

# SUMMER 2020 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, ICM student, faculty member, visiting guest, or employee.

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.

### **1.2 OCCUPANCY TERM DATES**

Summer residence begins on May 1st and ends on August 15th, 2020.

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 2020 will be eligible to stay the full month of August, and will be moved to their Fall 2020 room by September 3, 2020. Other summer residents will be charged for a half-month's rent for the first two weeks of August, unless arriving after July 15<sup>th</sup>.

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 18, July 1, and August 3, 2020.

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 (1<sup>st</sup>) 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 14 days prior to your original requested arrival date. This can be sent by 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 rent. No-shows will be charged one month's rent.

### **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 by e-mail, at least 14 days in advance (e.g., if you are planning to move out on June 30<sup>th</sup>, your notice must be submitted no later than June 16<sup>th</sup>). Failure to submit proper notice will result in a late withdrawal fee of \$150.

### **1.7 ROOM SELECTION AND RE-ASSIGNMENT**

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.

### **1.8 RESERVATIONS AND DOWN PAYMENT**

The down payment for the summer lease period is the first month's rent. Your room is not guaranteed until the first month's rent is received. 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.

### **1.9 STORAGE**

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

### **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.

### **1.18 INSURANCE**

All students leasing rooms during the summer months (May – August) are provided coverage under the existing Student Residences tenant insurance program. Program details and information on filing a claim, can be found by contacting the Residence Office directly. A \$500 deductible applies to all claims made.

---

## **SECTION 2: COMMUNITY STANDARDS GUIDELINES**

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, 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/INCENCE

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

All residents should familiarize themselves with Provincial and Federal laws on cannabis and will be expected to uphold these laws while in residence and on University property at all times. Please note that Manitoba provincial laws prohibit the use of cannabis in public places which includes all University property. For more information on federal and provincial facts about cannabis see: <https://www.canada.ca/en/health-canada/services/drugs-medication/cannabis/laws-regulations/provinces-territories.html>

**The cannabis policy in Student Residences is as follows:**

**Smoking, vaping, and use of concentrated forms of cannabis e.g., shatter:** Prohibited in residence.

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

**Plants/growing:** Not permitted in residence.

**Edible cannabis products:** Only legally purchased edible cannabis products with the standardized cannabis symbol and health warning message are permitted to be consumed in residence.

**Sale, production and distribution:** The sale, production or distribution for consideration of cannabis is not permitted in residence or on University property.

Cannabis use for medicinal purposes is also restricted by the University of Manitoba Clean Air Policy which prohibits smoking inside University property, including residences. Students with a prescription for medical cannabis are encouraged to meet with residence life staff and/or Student Accessibility Services for more information on authorized cannabis usage on campus.

Disciplinary sanctions and fines will be levied to those who contravene these laws and policies. Residents will receive a minimum \$50.00 fine for a first-time offence\*

\*Note: Delayed response in opening your door and/or attempts to remove or mask the smell of smoking cannabis indoors will raise further suspicion 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 barbecues 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.
- Providing their own cookware.
- 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/UCR 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 Procedure:

- When the fire alarm sounds, evacuate the building using the closest emergency exit. Do not use the elevators.
- Move quickly away from the building to your designated muster point (information below)
- If you know someone that is unable to evacuate the building, inform a Residence Life Staff member or any emergency services personnel immediately
- Do not re-enter the building until Residence Life Staff or emergency services has instructed you it is safe.
- Never assume it is a false alarm.

Residence Building	Muster Point	Winter or Inclement Weather
Arthur V. Mauro	F Lot	Engineering Atrium
Mary Speechly Hall	D Lot	Pembina Hall Proper (outside Student Lounge)
Pembina Hall Residence	D Lot	Pembina Hall Proper (outside Student Lounge)
University College Residence	B Lot (near portables)	Dayside

Failure to comply with the fire evacuation procedure will result in a minimum \$50.00 fine.

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. Anything that goes up on the wall must be removable without causing permanent damage to the paint or wall itself. Students will be charged if damage occurs, therefore, students choosing to hang things on their walls are to use sticky tack only. Residents are prohibited from (but not limited to):

- setting up bed lofts;
- bringing large items: full-sized refrigerators, mattresses, couches, soft seating, 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 of any kind will not be tolerated and is subject to discipline. 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 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, replacement fees will be charged to the resident account as follows (please note – applicable taxes will be added to the cost of replacement keys):
  - Fobs: \$20.00 each
  - Mailbox keys: \$25.00
  - Regular metal keys: \$100.00 each
- No one, other than a resident assigned to the room, may live in the room at any time. The resident will not rent, lend, or share the assigned room.
- Residence students may not lend or give their residence keys/~~keycards~~/fobs to anyone else, as it is a building security issue.
- Residents are not permitted to copy or tamper with any keys/~~keycards~~/fobs 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 in April, 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 the resident has not made arrangements 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 student 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.
- Twenty-four 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.
- Students who lose or forget their keys on a regular basis, and repeatedly require assisted access to their room, may be assigned a fine.

## **2.12 LAUNDRY**

Laundry cards can be purchased and loaded at the Laundryworks machine located in your residence building. Minimum purchase is \$10 and in \$5 increments. No cash is accepted at these machines and unused funds on the card are non-refundable. Lost, stolen or defective cards should be reported to the Residence Office.

## **2 .13 NOISE**

In all residence buildings, residents are expected to be considerate of their neighbours and roommates 24 hours a day, 7 days a week. That being said, residence is a densely populated community of students from various backgrounds and with various interests. Although residents have the right to sleep and study in residence, they must also expect some reasonable living noise.

The following guidelines apply both within and outside of quiet hours:

- Residents are not permitted to create excessive noise of any kind.
- Music with excessive bass is not permitted.
- Subwoofers and large speakers are not permitted and are subject to removal.
- Residents will face disciplinary action for noise violations, up to and including a \$50.00 fine

Student Residences has designated “Quiet Hours” in all residence buildings. Quiet Hours are times in which residents are prohibited from making noise that can be heard outside their room or suite.

Quiet Hours are set as follows:

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

Scholars’ Floors: Each building has a designated “Scholars’ Floor”, and as such, the quiet hours on these floors begin an hour earlier and are extended an hour later than on other floors (with the exception of over exam periods – where the Quiet Hours are the same). Quiet Hours on the Scholars’ Floors are as follows:

- Sunday to Thursday: 10:00 pm – 9:00 am
- Friday and Saturday: 1:00 am – 9:00 am

## **2 .14 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 Director, the Associate Director, or the Residence Life Coordinator(s) does have the discretion to adjust the number of nights per term as they see fit. (See Section 2.8 – Guest Policy)

## **2 .15 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 pests that do not pose significant health risks, residents will not be moved to another room.

## **2 .16 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 .17 PORNOGRAPHY**

Displaying or making available for viewing pornographic material or sexual activity in public areas including, but not limited to hallways, common rooms, lobbies, stairwells, bathrooms, exterior room doors, living rooms, kitchens, 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 Environment Policy.

## **2 .18 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 .19 ROOM BOOKINGS**

- Lounges/Common Rooms: Must be booked with the Director, Associate Director, or Residence Life Coordinators. Bookings must be completed 24 hours before any gathering, party, or social event of 15 or more people.
- Student Room Capacity: Must not exceed more than 10 people at any time (triple room suites in AVM have a capacity of 15 people). A student room is defined as the entire space assigned to a residence student, including enclosed kitchenettes and private washrooms.
- Exceptions to Capacity Limits: Residents may request an exception to this capacity for a specific time period through the Residence Life Coordinator by completing a Facility Reservation Request. Bookings must be completed 24 hours in advance.
- Room Bookings: Request for Booking Forms are available at the Arthur V. Mauro, Pembina Hall, and University College Residence offices. All requests for more than 15 people in a common room/lounge and 10 people in a resident room will be reviewed by the Director, Associate Director, or Residence Life Coordinators.
- Room Bookings Involving Alcohol: Refer to Section 2.1 – Alcohol.

## **2 .20 ROOM ENTRY**

- Right to Enter: The University reserves the right to enter a resident's room, whether or not the resident is present, in cases of emergency, safety, sanitation, noise, theft, suspicion of illegal substances and/or weapons, or by authorization of the Director.
- Student Entry: Students may only enter another student's room with permission from the student who currently resides in that room. This stands whether the room is locked or not. Infractions of this rule are taken seriously and subject to disciplinary measures.

- **Cleaning and Maintenance:** In the case of an online maintenance request where the resident has voluntarily given written or verbal consent for a specific purpose or occasion, there will not be a notice of entry. A written Request for Repairs Form will constitute consent. For general building cleaning, maintenance and upgrades that require entry to multiple rooms, including, but not limited to; floor waxing and fire safety equipment testing and maintenance (fire dampers, sprinklers, alarms etc.), notice will be provided well in advance via email with at least 48-hours' notice. Entry time shall be during regular office hours, or as specified by the notice.
- **Room and Safety Inspection:** The University may conduct room condition and safety inspections of residence rooms once each term with notice of inspection given seven (7) days prior via email and in a letter placed under each resident's door. Refer to Section 1.16 – Room Condition and Safety Inspections.

## **2.21 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.

- Residence Security performs Access Control in the lobby of each residence building from 9:00 pm to 5:00 am every day. Residents must show their residence keys (AVM: swipe card, MSH and PHR: fob, and UCR: entrance key) and photo identification upon request to be granted access to the building.

## **2.22 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>). 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.

## **2.23 SMOKING**

Smoking will not be permitted in residence halls. Each residence hall has officially been designated as a non-smoking facility. Any student who is found to have tampered with or modified a smoke alarm will face disciplinary sanctions and possible eviction. The use of smoking materials in ALL areas of the residence halls, including bedrooms, is strictly prohibited. As such, students 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.

Cannabis/Marijuana: See section 2.3

Electronic Cigarettes: Use of Electronic Cigarettes is not allowed in residence and is a violation of Community Standards and will result in a minimum \$50.00 fine. Electronic cigarettes may contain toxic ingredients and are only to be used in designated smoking areas.

## **2.24 SMUDGING**

Smudging is an Aboriginal tradition which involves the burning of sweetgrass, sage and/or cedar. A smudge is burned primarily for purification and to help create a positive mind set. Smudging generally produces little smoke and dissipates relatively quickly. Smudging is recognized by the University as an Aboriginal tradition and is permitted on campus. However, occasional smudging on campus, including in residence, must be in accordance with the University's Clean Air policy which requires specific safety and notification procedures to take place PRIOR to any smudging in any residence space(s). Please contact the Residence Life Office or your RLC directly to arrange this. Failure to take the necessary precautions is a violation of community standards and is therefore subject to disciplinary action.

## **2.25 SPORTS**

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

## **2.26 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. Residents found or associated with any such 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.

Residents are prohibited from being involved with the trafficking, possession, use, and consumption of any such drugs in the residence community.

The University of Manitoba does not tolerate illegal drug-related offences. Residents found or associated with any drug use will, at a minimum, receive a \$50.00 fine for a first-time offence and be placed on Residence Probation.

## **2.27 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 will take immediate disciplinary action. Under such circumstances, a student may be expelled from residence immediately (result depends on situation).

Examples of such behaviour include:

- 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 .28 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 student's room, or to any other location, will be considered an act of theft and treated accordingly. Students possessing and/or using stolen property (including, but not limited to: shopping carts and street signs) may be fined. Permission for pass keying a room to retrieve this property can be given by the Director without advance notice to the student(s).

## **2 .29 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, archery equipment, 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 form of ammunition, including bullets;
- 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 will result in immediate action, including the possibility of eviction. Residents may apply to have their materials stored on residence property, pending approval by the Director or Associate Director.

## **2 .30 WINDOWS, ROOFS, BALCONIES, etc.**

Students 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
- throwing objects at or from the residence buildings;
- climbing through windows;
- climbing to, or being on, roofs, balconies, or ledges;
- storing food or other items on top of roofs, ledges, or outside of windows
- 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 residents 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 DAMAGES**

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

Note: ICM students 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:

Student Residences Local Discipline Committee  
Residence Life Office  
106 Pembina Hall  
Winnipeg, MB R3T 2N1

---

## **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](mailto: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:**

- [http://umanitoba.ca/admin/governance/governing\\_documents/community/253.htm](http://umanitoba.ca/admin/governance/governing_documents/community/253.htm)

**Procedure:**

- [http://umanitoba.ca/admin/governance/governing\\_documents/community/1051.html](http://umanitoba.ca/admin/governance/governing_documents/community/1051.html)

**The Manitoba Liquor & Gaming Control Act:**

- <http://web2.gov.mb.ca/laws/statutes/ccsm/l153e.php>

## **IMPORTANT CONTACT INFO**

### **STUDENT RESIDENCES GENERAL OFFICES (8:00 AM – 9:30 PM)**

- 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 (9:30 PM - 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](http://www.umanitoba.ca/housing)