



**University
of Victoria**

Residence Services

Summer Residence Contract 2023

For

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); the Residence Dining Facility; as well as the grounds around and between Residence Complex buildings.

Residents 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. You are responsible to read and understand this contract and to seek clarification if you do not understand parts of this contract. 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

This contract contains the following sections which are all important components of the overall agreement. When you accept this contract by providing an online signature and/or by having a parent or guardian complete the electronic signature for Residents under 19 you are agreeing to all terms and conditions

Schedule A – Confirmation of Agreement

This Schedule contains the confirmation of the agreement that is signed by residents under the age of 19 and their parent/guardian.

Schedule B - General Terms and Conditions

This section describes the requirements, procedures, and expectations of the parties to this contract. Important topics include qualifications to live in residence; how to move into and out of residence; conditions for contract termination; and what steps will be taken if and when a party does not follow the contract.

Schedule C - Residence Life and Education / Community Standards and Regulations

This Schedule of the Contract defines the standards of behaviour required of all residents and their guests while present on or about the Residence Complex and during all residence related events, even if the events occur off campus.

Every resident enjoys certain rights and responsibilities in residence. This section describes those rights and responsibilities, what you can do if your rights may have been violated, and what steps will be taken if your responsibilities are not being fulfilled. This section also details expectations for behaviour in residence related to specific topics

Schedule D - Student Meal Plans

Schedule E – Contact Information

It is important that you understand the terms of this contract before agreeing to it. Any questions about this contract should be directed to the addresses and phone numbers indicated in this section.

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Schedule A – Confirmation of Agreement

You have applied for and been assigned a room for the following term session:

Summer 2023

Your electronic signature and/or proxy agreement has been collected via the Housing Portal

By completing the Agreement page online, you and/or your Parent or Legal Guardian, acknowledge that you, the Resident, have read, understood and agree to be bound by the University of Victoria Summer Residence Contract 2023 (available at <http://www.uvic.ca/residence/current-residents/documents-policies/index.php>) which consists of the following parts (together this “Contract”), each of which will be construed as being an integral part of this Contract:

- Schedule A - Confirmation of Agreement
- Schedule B - General Terms and Conditions
- Schedule C - Residence Life and Education/ Community Standards and Regulations
- Schedule D - Student Meal Plans
- Schedule E - Contact Information

The University of Victoria will interact directly with the Resident in carrying out this Contract in accordance with its terms.

Schedule B: General Terms and Conditions

Preamble

This section includes definitions of common terms held in this contract, criteria for determining the eligibility of a student wanting to live in residence, and a description of the contract and the nature of the relationship between you and the University that this contract creates.

1.0 Definitions and Interpretation

- In this Contract:
- the Contract holder will be referred to as “you,” “your,” “resident,” or “residents,”;
- “Accommodation” refers to:
 - If you live in a dormitory bachelor or one bedroom apartment (“Dormitories”): your entire living space including common lounges, washrooms, hallways and laundry facilities;
 - 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 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” means all dormitory halls, Cluster Housing units and dormitory apartments located on the University campus (including bedrooms, common washrooms, lounges, study areas, hallways, laundry facilities, kitchens, storage areas, and external walkways and stairs between residence buildings); the Residence Dining

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Facility; and the grounds around and between Residence Complex buildings;

- “Residence Dining Facility” means the 600 seat dining hall located in New Building 1 in the Residence Complex;
- “Residence Fees” are the fees and deposits set out in Schedule B for use of Accommodation;
- “Residence Services” means the UVic Residence Services unit;
- “Residence Standards” are defined in Schedule C and are also referred to as “Community Standards”
- “Summer Term” means the academic term running from May through August;

“Move Out” or “Vacate” means removing all persons and personal possessions from your Accommodation and any bike or storage locker you have rented, and returning all keys to the Residence Services Front Desk.

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.

1.1 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 Residence Services (see Schedule B) 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:

<https://www.uvic.ca/universitysecretary/policies/>

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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.

1.2 Eligibility Criteria

To be eligible for housing in the summer term, you must be enrolled as a student while you live in residence; which means you are either:

- enrolled in at least 1.5 units for the duration of your stay, or
- registered for a co-op work term in the Greater Victoria area for the duration of your stay

The minimum stay (charge) in summer student housing is 30 nights.

1.3 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.

1.4 Binding Contract

This Contract is a legally binding agreement between you and the University. By submitting your electronic signature or having your parent or guardian complete the online Agreement Page for Residents under 19, 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 Schedule B 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.

1.5 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. Contract 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 Change will be effective one week from the date the notification was sent.

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Contract Changes may include restrictions, requirements or measures implemented during critical or emergency situations (i.e. pandemic, natural disasters, public state of emergency) to support the safety, health, and wellbeing of students and the residence community. Non-compliance with Contract Changes, including those containing restrictions, requirements or measures implemented during critical or emergency situations will be a violation of the Contract and could result in an immediate termination of your Contract depending on the nature of the violation.

Deposit

A \$250 refundable security deposit and a \$500 acceptance fee are required by the deadline indicated in your room assignment offer in order to accept a room assignment. This \$750 payment must be paid in the housing portal using a credit or debit card. This \$750 acceptance fee will be applied to the total balance due. Failure to pay the \$750 acceptance payment by the required deadline will result in the cancellation of your accommodation.

Balance of Fees

Full payment is due no later than 7 days prior to the scheduled arrival date. Please visit our website to find details about methods of payments.

Cancellation

- If you cancel **7 days or more** before the check-in date, a full refund is applicable.
- If you cancel **fewer than 7 days** before check-in, your \$500 acceptance fee is not refundable.
- Failure to show up on the arrival date will result in cancellation of the room and charges for 30 nights' accommodation.
- If you cancel **on or after your check-in date**:
 - 7 nights' stay will be charged after your notice of cancellation is received
 - We are required to charge you for at least 30 nights, even if you depart before then

Charges for Residence Fees 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, service fees, etc.):

- Post-dated cheques will not be accepted (for accepted methods of payment please see the Fees and Payments 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.

The University may take legal action or use collection agencies to recover unpaid accounts.

The Contract – What’s Included

2.0 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.

2.1 Rates and Payments

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 are required to change your Accommodation, you will be required to pay the fees stipulated for the new accommodation, and any other associated fees.

Registered Student - Cluster Room: \$34.83 per night - 30 consecutive nights minimum

Registered Student – Bachelor Apartment: \$34.98 per night – 30 consecutive nights minimum

Registered Student – One Bedroom Apartment: \$43.68 per night – 30 consecutive nights minimum

Registered Student – Two Bedroom Cluster Room: \$45.29 per night – 30 consecutive nights minimum

Your Accommodation

This section of the contract contains important information about your room (the accommodation), including assignment policy, rates and payments, arrival dates, and room furnishings (what is and is not included)

3.0 Assignment Policy

The University reserves the right to, without notice and at any time during the Contract term, assign/change roommates, change Accommodation assignments and/or 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 or building or to a different type of room or unit. If the University requires this change, you will be required to pay the fees stipulated for either your existing Accommodation or the new Accommodation, whichever is lower.

If you or your Guests have mobility or agility disabilities, you are nevertheless welcome to request and/or accept an assignment to a unit located above the ground floor. However, please note that elevators do break down occasionally, and may be out of order for an extended period. As a result inconveniences may occur for those who are unable to navigate stairs. The University will take action to

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repair any malfunctioning equipment promptly; however, it is not responsible for service disruptions which limit access to, or egress from, your Accommodation.

3.1 Insurance

The University recommends that you obtain a residential tenant insurance policy that provides coverage 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.

The University carries insurance for its own benefit. The University does not provide you with 3rd party liability or property insurance.

3.2 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.

Use of an unoccupied second space in double rooms by a person not assigned to that space by the University is considered to be unauthorized occupancy.

3.3 Room Condition and Inventory, and Housekeeping

Following check-in you have seven (7) days to complete a "room condition and inventory" form available online. This will create a record regarding the condition of your Accommodation (i.e.: any existing damage), and the condition of and/or any missing inventory items. Each room comes with a bed frame, mattress, mattress cover, desk, chair, desk lamp, wardrobe unit, wall shelves, pin board, window coverings, waste and recycling containers. After your departure, the room and common areas and their contents will be inspected. Any missing items, damage not documented on the "room condition and inventory" form or required cleaning will be assessed to you and/or deducted from any Residence Fee refund. Submission of the online "room condition and inventory" form is an integral part of any assessment/appeal consideration. If there is a question regarding responsibility for damages to the room or unit or furnishings, this record will be used in determining responsibility for the damages. Failure to complete the form may result in you being assessed for all damages and missing items.

Cluster Housing and Dormitory Apartments: The University provides vacuum cleaners and basic cleaning supplies (e.g. brooms, mop) for residents to clean their room and the unit. As with living in an

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apartment or rental suite, it is the responsibility of all roommates to ensure a unit is clean and liveable during their stay. When residents depart, they should ensure the unit is clean and ready to be occupied by others coming to live on campus.

Equipment malfunction does not excuse the cleaning requirements (see section B 3.9). Common area damage or unreasonable mess may result in shared assessments pursuant to Section B 6.2. Residence Services cleans carpets once per year or upon resident turnover.

3.4 Non-residence Furniture and Appliances

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 D 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.

If additional furniture is brought into Cluster Housing units or Residence Complex 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 B 6.2.

Residents are not permitted to remove any furniture or furnishings from Cluster Housing units. See Section C 8.2.

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).

Additional furniture or appliances needed for medical accommodation must be approved through the [Priority Consideration process](#).

3.5 Arrivals

You may check into residence after 3:00 pm at the Residence Services Office on your assigned Move-In Date.

3.6 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.

3.7 Room Entry

Residence Services Staff may enter your Accommodation to inspect for cleanliness and maintenance issues, and to carry out maintenance, from time to time. Residents will be given 24 hours notice of such

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inspections. Where possible, residents will be given 24 hours notice of room entry for planned maintenance projects.

Authorized personnel of the University may sometimes enter your Accommodation without prior notice. Instances where this might happen include but are not limited to:

- If there is reason to believe something in your room poses a fire hazard or other danger to the community
- If there is an emergency that requires immediate attention,
- If something in the room creates noise and interferes with others' ability to sleep or study (e.g. stereo or alarm clock).
- Other reasons of health, safety, or general community welfare, □
- To make repairs and deliveries to the room and room equipment, □
- To investigate possible breaches of this Contract.

Residence buildings, common rooms and areas within the Residence Complex (including exterior spaces) may be inspected from time to time during the year to ensure they are kept clean and safe. If residents fail to keep these areas clean, it may result in assessment and/or the possible relocation of you or other residents, and/or denial of a future residence offer.

3.8 Post Check-Out Room Inspections

Authorized university personnel may enter your accommodation without prior notice as outlined in Schedule B 3.7. In addition, Residence Services staff may enter a room that a resident has checked out of as soon as possible thereafter in order to perform a departure 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.

3.9 Repairs and Alterations

All repairs and alterations to accommodations and University supplied furniture or equipment will be carried out by the University. Residents are prohibited from repairing or altering the exterior or interior of their accommodation. Any required repairs to the building or University supplied equipment must be reported through the online [housing portal](#) or reported 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 or finish of the room or unit.

Amenities, Security and Maintenance

This Article contains various clauses that may come in to affect over the course of your time in residence. Examples include information about security, maintenance, and other services provided by the University,

4.0 Security

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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 your 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. If you let an unauthorized person into a Residence Complex building, you may be held responsible for that person's behaviour. Residents are not permitted to copy any key or key card provided by Residence Services.

4.1 Protection of Privacy

Residence Services is bound by the Freedom of Information and Protection of Privacy Act and the University of Victoria's Protection of Privacy Policy (<https://www.uvic.ca/universitysecretary/assets/docs/policies/GV0235.pdf>) ("Privacy Policy") with respect to Personal information about residents that is in its possession, and such information 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.

The University of Victoria may contact the designated emergency contact provided by the resident (and/or parents or guardians) in the event of an emergency or compelling circumstances affecting anyone's health or safety, in accordance with the university [Privacy Policy](#) and associated procedures

4.2 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 may 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. In some circumstances, 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.

The construction work for the new housing complex (Building 2) will be active Monday to Friday, and occasionally on weekends, throughout the summer months. Although the university will do everything possible to ensure that the construction process is as smooth as possible, it will bring some unavoidable disruption, noise and dust. There will be no compensation or reduction to your Residence Fees due to construction

4.3 Pest Treatment

Residents shall not allow conditions to exist in their 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 their Accommodation to Residence Services. In accordance with Section B 3.7, personnel authorized by the University may enter residents' Accommodation, without notice and, if necessary, without their presence, to inspect for

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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 B 3.0), 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 Bicycle Storage

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

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 (e.g. 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 once every two weeks to ensure it has not been tagged for removal. The University will 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.

4.5 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>

4.6 Delivery of Personal Property

The University will not accept personal property delivered to the Residence Complex prior to your arrival or after your departure. 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.

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Residence Services will not accept items to be held for pick-up by third party vendors. This includes outgoing courier deliveries, meal and food container returns et cetera. Students are required to coordinate all outgoing goods directly with the vendor.

4.7 Linen

All bedrooms are equipped with a bed frame and mattress:

- Cluster Housing (4 Bedroom Units) have a single extra-long bed and mattress (78" x 39" x 8") in each bedroom.
- Apartments have a single twin extra-long bed or double bed and mattress
- 2 bedroom cluster units have a queen bed and mattress in each bedroom.

Residence Services provides a mattress cover for each bed. Residents need to bring their own sheets (extra long for twin beds), blankets, pillow and a pillow slip.

4.8 Storage

There is limited storage space (including bicycle storage) available for residents' use outside their Accommodation. These spaces are available for a fee, on a first-come, first-served basis. These spaces are not available for furniture storage or licensable or fuel powered transportation. These spaces are only available to residents during the Term(s) they are living in the Residence Complex. Items must be moved out of storage spaces, and any keys returned, on your move-out date. These storage spaces are 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. 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.

For information on how to apply for a storage space, visit: <https://www.uvic.ca/residence/future-residents/moving-in/index.php>

4.10 Keys: Lost or Defaced Keys

Lost Keys must be reported to the Residence Services Office immediately. Residents will be charged for keys that are lost, defaced or not returned.

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 \$70
- Cluster Unit \$240
- Apartment \$70

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- Residence Exterior Building Key \$55

4.11 Lock-outs

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 they are an occupant of the locked room. The resident cannot authorize or send someone else to sign out a key on their behalf. The resident will have 30 minutes to unlock the room and return the lock-out key to the Residence Services Office. All lock-out instances will be recorded. Between May and August, three free lock-outs are allowed; for each additional lock-out \$20 will be charged to the resident's account.

If lock-out keys are not returned within 24 hours from when they are borrowed, a lock change will occur and all associated costs charged to the resident's account. If keys are left out of the area (e.g. 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 charged to the resident's account. See Section B 4.10

When a resident moves out of residence, they are responsible to return all keys to the Residence Services Office. Failure to return keys will result in a lock change and all associated costs will be charged to the resident's account.

Ending the Contract

This section of the contract contains clauses regarding ending the contract, including cancellations, termination by the University, moving out of residence (the Accommodation), and failure to depart residence.

5.0 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.

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Residence Fee refunds will be based on the refund and forfeiture policies outlined below.

- a) If your cancellation notice is received 7 days or more before your move-in date, a full refund is applicable.
- b) Within 7 days of your move-in date, residence cancellations will result in the forfeiture of the \$500 acceptance fee. 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 c);
- c) 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.

5.1 Termination of the Residence Contract after Move-In Date

You may cancel this Residence Agreement after the Move-In Date by completing and submitting the Online Withdrawal Application Form which can be found on the website 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 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 Services 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.
- The University may, in its sole discretion, apply the Security Deposit to residence fees or any other amounts owing under this Agreement, including charges for repairing damage, cleaning, or lock changes. The Security Deposit will be issued by Residence Services within 90 days of your move out date less any deductions made by the University.

5.2 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;

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- 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 B 3.0 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 C 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. *Residents who are evicted are normally given 14 calendar days to leave and remove their possessions from their Accommodation. This period may be extended or shortened at the Director of Residence Service's discretion.*

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 C, Section 1.3. If you are evicted from your Accommodation for this reason you 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 Residence Dining Facility (including all food outlets and meeting rooms within the building) and the grounds around and between Residence Complex buildings. Eviction from Accommodation also results in your ineligibility to the Residence Complex the following academic year.

5.3 Moving Out of Your Accommodation

Moving out means removing all persons and personal possessions, including waste and recycling, 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

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and/or 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.

5.4 Abandoned Accommodation and Personal Property

Your accommodation and/or personal property belonging to you or your guest may be deemed by the University to be abandoned when:

- your Residence Fees are unpaid after the date that they are due and personal property is substantially removed; 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). In addition, you will pay all the University's costs arising from the removal and/or disposal of you or your guest's personal property. You agree that the University will be under no obligation to store such belongings or to sell them or otherwise recover their value.

5.5 Overholding (Failure to depart)

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.

Miscellaneous

This section includes miscellaneous contract clauses regarding liabilities, damages, and other responsibilities and remedies available to the University.

6.0 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.

6.1 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 fulfill, 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 fulfillment of its obligations during that period and you shall not be entitled to any reduction in fees or

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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 but not limited to 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 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, or for any extraordinary cleaning. Upon receiving an assessment notice you will be required to choose one of these two options:

- pay the assessment 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 resacct@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 assignment of Accommodation or eviction from your Accommodation. The University may take legal action or use collection agencies to recover unpaid accounts.

6.3 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 (including but not limited to: restriction of meal plan, access to academic grades and records/transcripts, etc.) 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.

The University may take legal action or use collection agencies to recover unpaid accounts.

Schedule C - Residence Life and Education/Residence Standards and Regulations

Residence Life and Education

1.0 Statement of Rights and Accompanying Responsibilities of the Individual

UVic Residences may accommodate over 2500 residents in a communal living environment. 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. 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 expect clear standards of behaviour. You have the responsibility to know and ask questions if you do not understand a standard.
- You have the right to be safe here. You have the responsibility to conduct yourself in a way which doesn't endanger yourself and others.
- Every person in the community can expect consideration and respect 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.
- You have a right to live in an environment where the noise level is 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 enjoy your living space. You have the responsibility to allow others a reasonable level of conversation and social interaction during consideration hours as well as the responsibility to keep your own social interaction and conversation during these times at a reasonable level.
- 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 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 taking garbage to the garbage compound and not leaving dishes in lounges or common areas.
You have the right to a secure living space. You are also 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.
- 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

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the residence 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 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.

1.1 Roommates

All residents living in a share unit must complete activities and/or agreements related to living with roommates by prescribed deadlines. These will be supported by Residence Life and Education staff and are meant to 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 resident 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 Life and Education professional staff can offer assistance with this process. See Schedule E for contact information.

1.2 Residence Community Standards Overview

Residence Services has established a set of standards to 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, as well as public health orders, requirements for basic safety in high density living (e.g. Flames and Incense Schedule D s. 2.1); and the feedback of residents over the years. If you have a question or concern about any of the Community Standards or Regulations please ask one of the Residence Life and Education staff about it. We strongly encourage questions and discussion about standards and regulations over your violating a standard or regulation as a way of expressing your disagreement with it. Keep in mind that by signing the Contract you are bound by its terms, which include the Community Standards and Regulations.

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.

1.3 Residence Community Standards Process

A. Violations

When an alleged violation of the Residence Contract and/or 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 Neighbourhood Manager will determine an appropriate sanction. Residence Services may on occasion, refer an incident to a campus partner or contract a third party for the purpose of investigation of specific incidents.

Decisions about Contract violations are made using the balance of probabilities standard of proof. This means that the information collected concerning an incident must show that it is more likely than not that a Resident violated the Contract for them to found to be responsible for an incident.

B. Sanctions

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 Community Living Handbook](#).

Sanctions applied in one academic session are carried over into future academic sessions. The process to appeal the transfer of sanctions from one academic session to the next is outlined in the Residence Community Living Handbook.

C. Interim Eviction

Residents investigated for potential violations under the Residence Contract, the University's [Resolution of Non-Academic Misconduct Allegations Policy \(#AC1300\)](#), [Sexualized Violence Prevention & Response Policy \(#GV0245\)](#); or other University policies may be temporarily removed from residence or relocated pending the outcome of an investigation. In these circumstances, the resident may be required to find alternative accommodation off campus. During this interim removal the resident may not be permitted in the Residence Complex.

D. Appeals

Residents may appeal an imposed sanction using the procedures, and within the time limits, outlined below. These procedures are also included in the Residence Services Community Living 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 On Notice and/or On Probation sanctions to the Residence Life & Education Appeal Committee, consisting of the Associate Director, Residence Life and Education (or designate) and two additional Residence Services staff.

Process for the Appeals of On Notice and On Probation sanctions:

1. A resident may appeal the category and/or assigned sanctions on the following grounds:

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- 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; or
 - c. The severity of the sanction reasonably exceeds the nature of the misconduct.
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
3. Indicate their reason for entering an appeal (based on the requirements above)
4. Once the email has been received, Residence Services will contact the resident within five (5) University business days with a decision as to whether an appeal meeting will be scheduled.
5. If an appeal meeting is scheduled, the resident will be invited to discuss their case with the Residence Life & Education Appeal Committee.
 - a. The case will be considered in conjunction with other reports and information presented by Residence Life and Education staff or University staff.
6. A resident will be informed of the outcome of the appeal meeting within three (3) University business days.
7. The decision of the Residence Life & Education Appeal Committee 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:

- o Director of Residence Services (or designate)
- o Two resident representatives
- o 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 their 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.

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- b. That there is new information available potentially rendering the original decision unreasonable in light of new evidence presented.
 - c. The severity of an eviction sanction reasonably exceeds the nature of the misconduct.
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.

1.4 Referral of Investigation

As part of the greater University community, the Residence Contract and conduct process may be superseded by other University policies. Incidents that occur in residence may be beyond the scope of the Residence Contract and may require follow up outside of Residence Services.

In these circumstances, an incident and a resident's conduct file may be:

- Investigated under the University's 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 the University's Sexualized Violence Prevention and Response Policy (<https://www.uvic.ca/universitysecretary/assets/docs/policies/GV0245.pdf>), and/or
- Investigated under any other applicable [policy](#) of the University, and/or
- Referred to the University's Human Rights & Equity office, and/or
- Referred to Campus Security Services, the Saanich Police Department or other law enforcement agencies.

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You are expected to use reasonable foresight to choose actions that do not place the safety or wellbeing 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; eviction from Residence Complex; and/or other actions described in Section 1 above and the following sections.

The University will not accept ignorance, anger, alcohol, or substance use as an excuse, reason or rationale for violation. If you choose to be part of a group that is violating Residence Community Standards and regulations you may collectively and individually be held responsible for the violation. In addition, where applicable,

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violations of this agreement may be followed up with the Office of Student Life, Campus Security Services and/or the Saanich Police Department.

These standards have been developed in regards to the Rights and Responsibilities outlined in Schedule C 1.0. They are organized by their associated right/responsibility.

Safety

You have the right to be safe here. You have the responsibility to conduct yourself in a way which doesn't endanger yourself and others.

2.0 Dangerous Activity/Materials

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.

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.

2.1 Flames and Incense

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

2.2 Smoking and Vaporizers

Smoking or vaping of tobacco, cannabis, 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 is deemed to include: smoking cigarettes, cigarillos, and cigars; smoking using pipes, the use of hookahs, vaporizers, shisha or any other smoking devices and the use of electronic cigarettes or similar vaporizing devices. The Residence Complex, including 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 is a non-smoking area. Smoking and vaping violations may result in costs and/or sanctions up to and including eviction.

Smoking or vaping of tobacco or cannabis is restricted to specifically designated smoking areas. Please see the [Designated Smoking Areas map](#).

2.3 Safety/Security/Fire Equipment

Safety equipment including sprinklers, smoke detectors, heat sensors, fire exit signs, fire extinguishers, hoses, alarm bells, pull stations/covers, and any other safety equipment is necessary to safeguard residents. Activating,

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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 Office of Student Life 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.

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 B s.6.2.

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

You are required to follow the directions of university staff in case of a fire. All fire exits, stairwells and walkways must remain clear at all times to allow for fire egress.

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 key cards issued by Residence Services is prohibited. Residents are responsible to maintain the security of their unit or room by locking doors and windows.

2.4 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.

2.5 Violence/Physical Aggression/Sexualized Violence

Physical aggression, violence, to self or others and/or sexualized violence or sexually inappropriate behaviour are not tolerated in the Residence Complex.

The following definitions apply with respect to this section:

"Physical aggression" - Any physically aggressive or violent behaviour, such as attempting suicide, self harm, fighting, hitting, punching, slapping, kicking, pushing, pulling, throwing objects at another, et cetera.

"Sexualized violence" - as defined by the Sexualized Violence Prevention and Response Policy GV0245

Schedule C: Residence Life and Education/Residence Standards and Regulations

(<https://www.uvic.ca/universitysecretary/assets/docs/policies/GV0245.pdf>) is any non-consensual, unwanted actual, attempted, or threatened act or behaviour, that is carried out through sexual means or by targeting a person's sex, sexual identity or gender identity or expression. This act or behaviour may or may not involve physical contact. Sexualized violence includes all forms of sexual misconduct set out in the Sexual Violence and Misconduct Policy Act, including but not limited to:

Sexual assault; sexual exploitation; sexual harassment; stalking; indecent exposure; voyeurism; and or the distribution of sexually explicit photograph or video of a person to one or more persons other than the person in the photograph or video without the consent of the person in the photograph or video.

Sexualized violence can take place through any form or means of communication (e.g. online, social media, written, visual, through a third party, et cetera).

Behaviours described in Schedule C s. 2.0, 3.1, and 8.1 may also be considered as violence and are not tolerated in residence.

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

2.6 Weapons

Possession of real or replica weapons in residence including firearms, air guns, swords, hunting, paintball guns, 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 Life and/or the Saanich Police Department.

Residents with sporting equipment that may be considered a weapon should contact Residence Services for permission.

2.7 Cooking

See Schedule B s. 3.4 for information regarding permitted small appliances.

Residents must be in attendance at all times while preparing food in/on any cooking appliance, including microwaves, toasters, stoves et cetera.

Costs may result if the Fire Department is required to attend your room or unit due to the triggering of fire safety equipment related to cooking.

Barbecues are not permitted in the Residence Complex.

2.8 Prohibited Areas

Residents are not permitted access to unauthorized areas. This includes areas not normally used by persons other than staff including; Lansdowne 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 unassigned Cluster Housing rooms is also prohibited. All of the above behaviour may result in eviction and/or referral to the Saanich Police Department.

2.9 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.

Respect

Every person in the community can expect consideration and respect 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.

3.0 Inappropriate Behaviour

In addition to the other provisions Sections C: 2 – 8, any conduct which is inappropriate or disruptive to the residence community or the University, as determined by Residence Services Management, 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, and online activity or communication which is unwanted by the intended recipient or subject of the activity or communication.

3.1 Threat to Dignity and Security of an Individual

Activity (verbal, written, electronic, graphic, or 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.

3.2 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.

Consideration and Noise

You have a right to enjoy your living space. You have a right to live in an environment where the noise level is conducive to sleep and study.

You have the responsibility to allow others a reasonable level of conversation and social interaction during consideration hours as well as the responsibility to keep your own social interaction and conversation during these times at a reasonable level. 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).

4.0 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.

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, Bluetooth speakers, radios, televisions, musical instruments, computer equipment and telephones. Residence Services reserves the right to implement additional noise restrictions during the term of this contract.

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 accommodation.

4.1 Quiet Hours

The quiet hours are as follows:

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

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All times outside of quiet hours are deemed consideration hours. During consideration hours residents are expected to adhere to a reasonable and respectful level of conversation and visiting.

4.2 Exam Quiet Hours:

Exam quiet hours run for 22 hours a day with consideration hours running from 6 pm to 8 pm.

4.3 Guests or Visitors

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 Neighbourhood Manager. Residents who do not comply with these limits are in violation of Schedule B s. 3.2 of this Contract.

Residents sharing a Cluster Housing unit must have the permission of their roommate(s) or housemates prior to having a guest(s), with every visit. Residence Services reserves the right to implement additional guest restrictions during the term of this Contract.

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.

4.4 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, guests and noise. For further clarity please refer to Sections C 2.1, 4.0, 4.3, and 7.1.

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

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- A room or unit owner must be in attendance as the “host” of the function or social gathering, and must be immediately available, present and aware of the actions of their guests 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 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.
- The maximum number of persons that may occupy a space at a time is:
 - Cluster Unit – 16 persons
 - Single Room (in Dormitories or a Cluster Unit) – 4 persons
- The University may, in its discretion, further restrict the number of persons that may occupy any space, either indoor or outdoor, in the Residence Complex at any time in order to uphold Community Standards, or in response to any legal requirement or any direction, order or request from a governmental authority (including the Provincial Health Officer), including a direction, order or request to restrict the size of gatherings or to impose physical distancing requirements.
- No function or social gathering may be advertised or promoted (including the use of social media) without permission from a Neighbourhood Manager.
- 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 designated Quiet Hours.

A host may book a meeting with a Neighbourhood Manager 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.

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.

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

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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, sprinting, hover-boarding, et cetera, inside Residence Complex buildings.

Fairness and Support

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.

5.0 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 Life for Non-Academic Student Misconduct Policy follow-up.

Misleading or providing false identification to staff (as defined above) will be considered to be a failure to cooperate. Residents must identify themselves to University staff and Police when asked.

Cleanliness

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 taking garbage to the garbage compound and not leaving dishes in lounges or common areas.

6.0 Cleanliness Standards

Residents are expected to keep shared living areas, including common lounges, Cluster units, toilets and showers, 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 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. See Section B 3.3.

Residents are responsible for keeping the interior of their room (private space) reasonably clean such that its conditions do not interfere with others' right to a clean, healthy living space.

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

Schedule C: Residence Life and Education/Residence Standards and Regulations

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.

Personal Health

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.

7.0 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 dog or service dog (as defined in the *Guide Dog and Service Dog Act* of British Columbia) in their accommodation provided the resident provides such documentation acceptable to Residence Services to verify that guide dog or service dog is certified pursuant to the Guide Dog and Service Dog Act of British Columbia.

Residence Services will make those arrangements and accommodations that Residence Services deems to be reasonable and suitable for residents requiring a guide dog or service dog and those other residents that may be affected by the presence of guide dogs or service dogs. Accordingly, you must inform Residence Services about your or your designated roommate's requirement to reside with a guide dog or service dog and provide the information described above before the arrival of the guide dog or service dog at residence. Any guide dog or service dog 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 dog or service dog reside in your Accommodation, even temporarily, you must inform Residence Services providing the information described above before the arrival of the guide dog or service dog at residence.

Residents may request to live with an Emotional Support Animal (ESA) through the Priority Consideration Request (PCR) process. Please refer to the Priority Consideration Information on our [website](#) for full details on eligibility and application details.

7.1 Alcohol

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

Schedule C: Residence Life and Education/Residence Standards and Regulations

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 substance-free residence community 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 high risk drinking activity (e.g. shotgunning) and/or the use of a drinking apparatus (e.g. funnel and/or beer bong), 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 University follow up and discretionary conditions, and/or eviction from the Residence Complex.

7.2 Cannabis

Possession and consumption of cannabis, or cannabis products, by individuals less than 19 years of age in British Columbia is a violation of provincial law. Provincial cannabis 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. Residents who meet the criteria listed above and choose to consume cannabis must do so responsibly, and will be accountable for their actions. Cannabis consumption is not an excuse for disruptive or unacceptable behaviour.

The following definitions apply with respect to cannabis in residence:

“cannabis” has the same definition as in the federal statute “An Act respecting cannabis and to amend the Controlled Drugs and Substances Act, the Criminal Code and other Acts”.

“cannabis product” is any substance that contains cannabis including marijuana, seeds, hashish and their derivatives or any product (for example edible products, oil, lotions, tinctures) that contain cannabis.

“Cannabis equipment” means any equipment, paraphernalia or device used to prepare or consume cannabis products (for example bongs, vaporizers, scales, grinders, etc.).

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“Federal Law” means the Statute of Canada entitled “An Act respecting Cannabis and to amend the Controlled Drugs and Substances Act, the Criminal Code and other Acts” and any other Canadian federal legislation regulating cannabis here.

“Provincial Law” means any legislation of the Province of British Columbia regulating cannabis.

Where the provisions of this Contract are more restrictive than the Federal and Provincial laws or the general rules of the University of Victoria regarding cannabis, then the provisions of this Contract prevail. The following rules apply with respect to cannabis in residence.

1. Residents with a documented medical need for prescription cannabis, 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 Centre for Accessible Learning. Only non-combustible 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. Consuming or serving Cannabis or carrying unsealed Cannabis 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 other than the designated smoking areas.
3. The possession or cultivation of cannabis plants in your accommodation or elsewhere in the residence complex is prohibited.
4. Manufacturing of cannabis oil in a residence for the purpose of producing edibles for self or distribution is strictly prohibited.
5. Cannabis products must be stored:
 - a. in your private space in your bedroom. For example – they cannot be stored in a shared fridge, freezer or cupboard;
 - b. with labels clearly indicating they contain cannabis; and
 - c. sealed in a container such that any smell is undetectable outside of your residence room or, in a shared room, by your roommates.
6. Cannabis equipment must be stored:
 - a. in your private space in your bedroom. For example – it cannot be stored in a shared cupboard or closet;
 - b. sealed in a container such that any smell is undetectable outside of your residence room or, in a shared room, by your roommates; and
 - c. with labelling clearly indicating it is used to prepare or consume cannabis;
7. You are responsible to manage the odour or residual odour on your person or personal affects that may negatively impact others in the residence community. Residence Services expects that you will make

Schedule C: Residence Life and Education/Residence Standards and Regulations

every possible effort to conceal the detectable odour of cannabis anywhere within the residence complex.

Failure to adhere to the rules, regulations, policies and procedures of the University and Residence Services governing the use of Cannabis in the Residence Complex may result in a conduct status, sanctions, the imposition of discretionary conditions, and/or eviction from residence. In particular, failure to properly store or label a cannabis product or cannabis equipment leading to another person inadvertently consuming cannabis may result in eviction from residence.

7.3 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. 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. For greater certainty possession or distribution of cannabis contrary to the Cannabis Act (Canada) or the Cannabis Control and Licensing Act (BC) remains illegal. These activities may result in eviction and/or referral to the Office of Student Life, and/or the Saanich Police Department.

Security of Belongings

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.

8.0 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.

8.1 Damage to Property/Vandalism

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 B6.2. 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, doors and/or ceilings. 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 grocery/hardware stores.)

All Dorm and Cluster bedrooms have been provided with window coverings. Do not remove, replace, or alter the window coverings. Please report any concerns with your window coverings through the [online housing portal](#).

Schedule C: Residence Life and Education/Residence Standards and Regulations

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.

Any willful, 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, including littering. 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 Office of Student Life and/or the Saanich Police Department.

8.2 Removal of University Property

Removing furniture or property from dorm, apartment, cluster rooms, lounges and other common areas is not permitted. This includes moving furniture onto or into balconies, elevators, hallways, personal rooms/units, other lounges, et cetera. Taking university property out of a Residence Complex area is considered theft and may result in eviction and referral to the Saanich Police Department.

8.3 Signs

No signs (electric or otherwise), posters, banners or flags of any size may be hung outside or visible to the public, or around the Residence Complex, except with permission from Residence Services Management staff.

8.4 Throwing or Falling Objects

Throwing, dropping, pouring, knocking or ejecting objects from Residence Complex buildings, windows, cluster walkways, covered walkways, balconies or stairwells, whether intentionally or unintentionally, is prohibited and may result in eviction. It is your responsibility to ensure objects placed on windowsills close to any windows that open are secure.

Throwing objects within or at Residence Complex buildings is prohibited.

Schedule D: Student Meal Plan

Summer Meal Account | 10% Discount

UNIVERSITY FOOD SERVICES (UNFS)

From May 1 to August 31, 2023, there will not be a mandatory meal plan.

Food Services' offerings will be reduced and cannot guarantee they will be open for all meal times. For this reason the Summer Meal Account is voluntary with no minimum loads.

The voluntary **Summer Meal Account** is a flexible option for all students on campus between May 1 and August 31. **To apply**, email eat@uvic.ca or visit the UNFS office located in the Robert Carroll Building.

Once the Summer Meal Account has been added to your ONECard, funds can be loaded online, with Food Services' cashiers or at the ONECard office. When you make a purchase, that amount is deducted from your balance. Add money at your convenience and tap your ONECard at any UNFS location to receive the 10% discount.

All funds on the Summer Meal Plan are non-refundable. On August 31, any remaining, unused funds are automatically placed into a **Carry Forward Account**. These funds are accessible on your ONECard for future purchases from any University Food Services outlet and provide a 5% discount

Please refer to the [UNFS website](#) for more information about the Summer Meal Account.

Through the University's ONECard system you also have the option to purchase Flex Dollars that can be used at any location where the ONECard is accepted on campus. For more information on the University of Victoria's ONECard program, including locations, conditions and terms of use please visit us at: www.uvic.ca/onecard.

For more information on Food Services' hours and locations, menus and other important information, please visit the Food Services' website at: www.uvic.ca/services/food.

Schedule E: Contact Information

If you have questions regarding this contract agreement contact:

Residence Services
University of Victoria
Craigdarroch Office Building
Parking Lot#5, Off Sinclair Road
Victoria BC V8P 2Y2
Phone: 250-721-8395
Email: housing@uvic.ca
Website: <http://www.uvic.ca/residence/>

If you have questions regarding meal plans contact:

University Food Services
University of Victoria
Carroll (CA) Residence Bldg.
Parking Lot #5, Off Sinclair Road
Victoria BC | V8P 2Y2
Phone: 250-472-4777
Fax: 250-472-4785
Email: eat@uvic.ca
Website: <http://www.uvic.ca/services/food/>