

# SUMMER RESIDENCE CONTRACT

Student Housing and Hospitality Services

# 2021



THE UNIVERSITY OF BRITISH COLUMBIA

Student Housing and Hospitality Services

## TABLE OF CONTENTS

### 1.0 ADMINISTRATION

- Interpretation of Terms
- 1.01 Binding Contract
- 1.02 Contract Term
- 1.03 Designated Roommate
- 1.04 Shaw Internet Agreement
- 1.05 Type of Contract
- 1.06 Eligibility
- 1.07 Assignment Policy
- 1.08 Compliance with Laws etc.
- 1.09 Contract Changes
- 1.10 Rates and Payment
- 1.11 Cancellation of the Residence Contract Prior to Move-In Date
- 1.12 Termination of the Residence Contract On or After Move-In Date by the Resident
- 1.13 Termination of the Residence Contract by the University
- 1.14 Overholding
- 1.15 Vacating Your Accommodation
- 1.16 Abandoned Accommodation and Personal Property
- 1.17 Assignment and Unauthorized Occupancy
- 1.18 University's Performance
- 1.19 Liability
- 1.20 Insurance
- 1.21 Damages and Costs
- 1.22 Denial of Other University Services
- 1.23 Room Entry
- 1.24 Arrivals
- 1.25 Early Arrivals
- 1.26 Late Arrivals
- 1.27 Delivery of Personal Property
- 1.28 Non-residence Furniture and Appliances
- 1.29 Housekeeping
- 1.30 Repairs and Alterations
- 1.31 Pest Treatment
- 1.32 Construction and Maintenance
- 1.33 Transfers
- 1.34 Transportation and Parking
- 1.35 Security
- 1.36 Protection of Privacy
- 1.37A Pets
- 1.37B Guide Dogs and Service Dogs
- 1.38 Special Provisions Related to COVID-19

### 2.0 RESIDENCE LIFE

- 2.01 Residence Standards – Guiding Principles
- 2.02 Residence Standards Overview
- 2.03 Residence Standards Process

### 3.0 RESIDENCE STANDARDS AND REGULATIONS

- 3.01 Alcohol in Residence
- 3.02 Attack on the Dignity and Security of an Individual
- 3.02A Aerial Drones
- 3.03 Barbecuing and Outdoor Grilling
- 3.04 Beer Bottles
- 3.05 Cablevision
- 3.06 Conduct in Cafeteria/Retail Outlet
- 3.07 Cleanliness Standards
- 3.08 Cooking
- 3.09 Cooperation with Staff and Others
- 3.10 Damage to Property
- 3.11 Dangerous Activity
- 3.12 Drugs
- 3.12A Cannabis Products
- 3.13 Elevator Tampering
- 3.14 Explosive, Flammable or Dangerous Materials
- 3.15 False Identification
- 3.16 Guests or Visitors
- 3.17 Illegal Entry
- 3.18 Inappropriate Behaviour
- 3.19 Initiations/Hazing
- 3.20 Noise
- 3.21 Open Flame
- 3.22 Social Gatherings
- 3.23 Pets, Guide Dogs and Service Dogs
- 3.24 Playing Sports or Sporting Activities in Residence Buildings, Hallways or Common Areas
- 3.25 Prohibited Areas
- 3.26 Raids or Pranks: Inappropriate or Destructive
- 3.27 Removal of University Property
- 3.28 Safety/Security/Fire Equipment
- 3.29 Smoking
- 3.30 Theft
- 3.31 Throwing or Falling Objects
- 3.32 Unauthorized Key Possession and/or Use
- 3.33 Unauthorized Assignment
- 3.34 Violence/Physical Aggression
- 3.34A Sexual Misconduct
- 3.35 Weapons
- 3.36 Signs
- 3.37 Compliance with COVID-19 Rules

#### Appendix I

Contact Information

#### Appendix II

Contract Related Terms

#### Appendix III

Cancellation Prior to Move-In Date

# UBC Okanagan Campus Summer Residence Contract 2021

Similkameen Place | Valhalla | Kalamalka | Nicola | Cassiar | Purcell | Skeena | Nechako | Monashee Place | Cascades

## INTRODUCTION

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 during the summer term.

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

## SUMMARY OF CONTRACT

### Part 1 Administration

This part 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://okanagan.housing.ubc.ca> or contact Student Housing and Hospitality Services in the Nicola Residence (contact information is listed in Appendix I of this Contract).

### Part 2 Residence Life and Part 3 Residence Standards and Regulations

Part 2 and Part 3 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.

## Part 1 ADMINISTRATION

### Interpretation of Terms

In this Contract;

the resident will be referred to as “you,” “your,” “resident,” or “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 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 the 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” are as defined in section 1.10 of this Contract; 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.

If there is any conflict or inconsistency between the Residence Acceptance Confirmation Page and the Contract Confirmation, ID and Emergency Contact Card, the Contract Confirmation, ID and Emergency Contact Card governs.

This Contract applies to two types of residents. You are a “Summer Staythrough” resident if you have been offered and have accepted accommodation with Student Housing and Hospitality Services for September 2021. You are a “Summer Housing” resident if you have not accepted an offer of accommodation by Student Housing and Hospitality Services in September 2021.

### **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 the online acceptance process and in Section 1.10 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.

You may request an extension to your Move-Out date using the application process required by Student and Hospitality Services. Any extension request must be for at least a 15 day extension to the Contract term, meet all other conditions required of applicants, and be approved in writing by Student and Hospitality Services. Student Housing and Hospitality Services may approve or deny any such request in its sole discretion.

### **Additional Requirements at the Beginning of the Term**

If you are a resident staying in winter session accommodation before the start of the summer session and you wish to stay in residence during the transition from winter session to summer session, you must move from your winter session accommodation to your summer accommodation on the dates in early May 2021 provided to you by Student Housing and Hospitality Services. A minimum 15 nights stay/charge will apply for staythrough students. Notwithstanding the Move-In Date on your Residence Acceptance Confirmation, this Summer Contract will commence after the Move-Out date specified in your winter session contract.

### **Additional Requirements at the End of the Term**

Notwithstanding the Move-Out Date on your Acceptance of Residence Contract Page, if you are a summer housing resident (meaning that you have not been offered accommodation by Student Housing and Hospitality Services starting in September 2021), you are required to vacate no later than 12 noon on August 21, 2021. If you are a summer staythrough resident (meaning that you will be moving into a residence managed by Student Housing and Hospitality Services in September 2021), the Move-Out Date on your Acceptance of Residence Contract Page will be extended to allow you to remain in your accommodation until Student Housing and Hospitality Services advises you that your winter session accommodation is ready for occupancy. You will be required to move into your winter session accommodation between the dates of August 21 and 22, 2021.

Student Housing and Hospitality Services strongly recommends that you are present at residence to vacate or relocate your accommodation. If you cannot be present to vacate or relocate, you must advise Student Housing and Hospitality Services and you must make appropriate arrangements for someone to be present at residence to vacate or relocate your accommodation.

#### **1.03 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. 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 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.

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 1.13.

#### **1.04 Shaw Internet Agreement**

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.

#### **1.05 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.

#### **1.06 Eligibility**

To be eligible for housing, you must:

1. have lived in a residence managed by UBC Student Housing and Hospitality Services during the 2020-2021 winter session, or
2. be and remain registered for and undertake at least six (6) credits of undergraduate course work during the 2021 summer session. Notwithstanding the preceding sentence, distance education courses that do not require classroom attendance on the UBC Okanagan campus cannot be included in the calculation of credits, or
3. be and remain registered in and undertake a full-time graduate program in the College of Graduate Studies, or
4. be employed by the University. Proof of employment acceptable to the University is required as outlined in the online summer housing application, or
5. be a full-time student from another university performing research directed by UBC. Proof of UBC sponsorship and student status is required as outlined in the online summer housing application, or
6. have been granted permission in writing from the Manager, Residence Administration.

#### **1.07 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.

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.

Mobility aids or devices (for example wheel chairs, mobility scooters) are to be kept in your residence bedroom unless written permission to store them elsewhere has been obtained from the Residence Life Manager.

#### **1.08 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.

#### **1.09 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 University's *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.

#### **1.10 Rates and Payment**

You agree to pay the residence fees according to the payment schedule outlined on the Student Housing and Hospitality Services website on the rates page (<https://okanagan.housing.ubc.ca/applications/fees-payments/summer>) applicable to you (e.g., summer staythrough resident, summer housing resident, Vantage College term 3 resident). If you choose to, or are required to, change your accommodation you will be required to pay the fees stipulated for the new accommodation. 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 will continue until you complete the contract termination and check-out process in section 1.15.

Please note that the following terms apply to all fees and payments required by Student Housing and Hospitality Services (i.e. residence fees, 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 late payment fees as follows:
  - » first late payment - \$25
  - » second late payment - \$35
  - » third late payment - \$50
  - » fourth and any subsequent late payments - \$75

#### **1.11 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.

#### **1.12 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) provide thirty (30) days written notice of your intention to vacate the accommodation to Student Housing and Hospitality Services using the online notice procedure at the Student Housing and Hospitality Services Online Service Centre at <https://secure.housing.ubc.ca>. If you fail to provide thirty (30) days written notice, you will be charged the lesser of:
    - an amount equal to thirty (30) days of residence fees; or
    - an amount equal to the residence fees calculated from your date of departure to your previously scheduled Move-Out Date.
  - b) complete the check-out procedures with 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 until the earlier of:
    - the date you return all assigned keys to the Housing Office, submit a 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



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).

In the following cases, at the discretion of Student Housing and Hospitality Services, the 30-day notice period may be fully or partially waived:

1. you are not admitted to UBC Summer Session; or
2. your courses have been cancelled by the University; or
3. if you are no longer a student of the University (due to loss of student status or withdrawal); or
4. your employment at UBC has been prematurely terminated; or
5. your research project at UBC has been prematurely terminated.

In each of the cases above you will be required to provide documentation satisfactory to Student Housing and Hospitality Services to substantiate your request for a waiver.

Please note that if you are no longer a student of the University you must vacate your accommodation within three days after the loss of your status as a student, or withdrawal from courses, unless you have received written authorization to the contrary from Student Housing and Hospitality Services.

### **1.13 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 and, if applicable, fail to vacate your accommodation in accordance with Section 1.15;
5. the Manager, Residence Administration has revoked the approval previously given pursuant to Section 1.06 (6) 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 1.12.

In addition, as liquidated damages for the loss of this Contract, you will be responsible to pay to the University fees equal to thirty days residence fees. Any remaining residence fees held by Student Housing and Hospitality Services will be refunded to you.

### **1.14 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 University



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 in writing by the Director, Business Operations, Okanagan. If the Director of 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 week to week, (meaning, for greater certainty, terminable by you or the University at any time on one week's notice), at the residence fees previously payable for your accommodation, and not from month to month or 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 week to week.

### **1.15 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 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 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.

### **1.16 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 guest's 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.

### **1.17 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.

### 1.18 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.

### 1.19 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, volleyball courts 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.

### 1.20 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.

### 1.21 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.

### **1.22 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 its Late Payment Policy (<https://universitycounsel.ubc.ca/policies/index/>), suspend your student privileges and deny you student services if any fees 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.

### **1.23 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 1.31 (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 1.23 (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
  - deliver the housekeeping services described in Section 1.29 (Housekeeping)
3. A minimum of 24 hours notice will be given to enter your accommodation for reasons other than those identified in sections 1.23 (1) or (2), including but not limited to:
  - inspect the condition of your accommodation or shared living space, other than in situations described in section 1.23 (1) or (2);
  - renovate, alter or make repairs or deliveries which in the sole discretion of the University are necessary or desirable; or
  - deliver the service and treatment described in Section 1.31 (Pest Treatment)

### **1.24 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 1.25 below.

### **1.25 Early Arrivals**

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

### **1.26 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.

### **1.27 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.

### **1.28 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' x 3' x 3' (e.g.: sofa, bureau, et cetera) are prohibited. Costs associated with removing additional furniture or appliances will be assessed as outlined in Section 1.21 (Damages and Costs). For further information regarding permitted furniture and appliances please see <https://okanagan.housing.ubc.ca/residence-life/moving-in/what-should-i-pack>.

### **1.29 Housekeeping**

As your residence is occupied by residents year-round, you may be assigned to accommodation in which one or more of your roommates have been living for several weeks or months. Bedrooms are cleaned prior to a resident moving in, but the shared common areas will reflect the housekeeping standards and practices of the roommates already residing there. Housekeeping services are not provided.

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.

### **1.30 Repairs and Alterations**

All repairs and alterations to accommodations will be carried out by the University. 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 foregoing, 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).

### 1.31 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 1.23, 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 1.07), 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.

### 1.32 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.

### 1.33 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 room 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 this transfer 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 1.06 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 May 12, 2021. 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.

## 1.34 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 regarding permits, refund 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 vehicle(s) immobilized at their own expense in accordance with those regulations.

### 2. Bicycles

Bicycle theft is a common problem throughout British Columbia, including the University campus. Good quality locks or chains are recommended for all bicycles. Bicycles must not be stored in hallways, lounges or in areas that impede exit from buildings. Bicycles must be stored on the racks or bars designed for that purpose. Bicycles found in any other areas (for example: 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.

## 1.35 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.

## 1.36 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 consent of the applicant, unless permitted or required by law.

In accordance with *the Freedom of Information and Protection of Privacy Act*, 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



### 1.37A 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.

### 1.37B 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 obtain the written permission of Student Housing and Hospitality Services by following the process described below. This must be done prior to the animal arriving at your accommodation.

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, they may keep the certified guide dog or service dog in the accommodation provided the resident applies to Student Housing and Hospitality Services and provide documentation acceptable to Student Housing and Hospitality Services to verify:

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, Student 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.

### 1.38 Special Provision Related to Covid-19

1. The following provisions relate to the public health emergency arising from the COVID-19 virus and any mutation, or recurrences thereof, whether declared or undeclared by government authorities (the "Covid-19 Emergency").
2. During the Covid-19 Emergency Student Housing and Hospitality Services will be following all health and safety requirements required of it by government authorities including Provincial Health Authorities, the Provincial Health Officer, and WorkSafe BC ("Government Authorities"). Student Housing and Hospitality Services will implement these health and safety requirements and may choose to implement additional measures that are in excess of the safety requirements of Government Authorities. These measures are for the benefit of the residents, their guests, employees of UBC and for the benefit society in general, and may be modified from time to time.
3. To address the Covid-19 Emergency, notwithstanding any other provision of this Contract:
  - a) Residents must fully comply with the all relevant UBC rules regarding Covid-19 as well any additional measures required by Student Housing and Hospitality Services. Examples of these additional rules and measures could include but are not limited to:
    1. Closing or limiting access to common areas on the residence property;
    2. Requiring handwashing or other hygiene routines to be followed while on residence property;
    3. Requiring the use of personal protective equipment such as masks or gloves;
    4. Requiring special cleaning procedures or other procedures to be followed in a resident's accommodation, particularly with respect to shared spaces, kitchen facilities and washrooms;
    5. Requiring the prompt reporting of any illness to the staff of Student Housing and Hospitality Services;
    6. Being required to be tested for the Covid-19 with the results of such test reported to a unit of UBC or

- Government Authorities;
7. Following any requirements for quarantine procedures in the event of sickness, which may include the requirement to move to different accommodation or another residence area;
  8. limiting or restricting visitors to accommodations or to the residence property, or limiting or restricting visiting between residences, floors or units;
- b) Student Housing and Hospitality Services may move accommodation, change the configuration of your accommodation, and change the physical layouts of units.
  - c) Student Housing and Hospitality Services may be required to close certain residences, certain classes of accommodation, or reduce the number of residents in residences. In such case it may terminate this Contract and require you to vacate your accommodation. In the event this occurs, residents will be provided with information regarding alternate accommodation options
  - d) Measures may be imposed restricting the number of persons permitted in the dining facilities, closing certain dining facilities, requiring the use of different dining facilities, changing meal plan providers, reducing the types of foods available (for example removing self serve options) or requiring meals to be picked up on a 'take-out' basis, or be delivered to your accommodation or residence area.
4. The resident acknowledges that although Student Housing and Hospitality Services will take steps to be in alignment with directives of Government Authorities, it cannot guarantee that other residents will consistently follow them, particularly when in their accommodation.
  5. The resident acknowledges that Student Housing and Hospitality Services cannot guarantee the resident will not be exposed to Covid-19 or any mutations thereof, while on properties controlled by Student Housing and Hospitality Services and the resident waives any and all claims that the resident has or may in the future have against UBC (including Student Housing and Hospitality Services), its governors, senators, officers, employees, agents, students or representatives (collectively the "Releasees") and releases the Releasees from any and all liability for any loss, damage or injury that the resident may suffer, arising from or as a result of the transmission of Covid-19 or any mutations thereof to the resident directly or indirectly arising from the services provided pursuant to this Contract due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care.
  6. The resident consents to Student Housing and Hospitality Services providing other units of UBC as well as Government Authorities with any information required by them regarding the resident, including resident's health information, in relation to their management of the Covid-19 Emergency.
  7. Notice to residents of any rules or measures may be given through the email address provided by the resident, by posting of notices (physically or on webpages), or given verbally by the staff of Student Housing and Hospitality Services. For the most up to date list of Student Housing and Hospitality Services Covid-19 related rules and measures please see our [COVID-19 Residence Rules](#).
  8. Given the risks of non-compliance, failure to comply with any Covid-19 related rules or measures required by Student Housing and Hospitality Services could result in immediate termination of this Contract.

## 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 describe the rights and accompanying responsibilities of the individual within the residence community:

- 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.

## 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 property (which includes but is not limited to all residence buildings, 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, they are 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 they 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: "beer pong," "funneling," "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. Any resident present in a room where a drinking game was being played may be deemed by the Residence Life Manager to have participated in the 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, Similkameen, Skeena, and Nechako.
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, growler, 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 sanctions, including eviction.

### **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 1.29 Housekeeping and Section 1.31 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 appliances 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 use of barbecues, see Section 3.03 Barbecuing and Outdoor Grilling. A complete list of permitted cooking appliances, and some examples of prohibited ones, can be found at: <https://okanagan.housing.ubc.ca/residence-life/moving-in/what-should-i-pack>.

Residents must be in attendance at all times while preparing food and beverages in/on any cooking appliances.

Permitted cooking appliances may only be used in designated areas.

### **3.09 Co-operation 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 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 “The Cannabis Act” 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-ubcokanagan/>

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 of Business Operations, 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 <https://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 1.03.

### **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 court 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:

Days of the Week	Quiet Hours
Sunday – Thursday	10pm – 7am
Friday & Saturday	1am – 7am

### 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 are 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 1.32 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 and are not permitted on the same night as other large residence-wide or campus events. 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, Similkameen, Skeena and Nechako residences.

#### 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 1.37B 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 sac), 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 as “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 in 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.

Tampering with, forcing or disabling a door’s locking mechanism, or propping open a locked door and leaving it unattended, is prohibited. Copying keys or key cards and key fobs issued by the Student Housing and Hospitality Services is prohibited.

### **3.29 Smoking and Vaping**

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 or other vaporizers (“vaping”). Please see section 3.12A for rules that apply to smoking cannabis products.

Smoking and vaping are 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 buildings will take place only in designated smoking gazebos on campus. Please see section 3.12A for 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 device 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. This is so even when money or other consideration are 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.

### **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, 3.10, 3.18 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 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", "Investigation Findings", 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 Community 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 Investigation Findings, the Residence Life Manager will rely upon the Investigation Findings 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 Community 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 Operation, Okanagan, or their designate to be inappropriate in an academic residential environment.

### **3.37 Compliance with Covid-19 Rules**

Failure to follow Student Housing and Hospitality Services rules or measures related to Covid-19, or failure to follow directions from staff regarding Covid-19 rules or measures may result in standards action up to and including eviction from residence.

## **APPENDIX I**

### **Contact Information**

If you have questions regarding housing assignments, services, 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



## 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” includes sexualized violence and refers to 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 may constitute 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:

- a) sexual assault, which is any form of sexual touching or the threat, express or implied, of sexual touching without the individual's Consent;
- b) sexual harassment, which is unwelcome conduct, by comment or gesture, of a sexual nature that detrimentally affects the working, learning, or living environment, or leads to adverse consequences for the individual directly subjected to the harassment;
- c) stalking and cyberstalking (stalking through the use of the internet or other electronic means), which is engaging in unwelcome conduct expressed or implied, that causes an individual to fear for their physical or psychological safety, and includes repeatedly following the individual, repeatedly communicating with the individual through any means, engaging in threatening conduct, or keeping watch over the place where the individual happens to be;
- d) indecent exposure which is exposing one's body to another individual either physically or electronically, or through any other means, for a sexual purpose without the individual's consent, or coercing another individual to remove their clothing in order to expose their body;
- e) 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
- f) 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, Purcell, Skeena and Nechako 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 Walls**

Refer to the section *Damage to Property* in Part 3 of this Contract.

- 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.
- Do not use adhesive strips provided with LED lighting strips on your walls as they do cause damage to walls.

### **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 1.21 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 Manager, Residence Administration 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 1.19 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 Section 1.19 Liability and 1.20 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.

Please note that:

1. The \$50 residence application fee is non-refundable.
2. If notice of cancellation is received 22 days prior to the Move-In Date, residence fee payments will be refunded.
3. If notice of cancellation is received within 21 days of the Move-In Date, a \$150 cancellation fee will be deducted from prepaid residence fees.

