

Residence Contract 2022/2023

For

Dormitory Halls

Cluster Housing

Dormitory Apartments

Introduction

The appended contract applies to the Residence Complex at the University of Victoria. The Residence Complex is defined as all dormitory halls, cluster housing units and dormitory apartments located on the University of Victoria campus (including bedrooms, common washrooms, lounges, hallways, kitchens and storage areas); the Residence Dining Facility; and the grounds around and between Residence Complex buildings.

Residents with children are not eligible for the residences governed by this Contract and may apply for accommodation in University student family housing.

This contract is important. It sets out the contractual agreement between you and the University with respect to accommodation in the Residence Complex. You are responsible to read and understand this contract and to seek clarification if you do not understand parts of this contract. It defines the policies and regulations governing the offer of housing and the terms and conditions of accepting residence in the Residence Complex that is managed by Residence Services.

Summary of Contract

This contract contains the following sections which are all important components of the overall agreement. When you accept this contract by providing an online signature and/or by having a parent or guardian complete the electronic signature for Residents Under 19 you are agreeing to all terms and conditions.

Schedule A – Confirmation of Agreement

This Schedule contains the confirmation of the agreement that is signed by residents under the age of 19 and their parent/guardian.

Schedule B - General Terms and Conditions

This Schedule describes the requirements, procedures, and expectations of the parties to this contract. Important topics include qualifications to live in residence; how to move into and out of residence; conditions for contract termination; and what steps will be taken if and when a party does not follow the contract.

Schedule C - Fees, Deposits and Meal Plan Costs

This Schedule outlines specific fees and payment deadlines. Fees are organized by room type and by contract length. In addition, there are some fees that apply to all contracts.

Schedule D - Residence Life and Education/Community Standards and Regulations

This Schedule of the Contract defines the standards of behaviour required of all residents and their guests while present on or about the Residence Complex and during all residence related events, even if the events occur off campus.

Every resident enjoys certain rights and responsibilities in residence. This section describes those rights and responsibilities, what you can do if your rights may have been violated, and what steps will be taken if your

responsibilities are not being fulfilled. This section also details expectations for behaviour in residence related to specific topics.

Schedule E – Student Meal Plans

Students who reside in dormitory residences (excluding apartments) are required to purchase a meal plan each term, referred to in the Contract as the “Residence Meal Plan”. The Residence Meal Plan is a declining balance meal plan, with residents choosing the items they wish to consume and paying for each. This section outlines the costs, options and the payment schedule for the Residence Meal Plan, rules applicable to it and rules of conduct for the dining areas. Residence Services collects initial payment and University Food Services (UNFS) administer all other related meal plan costs and services.

This section also describes the requirements to access University Food Services outlets, including the Residence Dining Facility.

Schedule F – Contact Information

This section lists the addresses and phone numbers you may contact should you have any questions about this contract. We encourage you to clarify and understand the terms of this Contract before agreeing to it.

Table of Contents

INTRODUCTION	2
TABLE OF CONTENTS	4
SCHEDULE A – CONFIRMATION OF AGREEMENT	8
SCHEDULE B : GENERAL TERMS AND CONDITIONS	B:1
Preamble.....	B:1
1.0 Definitions and Interpretation	B:1
1.1 Compliance with Laws and University Policies et cetera	B:2
1.2 Eligibility.....	B:2
1.3 Type of Contract	B:3
1.4 Binding Contract	B:4
1.5 Contract Changes.....	B:4
The Contract – What’s Included	B:4
2.0 Contract Term.....	B:4
2.1 Residence Complex Closure — Winter Break.....	B:5
2.2 Rates and Payment	B:6
2.3 Mandatory Meal Plan	B:6
Your Accommodation	B:7
3.0 Assignment Policy.....	B:7
3.1 Insurance	B:7
3.2 Assignment and Unauthorized Occupancy.....	B:7
3.3 Room Condition and Inventory, and Housekeeping.....	B:8
3.4 Non-residence Furniture and Appliances	B:8
3.5 Arrivals.....	B:10
3.6 Early Arrivals	B:10
3.7 Late Arrivals	B:10
3.8 Room Entry	B:10
3.9 Post Check-Out Inspections	B:11
3.10 Repairs and Alterations	B:11
Amenities, Security and Maintenance.....	B:11
4.0 Security	B:11
4.1 Protection of Privacy.....	B:11
4.2 Construction and Maintenance	B:12
4.3 Pest Treatment	B:12
4.4 Bicycle Storage.....	B:12
4.5 ResNet Agreement.....	B:13
4.6 Delivery of Personal Property.....	B:13
4.7 Linen	B:13
4.8 Storage.....	B:14
4.9 Transfers	B:14
4.10 Keys: Lost or Defaced Keys	B:15
4.11 Lock-outs.....	B:15

Ending the Contract	B:16
5.0 Cancellation of the Residence Contract Prior to Move-In Date.....	B:16
5.1 Termination of the Residence Contract After Move-In Date.....	B:17
5.2 Termination of the Residence Contract by the University	B:17
5.3 Moving Out of Your Accommodation.....	B:18
5.4 Abandoned Accommodation and Personal Property	B:19
5.5 Overholding (Failure to depart)	B:19

Miscellaneous	B:19
6.0 Liability.....	B:19
6.1 Force Majeure.....	B:20
6.2 Damages and Costs.....	B:20
6.3 Denial of Other University Services	B:21

SCHEDULE C : FEES, DEPOSITS AND MEAL PLAN COSTS.....C:1

CHART: 2022-23 RESIDENCE RATES C:2

Winter Session Contracts- Terms 1 & 2 (Fall & Spring)	C:3
1.0 Dormitory Bedroom Fees - including meal plan, ResNet, utilities	C:3
1.1 Dormitory Apartment Fees - including ResNet and utilities	C:3
1.2 Cluster Housing Fees - including ResNet and utilities	C:4

Full Year Contracts Terms 1, 2 & 3 (Fall, Spring & Summer Graduate and Pathway Students only)	C:4
2.0 Dormitory Bedroom Fees - including meal plans, ResNet, utilities.....	C:4
2.1 Dormitory Apartment Fees - including ResNet and utilities	C:4
2.2 Cluster Housing Fees - including ResNet and utilities	C:5

Spring Term Only Contracts – Term 2.....	C:5
3.0 Dormitory Bedroom Fees - including meal plans, ResNet, utilities.....	C:6
3.1 Dormitory Apartment Fees - including ResNet and utilities	C:6
3.2 Cluster Housing Fees - including ResNet and utilities	C:6

SCHEDULE D : RESIDENCE LIFE AND EDUCATION/COMMUNITY STANDARDS AND REGULATIONS..... D:1

1.0 Statement of Rights and Accompanying Responsibilities of the Individual.....	D:1
1.1 Roommates.....	D:2
1.2 Residence Community Standards Overview	D:2
1.3 Residence Community Standards Process.....	D:3
A. Violations.....	D:3
B. Sanctions.....	D:3
C. Interim Eviction.....	D:3
D. Appeals	D:3
1.4 Referral of Investigation	D:5

Residence Community Standards and Regulations.....	D:5
Safety	D:6
2.0 Dangerous Activity/Materials.....	D:6
2.1 Flames and Incense	D:6
2.2 Smoking and Vaporizers	D:6
2.3 Safety/Security/Fire Equipment	D:6
2.4 Initiations/Hazing	D:7
2.5 Violence/Physical Aggression/Sexualized Violence.....	D:7
2.6 Weapons	D:8

2.7	Cooking.....	D:8
2.8	Prohibited Areas.....	D:8
2.9	Unauthorized Key Possession, Use and/or Unauthorized Entry	D:8
Respect.....		D:9
3.0	Inappropriate Behaviour	D:9
3.1	Threat to Dignity and Security of an Individual.....	D:9
3.2	Pranks: Inappropriate or Destructive	D:9
Consideration and Noise		D:9
4.0	Noise.....	D:10
4.1	Quiet Hours	D:10
4.2	Exam Quiet Hours:.....	D:10
4.3	Guests or Visitors	D:10
4.4	Functions and Social Gatherings	D:11
4.5	Playing Sports or Sporting Activities in Residence Buildings, Hallways or Common Areas	D:12
Fairness and Support		D:12
5.0	Cooperation with Staff and Others	D:12
Cleanliness		D:13
6.0	Cleanliness Standards.....	D:13
Personal Health.....		D:13
7.0	Pets and Guide Animals.....	D:13
7.1	Alcohol.....	D:14
7.2	Cannabis	D:15
7.3	Drugs	D:16
Security of Belongings.....		D:17
8.0	Theft	D:17
8.1	Damage to Property/Vandalism.....	D:17
8.2	Removal of University Property	D:17
8.3	Signs	D:17
8.4	Throwing or Falling Objects.....	D:17

SCHEDULE E : STUDENT MEAL PLANS.....E:1

Section 1: Residence Meal Plan.....E:1

1.0	Mandatory Residence Meal Plan.....	E:1
1.1	General Description of the Mandatory Residence Meal Plan	E:1
1.2	Carryover Policy.....	E:1
1.3	Terms and Conditions of the Residence Meal Plan	E:1
1.4	Service Delivery and Flex Funds	E:2
1.5	Standard Residence Meal Plan:.....	E:2
1.6	+PLUS Account.....	E:2
1.7	Meal Service Schedules for Dormitory Residences	E:3
1.8	Remaining Residence Meal Plan Funds at the End of the Semester	E:3
1.9	Cancelling Your Residence Meal Plan.....	E:3
1.10	Transferring Room Types	E:3

Section 2: Optional Tax Exempt Meal PlansE:3

2.0	General Description of the Tax Exempt Meal Plan.....	E:3
2.1	Types of Tax Exempt Meal Plans:	E:4
2.2	Terms and Conditions of the Tax Exempt Meal Plan.....	E:4

Section 3: Dining RoomE:4

3.0	Dining Room Rules and Conduct	E:4
-----	-------------------------------------	-----

Section 4: Additional Information	E:5
4.0 Additional General Terms and Important Information	E:5
 SCHEDULE F : CONTACT INFORMATION	 F:1



Schedule A – Confirmation of Agreement

You have applied for and been assigned a room for one of the following term sessions:

- WS 2022-23 (Fall 2022 and Spring 2023)
- Fall 2022
- Spring 2023
- ResLife 2022-23 (Student staff)

Your electronic signature and/or proxy agreement has been collected via the [Housing Portal](#).

By completing the Agreement page online, you and/or your Parent or legal guardian, acknowledge that you, the Resident, have read, understood and agree to be bound by the University of Victoria Residence Contract 2022/23 (available at <http://www.uvic.ca/residence/current-residents/documents-policies/index.php>) which consists of the following parts (together this “Contract”), each of which will be construed as being an integral part of this Contract:

- Schedule A – Confirmation of Agreement
- Schedule B - General Terms and Conditions
- Schedule C - Fees, Deposits, and Meal Plan Costs
- Schedule D - Residence Life and Education/ Community Standards and Regulations
- Schedule E - Student Meal Plans
- Schedule F - Contact Information

The University of Victoria will interact directly with the Resident in carrying out this Contract in accordance with its terms.

Schedule B : General Terms and Conditions

Preamble

This Article includes definitions of common terms held in this contract, criteria for determining the eligibility of a student wanting to live in residence, and a description of the contract and the nature of the relationship between you and the University that this contract creates.

1.0 Definitions and Interpretation

- In this Contract:
- the Contract holder will be referred to as “you,” “your,” “resident,” or “residents,”;
- “Accommodation” refers to:
 - If you live in a dormitory room, bachelor or one bedroom apartment (“Dormitories”), your entire living space including common areas;
 - If you live in shared accommodation (“Cluster Housing”), your room and the living area you share with other residents. The living area that you share with other residents, together with your room and every other resident’s room is also referred to as your “unit”;
- “Guest” refers to anyone who you invite, accept or admit to the Residence Complex property (which includes all Residence Complex buildings, Cluster Housing units, parking lots and surrounding grounds);
- “University” and “UVic” means the University of Victoria;
- “Residence Complex” means all dormitory halls, Cluster Housing units and dormitory apartments located on the University campus (including bedrooms, common washrooms, lounges, study areas, hallways, laundry facilities, kitchens, storage areas, and external walkways and stairs between residence buildings); the Residence Dining Facility; and the grounds around and between Residence Complex buildings;
- “Residence Dining Facility” means the 600 seat dining hall located in New Building 1 in the Residence Complex;
- “Mandatory Residence Meal Plan” is defined in Section 2.3;
- “Residence Fees” are the fees and deposits set out in Schedule C for use of Accommodation and for meal plans;
- “Residence Services” means the UVic Residence Services unit;

Schedule B: General Terms and Conditions

- “Residence Standards” are defined in Schedule D and are also referred to as “Community Standards”;
 - “Fall Term” means the academic term running from September through December;
 - “Spring Term” means the academic term running from January through April;
 - “Summer Term” means the academic term running from May through August;
 - “Vacate” means to temporarily leave your Accommodation over the winter closure;
 - “Winter Session” means the Fall Term and the Spring Term;
 - “Move Out” means removing all persons and personal possessions from your Accommodation and any bike or storage locker you have rented, and returning all keys to the Residence Services Front Desk.
- 1) The division of this Contract into articles and sections and the insertion of explanatory notes at the commencement of articles and headings are for convenience of reference only and shall not affect the construction or interpretation of this Contract.
 - 2) In this Contract the words “include” and “including” are not intended to be limiting.
 - 3) This Contract constitutes the entire agreement between you and the University pertaining to its subject matter.

1.1 Compliance with Laws and University Policies et cetera.

You agree to abide by all federal, provincial and local government laws, regulations and bylaws and all University rules, regulations, policies and procedures as issued, amended, supplemented or replaced from time to time, including those of Residence Services (see Schedule D) and the University’s policies concerning non-academic misconduct of students. To the extent that there is any discrepancy between matters dealt with both in this Contract and any other publication of Residence Services, the provisions of this Contract shall prevail. University policies can be found here:

<https://www.uvic.ca/universitysecretary/policies/>

This Contract will be construed, and your rights and those of the University shall be governed and enforced, in accordance with the laws of British Columbia (without regard to any conflict of laws principles) and any applicable laws of Canada.

1.2 Eligibility

Schedule B: General Terms and Conditions

1) Term Criteria

Students who apply for accommodation for the Winter Session are given preference in our room assignment process.

2) Academic Criteria

To be and remain eligible to reside in the Residence Complex you must meet the criteria listed below throughout the term of this Contract. Failure to meet these requirements may result in eviction under section 5.3 of this Contract:

- a) If your Contract is for the Winter Session:
 - i. be registered in at least 9 units of undergraduate course work in a degree granting program at the University, consisting of at least 4.5 units per term, during the 2022/2023 Winter Session;
 - ii. be registered in a full-time graduate program at the University in the Faculty of Graduate Studies (The Faculty of Graduate Studies definition of a full-time graduate program is: a graduate student is full-time if enrolled for a single term (Fall, Spring or Summer) in courses totaling 3.0 or more units, OR enrolled in dissertation (699), thesis (599), project (598 or 596), or co-op work term (800+);
 - iii. be participating in a co-op work term within the greater Victoria area (allowed once per academic year); or
 - iv. be approved for exceptions to the eligibility requirements under the [Priority Consideration Process](#)

- b) If your Contract is for the Fall Term or Spring Term:
 - i. be registered in at least 4.5 units of undergraduate course work at the University during the applicable session;
 - ii. be registered in a full-time graduate program in the Faculty of Graduate Studies at the University (full-time definition outlined above);
 - iii. be participating in a co-op work term within the greater Victoria area (allowed once per academic year); or
 - iv. be approved for exceptions to the eligibility requirements under the [Priority Consideration Process](#)

- c) If your Contract is for the full year (Fall, Spring and Summer Terms) (For Graduate and Pathways students only):
 - i. Be enrolled as a full-time Pathways Program student or be registered in a full-time graduate program in the Faculty of Graduate Studies at the University (full-time definition outlined above).
 - ii. be approved for exceptions to the eligibility requirements under the [Priority Consideration Process](#)

1.3 Type of Contract

Schedule B: General Terms and Conditions

This Contract creates a licensee/licensor relationship. The *Residential Tenancy Act* of British Columbia expressly provides that it does not apply to the Accommodation.

1.4 Binding Contract

This Contract is a legally binding agreement between you and the University. By submitting your electronic signature or having your parent or guardian complete the online Agreement Page for Residents under 19, and accepting the room offer, you have confirmed that you agree to comply with the terms and conditions outlined in this Contract. Prior to moving into your Accommodation you must:

- Provide payment of the applicable Residence Fees by the due date indicated in your emailed room offer and in Schedule C of this Contract.

Even if you fail to complete a step in the acceptance or move-in process, you agree that taking possession of your Accommodation establishes an agreement between you and the University on the terms and conditions set out in this Contract and in the emailed room offer.

1.5 Contract Changes

During the term of the Contract, the University may unilaterally change or delete any provision of this Contract or add provisions to this Contract (each a “Contract Change”) by sending you an email notification to the email address you have provided to the University, or if no valid email address is provided, by written notification delivered to your Accommodation. Contract Changes will be effective and binding on the date set out in the notification. If no date is set out in the notification, the Contract Change will be effective one week from the date the notification was sent.

Contract Changes may include restrictions, requirements or measures implemented during critical or emergency situations (i.e. pandemic, natural disasters, public state of emergency) to support the safety, health, and wellbeing of students and the residence community. Non-compliance with Contract Changes, including those containing restrictions, requirements or measures implemented during critical or emergency situations will be a violation of the Contract and could result in an immediate termination of your Contract depending on the nature of the violation.

The Contract – What’s Included

This section outlines important dates pertaining to the contract, information about the payment of residence fees, and meal plans.

2.0 Contract Term

This Contract commences at 8 a.m. on your assigned Move-In Date (the “Move-In Date”) and ends after you move-out of your accommodation or 24 hours after the end of the exam period (whichever comes

Schedule B: General Terms and Conditions

first) defined by the UVic Undergrad/Graduate Academic Calendar 2022-23 (the “Move-Out Date”) by which time you must have moved out and surrendered your Accommodation to the University. As set out on your emailed room offer, your Accommodation occurs within one of the following:

- **Winter Session:** This Contract commences at 8 a.m. on your assigned Move-In Date. You are required to move out 24 hours after the end of the April 2023 exam period defined by the UVic Undergrad/Graduate Academic Calendar 2022-23, and may not occupy your Accommodation during the winter break that commences 24 hours after the end of the December 2022 exam period except as set out in s. 2.1 below.
- **Fall Term only:** This Contract commences at 8 a.m. on your assigned Move-In. You are required to move out 24 hours after the end of the December 2022 exam period defined by the UVic Undergrad/Graduate Academic Calendar 2022-23.
- **Spring Term:** This Contract commences at 8 a.m. on your assigned Move-In Date. You are required to move out 24 hours after the end of the April 2023 exam period defined by the UVic Undergrad/Graduate Academic Calendar 2022-23.
- **Summer Term** is a continuation of the Winter Session contract. The earliest you could move in is May 2, 2023. You are required to move out on August 22, 2023.
- **Full Year Term** (for Graduate and Pathway students only) is a continuation of the Winter Session contract. You are required to move out on August 22, 2023.
- **If you request and receive an extension to the move out dates listed above, this Contract applies until your last date of residence.**

If you change your attendance at the University to a single Fall Term or Spring Term after accepting this Contract for the Winter Session, you may cancel this Contract in accordance with the provisions of Schedule B s. 5.0 or s. 5.1 (as applicable). In cases where Schedule B s. 5.2 applies the University may terminate this Contract.

2.1 Residence Complex Closure — Winter Break

Students who require accommodation during the winter break, may submit a request through the Housing Portal stay in their room/unit for the duration of the break. The request must detail the reasons that accommodation is required over the winter break. If the request is approved, additional fees will apply. Fees will be posted on the Residence Services website in September each year. No meal service will be available during the winter break.

If your Accommodation is for the Winter Session, you must vacate your Accommodation during the winter break 24 hours after the end of the December 2022 exam period defined by the UVic Undergrad/Graduate Academic Calendar 2022-23 as per Schedule B s. 2.0. You are permitted to leave your possessions at your Accommodation. Between this date and the date that Residence Services officially re-opens in January, you are not permitted to access or reside in your Accommodation, nor are

Schedule B: General Terms and Conditions

you permitted in any other Residence Complex buildings. If you fail to vacate your Accommodation during this period then you are in breach of this Contract and the University will pursue its remedies pursuant to Schedule B s. 5.2 and B s. 5.5. In addition, as per Schedule B s. 3.8, during this period of closure authorized personnel of the University may enter your Accommodation, without prior notice, for reasons of health, safety or general community welfare, or to make repairs and deliveries to the room and room equipment, or to inspect the premises, or to investigate possible breaches of this Contract.

2.2 Rates and Payment

You agree to pay the applicable Residence Fees (which include utilities and ResNet) by or on the due dates.

If you choose or are required to change your Accommodation before your move in date, you will be required to pay the fees stipulated for the new accommodation, including transfer fees and the Residence Meal Plan, if applicable.

If you are required to change your Accommodation after your move in date, you will be required to pay the fees stipulated for either your existing Accommodation or the new Accommodation, whichever is lower. You will be required to pay for a meal plan if you are moved to a dormitory style room (see Schedule B s. 2.3). See Schedule B s. 3.0 for further information on Assignment Policy.

- Failure to pay the first instalment of Residence Fees by or on the date it is due will result in forfeiture of your accommodation assignment.
- Charges for Residence Fees and Residence Meal Plan fees (if applicable) will continue until the date you indicated on your withdrawal form or the date on which you return all assigned keys to the Residence Services Office, whichever is later.

The following terms apply to all fees required by Residence Services (i.e.: residence, meal plan, activities/programs, assessments, et cetera):

- Post-dated cheques will not be accepted (for accepted methods of payment, please see the fees and payment section on the Residence Services website);
- A \$25 service charge will be levied on all cheques returned by your bank for any reason;
- Late payments may not be accepted; and
- If a late payment is accepted, it will be subject to a late payment fee of \$100 and subject to a service charge or 1.5% per month annualized at 19.56% and added to accounts not paid by their due date, at each month end.

The University may take legal action or use collection agencies to recover unpaid fees.

2.3 Mandatory Meal Plan

Residents who reside in dormitory bedrooms (excluding apartments) are required to purchase a meal plan each term, referred to in this Contract as the "Mandatory Meal Plan". The Mandatory Meal Plan is a declining balance meal plan, with residents choosing the items they wish to consume and paying for

each. Schedule E of this Contract outlines the costs, options and the payment schedule for the Mandatory Meal Plan, rules applicable to it, and rules of conduct for the dining areas.

Your Accommodation

This Article of the contract contains important information about your room (the Accommodation), including assignment policy, arrival dates, and room furnishings (what is and is not included)

3.0 Assignment Policy

The University reserves the right to, without notice and at any time during the Contract term, assign/change roommates, change Accommodation assignments and/or consolidate vacancies by requiring you or other residents to move from one Accommodation to another. This may include requiring you to move to a different Residence Complex area, floor or building or to a different type of room or unit. If the University requires this change, you will be required to pay the fees stipulated for either your existing Accommodation or the new Accommodation, whichever is lower. You will be required to pay for a Mandatory Meal Plan if you are moved to a dormitory style room (see Schedule B s. 2.3)

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

3.1 Insurance

The University recommends that you obtain a residential tenant insurance policy that provides coverage for both:

- Loss or damage to personal property
- 3rd party liability coverage for personal injury and property damage.

Insurance may be available as an extension of your family's home insurance policy. Consult with your insurance agent to confirm that appropriate coverage is in place.

The University carries insurance for its own benefit. The University does not provide you with 3rd party liability or property insurance.

3.2 Assignment and Unauthorized Occupancy

You alone may occupy the Accommodation. This Contract and your Accommodation cannot be assigned, "sublet", lent or otherwise shared with another person (regardless of whether money or other consideration is exchanged) without the prior written authorization of the University; such authorization

Schedule B: General Terms and Conditions

is exercised by the University in its absolute discretion and may be withheld or withdrawn for any reason. Unauthorized assignment, "subletting", lending or sharing is a breach of this Contract and may result in the eviction of you and the other person(s) occupying or sharing your Accommodation.

Use of an unoccupied second space in double rooms by a person not assigned to that space by the University is unauthorized occupancy.

3.3 Room Condition and Inventory, and Housekeeping

Following check-in you have seven (7) days to complete a "room condition and inventory" form available online. This will create a record regarding the condition of your Accommodation (i.e.: any existing damage), and the condition of and/or any missing inventory items. Each room comes with a bed frame, mattress, mattress cover, desk, chair, desk lamp, wardrobe unit, wall shelves, pin board, window coverings, waste and recycling containers. After your departure, the Accommodation and common areas and their contents will be inspected. You are responsible for any missing items, damage not documented on the "room condition and inventory" form, or required cleaning, and the cost of such items will be assessed to you and/or deducted from any Residence Fee refund. The cost of missing items, repairing damage or cleaning common areas will be assessed equally among the residents on the affected dormitory floor or Cluster Housing unit. Review of the online "room condition and inventory" form submitted by you is an integral part of any assessment appeal. If there is a question regarding responsibility for damages to the room or unit or furnishings, your submitted form will be used in determining responsibility for the damages. Failure to complete the form may result in you being assessed for all damages and missing items.

Dormitories: In specified areas throughout the Dormitories there are vacuums available for residents to use and residents are responsible for cleaning their own private living area (bedroom). The general upkeep and cleanliness of common areas are considered the joint responsibility of all residents occupying that living space. University housekeeping staff will ensure that the day to day cleaning of the hallways, washrooms, lounges and university supplied equipment is completed.

Cluster Housing and Dormitory Apartments: The University provides vacuum cleaners and basic cleaning supplies (i.e. brooms, mop) for residents to clean their room and the unit. As with living in an apartment or rental suite, it is the responsibility of all roommates to ensure a unit is clean and liveable during their stay. When residents depart they must ensure the unit is clean and ready to be occupied by others coming to live on campus.

Equipment malfunction does not excuse the cleaning requirements (see Schedule B s. 3.10). Common area damage or unreasonable mess may result in shared assessments pursuant to Schedule B s. 6.2 Residence Services cleans carpets once per year or upon resident turnover.

3.4 Non-residence Furniture and Appliances

Dormitory Rooms: Dormitory rooms are furnished. The following additional items are permitted in Dormitory Rooms:

Schedule B: General Terms and Conditions

- freestanding CSA approved televisions with a screen size of up to 40 inches (televisions may not be mounted on the walls or ceiling);
- Canadian Standards Association – CSA approved electric kettles with automatic shut-off;
- a freestanding bookshelf no larger than 3' x 3' x 1';
- an end table no larger than 3' x 3' x 3'; and
- while we discourage refrigerators due to the University's focus on sustainability, a refrigerator no larger than 3 cubic feet is permitted if you require it.

Additional furniture and appliances are not permitted in dormitory rooms without prior written authorization from Residence Services staff (see Schedule F for email contact).

Common Lounges in Dormitories: Only furniture supplied by Residence Services is permitted in common areas in dormitories. Under special circumstances the community may be authorized to add a furniture item to their common lounge. Such exceptions are at the sole discretion of Residence Services, and must be authorized in writing by appropriate Residence Services staff (see Schedule F for email contact). Residents are not permitted to remove any furniture or furnishings from Common Lounges. See Schedule. D s. 8.2.

Common Lounges in dormitories are supplied with a microwave. Residents are permitted to have one of each of the following small appliances in the common lounge: kettle, toaster, and coffee maker. All appliances must be CSA approved, in good working condition and have automatic safety shut off capabilities (i.e. if it overheats, it shuts off).

If additional furniture and/or appliances are brought into Dormitories without the permission of Residence Services, the resident will be required to remove the item. Residence Services retains the right to require removal of any appliances or furniture from residents rooms and/or lounges that, in their sole opinion, are unsafe and do not meet the guidelines listed above. Community standards follow-up and costs associated with removing additional furniture or appliances will be assessed as outlined in Schedule B s. 6.2.

Additional furniture or appliances needed for medical accommodation must be approved through the [Priority Consideration process](#).

Cluster Housing Units and Residence Apartments: Cluster Housing units and apartments are furnished, but do not contain small kitchen appliances. Additional furniture is not permitted in Cluster Housing units or apartments without prior written authorization from Residence Services staff (see Schedule F for email contact). While small pieces of furniture (i.e. bookshelf, end table) will typically be authorized, pieces larger than 3' x 3' x 3' (i.e. sofa, love seat, bean bag chair, extra bed, bureau, refrigerator, et cetera) are prohibited. Freestanding televisions are allowed but may not be mounted on the wall or ceiling.

If additional furniture is brought into Cluster Housing units or Residence Complex apartments without the permission of Residence Services, the residents will be required to remove the item. Community standards follow-up and costs associated with removing additional furniture or appliances will be assessed as outlined in Schedule B s. 6.2.

Schedule B: General Terms and Conditions

Residents are not permitted to remove any furniture or furnishings from Cluster Housing units. See Schedule D s. 8.2.

All appliances brought into the Cluster Housing unit must be CSA approved, in good working condition and have automatic safety shut off capabilities (i.e. if it over heats, it shuts off).

Additional furniture or appliances needed for medical accommodation must be approved through the [Priority Consideration process](#).

3.5 Arrivals

You may check into your Accommodation in the Residence Complex at the Residence Services Office on your assigned Move-In Date. Check-in times vary during the year, so please check the website and/or your email for details. Residents may not arrive earlier than their assigned Move-In Date unless they qualify under Schedule B s. 3.6 below.

3.6 Early Arrivals

Only residents registered in an approved University program that begins prior to their assigned Move-In Date may apply for an early arrival. The early arrival date for the approved program must be approved by Residence Services management. Additional fees will apply for early arrival. Early arrivals for Spring term are not permitted. Before an early arrival for the Fall term will be considered, residents must have:

- an emailed room offer;
- paid all required deposits and fees; and
- applied for an early arrival by the applicable deadline.

3.7 Late Arrivals

Residents arriving after their assigned Move-In Date must notify Residence Services of their late arrival in writing prior to these dates. Accommodation not occupied within 10 days of the Move-In Date will be cancelled and reassigned without further notice if you have not provided notice of late arrival to Residence Services. Charges will be applied as per the Termination policy in Schedule B s. 5.1.

3.8 Room Entry

Residence Services Staff may enter your Accommodation to inspect for cleanliness and maintenance issues, and to carry out maintenance, from time to time. Residents will be given 24 hours notice of such inspections. Where possible, residents will be given 24 hours notice of room entry for planned maintenance projects.

Authorized personnel of the University may sometimes enter your Accommodation without prior notice. Instances where this might happen include but are not limited to:

- If there is reason to believe something in your room poses a fire hazard or other danger to the community;
- If there is an emergency that requires immediate attention;

Schedule B: General Terms and Conditions

- If something in the room creates noise and interferes with others' ability to sleep or study (i.e. stereo or alarm clock);
- Other reasons of health, safety, or general community welfare;
- To make repairs and deliveries to the room and room equipment; and
- To investigate possible breaches of this Contract.

Residence buildings, common rooms and areas within the Residence Complex (including exterior spaces) may be inspected from time to time during the year to ensure they are kept clean and safe. If residents fail to keep these areas clean, it may result in assessment for the cost of cleaning, the relocation of you or other residents, and/or denial of a future residence offer.

3.9 Post Check-Out Inspections

Residence Services staff may enter a room that a resident has checked out of as soon as possible after check-out in order to perform a check-out inspection. Where a resident has moved out of a shared room or shared unit, Residence Services staff may enter the shared room or unit at any time to perform the check-out inspection.

3.10 Repairs and Alterations

All repairs and alterations to Accommodations and University supplied furniture or equipment will be carried out by the University. Residents are prohibited from repairing or altering the exterior or interior of their accommodation, or from attaching any appliances, furniture or equipment to their room or unit. Without limiting the foregoing, residents are prohibited from painting or wallpapering their Accommodation or in any other way altering the structure or finish of their Accommodation. Any required repairs to the building or University supplied equipment should be reported through the online [housing portal](#) or reported in person to the Residence Services office.

Amenities, Security and Maintenance

This Article contains various clauses that may become relevant over the course of your time in residence. Examples include information about room transfers, security, maintenance, and other services provided by the University,

4.0 Security

You are responsible for taking reasonable precautions to ensure that your Accommodation and the building in which it is located are protected from a breach of security. This includes locking your door(s) and window(s), not forcing or propping open building entrance doors, not permitting unknown persons into Residence Complex buildings, and immediately reporting strangers or security concerns. If you let an unauthorized person into a Residence Complex building, you may be held responsible for that person's behaviour. Residents are not permitted to copy any key or key card provided by Residence Services.

4.1 Protection of Privacy

Schedule B: General Terms and Conditions

Residence Services is bound by the Freedom of Information and Protection of Privacy Act and the University of Victoria's Protection of Privacy Policy (<https://www.uvic.ca/universitysecretary/assets/docs/policies/GV0235.pdf>) ("Privacy Policy") with respect to Personal information about residents that is in its possession, and such information will not be released to persons outside the University administration, including parents or designates, family members or friends, without the written consent of the applicant, unless permitted or required by law.

The University of Victoria may contact the designated emergency contact provided by the resident (and/or parents or guardians) in the event of an emergency or compelling circumstances affecting anyone's health or safety, in accordance with the university [Privacy Policy](#) and associated procedures.

4.2 Construction and Maintenance

There are on-going maintenance, renovation and construction projects taking place in and around the Residence Complex. The work typically takes place during regular business hours, but may begin earlier or extend into evenings or weekends. Ongoing construction or renovation projects may continue through midterm and final exam periods. The University will take measures to ensure that prudent construction practices are followed, but there may be noise, dust, and temporary interruption of some services. In some circumstances, residents may be required to temporarily or permanently relocate to facilitate construction or renovations to their Residence Complex area. There will be no compensation or reduction to your Residence Fees due to disruption and/or relocation.

The construction work for the new housing complex (Building 2) will be active Monday to Friday, and occasionally on weekends, throughout the 2022-23 academic year. Although the university will do everything possible to ensure that the construction process is as smooth as possible, it will bring some unavoidable disruption, noise and dust. There will be no compensation or reduction to your Residence Fees due to construction.

4.3 Pest Treatment

Residents must not allow conditions to exist in their Accommodation that, in the opinion of Residence Services, may encourage the infestation or propagation of insects, rodents or other vermin. Residents are required to report the presence or suspected presence of pests in their Accommodation to Residence Services. In accordance with Schedule B s. 3.8, personnel authorized by the University may enter residents' Accommodation, without notice and, if necessary, without their presence, to inspect for pests. Should, in the opinion of Residence Services, treatment be required, residents will be required to comply with the prescribed treatment methods and protocol. This may include relocation (note Schedule B s. 3.0), cleaning and/or removal and disposal of furnishings or personal possessions. In such an event, residents shall not be reimbursed by the University for any disruption, relocation, loss or loss of use of personal possessions or furnishings.

4.4 Bicycle Storage

Schedule B: General Terms and Conditions

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

Bicycle theft is a common problem and good quality locks or chains are recommended for all bicycles. The Residence Complex has bicycle storage areas (individual and group) which are available to rent at the Residence Services office. Bicycles must not be stored in hallways, lounges or in areas which impede exit from buildings. Bicycles must be stored on the racks or bars designed for that purpose. Bicycles found in any other areas (i.e. attached to posts, railings, trees, et cetera) will be removed without compensation to the resident or to the owner of the bicycle (if not the resident).

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

4.5 ResNet Agreement

The University provides occupants of the Residence Complex with computer networking access to the campus network, research networks, and the commercial Internet through the Residence Network (ResNet) for learning, research and campus life purposes. Your use of ResNet services is governed by the terms of service available at:

<http://www.uvic.ca/systems/support/internettelephone/residenceinternet/terms.php>

4.6 Delivery of Personal Property

The University will not accept personal property delivered to the Residence Complex prior to your arrival or after your departure. Residents are required to make arrangements to have all personal property held in storage off campus until you have checked into your Accommodation. The University does not accept any responsibility for personal property delivered to the Front Desk or left in Residence Complex areas.

Residence Services will not accept items to be held for pick-up by third party vendors. This includes outgoing courier deliveries, meal and food container returns et cetera. Students are required to coordinate all outgoing goods directly with the vendor.

4.7 Linen

All bedrooms are equipped with a bed frame and mattress:

- Dormitories have a single twin extra-long bed and mattress (78" x 39" x 8")
- Cluster Housing (4 Bedroom Units) have a single extra-long bed and mattress (78" x 39" x 8") in each bedroom.
- Apartments have a single twin extra-long bed or double bed and mattress.

Schedule B: General Terms and Conditions

- 2 bedroom cluster units have a queen bed and mattress in each bedroom.

Residence Services provides a mattress cover for each bed. Residents need to bring their own sheets (*extra long for twin beds*), blankets, pillow and a pillow slip.

4.8 Storage

There is limited storage space (including bicycle storage) available for resident's use outside their Accommodation. These spaces are available for a fee, on a first-come, first-served basis. These spaces are not available for furniture storage or licensable or fuel powered transportation. These spaces are only available to residents during the Term(s) they are living in the Residence Complex. Items must be moved out of storage spaces, and any keys returned, on your move-out date. These storage spaces are not secure. The University does not assume liability for loss, theft, or damage of articles stored in these areas regardless of how such theft or damage occurs. The following materials are not to be kept in lockers: perishable foods; flammable, chemical, caustic, poisonous or any other hazardous materials; unsealed containers of liquids; or any illegal objects or substances.

For information on how to apply for a storage space, visit: <https://www.uvic.ca/residence/future-residents/moving-in/index.php>

4.9 Transfers

Room Transfers after Move-in

Room transfer requests will only be considered from September 15th to December 1st for the Fall Term and from January 15th to March 1st for the Spring Term. Room Transfer Request forms are available on the [Residence Services website](#) during this time.

Room Transfer Consideration Request

In order to be considered for a room transfer residents must follow the process outlined below:

- a) Submit a Room Transfer Request indicating your reason(s) for requesting the transfer and any other relevant information. Please note your account will be charged a **non-refundable \$20 application fee**.
- b) You may be required to meet with a Residence Life staff member to review your request. You will be contacted by email to schedule this meeting if required.
- c) You will be informed by email whether or not your request has been approved and, if approved, a room transfer offer will be sent to you when a room is available.
- d) In order to accept the room transfer offer a **\$50 transfer fee** must be paid.
- e) You are required to pay the difference in Residence Fees when you move to a more expensive Accommodation. If you move to a less expensive Accommodation, the adjustment will be credited to your residence account, effective the day of the move.
- f) By accepting the room transfer offer you agree to be bound by the terms of the Contract governing your new Accommodation.
- g) Transfers must be completed as per the notification of approval from Residence Services, or additional fees may be assessed.

Schedule B: General Terms and Conditions

Completion of the Room Transfer Request Form does not guarantee a room transfer. Factors that will be considered include room availability and resident's need. Residence Services reserves the right to approve or deny any room transfer at their discretion.

Unauthorized room transfers will be considered "unauthorized occupancy" as per Schedule B s. 3.2 of this schedule and may result in you being required to move back to your assigned accommodation and/or follow-up according to the Community Standards. You may be assessed additional charges such as extra cleaning or lock change charges.

Please note: if you are offered a transfer from a dormitory room to a cluster room or an apartment, University Food Services will consider the transfer as a Meal Plan Cancellation. Please see Schedule E for more information, including refund policy.

4.10 Keys: Lost or Defaced Keys

Lost Keys must be reported to the Residence Services Office immediately. Residents will be charged for keys that are lost, defaced or not returned.

For safety and security reasons a lock change is required when keys are lost and the resident is responsible for the lock change fees.

Lock Change Fees:

- Residence rooms \$70
- Cluster Unit \$240
- Apartment \$70
- Residence Exterior Building Key \$55

4.11 Lock-outs

If a resident is locked out, a lock-out key may be requested from the Residence Services Office. Photo ID is required to receive a lock-out key. The lock-out key is only issued to the resident who can prove they are an occupant of the locked room. The resident cannot authorize or send someone else to sign out a key on their behalf. The resident will have 30 minutes to unlock the room and return the lock-out key to the Residence Services Office. All lock-out instances will be recorded. Between September and April three free lock-outs are allowed; for each additional lock-out \$20 will be charged to the resident's account.

If lock-out keys are not returned within 24 hours from when they are borrowed, a lock change will occur and all associated costs charged to the resident's account. If keys are left out of the area (i.e. in another city) the Residence Services Office staff will temporarily sign out a set of keys while the original keys are in transit. This will be recorded by staff as one instance of a lock-out and if the temporary set is not returned within the specified timeframe, a lock change will occur and all associated costs charged to the resident's account. See Schedule B s. 4.10

Schedule B: General Terms and Conditions

When a resident moves out of residence, they are responsible to return all keys to the Residence Services Office. Failure to return keys will result in a lock change and all associated costs will be charged to the resident's account.

Ending the Contract

This Article of the contract contains clauses regarding ending the contract, including cancellations, termination by the University, moving out of residence (the Accommodation), and failure to depart residence.

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

To cancel the Contract before your assigned Move-In Date, you are required to [cancel](#) through the Housing Portal. To cancel, visit the Application Status page and look for the "Cancel Application" option.

Residence Fee refunds will be based on the refund and forfeiture policies outlined below. The meal plan refund policy is provided in Schedule E of this Contract.

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

- a) The \$50 residence application fee is non-refundable;
- b) From date of room acceptance until August 31, 2022, residence cancellations will result in the forfeiture of the \$500 room acceptance deposit. From September 1, 2022 until your assigned Move-In Date, cancellations will result in the forfeiture of both room acceptance and security deposit (\$750). The \$500 deposit will only be refunded in the circumstances noted in subsection c);
- c) Criteria to qualify for the exceptions noted in b) are as follows: Evidence acceptable to Residence Services must be provided with your written notice of cancellation and must demonstrate that:
 - i. You are not admitted to UVic;
 - ii. You have a substantiated medical reason preventing University attendance;
 - iii. You were denied a student Visa;
 - iv. The University has cancelled your courses; or
 - v. You have been approved for a co-op position outside of the greater Victoria area.

If you are registered for the Spring Term only:

- a) The \$50 residence application fee is non-refundable;
- b) From date of room acceptance until December 19, 2022, residence cancellations will result in the forfeiture of the \$500 room acceptance deposit. From December 20, 2022 until January 3, 2023, cancellations will result in the forfeiture of both room acceptance and security deposit (\$750). The \$500 deposit will only be refunded in the circumstances noted in sub-section c);

Schedule B: General Terms and Conditions

- c) Criteria to qualify for the exceptions noted in b) are as follows: Evidence acceptable to Residence Services must be provided with your written notice of cancellation and must demonstrate that:
- i. You are not admitted to UVic;
 - ii. You have a substantiated medical reason preventing University attendance;
 - iii. You were denied a student Visa;
 - iv. The University has cancelled your courses; or
 - v. You have been approved for a co-op position outside of the greater Victoria area.

5.1 Termination of the Residence Contract After Move-In Date

You may cancel this Residence Agreement after your assigned Move-In Date by completing and submitting the Residence Withdrawal Application Form found on the [Residence Services website](#). The withdrawal form must be submitted a minimum 60 days prior to departing to avoid additional withdrawal charges. You will be charged for the time you have occupied your bed space (including the 60 day notice period). In addition:

- A \$250 cancellation fee will be applied to all Contract cancellations, withdrawals and evictions;
- Winter session residents who withdraw after November 15, 2022 will forfeit the \$500 Term 2 deposit. Any other payments towards Term 2 will be refunded.
- Residents who withdraw based on a medical reason, and who have provided appropriate medical documentation as determined by Residence Services acting reasonably, are exempt from the 60 day notice and 60 day payment requirement. Medical documentation must be received by Residence Services at the time of notice of withdrawal or no later than 30 days after submitting the Withdrawal Application Form.
- If you move out prior to your stated departure date, no additional refund is given. Furthermore, by returning the room keys to the Craigdarroch Residence Office, you give permission for the immediate occupancy of the room with no additional refund;
- The University may, in its sole discretion, apply the Security Deposit to residence fees or any other amounts owing under this Agreement, including charges for repairing damage, cleaning, or lock changes. The Security Deposit will be issued by Residence Services within 90 days of your move out date less any deductions made by the University.
- Any sanctions or restrictions applied to a resident due to violation of Residence Standards or any other University rules, polices or procedures may remain in effect until the natural end of the contractual term or subsequent contractual terms. Residents who withdraw from their Accommodation during an investigation into a violation of resident standards and regulations may still be subject to investigation under applicable university policies and procedures.

5.2 Termination of the Residence Contract by the University

If at any time:

- you fail to pay when due any of the Residence Fees stipulated in this Contract;
- you fail to pay when due any assessments or damages assessed pursuant to the terms of this Contract;

Schedule B: General Terms and Conditions

- the University becomes aware that the offer of accommodation made to you was based upon incorrect information or a mistake as to your eligibility for residency in your Accommodation;
- you no longer meet the eligibility requirements for residency in your Accommodation;
- the Director of Residence Services has revoked the approval previously given pursuant to Schedule B s. 3.0 for you to reside in Residence Complex;
- you have failed to pay, when due, monies owed to Residence Services with respect to matters other than this Contract;
- you have violated the Residence Standards or any other University rules, policies or procedures as may be issued, amended, supplemented or replaced from time to time; or
- you breach any provision of this Contract.

In addition to any other available remedies, the University may, without notice, terminate this Contract, re-enter and take possession of your Accommodation, remove you and all other persons and property and use such force and assistance as the University deems advisable to take possession of the Accommodation. Residents who are evicted are normally given 14 calendar days to leave and remove their possessions from their Accommodation. This period may be extended or shortened at the Director of Residence Service's discretion.

In the event of termination of this Contract and/or eviction, you will remain indebted for any fees, (including a \$250 cancellation fee and a 60 day charge for your Accommodation from the date of your eviction letter) assessments or damages accrued pursuant to the terms of the Contract and any that may arise from or be related to your occupation, use of and departure from your Accommodation and the Residence Complex, from the access you gained to other University buildings or facilities under this Contract or otherwise from your failure to comply with the terms of this Contract, including, for greater certainty, fees for the unused balance of your Contract remaining after your eviction.

Residents who are evicted due to failure to pay Residence Fees, assessments, damages or monies owed to Residence when due; and residents who are evicted due to ineligibility may not appeal their eviction. The decision of the Director of Residence Services is final and not subject to appeal.

Residents who are evicted due to violating the Residence Standards or any other University rules, policies or procedures are eligible to appeal as per Schedule D, s. 1.3. If you are evicted from your Accommodation for this reason you will also be prohibited from accessing all buildings within the Residence Complex, including: the Craigdarroch Office building, the adjacent residence parking lots, as well as the Residence Dining Facility as well as ground around and between Residence Complex buildings. Eviction from Accommodation also results in your ineligibility to the Residence Complex the following academic year.

5.3 Moving Out of Your Accommodation

Moving out means removing all persons and personal possessions, including waste and recycling, from your Accommodation, and any bike or storage locker you have rented. If you fail to provide vacant possession when required pursuant to this Contract, then in addition to the University's other remedies,

Schedule B: General Terms and Conditions

you will pay all the University's costs arising from such failure to vacate including the cost to the University incurred to clean your Accommodation and to provide hotel and meals for the incoming resident who is scheduled to take possession of your Accommodation. You acknowledge that in the case of any of your or any of your guest's personal property remaining in your Accommodation after you were to provide the University with vacant possession, the University will remove and dispose of your and/or your guest's personal property without compensation to any person. You agree that the University will be under no obligation to store any such belongings remaining in the Accommodation or to sell them or otherwise recover their value.

5.4 Abandoned Accommodation and Personal Property

Your accommodation and/or personal property belonging to you or your Guest may be deemed by the University to be abandoned when:

- your Residence Fees are unpaid after the date that they are due and personal property is substantially removed; or
- your Residence Fees remain unpaid after the date they are due and the University has not received a response from you for a period of 14 days after sending you a notice.

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

You agree that in the case of abandonment, the University will remove and dispose of your and/or any of your guests' personal property without compensation to you or your guests (as the case may be). In addition, you will pay all the University's costs arising from the removal and/or disposal of you or your guest's personal property. You agree that the University will be under no obligation to store such belongings or to sell them or otherwise recover their value.

5.5 Overholding (Failure to depart)

If you remain in occupation of your Accommodation after the Move-Out Date or your eviction date, no new right of occupation is thereby created and the University may, without notice, re-enter and take possession of your Accommodation, remove you and all other persons and property and use such force and assistance as the University deems necessary to retake possession of your Accommodation.

Miscellaneous

This Article includes miscellaneous contract clauses regarding liabilities, damages, and other responsibilities and remedies available to the University.

6.0 Liability

The University is not responsible for property belonging to you or any of your Guests which is lost, stolen or damaged in any way, regardless of cause, wherever or not this may occur on the Residence Complex

Schedule B: General Terms and Conditions

property, including storage facilities and your Accommodation. The University is not responsible for any injury, death, damage or loss whatsoever caused to you or your Guests while in or about the Residence Complex or the University campus or while engaged in activities organized or sponsored by the University. Without limiting the generality of the foregoing, the University shall not be responsible for injury, damage or loss to you or your Guests due to:

- the use of Residence Complex facilities and equipment;
- taking part in socials, dances, plays or other organized or sponsored activities; and
- taking part in organized or sponsored off-campus activities including ski trips and tours.

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

6.1 Force Majeure

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

To the extent that the University is unable to fulfill, or is delayed or restricted in fulfilling, its obligations under this Contract by any cause beyond its reasonable control, the University shall be relieved from the fulfillment of its obligations during that period and you shall not be entitled to any reduction in fees or compensation as a result thereof. Without restricting the generality of the foregoing, the University shall not be responsible for failing to meet its obligations under this Contract due to a strike by its employees, a lock-out of employees by the University and/or any other form of job action or labour unrest, or due to acts of God, including but not limited to fires, floods, earthquakes, intervention by civilian or military authorities, acts of war, acts of terrorism, public health emergencies, whether localized, national or international, unusually destructive or disruptive storms, or new or amended federal, provincial or local laws, regulations, bylaws or policies.

6.2 Damages and Costs

You agree to pay for damages, lost property or extraordinary service or administrative costs you, or your Guests, cause to Residence Complex facilities whether through accident, neglect or intent. All residents of a floor or building or unit may be assessed for cleaning, damages, lost property or extraordinary service costs where the person(s) responsible cannot be ascertained by the University but where the damages, lost property, or excessive mess all reasonably believed by Residence Services to be caused by one or more residents of a floor or building or unit. Where charges and costs have not been paid by the specified date, a late fee will be added.

Assessments are charges applied to your account for damage (other than normal wear and tear), missing articles, missing furniture, damaged furniture, or for any extraordinary cleaning. Upon receiving an assessment notice you will be required to choose one of these two options:

Schedule B: General Terms and Conditions

- pay the assessment by the due date, or request an extension from Residence Services staff before the due date. Reasonable requests for payment plans will be accommodated; or
- appeal the assessment by submitting an email to resacct@uvic.ca within 7 business days of receiving notification of assessment. Appeals will only be considered if you are not in arrears for any other fees, charges or amounts owed to Residence Services.

Failure to pay assessments including damages, lost property, service and administrative costs may result in the relocation of you or other resident(s) to another floor or unit, denial of future assignment of Accommodation or eviction from your Accommodation. The University may take legal action or use collection agencies to recover unpaid accounts.

6.3 Denial of Other University Services

In addition to any other remedies available to it pursuant to this Contract or at law, the University may suspend your student privileges and deny you student services (including but not limited to: restriction of meal plan, access to academic grades and records/transcripts, etc.) if any fees, assessment, damages, costs or other monetary amounts owing pursuant to this Contract remain unpaid by you either during the term of this Contract or after its termination or conclusion for any reason.

The University may take legal action or use collection agencies to recover unpaid accounts.

Schedule C : Fees, Deposits and Meal Plan Costs

All students must pay a \$50 non-refundable application fee when applying for Residence.

The initial \$500 room acceptance fee is applied towards the term fees and is non-refundable.

A \$250 security deposit (the "Security Deposit") is required to cover property damages beyond normal wear and tear; any balance of the Security Deposit remaining after repair of damages will be refunded within 90 days after move-out. The University may, at its sole discretion contract a third party to process Residence refunds. When a refund is due to be paid, the resident will be contacted by Residence Services with instructions, and may request to provide banking information in order to facilitate payment to the resident's bank.

Schedule C: Fees, Deposits and Meal Plans

Schedule C: Fees, Deposits and Meal Plan Costs

CHART: 2022-23 RESIDENCE RATES

Accommodation Type	Term 1 Fees September - December 2022					Term 2 Fees January - April 2023			Term 3 Fees May - August 2023		
	Room Offer Acceptance Payment		Total Fees (not including Security Deposit)	Due Aug 1	Due Oct 1	Due Nov 15	Total Fees (not including Security Deposit)	Graduate and Pathway Students ONLY *			
	Due as indicated in Room Offer							Due Feb 1	Due March 1	Total Fees (not including Security Deposit)	
	Security Deposit	Acceptance Fee	Total	Balance	Deposit	Balance	Total Fees (not including Security Deposit)				
Dormitory Bedrooms											
New Building Single Room (Standard Meal Plan)	\$250.00	\$500.00	\$750.00	\$5,834.00	<u>\$6,334.00</u>	\$500.00	\$5,834.00	<u>\$6,334.00</u>	\$500.00	\$5,834.00	<u>\$6,334.00</u>
Single Room (Standard Meal Plan)	\$250.00	\$500.00	\$750.00	\$5,709.00	<u>\$6,209.00</u>	\$500.00	\$5,709.00	<u>\$6,209.00</u>	\$500.00	\$5,709.00	<u>\$6,209.00</u>
Double Room (Standard Meal Plan)	\$250.00	\$500.00	\$750.00	\$4,939.00	<u>\$5,439.00</u>	\$500.00	\$4,939.00	<u>\$5,439.00</u>	N/A	N/A	N/A
Economy Double Room (Standard Meal Plan)	\$250.00	\$500.00	\$750.00	\$4,313.00	<u>\$4,813.00</u>	\$500.00	\$4,313.00	<u>\$4,813.00</u>	N/A	N/A	N/A
Dormitory Apartments											
Bachelor Apartment (No Meal Plan)	\$250.00	\$500.00	\$750.00	\$3,313.00	<u>\$3,813.00</u>	\$500.00	\$3,313.00	<u>\$3,813.00</u>	\$500.00	\$3,313.00	<u>\$3,813.00</u>
One Bedroom Apartment (No Meal Plan)	\$250.00	\$500.00	\$750.00	\$4,261.00	<u>\$4,761.00</u>	\$500.00	\$4,261.00	<u>\$4,761.00</u>	\$500.00	\$4,261.00	<u>\$4,761.00</u>
New Building One Bedroom Apartment (No Meal Plan)	\$250.00	\$500.00	\$750.00	\$4,442.00	<u>\$4,942.00</u>	\$500.00	\$4,442.00	<u>\$4,942.00</u>	\$500.00	\$4,442.00	<u>\$4,942.00</u>
Cluster Units											
Cluster Room (No Meal Plan)	\$250.00	\$500.00	\$750.00	\$3,297.00	<u>\$3,797.00</u>	\$500.00	\$3,297.00	<u>\$3,797.00</u>	\$500.00	\$3,297.00	<u>\$3,797.00</u>
Grad 2 Bedroom Townhouse (No Meal Plan)	\$250.00	\$500.00	\$750.00	\$4,437.00	<u>\$4,937.00</u>	\$500.00	\$4,437.00	<u>\$4,937.00</u>	\$500.00	\$4,437.00	<u>\$4,937.00</u>

*Other students must apply for Summer Housing

Schedule C: Fees, Deposits and Meal Plan Costs

The information that follows is a written summary of the chart on the previous page.

Fees listed below do not include the \$250 security deposit; this amount is due at the same time as the \$500 room acceptance fee (\$750 total).

Winter Session Contracts- Terms 1 & 2 (Fall & Spring)

1.0 Dormitory Bedroom Fees - including meal plan, ResNet, utilities

New Building 1 single dormitory bedroom \$12,667.00 (Standard Res Meal Plan)

\$500.00 room acceptance fee due as indicated in room offer
\$5,834.00 Term 1 Remaining fees due August 1, 2022
\$500.00 Term 2 Deposit due October 1, 2022
\$5,834.00 Term 2 Remaining fees due November 15, 2022

Single dormitory bedroom \$12,418.00 (Standard Res Meal Plan)

\$500.00 room acceptance fee due as indicated in room offer
\$5,709.00 Term 1 Remaining fees due August 1, 2022
\$500.00 Term 2 Deposit due October 1, 2022
\$5,709.00 Term 2 Remaining fees due November 15, 2022

Double dormitory bedroom \$10,879.00 (Standard Res Meal Plan)

\$500.00 room acceptance fee due as indicated in room offer
\$4,939.00 Term 1 Remaining fees due August 1, 2022
\$500.00 Term 2 Deposit due October 1, 2022
\$4,939.00 Term 2 Remaining fees due November 15, 2022

Economy Double dormitory bedroom \$9,626.00 (Standard Res Meal Plan)

\$500.00 room acceptance fee due as indicated in room offer
\$4,313.00 Term 1 Remaining fees due August 1, 2022
\$500.00 Term 2 Deposit due October 1, 2022
\$4,313.00 Term 2 Remaining fees due November 15, 2022

1.1 Dormitory Apartment Fees - including ResNet and utilities

Bachelor Dormitory Apartment \$7,626.00– no meal plan

\$500 room acceptance fee due as indicated in room offer
\$3,313.00 Term 1 Remaining fees due August 1, 2022
\$500.00 Term 2 Deposit due October 1, 2022
\$3,313.00 Term 2 Remaining fees due November 15, 2022

One bedroom Dormitory Apartment \$9,522.00– no meal plan

\$500.00 room acceptance fee due - as indicated in room offer
\$4,261.00 Term 1 Remaining fees due August 1, 2022
\$500.00 Term 2 Deposit due October 1, 2022
\$4,261.00 Term 2 Remaining fees due November 15, 2022

Schedule C: Fees, Deposits and Meal Plan Costs

New Building 1 One bedroom Dormitory Apartment \$9,884– no meal plan
\$500.00 room acceptance fee due - as indicated in room offer
\$4,442.00 Term 1 Remaining fees due August 1, 2022
\$500.00 Term 2 Deposit due October 1, 2022
\$4,442.00 Term 2 Remaining fees due November 15, 2022

1.2 Cluster Housing Fees - including ResNet and utilities

Cluster room: 4 bedroom unit \$7,594.00– no meal plan
\$500.00 room acceptance fee due as indicated in room offer
\$3,297.00 Term 1 Remaining fees due August 1, 2022
\$500.00 Term 2 Deposit due October 1, 2022
\$3,297.00 Term 2 Remaining fees due November 15, 2022

Cluster room: 2 bedroom townhouse \$9,874.00– no meal plan
\$500.00 room acceptance fee due as indicated in room offer
\$4,437.00 Term 1 Remaining fees due August 1, 2022
\$500.00 Term 2 Deposit due October 1, 2022
\$4,437.00 Term 2 Remaining fees due November 15, 2022

Full Year Contracts Terms 1, 2 & 3 (Fall, Spring & Summer Graduate and Pathway Students only)

2.0 Dormitory Bedroom Fees - including meal plans, ResNet, utilities

New Building 1: single dormitory bedroom \$19,002.00 (Standard Res Meal Plan)
\$500.00 room acceptance fee due as indicated in room offer
\$5,834.00 Term 1 Remaining fees due August 1, 2022
\$500.00 Term 2 Deposit due October 1, 2022
\$5,834.00 Term 2 Remaining fees due November 15, 2022
\$500.00 Term 3 Deposit due February 1, 2023
\$5,834.00 Term 3 Remaining fees due March 15, 2023

Single dormitory bedroom \$18,627.00 (Standard Res Meal Plan)
\$500.00 room acceptance fee due as indicated in room offer
\$5,709.00 Term 1 Remaining fees due August 1, 2022
\$500.00 Term 2 Deposit due October 1, 2022
\$5,709.00 Term 2 Remaining fees due November 15, 2022
\$500.00 Term 3 Deposit due February 1, 2023
\$5,709.00 Term 3 Remaining fees due March 15, 2023

2.1 Dormitory Apartment Fees - including ResNet and utilities

Bachelor Dormitory Apartment \$11,439.00 – no meal plan

Schedule C: Fees, Deposits and Meal Plan Costs

\$500.00 room acceptance fee due as indicated in room offer
\$3,313.00 Term 1 Remaining fees due August 1, 2022
\$500.00 Term 2 Deposit due October 1, 2022
\$3,313.00 Term 2 Remaining fees due November 15, 2022
\$500.00 Term 3 Deposit due February 1, 2023
\$3,313.00 Term 3 Remaining fees due March 15, 2023

One bedroom Dormitory Apartment \$14,283.00 – no meal plan

\$500.00 room acceptance fee due as indicated in room offer
\$4,261.00 Term 1 Remaining fees due August 1, 2022
\$500.00 Term 2 Deposit due October 1, 2022
\$4,261.00 Term 2 Remaining fees due November 15, 2022
\$500.00 Term 3 Deposit due February 1, 2023
\$4,261.00 Term 3 Remaining fees due March 15, 2023

New Building 1: One bedroom Dormitory Apartment \$14,826.00 – no meal plan

\$500.00 room acceptance fee due as indicated in room offer
\$4,442.00 Term 1 Remaining fees due August 1, 2022
\$500.00 Term 2 Deposit due October 1, 2022
\$4,442.00 Term 2 Remaining fees due November 15, 2022
\$500.00 Term 3 Deposit due February 1, 2023
\$4,442.00 Term 3 Remaining fees due March 15, 2023

2.2 Cluster Housing Fees - including ResNet and utilities

Cluster room: 4 bedroom unit \$11,391.00 – no meal plan

\$500.00 room acceptance fee due as indicated in room offer
\$3,297.00 Term 1 Remaining fees due August 1, 2022
\$500.00 Term 2 Deposit due October 1, 2022
\$3,297.00 Term 2 Remaining fees due November 15, 2022
\$500.00 Term 3 Deposit due February 1, 2023
\$3,297.00 Term 3 Remaining fees due March 15, 2023

Cluster room: 2 bedroom townhouse \$14,811.00 – no meal plan

\$500.00 room acceptance fee due as indicated in room offer
\$4,437.00 Term 1 Remaining fees due August 1, 2022
\$500.00 Term 2 Deposit due October 1, 2022
\$4,437.00 Term 2 Remaining fees due November 15, 2022
\$500.00 Term 3 Deposit due February 1, 2023
\$4,437.00 Term 3 Remaining fees due March 15, 2023

Spring Term Only Contracts – Term 2

Schedule C: Fees, Deposits and Meal Plan Costs

3.0 Dormitory Bedroom Fees - including meal plans, ResNet, utilities

New Building 1: single dormitory bedroom \$6,334.00 (Standard Res Meal Plan)

\$500.00 room acceptance fee due as indicated in room offer
\$5,834.00 Term 2 Remaining fees due November 15, 2022

Single dormitory bedroom \$6,209.00 (Standard Res Meal Plan)

\$500.00 room acceptance fee due as indicated in room offer
\$5,709.00 Term 2 Remaining fees due November 15, 2022

Double dormitory bedroom \$5,439.00 (Standard Res Meal Plan)

\$500.00 room acceptance fee due as indicated in room offer
\$4,939.00 Term 2 Remaining fees due November 15, 2022

Economy double dormitory bedroom \$4,813.00 (Standard Res Meal Plan)

\$500.00 room acceptance fee due as indicated in room offer
\$4,313.00 Term 2 Remaining fees due November 15, 2022

3.1 Dormitory Apartment Fees - including ResNet and utilities

Bachelor Dormitory Apartment \$3,813.00 – no meal plan

\$500.00 room acceptance fee due as indicated in room offer
\$3,313.00 Term 2 Remaining fees due November 15, 2022

One bedroom Dormitory Apartment \$4,761.00 – no meal plan

\$500.00 room acceptance fee due - as indicated in room offer
\$4,261.00 Term 2 Remaining fees due November 15, 2022

New Building 1: One bedroom Dormitory Apartment \$4,942.00 – no meal plan

\$500.00 room acceptance fee due - as indicated in room offer
\$4,442.00 Term 2 Remaining fees due November 15, 2022

3.2 Cluster Housing Fees - including ResNet and utilities

Cluster room: 4 bedroom unit \$3,797.00 – no meal plan

\$500.00 room acceptance fee due as indicated in room offer
\$3,297.00 Term 2 Remaining fees due November 15, 2022

Cluster room: 2 bedroom townhouse \$4,937.00– no meal plan

\$500.00 room acceptance fee due as indicated in room offer
\$4,437.00 Term 2 Remaining fees due November 15, 2022

Schedule D : Residence Life and Education/Community Standards and Regulations

Residence Life and Education

1.0 Statement of Rights and Accompanying Responsibilities of the Individual

UVic Residences accommodate approximately 2500 residents in a communal living environment. The well-being of the residence community rests on the balance of the community's ability to meet the needs of the individual and vice versa. As a member of this community you have many rights and with those rights come responsibilities. You also have some privileges, which rely on you being a positive member of this community. The following guiding principles describe the rights and accompanying responsibilities of the individual within the residence community:

- You have the right to expect clear standards of behaviour. You have the responsibility to know and ask questions if you do not understand a standard.
- You have the right to be safe here. You have the responsibility to conduct yourself in a way which doesn't endanger yourself and others.
- Every person in the community can expect consideration and respect and in return has the responsibility to conduct themselves in a civil manner and to show respect for the rights of every other person in the community.
- You have a right to live in an environment where the noise level is conducive to sleep and study. You have a responsibility to follow the community standards for quiet hours and to always behave in a reasonable manner even when quiet hours are not in place (these are called consideration hours).
- You have a right to enjoy your living space. You have the responsibility to allow others a reasonable level of conversation and social interaction during consideration hours as well as the responsibility to keep your own social interaction and conversation during these times at a reasonable level.
- You have the right to expect fair and consistent service from Residence Services staff. You have the responsibility to treat Residence Services staff with respect and to address any questions or inconsistencies through the appropriate channels.
- You have a right to a living space that is clean and well kept. You have a responsibility to contribute to the upkeep of common areas by taking garbage to the garbage compound and not leaving dishes in lounges or common areas.
- You have the right to a secure living space. You are also responsible for taking reasonable precautions to ensure that your Accommodation and the building in which it is located are protected from a breach of security.

Schedule D: Residence Life and Education/Community Standards and Regulations

- You have a right to manage your own health and wellness. You have a responsibility to work with UVic administration to ensure any mental or physical health issues do not have a negative impact on the residence community.
- Every person in the community can expect to live in an environment where their possessions and the communal space are shown respect by every other person. You have the responsibility to show everyone respect and to respect the property of others and the University.

There are also some privileges that residents can enjoy:

- You have the privilege of having housing on campus. You have the responsibility to function within the Community Standards in order to maintain this privilege.
- You have the privilege of having guests visit you in residence; you have the responsibility to ensure that they respect the standards of the community.

1.1 Roommates

All residents living in a shared unit or room must participate in the *Roommate 101 Program*, including the completion of a Roommate Agreement with their roommate(s) and their Community Leader, within six (6) weeks of living in residence. The *Roommate 101 Program* is meant to initiate dialogue between residents to identify each other's needs and wants (guests, cleanliness, social events, noise levels et cetera) and help set the foundation for a great roommate relationship. Each resident has the right to a safe and comfortable environment that is conducive to study and sleep. In turn, each resident also has the responsibility to be respectful of the space and to follow the Community Standards. Should any concerns arise with your roommate(s), it is expected that you will make an effort to communicate with each other to find a mutually agreeable resolution. If you encounter difficulties finding a mutual agreement, Community Leaders and Residence Life and Education professional staff can offer assistance with this process. See Schedule F for contact information.

1.2 Residence Community Standards Overview

Residence Services has established a set of standards to meet the needs of the general resident population. The University is committed to ensuring that all members of the University community are able to study and work in an environment of acceptance and mutual respect, free from harassment and discrimination. The standards and regulations stated here strive to protect the wellbeing, safety and security of residents and contribute to a residence community that is conducive to residents' academic success, personal growth and development. These standards are applicable on or about the Residence Complex and during all residence-related events, even if these events take place outside Residence Complex property. These standards have evolved over time to reflect provincial and municipal laws, as well as public health orders, requirements for basic safety in high density living (e.g. Flames and Incense Schedule D s. 2.1); and the feedback of residents over the years. If you have a question or concern about any of the Community Standards or Regulations please ask one of the Residence Life and Education staff about it. We strongly encourage questions and discussion about standards and regulations over your violating a standard or regulation as a way of expressing your disagreement with it.

Schedule D: Residence Life and Education/Community Standards and Regulations

Keep in mind that by signing the Contract you are bound by its terms, which include the Community Standards and Regulations.

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

1.3 Residence Community Standards Process

A. Violations

When an alleged violation of the Residence Contract and/or Residence Community Standards and regulations is brought to the attention of Residence Life and Education staff, they are responsible for ensuring that the incident is addressed with the resident. Where necessary Residence Life & Education staff will determine an appropriate sanction. Residence Services may on occasion, refer an incident to a campus partner or contract a third party for the purpose of investigation of specific incidents.

Decisions about Contract violations are made using the balance of probabilities standard of proof. This means that the information collected concerning an incident must show that it is more likely than not that a Resident violated the Contract for them to be found to be responsible for an incident.

B. Sanctions

If you are found in violation of a Community Standard you may be warned or assigned sanctions based on the community standard process outlined in the [Residence Community Living Handbook](#).

Sanctions applied in one academic session are carried over into future academic sessions. The process to appeal the transfer of sanctions from one academic session to the next is outlined in the Residence Community Living Handbook.

C. Interim Eviction

Residents investigated for potential violations under the Residence Contract, the University's [Resolution of Non-Academic Misconduct Allegations Policy \(#AC1300\)](#), [Sexualized Violence Prevention & Response Policy \(#GV0245\)](#); or other University policies may be temporarily removed from residence or relocated pending the outcome of an investigation. In these circumstances, the resident may be required to find alternative accommodation off campus. During this interim removal the resident may not be permitted in the Residence Complex.

D. Appeals

Residents may appeal an imposed sanction using the procedures, and within the time limits, outlined below. These procedures are also included in the Residence Services Community Living Handbook. Appeal decisions are final and not subject to further appeal. For independent feedback or guidance with the appeal process, residents may consult with the Office of the Ombudsperson at 250-721-8537 or ombuddy@uvic.ca. Please see: <http://uvicombudsperson.ca/>.

Residents may appeal On Notice and/or On Probation sanctions to the Residence Life & Education Appeal Committee, consisting of the Associate Director, Residence Life and Education (or designate) and two additional Residence Services staff.

Schedule D: Residence Life and Education/Community Standards and Regulations

Process for the Appeals of On Notice and On Probation sanctions:

1. A resident may appeal the category and/or assigned sanctions on the following grounds:
 - a. That there is clear evidence of lack of procedural fairness and/or bias or unfair treatment in the process;
 - b. That there is new information available potentially rendering the original decision unreasonable in light of new evidence presented; or
 - c. The severity of the sanction reasonably exceeds the nature of the misconduct.
2. A resident has five (5) University business days from the receipt of their follow up letter to submit a request for an appeal. To initiate this process the resident must e-mail Residence Services (reslife@uvic.ca)
 - a. Ensure the title of the email is: Residence Community Standards Appeal
 - b. In the body of the email:
 - i. Indicate the resident's full name, building/Cluster unit, and room number
3. Indicate their reason for entering an appeal (based on the requirements above)
4. Once the email has been received, Residence Services will contact the resident within five (5) University business days with a decision as to whether an appeal meeting will be scheduled.
5. If an appeal meeting is scheduled, the resident will be invited to discuss their case with the Residence Life & Education Appeal Committee.
 - a. The case will be considered in conjunction with other reports and information presented by Residence Life and Education staff or University staff.
6. A resident will be informed of the outcome of the appeal meeting within three (3) University business days.
7. The decision of the Residence Life & Education Appeal Committee is final and not subject to further appeal.

Residents may appeal Termination of their Residence Contract (eviction) to the Residence Services Judicial Appeal Board, which consists of:

- Director of Residence Services (or designate)
- Two resident representatives
- Two University Administrators (or designates)

Process for Appeals of Evictions

1. A Resident is required to vacate the residence community by the deadline indicated in their Eviction notice. This requirement will not be altered except in cases where the Board overturns the eviction, or modifies the deadline due to exceptional circumstances.
2. A Resident has three (3) University business days from the receipt of an Eviction notice to appeal the eviction by submitting a completed [appeal form](#) to the Director of Residence Services (or designate). The appeal form is available online. The envelope must be clearly marked "Eviction Appeal" and must be delivered to the Residence Services Main Office, as per the instructions on the appeal form.
3. A Resident may appeal the eviction on the following grounds only:
 - a. That there is clear evidence of a lack of procedural fairness and/or bias or unfair treatment in the process.

Schedule D: Residence Life and Education/Community Standards and Regulations

- b. That there is new information available potentially rendering the original decision unreasonable in light of new evidence presented.
 - c. The severity of an eviction sanction reasonably exceeds the nature of the misconduct.
4. The Director of Residence Services (or designate) will call an Appeal Board hearing within five (5) University business days of the receipt of the appeal form.
5. The Board will consider the appeal form submitted by the resident, as well as any other relevant documents and reports. The Board may also choose to interview the resident and/or other individuals with information relevant to this eviction decision.
6. Once the Board has met, the resident will be informed of the decision in writing within 24 hours (one full business day) of the meeting.
7. The decision of the Board is final and not subject to further appeal.

1.4 Referral of Investigation

As part of the greater University community, the Residence Contract and conduct process may be superseded by other University policies. Incidents that occur in residence may be beyond the scope of the Residence Contract and may require follow up outside of Residence Services.

In these circumstances, an incident and a resident's conduct file may be:

- Investigated under the University's Non-Academic Misconduct Policy (<https://www.uvic.ca/universitysecretary/assets/docs/policies/AC1300.pdf>), and/or referred to alternative University discipline procedures, and/or
- Investigated under the University's Sexualized Violence Prevention and Response Policy (<https://www.uvic.ca/universitysecretary/assets/docs/policies/GV0245.pdf>), and/or
- Investigated under any other applicable [policy](#) of the University, and/or
- Referred to the University's Human Rights & Equity office, and/or
- Referred to Campus Security Services, the Saanich Police Department or other law enforcement agencies.

Residence Community Standards and Regulations

You are expected to use reasonable foresight to choose actions that do not place the safety or wellbeing of yourself or others at risk. These standards and regulations are an important part of this Contract. Violation, or actions that contribute to or facilitate the violation, of any of the following regulations are a breach of this Contract and may result in action on behalf of the University under any University of Victoria policy concerning: non-academic student misconduct (as issued, amended or replaced from time to time); Residence Community Standards action; eviction from Residence Complex; and/or other actions described in Section 1 above and the following sections.

The University will not accept ignorance, anger, alcohol, or substance use as an excuse, reason or rationale for violation. If you choose to be part of a group that is violating Residence Community Standards and regulations you may collectively and individually be held responsible for the violation. In addition, where applicable, violations of this agreement may be followed up with the Office of Student Life, Campus Security Services and/or the Saanich Police Department.

These standards have been developed in regards to the Rights and Responsibilities outlined in Schedule D s. 1.0. They are organized by their associated right/responsibility.

Safety

You have the right to be safe here. You have the responsibility to conduct yourself in a way which doesn't endanger yourself and others.

2.0 Dangerous Activity/Materials

Activities that are considered dangerous or potentially harmful to any person including the resident engaging in the activities are prohibited and may result in eviction. Activities include, but are not limited to: throwing objects, breaking glass, climbing the outside of Residence Complex buildings, climbing into or out of residence through windows, sitting in windows sills or on balcony railings, setting fires of any size in or about the accommodation or anywhere in Residence Complex or on Residence Complex grounds, et cetera.

Possession or use of explosive or flammable material including firecrackers, fireworks, dynamite, gasoline, propane, or other such materials, is not permitted on Residence Complex property. Possession of the same may result in eviction. Propane tanks are not permitted in the Residence Complex.

2.1 Flames and Incense

Flames, including burning candles or incense, are not permitted in the Residence Complex.

2.2 Smoking and Vaporizers

Smoking or vaping of tobacco, cannabis, or any other matter or substance which can be smoked is not permitted in Residence Complex buildings or on Residence Complex balconies and walkways. This is deemed to include: smoking cigarettes, cigarillos, and cigars; smoking using pipes, the use of hookahs, vaporizers, shisha or any other smoking devices and the use of electronic cigarettes or similar vaporizing devices. The Residence Complex, including rooms and all common areas, such as house or floor lounges, study rooms, laundry rooms, elevators, washrooms, Cluster walkways, main floor foyers, stairwells and hallways is a non-smoking area. Smoking and vaping violations may result in costs and/or sanctions up to and including eviction.

Smoking or vaping of tobacco or cannabis is restricted to specifically designated smoking areas. Please see the [Designated Smoking Areas map](#).

2.3 Safety/Security/Fire Equipment

Safety equipment including sprinklers, smoke detectors, heat sensors, fire exit signs, fire extinguishers, hoses, alarm bells, pull stations/covers, and any other safety equipment is necessary to safeguard residents. Activating, handling, using, covering, disengaging or otherwise interfering with any fire or safety equipment for any reason other than an emergency is prohibited and may result in eviction and be followed up by the Office of Student Life or the Saanich Police Department whether such actions were intentional or not. Examples include but are not limited to discharging fire extinguishers, touching fire alarm pull-stations or fire hoses, hanging objects from sprinkler heads, or striking safety equipment with an object, et cetera.

Schedule D: Residence Life and Education/Community Standards and Regulations

If the safety equipment is accidentally activated the resulting damage will be extensive and expensive for you. Never cover or disconnect the smoke or heat detector in your room. If it malfunctions immediately call Campus Security. If a smoke or heat detector is found disconnected or disabled (without permission), all the residents of that room or unit will be held responsible, at risk of Community Standards action, and will be assessed for reconnection or repair pursuant to Schedule B s.6.2.

Live or cut trees or branches (e.g. Christmas trees, wreaths) are not permitted in the Residence Complex.

You are required to follow the directions of university staff in case of a fire. All fire exits, stairwells and walkways must remain clear at all times to allow for fire egress.

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

Tampering with, forcing or disabling a Residence Complex building or room door's closing or locking mechanism, or propping open a locked door and leaving it unattended, is prohibited. Copying keys or key cards issued by Residence Services is prohibited. Residents are responsible to maintain the security of their unit or room by locking doors and windows.

2.4 Initiations/Hazing

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

2.5 Violence/Physical Aggression/Sexualized Violence

Physical aggression, violence, to self or others and/or sexualized violence or sexually inappropriate behaviour are not tolerated in the Residence Complex.

The following definitions apply with respect to this section:

“Physical aggression” - Any physically aggressive or violent behaviour, such as attempting suicide, self harm, fighting, hitting, punching, slapping, kicking, pushing, pulling, throwing objects at another, et cetera.

“Sexualized violence” - as defined by the [Sexualized Violence Prevention and Response Policy GV0245](https://www.uvic.ca/info/sexualizedviolencepolicy/assets/docs/SVPolicy.pdf) (<https://www.uvic.ca/info/sexualizedviolencepolicy/assets/docs/SVPolicy.pdf>) is any non-consensual, unwanted actual, attempted, or threatened act or behaviour, that is carried out through sexual means or by targeting a person's sex, sexual identity or gender identity or expression. This act or behaviour may or may not involve physical contact. Sexualized violence includes all forms of sexual misconduct set out in the *Sexual Violence and Misconduct Policy Act*, including but not limited to:

Sexual assault; sexual exploitation; sexual harassment; stalking; indecent exposure; voyeurism; and or the distribution of sexually explicit photograph or video of a person to one or more persons other than the person in the photograph or video without the consent of the person in the photograph or video.

Schedule D: Residence Life and Education/Community Standards and Regulations

Sexualized violence can take place through any form or means of communication (e.g. online, social media, written, visual, through a third party, et cetera).

Behaviours described in Schedule D s. 2.0, 3.1, and 8.1 may also be considered as violence and are not tolerated in residence.

Anyone engaging in physically aggressive behaviour or sexualized violence may be evicted from residence, and may be referred to the Saanich Police Department and/or the Office of Student Life for follow up under any University of Victoria policy concerning non-academic student misconduct and/or the Human Rights and Equity office.

2.6 Weapons

Possession of real or replica weapons in residence including firearms, air guns, swords, hunting, paintball guns, throwing or sporting knives, sling shots, and archery equipment is prohibited. Wielding and or using any object in a threatening or aggressive manner may result in eviction and referral to the Office of Student Life and/or the Saanich Police Department.

Residents with sporting equipment that may be considered a weapon should contact Residence Services for permission.

2.7 Cooking

See Schedule B s. 3.4 for information regarding permitted small appliances.

Residents must be in attendance at all times while preparing food in/on any cooking appliance, including microwaves, toasters, stoves et cetera.

Costs may result if the Fire Department is required to attend your room or unit due to the triggering of fire safety equipment related to cooking.

Barbecues are not permitted in the Residence Complex.

2.8 Prohibited Areas

Residents are not permitted access to unauthorized areas. This includes areas not normally used by persons other than staff including; Lansdowne balconies, the top of covered walkways, roof tops, mechanical rooms, hot water tank rooms, or any area marked "off-limit to unauthorized personnel", "staff only" or "closed", crawl spaces, construction sites, and private offices, et cetera. Accessing these areas is prohibited.

Unauthorized access to the Residence Complex and unassigned Cluster Housing rooms is also prohibited. All of the above behaviour may result in eviction and/or referral to the Saanich Police Department.

2.9 Unauthorized Key Possession, Use and/or Unauthorized Entry

Unauthorized possession or unauthorized use of Residence Complex keys, including unauthorized entry is prohibited and may result in eviction. The resident is not permitted to copy any key or key card provided by Residence Services.

Respect

Every person in the community can expect consideration and respect and in return has the responsibility to conduct themselves in a civil manner and to show respect for the rights of every other person in the community.

3.0 Inappropriate Behaviour

In addition to the other provisions Schedule D Sections 2 – 8, any conduct which is inappropriate or disruptive to an individual, the residence community or the University, as determined by Residence Services Management, is prohibited and may result in eviction.

Without limiting the foregoing, inappropriate behaviour includes “mooning”, public urination, use of a toilet or shower facility for purposes outside of their intended use, nudity visible outside of the resident’s room, and online activity or communication which is unwanted by the intended recipient or subject of the activity or communication.

3.1 Threat to Dignity and Security of an Individual

Activity (verbal, written, electronic, graphic, or physical) that is threatening, racist, sexist, homophobic, or any form of discrimination, harassment, sexual harassment or unwanted sexual attention is prohibited, and may result in eviction from the Residence Complex. This can include, but is not limited to: posting or distributing material and/or behaving in a manner that is offensive and may contribute to an intimidating, hostile or uncomfortable environment; putting offensive posters/pictures in areas available to public view, including windows or common areas; using e-mail or other electronic messaging, social networking sites, voice mail, message boards, mail, computer networks or other mediums to convey obscene or otherwise objectionable messages or materials; writing graffiti in Residence Complex buildings or encouraging or engaging in offensive acts or behaviour; and repeatedly following or attempting to make unwanted contact with another person.

3.2 Pranks: Inappropriate or Destructive

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

Consideration and Noise

You have a right to enjoy your living space. You have a right to live in an environment where the noise level is conducive to sleep and study.

You have the responsibility to allow others a reasonable level of conversation and social interaction during consideration hours as well as the responsibility to keep your own social interaction and conversation during these times at a reasonable level. You have a responsibility to follow the community standards for quiet hours and to always behave in a reasonable manner even when quiet hours are not in place (these are called consideration hours).

4.0 Noise

Residence is a densely-populated community, and therefore you must expect some reasonable living noise. Absolute silence is not possible. However, as is set out in this Section, residents are not permitted to create excessive noise. In all residences, residents are expected to be considerate of their neighbours 24 hours a day, 7 days a week. An individual's right to reasonable quiet study and sleep supersedes others' rights to make noise. In cases of dispute, the residence life staff will determine what is reasonable. If someone asks that you be quiet, respect that person's wishes and reduce your noise.

In addition to being considerate at all times, quiet hours are those times during which residents are prohibited from making noise which can be heard outside of their unit, or which may disturb the resident's roommate in any way (if applicable), or which can be heard outside the Residence Complex building and may disturb a resident inside the building. This refers primarily, but not exclusively to talking, noise from audio equipment, Bluetooth speakers, radios, televisions, musical instruments, computer equipment and telephones. Residence Services reserves the right to implement additional noise restrictions during the term of this contract.

Audio equipment may not be played such that sound, and especially the bass (low frequency sound) can be heard outside of the resident's room or unit. Subwoofers and sound systems containing subwoofers are not permitted in your accommodation.

4.1 Quiet Hours

The quiet hours are as follows:

Sunday – Thursday 9 pm to 8 am

Friday and Saturday nights 12 am to 10 am

All times outside of quiet hours are deemed consideration hours. During consideration hours residents are expected to adhere to a reasonable and respectful level of conversation and visiting.

4.2 Exam Quiet Hours:

Exam quiet hours run for 22 hours a day with consideration hours running from 6 pm to 8 pm.

4.3 Guests or Visitors

Residents are allowed one overnight guest at a time, for no more than three consecutive evenings at a time and no more than 9 nights total per term unless permission is granted in writing from a Neighbourhood Manager. Residents who do not comply with these limits are in violation of Schedule B s. 3.2 of this Contract.

Residents sharing a double room or Cluster Housing unit must have the permission of their roommate(s) or housemates prior to having a guest(s), with every visit.

Schedule D: Residence Life and Education/Community Standards and Regulations

Beginning on move in day, residents are not allowed to host off-campus guests for a two week period. Residence Services reserves the right to implement additional guest restrictions during the term of this Contract (e.g. Halloween weekend).

Residents are responsible for their guests' behaviour whether they participated in, condoned or were aware of the guests' behaviour or not. Anyone who is invited to, accompanied on, accepted or admitted to the Residence Complex property (which includes all residence buildings, parking lots, and surrounding grounds) is deemed to be a guest of that resident.

A resident who facilitates the access (i.e. opening a locked door) of a stranger or 'unhosted' person to Residence Complex property will be deemed to be the host of that person and will be held responsible for that person's behaviour as if the person were their guest.

Residents must be present as hosts of their guests at all times, however their failure to be present does not mitigate or relieve their responsibility for their guests' behaviour. Residents are responsible for their guests' actions until the guests leave the Residence Complex property. Accompanying or acting as a host to a former resident who was evicted and does not have visiting privileges, and/or a person whose visiting privileges have been revoked, is prohibited.

Residents are responsible for activities that take place in their room or unit whether they are present at the time of the activity or not. A resident's failure to lock their door and/or their lending of keys to another for access to their unit does not mitigate their responsibility for the actions of others that occur in the resident's room or unit.

4.4 Functions and Social Gatherings

At all times when hosting guests in your residence room or Cluster unit, all Community Standards must be upheld; specifically those that pertain to alcohol, guests and noise. For further clarity please refer to Schedule D s. 2.1, 4.0, 4.3, and 7.1.

In addition, when hosting a function or social gathering (a group of three or more individuals where alcohol and/or music is a significant component of the event), the following expectations must be met:

- A room or unit owner must be in attendance as the "host" of the function or social gathering, and must be immediately available, present and aware of the actions of their guests for the entire duration of the gathering.
- The room or unit owner is responsible for the actions of those who attend. If others arrive who are not invited, the host must ask them to leave and/or report them to university personnel (i.e. Residence Life and Education staff or Campus Security Services).
- In double rooms and Cluster units, all roommates must give permission for a function or social gathering to be hosted in the room or unit.
- The function or social gathering must be contained within the host's room or unit, and may not impact communal space (i.e. hallways, Cluster walkways, balconies, surrounding outside areas, et cetera) with noise, guests or alcohol.
- The maximum number of persons that may occupy a space at a time is:
 - Cluster Unit – 16 persons
 - Double Room – 8 persons

Schedule D: Residence Life and Education/Community Standards and Regulations

o Single Room (in Dormitories or a Cluster Unit) – 4 persons

- The University may, in its discretion, further restrict the number of persons that may occupy any space, either indoor or outdoor, in the Residence Complex at any time in order to uphold Community Standards, or in response to any legal requirement or any direction, order or request from a governmental authority (including the Provincial Health Officer), including a direction, order or request to restrict the size of gatherings or to impose physical distancing requirements.
- All functions and social gatherings must adhere to fire code regulations.
- No function or social gathering may be advertised or promoted (including the use of social media) without permission from a Neighbourhood Manager.
- Themed functions or social gatherings are not permitted.
- Alcohol may not be sold, and all provincial, residence and campus liquor policies must be upheld at a function or social gathering. No functions or social gatherings are permitted during exams, when extended quiet hours are in effect.
- The function or social gathering must be terminated by the host and guests must vacate no later than designated Quiet Hours.

A host may book a meeting with a Neighbourhood Manager to discuss the above expectations. A meeting is required before a function or social gathering if the host is looking for an exception regarding the above expectations.

Defining a function or social gathering is ultimately the discretion of Residence Life and Education staff, Campus Security Services and/or emergency or Saanich Police Department personnel. A responsible function or social gathering does not require continued university staff presence to ensure the above expectations are met. If the function or social gathering requires continued staff presence, it will be terminated. Failure to adhere to the above expectations, the Community Standards and/or other university policies may result in the function or social gathering being terminated at once, the withdrawal of future function or social gathering privileges, and/or the assessment of sanctions and/or eviction from residence.

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

Residents are not permitted to engage in physically active games/activities including ball hockey, football, golf, soccer, throwing a ball, Frisbee, hacky sac, water fights, bicycling, skateboarding, sprinting, hoverboarding, et cetera, inside Residence Complex buildings.

Fairness and Support

You have the right to expect fair and consistent service from Residence Services staff. You have the responsibility to treat Residence Services staff with respect and to address any questions or inconsistencies through the appropriate channels.

5.0 Cooperation with Staff and Others

Residents and guests shall cooperate with requests from staff members, Campus Security Services, emergency personnel and the Saanich Police Department. Failure to cooperate with, and/or verbal or physical harassment or abuse of a staff member (Residence Services Staff, trades staff, Third-party contractors, Campus Security

Schedule D: Residence Life and Education/Community Standards and Regulations

Services, emergency and/or Saanich Police Department personnel, et cetera) may result in University action, eviction from residence, and/or referral to the Office of Student Life for Non-Academic Student Misconduct Policy follow-up.

Misleading or providing false identification to staff (as defined above) will be considered to be a failure to cooperate. Residents must identify themselves to University staff and Police when asked.

Cleanliness

You have a right to a living space that is clean and well kept. You have a responsibility to contribute to the upkeep of common areas by taking garbage to the garbage compound and not leaving dishes in lounges or common areas.

6.0 Cleanliness Standards

Residents are expected to keep shared living areas, including common lounges, double rooms, Cluster units, toilets and showers, and the exterior of their room/unit doors clean. This includes leaving dishes and/or garbage in public spaces of the Residence Complex, including stairwells, hallways and the exterior. This behaviour may result in cleaning charges, and/or further action as deemed appropriate by Residence Services. Common area damage or unreasonable mess may result in shared charges, the possible relocation of the residents of the floor/unit, and/or denial of future residence assignment. See Schedule B s. 3.3.

Residents are responsible for keeping the interior of their room (private space) reasonably clean such that its conditions do not interfere with others' right to a clean, healthy living space.

Residents are responsible for disposing of any refuse accumulated by them or their guests, and must dispose of any garbage, compost or recycling from their unit and/or room in the appropriate garbage compound located outside of their residence building.

Residents are expected to recycle materials in accordance with the campus recycling program. It is the responsibility of the resident to bring their recycling to the recycling areas located within the Residence Complex area and to only place appropriate materials within the respective bins.

Personal Health

You have a right to manage your own health and wellness. You have a responsibility to work with UVic administration to ensure any mental or physical health issues do not have a negative impact on the residence community.

7.0 Pets and Guide Animals

Residents are not permitted to keep or harbour pets, including fish, or animals in the Accommodation or on Residence Complex property, even temporarily. Guests may not visit the Accommodation with pets or animals.

The resident may keep a guide dog or service dog (as defined in the *Guide Dog and Service Dog Act* of British Columbia) in their Accommodation provided the resident provides such documentation acceptable to Residence

Schedule D: Residence Life and Education/Community Standards and Regulations

Services to verify that guide dog or service dog is certified pursuant to the Guide Dog and Service Dog Act of British Columbia.

Residence Services will make those arrangements and accommodations that Residence Services deems to be reasonable and suitable for residents requiring a guide dog or service dog and those other residents that may be affected by the presence of guide dogs or service dogs. Accordingly, you must inform Residence Services about your or your designated roommate's requirement to reside with a guide dog or service dog and provide the information described above before the arrival of the guide dog or service dog at residence. Any guide dog or service dog must be kept in such a manner so as not to disturb, threaten or create a nuisance to other persons or Residence Services.

If during the term of this Contract, you or your guest(s) require that a guide dog or service dog reside in your Accommodation, even temporarily, you must inform Residence Services providing the information described above before the arrival of the guide dog or service dog at residence.

Residents may request to live with an Emotional Support Animal (ESA) through the Priority Consideration Request (PCR) process. Please refer to the Priority Consideration Information on our [website](#) for full details on eligibility and application details.

7.1 Alcohol

Consumption of alcoholic beverages ("Alcohol") by individuals less than 19 years of age in British Columbia is a violation of provincial law and University policy. Provincial liquor regulations apply to all resident rooms/units and the university facilities as a whole. Residents and their guests are responsible for knowing, understanding and complying with these standards and policies.

Alcohol consumption is not an excuse for disruptive or unacceptable behaviour. Residence Services and Campus Security Services are responsible for enforcement of this policy. Residents who choose to violate this policy will be held accountable for their actions under the Residence Community Standards and/or under any University of Victoria policy concerning non-academic student misconduct, and/or followed up by the Saanich Police Department.

Residents who are 19 years of age or older and choose to consume Alcohol must do so responsibly, and will be accountable for their actions.

- a) Consuming or serving Alcohol or carrying unsealed Alcohol is permitted only in residents' rooms, Cluster Housing units, or dormitory apartments.
- b) Possession and/or consumption of Alcohol within a designated substance-free residence community is not permitted.
- c) Possession and/or use of a keg, mini-keg or any other container holding more than (2) two litres of Alcohol is not permitted.
- d) Consuming or serving Alcohol or carrying unsealed Alcohol is not permitted in any other areas including, but not limited to, lounges, patios, balconies, cluster walkways, elevators, washrooms, laundry rooms, hallways, stairwells, main floor foyers, lounges and any outdoor residence space.

Schedule D: Residence Life and Education/Community Standards and Regulations

- e) Participating in a game or activity that promotes, or can be construed to promote, the consumption of Alcohol, which includes high risk drinking activity (e.g. shotgunning) and/or the use of a drinking apparatus (e.g. funnel and/or beer bong), is not permitted.
- f) Failure to adhere to the rules, regulations, policies and procedures of the University and Residence Services governing the use of Alcohol in the Residence Complex may result in University follow up and discretionary conditions, and/or eviction from the Accommodation.

7.2 Cannabis

Possession and consumption of cannabis, or cannabis products, by individuals less than 19 years of age in British Columbia is a violation of provincial law. Provincial cannabis regulations apply to all resident rooms/units and the university facilities as a whole. Residents and their guests are responsible for knowing, understanding and complying with these standards and policies. Residents who meet the criteria listed above and choose to consume cannabis must do so responsibly, and will be accountable for their actions. Cannabis consumption is not an excuse for disruptive or unacceptable behaviour.

The following definitions apply with respect to cannabis in residence:

“cannabis” has the same definition as in the federal statute “An Act respecting cannabis and to amend the Controlled Drugs and Substances Act, the Criminal Code and other Acts”.

“cannabis product” is any substance that contains cannabis including marijuana, seeds, hashish and their derivatives or any product (for example edible products, oil, lotions, tinctures) that contain cannabis.

“cannabis equipment” means any equipment, paraphernalia or device used to prepare or consume cannabis products (for example bongs, vaporizers, scales, grinders, etc).

“Federal Law” means the Statute of Canada entitled “An Act respecting Cannabis and to amend the Controlled Drugs and Substances Act, the Criminal Code and other Acts” and any other Canadian federal legislation regulating cannabis here.

“Provincial Law” means any legislation of the Province of British Columbia regulating cannabis.

Where the provisions of this Contract are more restrictive than the Federal and Provincial laws or the general rules of the University of Victoria regarding cannabis, then the provisions of this Contract prevail.

The following rules apply with respect to cannabis in residence.

1. Residents with a documented medical need for prescription cannabis, who wish to consume their prescription in a residence building must register with, and have the documentation verified and approved by, the University of Victoria Centre for Accessible Learning. Only non-combustible methods of consumption of such prescription drugs will be approved for use in residence buildings, and residents must abide by the safety guidelines for prescription use determined by Residence Services.
2. Consuming or serving Cannabis or carrying unsealed Cannabis is not permitted in any other areas including, but not limited to, lounges, patios, balconies, cluster walkways, elevators, washrooms,

Schedule D: Residence Life and Education/Community Standards and Regulations

laundry rooms, hallways, stairwells, main floor foyers, lounges and any outdoor residence space other than the designated smoking areas.

3. The possession or cultivation of cannabis plants in your Accommodation or elsewhere in the residence complex is prohibited.
4. Manufacturing of cannabis oil in a residence for the purpose of producing edibles for self or distribution is strictly prohibited.
5. Cannabis products must be stored:
 - a. in your private space in your room. For example – they cannot be stored in a shared fridge, freezer or cupboard;
 - b. with labels clearly indicating they contain cannabis; and
 - c. sealed in a container such that any smell is undetectable outside of your residence room or, in a shared room, by your roommates.
6. Cannabis equipment must be stored:
 - a. in your private space in your room. For example – it cannot be stored in a shared cupboard or closet;
 - b. sealed in a container such that any smell is undetectable outside of your residence room or, in a shared room, by your roommates; and
 - c. with labelling clearly indicating it is used to prepare or consume cannabis;
8. You are responsible to manage the odour or residual odour on your person or personal affects that may negatively impact others in the residence community. Residence Services expects that you will make every possible effort to conceal the detectible odour of cannabis anywhere within the residence complex.

Failure to adhere to the rules, regulations, policies and procedures of the University and Residence Services governing the use of Cannabis in the Residence Complex may result in a conduct status, sanctions, costs, the imposition of discretionary conditions, and/or eviction from your Accommodation. In particular, failure to properly store or label a cannabis product or cannabis equipment leading to another person inadvertently consuming cannabis may result in eviction from residence.

7.3 Drugs

The possession, use, trafficking (which includes manufacture, sale, giving, administering, transporting, sending, delivery, or distributing) or offering to do anything related to the possession, use or trafficking of illegal drugs is prohibited. Any involvement, whether direct or indirect, in any illegal drug or drug-related activity is prohibited. Possession of paraphernalia that is associated with the possession, use or trafficking of illegal drugs is prohibited. For greater certainty possession or distribution of cannabis contrary to the Cannabis Act (Canada) or the Cannabis Control and Licensing Act (BC) remains illegal. These activities may result in eviction from your Accommodation and/or referral to the Office of Student Life, and/or the Saanich Police Department.

Security of Belongings

Every person in the community can expect to live in an environment where their possessions and the communal space are shown respect by every other person. You have the responsibility to show everyone respect and to respect the property of others and the University.

8.0 Theft

Theft or possession of another person's property without permission is prohibited and may result in eviction, and/or referral to the Saanich Police Department.

8.1 Damage to Property/Vandalism

Damage to the personal property of other residents or damage to Residence Complex property including, but not limited to, vandalizing posters and advertising materials is prohibited and may result in eviction from the Residence Complex and an assessment for damages pursuant to Schedule B s. 6.2. In addition, such actions may result in follow-up with the Saanich Police Department.

Do not use nails, screws, hooks, glue-on hangers, scotch/masking/duct tape, or adhesive on your walls, doors and/or ceilings. You will be at risk of receiving an assessment for damage.

All Dorm and Cluster bedrooms have been provided with window coverings. Do not remove, replace, or alter the window coverings. Please report any concerns with your window coverings through the [online housing portal](#).

Tampering with elevator safety systems or engaging in activities that may damage or interfere with the operation of the Residence Complex elevators are prohibited, and will result in an assessment for the cost of repairs and possible eviction from the Residence Complex.

Any willful, malicious, or negligent destruction of public or private property in or around the Residence Complex and/or failure to uphold reasonable standards of cleanliness is prohibited, including littering. Being present while vandalism occurs and failing to report such acts will be treated as vandalism. Any involvement in vandalism may result in eviction and/or forwarded to the Office of Student Life and/or the Saanich Police Department.

8.2 Removal of University Property

Removing furniture or property from dorm, apartment, cluster rooms, lounges and other common areas is not permitted. This includes moving furniture onto or into balconies, elevators, hallways, personal rooms/units, other lounges, et cetera. Taking university property out of a Residence Complex area is considered theft and may result in eviction and referral to the Saanich Police Department.

8.3 Signs

No signs (electric or otherwise), posters, banners or flags of any size may be hung outside or visible to the public, or around the Residence Complex, except with permission from Residence Services Management staff.

8.4 Throwing or Falling Objects

Schedule D: Residence Life and Education/Community Standards and Regulations

Throwing, dropping, pouring, knocking or ejecting objects from Residence Complex buildings, windows, cluster walkways, covered walkways, balconies or stairwells, whether intentionally or unintentionally, is prohibited and may result in eviction. It is your responsibility to ensure objects placed on windowsills or near any windows are secure.

Throwing objects within or at Residence Complex buildings is prohibited.

Schedule E : Student Meal Plans

UNIVERSITY FOOD SERVICES (UNFS)

Section 1: Residence Meal Plan

1.0 Mandatory Residence Meal Plan

Students who reside in dormitory residences (excluding apartments) are required to purchase a meal plan each term, referred to in this Contract as the "Residence Meal Plan". The Residence Meal Plan is a declining balance meal plan, with residents choosing the items they wish to consume and paying for each. This Contract describes the costs, options and the payment schedule for the Residence Meal Plan, rules applicable to it, and rules of conduct for the dining areas.

1.1 General Description of the Mandatory Residence Meal Plan

Accepting a placement in a dormitory residence is an automatic acceptance of the Residence Meal Plan account and an acceptance of all of the terms and conditions of the Residence Meal Plan. All costs and fees associated with the mandatory Residence Meal Plan are included in the Residence Fees paid to Residence Services upon acceptance of a room offer.

1.2 Carryover Policy

All residents who live in dormitory residences are required to purchase a meal plan each term. Residents with an account balance on their meal plan at the end of Term 1 (September to December) will have their entire balance carried over to Term 2, (January to April).

1.3 Terms and Conditions of the Residence Meal Plan

You will be issued a University of Victoria ONECard, which must be presented at the time of purchase and may be used for making purchases at University Food Services (UNFS) locations. Your receipt will show your remaining balance. Residence Meal Plans cannot be redeemed for cash or applied as payment to any other UNFS meal plan or ONECard account. Manage your ONECard like cash. Report your lost, stolen or destroyed ONECard to the ONECard Office or UNFS Main Office. Replacement ONECards are available at the ONECard Office for a \$20 fee upon the presentation of proper photo identification. The value used between the time the ONECard is lost, stolen or destroyed and reporting of lost ONECard will not be replaced.

Use of the University of Victoria ONECard constitutes acceptance of these terms and conditions.

If your ONECard is unavailable to you, all purchases must be made with an alternate form of payment. Note that you are responsible for all use made of your ONECard and for any indebtedness arising from such use. For this reason, it is essential that you report a missing, lost, or stolen ONECard to the ONECard Office or the UNFS Main Office. You may also change your card status to lost and check your ONECard balance on the ONECard website by signing into the [University My Page portal](#) using your Netlink ID or by visiting the ONECard Office or UNFS Main Office.

1.4 Service Delivery and Flex Funds

At the beginning of each term, 50% of your Standard Residence Meal Plan is set aside for service delivery costs; however, each purchase made at the Residence Dining Facility is reduced by 50%, as described in section 1.5, below. Service delivery costs cover a portion of the expenses associated with operating the Residence Dining facility for Residential Dining. These costs include, but are not limited to, labour, utilities, repairs and cyclical maintenance of facilities, tableware, cutlery, glassware purchases and administrative costs.

Each term, one hundred dollars of the Standard Residential Meal Plan is allocated to your Flex Fund account, which will allow for a 5% discount on taxable purchases at the General Store, Student Union Building and other UNFS locations. The Residence Meal Plan funds (not referring to Flex Funds) are not eligible to be spent on certain items at the General Store due to government tax exempt regulations.

1.5 Standard Residence Meal Plan:

All residents will be automatically registered for the Standard Meal Plan. This plan is designed for residents with an average appetite who may be away for breaks/holidays and weekends.

The Standard Plan is not designed as a “one size fits all” plan and students may find they need to add funds based on their appetite and time spent on campus. For further details about adding voluntary funds to your +PLUS Account please refer to the UNFS website.

All food and non-alcoholic beverages purchased at the Residence Dining facility using your Standard Meal Plan Account will receive a 50% price reduction to compensate for the service delivery fee outlined in section 1.4.

All food and non-alcoholic beverages purchased at the UNFS retail outlets will receive their purchases exempt of tax and a 5% discount.

The Residence Meal Plan funds are not eligible to be spent on certain items at the General Store due to government tax exempt regulations.

1.6 +PLUS Account

Based on eating habits and time on campus it is anticipated that some students will need to add additional funds prior to the end of each semester. All additional voluntary funds loaded to your +PLUS Account will receive a total 10% discount (5% discount + 5% tax exemption) at the Residence Dining Facility and all UNFS retail outlets.

These funds are not subject to service delivery fee and therefore will not receive a 50% offset at the Residence Dining Facility.

Additional funds can be added to your +PLUS Account via UVic’s secure on-line web payment service using Visa, M/C or Amex. The “Add Funds” icon is located on the UNFS website or the ONECard website. Alternatively funds can also be added at the UNFS Main Office, the ONECard Office or any participating UNFS Cashier station using Visa, M/C, Amex, Debit or Cash (where applicable).

Schedule E: Student Meal Plans

1.7 Meal Service Schedules for Dormitory Residences

The schedule of first and last meal service dates is as follows:

First Term

First meal: Move In Day - September 2022

Last meal: Breakfast on the day following the last scheduled exam

Second Term

First meal: Dinner on the check in day, Friday, January 6, 2023

Last meal: Breakfast on the day following the last scheduled exam

The schedule for meal service throughout these periods will be posted at

<http://www.uvic.ca/services/food/>

1.8 Remaining Residence Meal Plan Funds at the End of the Semester

The Residence Meal plan is non-refundable nor transferrable to other students. At the end of the second term in April, remaining Residence Meal Dollars (in any Standard PLAN and/or +PLUS accounts) will be automatically transferred into the Carry Forward Account by May 1, 2023. The Carry Forward Account allows you to continue spending your remaining money when you return to school, whether you live on or off campus and is accepted at all UNFS outlets. You will receive a 5% discount on purchases and all applicable sales taxes will apply.

1.9 Cancelling Your Residence Meal Plan

Residents wishing to move out of dormitory residences must first obtain an authorized Resident Withdrawal Form from the Residence Services Office. Meal Plan refunds will only be processed with the authorized Resident Withdrawal Form and if the resident withdraws before December 1st and April 1st inclusive. After December 1st and April 1st, the term is deemed complete and refunds will not be issued.

The Residence Meal Plan refund will be limited to the Residence Dollars - Standard portion of the plan; will be subject to a minimum 30 day charge and a pro-rated charge per day for the time the resident lived in residence after the first 30 days. There are no refunds on the Carry Forward account.

There are no refunds or carryover privileges for residents who are required to withdraw from the University.

1.10 Transferring Room Types

Any resident transferring out of a dormitory residence will no longer be eligible for the Residence Meal Plan, and section 1.9 will apply. Full-time students may be eligible for our optional Tax Exempt Meal Plan, refer to Section 2.

Section 2: Optional Tax Exempt Meal Plans

2.0 General Description of the Tax Exempt Meal Plan

Schedule E: Student Meal Plans

Resident students who reside in non-dormitory residence, cluster housing and apartments or students who live off-campus may elect to buy in to the Tax Exempt Meal Plan, which can be used in any UNFS location on campus. This Plan is tax-exempt under the following conditions:

- Purchase is for a minimum of one calendar month.
- Based on a minimum of 10 meals per week.
- Participants must be students living off campus or in non-dormitory residence.
- Purchases receive a 5% discount at all UNFS locations.
- Certain purchases cannot be made with this plan at the Mystic Market General Store due to government Regulations surrounding Tax Exempt Meal Plans.

2.1 Types of Tax Exempt Meal Plans:

Month to Month Plan (Calendar Month ONLY)

- Applicants have until the 3rd business day of the new calendar month to extend their plan.
- The balance will be transferred into the Carry Forward Account after the 3rd business day of the following calendar month by the UNFS Main Office.

Term Plan

- Purchase for each term; September to December, January to April, May to August (Note: limited food options are available over the summer term).
- At the end of each term, the balance will be automatically transferred into the Carry Forward Account after the 3rd business day of the new term by the UNFS Main Office.

2.2 Terms and Conditions of the Tax Exempt Meal Plan

The Tax Exempt Meal Plan is non-refundable nor transferrable to other students. Your University of Victoria ONECard must be presented at the time of purchase. Your receipt will show your remaining balance. Report your lost, stolen or destroyed ONECard to the ONECard Office or the UNFS Main Office. Replacement cards are available at the ONECard Office for a \$20.00 fee with proper photo identification. ONECards cannot be redeemed for cash or applied as payment to any other UNFS meal plan account. Manage your ONECard like cash and keep in a secure location. The value used between the time the ONECard is lost, stolen or destroyed and reporting of lost ONECard will not be replaced. You may also change your card status to lost or check your ONECard balance on the ONECard or UNFS website, at any UNFS location or at the ONECard Office or UNFS Main Office.

Use of the University of Victoria ONECard constitutes acceptance of these terms and conditions.

Section 3: Dining Room

3.0 Dining Room Rules and Conduct

In addition to the other rules regarding conduct set out elsewhere in this Contract, you are required to abide by the following dining room rules and conduct standards.

Schedule E: Student Meal Plans

- 1) Trays, dishes and cutlery are not to be removed from the dining room. The loss of tableware and cutlery increases your costs, inconvenience, and the use of disposable dishes. Additionally the accumulation of dirty dishes in residence is not permitted.
- 2) A resident or their Guest(s) found responsible for any of the following may be subject to residence Community Standards follow-up; University follow-up; compensation to UNFS, a fine, and/ or referral to the police:
 - Misuse of the UVic Residence Dining card (ONECard) or number;
 - Removal of any product or dining room property from a UNFS facility without payment;
 - Consumption of a food item prior to payment; or
 - Damage to UNFS property or equipment.
- 3) All individuals must wear clean, appropriate clothing in the residence dining room (shirt, shorts, pants or skirt, and shoes). Muddy cleats and dirty athletic wear are not allowed.
- 4) Alcohol is not permitted in any UNFS Locations.
- 5) UNFS staff may refuse to serve any individuals who use offensive language, appear to be under the influence of alcohol or illegal drugs, or who are acting in a threatening manner, and may ask those individuals to leave the dining room. If you are asked to leave the dining room, you will comply with such request. Please speak to Residence Life staff if you have any questions or concerns.
- 6) Use of roller blades, skateboards, et cetera, are prohibited in the dining room. Bicycles may not be brought into the dining room area. Please use the bike lock areas.
- 7) When engaging with UNFS staff, please have the courtesy not to use any social media/electronic or leisure listening devices.

Section 4: Additional Information

4.0 Additional General Terms and Important Information

- 1) Students with special dietary needs, including but not limited to those due to health or religious beliefs are encouraged to share this information with UNFS during the residence application process. By completing this step in the application process, you initiate a dialogue with UNFS to review and determine whether your needs can be met on the residence meal plan. If it is determined that UNFS cannot accommodate your dietary needs, you will be directed to apply through the Priority Consideration Request (PCR) process for access to accommodation with cooking facilities. Failure to complete this step in the application process does not omit you from participation in the residence meal plan regardless of your dietary needs.
- 2) Your guest(s) are permitted to dine with you within the Residence Dining Facility as long as you and your guests comply with all of the provisions of the Residence Agreement that relate to guests (see, for example, Schedule D 4.3)

Schedule F : Contact Information

If you have questions regarding this contract agreement contact:

Residence Services
University of Victoria
Craigdarroch Office Building
Parking Lot#5, Off Sinclair Road
Victoria BC V8P 2Y2
Phone: 250-721-8395
Email: housing@uvic.ca
Website: <http://www.uvic.ca/residence/>

If you have questions regarding meal plans contact:

University Food Services
University of Victoria
Carroll (CA) Residence Bldg.
Parking Lot#5, Off Sinclair Road
Victoria BC V8P 2Y2
Phone: 250-472-4777
Fax: 250-472-4785
Email: eat@uvic.ca
Website: <http://www.uvic.ca/services/food/>