University of Victoria
Residence Services

Residence Contract: Summer 2017

For

Dormitory Halls
Cluster Housing
Dormitory Apartments
Introduction

The appended contract applies to the Residence Complex at the University of Victoria. The Residence Complex is defined as all dormitory halls, cluster housing units and dormitory apartments located on the University of Victoria campus, (including bedrooms, common washrooms, lounges, hallways, kitchens and storage areas); as well as the Cadboro Commons complex; as well as the grounds around and between Residence Complex buildings.

Students with children are not eligible for the residences governed by this Contract and may apply for accommodation in University student family housing.

This contract is important. It sets out the contractual agreement between you and the University with respect to accommodation in the Residence Complex. It defines the policies and regulations governing the offer of housing and the terms and conditions of accepting residence in the Residence Complex that is managed by Residence Services.

Summary of Contract

Schedule A - General Terms and Conditions
This section deals with administrative requirements, responsibilities of students, procedures, circumstances in which the contract can be terminated and important deadlines. The information contained here will answer many of your questions. For other questions or clarification, please refer to http://www.uvic.ca/residence/ or contact the Residence Services Office (contact information is listed in Schedule D of the Contract.)

Schedule B - Residence Life / Residence Standards and Regulations

This portion of the Contract defines the standards of behaviour required of all residents and their visitors while present on or about the Residence Complex, and during all residence related events, even if the events occur off campus. Living with others in a Residence Complex is different from living in a private apartment or house. What you may feel comfortable with in private may not be safe or appropriate in a shared residential environment that has a mandate to support the University’s academic mission and foster student success.

Schedule C – Student Meal Plan

Mandatory Meal Plan
Students who reside in dormitory residences (excluding apartments) are required to purchase a meal plan, referred to in the Contract as the “Residence Meal Plan”. The Residence Meal Plan is a declining balance meal plan, with residents choosing the items they wish to consume and paying for each. Schedules C of the Contract outline the options for the Residence Meal Plan, and rules of conduct for the dining areas.

Residents not residing in Dormitory rooms - Optional Tax Exempt Meal Plans

Resident students who reside in non-dormitory, cluster housing and apartments may elect to buy in to the Tax Exempt Meal Plan which can be used in any University Food Service (UFS) location on campus.
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Resident Last Name (please print)                      Resident First Name (please print)

V00                                                        UVic ID #

Building and Room # Assigned

□ Term One  (Apr 30 – Jul 29)    □ Term Two  (May 7 – Jul 1)    □ Term Three (Jul 4 – Aug 22)    □ Term Four (May 7 – Jun 8)    □ Term Five (Jun 7 – Jul 1)    □ Term Six (Jul 4 – Jul 28)    □ Term Seven (Jul 27 – Aug 22)

PLEASE PRINT OFF, FILL IN AND SIGN THIS PAGE. THEN SCAN AND EMAIL TO resadmin@uvic.ca OR FAX TO 250-721-8930 within 7 days of receiving room offer.

I have read, understood and agree to be bound by the University of Victoria Residence Summer Contract 2017 available at http://www.uvic.ca/residence/current-residents/documents-policies/index.php

I have reviewed the recommendations for vaccinations for residents living in residence located at: http://www.uvic.ca/services/health/home/recommendations/index.php

Resident Date of Birth (MM/DD/YYYY)

Resident Signature                                           Date

Signature of Parent/Guardian if Student is Under 19 years of Age  Date:

I am the parent or guardian of the Student named above. I acknowledge that the Student and I have read, understood and agree to be bound by this Contract. I understand and agree that as the Resident is a mature university student that the University will deal directly with the Resident in carrying out this Contract in accordance with its terms.
1.1 Definitions and Interpretations

In this Contract:

- the Contract holder will be referred to as “you,” or “your,” “resident,” or “residents,”;

- “Accommodation” refers to:
  
  o If you live in a dormitory room, bachelor or one bedroom apartment (“Dormitories”), your entire living space including common lounges, washrooms, hallways and laundry facilities;
  
  o If you live in shared accommodation (“Cluster Housing”), your room and the living area you share with other residents. The living area that you share with other residents, together with your room and every other resident’s room is also referred to as your “unit”;

- “Guest” refers to anyone who you accompany on, invite, accept or admit to the Residence Complex property (which includes all Residence Complex buildings, Cluster Housing units, parking lots and surrounding grounds);

- “University” and “UVic” means the University of Victoria;

- “Residence Complex” is defined as all dormitory halls, Cluster Housing units and dormitory apartments located on the University of Victoria campus, (including bedrooms, common washrooms, lounges, hallways, laundry facilities, kitchens and storage areas); as well as the Cadboro Commons complex; as well as the grounds around and between Residence Complex buildings;

- “Residence Meal Plan” is defined in Section 2.3;

- “Residence Fees” are the fees and deposits set out in Section 3.1 for use of Accommodation and for meal plans;

This is a legally binding agreement between you and the University. Residence Services is a department of the University and has the power and authority to act on behalf of the University in respect of this Contract. References to Residence Services refer to the University, acting through Residence Services.

1) The division of this Contract into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Contract.

2) In this Contract the words “include” and “including” are not intended to be limiting.

3) This Contract constitutes the entire agreement between you and the University pertaining to its subject matter.
2.1 Binding Contract

You have accepted an offer from the University for Accommodation in a student residence managed by Residence Services. The terms of your agreement are outlined in this Contract, which is available online at http://www.uvic.ca/residence/current-residents/documents-policies/index.php. By submitting your signed contract and accepting the room offer you have confirmed that you agree to comply with the terms and conditions outlined in this Contract. Prior to moving into your Accommodation you must:

- Provide payment of the applicable Residence Fees by the due date indicated in your emailed room offer and in Section 3.1 of this Contract.

Even if you fail to complete a step in the acceptance or move-in process, you agree that taking possession of validly offered Accommodation establishes an agreement between you and the University on the terms and conditions set out in this Contract and in the emailed room offer.

2.2 Contract Term

This Contract commences at 3pm. on the Move-In Date set out on your emailed room offer (the “Move-In Date”) and ends at 11 am (the “Move-Out Date”) by which time you must have vacated and surrendered your Accommodation to the University.

2.3 Mandatory Meal Plan

Residents who reside in dormitory bedrooms (excluding apartments) are required to purchase a meal plan, referred to in this Contract as the “Residence Meal Plan”. The Residence Meal Plan is a declining balance meal plan, with residents choosing the items they wish to consume and paying for each. Schedule C of this Contract outlines the costs, options and the payment schedule for the Residence Meal Plan, rules applicable to it, and rules of conduct for the dining areas.

2.4 Residents Not Residing in Dormitory Rooms - Tax Exempt Meal Plan

Residents who reside in non-dormitory rooms may elect to buy in to the Tax Exempt Meal Plan which can be used in any UFS location on campus.

2.5 ResNet Agreement

The University provides occupants of the Residence Complex with computer networking access to the campus network, research networks, and the commercial Internet through the Residence Network (ResNet) for learning, research and campus life purposes. Your use of ResNet services is governed by the terms of service available at: http://www.uvic.ca/systems/support/internettelephone/residenceinternet/terms.php

2.6 Type of Contract

You agree that this Contract creates a licensee/licensor relationship. As is expressly stated in the Residential Tenancy Act of British Columbia, the Residential Tenancy Act of British Columbia does not apply to this Contract and to your occupation of your Accommodation.

2.7 Eligibility – Academic Criteria

- You are eligible to stay in residence for the length of the term you are registered for. This includes Co-op students.
- The minimum summer stay in Cluster Housing is 30 nights.
- The minimum summer stay in Dormitory Rooms is 30 nights.
2.8 Assignment Policy

The University will not discriminate in room or unit assignments on the basis of race, colour, religion, place of origin, ancestry or sexual orientation. Residence Services will, where it is reasonably possible, accommodate Residents who feel that their gender identity or gender expression is not represented in traditional male/female housing arrangements.

The University will attempt to honour, but does not guarantee, your request for a particular type of accommodation. Failure to provide your preferred accommodation will not invalidate this Contract.

At any time during the contract term, the University reserves the right, without notice, to assign/change roommates, to change Accommodation assignments and/or to consolidate vacancies by requiring you or other residents to move from one Accommodation to another. This may include requiring you to move to a different Residence Complex area, floor, building or different type of room or unit. If this happens to you, you are required to pay the fees stipulated for the new accommodation and/or meal plan.

If you or your Guests have mobility or agility disabilities, you are welcome to request an assignment to a unit located above the ground floor. Nevertheless, please note that the elevator does break down occasionally, and may be out of order for an extended period. Inconveniences may occur for those who are unable to navigate stairs. The University will take action to repair any malfunctioning equipment promptly, however it is not responsible for service disruptions which limit access to accommodation.

2.9 Compliance with Laws and University Policies et cetera.

You agree to abide by all federal, provincial and local government laws, regulations and bylaws and all University rules, regulations, policies and procedures as issued, amended, supplemented or replaced from time to time, including those of the Residence Services and the University’s policies concerning non-academic misconduct of students. To the extent that there is any discrepancy between matters dealt with both in this Contract and any other publication of Residence Services, the provisions of this Contract shall prevail. University policies can be found here: http://www.uvic.ca/studentaffairs/home/policies/index.php

You agree that this Contract will be construed, and your rights and those of the University shall be governed and enforced, in accordance with the laws of British Columbia (without regard to any conflict of laws principles) and in accordance with any applicable laws of Canada.

2.10 Contract Changes

During the term of the Contract, the University may unilaterally change or delete any provision of this Contract or add provisions to this Contract by sending you an email notification to the email address you have provided to the University, or if no valid email address is provided, by written notification delivered to your Accommodation. Changes will be effective and binding on the date set out in the notification. If no date is set out in the notification, the Contract changes will be effective one week from the date the notification was sent. Please note, however, that changes may be implemented immediately when, in the opinion of the Director of Residence Services, the health or safety of any person may be adversely affected by a delay.

3.1 Rates and Payment

You agree to pay the applicable Residence Fees (which include utilities and ResNet) by or on the due date as indicated in your room offer. If you choose or are required to change your Accommodation, you will be required to pay the fees stipulated for the new accommodation, including transfer fees and the Residence Meal Plan, if applicable.

**Registered Student - Room & Board:** $42.01 per night - 30 consecutive nights minimum

**Registered Student - Cluster Room:** $25.58 per night - 30 consecutive nights minimum
Deposit

A $250 refundable security deposit and a $500 acceptance fee are required within 7 days of receiving a room offer. The acceptance fee will be applied to the balance due. This $750 amount must be paid through the Housing Portal by debit or credit card. Failure to pay the first instalment of Residence Fees by or on the date it is due will result in forfeiture of your accommodation assignment.

Balance of Fees

Full payment is due 7 days prior to arrival. Please visit our website to find details about methods of payments.

Cancellation

Failure to show up on the arrival date will result in cancellation of the room and charges for 30 nights' accommodation. Notice of cancellation must be received a minimum of 7 days prior to arrival to avoid forfeiting the $500 deposit. If you leave prior to 30 nights you will be charged for the full number of nights. Charges for Residence Fees and Residence Meal Plan fees (if applicable) will continue until you return all assigned keys to the Residence Services Office, on the date you indicated on your withdrawal form.

Please note that the following terms apply to all fees and payments required by Residence Services (i.e.: residence, meal plan, activities/programs, assessments, et cetera):

- Post-dated cheques will not be accepted (for accepted methods of payment please see rates/payment section on the Residence Services website);
- A $25 service charge will be levied on all cheques returned by your bank for any reason;
- Late payments may not be accepted. If a late payment is accepted, it will be subject to a late payment fee of $100 and subject to a service charge or 1.5% per month annualized at 19.56% and added to accounts not paid by their due date, at each month end.

3.2 Arrivals

You may check into residence after 3pm at the Residence Services Office on the residence Move-In Date specified on your emailed room offer.

3.3 Late Arrivals

If you fail to check-in on your move in date, your room deposit will be forfeited and your room will be re-assigned.

3.4 Delivery of Personal Property

The University will not accept personal property delivered to the Residence Complex prior to your’ arrival. Residents are required to make arrangements to have all personal property held in storage off campus until you have checked into your Accommodation. The University does not accept any responsibility for personal property delivered to the Front Desk or left in Residence Complex areas.

3.5 Linen

All bedrooms in the Dormitories and Cluster Housing have single extra-long beds and mattresses (78” x 39” x 8”). Residence Services provides a mattress cover for each bed. Students need to bring their own sheets (extra long), blankets, pillow and a pillow slip.
3.6 Non-residence Furniture and Appliances

**Dormitory Rooms:** Dormitory rooms are furnished. Additional furniture and appliances are not permitted to be placed in your dormitory room without prior written authorization from Residence Services staff (See Schedule E for email contact). Items that are typically permitted are a small bar fridge no larger than 3 cubic ft., and/or a freestanding bookshelf and end table as long as they are no larger than 3’ x 3’ x 3”.

All appliances (excluding Canadian Standards Association –CSA- approved electric kettles with automatic shut-off) are prohibited in dorm rooms.

**Common Lounges in Dormitories:**

Only furniture supplied by Residence Services is permitted in common areas. Residents are permitted to have one of each of the following small appliances: kettle, toaster, microwave and coffee makers. All appliances must be CSA approved, in good working condition and have automatic safety shut-off capabilities (i.e. if it overheats it shuts off).

In the event additional furniture and/or appliances are brought into Dormitories without the permission of Residence Services, the resident will be required to remove the item. Residence Services retains the right to require removal of any small appliances that, in their opinion, are unsafe and do not meet the guidelines listed above. Community Standards follow-up and costs associated with removing additional furniture or appliances will be assessed as outlined in Section 6.4.

**Cluster Housing Units and Residence Apartments:** Cluster Housing units and apartments are furnished, but do not contain small kitchen appliances. Additional furniture is not permitted in Cluster Housing units or apartments without prior written authorization from Residence Services staff (See Schedule E for email contact). While small pieces of furniture (i.e., bookshelf, end table) will typically be authorized, pieces larger than 3’ x 3’ x 3’ (i.e.: sofa, love seat, bean bag chair, extra bed, bureau, refrigerator, et cetera) are prohibited. Televisions are allowed but may not be mounted on the wall or ceiling.

In the event additional furniture is brought into Cluster Housing units or Residence Apartments without the permission of Residence Services, the residents will be required to remove the item. Community Standards follow-up and costs associated with removing additional furniture or appliances will be assessed as outlined in Section 6.4.

All appliances brought into the Cluster Housing unit must be CSA approved, in good working condition and have automatic safety shut-off capabilities (i.e. if it over heats it shuts off).

4.1 Room Entry

Authorized personnel of the University may enter your Accommodation, without prior notice, for reasons of health, safety, maintenance or general community welfare, or to make repairs and deliveries to the room and room equipment, or to investigate possible breaches of this Contract.

4.2 Repairs and Alterations

All repairs and alterations to accommodations will be carried out by the University. Residents are prohibited from repairing or altering the exterior or interior of their room or unit and should report any required repairs to resfix@uvic.ca or report them in person to the Residence Services office. Without limiting the forgoing, residents are prohibited from painting or wallpapering their room or in any other way altering the structure of the room or unit.

4.3 Pest Treatment

You shall not allow conditions to exist in your Accommodation that, in the opinion of Residence Services, may encourage the infestation or propagation of insects, rodents or other vermin. Residents are required to report the presence or suspected presence of pests in your Accommodation to Residence Services. In accordance with Section 4.1, personnel authorized by the University may enter your Accommodation, without notice and, if necessary, without their presence, to inspect for pests. Should, in the opinion of Residence Services, treatment be required, residents will be required to comply with the prescribed treatment methods and protocol. This may include relocation (note Section 2.8), cleaning and/or
removal and disposal of furnishings or personal possessions. In such an event residents shall not be reimbursed by the University for any disruption, relocation, loss or loss of use of personal possessions or furnishings.

4.4 Construction and Maintenance

There are on-going maintenance, renovation and construction projects taking place in and around the Residence Complex. The work typically takes place during regular business hours, but may begin earlier or extend into evenings or weekends. Ongoing construction or renovation projects will continue through midterm and final exam periods. The University will take measures to ensure that prudent construction practices are followed, but there may be noise, dust, and temporary interruption of some services. Residents may be required to temporarily or permanently relocate to facilitate construction or renovations to their Residence Complex area. There will be no compensation or reduction to your residence fees due to disruption and/or relocation.

4.5 Storage

There is limited storage space available outside Residence Complex rooms. This space is not available for furniture storage. The storage space provided is not secure. The University does not assume liability for loss, theft, or damage of articles stored in these areas regardless of how such theft or damage occurs.

A rental fee may apply for some storage spaces. Please visit the Front Desk, Residence Services, if you are interested in acquiring a storage locker.

The following materials are not to be kept in lockers: perishable foods; flammable, chemical, caustic, poisonous or any other hazardous materials; unsealed containers of liquids; or any illegal objects or substances.

4.6 Transportation and Parking

Motorized Vehicles

For information about purchasing a parking permit for residences, please see:

Bicycles

Bicycle theft is a common problem and good quality locks or chains are recommended for all bicycles. The Residence Complex has bicycle storage areas (individual and group) which are available to rent at the Residence Services office. Bicycles must not be stored in hallways, lounges or in areas which impede exit from buildings. Bicycles must be stored on the racks or bars designed for that purpose. Bicycles found in any other areas (i.e. attached to posts, railings, trees, et cetera) will be removed without compensation to the resident or to the owner of the bicycle (if not the resident).

Abandoned bicycles are common at the Residence Complex. Periodically the Residence Complex bicycle racks/bars will be inspected, and bicycles that appear to be abandoned will be tagged for a reasonable notice period, as set out on the tag. After the expiry of the notice period, the University will remove and dispose of such bicycles. Residents are required to check their bicycles at least every two weeks to ensure it has not been tagged for removal. The University shall not reimburse or otherwise compensate any resident nor the owner of any bicycle (if not the resident) for loss or loss of use of a bicycle deemed to be abandoned and disposed of in accordance with this section.

The University is not responsible for loss, theft or damage to cars, bicycles, motorcycles, mopeds, scooters, or any other vehicle, or any contents stored on or within them.
4.7 Security

Residents are responsible for taking reasonable precautions to ensure that your Accommodation and the building in which it is located are protected from a breach of security. This includes locking their door(s) and window(s), not forcing or propping open building entrance doors, not permitting unknown persons into Residence Complex buildings, and immediately reporting strangers or security concerns. Residents are not permitted to copy any key or keycard provided by Residence Services.

4.8 Protection of Privacy

Personal information about residents in possession of Residence Services is bound by the Freedom of Information and Protection of Privacy act and the University of Victoria’s Protection of Privacy Policy (http://www.uvic.ca/universitysecretary/privacy/policiesandguidelines/) and will not be released to persons outside the University administration, including parents or designates, family members or friends, without the written consent of the applicant, unless permitted or required by law.

5.1 Moving Out of Your Accommodation

Moving out means removing all persons and personal possessions from your Accommodation, and any bike or storage locker you have rented. If you fail to provide vacant possession when required pursuant to this Contract, then in addition to the University’s other remedies, you will pay all the University’s costs arising from such failure to vacate including the cost to the University incurred to clean your Accommodation and to provide hotel and meals for the incoming resident who is scheduled to take possession of your Accommodation. You acknowledge that in the case of any of your or any of your guest’s personal property remaining in your Accommodation after you were to provide the University with vacant possession, the University will remove and dispose of your and your guest’s personal property without compensation to any person. You agree that the University will be under no obligation to store any such belongings remaining in the Accommodation or to sell them or otherwise recover their value.

5.2 Abandoned Accommodation and Personal Property

Your Accommodation and your and any of your Guests’ personal property may be deemed by the University to be abandoned when:
- your personal property is substantially removed and your Residence Fees are unpaid after the date that they are due; or
- your Residence Fees remain unpaid after the date they are due and the University has not received a response from you for a period of 14 days after sending you a notice.

If the University deems your Accommodation to be abandoned, the University may re-enter your Accommodation and, in addition to any additional rights the University may have, the University may re-rent your Accommodation. In that event, re-entry may be made without notice to you and without liability to you for any damage or prosecution.

You agree that in the case of abandonment, the University will remove and dispose of your and/or any of your guests’ personal property without compensation to you or your guests (as the case may be). You agree that the University will be under no obligation to store such belongings or to sell them or otherwise recover their value.

5.3 Assignment and Unauthorized Occupancy

You alone may occupy the Accommodation. This Contract and your Accommodation cannot be assigned, “sublet”, lent or otherwise shared with another person without the prior written authorization of the University; such authorization is exercised by the University in its absolute discretion and may be withheld or withdrawn for any reason. This is so even when money or other consideration is not exchanged. Unauthorized assignment, “subletting”, lending or sharing is a breach of this Contract and may result in the eviction of both you and the other person(s) occupying or sharing your Accommodation.
5.4 Cancellation of the Residence Contract Prior to Move-In Date

To cancel the Contract before the Move-In Date noted on your Residence Acceptance Confirmation you are required to give written notice of cancellation by sending an email to resadmin@uvic.ca.

Residence Fee refunds will be based on the refund and forfeiture policies outlined below. The meal plan refund policy is provided in Schedule C of this Contract.

a) Within 7 days of your move in date, residence cancellations will result in the forfeiture of the $500 room deposit. Failure to show up on the arrival date will result in cancellation of the room and charged for 30 nights' accommodation. The $500 deposit will only be refunded in the circumstances noted in sub-section b);

b) Criteria to qualify for the exceptions noted in b) are as follows: Evidence acceptable to Residence Services must be provided with your written notice of cancellation and must be received at Residence Services by move in date demonstrating that:
   i. you are not admitted to UVic;
   ii. you have a substantiated medical condition preventing University attendance;
   iii. you were denied a student VISA;
   iv. the University has cancelled your courses; or
   v. you have been approved for a co-op position outside of the greater Victoria area.

5.5 Termination of the Residence Contract After Move-In Date

You may cancel this Residence Agreement after the Move-In Date by giving written notice to Residence Services a minimum of 7 days prior to departing. You will be charged for the time you have occupied your bed space (including the 7 day notice period). In addition:

- Notice of withdrawal must be received a minimum of 7 days for all other registered students, prior to your departure date.
- If you move out prior to your stated departure date, no additional refund is given.
- By returning your room keys to the Residence service office, you give permission for the immediate occupancy of your room with no additional refund.
- Registered Cluster and Apartment Student – if you reduce your stay to less than 30 nights, you will be charged for the full 30 nights.
- Registered Dormitory Bedroom Student– if you reduce your stay to less than 30 nights, you will be charged for the full 30 nights.

5.6 Termination of the Residence Contract by the University

If at any time:

- you fail to pay when due any of the Residence Fees stipulated in this Contract;
- you fail to pay when due any assessments or damages assessed pursuant to the terms of this Contract;
- the University becomes aware that the offer of accommodation made to you was based upon incorrect information or a mistake as to your eligibility for residency in your Accommodation;
- you no longer meet the eligibility requirements for residency in your Accommodation;
- the Director of Residence Services has revoked the approval previously given pursuant to Section 2.7 (2)(c), Section 2.7 (3)a)iii or Section 2.7(3)b)iii for you to reside in Residence Complex;
- you have failed to pay, when due, monies owed to Residence Services with respect to matters other than this Contract;
- you have violated the residence standards and regulations set out in Schedule B or any other University rules, policies or procedures as may be issued, amended, supplemented or replaced from time to time; or
- you breach any provision of this Contract,
In addition to any other available remedies, the University may, without notice, terminate this Contract, re-enter and take possession of your Accommodation, remove you and all other persons and property and use such force and assistance as the University deems advisable to take possession of the Accommodation. In the event of termination of this Contract and/or eviction, you will remain indebted for any fees, assessments or damages accrued pursuant to the terms of the Contract and any that may arise from or be related to your occupation, use of and departure from your Accommodation and the Residence Complex, from the access you gained to other University buildings or facilities under this Contract or otherwise from your failure to comply with the terms of this Contract, including, for greater certainty, fees for the unused balance of your Contract remaining after your eviction.

Residents who are evicted due to failure to pay Residence Fees, assessments, damages or monies owed to Residence when due; and residents who are evicted due to ineligibility may not appeal their eviction. The decision of the Director of Residence Services is final and not subject to appeal.

Residents who are evicted due to violating the residence standards and regulations set out in Schedule C or any other University rules, policies or procedures are eligible to appeal as per Schedule B.

Residents who are evicted from residence will also be prohibited from accessing all buildings within the Residence Complex, including: the Craigdarroch Office building, the adjacent residence parking lots, as well as the Cadboro Commons building (including all food outlets and meeting rooms within the building). Evicted residents may access the Petersen Health Centre, off of Parking Lot 5. Eviction from residence also results in your ineligibility to return to the Residence Complex the following academic year.

5.7 Overholding

If you remain in occupation of your Accommodation after the Move-Out Date or your eviction date, no new right of occupation is thereby created and the University may, without notice, re-enter and take possession of your Accommodation, remove you and all other persons and property and use such force and assistance as the University deems necessary to retake possession of your Accommodation. In this situation, Residence Fee payment(s) processed through the University’s online payment process or otherwise shall not be effective to create any new or continued right of occupation unless such right of occupation and receipt of payment are expressly acknowledged by the Director, Residence Services. If the University expressly grants its approval to your continued occupation of your Accommodation and accepts payment of Residence Fees for that occupation, then any right of occupation that is thereby created shall be for the period contained in such approval, at the Residence Fees previously payable for your Accommodation and subject to the terms of this Contract, as applicable for the occupancy period.

In no case shall any acceptance of Residence Fees of your Accommodation after the expiry of the term of this Contract result in any right of occupancy greater than a right to occupy your Accommodation from month to month (meaning, for greater certainty, terminable by you or the University at any time on 30 days written notice), at the Residence Fees previously payable for your Accommodation, and not from year to year and shall be subject to the terms of this Contract so far as the same are applicable to a right to occupy from month to month.

6.1 Force Majeure

The University, insofar as it is within the University’s reasonable control, will provide the Accommodation pursuant to the terms and conditions stated in this Contract.

To the extent that the University is unable to fulfil, or is delayed or restricted in fulfilling, its obligations under this Contract by any cause beyond its reasonable control, the University shall be relieved from the fulfilment of its obligations during that period and you shall not be entitled to any reduction in fees or compensation as a result thereof. Without restricting the generality of the foregoing, the University shall not be responsible for failing to meet its obligations under this Contract due to a strike by its employees, a lock-out of employees by the University and/or any other form of job action or labour unrest, or due to acts of God, including fires, floods, earthquakes, intervention by civilian or military authorities, acts of war, acts of
terrorism, public health emergencies, whether localized, national or international, unusually destructive or disruptive storms, or new or amended federal, provincial or local laws, regulations, bylaws or policies.

6.2 Liability

The University is not responsible for property belonging to you or any of your Guests which is lost, stolen or damaged in any way, regardless of cause, wherever or not this may occur on the Residence Complex property, including storage facilities and your Accommodation. The University is not responsible for any injury, death, damage or loss whatsoever caused to you or your Guests while in or about the Residence Complex or the University campus or while engaged in activities organized or sponsored by the University. Without limiting the generality of the foregoing, the University shall not be responsible for injury, damage or loss to you or your Guests due to:

- the use of Residence Complex facilities and equipment;
- taking part in socials, dances, plays or other organized or sponsored activities; and
- taking part in organized or sponsored off-campus activities including ski trips and tours.

You agree you will not do, or permit to be done, any act or thing which may render void or voidable any insurance policy of the University. You agree to indemnify and save harmless the University from and against any expense, loss or damage suffered by the University by reason of your breach or non-performance of any term of this Contract.

Computers and other electronic equipment are sensitive to electrical disturbances. These disturbances can occur frequently and have the potential of disrupting or damaging your sensitive electronic equipment. You can take the following actions to reduce the risk of electrical problems:

- Limit the amount of equipment plugged into one outlet.
- Use three-pronged plugs for equipment that requires them. Never remove the grounding pin from the plug.
- Purchase a good quality “surge suppressor.” This is different from a power bar.

6.3 Insurance

The University carries insurance for its own benefit. The University does not provide you with 3rd party liability or property insurance. The University recommends you to obtain a residential tenant insurance policy that covers for both:

- Loss or damage to personal property
- 3rd party liability coverage for personal injury and property damage.

Insurance may be available as an extension of your family’s home insurance policy. Consult with your insurance agent to confirm that appropriate coverage is in place.

6.4 Damages and Costs

You agree to pay for damages, lost property or extraordinary service or administrative costs you, or your Guests cause to University Residence Complex facilities whether through accident, neglect or intent. All residents of a floor or building or unit may be assessed for cleaning, damages, lost property or extraordinary service costs where the person(s) responsible cannot be ascertained by the University but where the damages, lost property, or excessive mess all reasonably believed by Residence Services to be caused by one or more residents of a floor or building or unit. Where charges and costs have not been paid by the specified date, a late fee will be added.

Assessments are charges applied to your account for damage (other than normal wear and tear), missing articles, missing furniture, damaged furniture, keys lost, defaced, or not returned, or for any extraordinary cleaning. Upon receiving an assessment notice you will be required to choose one of these two options:
• pay the assessment on-line by the due date, or request an extension from Residence Services staff before the
due date. Reasonable requests for payment plans will be accommodated; or
• appeal the assessment by submitting an email to ressmaintenance@uvic.ca within 7 business days of receiving
notification of assessment. Appeals will only be considered if you are not in arrears for any other fees, charges
or amounts owed to Residence Services.

Failure to pay assessments including damages, lost property, service and administrative costs may result in the relocation of
you or other resident(s) to another floor or unit, denial of future residence assignment of Accommodation or eviction from
your Accommodation.

6.5 Denial of Other University Services

In addition to any other remedies available to it pursuant to this Contract or at law, the University may suspend your
student privileges and deny you student services if any fees, assessment, damages, costs or other monetary amounts owing
pursuant to this Contract remain unpaid by you either during the term of this Contract or after its termination or conclusion
for any reason.

SCHEDULE B

Residence Life/ Residence Standards and Regulations

RESIDENCE LIFE

1.1 Statement of Rights and Accompanying Responsibilities of the Individual within the Residence Community

UVic residences house over 2,300 residents. Residents come to our community from across Canada and the world. Each
resident brings different experiences of the world to residence, which is what makes living in a residence community so
interesting.

The well-being of the residence community rests on the balance of the community’s ability to meet the needs of the
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. As a member of this community you have many rights and with
those rights come responsibilities. You also have some privileges, which rely on you being a positive member of this
community. The following guiding principles describe the rights and accompanying responsibilities of the individual within
the residence community:

• You have the right to be safe here. You have the responsibility to conduct yourself in a way
which doesn’t endanger others.
• You have the right to expect fair and consistent service from Residence Services staff. You
have the responsibility to treat Residence Services staff with respect and to address any
questions or inconsistencies through the appropriate channels.
• You have the right to expect clear standards of behaviour. You have the
responsibility to know and ask questions if you do not understand a standard.
• You have a right to a living space that is clean and well kept. You have a responsibility to
contribute to the upkeep of common areas by not leaving garbage or dishes in lounges or
common areas.
• You have a right to live in an environment conducive to sleep and study. You have a
responsibility to follow the community standards for quiet hours and to always behave in a
reasonable manner even when quiet hours are not in place (these are called consideration
hours).
• You have a right to manage your own health and wellness. You have a responsibility to work
with UVic administration to ensure any mental or physical health issues do not have a
negative impact on the residence community.
• You have a right to enjoy your living space. You have the responsibility to allow others a reasonable level of conversation and visiting during consideration hours as well as the responsibility to keep your own visiting and conversation during these times at a reasonable level.
• Every person in the community can expect consideration and respect for their feelings and needs, and in return has the responsibility to conduct themselves in a civil manner and to show respect for the rights of every other person in the community.
• Every person in the community can expect to live in an environment where their possessions and the communal space are shown respect by every other person. You have the responsibility to show everyone respect and to respect the property of others and the University.

There are also some privileges that most residents can enjoy:

• You have the privilege of having housing on campus. You have the responsibility to function within the community standards in order to maintain this privilege.
• You have the privilege of having guests visit you in residence; you have the responsibility to ensure that they respect the standards of the community.

1.2 Roommates

Upon moving into your new home away from home, we strongly recommend that you sit down with your roommate(s) upon move-in to discuss how you will share the space (guests, cleanliness, social events, noise levels, etc.) during your stay in residence. This conversation is meant to initiate dialogue between students to identify each other’s needs and wants and help set the foundation for a great roommate relationship. Each resident has the right to a safe and comfortable environment that is conducive to study and sleep. In turn, each student also has the responsibility to be respectful of the space and to follow the Community Standards. Should any concerns arise with your roommate(s), it is expected that you will make an effort to communicate with each other to find a mutually agreeable resolution. If you encounter difficulties finding a mutual agreement, Residence Services staff can offer assistance with this process (i.e roommates agreement). Please contact the Craigdarroch Residence Services Office or see Schedule D for contact information.

1.3 Residence Standards Overview

Because residents all have different expectations about what standards are acceptable in a community, it is our job in Residence Services to establish a set of standards that meet the needs of the general resident population. The University is committed to ensuring that all members of the University community are able to study and work in an environment of acceptance and mutual respect, free from harassment and discrimination. The standards and regulations stated here strive to protect the wellbeing, safety and security of residents and contribute to a residence community that is conducive to residents’ academic success, personal growth and development. These standards are applicable on or about the Residence Complex and during all residence-related events, even if these events take place outside Residence Complex property. These standards have evolved over time to reflect provincial and municipal laws; requirements for basic safety in high density living (e.g. flames and incense policy Schedule B Section 2.12); and the feedback of residents over the years. If you have a question or concern about a policy, please ask one of the Residence Life and Education staff about it. Acting in violation of a policy is not the way to question it.

Living with others in a residence is different from living in a private apartment or house. What you may feel comfortable with in private may not be safe or appropriate in a shared residential environment that has a mandate to support the University’s academic mission.

1.4 Residence Community Standards Process

When an alleged violation of the Residence Contract, Residence Community Standards and regulations is brought to the attention of Residence Life and Education staff, they are responsible for ensuring that the incident is addressed with the resident. Where necessary the Residence Life Coordinator will determine the appropriate sanction. Sanctions applied in one
session may be carried over into the following session. The process to appeal the carry forward of sanctions from one academic session to the next is outlined in the Residence Services Community Living Handbook.

If you are found in violation of a residence standard or regulation outlined in Schedule B of this Contract you may be warned or assigned sanctions based on the community standard process outlined in the Residence Services Community Living Handbook.

You may appeal the sanction imposed using the procedures, and within the time limits, outlined below. These procedures are also included in the Residence Services Community Standards Handbook. Appeal decisions are final and not subject to further appeal. For independent feedback or guidance with the appeal process, residents may consult with the Office of the Ombudsperson at 250 721-8537 or ombuddy@uvic.ca. Please see: http://uvicombudsperson.ca/.

Residents may appeal Written Warnings, On Notice and/or Probation sanctions to the Director, Residence Services (or designate).

Process for Appeals of the categories ranging from Warning to On Probation:

1. A resident may appeal the category and/or assigned sanctions on the following grounds:
   a. That there is clear evidence of lack of procedural fairness and/or bias or unfair treatment in the process.
   b. That there is new information available potentially rendering the original decision unreasonable in light of new evidence presented.

2. A resident has five (5) University business days from the receipt of their follow up letter to submit a request for an appeal. To initiate this process the resident must e-mail Residence Services (reslife@uvic.ca)
   a. Ensure the title of the email is: Residence Community Standards Appeal
   b. In the body of the email:
      i. Indicate the resident's full name, building/Cluster unit, and room number
      ii. Indicate their reason for entering an appeal (based on the requirements above)

3. Once the email has been received, the Director, Residence Services (or designate) will contact the resident within five (5) University business days with a decision as to whether an appeal meeting will be scheduled.

4. If an appeal meeting is scheduled, the resident will be invited to discuss their case.
   a. The case will be considered in conjunction with other reports and information presented by Residence Life and Education staff or University staff.

5. A resident will be informed of the outcome of the appeal meeting within three (3) University business days.

6. The decision of the Director, Residence Services (or designate) is final and not subject to further appeal

Residents may appeal Termination of their Residence Contract to the:

- Residence Services Judicial Appeal Board, which consists of
  - Director of Residence Services (or designate)
  - Two student representatives
  - Two University Administrators (or designates)

- Process for Appeals of Evictions

1. A Resident is required to vacate the residence community by the deadline indicated in his or her Eviction notice. This requirement will not be altered except in cases where the Board overturns the eviction, or modifies the deadline due to exceptional circumstances.

2. A Resident has three (3) University business days from the receipt of an Eviction notice to submit a completed appeal form to the Director of Residence Services (or designate). The appeal form is available online. The envelope must be clearly marked “Eviction Appeal” and must be delivered to the Residence Services Main Office, as per the instructions on the appeal form.

3. A Resident may appeal the eviction on the following grounds only:
a. That there is clear evidence of a lack of procedural fairness and/or bias or unfair treatment in the process
b. That there is new information available potentially rendering the original decision unreasonable in light of new evidence presented.

4. The Director of Residence Services (or designate) will call an Appeal Board hearing within five (5) University business days of the receipt of the appeal form.

5. The Board will consider the appeal form submitted by the resident, as well as any other relevant documents and reports. The Board may also choose to interview the resident and/or other individuals with information relevant to this eviction decision.

6. Once the Board has met, the resident will be informed of the decision in writing within 24 hours (one full business day) of the meeting.

7. The decision of the Board is final and not subject to further appeal.

In addition to incidents being addressed and looked into by Residence Life and Education staff, incidents may be:

- referred to the University’s Human Rights & Equity office, and/or
- investigated under any University of Victoria policy concerning Non-Academic Misconduct Policy (https://www.uvic.ca/universitysecretary/assets/docs/policies/AC1300.pdf), and/or
- referred to alternative University discipline procedures, and/or
- investigated under any other applicable policy of the University, and/or
- referred to Campus Security Services, the Saanich Police Department or other law enforcement agencies.

**RESIDENCE STANDARDS AND REGULATIONS**

(Listed in alphabetical order)

You are expected to use reasonable foresight to choose actions that do not place the safety or well-being of yourself or others at risk. These standards and regulations are an important part of this Contract. Violation, or actions that contribute to or facilitate the violation, of any of the following regulations are a breach of this Contract and may result in action on behalf of the university under any University of Victoria policy concerning non-academic student misconduct (as issued, amended or replaced from time to time) Residence Community Standards action, and eviction from Residence Complex, as well as other actions described in Section 1 above and this Section 2. The University will not accept ignorance, anger, alcohol or substance abuse as an excuse, reason or rationale for violation. If you choose to be part of a group that is violating residence standards and regulations you may collectively and individually be held responsible for the violation. In addition, where applicable, violations of this agreement may be followed up with Campus Security Services and/or the Saanich Police Department.

### 2.1 Alcohol Use in Residence

Consumption of alcoholic beverages (“Alcohol”) by individuals less than 19 years of age in British Columbia is a violation of provincial law and University policy. Provincial liquor regulations apply to all resident rooms/units and the university facilities as a whole. Residents and their guests are responsible for knowing, understanding and complying with these standards and policies.

Alcohol consumption is not an excuse for disruptive or unacceptable behaviour. Residence Services and Campus Security Services are responsible for enforcement of this policy. Residents who choose to violate this policy will be held accountable for their actions under the Residence Community Standards and/or under any University of Victoria policy concerning non-academic student misconduct, and/or followed up by the Saanich Police Department.

Residents who meet the criteria listed above and choose to consume Alcohol must do so responsibly, and will be accountable for their actions.

a) Consuming or serving Alcohol or carrying unsealed Alcohol is permitted only in residents’ rooms, Cluster Housing units, or dormitory apartments.
b) Possession and/or consumption of Alcohol within a designated Alcohol-free residence building is not permitted.

c) Possession and/or use of a keg, mini-keg or any other container holding more than (2) two litres of Alcohol is not permitted.

d) Consuming or serving Alcohol or carrying unsealed Alcohol is not permitted in any other areas including, but not limited to, lounges, patios, balconies, cluster walkways, elevators, washrooms, laundry rooms, hallways, stairwells, main floor foyers, lounges and any outdoor residence space.

e) Participating in a game or activity that promotes, or can be construed to promote, the consumption of Alcohol, which includes but is not limited to, high risk drinking activity and/or the use of a drinking apparatus, is not permitted.

f) Failure to adhere to the rules, regulations, policies and procedures of the University and Residence Services governing the use of Alcohol in the Residence Complex may result in the assessment of University follow up and discretionary conditions, and/or eviction from the Residence Complex.

2.2 Attack on the Dignity and Security of an Individual

Activity (verbal, written, electronic, graphic, physical) that is threatening, racist, sexist, homophobic, or any form of discrimination, harassment, sexual harassment or unwanted sexual attention is prohibited, and may result in eviction from the Residence Complex. This can include, but is not limited to: posting or distributing material and/or behaving in a manner that is offensive and may contribute to an intimidating, hostile or uncomfortable environment; putting offensive posters/pictures in areas available to public view, including windows or common areas; using e-mail or other electronic messaging, social networking sites, voice mail, message boards, mail, computer networks or other mediums to convey obscene or otherwise objectionable messages or materials; writing graffiti in Residence Complex buildings or encouraging or engaging in offensive acts or behaviour; and repeatedly following or attempting to make unwanted contact with another person.

2.3 Cafeteria/Residence Retail

Inappropriate or disruptive behaviour in a University cafeteria or a Residence Complex retail outlet is not permitted and may result in eviction. See Schedule C.

2.4 Cleanliness Standards

Residents are expected to keep shared living areas and the exterior of their room/unit doors clean. This includes leaving dishes and/or garbage in public spaces of the Residence Complex, including stairwells, hallways and the exterior. This behaviour may result in cleaning charges, and/or further action as may be deemed appropriate by Residence Services. Common area damage or unreasonable mess may result in shared charges, the possible relocation of the residents of the floor/unit, and/or denial of future residence assignment.

Residents are responsible for disposing of any refuse accumulated by them or their guests, and must dispose of any garbage or recycling from their unit and/or room in the appropriate garbage compound located outside of their residence building.

Residents are expected to recycle materials in accordance with the campus recycling program. It is the responsibility of the resident to bring their recycling to the recycling areas located within the Residence Complex area and to only place appropriate materials within the respective bins.

2.5 Cooking

Cooking devices that are open-coil, open-flame or gas-based, including but not limited to hot plates and butane-burners, are not permitted in Residence Complex buildings. The only appliances permitted in dormitory rooms are CSA approved kettles with automatic shut-offs and small fridges (3 cubic ft).
Permitted cooking appliances may only be used in Cluster Housing kitchens or Residence Complex lounges. Residents must be in attendance at all times while preparing food in/on any cooking appliances, including but not limited to microwaves, toasters, stoves, et cetera.

Barbecues are not permitted in the Residence Complex.

2.6 Cooperation with Staff and Others

Residents and guests shall cooperate with requests from staff members, Campus Security Services, emergency personnel and the Saanich Police Department. Failure to cooperate with, and/or verbal or physical harassment or abuse of a staff member (Residence Services staff, trades staff, Third-party contractors, Campus Security Services, emergency and/or Saanich Police Department personnel, et cetera) may result in University action, eviction from residence, and/or referral to the Office of Student Affairs for Non-Academic Student Misconduct. Misleading or providing false identification to staff (as defined above) will also result in Residence Community Standard action.

2.7 Damage to Property

Damage to the personal property of other residents or damage to Residence Complex property including, but not limited to, posters and advertising materials is prohibited and may result in eviction from the Residence Complex and an assessment for damages pursuant to Section 6.4 of Schedule A. In addition, such actions may result in follow-up with the Saanich Police Department.

Do not use nails, screws, hooks, glue-on hangers, scotch/masking/duct tape on your walls. You will be at risk of receiving an assessment for damage. To hang pictures or decorations use the removable 3M™ Command picture strips (available at the University of Victoria Bookstore) or sawtooth/ wireback picture hangers. These are inexpensive and widely available at grocery or hardware stores.

2.8 Dangerous Activity

Activities that are considered dangerous or potentially harmful to any person, including the resident engaging in the activities are prohibited and may result in eviction. Activities include, but are not limited to: throwing objects, breaking glass, climbing the outside of Residence Complex buildings, climbing into or out of residence through windows, sitting in windows sills or on balcony railings, setting fires of any size in or about the accommodation or anywhere in Residence Complex or on Residence Complex grounds, et cetera.

2.9 Dangerous Materials

Possession or use of explosive or flammable material including firecrackers, fireworks, dynamite, gasoline, propane, or other such materials, is not permitted on Residence Complex property. Possession of the same may result in eviction. Propane tanks are not permitted in the Residence Complex.

2.10 Drugs

The possession, use, trafficking (which includes manufacture, sale, giving, administering, transporting, sending, delivery, or distributing) or offering to do anything related to the possession, use or trafficking of illegal drugs is prohibited. For greater certainty, marijuana, hashish and their derivatives are considered illegal drugs for the purposes of this Contract. Any involvement, whether direct or indirect, in any illegal drug or drug-related activity is prohibited. Possession of paraphernalia that is associated with the possession, use or trafficking of illegal drugs is prohibited. These activities may result in eviction and/or referral to the Office of Student Affairs, and/or the Saanich Police Department. Please note: Residents with a documented medical need for a marijuana prescription who wish to consume their prescription in a residence building must register with, and have the documentation verified and approved by the University of Victoria Resource Centre for Students with a Disability. Only non-flammable methods of consumption of such
prescription drugs will be approved for use in residence buildings, and residents must abide by the safety guidelines for prescription use determined by Residence Services.

2.11 Elevator Tampering

Tampering with elevator safety systems or engaging in activities that may damage or interfere with the operation of the Residence Complex elevators are prohibited, and will result in an assessment for the cost of repairs and possible eviction from the Residence Complex.

2.12 Flames

Flames, including burning candles or incense, are not permitted in the Residence Complex.

2.13 Food Fights

Initiating, encouraging and/or participating in a food fight in any way on University property or within a University cafeteria, food outlet or building is not permitted. This includes the following behaviour: creating a distraction to initiate the food fight, throwing food, attending with the purpose of watching, et cetera. These actions may result in follow up from the Judicial Affairs Office under any University of Victoria policy concerning non-academic student misconduct, as well as Residence Services. Sanctions up to and including eviction may be applied.

2.14 Functions and Social Gatherings

At all times when hosting guests in your residence room or Cluster unit, all Community Standards must be upheld; specifically those that pertain to alcohol, guest and noise. For further clarity please refer to Section 2.1, and Section 2.17.

In addition, when hosting a function or social gathering (a group of 5 or more individuals where alcohol and/or music is a significant component of the event), the following expectations must be met:

- A room or unit owner must be in attendance as the “host” of the function or social gathering, and must be immediately available for the entire duration of the gathering.
- The room or unit owner is responsible for the actions of those who attend. If others arrive who are not invited, the host must ask them to leave and/or report them to university personnel (i.e. Residence Life and Education staff or Campus Security Services).
- In twin rooms and Cluster units, all roommates must give permission for a function or social gathering to be hosted in the room or unit.
- The function or social gathering must be contained within the host’s room or unit, and may not impact communal space (i.e. hallways, Cluster walkways, balconies, surrounding outside areas, et cetera) with noise, guests or alcohol.
- All functions and social gatherings must adhere to fire code regulations.
- No function or social gathering may be advertised without permission from a Residence Life Coordinator.
- Party lights and themed function or social gatherings are not permitted.
- Alcohol may not be sold, and all provincial, residence and campus liquor policies must be upheld at a function or social gathering.
- No functions or social gatherings are permitted during exams, when extended quiet hours are in effect.
- The function or social gathering must be terminated by the host and guests must vacate no later than 12:00 a.m. to ensure quiet hours are observed.

A host may book a meeting with a Residence Life Coordinator to discuss the above expectations. A meeting is required before a function or social gathering if the host is looking for an exception regarding the above expectations.

As the above definition can be vague under certain circumstances, defining a function or social gathering is ultimately the discretion of Residence Life and Education staff, Campus Security Services and/or emergency or Saanich Police Department personnel. A responsible function or social gathering does not require continued university staff presence to ensure the above expectations are met. If the function or social gathering requires continued staff presence, it will be terminated.
Failure to adhere to the above expectations, the Community Standards and/or other university policies may result in the function or social gathering being terminated at once, the withdrawal of future function or social gathering privileges, and/or the assessment of sanctions and/or eviction from residence.

2.15 Guests or Visitors

Residents must comply with the guest check-in registration procedure as outlined in the Residence Services Community Living Handbook. Residents are allowed one overnight guest at a time, for no more than three consecutive evenings at a time and no more than 9 nights total per term unless permission is granted in writing from a Residence Life Coordinator. Residents who do not comply with these limits are in violation of Schedule A, Section 5.3 of this Contract.

Residents sharing a double room or Cluster Housing unit must have the permission of their roommate(s) or housemates prior to having a guest(s).

Residents are responsible for their guests’ behaviour whether they participated in, condoned or were aware of the guests’ behaviour or not. Anyone who is invited to, accompanied on, accepted or admitted to the Residence Complex property (which includes all residence buildings, parking lots, and surrounding grounds) is deemed to be a guest of that resident.

A resident who facilitates the access (i.e. opening a locked door) of a stranger or ‘unhosted’ person to Residence Complex property will be deemed to be the host of that person and will be held responsible for that person’s behaviour as if the person were their guest.

Residents must be present as hosts of their guests at all times, however their failure to be present does not mitigate or relieve their responsibility for their guests’ behaviour. Residents are responsible for their guests’ actions until the guests leave the Residence Complex property.

Accompanying or acting as a host to a former resident who was evicted and does not have visiting privileges, and/or a person whose visiting privileges have been revoked, is prohibited.

Residents are responsible for activities that take place in their room or unit whether they are present at the time of the activity or not. A resident’s failure to lock their door and/or their lending of keys to another for access to their unit does not mitigate their responsibility for the actions of others that occur in the resident’s room or unit.

2.16 Inappropriate Behaviour

In addition to the other provisions of Section 2, any conduct which is inappropriate or disruptive to the residence community or the University, as determined by the Residence Life Coordinator, is prohibited and may result in eviction.

Without limiting the foregoing, inappropriate behaviour includes “mooning,” public urination, use of a toilet or shower facility for purposes outside of their intended use, and nudity visible outside of the resident’s room.

2.17 Initiations/Hazing

Initiation or hazing activities that single out particular residents and/or create mental or physical discomfort, and/or exposes another to undue embarrassment or ridicule, and/or may be physically or emotionally harmful to others, are prohibited. Encouraging, initiating, participating in and/or supporting such activities is prohibited and may result in eviction.

2.18 Lost or Defaced Keys and Lock-outs

Lost Keys must be reported to the Residence Services Office immediately.
For safety and security reasons a lock change is required when keys are lost and the resident is responsible for the lock change fees.

**Lock Change Fees:**
- Residence rooms $55
- Cluster Unit $210
- Apartment $55
- Residence Exterior Building Key $55
- Key Cleaning Fee $5 per key

If a resident is locked out, a lock-out key may be requested from the Residence Services Office. Photo ID is required to receive a lock-out key. The lock-out key is only issued to the resident who can prove he/she is an occupant of the locked room. The resident cannot authorize or send someone else to sign out a key on his/her behalf. 30 minutes is given to unlock the room and return the lock-out key to the Residence Services Office. All lock-outs are recorded.

Late returns for borrowed lock-out keys are subject to additional charges (a minimum of $25) and if the key(s) is not returned within 24 hours from which it was borrowed, a lock change will occur and all associated costs placed on the resident’s account.

If keys are left out of the area (i.e. in another city) the Residence Services Office staff will temporarily sign out a set of keys while the original keys are in transit. This will be recorded by staff as one instance of a lock-out and if the temporary set is not returned within the specified timeframe, a lock change will occur and all associated costs placed on the resident’s account.

When a resident moves out of residence, he/she is responsible to return all keys to the Residence Services Office. Failure to return keys will result in a lock change and all associated costs which will be placed on the resident’s account.

### 2.19 Noise

Residence is a densely-populated community, and therefore you must expect some reasonable living noise. Absolute silence is not possible. However, as is set out in this Section, residents are not permitted to create excessive noise. In all residences, residents are expected to be considerate of their neighbours 24 hours a day, 7 days a week. An individual’s right to reasonable quiet study and sleep supersedes others’ rights to make noise. In cases of dispute, the residence life staff will determine what is reasonable. If someone asks that you be quiet, respect that person’s wishes and reduce your noise.

Audio equipment may not be played such that sound, and especially the bass (low frequency sound) can be heard outside of the resident’s room or unit. Subwoofers and sound systems containing subwoofers are not permitted in your room, Accommodation or unit.

In addition to being considerate at all times, quiet hours are those times during which residents are prohibited from making noise which can be heard outside of their unit, or which may disturb the resident’s roommate in any way (if applicable), or which can be heard outside the Residence Complex building and may disturb a resident inside the building. This refers primarily, but not exclusively to talking, noise from audio equipment, radios, televisions, musical instruments, computer equipment and telephones.

**Quiet Hours**

The quiet hours are as follows:

- Sunday–Thursday 9 pm to 8 am
- Friday and Saturday nights 12 am to 10 am

**Exam Quiet Hours:**

Exam quiet hours run for 22 hours a day with courtesy hours running from 6 pm to 8 pm
2.20 Pets and Guide Animals

Residents are not permitted to keep or harbour pets, including fish, or animals in the Accommodation or on Residence Complex property, even temporarily. Guests may not visit the Accommodation with pets or animals.

The resident may keep a guide animal (as defined in the Guide Animal Act of British Columbia) in their accommodation provided the resident provides such documentation acceptable to Residence Services to verify that:

a) the guide animal is certified as a guide animal pursuant to the Guide Animal Act of British Columbia; and
b) the guide animal is required by the resident at the accommodation due to a documented disability.

Residence Services will make those arrangements and accommodations that Residence Services deems to be reasonable and suitable for residents requiring guide animals and those other residents that may be affected by the presence of guide animals. Accordingly, you must inform Residence Services about your or your designated roommate’s requirement to reside with a guide animal and provide the information described above before the arrival of the guide animal at residence. Any guide animal must be kept in such a manner so as not to disturb, threaten or create a nuisance to other persons or Residence Services. If during the term of this Contract, you or your guest(s) require that a guide animal reside in your Accommodation, even temporarily, you must inform Residence Services providing the information described above before the arrival of the guide animal at residence.

2.21 Playing Sports or Sporting Activities in Residence Buildings, Hallways or Common Areas

Residents are not permitted to engage in physically active games/activities including ball hockey, football, golf, soccer, throwing a ball, Frisbee, hacky sac, water fights, bicycling, skateboarding, hoverboarding et cetera, inside Residence Complex buildings.

2.22 Pranks: Inappropriate or Destructive

Initiating, encouraging, supporting or participating in pranks that are inappropriate, disruptive, offensive or hostile toward residents and/or staff, or that jeopardize the safety and security of others is prohibited and may result in eviction.

2.23 Prohibited Areas

Residents are not permitted access to unauthorized areas. This includes areas not normally used by persons other than staff, and includes Lansdowne, Gordon Head and Craigdarroch Residence Complex balconies, the top of covered walkways, roof tops, mechanical rooms, hot water tank rooms, or any area marked “off-limit to unauthorized personnel”, “staff only” or “closed”, crawl spaces, construction sites, and private offices, et cetera. Accessing these areas is prohibited.

Unauthorized access to the Residence Complex and Cluster Housing rooms is also prohibited. All of the above behaviour may result in eviction and/or referral to the Saanich Police Department.

2.24 Removal of University Property

Removing furniture or property from lounges and other common areas is not permitted. Taking university property out of a Residence Complex area is considered theft and may result in eviction and referral to the Saanich Police Department.

2.25 Room Inspections

Residence Services Staff will perform room, apartment or townhouse inspections for cleanliness and maintenance issues a minimum of once per term. Residents will be given 24 hours notice of such inspections. Notwithstanding this clause, however, authorized university personnel may enter your accommodation without prior notice as outlined in Schedule A 4.1
Room Entry. In addition, Residence Services staff may enter a room that a resident has checked out of as soon as possible after check-out in order to perform a check-out inspection. Where a resident has moved out of a shared room or shared unit, Residence Services staff may enter the shared room or unit at any time to perform the check-out inspection.

2.26 Safety/Security/Fire Equipment

Safety equipment including sprinklers, smoke detectors, heat sensors, fire exit signs, fire extinguishers, pull stations, hoses, alarm bells, Stopper II Devices, and any other safety equipment is necessary to safeguard residents. Activating, handling, using, covering, disengaging or otherwise interfering with any fire or safety equipment for any reason other than an emergency is prohibited and may result in eviction and be followed up by the Judicial Affairs Office or the Saanich Police Department whether such actions were intentional or not. Examples include but are not limited to discharging fire extinguishers, touching fire alarm pull-stations or fire hoses, hanging objects from sprinkler heads, or striking safety equipment with an object, et cetera.

Live or cut trees or branches (e.g. Christmas trees, wreaths) are not permitted in the Residence Complex.

Residents are required to evacuate buildings in the event of a fire alarm or other emergency. Failure to evacuate during these situations is prohibited.

Tampering with, forcing or disabling a Residence Complex building or room door’s closing or locking mechanism, or propping open a locked door and leaving it unattended, is prohibited. Copying keys or keycards issued by Residence Services is prohibited.

If the safety equipment is accidentally activated the resulting damage will be extensive and expensive for you. Never cover or disconnect the smoke or heat detector in your room. If it malfunctions immediately call Campus Security. If a smoke or heat detector is found disconnected or disabled (without permission), all the residents of that room or unit will be held responsible, at risk of Community Standards action, and will be assessed for reconnection or repair pursuant to Schedule A Section 6.4.

2.27 Signs

No signs (electric or otherwise), posters, banners or flags of any size may be hung outside, or around the Residence Complex, except with permission from Residence Life and Education staff.

2.28 Smoking and Incense

Smoking of tobacco or any other matter or substance which can be smoked is not permitted in Residence Complex buildings or on Residence Complex balconies and walkways; this includes the use of hookahs, vaporizers, shisha or any other smoking devices and the use of electronic cigarettes or similar vaporizing devices. Residence Complex rooms and all common areas, such as house or floor lounges, study rooms, laundry rooms, elevators, washrooms, cluster walkways, main floor foyers, stairwells and hallways are non-smoking areas. Smoking is prohibited outside of any designated smoking area on University-owned or leased property. The Lansdowne Quad is a non-smoking zone.

2.29 Theft

Theft or possession of another person’s property without permission is prohibited and may result in eviction, and/or referral to the Saanich Police Department.

2.30 Throwing or Falling Objects

Throwing, dropping, knocking or ejecting objects or litter from Residence Complex buildings, windows, cluster walkways, balconies or stairwells, whether intentionally or unintentionally, is prohibited and may result in eviction. For greater clarity, you must not place objects on windowsills close to any windows that open.
Throwing objects within or at Residence Complex buildings is prohibited.

2.31 Unauthorized Assignment

You alone, may occupy the Accommodation. This Contract and your Accommodation cannot be assigned, “sublet”, loaned or otherwise shared with another person without the prior written authorization of the University. Such authorization is exercised by the University in its absolute discretion and may be withheld and withdrawn for any reason. This is so even when money or other consideration is not exchanged. Unauthorized assignment, “subletting”, sharing or lending is a breach of this Contact and may result in your eviction and/or additional charges.

2.32 Unauthorized Key Possession, Use and /or Unauthorized Entry

Unauthorized possession or unauthorized use of Residence Complex keys, including unauthorized entry is prohibited and may result in eviction. The resident is not permitted to copy any key or keycard provided by Residence Services.

2.33 Vandalism

Any wilful, malicious, or negligent destruction of public or private property in or around the Residence Complex and/or failure to uphold reasonable standards of cleanliness is prohibited. Being present while vandalism occurs and failing to report such acts will be treated as vandalism. Any involvement in vandalism may result in eviction and/or forwarded to the Judicial Affairs Office and/or the Saanich Police Department.

2.34 Violence/Physical Aggression

Physical aggression, violence, to self or others and/or sexual assault are not tolerated in the Residence Complex.

- Physical aggression—Any physically aggressive or violent behaviour, such as self harm, fighting, hitting, punching, slapping, kicking, pushing, pulling, throwing objects at another, et cetera.
- Sexual assault—Any unwanted act of a sexual nature imposed by one person on another without consent, such as fondling or sexual intercourse.

Behaviours described in Sections 2.2, 2.7, and 2.8 may also be considered as violence and are not tolerated in residence.

Anyone engaging in physically aggressive behaviour or sexual assault may be evicted from residence, and may be referred to the Saanich Police Department and/or the Judicial Affairs Office for follow up under any University of Victoria policy concerning non-academic student misconduct and/or the Human Rights and Equity office.

2.35 Weapons

Possession of real or replica weapons in residence including firearms (including air guns), swords, hunting, throwing or sporting knives, sling shots, and archery equipment is prohibited. Wielding and or using any object in a threatening or aggressive manner may result in eviction and referral to the Office of Student Affairs and/or the Saanich Police Department.

Residents with sporting equipment that may be considered a weapon should contact Residence Services for permission.
Section 1: Residence Meal Plan

1.1 Mandatory Residence Meal Plan

Students who reside in dormitory residences (excluding apartments) are required to purchase a meal plan each term, referred to in this Contract as the “Residence Meal Plan”. The Residence Meal Plan is a declining balance meal plan, with residents choosing the items they wish to consume and paying for each. This Contract outlines the costs, options and the payment schedule for the Residence Meal Plan, rules applicable to it, and rules of conduct for the dining areas.

1.2 General Description of the Mandatory Residence Meal Plan

Accepting a placement in a dormitory residence is an automatic acceptance of a Residence Meal Plan account and an acceptance of all of the terms and conditions of the Residence Meal Plan. All costs and fees associated with the mandatory Residence Meal Plan are included in the Residence Fees paid to Residence Services upon acceptance of a room offer.

1.3 Terms and Conditions of the Residence Meal Plan

You will be issued a University of Victoria ONECard, which must be presented at the time of purchase and may be used for making purchases at University Food Services (UFS) locations. Your receipt will show your remaining balance. Residence Meal Plans cannot be redeemed for cash or applied as payment to any other UFS meal plan or ONECard account. Manage your ONECard like cash. Report your lost, stolen or destroyed ONECard to the ONECard Office or UFS Main Office. Replacement ONECards are available at the ONECard Office or the UFS Main Office for a $20 fee upon the presentation of proper photo identification. The value used between the time the ONECard is lost, stolen or destroyed and reporting of lost ONECard will not be replaced.

Use of the University of Victoria ONECard constitutes acceptance of these terms and conditions.

If your ONECard is unavailable to you all purchases must be made with an alternate form of payment. Note that you are responsible for all use made of your ONECard and for any indebtedness arising from such use. For this reason it is essential that you report a missing, lost, or stolen ONECard to the ONECard Office or the UFS Main Office. You may also change your card status to lost and check your ONECard balance on the ONECard website by signing into our secured portal using your Netlink ID or by visiting the ONECard Office or UFS Main Office.

1.4 UFS Residence Meal Plan Description

The Residence Meal Plan is a mandatory, tax exempt and non-refundable meal plan. $50 of the plan amount will be transferred into the Flex Fund account for use at the General Store, where Residence Meal Plan funds are not accepted due to CRA regulations. During the Summer Months, all dormitory students are automatically enrolled in the Standard Residence Meal Plan, which is designed for residents whom are on campus on alternate weekends and those with average appetites.

1.5 Residence Dollars

This declining balance amount is available for the following purposes:

- To purchase breakfast in the Cadboro Commons Complex. A 5% discount is applicable at this location, which is only open from 7:00 am – 10:30 am daily.
• To purchase food and non-alcoholic beverages at all UFS Retail Outlets with a 5% discount and tax exemption.
• Flex Funds can be used to make purchases at the General Store (inside Mystic Market) and all UFS locations, with a 5% discount and regular taxation. Residence Dollars are unable to be used at the General Store due to CRA Regulations.

1.6 Residence Meal Plan Additional Dollars

Additional Residence dollars can be added to any Residence Meal Plan at the UFS Main Office or the ONECard Office using Visa, M/C, Amex, Debit or Cash. Alternatively, funds may be added via our secure on-line web payment service using Visa, M/C or Amex. The “Add Funds” icon is located on the UFS website or the ONECard website. Funds may also be added at UFS locations using Debit, Credit or Cash.

1.7 Meal Service Schedules for Dormitory Residences

The schedule of first and last meal service dates is as follows:

Summer Term
First meal: Sunday April 30, 2017
Last meal: Breakfast on the day following the last scheduled exam

1.8 Remaining Residence Meal Plan Funds

The Residence Meal plan is non-refundable. At the end of the summer term in August, remaining Residence Meal Dollars will be automatically transferred into the Carry Forward account by September 20, 2017. This Carry Forward account allows you to continue spending your remaining money when you return to school, whether you live on or off campus. Carry Forward Funds are accepted at all UFS outlets, receive a 5% discount and are subject to regular taxation. Carry Forward Funds are non-refundable.

1.9 Cancelling Your Residence Meal Plan

Residents wishing to move out of dormitory residences must first obtain an authorized Resident Withdrawal Form from the Residence Services Office. Meal Plan refunds will only be processed with the authorized Resident Withdrawal Form and if the resident withdraws before August 1st. If the term is complete refunds will not be issued.

The Residence Meal Plan refund will be subject to a minimum 30 day charge and a pro-rated charge for the time the student lived in residence after the first 30 days.

There are no refunds or carryover privileges for residents who are required to withdraw from the University.

1.10 Transferring Room Types

Any resident transferring out of a dormitory residence will no longer be eligible for the Residence Meal Plan, section 1.11 will apply. Full-time students may be eligible for our optional Tax Exempt Meal Plan (refer to Section 2)

Section 2: Optional Tax Exempt Meal Plans

2.1 General Description of the Tax Exempt Meal Plan
Resident students who reside in non-dormitory residence such as cluster housing and apartments or students who live off-campus may elect to buy into the Tax Exempt Meal Plan. This declining balance plan can be used in any UFS location on campus with the exception of the General Store (in Mystic Market). This Plan is tax-exempt under the following conditions:

- Purchase is for a minimum of one calendar month.
- Based on a minimum of 10 meals per week.
- Participants must be students living off campus or in non-dormitory residence.
- Purchases receive a 5% discount at all UFS locations.
- Purchases cannot be made with this plan at the Village Market Convenience Store or at Mystic Market General Store due to CRA Regulations surrounding Tax Exempt Meal Plans.

2.2 Types of Tax Exempt Meal Plans:

Month to Month Plan (Calendar Month ONLY)

- Applicants have until the 3rd business day of the new calendar month to extend their plan.
- The balance will be transferred into the Carry Forward Account after the 3rd business day of the following calendar month by the UFS Main Office.

Term Plan

- Purchase for each term; September to December, January to April, May to August.
- At the end of each term, the balance will be automatically transferred into the Carry Forward Account after the 3rd business day of the new term by the UFS Main Office.

2.3 Terms and Conditions of the Tax Exempt Meal Plan

The Tax Exempt Meal Plan is non-refundable. Your University of Victoria ONECard must be presented at the time of purchase. Your receipt will show your remaining balance. Report your lost, stolen or destroyed ONECard to the ONECard Office or the UFS Main Office. Replacement cards are available at the ONECard Office or UFS Main Office for a $20.00 fee with proper photo identification. ONECards cannot be redeemed for cash or applied as payment to any other UFS meal plan account. Manage your ONECard like cash and keep in a secure location. The value used between the time the ONECard is lost, stolen or destroyed and reporting of lost ONECard will not be replaced. You may also change your card status to lost or check your ONECard balance on the ONECard or UFS website, at any UFS location or at the ONECard Office or UFS Main Office.

*Use of the University of Victoria ONECard constitutes acceptance of these terms and conditions.*

Section 3: Dining Room

3.1 Dining Room Rules and Conduct

In addition to the other rules regarding conduct set out elsewhere in this Contract, you are required to abide by the following dining room rules and conduct standards.

1) Trays, dishes and cutlery are not to be removed from the dining room. The loss of tableware and cutlery increases your costs, inconvenience, and the use of disposable dishes. Additionally the accumulation of dirty dishes in residence is not permitted.

2) A resident or their Guest(s) found responsible for any of the following may be subject to residence Community Standards follow-up; University follow-up; compensation to UFS, a fine, and/or referral to the police:

- Misuse of the UVic Residence Dining card (ONECard) or number;
• Removal of any product or dining room property from a UFS facility without payment;
• Consumption of a food item prior to payment; or
• Damage to UFS property or equipment.

3) All individuals must wear clean, appropriate clothing in the residence dining room (shirt, shorts, pants or skirt, and shoes). Muddy cleats and dirty athletic wear are not allowed.

4) Alcohol is not permitted in the Cadboro Commons complex during regular operating hours.

5) UFS staff may refuse to serve any individuals who use offensive language, appear to be under the influence of alcohol or illegal drugs, or who are acting in a threatening manner, and may ask those individuals to leave the dining room. If you are asked to leave the dining room, you will comply with such request. Please speak to Residence Life staff if you have any questions or concerns.

6) Use of roller blades, skateboards, et cetera, are prohibited in the dining room. Bicycles may not be brought into the dining room area. Please use the bike lock areas.

7) When engaging with UFS staff, please have the courtesy not to use any social media/electronic or leisure listening devices.

Section 4: Additional Information

4.1 Additional General Terms and Important Information

1) If you have any special dietary needs, including but not limited to those due to health or religious beliefs, you must contact UFS as much in advance of your arrival as possible, to provide the particulars of your needs. UFS will determine whether your needs can be met.

2) Your guest(s) are permitted to dine with you within the Cadboro Commons as long as you and your guests are in compliance with all of the provisions of the Residence Agreement that relate to guests (see, for example, Section 2.15 of Schedule C).

SCHEDULE D

Contact Information

If you have questions regarding this agreement contact:

Residence Services
University of Victoria
Craigdarroch Office Building
Parking Lot#5, Off Sinclair Road
Victoria BC  V8P 2Y2
Phone: 250-721-8395
Fax: 250-721-8930
E-mail: resadmin@uvic.ca
Website: http://www.uvic.ca/residence/index.php

If you have questions regarding meal plans contact:
Inquiries regarding additional furniture: resmaintenance@uvic.ca