



THE UNIVERSITY OF
WINNIPEG

CAMPUS LIVING CONTRACT



2015 –
2016

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1.0— ADMINISTRATION

1.1 DEFINITIONS

In this Contract, the following Definitions are used:

Resident—the student who is authorized to live in a room by meeting the eligibility criteria in Section 1.6 “Eligibility”, completing the procedures in Section 1.7 “Application Process”, agreeing to the terms and conditions of the Contract as outlined in Section 1.7.b “Affirmation of Contract”, subject to the terms & conditions of this Contract.

Affordable Housing—apartments in residence subject to the Affordable Housing Agreement between The University and Manitoba Housing.

Applicant—the student who has started a Campus Living application.

Online Application—The online process and recorded details a student must complete as part of the application process.

Application Process—Procedures a student must complete to become or continue be a resident, as outlined in Section 1.7 “Application Process”.

Booking—the specific details regarding the room assigned by Campus Living to the resident in the StarRez database, including booking dates, room type, room space, room rate, etc.

Campus Living—the department of The University that administers all aspects of The University’s residence program.

Classification: Continuing—applies to an applicant who creates an application while living in residence.

Classification: New/Returning—applies to the applicant who creates an application when not living in residence, including previous residents.

Contract End Date—the latest day that a resident can Check Out of the room without being charged additional fees, as determined by the resident’s booking dates.

Contract Start Date—the earliest day that a resident can check into the room without being charged additional fees, as determined by the resident’s booking dates.

Deposit—The payment made by the resident on the application that is held by Campus Living during the Contract.

Diversity Foods, Diversity Food Services—Diversity Food Services is a joint venture of The University of Winnipeg’s Community Renewal Corporation’s (UWCRC) & SEED Winnipeg to deliver excellent food services to The University of Winnipeg. Diversity Foods is Contracted by The University to provide meal options to residents.

Fine—any charge levied against a student because of violations of the Contract terms and conditions.

Forfeit (Deposit)—Permanent retention of a deposit by Campus Living.

Meal Card, Meal Dollars, Meal Option, Meal Subscriber—definitions related to meal options are available in Section 5.0.

Move-In Period—The dates and times at the beginning of each session scheduled by Campus Living for daytime check-ins.

Occupant—any person authorized by Campus Living to share a room with the resident during the Contract.

Portal, StarRez Portal, Campus Living Portal—The website through which the resident applies to live in residence, makes online payments, updates personal information, and reports room maintenance issues.

Residence—Buildings or subdivisions of buildings owned, leased, or otherwise administered by The University for the purpose of providing rooms to students.

Residence Fees—charges payable by the resident for a room and meal option, such as rent, laundry, tenant insurance, and meal charges.

Resident Advisor, RA—Residents employed by The University to act as agents of Campus Living while living in residence.

Room—the private physical space in residence a resident and their occupants are authorized access and reside in as specified by the resident's bookings.

Room Allocation—the process by which Campus Living assigns specific rooms to specific applicants.

Room Area—the resident's room plus the common area shared with other residents (such as shared kitchens, washrooms, etc.) to which the resident has rightful access.

Sanction—Any penalty imposed against a resident by Campus Living for violations determined by Campus Living.

Session Fees—Residence fees payable by the resident to The University for a specific booking.

Student—A person who has a student number and is registered for academic courses at a secondary or post-secondary academic institution.

Term—the dates for which an applicant applies to be a resident.

The University, UWinnipeg, UW—The University of Winnipeg. Campus Living is a department of The University and has the power and authority to act on behalf of The University with respect to this Contract.

Transfer, Contract Transfer—when a Contract is transferred from a resident to an applicant.

Visiting Student—any student registered at The University on a Letter of Permission or equivalent for less than the full Academic Year term.

Violation—any action contrary to the policies outlined in Section 2.0: "Community Standards" determined by Campus Living to have been committed by a resident, occupant, or visitor.

Visitor—any non-resident accompanied, invited, or otherwise admitted to residence by the resident who is neither a resident nor an occupant.

1.2 BINDING CONTRACT

This document contains the terms and conditions according to which a student is authorized to be a resident of The University's Residences.

The Contract is in effect from August 26, 2015 until August 31, 2016 and is in force between The University and the resident during their Contract dates as outlined in Section 1.5 "Terms, Sessions, and Contract Dates".

It is the responsibility of the resident to become familiar with these terms and conditions prior to affirming the Contract as outlined in Section 1.7.b "Affirmation of Contract".

1.2.a Type of Contract

According to Part 1, Section 3(1)(g) of the Residential Tenancy Act of MB, the Act does not apply to 'living accommodation provided by an educational institution to its students', such as those provided by The University.

1.3 COMPLIANCE WITH LAWS, ETC.

The resident will abide by all applicable Federal, Provincial, and Municipal laws.

1.3.a FIPPA Disclaimer

Campus Living collects personal information for the purpose of administering The University of Winnipeg's Campus Living program and may be disclosed to other UWinnipeg departments for the same purpose. It is collected under the authority of The University of Winnipeg Act, and in accordance with The Freedom of Information and Protection of Privacy Act (FIPPA). For questions regarding this collection, please contact the **FIPPA and Records Officer at 515 Portage Avenue, Winnipeg, MB R3B 2E9 or 204.988.7538.**

Personal information about the resident possessed by Campus Living will not be released to persons outside The University administration, including family members or friends, without a consent form signed by the resident, unless permitted by law. Consent forms are available from uwinnipeg.ca and from Campus Living.

1.4 UNFORESEEN CIRCUMSTANCES AND RESIDENCE SERVICE INTERRUPTIONS

The University will fulfill its obligations to the resident pursuant to this Contract within the extent of its control. In the case that The University is unable to provide the room due to forces beyond its control, The University will provide an alternate room (subject to room availability) or provide a prorated refund of session fees (excluding tenant insurance) for the remainder of the Contract. Except as specifically provided herein, The University will not be liable for damages, losses, or its inability to provide the contracted services and room.

On-going maintenance, renovation and construction projects may happen in and around residence. 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 renovations to their residence area.

1.5 TERMS, SESSIONS, AND CONTRACT DATES

1.5.a Terms & Sessions

Terms are the dates for which an applicant applies to be a resident. These dates are determined by Session dates for all Terms except Family Housing:

Academic Year Term includes Fall & Winter sessions and is applicable to all furnished rooms in all buildings and to unfurnished rooms in Lions Manor.

1st Year Residence Guarantee Term includes Fall and Winter sessions. Applicants for this term must meet eligibility requirements outlined in Section 1.6.b.

Winter Term and Spring Term include Winter and Spring sessions, respectively, and apply to furnished rooms in all buildings and to unfurnished rooms in Lions Manor.

Winter Break Term is the period between Fall and Winter sessions not included within other terms. Residents staying in residence during any part of Winter Break must apply and pay residence fees for this term.

Inter-Session Periods are the dates between Winter and Spring sessions and between Spring and Fall sessions. The Contract extends to bookings that overlap with these periods.

The Family Housing Term starts on Sept 1, 2015 and ends on Aug 31, 2016. Family Housing term is applicable to unfurnished 1-, 2-, and 3- bedroom apartments (excluding Lions Manor). Applicants who select the Affordable Housing rooms on the Family Housing application must meet eligibility requirements outlined in Section 1.6.d.

1.5.b Session Dates

	Start	End
Fall Session 2015	Sept 2, 2015	Dec 22, 2015
Winter Break 2015	Dec 23, 2015	Jan 2, 2016
Winter Session 2015	Jan 3, 2016	Apr 23, 2016
Spring Session 2016	Apr 30, 2016	Aug 23, 2016

1.5.c Contract Dates

Term dates determine a resident’s Contract dates unless procedures for changing these dates have been followed. Procedures for changing Contract dates are outlined in Section 1.14 and 1.15. Where procedures for changing Contract dates have been followed, the Contract dates on the resident’s bookings shall be determinative and binding on all parties.

1.6 ELIGIBILITY

Only students, as defined in Section 1.1, may be residents in Campus Living Residences. Students of other schools other than UWinnipeg will not be admitted into residence without proof of enrollment at their academic institution. Campus Living may request and keep a copy of the student’s identification card and/or course registration information.

1.6.a Eligibility of Minors

Minors (persons under age 18) are under Manitoba’s legal age of majority and must have a custodian affirm the Contract on their behalf.

A custodian may be any resident of Manitoba age 25 or older who is willing to accept responsibility for the Contract on behalf of the resident until the resident turns 18. This custodian requirement also applies to international students.

The resident and custodian must provide Campus Living the following documentation:

- A completed Custodianship Form signed by both the resident and the Custodian;
- A copy of the Custodian’s photo identification clearly showing the Custodian’s age/birth date.

This agreement with the custodian expires when the resident turns 18.

Minors may be allocated rooms based on Campus Living supervision rather than room preferences selected on the application.

1.6.b Eligibility for 1st Year Residence Guarantee

UWinnipeg students who receive a The University acceptance letter and will attend The University for the first time in Fall 2015 are eligible to apply for 1st Year Residence Guarantee 2015–16.

1.6.c Eligibility for Family Housing

Applicants with at least one related occupant aged 18 or younger are given allocation priority for Family Housing applications. Others wishing to apply for Family Housing must first receive permission from Campus Living. Those applying for Affordable Housing must additionally meet the conditions specified in Section 1.6.d “Eligibility for Affordable Housing”.

1.6.d Eligibility for Affordable Housing

The Affordable Housing Program is designed for lower-to-moderate income households whose Total Household Income (THI) is below the Program Income Limit. The household will pay for an affordable rent based on median rents in the private market.

Residents in Affordable Housing must comply with the following conditions:

- Annual income statements must be provided to Campus Living annually. Total Family Household Income (the combined total incomes of all adults living in a room) must be below the Program Income Limits defined by Manitoba Housing at gov.mb.ca/housing/mh/progs/pil.html.
- The full names, ages, and genders of all occupants living in the room must be provided annually to Campus Living.
- The resident and their occupants must meet the National Occupancy Standards.

Residents and applicants not in compliance with Affordable Housing Program guidelines are not eligible to apply for or live in Affordable Housing.

1.7 APPLICATION PROCESS

Students who meet the Eligibility criteria in Section 1.6 “Eligibility” may apply to be a resident.

1.7.a Online Application

To begin the application process a student must first register on the StarRez Portal.

The student must submit an online application for each term for which the student wants to be a resident.

A deposit must be paid by any applicant who does not have a deposit already on hold with Campus Living.

After a room offer is sent, the applicant must complete the application by affirming the Contract.

1.7.b Affirmation of Contract

After completing the online application and before checking into the room, the applicant must affirm the Contract on the online application and sign the “Affirmation of Contract” document to become a resident. No applicant shall be checked into the room without having signed the Affirmation of Contract document.

1.8 ROOM SELECTION BY APPLICANTS

The applicant has the ability to specify their preferred building and room type preferences during the application process. The University does not restrict building or room type selection on the basis of race, colour, national origin, or ancestry.

1.9 ROOM ALLOCATION BY CAMPUS LIVING

Applicants and residents who apply to live in Campus Living are allocated a room first based on what Tier they belong to:

- **Tier 1**—Resident Advisors;
- **Tier 2**—1st Year Residence Guarantee applicants;
- **Tier 3**—Continuing residents and Special Groups such as award recipients and graduate students;
- **Tier 4**—New/Returning UWinnipeg Students;
- **Tier 5**—New/Returning Non-UWinnipeg Students.

Within each Tier, rooms are allocated based on the date each application is submitted, room type preferences selected, and self-declared gender.

1.10 ROOM OFFERS

Room offers specifying the resident’s building and room type are sent to the resident by email. Room offer emails include a deadline to complete the application. Applicants who miss this deadline will have their bookings cancelled and will be moved to the bottom of the wait list for another room offer. Campus Living reserves the right to suspend applications for an applicant who misses the room offer deadline or does not respond to the room offer.

1.11 APPLICATION DEFERRALS

If an applicant is unable to accept a room offer due to mitigating circumstances, they may be able to defer their application. If the deferral is until the next Academic Year or later, or if the applicant is switching to or from Family Housing term, a new application fee and deposits are required. Once the applicant applies for the new term, a new room will be offered based on availability.

1.12 ROOM CHANGES

All room change requests are subject to approval by Campus Living, who will make a decision based on need, feasibility, and space. Room change requests made in August, September, January, or April will not be considered except in exceptional circumstances. Room changes are subject to a \$50 fee.

1.13 DEPOSITS AND ROOM RESERVATIONS

The deposit is paid during the Application process to reserve the room. Paying this deposit is a prerequisite to affirming and fulfilling the obligations of the Contract.

The deposit is retained by Campus Living after being paid and becomes refundable only as outlined in Section 1.13.b “Deposit Refunds”.

Deposits paid for a term after the term Start Date are effective only for bookings starting within one month of the date the deposit is paid. E.g., a deposit paid in September may reserve a booking starting in October, but not November or later.

1.13.a Deposit Deductions

Any fees owed by the resident at the check-out date, plus any additional fees related to the room condition at Check Out, will be deducted from the deposit. In the event that these fees exceed the deposit value, the resident will be subject to the policies outlined in Section 1.24 “Rates and Payments”.

1.13.b Deposit Refunds

A deposit is refundable only to residents who have completed the check-out procedure outlined in this Contract (including updating of Forwarding Address) and do not fall within the circumstances outlined in Section 1.13.c “Forfeit of the Deposit”.

1.13.c Forfeit of Deposit

Forfeit is when Campus Living retains the resident's deposit in full. A deposit is forfeited in the following circumstances:

- The resident rescinds their room offer after paying the Deposit as outlined in Sections 1.14 and 1.15.
- The resident abandons the room as defined in Section 1.20 “Abandoned Room and Personal Property”.
- The resident moves out of residence and does not complete the check-out procedure (as defined in Section 1.22 “Check-out Procedure” within 180 days of the Contract end date.
- A refund has been issued to the resident but has not been deposited within six months of the Refund's date of issue.

1.14 CONTRACT CANCELLATION: BEFORE CONTRACT START DATE

1.14.a New Applicants

New/Returning applicants who have paid a deposit but have not yet moved into the room may cancel the Contract before their Contract start date by rescinding the associated room offer in writing and forfeiting the deposit. To initiate this procedure, the applicant must contact Campus Living by email.

1.14.b Continuing/In Room Residents

Continuing residents may cancel their Contract for an upcoming term until one month before the Contract start date by rescinding the associated room offer in writing. After this deadline, the resident must forfeit their deposit when rescinding the room offer to cancel the Contract.

1.14.c Spring Contracts

Applicants for Spring term may specify their desired Contract end date by email up to one month before the Contract start date without financial penalty. As of one month before the Contract start date, the Contract cancellation fee and forfeit of deposit apply.

1.15 CONTRACT CANCELLATION: AFTER CONTRACT START DATE

A resident who decides to move off-campus after the Contract start date has the following options to alter their contractual obligations to Campus Living, depending on the circumstances.

1.15.a Moving Off Campus, By the Deadline

Residents who remain students and want to shorten their Contract to move off campus may apply for Contract cancellation by the deadlines specified in “Contract Cancellation Deadlines”.

To apply the resident must complete the following steps:

- Submit a Contract cancellation form specifying a new Contract end date, pending Campus Living approval.
- Pay a \$250 Contract cancellation fee. (Residents on a mandatory meal option must also pay the meal cancellation fee of \$150 and applicable meal option fees as outlined in “Meal Option Cancellation”.)
- Forfeit the deposit in full.
- Pay all residence fees applicable to the new Contract dates.

This procedure also applies to withdrawal students (see 1.15.d “Withdrawal Students”).

1.15.b Moving Off Campus, After the Deadlines

After the applicable cancellation Deadlines, residents may only apply for Contract cancellation with permission from Campus Living. Alternatively, residents may apply to transfer their Contract to a new applicant (see “Transfer of Contract”).

1.15.c Visiting Students/Completion of Academic Program

Pending verification and approval by Campus Living, two types of students may limit their Contract and related financial obligations to Fall session only:

- Visiting Students enrolled at The University in Fall term on a Letter of Permission (or equivalent). Documentation of Visiting Student status from the student may be required.
- Students who will complete the requirements of their academic certificate, diploma, or degree program before the Fall session end date. Such students must provide a letter from their department chair or The University Registrar confirming the completion of their academic program requirements during Fall session.

Such students may self-identify during the application process or by emailing Campus Living by the Fall cancellation deadline. Pending verification of the resident’s student status, such residents are exempted from Contract cancellation charges and will be responsible only for residence fees applicable to Fall session.

1.15.d Withdrawal Students (Residents Who Withdraw from School during Contract Dates)

Students who drop all their registered courses and are no longer active students during their Contract Dates are ineligible to continue living in residence. Such Withdrawal students follow the cancellation procedure outlined in Section 1.15.a “Moving Off Campus, By the Deadline”.

1.15.e Contract Cancellation Deadlines

- **1st Year Residence Guarantee, Academic Year, Family Housing:** October 29, 2015
- **Winter:** March 1, 2016
- **Spring:** June 16, 2016

1.16 CHANGES TO CHECK-OUT DATES

Changes to check-out date not effecting a change in the Contract dates (and therefore residence fees) do not require the resident to follow the Contract cancellation procedure outlined in this Contract. Such changes are typically those within three weeks of the Contract end date.

1.17 EVICTION (TERMINATION OF CONTRACT BY THE UNIVERSITY)

Residents who significantly violate or fail to meet their Contractual obligations may be considered for eviction. Grounds for eviction may include the following reasons:

- Submission of NSF cheques and failure to pay residence fees as defined in Section 1.25 “Penalties for Financial Negligence”;
- Severe or multiple violations as defined in Section 2.0 “Community Standards”;
- Non-compliance with Eligibility criteria defined in Section 1.6 “Eligibility”;
- Abandoning the room as defined in Section 1.20 “Abandoned Room and Personal Property”.

Details regarding the eviction procedure are found in Section 3.5.1.

1.18 TRANSFER OF CONTRACT (SUBLETTING)

After the cancellation Deadline applicable to the Contract, a resident may no longer apply for Contract cancellation but may apply instead to transfer the Contract (sometimes called “Subletting” or “Assigning” the Contract).

A Contract transfer is when the resident transfers their Contract to another student (transferee) irrevocably (i.e. they do not plan to move back into the room).

The resident and the transferee must complete a transfer Form which specifies the transfer Date, pending Campus Living approval.

The resident must pay a transfer fee and all residence fees applicable until the transfer date. The resident’s deposit is subject to policies in Section 1.13 “Deposits and Room Reservations”.

The transferee must meet Eligibility criteria specified in Section 1.6 “Eligibility”. The transferee is responsible for the assigned room’s residence fees starting at the transfer date, in addition to residence fees for their prior room applicable until the transfer date.

1.19 OVERHOLDING THE ROOM

Residents who do not Check Out of their room by the Contract end date without prior Campus Living approval are not granted new right of occupation thereby. In such cases The University may, without notice, enter and take possession of the room, remove the resident and all other persons and property, and use such force and assistance as deemed necessary to retake possession of the room.

1.20 ABANDONED ROOM AND PERSONAL PROPERTY

The room and any personal property therein may be deemed abandoned by The University if any two (2) of the following conditions apply 10 days after a payment deadline:

- The resident's Fees are not paid in accordance with Section 1.24 "Rates and Payments";
- The resident has not been in contact with The University;
- A substantial amount of the resident's personal property is removed or unlabeled;
- The resident has not checked into the room.

In such cases, Campus Living will hold the resident's possessions for 10 business days before disposing of them. The resident will be charged a minimum of \$50 for the disposal of the items. The Contract will be cancelled, and their deposit will be forfeited as per 1.13 "Deposits and Room Reservations".

1.21 CHECK-IN PROCEDURE (MOVING INTO THE ROOM)

1.21.a During the Move-In Period

Dates and instructions related to the move-in period for each session are posted on the Campus Living website.

1.21.b Before and After the Move-In Period

Residents planning to check-in outside of the move-in period must contact Campus Living prior to arrival for approval of the check-in time. Current check-in procedures are available on the Campus Living website.

Residents wanting to arrive earlier than the default Contract Start Date must contact Campus Living for approval at least 5 business days prior to the desired check-in date. Early check-ins are approved on a case-by-case basis.

1.22 CHECK-OUT PROCEDURE (MOVING OUT OF THE ROOM)

The default check-out date is noon on the Contract end date. Residents who wish to shorten their Contract must follow the procedures outlined in Sections 1.14 and 1.15.

1.22.a Before the Check-out date

The resident must complete their Forwarding Address on the Portal's "Profile" page before checking out in order to receive a deposit Refund. Residents who do not update their forwarding address within 6 months of the Contract end date will not be eligible for a deposit refund as per Section 1.13 "Deposits and Room Reservations".

The room must be prepared for Inspection by the check-out day. The resident's personal items must be packed or removed such that the cleanliness and maintenance condition of the room and its included items can be assessed.

1.22.b On the Check-Out day

Instructions for preparing the room and arranging a check-out inspection will be sent to the resident by email and will be made available on the Campus Living website.

1.23 MANDATORY MEAL PLAN

A meal option from Diversity Food Services is required for residents of McFeetors Hall dorms. More information on specific meal options is available in Section 5.0 "Meal Options".

1.24 RATES AND PAYMENTS

1.24.a Residence Fees

Note: Family Housing residents are automatically billed according to Payment Plans as described in Section 1.24.c "Payment Plans"

Each session has its own deadline for its associated session fees. By each session deadline the resident must either pay their session fees in full or set up a payment plan (see below). This policy applies to all residents, including those receiving financial assistance including loans, scholarships, bursaries, grants, and sponsorships.

Except for compassionate reasons or Contract cancellation, the resident is liable for all residence fees applicable to the room type and Contract according to the payment deadlines.

1.24.b Session Payment Deadlines

- **Fall 2015:** September 9, 2015
- **Winter 2016:** January 5, 2016
- **Spring 2016:** May 2, 2016

1.24.c Payment Plans

A payment plan splits session fees into four equal installments, payable by the 15th of each month.

Only residents registered as UWinnipeg students during their Contract are eligible for payment plans. Non-UWinnipeg Students must pay full session fees by each session deadline.

To request a payment plan, the resident may select this option on the application or by contacting Campus Living. A \$50 Payment Plan Setup fee is charged once each year between September and August.

Wire transfers are not accepted for payment plan payments.

1.24.d Payment Deferrals

In some exceptional cases, residents may request a payment deferral or customized payment plan from the Campus Living.

1.25 PENALTIES FOR FINANCIAL NEGLIGENCE*1.25.a Late Payment Fees*

Each late payment incurs a \$50 Late Payment fee. This applies both to late full session fees payments and late Payment Plan payments.

Bounced/NSF cheques (i.e. cheques that do not clear because of non-sufficient funds or other account issues) incur a \$45 NSF fee in addition to the late fee. Submitting multiple NSF cheques is grounds for Sanctions up to and including eviction from residence.

1.25.b Personal Restrictions/Academic Holds

Residents who are in financially negligent a Hold applied on their resident and student accounts. A Hold, also called Personal Restriction, prevents students from making changes to course registration, obtaining transcripts, graduating, and applying for residence. Once applied, Holds are removed only when the violations that effected them have been resolved. (See also Section 3.5.)

1.25.c Eviction

Students who make multiple late payments or NSF cheques, or who ignore payment deadlines and related communications may be subject to sanctions specified in Section 1.17 “Eviction (Termination of Contract by The University)”. (See also Section “3.5.1”)

1.25.d Collection of Bad Debt

Charges outstanding at the end of the fiscal year for residents who have moved out of residence may be sent to a collections agency.

1.26 LIABILITY

The University is not responsible for loss of, damage to, or theft of personal belongings. The resident is solely responsible for any damages to property not owned by The University, and is protected by the tenant insurance purchased through Campus Living.

1.27 TENANT INSURANCE

Tenant insurance protects against the costs incurred by fires, break-in, and other unfortunate incidents. Without tenant insurance, residents would be responsible for the entire cost of repairs and stolen or damaged items.

A tenant insurance fee of \$44 per session added to each resident's account. This charge is a fixed per-session amount and is not prorated for residents who shorten their Contract.

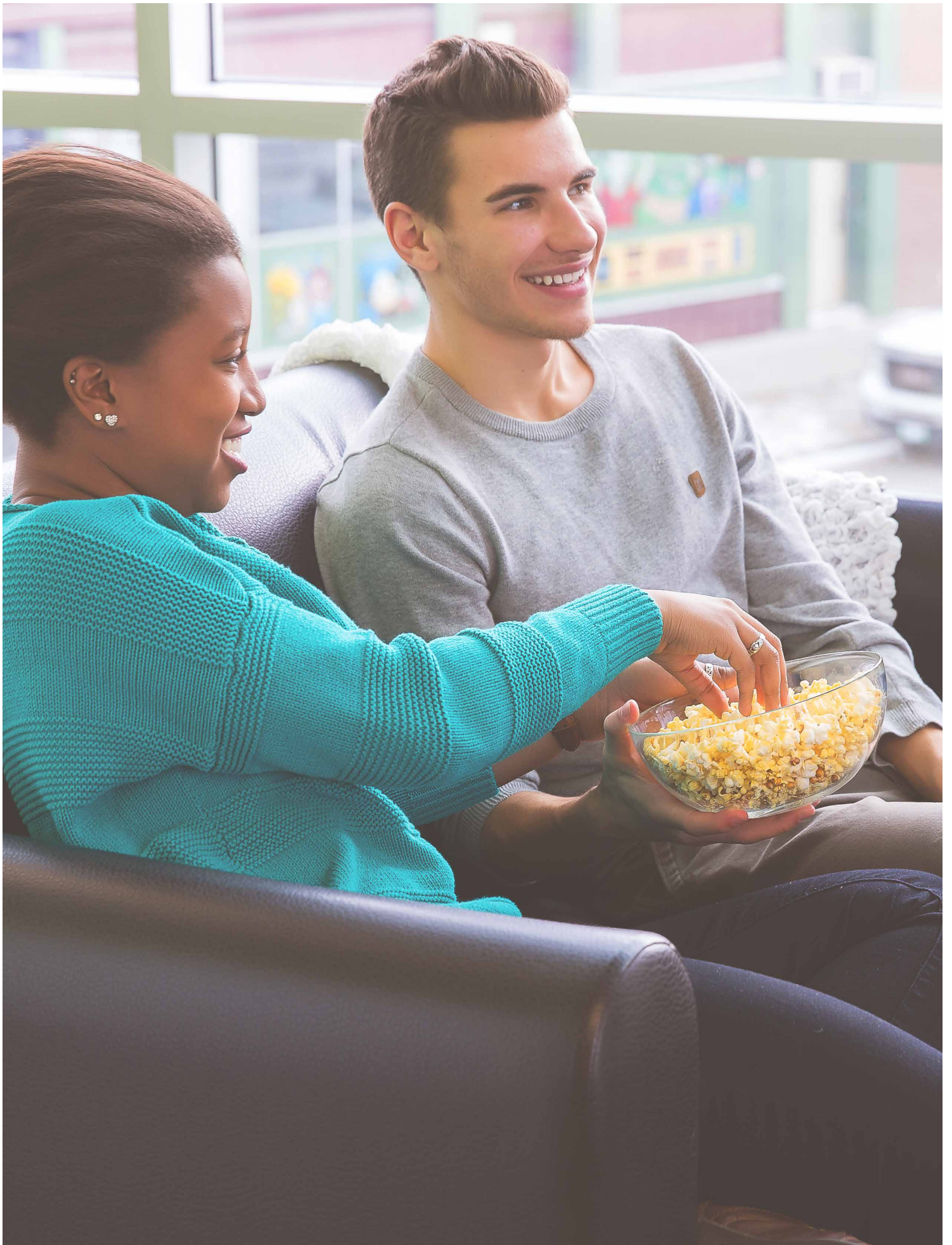
The tenant insurance policy offered to residents through Campus Living is provided by Red River Mutual and brokered by HUB International Horizon Insurance. Copies of the Insurance Contract are available through Campus Living and on the Campus Living website. Specific questions about the tenant insurance policy should be directed to HUB International.

1.27.a Mandatory Policy

It is mandatory for all residents to purchase this tenant insurance policy, even where existing coverage is in place.

1.28 LIONS MANOR POLICIES

Residents of Lions Manor must abide by policies set forth by Lions Manor. While every effort has been made to include relevant policies within this Contract, Lions policies which are not included also apply to residents.



2.0— COMMUNITY STANDARDS

2.1 STATEMENT OF RIGHT AND RESPONSIBILITIES

The well-being of all members in a residence community depends on the balance of the community's ability to meet the needs of every 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.

2.2 RIGHTS OF A RESIDENT

- The right to sleep, socialize and study in a clean and safe living environment.
- The right to privacy and confidentiality from the Campus Living Department with regards to all personal and student conduct-related information. For exceptions to the disclosure of information, please refer to Section 1.3.a “FIPPA Disclaimer”.
- The right to have all reported residence Violations or concerns addressed in a timely and efficient manner.
- The right to a living environment that is free from unwelcoming, discriminatory or threatening behaviour that is physical, verbal or emotional in nature.
- The right to expect Campus Living to abide by the terms and conditions outlined in the Contract and follow departmental policies and procedures.

2.3 RESPONSIBILITIES OF A RESIDENT

As a member of the residence community, each resident has the following responsibilities:

- To read, understand and abide by the Contract Community Standards and follow Campus Living policies and procedures
- To treat all members of the residence community with respect and consideration.

- To behave in a responsible manner and to accept responsibility for inappropriate behaviour and/or damages, including the corresponding consequences.
- To accept the responsibility of personal and community health and safety, including but not limited to the misuse of life safety equipment, losing/sharing keys or fobs, failing to lock doors and windows.
- To report Violations, damages or safety concerns to the Campus Living department in a timely manner.
- To contribute positively to the residence community and cooperate with all members, including staff.

2.4 COMMUNITY STANDARDS GUIDELINES

The residence community is a unique environment that caters to a diverse population of students. While living in residence, students are required to abide by the Community Standards, a set of behavioural expectations that clearly outline what is considered to be acceptable and unacceptable conduct. Community standards are meant to ensure that individual rights and safety are protected and maintained to help foster a healthy living and learning environment. The University and all members of The University community, particularly those in leadership roles, share the responsibility of establishing and maintaining a climate of respect within this community and of addressing any situation(s) in which respect is lacking. Violations of these Standards or actions that contribute to or facilitate violations are considered to be breaches of the Contract and may result in disciplinary action. Violations of the Community Standards can be brought to the attention of Campus Living in a variety of ways, including but not limited to observation by Campus Living staff, Campus Security, Diversity Food Services, other students, or evidence demonstrated in images, video or social media.

2.5 COMMUNITY STANDARDS PROCESS

When a suspected incident occurs, an incident report is written by University staff, security personnel, and/or other witnesses. These reports are then reviewed by Campus Living Management to conduct an appropriate investigation.

If the investigation requires further information, Campus Living Management will contact the individual(s) involved through e-mail to set up a meeting. The e-mail will request the individual to book a time to meet with Campus Living Management to discuss the details of the alleged incident. During the meeting, the individual is given an opportunity to give their own statement regarding the incident in question. The individual will receive incident related information and will be able to ask questions that may arise during the meeting. Failure to meet with Campus Living Management in a timely manner will waive an individual's right to provide testimony and/or their own version of events. As a result, all decisions and accompanying sanctions will be determined based solely on the information that Campus Living has previously received.

Based on the information obtained during the student conduct meeting, Campus Living Management will decide whether or not the individual was responsible for the incident violating Campus Living policies. If the individual is found responsible for violating Campus Living policies, they will receive documentation regarding the outcome of the student conduct meeting and any accompanying Sanctions.

If the individual disagrees with the outcome or sanctions that have been applied, they have the right to appeal the decision in writing to Campus Living within 5 business days of receiving documentation. Students have the choice of pursuing one of two appeal processes; to the Director of Campus Living or the Local Disciplinary Committee (LDC). See Section 3.6 "Appeals Process" for more information.

2.6 ALCOHOL (LEVEL 1, 2, 3)

Residents who choose to consume alcohol while on University property, including residence, must do so responsibly and in compliance with municipal, provincial and federal laws.

2.6.a Prohibited Areas for Consumption (Open Alcohol)

Alcohol consumption may only occur within a resident's room or building lounges and is prohibited in public areas of residence buildings. Public areas include but are not limited to all main hallways/stairwells, elevators, washrooms, laundry rooms, main lobby of Lions Manor and McFeetors, and front stoops of Balmoral. Alcohol is prohibited in exterior areas of each Residence building and must remain indoors in the aforementioned designated areas.

2.6.b Underage Drinking

Alcohol may only be consumed by those students who have reached the legal drinking age (18 years). Underage drinking is not permitted in Residence. Students may be found in Violation of this law when the evidence demonstrates that a student has used, is about to use or will use alcohol illegally/inappropriately in the future. This includes being under the influence of or possessing alcohol. Students/visitors who provide alcohol to those who are under the legal drinking age will also be held accountable.

Please see Section 3.3 "Discipline Process for Minors" for more information.

2.6.c Drinking Games and Mass Consumption

Participating in drinking games in residence is prohibited. Drinking games constitutes any activity involving skill, chance or endurance which one or more persons play according to a set of rules involving the consumption of alcohol. Examples of drinking games include but are not limited to; flip cup, beer pong, cards century club, funneling and shot gunning. The University reserves the right to confiscate alcohol-related paraphernalia (i.e. funnels) deemed to be associated with mass consumption of alcohol or its promotion in residence.

2.6.d Overconsumption of Alcohol

Consuming alcohol to the point of extreme intoxication, where a student becomes a burden to staff or friends, or is a danger to him or herself and/or the community is prohibited.

2.6.e Common Source Alcohol

Possession and/or consumption of 'common source' alcohol including kegs, Texas mickeys, Jell-O shooters, bubbas or other large containers of alcohol (defined as 14oz of beer/60oz hard liquor/1.5L of wine) is prohibited on residence.

2.6.f Alcohol Glorification

Displaying items in any area of residence that glorifies alcohol consumption is prohibited. Beer can walls, beer case displays and displays of alcohol bottles or any other large collection of recyclables are not to be kept in a resident's living space and must be removed immediately.

2.6.g Transport of Alcohol

Alcohol may only be transported in a closed container in residence. Alcohol that is defined as closed should be able to be tipped upside down without spilling upon request (the blizzard principle).

Non-glass containers are recommended for alcohol storage whenever possible.

2.7 SUBSTANCE ABUSE & ILLEGAL DRUGS (LEVEL 3)

The use, possession or trafficking of illegal, prescription and/or non-prescription drugs for recreational purposes is strictly prohibited in residence. Trafficking includes but is not limited to the manufacture, sale, giving, transporting, administering, sending, delivery, & distributing any of the aforementioned substances.

Any involvement, whether direct or indirect, in any illegal drug or drug-related activity is prohibited. Evidence that a student has used, is about to use or might use drugs in the future, such as drug traces, paraphernalia or the smell of an illegal substance in residence will be assumed to be conclusive of use or possession.

Possession of any paraphernalia that is associated with the possession, use or trafficking of illegal substances is prohibited in residence (i.e. Bongs, grinders, scales, rolling papers, pipes etc.). Campus Living reserves the right to confiscate and dispose of all drug-related paraphernalia deemed to be associated with use or promotion of drugs in residence.

Drug-related violations will not be tolerated and may result in eviction from residence or referral to the police. Residents found associated with any drug use or possession will, at minimum, receive a \$50.00 fine for a first time violation and be placed on residence probation. For further details regarding residence probation, refer to section 3.5.I “Residence Probation”.

2.8 SMOKING (LEVEL 2)

As the University is a smoke-free campus, smoking is not permitted in any areas of residence buildings, including all main entrances, front porches and backyards in Balmoral, exterior stairwell doors and apartment balconies/terraces in McFeetors, and the courtyard in Lions Manor. Residents and visitors who wish to smoke must do so on the sidewalk or other non-University property.

The act of smoking includes without limitation: smoking cigarettes, cigars, pipes; smoking using hookahs, shishas, vaporizers, electronic cigarettes or any other smoking device.

Residents wishing to possess or use a smoking device for religious purposes must seek and receive prior written permission from Campus Living.

2.9 COOPERATION WITH STAFF (LEVEL 1, 2 OR 3)

Residents and visitors are expected to cooperate with staff members, including but not limited to Campus Living staff, Facilities staff, emergency personnel, security services, and Lions Manor staff members. Failure to cooperate or comply with requests with staff members will not be tolerated.

Failure to cooperate with staff includes but is not limited to the following:

- Lying or misleading staff members
- Failing to provide appropriate identification
- Obstructing or interfering with any investigation
- Acting inappropriately or in a hostile manner towards staff
- Harassment or abuse of any staff member
- Noncompliance with verbal or written instructions and requests

2.10 DISCRIMINATION, HARASSMENT AND BULLYING (LEVEL 2 OR 3)

The University does not condone behaviour that is likely to undermine the dignity or productivity of any of its members, and prohibits any form of discrimination or harassment, whether it occurs on University property or in conjunction with University related activities. The University and all members of the University community share the responsibility of establishing and maintaining a climate of respect within this community and of addressing any situation(s) in which respect is lacking.

Harassment is defined as inappropriate comments or conduct in relation to a person or group of persons that has the effect or purpose of creating a hostile or intimidating living, working, or educational environment. This includes any attention or conduct by an individual or group who knows, or ought reasonably to know, that such attention or conduct is unwelcome, unwanted, offensive, or intimidating-this includes online conduct in social media, including but not limited to Facebook, Twitter, email, instagram etc. Harassment based on a person's race, culture, creed, sexual orientation, gender, age, abilities, or appearance will not be tolerated.

The University is committed to meeting its obligations as an employer under both the Manitoba Human Rights Code and the Workplace Safety and Health Act, and will ensure, so far as it is reasonably practicable, that no member of the University community is subject to human rights discrimination or harassment, sexual harassment or personal harassment as defined by law and in Respectful Working and Learning Environment Policy (RWLEP).

Campus Living will levy residence-related sanctions for residents who are found violating this policy, aside from the possible outcomes that could arise from RWLEP.

The complete Respectful Working and Learning Environment Policy is accessible from uwinnipeg.ca

2.11 CLEANLINESS (LEVEL 1)

Residents are expected to maintain the cleanliness of their apartments, rooms and washrooms and adhere to proper disposal and removal of garbage and recycling. All Residents are expected to participate in general cleaning, which includes taking responsibility for their own dishes and disposal of items once they are finished with them. In addition, food must be stored in sealed plastic or glass containers when not in use, to avoid contamination, pests and odour. Food that is left out in open containers in common areas may be discarded by Campus Living or cleaning staff.

For details regarding Health and Safety Inspections, refer to section 4.8.c “Cleanliness & Room Maintenance”.

2.12 DANGEROUS MATERIALS AND WEAPONS (LEVEL 3)

Residents and visitors are not permitted, at any time to possess any items that are created, intended or used to cause harm or that could be viewed as threatening to others in residence.

This includes the possession and/or use of any of the following:

- Real or replica projectile weapons, including but not limited to firearms, air/water/paintball guns, cross bows, sling shots and ammunition
- Blades of any kind including but not limited to bayonets, swords, knives not used for food preparation, and martial art related blades
- Any other weapons, whether used for martial arts or other forms of combat training such as tactical gear, or otherwise
- Explosive or flammable materials, including but not limited to fireworks, hazardous chemicals, gasoline, propane tanks, dynamite or other such materials

2.13 DANGEROUS OR VIOLENT BEHAVIOUR (LEVEL 3)

Participating in behaviour or activities that may cause personal injury, injury to others, property damage or threatens the integrity of the residence community is prohibited. Such activities can include but are not limited to being on the roof of a building, dropping items from windows, throwing items, breaking glass, or sitting on a window sill.

Physical and/or verbal aggression towards staff, residents or visitors is not tolerated in residence. Aggressive and violent behaviour includes any behaviour that causes physical or emotional harm to others, or threatens to do so. This behaviour can include but is not limited to any unsafe actions such as pushing, hitting, punching, pushing, pulling, biting, slapping, kicking etc. Anyone who is involved in act of physical aggression may face consequences regardless of who initiated the aggressive behaviour.

2.14 SEXUAL MISCONDUCT (LEVEL 3)

Sexual misconduct towards staff, residents or visitors is not tolerated in residence. Sexual misconduct encompasses all unwelcome conduct of a sexual nature that is prohibited by the University of Winnipeg. Sexual misconduct includes but is not limited to behaviours that are often described as sexual harassment, stalking, sexual assault and the threat of sexual assault. Sexual assault is prohibited under Section 271 of the Criminal Code of Canada and occurs when there is sexual activity or sexual touching with any object or body part of another person without consent or by force. Sexual misconduct is a violation of the Respectful Working and Learning Environment Policy (RWLE) as well as a violation of applicable federal and provincial laws. For further details, the University of Winnipeg’s Sexual Misconduct Guidelines and Protocol, under the Respectful Working and Learning Environment Policy (RWLE) is accessible from uwinnipeg.ca.

2.15 PORNOGRAPHY & GRAPHIC MATERIAL (LEVEL 2 OR 3)

Posting, displaying or making available for viewing any pornographic materials, photos, images, graffiti, including electronic means in public areas such as hallways, common areas, lounges, stairwells, washrooms, or any interior area of a resident’s room that can be seen from an open door is prohibited (in accordance with the Criminal Code of Canada, Section 163). This also applies to the use of computers or network infrastructure to display or distribute such material. Refer also to the University’s Respectful Working and Learning Environment Policy.

2.16 ROOM CAPACITY & PARTIES (LEVEL 2)

Residents are expected to abide by the established maximum capacity for each room type in residence. The maximum capacity for a single room in Lions Manor, McFeetors and Balmoral is 4 people. Double rooms in McFeetors and apartments in Lions Manor are permitted no more than 8 people at one time. When gatherings of 15 or more persons occur in any residence building, it is considered a party and permission must be granted from Campus Living.

2.16.a Party Requests

If residents would like to have a party in residence, a member of the event must submit a party request form on uwcampusliving.com a minimum of 5 days prior to the event. The request will be reviewed by Campus Living to decide whether or not the party will be permitted. If a party request is approved, all members of the party must agree to and abide by the terms and conditions provided. Unauthorized parties are prohibited.

2.16.b Party Requirements

Hosts: All parties must be attended by at least one host who will assume responsibility for the visitors at the event. There must be at least one host for every 15 visitors at a party. Hosts must be present and available for the entire function, must assume responsibility for the actions of all visitors and cannot consume alcohol. Hosts must ensure that the last party visitor has left the party location by 1:00 am. Hosts are also responsible for all cleaning following the party as this task is not to be left to the cleaning staff or Campus Living staff.

2.16.c Alcohol

If alcohol will be present, consumption or transport can only occur at the event location and is not permitted in public areas (see Section 2.6 “Alcohol” for further details). No visitors under the age of 18 may consume and/or possess alcohol. Drinking games and paraphernalia related to mass consumption are not permitted.

2.16.d Noise

Any noise from a party cannot be excessive, must be limited to the inside of the party location and visitors must be respectful of quiet hours.

A designate of the Campus Living staff may visit a party at any time to ensure that all terms and conditions are being followed and has full authority to cancel the party at any time.

2.17 FIRE SAFETY (LEVEL 2 OR 3)

2.17.a Open Flames

Open flames, including but not limited to attended or unattended lit candles, lamps requiring combustible fuel and incense are not permitted in residence common areas or individual rooms. Residents who require the use of candles or incense for religious purposes should contact Campus Living.

2.17.b Cooking

Cooking in dorm rooms is not permitted. Electrical cooking appliances (i.e. toasters, kettles, microwaves etc.) are permitted to be stored in room but can only be used in areas with approved kitchen facilities. Residents must be in attendance of their cooking appliances while in use.

2.17.c Alarms & Emergencies

Residents are not permitted to keep personal items of any size in any stairwell, hallway, common area, as they could become hazards in the case of an emergency. In the event of a fire alarm or other emergency, residents are required to evacuate the building and remain in designated areas until permission to re-enter the building has been granted by Campus Living staff, emergency or security personnel. Failure to evacuate during these situations is prohibited. Please see Section 4.15 “Emergency Evacuation Policy” for further details regarding evacuation procedures and protocol.

2.18 TAMPERING WITH LIFE SAFETY EQUIPMENT (LEVEL 3)

Life Safety equipment including sprinklers, smoke detectors, fire exit signs, fire extinguishers, fire alarm pull stations, alarm bells, AED machines, elevators, surveillance system and any other safety-related equipment is necessary to safeguard all residents. Discharging, interfering with the normal operation, tampering with, or using any life safety equipment for any other purpose other than an emergency is strictly prohibited. Examples include but are not limited to covering, removing wires or batteries, hanging objects from sprinklers, striking equipment with an object, propping emergency doors or activating an alarm outside of an emergency.

It is also the responsibility of all residents to report a non-functioning life safety device to Campus Living.

2.19 VISITORS IN RESIDENCE (LEVEL 1, 2 OR 3)

All residents must assume responsibility for their visitors and are accountable for any behaviour or actions that the visitor participates in which violate the Community Standards of the Contract. Visitor privileges may be revoked if Campus Living determines that a resident has abused his/her privileges through excessive use or inappropriate behaviour.

2.19.a Arrival and Movement of Visitors

Visitors must be met by their residence host at the front entrance of the residence building (rather than inappropriately entering and wandering through the building unaccompanied). It is the responsibility of the host to ensure that their visitor follows the proper sign-in procedure and accompany the visitor at all times. Visitors may never be left unaccompanied in residence or given key/card/fob access to residence buildings. For students in double rooms or Balmoral houses, the resident must receive consent from their roommate(s) prior to having an overnight visitor.

2.19.b Visitor Sign-In Procedure

All residents must accompany their visitors to sign in via the sign-in sheets that are found with each Resident Advisor. For the safety of the residence community, all visitors who are staying overnight or will be present between the hours of 11:00pm-6:00am are required to sign-in and be able to provide basic identification information. For residents of Lions Manor, all visitors must additionally sign in at the Lions Manor reception desk, which includes accompanying license plate numbers if the visitor has parked in the visitors' parking lot. Non registered visitors will be asked to leave the building and/or will be escorted from campus immediately.

2.19.c Duration of Visits

Each resident is permitted to host up to 2 visitors at any one time in their own residence building for no more than 3 consecutive nights per month, with a total of 6 nights per month. In the event of an extenuating circumstance, residents may ask for permission from the Manager of Campus Living to adjust the amount of nights their visitor can stay. If a visitor stays overnight, they are required to sleep in their host's assigned living space and not permitted to sleep in common areas or outside of Units. The abuse of visitor privileges, such as having a visitor visit multiple times under different hosts' responsibilities will not be permitted and could lead to the loss of visitor privileges.

2.19.d Visitor Behavioural Expectations

During their visit, all visitors are the responsibility of the residence host. In the event that the visitor causes damages, is disruptive or conducts themselves inappropriately, they will be asked to leave the building and their host will be held accountable for their actions regardless of whether they participated, condoned or were aware of the behaviour or not. If a resident is concerned about their visitor's behaviour or actions, it is imperative that they instruct their visitor to leave before it becomes an issue, or contact a Resident Advisor or Security Services for assistance.

2.19.e Uninvited/Unauthorized Visitors

In the event that an uninvited visitor arrives, residents are still required to follow the sign-in procedure and will be held accountable for their behaviour during their stay. A resident who facilitates entry and access (opening a locked door or allowing an individual to 'tailgate' through a locked door) to any individual that does not live in the designated building will be considered the host of that individual and will be held accountable for their actions as if that person were their visitor.

2.20 NOISE (LEVEL 1 OR 2)

Consideration with regard to noise is imperative to maintaining a respectful environment that allows all students the ability to study and sleep effectively while in residence. Any individual within a building has the right to request the termination of unreasonable noise whether this is done by a Campus Living staff member, Campus security or a student directly. Unreasonable noise includes but is not limited to, loud volume of any type of speakers, stereos, amplifiers, sub woofers, instruments or an individual's voice. In addition to being considerate at all times, Campus Living has implemented quiet hours in all residence buildings.

2.20.a Quiet Hours

Quiet Hours are times during which residents are prohibited from making noise that can be heard outside of their room, or may disturb a roommate or any other resident in the building.

General Quiet Hours are as follows:

- **Sunday to Thursday:** 11:00PM–8:00AM
- **Friday & Saturday:** 1:00AM–8:00AM

2.20.b Exam Periods

Extended quiet hours are implemented during December & April Exams. During the months of December and April, 22 hour quiet hours are in effect, allowing moderate noise during the hours of 7:00 PM–9:00 PM on a daily basis. Parties or gatherings in residence will not be permitted during exam periods.

2.20.c Scholars Floor

The quiet hours on the Scholars floor begin an hour earlier and extend an hour later than quiet hours on other floors. During exam periods, 22 hours Quiet Hours still apply, with moderate noise being acceptable during the hours of 7:00 PM–9:00 PM.

Scholars Floor Quiet Hours are as follows:

- **Sunday to Thursday:** 10:00PM–9:00AM
- **Friday & Saturday:** 12:00AM–9:00AM

2.21 PETS (LEVEL 1 OR 2)

If a Resident or their Visitor requires a service animal, the following process must be adhered to prior to the animals' arrival. A Resident may keep a service animal (as defined by Manitoba Human Rights Commission) in their room provided that they notify Campus Living with acceptable documentation to verify that the animal is certified and is required by the Resident due to a documented disability. If a Resident has a Visitor that requires a service animal, a similar process must be followed to ensure that Campus Living is aware prior to the animal's arrival in Residence.

Any service animal must be kept in such a manner so as to not disturb, threaten or create a nuisance to the Residence community and in accordance with the applicable Residence policies.

2.22 ILLNESS

Due to the communal nature of living in residence, persons suspected of being infected with a communicable disease will be required to seek medical attention. Depending on the nature of the illness, the resident may have to be quarantined to maintain the safety of other residents.

2.23 KEYS, CARDS, & FOBS (LEVEL 2)

For the safety of the residence community, residents are not permitted to copy, tamper with, lend or give their keys/cards/fobs to anyone else. Residents are responsible to keep their keys with them to avoid being locked out of their Units. The repeated need to have a Campus Living Staff member give a resident access to their room due to lost, forgotten or misplaced keys may be considered an abuse of this privilege and may result in further sanctions.

2.24 THEFT (LEVEL 3)

Theft or possession of another person's property without permission is prohibited and may result in paying restitution and/or referral to the police.

Removing and/or relocating University furniture or equipment from its original and/or intended location is considered theft and is not permitted. This includes the relocation of furniture from lounges or common areas to the room.

2.25 SPORTS/PHYSICALLY ACTIVE GAMES IN RESIDENCE (LEVEL 1 OR 2)

Activities that are potentially destructive, disruptive and/or may cause physical injury or property damage are not permitted in residence common areas including but not limited to; lobbies, hallways, stairwells, elevators, lounges. These activities may involve throwing, kicking or shooting an object (such a ball hockey, football, golf, soccer, Frisbee, hacky sack), or games/activities that may result in participants running (such as tag, water fights), cycling, skateboarding etc.

2.26 SOLICITATION/COMMERCIAL USE (LEVEL 2)

The use of a room, residence and/or University services for any commercial purpose is prohibited including but not limited to a resident's mailbox, data connections & common areas of residence buildings. Door-to-door selling and solicitation of any kind is prohibited in residence.

2.27 PRANKS/RAIDS (LEVEL 2 OR 3)

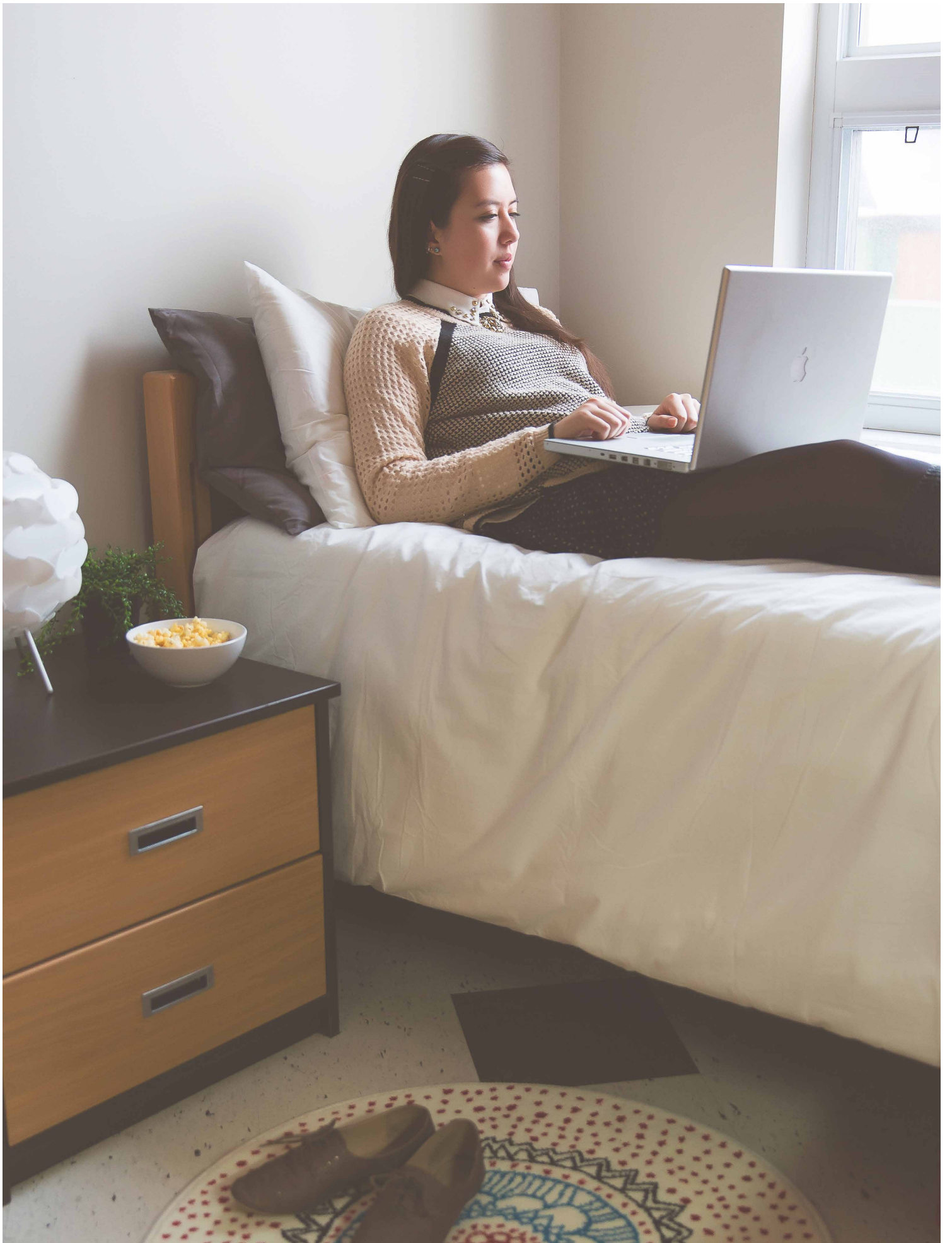
Initiating, encouraging, supporting or participating in raids or pranks that are inappropriate, destructive, messy, offensive or hostile towards residents and/or staff, or that jeopardize the safety and security of others is prohibited.

2.28 RESTRICTED AREAS (LEVEL 2)

All residents are prohibited from being in or on any restricted areas. This includes areas not normally used by persons other than staff, and includes but is not limited to the roof of any building, mechanical rooms, and Lions Manor PCC. Should a resident find that the access to a restricted area is open or unlocked, this does not grant permission to that area and they are asked to immediately report the security breach to Campus Living.

2.29 GAMBLING (LEVEL 2 OR 3)

Participating in and/or running an illegal gaming or gambling operation in residence is prohibited. Games of skill or chance where money and/or property changes hands are prohibited under this policy.



3.0— ENFORCEMENT & DISCIPLINE

3.1 OBJECTIVES OF ENFORCEMENT

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

3.2 DISCIPLINE PROCESS

When a suspected incident occurs, an incident report is written by University staff, security personnel, and/or other witnesses. These reports are then reviewed by Campus Living Management to conduct an appropriate investigation.

If the investigation requires further information, Campus Living Management will contact the individual(s) involved through e-mail to set up a meeting. The e-mail will request the individual to book a time to meet with Campus Living Management to discuss the details of the alleged incident. During the meeting, the individual is given an opportunity to give their own statement regarding the incident in question. The individual will receive incident related information and will be able to ask questions that may arise during the meeting. Failure to meet with Campus Living Management in a timely manner will waive an individual's right to provide testimony and/or their own version of events. As a result, all decisions and accompanying sanctions will be determined based solely on the information that Campus Living has previously received.

Based on the information obtained during the meeting, Campus Living Management will decide whether or not the individual was responsible for violating Campus Living policies. If the individual is found responsible, they will receive documentation regarding the outcome of the meeting and any accompanying sanctions.

Resident Advisors, being in leadership positions in the community, will be held to a higher standard and may therefore be levied with higher sanctions.

Campus Living staff are unable to discuss any discipline matters under investigation by Campus Living or pending evictions without written permission from all involved. This is a strict regulation due to FIPPA (Freedom of Information and Protection of Privacy Act).

Section 3.0 “Enforcement & Discipline Process” attempts to provide examples of sanctions that may be applicable for particular behaviours. This does not limit the possibility of other sanctions being imposed, should the situation warrant. All financial costs incurred, as a result of a violation of the contract, will be applied to the resident's Campus Living account. All sanctions are considered to be in effect once the resident(s) has been notified in writing following their meeting with Campus Living Management.

3.3 DISCIPLINE PROCESS FOR MINORS

When an incident occurs involving a student under the age of 18, depending on the severity of the violation, there may need to be some communication between Campus Living and the custodian. The following process has been developed to ensure that all parties understand the process that will be undertaken, should the need arise for disciplinary action.

- The residence Community Standards and Guidelines are listed in Section 2.0 “Community Standards”. Violations of these Standards, or actions that contribute to the Violations of these Standards, may result in disciplinary action.
- Violations will result in a disciplinary meeting with the Director or Manager of Campus Living. Depending on the severity of the Violation, the possible outcomes vary and are listed in Section 3.5 “Possible Disciplinary Outcomes”.
- If the resident receives a verbal or written warning for a minor incident, confidentiality will remain intact between the student and Campus Living, providing the student an opportunity to correct his/her behaviour.
- If the Violation is more severe, there are repeated Violations, or the behaviour poses a health or safety risk to him/herself or their community, the incident(s) may be communicated with the Custodian. This communication may include a phone call, email, and/or a copy of the Discipline Letter. If the communication is a result of multiple incidents—all incidents up-to-date may be shared with the Custodian at the discretion of Campus Living Management.
- If the Violation leads to residence Probation, a copy of the Discipline Letter will be shared with the Custodian. The student will be given the opportunity to make a phone call from the Campus Living office with the Campus Living Director or Manager to inform the Custodian of the incident and the forthcoming letter
- Should the Violation(s) lead to an eviction and termination of the Contract, the student will be given the opportunity to contact his/her custodian immediately following the discussion. This phone call will take place from the Campus Living office with the Campus Living Director or Manager. If the student does not wish to contact their custodian, the Campus Living staff member will make the phone call.

3.4 THREE VIOLATION LEVELS

3.4.a Level One Violations

Level One violations include the least dangerous or serious violations of the Community Standards. These violations refer to actions that interfere with the rights of another individual(s) to the peaceful use and enjoyment of his or her space in residence. Any resident's third Level One violation is treated as a Level Two violation, regardless of the nature of the violation.

3.4.b Level Two Violations

Level Two violations represent actions that pose a greater risk to the safety and/or property of residents, the University, or the integrity of the residence community. Any resident's third Level Two violation is treated as a Level Three violation, regardless of the nature of the violation.

3.4.c Level Three Violations

Level Three violations are actions by an individual(s) which endanger the safety and security of themselves or others; compromise personal or University property; attack the dignity/integrity of an individual; and/or contravene municipal, provincial or federal laws. Level Three violations warrant the highest degree of sanctioning determined by Campus Living management, which can include residence eviction.

3.5 POSSIBLE DISCIPLINARY OUTCOMES

The following sanctions can occur as consequences for violating the Community Standards of the Contract (alone or in combination). All sanctions will be documented through a Discipline Letter that is sent to the student following their student conduct meeting with Campus Living Management.

3.5.a Written Warning

A written warning is meant to ensure that students are aware of the Community Standard(s) that have been violated. A written warning is recorded and tracked by Campus Living and typically issued for a Level One minor violation.

3.5.b Fine

A fine is a monetary sum of money charged to a resident's account. Fines can be issued by Campus Living Management. Residents will be expected to pay the amount by the deadline outlined in the Discipline letter. Fine amounts can vary depending on the severity of the violation.

3.5.c Collective Billing/Fine

Communities of students (i.e., a specific floor or house) may be billed collectively for damages that occur to the common areas they occupy. This is only done after attempts have been made to find the individuals responsible for the damage. This includes but is not limited to additional cleaning, building or furniture damages, and missing residence property.

Residents responsible for damages will be charged the cost of replacement or repair. Residents will be expected to pay the amount by the deadline outlined in the Discipline letter.

3.5.d Financial Restitution

Restitution is monetary compensation required of students who have taken, misused, damaged, lost, or destroyed residence property. The amount of restitution is assessed based on costs to repair, replace, recover, clean, or otherwise account for the property or services affected.

3.5.e Loss of Guest Privileges

Residents whose guests violate Community Standards can be denied having guests in residence for as short as one (1) week to a maximum length of their entire stay in residence.

3.5.f Community Service

Community service hours are an allotted amount of time that a resident will be required to complete within the University or residence to repair any harm done and positively give back to their community. Community service hours may be used individually or in addition to any number of other sanctions and may vary in amount depending on the severity of the violation.

3.5.g Assessment from Other Units

In some cases, residents may be asked to see other units, professionals, or off-campus partners. Examples of these professionals include: Klinik Health Services, Student Intake & Conduct, Counselling services, Human Rights and Diversity Officer, Winnipeg Police Services, or Security Services.

3.5.h Alcohol Probation

Residents who are placed on alcohol probation may not possess or consume alcohol in any residence building, or return to residence intoxicated. Alcohol probation can be imposed for as short as one (1) week to a maximum length of a resident's stay in residence.

3.5.i Residence Probation

Residence Probation is defined as a resident's last chance to remain in the community. Any subsequent violation that is serious enough to warrant a fine may result in immediate eviction from residence. Residence Probation also means that a resident is ineligible to return to residence for as short as one (1) academic year (including Spring term) to indefinitely. If a resident has continued to be incident free since their probationary status was levied, a request can be made to Campus Living management to review eligibility. Probationary status may be extended to the next academic year, if a resident is permitted to return to residence.

3.5.j Student Account Hold

A Hold, also called Personal Restriction, will be placed on a resident's student and Campus Living accounts in the event that the resident has failed to complete or follow disciplinary sanctions and deadlines. Holds restrict a student from University services such as registering for or changing classes, requesting a transcript, graduating, or applying for classes or for residence. A student's hold can be removed from an account once the student has met with Campus Living management regarding their incompleteness and/or successfully completed their outlined sanctions.

3.5.k Ban/Barring

If a resident and/or Guest(s) present a threat to another resident or the residence community, they may be asked to leave residence immediately and could be banned/barred from residence. This ban/bar can be imposed for as short as one (1) academic term to indefinitely.

3.5.l Eviction

In the event that a resident significantly impedes on the rights of others to access, enjoy, and feel safe in residence, or in the event that a resident consistently fails to abide by Community Standards, the resident may be considered for eviction. Eviction may be imposed as the result of a single Level Three violation or multiple lower Level violations.

In the event of an eviction, the resident will be notified in writing, and will be given a minimum of 48 hours to a maximum of 5 days' notice to vacate the room; however, in some cases an immediate eviction can be levied by the Director of Campus Living. A representative of Campus Living will verify that the resident vacates the room by the designated time and that the relevant swipe cards/keys are collected and/or cancelled, or that locks are re-keyed if necessary.

A resident whose occupancy is terminated by Campus Living will forfeit the deposit and be held responsible for fees for the current booking and any applicable additional fees, including but not limited to any damages or cleaning charges. UWinnipeg students will have a Hold placed on their UWinnipeg account until all fees are paid. If the charges are outstanding at the end of the fiscal year, the account may be sent to a collections agency.

3.6 APPEALS PROCESS

If a student disagrees with the outcome or sanctions that have been applied following a student conduct meeting, they have the right to appeal the decision in writing to Campus Living within 5 business days of receiving disciplinary documentation. During the appeal process, residents must comply with all aspects of an imposed sanction until such time as they are notified in writing of the outcome of their appeal. To submit a notice of appeal, the written document must include an outline of the reason for disputing the outcomes of the student conduct meeting. The reasoning must be based on one of the following grounds:

- Bias or unfair treatment
- Procedural error
- The Sanction is not a logical consequence of the Violation
- New information/evidence has been found

The appeal must also include which internal appeal process the student wishes to pursue; appealing to the Director, Campus Living (1 over 1) or appealing to the Local Disciplinary Committee (LDC). The LDC is a collection of individuals whose membership includes; nominated residence students, representatives of Campus security, the UWSA, Campus Living and administrative staff members brought together to hear appeals brought forward by residence students. Two options are available to students who wish to appeal sanctions, as some students will not want their appeal heard by a committee and may choose to talk to the Director.

An appeal hearing will occur within 5 business/working days of the appeal being filed with Campus Living. This hearing will include a statement made by the student regarding their reason for appeal, the details of the Discipline letter presented by the LDC Chairperson or Director, followed by any questions that are relevant to the incident. Following the appeal hearing, a decision will be made by the LDC or Director and the student will be notified of the results within five (5) business/working days of the hearing.

Once a decision has been levied by the Director or the LDC, should the student decide to pursue the matter, it must be submitted in writing to the Registrar within two (2) business/working days after receiving the outcome of their original appeal.

Please note: All appeals related to sanctions that are levied by the Director, as well as eviction and barring outcomes must be submitted directly to the Registrar.



4.0— FACILITIES

4.1 BED LINEN

Residents are responsible to provide their own bed linens.

4.2 SMALL APPLIANCES POLICY

The University Small Appliances Policy applies to all University of Winnipeg property, owned or leased, including all University of Winnipeg sponsored events, and requires that all members of The University community (students, employees, volunteers, Contractors and visitors to the campus) comply with the Policy. The full policy is available from The University website.

4.2.a Safety Standards & Designated Areas

Cooking appliances such as kettles, toasters, hotplates, microwaves, and coffee makers may not be used in rooms without kitchens; they may be used only in Designated Areas (see below) and only if they meet the following safety standards:

- are CSA approved
- have grounded plugs
- are in good working order
- have original, undamaged cords and plugs
- operate within limits of electrical circuit used
- are operated in accordance with manufacturer's instructions
- if heat generating, are not left unattended
- are not used with extension cords (CSA approved power bars are acceptable)
- are unplugged or shut down when not in use

Designated Areas include common area kitchens, apartment kitchens, or any area otherwise identified by The University as a Designated Area.

4.2.b Rules for Specific Appliances

Appliances such as hair dryers, shavers, and cooling fans may be used in the room.

Unless included with the room or otherwise specified by Campus Living, window air conditioners are not permitted in residence.

Large appliances such as fridges and freezers over 4 cubic feet may not be used in residence unless already included with the room or room area.

4.3 ENTRANCE TO ROOM

4.3.a Entrance with Notice

University of Winnipeg staff or its authorized Contractors have the right to enter a resident's room, whether or not the resident is present, in the following situations:

- The resident has given written or verbal permission for a specific purpose or occasion, such as by reporting a maintenance issue.
- Campus Living has given the resident 24 hours' notice of intention to enter the resident's room or apartment for inspections and related issues.

4.3.b Entrance without Notice

Campus Living may authorize, without notice, entry to the resident room by University employees, maintenance and emergency personnel, and authorized Contractors in the following circumstances:

- There is evidence of an emergency situation, a Violation of residence policy related to safety, or criminal activity within the room.

4.4 REPAIRS AND ALTERATIONS

All repairs and alterations to rooms will be carried out by The University. Residents are prohibited from repairing or altering the exterior or interior of their room and should report any maintenance issues as described in Section 4.5 “Reporting Maintenance Issues”.

4.5 DAMAGE & DESTRUCTION TO PROPERTY (LEVEL 2 OR 3)

Damage to the personal property of other residents, residence building or residence-associated property including but not limited to furniture/equipment, posters, physical structure of the building or others’ belongings is not permitted and may result in an assessment for damages.

4.6 REPORTING MAINTENANCE ISSUES

The resident is responsible to report any maintenance issues affecting the room during the Contract period, such as those affecting plumbing, windows, locks, furniture, etc. Maintenance issues should be reported on the Campus Living StarRez Portal. Residents may be held responsible for damage caused by failure to report maintenance issues.

It is the responsibility of Campus Living to ensure that reported maintenance issues are repaired in a timely manner. Issues that may result in permanent damage, such as water leaks, are given first priority. Due to unforeseen circumstances, Campus Living cannot guarantee specific turnaround times for repairs. In cases where repair of the maintenance is out of Campus Living control, such as structural issues in buildings rented by The University, Campus Living will make every effort to insure a resolution.

4.7 WASTE DISPOSAL AND RECYCLING

Residents in all buildings are encouraged to recycle waste as much as possible using the facilities available in each building.

4.7.a Lions Manor

Lions Manor residents are responsible to dispose of their own garbage bags using the garbage chutes on each floor. Recycling bins are available in common areas on every floor which are emptied regularly by Lions Manor staff.

4.7.b McFeetors Hall

McFeetors Hall residents are responsible to dispose of their garbage bags in the large bins between McFeetors Hall and the Richardson College building. The garbage bins in common areas are not to be used for personal waste disposal. Recycling bins are available in common areas on every floor and are emptied regularly by McFeetors Hall cleaning staff.

4.7.c Balmoral Houses

Balmoral Houses residents should ask their RA about the waste disposal and recycling procedures for their specific house.

4.8 ROOM INSPECTIONS, CLEANLINESS, AND COMPLIANCE WITH STANDARDS

The resident is expected to maintain room and common area cleanliness and compliance with fire and electrical safety standards. Room Inspections may be periodically scheduled and conducted by Campus Living or its approved Contractors, to ensure compliance with these standards. Each of the room Inspection items is graded on a pass/fail basis. Failure to pass room inspections may result in sanctions specified by Campus Living.

4.8.a Fire Safety Standards

- Flammable items such as clothing, paper, etc. are not over-accumulated as determined by Campus Living.
- Exits are in working order and free of obstructions.
- Windows can be opened and are free of obstructions.
- No halogen lamps, flammable liquids, candles, or incense are present.
- Smoke Detector is in place and uncovered.
- No more than 20% of walls and no part of ceiling is covered. (e.g. with posters)

4.8.b Electrical Safety Standards

- No unauthorized appliances are present.
- CSA-approved power bars are used in place of extension cords.
- Electrical circuits are not overloaded.
- Switches and receptacles are in good working condition.

4.8.c Cleanliness & Room Maintenance

- Surfaces are clean and sanitary (e.g. countertops, sinks, bathtubs, appliances, etc.).
- Flooring is clean and free of food and garbage.
- All areas clean, tidy, and free from overcrowding.
- Only white sticky tack is used to mount posters (i.e. no tape is used).
- Windows are not left open during cold or rainy weather.
- No items (such as posters, banners, flyers, etc.) are visible from outside the room. This includes but is not limited to hanging items in windows or on room doors.
- No modifications are made to the room or its items (e.g. furniture, walls, floors, etc.).
- Existing furniture and wall coverings are in place, undamaged, and unmodified.
- No used/second-hand furniture is present (to prevent pests such as bedbugs).
- Perishable foods are stored in sealed containers.
- No pets are being kept in Residence except as permitted by Section 2.21 “Pets”.

4.8.d Affordable Housing, National Occupancy Standards

Affordable Housing rooms are subject to the following additional criteria based on National Occupancy Standards, which can be obtained from gov.mb.ca/housing/mh/progs/pil.html or from Campus Living.

4.9 PEST TREATMENT

4.9.a Reporting Procedure

If pests are suspected the resident must contact Campus Living immediately. Campus Living will arrange to have the room inspected and treated as soon as possible.

To prevent the spread of pests, residents will not be moved to another room during pest treatment.

The University is not responsible for the cost of replacing furniture and other personal items damaged as the result of pests.

In cases where the room must be treated multiple times and Campus Living suspects negligence on the part of the resident, Campus Living may charge the resident for the cost of pest treatments.

4.9.b Preventing Pests

- Used furniture items are not allowed to be brought into the room, primarily to prevent pests. Pests can hide in even the smallest cracks of furniture and other items.
- The room must be kept tidy to reduce the number hiding places for pests.
- The resident should report any cracks or holes in room walls to Campus Living as a maintenance request on the StarRez Portal.
- While travelling, protect luggage and its contents by encasing it in a plastic bag when not in use. Vacuum the suitcase upon return from a trip and dispose of the vacuum bag immediately after enclosing it in a plastic bag. Put dry clothes in a dryer on high for 15-20 minutes to kill any pests.

4.10 MAIL DELIVERY

Mail addressed to residents must include their specific address, including building address, room number, and postal code. Mail addresses including the words ‘Campus Living’ or ‘University of Winnipeg’ will not be successfully delivered to the resident and may be returned to sender.

4.10.a McFeetors Hall Mail Delivery

Canada Post delivers lettermail and parcels to the McFeetors office on 1st floor. RAs are responsible to distribute mail and parcel notices to the residents’ mailboxes adjacent to the office. For parcels too large to fit into the mailboxes, RAs will leave a parcel notice in the mailbox. Residents can call the RA during duty hours to retrieve their parcel from the McFeetors office. Canada Post will leave delivery notices for large parcels or parcels requiring a signature.

4.10.b Lions Manor Mail Delivery

Canada Post delivers lettermail directly to residents’ mailboxes on the main floor. For parcels, delivery notices are left in the mailbox indicating where the parcel can be picked up.

4.10.c Balmoral Houses Mail Delivery

Canada Post is currently transitioning from door-to-door mail delivery to community mailboxes for residential mail delivery. Until the transition is complete for Balmoral Houses, Canada Post delivers lettermail directly to each house’s mailbox. For parcels, delivery notices are left in the mailbox indicating where the parcel can be picked up.

4.11 STORAGE

Residents of Lions Manor apartments are assigned a specific storage locker on their floor. The resident is authorized only for a specific locker; items stored in unauthorized lockers will be removed.

4.12 LAUNDRY

Laundry facilities are available in each residence building. Laundry facilities are for residents only and may not be used by visitors of residents. Laundry items should be removed promptly from machines and any items left for extended times may be discarded by maintenance and/or cleaning staff. Specific laundry systems and related payment methods are subject to change.

4.12.a Lions Manor

Basement laundry facilities at Lions Manor are reserved for Lions' senior tenants and may not be used by residents.

Residents of Lions Manor dorm floors may use the laundry facilities on apartment floors according to the rules posted in each laundry area.

Residents of Lions Manor apartments may use the laundry facilities on their floor.

4.13 PARKING

4.13.a Car Parking at Lions Manor

Limited assigned parking spaces are available to residents on a monthly fee basis. Residents should contact Lions Manor at 204-784-1239 to inquire about available parking options.

Residents may not park in the visitor parking area. Residents who park in visitor stalls may be towed at the car owner's expense.

Visitors of residents may park in Lions' visitor parking area only by signing in and registering their license plate at Lions reception and only while visiting the resident in the building. Visitors who park overnight must remove their cars by 8:00am. Any cars parked without compliance with this policy will be towed at the car owner's expense.

Parking immediately in front of the building is designated for drop off and pick up ONLY. Parking along the front curb is not allowed at any time. This allows emergency vehicles unobstructed access to the building. Students parking in these areas overnight will be ticketed or towed.

Any car parked in any Lions Manor parking area that is not correctly registered with Lions reception will be towed at the car owner's expense.

Street parking on Sherbrook St. is monitored regularly by the City of Winnipeg according to parking sign regulations. Failure to comply with City parking regulations may result in parking tickets.

4.14 SECURITY

Residents are responsible for taking reasonable precautions to secure their room and residence buildings from a breach of security. This includes but is not limited to keeping doors and windows locked, not permitting unknown persons into residence, and reporting strange activity to Security services and/or Campus Living.

4.15 EMERGENCY EVACUATION POLICY

Residents are required to follow the evacuation procedures posted in each residence building in event of a fire alarm or other emergency, unless otherwise noted. Failure to follow evacuation procedures may endanger the safety of residents and is prohibited. Use of elevators is prohibited in emergency fire situations.

4.15.a Lions Manor

During an announced emergency at Lions Manor, residents should remain in their rooms and follow instructions announced on the building's PA system until the 'all clear' announcement is given.

Lions Manor will announce different emergency codes depending on the type of emergency:

- **Code GREEN** Evacuation
- **Code YELLOW** Missing Resident
- **Code BLACK** Bomb Threat
- **Code WHITE** Violent Situation
- **Code RED** Fire
- **Code BROWN** Chemical/Sewage
- **Code GREY** Air Exclusion



5.0— MEAL OPTIONS

5.1 MEAL REQUIREMENT AT MCFEETORS HALL

Selecting and paying for a Diversity Food Services meal option is mandatory for all residents of McFeetors Hall dorms.

5.1.a Exceptions to Meal Requirement

Residents with special religious and/or exceptional dietary requirements may request an exception to the meal requirement from the Manager of Campus Living (Food Services). To request an exception, please obtain the Meal Exception Form from Campus Living.

5.2 MEAL OPTIONS OFFERED

Meal options are offered in 4 Options (A through D) and 2 categories (Taxable and Tax-Exempt).

The cost of each meal option is set annually by The University and is based on the cost estimated to purchase a specific number of meals per week, plus an administrative fee and applicable taxes. Since the meal card operates on a declining debit system (see below) the number of weekly meals is approximate:

- **Option A**—approximately 7.5 meals per week
- **Option B**—approximately 10 meals per week
- **Option C**—approximately 12 meals per week
- **Option D**—approximately 15 meals per week

5.3 MEAL CARDS AND MEAL DOLLARS

Each subscriber is assigned a specific value of subscribers, equal to the cost of the selected meal option minus an administrative fee and its applicable taxes. Meal dollars can be spent at any Diversity Foods location using the assigned meal card.

The meal card operates on a declining debit system: meal dollars are debited from the meal card until all subscribers are spent. The resident may add additional dollars to the meal card at any time.

5.3.a Lost and Damaged Meal Cards

Lost meal cards must be reported immediately to a Manager at Diversity Foods who will deactivate the lost card to prevent unauthorized purchases. The meal subscriber is responsible for any unauthorized purchases up to the time the missing card is reported.

If the meal card is lost or becomes inoperative because of negligence by the resident (e.g. punching holes in the card) a \$25 replacement card must be purchased from Diversity Foods.

5.4 TAX-EXEMPT MEAL OPTIONS FOR UNIVERSITY OF WINNIPEG STUDENTS ONLY

For UWinnipeg students only, meal Options B, C and D are tax-exempt, allowing the subscriber to make tax-free purchases at Diversity Food Services locations. Only the subscriber may use the tax-exempt meal card, which may be used only to make purchases for the subscriber and cannot be used to purchase alcoholic beverages. Lending of the tax exempt meal card or making purchases for anyone other than the subscriber may result in confiscation of the meal card, fines, and suspension of the meal option.

5.4.a Tax-exempt Meal Card Expiration and Rollover between Sessions

Tax-exempt dollars expire at the end of each session but dollars unused at the end of a session may be rolled over to the next session. When the resident moves out of residence, any unused dollars may be transferred to a taxable debit-style card that will expire 6 months after the resident's Contract end date.

5.5 TAXABLE MEAL OPTIONS

Option A for all students and all meal options for non-UWinnipeg students are subject to Provincial and Federal taxes. These taxes are included in the meal option price for these options. Meal cards for taxable meal options are gift cards that do not expire and are exempt from the purchase restrictions outlined in Section 5.4 “Tax Exempt Meal Options”.

5.6 SELECTING A MEAL OPTION

Students may select a meal option on the application after receiving a room offer. McFeetors Hall dorm residents who select ‘None’ as their meal option will be charged for meal Option B by default.

Students may optionally change to a lesser meal option by the meal option Selection deadline for each session. After each deadline, the resident may upgrade their meal option only.

5.6.a Meal Option Selection Deadlines:

- **Fall Deadline:** September 18, 2015
- **Winter Deadline:** Jan 15, 2016
- **Spring Deadline:** May 13, 2016

5.7 PRICING AND PAYMENT DETAILS

2015–16 meal pricing will be made available on the Campus Living website, upon approval by The University.

The meal option subscriber must pay for the selected meal option according to the conditions specified in Section 1.24 “Rates and Payments”.

5.8 MEAL OPTION CANCELLATION

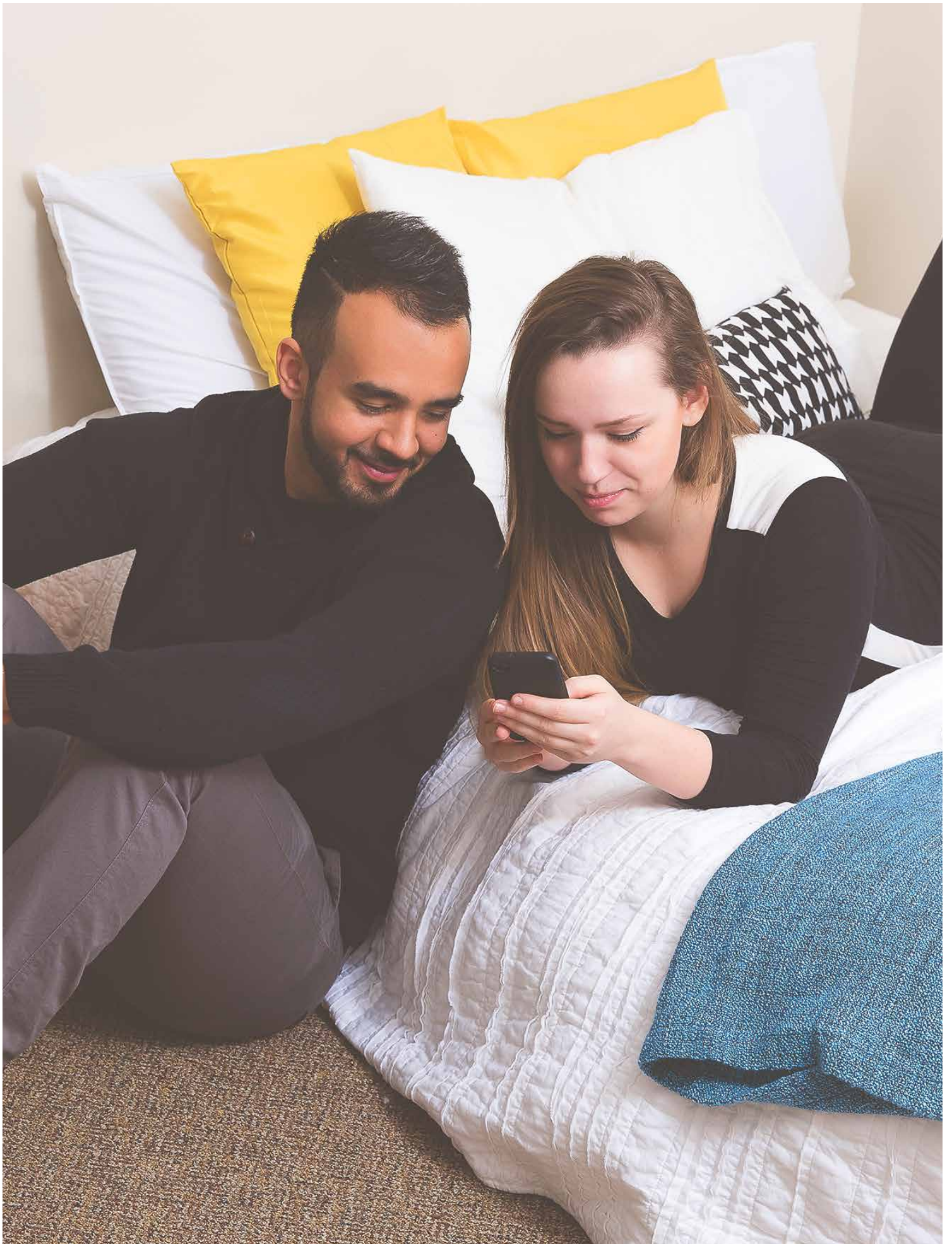
Residents of McFeetors Hall who wish to cancel their meal option together with the Contract must pay a \$150 meal cancellation charge under conditions where Contract cancellation fee applies (as defined in the “Contract Cancellation” sections of this Contract). Residents must also pay the meal option charges prescribed by the Contract length and meal type, as defined below:

5.8.a Tax-exempt Meal Option Cancellation

UWinnipeg students on a tax free meal option are accountable to pay the administrative, plus the greater of the amount of subscribers spent or the monthly prorated meal option amount applicable to their adjusted Contract length.

5.8.b Taxable Meal Option Cancellation

Residents subscribed to taxable meal options pay the administrative fee and applicable taxes, plus the greater of subscribers spent or the monthly prorated meal option amount applicable to their adjusted Contract length.



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