

Winter Residence Contract

Student Housing and Hospitality Services

SIMILKAMEEN PLACE
MONASHEE PLACE
VALHALLA
KALAMALKA
NICOLA
CASSIAR
PURCELL
CASCADES

2019.2020



THE UNIVERSITY OF BRITISH COLUMBIA

Student Housing and Hospitality Services

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UBC Okanagan Campus Winter Residence Contract 2019/2020

INTRODUCTION

This Contract applies to the following residences of the Okanagan campus of the University:

- Similkameen Place
- Valhalla, Kalamalka, Nicola, Cassiar, Purcell
- Monashee Place
- Cascades

Students who wish to reside at residence with their children are not eligible for the residences governed by this Contract.

This document is important. This is a legally binding agreement between you and the University. The basic terms of your agreement are outlined in the Acceptance of Residence Contract page created during your on-line acceptance process. This document, the Acceptance of Residence Contract page created during your online offer acceptance process, and the Contract Confirmation, ID and Emergency Contact Card comprise the contractual agreement between you and the University (referred to as the “Contract”). It defines the policies and regulations governing the offer of housing and the terms and conditions of accepting residence in the student residences managed by Student Housing and Hospitality Services.

SUMMARY OF CONTRACT

Section 1.0 Administration

This section outlines administrative requirements, procedures and important deadlines. The information contained here will answer many of your questions. For other questions or clarifications, please refer to <https://www.housing.ubc.ca>, or contact the Residence Life Manager or Student Housing and Hospitality Services in the Nicola Residence (contact information is listed in Appendix I of this Contract).

Sections 2.0 Residence Life and 3.0 Residence Standards and Regulations

These two sections of this Contract define the standards of behaviour required of all residents and their visitors while present on or about all residence property (which includes but is not limited to all residence buildings operated by Student Housing and Hospitality Services including their parking lots, and surrounding grounds), and during all residence-related events, even if the events occur off campus. Living with others in a residence is different from living in a private apartment or house. What you may feel comfortable with in private may not be safe or appropriate in a shared residential environment that has a mandate to support the University’s academic mission.

Section 4.0 UBC Food Services

Students who reside in Similkameen Place, Valhalla, Kalamalka, Nicola, Cassiar, or Purcell residence are required to purchase a residence meal plan, each of which are referred to in this Contract as a “Residence Meal Plan.” The Food Services section of this Contract outlines the costs, options, and payment schedule for Residence Meal Plans, and rules of conduct in the dining rooms.

Part 1 ADMINISTRATION

Interpretation of Terms

In this Contract:

the resident will be referred to as “you,” or “your,” “resident,” “residents,” “student” or “students”;

“your accommodation,” “the accommodation” and “your room” refer to the room identified on your Contract Confirmation, ID and Emergency Contact Card, as may be amended from time to time in accordance with the terms of this Contract and, in particular:

If you live in a studio or one-bedroom apartment, it refers to your entire living space; and

If you live in shared accommodation, it refers to your room and the living area you share with other residents. The living area that you share with other residents, together with your room and every other resident's room is also referred to as your "unit";

"Acceptance of Residence Contract Page" means the web page entitled Acceptance of Residence Contract created during your on-line acceptance process.

"guest" refers to your designated roommate (if applicable) and anyone who you accompany on, invite, accept or admit to the residence property (which includes but is not limited to all residence buildings operated by Student Housing and Hospitality Services, parking lots and surrounding grounds);

An "assessment" means a bill for an amount, determined by the University, that you owe to the University on account of one or more of the following: any damage to, repair of or loss of University property (including your keys) or extraordinary service, cleaning, administrative or other costs you, your designated roommate or your guests cause to University residence facilities whether through accident, neglect or intent;

"fees" means the residence fees plus all other sums, amounts, charges and monies payable by you to the University pursuant to this Contract, including, without limitation, all Residence Meal Plan fees (see Section 4.0 and Appendix IV), if applicable, assessments, costs, interest and amounts owing as a result of any breach of this Contract;

"Move-In Date" means the date identified as such on your Acceptance of Residence Contract Page and the Contract Confirmation, ID and Emergency Contact Card, unless otherwise agreed in writing by you and an authorized representative of UBC Student Housing and Hospitality Services;

"Move-Out Date" means the date identified as such on your Acceptance of Residence Contract Page and the Contract Confirmation, ID and Emergency Contact Card, unless otherwise agreed in writing by you and an authorized representative of UBC Student Housing and Hospitality Services;

"residence property" means all residence buildings as well as the surrounding property, parking lots, and other facilities managed by Student Housing and Hospitality Services. The boundaries of the residence property are delineated on a map found at <https://okanagan.housing.ubc.ca/residence-property>.

"Residence fees" mean the residence fees applicable to your accommodation, as set out in Appendix IV, which for greater certainty, include utilities and Shaw Internet; and

"University" and "UBC" mean The University of British Columbia. Student Housing and Hospitality Services is a department of the University and has the power and authority to act on behalf of the University in respect of this Contract. References to Student Housing and Hospitality Services refer to the University, acting through Student Housing and Hospitality Services.

In the calculation of days in this Contract (for example - where five (5) days' notice must be given), the first day will be excluded and the last day included.

1.01 Binding Contract

By clicking "Accept" on the Acceptance of Residence Contract page created during your online offer acceptance process, you have accepted an offer from the University for accommodation in a student residence managed by Student Housing and Hospitality Services. By accepting this offer you have confirmed that you agree to comply with the terms and conditions outlined in this Contract.

Prior to moving into your accommodation you must:

- fill out and sign the Contract Confirmation, ID and Emergency Contact Card and provide photographs requested by Student Housing and Hospitality Services and;
- provide payment of the residence fees by the due date indicated in Section 1.12 of the Contract.

Even if you omit a step in the acceptance or move-in process, you agree that taking possession of validly offered accommodation establishes a contract between you and the University on the terms and conditions set out in this Contract.

1.02 Contract Term

The Contract term commences at 9 am on the Move-In Date and ends at 12 noon on the Move-Out Date by which time you must have vacated and surrendered your accommodation to the University.

As set out on your Contract Confirmation, ID and Emergency Contact Card, your accommodation occurs within one of the following sessions (each, a “Session”):

- Term One Session only; or
- Term Two Session only; or
- Winter Session (which is equivalent to Term One and Term Two).

These sessions take place during the dates shown in the table below.

If after you to accept this Contract for the Winter Session you are permitted pursuant to the criteria in Section 1.08 to change your Session to a Term One Session, or a Term Two Session, then, you are required to vacate and surrender your accommodation to the University for the revised Session in accordance with this section 1.02.

SESSION	COMMENCEMENT DATE	RESIDENCE CLOSED DURING WINTER HOLIDAY BREAK	MOVE-OUT DATE
Term One Session	September 1, 2019	N/A	December 18, 2019
Term Two Session	January 5, 2020	N/A	April 30, 2020
Winter Session	September 1, 2019	December 18, 2019 (noon) through January 5, 2020 (noon). See Section 1.03 for Information.	April 30, 2020

1.03 Residence Closure—Winter Holiday Break

If you reside in Similkameen Place, Valhalla, Kalamalka, Nicola, Cassiar, Purcell, Monashee Place or Cascades and have accepted accommodation for the Winter Session, please note that your residence will be closed during the winter holiday break. You must vacate your accommodation in accordance with section 1.02 unless written permission is received from the Residence Life Manager.

The holiday break closure commences at 12 noon on December 18, 2019 and ends at 12 noon on January 5, 2020. During this period you are not permitted to access your accommodation, nor are you permitted in any of the Similkameen Place, Monashee Place, Valhalla, Kalamalka, Nicola, Cassiar, Purcell or Cascades residence buildings. You are permitted to leave your possessions at your accommodation. If you fail to vacate your accommodation during this period then you are in breach of this Contract and the University will pursue its remedies pursuant to Section 1.15.

1.04 Designated Roommate

If you wish to reside in residence with your children you are not eligible for the residences governed by this Contract. You are not permitted to have any other person reside in your accommodation except as follows.

If your accommodation is a studio or one-bedroom unit you may invite a maximum of one additional person to be your designated roommate provided that person meets the minimum age requirements for your residence.

You acknowledge that the person indicated in the Additional Occupant/Designated Roommate section of the Contract Confirmation, ID and Emergency Contact card is the person you wish to have approved as your designated roommate by Student Housing and Hospitality Services.

Your designated roommate is not entitled to reside in the accommodation unless you reside there at the same time. Your designated roommate must be approved in advance by Student Housing and Hospitality Services and is not entitled to move into your accommodation prior to receiving such approval.

You are completely responsible for your designated roommate's compliance with all conditions of this Contract. The behaviour of your designated roommate could result in you receiving standards points or any other sanction, or may result in a breach of this Contract leading to you and your designated roommate being evicted. The failure of your designated roommate to participate in and comply with any University investigation required pursuant to this Contract, including without limitation, for Sexual Misconduct, may result in you and your designated roommate being evicted. This is so whether or not you participated in, condoned, or were aware of your designated roommate's behaviour. You agree that no other persons shall reside in your accommodation without the prior written consent of the University. You agree to advise the University in writing within ten days of a change in designated roommate or of your designated roommate ceasing to reside in the accommodation. You acknowledge and agree that this Contract is with you alone and there is no contract between the University and the designated roommate. When you vacate the accommodation your designated roommate must vacate at the same time. Student Housing and Hospitality Services may at any time, in its absolute discretion, require that your designated roommate cease to occupy your accommodation and your designated roommate's failure to comply with an order to vacate your accommodation is a breach of this Contract, enabling Student Housing and Hospitality Services to pursue remedies against you pursuant to Section 1.15.

1.05 Mandatory Meal Plan

If you reside in Similkameen Place, Valhalla, Kalamalka, Nicola, Cassiar, or Purcell purchasing one of the Residence Meal Plans described in Section 4 and Appendix IV of this Contract is mandatory. The purchase of a Residence Meal Plan is part of your Acceptance of Residence Contract.

1.06 Shaw Internet Agreement

In Similkameen Place, Valhalla, Kalamalka, Nicola, Cassiar, Purcell, Monashee Place and Cascades, the University will provide computing network access to your accommodation through an arrangement with Shaw Internet Service as part of your residence fees. This may be through wireless or wired connectivity, or both depending on your accommodation. If you use the Shaw Internet service, you agree to abide by the conditions outlined in the *Shaw Terms of Use Agreement and the Shaw Acceptable Use Policy* (<https://www.shaw.ca/legal/terms-of-use/#section4>). You also agree to abide by the University's *Acceptable Use and Security of UBC Electronic Information and Systems* policy (<https://it.ubc.ca/services/security/ubc-information-security-office/security-policies>), as amended from time to time.

1.07 Type of Contract

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

1.08 Eligibility

1. Age Criteria

Unless you are otherwise authorized in writing by Student Housing and Hospitality Services, you must be 19 years of age by December 31, 2019 to reside in a studio unit or a one-bedroom apartment in Monashee Place.

2. Term One Session or Term Two Session Criteria

Residents are generally required to contract for accommodation for the full Winter Session. You are not permitted to contract for the Term One Session or Term Two Session unless you can substantiate to the satisfaction of Student Housing and Hospitality Services that you meet the following criteria:

- a) If you apply for the Term Two Session, your academic studies at the University will commence or resume at the beginning of Term Two; or
- b) if you apply for the Term One Session, you will not be at the University for the Term Two Session due to either: graduation at the end of Term One, or a University-related academic pursuit that requires your absence from campus. Examples include, but are not limited to, absences due to co-operative education placements or an exchange to another university; or
- c) in the opinion of the Manager, Residence Administration there are compelling reasons to allow you to reside for only the Term One Session or Term Two Session.

3. Academic Criteria

To remain eligible to reside in student housing you must:

- a) if your Contract Session is the Term One Session or Term Two Session:
 - i. be and remain registered in a minimum of nine (9) UBC undergraduate credit courses per term during the 2019-2020 Winter Session; Notwithstanding the above, distance education courses that do not require classroom attendance on the UBC Okanagan campus cannot be included in the calculation of credits; or
 - ii. be and remain registered in a full-time graduate program in the College of Graduate Studies; or
 - iii. have been granted permission in writing from the Manager, Residence Administration.
- b) if your Contract Session is the Winter Session:
 - i. be and remain registered in at least 18 credits of undergraduate course work (consisting of at least nine (9) credits per term) during the 2019–2020 Winter Session; Notwithstanding the above, distance education courses that do not require classroom attendance on the UBC Okanagan campus cannot be included in the calculation of credits; or
 - ii. be and remain registered in a full-time graduate program in the College of Graduate Studies; or
 - iii. have been granted permission in writing from the Manager, Residence Administration, Okanagan.

1.09 Assignment Policy

The University will not discriminate in room or unit assignments on the basis of race, colour, religion, place of origin, ancestry or sexual orientation.

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

The University reserves the right, without notice, to assign/change roommates, to change accommodation assignments and/or to consolidate vacancies by requiring you or other residents to move from one accommodation to another. This may include requiring you to move to a different residence area, floor, building or different type of room or unit. If this happens to you, you are required to pay the residence fees stipulated for the new accommodation and Meal Plan if applicable.

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

1.10 Compliance with Laws etc.

You agree to the terms of this Contract and to abide by all federal, provincial and local government laws, regulations and bylaws, University rules, regulations, policies and procedures, including but not limited to those issued from time to time, by Student Housing and Hospitality Services. To the extent that there is any discrepancy between matters dealt with both in this Contract and any other publication of Student Housing and Hospitality Services, the provisions of this Contract shall prevail.

1.11 Contract Changes

Changes may not be made to the terms of this Contract without the written permission of the Director, Business Operations, Okanagan, or his or her designate. During the term of the Contract, the University may unilaterally change or delete any provision of this Contract or add provisions to this Contract (each, a change) by sending you an email notification to the email address you have provided to the University through the *Student Service Centre* (<https://ssc.adm.ubc.ca/sscportal>), or by written notification delivered to your accommodation, or by posting a notification in the building in which your accommodation is located. 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, however, that changes may be implemented immediately when, in the opinion of the Director, Business Operations, Okanagan, the health or safety of any person may be adversely affected by a delay.

1.12 Rates and Payment

You agree to pay the residence fees which are outlined in Appendix IV and Residence Meal Plan fees (if applicable) which are outlined in Appendix IV. You may either pay the entire amount due or pay the residence fees and Residence Meal Plan fees in instalments, in the amounts and on the dates outlined in Appendix IV. If you choose to, or are required to, change your accommodation you will be required to pay the fees stipulated for the new accommodation, including the Residence Meal Plan, if applicable.

- Failure to pay the first instalment of residence fees by or on the date it is due will lead to forfeiture of your accommodation assignment.

Charges for residence fees and residence meal plan fees will continue until you complete the contract termination and check-out process in section 1.14.

See Section 4.0 of this Contract for Residence Meal Plan information.

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

- Post-dated cheques will not be accepted.
- A \$35 service charge will be levied on all cheques returned by your financial institution for any reason.
- You will pay all fees that may be imposed by the University from time to time in respect of failed electronic financial transactions, including, without limitation, electronic funds transfers and Interac transactions where, after initial processing, the transaction is cancelled or voided due to insufficient funds.
- Late payments may not be accepted. If a late payment is accepted, it will be subject to a late payment fees as follows:
 - » first late payment - \$25
 - » second late payment - \$35
 - » third late payment - \$50
 - » fourth and any subsequent late payments - \$75

1.13 Cancellation of the Residence Contract Prior to Move-In Date

You may cancel this Contract before the Move-In Date by paying the cancellation fees and following the procedures outlined in Appendix III that are applicable to your Contract Session.

1.14 Termination of the Residence Contract On or After Move-In Date by the Resident

1. You may only terminate this Contract on or after the Move-In Date if you:
 - a) pay the Termination Fee applicable to your contract type; and
 - b) complete the Student Housing and Hospitality Services Online Contract Cancellation Request process; and
 - c) complete the check-out procedures at the Housing Office.

If you wish to terminate this Contract but do not complete the steps outlined above, this Contract will continue in force and you will be charged residence fees and Residence Meal Plan fees (if applicable) until the earlier of:

- the date you return all assigned keys to the Housing Office, submit an online cancellation form, and have removed all personal possessions from your accommodation; or
- the date Student Housing and Hospitality Services deems you to have abandoned your accommodation (which may take weeks or months); or
- your Move-Out Date.

See Section 4.06 of this Contract for information about withdrawing from a meal plan and refunds.

For greater certainty, this section applies regardless of whether you have actually moved into your accommodation (i.e. even if you do not check-in).

2. If you have contracted for the Winter Session the applicable Termination Fee is the lesser of:
 - a) 25% of the total residence fees applicable to your Session and your accommodation type as outlined in Appendix IV; or,
 - b) the remainder of the residence fees applicable to your Session and your accommodation type owed from the date you complete the check-out procedures at the Housing Office until the Move-Out Date.

3. If you have contracted for the Term One Session or Term Two Session the applicable Termination Fee is the lesser of:
 - a) 50% of the total residence fees applicable to your Session and your accommodation type as outlined in Appendix IV or;
 - b) the remainder of the residence fees applicable to your Session and your accommodation type owed from the date you complete the check-out procedures at the Front Desk until the Move-Out Date.

4. There are two circumstances (outlined in subsection 4(a) and 4(b) below in which the University will exempt you from paying the Termination Fee:
 - a) you are: an undergraduate student or graduate student in the UBC College of Graduate Studies and a resident for the Winter Session and you choose to:
 - i. graduate at the end of Term One; or
 - ii. move out of residence in order to participate in one of the following activities:
 - a UBC co-op work placement in Term Two,
 - a UBC student exchange program in Term Two, or
 - a teaching practicum for the UBC Faculty of Education in Term Two.

In these circumstances, to be exempted from paying the Termination Fee, you must do both of the following:

- complete and submit an online contract cancellation request and submit documentation satisfactory to Student Housing and Hospitality Services that confirms your eligibility to graduate, or otherwise your participation in the co-op work placement, exchange program enrolment, or education practicum, by October 31, 2019; and
- vacate your room by the end of Term One (December 18, 2019) or such other date approved in writing by Student Housing and Hospitality Services.

For greater certainty, failure to give notice by October 31, 2019, even if you do vacate by December 18, 2019, will result in the resident being charged the Termination Fee.

- b) you are: a graduate student enrolled in the UBC College of Graduate Studies, and a resident for the Winter Session and you anticipate that your *Program Completion and Closure Date* (defined below) will occur during the Term.

In these circumstances, to be exempted from paying the Termination Fee, you must do both of the following:

- complete and submit an online contract cancellation request at least two months prior to the last day of the month in which your anticipated *Program Completion and Closure Date* falls, that identifies a move-out date that is on the last day of the month in which your anticipated *Program Completion and Closure Date* falls;
- submit documentation satisfactory to Student Housing and Hospitality Services that confirms your anticipated *Program Completion and Closure Date*; and
- vacate your room by the move-out date indicated on your contract cancellation request.

For example, if you expect that your *Program Completion and Closure Date* will be some time in November, you must submit a contract cancellation request and the required confirmations by September 30, and depart on November 30.

In this section, “*Program Completion and Closure Date*” means the date the University considers your academic program to be concluded. Note, this is different from the date of your convocation.

Acknowledging that your *Program Completion and Closure Date* may be unpredictable, Student Housing and Hospitality Services encourages you to give yourself sufficient time to fulfil your program completion and closure requirements. If you’ve submitted a contract cancellation request and you then come to expect that your *Program Completion and Closure Date* will not occur until after the move-out date indicated on your contract cancellation request, please notify Student Housing and Hospitality Services immediately. Student Housing and Hospitality Services will make all reasonable efforts to allow you to remain in your accommodation (no later than the end of the Winter Session), and if that is not possible, Student Housing and Hospitality Services will offer you alternative

accommodation, if available, on a short-term basis. The alternative accommodation may not be in your current residence, and, in any case, the terms and conditions, including fees, will be those applicable to that alternative accommodation.

For additional information about the documentation that Student Housing and Hospitality Services will find satisfactory to demonstrate your eligibility to graduate, complete your graduate program, or otherwise participate in a UBC co-op work placement, exchange program enrolment, or Faculty of Education practicum please see Appendix V.

1.15 Termination of the Residence Contract by the University

If at any time:

1. you fail to pay when due any of the fees stipulated in this Contract;
2. you fail to pay when due any assessments assessed pursuant to the terms of this Contract;
3. the University becomes aware that the offer of accommodation made to you was based upon incorrect information or a mistake as to your eligibility for residency in your accommodation;
4. you no longer meet the eligibility requirements for residency in your accommodation;
5. the Manager, Residence Administration has revoked the approval previously given pursuant to Section 1.08(2)(c) or Section 1.08(3)(a)(iii) or Section 1.08(3)(b)(iii) for you to reside in residence;
6. you have failed to pay, when due, monies owed to Student Housing and Hospitality Services with respect to matters other than this Contract;
7. you have violated University rules, policies or procedures and/or the residence standards and regulations as stated in Sections 2 and 3 of this Contract as they may be amended from time to time;
8. you fail to provide the requested recent photographs and other information required to complete the Contract Confirmation, ID and Emergency Contact Card; or
9. you breach any provision of this Contract;

then, in addition to any other available remedies, the University may, without notice, terminate this Contract, re-enter and take possession of your accommodation, remove you and all other persons and property and use such force and assistance as the University deems necessary to take possession of the accommodation.

In the event of termination of this Contract and eviction, you will remain indebted for any fees, including assessments, accrued pursuant to the terms of the Contract and any that may arise:

- from your occupation, use of or departure from your accommodation or any residence building;
- due to the cost of cleaning or repairing your accommodation including the cost of storing and disposing of any possessions left in the accommodation; or otherwise from your failure to comply with the terms of this Contract, including, for greater certainty, fees for the balance of the Contract term remaining after your eviction. In most cases, this amount will exceed the Termination Fee payable in accordance with Section 1.14.

1.16 Overholding

If you remain in occupation of your accommodation after the Move-Out Date or your eviction date, no new right of occupation is thereby created and the University may, without notice, re-enter and take possession of your accommodation, remove you and all other persons and property and use such force and assistance as the Landlord deems necessary to retake possession of your accommodation. In this situation, purported residence fee payment(s) processed through the University's online payment process shall not be effective to create any new or continued right of occupation unless such right of occupation and receipt of payment are expressly agreed to in writing by the Director, Business Operations. If the Director, Business Operations, has provided such written agreement then any right of occupation that is thereby created shall be for the period contained in such approval, at the residence fees previously payable for your accommodation and subject to the terms of this Contract, as applicable for the occupancy period.

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

1.17 Vacating Your Accommodation

Vacating your accommodation means: completing the check-out procedures at the front desk, returning all keys to the front desk and removing all persons and personal possessions from your accommodation no later than 12 noon on the Move-Out date applicable to your contract term (see section 1.02 - Contract Term).

If you fail to provide vacant possession when required pursuant to this Contract, then in addition to the University's other remedies, you will pay all the University's costs arising from such failure to vacate including, without limitation, the cost to the University incurred to clean your accommodation and to provide hotel and meals for the incoming resident who is scheduled to take possession of your accommodation.

You acknowledge that in the case of any of your or any of your guest's personal property remaining in your accommodation after the termination of this Contract (whether by expiry, early termination or abandonment), the University will remove and dispose of your and your guest's personal property without compensation to any person. You agree that the University will be under no obligation to store any such belongings remaining in the accommodation or to sell them or otherwise recover their value. In the event the University chooses to store any property left in your accommodation you are responsible for the University's cost of doing so, and any subsequent disposal costs.

1.18 Abandoned Accommodation and Personal Property

Your accommodation and your and any of your guests' personal property may be deemed by the University to be abandoned when:

1. a substantial amount of your personal property is removed and your residence fees are unpaid after the date that they are due; or
2. your residence fees remain unpaid after the date they are due and the University has not received a response from you for a period of 14 days after sending you a notice.

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

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

1.19 Assignment and Unauthorized Occupancy

You alone, and, if expressly permitted pursuant to this Contract, your designated roommate, may occupy your accommodation. This Contract and your accommodation cannot be assigned, "sublet," lent or otherwise shared with another person without the prior written authorization of the University. Without limiting the foregoing, allowing people to stay in your accommodation through the use of short term rental services (for example: Airbnb) is not permitted even if you are also present in the accommodation at the same time. This is so even when money or other consideration is not exchanged. The University's authorization is exercised by the University in its absolute discretion and may be withheld or withdrawn for any reason. Unauthorized assignment, "subletting," sharing or lending is a breach of this Contract and will result in the eviction of the other person(s) occupying or sharing your accommodation and may result in the University evicting you.

1.20 University's Performance

The University, inasmuch as it is within the University's control, will provide the accommodation pursuant to the terms and conditions stated in this Contract.

To the extent that the University is unable to fulfil, or is delayed or restricted in fulfilling, its obligations under this Contract by any cause beyond its control, the University shall be relieved from the fulfilment of its obligations during that period and you shall not be entitled to any reduction in fees or compensation as a result thereof.

Without restricting the generality of the foregoing, the University shall not be responsible for:

- failing to meet its obligations under this Contract due to a strike by its employees, a lock-out of employees by the University, or any other form of job action or labour unrest, acts of God including fires, floods, storms, earthquakes; intervention by civilian or military authorities, acts of war, acts of terrorism,

- public, health emergencies, utility failures, whether localized, national or international, or new or amended federal, provincial or local government laws, regulations, bylaws or policies; or
- the failure to provide any utility to the accommodation, or a reduction in the quality or quantity of a utility, whether such utility is provided by the University, or by third party providers.

1.21 Liability

The University is not responsible for property belonging to you or any of your guests which is lost, stolen or damaged in any way, regardless of cause, whether or not this may occur in your accommodation or 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 guests while in or about the residence property or the University campus or while engaged in activities organized or sponsored by the University. Without limiting the generality of the foregoing, the University shall not be responsible for injury, damage or loss to you or your guests due to:

- the use of residence facilities and equipment, including but not limited to exercise equipment, sports equipment, barbecues, ball hockey and basketball courts;
- taking part in socials, dances, plays or other organized or sponsored activities; and
- taking part in organized or sponsored off-campus activities including ski trips and tours.

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

1.22 Insurance

The University carries insurance for its own benefit (see Risk Management Services <http://riskmanagement.ubc.ca/insurance> for more information). The University does not provide you with general insurance, liability insurance or property insurance for your personal belongings. The University strongly advises you to obtain a residential insurance policy that covers:

1. loss of personal property situated in your accommodation or elsewhere on the residence property including, without limitation, storage rooms;
2. liability for loss or damage to the property of others (including UBC's property); and
3. liability for personal injury to others.

Insurance may be available as an extension of your family's home insurance policy, or you can obtain your own insurance package. See Appendix II for more information.

1.23 Damages and Costs

You agree to pay for damages, lost property or extraordinary service or administrative costs you, your designated roommate or your guests cause to University residence facilities whether through accident, neglect or intent. See Appendix II for more information about assessments.

All residents of a floor or unit may be assessed for cleaning, damages, lost property or extraordinary service costs where the person(s) responsible cannot be ascertained by the University but where the damages, lost property, or excessive mess were reasonably believed by Student Housing and Hospitality Services to be caused by one or more residents of a floor or unit. Where charges and costs have not been paid by the specified date, a late fee will be added.

Failure to pay assessments may result in the relocation of you or other resident(s) to another floor or unit, denial of future residence assignment or eviction from residence. To appeal an assessment you must follow the written appeal procedure outlined on the assessment form. Appeals will only be considered if you are not in arrears for any other fees, charges or amounts owed to Student Housing and Hospitality Services.

1.24 Denial of Other University Services

In addition to any other remedies available to it pursuant to this Contract or at law, the University may, pursuant to *University Policy 67* (<https://universitycounsel.ubc.ca/policies/index/>), suspend your student privileges and deny

you student services if any fees, assessments, or other monetary amounts owing pursuant to this Contract remain unpaid by you either during the term of this Contract or after its termination or conclusion for any reason.

1.25 Room Entry

1. Authorized personnel of the University may enter **your accommodation**, without prior notice, for any of the following reasons:
 - to ensure the health and safety of any member of the community;
 - to investigate or take action to address an ongoing source of disruption or nuisance to the community;
 - to make emergency repairs to your accommodation or to investigate the need for urgent repairs to any portion of the residence property;
 - to make repairs to your accommodation that have been requested by you or a previous occupant;
 - to inspect for pests as described in Section 1.33 (Pest Treatment);
 - where it is believed you are in breach of a material term of this contract, for the purpose of investigating that breach,
 - you have granted them permission to enter;
 - the University believes you have abandoned or vacated the accommodation; or
 - to provide access to emergency responders, including police, to ensure the health and safety of any member of the community.
2. Authorized personnel of the University may enter the common area of shared accommodation without prior notice to:
 - access accommodations for any of the reasons in section 1.25 (1) above;
 - deliver a written notice or communication to the bedroom door of a resident occupying the shared unit;
 - make requested repairs to the bedroom of a resident occupying the shared unit; or
 - to deliver the housekeeping services described in Section 1.31 (Housekeeping);
3. A minimum of 24 hours' notice will be given to enter your accommodation for reasons other than those identified in sections 1.25 (1) or (2), including but not limited to:
 - to inspect the condition of your accommodation or shared living space, other than in situations described in section 1.25 (1) or (2);
 - to renovate, alter or make repairs or deliveries which in the sole discretion of the Landlord are necessary or desirable;
 - to deliver the service and treatment described in Section 1.33 (Pest Treatment)

1.26 Arrivals

You may check into residence at the Housing Office after 9 am on the Move-In Date. Residents may not arrive earlier than the Move-In Date unless they qualify under Section 1.27 below.

1.27 Early Arrivals

Written permission to arrive early may be permitted in certain limited circumstances. Please contact Student Housing and Hospitality Services for more information.

1.28 Late Arrivals

If you plan to arrive more than five (5) days after your Move-In Date, you must notify Student Housing and Hospitality Services in writing. If you do not move into your accommodation within five (5) days of your Move-In Date, this Contract will be cancelled and your accommodation will be reassigned without further notice.

1.29 Delivery of Personal Property

The University will not accept personal property delivered anywhere on the residence property prior to your arrival. You are required to make arrangements to have all personal property held in storage off campus until you have checked into residence. After you have checked into residence the University will accept delivery of items to the Residence Front Desk provided always that the Residence Front Desk Staff will not accept:

- packages that require payment for delivery, customs, taxes or other fees;
- furniture, appliances or other large or heavy objects or equipment;

- items that in the opinion of the Front Desk Staff are dangerous or illegal or otherwise pose health hazards;
- items that in the opinion of the Front Desk Staff are impractical to store in the storage facilities at the Front Desk.

It is your responsibility to confirm in advance whether Front Desk Staff will accept any particular item and you are responsible for any costs associated with the refusal of Front Desk Staff to accept items. The University does not accept any responsibility for the safekeeping of items delivered to the Front Desk or otherwise delivered to the residence property, even when signed for or accepted at the Front Desk.

1.30 Non-residence furniture and appliances

Residence rooms and shared units are furnished. Additional furniture and appliances are not permitted to be placed in your room or common areas of your accommodation without prior written authorization from the Residence Life Manager (see Appendix I for Residence Life Manager contact information). This includes space heaters, microwaves, dishwashers and refrigerators/freezers. While small pieces of furniture (i.e.: bookshelf, end table) will typically be authorized, pieces larger than 3.3' x 3.3' x 3.3' (e.g.: sofa, bureau, et cetera) are prohibited. Further, in Similkameen Place, Valhalla, Kalamalka, Nicola, Cassiar and Purcell residences, only furniture supplied by Student Housing and Hospitality is permitted in common areas. Costs associated with removing additional furniture or appliances will be assessed as outlined in Section 1.23 (Damages and Costs). For more information regarding permitted furniture and appliances please see <https://okanagan.housing.ubc.ca/residence-life/moving-in/what-should-i-pack>.

1.31 Housekeeping

Following check-in you have seven (7) days to complete a “room inventory and condition” report available via the Online Service Centre at <https://secure.housing.ubc.ca>. This will create a report regarding the condition of your accommodation (i.e. any existing damage), and the condition of and/or any missing inventory items. After your departure the room and common areas and their contents will be inspected. Any missing items, damage not documented on the room inventory and condition report, or required cleaning will be assessed to you and/or deducted from any residence fee refund. Submission of this online room inventory and condition report is an integral part of any assessment appeal consideration. If there is a question regarding responsibility for damages to the room, unit or furnishings, this report will be used in determining responsibility for the damages. Failure to complete the report may result in you being assessed for all damages and missing items.

Common areas in units will be inspected from time to time during the year to ensure they are kept clean and safe. If you fail to keep common areas/units clean it will result in assessment and/or the possible relocation of you or other residents, and/or denial of a future residence offer.

1.32 Repairs and Alterations

All repairs and alterations to accommodations will be carried out by the University staff. Residents are prohibited from repairing or altering the exterior or interior of their room or unit and should report any required repairs using the Online Service Centre at <https://secure.housing.ubc.ca>. Without limiting the forgoing, residents are prohibited from painting or wallpapering their room or unit, or attaching mailboxes, planters, satellite dishes, signage of any kind or any other thing to the exterior of their room or unit or any residence building(s).

1.33 Pest Treatment

You shall not allow conditions to exist that, in the opinion of Student Housing and Hospitality Services, may encourage the infestation or propagation of insects, rodents or other vermin. You are required to promptly report the presence or suspected presence of pests (including bedbugs) in your accommodation to Student Housing and Hospitality Services. In accordance with Section 1.25, personnel authorized by the University may enter your accommodation, without notice and without your presence, to inspect for pests. Should, in the opinion of Student Housing and Hospitality Services, treatment be required, you will be required to comply with the prescribed treatment methods and protocol which may include preparing your accommodation for scheduled treatment.. This may include relocation (note Section 1.09), cleaning and/or removal and disposal of furnishings or personal possessions. In such an event you shall not be reimbursed by the University for any disruption, relocation, loss or loss of use of personal possessions or furnishings.

Should you fail to prepare your accommodation for treatment in accordance with instructions from the University, or otherwise fail to follow the University's directions regarding pest treatment, you may be held responsible for the cost of rescheduled or additional treatments of your accommodation, or of other portions of the residence property.

1.34 Construction and Maintenance

There are on-going maintenance, renovation and construction projects taking place in and around the residences. The work typically takes place during regular business hours, but may begin earlier or extend into evenings or weekends. On-going construction or renovation projects will continue through midterm and final exam periods. The University will take measures to ensure that prudent construction practices are followed, but there may be noise, dust, and temporary interruption of some services.

Residents may be required to temporarily or permanently relocate to facilitate construction or renovation to their residence area. There will be no compensation or reduction to your residence fees due to disruption and/or relocation.

1.35 Transfers

There are two types of transfers:

1. The first, called a "room switch," is between two residents of the same gender who mutually agree to exchange or "switch" accommodation of the same type, in the same residence area. For example—a male resident occupying a single room in a shared unit can only switch with another male resident occupying a single room in equivalent shared unit in the same residence area. Please enquire at the Housing Office regarding this procedure. Residents who wish to switch between different unit types, or with a resident of a different gender, or between different residence areas, should enquire at the Housing Office. The fee for a room switch is \$10 per person.
2. The second type of transfer constitutes a move to new accommodation when it becomes available. The fee for this transfer is \$50.

If you wish to change accommodation after moving into residence, you may request a transfer to other accommodation. Transfers are not guaranteed and must be approved by Student Housing and Hospitality Services. Unauthorized transfers may result in you being required to move back to your assigned accommodation and/or standards action. You are required to pay for the difference in residence fees when you move to more expensive accommodation. Refunds due to a transfer to less expensive accommodation will be credited to your account. You agree to be bound by the terms of the contract governing your new accommodation.

Eligibility for Transfers: You must meet the minimum age and academic program requirements outlined in Section 1.08 to be eligible for a switch to transfer to specific residence areas.

Transfer Application Dates: The first date that you may apply for a transfer or a room switch is the later of the date you move into residence and September 8, 2019. An online transfer/switch application is available on the Student Housing and Hospitality Online Service Centre at <https://secure.housing.ubc.ca>.

Transfer Completion Dates: Transfers must be completed within 72 hours of notification of approval from Student Housing and Hospitality, or additional fees may be assessed.

1.36 Transportation and Parking

1. Motorized Vehicles

Parking of motorized vehicles (which includes, but is not limited to, cars, motorcycles, mopeds, and scooters) on the University campus is strictly regulated. Residence parking spaces are limited and a parking assignment is not guaranteed.

Campus parking information for permits, refunds and the terms and conditions of parking with available options are outlined on the UBC Okanagan Parking Services website at <https://parking.ok.ubc.ca>.

The rules imposed by Student Housing and Hospitality Services (pursuant to this Contract or otherwise) regarding parking services are in addition to, and not in substitution of, the University parking regulations enforced by UBC Okanagan Parking Services.

All vehicles parked on University property are subject to the University parking regulations, as amended from time to time.

Residents or visitors in violation of the University parking regulations may have their vehicle(s) towed, issued citations or have their vehicles(s) immobilized at their own expense in accordance with those regulations.

2. Bicycles

Good quality locks or chains are recommended for all bicycles. Bicycles may only be stored in designated areas within the residence property. Bicycles must not be stored in your room or anywhere else in the buildings. Bicycles found in any other areas (e.g. attached to posts, railings, trees, et cetera) will be removed and disposed of without compensation to the resident or to the owner of the bicycle (if not the resident).

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

3. Theft or damage

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

1.37 Security

The University has received reports of break-ins and thefts from units, including where access has been gained from upper story balconies. You are responsible for taking reasonable precautions to ensure that your accommodation and the building in which it is located are protected from a breach of security. This includes, but is not limited to, locking your door(s) and window(s), not forcing or propping open building entrance doors, not permitting unknown persons into any residence building, and immediately reporting strangers or security concerns. You are not permitted to copy any key or keycard provided to you by Student Housing and Hospitality Services.

1.38A Pets

Residents are not permitted to keep pets or animals in the accommodation or on the residence property, even temporarily. Guests may not visit the accommodation with pets or animals.

1.38B Guide Dogs and Service Dogs

If, during the term of this Contract, you or your designated roommate requires that a guide dog or service dog reside in your accommodation, you must follow the process described below, before the arrival of the animal at residence.

If the resident or their designated roommate is part of a guide dog team, service dog team or retired guide or service dog team certified pursuant to the *Guide Dog and Service Dog Act* of British Columbia, he or she may keep the certified guide dog or service dog in the accommodation provided the resident applies to Student Housing and Hospitality Services and provides such documentation acceptable to Student Housing and Hospitality Services to verify that:

1. the guide dog or service dog is certified as a guide dog or service dog pursuant to the *Guide Dog and Service Dog Act of British Columbia*; and
2. the person requiring the guide dog or service dog is certified as a member of a guide dog team, service dog team or retired guide or service dog team pursuant to the *Guide Dog and Service Dog Act*.

Depending on availability and the type of accommodation requested, Housing and Hospitality Services may require time to locate an appropriate unit. Please notify Student Housing and Hospitality Services and provide the information described above as soon as possible after learning about you or your designated roommate's

requirement to reside with a guide dog or service dog. If you live in accommodation that has shared bathroom or cooking facilities with other residents you acknowledge that the presence of a guide dog or service dog may require you to relocate to another unit or residence property.

Any guide dog or service dog must be kept in such a manner so as not to disturb, threaten or create a nuisance to other persons including staff, and, without limiting the foregoing, keep the guide animal in accordance with the applicable Student Housing and Hospitality Services policies, rules and regulations.

1.39 Protection of Privacy

Personal information in possession of Student Housing and Hospitality Services about the resident will not be released to persons outside the University administration, including family members or friends, without the written or clearly stated verbal consent of the resident, unless permitted or required by law.

In accordance with the Freedom of Information and Protection of Privacy Act (FIPPA), UBC permits information to be shared among University employees if it relates directly to, and is necessary for fulfilling the requirements of their role. This is especially important when the health and/or safety of an individual or the community may be at risk.

Part 2 RESIDENCE LIFE

2.01 Residence Standards—Guiding Principles

The well-being of the residence community rests on the balance of the community's ability to meet the needs of the individual and vice versa. This balance is best achieved when everyone is aware of their rights and accompanying responsibilities to themselves, others and the community. The following guiding principles are the foundation of our residence standards:

- Every person in the community can expect consideration and respect for their feelings and needs, and in return has the responsibility to conduct themselves in a civil manner and to show respect for the rights of every other person in the community.
- Every person in the community can expect to live in an environment where their possessions and the communal space are shown respect by every other person.

More information is available at <https://okanagan.housing.ubc.ca/residence-life/residence-standards>.

2.02 Residence Standards Overview

The University is committed to ensuring that all members of the University community are able to study and work in an environment of tolerance and mutual respect, free from harassment and discrimination. The standards and regulations stated here strive to protect the well-being, safety and security of residents and contribute to a residence community that is conducive to residents' academic success, personal growth and development. These standards are applicable on or about all residence properties managed by Student Housing and Hospitality Services (including the parking lots, and surrounding grounds), and during all residence-related events, even if these events take place outside residence property.

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

If at any time you feel that a member of the residence community has acted inappropriately, or in violation of this Contract, you should bring your concerns to the attention of your Residence Life Manager.

2.03 Residence Standards Process

When an alleged violation of the residence standards and regulations is brought to the attention of the Residence Life Manager, he or she is responsible for ensuring that an investigation is conducted. The Residence Life Manager will then decide on the balance of probabilities, taking into account the relevant evidence (including circumstantial evidence), whether a violation has occurred, and if it has, the appropriate sanction.

If you are found in violation of a residence standard or regulation outlined in Section 3.0 of this Contract you may be warned or assigned one or more standards points. If four or more points are received or accumulated, the University may terminate this Contract, evict you from your accommodation and bar you from visiting University residences. Standards points remain on record for twelve months, or as stipulated upon eviction.

In addition to the assignment of standards points, other discretionary conditions or learning opportunities may also be required and form part of the sanction. These conditions may include restriction of privileges, required transfer to different accommodation, a behavioural contract, work assignments, service to the University, or other related assignments including, but not limited to, research and a written statement or paper, awareness programs for alcohol/drug misuse, or any other sanction deemed appropriate by the University.

In addition to a sanction, you may be required by the Residence Life Manager to participate in a professional health assessment or minimum number of counselling sessions to ensure your safety and well-being or that of other residents.

Your failure to comply with the sanctions or other measures imposed under this Section is, itself, a violation of these residence standards and regulations and may result in further action by the University pursuant to this Contract.

If the Director, Business Operation, Okanagan, or his or her designate, is of the opinion that you pose a threat to the well-being of yourself or any other resident, or that you are limiting the ability of any other resident to study, then he or she may without notice impose immediate sanctions upon you up to and including eviction from your accommodation, a ban from all residence property, including parking lots and surrounding grounds, and termination of this Contract.

In addition to being investigated and acted upon by the Residence Life Manager, incidents may be dealt with in accordance with one or more of the following processes:

- referred to the University's Equity and Inclusion Office, and/or
- investigated under the University's discipline procedures, and/or
- investigated under any other applicable policy of the University, and/or referred to the police or other law enforcement agency.

Individuals wishing to Report Sexual Misconduct will be referred to the Director of Investigations pursuant to the Sexual Misconduct Policy as outlined in section 3.34A of this Contract;

For more information about the residence standards processes and procedures, including how to appeal an assignment of standards points or other sanctions please see <https://okanagan.housing.ubc.ca/residence-life/residence-standards> or see your Residence Life Manager. Please note that:

- Any appeal of a finding of Sexual Misconduct as referred to in section 3.34A must be made in accordance with the Board of Governors Policy Sexual Assault and Other Sexual Misconduct.
- All standards points or other sanctions imposed on a resident take effect immediately and will not be suspended pending appeal.

Part 3 RESIDENCE STANDARDS AND REGULATIONS

You are expected to use reasonable foresight to choose actions that do not place the safety or well-being of yourself or others at risk. These standards and regulations are an important part of your Contract.

- Violation, or actions that contribute to or facilitate the violation, of any of the following regulations are a breach of this Contract and may result in standards action, sanction and eviction from residence as well as other actions described in Section 2 above and in this Section 3, below.
- The University will not accept ignorance, anger, alcohol or other substance abuse as an excuse, reason or rationale for violation.
- If you choose to be part of a group that is violating residence standards and regulations you may collectively and individually be held responsible for the violation.

3.01 Alcohol in Residence

Residents who choose to consume alcohol must do so responsibly in compliance with the law, and will be accountable for their actions.

1. Drinking alcoholic beverages or carrying unsealed liquor is permitted only in the Residents' room, and at licensed residence events.
2. Drinking alcoholic beverages or carrying unsealed liquor is not permitted in any other areas including, but not limited to, patios, courtyards, elevators, washrooms, laundry rooms, hallways, stairwells, corridors, main floor foyers, lounges, and areas outside the residence.
3. Participating in drinking games is not permitted. Drinking games are games which involve the consumption of alcohol and usually involve swift consumption and/or high volume consumption. Some examples are: "beerpong," "funnelling," "shotgunning" using a bier stick or otherwise, "quarters," and "floor crawls." This list is not exhaustive, and the University may stop and take action against any resident participating in any activity, whether listed above or not, which is, in the Residence Life Manager's opinion, a drinking game.
4. Possession and/or consumption of 'common source' alcohol (e.g.: keg cans, large containers of pre-mixed alcohol, texas mickeys, et cetera) within residence is prohibited.
5. Brewing and distilling alcohol is not permitted in your accommodation or on any other residence property. This includes brewing beer, cider or wine and distilling spirits (i.e. any kind of hard alcohol).
6. Residence/ committee/ floor funds may not be used to subsidize or provide alcohol.
7. All social gatherings in residence must be registered. See Appendix II, section 3.22 and the terms and conditions on the Event Request Form for more information. Alcohol may not be sold, and floor/house/residence funds may not be used to subsidize or provide alcohol. Violation of these rules may result in standards action. Social gatherings are not permitted in Purcell, Nicola, Kalamalka, Cassiar, Valhalla and Similkameen.
8. Failure to adhere to the law and the rules, regulations, policies and procedures of the University and Student Housing and Hospitality Services governing the use of alcohol in residence may result in the function being terminated at once, the withdrawal of future social gathering privileges, the suspension of further licensed events, the assessment of standards points and discretionary conditions, and/or eviction from residence.

3.02 Attack on the Dignity and Security of an Individual

1. Conduct or communications involving or directed at residents or visitors or staff of Student Housing and Hospitality Services that:
 - Are offensive, threatening, demeaning or discriminatory (for example, racist, sexist, homophobic);
 - constitute harassment;
 - contribute to an intimidating, hostile or uncomfortable environment;

are prohibited, and may result in eviction from residence. (Prohibited Activities)

2. Examples of Prohibited Activities include, but are not limited to:
 - repeatedly following or attempting to make unwanted contact with another person.
 - displaying posters, pictures, or other materials containing content defined in section 3.02 (1) where they can be viewed from public areas (including shared common areas), and
 - using social media to redistribute, repost, or forward communications that contain content defined in section 3.02(1).
3. The determination of whether any conduct or communication constitutes a Prohibited Activity will be made by the Residence Life Manager. Conduct or communications that may be acceptable in another context may not be acceptable in a residential environment.

3.02A Aerial Drones

Operating remotely operated aerial vehicles (Drones) is prohibited within 150 meters of Residence Property. Residents are not permitted to use drones, conduct surveillance or make recordings (video, audio, photographic) of any individual on Residence Property without their knowledge and consent.

Please note that the University may impose additional restriction on the use of Drones.

3.03 Barbecuing and Outdoor Grilling

Barbecuing and outdoor grilling is only permitted in areas authorized by the Residence Life Manager. It is not permitted inside residence buildings, on balconies, or on walkways. Where barbecuing and outdoor grilling is permitted, the grill or barbecue must be attended at all times. Barbecuing and outdoor grilling must be carried out a sufficient distance away from the building, as to not create a nuisance, disturbance or inconvenience to other residents or other members of the University community, or cause damage to or otherwise endanger any person's property.

3.04 Beer Bottles

Beer bottles are not permitted in residence or on the surrounding residence property. This includes up to 40-ounce glass bottles of beer, growlers, malt liquor or other "beer beverage" containers.

3.05 Cablevision

In any residence, tampering with the cable, cable splitting or splicing, diverting the signal or attempting any other unauthorized access to cablevision is prohibited.

3.06 Conduct in Cafeteria / Retail Outlet

Inappropriate or disruptive behaviour in any food service or retail outlet is not permitted and may result in eviction. (See Food Services, Section 4)

3.07 Cleanliness Standards

Residents are expected to keep shared living areas and the exterior of their room/unit doors clean. Students are also responsible for strong odours and smells originating from their room/unit that are deemed disruptive to their community as determined by the Residence Life Manager. Failure to maintain these standards may result in cleaning charges, and/or further action as may be deemed appropriate by Student Housing and Hospitality Services. Common area damage or unreasonable mess may result in shared assessments, the possible relocation of the residents of the floor/unit, and/or denial of future residence assignment. (See Section 1.31 Housekeeping and Section 1.33 Pest Treatment)

Residents are expected to contribute to the cleanliness of common areas and are not permitted to leave garbage bags, waste or other items in the common areas of the building (for example hallways, stairwells, study lounges, or elevators). Leaving garbage bags, waste or other items anywhere other than designated areas may result in a standards violation.

3.08 Cooking

Cooking devices that are open-coil, open flame or gas based, including but not limited to hotplates and butane burners, are not permitted in residence buildings. For barbecues, see Section 3.03 Barbecuing and Outdoor Grilling.

Residents must be in attendance at all times while preparing food and beverages in/on any cooking appliances, including but not limited to microwaves, kettles, toasters, electric grills/sandwich makers, stoves, et cetera. A complete list of permitted cooking appliances for your reference can be found at <https://okanagan.housing.ubc.ca/residence-life/moving-in/what-should-i-pack>. Permitted cooking appliances may only be used in designated areas.

3.09 Cooperation with Staff and Others

Residents and guests shall cooperate with requests from staff members, emergency personnel, police, and Campus Security. Failure to cooperate with, and/or verbal or physical harassment or abuse of a staff member (residence life staff, housekeepers, Housing Office personnel, trades staff, third-party contractors, emergency and/or police personnel, et cetera) may result in standards action, eviction from residence, and/or referral to the University's disciplinary process. Misleading or not cooperating with a standards investigation may result in standards action.

3.10 Damage to Property

Damage to the personal property of other residents or damage to residence property is prohibited and may result in eviction from residence and an assessment for, without limitation, damages. See Appendix II for additional information.

3.11 Dangerous Activity

Participating in activities that are dangerous or potentially harmful to any person or property is prohibited and any participation in such activity, regardless of whether it is you, your designated roommate or your guest(s) that are actually engaging in the activity, may result in eviction. Restricted activities include any activity that, in the opinion of the Residence Life Manager, is dangerous or potentially harmful to any person or property. This includes but is not limited to: smashing objects, breaking glass, dangerous horseplay (e.g.: “dog piling,” wrestling, et cetera), climbing the outside of residence buildings or structures, climbing into any building through a window, and setting fires of any size in or about the accommodation or anywhere in residence or on residence grounds, which includes setting any objects, regardless of size, on fire.

3.12 Drugs

The possession, use, trafficking (which includes manufacture, sale, giving, administering, transporting, sending, delivery, distributing) or offering to do anything related to the possession, use or trafficking of illegal drugs is prohibited. Any involvement, whether direct or indirect, in any illegal drug or drug-related activity is prohibited. For greater certainty, being present where others are consuming illegal drugs or engaging in illegal drug related activity is not permitted—if others are engaging in this activity you must leave. Possession of paraphernalia that is associated with the possession, use or trafficking of illegal drugs is prohibited. These activities may result in eviction and referral to the police.

For greater certainty:

- Students who have a prescription from a medical doctor for the use of a cannabis product (as defined below) must obtain permission from Student Housing and Hospitality Services if they wish to smoke, vaporize or consume a cannabis product through means of inhalation on residence property. Please meet with your Residence Life Manager for information about the process for obtaining such permission.
- The possession or use of prescription drugs without a valid prescription or trafficking in prescription drugs is considered an illegal drug activity for the purposes of this Contract, regardless of the amounts involved, and regardless of whether or not money or any other form of consideration is exchanged. Without limitation, both selling and sharing (giving away) methylphenidate (commonly sold under the name Ritalin) is prohibited.

3.12A Cannabis Products

In this section:

“cannabis” has the same definition as in the federal statute “The Cannabis Act”.

“cannabis product” is any substance that contains cannabis including without limitation cannabis leaves, seeds, hashish and their derivatives or any product (for example edible products, oil) that contain cannabis.

“Federal Law” means “An Act respecting Cannabis and to amend the Controlled Drugs and Substances Act, the Criminal Code and other Acts” and any other Federal legislation regulating cannabis.

“Provincial Law” means the Cannabis Control and Licensing Act, the Cannabis Distribution Act and any other legislation of the Province of British Columbia regulating cannabis.

The following rules apply with respect to cannabis in residence.

1. All activities involving cannabis products (for example storage, consumption, acquisition) must be carried out in accordance with all Federal and Provincial laws and this Contract. Where the provisions of this Contract are more restrictive than the Federal and Provincial laws or the general rules of the University of British Columbia regarding cannabis, then the provisions of this Contract prevail. Notwithstanding section 3.29 of this Agreement, smoking, vaporizing or consuming a cannabis product

through means of inhalation is only permitted at the 3 designated smoking areas on campus (smoking gazebos). For further information on the locations of the smoking gazebos in which smoking cannabis is permitted visit <https://finance-operations.ok.ubc.ca/corm/smoking-gazebos-and-cannabis-use-at-ubc-okanagan/>

2. The cultivation of cannabis plants in your accommodation or elsewhere on residence property is prohibited.

Cannabis products must be stored:

- a. in your private space in your bedroom. For example – they cannot be stored in a shared fridge, freezer or cupboard;
- b. with labels clearly indicating they contain cannabis; and
- c. sealed in a container such that any smell is undetectable outside of your residence room or, in a shared room, by your roommates.

Cannabis equipment must be stored:

- d. in your private space in your bedroom. For example – it cannot be stored in a cupboard or closet;
 - e. sealed in a container such that any smell is undetectable outside of your residence room or, in a shared room, by your roommates; and
 - f. with labelling clearly indicating it is used to prepare or consume cannabis;
3. Failure to adhere to the provisions of this Contract with respect to cannabis may result in the assessment of standards points, the imposition of discretionary conditions, and/or eviction from residence. In particular failure to properly store or label a cannabis product or cannabis equipment leading to another person inadvertently consuming cannabis may result in eviction from residence.

3.13 Elevator Tampering

Tampering with elevator safety systems or engaging in activities that may damage or interfere with the operation of the residence elevators is prohibited, and will result in an assessment for, without limitation, the cost of repairs and possible eviction from residence.

3.14 Explosive, Flammable or Dangerous Materials

Possession of explosive or flammable material including, but not limited to firecrackers, fireworks, dynamite, gasoline, or other such materials, is not permitted on residence property. Possession of the same may result in eviction. Propane tanks are not permitted in residence buildings. The Director, Business Operation, Okanagan, may, at any time, determine that certain classes or materials or objects are too hazardous to bring on to Residence Property due to documented safety concerns – for example a safety recall (“Prohibited Items”). A list of Prohibited Items may be found at <http://okanagan.housing.ubc.ca/residence-life/moving-in/what-should-i-pack>. Residents shall not bring any Prohibited Items to their accommodation or onto the residence property.

3.15 False Identification

Using false identification for any reason, including gaining access to a licensed event when underage, or signing out a key, is prohibited, and may result in referral to the police.

3.16 Guests or Visitors

1. Residents are responsible for their guests’ behaviour whether they participated in, condoned or were aware of the guests’ behaviour or not. Anyone who is invited to, accompanied on, accepted or admitted to the residence property (which includes but is not limited to all residence buildings, parking lots, and surrounding grounds) is deemed to be a guest of that resident.
2. A resident who facilitates the access (for example, opening a locked door) of a stranger or ‘unhosted’ person to residence property will be deemed to be the host of that person and will be held responsible for that person’s behaviour as if the person were their guest.
3. Residents must be present as hosts of their guests at all times, however their failure to be present does not mitigate or relieve their responsibility for their guests’ behaviour. Residents are responsible for their guests’ actions until the guests leave the residence property.
4. Accompanying or acting as a host to a former resident who was evicted and does not have visiting privileges, and/or a person whose visiting privileges have been revoked, is prohibited.
5. Residents are responsible for activities that take place in their room or unit whether they are present at the time of the activity or not. A resident’s failure to lock their door does not mitigate their responsibility for the actions of others that occur in the resident’s room or unit.

6. Residents may accommodate overnight guests in their rooms for a maximum of four nights in any given month. Residents may be evicted for guests' stays which exceed this period of time or are a disturbance to the floor, unit/apartment. No extra bedding is available and guests may not sleep in the lounge or common area. No person may be the guest of more than one resident in succession. In exceptional circumstances, extensions may be granted by the Residence Life Manager.

Roommates are only permitted for certain types of accommodation in accordance with the provisions of Section 1.04.

3.17 Illegal Entry

You must have written permission to enter another person's unit when they are not present. You must only enter residence property, your accommodation and any other place you are duly permitted to enter by using the prescribed key in the prescribed manner. Manipulating locks, doors and windows is prohibited. Unauthorized entry for any reason is prohibited, and may result in eviction and referral to the police.

3.18 Inappropriate Behaviour

In addition to the other provisions of Section 3 any conduct which is inappropriate or disruptive to the residence community or the University, as determined by the Residence Life Manager, is prohibited and may result in eviction.

Without limiting the foregoing, inappropriate behaviour includes 'mooning,' public urination, and nudity visible outside of the resident's room.

3.19 Initiations/Hazing

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

3.20 Noise

Residence is a densely-populated, vibrant and growing community. You must expect some reasonable living noise—absolute silence is not possible. However, as is set out in this section, residents are not permitted to create excessive noise.

In all residences, residents are expected to be considerate of their neighbours 24 hours a day, seven days a week. An individual's right to reasonable quiet study and sleep supersedes others' rights to make noise. In cases of dispute, the Residence Life staff will determine what is reasonable. If someone asks that you be quiet, respect that person's wishes and reduce your noise.

There may be no loud playing of radios, televisions, stereo or other audio equipment or musical instruments without permission from the Residence Life Manager. Audio equipment cannot be played such that sound, and especially the bass (low frequency sound) can be heard outside of the resident's room or unit. Subwoofers are not permitted in your room, accommodation or unit.

Musical instruments may not be practiced or played in the resident's room or unit except as authorized by the Residence Life Manager. Residents may be required to practice their musical instruments elsewhere on campus. Instruments that are stationary or not easily transported to a practice area (for example acoustic piano) are not permitted in residence.

The use of the outdoor sports facilities such as the basketball or ball hockey rink near residences is restricted to "non-quiet" hours, and there may be special, limited hours of use during examination periods, or other times as designated by the Residence Life Manager.

In addition to being considerate at all times, quiet hours are those times during which residents are prohibited from making noise which can be heard outside of their unit, or which may disturb the resident's roommate in any way (if applicable), or which can be heard outside the residence building and may disturb a resident inside the building.

This refers primarily, but not exclusively to talking, noise from audio equipment, radios, televisions, musical instruments, computer equipment and telephones.

Quiet Hours

The quiet hours are as follows:

Sunday–Thursday 10 pm to 7 am

Friday and Saturday nights 1 am to 7 am

Exam Quiet Hours

During exam periods, starting no later than the first Saturday following the last day of classes and through to the last day of exams, quiet hours are 23 hours a day, with the exception of a courtesy hour from 7–8 pm. The courtesy hours is subject to all noise regulations, and may be adjusted with approval by the Residence Life Manager. Noise regulations may not be changed by a vote of residents of the building. See Section 1.34 Construction and Maintenance.

3.21 Open Flame

Open flames or burning anything, including candles or incense, are not permitted in or about the accommodation or anywhere in residence or on residence grounds.

3.22 Social Gatherings

Social Gatherings are not permitted in the Cascades and Monashee residences without the submission and approval of an Event Request Form. See Appendix II for more information. To register a social gathering, obtain the Event Request Form (ERF) from the Senior Residence Advisor and complete and have it approved at least three business days (i.e. Monday to Friday) before the date of the social gathering. Social gatherings are permitted on week nights (Sunday through Thursday) until 9:30pm and on weekends (Friday and Saturday) until 12:30am. Social gatherings are not permitted during exam periods when extended quiet hours are in effect. Alcohol may not be sold, and floor/house/residence funds may not be used to subsidize or provide alcohol. Policies specific to hosting a social gathering are printed on the Event Request Form. Violation of these rules may result in standards action. Social gatherings are not permitted in Purcell, Nicola, Kalamalka, Cassiar, Valhalla and Similkameen.

3.23 Pets, Guide Dogs and Service Dogs

Residents are not permitted to keep pets or animals in the accommodation or on the residence property, even temporarily. Guests may not visit the accommodation with pets or animals. You must seek prior approval in accordance with Section 1.38B if you or your designated roommate requires that a guide dog or service dog reside in your accommodation.

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

Residents are not permitted to engage in physically active games/activities inside residence buildings, including but not limited to: games/activities that involve throwing, kicking or shooting an object (such as ball hockey, football, golf, soccer, Frisbee, hacky sack), games/activities that may result in participants running (such as tag, and water fights), cycling, skateboarding, hover boarding et cetera.

3.25 Prohibited Areas

Residents are not permitted access to unauthorized areas unless accompanied by a representative from Student Housing and Hospitality Services. This includes areas not normally used by persons other than staff, and includes but is not limited to roof tops, fields/recreation areas marked “closed,” mechanical rooms, hot water tank rooms, or any area marked “off-limit to unauthorized personnel” or “staff only,” or “closed,” et cetera. Accessing these areas is prohibited and may result in eviction and/or referral to the police.

3.26 Raids or Pranks: Inappropriate or Destructive

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

3.27 Removal of University Property

Residents are not permitted to relocate furniture or other property that is situated in residence or elsewhere on University premises into their accommodation.

Removing university furniture or other property from a residence area without permission of the Residence Life Manager is not permitted, and may result in eviction and referral to the police.

3.28 Safety/Security/Fire Equipment

Safety equipment including sprinklers, smoke detectors, heat sensors, fire exit signs, fire extinguishers, pull stations, hoses, alarm bells, and any other safety equipment is necessary to safeguard residents. Activating, handling, using, or interfering with any fire or safety equipment for any reason other than an emergency is prohibited and may result in eviction whether such actions were intentional or not. Examples include, but are not limited to, discharging fire extinguishers, covering or otherwise disabling smoke detectors, touching fire alarm pull stations or fire hoses, hanging objects from sprinkler heads or striking safety equipment with an object et cetera. See Appendix II for additional information.

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

3.29 Smoking

The term “smoking,” as used in this Contract, and in the policies, rules and regulations applicable in respect of your accommodation and the residence property, is deemed to include, without limitation: smoking cigarettes, cigarillos, cannabis products, and cigars; smoking using pipes, hookahs, shishas, and any other smoking devices; including but not limited to the use of electronic cigarettes (for example: vaporizers). Please see section 3.12A for rules that apply to smoking cannabis products.

Smoking is not permitted in residence buildings or on residence balconies. Residence rooms and all common areas, such as floor lounges, study rooms, laundry rooms, elevators, washrooms, main floor foyers, stairwells and hallways are non-smoking areas. Smoking outside the building will take place only in designated smoking gazebos. Please see section 3.12A for the more restrictive rules that apply to smoking cannabis products.

At the request of the Residence Life Manager, the resident shall remove hookahs, shishas or any other smoking devices from their accommodation.

3.30 Theft

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

3.31 Throwing or Falling Objects

Throwing, dropping, knocking or ejecting objects from residence buildings, windows, balconies or stairwells, whether intentionally or unintentionally, is prohibited and may result in eviction. For greater clarity, you must not place objects on windowsills close to any windows that open and you must ensure that all objects on balconies are secured such that they will not fall or be blown off the balcony.

Throwing snowballs or other objects at residence buildings is prohibited.

3.32 Unauthorized Key Possession and/or Use

Unauthorized possession or unauthorized use of residence keys is prohibited and may result in eviction. The resident is not permitted to copy any key, keycard or key fob provided by Student Housing and Hospitality

Services. Keys that permit access to shared space may not be loaned to another person – even for a short period of time. For clarity this includes any accommodation other than studio or 1 bedroom units.

Tampering with, forcing or disabling a door's locking mechanism is prohibited.

3.33 Unauthorized Assignment

You alone, and, if expressly permitted pursuant to this Contract, your designated roommate, may occupy your accommodation. This Contract and your accommodation cannot be assigned, “sublet,” lent or otherwise shared with another person without the prior written authorization of the University. Without limiting the foregoing, allowing people to stay in your accommodation through the use of short-term rental services (for example: Airbnb) is not permitted even if you are also present in the accommodation at the same time. Such authorization is exercised by the University in its absolute discretion and may be withheld and withdrawn for any reason. This is so even when money or other consideration are not exchanged. Unauthorized assignment, “subletting,” sharing or lending is a breach of this Contract and will result in the eviction of the other person(s) occupying or sharing your accommodation and may result in the University evicting you.

3.34 Violence/Physical Aggression

Physical aggression and violence are not tolerated in residence.

Physical aggression and violence include any physically aggressive or violent behaviour, such as fighting, hitting, punching, slapping, kicking, pushing, pulling, throwing objects at another, et cetera.

Behaviours described in Sections 3.02, 3.11, 3.19 may also be considered as violence and are not tolerated in residence.

Anyone engaging in physically aggressive behaviour or violence may be evicted from residence.

The need for self-defence is recognized. Physical self-defence is acceptable only when the resident has no other means to escape another's physical aggression, and then only at a level necessary to escape. See Appendix II for additional information.

3.34A Sexual Misconduct

Sexual Misconduct, as defined in the Board of Governors' *Sexual Assault and Other Sexual Misconduct* policy (the “Sexual Misconduct Policy”), is not permitted and may result in standards action including eviction. Please see appendix II for the definition of Sexual Misconduct. The terms “Director of Investigations”, “Disclose”, “Disclosure”, “Investigation”, “Investigative Report”, and “Report” as used in this section have the same meanings as in the Sexual Misconduct Policy.

When an alleged violation of the residence standards and regulations is brought to the attention of the Residence Life Manager and that alleged violation (in the opinion of the Residence Life Manager) falls within the definition of Sexual Misconduct, then the matter will not be investigated by Student Housing and Hospitality Services. Instead, the matter will be referred to the Director of Investigations under the Sexual Misconduct Policy. If the matter is brought to the attention of the Residence Life Manager by the individual directly subjected to the Sexual Misconduct, the matter will not be referred to the Director of Investigations without that individual's consent, except in exceptional circumstances as set out in the Sexual Misconduct Policy. If an Investigation is carried out under the Sexual Misconduct Policy and the Residence Life Manager is provided with a copy of the Investigative Report, the Residence Life Manager will rely upon the Investigative Report to determine whether a violation of the residence standards and regulations has occurred and if so, what the appropriate sanction should be. Any sanction imposed pursuant to this Contract would be in addition to any disciplinary or other measures imposed on the resident under the Sexual Misconduct Policy.

Nothing in the foregoing affects a resident's ability to Disclose Sexual Misconduct to Student Housing and Hospitality Services or others without making a Report. Disclosure does not result in a Report being made and, except in exceptional circumstances, does not initiate an investigation under the Sexual Misconduct Policy.

3.35 Weapons

Residents and their guests are not permitted, at any time, to bring onto or keep in their accommodation or the residence property, any of the following:

- any real or replica projectile weapons, including but not limited to real or replica firearms, bows cross-bows, sling shots, paint-ball guns or air guns, which includes without limitation BB guns, pellet guns, and airsoft guns;
- blades including but not limited to swords, bayonets, épées, and blades used in martial arts;
- any other weapons, whether used for martial arts or other forms of combat training, or otherwise; or
- any body armour as defined in the British Columbia Body Armour Control Act.

Wielding any object, including but not limited to the weapons listed above, in a threatening or aggressive manner may result in eviction and referral to the police.

3.36 Signs

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

Posters must not:

- promote alcohol-based events
- promote illegal activity
- solicit the sale of any goods or services
- present/display/imply images or materials that are determined by the Director, Business Operations, Okanagan, or their designate to be inappropriate in an academic residential environment.

Part 4 FOOD SERVICES

Similkameen Place, Valhalla, Kalamalka, Nicola, Cassiar or Purcell Residents—Residence Meal Plan

Students who reside in Similkameen Place, Valhalla, Kalamalka, Nicola, Cassiar or Purcell residences are required to purchase a Residence Meal Plan, referred to in this Contract as the “Residence Meal Plan.” The Residence Meal Plans as well as the costs and fees involved are described in Appendix IV.

Each Residence Meal Plan is a declining balance meal plan, with students choosing the items they wish to consume and paying a la carte for each item. The Food Services section of this Contract outlines the costs, options and the payment schedule for each Residence Meal Plan, and rules of conduct for the food service facilities.

Residents residing in Monashee Place, Cascades or Upper Cascades—Optional Dining Plan

Residents who reside in Monashee Place or Cascades residences may choose to purchase a Dining Plan which can be used in food service facilities on campus. This plan is different from a Residence Meal Plan, but does provide some costs savings to purchasers.

If you have questions regarding the Residence Meal Plan or Dining Plan, please contact the Student Housing and Hospitality Services Office (see Appendix I for contact information).

4.01 Residence Meal Plan—Terms and Conditions

Acceptance of Similkameen Place, Valhalla, Kalamalka, Nicola, Cassiar, or Purcell residence is an automatic acceptance of a silver level meal plan account and is acceptance of all of the terms and conditions of the Residence Meal Plan.

After the purchase of a Residence Meal Plan and before the second Residence Meal Plan fee instalment is due, students may switch to a different Residence Meal Plan. For greater certainty, the new Residence Meal Plan fees will apply (see Section 4.04 for payment instalment dates).

Each Residence Meal Plan is a declining balance meal plan, with students choosing the items they wish to consume at applicable food service facilities and paying a la carte for each item. Each Residence Meal Plan consists of an amount of Basic Meal Plan Dollars and Flex Dollars which are described below. The cost of each Residence Meal Plan is outlined in Appendix IV.

Financial Terms

Basic Meal Plan dollars are tax-free and can be used at most dining locations on campus for meals and single-serve non-alcoholic beverages.

Flex dollars are taxable and are used for other on-campus purchases (at the convenience and grocery store; i.e.: gum, candy, toiletries, and food), at our off-campus dining partners, and at all campus dining locations.

Basic Meal Plan Dollars cannot be transferred to your Flex Dollar account. This restriction ensures that the Residence Meal Plan maintains its tax exempt status.

If you run out of Basic Meal Plan Dollars but have Flex Dollars left in your account, Flex Dollars will be used to make the purchases described in the Basic Meal Plan Dollars section above. Flex Dollars will automatically be transferred to your Basic Meal Plan Dollars account to cover each purchase you make, until your Flex Dollars run out.

After your Residence Meal Plan fees are fully paid, you may purchase additional Flex Dollars as needed.

Your Residence Meal Plan is for your personal use only; it is non-transferable and you may not transfer funds to another resident's Residence Meal Plan. Unused balances are addressed in section 4.06 below.

4.02 Your UBCCard

Your UBC student identification card (the "UBCCard") is your meal card. In order to make purchases under your Residence Meal Plan, you must present your UBCCard at the point of sale.

UBC will issue you a UBCCard. Your UBCCard is what you use to make purchases under your Residence Meal Plan. You are responsible for obtaining a UBCCard prior to your first meal in residence. If you are a returning student and already have a UBCCard, your card will be automatically activated as your meal card prior to your arrival at residence.

It is your responsibility to have your UBCCard with you at all transactions. If you do not have your UBCCard, you will not be allowed to make purchases on your Residence Meal Plan.

You are responsible for the security of your UBCCard and student number. Do not give out your student number. Treat your card like cash and keep it in a safe place at all times. You are responsible for all use made of this card and for any indebtedness arising from such use. If your UBCCard is lost or stolen, you must immediately:

- You must immediately report a lost or stolen UBCCard to the Student Information and Services Office in the University Centre; and
- Suspend your Meal Plan Account online at <https://secure.housing.ubc.ca>. If found later you can also remove the suspension.

4.04 Meal Plan Selection and Payment

Meal Plan Selection

- Review Appendix IV of this Contract for a description of each Residence Meal Plan.
- You may switch to a different Residence Meal Plan at any time before the second instalment of your Residence Meal Plan fees is due.

Meal Plan Payment

- Review Appendix IV of this Contract for the Residence Meal Plan fee payment schedule.
- If you are registered in the Winter Session, the first instalment of your Residence Meal Plan fees is due upon acceptance of this Contract. The second instalment of your Residence Meal Plan fees is due by September 20, 2019 and the third is due by January 3, 2020.
- Late payments will be subject to a \$25 late payment fee, in addition to any other remedies UBC may have under this Contract or in law.

- Failure to pay the fees by or on the dates stipulated in this Contract may, in the University's sole discretion, result in the denial of further meals and/or termination of this Contract and eviction from residence.
- Cheques that are returned "NSF" are subject to a bank charge of \$35 and an administration charge of \$35. Only certified cheques or bank drafts will be accepted after February 28, 2020.

4.05 One-Term only meal plan

Fees for students registered for Term One Session only or Term Two Session only are outlined in Appendix IV. Students with a residence assignment date other than the start date of the term will have their fees pro-rated based on the residence assignment date.

4.06 Withdrawing from a meal plan and refunds

If you cancel this Contract prior to your Move-In Date your meal plan fees will be refunded.

If you are transferring to another residence that does not require a meal plan or you are moving out of residence prior to your Move-Out Date:

- From the date of transfer/termination until the Move-Out date, your meal plan will be 100% refunded
- The remaining funds from your meal plan, from your Move-In Date until the transfer/termination date can be either:
 - Transferred 100% into a carryover plan
 - Refunded based on **Section 4.06 (2)**

At the end of the Contract term:

2. Any unused funds, both Basic Meal Plan Dollars and Flex Dollars, will be automatically placed in a carryover plan. This carryover plan can be used for future on-campus food purchases but is 100% non-refundable, and cannot be redeemed for cash and/or applied as payment to any other UBC Food Services accounts. Once in the carryover plan these funds do not expire.
3. If you do not wish to have your meal plan placed in a carryover account you may request a partial refund on the terms set out below within seven (7) days after your contract cancellation or your Move-Out Date. Refunds are requested using the refund form available online or in the Housing Office. There is a \$25 administration fee for refunds, and a minimum refund amount of \$50. If you request a refund:
 - a) 66% of unused Basic Meal Plan Dollars are refunded, with the remaining 34% retained by UBC Food Services. Unused Flex Dollars are refunded at 100%. All refunds are subject to a \$25 administration fee.
 - b) You may request a refund of your Flex Dollars only, and allow your Basic Meal Plan Dollars to automatically be placed in a carryover plan. The Flex Dollars will be refunded at 100% minus a \$25 administration fee.
 - c) Refunds are initiated once you have completed the refund form and residence check-out procedures. Refunds are processed using the initial method of payment.

With respect to refunds please note that the 34% non-refundable portion of the meal plan covers the cost of making quality food services available for residents at convenient times.

4.07 Dining Area Rules and Conduct

You are required to abide by the following dining area rules and conduct standards in addition to the residence standards previously outlined in this Contract.

1. A resident or their guest(s) found responsible for any of the following may be subject to residence standards actions against the resident, compensation to Food Services, a fine, and/or referral to campus security:
 - misuse of the UBCcard or number;
 - removal of any product or dining room property from a Food Services facility without payment;
 - consumption of a food item prior to payment; or
 - damage to Food Services' property or equipment.
2. Alcohol is not permitted in all dining areas.
3. Food Services staff may refuse to serve any individuals that appear to be under the influence of alcohol or illegal drugs, or who are acting in a disruptive or threatening manner, and may ask those individuals to leave

the dining area. If you are asked to leave, you will comply with such request. Please speak to your Residence Life Manager if you have any questions or concerns.

4.08 Additional General Terms and Important Information

1. If you have any special dietary needs, including but not limited to those due to health or religious beliefs, you must contact Food Services immediately to provide particulars of your needs. Food Services will determine whether your needs can be met. By accepting this Contract with UBC Food Services, the student agrees that UBC, its Board of Governors, employees and agents, shall not be liable for any loss or damages resulting from any food allergies or food sensitivities.
2. For convenience and to improve sustainability, Food Services will provide each student with a reusable food container as part of their Residence Meal Plan at no additional cost. Students are urged to use the container and are given a 50¢ discount each time they use it when purchasing a meal at Green Thread and the Sunshine Café.

More information regarding the Meal Plan, including Frequently Asked Questions, can be found at <https://okanagan.housing.ubc.ca/dining/meal-plans>.

APPENDIX I

Contact Information

If you have questions regarding housing assignments, services, residence meal plan facilities, rates and payments, contact:

UBC Student Housing and Hospitality Services, Okanagan
1290 International Mews,
Kelowna, BC V1V 1V8

Phone: 250-807-8050

Fax: 250-807-9157

email: information@housing.okanagan.ubc.ca

website: <https://www.housing.ubc.ca>

APPENDIX II

Contract Related Terms

Physical Aggression, Violence and Self Defence

Refer to Section 3.34 Violence/Physical Aggression.

The need for self-defence is recognized. Physical self defence is acceptable only when the resident has no other means to escape another's physical aggression, and then only at a level necessary to escape. You are expected to:

1. Avoid (conflict) situations that escalate to the point that your physical safety is at risk.
2. Walk or run away. Get away from the unsafe situation, even if it means a loss of face or pride. Shout for help and then immediately seek assistance from the residence life staff.
3. If those strategies fail, you are expected to use only the amount of force required to create the opportunity for escape, and immediately seek assistance from the residence life staff.

Sexual Misconduct

Refer to the section *Sexual Misconduct* in section 3.34A of the Contract.

“**Sexual Misconduct**” is any sexual act or act targeting an individual’s sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against an individual without that individual’s Consent. The following list sets out examples of Sexual Misconduct. The list is intended to help Members of the UBC Community understand the kinds of acts that will be considered Sexual Misconduct. The list is not exhaustive and other acts can still be considered Sexual Misconduct under this Policy even if they do not appear in the list below. Sexual Misconduct includes, but is not limited to, the following:

- 1.1 sexual assault, which is any form of sexual touching or the threat of sexual touching without the individual's Consent;
- 1.2 sexual harassment, which is unwelcome conduct of a sexual nature that detrimentally affects the working, learning, or living environment, or leads to adverse consequences for the one directly subjected to the harassment;
- 1.3 stalking, which is engaging in conduct that causes an individual to fear for their physical or psychological safety, such as repeatedly following or communicating through any means with someone, engaging in threatening conduct, or keeping watch over the place where the individual happens to be;
- 1.4 indecent exposure, which is exposing one's body to another individual for a sexual purpose or coercing another individual to remove their clothing in order to expose their body, without their Consent;
- 1.5 voyeurism, which is non - consensual viewing, photographing, or otherwise recording another individual in a location where there is an expectation of privacy and where the viewing, photographing or recording is done for a sexual purpose; and
- 1.6 the distribution of a sexually explicit photograph or recording of an individual to one or more individuals other than the individual in the photograph or recording without the consent of the individual in the photograph or recording.

Guests, Visitors, and Social Gatherings

Refer to Section 3.01 Alcohol in Residence and 3.22 Social Gatherings. Friends and socializing are an important part of life on campus. In residence, as in life, it is important that your social agenda does not disrupt others. So, we have some basic rules about large social gatherings.

First we consider it a large social gathering if 2 of the 3 following points are present:

- There are seven or more people present.
- Alcohol is being consumed.
- You are noisy enough to attract attention or distract others.

Social gatherings are not permitted in Similkameen, Kalamalka, Valhalla, Nicola, Cassiar and Purcell residences. If you are having a social gathering in your suite-style residence (Cascades and Monashee) accommodation, you are required to submit an Event Request Form to the Senior Residence Advisor and have it approved at least three business days before your proposed event date. If you are not sure if your social gathering needs to be registered, consult with the Senior Residence Advisor.

Registered social gatherings must abide by the terms of this Contract and the terms and conditions on the Event Request Form. Unit or private social functions are not permitted on the same nights as other large residence-wide or campus events.

Safety Equipment

Refer to Section 3.28 Safety/Security/Fire Equipment.

- Do not disturb or hang things from the fire safety sprinkler heads in your room, lounge, or corridors. If they are accidentally activated the resulting damage will be extensive and expensive for you.
- Never cover or disconnect the smoke or heat detector in your room. If it malfunctions immediately call the Housing Office and the staff will advise you what to do. If a smoke or heat detector is found disconnected or disabled (without permission), all the residents of that room or unit will be at risk of standards action, and will be assessed for reconnection or repair.

Damage to Property

Damage to Walls

- Do not use nails, screws, hooks, glue-on hangers, scotch/masking/duct tape on your walls. You will be at risk of receiving an assessment for, without limitation, the damage.
- To hang posters, please use only poster magic mounts which are available at the Housing Office (for free), or the 3M Command poster strips available at retail stores.

- To hang pictures or decorations use the removable 3M Command picture strips. These are inexpensive and widely available at grocery or hardware stores.

Damage to Blinds and Window Screens

Do not tamper with or remove blinds or window screens. You will be at risk of receiving an assessment for, without limitation, the damage.

Assessments

Refer to Section 1.0 for the definition of an assessment and Section 1.23 Damages and Costs.

Upon receiving an assessment notice choose one of these two options:

1. Pay the assessment on-line by the due date, or request an extension from the Residence Administration Manager before the due date. Reasonable requests will be accommodated.
2. Appeal the assessment on-line before the due date. You have to pay the assessment when you submit your appeal.

If you do not pay or appeal your assessment by the due date, it will be applied to your University account. If your account with the University is not in good standing, you will be blocked from future academic registration and residence accommodation.

Protect Your Electrical Equipment

Refer to Section 1.21 Liability.

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

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

Carry Insurance

Refer to Sections 1.21 Liability and 1.22 Insurance.

Please consider the following:

- You may be covered under your family’s insurance policy. You will need to confirm with your family’s insurance company IF you are covered under that policy and to what extent.
- What does your insurance cover (for example: damage or loss due to theft, water, fire, earthquake, flood)?
- Is your coverage right for your needs (for example: depreciated or replacement value)?
- How much insurance do you need to fully protect your belongings?
- What is your coverage and protection if your actions result in others’ property being damaged or others being injured?
- Ask your insurance agent about terminology you don’t fully understand.

APPENDIX III

Cancellation Prior to Move-In Date

To cancel the Contract before the Move-In Date you are required to give written notice of cancellation online at <https://secure.housing.ubc.ca> by the applicable dates outlined below. Residence fee refunds will be based on the refund and forfeiture policies outlined below. The Residence Meal Plan refund policy is provided in Section 4 of this Contract.

Term One Session, Winter Session

If you are registered for the Term One Session only, or for the Winter Session:

1. The \$50 residence application fee is non-refundable.
2. The \$250 Residence Allocation Process (RAP) deposit (if applicable) that has been applied to your account is not refundable after May 1, 2019.
3. From July 1, 2019 until July 31, 2019 residence cancellations will be subject to an additional \$400 cancellation fee. The \$400 cancellation fee will only be refunded in the circumstances noted in sub-section (5).

4. From August 1, 2019 until your scheduled Move-In Date, residence cancellations will be subject to a cancellation fee of either: \$950 if you have not paid a Residence Allocation Process deposit; or \$700 if you have paid a Residence Allocation Process deposit. The cancellation fee will only be refunded in the circumstances noted in sub-section (5).
5. Criteria to qualify for the exceptions noted in (3) and (4) are as follows. Evidence acceptable to Student Housing and Hospitality Services must be provided with your written notice of cancellation and must be received at Student Housing and Hospitality Services, 1290 International Mews, Nicola Residence, by August 30, 2019 demonstrating that:
 - a) You are not admitted to UBC; or
 - b) You have a substantiated medical condition preventing University attendance; or
 - c) The University has cancelled your courses; or
 - d) You are no longer a student of the University (due to loss of student status or withdrawal); or
 - e) There are unusual or compelling circumstances which, in the judgment of the Director, Business Operations, Okanagan, merit special consideration.

Term Two Session

If you are registered for the Term Two Session only:

1. The \$50 residence application fee is non-refundable.
2. The \$250 Residence Allocation Process deposit (if applicable) that has been applied to your account is not refundable after May 1, 2019.
3. From November 15, 2019 until December 15, 2019 residence cancellations will be subject to an additional \$400 cancellation fee. The \$400 cancellation fee will only be refunded in the circumstances noted in sub-section (5)
4. From December 16, 2019 until your scheduled Move-In Date, residence cancellations will be subject to a cancellation fee of either: \$950 if you have not paid a Residence Allocation Process deposit; or \$700 if you have paid a Residence Allocation Process deposit. The cancellation fee will only be refunded in the circumstances noted in sub-section (5).
5. Criteria to qualify for the exception noted in (3) and (4) are as follows. Evidence acceptable to Student Housing and Hospitality Services must be provided with your written notice of cancellation and must be received at Student Housing and Hospitality Services, 1290 International Mews, Nicola Residence, by December 31, 2019 demonstrating that:
 - a) You are not admitted to UBC; or
 - b) You have a substantiated medical condition preventing University attendance; or
 - c) The University has cancelled your courses; or
 - d) You are no longer a student of the University (due to loss of student status or withdrawal); or
 - e) There are unusual or compelling circumstances which, in the judgment of the Director, Business Operations, Okanagan, merit special consideration.

APPENDIX IV

2019/2020 RESIDENCE AND MEAL PLAN FEES

Winter Session Contract—September 1 to December 18, 2019 and January 5 to April 30, 2020

RESIDENCE	Total September–April	Due on acceptance	Due September 20/2019	Due January 03/2020
Similkameen Place				
Single room	\$5,361.00	\$950.00	\$2,417.24	\$1,993.76
Silver Meal plan	\$4,520.32	\$800.00	\$1,379.44	\$2,340.88
Total	\$9,881.32	\$1,750.00	\$3,796.68	\$4,334.64
Valhalla / Kalamalka / Nicola / Cassiar / Purcell				
Semi-suite	\$6,151.00	\$950.00	\$2,913.44	\$2,287.56
Silver Meal plan	\$4,520.32	\$800.00	\$1,379.44	\$2,340.88
Total	\$10,671.32	\$1,750.00	\$4,292.88	\$4,628.44
Monashee Place				
Quad (per person)	\$6,247.00	\$950.00	\$2,973.74	\$2,323.26
Studio apartments	\$7,221.00	\$1,200.00	\$3,335.50	\$2,685.50
One bedroom apartment	\$8,684.00	\$1,500.00	\$3,954.41	\$3,229.59
Cascades				
Quad (per person)	\$6,735.00	\$950.00	\$3,280.25	\$2,504.75

Term One Only Contract—September 1 to December 18, 2019

RESIDENCE	Total September–December	Due on acceptance	Due September 20/19
Similkameen Place			
Single room	\$2,681.00	\$950.00	\$1,731.00
Silver Meal plan	\$2,179.44	\$800.00	\$1,379.44
Total	\$4,859.94	\$1,750.00	\$3,110.44
Valhalla / Kalamalka / Nicola / Cassiar / Purcell			
Semi-suite	\$3,075.50	\$950.00	\$2,125.50
Silver Meal plan	\$2,179.44	\$800.00	\$1,379.44
Total	\$5,254.94	\$1,750.00	\$3,504.94
Monashee Place			
Quad (per person)	\$3,123.50	\$950.00	\$2,173.50
Studio apartments	\$3,610.50	\$1,200.00	\$2,410.50
One bedroom apartment	\$4,342.00	\$1,500.00	\$2,842.00
Cascades			
Quad (per person)	\$3,367.50	\$950.00	\$2,417.50

Term Two Only Contract—January 5 to April 30, 2020

RESIDENCE	Total January–April	Due on acceptance
Similkameen Place		
Single room	\$2,681.00	\$2,681.00
Silver Meal plan	\$2,340.88	\$2,340.88
Total	\$5,021.38	\$5,021.38
Valhalla / Kalamalka / Nicola / Cassiar / Purcell		
Semi-suite	\$3,075.50	\$3,075.50
Silver Meal plan	\$2,340.88	\$2,340.88
Total	\$5,416.38	\$5,416.38
Monashee Place		
Quad (per person)	\$3,123.50	\$3,123.50
Studio apartments	\$3,610.50	\$3,610.50
One bedroom apartment	\$4,342.00	\$4,342.00
Cascades		
Quad (per person)	\$3,367.50	\$3,367.50

All residence fees are subject to approval by UBC’s Board of Governors.

MEAL PLAN FEES

Residence meal plans are required for students living in Similkameen Place, Valhalla, Kalamalka, Nicola, Cassiar or Purcell Residences. Four meal plan options are available.

- Bronze Plan: Only appropriate for students with small appetites who dine on campus during the week but rarely on weekends.
- Silver Plan: Our default plan; for students with average appetites who dine on campus during the week and every other weekend.
- Gold Plan: For students with large appetites who dine on campus during the week and most weekends.
- Platinum Plan: For students with very hearty appetites who dine on campus the entire week.

MEAL PLAN UPGRADE PRICES

Winter Session Contract—September 1 to December 18, 2019 and January 5 to April 30, 2020

Meal Plan	BRONZE	SILVER	GOLD	PLATINUM
Basic Meal Dollars	\$3,326.40	\$3,841.60	\$4,332.16	\$4,872.00
Flex Dollars	\$347.20	\$678.72	\$1,084.16	\$1,626.24
Total Plan Cost	\$3,673.60	\$4,520.32	\$5,416.32	\$6,498.24

Term One Only Contract —September 1 to December 18, 2019

Meal Plan	BRONZE	SILVER	GOLD	PLATINUM
Basic Meal Dollars	\$1,602.94	\$1,852.52	\$2,089.15	\$2,349.81
Flex Dollars	\$168.26	\$326.92	\$522.29	\$783.27
Total Plan Cost	\$1,771.20	\$2,179.44	\$2,611.44	\$3,133.08

Term Two Only Contract —January 5 to April 30, 2020

Meal Plan	BRONZE	SILVER	GOLD	PLATINUM
Basic Meal Dollars	\$1,721.67	\$1,989.75	\$2,243.90	\$2,523.87
Flex Dollars	\$180.73	\$351.13	\$560.98	\$841.29
Total Plan Cost	\$1,902.40	\$2,340.88	\$2,804.88	\$3,365.16

FEE PAYMENT SCHEDULES

Winter Session Meal Plan—September 1 to December 18, 2019 and January 5 to April 30, 2020

Meal Plan	BRONZE	SILVER	GOLD	PLATINUM
Deposit due on acceptance	\$800.00	\$800.00	\$800.00	\$800.00
Second payment due September 20, 2019	\$971.20	\$1,379.44	\$1,811.44	\$2,333.08
Third payment due January 3, 2020	\$1,902.40	\$2,340.88	\$2,804.88	\$3,365.16
Total Plan Cost	\$3,673.60	\$4,520.32	\$5,416.32	\$6,498.24

Term One Only Meal Plan—September 1 to December 18, 2019

Meal Plan	BRONZE	SILVER	GOLD	PLATINUM
Deposit due on acceptance	\$800.00	\$800.00	\$800.00	\$800.00
Second payment due September 20, 2019	\$971.20	\$1,379.44	\$1,811.44	\$2,333.08
Total Plan Cost	\$1,771.20	\$2,179.44	\$2,611.44	\$3,133.08

Term Two Only Meal Plan—January 5 to April 30, 2020

Meal Plan	BRONZE	SILVER	GOLD	PLATINUM
Due on acceptance	\$1,902.40	\$2,340.88	\$2,804.88	\$3,365.16

APPENDIX V

Additional Information—Cancellations & Refunds

After Moving In

Cancellation policies AFTER moving into residence are clearly defined in your Residence Contract. Cancellation MUST be completed online using the Online Service Centre

Cancellation requests after moving in must be supported by documentation:

Graduation—provide a letter from your faculty advising office confirming the date you are expected to complete your degree requirements.

Work term placement—provide a letter from your co-op office confirming the dates of your work term.

Go Global Student Exchange Program—provide a letter from the Go Global office confirming the dates of your exchange program.

Teaching practicum—provide a letter from the Teacher Education Office confirming your practicum dates.

Graduate Students—provide a copy of your program completion and closure date memo from the College of Graduate Studies.