



## 2020-2021 Residence Contract

# RESIDENCE BIG 10

### 1. QUIET HOURS

Residents have the right to sleep and study in our residence halls, and to that end the community has set QUIET HOURS as follows:

- SUNDAY – THURSDAY: 11:00PM – 8:00AM
- FRIDAY – SATURDAY: 2:00AM – 8:00AM

### 2. SMOKING & FIRE SAFETY

Smoking is strictly prohibited in residence halls AND within 8 metres or 25 feet of any building entrance or exit. Use of candles or incense in residence is not permitted either in common spaces or private rooms. All occupants of the building must evacuate when a fire alarm sounds and cannot return until the alarm is off.

### 3. HOT PLATES

Hot plates, including induction hot plates, are not permitted anywhere in residence, including in Arthur Mauro suites. Hot plates found in use or possession will be confiscated and returned to the user upon move-out.

### 4. KEYS

Residents are not permitted to lend their residence keys, or fobs to anyone else.

### 5. DRINKING GAMES are PROHIBITED

Participating in “drinking games,” any activity involving skills, chance or endurance on the part of one or more persons who play according to a set of rules that consist solely or partially on the consumption of alcohol is not permitted.

### 6. BULLYING/HARASSMENT

Harassment and bullying is not permitted on our campus. 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 environment.

### 7. GUESTS

Residents are expected to assume responsibility for the actions of their guests and will be held accountable for guest’s violation of Community Standards. Any resident who facilitates access (opening a locked door or allowing “tailgating” through a locked door) to a stranger or otherwise “un-hosted” person to residence property will be designated the host of that person and will be held accountable for that person’s behavior as if that person were their guest.

### 8. ROOMMATES

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.

### 9. ILLEGAL DRUGS are PROHIBITED

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. Evidence of drug traces or drug paraphernalia will be assumed to be conclusive of use or possession.

Smoking, growing, or preparing/cooking cannabis is not permitted inside of residence buildings or rooms.

### 10. VANDALISM & DAMAGE

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

## STATEMENT OF STUDENT RIGHTS AND RESPONSIBILITIES

All students at the University of Manitoba have an obligation to act in a civil, respectful, and responsible manner toward all members of the University of Manitoba community. This is further demonstrated in the seven guiding principles established by the University of Manitoba Students' Union and Student Affairs:

- 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.

For more information on the University of Manitoba's policies in regards to student behavior, visit the University Governance webpage at [http://umanitoba.ca/admin/governance/governing\\_documents/students/index.html](http://umanitoba.ca/admin/governance/governing_documents/students/index.html)

## LIVING ON CAMPUS AT THE UNIVERSITY OF MANITOBA

Students come from all over the world to study at the University of Manitoba, and for many of these students this is their first time living away from home. Residence provides a rich variety of activities, services, and programs designed to meet your social and educational needs. From academic support seminars to alcohol awareness campaigns, we're certain our programming mandate has something of interest for everyone. In Student Residences we are committed to ensuring that our community is a safe, active, and enjoyable place to live while supporting your academic endeavors.

There are a variety of people in residence who are here to support our residence students as well as many leadership opportunities within residence for those who like to get more involved.

### STUDENT RESIDENCES

Student Residences is the Department that oversees Arthur V. Mauro, Pembina Hall, Mary Speechly Hall, and University College Residences. Within Student Residences there are a number of full time staff members as well as student staff to assist students in their transition to University Life.

#### Mission Statement:

To provide quality on-campus accommodations in a safe, supportive and community-rich environment that promotes the personal, cultural, and social growth of our students, while enhancing the likelihood of their success.

#### Residence Life Staff

The Residence Life Staff is made up of a mixture of full time professional staff and student staff, most of whom live in our residences. The Residence Life Staff works to support our Mission Statement by providing guidance and support for our students through residence programming, including social, recreational and academic programs. The following are part of the Residence Life Staff:

**Residence Advisor (RA):** The Resident Advisor (RA) is your guide to an informed and enjoyable life in residence. He or she is a full time student who is familiar with the day-to-day operation of the residence, the department of Student Residences and the University of Manitoba community. Essentially, the role of the Resident Advisor is to help make residence an environment you can call home and is conducive to your learning endeavors. The Resident Advisors are there for you, so please make use of their knowledge and training.

Typically, there is one Resident Advisor per floor. Be assured that your Resident Advisor has not been randomly selected or thrown into their position without direction. He or she has undergone a thorough selection process. By the time you arrive in residence, your Resident Advisor will have completed a training program designed to provide them with a basic understanding of the experiences and pressures you will face over the next eight months.

**Academic Programming Leader (APL):** The Academic Programming Leader (APL) is a trained student staff member that specializes in helping residents access academic resources on and off campus and helps to provide a positive academic experience for all residents. They accomplish this by hosting regular academic based programs and events, in person office hours accessible to students, and responding to academic questions and concerns through email. They are also directly linked to various on campus academic supports such as the First Year Centre, Academic Learning Centre, Career Services and the International College of Manitoba (ICM).

Typically, there are 1-2 Academic Programming Leaders per residence building. Each APL is assigned to one of the following specialties: Assignment Preparation/Writing Skills, Exam Preparation/Study Skills, First Year Student Support, Career Planning and Exploration, and International Support/International College of Manitoba (ICM).

**International Resident Advisor (IRA):** The International Resident Advisor is a Resident Advisor intended to serve the needs of all international students in residence. The IRA is familiar with campus resources and services offered including, Counselling Services, Career Services, Learning Assistance Centre, University Health Services, Financial Aid and Awards, the International Centre for Students and cultural student groups across campus and the Winnipeg Community. The International Resident Advisor acts as a resource for all international students living in Student Residences, and facilitates residence-wide events through a cultural lens.

**Senior Resident Advisor (SRA):** Not only does the Senior Resident Advisor perform the role of a Resident Advisor, but the SRA has the added responsibility of coordinating and implementing residence-wide programs in conjunction with the Residence Life Coordinator. Senior Resident Advisors play an integral role in the residence community as mentors and role models to students living in residence. They are responsible for the promotion of the residence community within the University. The position has immense opportunities for personal growth and professional development. It affords the student a chance to develop skills in conflict resolution, leadership, management, and cross-cultural sensitivity.

**Senior Academic Programming Leader (SAPL):** While also performing the regular duties of an Academic Programming Leader, the Senior Academic Programming Leader (SAPL) is also responsible for coordinating APL team programs and responsibilities in conjunction with the Residence Life Coordinator (RLC). Senior Academic Programming Leaders are role models within the Residence Life Program and their Residence community and provide mentorship to their peers. This position also has immense opportunities for personal growth and professional development. It affords the student a chance to develop skills in conflict resolution, leadership, management, and problem solving.

**Residence Life Coordinator (RLC):** The Residence Life Coordinators are full time “live in” staff, responsible for the day-to-day operation of all residences (approximately 1,200 students). With assistance from the Associate Director, Residence Life, they hire, train, and supervise the residence life staff (Senior Resident Advisors and Resident Advisors), serve as a resource to the student government, and are responsible for levying initial sanctions in our residences.

The primary role of the Residence Life Coordinator (RLC) is to support the educational goals of the University of Manitoba. They are responsible for the care and control of the premises, providing a safe and secure learning/living environment. It is the job of the Residence Life Coordinator to provide student tenants with crisis intervention, act as an emergency resource, provide routine house and resident activities, resolve disputes and behavioural problems, and provide policy enforcement. The Residence Life Coordinators play an integral role in the University community as a mentor and role model to the student body at large. They are responsible for the promotion of the residence community within the University.

## RESIDENCE COUNCILS

There are three (3) active Student Councils in residence at the University of Manitoba who work in conjunction with Student Residences and the Residence Life Staff, to provide a memorable experience for students living in residence. All three of these Councils are members of the University of Manitoba Students' Union (UMSU) and represent UMSU in their respective buildings.

In addition to the Council Fee (which is included in the cost of living in residence) these Councils are funded by UMSU to program and facilitate social and sporting events, and community building projects within their respective residence buildings. Each of these Councils holds elections in February to elect the new council for the upcoming academic term. Floor Representatives are elected by the students every September to represent the floor they live on, on their respective Council.

**Arthur V. Mauro Students' Association (AMSA)** is the residence student council for Arthur V. Mauro Residence (AVM). They are a member of the University of Manitoba Students' Union (UMSU) and receive funding from UMSU to program for student living in AVM Residence. AMSA organizes various activities including social events, sports, movie nights (in Theater Room) and community building projects for residence students living in AVM. Every year in February elections are held and a new council is voted in by AVM Residents to manage AMSA activities for the upcoming academic year. AMSA consists of a President and Vice President (or Co-Chair team), UMSU Representative, Communications Coordinator, Publications Editor, and Treasurer. Floor Representatives are elected by the students every September to represent their respective floors.

**Resident Students' Association Council (R.S.A.C.)** programs many activities and social events throughout the year, for students living in Mary Speechly Hall and Pembina Hall Residence. R.S.A.C provides many services for residence students, including the operation of Club Condo, a canteen and gaming/ theater room in the basement of Mary Speechly. We are also a liaison between residence and the University of Manitoba Student Union (UMSU). Our goal is to ensure residence students have the most fun, exciting, and memorable year possible!

**University College Residence Students' Association (U.C.R.S.A.)** consists of the Co-Chairpersons, the U.C.R.S.A. Executive Council and various other positions. U.C.R.S.A. upholds many traditions, plans activities, as well as coordinates sports and social events for the residents. The UC Games Room is operated by the U.C.R.S.A. Council. This space has a theater style seating area to watch movies or play video games, a ping pong table, and a pool table that fills all the other Residence Councils with envy. Council meetings are held once a week and are chaired by the Co-Chairpersons. Every year in February, University College residents elect a Food representative, an UMSU representative and Co-Chairs to represent them for the upcoming year. U.C.R.S.A. is a proud contributor to the amazing atmosphere and building-wide community found in University College Residence. For more information about this Residence Council or how to become more involved in the University College Residence, please do not hesitate to speak to a U.C.R.S.A. Council member in person.

For more in-depth information on the various residence councils – please visit the UMSU webpage at <https://umsu.ca/>

For more in-depth information on the various roles in residence – please visit the Student Residences webpage at <http://umanitoba.ca/campus/housing/living/team.html>

# RESIDENCE CONTRACT

IMPORTANT: Please Read

While the *Residence Contract* serves to identify the respective obligations and responsibilities of the student and the University, its greater purpose is to ensure an acceptable living environment for all residents. This document is a legally binding contract between you and the University of Manitoba. Please read the *Residence Contract* and carefully consider its conditions.

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 student has a right to be protected from actions that would infringe upon his or her intellectual growth, personal development, or individual liberty.
- Every student 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.

The Administration and Contract Terms (Section 1) of the *Residence Contract* outlines all of the administrative requirements, fee payments, important deadlines, and policies that students must understand and accept in order to live in residence. As a contract, it is our responsibility to deliver quality on-campus accommodations, amenities, and services to all residents, while each resident, in turn, must adhere to the administrative policies and deadline dates which govern their stay in residence. It is important to understand that there can be serious financial implications for breaching the terms of this contract, before, during, and after one's stay in residence. Therefore, we strongly encourage that each resident takes the time to read the terms listed very carefully.

The Residence Community Standards Guidelines (Section 2) and the Enforcement and Discipline Process (Section 3) of the *Residence Contract* define standards of behaviour required of all residents and their visitors while present on residence property. The well-being of the residence community rests on the balance of the community's ability to meet the needs of the individual and vice versa. The department is committed to ensuring that all members of the residence community are able to study and work in an environment of tolerance and mutual respect. The Residence Community Standards are in place to protect the well-being and safety of all residents.

## 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 *Residence Contract*.

#### 1.1 ELIGIBILITY

To be eligible for residence housing, you must be a full-time student in the academic term(s) for which you are living in residence. For most undergraduate students, this means at least nine (9) credit hours in each term. Graduate students can contact the Faculty of Graduate Studies for confirmation of full-time status. International College of Manitoba (ICM) students are also eligible for residence housing but must be enrolled in a University Transfer Program and are in good standing with ICM. By accepting this *Residence Contract*, you hereby agree to maintain full-time registration at the University of Manitoba and are required to advise the Director of Student Residences or the Associate Director of Residence Life if your course load drops below the minimum course load requirement. Student Residences reserves the right to terminate the contract if you are no longer a full-time student (or in the case if ICM students, are no longer enrolled nor in good standing). Students are permitted to live in residence for a maximum of four (4) years. Exceptions to this policy may be granted, but only in rare circumstances and requires the expressed written consent from the Director or Associate Director of Residence Life.

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 5.2 – Appendix 3: Minors in Residence). This form becomes obsolete upon the student's 18th birthday.

NOTE: Student Residences reserves the right to deny residency to any student who has previously been placed on Residence Probation and/or is known to Campus and/or Residence Security for infractions against campus and/or residence regulations. These situations will be reviewed on a case-by-case basis, however students who have previously been banned from any campus residence will be deemed ineligible to live in Student Residences.

#### 1.2 ROOM/BUILDING SPACE ALLOCATION

Eligible students are generally permitted to select the residence building of their choice, however Student Residences does identify and restrict

specific floors and/or buildings based on a variety criteria including, but not limited to: themed living, academic concentration, graduate students, year of study, and age. Students 21 years of age and older are only permitted to live in Arthur V. Mauro Residence.

### 1.3 OCCUPANCY TERM DATES

All contracts offered to residents during the fall application process are for occupancy for both fall and winter terms. As such, students are financially responsible for fees in both terms. Students who wish to live in residence for only the first term must formally withdraw from residence (see Section 1.8 – Withdrawal from Residence [after moving in] for more information). The following table outlines the billing dates for which occupancy is contracted:

TERM	START DATE	END DATE
Fall	September 6, 2020	December 23, 2020
Winter	January 5, 2021	April ,23 2021

**NOTE:** Students are expected to move out of their residence room no later than 24 hours after their last scheduled exam in both December and April. When exams or academic commitments extend beyond the contract end date, no additional room or meal plan fees apply. Please see Section 5.4 - Appendix 5: Dates & Deadlines Calendar for last day for meal memberships. Students who plan to stay over the Holiday Break in December need to declare their intent to stay (See Section 1.4 Service Interruptions), and an electronic form is available on your student residence portal in March to confirm the Spring move out date.

In some cases, early start dates or late end dates are granted. In these instances, the contract start and end dates are extended accordingly and additional charges above the standard room rate (Section 5.0 – Appendix 1: Residence Rate Table) may apply. See Section 5.1 - Appendix 2: Early Move In / Late Move Out for policies and rates.

### 1.4 RESIDENCES SERVICE INTERRUPTIONS

The University of Manitoba campus closes annually for approximately 11 days during the December holiday break (December 24, 2020 – January 4, 2021).

Students who wish to remain in residence over the break are permitted to do so but are required to declare their intent to stay during this period and pay a \$120 extended stay fee. An application process is required for this option and all students will be emailed more information midway through the first term on how to apply. During this time, campus services (within and outside of residences) are limited, but caretaking and 24 hr. security will be provided for students who have declared their intent to stay. Students who do not apply to stay over the December holiday break are not permitted to stay in residence as it is outside of the term contract dates stated above (see Section 1.3 - Occupancy Term Dates). Students occupying their room without declaration and payment will be subject to fines and/or disciplinary actions.

Residence will remain open during fall and spring breaks. Meal plans will remain in effect and the Dining Hall will remain open. However, Dining Services hours and menu selections will be modified at its locations during these break periods. Notification that you are remaining in residence during fall and spring breaks is not required.

### 1.5 MANDATORY MEAL PLAN

All residence students residing in Mary Speechly Hall, Pembina Hall Residence, and University College Residence are required to purchase one of the meal plans offered by Dining Services as outlined on the residence application portal meal plan page and within Section 5.0 - Appendix 1: Residence Rate Table. After you initially select a meal plan, you may increase the value and/or frequency of the meal plan at any time, but you may not reduce the value/ frequency after the meal plan change deadline. For all meal plan changes, please visit the Dining Services office at 202 Pembina Hall. Please see Section 5.4 - Appendix 5: Dates & Deadlines Calendar for the exact dates.

Your student ID card is required for access to all meals and dining locations. Meal plans and student cards are non-transferrable, i.e., they can only be used by the person whose name and photo appears on the card. Violations of this policy will be considered student non-academic misconduct and subject to sanctions under the Student Discipline Bylaw. For 2020-21, Dining Services reserves the right to limit the number of take-out meals for a meal plan holder to one (1) per meal, i.e., residents are not permitted to take multiple take-out meals at a given breakfast, lunch or dinner sitting.

Unused FoodBucks from the fall term are automatically carried over to the winter term. All meal plans and Food Bucks expire at the end of the academic year, are non-refundable and balances cannot be carried over to the following year. As per CRA guidelines for non-taxable meal plans, FoodBucks cannot be used for non-food items, e.g., gift cards, coffee mugs, etc., at any time.

### 1.6 RESIDENCE FEES

Residence fees are approved by the Board of Governors annually and are subject to change during the term of this *Residence Contract* only in accordance with University policy. By entering this contract, you hereby agree to pay the residence fees on or before the due dates specified in Section 5.0 - Appendix 1: Residence Rate Table.

Residence charges include room accommodation, meal plans (except for residents in Arthur V. Mauro Residence that opt for accommodation only), tenant insurance, council fees, and residence life programming fees.

All residence charges will appear on a student's Aurora account. The payment deadline for each term will be noted on a student's Aurora account and 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).

Only international students are permitted to pay residence fees by VISA or MasterCard at the Student Residences Office. ICM students must pay all fees to the Student Residences department directly. Cash, cheque, Visa, MasterCard or debit are accepted. Students paying by Global Pay or PayMyTuition must ensure the transfer of funds is received at the residence office on or before the deadline date

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

- All residents with an outstanding balance will be assessed a \$50.00 late fee charge immediately after each payment deadline. For U of M students this will appear on their Aurora Student account and will subsequently be put on "Hold." Delinquent ICM accounts will be forwarded to the ICM College Director in addition to being placed on Hold.
- Those with an outstanding residence balance of \$500.00 or more will be issued a warning letter of an impending lock change. This letter will state that full payment of the account balance is required immediately. If this condition is not met, a lock change will occur (at the student's expense) exactly one week after the letter is issued and will lead to a cancellation of the contract and eviction for non-payment of fees.

### 1.7 CANCELLATION OF RESIDENCE CONTRACT (PRIOR TO MOVING IN)

Students who wish to cancel their reservation and Residence Contract may do so prior to moving in, providing Student Residences receive a written e-mail notice of cancellation to [admissions.residence@umanitoba.ca](mailto:admissions.residence@umanitoba.ca). Our refund policy for deposits are as follows:

Cancellation notice received	Refund Amount
Deposit due date - July 31	Full refund of \$1000
After July 31	\$500
Note: Students cancelling after August 20 will forfeit their entire deposit	

Deposit refunds are issued directly back to the student or to the student's Aurora account – depending on student status.

### 1.8 WITHDRAWAL FROM RESIDENCE (AFTER MOVING IN)

In order to withdraw from residence, students are required to complete the online withdrawal form located on the residence portal. For 2020-21, financial penalties for withdrawing prior to the end of the contract will be mitigated. Approved withdrawals will be assessed a \$150 administrative fee for the room and a \$60 administrative fee for any applicable meal plan. Room and meal plan charges or refunds will be based on a prorated formula.

### 1.9 ROOM/BUILDING RE-ASSIGNMENT

The University reserves the right to assign students to different rooms or buildings in the residence system before and after moving in or to terminate this agreement if such re-assignment or termination is advisable in the interests of health, safety, well-being 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 (and meal plan if applicable) stipulated for the new accommodation. Room changes are explained in Section 1.14 – Room Changes.

### 1.10 RESERVATIONS AND DEPOSITS

Upon receiving official correspondence from the Student Residences office indicating a residence space has been reserved for you, you are required to remit the necessary deposit according to the time lines indicated in the correspondence. Please note that if the department of Student Residences fails to receive the deposit by the due date indicated in the correspondence, your residence application will be cancelled immediately.

**IMPORTANT NOTE:** Applicants who are admitted later in the admission process (i.e., on the waiting list initially) are required to submit the deposit by the deadline indicated in their official correspondence email from our Residence Admissions Coordinator. Failure to receive the deposit on or before the date indicated will result in a cancelled application.

### 1.11 STORAGE

Residence students may store up to four (4) items of reasonable size (up to 5 cubic feet per item) during the regular session at no charge. These items must be removed from storage upon check out, unless the student has contracted for summer accommodations, or summer storage fees have been paid. Returning residence students who wish to store these items or additional items over the summer may do so 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

Summer storage fees will not be prorated for portions of the summer period. The summer period is defined as the student's check-out date at the end of regular session until the subsequent fall move-in date. Only students with an active application for the subsequent fall term may utilize this service.

PLEASE NOTE: Items in disrepair or that may be considered a health risk will not be accepted into storage. Fridges being moved into storage must be cleaned, dried and the door of the fridge left open to prevent mold.

Unclaimed storage will be considered abandoned 30 days after check-out. This applies to students who have not paid for summer storage, or to those who have paid, but have not registered to live in residence in the fall. After 30 days, the office will dispose of or donate all unclaimed stored belongings. The University is not responsible for any property accepted into storage (see Section 1.19 – Insurance).

**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. There is a bicycle storage room located in the basement of AVM, which can be utilized by all Residence students for long term (i.e. over the winter) storage of their bicycles. Space is limited and is assigned on a first come first serve basis. Students not living in AVM will only be able to access this storage room during office hours (Monday – Friday 8:30am-4:30pm). For more information on this bicycle room, please contact the AVM front desk at 204-474-9922. Student Residences is not responsible for stolen or damaged bicycles.

## 1.12 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.

## 1.13 UNAUTHORIZED OCCUPANCY

This *Residence Contract* and your accommodation cannot, under any circumstances, be assigned, "sublet," lent out, or otherwise to any person other than to you. No one, other than a resident assigned to the room, may live in the room at any time. 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 (for example a suite in AVM or a double room in either 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).

## 1.14 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 allocation 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 a Residence Life Coordinator to discuss available options.

Please note that room changes are generally not permitted before October 1<sup>st</sup>. Room changes are subject to a \$50 administration charge and room cleaning charges. Please see also Section 1.9 – Room/Building Re-Assignment.

## 1.15 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 signed out from the Residence Offices. The shared areas of residence (hallways, lounges, kitchens and public areas) are considered to be the joint responsibility of all residents. Each student is expected to do his or her share to keep these areas neat and tidy for residents and their visitors.

## 1.16 DAMAGES AND CLEANING COSTS

Students 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. Therefore, it is imperative that all students carefully complete their online room inspection upon check-in. In Arthur V. Mauro Residence, both students 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 to return to residence in future terms.
- Damage and excessive cleaning costs will be added to accounts after the move-out room inspection. If damages and/or cleaning costs are assessed, these will be detailed along with the corresponding charges and e-mailed to you after the room inspection has taken place.

### 1.17 ROOM CONDITION AND SAFETY INSPECTIONS

Room condition and safety inspections of residence rooms may take place once each term with notice of inspection given seven (7) days prior via email and in a letter placed under each resident's door. Inspections can occur with or without the resident in the room. If an inspection occurs without the student's presence, a note will be left explaining the purpose of entry, along with the date and time of entry, and any noteworthy outcomes of the inspection. The purpose of these inspections is to:

- Confirm that the room is being kept in a sanitary condition.
- Check safety precautions, e.g., unauthorized appliances, candles, obstructed sprinkler heads, smoke detectors extension cord usage, etc.
- Ensure that students are following Student Residences regulations in regard to occupancy, i.e., no unauthorized guests living in the room.
- Confirm room inventory (including unauthorized common area furniture moved into rooms).
- Report any damage or change in the condition of the room.

At the time of inspection, Student Residences also has the right to confiscate, in accordance with this *Residence Contract*, any prohibited items located within the residence and will report these and other discovered violations to residence authorities.

### 1.18 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 *Residence Contract*, the University reserves the right to contact your parent(s) and/or guardian(s) 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 5.2 - Appendix 3: Minors in Residence.

### 1.19 INSURANCE

It is required that all students pay the associated fees for the tenant insurance program offered by Student Residences. Students may opt out of this program but only if they can demonstrate proof of an alternative insurance policy. Insurance fees are non-refundable and non-transferrable. A copy of the insurance policy will be provided to each resident within 30 days after move-in. Any claims being made under this policy are subject to a \$500 deductible.

### 1.20 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.

### 1.21 UNFORESEEN CIRCUMSTANCES

The University, in as much as it is within its control, will provide accommodation pursuant to the terms and conditions of this *Residence 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 *Residence Contract*. These events would include devastation to all or parts of the premises, like fire or flooding, unforeseen delays in construction, labour disruption, renovations, or a 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.

### 1.22 CONTRACT CHANGES

Changes may not be made to the terms of this Contract without the written permission of the Director of Student Residences. During the term of the Contract, the University of Manitoba may unilaterally change or delete any provision of this Contract or add provisions to this Contract by sending you an email notification to the email address you have provided to the Department of Student Residences on your application for residence. If this occurs, the Department of Student Residences agrees to post a notice at the entrance of each residence advising that changes have been made to the contract. Changes will be effective and binding upon you on the date set out in the notification. If no date is set out in the notification, the Contract changes will be effective one week from the date the notification was sent. Please note that changes may be implemented immediately when, in the opinion of the Director of Student Residences, the health or safety of any person may be adversely affected by a delay.

## SECTION 2:

### Residence Community Standards

Residence is a diverse community of distinct individuals from many different backgrounds. In order to maintain a comfortable living environment and to protect individual rights within the residence, we have developed a set of guidelines outlining the types of behaviour that are acceptable and the types of behaviour that are unacceptable. Residents are expected to use reasonable foresight in ensuring their actions do not place the safety or well-being of themselves or others at risk.

Unacceptable behaviour is any behaviour that contravenes these guidelines. These behaviours can be identified and addressed by anyone in the residence community. Unacceptable behaviour may come to the University's attention in a variety of ways, including observation by Residence staff, Security Services staff, Facilities Management staff, Dining Services staff, or other students, or through photo, Internet, social media, mobile device, or video evidence. Anything posted online that comes to our attention (e.g., Facebook, YouTube, and Twitter) will be used as evidence in an investigation. Unacceptable behaviour within residence can be documented by: Residence Life staff, Facilities Management staff, or any other University staff including contractors who work in the residences, Security Services, and the Winnipeg Police Department.

These regulations are an important part of this *Residence Contract* and are meant to ensure that Community Standards are met. Violation of Residence Community Standards, or actions that contribute to or facilitate the violation of any of the following regulations, are a breach of this *Residence Contract* and may result in disciplinary action. The University will not accept ignorance, anger, alcohol or substance use as an excuse, reason, or rationale for violating Residence Community Standards.

The regulations 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 individual's actions benefit one person, but hurt everyone else or infringe upon the rights of others, disciplinary action will 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 will result.
- We expect each student 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 applicable 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.

#### COMPLIANCE WITH PUBLIC HEALTH ORDERS

All residents must comply with public health recommendations and orders issued by the Manitoba Provincial Government and the Federal Government. Repeated failure to comply with public health orders and safety practices could result in disciplinary action conducted in a manner consistent with the procedures set out by the Student Discipline Bylaw of the University of Manitoba. This may include residence probation and/or eviction.

In the event of a Public Health Order, Student Residences will provide written information, instructions and guidelines for residents, but it is expected that all residents educate themselves regarding all public health orders affecting the province. Currently, this includes adherence to the following measures:

**Physical Distancing:** Until further notice, all residents must attempt to maintain a distance of 2 metres (6 feet) between themselves and another person at all times. Social distancing, limiting the close contact you have with other people, is a method used to slow the spread of viruses in the community and minimize the impact on the community as well as health-care system.

**Elevator use:** During social distancing measures, all residents must limit elevator occupancy to 2 persons at a time (unless otherwise posted) and distance themselves accordingly in the space to be as far apart as possible.

**Limiting Gatherings:** as residence is designated as high occupancy housing with many small common spaces – during social distancing measures, Student Residences will limit gatherings in residence rooms, lounge or common areas according to prevailing public health measures/restrictions. Limits to these spaces will be posted where possible.

**Intentional Crowding:** the disregard of social distancing measures or intentional crowding or closeness of another person is a health risk during a pandemic and is a very serious issue. Repeated failure to comply with social distancing measures could result in disciplinary action.

**Self-isolation and Quarantine:** Students that are required to self-isolate by health care directives and/or orders, must comply with the restrictions provided. Students found in violation of these directives, i.e. leaving their room during this period (unless it is to seek medical attention) will be subject to eviction from residences.

## 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 Office Manager of Student Residences, or the Associate Director of Residence Life. Any poster or advertisement that has not been approved will be taken down.
- 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 students under their doors or in their mailboxes without permission from the Office Manager of Student Residences, or the Associate Director of Residence Life.
- 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; this includes any image visible from the resident room window or doorway. While this is at the discretion of the Office Manager of Student Residences or the Associate Director of Residence Life, 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.

**NOTE:** In the case of a provincial or federal election, The Canada Elections Act requires Student Residences to provide political candidates and enumerators with access to our residence buildings.

## 2.1 ALCOHOL

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 fail to meet the alcohol policies below will receive a minimum \$50.00 fine for a first-time offence, in accordance with Section 3.11 – Alcohol-Related Sanctions.

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* (see Section 5.3 – Appendix 4), and the *Manitoba Liquor Gaming and Control regulations*.

Residents of the legal drinking age who choose to consume alcohol are expected to do so in a responsible manner and in accordance with the following regulations:

- **Alcohol-Free Areas:** Drinking and/or carrying open liquor is permitted only within the resident's room and floor lounges, unless otherwise directed by the Residence Office (Refer to *Section 2.19 – Room Bookings* for lounge/common room and student room capacities that exceed 10 or more people). 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 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) is prohibited on Residence Property.
- **"Drinking games" are prohibited:** Participation in "drinking games" (i.e., any activity involving skill, chance, endurance or mass consumption 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) is not allowed in residence. This includes, but is not limited to: cards, flip cup, beer pong, shotgunning, century club, danger can and funneling. 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.
- **Room Bookings:** *Request for Booking Forms* are available at the Arthur V. Mauro Residence, 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's room will be reviewed by the Director, Associate

Director, or Residence Life Coordinators.

- **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 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. This includes grinding and rolling cannabis.

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.

## 2.3 CANDLES/INCENSE/WAX WARMERS

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.

## 2.4 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

Please note: For 2020-21, the number of students permitted to gather in one place, including the community kitchens, is dictated by public health orders/restrictions and our ability to manage those spaces with proper protocols and safety measures in place. The use of community kitchens will be dependent on this and may not be available for residents' use.

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, including induction or smooth surface hot plates. 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 in the MSH kitchen and can sign out a keyed locker in the AVM and UCR kitchens.
- 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. Any action that impedes the ability to open any door in a public area that should be accessible, or prevents another person from exiting his/her own room, is prohibited. Emergency Exits are not to be used during non-emergency situations.

## 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

*\*In the event of simultaneous fire alarms in Pembina Hall proper along with Pembina Hall and/or Mary Speechly residence buildings, the new inclement weather muster point would be Drake Centre (behind Pembina Hall)*

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. Sprinkler heads and pipes are considered fire equipment and should not have any items hanging from or making contact with them at any time.

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. Students 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) the following actions:

- constructing bed lofts;
- bringing large items: full-sized refrigerators, mattresses, couches or other soft seating, etc. without the approval of the Director to prevent the potential for outside pollutants or pests;
- 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;
- 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

Having guests is a privilege that can be taken away for failure to comply with this *Residence Contract*.

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, whether or not they participated in, condoned, or were aware of the guest's behavior. 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) by a resident is deemed to be a guest of that resident. Rooms are contracted to residents for their private use only. A resident found to have an additional person living with them in residence will face disciplinary sanctions (See Section 1.13 – Unauthorized Occupancy).

**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 the residence). It is the responsibility of the resident to follow appropriate sign-in and sign-out procedures. Residents must accompany their guests at all times during their visit and are responsible for the guests' actions until the guests have left residence property.

**Unauthorized Guests:** A resident who facilitates the access (opening a locked door or allowing "tailgating" through a locked door) to a stranger or otherwise "un-hosted" person to residence property will be designated the host of that person and will be held accountable for that person's behaviour as if that person were their guest.

**Guest Sign-in:** Each resident is permitted to sign-in a maximum of five (5) guests at one time. Only one guest may stay overnight. Guests must be signed-in with Residence Security Access Control between 9:00 pm and 5:00 am each day.

**Guest's 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 an academic term. 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. It is the responsibility of the resident to get the consent of his/her roommate(s) prior to having a guest overnight (see Section 2.12 – Obligation of Resident to Roommate), while also signing the guest in/out upon arrival/departure with the Resident Advisor. No extra bedding is available and guests may not sleep in lounges or common areas.

## 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*, *Student Non-Academic Misconduct and Concerning Behaviour Procedure*, 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/fobs. These include an entrance key, a room key, and a mailbox key. In the event that a key/fob 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/fobs to anyone else, as it is a building security issue.
- Residents are not permitted to copy or tamper with any keys/fobs provided by Student Residences.
- Keys/fobs 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/fobs are returned or until locks are changed.
- If a resident's keys/fobs 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/fob has been returned and the University account settled.
- Twenty-four hour temporary key use will be provided for misplaced keys/fobs. If, after the 24-hour period, the temporary keys/fobs have not been returned, a lock change will occur at the resident's expense.
- Students who lose or forget their keys/fobs 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 Laundroworks 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

22-Hour Exam Quiet Hours:

- Exam Quiet Hours come into effect during the December and April exam period
- During Exam Quiet Hours moderate noise is acceptable between 5:00 pm and 7:00 pm

**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.

**Guests:** 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 2.9 – Guest Policy)

**Property:** Roommates should respect each others property and are prohibited from using the assigned furniture of their roommate without express permission (ex. bed, closet, desk)

**Room Condition:** All roommates will be responsible for keeping the room/suite in good condition. If the room is found to be in unsanitary condition, all room occupants will be assessed a cleaning charge.

Student Residences encourages all roommates to create a roommate agreement to outline expectations for cleanliness, guests, noise etc.

## 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 a minimum of 48 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 at least 48 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 1.17 – 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.

Residual smell (on clothes/items) in residence room from smoking of any kind creates a negative community impact on the floor and can result in additional cleaning charges for room occupants.

**Cannabis/Marijuana:** See section 2.2

**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.

## 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 student 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 By-law* 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 (students can also find the by-law on the University website).
- 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 Residence Life Coordinator, he or she is responsible for ensuring that an investigation is conducted.

- Matters of discipline are brought forward to the Residence Life Coordinator, the Associate Director of Residence Life, and/or the Director of Student Residences. The Residence Life Coordinator and/or 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 student 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 sanctions can occur as a consequence of breaking Residence Community Standards (alone or in combination). This is not an exhaustive list:

- 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
- Alcohol Probation
- Residence Probation
- Eviction from Residence
- Ban from all Residence Buildings
- Alcohol-Related Sanctions (refer to Section 3.11 – Alcohol-Related Sanctions)

NOTE: Discipline procedures as they relate to students under the age of 18 can be found in Section 5.2 – Appendix 3: Minors in Residence.)

### 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 choose to bring representation from student advocacy, or residence council to these meetings. Failure to respond to a Notice to Meet within this period will result in a fine.

NOTE: 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 students 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 students 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

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

### 3.4 COLLECTIVE BILLING AND DAMAGES

Communities of students (e.g., a 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, and missing or damaged furniture. Residents responsible for damages will be charged the cost of replacement or repair. All damages will be placed on a resident's account and are expected to be paid within five (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 one (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 Residence Life Coordinators, the Associate Director of Residence Life, or the Director of Student Residences.

### 3.6 COMMUNITY SERVICE 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 Counselling 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 Probation.

### 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.

Probationary status may be extended to the summer term or the next academic year, if the incident occurs close to the end of a term.

### 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 evicted from residence. The resident will be required to vacate their residence room within five to ten (5-10) business/working 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. If the resident has paid all room and meal plan fees at the time of eviction, 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. The Associate Director of Residence Life and / or the Director of Student Residences typically sanction eviction from residence.

### 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*.

Students who have been banned from any student residence on Campus are considered ineligible to live in Student Residence, participate in residence events or be on residence property, while the ban is in place.

### 3.11 ALCOHOL-RELATED SANCTIONS

The following model will be used by Student Residences for incidents 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 at the beginning of 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 Level Two infractions will result in an automatic Level Three violation.
- Any repeat offence following a Level One or Level 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.

### 3.12 APPEAL PROCESS

Residents may appeal sanctions given by Residence Life Staff, Residence Life Coordinators, and Associate Director of Residence Life/Director of Student Residences. Only students registered at the University of Manitoba (which does not include the International College of Manitoba – ICM) are able to appeal at the Local Disciplinary and University Disciplinary Committee levels.

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 except appeals to the University Discipline Committee can be submitted to the Associate Director of Residence Life, the Director of Student Residences. Appeals to the University Discipline Committee must be submitted to the Office of the University Secretary. If the appeal is for a major offence, the resident should enlist the assistance of their elected student council designate or the Student Advocacy Department (please refer to *Student Discipline By-law*).

**Stage 1 Appeal:** An informal written appeal may be submitted to the Director of Student Residences within ten (10) business/working days after receiving a letter of sanction. However, if the Director has been involved in the original disciplinary sanction, including meeting the resident about that incident on their own or with another member of residence life staff, due to a residence life staff shortage/absence or the severe nature of the conduct in question, a stage 1 appeal will be bypassed and the next level of appeal would be to the Student Residences Local Discipline Committee (see below).

**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 Director of Student Residences 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

### 4.0 RESIDENCE INTERNET ACCESS

**Wireless Internet:** All residence buildings contain pervasive Wi-Fi provided by Information Services and Technology (IST). 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/security/policies.html>

**Wired Internet:** If you live in University College Residence (UCR) or Mary Speechly Hall (MSH) and would like to use the wired internet in your room, please contact Residence IT ([it.residence@umanitoba.ca](mailto:it.residence@umanitoba.ca)) to have an in-room DSL modem installed along with the necessary cabling. This equipment must be returned to the front desk in either Arthur V. Mauro (AVM) or University College Residence (UCR) in good, working condition upon your departure. Lost or damage Internet connection equipment (including modem, cables, and the wall jack) will be charged up to \$300.00 for replacement / repairs.

Modems are not required for students living in AVM and PHR to use wired Internet, however students in these buildings will need to provide their own Ethernet cable.

Residents are not permitted to enable Wi-Fi broadcasting on devices that will conflict with or degrade the performance of IST's Wi-Fi in each of the residence buildings.

Examples of devices that will broadcast or are able to broadcast a Wi-Fi signal are: routers, most printers, phones (with hotspot feature turned on), Shaw modems, Bell MTS modems, smart TVs, etc.

Students can pay to subscribe to Shaw or Bell MTS for an Internet connection, but you must turn off the Wi-Fi feature of the modem.

Most Roku devices and smart TV's with Roku built-in are notorious for broadcasting disruptive wireless signals. Do not bring them into residence until you have checked with the Residence Internet Help Desk.

Please contact the Residence Internet Help Desk (204-226-8951) if you are unsure about a device that you wish to bring into residence or if you would like help setting it up.

Regular Wi-Fi scans are done of each building and any student found to have a device broadcasting a Wi-Fi signal may be subject to disciplinary actions.

### 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 COPYRIGHT DISCIPLINE

If the central technology department (IST) is contacted about a copyright violation from a third party, they may contact the resident student directly. IST will determine the disciplinary measures for the violation.

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

### 4.3 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 available 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.

### 4.4 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

## SECTION 5: Appendices

### 5.0 APPENDIX 1: RESIDENCE RATE TABLE

Residence rates for 2020-21 have been approved by the Board of Governors and can be found here [http://umanitoba.ca/sites/default/files/2020-06/res-rate-table-landscape-20-21\\_full-year.pdf](http://umanitoba.ca/sites/default/files/2020-06/res-rate-table-landscape-20-21_full-year.pdf)

### 5.1 APPENDIX 2: EARLY MOVE IN / LATE MOVE OUT

Note: All early move-ins and late move-outs must be pre-approved by our office. Web forms are available on your Residence Application Portal.

**EARLY MOVE IN:** Exceptions to established move-in dates for new and returning residents (see Section 5.4 - Appendix 5: Dates and Deadlines Calendar) are evaluated on a case-by-case basis and are granted subject to availability. Early move-in requests that are granted to a student with a reservation and will be charged for each night's stay prior to the established move-in date at the rate of \$30 per night.

**LATE MOVE-OUT:** Normally, students are required to move out no later than 24 hours after their last scheduled exam. Information is sent out in March to confirm this date for each student. If this date is not confirmed with our office by the move out confirmation deadline (see Section 5.4 - Appendix 5: Dates and Deadlines Calendar) the move out date will be the contract end date as stated in Section 1.3 Occupancy Term Dates.

Students with valid and verified exams/academic commitments beyond the last day of the scheduled exam period (see Section 5.4 - Appendix 5: Dates and Deadlines Calendar) will be permitted to stay in residence subject to availability, but a \$30 per night charge will apply. International students with verified pre-booked flights that depart after the contract end date or their last scheduled exam (whichever comes later) will be charged \$30 per night for each additional night's stay (subject to availability) until the flight departs.

### 5.2 APPENDIX 3: MINORS IN RESIDENCE

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 (which can be found under *Forms and Brochures* on the Student Residences website; <http://umanitoba.ca/housing/>) prior to move in. This form 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. This form becomes obsolete upon the student's 18th birthday.

#### RESIDENCE / ROOM REQUESTS FOR MINORS:

Residents under the age of 17 (at the time of move-in) will most likely be assigned to (not be able to freely select) a room and building that allows for appropriate residence life supervision.

#### INTERNATIONAL STUDENTS - MINORS:

International students under the age of 17 are required to have a designated Local Guardian who lives in Winnipeg or the surrounding area and who must be at least 25 years of age. This local guardian is the person who will be contacted in the event of an emergency or for disciplinary issues. The name, phone number, and email address of this local guardian must be provided to the Student Residences office prior to the student moving in.

#### DISCIPLINE PROCEDURES FOR MINORS:

Enforcement of Residence rules and sanctions for infractions are outlined in Section 3 of the Student *Residence Contract*. However, when the incident involves a student under the age of 18, depending on the severity of the infraction, there may need to be some communication between Student Residences and the parent/guardian.

The following process has been developed to ensure that all parties understand the process that will be undertaken, should the need arise for disciplinary action.

1. The Residence Community Standards and Guidelines are listed in Section 2 of the *Residence Contract*. Violations of these Standards, or actions that contribute to the violations of these Standards may result in disciplinary action.
2. Infractions will result in a disciplinary meeting with a member of the Residence Life Staff. Depending on the severity of the infraction, some of the possible outcomes include a verbal warning, written warning, fine, the student being put on Residence Probation, and eviction (for a list of potential discipline outcomes please see Section 3 of the *Residence Contract*).
3. If the resident receives a verbal warning for a minor incident, confidentiality will remain intact between the student and Student Residences, providing the student an opportunity to learn a life lesson and to correct his/her behaviour.
4. If the infraction is more severe, there are repeated infractions, or the behaviour poses a health or safety risk to him/herself or their community, the incident(s) may be communicated with the parent/guardian. This communication may include a phone call, email, and/or a copy of the Discipline Letter. If the communication is taking place because of multiple incidents—all incidents up-to-

date may be shared with the parent/guardian at the discretion of the Director of Student Residences/Associate Director of Residence Life.

5. If the offence leads to Residence Probation, a copy of the Discipline Letter will be shared with the parent/guardian. The Student will be given the opportunity to make a phone call from the Student Residences office with the attending Student Residences staff member present to inform the parent/guardian of the incident and the forthcoming letter.
6. Should the infraction(s) lead to an eviction and termination of the *Residence Contract*, the parent/guardian will be notified as soon as possible after investigation and discussion of eviction with the student has taken place. The student will be given the opportunity to contact his/her parent/guardian immediately following the discussion. This phone call will take place from the Student Residence office with the attending Student Residence staff member present. If the student does not wish to contact their parent/guardian, the attending Student Residence staff member will make the phone call.

### 5.3 APPENDIX 4: ALCOHOL AWARENESS AND POLICIES

#### ALCOHOL AWARENESS

Residents who choose to consume alcohol are expected to do so in a safe and responsible manner. The Student Residences office has implemented an Alcohol Awareness Program to educate residents and encourage responsible consumption. This is achieved through presentations, posters, and related events directed at all students. Participation by students concerned for their own safety and that of their friends will contribute to the success of the program.

#### 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 and Gaming Control Act:

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

## 5.4 APPENDIX 5: DATES AND DEADLINES CALENDAR

Important deadlines can change from time-to-time, please refer to our website for further information.

- <http://umanitoba.ca/housing>

### SEPTEMBER 5

9:00 AM Residence Move-In

11:00 AM Residence Dining Hall opens

### SEPTEMBER 9

First Day of Classes for Most  
Faculties/Schools

### SEPTEMBER 18

**DEADLINE:** Meal Plan Changes

### OCTOBER 2

**DEADLINE:** Term 1 Residence Payments  
(Fall Term)

### OCTOBER 12

Thanksgiving Day • No Classes

### NOVEMBER 11

Remembrance Day observed • No Classes

### NOVEMBER 9-13

Fall Term Break • No Classes

### DECEMBER 11

Term 1 Last Day of Classes

### DECEMBER 12-23

Exam Period

### DECEMBER 23

Last Day for Fall 2020 Meal Membership

8:00 PM Residence Dining Hall Closes

### DECEMBER 24 - JANUARY 4

Holiday Period (University Closed)

*2021 DEADLINES AND DATES SUBJECT TO  
CHANGE*

*-CHECK WEBSITE FREQUENTLY FOR  
UPDATES.*

### JANUARY 5

9:00 AM

Winter Term Residence Move-In

First Day of January 2021 Meal  
Membership

### JANUARY 18

Winter Term starts in most Faculties /  
Schools

### JANUARY 19

**DEADLINE:** Meal Plan Changes

### FEBRUARY 10

**DEADLINE:** Winter Term Residence  
Payment

### FEBRUARY 15

Louis Riel Day • No Classes

### FEBRUARY 16

Returning Residence Students'  
Applications Accepted

### FEBRUARY 16-19

Reading Week • No Classes

### FEBRUARY 18

Summer Lease Applications Accepted

### MARCH 1

**DEADLINE:** Returning Residents Lottery  
Applications

### MARCH 26

**DEADLINE:** Move-Out Confirmation

### APRIL 14

Winter Term Last Day of Classes

### APRIL 2

Good Friday • No Classes

### APRIL 19 - MAY 1

Winter Term Exam Period

### APRIL 22

**DEADLINE:** Returning Residents Deposit  
for Fall

### APRIL 23

Default Move-Out Date

### MAY 1

Last Day for Meal Memberships

1:30 PM Residence Dining Hall Closes

### MAY 3

Summer Move-In

## IMPORTANT CONTACT INFORMATION

### Student Residences General Offices

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 pm - 5 am)

Arthur V. Mauro Residence .....	204-474-9922
Mary Speechly Hall/Pembina Hall Residence .....	204-797-3970
University College Residence.....	204-797-3969

### 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
Shaylene Fox, Financial Coordinator .....	204-474-9464
Lorelei Scott, Assignments and System Specialist.....	204-474-9126
Amanda Halayko, Occupancy Coordinator .....	204-480-1415
Montana Quiring, IT Systems Administrator .....	204-474-8694
Bruce Mahaffy, Facilities Coordinator .....	204-474-8331

### Residence Life Coordinators (RLCs)

Jessica Dearborn, RLC (Arthur V. Mauro Residence & Mary Speechly Hall)...	204-272-1684
Alexandria Lem, RLC (Pembina Hall Residence).....	204-272-1648
Vacant (University College Residence) .....	204-474-9562

### Student Residences website:

[umanitoba.ca/housing](http://umanitoba.ca/housing)