SUMMER 2018 RESIDENCE CONTRACT

IMPORTANT Please Read

While the Student Residences Contract serves to identify the respective obligations and responsibilities of the resident and the University, its greater purpose is to ensure an acceptable living environment for all residents. The following sections describe the terms and conditions of the legally binding Contract between you and the University of Manitoba. Please read the Contract and carefully consider its conditions.

RESIDENT RIGHTS AND RESPONSIBILITIES

Residents are expected to conduct themselves in accordance with the Statement of Student Rights and Responsibilities. Membership in the University of Manitoba community, and in particular in the community of Arthur V. Mauro Residence, Mary Speechly Hall, Pembina Hall Residence, and University College Residence obligates each resident:

- to practice personal and academic integrity;
- to respect the dignity and individuality of all persons, including themselves;
- to respect the rights and property of others;
- to take responsibility for one’s own personal and academic commitments;
- to contribute to our community for fair, cooperative, and honest inquiry and learning;
- to respect and strive to learn from differences in people, ideas, and opinions; and
- to refrain from, and discourage, behaviours that threaten the freedom and respect that others deserve.

As an extension of the academic community, Student Residences serves the educational purpose of the University by providing an environment that is conducive to study and achievement. Beyond that function, however, Student Residences also encourages the development of a vital learning partnership between a resident and his/her neighbour, and between the residents and the University. All residents are expected to demonstrate an active commitment to the dynamics that sustain a healthy and vibrant intellectual community.

- Every resident has a right to be protected from actions that would infringe upon his or her intellectual growth, personal development, or individual liberty.
- Every resident has a responsibility to protect fellow residents and the residence community from the harmful effects of his or her actions.
- Violent, threatening, or disruptive behaviour will not be tolerated.
- A copy of the Disciplinary and Appeal Process in Residence is available to all residents at the Student Residences General Offices
SECTION 1: ADMINISTRATION AND CONTRACT TERMS

1.0 BINDING CONTRACT

By clicking “I agree” on the Online Contract page of the Student Residences application portal, you have accepted an offer from the University of Manitoba for accommodation in a student residence managed and operated by the department of Student Residences. By accepting this offer, you have confirmed that you agree to comply with the terms and conditions outlined in this Contract.

1.1 ELIGIBILITY

To be eligible for residence housing during the summer term, you must have an affiliation with the University of Manitoba as a student, faculty member, visiting guest, or employee. Students are permitted to live in residence for a maximum of four (4) years. Exceptions to this policy may be granted, but only with the expressed written consent from the Director or Associate Director of Student Residences.

In Manitoba the age of majority is 18 years of age, therefore students planning to live in Residence at the University of Manitoba who are under the age of 18 require the signature of a parent or legal guardian on application and contractual documents. Underage students and their parent/guardian are required to fill in a Residence Authorization for Minors form prior to move in, which states that both the student and the parent/guardian are aware of, and understand, the residence policies outlined in the Residence Contract including the discipline procedures as they relate to underage students (Section 5.4 – Appendix 5: Minors in Residence). This form becomes obsolete upon the student’s 18th birthday.

1.2 OCCUPANCY TERM DATES

Summer residence begins on May 1st and ends on August 15th, 2018.

Contracts are based on calendar months. Leases begin on the first day of each month and end on the last day of each month (excluding May and August).

Only students who have been accepted to live in residence for Fall 2018 will be eligible to stay the full month of August, and will be moved to their Fall 2018 room by September 1, 2018. Other summer residents will be charged for a half-month’s rent for the first two weeks of August, unless arriving after July 15th.

NOTE: In some cases, early start dates or late end dates are granted. In these instances, additional charges above the standard room rate may apply.

1.3 RESIDENCE SERVICE INTERRUPTIONS

The University of Manitoba campus closes on May 21, July 2, and August 6, 2018.

While basic services and utilities remain available, most regular services, including, but not limited to food service, are not available during this time. During the weekends, the University remains open, but most Food Service locations are closed throughout this period.
1.4 RESIDENCE FEES

By entering this Contract, you hereby agree to pay the residence fees for your first month accompanied by your Summer Residence Application. **Subsequent payments are due on or before the first (1st) day of each month.** Please note: meal plans are not included in the summer contract.

For U of M students: Residence charges, including monthly lease payments and miscellaneous charge items will appear on a student’s Aurora account and are due on the first day of each month of occupancy, regardless of summer enrolment status or posted summer tuition fee deadlines. Fees must be paid in accordance with Financial Services’ payment options. For more information on payment options, please see: [http://umanitoba.ca/admin/financial_services/revcap/payment.html](http://umanitoba.ca/admin/financial_services/revcap/payment.html).

ICM or other summer guests must pay residence fees in-person at the Arthur V. Mauro Residence Office.

All students and guests are permitted to pay summer residence fees by VISA or MasterCard, however these payments can only be made to the Student Residences department directly at the Arthur V. Mauro Residence Office. The Cashier’s Office will not accept credit card payments.

If payments cannot be made in person, we also accept VISA and MASTERCARD over the phone or mailed cheques and money orders. All cheques are made payable to the University of Manitoba. We do not accept postdated cheques.

If you choose, or are required to change your residence accommodation after you move in and the room rate increases, you are required to pay that difference at the time you receive your new keys.

Failure to pay your residence fees in full on or before payment deadlines will result in the following actions:

- Residents with an outstanding balance will be assessed a $50.00 late fee charge. U of M students will be also be placed on “Hold” on their Aurora account.

- Residents who have an outstanding balance of $350.00 or more after the payment deadline will be issued a warning letter of an impending lock change. This letter will state that full payment of the account balance is required. If this condition is not met, a lock change will occur (at the resident’s expense) exactly one week after the letter is issued and will lead to a forfeiture of your residence accommodation.

1.5 CANCELLATION OF RESIDENCE CONTRACT: PRIOR TO MOVING IN

As contracts are based on calendar months (i.e., May, June, July - without pro-rated amounts), written notice of cancellation of this contract must be received no less than 30 days prior to your original requested arrival date. This can be sent by standard mail or email. In this case, you will be eligible to receive the refund of your down-payment (first month’s rent). Failure to do so will result in the forfeiture (loss of) one month’s fees. No-shows will be charged the fee for one month.

1.6 WITHDRAWAL FROM RESIDENCE: AFTER MOVING IN
If, after you move into residence, you wish to move out earlier than your original requested check out date, written notice must be submitted, in writing, at least one calendar month in advance (e.g., if you are planning to move out on June 30th, your notice must be submitted no later than June 1st). Failure to submit proper notice will result in a late fee of $150.

1.7 ROOM SELECTION AND RE-ASSIGNMENT

The University will not restrict a resident’s room or building selection on the basis of race, colour, national origin, or ancestry. We cannot guarantee that all residents will be assigned to the room type they request online and the Director of Student Residences reserves the right to change any or all room selections at his/her discretion. If you are a current student living in residence you may be relocated to a new room for the summer term, depending on availability and room type request.

The University reserves the right to reassign residents to different buildings or rooms in the residence system after move in or to terminate this agreement if such re-assignment or termination is advisable in the interests of health, safety, wellbeing of occupants and/or the residence community, discipline, maximization of resources or the administration of its residence program. In the case of re-assignment, the resident will be required to pay the residence fees stipulated for the new accommodation. Room changes are explained in Section 2.20.

1.8 RESERVATIONS AND DOWN PAYMENT

The down payment for the summer lease period is the first month’s rent. Receipt of down payment is required no later than ten (10) days after the initiation of the on-line application process. Please note that if the department of Student Residences fails to receive the down-payment by the due date, your application will be cancelled immediately.

1.9 STORAGE

Summer residents may store up to four items of reasonable size (i.e., up to 5 cubic feet per item) during the summer session at no charge. However, we cannot store refrigerators or furniture.

If you leave residence during the summer term but are planning to return to residence for the fall term, you may store these items over the summer according to the following fee schedule:

- Small storage space (approx. 4 ft. x 5 ft. x 2 ft.): $60.00
- Large storage space (approx. 4 ft. x 5 ft. x 8 ft.): $100.00

These fees will not be prorated for portions of the summer period. Only students with an active application for the subsequent fall term may utilize this service.

Storage must be retrieved by the end of September unless other arrangements have been made with the Student Residences office. This applies to residents who have not paid for summer storage, or to those who have paid, but do not live in residence in the fall. After these dates, the office will dispose of or donate all stored belongings. The University is not responsible for any property accepted into storage (see Section 2.13).

Bicycles: Bicycles are to be parked in the bicycle racks provided outside the residence buildings, and are not to be stored in residence rooms, stairwells or common areas. Students are responsible for providing
their own lock when parking their bicycle. Student Residences is not responsible for stolen or damaged bicycles.

1.10 VACATING AND ABANDONED PROPERTY

Vacating your residence accommodation means removing all persons and personal possessions (including debris) from the room and leaving the room in the same (or better) condition in which it was provided to you. If you fail to provide a vacant room as required, you will be responsible for all associated costs incurred to clean the room and collect/store personal items left behind. **All items left behind will be forfeited and either discarded or donated to charity.**

1.11 UNAUTHORIZED OCCUPANCY

This Contract and your accommodation cannot, under any circumstances, be assigned, “sublet,” lent out, or otherwise to any person other than you. Unauthorized assignments will be considered a breach of the Contract and will result in the eviction of you and the other person(s) occupying the room. If you wish to withdraw from residence, you must consult with the Student Residences administration office first.

If you are temporarily or permanently alone in a room or suite with more than one bed space (AVM suite or a double room in MSH or UCR), the second room / bed space is not to be utilized in any way before the arrival of the other occupant(s). Any sign of usage in an unassigned room /bed space may result in additional cleaning charges to the original occupant(s).

1.12 CLEANING AND MAINTENANCE

Residents are responsible for ensuring that their rooms and furniture are kept in good repair. This includes keeping rooms in a neat and sanitary condition. Excessive waste and clutter that would violate fire safety regulations is not permitted. Rooms must be kept in a sanitary condition in order to provide healthy living conditions. Excessive waste that attracts animals, or insects is not permitted. Vacuum cleaners can be requested from the Student Residences offices. The shared areas of residence (hallways, lounges, and public areas) are considered to be the joint responsibility of all residents. Each resident is expected to do his or her share to keep these areas neat and tidy for residents and their visitors.

Maintenance problems should be reported through the residence application portal. By submitting a maintenance request online the resident provides consent for residence and/or other necessary university staff to enter the room to complete the required maintenance/repairs during regular office hours.

1.13 DAMAGES AND CLEANING COSTS

Residents will be expected to assume all or a portion of the cost of damages caused accidentally by themselves or their guests.

- Individual residents will be expected to make restitution where they (or their guest(s)) are found responsible for either a) any damage or loss of property to the residence hall, or b) any unnecessary service costs in the operation of the residence hall.
• Where damage has been caused to areas of the residence hall used in common by the residents, all residents shall assume collective responsibility for the damage, unless individual responsibility can be established.

• Residents will be assessed the cost of any damages caused during their period of occupancy. In Arthur V. Mauro Residence, both residents will be assessed charges for damage or additional cleaning to shared areas in their suite.

• Residents leaving their room in a condition other than that in which it was found will be assessed a minimum $50.00 cleaning fee and may result in ineligibility for future terms.

• Damage and excessive cleaning costs will be added to your account immediately after the move-out room inspection.

1.14 PROTECTION OF PRIVACY

Personal resident information collected and possessed by the department of Student Residences will not be released to persons outside the University administration, including parents, without written consent from the resident or resident applicant. However, by entering this Contract, the University reserves the right to contact your parent(s), guardian(s) or emergency contact in the event of an emergency situation as determined by the discretion of the department’s administrative and residence life staff.

PLEASE NOTE: Students under the age of 18 and their parent/guardian(s) must sign a Residence Authorization for Minors form granting Student Residences permission to contact the student’s parent/guardian(s) regarding all residence matters (not just in the case of emergencies). This form becomes obsolete upon the student’s 18th birthday. For additional information see Section 5.4 - Appendix 5: Minors in Residence.

1.15 UNFORSEEN CIRCUMSTANCES

The University, insomuch as it is within its control, will provide accommodation pursuant to the terms and conditions of this Contract. However, there may be events beyond the control of the University that affect the University’s ability to provide services and accommodation, notwithstanding our commitments under the Student Residences Contract. These events would include devastation to all or parts of the premises, like fire or flooding, unforeseen delays in construction or renovations, a union strike, or medical epidemic. In these typically rare situations, the University will reassign the resident to another room or residence. If no other room or residence is available, the University will provide a pro-rated refund of residence fees for the unexpired term. Except as specifically provided herein, the University will not be liable for damages or losses or for its inability to provide the contracted services and accommodation.

SECTION 2: COMMUNITY STANDARDS GUIDELINES

Because residence is a diverse community of distinct individuals from many different backgrounds, we need to have an agreement outlining the type of behaviour that is appropriate and the type of behaviour that is not acceptable.

Therefore, in order to maintain a comfortable living environment and to protect individual rights within the residence, we have developed a set of guidelines to ensure that Community Standards are met.
Residents are expected to use reasonable foresight to choose actions that do not place the safety or well-being of themselves or others at risk. These standards and regulations are an important part of this Contract.

Violations, or actions that contribute to or facilitate the violation, of any of the following regulations are a breach of this Contract. The University will not accept ignorance, anger, alcohol or substance use as an excuse, reason, or rationale for violating Residence Community Standards. The University will not accept ignorance, anger, alcohol or substance use as an excuse, reason, or rationale for violating Residence Community Standards.

The rules fall into two classes: a) policies that govern the way we treat each other and b) policies that govern the way we treat property. Basically, our Community Standards operate on the following principle: Each resident has a responsibility to respect the rights of themselves, others, and the community.

RULES PROTECTING PEOPLE:

- If an action works for one person, but hurts everyone else or infringes upon the rights of others, disciplinary action may result.
- Similarly, if a group—even a majority of residents—behaves in a way that threatens, harms, or diminishes an individual (including harassment or hazing), disciplinary action may result.
- We expect each resident to demonstrate tolerance, consideration, and concern for his or her fellow residents. If somebody is likely to suffer physical, emotional, or material harm as a result of something you plan to do, it is not appropriate.

RULES PROTECTING PROPERTY:

- Like most communities, Student Residences recognizes that we need rules to protect both common property and private property.
- The cost of willful or negligent damage will be assigned to those who are responsible.
- Theft, vandalism, littering, and misuse or misappropriation of University property threaten the general well-being of the community and may constitute grounds for expulsion

COMPLIANCE WITH LAWS, ETC.

Student Residences and all residents must abide by all federal, provincial, and local government laws, regulations, and bylaws, as well as rules, regulations, policies and procedures, including, but not limited to, those issued by the University.

2.0 ADVERTISING

- Door-to-door selling or soliciting is prohibited in residence halls.
- All posters must be approved and stamped. Posters are approved and reviewed by the Director or an Associate Director of Student Residences.
- Posters must be put on a bulletin board, unless given permission to do otherwise.
- Under NO circumstances are posters or flyers to be distributed to residents under their doors or in their mailboxes without permission from the Director or an Associate Director.
- Advertising will NOT be accepted for liquor functions held off campus.
Advertising for a non-university, community-oriented event off campus will be accepted if there is no liquor advertised and no admission is charged.

Poster content and images CANNOT be offensive in nature. While this is at the discretion of the Director or an Associate Director, examples would include content or images that are considered lewd, sexist, racist, sexually provocative, etc.

Advertising that contravenes the University of Manitoba Commercial Advertising Policy will NOT be accepted.

2.1 ALCOHOL

The University works diligently to uphold and enforce federal, provincial, and municipal laws. This includes, but is not limited to: Residence Alcohol Community Standards (see Section 5) the University of Manitoba Campus Alcohol Policy, and the Manitoba Liquor Control regulations, Residents may receive a minimum of $50.00 fine for a first-time offence under this section.

In the province of Manitoba, individuals who are eighteen (18) years of age or older are permitted to consume alcohol, however, consumption of alcohol in residence is allowed in accordance of the guidelines established in this contract. Residents who choose to consume alcohol are expected to do so in a responsible manner and in accordance with the following regulations (Refer to Residence Alcohol Community Standards for the full policy, Section 5):

- **Alcohol-Free Areas**: Alcohol may not be consumed in public spaces including, but not limited to, hallways/corridors, stairwells, elevators, lobbies, specified study areas, patios, and/or laundry rooms. Residents, including their guests, are not permitted to possess and/or consume alcohol in the designated alcohol-free areas.
- **Brewing & Distilling**: The brewing and/or distilling of alcohol in residence is strictly prohibited. Home brewing or wine making equipment is prohibited on Residence Property.
- **“Common source” alcohol is prohibited**: Possession and/or consumption of “common source” alcohol: e.g., kegs, growlers, “bubbas,” Jell-O shooters, Texas mickeys, or other large containers of alcohol (defined as 14oz of beer/60oz hard liquor/1.5L of wine).
- **Consumption of Alcohol**: Drinking and/or carrying open liquor is permitted only within the resident’s room and lounges, unless otherwise directed by the Residence Office.
- **“Drinking games” are prohibited**: Participating in “drinking games” (i.e., any activity involving skill, chance, or endurance on the part of one or more persons who play according to a set of rules which consist solely or partially on the consumption of alcohol, usually as a penalty for making mistakes, which includes, but is not limited to: cards, flip cup, beer pong, shotgunning, century club, and funneling) is not permitted. The University reserves the right to confiscate alcohol-related paraphernalia (e.g., funnels) deemed to be associated with mass consumption of alcohol or its promotion in residence.
- **Lounges/Common Rooms**: Must be booked with the Director, Associate Director, or Residence Life Coordinators. When alcohol is being consumed, bookings must be completed 24 hours before any gathering, party, or social event of 15 or more people.
- **Over-consumption of alcohol is prohibited**: Consuming alcohol to the point of extreme intoxication, to the point where a student becomes a burden on staff or friends, or is a danger to him or herself and/or community, is prohibited.
- **Student Room Capacity**: Must not exceed more than 10 people at any time when alcohol is being consumed. All requests for more than 10 people in a room will be reviewed by the Director, Associate Director, or Residence Life Coordinators. Bookings must be completed 24 hours in advance.
Transport of Alcohol: Alcohol may only be transported in a closed container. Alcohol being carried in a glass container must be placed in a bag (e.g., a grocery bag). Alcohol that is defined as closed should be able to be tipped upside-down (the blizzard rule).

2.2 CANDLES/INCENSE

Use of candles, incense and/or wax warmers in residence is not permitted either in common spaces or private rooms. Residents will receive a minimum $50.00 fine for a first-time offence.

2.3 CANNABIS/MARIJUANA

The federal government has announced an intention to proclaim legislation by July 1, 2018, that will legalize the limited use, possession, and sale of Cannabis in Canada. The Government of Manitoba, in anticipation of this legislation, has passed amendments to various provincial legislation under Bill 25, The Cannabis Harm Prevention Act, which received royal assent on June 2, 2017, and was proclaimed into law on December 1, 2017. The legal age for use, possession and sale of cannabis in Manitoba is 19 years or older.

All residents should familiarize themselves with new Provincial and Federal laws on cannabis and will be expected to uphold these laws while in residence at all times. Disciplinary sanctions and fines will be levied to those who contravene these laws. Residents will receive a minimum $50.00 fine for a first-time offence.

Please click here for more information on legal facts about cannabis. The following summarizes the cannabis use policy in Student Residences:

Possession: Residents may possess up to the legal limit of 30 grams of legal dried cannabis or equivalent in non-dried form.

Consumption – Smoking: As per the University Clean Air Policy, smoking of cannabis is not permitted inside University buildings and facilities, including residences*. Smoking is only permitted outside at least 8 m (25 ft.) from entrance doors. Smoking will not be permitted in the AVM courtyard, the MSH kitchen patio or near air intake ducts outside of residence buildings.

Consumption – Edibles (Pre-made): Permitted but note that these items are not legally available for purchase until legislation has passed regulating rules for production and sales.

Preparing and Cooking of Cannabis Products: Not permitted in residence.

Plants/growing: Not permitted in residence.

*Note: Delayed response in opening your door and/or attempts to remove or mask the smell of smoking marijuana indoors will raise further suspicion of smoking indoors and increase the severity of the sanction levied.

2.4 COMBUSTIBLE FUELS AND EXPLOSIVE MATERIALS (INCLUDING PROPANE TANKS)

Using and/or storing propane tanks (either empty or full) indoors, or any appliance requiring combustible fuel (including fondue sets) is not permitted in any residence hall. Only barbeques provided
by the University can be used on residence property. Possession of explosive or flammable material including, but not limited to firecrackers, fireworks, dynamite, gasoline, sparklers or other such materials, is not permitted on residence property.

2.5 COOKING AND RESIDENCE COMMUNITY KITCHEN

Cooking devices that are open-coil, open flame, gas-based or are for the purpose of deep-frying foods are strictly prohibited in all residence buildings. This includes all types of hot plates. As per the university’s fire inspector induction hot plates are not allowed in residence due to lack of proper ventilation. Some acceptable types of cooking appliances are microwaves, and electric fry tops etc. Appliances with an enclosed heat source (e.g., toaster, toaster oven, slow cooker, rice cooker) are permitted in common kitchen areas only. These appliances are not permitted for in-room use under any circumstances. In Arthur Mauro, appliances with an enclosed heat source may be used in kitchenettes only.

Small fridges and CSA approved kettles that include automatic shut-offs are the only cooking appliances permitted in dormitory rooms, and must be plugged into the wall directly. Regular “extension cords” are prohibited for use with in-room cooking appliances.

Students following the guidelines above may only use appliances that they know how to work, and should never leave cooking unattended. Damages resulting from cooking (including but not limited to oil splatters and fire alarms) will be charged back to the student(s) responsible.

The use of unauthorized cooking equipment endangers the entire residence community by creating the risk of a fire event in the building. Residents found to be using unauthorized or damaged cooking equipment (hot plates, deep fryers etc.) will be subject to disciplinary action, including a written warning, disciplinary fines, immediate confiscation of the equipment by Residence Life Staff or immediate eviction from residence.

Residence Community Kitchen: Each residence has a public kitchen space for resident use. Students using this space are responsible to clean up after themselves. Use of these kitchens is a privilege and a collective responsibility to keep clean. If residents do not follow the Community Kitchen rules and responsibilities as outlined below, it could result in disciplinary action, including restricted access to community kitchen space, disciplinary fines or eviction from residence.

Kitchen Facilities

Residents using the kitchen facilities are responsible for:

- Providing their own cleaning supplies.
- Washing any dishes immediately after use. Any dishes left abandoned are subject to removal.
- Cleaning up any spills on the counter, table, floor or stovetop.
- Cleaning out the microwave after each use.
- Disposing or recycling any garbage, containers or food scraps left behind.

Residents are prohibited from:

- Leaving cooking unattended on the stovetop or in the oven. Any food product that is found unattended will be discarded by Residence Life Staff.
• Discarding any food waste or oil down the sink. All waste must be discarded or recycled in the appropriate bins.

Kitchen Lockers

• Personal items (dishes, utensils, food containers, non-perishable food items) can only be kept in the designated lockers or in the resident's room.
• Residents are responsible for providing their own lock (MSH kitchen). Residents can request a key from the main office (AVM kitchen).
• If a locker is kept in an unsanitary condition, Residence Life Staff will intervene by removing the lock (if present) and discarding the contents of the locker.
• Student Residences is not responsible for any lost or stolen property for items stored in the kitchen lockers.

Community Fridges:

• Items kept in public fridges must be labeled with the owner's name, the date it went in the fridge, and stored in a sanitary way. **Staff will discard food that is not labeled or stored improperly.**
• All food must be stored in an airtight and leak-proof container.
• If a food hazard or contamination is present in the community fridge, the fridge will be subject to cleaning. Any items found to be contaminated will be discarded.

2.6 DOORS

Propping open entrance, exit, or fire doors puts all members of the community at risk and is, therefore, prohibited. It is also prohibited to take any action that impedes the ability to open any door in a public area that should be accessible, nor is one permitted to prevent another person from exiting his or her own room.

2.7 FIRE SAFETY

Evacuation Policy: When a fire alarm sounds, all occupants of the building must evacuate via the CLOSEST emergency exit, and meet at the designated muster point for their building. Residents must not use the elevators during a fire alarm or re-enter the building until the alarm is off or the fire department indicates it is safe to do so.

<table>
<thead>
<tr>
<th>Residence Building</th>
<th>Muster Point</th>
<th>Winter or Inclement Weather</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arthur V. Mauro</td>
<td>F Lot</td>
<td>Engineering Atrium</td>
</tr>
<tr>
<td>Mary Speechly Hall</td>
<td>D Lot</td>
<td>Pembina Hall Proper (outside Student Lounge)</td>
</tr>
<tr>
<td>Pembina Hall Residence</td>
<td>D Lot</td>
<td>Pembina Hall Proper (outside Student Lounge)</td>
</tr>
<tr>
<td>University College Residence</td>
<td>B Lot (near portables)</td>
<td>Dayside</td>
</tr>
</tbody>
</table>
Failure to comply with the fire evacuation policy will result in a minimum $50.00 fine. Anyone responsible for pulling the fire alarm without a reasonable threat of fire will be fined a minimum of $200.00, in addition to other disciplinary actions.

**Fire Alarm Testing:** Pulsating fire alarm bells/horns within the first two weeks of each month indicate legislated fire alarm testing by Physical Plant and do not require evacuation. It is important to note that if a true fire alarm happens to coincide with fire alarm testing, fire bells/horns will stop pulsing and will ring continuously, thereby indicating that you must exit the building and follow established evacuation procedures. For a schedule of which buildings will be tested when – please visit the Physical Plant website at [http://umanitoba.ca/campus/physical_plant/977.html](http://umanitoba.ca/campus/physical_plant/977.html)

**Fire Equipment:** Tampering with fire equipment (including but not limited to; smoke detectors, sprinkler heads, fire hoses and fire extinguishers) will result in a minimum $150 fine. **Falsely activating a fire alarm is an indictable offense under the Criminal Code of Canada and will result in eviction from residence.**

**Fire Exits:** Fire exits and stairwells must be kept clear at all times.

### 2.8 FURNITURE, ROOM DECORATION, AND LOFTING

All residence rooms and suites are furnished. Residents are permitted to bring in smaller items such as a standard bar fridge, bookshelves, posters, plants, additional lighting. However, residents are prohibited from (but not limited to):

- setting up bed lofts;
- bringing large items: full-sized refrigerators, mattresses, etc.;
- mounting any poster on the outside of their room door or facing the outside on the window of the room that is sexist, racist, or otherwise offensive (as determined by the Residence Life Staff);
- removing, moving, or altering assigned furniture;
- bringing common area furniture or fixtures into their rooms;
- damaging walls or paint; nor
- using electrical appliances with exposed wires (must have original factory casement or replacement casement).  
- in Pembina Hall Residence, students are prohibited from putting anything directly on their windows.

### 2.9 GUEST POLICY

Residents are expected to assume responsibility for the actions of their guests and will be held accountable for a guest’s violation of Community Standards. Anyone who is invited to, accompanied on, accepted, or admitted to residence property (which includes but is not limited to all residence buildings and surrounding grounds) is deemed to be a guest of that resident. Rooms are contracted to residents for their private use only.

**Arrival and Movement of Guests:** residents must meet their guests at the front entrance of their residence building (rather than guests inappropriately entering and wandering through residence). Residents must accompany their guests at all times during their visit.
Guests Length of Stay: each resident is allowed to have a maximum of one overnight guest, for no longer than two consecutive nights and for a total of seven nights over the summer term. It is the responsibility of the resident to get the consent of his/her roommate when appropriate, while also signing the guest in/out upon arrival/departure with the Resident Advisor/Security. Having guests is a privilege and therefore can be taken away with the failure to comply with the Residence Contract policies.

2.10 HARASSMENT

Harassment is defined as inappropriate comments or conduct in relation to a person or group of persons that has the effect or purpose of creating a hostile or intimidating living, working, or educational environment. This includes, but is not limited to, sexual harassment, bullying, hazing, and racial slurs. Harassment encompasses any attention or conduct by an individual or group who knows, or ought reasonably to know, that such attention or conduct is unwelcome, unwanted, offensive, or intimidating—this includes online conduct in social media, including but not limited to: Facebook, Twitter, email, Instagram, etc. Harassment based on a person’s race, culture, creed, sexual orientation, gender, age, abilities, or appearance will not be tolerated. Please refer to the University’s Respectful Workplace and Learning Environment Policy, Inappropriate or Disruptive Student Behaviour Policy, and Violent or Threatening Behaviour Policy for additional details.

2.11 HOOKAH/SHISHA PIPE

Use of a Hookah/Shisha pipe is not allowed in residence. Possession of a Hookah/Shisha pipe will result in a violation of Community Standards and will result in a minimum $50.00 fine.

2.12 INSURANCE

While the University makes every effort to ensure the safety and security of all residents and their belongings, it cannot be responsible for personal effects. Residents are advised to carry All-Perils Insurance Coverage for their belongings. Check with your (or your parents’) homeowners’ policy to see if it extends to cover absences while at school.

2.13 KEYS

Upon payment of all fees owing, each resident is issued a set of keys. These include an entrance key, a room key, and a mailbox key. In the event that a key is lost, the cost of replacement will be assessed against the resident’s account.

The cost for key cards or fobs is $20.00 plus tax each; for regular metal keys the cost is $100.00 plus tax each.

- Nobody, other than the resident assigned to the room, may live in the room at any time. The resident will not rent, lend, or share the assigned room.
- Residents may not lend or give their residence keys/keycards/fobs to anyone else.
- Residents are not permitted to copy any key/keycard/fob provided by Student Residences.
- Keys must be returned (directly to a staff member during regular office hours, or through the mail/key slot after hours) by Move-Out day, or by the date specified in an earlier withdrawal agreement
- Residents will be charged from Move-Out day until keys are returned or until locks are changed.
- If a resident’s keys are not returned by Move-Out day and arrangements have not been made with the Student Residences Office to extend his or her stay, then access to the room will be changed at the resident’s expense. The resident’s University account will be put on Hold (while on Hold, a
The resident is unable to use any of the University services that are normally available. The Hold can only be released when the key has been returned and the University account settled.

- 24 hour temporary key use will be provided for misplaced keys. If, after the 24-hour period the temporary keys have not been returned, a lock change will occur at the resident’s expense.

### 2.14 LIABILITY

The University is not responsible for property belonging to residents or their guests which is lost, stolen, or damaged in any way, regardless of cause, whether or not this occurs on the residence 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 guest while in or around the residence property or the University campus or while engaged in activities organized or sponsored by the department.

The University shall not be responsible for injury, damage, or loss to residents due to:

- the use of residence facilities and equipment, including, but not limited to, exercise equipment, sports equipment, and barbecues, etc.;
- 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.

### 2.15 NOISE

Residents have the right to sleep and study in the residence and, to that end, the community has set Quiet Hours:

- Sunday to Thursday: 11:00 pm – 8:00 am
- Friday and Saturday: 2:00 am – 8:00 am

- Quiet means that residents will not disturb the sleep or study of fellow residents.
- Quiet Hours represent times when residents are expected to exercise particular care to contain noise. However, residents also have an obligation to maintain reasonable levels of quiet outside of Quiet Hours.
- Loud sub-woofer usage will not be tolerated at any time.
- Residents will face disciplinary action for a first time offence and may receive a minimum of $50.00 fine.

### 2.16 OBLIGATION OF RESIDENT TO ROOMMATE

Roommates each have a right to share in the determination of the use of the room. In particular, residents should consult one another before inviting a guest or guests to visit in the room and should obtain permission before allowing a guest to remain for the night. The Associate Director(s) has the discretion to adjust the number of nights per week as they see fit.

### 2.17 PEST TREATMENT

In the event that insects or other pests are detected in your room, you are required to follow the instructions and recommendations provided by management and/or pest control professionals. This may include discarding bedding and other possibly infested personal items, and washing items in a prescribed manner. In the case of bed bugs or other non-threatening pests, residents will not be moved to another room.
2.18 PETS

No pets of any order, species, or description are permitted in residence. Only service animals are permitted on University grounds and inside University buildings as required by law.

2.19 PORNOGRAPHY

Displaying or making available for viewing pornographic material in public areas including, but not limited to hallways, common rooms, lobbies, stairwells, bathrooms, exterior room doors, living rooms, kitchens, or windows, or any interior area of a room that can be seen from an open door is prohibited (in accordance with the Criminal Code of Canada, Section 163), as is use of computers or network infrastructure to display or distribute such material. Refer also to the University's Respectful Work and Learning Policy.

2.20 PRANKS AND PRACTICAL JOKES

Any action that violates the Residence Community Standards, regardless of whether or not that action was intended as a prank, will be regarded as a violation and treated accordingly. Clean up of any mess created by pranks is the responsibility of the people involved. Any additional staff time required for this type of clean-up will be billed to the person(s) or floor responsible. Results depend on the situation.

2.21 ROOM CHANGES

Residents are not permitted to change rooms without approval from the Student Residences office. Given the availability of other rooms in residence, room relocation may be considered in the event that:

- Current living arrangements do not meet the safety and health needs of the resident.
- Extreme roommate conflict (once adequate effort at resolving conflict was made by the resident and Residence Life Staff).
- Removing a resident from the original community will resolve a major issue.

Those meeting the above scenarios must meet with the Associate Director of Residence Life to discuss available options. Please note that any administrative costs will be applied to the resident. Section 1.7 deals with room selection and re-assignment.

2.22 ROOM ENTRY

The University reserves the right to enter a resident’s room, whether or not the resident is present, under the following conditions:

- In cases of emergency, safety, sanitation, noise, theft, suspicion of illegal substances and/or weapons, or by authorization of the Director.
- For regular fire safety equipment testing / maintenance (fire damper, sprinklers, alarms, etc).
- After giving 24 hours written notice to the resident of the intention to enter the resident’s room. Entry time shall be during daylight hours, or as specified by the notice.
- Where the resident has voluntarily given written or verbal consent for a specific purpose or occasion. For instance, a maintenance request submitted online would constitute consent.
- The Student Residences office will provide access to a resident’s room to facilitate maintenance or repair to any personal or third party property (e.g., furniture repair) only if that access has been authorized in writing.
2.23 SECURITY

Residents are responsible for taking reasonable precautions to ensure that their accommodation and the building are protected from a breach in security. This includes, but is not limited to, the resident locking their room door(s) and window(s), not forcing or propping building doors, not permitting unknown person(s) into the building, and immediately reporting strangers or security concerns.

2.24 SEXUAL ASSAULT

Sexual assault is defined as the intentional touching of another person with any object or body part without consent or by force. Sexual assault will not be tolerated in residence and persons found engaging in acts of sexual assault can face severe consequences and may be evicted. The University of Manitoba has specific policies, resources, supports and reporting procedures on sexual assault (see [http://umanitoba.ca/student/sexual-assault](http://umanitoba.ca/student/sexual-assault)). Residents that have experienced sexual assault are encouraged to use these resources, and if comfortable, share the experience with a safe person.

If a case of sexual assault is reported to Student Residences (directly or indirectly) where there are reasonable grounds to believe that the safety and security of an individual or the community is at risk, Student Residences may impose interim measures on the respondent (accused resident). Usually, this means temporarily moving the respondent to another residence building or off-campus altogether. Interim measures will remain in effect so long as reasonably required to gather all relevant information relating to the offense.

2.25 SMOKING

Smoking will not be permitted in residence halls. Each residence hall has officially been designated as a non-smoking facility. The use of smoking materials in ALL areas of the residence halls, including bedrooms, is strictly prohibited. As such, residents are required to vacate residence property prior to smoking. Smoking is prohibited within 8 meters or 25 feet of any building entrance on the Fort Garry Campus (refer to U of M Clean Air, Public Health Policy). Disciplinary sanctions and fines will be levied to those who contravene this policy. Residents will receive a minimum $50.00 fine for a first-time offence.

2.26 SPORTS

Sports or any horseplay in the hallways or stairwells will not be tolerated. This includes, but is not limited to the use of rollerblades, skateboards and hoverboards.

2.27 SUBSTANCE ABUSE AND ILLEGAL DRUGS

- Use or possession of illegal, prescription, and/or non-prescription drugs for recreational purposes is prohibited on University property and is a violation of the Residence Contract. **The University of Manitoba does not tolerate drug-related offences. Residents found or associated with any drug use will receive a minimum $50.00 fine for a first-time offence. This will also result in the student being placed on Residence Probation, which will make them ineligible to apply for residence next term.**

- Evidence of drug traces or drug paraphernalia, or the smell of a prohibited substance (e.g., marijuana) on residence property, in residence rooms, or common areas will be assumed to be conclusive of use or possession. Delayed response in opening your door and/or attempts to remove or mask the smell will raise further suspicion of involvement in drug activity.
• Residents are prohibited from being involved with the trafficking, possession, use, and consumption of any such drugs in the residence community.
• The University reserves the right to confiscate and dispose of all drug-related paraphernalia (e.g., bongs, pipes, rolling papers, grinders) deemed to be associated with use or promotion of drugs in residence.

2.28 THREATS TO HEALTH, LIFE, PROPERTY OR THE UNIVERSITY’S GENERAL WELFARE

Where the University believes that the continued presence of a resident constitutes a threat of danger to health, life, or property, and/or affects the University adversely, the University may take immediate disciplinary action.

Under such circumstances, a resident may be expelled from residence immediately (result depends on situation).

EXAMPLES OF SUCH BEHAVIOUR ARE:

• physical acts of violence, threats of violence, coercion, intimidation, or any other form of harassment
• illegal sale, purchase, or use of drugs and/or alcohol
• use or possession of explosives, firearms, or dangerous weapons
• use or storage of flammable liquids or other dangerous substances
• violation of Federal or Provincial law
• damage, destruction, or theft of residents’ and/or University property
• tampering with or misusing elevators
• tampering with or misusing fire equipment
• setting fires
• use or storage of combustion engines in the residence (including anything that has, as a component part, a combustion engine (e.g., a motorcycle).

2.29 UNIVERSITY PROPERTY AND COMMON PROPERTY

Common residence property and/or University property is intended for the benefit of the community. The removal of residence and/or University property to a resident’s room, or to any other location, will be considered an act of theft and treated accordingly. Permission for pass keying a room to retrieve this property can be given by the Director without advance notice to the resident(s). Damage to residence property is covered under Section 1.14 and Section 1.15 in this Contract.

2.30 WASHROOMS

Where washrooms are designated by gender, they are only to be used by the gender indicated on the door(s). Violation of the gender designation may result in a minimum $50.00 fine.

2.31 WEAPONS

Residents and their guests are not permitted, at any time, to bring or keep in their accommodation or the residence property, any of the following (each of which is described as a “weapon”):

• any real or replica projectile weapons, including, but not limited to, real or replica firearms, air guns, cross-bows, sling shots, paint-ball guns, and air guns, which includes BB guns;
• blades including bayonets, hunting or throwing knives, epees, and blades used in martial arts;
• any other weapons, whether used for martial arts or other forms of combat training including current military or reserve service.

Wielding any object in a threatening or aggressive manner may result in immediate eviction.

2.32 WINDOWS, ROOFS, ETC.

Residents are not permitted to engage in dangerous activities in residence or on residence grounds. Below is a representative, but not exhaustive, list of activities that are not permitted:

• removing screens from residence windows
• use of paint-ball guns;
• throwing objects at or from the residence buildings;
• climbing through windows;
• climbing to, or being on, roofs or ledges;
• etc.

SECTION 3: ENFORCEMENT AND DISCIPLINE PROCESS

The residence community is guided by the belief that resident discipline should be developmental rather than punitive. Any sanction that is applied against an individual is applied for the purpose of changing behaviour and protecting the interests of the community. At the same time, considerable care is taken to ensure that any resident who has been accused of an offence is treated in a fair and just manner. Accordingly, the disciplinary system is designed to be both flexible and accountable.

• Disciplinary actions are conducted in a manner consistent with the procedures set out in the Student Discipline Bylaw of the University of Manitoba and are subject to appeal. Appeals are conducted in the manner prescribed by the guidelines of the Student Discipline By-law, copies of which are available on request (residents can also find the By-law on the University web-site).
• The model used to determine outcomes within our Community Standards is based on a balance of probabilities. If, after all credible information has been heard, the adjudicating personnel believe that the incident is more likely to have occurred than not, and there is reasonable proof that the person(s) responsible can be determined, then the standard of proof has been met.

When an alleged violation of Residence Community Standards is brought to the attention of the Associate Director, Residence Life, and s/he is responsible for ensuring that an investigation is conducted.

• Matters of discipline are brought forward to the Associate Director, Residence Life, or the Director of Student Residences. The Associate Director, Residence Life and/or Director of Student Residences have the final say on all discipline. Residents do not have to be given a verbal warning for a fine to be in effect. Decisions will be based on a preponderance of evidence (i.e., the evidence shows it is more likely than not that the alleged violation occurred).
• Residence Life Student Staff and Council Members, being in leadership positions in the community, will be held to a higher standard and will therefore be levied with higher sanctions.

Infractions are dealt with through a variety of mechanisms depending on the severity of the incident. This document attempts to provide to the resident an example of what the sanction might be for particular behaviours. This does not limit the possibility of other sanctions being imposed should the situation warrant. All financial costs incurred, as a result of breaking a residence regulation, will be billed
to the resident’s account. All sanctions are considered to be in effect once the resident(s) has been notified verbally during their conduct meeting. Residents will receive a written letter confirming the sanction levied by the Student Residences office.

The following may occur as a consequence of breaking Residence Community Standards (all are described below):

- Verbal Warning
- Written Warning
- Fine (increments of minimum $25.00 to a max of $1,000.00)
- Collective Billing
- Damage Fine
- Loss of Guest privileges
- Community Service and/or Seek Assessment from other units/professionals
- Residence Prohibition/Alcohol Probation
- Residence Probation
- Eviction from Residence
- Ban from all Residence Buildings

3.0 NOTICE TO MEET

Should the department of Student Residences need to meet with you – you will receive a “Notice to Meet” under your door. The purpose of a Notice to Meet is to gather facts surrounding an alleged community standard violation that has been reported to the Residence Life Office. If you receive a Notice to Meet, it means that it has been reported that you were either: a) involved in an incident or breach of the Residence Contract or b) we have reason to believe you may be able to assist in providing additional information regarding an incident we are currently investigating.

If you receive a notice to meet, you are required to book an appointment with a Residence Life Coordinator within five (5) business days of receiving the notice. You may bring representation from student advocacy, or residence council if you wish. Failure to respond to a Notice to Meet within this period will result in a fine. Please note that failing to meet with a Residence Life Coordinator as per the Notice to Meet waives your right to provide testimony and/or your version of the events and as a result, all decisions and sanctions in these cases will be determined solely on the original incident report.

3.1 VERBAL WARNING

Verbal Warnings are used by Residence Life Staff to indicate to residents what policy has been violated and what the consequences are should the behaviour be repeated. Verbal warnings are typically used for 1st time/minor violations. (e.g., first offence – noise violation)

3.2 WRITTEN WARNING

A written warning comes in the form of a written letter ensuring residents are aware of the Community Standard that has been violated. A written warning is recorded and tracked by the Student Residences office and typically issued for a minor violation. (e.g., first offence – too many guests in your room)
3.3 FINE

Monetary sum of money charged to a resident’s account. Fines can be issued by the Associate Director or the Director of Student Residences. Residents will be notified through a letter and will be expected to pay the issued fine within 5 business working days. (e.g., first offence – smoking in your room)

3.4 COLLECTIVE BILLING AND DAMAGE FINE

Communities of residents (e.g., specific floor or bay) may be billed collectively for damages that occur to the common areas they occupy. This is only done after attempts have been made to find the individuals responsible for the damage.

This includes: fire alarms, extra cleaning, broken fixtures, broken windows, missing or damaged furniture. Residents responsible for damages will be charged the cost of replacement or repair. All fines will be placed on a resident’s account and are expected to be paid within 5 business working days.

3.5 LOSS OF GUEST PRIVILEGES

Residents who have guests that violate Community Standards can be denied having guests in residence for as short as 1 week to a maximum length of their stay in residence. A resident will be informed verbally and/or by written letter of this sanction issued by the Associate Director, Residence Life or the Director of Student Residences.

3.6 COMMUNITY SERVICES OR SEEKING ASSESSMENT FROM OTHER UNITS

Community and Educational Sanctions may be used individually or may accompany any number of other sanctions. In some cases, residents may be asked to see other units, professionals, or off-campus partners. Examples of these professionals include: Campus Security Services, Winnipeg Police Services, Equity Office, Health Services, or Counseling Services.

3.7 ALCOHOL PROBATION

Residents placed on alcohol probation may not consume alcohol in any residence building, possess alcohol in their residence room, or return to residence intoxicated. Alcohol probation can be sanctioned for as short as one (1) week to a maximum length of a resident’s stay in residence. Violating the Residence Alcohol Community Standards may result in a resident being placed on residence prohibition.

3.8 RESIDENCE PROBATION

Residence Probation is defined as a resident’s last chance to remain in the community. Any subsequent violation that is serious enough to warrant a fine may result in immediate eviction from residence. In addition, once on probation, a resident is deemed ineligible to return to residence for future terms including summer month(s). However, residents on probation may appeal to have their ineligibility status lifted for subsequent terms, but must be incident free since the original sanction for a minimum of three (3) months. Appeals can be submitted, in writing, to the Associate Director, no earlier than March 1 during the academic year and August 1 during the summer.

3.9 EVICTION FROM RESIDENCE

A resident who has demonstrated a continued reluctance to comply with Residence Community Standards or is involved in a major incident may be expelled from residence. The resident will be
required to vacate their residence room within 5-10 days or immediately if the resident is deemed a
danger to the community.

Student Residences will charge the evicted student up to and including the day the resident is required
to vacate the room as per the date stated in the eviction notice. The University reserves the right to
terminate the contract immediately upon written notice without any refund of remitted fees or deposits.

An eviction from residence will prohibit the student from applying to residence for future terms.
Eviction from residence is typically sanctioned by the Associate Director of Residence Life and/or the
Director of Student Residences.

3.10 BAN FROM RESIDENCE

A Residence Ban can be issued on a student, guest, or previous resident who has violated Community
Standards repeatedly or has been involved in a major incident. The individual will be prohibited from
entering onto residence property. A residence ban can be sanctioned for as short as one (1) academic
year (including summer term) to indefinitely. Individuals caught violating a residence ban can be charged
under the Petty Trespassing Act.

3.11 APPEAL PROCESS

**Stage 1 Appeal:** Residents may appeal sanctions given by Residence Life Staff, Residence Life
Coordinators, and Associate Director of Residence Life/Director of Student Residences. Informal written
appeals may be submitted to the Director of Student Residences within ten (10) business/working days
after receiving a letter of sanction. Formal appeals must also be made in writing to the Student
Residences office ten (10) business/working days after the sanction has been levied. During the appeal
process, residents must comply with all aspects of an imposed sanction until such time as they are
notified in writing of the outcome of their appeal. Residents can appeal a decision only once. All appeals
can be submitted to the Associate Director of Residence Life, the Director of Student Residences, or the
University Discipline Committee. If the appeal is for a major offence, the resident may enlist the
assistance of their elected student council designate or the Student Advocacy Department (please refer
to Student Discipline By-law).

**Stage 2 Appeal:** The Student Residences Local Discipline Committee (SRLDC). The SRLDC has the
responsibility of hearing appeals to Community Standards violation sanctions issued to its residents. This
process can only be used after the student has exhausted the Stage 1 appeal process to the Associate
Director of Residence Life and is still dissatisfied with the outcome. However, appeals to the SRLDC will
only be considered based on one or all of the following grounds:

- Bias or unfair treatment
- Any procedural error
- The sanction is not logical consequence of the infraction
- New information has been found

ICM students do not fall under the jurisdiction of the University of Manitoba Student Discipline By-
Laws, therefore they are only entitled to a stage one Local appeal with the department director.

Appeals to the SRLDC must be made in writing within ten (10) business days from the meeting date
appeal to the Associate Director of Residence Life. Appeals can be submitted to:

Residence Administration Office
Section 4: Residence Internet Use Policy  
(Updated Mar 2013)

4.0 WIRELESS

All residence buildings contain pervasive IST provided Wi-Fi.

Residents are NOT permitted to set up a device in their room that broadcasts a Wi-Fi signal as it conflicts with IST Wi-Fi and causes poor or no Wi-Fi connections to other residents in that building.

Examples of devices that have the ability to broadcast a Wi-Fi signal are: Wi-Fi routers, wireless printers, mobile phone (when the hotspot feature is turned on), Shaw cable modem, MTS modem, etc. You are permitted to subscribe to Shaw and MTS for an Internet connection, but you must turn off the Wi-Fi feature of the modem/router. You may need to install a router in your suite to use a device like an Xbox, but you must turn off the Wi-Fi feature of your router. If you plug in a router improperly it can cause network issues that result in a loss of Internet access to others in the same building.

Please contact the Residence Support Desk for assistance in setting up routers. Any resident found to have a device broadcasting a Wi-Fi will be subject to disciplinary actions. For information on disciplinary actions see Section 4.3.

Please note that IST is a central IT department and is not a residence department. All of IST’s security, usage, and wireless policies can be found at: http://umanitoba.ca/computing/ist/staff/studentservices.html

4.1 COPYRIGHT INFRINGEMENT

Residents are not allowed to download or distribute files through the Internet that would violate a copyright law. This would include downloading and/or uploading any file or information that is copyrighted without proper consent. Examples of copyrighted and/or copy protected items are movies, television shows, songs, and documents. Residents are not allowed to setup a server or peer-to-peer (file sharing) connection to download or share files that would violate copyright laws. Some examples of peer-to-peer sharing websites are PirateBay.se, isoHunt.com, and Torrentz. Examples of peer-to-peer computer software programs are uTorrent, BitTorrent, and Vuze. All activity on a residence Internet/Intranet connection is subject to provincial and federal laws.

4.2 BANDWIDTH AND DOWNLOADING

Bandwidth is how much data is being transferred through a network connection. Excessive downloading and/or uploading will slow down your connection speed and may affect the speed of the entire residence building. Bandwidth usage will be monitored and disciplinary measures will be applied to any resident who uses excessive bandwidth. If you consume a disproportionate percentage of the building’s bandwidth on a regular basis you will qualify for disciplinary measures.

You are permitted 80GB/month of downloading and 80GB/month of uploading. If you require more
bandwidth for academic purposes, please contact us via email at it.residence@umanitoba.ca. If you require more bandwidth for non-academic purposes, you may sign up for a paid service from an alternate provider such as Shaw or MTS. Note that Shaw and MTS services are available in every residence building except for Arthur V. Mauro Residence, which only offers Shaw.

4.3 WIRELESS, BANDWIDTH AND COPYRIGHT DISCIPLINE

Unauthorized wireless, copyright and bandwidth violations will be traced to your computer and dealt with in the following manner:

- 1st offence: Disciplinary write-up attached to residence account.
- 2nd offence: $50.00 fine, indefinite loss of residence Internet service* and meeting with an RLC.

*Otherwise to be reviewed by and subject to the discretion of both the Student Residences Director and IT Administrator.

4.4 USER ID AND PASSWORD CONFIDENTIALITY

All residence students will use their own or an assigned UMnet ID and password to log in and access the wired and wireless Internet provided in Student Residence buildings. This account information is intended only for the person it has been given to, and is not to be shared with anyone. If you give out UMNet ID and password to others, you could be held liable for their activities and actions on the Internet/network.

4.5 VIRUS INFECTIONS AND HACKED COMPUTERS

Computers that become infected by a virus or have been hacked often contribute to network and Internet congestion. They also cause infections and problems with other U of M computers. Residents who have a hacked or virus infected computer will have their Internet connection suspended immediately upon detection. After the student’s Internet connection has been suspended, Student Residences will attempt to contact and inform the resident about the situation. The resident’s Internet connection will be restored when the Student Residences IT Administrator or IT Coordinator is confident that the resident’s computer no longer poses a risk to the U of M network, nor to the U of M faculty/staff/students.

4.6 DSL INTERNET

In University College Residence (UCR) and Mary Speechly Hall (MSH), students have the option of using wired, DSL Internet. This equipment will not be in the room when you arrive. You must contact the residence IT support desk (call or text: 204-226-8951, email: residence_it@umanitoba.ca) and request one be installed in your room at no cost to the student. When you leave residence, we ask that you contact the residence IT support desk to let us know we can pick it up. The modem and cabling must be left in good, working condition upon your departure. You will be charged up to $300.00 for any loss and/or damage to the equipment (including modem, cables, and the wall jack). In both Arthur V. Mauro (AVM) and Pembina Hall Residence (PHR) there is no modem but each suite has a network jack on the wall. If you wish to use the wired Internet connection in PHR or AVM, you must supply your own Ethernet cable.

SECTION 5: ALCOHOL RELATED SANCTIONS
Residents who are eighteen years of age or older are permitted to consume alcohol in residence according to the guidelines established in this contract, as long as they do so responsibly (see Section 2.1 Alcohol). Sanctions will be applied to Residents who fail to meet the Alcohol policies below. The following model will be used for any of the following incidents as related to alcohol use:

**Level One Violation:**
- Consuming alcohol in public spaces including, but not limited to, hallways/corridors, stairwells, elevators, lobbies, patios, and/or laundry rooms.
- Any activity, which encourages excessive or dangerous consumption of alcohol, is prohibited, including drinking games or apparatus that promotes excessive drinking (kegs, Texas mickeys, growlers, bubbas, etc.).
- A noise violation that was the by-product of alcohol consumption.

Students with a Level One Violation will meet with their Residence Life Coordinator to discuss their behaviour. Depending on the severity of the incident, residents could receive any of the sanctions outlined in Section 3.

**Level Two Violation:**
- Anyone who is a repeat offender of any Level One violations.
- Underage drinking and possession of alcohol.
- Intoxication and overconsumption resulting in any, but not limited to, the following: major disturbances, vandalism, violence, personal health and safety, public intoxication.
- Not complying with the instructions of Residence Life Staff, Residence Security, or Security Services.

Students with a Level Two Violation will meet with a Residence Life Coordinator or the Associate Director of Residence Life and will be fined a minimum of $50.00.

**Level Three Violation:**
- Multiple Level One and Two infractions will result in an automatic Level Three violation.
- Any repeat offence following a Level One or Two infraction (depending on severity).

Students with a Level Three Violation will require a meeting with a Residence Life Coordinator. The violation will result in a minimum of a $50.00 fine, in addition to being placed on *Residence Probation.*

*Residence Probation means that any subsequent violation of Community Standards that is serious enough to warrant a fine may result in immediate expulsion from residence. Residence Probation is generally extended to the end of the current academic year (i.e., April), at which time eligibility to return to residence is reviewed. If the student is permitted to return to residence, probationary status may be extended to the next academic year.

Any subsequent violations will result in an immediate meeting with the Director of Student Residences and/or Associate Director of Residence Life, in which an eviction may result.

Please note that the Director of Student Residences, Associate Director of Residence Life, and Residence Life Coordinators may use their discretion to determine which level a particular violation/incident falls within.
UNIVERSITY OF MANITOBA ALCOHOL POLICY STATEMENT

Alcohol abuse is a serious health problem and can lead to conduct that may endanger the safety of individuals and result in damage to property, both on and off campus. This, in turn, may result in legal claims involving the University and others.

The purpose of this policy is to explicitly establish the general means by which alcohol abuse on the University of Manitoba campuses can be reduced or perhaps eliminated.

The University shall meet the policy’s objective by:
1. Offering an alcohol education and awareness program within the scope of programs offered by or through Student Affairs;
2. Maintaining University guidelines with respect to the serving and consumption of alcohol on the Campuses; and
3. Requiring that events and facilities at which alcohol is served on the campuses (the “events and facilities”) be managed effectively, and in accordance with the University’s policy and procedures and MLCC rules and regulations; and this policy applies broadly, and covers all events and facilities on the campuses.

For the entire Campus Alcohol Policy and Procedure, please refer to:

Policy:

Procedure:
- http://umanitoba.ca/admin/governance/governing_documents/community/1051.html

The Manitoba Liquor & Gaming Control Act:

IMPORTANT CONTACT INFO

STUDENT RESIDENCES GENERAL OFFICES (8:00 AM – 12:00 AM)
- Administration Office – 101 Arthur V. Mauro Residence 204-474-9922
- Residence Life Office – 106 Pembina Hall 204-474-9942
- Satellite Office – 226 University College Residence 204-474-9129

RESIDENCE SECURITY (12 AM - 8 AM)
- Arthur V. Mauro Residence 204-471-2981
- Mary Speechly/Pembina Hall Residence 204-797-3970
- University College Residence 204-497-3969

CAMPUS SECURITY
- Non-Emergency and Safewalk 204-474-9312
- EMERGENCY 204-474-9341

STUDENT RESIDENCES STAFF
- Barry Stone, Director, Student Residences 204-474-8611
• Carly Moffat, Associate Director, Residence Life  204-474-7196
• Carolyn Kerr, Office Manager 204-474-6404
• Debbie Gajadhar, Administration & Operations Supervisor  204-474-8337
• Amanda Halayko, Admissions and Occupancy Coordinator 204-480-1415
• Lorelei Scott, Residence Admissions Specialist 204-474-9126
• Shaylene Fox, Accounting Analyst 204-474-9464
• Residence Summer Accommodations 204-474-9922
• Montana Quiring, IT Systems Administrator 204-474-8694

STUDENT RESIDENCES WEBSITE:

www.umanitoba.ca/housing