal items (such as suitcases, boxes, furniture) in the basement of these homes. Any personal item should be stored in their room and/or kitchen cupboard. Students living in McFeetors Hall are not permitted to leave personal items in the lounges.

2.17 Cooking and Community Kitchens (Level 1, 2, or 3)

It is the resident's responsibility to clean up after themselves.

The use of the community kitchens is a privilege and a collective responsibility to keep clean. Residents who do not abide by expectations outlined below or set out by their RA may be subject to disciplinary actions, including restricted access to the community kitchens, fines or removal from the residence community (eviction). Residents are required to abide by and comply with all expectations outlined in **Appendix H "Community Kitchen Use"**.

2.18 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, machetes, 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.

Campus Living will confiscate these items and items will not be returned to the student. Any weapon or replica weapon will be turned over to the Winnipeg Police Service.

2.19 Dangerous or Violent Behaviour (Level 3)

Whether intentional or accidental, participating in behaviours, actions or activities that are dangerous or potentially harmful to any person or property, regardless of whether it is a resident, visitor, or staff is prohibited.

Examples of dangerous or violent behaviours include damage or destruction to any property, anything that may cause a fire of any size on University property, dangerous roughhousing, and/or use of harmful or derogatory language. Anyone who is involved in act of physical and/or verbal aggression may face consequences regardless of who initiated the behaviour.

2.20 Gambling (Level 2 or 3)

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

2.21 Illness and Health Order Compliance

Residents must comply with all Canada and Manitoba public health restrictions, regulations, directives and orders to maintain the health and safety of themselves and the residence community. Residents who fail to comply will face disciplinary actions, which may include termination of this Contract and eviction.

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 be required to quarantine, room change or temporarily leave residence to maintain the safety of the community.

Health concerns brought forward to Campus Living may be documented. Campus Living processes may be adjusted in order to comply with government and Public Health regulations. Processes may include but are not limited to: office hours, payment options, move in and out procedures, common space capacity, visitors, and meal plans.

2.22 Room Capacity and Parties (Level 2 or 3)

Capacity is subject to change at Campus Living's discretion based on government and Manitoba Public Health guidelines. 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. Hosts may be denied a party request if they have been in violation of the policies outlined in 2.0 Community Standards

2.23 Room Capacity (Level 1)

Residents are expected to abide by the established maximum capacity for each room type in residence. The maximum capacity for single room in McFeetors Hall and single rooms in the Balmoral Houses is four people. The maximum capacity for a double room in McFeetors Hall is eight people. The maximum capacity for a McFeetors furnished apartment is ten people. For the maximum capacity of apartments, please contact Campus Living.

2.24 Keys & Cards (Level 2)

For the safety of the residence community, residents are not permitted to copy, tamper with, lend or give their keys or cards to anyone. Residents are responsible to keep their keys with them to avoid being locked out of their room 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 may be considered an abuse of this privilege.

2.25 Scent/Smells (Level 1 or 2)

In alignment with the University of Winnipeg Scent Free Guidelines, Campus Living strives to reduce the impact of scents/smells in residence. As a guideline, residents are permitted to use scented products, but scents/smells should not be detectable outside of a resident's room.

Scents/smells include but are not limited to; perfumes, scent warmers, scented sprays, cleaning products, cleanliness issues, personal body odour, cigarette smoke, and cannabis.

2.26 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.

2.26.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-8:30am
Friday and Saturday:	1:00am-9:00am

2.26.b Exam Periods

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

2.27 Pets (Level 1 or 2)

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

2.28 Service Animals (Level 1 or 2)

Only pre-approved service animals are permitted in residence.

Residents who are approved for a service animal, must sign and abide by the Campus Living Service Animal Agreement as well as applicable University policies.

Approved Service animals are permitted to live in residence and are allowed to accompany persons with disabilities and/or their handler in residence areas unless prohibited by law or the presence of the service animal endangers health and safety of individuals on campus.

Residents who require a service animal must follow the process outlined in **Appendix G, "Service Animal"**.

2.29 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 Working and Learning Environment Policy and The Acceptable Use of Information Technology Policy.

2.30 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.

2.31 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 Working and Learning Environment Policy as well as a violation of applicable federal and provincial laws. For further details, The University of Winnipeg's SVPP is accessible from uwinnipeg.ca/respect/sexual-violence-policy-and-procedures.html

2.32 Solicitation/Commercial/Promotional 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 & commercial hosting of visitors (see **Section 2.35.f "Visitors in Residence"**). Door-to-door selling and solicitation of any kind is prohibited in residence.

Permission from Campus Living Management must be obtained prior to posting advertisements and other printed materials in residence. Materials posted without approval will be removed. Materials damaged or disposed of by Campus Living staff prior to approval will not be compensated for or replaced.

2.33 Sports/Physical Activities in Residence (Level 1 or 2)

Activities that are potentially destructive, disruptive and/or may cause physical 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.

2.34 Theft & Removal (Level 2 or 3)

Theft or possession of another person's property without permission is prohibited and may result in 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.

2.35 Trespassing and Unauthorized Entry (Level 2)

Residents are permitted to access their room and designated common areas only. Residents are not permitted access, or to provide access, to restricted areas such as other rooms (including other bedrooms in double rooms), roofs, and mechanical rooms without the proper authorization. (See also **2.36.d "Uninvited/Unauthorized Visitors"** and **2.23 "Keys & Cards (Level 2)"**.)

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

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

A visitor is an individual admitted, by a resident, to any residence area for which they have neither signed a Residence Agreement nor been approved as an occupant; this definition includes residents visiting other rooms and buildings.

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 violations of Community Standards.

2.36.a Duration of Visits

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

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

2.36.b Arrival and Movement of Visitors

Visitors must be met by their residence host at the front entrance of the residence building (rather than 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 access to residence buildings. For residents in double rooms or Balmoral Houses, the resident must receive consent from their roommate(s) prior to having an overnight visitor.

2.36.c Visitor Sign-In Procedure

All residents must accompany their visitors to sign in and out via the sign-in sheets that are found with security services. Non-registered visitors will be asked to leave the building or will be escorted from residence immediately.

2.36.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.

2.36.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 follow or '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 was their visitor.

2.36.f Commercial Hosting of Visitors

Residents may not promote their room on hosting sites for visitors. Residents may not charge visitors to stay in their room, such as through Airbnb or Couch-surfing hosting services.

2.37 Recording Devices (Level 2 or 3)

Residents are not permitted to use recording devices where the use is for making, attempting to make, transmitting, or attempting to transmit audio or video of any person(s) on University premises in bathrooms, showers, bedrooms, or other premises where there is an explicit expectation of privacy with respect to nudity and/or sexual activity, without the knowledge and consent of all participants subject to such recordings.

Residents are not permitted to use and/or possession of camera doorbells in the residence hall.

Undisclosed and unauthorized recording of other individuals and/or personal property within the University community, including but not limited to social and digital media platforms is prohibited.

2.38 Residents Wellbeing and Mental Health

We are committed to supporting the mental health and wellness of our residents and our residence communities.

The University of Winnipeg offers a number of services in support of student wellbeing. The UWinnipeg Wellness Centre provides professional and confidential counselling services to all students on a wide variety of issues. Check out Student Wellness on the UWinnipeg website for more information uwinnipeg.ca/student-wellness/index.html

Campus Living works in close collaboration with these services to facilitate a healthy and successful residence experience. We work hard to connect residents with whatever supports they may require.

Residents may be asked to join in implementing a Wellness Plan which outlines the supports and resources available, including those available on a 24/7 basis. The intention of the Wellness Plan is to highlight resources and supports available to the resident. In the development of the Wellness Plan we may reach out to involve parents, guardians or primary supports who can also assist the resident with their mental health and wellness.

In certain cases, the resident may be asked to take a “leave” from residence and find alternative accommodations off campus for the time being until the resident’s health is restored. We may notify the resident’s parent, guardian or emergency contact to discuss whether we can effectively support the resident in residence for future academic terms. This may include when:

- › It appears the resident is unable to live safely, autonomously and/or independently in the unsupervised residence environment.
- › The resident’s behaviour, well-being or mental health compromises the safety or well-being of other students, the residence, or campus community.

In serious cases, residents may be evicted and placed on residence probation making them ineligible to return to residence.





3.0 – Enforcement and 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 discipline process 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 e-mail to set up a meeting. Meetings will be conducted in-person or via a scheduled video call. 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 individuals are given an opportunity to give their own statement regarding the incident in question and to ask questions that may arise. Failure to meet with Campus Living management within five business days of the meeting request may waive individuals' 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 the individual was responsible for violating Campus Living policies. If the individual is found responsible, they will receive electronic documentation through email regarding the outcome of the meeting and any accompanying sanctions. Residents are required to respond to the email communication to confirm receipt of the electronic documentation.

Campus Living staff are unable to discuss any discipline matters under investigation by Campus Living or pending evictions without written permission from all involved, or where otherwise permitted under FIPPA (Freedom of Information and Protection of Privacy Act).

This Section 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 Three Violation Levels

The three different violation levels are determined based on the severity of the incident. Possible violations levels for breaches of community standards are outlined next to each Section heading.

3.3.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.

3.3.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.

3.3.c Level Three Violations

Level Three violations are actions by an individual(s) that 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.

3.4 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 an outcome letter that is sent to the student following their student conduct meeting with Campus Living management.

3.4.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.

3.4.b Fine

A fine is a monetary sum charged to a resident’s account. Students are assigned fines as a deterrent to certain behaviour. Fines can be issued by Campus Living Management. Residents will be expected to pay the amount by the deadline outlined in the outcome letter. Fine amounts can vary depending on the severity of the violation.

Amount	Examples of possible Fines
\$25.00	› Excessive use of spare or staff key; fine is increased by \$5.00 increments for each successive spare key per month.
\$50.00	› Room capacity violations › Failure to maintain cleanliness (in addition to cleaning cost) › Scents and smells related to cleaning, cleanliness or body odour.
\$75.00	› Tampering with fire equipment › Unauthorized use of keys
\$100.00	› Consumption of cannabis › Smoking › Overconsumption of alcohol › Repeated violation of guest sign in policy › Unauthorized entry into another resident’s room › Failure to evacuate during fire alarm › Failure to attend required meeting with Campus Living staff › Excessive noise complaints
\$250	› Open flames that trigger fire safety system. › Misuse of cooking appliances resulting in need for emergency services

3.4.c Collective Billing/Fine

Communities of residents (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 outcome letter.

3.4.d Financial Restitution

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

3.4.e Loss of Visitor Privileges

Residents who abuse their visitor privileges or whose visitors violate Community Standards can be denied having visitors in residence for as short as one week to a maximum length of their entire stay in residence.

3.4.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.

3.4.g Room Inspection

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

3.4.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 Clinic Health Services, Student Intake &

Conduct, Counselling services, Human Rights and Diversity Officer, Winnipeg Police Services, or Security Services.

3.4.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.

3.4.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 week to a maximum length of a resident's stay in residence.

3.4.k Cannabis Probation

Residents who are placed on cannabis probation may not possess or be associated with the smell of cannabis in any residence building, or return to residence under the influence of cannabis. Cannabis probation can be imposed for as short as one week to a maximum length of a resident's stay in residence.

3.4.l 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 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.

3.4.m Incident Hold

A resident may receive an Incident Hold when placed on Residence Probation (See **Section 3.4.l.**) or when a resident has failed to comply with disciplinary sanctions and deadlines. Incident Holds restrict students from applying to live in residence.

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

3.4.n Academic Hold

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.

3.4.o Salto Card Suspension

Salto card access may be deactivated temporarily or permanently where deemed necessary by Campus Living management.

3.4.p Ban/Barring

If a resident and/or visitor(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 academic term to indefinitely.

3.4.q Eviction

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 3 violation or multiple lower level violations.

3.5 Eviction Process

Move-out Process for Evictions.

In the event of an eviction, the resident will be issued a written eviction notice with a timeframe ranging from 48 hours to five days to move out of the room. In some cases an immediate eviction can be levied by the Director of Campus Living.

The resident must comply with the move out process outlined in Appendix F. The move- out time will be determined by the eviction notice issued by Campus Living.

Financial Outcomes.

Residents whose occupancy is terminated by The University forfeit their deposit and are held liable for all residence fees implicated by their Residence Agreement, plus incidental costs for room cleaning, repairs, and removal of belongings if necessary (**See Section 4.8 "Removal of Belongings"**).

Holds and other Restrictions.

Evicted residents will have a residence hold placed on their account. If charges are outstanding at the end of the fiscal year, the account may be sent to a collection agency. Additionally, evicted residents are ineligible to reapply for residence for a minimum of one academic year. In some cases, the resident may be banned from Campus Living residence property.

3.6 Appeals

All Residents have the right to submit a written appeal of a sanction levied by Campus Living Management. Appeals must be received within five business days of the outcome letter being sent.

To submit a notice of appeal residents must follow the appeals procedure outlined at uwcampusliving.com.





4.0 – Facilities

4.1 Bed Linen

Residents must provide and use at all times their own bed linens. Residents found to not use bed linens may be subject to sanctions including fines.

4.2 Showering/Bathing

Residents are responsible for immediately cleaning up excess water after showering/bathing. Any damage caused by excess water will be charged back to the student.

Residents must provide and use at all times their own shower curtain and bathmat.

4.3 Entrance to Room

4.3.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.

4.3.b Entrance without Notice

Campus Living may authorize, without notice, entry to the resident's room by University employees, Facilities staff, emergency personnel (e.g. police, fire, and paramedics), authorized contractors, support workers, or Mobile Crisis Unit in the following circumstances:

- › There is evidence of an emergency, a violation of The Contract, or criminal activity within the room.
- › There is evidence or suspicion of pests within the room.
- › It is known or suspected that someone within the room is at risk and requiring immediate intervention.
- › Facilities staff require access to the adjoining room in a double room for repairs.
- › Cleaning staff require access to the adjoining room in a double room for cleaning.

Property can be seized and removed from your room if it constitutes a health, safety or sanitation concern, an imminent danger or disruption to you or others, when the property is University owned, when applicable law or University policy is being violated, or when the property is unauthorized.

The University is not responsible or liable for any loss, disposal or damage to property seized.

4.4 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 comply with the Policy. The full policy is available from The University website.

4.4.a Safety Standards

All appliances used in residence must meet the following safety standards:

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

4.4.b Designated Areas for Kitchen Appliances

Residents may not install or use any major appliance not provided or installed by Campus Living.

Kitchen appliances that are open-coil, open-flame or gas-based, including but not limited to hot plates and butane-burners, are not permitted in any residence building.

Kitchen appliances with an enclosed heat source such as toasters, slow cookers, microwaves, rice cookers and kettles can only be used within the following designated areas: McFeetors Hall common area kitchens, Balmoral House kitchens, and Family Housing apartment kitchens, unless if included as an amenity of the room.

Residents may store approved kitchen appliances in their room, provided they are only used in designated areas.

4.4.c Rules for Specific Appliances

Appliances such as hair dryers, shavers, and cooling fans may be used in the room if compliant with **Section 4.4.a "Safety Standards"**.

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.

4.5 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 or any items in the room, including alterations to walls, plumbing and related fixtures. Residents should report any maintenance issues as described in **Section 4.9 "Reporting Maintenance Issues"**.

The use of nails, tacks or tape is prohibited in residence. Any damage from the use of these items will result in a fine.

4.6 Furniture

Residents in dorms are not permitted to bring additional furniture into the suite without pre-approval from Campus Living. This includes chairs, couches, storage units, etc.

If approved, the furniture will be inspected by Facilities staff prior to it being permitted in residence.

The resident is responsible for any damage caused while moving furniture in or out of the building.

4.7 Damage & Destruction to Property

Damage or defacement to the personal property of other residents, residence building or residence-associated property, including behavior that has potential for damage, is not permitted and may result in financial restitution.

4.8 Removal of Belongings

The resident is required to remove all personal belongings from residence by the end of their occupancy period. Any items left in residence will be removed and stored by the University for 10 business days. If the resident does not pick up their belongings within 5 days, the University will dispose of them.

Costs incurred by The University for the storage, removal, and/or disposal of a resident's personal belongings will be assessed to the resident.

4.9 Reporting Maintenance Issues

The resident is responsible to report any maintenance issues affecting their room and common areas 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.

Emergency maintenance issues (e.g. anything causing building damage such as water leaks, fire, etc.) must be reported immediately both to security at either 204-786-6666 or via UW Safe App, and the on-duty RA phone number for their building:

- › Balmoral Houses: 204-801-8339
- › McFeetors Hall: 204-782-6076

Campus Living is responsible for resolving maintenance issues 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.

4.10 Fire Safety (Level 2 or 3 Violation)

4.10.a Fire Safety Standards

It is the resident's responsibility to ensure that:

- › Flammable items such as clothing, paper, etc. are not over-accumulated as determined by Campus Living.
- › Exits are in working order and free of obstructions.
- › Windows are free of obstructions and accessible to Facilities staff and emergency personnel.

- › No halogen lamps, flammable liquids, candles, or incense are present.
- › Flammable liquids and aerosols are not to be disposed of in garbage.
- › Smoke detector is in place and uncovered.
- › No more than 20% of walls and no part of ceiling is covered (e.g. with posters)
- › Lint is removed from the laundry dryer before and after each use.

4.10.b Open Flames

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

4.10.c Alarms & Emergencies

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 4.21 "Emergency Evacuation Policy"** for further details regarding evacuation procedures and protocol.

Residents are not permitted to keep personal items of any size in any stairwell, hallway, and common area, as they could become hazards in the case of an emergency.

4.11 Tampering with Life Safety Equipment (Level 3)

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 an 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 open or interfering with their opening in any way, or activating an alarm outside of an emergency.

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

4.12 Waste Disposal and Recycling

Residents are responsible for disposing of their waste in all buildings and are encouraged to recycle waste as much as possible using the facilities available in each building. Extra charges may be assessed to, and shared by, residents if waste management, disposal, and/or cleaning services are required. If a student is found to have disposed of grease or noxious chemicals down the drains disciplinary action may apply.

4.12.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 and recycling bins in common areas are not to be used for personal waste disposal.

4.12.b Balmoral Houses

Balmoral Houses residents are responsible to remove garbage and recycling material to the outside collection bins. Cleaning Contractor will move the collection bins to the back alleyway to be emptied.

4.13 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.

Room inspections will include, but are not limited to the following items:

- › Amount of garbage inside the residence room
- › Cleanliness of appliances such as fridge, toilet, shower, desks, oven, countertops, etc.
- › The storage of food items in pantries and fridges.
- › A clear exit to the door in case of fire or flood.
- › Room is free from excessive smells such as body odour, waste, or cleanliness.

4.14 Cleanliness & Room Maintenance

It is the resident's responsibility to ensure that:

- › Surfaces are clean and sanitary (e.g. countertops, sinks, bathtubs, appliances, etc.).
- › Flooring is clean and free of food and garbage.
- › All areas are 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.
- › Perishable foods are stored in sealed containers.

4.15 Windows and Doors

It is the resident's responsibility to ensure that:

- › Building and residence room doors are clear of obstructions and not left open.
- › Doormats, shoes, or other personal belongings are not left outside of the residence room.
- › External windows and doors remain closed during hot, cold, windy, rainy, or any type of inclement weather.
- › Windows in McFeetors Hall remain shut at all times for proper operation of the HVAC system.

Residents may be held financially liable for damages or higher HVAC operation costs resulting from unattended or improperly closed windows and doors.

4.16 Security

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

4.17 Pest Treatment

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. Adjacent rooms may also be inspected and treated for pests as needed. Residents will not be moved to another room during pest treatment to prevent the spread of pests.

Residents must comply with the pest preparation and treatment process as outlined in the document sent to them. Residents who fail to comply with the expectations may face disciplinary actions.

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.

4.18 Mail Delivery

Mail addressed to residents must include their full name, 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.

4.18.a McFeetors Hall Mail Delivery

Parcels too large to be placed in residents' mail boxes will be held for pick up in the McFeetors Office. Parcels will be held by Campus Living for 7 days before being returned to the sender. If a parcel is non-returnable, Campus Living will dispose of it after 7 days.

4.18.b Balmoral Houses Mail Delivery

Canada Post delivers letter mail directly to each house's mailbox. For parcels, Canada Post will leave delivery notices in the mailbox indicating where they can be picked up.

4.19 Laundry

Laundry facilities are available in each residence building. Laundry facilities are for residents only and may not be used by visitors. Laundry items should be removed promptly from machines. Any items left for extended times may be discarded by Campus Living. Residents must remove lint from the dryers before and after each use.

Residents are responsible for monitoring their items. Campus Living accepts no liability for items that are lost or stolen from the laundry facilities.

4.20 Bicycle Storage

Bicycles are required to be stored in designated areas at all times and cannot be stored inside a residence room. Good quality locks or chains are recommended for all bicycles and are the responsibility of the resident as the University is not responsible for theft or damage to bicycles or contents stored on them.

4.20.a 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, residents may store bicycles in the basement of the house by submitting a request to Campus Living. If approved, the resident will be required to pay a rental fee each term and sign a Bicycle Storage Agreement.

4.20.b McFeetors Bicycle Storage

Bicycle storage is available at the Richardson College outdoor bike cage. Storage is administered by The University of Winnipeg's Parking Department for a monthly rate. Bicycle parking application instructions and details can be found at uwinnipeg.ca/parking/.

4.21 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.

Residents who cause a fire alarm will be fined \$250.00 for a first-time offence.

4.22 Water Usage

In accordance with the University's Water Use Management policy, residents are required to minimize their water usage and reduce, as far as practicable, the University's demand for potable water. This includes not leaving taps or showers running when not in use.

Improper or negligent use of water, such as showering without the use of a shower curtain, has potential for causing significant damage to the room and residence building.

Residents are responsible for damages resulting from improper use of water.

4.23 Community Kitchen Use

4.23.a Kitchen Facilities

- › Residents must supply cleaning supplies (soap, wash/dry clothes, etc.)
- › Residents are responsible for washing, drying and putting away any dishes immediately after use. Dishes left out may be subject to disposal.
- › Residents are responsible for cleaning up messes/spills on the counter, table, floor or stovetop immediately after they occur.
- › Residents must clean out the microwave after every use.
- › Residents must dispose or recycle garbage, containers or food scraps left behind.

Residents are prohibited from:

- › Leaving cooking unattended on the stovetop, microwave or in the oven. Any food product that is found unattended will be discarded by Campus Living staff.
- › Discarding any food waste or oil down the sink. All waste must be discarded in the appropriate bin.

4.23.b Kitchen Cupboards

- › Personal items (dishes, utensils, food containers, non-perishable food items) can only be kept in the residents' designated cupboard. Items that cannot fit in the assigned cupboard space must be stored in the residents' room.
- › If a cupboard is kept in unsanitary condition, Campus Living staff will intervene and require the resident to clean the space or dispose of the items.
- › Never take or use items that do not belong to you.

4.23.c Community Fridges

- › All food items must be stored in airtight and leak-proof containers.
- › Items kept in community fridges must be labelled with the residents' name and date the item went into the fridge.
- › Improperly stored food items may be disposed of by the Campus Living staff without warning.
- › If there is a food hazard or contamination in the community fridge, the fridge will be subject to cleaning. Applicable cleaning charges will be charged back to the student responsible. Hazardous or contaminated food items will be disposed of.
- › Never take or use items that do not belong to you.

5.0 – Meal Plans

5.1 Meal Plan Agreement

The resident is the only person entitled to use the residents meal plan card, provided by Diversity Food Services. This card is non-transferable, non-refundable, and non-interchangeable. The resident may use their meal plan card for purchases where accepted by UWinnipeg food providers, provided there are funds available in your account. This card does not provide credit, and cash-back transactions are not permitted.

There is no guarantee that a given meal plan will fulfill a residents meal requirements for the term or academic year. Residents are responsible for budgeting for their daily food purchases and managing their personal account. Funds can be added to the meal plan, in person or online, at any time before it expires

5.2 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 1.7 “Terminating Residence Occupancy”**.

Adjustments to meal plan requirements based on religious and/or exceptional dietary requirements are subject to terms outlined in **Section 5.4 below**.

5.3 Meal Plan Types: Taxable & Tax-Exempt

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

5.4 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.

Residents may add funds to their meal plan at any time during their occupancy. However, switching to a lower plan (e.g. from Meal Plan 3 to Meal Plan 2) is allowed only until the 15th of the first month of each term, and students cannot change between taxable and tax- exempt plans within the same term.

5.5 Meal Plan Accommodation Request

Residents with dietary requirements that cannot be met by Diversity Food Services are recommended to apply for rooms in Balmoral Houses or Mcfeetors Hall Furnished Apartments. In the event that only McFeetors Hall dorms are available, residents may request a meal plan accommodation based on medical or religious documentation. A completed Meal Plan Accommodation Request Form (available at uwcampusliving.com) should be submitted to Campus Living when the Resident creates their application. Meal Plan Accommodation Requests are subject to approval by Campus Living and will not be accepted after the meal plan change deadline for each term.

5.6 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.

All meal plan pricing includes a non-refundable per-term administration fee. Meal plan options and pricing are listed in Appendix E. Meal cards operate on declining debit system: the value of each purchase is deducted from the dollar balance on the card. Meal dollars are loaded onto your meal card per-term, based on your selected meal plan.

5.6.a Lost or Damaged Meal Cards

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 a replacement card fee of \$25 will be charged by Diversity Foods when a new card is issued.

5.7 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 Federal 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.

5.8 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 an unspent balance of \$100 at the end of Fall term, this \$100 will be added to the student's Winter meal dollar balance.

Unspent meal dollars are rolled over only from Fall to Winter and from Winter to Spring. In other cases, unspent meal dollar balances are converted to tax paying accounts 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 approved, the student pays for and uses part of their Winter meal dollars in Fall term. For example, a student who advances \$300 from Winter meal dollars will have \$300 more to spend in Fall but \$300 less to spend in Winter.

5.9 Expiration of Unspent Meal Plan Money

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

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

5.10 Termination of Meal Plan

When cancelling a meal plan, a \$150 meal plan termination applies (1) when terminating or transferring the Residence Agreement, or when changing from a room type with a mandatory meal plan to one without, or (2) after receiving a meal card for an optional meal plan.



6.0 – Appendices

Appendix A: Standard Occupancy Periods

Application Type	Standard Occupancy Period
Academic Year	Sep 1, 2023 – Apr, 25, 2024 (excluding Winter Break)
Winter Break	Dec 21, 2023 noon – Jan 4 , 2024 inclusive
Winter	Jan 5, 2024 – Apr 25,2024
Spring	May 3, 2024 – Aug 22,2024
Family Housing	Sep 1, 2023 – Aug 22,2024

For all Academic Year students, Winter Break must be requested during the application process and requires payment of the \$120 Winter Break fee. All term end dates are by noon unless otherwise specified.

Appendix B: Family Housing Eligibility Requirements

The Affordable Housing Program is designed for lower-to-moderate income households whose Total Household Income 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 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: Minors in Residence

Minors in residence are defined as a resident under the legal age of 18 years.

Custodianship Requirement for Minors Prior to Arrival

A custodian may be any resident of Canada who is 25 years of age or older who is willing to accept responsibility for the Residence 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; (in cases where the Custodian is not the legal guardian the legal guardians signature is also required)
- › A copy of the Custodian's photo identification clearly showing their age and birth date.

Additional Requirements for Minors in Residence

Campus Living may allocate minors rooms based on supervision or additional factors rather than room preferences selected on the application.

To ensure the well-being of minors in the community, minors are required to meet with Campus Living Management within 2 weeks of their move in date. This meeting will be a check in with the minor to see how they are adjusting to residence, a review of safety guidelines, address living expectations, and possible additional requirements the minor must follow.

Additional requirements may include but are not limited to:

- › Regular meetings with management
- › Scheduled in room wellness checks
- › Randomized cleanliness checks
- › Visitor restrictions
- › Set curfew
- › Room reassignment

Discipline Process for Minors

When an incident involving a minor occurs, 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 discipline process:

- › 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 meeting with Campus Living management. Outcomes vary based on the severity of the violation and are listed in **Section 3.4 “Possible Disciplinary Outcomes”**.
- › If the resident receives a warning for a lower level incident, confidentiality will remain intact between the resident and Campus Living.
- › If the violation is a higher-level incident, 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 outcome letter(s).

- › If 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.

Appendix D: Residence Fees

Winter Break	
All dorm room types (Does not apply to Family Housing)	\$120.00

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. All payment deadlines can be found under **Appendix I: “Critical Dates”**

McFeetors Hall Dorms: (These prices include the mandatory \$25.00 insurance and \$25.00 Programming fee due each term)

McFeetors Hall Dorms			
	Fall Payment Due Sep 5, 2023	Winter Payment Due Jan 8, 2024	Fall and Winter Residence Fees
with Meal Plan 1	\$5,493.00	\$5,493.00	\$10,986.00
with Meal Plan 2	\$5,943.00	\$5,943.00	\$11,886.00
with Meal Plan 3	\$6,643.00	\$6,643.00	\$13,286.00
with Taxable Meal Card	\$5,143.00	\$5,143.00	\$10,286.00

Balmoral Houses: (These prices include the mandatory \$25.00 insurance and \$25.00 Programming fee due each term)

Balmoral Houses			
Room Type	Fall Payment Due Sep 5, 2023	Winter Payment Due Jan 8, 2024	Fall and Winter Residence Fees
Balmoral Room	\$2,780.00	\$2,780.00	\$5,560.00

McFeetors Hall Apartments:
(Term Fee column includes \$25.00 insurance fee)

McFeetors Hall Apartments			
Room Type	Monthly Payments	Term Fees	Full Year Fees (3 terms)
1BR (Affordable)	\$767.50	\$3,095.00	\$9,285.00
2BR (Affordable)	\$971.25	\$3,910.00	\$11,730.00
3BR (Affordable)	\$1,237.75	\$4,976.00	\$14,928.00
2BR (Market Rate)	\$1,328.00	\$5,337.00	\$16,011.00
3BR (Market Rate)	\$1,436.75	\$5,772.00	\$17,316.00

Furnished Apartments: (These prices include the mandatory \$25.00 insurance and \$25.00 Programming fee due each term)

Furnished Apartments			
Room Type	Fall Payment Due Sep 5, 2023	Winter Payment Due Jan 8, 2024	Fall and Winter Residence Fees
2 Bedroom Furnished	\$3,366.00	\$3,366.00	\$6,732.00
3 Bedroom Furnished	\$2,544.00	\$2,544.00	\$5,088.00

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.

Academic Year Meal Pricing

Tax-Exempt Meal Plans UWinnipeg Students Only	Recommended for:	Cost per term	Spendable 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.	\$2500.00	\$2450.00
Meal Plan 2 Approx. 12 meals per week	Students who are sometimes away on weekends and those with average appetites.	\$2950.00	\$2900.00
Meal Plan 3 Approx. 15 meals per week	Students who rarely leave campus and those with hearty appetites.	\$3650.00	\$3600.00

Taxable Meal Option	Recommended for:	Cost per term	Spendable dollars
Taxable Meal Card Approx. 7.5 meals per week	Residents who are often off-campus or who want to supplement regular cooking	\$2,150.00	\$2,100.00

Spring Meal Pricing

Meal options and pricing may be reduced in Spring term to accommodate reduced locations and hours from the food service provider.

Appendix F: Move-Out Process Details

Request preferred move-out time from Campus Living. Residents can select their move out date and time by the assigned deadline.
. If the resident does not request a specific appointment, an appointment will be assigned between 7am and noon on the term end date. If the resident is unprepared for the scheduled move-out, late move-out fees may apply.

Update the deposit refund address on the Portal. 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 will not be eligible for a deposit refund.

Prepare room and shared spaces for the move-out inspection. Pack and/or remove all personal belongings from the room (and shared spaces such as fridges, cupboards, and basement storage where applicable). Any personal belongings left behind will be discarded as per **Section 4.8 "Removal of Belongings"**.

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

Be present for the scheduled move-out appointment. A staff member will arrive at the room to complete the move-out process with the resident. If the resident is not there or are unprepared, a late move-out fee may apply.

Have all applicable keys & cards. Residence room keys, mail keys, and laundry cards must be returned during the move-out appointment.

Be prepared to leave the room after moving out. Once the move-out is completed the resident must leave the residence unless approved by Campus Living.

Update your service providers. 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 confirm the occupancy status of a resident with telecom providers in the following cases:

- › 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.

Charge Descriptions	
Hook Removal	\$50.00
Extra Cleaning *Please note this charge is subject to the Facilities Coordinator Review, and could be increased.	\$50.00
Item Removal *Please note this charge is subject to the Facilities Coordinator Review, and could be increased.	\$50.00
2 inch x 2 inch patch and paint This could be caused by removing tape from the wall, damaging the wall, a hook removal etc.	\$40.00
4 inch x 4 inch patch and paint This could be caused by removing tape from the wall, damaging the wall, a hook removal etc.	\$60.00
Excessive Painting Required *Please note this charge is subject to the Facilities Coordinator Review, and could be increased.	\$100.00
Strip Light Removal This often requires patching and painting of the unit.	\$250.00

Appendix G: Move-In Process Details

Request preferred move-in time from Campus Living. Residents can select their move in date and time by the assigned deadline.
If the resident does not request a specific appointment, an appointment will be assigned to them during the first weekend in September.

Keys and Cards Students may receive the following keys upon moving in; Mailbox key and/or room key. These keys are to be kept all year until move out, lost keys will result in a fine.

Students must submit their photo to studentcard@uwinnipeg.ca to receive their student card and meal plan card on Move-In day. If a photo is not received this may delay access to your meal plan.

On Move In Day Students are expected to arrive at their scheduled move-in time. During the move-in time students will need to sign their Room Inspection form, Resident Agreement and tenant insurance.

Once a student has looked over their room inspection form, it is their responsibility to return the inspection form within 72 hours of moving-in to report any discrepancies.

WiFi Access Students will receive Wi-Fi access the day they move in. If you do not receive an email with your Wi-Fi login information please contact Campus Living.

Appendix H: Service Animals (Level 1 or 2)

Only approved Service Animals will be permitted in residence.

It is the resident's responsibility to complete the "Service Animal in Residence" request form and submit all required documentation to Accessibility Services at the University prior to bringing an approved Service Animal into residence.

Depending on availability and the resident's accommodation request, Campus Living may require time to locate an appropriate room. Accordingly, it is best to provide all applicable documentation and information as described above as soon as possible. For residents already in room that require a Service Animal if the room shares a bathroom or cooking facilities with other residents you may be required to relocate to a self-contained unit.

Service Animals must be kept in such a manner so as not to disturb, threaten or create a nuisance to other persons including staff. Furthermore, the Service Animal must remain in compliance with all applicable expectations/standards outlined in the Contract and in the Service Animal Agreement.

Visitors who require a Service Animal must have the resident they are visiting contact Campus Living with all applicable documentation for review prior to bringing a Service Animal into residence.

The Service animal agreement can be found here: uwinnipeg.ca/institutional-analysis/docs/Procedures/service-animals-on-campus-procedures.pdf

Appendix I: Critical Dates

Note: Dates subject to change

2023 – Fall Term		2024 – Spring Term	
Fri, Sept 1 – Sun, Sept 3	Fall term move-in	Sat, Apr 27	Room change date
Mon, Sept 4	2023 Fall Mandatory Resident Orientation	Fri, May 3	2024 Spring move in
Tue, Sept 5	2023 Fall Payment Deadline (1st day of classes)	Wed, May 1	Deadline for New Resident Priority applications
Tue, Sept 15	2023 Fall Meal Plan Selection Deadline	Sat, May 4	2024 Spring Mandatory Resident Orientation
Oct 8 – Oct 14	2023 Fall reading week	Mon, May 6	2024 Spring payment Deadline (first of Spring classes)
Sun, Oct 15	2023 Contract Termination Deadline for Fall Only Residents	Sat, Jun 1	Contract termination Deadline for 2024 Spring residents
Mon, Nov 13	2023 Contract Termination Deadline for Academic Year Residents.	Thurs, Aug 22	2024 Spring move out
Dec 7 – Dec 20	2023 Fall exam period / 22 - hr quiet hours in effect		
Thurs, Dec 21	2023 Fall term move out		
Dec 21 - Jan 4	2023 Winter Break: (University closed)		
2024 – Winter Term			
Fri, Jan 5	2024 Winter term move in		
Sat, Jan 6	2024 Winter mandatory residence orientation		
Mon Jan 8	University Reopens		
Mon, Jan 8	2024 Winter Payment Deadline		
Mon, Jan 15	2024 Winter meal plan selection Deadline		
Thurs, Feb 15	Contract termination Deadline for 2024 Winter Residents		
Feb 18 – Feb 24	2024 Winter reading week:		
Apr 11 – 24	2024 Winter exam period/ 22 - hr quiet hours in effect		
Thurs, Apr 25	2024 Winter move out		



THE UNIVERSITY OF
WINNIPEG

Campus Living Office

515 Portage Avenue
Winnipeg, Manitoba, Canada
R3B 2E9

P 204.786.9900

E housing@uwinnipeg.ca

@ [@uwrestimes](https://www.instagram.com/uwrestimes)

f [/uwcampusliving](https://www.facebook.com/uwcampusliving)

uwcampusliving.com